

MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED

CIN No.: U29309TN1993PTC025896

Regd. Office: Parry House, 43 Moore Street, Chennai – 600001, Tamil Nadu

Phone No. 044-25306670 E-mail: secretarial@mwts.murugappa.com

NOTICE OF MEETING OF THE SECURED CREDITORS OF MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED CONVENED AS PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL, DIVISION BENCH (COURT I), CHENNAI ('NCLT' OR 'TRIBUNAL')

Day	Friday
Date	6 th March 2026
Time	11.00 AM
Venue	Parry House, 5th Floor, 43 Moore Street, Chennai – 600001, Tamil Nadu

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	Limited, and Ambadi Enterprises Limited to the effect that the accounting treatment, if any, proposed in the Scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.	
9.	Form of proxy	Attached in loose leaf form
10.	Ballot Paper	
11.	Attendance Slip	

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, CHENNAI
FORM NO. CAA. 2

[Pursuant to Section 230 (3) and Rule 6 and 7]
CA(CAA)/92(CHE)/2025

In the Matter of Section 230 to 232 of The Companies Act, 2013
And

In the Matter of Composite Scheme of Arrangement (Demerger) and Amalgamation
Amongst

Ambadi Investments Limited
(Amalgamated Company 1/ Resulting Company)
And

Murugappa Water Technology and Solutions Private Limited
(Amalgamating Company 1)
And

Parry Enterprises India Limited
(Amalgamated Company 2/ Demerged Company 1)
And

Ambadi Enterprises Limited
(Amalgamating Company 2/ Demerged Company 2)
And

Their Respective Shareholders and Creditors

Murugappa Water Technology and Solutions Private Limited,

(CIN: U29309TN1993PTC025896)

a Company incorporated under the Companies
Act, 1956, having its Registered Office at
Parry House, 43 Moore Street
Chennai – 600001, Tamil Nadu

... Second Applicant Company / Amalgamating Company 1

**NOTICE CONVENING MEETING OF THE SECURED CREDITORS OF MURUGAPPA WATER
TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED**

To,

The Secured Creditors of Murugappa Water Technology and Solutions Private Limited ('the Company')

NOTICE is hereby given that by an Order dated 12th January 2026, (the 'Order') the National Company Law Tribunal, Division Bench (Court I), Chennai has directed that a meeting of the Secured creditors of the Second Applicant Company be held at 11.00 AM, on 6th March 2026 at Parry House, 5th Floor, 43 Moore Street, Chennai – 600001, Tamil Nadu, for the purpose of considering, and if thought fit, approving, with or without modification(s), the Composite Scheme of Arrangement (Demerger) and Amalgamation amongst Ambadi Investments Limited and Murugappa Water Technology and Solutions Private Limited and Parry Enterprises India Limited and Ambadi Enterprises Limited and their respective Shareholders and Creditors ('the Scheme').

Take further notice that in pursuance of the said Order, a Meeting of the Secured creditors of the Second Applicant Company be convened and held at 11.00 AM, on Friday, 6th March 2026 at Parry House, 5th Floor, 43 Moore Street, Chennai – 600001, Tamil Nadu, at which time you are requested to attend.

The quorum for the Meeting shall be 1 secured creditor. In case the quorum is not present at the designated time, the Meeting shall be adjourned by half an hour and thereafter, the persons present for voting shall be deemed to constitute the quorum. Valid proxies shall also be considered for the purpose of quorum.

The voting rights of the Secured Creditors shall be in proportion to their outstanding dues in the Company as on closure of business hours on 30th September 2025 ('Cut-off Date'). As directed by the NCLT, the Second Applicant Company is convening a physical meeting of its Secured Creditors at Parry House, 5th Floor, 43 Moore Street Chennai – 600001, Tamil Nadu . The scrutinizer will submit his report to the Chairperson of the meeting after completion of the meeting.

Copies of the Scheme, the Explanatory Statement under Section 230 and Section 102 of the Companies Act, 2013 and the Proxy form can be obtained free of charge at the Registered Office of the Second Applicant Company.

Persons entitled to attend and vote at the meeting may vote in person or by proxy, provided that the proxy forms, duly completed in the prescribed form are deposited at the Registered Office of the Second Applicant Company at Parry House, 5th Floor, 43 Moore Street, Chennai – 600001, not later than 48 hours before the meeting.

Copies of the Scheme and of the Statement under Section 230 of the Companies Act, 2013, and other annexures as stated in the Index are enclosed herewith.

The Tribunal has appointed Mr Pawan Kumar Jain, as the Chairperson and Mrs Vinita Varshini as Scrutinizer for the said meeting. The Scheme, if approved by the meeting, will be subject to the subsequent approval of the Tribunal.

To consider and, if thought fit, approve with or without modification(s), and with requisite majority, the following resolution under Sections 230 to 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (including any statutory modification(s) or re-enactment thereof for the time being in force), and other applicable provisions of Companies Act, 2013, and the provisions of the Memorandum and Articles of Association of the Second Applicant Company for approval of the Scheme:

"RESOLVED THAT pursuant to the provisions of sections 230 to 232 of the Companies Act, 2013 and all other applicable provisions, if any of the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof, for the time being in force), and the necessary clauses in the Object Clause of the Company's Memorandum of Association and subject to the approval by the requisite majority of the members of the Company and other creditors, if any, and as directed by the National Company Law Tribunal ('NCLT') at Chennai, and further subject to the consents, approvals and permissions being obtained from the NCLT and subject to the consents, approvals and permissions from other appropriate authorities to the extent applicable or necessary, and subject to such conditions and modifications as may be deemed appropriate, at any time and for any reason whatsoever, or which may otherwise be considered necessary, desirable or as may be prescribed or imposed by the NCLT or by any regulatory or other authorities, while granting such approvals, permissions and sanctions, which may be agreed to by the Board of Directors of the Company ("Board"), the Composite Scheme of Arrangement (Demerger) and Amalgamation amongst Ambadi Investments Limited and Murugappa Water Technology and Solutions Private Limited and Parry Enterprises India Limited and Ambadi Enterprises Limited and their respective Shareholders and Creditors ('the Scheme') placed before this meeting, be and is hereby approved;

FURTHER RESOLVED FURTHER THAT, the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem desirable, appropriate or necessary, to give effect to this Resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, at any time and for any reason whatsoever, which may be required and/or imposed by the Hon'ble Tribunal or its appellate authority(ies) while sanctioning the arrangement embodied in the Scheme or by any regulatory or statutory authority(ies)"

Dated this 29th January, 2026

Place: Chennai

Sd/-

A.Venkatachalam
Director
DIN: 00115568

Murugappa Water Technology and Solutions Private Limited

CIN: U29309TN1993PTC025896

Registered Office: Parry House, 43 Moore Street, Chennai – 600001

Notes:

- 1 Secured creditors of the Company as on Cut-off Date entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of himself and such proxy need not be a secured creditor of the Company. The form of proxy duly completed should, however, be deposited at the Registered Office of the Company not less than 48 (forty-eight) hours before the meeting. In case the secured creditor of the Company being a body corporate, the authorised representative of such body corporate may attend and vote at the meeting provided a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate authorising such representative to attend and vote at the meeting is sent to the Scrutinizer's email id viz., varshini.vinita@gmail.com with a copy marked to the Company at its e-mail address viz. secretarial@mwts.murugappa.com , not later than 48 hours before the scheduled time of the Meeting
- 2 **A person can act as a proxy on behalf of secured creditors not exceeding fifty and holding in the aggregate not more than 10% of the total outstanding dues as on 30th September, 2025. A secured creditor holding more than 10% of the total outstanding dues as on 30th September, 2025 date may appoint a single person as proxy and such person shall not act as proxy for any other person or secured creditors.**
- 3 All alterations made in the Form of Proxy should be initialled.
- 4 A secured creditors or his proxy is requested to hand over the enclosed attendance slip, duly completed and signed as per the specimen signature(s) registered with the Company at the entrance of the meeting hall.
- 5 The Notice is being sent to all the Secured creditors as on cut-off date. In compliance with the NCLT Order, the Notice, together with the documents accompanying the same, is being sent to all the Secured Creditors, electronically by e-mail to those Secured Creditors who have registered their e-mail ids with the Second Applicant Company. For Secured Creditors who have not registered their E-mail ids, physical copies are being sent by permitted mode in the NCLT Order. In case any Secured Creditors wishes to receive a copy of the notice they are requested to send an email to secretarial@mwts.murugappa.com and soft copy of this Notice will be provided to such Secured Creditor.
- 6 The material documents referred to in the accompanying Statement shall be open for inspection by the Secured creditors at the Registered Office of the Company on all working days up to 5th March 2026 between 10:00 AM to 5:00 PM except Saturday, Sunday and Public Holidays.
- 7 Explanatory Statement under Sections 230, 232 and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 to the Tribunal Convened

Meeting, is annexed hereto.

- 8 In compliance with the aforesaid Order, the Second Applicant Company had published on 28th January, 2026 the public notice by way of an advertisement in Business Standard (English) and Dhina Malar (Tamil) both having a wide circulation in Chennai, Tamil Nadu where the registered office of the Company is situated and in Samyuktha Karnataka (Kannada).
- 9 The Scrutinizer will submit his report to the Chairperson of the secured creditors' Meeting after completion of the scrutiny of the votes cast by the secured creditors of the Second Applicant Company, in a fair and transparent manner. The Scrutinizer's decision on the validity of the vote(s) shall be final.

Enclosure : As above

Date: 29th January, 2026

Place: Chennai

Sd/-

A.Venkatachalam
Director
DIN: 00115568

Registered office:

Murugappa Water Technology and Solutions Private Limited
CIN: U29309TN1993PTC025896
Parry House, 43 Moore Street, Chennai – 600001

ROUTE MAP TO THE VENUE OF THE SECURED CREDITOR'S MEETING
VENUE: Parry House, 5th Floor, 43 Moore Street, Parrys, Chennai – 600001



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, CHENNAI
FORM NO. CAA. 2

[Pursuant to Section 230 (3) and Rule 6 and 7) of the Companies (Compromises, Arrangements and
Amalgamation) Rules, 2016]
CA(CAA)/92(CHE)/2025

In the Matter of Section 230 to 232 of The Companies Act, 2013
And

In the Matter of Composite Scheme of Arrangement (Demerger) and Amalgamation
Amongst

Ambadi Investments Limited
(Amalgamated Company 1/ Resulting Company)
And

Murugappa Water Technology and Solutions Private Limited
(Amalgamating Company 1)
And

Parry Enterprises India Limited
(Amalgamated Company 2/ Demerged Company 1)
And

Ambadi Enterprises Limited
(Amalgamating Company 2/ Demerged Company 2)
And

Their Respective Shareholders and Creditors

Murugappa Water Technology and Solutions Private Limited,
(CIN: U29309TN1993PTC025896)
a Company incorporated under the Companies
Act, 1956, having its Registered Office at
Parry House, 43 Moore Street,
Chennai – 600001, Tamil Nadu

... Second Applicant Company / Amalgamating Company 1

EXPLANATORY STATEMENT UNDER SECTION 230(3), AND 102 OF THE COMPANIES ACT 2013
READ WITH RULES MADE THEREUNDER FOR THE MEETING OF SECURED CREDITORS OF
MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED CONVENED AS
PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL, DIVISION BENCH,
CHENNAI

1. Pursuant to the Order dated 12th January 2026, passed by Hon'ble National Company Law Tribunal, Division Bench (Court-I), Chennai in the CA(CAA)/92(CHE)/2025, a meeting of the Secured creditors of the Second Applicant Company is scheduled to be held at 11AM, on 6th March 2026 at Parry House, 5th Floor, 43 Moore Street, Chennai – 600001 to obtain their approval to the Composite Scheme of Arrangement (Demerger) and Amalgamation amongst Ambadi Investments Limited and Murugappa Water Technology and Solutions Private Limited and Parry Enterprises India Limited and Ambadi Enterprises Limited and their respective Shareholders and Creditors ('the Scheme').
2. The Hon'ble National Company Law Tribunal, Division Bench (Court I), Chennai by an Order dated 12th January 2026, was pleased to issue directions for convening the meeting of the Secured creditors of the Second Applicant Company at 11.00 AM, on 6th March at Parry House, 5th Floor, 43 Moore Street, Chennai – 600001 to be presided over by Mr Pawan Kumar Jain as the Chairperson and Mrs Vinita Varshini as Scrutinizer of the Meeting. The said Order will be available for inspection at the Registered Office of the

Company at Parry House, 43 Moore Street, Chennai – 600001 on any working day of the Company up to the date of meeting during the time as mentioned in aforementioned paragraph.

3. The Board of Directors of Parry Enterprises India Limited at their meeting held on 27 October 2025 and Murugappa Water Technology and Solutions Private Limited, Ambadi Enterprises Limited and Ambadi Investments Limited at their respective meetings held on 29 October 2025 have approved the Composite Scheme of Arrangement. A summary of the outcome of the aforementioned board meetings is as provided below:

Parry Enterprises India Limited

Name of the director	Voting decision (Voted in favour/ against/ did not vote or participate)
Karisathan Rangaswamy Srinivasan	Voted in favour
Venkatachalam Arunachalam*	Did not vote
Venkataramani Anantharamakrishnan	Voted in favour
Krishna Kumar Ramaswamy	Voted in favour

Murugappa Water Technology and Solutions Private Limited

Name of the director	Voting decision (Voted in favour/ against/ did not vote or participate)
Venkatachalam Arunachalam*	Did not vote
Nunna Venkata Subba Rao	Voted in favour
Muthiah Murugappan Murugappan*	Did not vote
Murugappa Venkatachalam Subramanian*	Did not vote

Ambadi Enterprises Limited

Name of the director	Voting decision (Voted in favour/ against/ did not vote or participate)
Ramesh K B Menon	Voted in favour
Deepali Pant Joshi	Voted in favour
Faizal Jaliwala	Voted in favour
Kumbakonam Chandrasekhar Ramamoorthy	Voted in favour

Ambadi Investments Limited

Name of the director	Voting decision (Voted in favour/ against/ did not vote or participate)
Arunachalam Velleyan**	Did not attend
Alagappan Arun*	Did not vote
M A M Arunachalam*	Did not vote
Vellayan Subbiah*	Did not vote
Muthiah Murugappan Murugappan*	Did not vote
Murugappan Muthiah Venkatachalam*	Did not vote
Ramkumar Lakshminarayanan	Voted in favour
Balasubramanian Krishnamurthy	Voted in favour

*The Directors being deemed to be interested in the proposal, did not participate/ vote in the discussions approving the said Scheme

**Was granted leave of absence for the meeting.

A copy of the Scheme, setting out the terms and conditions of the Scheme as approved by the Board of Directors of Murugappa Water Technology and Solutions Private Limited, Ambadi Enterprises Limited, Parry Enterprises India Limited and Ambadi Investments Limited is enclosed herewith as **Annexure A**. The proposed scheme is envisaged to be effective from the Appointed Date but shall be made operative from the Effective Date (as defined in the Scheme).

The total value due to the secured creditors of Murugappa Water Technology and Solutions Private Limited as at 30 September 2025 is INR 1,75,00,000 as certified by Brahmayya and Co. (Independent Chartered Accountant).

4. Particulars of the Companies

4.1. MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED

4.1.1. **MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED (CIN: U29309TN1993PTC025896, PAN: AACCP3796K)** (hereinafter referred to as 'MWTSPL' or 'Amalgamating Company 1'), was incorporated on the 29 September 1993 under the Companies Act, 1956. The registered office of the Amalgamating Company 1 is situated in the state of Tamil Nadu and having address as follows – Parry House, 43 Moore Street, Chennai – 600001, Tamil Nadu and the email address of the Company is secretarial@mwts.murugappa.com. The Amalgamating Company 1 is engaged in the business of design, manufacturing, supply, installation, operation and maintenance of equipment and systems related to water and wastewater treatment, etc. (hereinafter referred to as the '*Business of the Amalgamating Company 1*').

4.1.2. The authorised, issued, subscribed and paid up share capital of the Amalgamating Company 1 as on 30th September, 2025 is as follows:

Particulars	Amount in Rs.
Authorised Share Capital:	
22,50,000 equity shares of INR 10 each	2,25,00,000
Total	2,25,00,000
Issued, subscribed and paid-up Share Capital	
2,09,922 equity shares of INR 10 each – Fully Paid-up	20,99,220

There is no change in the capital structure of the Amalgamating Company 1 subsequent to 30th September, 2025.

4.1.3. The details of the directors of the Amalgamating Company 1 along with their addresses are as follows:

S.No.	Name	Designation	Address
1	Venkatachalam Arunachalam	Director	No.3, Bishops Garden of Greenways Road, R. A Puram, Chennai – 600 028

S.No.	Name	Designation	Address
2	Nunna Venkata Subba Rao	Director	Flat no 201, Meredian Heights, 154, Peter Road, Chennai 600014
3	Muthiah Murugappan Murugappan	Director	Coromandel House, New No 14 (Old.No 12) Boat Club Road, Raja Annamalaipuram, Chennai 600028.
4	Murugappa Venkatachalam Subramanian	Director	No 10 Valliammai Achi Road, Kotturpuram, Chennai- 600085

4.1.4. **The details of the promoters of the Amalgamating Company 1 along with their addresses as on the Cut-off Date (i.e. 29 October 2025) are as follows:**

S.No.	Name	Address
1	Ambadi Investments Limited	Parry House, 5 th Floor 43, Moore Street, Chennai, - 600001
2	Mr. M M Murugappan jointly with Ambadi Investments Limited	Coromandel House, New No 14 (Old.No 12) Boat Club Road, Raja Annamalaipuram, Chennai 600028.

4.1.5. **Summary of the main objects as per MOA:**

The main objects of the Amalgamating Company 1 as set out in its Memorandum of Association, *inter-alia* include

4.1.5.1. To carry on the business as manufacturers, importers, exporters, agents, distributors, manipulators, fabricators, assemblers, designers, processors, buyers, sellers, erectors, merchants and dealers in all kinds of equipments, spares services of waste water treatment plants and water treatment plants.

4.1.5.2. To carry on the business of manufacturers of all components required for the manufacture, assembly and erection of equipments spares for waste water plants, water treatment plants and accessories thereof.

4.1.5.3. To carry on the business as manufacturers, importers, exporters, agents, distributors, merchants, brokers, fabricators and dealers of light and heavy chemicals, including chemicals and formulations required for water and waste water treatment plants.

4.1.6. **Details of changes in name, registered office or objects clause of the Company in the last five years, if any:**

The Company has changed its name from “Murugappa Organo Water Solutions Private Limited” (“MOWS”) to Murugappa Water Technology Solutions Private Limited (“ MWTS”) with effect from 23rd December, 2021

4.2. **AMBADI INVESTMENTS LIMITED**

4.2.1. AMBADI INVESTMENTS LIMITED (CIN: U65993TN1942PLC003659, PAN: AAACN1078J) (hereinafter referred to as ‘AIL’ or ‘Amalgamated Company 1/ Resulting Company’) was incorporated on the 6 May 1942 under the Travancore Companies Act, 1914. The registered office of the Company is situated in the state of Tamil Nadu and having address as follows – Parry House, 5th Floor, 43 Moore

Street, Chennai – 600001, Tamil Nadu and the email address of the Company is secretarial@corp.murugappa.com. The Amalgamated Company 1 is engaged in the business of holding, managing and supervising the various strategic investments held by AIL, directly or indirectly, in various operating companies in the Murugappa Group, which includes both listed and unlisted companies (hereinafter referred to as the ‘Business of the Amalgamated Company 1’).

4.2.2. The authorised, issued, subscribed and paid up share capital of the Amalgamated Company 1/ Resulting Company as on 30th September, 2025 is as follows:

Particulars	Amount in Rs.
Authorised Share Capital:	
70,00,000 equity shares of INR 10 each	7,00,00,000
1,30,00,000 redeemable preference shares of INR 10 each	13,00,00,000
Total	20,00,00,000
Issued, subscribed and paid-up Share Capital	
24,43,022 equity shares of INR 10 each	2,44,30,220
Total	2,44,30,220

There is no change in the capital structure of the Amalgamated Company 1/ Resulting Company subsequent to 30th September, 2025.

4.2.3. The details of the directors of the Amalgamated Company 1/ Resulting Company as on Cut off date (October 29, 2025) along with their addresses are as follows:

S.No.	Name	Designation	Address
1	Alagappan Arun	Director	No 10, Chittaranjan Road, Teynampet, Chennai – 600018.
2	M A M Arunachalam	Director	New No 9 , Old No 4 Chittaranjan Road, Teynampet, Chennai – 600018.
3	Vellayan Subbiah	Director	No, 7 Valliammai Achi Road, Kotturpuram, Chennai - 600085
4	Muthiah Murugappan Murugappan	Director	Coromandel House, New No 14 (Old.No 12) Boat Club Road, Raja Annamalaipuram, Chennai 600028.
5	Murugappan Muthiah Venkatachalam	Director	No, 10 Valliammai Achi Road, Kotturpuram, Chennai - 600085
6	Ramkumar Lakshminarayanan	Director	No, 10 Link Road, Kottur Garden, Kotturpuram, Chennai - 600085
7	Balasubramanian Krishnamurthy	Director	B 302, Bhaggyam Sahridaya, 78 Dr. Ranga Road, Mylapore, Chennai, Tamilnadu – 600004
8	Arunachalam Vellayan	Director	5/9, Ambadi Road, Kotturpuram, Chennai India- 600085

4.2.4. **The details of the promoters of the Amalgamated Company 1/ Resulting Company along with their addresses as on Cut-off date (29th October 2025) are as follows:**

S.No.	Name	Address
1	M A Murugappan Holdings Llp	New No 9 Old No 4 Chittarajan Road Teynampet Chennai 600018
2	Ambadi Enterprises Ltd	Parry House 5th Floor, No.43, Moore St, Chennai 600001
3	Parry Murray And Company Limited	N0.2 N S C Bose Road,Dare House Parrys Corner, Chennai 600001
4	M.A.Alagappan	No 10 Chittaranjan Road Teynampet Chennai 600018
5	M A Alagappan Huf(M A Alagappan Hold Shares In The Capacity As Karta)	New No.10 Old No 17 Chittaranjan Road Teynampet Chennai 600018
6	A A Alagammal	17 Chittaranjan Road Teynampet Chennai 600018
7	M A Alagappan Holdings Private Limited	10 Chittaranjan Road Teynampet Chennai 600018
8	M A M Arunachalam	4 Chittaranjan Road Teynampet Chennai 600018
9	Sigapi Arunachalam	4 Chittaranjan Road Teynampet Chennai 600018
10	M A M Arunachalam (In The Capacity Of Karta Of Huf)	9 Chitharanjan Road Teynampet Chennai 600018
11	A M M Vellayan Sons P Ltd	New No 3 Old No 2 Sri Ram Nagar North Street Alwarpet Chennai 600018
12	Arun Alagappan	10 Chittaranjan Road Teynampet Chennai 600018
13	Pranav Alagappan	10 Chittaranjan Road Teynampet Chennai 600018
14	M A Alagappan Grand Children Trust (Arun Alagappan& Aa Alagammal Hold Shares On Behalf Of Trust)	Chittaranjan Road Teynampet Chennai 600018
15	Arun Murugappan Children's Trust (Mam Arunachalam & Sigappi Arunachalam Hold On Behalf Of Trust)	Chittaranjan Road Teynampet Chennai 600018
16	Murugappa & Sons (M.V.Subbiah, Ma Alagappan And M M Murugappan Hold Shares On Behalf Of The Firm)	No 3/2 Sriram Nagar North Street Alwarpet Chennai 600018
17	Ar.Lakshmi Achi Trust	The Laurels New No 9 Chittaranjan Road Teynampet Chennai 600018
18	Shambho Trust (M V Subbiah & S Vellayan Are Trustees Of The Trust)	New No 3 Sriramnagar North Street Alwarpet Chennai 600018
19	Murugappa & Sons (M.V.Subbiah, Ma Alagappan And M M Murugappan Hold Shares On Behalf Of The Firm)	No 3/2 Sriram Nagar North Street Chennai 600018

S.No.	Name	Address
20	M V Ar Meenakshi	1 Bishop's Garden Off Greenways Road Chennai 600028
21	M V Subbiah	Old No10 New No 22 Boat Club Road Raja Annamalai Puram Chennai 600028
22	M V Seetha Subbiah	10 Boat Club Road Chennai 600028
23	S Vellayan	10 Boat Club Road Chennai 600028
24	A Venkatachalam	No 3 Bishop Garden Greenways Road Chennai 600028
25	Meyyammai Venkatachalam	No 3 Bishop Garden Greenways Road Chennai 600028
26	M M Seethalakshmi	Coromandel House Old No 12 New No 14 Boat Club Road R A PuramChennai 600028
27	M M Murugappan	Old No 12 New No 14 Coromandel Boat Club Road Ra Puram Chennai 600028
28	M M Murugappan Huf(M M Murugappan Holds Shares In The Capacity As Kartha)	Coromandel House Old No.12, New No.14 Boat Club Road Chennai 600028
29	M M Murugappan	Coromandel House 12 Boat Club Road Chennai 600028
30	M M Muthiah Huf (M M Murugappan Hold Shares In The Capacity As Kartha)	Coromandel House 12 Boat Club Road Chennai 600028
31	M V Subbiah (Hold Shares In The Capacity As Kartha Of Huf)	Old No 10 New No 22, Boat Club Road Raja Annamalaipuram Chennai 600028
32	M.M.Muthiah Research Foundation	12, Boat Club Road Raja Annamalaipuram Chennai 600028
33	Arun Venkatachalam	Old No 1, New No 3 Bishop Garden Off.Greenways Road Chennai 600028
34	Meenakshi Murugappan Family Trust (M M Murugappan & Meenakshi Murugappan Are Trustees Of The Trust)	Coromandel House No 14 Boat Club Road Chennai 600028
35	M M Murugappan Family Trust (M M Murugappan & Meenakshi Murugappan Are Trustees Of The Trust)	Coromandel House No 14 Boat Club Road Chennai 600028
36	M M Muthiah Family Trust (M M Murugappan & M M Muthiah Holds Shares On Behalf Of The Trust)	Coromandel House 14 Boat Club Road Chennai 600028
37	Mm Veerappan Family Trust(Mm Murugappan & Meenakshi Murugappan Holds Shares On Behalf Of The Trust)	Coromandel House No 14 Boat Club Road Chennai 600028
38	V Arunachalam	9/5 Ambadi RoadKottapuram Chennai 600085 Old
39	M M Venkatachalam Huf	Old No.20/2, New No.10, Valliammai Achi Road, Kottapuram, Chennai 600085

S.No.	Name	Address
40	A Vellayan	9/5 Ambadi Road Kotturpuram Chennai 600085
41	Lalitha Vellayan	9/5 Ambadi Road Kotturpuram Chennai 600085
42	V Narayanan	9/5 Ambadi Road Kotturpuram Chennai 600085
43	Kadamane Estates Company	O.No.20/2 N.No.10 Valliammaiachi Road, Kotturpuram Chennai 600085
44	Mm Venkatachalam Family Trust (Mm Venkatachalam & Lakshmi Venkatachalam Hold Shares On Behalf Of Trust)	No 10 Valliammai Achi Road Kotturpuram Chennai 600085
45	Mv Subramanian Family Trust (Mr. Mm Venkatachalam & Mv Subramanian Hold Shares On Behalf Of Trust)	No 10 Valliammai Achi Road Kotturpuram Chennai 600085
46	Lakshmi Venkatachalam Family Trust (M M Venkatachalam & Lakshmi Venkatachalam Are Trustees Of Trust)	No 10 Valliammai Achi Road Kotturpuram Chennai 600085
47	Mv Muthiah Family Trust (M M Venkatachalam & M V Muthiah Holds Shares On Behalf Of The Trust)	No 10 Valliammai Achi Road Kotturpuram Chennai 600085

4.2.5. Summary of the main objects as per MOA:

The main objects of the Amalgamated Company 1 / Resulting Company as set out in its Memorandum of Association, *inter-alia* include

- 4.2.5.1. To carry on the business of an Investment Company in all its branches and to invest in, acquire, hold, sell or otherwise deal in shares, stocks, debentures, debenture stocks, units, bonds, negotiable instruments and securities of all kinds of any company, Government, Public Body or Authority, whether in India or abroad.
- 4.2.5.2. To purchase, develop or sell lands, buildings and immovable properties of all kinds.
- 4.2.5.3. To carry on all kinds of agency and consultancy business, including as travel agents and as consulting engineers.
- 4.2.5.4. To carry on the business of undertaking and executing contract works of all kinds, including engineering works, business as engineers, architects, designers, planners, builders.
- 4.2.5.5. To carry on business as sales agents and distributing agents of all kinds of goods and merchandise.

4.2.6. Details of changes in name, registered office or objects clause of the Company in the last five years, if any:

Following amendments to the object clause of the MOA of the Company have been approved by way of special resolution by the shareholders on March 20, 2025:

- Replacement of existing Sub-Clause 4 of the MOA which read as “To carry on all kinds of agency business” with the following:

“4. To carry on all kinds of agency and consultancy business, including as travel agents and as consulting engineers.”

- Insertion of Sub-Clause 4A after Sub-Clause 4 of the MOA:

“4A. To carry on the business of undertaking and executing contract works of all kinds, including engineering works, business as engineers, architects, designers, planners, builders.”
- Replacement of existing Sub-Clause 6 of the MOA which read as “To carry on business as Manufacturing Representatives, Sales Agents, Stockists or Distributors of all kinds of manufactured goods” with the following:

“6. To carry on the business of manufacturers, traders, agents, distributors, stockists, manipulators, fabricators, assemblers, designers, processors, buyers, erectors, factors and dealers (a) in all kinds of equipments, spares, services, of waste-water treatment plants, water treatment plants, pollution control equipments and of all components required for the manufacture, assembly and erection of such equipments, spares and 1 accessories thereof; (b) of light and heavy chemicals, including chemicals and formulations required for water and waste water treatment plants; (c) of liquid-solid, separation equipments, filtration equipments, mixing equipments, and flocculating equipment in all kinds of steel, FRP and plastics; (d) in all kinds of handmade and machine made floor coverings, furnishing materials, home décor products of every description; (e) in all varieties of textiles, made ups textile goods, leather, rubber, synthetic, silk, wool, cotton and any other fibre or fibrous material, clothing, wearing apparel and dress materials made out of any material and in all kinds of apparel and articles of similar description and parts, accessories and fittings thereof (f) polymers, plastics, polyethylenes, polyesters, polyamides and its products of every description, derivatives, by-products, related products made of these or similar material; (g) integral net like fabrics by the continuous extrusion of plastics, elastomers, viscose or any raw material whether natural or synthetic; (h) food products, packaged drinking water and all kinds of manufactured products.”

4.3. PARRY ENTERPRISES INDIA LIMITED

4.3.1. **PARRY ENTERPRISES INDIA LIMITED** (CIN: U74110TN1990PLC020023, PAN: AAACP3643D) (hereinafter referred to as ‘PEIL’ or ‘Amalgamated Company 2/ Demerged Company 1’), was incorporated on the 14 December 1990 under the Companies Act, 1956. The registered office of the Company is situated in the state of Tamil Nadu and having address as follows – Dare House, No. 234, N.S.C. Bose Road, Chennai – 600001, Tamil Nadu and the email address of the Company is secretarialpeil@parry.murugappa.com. The Company is engaged in the business of (i) travel agency (ii) manufacturing, assembling, importing, exporting of medical equipment, leather goods and materials, carpets, chemicals, plastics and polymers; (iii) membrane business including ultra filtration, bioreactors, the reverse osmosis etc.; and (iv) food intermediary products (hereinafter referred to as the ‘**Business of the Amalgamated Company 2**’).

4.3.2. The authorised, issued, subscribed and paid up share capital of the Amalgamated Company 2 / Demerged Company 1 as on 30th September, 2025 is as follows:

Particulars	Amount in Rs.
Authorised Share Capital:	
80,00,000 equity shares of INR 10 each	8,00,00,000
60,00,000 7.5% non convertible redeemable cumulative preference shares (NCRPS) of INR 10 each	6,00,00,000

Total	14,00,00,000
Issued, subscribed and paid-up Share Capital	
69,61,461 equity shares of INR 10 each	6,96,14,610
60,00,000 7.5% non-convertible redeemable cumulative preference shares (NCRPS) of INR 10 each	6,00,00,000
Total	12,96,14,610

There is no change in the capital structure of the Amalgamated Company 2 / Demerged Company 1 subsequent to 30th September, 2025.

4.3.3. The details of the directors of the Amalgamated Company 2 / Demerged Company 1 along with their addresses are as follows:

S.No.	Name	Designation	Address
1	Karisathan Rangaswamy Srinivasan	Whole-time director	Flat 2A, Shree Dham Apartments, 57/22, R K Shanmuga Salai, K K Nagar, Kalaignar Karunanidhi Nagar, Tamilnadu, 600078
2	Venkatachalam Arunachalam	Director	No 3/1, Bishop Garden, R A Puram, Raja Annamalaipuram, Chennai, Tamilnadu, 600028
3	Venkataramani Anantharamakrishnan	Director	No 13/12, Boat Club Road, Raja Annamalaipuram, Chennai, Tamilnadu, 600028
4	Krishna Kumar Ramaswamy	Director	7/7, Scheme Road, Kamdar Nagar, Nungabakam, Chennai, Tamilnadu, 600034

4.3.4. The details of the promoters of the Amalgamated Company 2 / Demerged Company 1 along with their addresses as on Cut-off date (27th October 2025) are as follows:

S.No.	Name	Address
1	M A Alagappan HUF	New No.10 Old No 17 Chittaranjan Road Teynampet Chennai 600018
2	A M M Vellayan Sons P Ltd	New No 3 Old No 2 Sri Ram Nagar North Street Alwarpet Chennai 600018
3	Ambadi Investments Limited	Parry House 5th Floor 43 Moore Street Chennai 600001
4	A R Lakshmi Achi Trust	The Laurels New No 9 Chittaranjan Road Teynampet Chennai 600018
5	M V A R Meenakshi	1 Bishop's Garden Off Greenways Road Chennai 600028
6	A A Alagammai	17 Chittaranjan Road Teynampet Chennai 600018

S.No.	Name	Address
7	Lakshmi Ramaswamy	A- 1101 11 th Floor Ashok Tower Dr S S Rao Road Parel Opp Gandhi Hospital Mumbai Maharashtra 400012
8	V Arunachalam	9/5 Ambadi Road Kotturpuram Chennai 600085
9	A Venkatachalam	No 3 Bishop Garden Greenways Road Chennai 600028
10	M M Murugappan	Old No 12 New No 14 Coromandel Boat Club Road Ra Puram Chennai 600028
11	M M Muthiah	Coromandel House No 14 Boat Club Road Ra Puram Chennai 600028
12	A Vellayan	9/5 Ambadi Road Kotturpuram Chennai 600085
13	A M Meyyammai	4 Chittaranjan Road Teynampet Chennai 600018
14	M A M Arunachalam	4 Chittaranjan Road Teynampet Chennai 600018
15	Arun Alagappan	10 Chittaranjan Road Chennai Teynampet Chennai 600018
16	Arun Alagappan On Behalf Of M A Alagappan Grandchildren Trust	New No 10 Old No 17 Chittaranjan Road Teynampet Chennai 600018
17	M A M Arunachalam On Behalf Of Arun Murugappan Children Trust	New No 9 Old No 4 Chittaranjan Road Teynampet Chennai 600018
18	M M Venkatachalam On Behalf Of M M Venkatachalam Family Trust	No 10 Valliammai Achi Road Kotturpuram Chennai 600085
19	M M Venkatachalam On Behalf Of M V Subramanian Family Trust	No 10 Valliammai Achi Road Kotturpuram Chennai 600085
20	M M Venkatachalam On Behalf Of Lakshmi Venkatachalam Family Trust	No 10 Valliammai Achi Road Kotturpuram Chennai 600085
216	M M Venkatachalam On Behalf Of M V Muthiah Family Trust	No 10 Valliammai Achi Road Kotturpuram Chennai 600085
22	M M Murugappan On Behalf Of Meenakshi Murugappan Family Trust	Coromandel House No 14 Boat Club Road Chennai 600028
23	M M Murugappan On Behalf Of M M Murugappan Family Trust	Coromandel House No 14 Boat Club Road Chennai 600028
24	M M Murugappan On Behalf Of M M Muthiah Family Trust	Coromandel House 14 Boat Club Road Chennai 600028
25	M M Murugappan On Behalf Of M M Veerappan Family Trust	Coromandel House No 14 Boat Club Road Chennai 600028
26	M A Alagappan	No 10 Chittaranjan Road Teynampet Chennai 600018
27	M V Subbiah On Behalf Of Shambho Trust	C/O Shambho Trust Old No 2 New No 3 Sriramnagar North Street Alwarapet Chennai 600018
28	M V Subbiah On Behalf Of Murugappa & Sons	No 3/2 Sriram Nagar North Street Alwarapet Chennai 600018
29	Lakshmi Chockalingam	No 1 Valliammai Achi Street Kotturpuram Chennai 600085

4.3.5. Summary of the main objects as per MOA:

The main objects of Amalgamated Company 2 / Demerged Company 1 as set out in its Memorandum of Association, *inter-alia* include

- 4.3.5.1. To carry on the business of manufacturers, importers, exporters, buyers, sellers, agents of and dealers in plastics, polymers of all types, polymer resins & films (including LDPE, LLDPE, PP, PVC, HDPE, Acid Copolymers, ionomers etc), polyamids, polyesters, rubbers, foams, chemicals, metals, Laminates, Biaxially Oriented Films (like PET, BOPP, CPP, TQPP, BOPA etc), Non oriented films, Uniaxially oriented Films, Metallised film of all types, Aluminium and other metallic Foils, Paper, all types of Packaging material including Flexible Packaging material, films, laminates made out of combination of above, etc. These products could be printed, blown, cast, extruded, coextruded, oriented, formed, knitted, dipped, laminated, woven, moulded, stitched, bonded, heat set, coated, calendered, Slitted, Metallized, Holographed, Embossed, Stamped, Pouched or cut to shape & size etc. Also derivatives, by-products, related products made of these or similar material, and to provide consultancy and other services related to above.
- 4.3.5.2. To carry on all or any of the business of manufacturers, processors, developers, moulders, prefabricators, producers, exporters, merchants, factors, agents and wholesale and retail dealers in polymers, plastics and plastic products of every description including geogrids and geosynthetic, etc.
- 4.3.5.3. To manufacture and to provide innovative and eco-friendly Ultra Filtration Membrane products to industrial & domestic customers' requirement for water/effluent treatment and food industries
- 4.3.5.4. To undertake in India or elsewhere in the World all operations covering the manufacture and sale of integral net like fabrics by the continuous extrusion of plastics, elastomers, viscose or any raw material whether natural or synthetic.
- 4.3.5.5. To transact and carry on (either in connection with the aforesaid business or as distinct or separate business) all kinds of agency business.

4.3.6. Details of changes in name, registered office or objects clause of the Company in the last five years, if any:

The Company had amended the following objects clause vide extraordinary general meeting dated 01 March 2023:

4.1.6.1.1. "44. To manufacture and to provide innovative and eco-friendly Ultra Filtration Membrane products to industrial & domestic customers' requirement for water/effluent treatment and food industries."

46. To transact and carry on (either in connection with the aforesaid business or as distinct or separate business) all kinds of agency business.

4.1.6.1.2. "47. To amalgamate, enter into partnership, or enter into collaboration agreement or arrangement or understanding or associate with any Indian or foreign company or body corporate or firm or individuals or enter into any arrangement with any Indian or Foreign company or body corporate or firm or individual for sharing profits, union of interest, cooperation, joint adventures, reciprocal concessions, or for limiting competition with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or

engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as to directly or indirectly benefit the Company

4.4. AMBADI ENTERPRISES LIMITED

4.4.1. **AMBADI ENTERPRISES LIMITED (CIN: U65991TN1941PLC001437, PAN: AAACAG6374J)** (hereinafter referred to as ‘AEL’ or ‘Amalgamating Company 2’/ Demerged Company 2), was incorporated on the 18 November 1941 under the Companies Act, 1913. The registered office of the Amalgamating Company 2 is situated in the state of Tamil Nadu and having address as follows – Parry House, 5th Floor, 43 Moore Street, Chennai – 600001, Tamil Nadu and the email address of the Company is secretarial.ael@ambadi.murugappa.com. The Amalgamating Company 2 is engaged in the business of design development, manufacturing, trading and export of all kinds of design led textiles and furnishing goods such as (i) carpets, rugs, floor coverings; (ii) textiles home furnishing products; and (iii) value added textiles furnishing fabrics. (hereinafter referred to as the **‘Business of the Amalgamating Company 2’**).

4.4.2. The authorised, issued, subscribed and paid up share capital of the Amalgamating Company 2 / Demerged Company 2 as on 30th September, 2025 is as follows:

Particulars	Amount in Rs.
Authorised Share Capital:	
75,00,000 equity shares of INR 10 each	7,50,00,000
Total	7,50,00,000
Issued, subscribed and paid-up Share Capital	
4,80,000 equity shares of INR 10 each – Fully Paid-up	48,00,000

There is no change in the capital structure of the Amalgamating Company 2 / Demerged Company 2 subsequent to 30th September, 2025.

4.4.3. The details of the directors of the Amalgamating Company 2 / Demerged Company 2 along with their addresses are as follows:

S.No.	Name	Designation	Address
1	Ramesh K B Menon	Director	Flat No.B1-212, 1st Floor, Sobha Onyx Apts, Plot No.65/2B Agara Village, BegurHobli, Srjpr Rd, Bangalore, 560102
2	Deepali Pant Joshi	Director	54/14, Sardar Patel Marg, Civil lines, Allahabad, Uttar Pradesh - 211001
3	Faizal Jaliwala	Director	Pebble Bay Apartment, Flat No.41, Tower 5, RMV Extn 2nd Stage, 5th Cross, Dollar Colony, Bangalore North, Bangalore, Karnataka, India – 560094
4	Kumbakonam Chandrasekhar Ramamoorthy	Whole-time Director & CEO	D1702, Pioneer Presidia, Golf course Extn road, sector 62, Gurgaon – 122101

4.4.4. The details of the promoters of the Amalgamating Company 2 / Demerged Company 2 along with their addresses as on Cut-off date (29th October 2025) are as follows:

S.No.	Name	Address
1.	Ambadi Investments Limited	Parry House, 5 th Floor 43, Moore Street, Chennai 600001
2.	M.A. Alagappan	No 10 Chittaranjan Road Teynampet, Chennai 600018
3.	M A Alagappan Huf (Ma Alagappan Holds Shares In The Capacity Of Karta)	New No.10 Old No 17 Chittaranjan Road Teynampet Chennai 600018
4.	A A Alagammai	17 Chittaranjan Road Teynampet Chennai 600018
5.	M A M Arunachalam	4 Chittaranjan Road Teynampet Chennai 600018
6.	M A M Arunachalam In The Capacity Of Karta Of M A M Arunachalam Huf	9 Chitharanjan Road Teynampet, Chennai 600018
7.	Arun Alagappan	10 Chittaranjan Road Teynampet Chennai 600018
8.	Sigapi Arunachalam On Behalf Of Murugappan Arunachalam Children Trust	The Laurels No 4 Chittaranjan Road Teynampet Chennai 600018
9.	M V Subbiah On Behalf Of Murugappa & Sons	No 3/2 Sriram Nagar North Street Alwarapet Chennai 600018
10.	M V Ar Meenakshi	1 Bishop's Garden Off Greenways Road Chennai 600028
11.	M V Subbiah	Old No10 New No 22 Boat Club Road Raja Annamalai Puram Chennai 600028
12.	M V Seetha Subbiah	10 Boat Club Road Chennai 600028
13.	Subbiah Vellayan	10 Boat Club Road Chennai 600028
14.	A Venkatachalam	No 3 Bishop Garden Greenways Road Chennai 600028
15.	M M Murugappan	Old No 12 New No 14 Coromandel Boat Club Road Ra Puram Chennai 600028
16.	Meenakshi Murugappan	Coromandel House 12 Boat Club Road Chenani 600028
17.	M M Muthiah	Coromandel House No 14 Boat Club Road Ra Puram Chennai 600028
18.	M M Murugappan On Behalf Of M M Murugappan Huf	Coromandel House Old No.12, New No.14 Boat Club Road Chennai 600028
19.	M V Subbiah Holds Shares In The Capacity Of Karta Of M V Subbiah Huf	Old No 10 New No 22, Boat Club Road Raja Annamalaipuram Chennai 600028
20.	M.M.Veerappan	Coromandel House, 14, Boat Club Road Raja Annamalai Puram Chennai 600028

S.No.	Name	Address
21.	V Arunachalam	9/5 Ambadi Road Kotturpuram Chennai 600085
22.	A Vellayan	9/5 Ambadi Road Kotturpuram Chennai 600085
23.	V Narayanan	9/5 Ambadi Road Kotturpuram Chennai 600085
24.	M M Venkatachalam On Behalf Of M M Venkatachalam Family Trust	No 10 Valliammai Achi Road Kotturpuram Chennai 600085
25.	M M Venkatachalam On Behalf Of M V Subramanian Family Trust	No 10 Valliammai Achi Road Kotturpuram Chennai 600085
26.	M M Venkatachalam On Behalf Of M V Muthiah Family Trust	No 10 Valliammai Achi Road Kotturpuram Chennai 600085

4.4.5. Summary of the main objects as per MOA:

The main objects of the Amalgamating Company 2 / Demerged Company 2 as set out in its Memorandum of Association, *inter-alia* include

- 4.4.5.1. To carry on all kinds of agency business.
- 4.4.5.2. To carry on business as sales agents and distributing agents of all kinds of goods and merchandise.
- 4.4.5.3. To carry on business as manufacturing representatives, sales agents, stockists or distributors of all kinds of manufactured goods.
- 4.4.5.4. To carry on business as Manufacturers, Processors, Sellers, Exporters, Importers and Dealers in India and abroad in all kinds of handmade and machine made floor coverings and Furnishing materials of every description made out of Cotton Silk, Jute, Natural Synthetic or other manmade fibers.4.4.5.5. To carry on the business of Manufacturers, Sellers, Exporters, Importers and Dealers in all varieties of textile made-ups textile goods, clothing and wearing apparel and dress materials made out of any material.
- 4.4.5.5. To carry on the business as Manufacturers, Sellers, Exporters, Importers and Dealers of Industrial, Mining, Agricultural and other machineries, Transport equipment and accessories, parts and components thereof, made out of ferrous, non-ferrous, synthetic or other materials.

4.4.6. Details of changes in name, registered office or objects clause of the Company in the last five years, if any:

Not Applicable

5. Relationship between the Companies who are parties to the Scheme

Amalgamating Company 1 is a wholly-owned subsidiary of Amalgamated Company 1/ Resulting Company.

Demerged Company 1/ Amalgamated Company 2 is a subsidiary of Amalgamated Company 1/ Resulting Company.

Amalgamated Company 1/ Resulting Company and Demerged Company 2/ Amalgamating Company 2 belong to Murugappa group, held by common set of Promoters.

6. Summary of Valuation Report

Basis the valuation report issued on 27 October, 2025 by SSPA & Co., Chartered Accountants, summary of the valuation report and the basis of valuation are provided below:

For amalgamation of MWTSPL into AIL

There was no valuation report obtained for the MWTSPL Amalgamation, given the same was an amalgamation of a wholly-owned subsidiary with its holding company.

For Demerger of PEIL Undertaking of PEIL into AIL

DCF Method under 'Income' Approach was considered for arriving at the relative value of PEIL Undertaking and CCM Method under 'Market' Approach was considered for arriving at the relative value of AIL. The following fair equity share entitlement ratio for the restructuring was recommended:

"1 (One) equity share of AIL of INR 10 each fully paid up for every 671 (Six Hundred and Seventy-One) equity shares of PEIL of INR 10 each fully paid up."

For Demerger of AEL Undertaking of AEL into AIL

DCF Method under 'Income' Approach was considered for arriving at the relative value of AEL Undertaking and CCM Method under 'Market' Approach was considered for arriving at the relative value of AIL. The following fair equity share entitlement ratio for the restructuring was recommended:

"20 (Twenty) equity shares of AIL of INR 10 each fully paid up for every 179 (One Hundred and Seventy-Nine) equity shares of AEL of INR 10 each fully paid up."

For Amalgamation of Residual AEL with Residual PEIL

NAV Method under 'Cost' Approach was considered for arriving at the relative value of Residual AEL, and DCF Method under 'Income' Approach was considered for arriving at the relative value of Residual PEIL. The following fair equity share exchange ratio for the restructuring was recommended:

"99 (Ninety-Nine) equity shares of PEIL of INR 10 each fully paid up for every 1 (One) equity share of AEL of INR 10 each fully paid up."

7. Details of capital restructuring

The details of the impact on the capital structure of the Companies are reproduced from the Scheme in Part 10 – please refer clauses 17 and 18 of the Scheme, as reproduced below.

8. Detail of debt restructuring:

There shall be no debt restructuring pursuant to the Scheme.

9. Rationale and Benefits of the Scheme

- (i) AIL, PEIL, AEL and MWTSPL are part of the Murugappa group of companies. AIL, being a systemically important non-deposit accepting core investment company, is engaged in the business of holding, managing and supervising the various strategic investments, held directly or indirectly by AIL, in various operating companies within the Murugappa group, which includes both listed and unlisted companies. AIL is holding a majority of the shareholding in PEIL and whole of the share capital of MWTSPL. The majority shareholding of AIL is held by members of

the Murugappa family, and the ultimate majority shareholding in AEL is also held by the said members of the Murugappa family.

- (ii) The proposed amalgamations and demergers contemplated under the Scheme are pursuant to an internal group restructuring of the Murugappa group.
- (iii) The MWTSPL Amalgamation, PEIL Demerger and AEL Demerger are collectively proposed with an intent to rationalise the group holding structure and increase operational efficiency. Specifically:
 1. the benefit of consolidation of financial resources, management and leadership leading to improved internal systems, enhanced business oversight and greater operational efficiency being available;
 2. combining the identified businesses and operations of MWTSPL, AEL and PEIL into AIL will contribute to the profitability of AIL by rationalization of management, strategy and administrative structures;
 3. the transactions will significantly avoid multiplicity of legal and regulatory compliance requirements thereby resulting in reduction of administrative and operational costs and overheads; and
 4. the transactions would lead to creation of value to various stakeholders of the Companies, as the combined business would benefit from an increase in scale and wider products and services portfolio.
- (iv) The AEL Amalgamation is intended to rationalise the group holding structure and amalgamate AEL (comprising the Remaining AEL Business which remains after the AEL Demerger) into PEIL. It is feasible and efficient to retain certain assets as part of the Remaining AEL Business and amalgamate AEL (comprising the Remaining AEL Business) with PEIL.
- (v) The Scheme would be in the best interest of the Companies and their respective shareholders, employees, creditors and other stakeholders.
- (vi) In furtherance of the aforesaid, this Scheme provides for the following:
 1. the amalgamation of MWTSPL / Amalgamating Company 1 with AIL / Amalgamated Company 1, by way of merger by absorption and consequent dissolution of MWTSPL / Amalgamating Company 1 without winding up, the cancellation of the equity shares of MWTSPL / Amalgamating Company 1 held by AIL / Amalgamated Company 1 ("MWTSPL Amalgamation");
 2. the transfer by way of a demerger of the PEIL Undertaking to AIL / Resulting Company, the consequent issue of equity shares by AIL / Resulting Company to the shareholders of PEIL / Demerged Company 1 in accordance with the PEIL Demerger Share Entitlement Ratio (as defined hereinafter) ("PEIL Demerger");
 3. the transfer by way of a demerger of the AEL Undertaking to AIL / Resulting Company, the consequent issue of equity shares by AIL / Resulting Company to the shareholders of AEL / Demerged Company 2 in accordance with the AEL Demerger Share Entitlement Ratio (as defined hereinafter) ("AEL Demerger");
 4. the amalgamation of AEL / Amalgamating Company 2 (comprising the Remaining AEL Business) with PEIL / Amalgamated Company 2 by way of merger by absorption and consequent dissolution of AEL / Amalgamating Company 2 without winding up and consequent issuance of PEIL Equity Shares to shareholders of AEL / Amalgamating

Company 2 in accordance with the AEL Amalgamation Share Exchange Ratio (as defined hereinafter) (“AEL Amalgamation”); and

5. various other matters consequential or integrally connected therewith;

pursuant to Sections 230 to 232 and other applicable provisions of the Act in the manner provided for in this Scheme and in compliance with the provisions the IT Act (as defined hereinafter), including Sections 2(1B) and 2(19AA) read with Section 2(41A) thereof.

10. The salient features of the Scheme are as follows:

PART A - DEFINITIONS, INTERPRETATION AND SHARE CAPITAL STRUCTURE

6. DEFINITIONS

In this Scheme, unless inconsistent with or repugnant to the subject or context, the following expressions shall have the meanings respectively assigned against them:

- a. **“Accounting Standards”** means the Indian Accounting Standards (Ind-AS) notified under the Companies (Indian Accounting Standards) Rules, 2015, as may be amended from time to time, as per Section 133 of the Act issued by the Ministry of Corporate Affairs and the other generally accepted accounting principles in India;
- b. **“Act”** means the Companies Act, 2013, the rules and regulations made thereunder and shall include any statutory modification(s) or re-enactment(s) thereof for the time being in force;
- c. **“AEL”** shall have the meaning set out in Clause *Error! Reference source not found.*;
- d. **“AEL Amalgamation”** shall have the meaning set out in Clause *Error! Reference source not found.*;
- e. **“AEL Amalgamation Record Date”** means a mutually agreed date to be fixed by the respective Boards of the Amalgamating Company 2 and the Amalgamated Company 2 for the purposes of determining the shareholders of the Amalgamating Company 2 to whom equity shares of the Amalgamated Company 2 would be allotted pursuant to the AEL Amalgamation in accordance with Clause *Error! Reference source not found.* of this Scheme;
- f. **“AEL Amalgamation Share Exchange Ratio”** shall have the meaning set out in Clause *Error! Reference source not found.*;
- g. **“AEL Demerged Business”** shall mean the design, manufacture and export business relating to floor covering, textiles and home furnishing products undertaken by Demerged Company 2;
- h. **“AEL Demerger”** shall have the meaning set out in Clause *Error! Reference source not found.*;
- i. **“AEL Demerger Share Entitlement Ratio”** shall have the meaning set out in Clause *Error! Reference source not found.*;
- j. **“AEL Funds”** shall have the meaning set out in Clause *Error! Reference source not found.*;
- k. **“AEL Transferred Employees”** means all the permanent employees of the Demerged Company 2 who are either: (a) engaged in or relate to the AEL Undertaking as on the Effective Date, or (b) jointly identified by the Boards or the management of the Demerged Company 2 and the Resulting Company as being necessary for the proper functioning of the AEL Undertaking;
- l. **“AEL Undertaking”** means all the businesses, undertakings, activities, operations and properties of the Demerged Company 2, of whatsoever nature and kind and wheresoever situated exclusively relating to the AEL Demerged Business but excluding the Remaining AEL Business as a going concern, including but not limited to, the following:

- i. *all immovable properties and rights thereto i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) including roads, drains and culverts, civil works, foundations for civil works, buildings, warehouses, offices, etc., of the Demerged Company 2 (details of which are extracted in Schedule III) that exclusively form part of the AEL Demerged Business, whether or not recorded in the books of accounts and all documents (including panchnamas, declarations, deeds or receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties;*
- ii. *all assets, as are movable in nature that exclusively form part of the AEL Demerged Business, whether present or future or contingent, tangible or intangible, in possession or not, corporeal or incorporeal, in each case, wherever situated (including furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations and vehicles), actionable claims, earnest monies and sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entities/ branches/ offices undertaking the AEL Demerged Business including the shares of Parry Murray and Company Limited (as defined hereinafter), outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with any Appropriate Authority, banks, customers and other persons, dividends declared or interest accrued thereon, reserves, provisions, funds, benefits of all agreements, shares, bonds, debentures, debenture stock, units or pass through certificates, securities, the benefits of any bank guarantees, performance guarantees, and tax related assets/credits, including but not limited to goods and service tax input credits, service tax input credits, central value added tax credits, value added/ sales tax/ entry tax credits or set-offs, advance tax, withholding tax/ TDS, taxes withheld/ paid in a foreign country, self-assessment tax, regular tax, minimum alternate tax, dividend distribution tax, securities transaction tax, surcharge, cess, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account, tax refunds, rights of any claim not made by the Demerged Company 2 in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made and any interest thereon, with regard to any law, act or rule or scheme made by the Appropriate Authority, but shall not include the AEL Remaining Business;*
- iii. *all permits, right of way, authorisations, clearances, benefits, registrations, rights, entitlements credits, certificates, awards, sanctions, allotments, quotas, and other licences, no objection certificates, exemptions, pre-qualifications, bids, tenders, letters of intent, expressions of interest, memoranda of understanding or similar instruments (whether vested or potential and whether under agreements or otherwise), permissions, approvals, privileges, memberships, consents, subsidies, income tax benefits and exemptions including the right to deduction for the residual period, i.e. for the period remaining as on the Appointed Date out of the total period for which the deduction is available in law if the amalgamation pursuant to this Scheme had not taken place, all other rights including sales tax deferrals and exemptions and other benefits, (in each case including the benefit of any applications made therefore), receivables, and liabilities related thereto, utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements and all other interests (including all tenancies, leases, and other assurances in favour of the Demerged Company 2 in relation to the AEL Demerged Business or powers or authorities granted by or to it) in connection with or relating to the AEL Demerged Business;*
- iv. *all contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding/ undertakings/ agreements, memoranda of agreed points, bids, tenders, tariff policies, expressions of interest, letters of intent, hire and purchase arrangements, power purchase agreements, tenancy rights, agreements for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, trade union arrangements, settlements, collective bargaining schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder forming part of the AEL Demerged Business;*
- v. *all insurance policies pertaining to the AEL Demerged Business;*

- vi. *all Intellectual Property (details of which are extracted in Schedule IV), applications, registrations, goodwill, trade names, service marks, copyrights, patents, project designs, marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, domain names, designs, trade secrets, research and studies, technical knowhow, confidential information and other benefits (in each case including the benefit of any applications made for the same) and all such rights of whatsoever description and nature that exclusively form part of the AEL Demerged Business;*
- vii. *all rights to use and avail telephones, 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 2 exclusively forming part of the AEL Demerged Business and 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 2 and which exclusively form part of the AEL Demerged Business;*
- viii. *all books, records, files, papers, process information and drawings, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, and all other records and documents, whether in physical or electronic form, relating to business activities and operations that exclusively form part of the AEL Demerged Business;*
- ix. *all Demerged AEL Liabilities;*
- x. *the AEL Transferred Employees, including Liabilities of AEL with regard to the AEL Transferred Employees, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise, as on the Effective Date;*
- xi. *all legal or other proceedings of whatsoever nature that exclusively form part of the AEL Demerged Business, which are capable of being continued by or against the Resulting Company under Applicable Law, other than proceedings under Tax Laws pertaining to the period prior to the Appointed Date; and*
- xii. *any assets, Liabilities, agreements, undertakings, activities, operations and properties that are determined by the Boards of the Demerged Company 2 and the Resulting Company as relating to or forming part of the AEL Demerged Business or which are necessary for conduct of, or the activities or operations of, the AEL Demerged Business;*
- m. *"AIL" shall have the meaning set out in Clause **Error! Reference source not found.**;*
- n. *"AIL Equity Shares" shall mean the fully paid up equity shares of AIL;*
- o. *"Amalgamated Companies" means collectively, the Amalgamated Company 1 and the Amalgamated Company 2, and individually, either Amalgamated Company 1 or Amalgamated Company 2;*
- p. *"Amalgamated Company 1" shall have the meaning set out in Clause **Error! Reference source not found.**;*
- q. *"Amalgamated Company 2" shall have the meaning set out in Clause **Error! Reference source not found.**;*
- r. *"Amalgamated Undertakings" means collectively, the MWTSPL Undertaking and the Remaining AEL Undertaking;*
- s. *"Amalgamating Companies" means collectively, the Amalgamating Company 1 and the Amalgamating Company 2, and individually, either Amalgamating Company 1 or Amalgamating Company 2;*

- t. **“Amalgamating Company 1”** shall have the meaning set out in Clause **Error! Reference source not found.**;
- u. **“Amalgamating Company 2”** shall have the meaning set out in Clause **Error! Reference source not found.**;
- v. **“Amalgamations”** means collectively, the MWTSPL Amalgamation and the AEL Amalgamation;
- w. **“Applicable Law”** means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, press notes, requirement or any similar form of determination by or decision of any Appropriate Authority, in each case having the force of law, and that is binding or applicable to a person, whether in effect as of the date on which this Scheme has been approved by the Boards or at any time thereafter;
- x. **“Appointed Date”** means opening of business on April 1, 2025 or such other date as the NCLT may direct / allow;
- y. **“Appropriate Authority”** means any applicable supra-national, national, central, state, municipal, provincial, local or similar governmental, statutory, regulatory, administrative authority, agency, commission, legislative body, departmental or public body or authority, board, branch, tribunal or court or other entity in India or any other country where the Companies conduct their business authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law, or any non-governmental regulatory or administrative authority, body or other organization in India or any other country where the Companies conduct their business to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law, or any stock exchange of India or any other country where the Companies conduct their business including the Registrar of Companies, regional director, RBI, NCLT, Tax department including the Central Board of Direct Taxes, income tax authorities, central and state GST departments and such other sectoral regulators or authorities as may be applicable;
- z. **“Board”** in respect of a Company, means the board of directors of such Company in office at the relevant time, and unless it is repugnant to the context, shall include a committee duly constituted and authorized thereby, and reference to **“Boards”** shall mean the board of directors of each of the Companies;
- aa. **“Companies”** or **“Company”** shall have the meaning set out in Clause **Error! Reference source not found.**;
- bb. **“Demerged AEL Liabilities”** shall have the meaning set out in Clause **Error! Reference source not found.**;
- cc. **“Demerged Companies”** shall mean, collectively, the Demerged Company 1 and Demerged Company 2, and individually, either of Demerged Company 1 or Demerged Company 2;
- dd. **“Demerged Company 1”** shall have the meaning set out in Clause **Error! Reference source not found.**;
- ee. **“Demerged Company 2”** shall have the meaning set out in Clause **Error! Reference source not found.**;
- ff. **“Demerged PEIL Liabilities”** shall have the meaning set out in Clause **Error! Reference source not found.**;
- gg. **“Demerged Undertakings”** means collectively, the AEL Undertaking and PEIL Undertaking;
- hh. **“Demerger Record Date”** means a mutually agreed date to be fixed by the respective Boards of the Demerged Companies and the Resulting Company for the purposes of determining the shareholders of the Demerged Companies to whom equity shares of the Resulting Company would be allotted pursuant to the PEIL Demerger and AEL Demerger in accordance with Clause **Error! Reference source not found.** and **Error! Reference source not found.**, respectively, of this Scheme;
- ii. **“Demergers”** means collectively, the PEIL Demerger and the AEL Demerger;

jj. **"Effective Date"** shall mean the date or last date of the dates on which all the conditions and matters referred to in *Clause Error! Reference source not found.* of this Scheme occur or have been fulfilled, obtained or waived, as applicable, in accordance with this Scheme and/or Applicable Law. References in this Scheme to the "date of coming into effect of this Scheme" or "upon the Scheme becoming effective" or "effectiveness of the scheme" shall mean the Effective Date;

kk. **"Encumbrance"** or to **"Encumber"** means without limitation (a) any options, claim, pre-emptive right, easement, limitation, attachment, restraint, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, including any option or right of pre-emption, public right, common right, easement rights, any attachment, restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off and/or any other interest held by a third party; (b) any voting agreement, conditional sale contracts, interest, option, right of first offer or transfer restriction; (c) any adverse claim as to title, possession or use; and / or (d) any agreement, conditional or otherwise, to create any of the foregoing;

ll. **"GST"** means the central tax as defined under the Central Goods and Services Tax Act, 2017, the integrated tax as defined under the Integrated Goods and Services Tax Act, 2017, and the state tax as defined under State Goods and Services Tax statutes;

mm. **"INR"** or **"Rupees"** means Indian rupees, being the lawful currency of the Republic of India;

nn. **"Intellectual Property"** means:

- i. *patents, utility models, rights in inventions, supplementary protection certificates;*
- ii. *rights in information (including know-how, confidential information and trade secrets) and the right to use, and protect the confidentiality of, confidential information;*
- iii. *trade marks, service marks, rights in logos, trade and business names, rights in each of get-up and trade dress and all associated goodwill, rights to sue for passing off and/or for unfair competition and domain names;*
- iv. *copyright, moral rights and related rights, rights in computer software, database rights, rights in designs, and semiconductor topography rights;*
- v. *marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, designs, research and studies;*
- vi. *any other intellectual property rights; and*
- vii. *all rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in paragraphs i to vi above,*
- viii. *in each case: (x) anywhere in the world; (y) whether unregistered or registered (including all applications, rights to apply and rights to claim priority); and (z) including all divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals and the right to sue for damages for past and current infringement in respect of any of the same;*

oo. **"IT Act"** means the Income-tax Act, 1961 as may be amended or supplemented from time to time (and any successor provisions or law), including any statutory modifications or reenactments thereof together with all applicable by-laws, rules, regulations, orders, ordinances, directions including circulars and notifications and similar legal enactments, in each case issued under the Income-tax Act, 1961;

pp. **"Liabilities"** means all debts (whether in Rupees or foreign currency), liabilities (including contingent liabilities, and obligations under any licenses or permits or schemes), loans raised and used, obligations incurred, duties of any kind, nature or description and undertakings of every kind or nature and the

liabilities of any description whatsoever whether present or future, and howsoever raised or incurred or utilized along with any charge, encumbrance, lien or security thereon;

qq. "MWTSPL" shall have the meaning set out in Clause **Error! Reference source not found.**;

rr. "MWTSPL Amalgamation" shall have the meaning set out in Clause **Error! Reference source not found.**

ss. "MWTSPL Funds" shall have the meaning set out in Clause 11.1;

tt. "MWTSPL Undertaking" means all the businesses, undertakings, activities, operations and properties of the Amalgamating Company 1, of whatsoever nature and kind and wheresoever situated, as a going concern, including but not limited to, the following:

- i. all immovable properties and rights thereto, i.e., land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) including roads, drains and culverts, civil works, foundations for civil works, buildings, warehouses, offices, etc., of the Amalgamating Company 1 (details of which are extracted in Schedule I) whether or not recorded in the books of accounts and all documents (including panchnamas, declarations, deeds or receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties;
- ii. all assets, as are movable in nature, whether present or future or contingent, tangible or intangible, in possession or not, corporeal or incorporeal, in each case, wherever situated (including furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations and vehicles), actionable claims, earnest monies and sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entities/ branches/ offices, outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with any Appropriate Authority, banks, customers and other persons, dividends declared or interest accrued thereon, reserves, provisions, funds, benefits of all agreements, shares, bonds, debentures, debenture stock, units or pass through certificates, securities, the benefits of any bank guarantees, performance guarantees, and tax related assets/credits, including but not limited to goods and service tax input credits, service tax input credits, central value added tax credits, value added/ sales tax/ entry tax credits or set-offs, advance tax, withholding tax/ TDS, taxes withheld/ paid in a foreign country, self-assessment tax, regular tax, minimum alternate tax, dividend distribution tax, securities transaction tax, surcharge, cess, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account, tax refunds, rights of any claim not made by the Amalgamating Company 1 in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made and any interest thereon, with regard to any law, act or rule or scheme made by the Appropriate Authority;
- iii. all permits, right of way, authorisations, clearances, benefits, registrations, rights, entitlements credits, certificates, awards, sanctions, allotments, quotas, and other licences, no objection certificates, exemptions, pre-qualifications, bids, tenders, letters of intent, expressions of interest, memoranda of understanding or similar instruments (whether vested or potential and whether under agreements or otherwise), permissions, approvals, privileges, memberships, consents, subsidies, income tax benefits and exemptions including the right to deduction for the residual period, i.e. for the period remaining as on the Appointed Date out of the total period for which the deduction is available in law if the amalgamation pursuant to this Scheme had not taken place, all other rights including sales tax deferrals and exemptions and other benefits, (in each case including the benefit of any applications made therefore), receivables, and liabilities related thereto, utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements and all other interests (including all tenancies, leases, and other assurances in favour of the Amalgamating Company 1 or powers or authorities granted by or to it) in connection with or relating to the Amalgamating Company 1;
- iv. all contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding/ undertakings/ agreements, memoranda of agreed points, bids, tenders,

tariff policies, expressions of interest, letters of intent, hire and purchase arrangements, power purchase agreements, tenancy rights, agreements for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, trade union arrangements, settlements, collective bargaining schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder forming part of the business of the Amalgamating Company 1;

- v. *all insurance policies of the Amalgamating Company 1;*
- vi. *all Intellectual Property, applications, registrations, goodwill, trade names, service marks, copyrights, patents, project designs, marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, domain names, designs, trade secrets, research and studies, technical knowhow, confidential information and other benefits (in each case including the benefit of any applications made for the same) and all such rights of whatsoever description and nature of the Amalgamating Company 1;*
- vii. *all rights to use and avail telephones, 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 Amalgamating Company 1 and 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 Amalgamating Company 1;*
- viii. *all books, records, files, papers, process information and drawings, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, and all other records and documents, whether in physical or electronic form, relating to business activities and operations of the Amalgamating Company 1;*
- ix. *all Liabilities of the Amalgamating Company 1, whether provided for or not in the books of account or disclosed in the balance sheet;*
- x. *the employees of the Amalgamating Company 1 including Liabilities with regard to the said employees, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise, as on the Effective Date; and*
- xi. *all legal or other proceedings of whatsoever nature of the Amalgamating Company 1;*
- uu. ***“National Company Law Tribunal” or “NCLT”*** means the National Company Law Tribunal at Chennai, Tamil Nadu and/or the National Company Law Appellate Tribunal of India, and shall include, if applicable, such other forum or Appropriate Authority as may be vested with the powers of a tribunal for the purposes of Sections 230 to 232 of the Act as may be applicable;
- vv. ***“Parry Murray and Company Limited”*** means Parry Murray and Company Limited, a company incorporated on December 13, 1929, and having its registered office at 3rd Floor Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR0 6BA, United Kingdom;
- ww. ***“PEIL”*** shall have the meaning set out in Clause ***Error! Reference source not found.***;
- xx. ***“PEIL Demerged Businesses”*** shall mean the businesses of: (i) trading of food intermediary products and packaged drinking water; and (ii) travel agency, undertaken by Demerged Company 1;
- yy. ***“PEIL Demerger”*** shall have the meaning set out in Clause ***Error! Reference source not found.***;
- zz. ***“PEIL Demerger Share Entitlement Ratio”*** shall have the meaning set out in Clause ***Error! Reference source not found.***

aaa. "**PEIL Equity Shares**" shall mean the fully paid-up equity shares of PEIL;

bbb. "**PEIL Funds**" shall have the meaning set out in Clause **Error! Reference source not found.**;

ccc. "**PEIL Transferred Employees**" means all the permanent employees of the Demerged Company 1 who are either: (a) engaged in or relate to the PEIL Undertaking as on the Effective Date, or (b) jointly identified by the Boards or the management of the Demerged Company 1 and the Resulting Company as being necessary for the proper functioning of the PEIL Undertaking;

ddd. "**PEIL Undertaking**" means all the businesses, undertakings, activities, operations and properties of the Demerged Company 1, of whatsoever nature and kind and wheresoever situated exclusively relating to the PEIL Demerged Businesses but excluding the Remaining PEIL Business as a going concern, including but not limited to, the following:

- i. all immovable properties and rights thereto i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) including roads, drains and culverts, civil works, foundations for civil works, buildings, warehouses, offices, etc., of the Demerged Company 1 (details of which are extracted in Schedule II) that exclusively form part of the PEIL Demerged Businesses, whether or not recorded in the books of accounts and all documents (including panchnamas, declarations, deeds or receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties;
- ii. all assets, as are movable in nature that exclusively form part of the PEIL Demerged Businesses, whether present or future or contingent, tangible or intangible, in possession or not, corporeal or incorporeal, in each case, wherever situated (including furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations and vehicles), actionable claims, earnest monies and sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entities/ branches/ offices undertaking the PEIL Demerged Businesses, outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with any Appropriate Authority, banks, customers and other persons, dividends declared or interest accrued thereon, reserves, provisions, funds, benefits of all agreements, shares, bonds, debentures, debenture stock, units or pass through certificates, securities, the benefits of any bank guarantees, performance guarantees, and tax related assets/credits, including but not limited to goods and service tax input credits, service tax input credits, central value added tax credits, value added/ sales tax/ entry tax credits or set-offs, advance tax, withholding tax/ TDS, taxes withheld/ paid in a foreign country, self-assessment tax, regular tax, minimum alternate tax, dividend distribution tax, securities transaction tax, surcharge, cess, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account, tax refunds, rights of any claim not made by the Demerged Company 1 in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made and any interest thereon, with regard to any law, act or rule or scheme made by the Appropriate Authority;
- iii. all permits, right of way, authorisations, clearances, benefits, registrations, rights, entitlements credits, certificates, awards, sanctions, allotments, quotas, and other licences, no objection certificates, exemptions, pre-qualifications, bids, tenders, letters of intent, expressions of interest, memoranda of understanding or similar instruments (whether vested or potential and whether under agreements or otherwise), permissions, approvals, privileges, memberships, consents, subsidies, income tax benefits and exemptions including the right to deduction for the residual period, i.e. for the period remaining as on the Appointed Date out of the total period for which the deduction is available in law if the amalgamation pursuant to this Scheme had not taken place, all other rights including sales tax deferrals and exemptions and other benefits, (in each case including the benefit of any applications made therefore), receivables, and liabilities related thereto, utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements and all other interests (including all tenancies, leases, and other assurances in favour of the Demerged Company 1 in relation to the PEIL Demerged Businesses or powers or authorities granted by or to it) in connection with or relating to the PEIL Demerged Businesses;

- iv. *all contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding/ undertakings/ agreements, memoranda of agreed points, bids, tenders, tariff policies, expressions of interest, letters of intent, hire and purchase arrangements, power purchase agreements, tenancy rights, agreements for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, trade union arrangements, settlements, collective bargaining schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder forming part of the business of the PEIL Demerged Businesses;*
- v. *all insurance policies pertaining to the PEIL Demerged Businesses;*
- vi. *all Intellectual Property, applications, registrations, goodwill, trade names, service marks, copyrights, patents, project designs, marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, domain names, designs, trade secrets, research and studies, technical knowhow, confidential information and other benefits (in each case including the benefit of any applications made for the same) and all such rights of whatsoever description and nature that exclusively form part of the PEIL Demerged Businesses;*
- vii. *all rights to use and avail telephones, 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 1 that exclusively forming part of the PEIL Demerged Businesses and 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 1 and which exclusively form part of the PEIL Demerged Businesses;*
- viii. *all books, records, files, papers, process information and drawings, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, and all other records and documents, whether in physical or electronic form, relating to business activities and operations that exclusively form part of the PEIL Demerged Businesses;*
- ix. *Demerged PEIL Liabilities;*
- x. *The PEIL Transferred Employees including Liabilities of PEIL with regard to PEIL Transferred Employees, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise, as on the Effective Date;*
- xi. *all legal or other proceedings of whatsoever nature that exclusively form part of the PEIL Demerged Businesses, which are capable of being continued by or against the Resulting Company under Applicable Law, other than proceedings under Tax Laws pertaining to the period prior to the Appointed Date; and;*
- xii. *any assets, Liabilities, agreements, undertakings, activities, operations and properties that are determined by the Boards of the Demerged Company 1 and the Resulting Company as relating to or forming part of the PEIL Demerged Business or which are necessary for conduct of, or the activities or operations of, the PEIL Demerged Business.*

eee. **“RBI”** means the Reserve Bank of India;

fff. **“Registrar of Companies”** means the Registrar of Companies, Chennai, Tamil Nadu, or such other Appropriate Authority having similar jurisdiction over the Companies;

ggg. **“Remaining AEL Business”** means any businesses, undertakings, activities, operations and properties, and investments of the Amalgamating Company 2, including shares held by AEL in Kan and More Private

Limited, other than those comprised in the AEL Demerged Business together with all assets, receivables and liabilities;

hhh. **“Remaining AEL Funds”** shall have the meaning set out in Clause **Error! Reference source not found.**;

iii. **“Remaining AEL Undertaking”** means the business, undertakings, activities, operations and properties of the Amalgamating Company 2, of whatsoever nature and kind and wheresoever situated, exclusively relating to the Remaining AEL Business, as a going concern, including but not limited to, the following:

i. investments (other than those forming part of the AEL Undertaking) held by AEL and loans and advances provided by AEL (other than those forming part of the AEL Undertaking); and

ii. all Liabilities of the Amalgamating Company 2, pertaining to the Remaining AEL Business, whether provided for or not in the books of account or disclosed in the balance sheet;

jjj. **“Remaining PEIL Business”** means any businesses, undertakings, activities, operations and properties, and investments of the Demerged Company 1 other than the PEIL Demerged Businesses, and including specifically the businesses of: (i) manufacturing of polymer meshes (which consists of extruded nets and knitted fabrics); and (ii) membrane manufacturing, undertaken by PEIL, and (iii) other investments held by PEIL which do not form part of the PEIL Undertaking;

kkk. **“Resulting Company”** shall have the meaning set out in Clause **Error! Reference source not found.**;

lll. **“Sanction Order”** means the order of the NCLT sanctioning this Scheme under the provisions of Sections 230 to 232 of the Act;

mmm. **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this composite scheme of arrangement in its present form as submitted to NCLT or this Scheme with such modification(s), if any made, in accordance with Clause **Error! Reference source not found.** hereto;

nnn. **“Tax”** or **“Taxes”** means and include any tax, whether direct or indirect, including income tax (including withholding tax, dividend distribution tax), GST, excise duty, central sales tax, service tax, octroi, local body tax and customs duty, duties, charges, fees, surcharge, cess, levies or other similar assessments by or payable to an Appropriate Authority, including in relation to: (a) 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 (b) 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;

ooo. **“Tax Laws”** means IT Act, Customs Act, 1962, Central Excise Act, 1944, Value Added Tax Act, applicable to any state in which the Companies operate, Central Sales Tax Act, 1956, any other state sales tax / value added tax laws, or service tax, GST or other Applicable Laws/ regulations dealing with taxes/ duties/ levies/cess;

ppp. **“TDS”** means tax deductible at source, in accordance with the provisions of the IT Act.

7. **INTERPRETATION**

- a.* All terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, and other Applicable Law, as the case may be or any statutory modification or re-enactment thereof for the time being in force.
- b.* References to clauses, recitals and schedules, unless otherwise provided, are to clauses, recitals and schedules of and to this Scheme.
- c.* The headings herein shall not affect the construction of this Scheme.

- d. Unless the context otherwise requires, reference to any law or to any provision thereof shall include references to any such law or to any provision thereof as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, or to any law or any provision which replaces it, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- e. The singular shall include the plural and vice versa; and references to one gender include all genders.
- f. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- g. References to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality).

8. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

9. SHARE CAPITAL

9.1 The authorized, issued, subscribed and paid-up share capital of AIL as on March 31, 2025 is as under:

<i>Share Capital</i>	<i>Amount (In INR)</i>
<i>Authorized Share Capital</i>	
70,00,000 equity shares of face value of INR 10 each	7,00,00,000
1,30,00,000 redeemable preference shares of face value of INR 10 each	13,00,00,000
<i>TOTAL</i>	20,00,00,000
<i>Issued, Subscribed and Paid Up Share Capital</i>	
24,43,022 equity shares of face value of INR 10 each fully paid	2,44,30,220
<i>TOTAL</i>	2,44,30,220

Subsequent to March 31, 2025 and up to the date of approval of the scheme by the Board of AIL, there has been no change in the authorized, issued, subscribed and paid-up share capital of AIL.

9.2 The authorized, issued, subscribed and paid up share capital of MWTSPL as on March 31, 2025 is as under:

<i>Share Capital</i>	<i>Amount (In INR)</i>
<i>Authorized Share Capital</i>	
22,50,000 equity shares of face value of INR 10 each	2,25,00,000
<i>TOTAL</i>	2,25,00,000
<i>Issued, Subscribed and Paid Up Share Capital</i>	
2,09,922 equity shares of face value of INR 10 each fully paid	20,99,220
<i>TOTAL</i>	20,99,220

Subsequent to March 31, 2025 and up to the date of approval of the scheme by the Board of MWTSPL, there has been no change in the authorized, issued, subscribed and paid-up share capital of MWTSPL.

9.3 The authorized, issued, subscribed and paid up share capital of PEIL as on March 31, 2025 is as under:

Share Capital	Amount (In INR)
<u>Authorized Share Capital</u>	
80,00,000 equity shares of face value of INR 10 each	8,00,00,000
60,00,000 redeemable preference shares of face value of INR 10 each	6,00,00,000
TOTAL	14,00,00,000
<u>Issued, Subscribed and Paid Up Share Capital</u>	
69,61,461 equity shares of face value of INR 10 each fully paid	6,96,14,610
60,00,000 redeemable preference shares of face value of INR 10 each	6,00,00,000
TOTAL	12,96,14,610

Subsequent to March 31, 2025 and up to the date of approval of the scheme by the Board of PEIL, there has been no change in the authorized, issued, subscribed and paid-up share capital of PEIL.

9.4 The authorized, issued, subscribed and paid up share capital of AEL as on March 31, 2025 is as under:

Share Capital	Amount (In INR)
<u>Authorized Share Capital</u>	
75,00,000 equity shares of face value of INR 10 each	7,50,00,000
TOTAL	7,50,00,000
<u>Issued, Subscribed and Paid Up Share Capital</u>	
4,80,000 equity shares of face value of INR 10 each fully paid-up	48,00,000
TOTAL	48,00,000

Subsequent to March 31, 2025 and up to the date of approval of the scheme by the Board of AEL, there has been no change in the authorized, issued, subscribed and paid-up share capital of AEL.

9.5 The shares of none of the aforesaid Companies are currently listed on any stock exchange.

PART C - MWTSP AMALGAMATION | AMALGAMATION OF THE AMALGAMATING COMPANY 1 INTO THE AMALGAMATED COMPANY 1

10 TRANSFER AND VESTING

Upon the Scheme becoming effective and with effect from the Appointed Date, the Amalgamating Company 1, shall, pursuant to Sections 230 to 232 and other applicable provisions of the Act, if any, and in terms of Section 2(1B) of the IT Act and pursuant to the Sanction Order, without any further act, instrument or deed, stand amalgamated into the Amalgamated Company 1 and the MWTSP Undertaking shall be and stand transferred to and vested in or be deemed to be transferred to and vested

in the Amalgamated Company 1, as a going concern without any further act, instrument, deed, matter or thing so as to become, the business, undertaking, activities, operations, assets, estate, liabilities, properties, right, title, interest and authorities of the Amalgamated Company 1 by virtue of and in the manner set out below.

10.1 TRANSFER OF ASSETS

10.1.1 *Without prejudice to the generality of the above, upon the Scheme becoming effective and with effect from the Appointed Date:*

- (i) *All the business, undertaking, activities, operations, estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances comprised in Amalgamating Company 1 of whatsoever nature and wheresoever situate shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Amalgamated Company 1 and shall be deemed to be transferred to and vested in the Amalgamated Company 1, as a going concern, so as to become, as and from the Appointed Date, the business, undertaking, activities, operations, estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances of the Amalgamated Company 1.*
- (ii) *All assets, estates, rights, title, claims, investments, interest and authorities acquired by Amalgamating Company 1 after the Appointed Date and prior to the Effective Date shall also, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, stand transferred to and vested in or be deemed to have been transferred to or vested in the Amalgamated Company 1 upon the coming into effect of this Scheme, without any further act, instrument or deed.*

10.1.2 *Without prejudice to the generality of the above, upon the Scheme becoming effective and with effect from the Appointed Date, the transfer of assets shall be as under:*

- (i) *In respect of such of the assets and properties of the Amalgamating Company 1, as are movable in nature (including shares and marketable securities) or incorporeal property and/or otherwise capable of transfer by manual or constructive delivery and/or by endorsement and/or delivery, including cash and bank balances, units of mutual funds, market instruments and securities, the same shall stand so transferred by the Amalgamating Company 1 or be deemed to be transferred by delivery or possession or by endorsement and delivery upon the coming into effect of the Scheme, and shall become the assets and property of the Amalgamated Company 1 with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without requiring any deed or instrument of conveyance for transfer of the same.*
- (ii) *In respect of such of the assets and properties belonging to the Amalgamating Company 1 (other than those referred to in Clause 10.1.1) including sundry debtors, actionable claims, receivables, bills, credits (including tax credits), loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits (with any government, quasi government, local or other authority or body or with any company or other person), the same shall stand transferred to and vested in the Amalgamated Company 1 and shall be deemed to have been transferred to and vested in the Amalgamated Company 1, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act and other applicable provisions of Applicable Law, if any. The Amalgamated Company 1 may, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vested in the Amalgamated Company 1 and be paid or made good or held on account of the Amalgamated Company 1 as the person entitled thereto.*

- (iii) *All assets, estate, rights, title, remedies, claims, rights of action, interest and authorities held by the Amalgamating Company 1, on the Appointed Date forming part of the MWTSP_L Undertaking, not otherwise specified in the above Clauses, shall also, without any further act, instrument or deed, stand transferred to and vested in or be deemed to be transferred to and vested in the Amalgamated Company 1 upon the coming into effect of this Scheme pursuant to the provisions of Sections 230-232 of the Act and all other applicable provisions of Applicable Laws.*
- (iv) *All immovable property, whether or not included in the books of the Amalgamating Company 1, whether freehold or leasehold or licensed properties (including but not limited to land, buildings, sites and immovable properties and any other document of title, rights, interest, right of way and easements in relation thereto) of the Amalgamating Company 1 exclusively shall stand transferred to and be vested in the Amalgamated Company 1 or be deemed to be transferred to and be vested in the Amalgamated Company 1 automatically without any act or deed to be done or executed by the Amalgamated Company 1 and/or the Amalgamating Company 1. All lease or license or rent agreements entered into by the Amalgamating Company 1 with various landlords, owners and lessors in connection with the use of the assets of the Amalgamating Company 1, together with security deposits, shall stand automatically transferred in favour of the Amalgamated Company 1 on the same terms and conditions, subject to Applicable Law, without any further act, instrument or deed. The Amalgamated Company 1 shall continue to pay rent amounts as provided for in such agreements and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreements by the Amalgamating Company 1. For the purpose of giving effect to the vesting order passed under Sections 230 to 232 of the Act in respect of this Scheme, the Amalgamated Company 1 shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges and fulfill all its obligations in relation to or applicable to all such immovable properties, including mutation and/or substitution of the ownership or the title to, or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authority(ies) in favour of the Amalgamated Company 1 pursuant to the Sanction Order and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act, instrument, or deed to be done or executed. It is clarified that the Amalgamated Company 1 shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. For the purposes of this Clause, the Boards of Amalgamating Company 1 and Amalgamated Company 1 may, in their absolute discretion, mutually decide the manner of giving effect to the transfer or vesting of the whole or part of the right, title and interest in all or any of the immovable properties along with any attendant formalities involved, including by way of execution of deed(s) of conveyance, assignment, transfer or rectification, in order to give effect to the objectives of the Scheme.*
- (v) *All Intellectual Property and rights thereto of Amalgamating Company 1, whether registered or unregistered, along with all rights of commercial nature including attached goodwill, title, interest, and all other interests relating to the goods or services being dealt with by the Amalgamating Company 1, shall be transferred to, and vest in, the Amalgamated Company 1.*
- (vi) *In so far as various incentives, subsidies, exemptions, remissions, reductions, export benefits, all indirect tax related benefits, including GST benefits, service tax benefits, all indirect tax related assets / credits, including but not limited to goods and service tax input credits, service tax input credits, value added / sales tax / entry tax credits or set-off, income tax holiday / benefit / losses / minimum alternative tax and other benefits or exemptions or privileges enjoyed, granted by any Appropriate Authority or by any other person, or availed of by the Amalgamating Company 1 are concerned, the same shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, without any further act or deed, vest with and be available to the Amalgamated Company 1 on the same terms and conditions as were available with the Amalgamating Company 1 and as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Amalgamated Company 1, to the end and intent that the right of the Amalgamating Company 1 to recover or realize the same, stands transferred to the Amalgamated Company 1 and that appropriate entries should be passed in its books to record the aforesaid changes.*

(vii) *With respect to the investments made by the Amalgamating Company 1 in shares, stocks, bonds, warrants, units of mutual funds or any other securities, shareholding interests in other companies, whether quoted or unquoted, by whatever name called, the same shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Amalgamated Company 1 on the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.*

(viii) *Any claims due to the Amalgamating Company 1 from their customers or otherwise and which have not been received by the Amalgamating Company 1 as on the date immediately preceding the Appointed Date as the case may be shall also belong to and be received by the Amalgamated Company 1.*

10.1.3 *For avoidance of doubt, in order to ensure the smooth transition and sales of products and inventory of the Amalgamating Company 1 manufactured and/or branded and/or labelled and/or packed in the name of the Amalgamating Company 1 prior to the Effective Date, the Amalgamated Company 1 shall have the right to own, use, market, sell, exhaust or to in any manner deal with any such products and inventory (including packing material) pertaining to the Amalgamating Company 1 at manufacturing locations or warehouses or elsewhere, without making any modifications whatsoever to such products and/or their branding, packing or labelling. All invoices / payment related documents pertaining to such products and inventory (including packing material) may be raised in the name of the Amalgamated Company 1 after the Effective Date.*

10.1.4 *Notwithstanding the fact that vesting of the MWTSPL Undertaking occurs by virtue of this Scheme, the Amalgamated Company 1 may, at any time on or after the Appointed Date, in accordance with the provisions hereof if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or arrangements with any party to any contract or arrangement to which the Amalgamating Company 1 is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Amalgamated Company 1 shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company 1 to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company 1.*

10.1.5 *On and from the Effective Date and thereafter, the Amalgamated Company 1 shall be entitled to operate all bank accounts of the Amalgamating Company 1 and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Amalgamating Company 1 in the name of the Amalgamating Company 1 in so far as may be necessary until the transfer of rights and obligations of the MWTSPL Undertaking to the Amalgamated Company 1 under this Scheme have been formally given effect to under such contracts and transactions.*

10.1.6 *It is clarified that with effect from the Effective Date and till such time that the name of the bank accounts of the Amalgamating Company 1 have been replaced with that of the Amalgamated Company 1, the Amalgamated Company 1 shall be entitled to operate the bank accounts of the Amalgamating Company 1 in the name of the Amalgamating Company 1 in so far as may be necessary. All cheques and other negotiable instruments, electronic fund transfers (such as NEFT, RTGS, etc.) and payment orders received or presented for encashment which are in the name of the Amalgamating Company 1 after the Appointed Date shall be accepted by the bankers of the Amalgamated Company 1 and credited to the account of the Amalgamated Company 1, if presented by the Amalgamated Company 1. It is hereby expressly clarified that any legal proceedings by or against the Amalgamating Company 1 in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Amalgamating Company 1 shall be instituted, or as the case may be, continued by or against the Amalgamated Company 1 after the Effective Date.*

10.2 TRANSFER OF LIABILITIES

10.2.1 *Upon coming into effect of this Scheme and with effect from the Appointed Date (or in case of any Liability incurred on a date on or after the Appointed Date, with effect from such date), all Liabilities, whether or not provided in the books of the Amalgamating Company 1 shall without any further act,*

instrument or deed be and stand transferred to the Amalgamated Company 1 to the extent that they are outstanding as on the Effective Date and shall thereupon become as and from the Appointed Date (or in case of any Liability incurred on a date on or after the Appointed Date, with effect from such date) the debts, duties, obligations, and liabilities of the Amalgamated Company 1, along with any Encumbrance relating thereto, on the same terms and conditions as were applicable to the Amalgamating Company 1 and Amalgamated Company 1 undertakes to meet, discharge and satisfy the same. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 10.2.1 of the Scheme.

- 10.2.2 Where any of the Liabilities has been partially or fully discharged by the Amalgamating Company 1 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Amalgamated Company 1, and all liabilities and obligations incurred by the Amalgamating Company 1 after the Appointed Date and prior to the Effective Date shall be deemed to have been incurred for and on behalf of the Amalgamated Company 1, and to the extent they are outstanding on the Effective Date, shall also without any further act, instrument or deed be and stand transferred to the Amalgamated Company 1 and shall become the liabilities and obligations of the Amalgamated Company 1.
- 10.2.3 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a liability including a contingent liability in whatever form), if any, due on the Effective Date between the Amalgamating Company 1 and the Amalgamated Company 1 shall automatically stand discharged and come to an end, and there shall be no liability in that behalf on the Amalgamating Company 1 and the Amalgamated Company 1, and the appropriate effect shall be given in the books of account and records of the Amalgamated Company 1.
- 10.2.4 Any reference in any security documents or arrangements (to which the Amalgamating Company 1 is a party) to an Amalgamating Company 1 and its assets and properties, shall be construed as a reference to the Amalgamated Company 1 and the assets and properties of the Amalgamating Company 1 transferred to the Amalgamated Company 1 by virtue of this Scheme. Without prejudice to the foregoing provisions, the Amalgamating Company 1 may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, to give formal effect to the above provisions, if required.
- 10.2.5 Upon the coming into effect of this Scheme, the Amalgamated Company 1 shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.
- 10.2.6 It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Amalgamated Company 1 is amended by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 10.2.7 The provisions of this Clause 0 and of Clause 0 below shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and / or superseded by the foregoing provisions.
- 10.2.8 Upon the coming into effect of this Scheme, the borrowing limits of the Amalgamated Company 1 in terms of Section 180(1)(c) of the Act shall be deemed increased without any further act, instrument or deed to the equivalent of the aggregate borrowings forming part of the Liabilities transferred by the Amalgamating Company 1 to the Amalgamated Company 1 pursuant to the Scheme. Such limits shall be incremental to the existing borrowing limits of the Amalgamated Company 1.

10.3 ENCUMBRANCES

- 10.3.1 The transfer and vesting of the assets to and in the Amalgamated Company 1 upon the coming into effect of the Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- 10.3.2 The Encumbrances, if any, existing prior to the Effective Date over the assets of the Amalgamating Company 1 which secure or relate to the Liabilities of the Amalgamating Company 1 shall, after the

Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Amalgamated Company 1. Provided that if any of the assets of the Amalgamating Company 1 have not been Encumbered in respect of the Liabilities, such assets shall remain unencumbered, and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Amalgamated Company 1. The absence of any formal amendment which may be required by a lender or trustee, or third party shall not affect the operation of the above.

- 10.3.3 *The existing Encumbrances over the other assets and properties of the Amalgamated Company 1 or any part thereof which relate to the liabilities and obligations of the Amalgamated Company 1 prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Amalgamating Company 1 transferred to and vested in the Amalgamated Company 1 by virtue of this Scheme.*
- 10.3.4 *If any Encumbrance of the Amalgamating Company 1 exists as on the Appointed Date but has been partially or fully released thereafter by the Amalgamating Company 1 on or after the Appointed Date but prior to the Effective Date, such release shall be deemed to be for and on account of the Amalgamated Company 1 upon the coming into effect of the Scheme.*
- 10.3.5 *Without any prejudice to the provisions of the foregoing Clauses and upon coming into effect of this Scheme, the Amalgamated Company 1 may enter into and execute such other deeds, instruments, documents and/or writings and/or do all acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.*

11 EMPLOYEES

- 11.1 *On the Scheme becoming effective, all employees of the Amalgamating Company 1 shall be deemed to have become employees of the Amalgamated Company 1 with effect from the Appointed Date or their respective joining date, whichever is later, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Amalgamated Company 1 shall not be less favourable than those applicable to them with reference to their employment in the Amalgamating Company 1 on the Effective Date. The services of all employees with the Amalgamating Company 1 prior to the MWTSP_L Amalgamation shall be taken into account for the purposes of all benefits to which the employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits and to this effect the accumulated balances, if any, standing to the credit of the employees in the existing provident fund, gratuity fund and superannuation funds nominated by the Amalgamated Company 1 and/or such new provident fund, gratuity fund and superannuation fund to be established and caused to be recognized by the Appropriate Authorities, by the Amalgamated Company 1, or to the government provident fund in relation to the employees who are not eligible to become members of the provident fund maintained by the Amalgamated Company 1.*
- 11.2 *It is expressly provided that, on the Scheme becoming effective, insofar as the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff and employees of the Amalgamating Company 1 are concerned (collectively, referred to as the "MWTSP_L Funds"), the investments made in the funds and liabilities shall be transferred to the similar funds created and/or nominated by the Amalgamated Company 1 and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Amalgamated Company 1, maintained as separate funds by the Amalgamated Company 1. In the event that the Amalgamated Company 1 does not have its own funds in respect of any of the above, the Amalgamated Company 1 may, subject to necessary approvals and permissions, continue to contribute to the MWTSP_L Funds, until such time that the Amalgamated Company 1 creates its own funds, at which time the funds and the investments and contributions pertaining to the employees of the Amalgamating Company 1 shall be transferred to the funds created by the Amalgamated Company 1.*
- 11.3 *Further to the transfer of the MWTSP_L Funds as set out in Clause 11.1 above, for all purposes whatsoever in relation to the administration or operation of the MWTSP_L Funds or in relation to the*

obligation to make contributions to the MWTSPF Funds in accordance with the provisions thereof, all rights, duties, powers and obligations of the Amalgamating Company 1 as on the Effective Date in relation to the MWTSPF Funds shall become those of the Amalgamated Company 1. It is clarified that the services of the employees will be treated as having been continuous for the purpose of the MWTSPF Funds.

11.4 *In relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the employees of the Amalgamating Company 1, the Amalgamated Company 1 shall stand substituted for the Amalgamating Company 1, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such employees.*

11.5 *Upon the coming into effect of this Scheme, the directors or key managerial personnel of the Amalgamating Company 1 will not become directors or key managerial personnel of the Amalgamated Company 1 merely by virtue of the provisions of this Scheme. It is clarified that this Scheme will not affect any directorship / key managerial position of a person who is already a director / key managerial personnel in the Amalgamated Company 1 as of the Effective Date, if any.*

12 *LEGAL PROCEEDINGS*

12.1 *Upon the coming into effect of this Scheme, if any suit, appeal, legal, or other proceeding of whatever nature, whether criminal or civil (including before any statutory or quasi-judicial authority or tribunal), under Applicable Law, by or against any of the Amalgamating Company 1 is pending on the Effective Date or is instituted any time thereafter, and if such proceedings are capable of being continued by or against the Amalgamated Company 1 under Applicable Law, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings shall be continued, prosecuted and enforced by or against the Amalgamated Company 1, as the case may be, after the Effective Date, in the same manner and to the same extent as it would have been continued, prosecuted and enforced by or against the Amalgamating Company 1, as if this Scheme had not been made.*

12.2 *The Amalgamated Company 1 undertakes to have all legal or other proceedings initiated by or against the Amalgamating Company 1 referred to in this Clause 0 transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Amalgamated Company 1 to the exclusion of the Amalgamating Company 1. The Amalgamated Company 1 shall make relevant applications in this connection.*

13 *CONTRACTS, DEEDS, ETC.*

13.1 *Upon coming into effect of this Scheme and subject to the other provisions of this Scheme, all contracts, deeds, bonds, schemes, insurance, letters of intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature to which Amalgamating Company 1 is a party or to the benefit of which Amalgamating Company 1 is eligible and which is subsisting or having effect on the Effective Date, shall without any further act or deed, continue in full force and effect against or in favour of the Amalgamated Company 1 and may be enforced by or against the Amalgamated Company 1 as fully and effectually as if, instead of Amalgamating Company 1, the Amalgamated Company 1 had been a party thereto. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 0 of the Scheme.*

13.2 *Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Amalgamating Company 1 occurs by virtue of this Scheme itself, the Amalgamated Company 1 may, at any time after the coming into effect of the Scheme, in accordance with its provisions, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), instruments, confirmations or other writings or arrangements with any party to any contract or arrangement to which Amalgamating Company 1 is a party, or any writings as may be necessary, in*

order to give formal effect to the provisions of this Scheme. The Amalgamated Company 1 shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company 1 and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company 1 to be carried out or performed.

14 PERMITS, CONSENTS AND LICENSES

14.1 *All the licenses, permits, permissions, consents, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, allotments, insurance cover, clearances, authorities, privileges, affiliations, easements, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted, conferred upon, held or availed of by and all rights and benefits that have accrued to Amalgamating Company 1, and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents received by Amalgamating Company 1 shall, pursuant to the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed, be transferred to and vest in or be deemed to have been transferred to and vested in and be available to the Amalgamated Company 1 so as to become as and from the Appointed Date, the estates, assets, licenses, permits, privileges, title, interests and authorities of the Amalgamated Company 1 and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in Applicable Law and the concerned licensors and grantors of such approvals, clearances, permissions, etc., shall endorse, where necessary, and record, in accordance with Applicable Law, the Amalgamated Company 1 on such approvals, clearances, permissions etc. so as to acknowledge and record the transfer and vesting of the MWTSP Undertaking in the Amalgamated Company 1 and continuation of operations of the Amalgamating Company 1 in the Amalgamated Company 1 without hindrance and that such approvals, clearances and permissions etc. shall remain in full force and effect in favour of or against the Amalgamated Company 1, as the case may be, the Amalgamated Company 1 shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Amalgamated Company 1 and may be enforced as fully and effectually as if, instead of the Amalgamating Company 1, the Amalgamated Company 1 had been a party or recipient or beneficiary or obligee thereto.*

14.2 *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, pre-qualifications, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Amalgamating Company 1 including by any Appropriate Authority, including the benefits of any applications made for any of the foregoing, shall, subject to Applicable Law, stand transferred to the Amalgamated Company 1 as if the same were originally given by, issued to or executed in favour of the Amalgamated Company 1, and the Amalgamated Company 1 shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Amalgamated Company 1. The Amalgamated Company 1 and/or Amalgamating Company 1 shall make necessary applications / file relevant forms to any Appropriate Authority as may be necessary in this behalf.*

14.3 *Upon this Scheme being effective, the past track record of the Amalgamating Company 1, including without limitation, the profitability, experience, credentials and market share, shall be deemed to be the track record of the Amalgamated Company 1 for all commercial and regulatory purposes including for the purposes of eligibility, standing, evaluation and participation of the Amalgamated Company 1 in all existing and future bids, tenders and contracts of all authorities, agencies and clients.*

14.4 *From the Appointed Date and until the licenses, permits, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status are transferred, vested, recorded, effected, and/or perfected, in the record of the Appropriate Authority, in favour of the Amalgamated Company 1, the Amalgamated Company 1 is authorized to carry on business in the name and style of the Amalgamating Company 1, and under the relevant license and/or permit and/or approval, as the case may be, and the Amalgamated Company 1 shall keep a record and/or account of such transactions.*

14.5 *It is hereby clarified that if the consent of any third party or Appropriate Authority, if any, is required to give effect to the provisions of Clauses 14.1 to 0 above, the said third party or Appropriate Authority shall make and duly record the necessary substitution/endorsement in the name of the Amalgamated*

Company 1 pursuant to the sanction of this Scheme, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Amalgamated Company 1 shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.

15 TAXATION MATTERS

- 15.1 *Notwithstanding anything to the contrary contained in this Scheme, upon effectiveness of this Scheme, the Amalgamated Company 1 shall be liable for any Tax payable to Appropriate Authorities under Tax Laws and shall be entitled to refunds of any Tax from Appropriate Authorities under Tax Laws, which, in each case, arise from the operation or activities of the Amalgamating Company 1 regardless of whether such payments or receipts are provided or recorded in the books of the Amalgamating Company 1 and whether such payments or receipts are due or realised on, before or after the Appointed Date.*
- 15.2 *Upon effectiveness of this Scheme, all Taxes paid or payable by the Amalgamating Company 1 in respect of its operations and/or the profits on and from the Appointed Date shall be on account of the Amalgamated Company 1. Upon effectiveness of this Scheme, the payment of any Tax, whether by way of deduction at source (including foreign tax credit), advance tax, self-assessment tax, minimum alternate tax, or otherwise howsoever, by the Amalgamating Company 1 in respect of its activities or operations on and from the Appointed Date, shall be deemed to have been paid by the Amalgamated Company 1, and shall in all proceedings, be dealt with accordingly.*
- 15.3 *Any refund of Tax paid under Tax Laws including income tax, sales tax, value added tax, service tax, GST, value added tax or any other Tax, in relation to the operation and activities of the Amalgamating Company 1 prior to or on or after the Appointed Date shall belong to and be received by the Amalgamated Company 1, even if the prescribed time limits for claiming such refunds or credits have lapsed.*
- 15.4 *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 an Appropriate Authority or availed of by the Amalgamating Company 1 shall, without any further act or deed, on or after the Appointed Date, vest with and be available to Amalgamated Company 1 on the same terms and conditions, as if the same had been originally allotted and/or granted and/or sanctioned and/or allowed to the Amalgamated Company 1.*
- 15.5 *Each of the Amalgamating Company 1 and the Amalgamated Company 1 shall be entitled to file/ revise its income-tax returns, TDS certificates, TDS returns, GST returns and other statutory returns, notwithstanding that the period for filing/ revising such returns may have lapsed and to obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Amalgamating Company 1 and the Amalgamated Company 1 and shall have the right to claim refunds, advance Tax credits, input Tax credit, credits of all Taxes paid/ withheld, if any, as may be required consequent to implementation of this Scheme.*
- 15.6 *Any actions taken by the Amalgamating Company 1 to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, Tax filings, etc.) on and from the Appointed Date up to the Effective Date shall be considered as adequate compliance by the Amalgamating Company 1 with such requirements under Tax Laws and such actions shall be deemed to constitute adequate compliance by the Amalgamated Company 1 with the relevant obligations under such Tax Laws.*
- 15.7 *Any unutilized GST credits of Amalgamating Company 1 shall, notwithstanding anything contained in this Clause 0, be transferred to the Amalgamated Company 1 in accordance with Applicable Laws. The Amalgamating Company 1 and Amalgamated Company 1 shall take such actions as may be necessary under Applicable Law to effect such transfer. GST credits and Liability in connection with GST pertaining to the activities or operations between the Appointed Date and the Effective Date shall, notwithstanding anything contained in this Clause 0 be dealt with in accordance with Applicable Law.*
- 15.8 *Any benefits under incentive schemes and policies relating to the Amalgamating Company 1 shall be transferred to and vested in the Amalgamated Company 1.*

16 VALIDITY OF EXISTING RESOLUTIONS

Upon the coming into effect of the Scheme, the resolutions, if any, of the Amalgamating Company 1, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Amalgamated Company 1, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, such limits shall be added to the limits, if any, under like resolutions passed by the Amalgamated Company 1, and shall constitute the aggregate of the said limits in the Amalgamated Company 1.

17 CANCELLATION OF SHARE CAPITAL

Notwithstanding anything contained under the Act, pursuant to the provisions of Sections 230 to 232 of the Act, the equity shares of Amalgamating Company 1 held by the Amalgamated Company 1, shall stand cancelled and extinguished without any further act, instrument or deed immediately upon the Scheme coming into effect. It is clarified that no new shares shall be issued, or payment made in cash or in kind, whatsoever, by the Amalgamated Company 1 in lieu of such shares of Amalgamating Company 1.

18 ISSUANCE OF AIL EQUITY SHARES FOR THE MWTSP AMALGAMATION

The Amalgamating Company 1 is a wholly owned subsidiary of Amalgamated Company 1 and accordingly, there would be no issue or allotment of shares of the Amalgamated Company 1 to the shareholders of Amalgamating Company 1 pursuant to the Scheme.

19 ACCOUNTING TREATMENT IN THE BOOKS OF THE AMALGAMATED COMPANY 1 FOR AMALGAMATION OF AMALGAMATING COMPANY 1 INTO THE AMALGAMATED COMPANY 1

Upon the Scheme becoming effective and with effect from the Appointed Date, the Amalgamated Company 1 shall account for the transfer and vesting of the assets and liabilities of the Amalgamating Company 1 in its books of accounts as per "Pooling of Interest Method" prescribed under the Indian Accounting Standard (Ind AS) 103 – "Business Combination" notified under Section 133 of the Act read with relevant rules issued thereunder and other applicable Accounting Standards provided under the Act, specifically:

- 19.1 *The Amalgamated Company 1 shall record the assets and liabilities of the Amalgamating Company 1 vested in it pursuant to the Scheme at their respective book values as appearing in the books of the Amalgamating Company 1 as on the Appointed Date.*
- 19.2 *The identity of the reserves of the Amalgamating Company 1, if any, shall be preserved and they shall appear in the financial statements of the Amalgamated Company 1 in the same form and manner in which they appeared in the financial statements of the Amalgamating Company 1.*
- 19.3 *The inter-company investments, loans, advances, deposits, balances unpaid dividend or other obligations between the Amalgamated Company 1 and the Amalgamating Company 1, if any appearing in the books of the Amalgamated Company 1 shall stand cancelled and there shall be no further obligation in that behalf.*
- 19.4 *The investments held by the Amalgamated Company 1 in the Amalgamating Company 1 as appearing in the books of accounts of the Amalgamated Company 1 shall be cancelled.*
- 19.5 *The difference between the net assets (i.e., aggregate of the book value of all assets over liabilities) & reserves transferred from the Amalgamating Company 1 after providing for adjustments as stated in Clause 0 and 0 above shall be accounted based on the accounting principles prescribed under Ind AS – 103, i.e. shall be transferred to the capital reserve.*

19.6 *The Amalgamated Company 1 shall record in its books of account, all transactions of the Amalgamating Company 1 in respect of assets, liabilities, income and expenses, from Appointed Date to the Effective Date.*

19.7 *In case of any difference in accounting policies between the Amalgamating Company 1 and the Amalgamated Company 1, the accounting policies followed by the Amalgamated Company 1 shall prevail to ensure that the financial statements reflect the financial position on the basis of consistent accounting policies.*

19.8 *Notwithstanding the above accounting treatment, the Board of the Amalgamated Company 1 is authorized to account for any of these transactions / balances in any manner whatsoever, as may be deemed fit, in accordance with applicable Accounting Standards notified under Section 133 of the Act read with relevant rules issued thereunder, and generally accepted accounting principles in India as amended from time to time and generally accepted accounting principles adopted in India.*

19.9 *As the Amalgamating Company 1 shall stand dissolved without being wound up upon the Scheme becoming effective, there is no accounting treatment prescribed under this Scheme in the books of Amalgamating Company 1.*

20 CONDUCT OF BUSINESS TILL EFFECTIVE DATE

20.1 *With effect from the Appointed Date and pursuant to the MWTSP Amalgamation, up to and including the Effective Date, the Amalgamating Company 1 shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions pertaining to the MWTSP Undertaking for and on account of, and in trust for the Amalgamated Company 1.*

20.2 *All profits and income accruing or arising to the Amalgamating Company 1, and losses and expenditure arising or incurred by the Amalgamating Company 1 (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Amalgamated Company 1.*

20.3 *Any of the rights, powers, authorities or privileges exercised by the Amalgamating Company 1 for the period commencing from the Appointed Date shall be deemed to have been exercised by the Amalgamating Company 1 for and on behalf of, and in trust for and as an agent of the Amalgamated Company 1. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Amalgamating Company 1, for the period commencing from the Appointed Date, shall be deemed to have been undertaken for and on behalf of and as an agent for the Amalgamated Company 1.*

20.4 *All Taxes (including but not limited to advance tax, self-assessment tax, regular tax, TDS, minimum alternate tax credits, dividend distribution tax, securities transaction tax, taxes withheld / paid in a foreign country, value added tax, sales tax, service tax, goods and service tax, surcharge, cess, etc.) paid / payable by or refunded / refundable to Amalgamating Company 1 with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds / claims, etc. as the case may be, of the Amalgamated Company 1, and any tax incentives, advantages, privileges, accumulated losses and allowance for unabsorbed depreciation as per Section 72A of the IT Act, losses brought forward and unabsorbed depreciation as per books of account, deductions otherwise admissible including payment admissible on actual payment or on deduction of appropriate taxes or on payment of TDS, such as under Sections 40, 40A, 43B, etc. of the IT Act, exemptions, credits, deductions / holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to the Amalgamating Company 1, shall pursuant to this Scheme becoming effective, be available to the Amalgamated Company 1, and, shall, in all proceedings, be dealt with accordingly.*

20.5 *Subject to the terms of the Scheme, the transfer and vesting of the Amalgamating Company 1 as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Amalgamating Company 1 on or before the Appointed Date or after the Appointed Date till the Effective*

Date, to the end and intent that the Amalgamated Company 1 accepts and adopts all acts, deeds and things made, done and executed by the Amalgamating Company 1 as acts, deeds and things made, done and executed by or on behalf of the Amalgamated Company 1.

21 DISSOLUTION OF AMALGAMATING COMPANY 1

On the Effective Date, Amalgamating Company 1 shall stand dissolved without being wound-up and without any further act or deed.

Other disclosures/ details

1. The rights and interests of the members and the creditors of Ambadi Investments Limited, Murugappa Water Technology and Solutions Private Limited, Ambadi Enterprises Limited and Parry Enterprises India Limited will not be prejudicially affected by this Scheme.
2. No investigations or proceedings have been instituted or are pending under the provisions of Chapter XIV of the Companies Act, 2013 or under the provisions of the Companies Act, 1956 or any other law against the Second Applicant Company.
3. No winding up petition is pending against the Second Applicant Company.
4. In compliance with the provisions of Section 232(2) of the Companies Act, 2013, the Board of Directors of the Second Applicant Company, have adopted a Report, inter-alia, explaining the effect of the Scheme on each class of shareholders, directors, key managerial personnel, promoter and non-promoter members and employees of the Second Applicant Company. A copy of the Report adopted by the Board of Directors of the Second Applicant Company is enclosed to this Explanatory Statement as **Annexure D**.
5. The Scheme is not expected to have any adverse effect on the Key Managerial Personnel, directors, equity shareholders, secured or unsecured creditors, non-promoter members, and employees of the Second Applicant Company wherever relevant, as no sacrifice or waiver is at all called from them nor their rights sought to be modified in any manner.
6. Corporate creditors intending to send their authorised representatives to attend the meeting are requested to lodge a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate not later than 48 (Forty Eight) hours before commencement of the meeting, authorising such person to attend and vote on its behalf at the meeting to the Scrutinizer at varshini.vinita@gmail.com from their registered e-mail address with a copy marked to the Company at its e-mail address viz. secretarial@mwts.murugappa.com .
7. The following documents will be available for inspection by the Secured creditors of the Second Applicant Company at, Parry House, 43 Moore Street, Chennai – 600001 up to 5th March 2026 between 10:00 AM to 5:00 PM (except Saturdays, Sundays and public holidays):
 - a) Certified copy of the Order of the Hon'ble National Company Law Tribunal, Division Bench, Chennai dated 12th January 2026 passed in CA(CAA)/92/CHE/2025 directing and convening of the meeting of Secured creditors of the Second Applicant Company/Murugappa Water Technology and Solutions Private Limited
 - b) Composite Scheme of Arrangement
 - c) Memorandum and Articles of Association of Ambadi Investments Limited, Murugappa Water Technology and Solutions Private Limited, Parry Enterprises India Limited and Ambadi Enterprises Limited.

- d) Annual Reports of Ambadi Investments Limited and Murugappa Water Technology and Solutions Private Limited for the last three financial years ended March 31 2023, March 31 2024 and March 31 2025.
- e) Copies of the Provisional Unaudited Financial Statements of Murugappa Water Technology and Solutions Private Limited for the period ending 30/09/2025 and the Provisional Unaudited Financial Statements of Ambadi Investments Limited for the period ending 30th September, 2025.
- f) Copies of the Resolutions passed by the respective Board of Directors of Ambadi Investments Limited, Murugappa Water Technology and Solutions Private Limited and Ambadi Enterprises Limited on 29 October 2025 and copy of resolution passed by the Board of Directors of Parry Enterprises India Limited on 27 October 2025 approving the Scheme..
- g) Report adopted by the Board of Directors of the Second Applicant Company as required under Section 232(2)(c) of the Companies Act, 2013.
- h) Certificates from the respective Statutory Auditors of the Murugappa Water Technology and Solutions Private Limited , Parry Enterprises India Limited, Ambadi Investments Limited, and Ambadi Enterprises Limited to the effect that the accounting treatment, if any, proposed in the Scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.
- i) Copy of the Company Application CA(CAA)/92/CHE/2025 and the Affidavit in support thereof.
- j) Copy of the Valuation Report dated October 27, 2025 by SSPA & Co., Chartered Accountants in relation to the: (i) share entitlement for issuance and allotment of shares of Ambadi Investments Limited to the shareholders of Parry Enterprises India Limited for the demerger of Parry Enterprises India Limited into Ambadi Investments Limited; (ii) share entitlement for issuance and allotment of shares of Ambadi Investments Limited to the shareholders of Ambadi Enterprises Limited for the demerger of Ambadi Enterprises Limited into Ambadi Investments Limited; and (iii) share exchange ratio for the proposed amalgamation of Ambadi Enterprises Limited into Parry Enterprises India Limited

8. This statement may be treated as an Explanatory Statement under Section 230 of the Companies Act, 2013 read with Section 102 of the Companies Act, 2013. A copy of the Scheme and Explanatory statement may also be obtained free of cost from the registered office of the Second Applicant Company.

Dated at Chennai on this 29th January, 2026

Sd/-

A Venkatachalam
Director
DIN: 00115568

Murugappa Water Technology and Solutions Private Limited
Registered Office
Parry House, 43 Moore Street
Chennai – 600001

**COMPOSITE SCHEME OF
ARRANGEMENT (DEMERGER) AND
AMALGAMATION**

AMONGST

AMBADI INVESTMENTS LIMITED

AND

**MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS
PRIVATE LIMITED**

AND

PARRY ENTERPRISES INDIA LIMITED

AND

AMBADI ENTERPRISES LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

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

For Ambadi Investments Limited

M M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

A. Venkateshwaran

(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

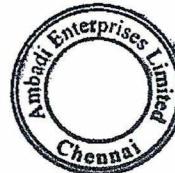
K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



PART A - GENERAL

1. PREAMBLE

1.1 This composite scheme of arrangement is presented under Sections 230 to 232 and other applicable provisions of the Act (*as defined hereinafter*) amongst Ambadi Investments Limited ("AIL" or "Amalgamated Company 1" or "Resulting Company"), Murugappa Water Technology and Solutions Private Limited ("MWTSPL" or "Amalgamating Company 1"), Parry Enterprises India Limited ("PEIL" or "Demerged Company 1" or "Amalgamated Company 2"), Ambadi Enterprises Limited ("AEL" or "Demerged Company 2" or "Amalgamating Company 2") and their respective shareholders and creditors.

(AIL, MWTSPL, PEIL and AEL are collectively referred to as "Companies" and individually as a "Company").

1.2 The Scheme (*as defined hereinafter*), *inter alia*, provides for:

- (i) the MWTSPL Amalgamation (*as defined hereinafter*) i.e. the amalgamation of MWTSPL with AIL, by way of merger by absorption and the cancellation of the equity shares of MWTSPL held by AIL;
- (ii) the PEIL Demerger (*as defined hereinafter*), i.e. the demerger of the PEIL Undertaking (*as defined hereinafter*) into AIL;
- (iii) the AEL Demerger (*as defined hereinafter*), i.e. the demerger of the AEL Undertaking (*as defined hereinafter*) into AIL;
- (iv) the AEL Amalgamation (*as defined hereinafter*), i.e. the amalgamation of AEL comprising the Remaining AEL Business (*as defined hereinafter*) with PEIL by way of merger by absorption and the consequent issuance of the PEIL Equity Shares (*as defined hereinafter*) to the shareholders of AEL; and
- (v) various other matters consequential or otherwise integrally connected therewith; each in the manner as more particularly described in this Scheme.

2. BACKGROUND

2.1 AIL was incorporated on May 6, 1942, under the provisions of the Travancore Companies Act, 1914 and is a public company within the meaning of the Act, having CIN - U65993TN1942PLC003659. Its registered office is at Parry House, 5th floor, 43 Moore Street, Chennai, 600001, Tamil Nadu. AIL is registered with the RBI (*as defined hereinafter*) as a systemically important non-deposit accepting core investment company.

2.2 AIL, being a systemically important non-deposit accepting core investment company, is engaged in the business of holding, managing and supervising the various strategic investments, held directly or indirectly by AIL, in various operating companies within the Murugappa group, which includes both listed and unlisted companies.

2.3 MWTSPL was incorporated on September 29, 1993, under the provisions of the Companies Act, 1956 and is a private company within the meaning of the Act, having CIN - U29309TN1993PTC025896. Its registered office is at Parry House, 43 Moore Street, Chennai, 600001, Tamil Nadu. MWTSPL is a wholly owned subsidiary of AIL.

For Ambadi Investments Limited

M M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

1

E. Venkatesan

(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan

Chairman And Whole-Time Director

Ice Li



For Ambadi Enterprises Limited

(Authorised Signatory)



2.4 MWTSP is engaged in the business of (i) design, manufacturing, supply, installation, operation, and maintenance of equipment and systems related to water and wastewater treatment; (ii) solutions for membrane systems and zero liquid discharge storage; and (iii) repacking and supply of chemicals for various water treatment applications - including raw water, process water, cooling water, boiler water, membrane cleaning, and wastewater, utilizing green chemistry approaches to promote sustainability.

2.5 PEIL was incorporated on December 14, 1990, under the provisions of the Companies Act, 1956 and is a public company within the meaning of the Act, having CIN - U74110TN1990PLC020023. Its registered office is at Dare House, No. 234, N.S.C. Bose Road, Chennai, 600001, Tamil Nadu. PEIL is a subsidiary of AIL, with AIL holding ~86.86% (eighty six point eight six per cent) shareholding in PEIL.

2.6 PEIL is engaged in the business of (i) travel agency (ii) manufacturing, assembling, importing, exporting of medical equipment, leather goods and materials, carpets, chemicals, plastics and polymers; (iii) membrane business including ultra filtration, bioreactors, reverse osmosis etc.; and (iv) food intermediary products.

2.7 AEL was incorporated on November 18, 1941, under the provisions of the Companies Act, 1913 and is a public company within the meaning of the Act, having CIN - U65991TN1941PLC001437. Its registered office is at Parry House 5th floor, 43 Moore Street, Chennai, 600001, Tamil Nadu.

2.8 AEL is engaged in the business of design development, manufacturing, trading and export of all kinds of design led textiles and furnishing goods such as (i) carpets, rugs, floor coverings; (ii) textiles home furnishing products; and (iii) value added textiles furnishing fabrics.

3. RATIONALE AND OBJECTIVE OF THE SCHEME

3.1 The Companies are part of the Murugappa group of companies. AIL, being a systematically important non-deposit accepting core investment company, is engaged in the business of holding, managing and supervising the various strategic investments, held directly or indirectly by AIL, in various operating companies within the Murugappa group, which includes both listed and unlisted companies. AIL is holding a majority of the shareholding in PEIL and whole of the share capital of MWTSP. The majority shareholding of AIL is held by members of the Murugappa family, and the ultimate majority shareholding in AEL is also held by the said members of the Murugappa family.

3.2 The proposed Amalgamations and Demergers contemplated under this Scheme are pursuant to an internal group restructuring of the Murugappa group.

3.3 The MWTSP Amalgamation, PEIL Demerger and AEL Demerger are collectively proposed with an intent to rationalise the group holding structure and increase operational efficiency. Specifically:

- (i) the benefit of consolidation of financial resources, management and leadership leading to improved internal systems, enhanced business oversight and greater operational efficiency being available;
- (ii) combining the identified businesses and operations of MWTSP, AEL and PEIL into AIL will contribute to the profitability of AIL by rationalization of management, strategy and administrative structures;

For Ambadi Investments Limited

M M Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



- (iii) the transactions will significantly avoid multiplicity of legal and regulatory compliance requirements thereby resulting in reduction of administrative and operational costs and overheads; and
- (iv) the transactions would lead to creation of value to various stakeholders of the Companies, as the combined business would benefit from an increase in scale and wider products and services portfolio.

3.4 The AEL Amalgamation is intended to rationalise the group holding structure and amalgamate AEL (comprising the Remaining AEL Business which remains after the AEL Demerger) into PEIL. It is feasible and efficient to retain certain assets as part of the Remaining AEL Business and amalgamate AEL (comprising the Remaining AEL Business) with PEIL.

3.5 The Scheme would be in the best interest of the Companies and their respective shareholders, employees, creditors and other stakeholders.

3.6 In furtherance of the aforesaid, this Scheme provides for the following:

- (i) the amalgamation of MWTSPL / Amalgamating Company 1 with AIL / Amalgamated Company 1, by way of merger by absorption and consequent dissolution of MWTSPL / Amalgamating Company 1 without winding up, the cancellation of the equity shares of MWTSPL / Amalgamating Company 1 held by AIL / Amalgamated Company 1 ("MWTSPL Amalgamation");
- (ii) the transfer by way of a demerger of the PEIL Undertaking to AIL / Resulting Company, the consequent issue of equity shares by AIL / Resulting Company to the shareholders of PEIL / Demerged Company 1 in accordance with the PEIL Demerger Share Entitlement Ratio (*as defined hereinafter*) ("PEIL Demerger");
- (iii) the transfer by way of a demerger of the AEL Undertaking to AIL / Resulting Company, the consequent issue of equity shares by AIL / Resulting Company to the shareholders of AEL / Demerged Company 2 in accordance with the AEL Demerger Share Entitlement Ratio (*as defined hereinafter*) ("AEL Demerger");
- (iv) the amalgamation of AEL / Amalgamating Company 2 (comprising the Remaining AEL Business) with PEIL / Amalgamated Company 2 by way of merger by absorption and consequent dissolution of AEL / Amalgamating Company 2 without winding up and consequent issuance of PEIL Equity Shares to shareholders of AEL / Amalgamating Company 2 in accordance with the AEL Amalgamation Share Exchange Ratio (*as defined hereinafter*) ("AEL Amalgamation"); and
- (v) various other matters consequential or integrally connected therewith;

pursuant to Sections 230 to 232 and other applicable provisions of the Act in the manner provided for in this Scheme and in compliance with the provisions the IT Act (*as defined hereinafter*), including Sections 2(1B) and 2(19AA) read with Section 2(41A) thereof.

4. OPERATION OF THE SCHEME

4.1 The MWTSPL Amalgamation in accordance with this Scheme shall take effect from the Appointed Date (*as defined hereinafter*) and will be in compliance with the provisions of Sections 230 to 232 and other applicable provisions of the Act and Section 2(1B) of the IT Act, such that:

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M M Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

(Authorised Signatories)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



- (i) All the properties/assets of Amalgamating Company 1, immediately before the MWTSPL Amalgamation, shall become the property/assets of the Amalgamated Company 1, by virtue of the MWTSPL Amalgamation; and
- (ii) All the liabilities of Amalgamating Company 1, immediately before the MWTSPL Amalgamation, shall become the liabilities of Amalgamated Company 1, by virtue of the MWTSPL Amalgamation.

4.2 The PEIL Demerger in accordance with this Scheme shall take effect from the Appointed Date and will be in compliance with the provisions of Sections 230 to 232 and other applicable provisions of the Act and Section 2(19AA) of the IT Act, such that:

- (i) All the properties forming part of the PEIL Undertaking as on the Appointed Date shall be transferred to and become the properties of the Resulting Company by virtue of this Scheme;
- (ii) All the liabilities relating to the PEIL Undertaking, as on the Appointed Date shall become the liabilities of the Resulting Company by virtue of this Scheme;
- (iii) The properties and the liabilities relating to the PEIL Undertaking shall be transferred to the Resulting Company at the value appearing in the books of accounts of the Demerged Company 1 immediately before the PEIL Demerger;
- (iv) The Resulting Company shall issue, in consideration of the PEIL Demerger, its equity shares to all the shareholders of the Demerged Company 1 (except to the extent of shares held by the Resulting Company in Demerged Company 1) as on the Demerger Record Date (*as defined hereinafter*) on a proportionate basis, in accordance with this Scheme;
- (v) All the shareholders of the Demerged Company 1 as on the Demerger Record Date shall become the shareholders of the Resulting Company by virtue of the PEIL Demerger;
- (vi) The transfer of the PEIL Undertaking to the Resulting Company shall be on a going concern basis; and
- (vii) The PEIL Demerger is in accordance with the conditions, if any, notified under sub-section (5) of section 72A of the IT Act, by the Central Government in this behalf.

4.3 The AEL Demerger in accordance with this Scheme shall take effect from the Appointed Date and will be in compliance with the provisions of Sections 230 to 232 and other applicable provisions of the Act and Section 2(19AA) of the IT Act, such that:

- (i) All the properties forming part of the AEL Undertaking as on the Appointed Date shall be transferred to and become the properties of the Resulting Company by virtue of this Scheme;
- (ii) All the liabilities relating to the AEL Undertaking, as on the Appointed Date shall become the liabilities of the Resulting Company by virtue of this Scheme;
- (iii) The properties and the liabilities relating to the AEL Undertaking shall be transferred to the Resulting Company at the value appearing in the books of accounts of the Demerged Company 2 immediately before the AEL Demerger or

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M M Krishnappa
Authorized Signatory.



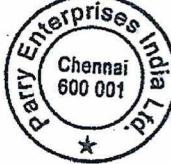
For Murugappa Water Technology and Solutions Pvt Ltd

S. Venkatesan
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

Subbarao
(Authorised Signatory)



such other values as required by Accounting Standards specified in the Annexure to the Companies (Indian Accounting Standards) Rules, 2015;

- (iv) The Resulting Company shall issue, in consideration of the AEL Demerger, its equity shares to all the shareholders of the Demerged Company 2 (except to the extent of shares held by the Resulting Company in Demerged Company 2) as on the Demerger Record Date on a proportionate basis, in accordance with this Scheme;
- (v) All the shareholders of the Demerged Company 2 as on the Demerger Record Date shall become the shareholders of the Resulting Company by virtue of the AEL Demerger;
- (vi) The transfer of the AEL Undertaking to the Resulting Company shall be on a going concern basis; and
- (vii) The AEL Demerger is in accordance with the conditions, if any, notified under sub-section (5) of section 72A of the IT Act, by the Central Government in this behalf.

4.4 The AEL Amalgamation in accordance with this Scheme shall take effect from the Appointed Date and will be in compliance with the provisions of Sections 230 to 232 and other applicable provisions of the Act and Section 2(1B) of the IT Act, such that:

- (i) all the property/assets of AEL at the time of the AEL Amalgamation comprising the Remaining AEL Business, following the AEL Demerger, shall become the property/assets of the Amalgamated Company 2, by virtue of the AEL Amalgamation; and
- (ii) all the liabilities of AEL at the time of the AEL Amalgamation, being those relating to the Remaining AEL Business, shall become the liabilities of the Amalgamated Company 2, by virtue of the AEL Amalgamation
- (iii) The Amalgamated Company 2 shall issue shares to all the shareholders of the Amalgamating Company 2.

4.5 If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(1B) or Section 2(19AA) of the IT Act with respect to the MWT SPL Amalgamation, PEIL Demerger, AEL Demerger, and/or the AEL Amalgamation, respectively, at a later date, including as a result of any amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) and Section 2(19AA) of the IT Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) and Section 2(19AA) of the IT Act, as the case may be. Such modifications shall however not affect the other parts of the Scheme.

5. PARTS OF THE SCHEME

5.1 The Scheme is divided into following parts:

- (i) **Part A** deals with background of the Companies, rationale and objective and overview of the Scheme;
- (ii) **Part B** deals with the definitions, interpretation and share capital structure of the Companies;

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M. Murugappa
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K R Srinivasan

Chairman And Whole-Time Director



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- (iii) Part C deals with the MWTSPL Amalgamation and consequent dissolution, without winding up, of the Amalgamating Company 1;
- (iv) Part D deals with PEIL Demerger, i.e., transfer and vesting of the PEIL Undertaking into the Resulting Company on a going concern basis;
- (v) Part E deals with AEL Demerger, i.e., transfer and vesting of the AEL Undertaking into the Resulting Company on a going concern basis;
- (vi) Part F deals with the AEL Amalgamation and consequent dissolution, without winding up, of the Amalgamating Company 2; and
- (vii) Part G deals with the general terms and conditions applicable to the Scheme.

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M. M. Murugappa
Authorized Signatory



For Murugappa Water Technology and Solutions Pvt Ltd

S. V. Lakshmi Devi
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



PART B - DEFINITIONS, INTERPRETATION AND SHARE CAPITAL STRUCTURE

6. DEFINITIONS

6.1 In this Scheme, unless inconsistent with or repugnant to the subject or context, the following expressions shall have the meanings respectively assigned against them:

- (i) **“Accounting Standards”** means the Indian Accounting Standards (Ind-AS) notified under the Companies (Indian Accounting Standards) Rules, 2015, as may be amended from time to time, as per Section 133 of the Act issued by the Ministry of Corporate Affairs and the other generally accepted accounting principles in India;
- (ii) **“Act”** means the Companies Act, 2013, the rules and regulations made thereunder and shall include any statutory modification(s) or re-enactment(s) thereof for the time being in force;
- (iii) **“AEL”** shall have the meaning set out in Clause 1.1;
- (iv) **“AEL Amalgamation”** shall have the meaning set out in Clause 3.6(iv);
- (v) **“AEL Amalgamation Record Date”** means a mutually agreed date to be fixed by the respective Boards of the Amalgamating Company 2 and the Amalgamated Company 2 for the purposes of determining the shareholders of the Amalgamating Company 2 to whom equity shares of the Amalgamated Company 2 would be allotted pursuant to the AEL Amalgamation in accordance with Clause 60.1(i) of this Scheme;
- (vi) **“AEL Amalgamation Share Exchange Ratio”** shall have the meaning set out in Clause 60.1(i);
- (vii) **“AEL Demerged Business”** shall mean the design, manufacture and export business relating to floor covering, textiles and home furnishing products undertaken by Demerged Company 2;
- (viii) **“AEL Demerger”** shall have the meaning set out in Clause 3.6(iii);
- (ix) **“AEL Demerger Share Entitlement Ratio”** shall have the meaning set out in Clause 47.1;
- (x) **“AEL Funds”** shall have the meaning set out in Clause 39.2;
- (xi) **“AEL Transferred Employees”** means all the permanent employees of the Demerged Company 2 who are either: (a) engaged in or relate to the AEL Undertaking as on the Effective Date, or (b) jointly identified by the Boards or the management of the Demerged Company 2 and the Resulting Company as being necessary for the proper functioning of the AEL Undertaking;
- (xii) **“AEL Undertaking”** means all the businesses, undertakings, activities, operations and properties of the Demerged Company 2, of whatsoever nature and kind and wheresoever situated exclusively relating to the AEL Demerged Business but excluding the Remaining AEL Business as a going concern, including but not limited to, the following:

For Ambadi Investments Limited

MM Munugappa

Authorized Signatory.



For Munugappa Water Technology and Solutions Pvt Ltd

A. K. Balachander

(Authorised Signatory)



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K R Srinivasan

Chairman And Whole-Time Director



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(a) all immovable properties and rights thereto i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) including roads, drains and culverts, civil works, foundations for civil works, buildings, warehouses, offices, etc., of the Demerged Company 2 (details of which are extracted in Schedule III) that exclusively form part of the AEL Demerged Business, whether or not recorded in the books of accounts and all documents (including panchnamas, declarations, deeds or receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties;

(b) all assets, as are movable in nature that exclusively form part of the AEL Demerged Business, whether present or future or contingent, tangible or intangible, in possession or not, corporeal or incorporeal, in each case, wherever situated (including furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations and vehicles), actionable claims, earnest monies and sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entities/ branches/ offices undertaking the AEL Demerged Business including the shares of Parry Murray and Company Limited (*as defined hereinafter*), outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with any Appropriate Authority, banks, customers and other persons, dividends declared or interest accrued thereon, reserves, provisions, funds, benefits of all agreements, shares, bonds, debentures, debenture stock, units or pass through certificates, securities, the benefits of any bank guarantees, performance guarantees, and tax related assets/credits, including but not limited to goods and service tax input credits, service tax input credits, central value added tax credits, value added/ sales tax/ entry tax credits or set-offs, advance tax, withholding tax/ TDS, taxes withheld/ paid in a foreign country, self-assessment tax, regular tax, minimum alternate tax, dividend distribution tax, securities transaction tax, surcharge, cess, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account, tax refunds, rights of any claim not made by the Demerged Company 2 in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made and any interest thereon, with regard to any law, act or rule or scheme made by the Appropriate Authority, but shall not include the AEL Remaining Business;

(c) all permits, right of way, authorisations, clearances, benefits, registrations, rights, entitlements credits, certificates, awards, sanctions, allotments, quotas, and other licences, no objection certificates, exemptions, pre-qualifications, bids, tenders, letters of intent, expressions of interest, memoranda of understanding or similar instruments (whether vested or potential and whether under agreements or otherwise), permissions, approvals, privileges, memberships, consents, subsidies, income tax benefits and exemptions including the right to deduction for the residual period, i.e. for the period remaining as on the Appointed Date out of the total period for which the deduction is available in law if the amalgamation

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M M Murugappa

Authorized Signatory



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E. V. Balachala

(Authorized Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan

K R Srinivasan
Chairman And Whole-Time Director



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J. Venkateswaran
(Authorized Signatory)



pursuant to this Scheme had not taken place, all other rights including sales tax deferrals and exemptions and other benefits, (in each case including the benefit of any applications made therefore), receivables, and liabilities related thereto, utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements and all other interests (including all tenancies, leases, and other assurances in favour of the Demerged Company 2 in relation to the AEL Demerged Business or powers or authorities granted by or to it) in connection with or relating to the AEL Demerged Business;

- (d) all contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding/ undertakings/ agreements, memoranda of agreed points, bids, tenders, tariff policies, expressions of interest, letters of intent, hire and purchase arrangements, power purchase agreements, tenancy rights, agreements for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, trade union arrangements, settlements, collective bargaining schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder forming part of the AEL Demerged Business;
- (e) all insurance policies pertaining to the AEL Demerged Business;
- (f) all Intellectual Property (details of which are extracted in Schedule IV), applications, registrations, goodwill, trade names, service marks, copyrights, patents, project designs, marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, domain names, designs, trade secrets, research and studies, technical knowhow, confidential information and other benefits (in each case including the benefit of any applications made for the same) and all such rights of whatsoever description and nature that exclusively form part of the AEL Demerged Business;
- (g) all rights to use and avail telephones, 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 2 exclusively forming part of the AEL Demerged Business and 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 2 and which exclusively form part of the AEL Demerged Business;
- (h) all books, records, files, papers, process information and drawings, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, and all other records and documents, whether in physical or

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M M Murugappa

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E. V. Subrahmanyam

(Authorised Signatory)



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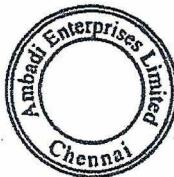
K R Srinivasan

Chairman And Whole-Time Director



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electronic form, relating to business activities and operations that exclusively form part of the AEL Demerged Business;

- (i) all Demerged AEL Liabilities;
- (j) the AEL Transferred Employees, including Liabilities of AEL with regard to the AEL Transferred Employees, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise, as on the Effective Date;
- (k) all legal or other proceedings of whatsoever nature that exclusively form part of the AEL Demerged Business, which are capable of being continued by or against the Resulting Company under Applicable Law, other than proceedings under Tax Laws pertaining to the period prior to the Appointed Date; and
- (l) any assets, Liabilities, agreements, undertakings, activities, operations and properties that are determined by the Boards of the Demerged Company 2 and the Resulting Company as relating to or forming part of the AEL Demerged Business or which are necessary for conduct of, or the activities or operations of, the AEL Demerged Business;
- (xiii) "AIL" shall have the meaning set out in Clause 1.1;
- (xiv) "AIL Equity Shares" shall mean the fully paid up equity shares of AIL;
- (xv) "Amalgamated Companies" means collectively, the Amalgamated Company 1 and the Amalgamated Company 2, and individually, either Amalgamated Company 1 or Amalgamated Company 2;
- (xvi) "Amalgamated Company 1" shall have the meaning set out in Clause 1.1;
- (xvii) "Amalgamated Company 2" shall have the meaning set out in Clause 1.1;
- (xviii) "Amalgamated Undertakings" means collectively, the MWTSPU Undertaking and the Remaining AEL Undertaking;
- (xix) "Amalgamating Companies" means collectively, the Amalgamating Company 1 and the Amalgamating Company 2, and individually, either Amalgamating Company 1 or Amalgamating Company 2;
- (xx) "Amalgamating Company 1" shall have the meaning set out in Clause 1.1;
- (xxi) "Amalgamating Company 2" shall have the meaning set out in Clause 1.1;
- (xxii) "Amalgamations" means collectively, the MWTSPU Amalgamation and the AEL Amalgamation;
- (xxiii) "Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, press notes, requirement or any similar form of determination by or decision of any Appropriate Authority, in each case having the force of law, and that is binding or applicable to a person, whether in effect as of the date on which this Scheme has been approved by the Boards or at any time thereafter;

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M M Murugappa
Authorized Signatory.



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E. Venkateshwaran
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



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[Signature]
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(xxiv) "Appointed Date" means opening of business on April 1, 2025 or such other date as the NCLT may direct / allow;

(xxv) "Appropriate Authority" means any applicable supra-national, national, central, state, municipal, provincial, local or similar governmental, statutory, regulatory, administrative authority, agency, commission, legislative body, departmental or public body or authority, board, branch, tribunal or court or other entity in India or any other country where the Companies conduct their business authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law, or any non-governmental regulatory or administrative authority, body or other organization in India or any other country where the Companies conduct their business to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law, or any stock exchange of India or any other country where the Companies conduct their business including the Registrar of Companies, regional director, RBI, NCLT, Tax department including the Central Board of Direct Taxes, income tax authorities, central and state GST departments and such other sectoral regulators or authorities as may be applicable;

(xxvi) "Board" in respect of a Company, means the board of directors of such Company in office at the relevant time, and unless it is repugnant to the context, shall include a committee duly constituted and authorized thereby, and reference to "Boards" shall mean the board of directors of each of the Companies;

(xxvii) "Companies" or "Company" shall have the meaning set out in Clause 1.1;

(xxviii) "Demerged AEL Liabilities" shall have the meaning set out in Clause 37.2.2;

(xxix) "Demerged Companies" shall mean, collectively, the Demerged Company 1 and Demerged Company 2, and individually, either of Demerged Company 1 or Demerged Company 2;

(xxx) "Demerged Company 1" shall have the meaning set out in Clause 1.1;

(xxxi) "Demerged Company 2" shall have the meaning set out in Clause 1.1;

(xxxii) "Demerged PEIL Liabilities" shall have the meaning set out in Clause 22.2.2;

(xxxiii) "Demerged Undertakings" means collectively, the AEL Undertaking and PEIL Undertaking;

(xxxiv) "Demerger Record Date" means a mutually agreed date to be fixed by the respective Boards of the Demerged Companies and the Resulting Company for the purposes of determining the shareholders of the Demerged Companies to whom equity shares of the Resulting Company would be allotted pursuant to the PEIL Demerger and AEL Demerger in accordance with Clause 32.1 and 47.1, respectively, of this Scheme;

(xxxv) "Demergers" means collectively, the PEIL Demerger and the AEL Demerger;

(xxxvi) "Effective Date" shall mean the date or last date of the dates on which all the conditions and matters referred to in Clause 69 of this Scheme occur or have been fulfilled, obtained or waived, as applicable, in accordance with this Scheme and/or Applicable Law. References in this Scheme to the "date of coming into effect of

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M M Murugappa

Authorized Signatory.



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Esha Kaushal

(Authorised Signatory)



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K R Srinivasan

Chairman And Whole-Time Director



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this Scheme" or "upon the Scheme becoming effective" or "effectiveness of the scheme" shall mean the Effective Date;

(xxxvii) "Encumbrance" or to "Encumber" means without limitation (a) any options, claim, pre-emptive right, easement, limitation, attachment, restraint, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, including any option or right of pre-emption, public right, common right, easement rights, any attachment, restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off and/or any other interest held by a third party; (b) any voting agreement, conditional sale contracts, interest, option, right of first offer or transfer restriction; (c) any adverse claim as to title, possession or use; and / or (d) any agreement, conditional or otherwise, to create any of the foregoing;

(xxxviii) "GST" means the central tax as defined under the Central Goods and Services Tax Act, 2017, the integrated tax as defined under the Integrated Goods and Services Tax Act, 2017, and the state tax as defined under State Goods and Services Tax statutes;

(xxxix) "INR" or "Rupees" means Indian rupees, being the lawful currency of the Republic of India;

(xl) "Intellectual Property" means:

- (a) patents, utility models, rights in inventions, supplementary protection certificates;
- (b) rights in information (including know-how, confidential information and trade secrets) and the right to use, and protect the confidentiality of, confidential information;
- (c) trade marks, service marks, rights in logos, trade and business names, rights in each of get-up and trade dress and all associated goodwill, rights to sue for passing off and/or for unfair competition and domain names;
- (d) copyright, moral rights and related rights, rights in computer software, database rights, rights in designs, and semiconductor topography rights;
- (e) marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, designs, research and studies;
- (f) any other intellectual property rights; and
- (g) all rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in paragraphs (a) to (f) above,

in each case: (x) anywhere in the world; (y) whether unregistered or registered (including all applications, rights to apply and rights to claim priority); and (z) including all divisionals, continuations, continuations-in-part, reissues, extensions,

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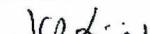
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K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited



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re-examinations and renewals and the right to sue for damages for past and current infringement in respect of any of the same;

(xli) "IT Act" means the Income-tax Act, 1961 as may be amended or supplemented from time to time (and any successor provisions or law), including any statutory modifications or reenactments thereof together with all applicable by-laws, rules, regulations, orders, ordinances, directions including circulars and notifications and similar legal enactments, in each case issued under the Income-tax Act, 1961;

(xlii) "Liabilities" means all debts (whether in Rupees or foreign currency), liabilities (including contingent liabilities, and obligations under any licenses or permits or schemes), loans raised and used, obligations incurred, duties of any kind, nature or description and undertakings of every kind or nature and the liabilities of any description whatsoever whether present or future, and howsoever raised or incurred or utilized along with any charge, encumbrance, lien or security thereon;

(xliii) "MWTsPL" shall have the meaning set out in Clause 1.1;

(xliv) "MWTsPL Amalgamation" shall have the meaning set out in Clause 3.6(i)

(xlv) "MWTsPL Funds" shall have the meaning set out in Clause 11.2;

(xlivi) "MWTsPL Undertaking" means all the businesses, undertakings, activities, operations and properties of the Amalgamating Company 1, of whatsoever nature and kind and wheresoever situated, as a going concern, including but not limited to, the following:

(a) all immovable properties and rights thereto, i.e., land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) including roads, drains and culverts, civil works, foundations for civil works, buildings, warehouses, offices, etc., of the Amalgamating Company 1 (details of which are extracted in Schedule I) whether or not recorded in the books of accounts and all documents (including panchnamas, declarations, deeds or receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties;

(b) all assets, as are movable in nature, whether present or future or contingent, tangible or intangible, in possession or not, corporeal or incorporeal, in each case, wherever situated (including furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations and vehicles), actionable claims, earnest monies and sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entities/ branches/ offices, outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with any Appropriate Authority, banks, customers and other persons, dividends declared or interest accrued thereon, reserves, provisions, funds, benefits of all agreements, shares, bonds, debentures, debenture stock, units or pass through certificates, securities, the benefits of any bank guarantees, performance guarantees, and tax related assets/credits, including but not limited to goods and service tax input credits, service tax input credits,

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MM Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

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S. V. Kapadia
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

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central value added tax credits, value added/ sales tax/ entry tax credits or set-offs, advance tax, withholding tax/ TDS, taxes withheld/ paid in a foreign country, self-assessment tax, regular tax, minimum alternate tax, dividend distribution tax, securities transaction tax, surcharge, cess, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account, tax refunds, rights of any claim not made by the Amalgamating Company 1 in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made and any interest thereon, with regard to any law, act or rule or scheme made by the Appropriate Authority;

- (c) all permits, right of way, authorisations, clearances, benefits, registrations, rights, entitlements credits, certificates, awards, sanctions, allotments, quotas, and other licences, no objection certificates, exemptions, pre-qualifications, bids, tenders, letters of intent, expressions of interest, memoranda of understanding or similar instruments (whether vested or potential and whether under agreements or otherwise), permissions, approvals, privileges, memberships, consents, subsidies, income tax benefits and exemptions including the right to deduction for the residual period, i.e. for the period remaining as on the Appointed Date out of the total period for which the deduction is available in law if the amalgamation pursuant to this Scheme had not taken place, all other rights including sales tax deferrals and exemptions and other benefits, (in each case including the benefit of any applications made therefore), receivables, and liabilities related thereto, utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements and all other interests (including all tenancies, leases, and other assurances in favour of the Amalgamating Company 1 or powers or authorities granted by or to it) in connection with or relating to the Amalgamating Company 1;
- (d) all contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding/ undertakings/ agreements, memoranda of agreed points, bids, tenders, tariff policies, expressions of interest, letters of intent, hire and purchase arrangements, power purchase agreements, tenancy rights, agreements for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, trade union arrangements, settlements, collective bargaining schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder forming part of the business of the Amalgamating Company 1;
- (e) all insurance policies of the Amalgamating Company 1;
- (f) all Intellectual Property, applications, registrations, goodwill, trade names, service marks, copyrights, patents, project designs, marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, domain names, designs, trade secrets, research and studies, technical knowhow, confidential information and other benefits (in each case including the benefit of any applications made

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M H Murugappa
Authorized Signatory



For Murugappa Water Technology and Solutions Pvt Ltd

R K Balachandran
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



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for the same) and all such rights of whatsoever description and nature of the Amalgamating Company 1;

(g) all rights to use and avail telephones, 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 Amalgamating Company 1 and 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 Amalgamating Company 1;

(h) all books, records, files, papers, process information and drawings, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, and all other records and documents, whether in physical or electronic form, relating to business activities and operations of the Amalgamating Company 1;

(i) all Liabilities of the Amalgamating Company 1, whether provided for or not in the books of account or disclosed in the balance sheet;

(j) the employees of the Amalgamating Company 1 including Liabilities with regard to the said employees, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise, as on the Effective Date; and

(k) all legal or other proceedings of whatsoever nature of the Amalgamating Company 1;

(xlvii) "National Company Law Tribunal" or "NCLT" means the National Company Law Tribunal at Chennai, Tamil Nadu and/or the National Company Law Appellate Tribunal of India, and shall include, if applicable, such other forum or Appropriate Authority as may be vested with the powers of a tribunal for the purposes of Sections 230 to 232 of the Act as may be applicable;

(xlviii) "Parry Murray and Company Limited" means Parry Murray and Company Limited, a company incorporated on December 13, 1929, and having its registered office at 3rd Floor Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR0 6BA, United Kingdom;

(xlix) "PEIL" shall have the meaning set out in Clause 1.1;

(i) "PEIL Demerged Businesses" shall mean the businesses of: (i) trading of food intermediary products and packaged drinking water; and (ii) travel agency, undertaken by Demerged Company 1;

(ii) "PEIL Demerger" shall have the meaning set out in Clause 3.6(ii);

(iii) "PEIL Demerger Share Entitlement Ratio" shall have the meaning set out in Clause 32.1;

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M M Murugappa
Authorized Signatory.



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A. K. Balachandran
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



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- (iii) "PEIL Equity Shares" shall mean the fully paid-up equity shares of PEIL;
- (iv) "PEIL Funds" shall have the meaning set out in Clause 24.2;
- (iv) "PEIL Transferred Employees" means all the permanent employees of the Demerged Company 1 who are either: (a) engaged in or relate to the PEIL Undertaking as on the Effective Date, or (b) jointly identified by the Boards or the management of the Demerged Company 1 and the Resulting Company as being necessary for the proper functioning of the PEIL Undertaking;
- (vi) "PEIL Undertaking" means all the businesses, undertakings, activities, operations and properties of the Demerged Company 1, of whatsoever nature and kind and wheresoever situated exclusively relating to the PEIL Demerged Businesses but excluding the Remaining PEIL Business as a going concern, including but not limited to, the following:
 - (a) all immovable properties and rights thereto i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) including roads, drains and culverts, civil works, foundations for civil works, buildings, warehouses, offices, etc., of the Demerged Company 1 (details of which are extracted in Schedule II) that exclusively form part of the PEIL Demerged Businesses, whether or not recorded in the books of accounts and all documents (including panchnamas, declarations, deeds or receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties;
 - (b) all assets, as are movable in nature that exclusively form part of the PEIL Demerged Businesses, whether present or future or contingent, tangible or intangible, in possession or not, corporeal or incorporeal, in each case, wherever situated (including furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations and vehicles), actionable claims, earnest monies and sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entities/branches/ offices undertaking the PEIL Demerged Businesses, outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with any Appropriate Authority, banks, customers and other persons, dividends declared or interest accrued thereon, reserves, provisions, funds, benefits of all agreements, shares, bonds, debentures, debenture stock, units or pass through certificates, securities, the benefits of any bank guarantees, performance guarantees, and tax related assets/credits, including but not limited to goods and service tax input credits, service tax input credits, central value added tax credits, value added/ sales tax/ entry tax credits or set-offs, advance tax, withholding tax/ TDS, taxes withheld/ paid in a foreign country, self-assessment tax, regular tax, minimum alternate tax, dividend distribution tax, securities transaction tax, surcharge, cess, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account, tax refunds, rights of any claim not made by the Demerged Company 1 in respect of any refund

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M M Murugappa

Authorized Signatory.



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E. Venkatesh
(Authorised Signatory)



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K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



of tax, duty, cess or other charge, including any erroneous or excess payment thereof made and any interest thereon, with regard to any law, act or rule or scheme made by the Appropriate Authority;

- (c) all permits, right of way, authorisations, clearances, benefits, registrations, rights, entitlements credits, certificates, awards, sanctions, allotments, quotas, and other licences, no objection certificates, exemptions, pre-qualifications, bids, tenders, letters of intent, expressions of interest, memoranda of understanding or similar instruments (whether vested or potential and whether under agreements or otherwise), permissions, approvals, privileges, memberships, consents, subsidies, income tax benefits and exemptions including the right to deduction for the residual period, i.e. for the period remaining as on the Appointed Date out of the total period for which the deduction is available in law if the amalgamation pursuant to this Scheme had not taken place, all other rights including sales tax deferrals and exemptions and other benefits, (in each case including the benefit of any applications made therefore), receivables, and liabilities related thereto, utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements and all other interests (including all tenancies, leases, and other assurances in favour of the Demerged Company 1 in relation to the PEIL Demerged Businesses or powers or authorities granted by or to it) in connection with or relating to the PEIL Demerged Businesses;
- (d) all contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding/ undertakings/ agreements, memoranda of agreed points, bids, tenders, tariff policies, expressions of interest, letters of intent, hire and purchase arrangements, power purchase agreements, tenancy rights, agreements for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, trade union arrangements, settlements, collective bargaining schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder forming part of the business of the PEIL Demerged Businesses;
- (e) all insurance policies pertaining to the PEIL Demerged Businesses;
- (f) all Intellectual Property, applications, registrations, goodwill, trade names, service marks, copyrights, patents, project designs, marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, domain names, designs, trade secrets, research and studies, technical knowhow, confidential information and other benefits (in each case including the benefit of any applications made for the same) and all such rights of whatsoever description and nature that exclusively form part of the PEIL Demerged Businesses;
- (g) all rights to use and avail telephones, 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

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M M K Murugesu
Authorized Signatory.



For Murugesu Water Technology and Solutions Pvt Ltd

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E. V. Balachandar
(Authorised Signatory)



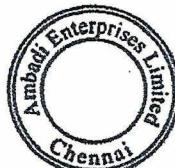
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K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



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 1 that exclusively forming part of the PEIL Demerged Businesses and 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 1 and which exclusively form part of the PEIL Demerged Businesses;

- (h) all books, records, files, papers, process information and drawings, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, and all other records and documents, whether in physical or electronic form, relating to business activities and operations that exclusively form part of the PEIL Demerged Businesses;
- (i) Demerged PEIL Liabilities;
- (j) The PEIL Transferred Employees including Liabilities of PEIL with regard to PEIL Transferred Employees, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise, as on the Effective Date;
- (k) all legal or other proceedings of whatsoever nature that exclusively form part of the PEIL Demerged Businesses, which are capable of being continued by or against the Resulting Company under Applicable Law, other than proceedings under Tax Laws pertaining to the period prior to the Appointed Date; and;
- (l) any assets, Liabilities, agreements, undertakings, activities, operations and properties that are determined by the Boards of the Demerged Company 1 and the Resulting Company as relating to or forming part of the PEIL Demerged Business or which are necessary for conduct of, or the activities or operations of, the PEIL Demerged Business.

- (vii) "RBI" means the Reserve Bank of India;
- (viii) "Registrar of Companies" means the Registrar of Companies, Chennai, Tamil Nadu, or such other Appropriate Authority having similar jurisdiction over the Companies;
- (ix) "Remaining AEL Business" means any businesses, undertakings, activities, operations and properties, and investments of the Amalgamating Company 2, including shares held by AEL in Kan and More Private Limited, other than those comprised in the AEL Demerged Business together with all assets, receivables and liabilities;
- (x) "Remaining AEL Funds" shall have the meaning set out in Clause 54.2;
- (xi) "Remaining AEL Undertaking" means the business, undertakings, activities, operations and properties of the Amalgamating Company 2, of whatsoever nature and kind and wheresoever situated, exclusively relating to the Remaining AEL Business, as a going concern, including but not limited to, the following:

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M M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

A. V. Patnaik

(Authorised Signatory)



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K R Srinivasan

Chairman And Whole Time Director



For Ambadi Enterprise Limited

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- (a) investments (other than those forming part of the AEL Undertaking) held by AEL and loans and advances provided by AEL (other than those forming part of the AEL Undertaking); and
- (b) all Liabilities of the Amalgamating Company 2, pertaining to the Remaining AEL Business, whether provided for or not in the books of account or disclosed in the balance sheet;
- (lxii) "Remaining PEIL Business" means any businesses, undertakings, activities, operations and properties, and investments of the Demerged Company 1 other than the PEIL Demerged Businesses, and including specifically the businesses of: (i) manufacturing of polymer meshes (which consists of extruded nets and knitted fabrics); and (ii) membrane manufacturing, undertaken by PEIL, and (iii) other investments held by PEIL which do not form part of the PEIL Undertaking;
- (lxiii) "Resulting Company" shall have the meaning set out in Clause 1.1;
- (lxiv) "Sanction Order" means the order of the NCLT sanctioning this Scheme under the provisions of Sections 230 to 232 of the Act;
- (lxv) "Scheme" or "the Scheme" or "this Scheme" means this composite scheme of arrangement in its present form as submitted to NCLT or this Scheme with such modification(s), if any made, in accordance with Clause 67 hereto;
- (lxvi) "Tax" or "Taxes" means and include any tax, whether direct or indirect, including income tax (including withholding tax, dividend distribution tax), GST, excise duty, central sales tax, service tax, octroi, local body tax and customs duty, duties, charges, fees, surcharge, cess, levies or other similar assessments by or payable to an Appropriate Authority, including in relation to: (a) 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 (b) 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;
- (lxvii) "Tax Laws" means IT Act, Customs Act, 1962, Central Excise Act, 1944, Value Added Tax Act, applicable to any state in which the Companies operate, Central Sales Tax Act, 1956, any other state sales tax / value added tax laws, or service tax, GST or other Applicable Laws/ regulations dealing with taxes/ duties/ levies/cess;
- (lxviii) "TDS" means tax deductible at source, in accordance with the provisions of the IT Act.

7. INTERPRETATION

- 7.1 All terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, and other Applicable Law, as the case may be or any statutory modification or re-enactment thereof for the time being in force.
- 7.2 References to clauses, recitals and schedules, unless otherwise provided, are to clauses, recitals and schedules of and to this Scheme.
- 7.3 The headings herein shall not affect the construction of this Scheme.

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K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



7.4 Unless the context otherwise requires, reference to any law or to any provision thereof shall include references to any such law or to any provision thereof as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, or to any law or any provision which replaces it, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

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

7.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

7.7 References to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality).

8. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

9. SHARE CAPITAL

9.1 The authorized, issued, subscribed and paid-up share capital of AIL as on March 31, 2025 is as under:

Share Capital	Amount (In INR)
Authorized Share Capital	
70,00,000 equity shares of face value of INR 10 each	7,00,00,000
1,30,00,000 redeemable preference shares of face value of INR 10 each	13,00,00,000
TOTAL	20,00,00,000
Issued, Subscribed and Paid Up Share Capital	
24,43,022 equity shares of face value of INR 10 each fully paid	2,44,30,220
TOTAL	2,44,30,220

Subsequent to March 31, 2025 and up to the date of approval of the scheme by the Board of AIL, there has been no change in the authorized, issued, subscribed and paid-up share capital of AIL.

9.2 The authorized, issued, subscribed and paid up share capital of MWTSP as on March 31, 2025 is as under:

Share Capital	Amount (In INR)
Authorized Share Capital	
22,50,000 equity shares of face value of INR 10 each	2,25,00,000
TOTAL	2,25,00,000

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MM Murugappa
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For Murugappa Water Technology and Solutions Pvt Ltd

E. Venkateshwaran
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

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Share Capital	Amount (In INR)
<u>Issued, Subscribed and Paid Up Share Capital</u>	
2,09,922 equity shares of face value of INR 10 each fully paid	20,99,220
TOTAL	20,99,220

Subsequent to March 31, 2025 and up to the date of approval of the scheme by the Board of MWTSPL, there has been no change in the authorized, issued, subscribed and paid-up share capital of MWTSPL.

9.3 The authorized, issued, subscribed and paid up share capital of PEIL as on March 31, 2025 is as under:

Share Capital	Amount (In INR)
<u>Authorized Share Capital</u>	
80,00,000 equity shares of face value of INR 10 each	8,00,00,000
60,00,000 redeemable preference shares of face value of INR 10 each	6,00,00,000
TOTAL	14,00,00,000
<u>Issued, Subscribed and Paid Up Share Capital</u>	
69,61,461 equity shares of face value of INR 10 each fully paid	6,96,14,610
60,00,000 redeemable preference shares of face value of INR 10 each	6,00,00,000
TOTAL	12,96,14,610

Subsequent to March 31, 2025 and up to the date of approval of the scheme by the Board of PEIL, there has been no change in the authorized, issued, subscribed and paid-up share capital of PEIL.

9.4 The authorized, issued, subscribed and paid up share capital of AEL as on March 31, 2025 is as under:

Share Capital	Amount (In INR)
<u>Authorized Share Capital</u>	
75,00,000 equity shares of face value of INR 10 each	7,50,00,000
TOTAL	7,50,00,000
<u>Issued, Subscribed and Paid Up Share Capital</u>	
4,80,000 equity shares of face value of INR 10 each fully paid-up	48,00,000
TOTAL	48,00,000

Subsequent to March 31, 2025 and up to the date of approval of the scheme by the Board of AEL, there has been no change in the authorized, issued, subscribed and paid-up share capital of AEL.

9.5 The shares of none of the aforesaid Companies are currently listed on any stock exchange.

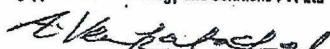
For Ambadi Investments Limited

M M Kurnuppan

Authorized Signatory.



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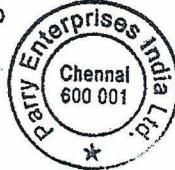
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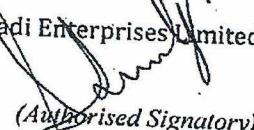
For PARRY ENTERPRISES INDIA LIMITED



K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited





**PART C - MWTSP AMALGAMATION | AMALGAMATION OF THE
AMALGAMATING COMPANY 1 INTO THE AMALGAMATED COMPANY 1**

10. TRANSFER AND VESTING

Upon the Scheme becoming effective and with effect from the Appointed Date, the Amalgamating Company 1, shall, pursuant to Sections 230 to 232 and other applicable provisions of the Act, if any, and in terms of Section 2(1B) of the IT Act and pursuant to the Sanction Order, without any further act, instrument or deed, stand amalgamated into the Amalgamated Company 1 and the MWTSP Undertaking shall be and stand transferred to and vested in or be deemed to be transferred to and vested in the Amalgamated Company 1, as a going concern without any further act, instrument, deed, matter or thing so as to become, the business, undertaking, activities, operations, assets, estate, liabilities, properties, right, title, interest and authorities of the Amalgamated Company 1 by virtue of and in the manner set out below.

10.1 TRANSFER OF ASSETS

10.1.1 Without prejudice to the generality of the above, upon the Scheme becoming effective and with effect from the Appointed Date:

- (i) All the business, undertaking, activities, operations, estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances comprised in Amalgamating Company 1 of whatsoever nature and wheresoever situate shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Amalgamated Company 1 and shall be deemed to be transferred to and vested in the Amalgamated Company 1, as a going concern, so as to become, as and from the Appointed Date, the business, undertaking, activities, operations, estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances of the Amalgamated Company 1.
- (ii) All assets, estates, rights, title, claims, investments, interest and authorities acquired by Amalgamating Company 1 after the Appointed Date and prior to the Effective Date shall also, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, stand transferred to and vested in or be deemed to have been transferred to or vested in the Amalgamated Company 1 upon the coming into effect of this Scheme, without any further act, instrument or deed.

10.1.2 Without prejudice to the generality of the above, upon the Scheme becoming effective and with effect from the Appointed Date, the transfer of assets shall be as under:

- (i) In respect of such of the assets and properties of the Amalgamating Company 1, as are movable in nature (including shares and marketable securities) or incorporeal property and/or otherwise capable of transfer by manual or constructive delivery and/or by endorsement and/or delivery, including cash and bank balances, units of mutual funds, market instruments and securities, the same shall stand so transferred by the Amalgamating Company 1 or be deemed to be transferred by delivery or possession or by endorsement and delivery upon the coming into effect of the Scheme, and shall become the assets and property of the Amalgamated Company 1 with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without requiring any deed or instrument of conveyance for transfer of the same.

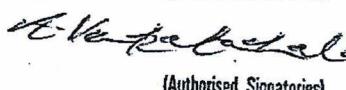
For Ambadi Investments Limited

M M Karuppan
Authorized Signatory.



22

For Murugappa Water Technology and Solutions Pvt Ltd


(Authorised Signatory)

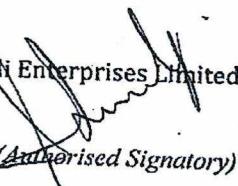


For PARRY ENTERPRISES INDIA LIMITED


K R SRINIVASAN
Chairman And Whole-Time Director



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(ii) In respect of such of the assets and properties belonging to the Amalgamating Company 1 (other than those referred to in Clause 10.1.1) including sundry debtors, actionable claims, receivables, bills, credits (including tax credits), loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits (with any government, quasi government, local or other authority or body or with any company or other person), the same shall stand transferred to and vested in the Amalgamated Company 1 and shall be deemed to have been transferred to and vested in the Amalgamated Company 1, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act and other applicable provisions of Applicable Law, if any. The Amalgamated Company 1 may, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vested in the Amalgamated Company 1 and be paid or made good or held on account of the Amalgamated Company 1 as the person entitled thereto.

(iii) All assets, estate, rights, title, remedies, claims, rights of action, interest and authorities held by the Amalgamating Company 1, on the Appointed Date forming part of the MWTSPL Undertaking, not otherwise specified in the above Clauses, shall also, without any further act, instrument or deed, stand transferred to and vested in or be deemed to be transferred to and vested in the Amalgamated Company 1 upon the coming into effect of this Scheme pursuant to the provisions of Sections 230-232 of the Act and all other applicable provisions of Applicable Laws.

(iv) All immovable property, whether or not included in the books of the Amalgamating Company 1, whether freehold or leasehold or licensed properties (including but not limited to land, buildings, sites and immovable properties and any other document of title, rights, interest, right of way and easements in relation thereto) of the Amalgamating Company 1 exclusively shall stand transferred to and be vested in the Amalgamated Company 1 or be deemed to be transferred to and be vested in the Amalgamated Company 1 automatically without any act or deed to be done or executed by the Amalgamated Company 1 and/or the Amalgamating Company 1. All lease or license or rent agreements entered into by the Amalgamating Company 1 with various landlords, owners and lessors in connection with the use of the assets of the Amalgamating Company 1, together with security deposits, shall stand automatically transferred in favour of the Amalgamated Company 1 on the same terms and conditions, subject to Applicable Law, without any further act, instrument or deed. The Amalgamated Company 1 shall continue to pay rent amounts as provided for in such agreements and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreements by the Amalgamating Company 1. For the purpose of giving effect to the vesting order passed under Sections 230 to 232 of the Act in respect of this Scheme, the Amalgamated Company 1 shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges and fulfill all its obligations in relation to or applicable to all such immovable properties, including mutation and/or substitution of the ownership or the title to, or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authority(ies) in favour of the Amalgamated Company 1 pursuant to the Sanction Order and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act, instrument, or deed to be done or executed. It is clarified that the Amalgamated Company 1 shall be entitled to engage in such

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Authorized Signatory,



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R. Venkatesan
(Authorised Signatory)



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K R SRINIVASAN
Chairman And Whole-Time Director



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correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. For the purposes of this Clause, the Boards of Amalgamating Company 1 and Amalgamated Company 1 may, in their absolute discretion, mutually decide the manner of giving effect to the transfer or vesting of the whole or part of the right, title and interest in all or any of the immovable properties along with any attendant formalities involved, including by way of execution of deed(s) of conveyance, assignment, transfer or rectification, in order to give effect to the objectives of the Scheme.

- (v) All Intellectual Property and rights thereto of Amalgamating Company 1, whether registered or unregistered, along with all rights of commercial nature including attached goodwill, title, interest, and all other interests relating to the goods or services being dealt with by the Amalgamating Company 1, shall be transferred to, and vest in, the Amalgamated Company 1.
- (vi) In so far as various incentives, subsidies, exemptions, remissions, reductions, export benefits, all indirect tax related benefits, including GST benefits, service tax benefits, all indirect tax related assets / credits, including but not limited to goods and service tax input credits, service tax input credits, value added / sales tax / entry tax credits or set-off, income tax holiday / benefit / losses / minimum alternative tax and other benefits or exemptions or privileges enjoyed, granted by any Appropriate Authority or by any other person, or availed of by the Amalgamating Company 1 are concerned, the same shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, without any further act or deed, vest with and be available to the Amalgamated Company 1 on the same terms and conditions as were available with the Amalgamating Company 1 and as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Amalgamated Company 1, to the end and intent that the right of the Amalgamating Company 1 to recover or realize the same, stands transferred to the Amalgamated Company 1 and that appropriate entries should be passed in its books to record the aforesaid changes.
- (vii) With respect to the investments made by the Amalgamating Company 1 in shares, stocks, bonds, warrants, units of mutual funds or any other securities, shareholding interests in other companies, whether quoted or unquoted, by whatever name called, the same shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Amalgamated Company 1 on the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- (viii) Any claims due to the Amalgamating Company 1 from their customers or otherwise and which have not been received by the Amalgamating Company 1 as on the date immediately preceding the Appointed Date as the case may be shall also belong to and be received by the Amalgamated Company 1.

10.1.3 For avoidance of doubt, in order to ensure the smooth transition and sales of products and inventory of the Amalgamating Company 1 manufactured and/or branded and/or labelled and/or packed in the name of the Amalgamating Company 1 prior to the Effective Date, the Amalgamated Company 1 shall have the right to own, use, market, sell, exhaust or to in any manner deal with any such products and inventory (including packing material) pertaining to the Amalgamating Company 1 at manufacturing locations or warehouses or elsewhere, without making any modifications whatsoever to such products and/or their branding, packing or labelling. All invoices / payment related documents pertaining to such products and inventory (including packing material) may be raised in the name of the Amalgamated Company 1 after the Effective Date.

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M M Munugappa

Authorized Signatory.



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E. Venkatesan
(Authorised Signatory)



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[Signature]
K R SRINIVASAN

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

[Signature]
(Authorised Signatory)



10.1.4 Notwithstanding the fact that vesting of the MWTSPL Undertaking occurs by virtue of this Scheme, the Amalgamated Company 1 may, at any time on or after the Appointed Date, in accordance with the provisions hereof if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or arrangements with any party to any contract or arrangement to which the Amalgamating Company 1 is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Amalgamated Company 1 shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company 1 to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company 1.

10.1.5 On and from the Effective Date and thereafter, the Amalgamated Company 1 shall be entitled to operate all bank accounts of the Amalgamating Company 1 and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Amalgamating Company 1 in the name of the Amalgamating Company 1 in so far as may be necessary until the transfer of rights and obligations of the MWTSPL Undertaking to the Amalgamated Company 1 under this Scheme have been formally given effect to under such contracts and transactions.

10.1.6 It is clarified that with effect from the Effective Date and till such time that the name of the bank accounts of the Amalgamating Company 1 have been replaced with that of the Amalgamated Company 1, the Amalgamated Company 1 shall be entitled to operate the bank accounts of the Amalgamating Company 1 in the name of the Amalgamating Company 1 in so far as may be necessary. All cheques and other negotiable instruments, electronic fund transfers (such as NEFT, RTGS, etc.) and payment orders received or presented for encashment which are in the name of the Amalgamating Company 1 after the Appointed Date shall be accepted by the bankers of the Amalgamated Company 1 and credited to the account of the Amalgamated Company 1, if presented by the Amalgamated Company 1. It is hereby expressly clarified that any legal proceedings by or against the Amalgamating Company 1 in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Amalgamating Company 1 shall be instituted, or as the case may be, continued by or against the Amalgamated Company 1 after the Effective Date.

10.2 TRANSFER OF LIABILITIES

10.2.1 Upon coming into effect of this Scheme and with effect from the Appointed Date (or in case of any Liability incurred on a date on or after the Appointed Date, with effect from such date), all Liabilities, whether or not provided in the books of the Amalgamating Company 1 shall without any further act, instrument or deed be and stand transferred to the Amalgamated Company 1 to the extent that they are outstanding as on the Effective Date and shall thereupon become as and from the Appointed Date (or in case of any Liability incurred on a date on or after the Appointed Date, with effect from such date) the debts, duties, obligations, and liabilities of the Amalgamated Company 1, along with any Encumbrance relating thereto, on the same terms and conditions as were applicable to the Amalgamating Company 1 and Amalgamated Company 1 undertakes to meet, discharge and satisfy the same. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 10.2.1 of the Scheme.

10.2.2 Where any of the Liabilities has been partially or fully discharged by the Amalgamating Company 1 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Amalgamated Company 1, and all

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M M Maniappan

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

E. Venkatesh
(Authorised Signatory)



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I. C. L.

K R SRINIVASAN

Chairman And Whole-Time Director



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liabilities and obligations incurred by the Amalgamating Company 1 after the Appointed Date and prior to the Effective Date shall be deemed to have been incurred for and on behalf of the Amalgamated Company 1, and to the extent they are outstanding on the Effective Date, shall also without any further act, instrument or deed be and stand transferred to the Amalgamated Company 1 and shall become the liabilities and obligations of the Amalgamated Company 1.

- 10.2.3 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a liability including a contingent liability in whatever form), if any, due on the Effective Date between the Amalgamating Company 1 and the Amalgamated Company 1 shall automatically stand discharged and come to an end, and there shall be no liability in that behalf on the Amalgamating Company 1 and the Amalgamated Company 1, and the appropriate effect shall be given in the books of account and records of the Amalgamated Company 1.
- 10.2.4 Any reference in any security documents or arrangements (to which the Amalgamating Company 1 is a party) to an Amalgamating Company 1 and its assets and properties, shall be construed as a reference to the Amalgamated Company 1 and the assets and properties of the Amalgamating Company 1 transferred to the Amalgamated Company 1 by virtue of this Scheme. Without prejudice to the foregoing provisions, the Amalgamating Company 1 may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, to give formal effect to the above provisions, if required.
- 10.2.5 Upon the coming into effect of this Scheme, the Amalgamated Company 1 shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.
- 10.2.6 It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Amalgamated Company 1 is amended by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 10.2.7 The provisions of this Clause 10.2.7 and of Clause 10.2.8 below shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and / or superseded by the foregoing provisions.
- 10.2.8 Upon the coming into effect of this Scheme, the borrowing limits of the Amalgamated Company 1 in terms of Section 180(1)(c) of the Act shall be deemed increased without any further act, instrument or deed to the equivalent of the aggregate borrowings forming part of the Liabilities transferred by the Amalgamating Company 1 to the Amalgamated Company 1 pursuant to the Scheme. Such limits shall be incremental to the existing borrowing limits of the Amalgamated Company 1.

10.3 ENCUMBRANCES

- 10.3.1 The transfer and vesting of the assets to and in the Amalgamated Company 1 upon the coming into effect of the Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- 10.3.2 The Encumbrances, if any, existing prior to the Effective Date over the assets of the Amalgamating Company 1 which secure or relate to the Liabilities of the Amalgamating Company 1 shall, after the Effective Date, without any further act, instrument or deed,

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M M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

R Venkateshwaran

(Authorised Signatories)



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K R Srinivasan

Chairman And Whole-Time Director



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(Authorised Signatory)



continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Amalgamated Company 1. Provided that if any of the assets of the Amalgamating Company 1 have not been Encumbered in respect of the Liabilities, such assets shall remain unencumbered, and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Amalgamated Company 1. The absence of any formal amendment which may be required by a lender or trustee, or third party shall not affect the operation of the above.

- 10.3.3 The existing Encumbrances over the other assets and properties of the Amalgamated Company 1 or any part thereof which relate to the liabilities and obligations of the Amalgamated Company 1 prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Amalgamating Company 1 transferred to and vested in the Amalgamated Company 1 by virtue of this Scheme.
- 10.3.4 If any Encumbrance of the Amalgamating Company 1 exists as on the Appointed Date but has been partially or fully released thereafter by the Amalgamating Company 1 on or after the Appointed Date but prior to the Effective Date, such release shall be deemed to be for and on account of the Amalgamated Company 1 upon the coming into effect of the Scheme.
- 10.3.5 Without any prejudice to the provisions of the foregoing Clauses and upon coming into effect of this Scheme, the Amalgamated Company 1 may enter into and execute such other deeds, instruments, documents and/or writings and/or do all acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.

11. EMPLOYEES

- 11.1 On the Scheme becoming effective, all employees of the Amalgamating Company 1 shall be deemed to have become employees of the Amalgamated Company 1 with effect from the Appointed Date or their respective joining date, whichever is later, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Amalgamated Company 1 shall not be less favourable than those applicable to them with reference to their employment in the Amalgamating Company 1 on the Effective Date. The services of all employees with the Amalgamating Company 1 prior to the MWTSP Amalgamation shall be taken into account for the purposes of all benefits to which the employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits and to this effect the accumulated balances, if any, standing to the credit of the employees in the existing provident fund, gratuity fund and superannuation funds nominated by the Amalgamated Company 1 and/or such new provident fund, gratuity fund and superannuation fund to be established and caused to be recognized by the Appropriate Authorities, by the Amalgamated Company 1, or to the government provident fund in relation to the employees who are not eligible to become members of the provident fund maintained by the Amalgamated Company 1.
- 11.2 It is expressly provided that, on the Scheme becoming effective, insofar as the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff and employees of the Amalgamating Company 1 are concerned (collectively, referred to as the "MWTSP Funds"), the investments made in the funds and liabilities shall be transferred to the similar funds created and/or nominated by the Amalgamated Company 1 and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Amalgamated Company 1, maintained as separate funds by

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M K Maniappan
Authorized Signatory.



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E. V. Kalai Selvi
(Authorised Signatory)



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I. C. L.
K R SRINIVASAN
Chairman And Whole-Time Director



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the Amalgamated Company 1. In the event that the Amalgamated Company 1 does not have its own funds in respect of any of the above, the Amalgamated Company 1 may, subject to necessary approvals and permissions, continue to contribute to the MWTSPF Funds, until such time that the Amalgamated Company 1 creates its own funds, at which time the funds and the investments and contributions pertaining to the employees of the Amalgamating Company 1 shall be transferred to the funds created by the Amalgamated Company 1.

- 11.3 Further to the transfer of the MWTSPF Funds as set out in Clause 11.2 above, for all purposes whatsoever in relation to the administration or operation of the MWTSPF Funds or in relation to the obligation to make contributions to the MWTSPF Funds in accordance with the provisions thereof, all rights, duties, powers and obligations of the Amalgamating Company 1 as on the Effective Date in relation to the MWTSPF Funds shall become those of the Amalgamated Company 1. It is clarified that the services of the employees will be treated as having been continuous for the purpose of the MWTSPF Funds.
- 11.4 In relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the employees of the Amalgamating Company 1, the Amalgamated Company 1 shall stand substituted for the Amalgamating Company 1, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such employees.
- 11.5 Upon the coming into effect of this Scheme, the directors or key managerial personnel of the Amalgamating Company 1 will not become directors or key managerial personnel of the Amalgamated Company 1 merely by virtue of the provisions of this Scheme. It is clarified that this Scheme will not affect any directorship / key managerial position of a person who is already a director / key managerial personnel in the Amalgamated Company 1 as of the Effective Date, if any.

12. LEGAL PROCEEDINGS

- 12.1 Upon the coming into effect of this Scheme, if any suit, appeal, legal, or other proceeding of whatever nature, whether criminal or civil (including before any statutory or quasi-judicial authority or tribunal), under Applicable Law, by or against any of the Amalgamating Company 1 is pending on the Effective Date or is instituted any time thereafter, and if such proceedings are capable of being continued by or against the Amalgamated Company 1 under Applicable Law, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings shall be continued, prosecuted and enforced by or against the Amalgamated Company 1, as the case may be, after the Effective Date, in the same manner and to the same extent as it would have been continued, prosecuted and enforced by or against the Amalgamating Company 1, as if this Scheme had not been made.
- 12.2 The Amalgamated Company 1 undertakes to have all legal or other proceedings initiated by or against the Amalgamating Company 1 referred to in this Clause 12 transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Amalgamated Company 1 to the exclusion of the Amalgamating Company 1. The Amalgamated Company 1 shall make relevant applications in this connection.

13. CONTRACTS, DEEDS, ETC.

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M H Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

A. Venkateswaran
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



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13.1 Upon coming into effect of this Scheme and subject to the other provisions of this Scheme, all contracts, deeds, bonds, schemes, insurance, letters of intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature to which Amalgamating Company 1 is a party or to the benefit of which Amalgamating Company 1 is eligible and which is subsisting or having effect on the Effective Date, shall without any further act or deed, continue in full force and effect against or in favour of the Amalgamated Company 1 and may be enforced by or against the Amalgamated Company 1 as fully and effectually as if, instead of Amalgamating Company 1, the Amalgamated Company 1 had been a party thereto. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 13 of the Scheme.

13.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Amalgamating Company 1 occurs by virtue of this Scheme itself, the Amalgamated Company 1 may, at any time after the coming into effect of the Scheme, in accordance with its provisions, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), instruments, confirmations or other writings or arrangements with any party to any contract or arrangement to which Amalgamating Company 1 is a party, or any writings as may be necessary, in order to give formal effect to the provisions of this Scheme. The Amalgamated Company 1 shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company 1 and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company 1 to be carried out or performed.

14. PERMITS, CONSENTS AND LICENSES

14.1 All the licenses, permits, permissions, consents, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, allotments, insurance cover, clearances, authorities, privileges, affiliations, easements, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted, conferred upon, held or availed of by and all rights and benefits that have accrued to Amalgamating Company 1, and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents received by Amalgamating Company 1 shall, pursuant to the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed, be transferred to and vest in or be deemed to have been transferred to and vested in and be available to the Amalgamated Company 1 so as to become as and from the Appointed Date, the estates, assets, licenses, permits, privileges, title, interests and authorities of the Amalgamated Company 1 and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in Applicable Law and the concerned licensors and grantors of such approvals, clearances, permissions, etc., shall endorse, where necessary, and record, in accordance with Applicable Law, the Amalgamated Company 1 on such approvals, clearances, permissions etc. so as to acknowledge and record the transfer and vesting of the MWTSPL Undertaking in the Amalgamated Company 1 and continuation of operations of the Amalgamating Company 1 in the Amalgamated Company 1 without hindrance and that such approvals, clearances and permissions etc. shall remain in full force and effect in favour of or against the Amalgamated Company 1, as the case may be, the Amalgamated Company 1 shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Amalgamated Company 1 and may be enforced as fully and effectually as if, instead of the Amalgamating Company 1, the Amalgamated Company 1 had been a party or recipient or beneficiary or obligee thereto.

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M M Murugappa
Authorized Signatory.



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E. Venkateswaran
(Authorised Signatory)



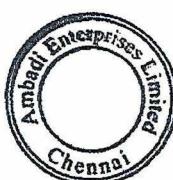
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K R Srinivasan
Chairman And Whole-Time Director



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14.2 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, pre-qualifications, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Amalgamating Company 1 including by any Appropriate Authority, including the benefits of any applications made for any of the foregoing, shall, subject to Applicable Law, stand transferred to the Amalgamated Company 1 as if the same were originally given by, issued to or executed in favour of the Amalgamated Company 1, and the Amalgamated Company 1 shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Amalgamated Company 1. The Amalgamated Company 1 and/or Amalgamating Company 1 shall make necessary applications / file relevant forms to any Appropriate Authority as may be necessary in this behalf.

14.3 Upon this Scheme being effective, the past track record of the Amalgamating Company 1, including without limitation, the profitability, experience, credentials and market share, shall be deemed to be the track record of the Amalgamated Company 1 for all commercial and regulatory purposes including for the purposes of eligibility, standing, evaluation and participation of the Amalgamated Company 1 in all existing and future bids, tenders and contracts of all authorities, agencies and clients.

14.4 From the Appointed Date and until the licenses, permits, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status are transferred, vested, recorded, effected, and/or perfected, in the record of the Appropriate Authority, in favour of the Amalgamated Company 1, the Amalgamated Company 1 is authorized to carry on business in the name and style of the Amalgamating Company 1, and under the relevant license and or permit and/or approval, as the case may be, and the Amalgamated Company 1 shall keep a record and/or account of such transactions.

14.5 It is hereby clarified that if the consent of any third party or Appropriate Authority, if any, is required to give effect to the provisions of Clauses 14.1 to 14.4 above, the said third party or Appropriate Authority shall make and duly record the necessary substitution/endorsement in the name of the Amalgamated Company 1 pursuant to the sanction of this Scheme, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Amalgamated Company 1 shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.

15. TAXATION MATTERS

15.1 Notwithstanding anything to the contrary contained in this Scheme, upon effectiveness of this Scheme, the Amalgamated Company 1 shall be liable for any Tax payable to Appropriate Authorities under Tax Laws and shall be entitled to refunds of any Tax from Appropriate Authorities under Tax Laws, which, in each case, arise from the operation or activities of the Amalgamating Company 1 regardless of whether such payments or receipts are provided or recorded in the books of the Amalgamating Company 1 and whether such payments or receipts are due or realised on, before or after the Appointed Date.

15.2 Upon effectiveness of this Scheme, all Taxes paid or payable by the Amalgamating Company 1 in respect of its operations and/or the profits on and from the Appointed Date shall be on account of the Amalgamated Company 1. Upon effectiveness of this Scheme, the payment of any Tax, whether by way of deduction at source (including foreign tax credit), advance tax, self-assessment tax, minimum alternate tax, or otherwise howsoever, by the Amalgamating Company 1 in respect of its activities or operations on and from the

For Ambadi Investments Limited

M M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

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E. Va. Baladevan

(Authorised Signatory)



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K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



Appointed Date, shall be deemed to have been paid by the Amalgamated Company 1, and shall in all proceedings, be dealt with accordingly.

15.3 Any refund of Tax paid under Tax Laws including income tax, sales tax, value added tax, service tax, GST, value added tax or any other Tax, in relation to the operation and activities of the Amalgamating Company 1 prior to or on or after the Appointed Date shall belong to and be received by the Amalgamated Company 1, even if the prescribed time limits for claiming such refunds or credits have lapsed.

15.4 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 an Appropriate Authority or availed of by the Amalgamating Company 1 shall, without any further act or deed, on or after the Appointed Date, vest with and be available to Amalgamated Company 1 on the same terms and conditions, as if the same had been originally allotted and/or granted and/or sanctioned and/or allowed to the Amalgamated Company 1.

15.5 Each of the Amalgamating Company 1 and the Amalgamated Company 1 shall be entitled to file/ revise its income-tax returns, TDS certificates, TDS returns, GST returns and other statutory returns, notwithstanding that the period for filing/ revising such returns may have lapsed and to obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Amalgamating Company 1 and the Amalgamated Company 1 and shall have the right to claim refunds, advance Tax credits, input Tax credit, credits of all Taxes paid/ withheld, if any, as may be required consequent to implementation of this Scheme.

15.6 Any actions taken by the Amalgamating Company 1 to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, Tax filings, etc.) on and from the Appointed Date up to the Effective Date shall be considered as adequate compliance by the Amalgamating Company 1 with such requirements under Tax Laws and such actions shall be deemed to constitute adequate compliance by the Amalgamated Company 1 with the relevant obligations under such Tax Laws.

15.7 Any unutilized GST credits of Amalgamating Company 1 shall, notwithstanding anything contained in this Clause 15, be transferred to the Amalgamated Company 1 in accordance with Applicable Laws. The Amalgamating Company 1 and Amalgamated Company 1 shall take such actions as may be necessary under Applicable Law to effect such transfer. GST credits and Liability in connection with GST pertaining to the activities or operations between the Appointed Date and the Effective Date shall, notwithstanding anything contained in this Clause 15 be dealt with in accordance with Applicable Law.

15.8 Any benefits under incentive schemes and policies relating to the Amalgamating Company 1 shall be transferred to and vested in the Amalgamated Company 1.

16. VALIDITY OF EXISTING RESOLUTIONS

Upon the coming into effect of the Scheme, the resolutions, if any, of the Amalgamating Company 1, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Amalgamated Company 1, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, such limits shall be added to the limits, if any, under like resolutions passed by the Amalgamated Company 1, and shall constitute the aggregate of the said limits in the Amalgamated Company 1.

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M M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

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A. Venkatesh

(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



17. CANCELLATION OF SHARE CAPITAL

Notwithstanding anything contained under the Act, pursuant to the provisions of Sections 230 to 232 of the Act, the equity shares of Amalgamating Company 1 held by the Amalgamated Company 1, shall stand cancelled and extinguished without any further act, instrument or deed immediately upon the Scheme coming into effect. It is clarified that no new shares shall be issued, or payment made in cash or in kind, whatsoever, by the Amalgamated Company 1 in lieu of such shares of Amalgamating Company 1.

18. ISSUANCE OF ALL EQUITY SHARES FOR THE MWTSPPL AMALGAMATION

The Amalgamating Company 1 is a wholly owned subsidiary of Amalgamated Company 1 and accordingly, there would be no issue or allotment of shares of the Amalgamated Company 1 to the shareholders of Amalgamating Company 1 pursuant to the Scheme.

19. ACCOUNTING TREATMENT IN THE BOOKS OF THE AMALGAMATED COMPANY 1 FOR AMALGAMATION OF AMALGAMATING COMPANY 1 INTO THE AMALGAMATED COMPANY 1

Upon the Scheme becoming effective and with effect from the Appointed Date, the Amalgamated Company 1 shall account for the transfer and vesting of the assets and liabilities of the Amalgamating Company 1 in its books of accounts as per "Pooling of Interest Method" prescribed under the Indian Accounting Standard (Ind AS) 103 – "Business Combination" notified under Section 133 of the Act read with relevant rules issued thereunder and other applicable Accounting Standards provided under the Act, specifically:

- 19.1 The Amalgamated Company 1 shall record the assets and liabilities of the Amalgamating Company 1 vested in it pursuant to the Scheme at their respective book values as appearing in the books of the Amalgamating Company 1 as on the Appointed Date.
- 19.2 The identity of the reserves of the Amalgamating Company 1, if any, shall be preserved and they shall appear in the financial statements of the Amalgamated Company 1 in the same form and manner in which they appeared in the financial statements of the Amalgamating Company 1.
- 19.3 The inter-company investments, loans, advances, deposits, balances unpaid dividend or other obligations between the Amalgamated Company 1 and the Amalgamating Company 1, if any appearing in the books of the Amalgamated Company 1 shall stand cancelled and there shall be no further obligation in that behalf.
- 19.4 The investments held by the Amalgamated Company 1 in the Amalgamating Company 1 as appearing in the books of accounts of the Amalgamated Company 1 shall be cancelled.
- 19.5 The difference between the net assets (i.e., aggregate of the book value of all assets over liabilities) & reserves transferred from the Amalgamating Company 1 after providing for adjustments as stated in Clause 19.3 and 19.4 above shall be accounted based on the accounting principles prescribed under Ind AS – 103, i.e. shall be transferred to the capital reserve.
- 19.6 The Amalgamated Company 1 shall record in its books of account, all transactions of the Amalgamating Company 1 in respect of assets, liabilities, income and expenses, from Appointed Date to the Effective Date.

For Ambadi Investments Limited

M H Murugappa
Authorized Signatory,



For Murugappa Water Technology and Solutions Pvt Ltd

Alka Rajadurai
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



19.7 In case of any difference in accounting policies between the Amalgamating Company 1 and the Amalgamated Company 1, the accounting policies followed by the Amalgamated Company 1 shall prevail to ensure that the financial statements reflect the financial position on the basis of consistent accounting policies.

19.8 Notwithstanding the above accounting treatment, the Board of the Amalgamated Company 1 is authorized to account for any of these transactions / balances in any manner whatsoever, as may be deemed fit, in accordance with applicable Accounting Standards notified under Section 133 of the Act read with relevant rules issued thereunder, and generally accepted accounting principles in India as amended from time to time and generally accepted accounting principles adopted in India.

19.9 As the Amalgamating Company 1 shall stand dissolved without being wound up upon the Scheme becoming effective, there is no accounting treatment prescribed under this Scheme in the books of Amalgamating Company 1.

20. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

20.1 With effect from the Appointed Date and pursuant to the MWTSPM Amalgamation, up to and including the Effective Date, the Amalgamating Company 1 shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions pertaining to the MWTSPM Undertaking for and on account of, and in trust for the Amalgamated Company 1.

20.2 All profits and income accruing or arising to the Amalgamating Company 1, and losses and expenditure arising or incurred by the Amalgamating Company 1 (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Amalgamated Company 1.

20.3 Any of the rights, powers, authorities or privileges exercised by the Amalgamating Company 1 for the period commencing from the Appointed Date shall be deemed to have been exercised by the Amalgamating Company 1 for and on behalf of, and in trust for and as an agent of the Amalgamated Company 1. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Amalgamating Company 1, for the period commencing from the Appointed Date, shall be deemed to have been undertaken for and on behalf of and as an agent for the Amalgamated Company 1.

20.4 All Taxes (including but not limited to advance tax, self-assessment tax, regular tax, TDS, minimum alternate tax credits, dividend distribution tax, securities transaction tax, taxes withheld / paid in a foreign country, value added tax, sales tax, service tax, goods and service tax, surcharge, cess, etc.) paid / payable by or refunded / refundable to Amalgamating Company 1 with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds / claims, etc. as the case may be, of the Amalgamated Company 1, and any tax incentives, advantages, privileges, accumulated losses and allowance for unabsorbed depreciation as per Section 72A of the IT Act, losses brought forward and unabsorbed depreciation as per books of account, deductions otherwise admissible including payment admissible on actual payment or on deduction of appropriate taxes or on payment of TDS, such as under Sections 40, 40A, 43B, etc. of the IT Act, exemptions, credits, deductions / holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to the

For Ambadi Investments Limited

M H Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

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T. Venkateshwaran

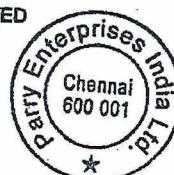
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For PARRY ENTERPRISES INDIA LIMITED

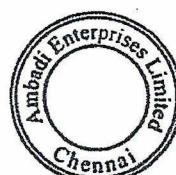
K R Srinivasan

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



Amalgamating Company 1, shall pursuant to this Scheme becoming effective, be available to the Amalgamated Company 1, and, shall, in all proceedings, be dealt with accordingly.

20.5 Subject to the terms of the Scheme, the transfer and vesting of the Amalgamating Company 1 as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Amalgamating Company 1 on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Amalgamated Company 1 accepts and adopts all acts, deeds and things made, done and executed by the Amalgamating Company 1 as acts, deeds and things made, done and executed by or on behalf of the Amalgamated Company 1.

21. DISSOLUTION OF AMALGAMATING COMPANY 1

On the Effective Date, Amalgamating Company 1 shall stand dissolved without being wound-up and without any further act or deed.

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M M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

E Venkatachala

(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

KR Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



**PART D – PEIL DEMERGER | TRANSFER AND VESTING OF THE PEIL
UNDERTAKING INTO THE RESULTING COMPANY**

22. TRANSFER AND VESTING OF PEIL UNDERTAKING

Upon the Scheme becoming effective and with effect from the Appointed Date, the PEIL Undertaking shall, in accordance with Section 2(19AA) of the IT Act and pursuant to Sections 230 to 232 and other applicable provisions of the Act, and pursuant to the Sanction Order, without any further act, instrument or deed, be demerged from the Demerged Company 1 and stand transferred to and vested in or be deemed to be transferred to and vested in the Resulting Company as a going concern in the manner set out below.

22.1 TRANSFER OF ASSETS

22.1.1 Without prejudice to the generality of the above, upon the Scheme becoming effective and with effect from the Appointed Date:

- (i) All the business, undertaking, activities, operations, estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances of the Demerged Company 1 forming part of the PEIL Undertaking of whatsoever nature and wheresoever situate shall, under the provisions of Sections 230 to 232 of the Act and other applicable provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Resulting Company and shall be deemed to be transferred to and vested in the Resulting Company, as a going concern, so as to become, as and from the Appointed Date, the business, undertaking, activities, operations, estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances of the Resulting Company.
- (ii) All assets, estates, rights, title, claims, investments, interest and authorities forming part of the PEIL Undertaking acquired by Demerged Company 1 after the Appointed Date and prior to the Effective Date shall also, under the provisions of Sections 230 to 232 of the Act and other applicable provisions of Applicable Law, stand transferred to and vested in or be deemed to have been transferred to or vested in the Resulting Company upon the coming into effect of this Scheme, without any further act, instrument or deed.

22.1.2 Without prejudice to the generality of the above, upon the Scheme becoming effective and with effect from the Appointed Date:

- (i) In respect of the assets of the Demerged Company 1 forming part of the PEIL Undertaking that are movable in nature (including shares and marketable securities) or incorporeal property and/ or otherwise capable of transfer by manual or constructive delivery and/ or by endorsement and/ or delivery, including cash and bank balances, units of mutual funds, market instruments and securities, the same shall stand transferred by the Demerged Company 1 to the Resulting Company or be deemed to be transferred by delivery or possession or by endorsement and delivery and shall become the property of the Resulting Company upon the coming into effect of the Scheme, with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, and without requiring any deed or instrument of conveyance for transfer of the same.
- (ii) In respect of such of the assets and properties belonging to the Demerged Company 1 forming part of the PEIL Undertaking (other than those referred to in Clause

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MM Munugappa
Authorized Signatory.



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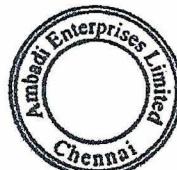
E. Venkatesh
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED
K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited
(Authorised Signatory)



22.1.2(i) including sundry debtors, actionable claims, receivables, bills, credits (including tax credits), loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits (with any government, quasi government, local or other authority or body or with any company or other person), the same shall stand transferred to and vested in the Resulting Company and shall be deemed to have been transferred to and vested in the Resulting Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any. The Resulting Company may, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vested in the Resulting Company and be paid or made good or held on account of the Resulting Company as the person entitled thereto.

- (iii) All assets, estate, rights, title, remedies, claims, rights of action, interest and authorities held by the Demerged Company 1, on the Appointed Date forming part of the PEIL Undertaking, not otherwise specified in the above Clauses, shall also, without any further act, instrument or deed, stand transferred to and vested in or be deemed to be transferred to and vested in the Resulting Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 230-232 of the Act and all other applicable provisions of Applicable Laws.
- (iv) All immovable property, whether or not included in the books of the Demerged Company 1, whether freehold or leasehold or licensed properties (including but not limited to land, buildings, sites and immovable properties and any other document of title, rights, interest, right of way and easements in relation thereto) of the PEIL Undertaking exclusively shall stand transferred to and be vested in the Resulting Company or be deemed to be transferred to and be vested in the Resulting Company automatically without any act or deed to be done or executed by the Demerged Company 1 and/or the Resulting Company. All lease or license or rent agreements pertaining exclusively to the PEIL Undertaking, entered into by the Demerged Company 1 with various landlords, owners and lessors in connection with the use of the assets of the Demerged Company 1, together with security deposits, shall stand automatically transferred in favour of the Resulting Company on the same terms and conditions, subject to Applicable Law, without any further act, instrument or deed. The Resulting Company shall continue to pay rent amounts as provided for in such agreements and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreements by the Demerged Company 1. For the purpose of giving effect to the vesting order passed under Sections 230 to 232 of the Act in respect of this Scheme, the Resulting Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges and fulfill all its obligations in relation to or applicable to all such immovable properties, including mutation and/or substitution of the ownership or the title to, or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authority(ies) in favour of the Resulting Company pursuant to the Sanction Order and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by the Demerged Company 1 and / or the Resulting Company. It is clarified that the Resulting Company shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. For the purposes this Clause, the Boards of the Demerged Company 1 and the

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M M Murugappa
Authorized Signatory



For Murugappa Water Technology and Solutions Pvt Ltd

E Venkatachalam
(Authorised Signatory)



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I C R S
K R SRINIVASAN
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



Resulting Company may, in their absolute discretion, mutually decide the manner of giving effect to the transfer or vesting of the whole or part of the right, title and interest in all or any of the immovable properties along with any attendant formalities involved, including by way of execution of deed(s) of conveyance, assignment, transfer or rectification, in order to give effect to the objectives of the Scheme.

- (v) All Intellectual Property and rights thereto of the Demerged Company 1, whether registered or unregistered, along with all rights of commercial nature including attached goodwill, title, interest, and all other interests relating to the goods or services being dealt with by the Demerged Company 1 and forming part of the PEIL Undertaking, shall be transferred to, and vest in, the Resulting Company.
- (vi) In so far as various incentives, subsidies, exemptions, remissions, reductions, export benefits, all indirect tax related benefits, including GST benefits, service tax benefits, all indirect tax related assets / credits, including but not limited to goods and service tax input credits, service tax input credits, value added / sales tax / entry tax credits or set-off, income tax holiday / benefit / losses / minimum alternative tax and other benefits or exemptions or privileges enjoyed, granted by any Appropriate Authority or by any other person, or availed of by the Demerged Company 1 are concerned, the same shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, without any further act or deed, in so far as they relate to the PEIL Undertaking, vest with and be available to the Resulting Company on the same terms and conditions as were available with the Demerged Company 1 and as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Resulting Company, to the end and intent that the right of the Demerged Company 1 to recover or realize the same, stands transferred to the Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- (vii) With respect to the investments made by the Demerged Company 1 in shares, stocks, bonds, warrants, units of mutual funds or any other securities, shareholding interests in other companies, whether quoted or unquoted, by whatever name called, forming part of the PEIL Undertaking, the same shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Resulting Company on the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- (viii) Any claims due to the Demerged Company 1 from its customers or otherwise and which have not been received by the Demerged Company 1 as on the date immediately preceding the Appointed Date as the case may be, in relation to or in connection with the PEIL Undertaking, shall also belong to and be received by the Resulting Company.

22.1.3 For avoidance of doubt, in order to ensure the smooth transition and sales of products and inventory of the Demerged Company 1 manufactured and/or branded and/or labelled and/or packed in the name of the Demerged Company 1 prior to the Effective Date insofar as they relate to the PEIL Undertaking, the Resulting Company shall have the right to own, use, market, sell, exhaust or to in any manner deal with any such products and inventory (including packing material) pertaining to the Demerged Company 1 at manufacturing locations or warehouses or elsewhere, without making any modifications whatsoever to such products and/or their branding, packing or labelling. All invoices / payment related documents pertaining to such products and inventory may be raised in the name of the Resulting Company after the Effective Date.

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MM Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

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A. Karthick Balachandran
(Authorised Signatory)



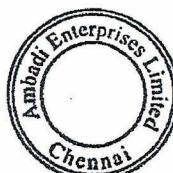
For PARRY ENTERPRISES INDIA LIMITED

KR Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



22.1.4 Notwithstanding the fact that vesting of the PEIL Undertaking occurs by virtue of this Scheme, the Resulting Company may, at any time on or after the Appointed Date, in accordance with the provisions hereof if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or arrangements with any party to any contract or arrangement to which the Demerged Company 1 is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Resulting Company shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Demerged Company 1, insofar as they relate to the PEIL Undertaking, to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company 1.

22.1.5 Upon the Effective Date and with effect from the Appointed Date, in relation to assets, if any, which, under Applicable Law, require separate documents for vesting in the Resulting Company, or which the Demerged Company 1 and/or the Resulting Company and or otherwise desire to be vested separately, the Demerged Company 1 and the Resulting Company will execute such deeds, documents or such other instruments, if any, as may be mutually agreed.

22.1.6 On and from the Effective Date and thereafter, the Resulting Company shall be entitled to operate all bank accounts of the Demerged Company 1, in relation to or in connection with the PEIL Undertaking, and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Demerged Company 1, in relation to or in connection with the PEIL Undertaking in the name of the Resulting Company in so far as may be necessary until the transfer of rights and obligations of the PEIL Undertaking to the Resulting Company under this Scheme have been formally given effect to under such contracts and transactions.

22.1.7 It is clarified that with effect from the Effective Date and till such time that the name of the bank accounts of the Demerged Company 1, in relation to or in connection with the PEIL Undertaking, have been replaced with that of the Resulting Company, the Resulting Company shall be entitled to operate the bank accounts of the Demerged Company 1, in relation to or in connection with the PEIL Undertaking, in the name of the Demerged Company 1 in so far as may be necessary. All cheques and other negotiable instruments, electronic fund transfers (such as NEFT, RTGS, etc.) and payment orders received or presented for encashment which are in the name of the Demerged Company 1, in relation to or in connection with the PEIL Undertaking, after the Appointed Date shall be accepted by the bankers of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company. The Resulting Company shall be allowed to maintain bank accounts in the name of the Demerged Company 1 for such time as may be determined to be necessary by the Resulting Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Demerged Company 1, in relation to or in connection with the PEIL Undertaking. It is hereby expressly clarified that any legal proceedings by or against the Demerged Company 1, in relation to or in connection with the PEIL Undertaking, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company 1 shall be instituted, or as the case may be, continued by or against the Resulting Company after the Effective Date.

22.2 TRANSFER OF LIABILITIES

22.2.1 Upon coming into effect of this Scheme and with effect from the Appointed Date (or in case of any Demerged PEIL Liability (*as defined hereinafter*) incurred on a date on or after the Appointed Date, with effect from such date), all Demerged PEIL Liabilities relating to the PEIL Undertaking, whether or not provided in the books of the Demerged Company 1

For Ambadi Investments Limited

MM Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

E. Venkateshwaran
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



shall without any further act, instrument or deed be and stand transferred to the Resulting Company to the extent that they are outstanding as on the Effective Date and shall thereupon become as and from the Appointed Date (or in case of any Demerged PEIL Liability incurred on a date on or after the Appointed Date, with effect from such date) the debts, duties, obligations, and liabilities of the Resulting Company, along with any Encumbrance relating thereto, on the same terms and conditions as were applicable to the Demerged Company 1. The Resulting Company undertakes to meet, discharge and satisfy the same to the exclusion of the Demerged Company 1 such that the Demerged Company 1 shall in no event be responsible or liable in relation to any such Demerged PEIL Liabilities.

22.2.2 The term "Demerged PEIL Liabilities" shall mean:

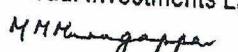
- (i) the Liabilities of the Demerged Company 1 which exclusively arise out of the activities or operations relating to the PEIL Demerged Businesses;
- (ii) the specific loans or borrowings (including debentures, if any) raised, incurred and utilized solely for the activities or operations in relation to the PEIL Demerged Businesses;
- (iii) in cases other than those referred to in Clause 22.2.2(i) or Clause 22.2.2(ii) above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company 1, as stand in the same proportion which the value of the assets transferred pursuant to the PEIL Demerger bears to the total value of the assets of the Demerged Company 1 immediately prior to the Appointed Date.

22.2.3 In so far as the Demerged PEIL Liabilities are concerned, such Demerged PEIL Liabilities transferred to the Resulting Company in terms of Clause 22.2 hereof, shall, without any further act, instrument or deed, become loans and borrowings of the Resulting Company, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Resulting Company as if it had entered into such loans and incurred such borrowings. Thus, with effect from the Effective Date, the primary obligation to redeem or repay such Demerged PEIL Liabilities shall be that of the Resulting Company.

22.2.4 Where any of the Demerged PEIL Liabilities has been partially or fully discharged by the Demerged Company 1 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company, and all liabilities and obligations incurred by the Demerged Company 1 for the operations of the PEIL Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been 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 stand transferred to the Resulting Company and shall become the liabilities and obligations of the Resulting Company.

22.2.5 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Company 1 alone shall be liable to perform all obligations in respect of all debts, liabilities, duties and obligations pertaining to the Remaining PEIL Business and the Resulting Company shall not have any obligations in respect of the debts, liabilities, duties and obligations of the Remaining PEIL Business. Further, upon the coming into effect of this Scheme and with effect from the Appointed Date, the Resulting Company alone shall be liable to perform all obligations in respect of Demerged PEIL Liabilities, which have been transferred to it in terms of this Scheme, and the Demerged Company 1 shall not have any obligations in respect of such respective Demerged PEIL Liabilities.

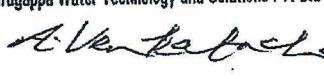
For Ambadi Investments Limited


M. Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

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A. Venkatesh
(Authorised Signatory)

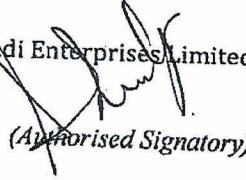


For PARRY ENTERPRISES INDIA LIMITED


K. R. Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited


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22.2.6 The provisions of this Clause and that of Clause 23 below shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and/or superseded by the foregoing provisions.

22.2.7 It is expressly provided that, save as mentioned in this Scheme, no other term or condition of the Demerged PEIL Liabilities transferred to the Resulting Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.

22.2.8 Upon the coming into effect of this Scheme, the borrowing limits of the Resulting Company in terms of Section 180(1)(c) of the Act shall be deemed increased without any further act, instrument or deed to the equivalent of the aggregate borrowings forming part of the Demerged PEIL Liabilities transferred by the Demerged Company 1 to the Resulting Company pursuant to the Scheme. Such limits shall be incremental to the existing borrowing limits of the Resulting Company.

23. ENCUMBRANCES

23.1 The transfer and vesting of the assets comprised in the PEIL Undertaking to and in the Resulting Company upon the coming into effect of the Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.

23.2 In so far as the existing Encumbrances in respect of the Demerged PEIL Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the PEIL Undertaking to which such Demerged PEIL Liability relates, which have already been Encumbered in respect of the Demerged PEIL Liabilities as transferred to the Resulting Company pursuant to this Scheme, and such Encumbrances shall not relate to or attach to any of the other assets of the Resulting Company. Provided that if any of the assets comprised in the PEIL Undertaking being transferred to the Resulting Company pursuant to this Scheme have not been Encumbered in respect of the Demerged PEIL Liabilities, such assets shall remain unencumbered, and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The Scheme shall not operate to enlarge the Encumbrances, nor shall the Resulting Company be obliged to create any further or additional security after the Scheme has become effective or otherwise. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

23.3 If any Encumbrance of the Demerged Company 1 for the operations of the PEIL Undertaking exists as on the Appointed Date, but has been partially or fully released thereafter by the Demerged Company 1 on or after the Appointed Date but prior to the Effective Date, such release shall be deemed to be for and on account of the Resulting Company upon the coming into effect of the Scheme and all Encumbrances incurred by the Demerged Company 1 for the operations of the PEIL Undertaking on or after the Appointed Date and prior to the Effective Date shall be deemed to have been incurred for and on behalf of the Resulting Company, and such Encumbrances shall not attach to any property of the Demerged Company 1.

23.4 Subject to the other provisions of this Scheme, in so far as the assets forming part of the PEIL Undertaking are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings or debentures or other debt or debt securities of the Remaining PEIL Business, shall, as and from the Effective Date, without any further act, instrument or deed, stand released and discharged and shall no longer be available as

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M M Murugappa

Authorized Signatory.



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E. Venkatesan

(Authorised Signatory)



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K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

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Encumbrances in relation to those liabilities of the Demerged Company 1 pertaining to the Remaining PEIL Business (and which shall continue with the Demerged Company 1).

23.5 In so far as the assets of the Remaining PEIL Businesses are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings forming part of the Demerged PEIL Liabilities shall, without any further act, instrument or deed be released and discharged from such Encumbrances. The absence of any formal amendment which may be required by a bank and/ or financial institution or trustee or third party in order to effect such release shall not affect the operation of this Clause 23.5.

23.6 In so far as the existing Encumbrances in respect of the loans and other liabilities relating to the Remaining PEIL Business are concerned, such Encumbrances shall, without any further act, instrument or deed be continued with the Demerged Company 1, only on the assets relating to the Remaining PEIL Business and the assets forming part of the PEIL Undertaking shall stand released therefrom.

23.7 In so far as the existing Encumbrances over the assets and other properties of the Resulting Company or any part thereof which relate to the liabilities and obligations of the Resulting Company prior to the Effective Date are concerned, such Encumbrance shall, without any further act, instrument or deed continue to relate to only such assets and properties and shall not extend or attach to any of the assets and properties of the PEIL Undertaking transferred to and vested in the Resulting Company by virtue of the Scheme.

23.8 Without any prejudice to the provisions of the foregoing Clauses and upon coming into effect of this Scheme, the Demerged Company 1 and the Resulting Company shall enter into and execute such other deeds, instruments, documents and/ or writings and/ or do all acts and deeds as may be required from the Demerged Company 1, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.

23.9 Any reference to the Demerged Company 1 and its assets and properties in any security documents or arrangements (to which the Demerged Company 1 is a party), which relate to the PEIL Undertaking, shall be construed as a reference to the Resulting Company and the assets and properties of the Demerged Company 1 shall be transferred to the Resulting Company by virtue of the Scheme. Without prejudice to the provisions of the foregoing Clauses and upon coming into effect of the Scheme, the Demerged Company 1 and the Resulting Company may enter into and execute such other deeds, instruments, documents and/ or writings and/ or do all acts and deeds as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.

24. EMPLOYEES

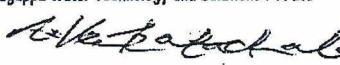
24.1 On the Scheme becoming effective, all PEIL Transferred Employees shall be deemed to have become employees of the Resulting Company with effect from the Appointed Date or their respective joining date, whichever is later, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Resulting Company shall not be less favourable than those applicable to them with reference to their employment in the Demerged Company 1 on the Effective Date. The services of all PEIL Transferred Employees with the Demerged Company 1 prior to the PEIL Demerger shall be taken into account for the purposes of all benefits to which the PEIL Transferred Employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits and to this effect the

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H M Murugappa
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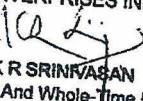


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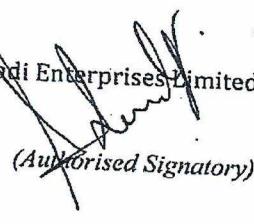


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K R SRINIVASAN
Chairman And Whole-Time Director



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accumulated balances, if any, standing to the credit of the PEIL Transferred Employees in the existing provident fund, gratuity fund and superannuation funds nominated by the Resulting Company and/or such new provident fund, gratuity fund and superannuation fund to be established and caused to be recognized by the Appropriate Authorities, by the Resulting Company, or to the government provident fund in relation to the PEIL Transferred Employees who are not eligible to become members of the provident fund maintained by the Resulting Company.

24.2 It is expressly provided that, on the Scheme becoming effective, insofar as the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff and employees of the Demerged Company 1 (including PEIL Transferred Employees) are concerned (collectively referred to as the "PEIL Funds"), such of the investments made in the funds and liabilities which are attributable/referable to the PEIL Transferred Employees shall be transferred to the similar funds created and/or nominated by the Resulting Company and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Resulting Company, maintained as separate funds by the Resulting Company. In the event that the Resulting Company does not have its own funds in respect of any of the above, the Resulting Company may, subject to necessary approvals and permissions, continue to contribute to the PEIL Funds, until such time that the Resulting Company creates its own funds, at which time the funds and the investments and contributions pertaining to the PEIL Transferred Employees shall be transferred to the funds created by the Resulting Company.

24.3 Further to the transfer of the PEIL Funds as set out in Clause 24.2 above, for all purposes whatsoever in relation to the administration or operation of the PEIL Funds or in relation to the obligation to make contributions to the PEIL Funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, all rights, duties, powers and obligations of the Demerged Company 1 in relation to the PEIL Undertaking as on the Effective Date in relation to the PEIL Funds shall become those of the Resulting Company. It is clarified that the services of the PEIL Transferred Employees forming part of the PEIL Undertaking will be treated as having been continuous for the purpose of the PEIL Funds.

24.4 In relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the PEIL Transferred Employees, the Resulting Company shall stand substituted for the Demerged Company 1, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such PEIL Transferred Employees.

24.5 Upon the coming into effect of this Scheme, the directors or key managerial personnel of the Demerged Company 1 will not become directors or key managerial personnel of the Resulting Company merely by virtue of the provisions of this Scheme. It is clarified that this Scheme will not affect any directorship / key managerial position of a person who is already a director / key managerial personnel in the Resulting Company as of the Effective Date, if any.

24.6 In so far as the existing benefits or funds created by the Demerged Company 1 for the employees of the Remaining PEIL Business are concerned, the same shall continue and the Demerged Company 1 shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and the Resulting Company shall have no liability in respect thereof.

25. LEGAL PROCEEDINGS

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M M Murugappa
Authorized Signatory.



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A. Venkateswaran
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



A. Venkateswaran
(Authorised Signatory)



25.1 Upon the coming into effect of this Scheme, subject to the provisions of Clause 25.2 in relation to Tax proceedings, if any suit, appeal, legal, or other proceeding of whatever nature, whether criminal or civil (including before any statutory or quasi-judicial authority or tribunal), under Applicable Law, by or against the Demerged Company 1 in relation to the PEIL Undertaking is pending on the Effective Date or is instituted any time thereafter, and if such proceeding is capable of being continued by or against the Resulting Company under Applicable Law, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings shall be continued, prosecuted and enforced by or against the Resulting Company, as the case may be, after the Effective Date, in the same manner and to the same extent as it would have been continued, prosecuted and enforced by or against the Demerged Company 1, in relation to the PEIL Undertaking, which forms part of the Demerged Company 1, as if this Scheme had not been made.

25.2 The provisions of this Clause 25.2 shall apply to any suit, appeal, legal or other proceeding of whatever nature, whether criminal or civil (including before any statutory or quasi-judicial authority or tribunal), under any Tax Law relating to the PEIL Undertaking. Any such proceedings in relation to the PEIL Undertaking and pertaining to the period prior to the Appointed Date, whether pending on the Effective Date or instituted at any time thereafter, shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but shall be continued, prosecuted and enforced by or against the Demerged Company 1. Any such Tax proceedings in relation to the PEIL Undertaking and pertaining to the period on or after the Appointed Date shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, and shall be continued, prosecuted and enforced by or against the Resulting Company, as the case may be, after the Effective Date, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company 1 in relation to the PEIL Undertaking as if this Scheme had not been made.

25.3 In case of any litigation, suits, recovery proceedings etc., as referred to in this Clause 25 which are the responsibility of the Resulting Company, which are to be initiated or may be initiated against the Demerged Company 1, in relation to the PEIL Undertaking, the Demerged Company 1 shall defend the same in accordance with the advice of the Resulting Company and at the cost of the Resulting Company, and the Resulting Company shall reimburse and indemnify the Demerged Company 1 against all liabilities and obligations incurred by the Demerged Company 1 in respect thereof. If any proceedings are taken against the Resulting Company after the Effective Date in respect of the matters referred to in this Clause 25, which are the responsibility of the Demerged Company 1, the Resulting Company shall defend the same in accordance with the advice of the Demerged Company 1 and at the cost of the Demerged Company 1, and the Demerged Company 1 shall reimburse and indemnify the Resulting Company against all liabilities and obligations incurred by the Resulting Company in respect thereof.

25.4 The Resulting Company undertakes to have all legal or other proceedings initiated by or against the Demerged Company 1 which are the responsibility of the Resulting Company referred to in this Clause 25 transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company 1. The Demerged Company 1 undertakes to have all legal or other proceedings initiated by or against Resulting Company after the Effective Date which are the responsibility of the Demerged Company 1, referred to in this Clause 25, transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Demerged Company 1 to the exclusion of the Resulting Company. The

For Ambadi Investments Limited

K M Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

K Venkateshwaran
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



Demerged Company 1 and the Resulting Company shall make relevant applications in that behalf.

26. CONTRACTS, DEEDS, ETC.

26.1 Upon coming into effect of this Scheme and subject to the other provisions of this Scheme, all contracts, deeds, bonds, schemes, insurance, letters of intent, tenders obtained or applied, bids, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature exclusively forming part of a PEIL Undertaking to which the Demerged Company 1 is a party or to the benefit of which the Demerged Company 1 is eligible and which is subsisting or having effect on the Effective Date, shall without any further act or deed, continue in full force and effect against or in favour of the Resulting Company and may be enforced by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company 1, the Resulting Company had been a party thereto. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 26 of the Scheme.

26.2 The Resulting Company may at its sole discretion enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Demerged Company 1 will, if necessary, also be party in order to give formal effect to the provisions of this Scheme. The Resulting Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Demerged Company 1 for the PEIL Undertaking and to implement or carry out all formalities required to give effect to the provisions of this Scheme.

26.3 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the PEIL Undertaking occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of the Scheme, in accordance with its provisions, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), instruments, confirmations or other writings or arrangements with any party to any contract or arrangement to which the Demerged Company 1 is a party, or any writings as may be necessary, in order to give formal effect to the provisions of this Scheme. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Demerged Company 1 and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company 1 to be carried out or performed.

26.4 Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the PEIL Undertaking which the Demerged Company 1 owns or to which the Demerged Company 1 is a party to, cannot be transferred to the Resulting Company for any reason whatsoever:

- (i) The Demerged Company 1 shall hold such asset or contract, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, insofar as it is permissible so to do, till such time as their transfer is effected;
- (ii) The Demerged Company 1 and the Resulting Company shall, however, between themselves, treat each other as if that all contracts, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature in

For Ambadi Investments Limited

M Murugappa
Authorized Signatory.



EPA Murugappa Water Technology and Solutions Pvt Ltd

E. K. R. Subrahmanyam
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



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(Authorised Signatory)



relation to the PEIL Undertaking had been transferred to the Resulting Company on the Effective Date; and

(iii) The Resulting Company shall perform or assist the Demerged Company 1 in performing all of the obligations under those contracts, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature, to be discharged after the Effective Date.

It is clarified that the Demerged Company 1 and the Resulting Company may enter into contracts or arrangements, as may be required to give effect to the provisions of this Clause 26.4 and such contracts or arrangements shall not be cancelled or inoperative pursuant to Clause 26.5 below.

26.5 Any inter-se contracts between the Demerged Company 1 on the one hand and the Resulting Company on the other hand in connection with the PEIL Undertaking shall stand cancelled and cease to operate upon the effectiveness of this Scheme.

26.6 Notwithstanding any such mechanism or arrangement between the Demerged Company 1 and Resulting Company, the said Companies agree that the Demerged Company 1 shall with respect to the period after the Effective Date, (i) not be responsible for performance of any obligations or for any liabilities whatsoever arising from or in relation to the PEIL Undertaking; and (ii) not be entitled to any rights or to receive any benefits whatsoever in relation to the PEIL Undertaking. The economic, financial, technical and operational responsibility and all related costs and expenses (direct and incurred), liabilities and taxes in connection with the PEIL Undertaking, shall rest and be borne entirely and exclusively by Resulting Company after the Effective Date. Resulting Company shall promptly pay, indemnify and hold harmless the Demerged Company 1 for and from any such costs and expenses, losses, damages, liabilities and taxes or requirements under the Contract(s) after the Effective Date if arising pursuant to the arrangement between the Demerged Company 1 and Resulting Company under this Clause 26.6.

27. PERMITS, CONSENTS AND LICENSES

27.1 All the licenses, permits, permissions, consents, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, allotments, insurance cover, clearances, authorities, privileges, affiliations, easements, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted, conferred upon, held or availed of by and all rights and benefits that have accrued to the Demerged Company 1, in relation to or in connection with the PEIL Undertaking, and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents received by the Demerged Company 1, forming part of or relating to the PEIL Undertaking, pursuant to the provisions of Sections 230 to 232 of the Act, shall without any further act, instrument or deed, be transferred to and vest in or be deemed to have been transferred to and vested in and be available to the Resulting Company so as to become as and from the Appointed Date, the estates, assets, licenses, permits, privileges, title, interests and authorities of the Resulting Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under Applicable Law and the concerned licensors and grantors of such approvals, clearances, permissions, etc., shall endorse, where necessary, and record, in accordance with Applicable Law, the Resulting Company on such approvals, clearances, permissions etc. so as to acknowledge and record the transfer and vesting of the PEIL Undertaking in the Resulting Company and continuation of operations forming part of the PEIL Undertaking in the Resulting Company without hindrance and that such approvals, clearances and permissions etc. shall remain in full force and effect in favour of or against the Resulting Company, as the case may be, the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights

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M M Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

E Venkatesh
(Authorised Signatory)



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U C S
K R SRINIVASAN
Chairman And Whole-Time Director



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and benefits under the same shall be available to the Resulting Company and may be enforced as fully and effectually as if, instead of the Demerged Company 1, the Resulting Company had been a party or recipient or beneficiary or obligee thereto. The Demerged Company 1 and the Resulting Company may execute necessary documentation to give effect to the foregoing, where required.

27.2 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, pre-qualifications, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Demerged Company 1 in relation to the PEIL Undertaking, including by any Appropriate Authority, including the benefits of any applications made for any of the foregoing, shall, subject to Applicable Law, stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company. The Resulting Company shall make necessary applications / file relevant forms to any Appropriate Authority as may be necessary in this behalf.

27.3 Upon this Scheme being effective, the past track record of the Demerged Company 1 relating to the PEIL Undertaking, including without limitation, the profitability, experience, credentials and market share, shall be deemed to be the track record of the Resulting Company for all commercial and regulatory purposes including for the purposes of eligibility, standing, evaluation and participation of the Resulting Company in all existing and future bids, tenders and contracts of all authorities, agencies and clients.

27.4 From the Appointed Date and until the licenses, permits, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status are transferred, vested, recorded, effected, and / or perfected, in the record of the Appropriate Authority, in favour of the Resulting Company, the Resulting Company is authorized to carry on business in the name and style of the Demerged Company 1, in relation to or in connection with the PEIL Undertaking, and under the relevant license and or permit and/or approval, as the case may be, and the Resulting Company shall keep a record and/or account of such transactions.

28. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the Scheme, the transfer and vesting of the PEIL Undertaking into the Resulting Company under Clauses 22 to 27 above shall not affect any transaction or proceedings already concluded by the Demerged Company 1 for the PEIL Undertaking until the Effective Date, to the end and intent that the Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Company 1 for the PEIL Undertaking in respect thereto as acts, deeds and things made, done and executed by or on behalf of the Resulting Company.

29. TAXATION MATTERS

29.1 Notwithstanding anything to the contrary contained in this Scheme, upon effectiveness of this Scheme:

(i) the Demerged Company 1 shall be liable for any Tax payable to Appropriate Authorities under Applicable Laws relating to Tax and shall be entitled to any refunds of Tax from Appropriate Authorities under Tax Laws, which, in each case, arise exclusively from the operation or activities of the PEIL Undertaking prior to the Appointed Date, regardless of whether such payments or receipts are provided

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M M Murugappa
Authorized Signatory.



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A. Venkatesh
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



or recorded in the books of the Demerged Company 1 and whether such payments or receipts are due or realised on, before or after the Appointed Date; and

(ii) the Resulting Company shall be liable for any Tax payable to Appropriate Authorities under Tax Laws and shall be entitled to refunds of any Tax from Appropriate Authorities under Tax Laws, which, in each case, arise from the operation or activities of the PEIL 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 1 and whether such payments or receipts are due or realised on, before or after the Appointed Date.

29.2 All Liabilities under Tax Laws which relate exclusively to the activities or operations of the PEIL Undertaking prior to the Appointed Date shall remain the Liabilities of the Demerged Company 1 after the Effective Date, regardless of whether such Liabilities arise on or after the Appointed Date.

29.3 Upon effectiveness of this Scheme, all Taxes paid or payable by the Demerged Company 1 in respect of the operations and/ or the profits of the PEIL 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), advance tax, self-assessment tax, minimum alternate tax, or otherwise howsoever, by the Demerged Company 1 in respect of the activities or operations of the PEIL 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.

29.4 Any refund of Tax paid under Tax Laws including income tax, sales tax, value added tax, service tax, GST, value added tax or any other Tax, in relation to the operation and activities of the PEIL Undertaking prior to the Appointed Date shall belong to and be received by the Demerged Company 1, 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, value added tax, GST, or any other Tax, in relation to the operation and activities of the PEIL 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.

29.5 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 an Appropriate Authority or availed of by the Demerged Company 1 shall, without any further act or deed, in so far as they relate to or are available for the operation and activities of the PEIL 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 originally allotted and/or granted and/or sanctioned and/or allowed to the Resulting Company.

29.6 Each of the Resulting Company and the Demerged Company 1 shall be entitled to file/ revise its income-tax returns, TDS certificates, TDS returns, GST returns and other statutory returns, notwithstanding that the period for filing/ revising such returns may have lapsed and to obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Demerged Company 1 and the Resulting Company and shall have the right to claim refunds, advance Tax credits, input Tax credit, credits of all Taxes paid/ withheld, if any, as may be required consequent to implementation of this Scheme.

29.7 Any actions taken by the Demerged Company 1 to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, Tax filings, etc.) in respect

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M M Munugappa
Authorized Signatory.



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E Venkatesh
(Authorised Signatory)



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U C L
K R Srinivasan
Chairman And Whole-Time Director



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of the PEIL Undertaking on and from the Appointed Date up to the Effective Date shall be considered as adequate compliance by the Demerged Company 1 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.

- 29.8 Any unutilized GST credits pertaining to the PEIL Undertaking shall, notwithstanding anything contained in this Clause 29, be transferred by the Demerged Company 1 to the Resulting Company in accordance with Applicable Laws. The Demerged Company 1 and Resulting Company shall take such actions as may be necessary under Applicable Law to effect such transfer. GST credits and Liability in connection with GST pertaining to the activities or operations of the PEIL Undertaking between the Appointed Date and the Effective Date shall, notwithstanding anything contained in this Clause 29 be dealt with in accordance with Applicable Law.
- 29.9 If the Demerged Company 1 makes any payment to discharge any Liabilities under Tax Laws that are the responsibility of the Resulting Company under Clause 29.1(i) above, the Resulting Company shall promptly pay or reimburse the Demerged Company 1 for such payment. If the Resulting Company makes any payment to discharge any Liabilities under Tax Laws that are the responsibility of the Demerged Company 1 under Clause 29.1(ii) above, the Demerged Company 1 shall promptly pay or reimburse the Resulting Company for such payment.
- 29.10 Any benefits under incentive schemes and policies relating to the PEIL Undertaking shall be transferred to and vested in the Resulting Company.

30. VALIDITY OF EXISTING RESOLUTIONS

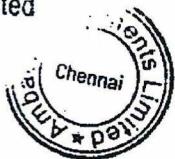
Upon the coming into effect of the Scheme, the resolutions, if any, of the Demerged Company 1 relating to the Demerged Undertaking, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Resulting Company, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, such limits shall be added to the limits, if any, under like resolutions passed by the Resulting Company, and shall constitute the aggregate of the said limits in the Resulting Company.

31. REMAINING PEIL BUSINESS

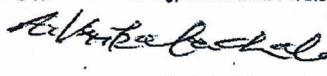
- 31.1 The Remaining PEIL Business and all the assets, properties, rights, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company 1, and the Resulting Company shall have no right, claim or obligation in relation to the Remaining PEIL Business of the Demerged Company 1 and nothing in this Scheme shall operate to transfer any of the Remaining PEIL Business to the Resulting Company or to make the Resulting Company liable for any of the Demerged PEIL Liabilities.
- 31.2 All legal, taxation and other proceedings of whatever nature (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company 1 with respect to the Remaining PEIL Business, under any statute, whether relating to the period prior to or after the Appointed Date and whether pending on the Appointed Date or which may be instituted in future, whether or not in respect of any matter arising before the Effective Date and relating to the Remaining PEIL Business, (including those relating to any property, right, power, liability, obligation or duty of the Demerged Company 1 in respect of the Remaining PEIL Business and any income tax related liabilities) shall be continued and enforced by or against the Demerged Company 1, as applicable, even after the Effective Date.

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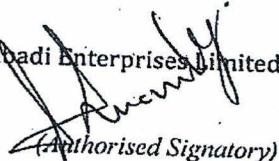
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K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited


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31.3 On and from the Appointed Date:

- (i) the Demerged Company 1 shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining PEIL Business for and on its own behalf;
- (ii) all profits accruing to the Demerged Company 1 or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining PEIL Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Demerged Company 1; and
- (iii) all assets and properties acquired by the Demerged Company 1 in relation to the Remaining PEIL Business shall belong to and continue to remain vested with the Demerged Company 1.

32. CONSIDERATION FOR THE PEIL DEMERGER

32.1 Upon this Scheme becoming effective and in consideration of transfer and vesting of the PEIL Undertaking from the Demerged Company 1 to the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application, act or deed, issue and allot equity shares, credited as fully paid-up, to the members of the Demerged Company 1, holding fully paid up equity shares (except to the extent of shares held by the Resulting Company in the Demerged Company 1) and whose names appear in the register of members, including the register and index of beneficial owners maintained by a depository under Section 11 of the Depositories Act, 1996, of the Demerged Company 1, on the Demerger Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Demerger Record Date in the following manner:

- (i) "for every 671 (Six Hundred and Seventy One) equity shares of face value and paid-up value of Rs. 10/- (Ten) each held in PEIL, 1 (One) equity share of face value and paid-up value of Rs. 10/- (Ten) in AIL" ("PEIL Demerger Share Entitlement Ratio");
- (ii) Fractional entitlements of shares, if any, will be rounded off to the next higher whole number.

32.2 The AIL Equity Shares shall be subject to the Scheme, the memorandum and articles of association of the Resulting Company and Applicable Law and shall rank *pari passu* with the equity shares of the Resulting Company.

32.3 Without prejudice to the generality of Clause 32.1, the Demerged Company 1 and the Resulting Company shall, if and to the extent required, apply for and obtain any approvals from concerned Appropriate Authorities and undertake necessary compliance for the issuance and allotment of the AIL Equity Shares.

32.4 The AIL Equity Shares shall mandatorily be issued in dematerialized form to the shareholders of the Demerged Company 1.

32.5 The AIL Equity Shares to be issued and allotted by the Resulting Company in terms of this Scheme 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 and shall have the same rights attached to the existing equity shares of the Resulting Company.

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M M Murugappa
Authorized Signatory.



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Chennai
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



32.6 Upon the Scheme becoming effective, the issued, subscribed and paid-up share capital of the Resulting Company shall stand suitably increased consequent upon the issuance of the AIL Equity Shares in accordance with this Clause 32. Approval of this Scheme by the equity shareholders of the Resulting Company shall be deemed to be in due compliance of the provisions of Section 42 and Section 62 of the Act, and other relevant and applicable provisions of the Act and rules made thereunder for the issue and allotment of the AIL Equity Shares as on the Demerger Record Date, as provided in this Scheme.

33. ACCOUNTING TREATMENT

33.1 IN THE BOOKS OF THE DEMERGED COMPANY 1

Upon the Scheme becoming effective and with effect from the Appointed Date, the Demerged Company 1 shall account for transfer and vesting of the PEIL Undertaking in its books of accounts in accordance with the applicable Accounting Standards notified under Section 133 of the Act read with relevant rules issued thereunder, and generally accepted accounting principles in India as amended from time to time including as provided herein below:

- 33.1.1 Demerged Company 1 shall reduce the assets and liabilities pertaining to the PEIL Undertaking transferred to and vested in the Resulting Company pursuant to this Scheme at their respective carrying amounts.
- 33.1.2 The difference between the carrying amounts of assets and liabilities pertaining to the PEIL Undertaking demerged from the Demerged Company 1 pursuant to this Scheme, shall be adjusted against reserves.
- 33.1.3 Notwithstanding the above accounting treatment, the Board of the Demerged Company 1 are authorized to account for any of these transactions / balances in any manner whatsoever, as may be deemed fit, in accordance with applicable Accounting Standards notified under Section 133 of the Act read with relevant rules issued thereunder, and generally accepted accounting principles in India as amended from time to time and generally accepted accounting principles adopted in India.

33.2 IN THE BOOKS OF THE RESULTING COMPANY

Upon the Scheme becoming effective and with effect from the Appointed Date, the Resulting Company shall account for the transfer and vesting of the assets and liabilities of the PEIL Undertaking in its books of accounts as per "Pooling of Interest Method" prescribed under the Indian Accounting Standard (Ind AS) 103 - "Business Combination" notified under Section 133 of the Act read with relevant rules issued thereunder and other applicable Accounting Standards provided under the Act, specifically:

- 33.2.1 The Resulting Company shall record the assets and liabilities pertaining to the PEIL Undertaking vested in it pursuant to this Scheme at the respective book values as appearing in the books of the Demerged Company 1 as on the Appointed Date.
- 33.2.2 The identity of the reserves of the PEIL Undertaking, if any, shall be preserved and they shall appear in the financial statements of the Resulting Company in the same form and manner in which they appeared in the financial statements of the Demerged Company 1.
- 33.2.3 The Resulting Company shall credit to its share capital account, the aggregate face value of the AIL Equity Shares issued by it pursuant to Clause 32 of this Scheme.
- 33.2.4 The carrying amount of inter-corporate balances including loans, advances, amount

For Ambadi Investments Limited

M M Murugappa

Authorized Signatory.



50 For Murugappa Water Technology and Solutions Pvt Ltd

Elvin Balachandran

(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

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receivable or payable inter-se between the Demerged Company 1 and the Resulting Company pertaining to PEIL Undertaking pursuant to this Scheme, if any, appearing in the books shall stand cancelled, and there shall be no further obligations / outstanding rights in that behalf.

33.2.5 The surplus / deficit arising on the recording of the assets, liabilities and reserves as per Clause 33.2.1 and Clause 33.2.2 above after recording the issue of shares as per Clause 33.2.3 above, after making adjustments as provided in Clause 33.2.4 above, shall be transferred to Capital Reserve, in the books of the Resulting Company.

33.2.6 Notwithstanding the above accounting treatment, the Board of Directors of the Resulting Company are authorized to account for any of these transactions / balances in any manner whatsoever, as may be deemed fit, in accordance with applicable Accounting Standards notified under Section 133 of the Act read with relevant rules issued thereunder, and generally accepted accounting principles in India as amended from time to time and generally accepted accounting principles adopted in India.

34. CONDUCT OF THE DEMERGED COMPANY 1 TILL THE EFFECTIVE DATE

34.1 From the Appointed Date, the Demerged Company 1 shall be deemed to have been carrying on and shall carry on its business and activities relating to the PEIL Undertaking and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its estates, properties, rights, title, interest, authorities, contracts and investments and assets forming part of the PEIL Undertaking for and on account of and in trust for the Resulting Company.

34.2 All the profits or income accruing or arising to the Demerged Company 1 and expenditure or losses arising or incurred or suffered by the Demerged Company 1 which form part of the PEIL Undertaking, for the period commencing from the Appointed Date shall, for all purposes be treated and be deemed to be accrued as the income or profits or losses or expenditure as the case may be of the Resulting Company.

34.3 Upon the Scheme becoming effective and with effect from the Appointed Date, any of the rights, powers, authorities or privileges attached, related or forming part of the PEIL Undertaking, exercised by the Demerged Company 1 shall be deemed to have been exercised by the Demerged Company 1 for and on behalf of, and in trust for the Resulting Company. Similarly, any of the obligations, duties and commitments attached, related or forming part of the PEIL Undertaking that have been undertaken or discharged by the Demerged Company 1 shall be deemed to have been undertaken / discharged for and on behalf of the Resulting Company.

34.4 The Demerged Company 1 and the Resulting Company shall be entitled, pending sanction of the Scheme, to apply to all Appropriate Authorities concerned as are necessary under any Applicable Law for such consents, approvals and sanctions, which may be required in connection with this Scheme.

34.5 With effect from the Effective Date, the Resulting Company shall commence and carry on and shall be authorized to carry on the business undertaken in furtherance of the PEIL Undertaking which was hitherto carried on by the Demerged Company.

35. WRONG POCKET ASSETS

35.1 Subject to Clause 26.4, no part of the PEIL Undertaking shall be retained by the Demerged Company 1 after the Effective Date pursuant to the PEIL Demerger. If any part of any of the PEIL Undertaking is not transferred to the Resulting Company on the Effective Date

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M M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

A. Venkateswaran

(Authorised Signatory)



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K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

Authorised Signatory



pursuant to the PEIL Demerger, the Demerged Company 1 shall take such actions as may be reasonably required to ensure that such part of the PEIL Undertaking, as the case may be, is transferred to the Resulting Company promptly and for no further consideration. Each Company shall bear their respective costs and expenses as may be required to be incurred for giving effect to this Clause.

35.2 No part of the Remaining PEIL Business shall be transferred to the Resulting Company pursuant to the PEIL Demerger. If any part of the Remaining PEIL Business is inadvertently held by the Resulting Company after the Effective Date, the Resulting Company shall take such actions as may be reasonably required to ensure that such part of the Remaining PEIL Business is transferred back to the Demerged Company 1, promptly and for no consideration. The Resulting Company shall bear all costs and expenses as may be required to be incurred by the Demerged Company 1 or the Resulting Company for giving effect to this Clause.

35.3 If the Demerged Company 1 realizes any amounts after the Effective Date that form part of the PEIL Undertaking, it shall immediately make payment of such amounts to the Resulting Company. It is clarified that all receivables relating to the PEIL Undertaking, for the period prior to the Effective Date, but received after the Effective Date, relate to the PEIL Undertaking and shall be paid to the Resulting Company for no additional consideration. If the Resulting Company realizes any amounts after the Effective Date that pertains to the Remaining PEIL Business, the Resulting Company shall immediately pay such amounts to the Demerged Company 1.

36. MODIFICATION OR AMENDMENTS TO PART D

The Resulting Company and Demerged Company 1 (through their respective Boards) shall determine jointly whether any asset, liability, employee, legal or other proceedings form part of the PEIL Undertaking or not, on the basis of any evidence that they may deem relevant for this purpose.

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H M Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

E Venkatesh
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



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(Authorised Signatory)



**PART E – AEL DEMERGER | TRANSFER AND VESTING OF THE AEL
UNDERTAKING INTO THE RESULTING COMPANY**

37. TRANSFER AND VESTING OF AEL UNDERTAKING

Upon the Scheme becoming effective and with effect from the Appointed Date, the AEL Undertaking shall, in accordance with Section 2(19AA) of the IT Act and pursuant to Sections 230 to 232 and other applicable provisions of the Act, and pursuant to the Sanction Order, without any further act, instrument or deed, be demerged from the Demerged Company 2 and stand transferred to and vested in or be deemed to be transferred to and vested in the Resulting Company as a going concern in the manner set out below.

37.1 TRANSFER OF ASSETS

37.1.1 Without prejudice to the generality of the above, upon the Scheme becoming effective and with effect from the Appointed Date:

- (i) All the business, undertaking, activities, operations, estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances of the Demerged Company 2 forming part of the AEL Undertaking of whatsoever nature and wheresoever situate shall, under the provisions of Sections 230 to 232 of the Act and all other provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Resulting Company and shall be deemed to be transferred to and vested in the Resulting Company, as a going concern, so as to become, as and from the Appointed Date, the business, undertaking, activities, operations, estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances of the Resulting Company.
- (ii) All assets, estates, rights, title, claims, investments, interest and authorities forming part of the AEL Undertaking acquired by Demerged Company 2 after the Appointed Date and prior to the Effective Date shall also, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, stand transferred to and vested in or be deemed to have been transferred to or vested in the Resulting Company upon the coming into effect of this Scheme, without any further act, instrument or deed.

37.1.2 Without prejudice to the generality of the above, upon the Scheme becoming effective and with effect from the Appointed Date:

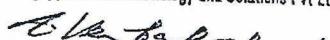
- (i) In respect of the assets of the Demerged Company 2 forming part of the AEL Undertaking that are movable in nature (including shares and marketable securities) or incorporeal property and/ or otherwise capable of transfer by manual or constructive delivery and/ or by endorsement and/or delivery, including cash and bank balances, units of mutual funds, market instruments and securities, the same shall stand transferred by the Demerged Company 2 to the Resulting Company or be deemed to be transferred by delivery or possession or by endorsement and delivery and shall become the property of the Resulting Company upon the coming into effect of the Scheme, with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, and without requiring any deed or instrument of conveyance for transfer of the same.
- (ii) In respect of such of the assets and properties belonging to the Demerged Company 2 forming part of the AEL Undertaking (other than those referred to in Clause

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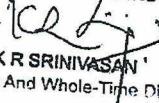
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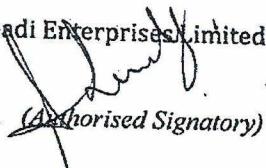


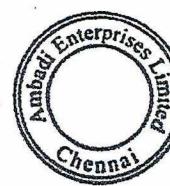
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Chairman And Whole-Time Director



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37.1.2(i) above including sundry debtors, actionable claims, receivables, bills, credits (including tax credits), loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits (with any government, quasi government, local or other authority or body or with any company or other person), the same shall stand transferred to and vested in the Resulting Company and shall be deemed to have been transferred to and vested in the Resulting Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any. The Resulting Company may, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vested in the Resulting Company and be paid or made good or held on account of the Resulting Company as the person entitled thereto.

- (iii) All assets, estate, rights, title, remedies, claims, rights of action, interest and authorities held by the Demerged Company 2, on the Appointed Date forming part of the AEL Undertaking, not otherwise specified in the above Clauses, shall also, without any further act, instrument or deed, stand transferred to and vested in or be deemed to be transferred to and vested in the Resulting Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 230-232 of the Act and all other applicable provisions of Applicable Laws.
- (iv) All immovable property, whether or not included in the books of the Demerged Company 2, whether freehold or leasehold or licensed properties (including but not limited to land, buildings, sites and immovable properties and any other document of title, rights, interest, right of way and easements in relation thereto) of the AEL Undertaking exclusively shall stand transferred to and be vested in the Resulting Company or be deemed to be transferred to and be vested in the Resulting Company automatically without any act or deed to be done or executed by the Demerged Company 2 and/or the Resulting Company. All lease or license or rent agreements pertaining exclusively to the AEL Undertaking, entered into by the Demerged Company 2 with various landlords, owners and lessors in connection with the use of the assets of the Demerged Company 2, together with security deposits, shall stand automatically transferred in favour of the Resulting Company on the same terms and conditions, subject to Applicable Law, without any further act, instrument or deed. The Resulting Company shall continue to pay rent amounts as provided for in such agreements and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreements by the Demerged Company 2. For the purpose of giving effect to the vesting order passed under Sections 230 to 232 of the Act in respect of this Scheme, the Resulting Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges and fulfill all its obligations in relation to or applicable to all such immovable properties, including mutation and/or substitution of the ownership or the title to, or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authority(ies) in favour of the Resulting Company pursuant to the Sanction Order and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act or deed to be done or executed by the Demerged Company 2 and / or the Resulting Company. It is clarified that the Resulting Company shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. For the purposes this Clause, the Boards of the Demerged Company 2 and the

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M M Murugappa

Authorized Signatory.



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E Venkateshwaran

(Authorised Signatory)



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K R Srinivasan

Chairman And Whole-Time Director



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Resulting Company may, in their absolute discretion, mutually decide the manner of giving effect to the transfer or vesting of the whole or part of the right, title and interest in all or any of the immovable properties along with any attendant formalities involved, including by way of execution of deed(s) of conveyance, assignment, transfer or rectification, in order to give effect to the objectives of the Scheme.

- (v) All Intellectual Property and rights thereto of the Demerged Company 2, whether registered or unregistered, along with all rights of commercial nature including attached goodwill, title, interest, and all other interests relating to the goods or services being dealt with by the Demerged Company 2 and forming part of the AEL Undertaking, shall be transferred to, and vest in, the Resulting Company.
- (vi) In so far as various incentives, subsidies, exemptions, remissions, reductions, export benefits, all indirect tax related benefits, including GST benefits, service tax benefits, all indirect tax related assets/ credits, including but not limited to goods and service tax input credits, service tax input credits, value added/ sales tax/ entry tax credits or set-off, income tax holiday/ benefit/ losses/ minimum alternative tax and other benefits or exemptions or privileges enjoyed, granted by any Appropriate Authority or by any other person, or availed of by the Demerged Company 2 are concerned, the same shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, without any further act or deed, in so far as they relate to the AEL Undertaking, vest with and be available to the Resulting Company on the same terms and conditions as were available with the Demerged Company 2 and as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Resulting Company, to the end and intent that the right of the Demerged Company 2 to recover or realize the same, stands transferred to the Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- (vii) With respect to the investments made by the Demerged Company 2 in shares, stocks, bonds, warrants, units of mutual funds or any other securities, shareholding interests in other companies, whether quoted or unquoted, by whatever name called, forming part of the AEL Undertaking, the same shall, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Resulting Company on the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- (viii) Any claims due to the Demerged Company 2 from its customers or otherwise and which have not been received by the Demerged Company 2 as on the date immediately preceding the Appointed Date as the case may be, in relation to or in connection with the AEL Undertaking, shall also belong to and be received by the Resulting Company.

37.1.3 For avoidance of doubt, in order to ensure the smooth transition and sales of products and inventory of the Demerged Company 2 manufactured and/or branded and/or labelled and/or packed in the name of the Demerged Company 2 prior to the Effective Date insofar as they relate to the AEL Undertaking, the Resulting Company shall have the right to own, use, market, sell, exhaust or to in any manner deal with any such products and inventory (including packing material) pertaining to the Demerged Company 2 at manufacturing locations or warehouses or elsewhere, without making any modifications whatsoever to such products and/or their branding, packing or labelling. All invoices/ payment related documents pertaining to such products and inventory may be raised in the name of the Resulting Company after the Effective Date.

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M M Murugappa
Authorized Signatory.



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L Venkatesh
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



Parry Enterprises India Limited
(Authorised Signatory)



37.1.4 Notwithstanding the fact that vesting of the AEL Undertaking occurs by virtue of this Scheme, the Resulting Company may, at any time on or after the Appointed Date, in accordance with the provisions hereof if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or arrangements with any party to any contract or arrangement to which the Demerged Company 2 is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Resulting Company shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Demerged Company 2, insofar as they relate to the AEL Undertaking, to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company 2.

37.1.5 Upon the Effective Date and with effect from the Appointed Date, in relation to assets, if any, which, under Applicable Law, require separate documents for vesting in the Resulting Company, or which the Demerged Company 2 and/or the Resulting Company and or otherwise desire to be vested separately, the Demerged Company 2 and the Resulting Company will execute such deeds, documents or such other instruments, if any, as may be mutually agreed.

37.1.6 On and from the Effective Date and thereafter, the Resulting Company shall be entitled to operate all bank accounts of the Demerged Company 2, in relation to or in connection with the AEL Undertaking, and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Demerged Company 2, in relation to or in connection with the AEL Undertaking in the name of the Resulting Company in so far as may be necessary until the transfer of rights and obligations of the AEL Undertaking to the Resulting Company under this Scheme have been formally given effect to under such contracts and transactions.

37.1.7 It is clarified that with effect from the Effective Date and till such time that the name of the bank accounts of the Demerged Company 2, in relation to or in connection with the AEL Undertaking, have been replaced with that of the Resulting Company, the Resulting Company shall be entitled to operate the bank accounts of the Demerged Company 2, in relation to or in connection with the AEL Undertaking, in the name of the Demerged Company 2 in so far as may be necessary. All cheques and other negotiable instruments, electronic fund transfers (such as NEFT, RTGS, etc.) and payment orders received or presented for encashment which are in the name of the Demerged Company 2, in relation to or in connection with the AEL Undertaking, after the Appointed Date shall be accepted by the bankers of the Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company. The Resulting Company shall be allowed to maintain bank accounts in the name of the Demerged Company 2 for such time as may be determined to be necessary by the Resulting Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Demerged Company 2, in relation to or in connection with the AEL Undertaking. It is hereby expressly clarified that any legal proceedings by or against the Demerged Company 2, in relation to or in connection with the AEL Undertaking, in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Demerged Company 2 shall be instituted, or as the case may be, continued by or against the Resulting Company after the Effective Date.

37.2 TRANSFER OF LIABILITIES

37.2.1 Upon coming into effect of this Scheme and with effect from the Appointed Date (or in case of any Demerged AEL Liability (*as defined hereinafter*) incurred on a date on or after the Appointed Date, with effect from such date), all Demerged AEL Liabilities relating to the AEL Undertaking, whether or not provided in the books of the Demerged Company 2

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M M Munugappa
Authorized Signatory.



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E Venkatesh
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



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shall without any further act, instrument or deed be and stand transferred to the Resulting Company to the extent that they are outstanding as on the Effective Date and shall thereupon become as and from the Appointed Date (or in case of any Demerged AEL Liability incurred on a date on or after the Appointed Date, with effect from such date) the debts, duties, obligations, and liabilities of the Resulting Company, along with any Encumbrance relating thereto, on the same terms and conditions as were applicable to the Demerged Company 2. The Resulting Company undertakes to meet, discharge and satisfy the same to the exclusion of the Demerged Company 2 such that the Demerged Company 2 shall in no event be responsible or liable in relation to any such Demerged AEL Liabilities.

37.2.2 The term "Demerged AEL Liabilities" shall mean:

- (i) the Liabilities of the Demerged Company 2 which exclusively arise out of the activities or operations relating to the AEL Demerged Business;
- (ii) the specific loans or borrowings (including debentures, if any) raised, incurred and utilized solely for the activities or operations in relation to the AEL Demerged Business;
- (iii) in cases other than those referred to in Clause 37.2.2(i) or Clause 37.2.2(ii) above, so much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company 2, as stand in the same proportion which the value of the assets transferred pursuant to the AEL Demerger bears to the total value of the assets of the Demerged Company 2 immediately prior to the Appointed Date.

37.2.3 In so far as the Demerged AEL Liabilities are concerned, such Demerged AEL Liabilities transferred to the Resulting Company in terms of Clause 37.2 hereof, shall, without any further act, instrument or deed, become loans and borrowings of the Resulting Company, and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in and shall be exercised by or against the Resulting Company as if it had entered into such loans and incurred such borrowings. Thus, with effect from the Effective Date, the primary obligation to redeem or repay such Demerged AEL Liabilities shall be that of the Resulting Company.

37.2.4 Where any of the Demerged AEL Liabilities has been partially or fully discharged by the Demerged Company 2 after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company, and all liabilities and obligations incurred by the Demerged Company 2 for the operations of the AEL Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been 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 stand transferred to the Resulting Company and shall become the liabilities and obligations of the Resulting Company.

37.2.5 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Company 2 alone shall be liable to perform all obligations in respect of all debts, liabilities, duties and obligations pertaining to the Remaining AEL Business and the Resulting Company shall not have any obligations in respect of the debts, liabilities, duties and obligations of the Remaining AEL Business. Further, upon the coming into effect of this Scheme and with effect from the Appointed Date, the Resulting Company alone shall be liable to perform all obligations in respect of Demerged AEL Liabilities, which have been transferred to it in terms of this Scheme, and the Demerged Company 2 shall not have any obligations in respect of such respective Demerged AEL Liabilities.

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Chairman And Whole-Time Director



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37.2.6 The provisions of this Clause and that of Clause 38 below shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue of any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and/ or superseded by the foregoing provisions.

37.2.7 It is expressly provided that, save as mentioned in this Scheme, no other term or condition of the Demerged AEL Liabilities transferred to the Resulting Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.

37.2.8 Upon the coming into effect of this Scheme, the borrowing limits of the Resulting Company in terms of Section 180(1)(c) of the Act shall be deemed increased without any further act, instrument or deed to the equivalent of the aggregate borrowings forming part of the Demerged AEL Liabilities transferred by the Demerged Company 2 to the Resulting Company pursuant to the Scheme. Such limits shall be incremental to the existing borrowing limits of the Resulting Company.

38. ENCUMBRANCES

38.1 The transfer and vesting of the assets comprised in the AEL Undertaking to and in the Resulting Company upon the coming into effect of the Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.

38.2 In so far as the existing Encumbrances in respect of the Demerged AEL Liabilities are concerned, such Encumbrances shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the AEL Undertaking to which such Demerged AEL Liability relates, which have already been Encumbered in respect of the Demerged AEL Liabilities as transferred to the Resulting Company pursuant to this Scheme, and such Encumbrances shall not relate to or attach to any of the other assets of the Resulting Company. Provided that if any of the assets comprised in the AEL Undertaking being transferred to the Resulting Company pursuant to this Scheme have not been Encumbered in respect of the Demerged AEL Liabilities, such assets shall remain unencumbered, and the existing Encumbrances referred to above shall not be extended to and shall not operate over such assets. The Scheme shall not operate to enlarge the Encumbrances, nor shall the Resulting Company be obliged to create any further or additional security after the Scheme has become effective or otherwise. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

38.3 If any Encumbrance of the Demerged Company 2 for the operations of the AEL Undertaking exists as on the Appointed Date, but has been partially or fully released thereafter by the Demerged Company 2 on or after the Appointed Date but prior to the Effective Date, such release shall be deemed to be for and on account of the Resulting Company upon the coming into effect of the Scheme and all Encumbrances incurred by the Demerged Company 2 for the operations of the AEL Undertaking on or after the Appointed Date and prior to the Effective Date shall be deemed to have been incurred for and on behalf of the Resulting Company, and such Encumbrances shall not attach to any property of the Demerged Company 2.

38.4 Subject to the other provisions of this Scheme, in so far as the assets forming part of the AEL Undertaking are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings or debentures or other debt or debt securities of the Remaining AEL Business, shall, as and from the Effective Date, without any further act, instrument or deed, stand released and discharged and shall no longer be available as

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M M Murugappa

Authorized Signatory.



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T Venkatachalam

(Authorised Signatory)



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Chairman And Whole-Time Director



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Encumbrances in relation to those liabilities of the Demerged Company 2 pertaining to the Remaining AEL Business (and which shall continue with the Demerged Company 2).

38.5 In so far as the assets of the Remaining AEL Businesses are concerned, the Encumbrances over such assets, to the extent they relate to any loans or borrowings forming part of the Demerged AEL Liabilities shall, without any further act, instrument or deed be released and discharged from such Encumbrances. The absence of any formal amendment which may be required by a bank and/ or financial institution or trustee or third party in order to effect such release shall not affect the operation of this Clause 38.5.

38.6 In so far as the existing Encumbrances in respect of the loans and other liabilities relating to the Remaining AEL Business are concerned, such Encumbrances shall, without any further act, instrument or deed be continued with the Demerged Company 2, only on the assets relating to the Remaining AEL Business and the assets forming part of the AEL Undertaking shall stand released therefrom.

38.7 In so far as the existing Encumbrances over the assets and other properties of the Resulting Company or any part thereof which relate to the liabilities and obligations of the Resulting Company prior to the Effective Date are concerned, such Encumbrance shall, without any further act, instrument or deed continue to relate to only such assets and properties and shall not extend or attach to any of the assets and properties of the AEL Undertaking transferred to and vested in the Resulting Company by virtue of the Scheme.

38.8 Without any prejudice to the provisions of the foregoing Clauses and upon coming into effect of this Scheme, the Demerged Company 2 and the Resulting Company shall enter into and execute such other deeds, instruments, documents and/ or writings and/ or do all acts and deeds as may be required from the Demerged Company 2, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.

38.9 Any reference to the Demerged Company 2 and its assets and properties in any security documents or arrangements (to which the Demerged Company 2 is a party), which relate to the AEL Undertaking, shall be construed as a reference to the Resulting Company and the assets and properties of the Demerged Company 2 shall be transferred to the Resulting Company by virtue of the Scheme. Without prejudice to the provisions of the foregoing Clauses and upon coming into effect of the Scheme, the Demerged Company 2 and the Resulting Company may enter into and execute such other deeds, instruments, documents and/ or writings and/ or do all acts and deeds as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.

39. EMPLOYEES

39.1 On the Scheme becoming effective, all AEL Transferred Employees shall be deemed to have become employees of the Resulting Company with effect from the Appointed Date or their respective joining date, whichever is later, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Resulting Company shall not be less favourable than those applicable to them with reference to their employment in the Demerged Company 2 on the Effective Date. The services of all AEL Transferred Employees with the Demerged Company 2 prior to the AEL Demerger shall be taken into account for the purposes of all benefits to which the AEL Transferred Employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits and to this effect the

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C Venkateshwaran
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



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accumulated balances, if any, standing to the credit of the AEL Transferred Employees in the existing provident fund, gratuity fund and superannuation funds nominated by the Resulting Company and/or such new provident fund, gratuity fund and superannuation fund to be established and caused to be recognized by the Appropriate Authorities, by the Resulting Company, or to the government provident fund in relation to the AEL Transferred Employees who are not eligible to become members of the provident fund maintained by the Resulting Company.

39.2 It is expressly provided that, on the Scheme becoming effective, insofar as the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff and employees of the Demerged Company 2 (including AEL Transferred Employees) are concerned (collectively referred to as the "AEL Funds"), such of the investments made in the funds and liabilities which are attributable/referable to the AEL Transferred Employees shall be transferred to the similar funds created and/or nominated by the Resulting Company and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Resulting Company, maintained as separate funds by the Resulting Company. In the event that the Resulting Company does not have its own funds in respect of any of the above, the Resulting Company may, subject to necessary approvals and permissions, continue to contribute to the AEL Funds, until such time that the Resulting Company creates its own funds, at which time the funds and the investments and contributions pertaining to the AEL Transferred Employees shall be transferred to the funds created by the Resulting Company.

39.3 Further to the transfer of the AEL Funds as set out in Clause 39.2 above, for all purposes whatsoever in relation to the administration or operation of the AEL Funds or in relation to the obligation to make contributions to the AEL Funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, all rights, duties, powers and obligations of the Demerged Company 2 in relation to the AEL Undertaking as on the Effective Date in relation to the AEL Funds shall become those of the Resulting Company. It is clarified that the services of the AEL Transferred Employees forming part of the AEL Undertaking will be treated as having been continuous for the purpose of the AEL Funds.

39.4 In relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the AEL Transferred Employees, the Resulting Company shall stand substituted for the Demerged Company 2, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such AEL Transferred Employees.

39.5 Upon the coming into effect of this Scheme, the directors or key managerial personnel of the Demerged Company 2 will not become directors or key managerial personnel of the Resulting Company merely by virtue of the provisions of this Scheme. It is clarified that this Scheme will not affect any directorship / key managerial position of a person who is already a director / key managerial personnel in the Resulting Company as of the Effective Date, if any.

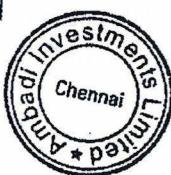
39.6 In so far as the existing benefits or funds created by the Demerged Company 2 for the employees of the Remaining AEL Business are concerned, the same shall continue and the Demerged Company 2 shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and the Resulting Company shall have no liability in respect thereof.

40. LEGAL PROCEEDINGS

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M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

S. Venkateswaran

(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



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40.1 Upon the coming into effect of this Scheme, subject to the provisions of Clause 40.2 in relation to Tax proceedings, if any suit, appeal, legal, or other proceeding of whatever nature, whether criminal or civil (including before any statutory or quasi-judicial authority or tribunal), under Applicable Law, by or against the Demerged Company 2 in relation to the AEL Undertaking is pending on the Effective Date or is instituted any time thereafter, and if such proceeding is capable of being continued by or against the Resulting Company under Applicable Law, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings shall be continued, prosecuted and enforced by or against the Resulting Company, as the case may be, after the Effective Date, in the same manner and to the same extent as it would have been continued, prosecuted and enforced by or against the Demerged Company 2, in relation to the AEL Undertaking, which forms part of the Demerged Company 2, as if this Scheme had not been made.

40.2 The provisions of this Clause 40.2 shall apply to any suit, appeal, legal or other proceeding of whatever nature, whether criminal or civil (including before any statutory or quasi-judicial authority or tribunal), under any Tax Law relating to the AEL Undertaking. Any such proceedings in relation to the AEL Undertaking and pertaining to the period prior to the Appointed Date, whether pending on the Effective Date or instituted at any time thereafter, shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but shall be continued, prosecuted and enforced by or against the Demerged Company 2. Any such Tax proceedings in relation to the AEL Undertaking and pertaining to the period on or after the Appointed Date shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, and shall be continued, prosecuted and enforced by or against the Resulting Company, as the case may be, after the Effective Date, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company 2 in relation to the AEL Undertaking as if this Scheme had not been made.

40.3 In case of any litigation, suits, recovery proceedings etc., as referred to in this Clause 40 which are the responsibility of the Resulting Company, which are to be initiated or may be initiated against the Demerged Company 2, in relation to the AEL Undertaking, the Demerged Company 2 shall defend the same in accordance with the advice of the Resulting Company and at the cost of the Resulting Company, and the Resulting Company shall reimburse and indemnify the Demerged Company 2 against all liabilities and obligations incurred by the Demerged Company 2 in respect thereof. If any proceedings are taken against the Resulting Company after the Effective Date in respect of the matters referred to in this Clause 40, which are the responsibility of the Demerged Company 2, the Resulting Company shall defend the same in accordance with the advice of the Demerged Company 2 and at the cost of the Demerged Company 2, and the Demerged Company 2 shall reimburse and indemnify the Resulting Company against all liabilities and obligations incurred by the Resulting Company in respect thereof.

40.4 The Resulting Company undertakes to have all legal or other proceedings initiated by or against the Demerged Company 2 which are the responsibility of the Resulting Company referred to in this Clause 40 transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company 2. The Demerged Company 2 undertakes to have all legal or other proceedings initiated by or against Resulting Company after the Effective Date which are the responsibility of the Demerged Company 2, referred to in this Clause 40, transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Demerged Company 2 to the exclusion of the Resulting Company. The

For Ambadi Investments Limited

M M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

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E. Venkateshwaran

(Authorised Signatory)



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K R Srinivasan

Chairman And Whole-Time Director



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Demerged Company 2 and the Resulting Company shall make relevant applications in that behalf.

41. CONTRACTS, DEEDS, ETC.

41.1 Upon coming into effect of this Scheme and subject to the other provisions of this Scheme, all contracts, deeds, bonds, schemes, insurance, letters of intent, tenders obtained or applied, bids, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature exclusively forming part of a AEL Undertaking to which the Demerged Company 2 is a party or to the benefit of which the Demerged Company 2 is eligible and which is subsisting or having effect on the Effective Date, shall without any further act or deed, continue in full force and effect against or in favour of the Resulting Company and may be enforced by or against the Resulting Company as fully and effectually as if, instead of the Demerged Company 2, the Resulting Company had been a party thereto. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 41 of the Scheme.

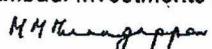
41.2 The Resulting Company may at its sole discretion enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Demerged Company 2 will, if necessary, also be party in order to give formal effect to the provisions of this Scheme. The Resulting Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Demerged Company 2 for the AEL Undertaking and to implement or carry out all formalities required to give effect to the provisions of this Scheme.

41.3 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the AEL Undertaking occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of the Scheme, in accordance with its provisions, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), instruments, confirmations or other writings or arrangements with any party to any contract or arrangement to which the Demerged Company 2 is a party, or any writings as may be necessary, in order to give formal effect to the provisions of this Scheme. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Demerged Company 2 and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company 2 to be carried out or performed.

41.4 Without prejudice to the aforesaid, it is clarified that if any assets (estate, claims, rights, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the AEL Undertaking which the Demerged Company 2 owns or to which the Demerged Company 2 is a party to, cannot be transferred to the Resulting Company for any reason whatsoever:

- (i) The Demerged Company 2 shall hold such asset or contract, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company, insofar as it is permissible so to do, till such time as their transfer is effected;
- (ii) The Demerged Company 2 and the Resulting Company shall, however, between themselves, treat each other as if that all contracts, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature in

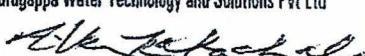
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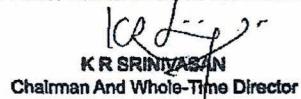
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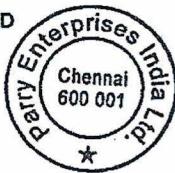
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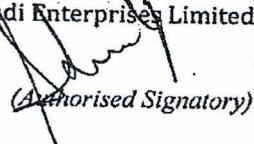
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K. R. SRINIVASAN
Chairman And Whole-Time Director



For Ambadi Enterprises Limited



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relation to the AEL Undertaking had been transferred to the Resulting Company on the Effective Date; and

(iii) The Resulting Company shall perform or assist the Demerged Company 2 in performing all of the obligations under those contracts, deeds, bonds, agreements, schemes, tenders, arrangements or other instruments of whatsoever nature, to be discharged after the Effective Date.

It is clarified that the Demerged Company 2 and the Resulting Company may enter into contracts or arrangements, as may be required to give effect to the provisions of this Clause 41.4 and such contracts or arrangements shall not be cancelled or inoperative pursuant to Clause 41.5 below.

41.5 Any inter-se contracts between the Demerged Company 2 on the one hand and the Resulting Company on the other hand in connection with the AEL Undertaking shall stand cancelled and cease to operate upon the effectiveness of this Scheme.

41.6 Notwithstanding any such mechanism or arrangement between the Demerged Company 2 and Resulting Company, the said Companies agree that the Demerged Company 2 shall with respect to the period after the Effective Date, (i) not be responsible for performance of any obligations or for any liabilities whatsoever arising from or in relation to the AEL Undertaking; and (ii) not be entitled to any rights or to receive any benefits whatsoever in relation to the AEL Undertaking. The economic, financial, technical and operational responsibility and all related costs and expenses (direct and incurred), liabilities and taxes in connection with the AEL Undertaking, shall rest and be borne entirely and exclusively by Resulting Company after the Effective Date. Resulting Company shall promptly pay, indemnify and hold harmless the Demerged Company 2 for and from any such costs and expenses, losses, damages, liabilities and taxes or requirements under the Contract(s) after the Effective Date if arising pursuant to the arrangement between the Demerged Company 2 and Resulting Company under this Clause 41.6.

42. PERMITS, CONSENTS AND LICENSES

42.1 All the licenses, permits, permissions, consents, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, allotments, insurance cover, clearances, authorities, privileges, affiliations, easements, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted, conferred upon, held or availed of by and all rights and benefits that have accrued to the Demerged Company 2, in relation to or in connection with the AEL Undertaking, and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents received by the Demerged Company 2, forming part of or relating to the AEL Undertaking, pursuant to the provisions of Sections 230 to 232 of the Act, shall without any further act, instrument or deed, be transferred to and vest in or be deemed to have been transferred to and vested in and be available to the Resulting Company so as to become as and from the Appointed Date, the estates, assets, licenses, permits, privileges, title, interests and authorities of the Resulting Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under Applicable Law and the concerned licensors and grantors of such approvals, clearances, permissions, etc., shall endorse, where necessary, and record, in accordance with Applicable Law, the Resulting Company on such approvals, clearances, permissions etc. so as to acknowledge and record the transfer and vesting of the AEL Undertaking in the Resulting Company and continuation of operations forming part of the AEL Undertaking in the Resulting Company without hindrance and that such approvals, clearances and permissions etc. shall remain in full force and effect in favour of or against the Resulting Company, as the case may be, the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights

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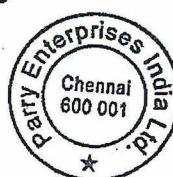
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(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

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K R SRINIVASAN
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

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(Authorised Signatory)



and benefits under the same shall be available to the Resulting Company and may be enforced as fully and effectually as if, instead of the Demerged Company 2, the Resulting Company had been a party or recipient or beneficiary or obligee thereto. The Demerged Company 2 and the Resulting Company may execute necessary documentation to give effect to the foregoing, where required.

42.2 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, pre-qualifications, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Demerged Company 2 in relation to the AEL Undertaking, including by any Appropriate Authority, including the benefits of any applications made for any of the foregoing, shall, subject to Applicable Law, stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company. The Resulting Company shall make necessary applications / file relevant forms to any Appropriate Authority as may be necessary in this behalf.

42.3 Upon this Scheme being effective, the past track record of the Demerged Company 2 relating to the AEL Undertaking, including without limitation, the profitability, experience, credentials and market share, shall be deemed to be the track record of the Resulting Company for all commercial and regulatory purposes including for the purposes of eligibility, standing, evaluation and participation of the Resulting Company in all existing and future bids, tenders and contracts of all authorities, agencies and clients.

42.4 From the Appointed Date and until the licenses, permits, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status are transferred, vested, recorded, effected, and / or perfected, in the record of the Appropriate Authority, in favour of the Resulting Company, the Resulting Company is authorized to carry on business in the name and style of the Demerged Company 2, in relation to or in connection with the AEL Undertaking, and under the relevant license and or permit and/or approval, as the case may be, and the Resulting Company shall keep a record and/or account of such transactions.

43. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the Scheme, the transfer and vesting of the AEL Undertaking into the Resulting Company under Clauses 37 to 42 above shall not affect any transaction or proceedings already concluded by the Demerged Company 2 for the AEL Undertaking until the Effective Date, to the end and intent that the Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Company 2 for the AEL Undertaking in respect thereto as acts, deeds and things made, done and executed by or on behalf of the Resulting Company.

44. TAXATION MATTERS

44.1 Notwithstanding anything to the contrary contained in this Scheme, upon effectiveness of this Scheme:

(i) the Demerged Company 2 shall be liable for any Tax payable to Appropriate Authorities under Tax Laws and shall be entitled to any refunds of Tax from Appropriate Authorities under Tax Laws, which, in each case, arise exclusively from the operation or activities of the AEL Undertaking prior to the Appointed Date, regardless of whether such payments or receipts are provided or recorded in

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M M Murugappa
Authorized Signatory.



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E. Venkateshwaran
(Authorised Signatory)



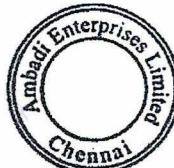
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K R Srinivasan
Chairman And Whole-Time Director



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the books of the Demerged Company 2 and whether such payments or receipts are due or realised on, before or after the Appointed Date; and

- (ii) the Resulting Company shall be liable for any Tax payable to Appropriate Authorities under Tax Laws and shall be entitled to refunds of any Tax from Appropriate Authorities under Tax Laws, which, in each case, arise from the operation or activities of the AEL 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 2 and whether such payments or receipts are due or realised on, before or after the Appointed Date.

44.2 All Liabilities under Tax Laws which relate exclusively to the activities or operations of the AEL Undertaking prior to the Appointed Date shall remain the Liabilities of the Demerged Company 2 after the Effective Date, regardless of whether such Liabilities arise on or after the Appointed Date.

44.3 Upon effectiveness of this Scheme, all Taxes paid or payable by the Demerged Company 2 in respect of the operations and/ or the profits of the AEL 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), advance tax, self-assessment tax, minimum alternate tax, or otherwise howsoever, by the Demerged Company 2 in respect of the activities or operations of the AEL 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.

44.4 Any refund of Tax paid under Tax Laws including income tax, sales tax, value added tax, service tax, GST, value added tax or any other Tax, in relation to the operation and activities of the AEL Undertaking prior to the Appointed Date shall belong to and be received by the Demerged Company 2, 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, value added tax, GST, or any other Tax, in relation to the operation and activities of the AEL 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.

44.5 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 an Appropriate Authority or availed of by the Demerged Company 2 shall, without any further act or deed, in so far as they relate to or are available for the operation and activities of the AEL 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 originally allotted and/or granted and/or sanctioned and/or allowed to the Resulting Company.

44.6 Each of the Resulting Company and the Demerged Company 2 shall be entitled to file/ revise its income-tax returns, TDS certificates, TDS returns, GST returns and other statutory returns, notwithstanding that the period for filing/ revising such returns may have lapsed and to obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Demerged Company 2 and the Resulting Company and shall have the right to claim refunds, advance Tax credits, input Tax credit, credits of all Taxes paid/ withheld, if any, as may be required consequent to implementation of this Scheme.

44.7 Any actions taken by the Demerged Company 2 to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, Tax filings, etc.) in respect

For Ambadi Investments Limited

M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

L Venkateshwaran

(Authorised Signatories)



For PARRY ENTERPRISES INDIA LIMITED

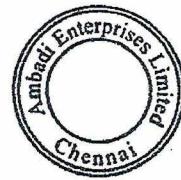
K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



of the AEL Undertaking on and from the Appointed Date up to the Effective Date shall be considered as adequate compliance by the Demerged Company 2 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.

- 44.8 Any unutilized GST credits pertaining to the AEL Undertaking shall, notwithstanding anything contained in this Clause 44, be transferred by the Demerged Company 2 to the Resulting Company in accordance with Applicable Laws. The Demerged Company 2 and Resulting Company shall take such actions as may be necessary under Applicable Law to effect such transfer. GST credits and Liability in connection with GST pertaining to the activities or operations of the AEL Undertaking between the Appointed Date and the Effective Date shall, notwithstanding anything contained in this Clause 44 be dealt with in accordance with Applicable Law.
- 44.9 If the Demerged Company 2 makes any payment to discharge any Liabilities under Tax Laws that are the responsibility of the Resulting Company under Clause 44.1(i) above, the Resulting Company shall promptly pay or reimburse the Demerged Company 2 for such payment. If the Resulting Company makes any payment to discharge any Liabilities under Tax Laws that are the responsibility of the Demerged Company 2 under Clause 44.1(i) above, the Demerged Company 2 shall promptly pay or reimburse the Resulting Company for such payment.
- 44.10 Any benefits under incentive schemes and policies relating to the AEL Undertaking shall be transferred to and vested in the Resulting Company.

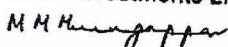
45. VALIDITY OF EXISTING RESOLUTIONS

Upon the coming into effect of the Scheme, the resolutions, if any, of the Demerged Company 2 relating to the Demerged Undertaking, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Resulting Company, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, such limits shall be added to the limits, if any, under like resolutions passed by the Resulting Company, and shall constitute the aggregate of the said limits in the Resulting Company.

46. REMAINING AEL BUSINESS

- 46.1 The Remaining AEL Business and all the assets, properties, rights, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company 2, and the Resulting Company shall have no right, claim or obligation in relation to the Remaining AEL Business of the Demerged Company 2 and nothing in this Scheme shall operate to transfer the Remaining AEL Business to the Resulting Company or to make the Resulting Company liable for any of the Demerged AEL Liabilities.
- 46.2 All legal, taxation and other proceedings of whatever nature (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company 2 with respect to the Remaining AEL Business, under any statute, whether relating to the period prior to or after the Appointed Date and whether pending on the Appointed Date or which may be instituted in future, whether or not in respect of any matter arising before the Effective Date and relating to the Remaining AEL Business, (including those relating to any property, right, power, liability, obligation or duty of the Demerged Company 2 in respect of the Remaining AEL Business and any income tax related liabilities) shall be continued and enforced by or against the Demerged Company 2, as applicable, even after the Effective Date.

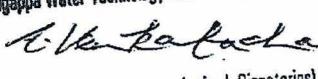
For Ambadi Investments Limited



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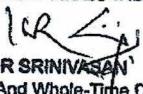


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For PARRY ENTERPRISES INDIA LIMITED


K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited


(Authorised Signatory)



46.3 On and from the Appointed Date:

- (i) the Demerged Company 2 shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining AEL Business for and on its own behalf;
- (ii) all profits accruing to the Demerged Company 2 or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining AEL Business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Demerged Company 2; and
- (iii) all assets and properties acquired by the Demerged Company 2 in relation to the Remaining AEL Business shall belong to and continue to remain vested with the Demerged Company 2.

47. CONSIDERATION FOR THE AEL DEMERGER

47.1 Upon this Scheme becoming effective and in consideration of transfer and vesting of the AEL Undertaking from the Demerged Company 2 to the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application, act or deed, issue and allot AIL Equity Shares, credited as fully paid-up, to the members of the Demerged Company 2 (except to the extent of shares held by the Resulting Company in Demerged Company 2), holding fully paid up equity shares and whose names appear in the register of members, including the register and index of beneficial owners maintained by a depository under Section 11 of the Depositories Act, 1996, of the Demerged Company 2, on the Demerger Record Date or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Demerger Record Date in the following manner:

- (i) "for every 179 (One Hundred and Seventy Nine) equity shares of face value and paid-up value of Rs. 10/- (Ten) each held in AEL, 20 (Twenty) equity shares of face value and paid-up value of Rs. 10/- (Ten) in AIL" ("AEL Demerger Share Entitlement Ratio");
- (ii) Fractional entitlements of shares, if any, will be rounded off to the next higher whole number.

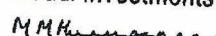
47.2 The AIL Equity Shares shall be subject to the Scheme, the memorandum and articles of association of the Resulting Company and Applicable Law and shall rank *pari passu* with the equity shares of the Resulting Company.

47.3 Without prejudice to the generality of Clause 47.1, the Demerged Company 2 and the Resulting Company shall, if and to the extent required, apply for and obtain any approvals from concerned Appropriate Authorities and undertake necessary compliance for the issuance and allotment of the AIL Equity Shares.

47.4 The AIL Equity Shares shall mandatorily be issued in dematerialized form to the shareholders of the Demerged Company 2.

47.5 The AIL Equity Shares to be issued and allotted by the Resulting Company in terms of this Scheme 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 and shall have the same rights attached to the existing equity shares of the Resulting Company.

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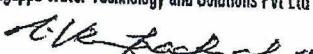


Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

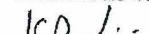
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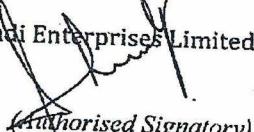
For PARRY ENTERPRISES INDIA LIMITED



Chairman And Whole-Time Director



For Ambadi Enterprises Limited



47.6 Upon the Scheme becoming effective, the issued, subscribed and paid-up share capital of the Resulting Company shall stand suitably increased consequent upon the issuance of the AIL Equity Shares in accordance with this Clause 47. Approval of this Scheme by the equity shareholders of the Resulting Company shall be deemed to be in due compliance of the provisions of Section 42 and Section 62 of the Act, and other relevant and applicable provisions of the Act and rules made thereunder for the issue and allotment of the AIL Equity Shares as on the Demerger Record Date, as provided in this Scheme.

48. ACCOUNTING TREATMENT

48.1 IN THE BOOKS OF THE DEMERGED COMPANY 2

Upon the Scheme becoming effective and with effect from the Appointed Date, the Demerged Company 2 shall account for the Scheme in their books / financial statements in accordance with the applicable Accounting Standards notified under Section 133 of the Act read with relevant rules issued thereunder, and generally accepted accounting principles in India as amended from time to time including as provided herein below:

48.1.1 Demerged Company 2 shall reduce the assets and liabilities pertaining to the AEL Undertaking transferred and vested in the Resulting Company pursuant to this Scheme at their respective carrying amounts.

48.1.2 The difference between the carrying amounts of assets and liabilities pertaining to the AEL Undertaking demerged from the Demerged Company 2 pursuant to this Scheme, shall be adjusted against reserves.

48.1.3 Notwithstanding the above accounting treatment, the Board of the Demerged Company 2 are authorized to account for any of these transactions / balances in any manner whatsoever, as may be deemed fit, in accordance with applicable Accounting Standards notified under Section 133 of the Act read with relevant rules issued thereunder, and generally accepted accounting principles in India as amended from time to time and generally accepted accounting principles adopted in India.

48.2 IN THE BOOKS OF THE RESULTING COMPANY

Upon the Scheme becoming effective and with effect from the Appointed Date, the Resulting Company shall account for the transfer and vesting of the assets and liabilities of the AEL Undertaking in its books of accounts as per "Acquisition Method" prescribed under the Indian Accounting Standard (Ind AS) 103 – "Business Combination" notified under Section 133 of the Act read with relevant rules issued thereunder and other applicable Accounting Standards provided under the Act, specifically:

48.2.1 Upon the Scheme becoming effective, the Resulting Company shall record the assets and liabilities transferred to and vested in it pertaining to the AEL Undertaking of the Demerged Company 2 pursuant to this Scheme at the fair values as on the Appointed Date.

48.2.2 The Resulting Company shall credit to its share capital account, the aggregate face value of the AIL Equity Shares issued by it to the shareholders of the Demerged Company 2 in terms of Clause 47 of this Scheme. The difference between the fair value and the face value of such AIL Equity Shares issued will be credited to the securities premium account.

48.2.3 The carrying amount of the inter-corporate balances including loans, advances, amount receivable or payable inter-se between the Demerged Company 2 and the Resulting Company pertaining to the AEL Undertaking pursuant to this Scheme, if any, appearing in the books shall stand cancelled, and there shall be no further obligations / outstanding rights

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M M Munugappa

Authorized Signatory.



68 For Murugappa Water Technology and Solutions Pvt Ltd

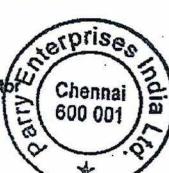
E. Venkatesulu
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



in that behalf.

48.2.4 The difference between the fair value of the AIL Equity Shares issued and recorded as per Clause 48.2.1 above and the fair value of the net assets recorded as per Clause 48.2.1 above and subject to adjustment as per Clause 48.2.3 above will be treated as goodwill or capital reserve as per Ind AS 103;

48.2.5 Notwithstanding the above accounting treatment, the Board of the Resulting Company are authorized to account for any of these transactions / balances in any manner whatsoever, as may be deemed fit, in accordance with applicable Accounting Standards notified under Section 133 of the Act read with relevant rules issued thereunder, and generally accepted accounting principles in India as amended from time to time and generally accepted accounting principles adopted in India.

49. CONDUCT OF THE DEMERGED COMPANY 2 TILL THE EFFECTIVE DATE

49.1 From the Appointed Date, the Demerged Company 2 shall be deemed to have been carrying on and shall carry on its business and activities relating to the AEL Undertaking and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its estates, properties, rights, title, interest, authorities, contracts and investments and assets forming part of the AEL Undertaking for and on account of and in trust for the Resulting Company.

49.2 All the profits or income accruing or arising to the Demerged Company 2 and expenditure or losses arising or incurred or suffered by the Demerged Company 2 which form part of the AEL Undertaking, for the period commencing from the Appointed Date shall, for all purposes be treated and be deemed to be accrued as the income or profits or losses or expenditure as the case may be of the Resulting Company.

49.3 Upon the Scheme becoming effective and with effect from the Appointed Date, any of the rights, powers, authorities or privileges attached, related or forming part of the AEL Undertaking, exercised by the Demerged Company 2 shall be deemed to have been exercised by the Demerged Company 2 for and on behalf of, and in trust for the Resulting Company. Similarly, any of the obligations, duties and commitments attached, related or forming part of the AEL Undertaking that have been undertaken or discharged by the Demerged Company 2 shall be deemed to have been undertaken / discharged for and on behalf of the Resulting Company.

49.4 The Demerged Company 2 and the Resulting Company shall be entitled, pending sanction of the Scheme, to apply to all Appropriate Authorities concerned as are necessary under any Applicable Law for such consents, approvals and sanctions, which may be required in connection with this Scheme.

49.5 With effect from the Effective Date, the Resulting Company shall commence and carry on and shall be authorized to carry on the business undertaken in furtherance of the AEL Undertaking which was hitherto carried on by the Demerged Company.

50. WRONG POCKET ASSETS

50.1 Subject to Clause 41.4, no part of the AEL Undertaking shall be retained by the Demerged Company 2 after the Effective Date pursuant to the AEL Demerger. If any part of the AEL Undertaking is not transferred to the Resulting Company on the Effective Date pursuant to the AEL Demerger, the Demerged Company 2 shall take such actions as may be reasonably required to ensure that such part of the AEL Undertaking, as the case may be, is transferred to the Resulting Company promptly and for no further consideration. Each company shall

For Ambadi Investments Limited

M M Karunagappan

Authorized Signatory.



69 For Murugappa Water Technology and Solutions Pvt Ltd

S. Venkateshwaran
(Authorised Signatory)



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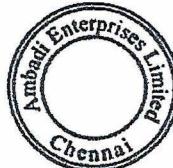
K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



bear their respective costs and expenses as may be required to be incurred for giving effect to this Clause.

50.2 No part of the Remaining AEL Business shall be transferred to the Resulting Company pursuant to the AEL Demerger. If any part of the Remaining AEL Business is inadvertently held by the Resulting Company after the Effective Date, the Resulting Company shall take such actions as may be reasonably required to ensure that such part of the Remaining AEL Business is transferred back to the Demerged Company 2, promptly and for no consideration. The Resulting Company shall bear all costs and expenses as may be required to be incurred by the Demerged Company 2 or the Resulting Company for giving effect to this Clause.

50.3 If the Demerged Company 2 realizes any amounts after the Effective Date that form part of the AEL Undertaking, it shall immediately make payment of such amounts to the Resulting Company. It is clarified that all receivables relating to the AEL Undertaking, for the period prior to the Effective Date, but received after the Effective Date, relate to the AEL Undertaking and shall be paid to the Resulting Company for no additional consideration. If the Resulting Company realizes any amounts after the Effective Date that pertains to the Remaining AEL Business, the Resulting Company shall immediately pay such amounts to the Demerged Company 2.

51. MODIFICATION OR AMENDMENTS TO PART E

The Resulting Company and Demerged Company 2 (through their respective Boards) shall determine jointly whether any asset, liability, employee, legal or other proceedings form part of the AEL Undertaking or not, on the basis of any evidence that they may deem relevant for this purpose.

For Ambadi Investments Limited

H M Munugappa

Authorized Signatory.



For Munugappa Water Technology and Solutions Pvt Ltd

E Venkateshwaran

(Authorised Signatory)



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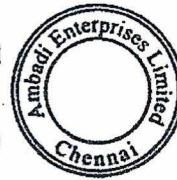
K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



PART F – AEL MERGER INTO PEIL | AMALGAMATION OF THE AMALGAMATING COMPANY 2 INTO THE AMALGAMATED COMPANY 2

52. TRANSFER AND VESTING

Upon the Scheme becoming effective and with effect from the Appointed Date, the Amalgamating Company 2, shall, pursuant to Sections 230 to 232 and other applicable provisions of the Act, if any, and in terms of Section 2(1B) of the IT Act and pursuant to the Sanction Order, without any further act, instrument or deed, stand amalgamated into the Amalgamated Company 2 and the Remaining AEL Undertaking shall be and stand transferred to and vested in or be deemed to be transferred to and vested in the Amalgamated Company 2, as a going concern without any further act, instrument, deed, matter or thing so as to become, the business, undertaking, activities, operations, assets, estate, liabilities, properties, right, title, interest and authorities of the Amalgamated Company 2 by virtue of and in the manner set out below.

53. TRANSFER OF ASSETS

53.1.1 Without prejudice to the generality of the above, upon the Scheme becoming effective and with effect from the Appointed Date:

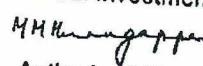
(i) All the business, undertaking, activities, operations, estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances of the Amalgamating Company 2 forming part of the Remaining AEL Undertaking of whatsoever nature and wheresoever situate shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Amalgamated Company 2 and shall be deemed to be transferred to and vested in the Amalgamated Company 2, as a going concern, so as to become, as and from the Appointed Date, the business, undertaking, activities, operations, estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances of the Amalgamated Company 2.

(ii) All assets, estates, rights, title, claims, investments, interest and authorities acquired by Amalgamating Company 2 forming part of the Remaining AEL Undertaking after the Appointed Date and prior to the Effective Date shall also, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, stand transferred to and vested in or be deemed to have been transferred to or vested in the Amalgamated Company 2 upon the coming into effect of this Scheme, without any further act, instrument or deed.

53.1.2 Without prejudice to the generality of the above, upon the Scheme becoming effective and with effect from the Appointed Date, the transfer of assets shall be as under:

(i) In respect of such of the assets and properties of the Amalgamating Company 2 forming part of the Remaining AEL Undertaking, as are movable in nature (including shares and marketable securities) or incorporeal property and/or otherwise capable of transfer by manual or constructive delivery and/or by endorsement and/or delivery, including cash and bank balances, units of mutual funds, market instruments and securities, the same shall stand so transferred by the Amalgamating Company 2 or be deemed to be transferred by delivery or possession or by endorsement and delivery upon the coming into effect of the Scheme, and shall become the assets and property of the Amalgamated Company 2 with effect from the Appointed Date pursuant to the provisions of Sections 230

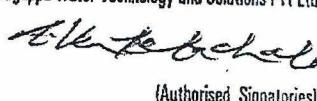
For Ambadi Investments Limited


M H Murugappa
Authorized Signatory.



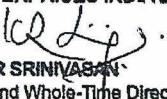
For Murugappa Water Technology and Solutions Pvt Ltd

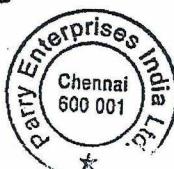
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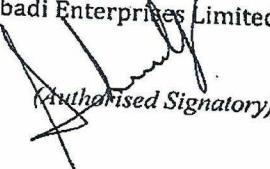


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K R Srinivasan
Chairman And Whole-Time Director



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to 232 of the Act and all other applicable provisions of Applicable Law, if any, without requiring any deed or instrument of conveyance for transfer of the same.

- (ii) In respect of such of the assets and properties belonging to the Amalgamating Company 2 forming part of the Remaining AEL Undertaking (other than those referred to in 53.1.1) including sundry debtors, actionable claims, receivables, bills, credits (including tax credits), loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits (with any government, quasi government, local or other authority or body or with any company or other person), the same shall stand transferred to and vested in the Amalgamated Company 2 and shall be deemed to have been transferred to and vested in the Amalgamated Company 2, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any. The Amalgamated Company 2 may, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such person, as the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vested in the Amalgamated Company 2 and be paid or made good or held on account of the Amalgamated Company 2 as the person entitled thereto.
- (iii) All assets, estate, rights, title, remedies, claims, rights of action, interest and authorities held by the Amalgamating Company 2 on the Appointed Date forming part of the Remaining AEL Undertaking, not otherwise specified in the above Clauses, shall also, without any further act, instrument or deed, stand transferred to and vested in or be deemed to be transferred to and vested in the Amalgamated Company 2 upon the coming into effect of this Scheme pursuant to the provisions of Sections 230-232 of the Act and all other applicable provisions of Applicable Laws.
- (iv) All immovable property, whether or not included in the books of the Amalgamating Company 2, whether freehold or leasehold or licensed properties (including but not limited to land, buildings, sites and immovable properties and any other document of title, rights, interest, right of way and easements in relation thereto) of the Remaining AEL Undertaking shall stand transferred to and be vested in the Amalgamated Company 2 or be deemed to be transferred to and be vested in the Amalgamated Company 2 automatically without any act or deed to be done or executed by the Amalgamated Company 2 and/or the Amalgamating Company 2. All lease or license or rent agreements pertaining exclusively to the Remaining AEL Undertaking, entered into by the Amalgamating Company 2 with various landlords, owners and lessors in connection with the use of the assets of the Amalgamating Company 2, together with security deposits, shall stand automatically transferred in favour of the Amalgamated Company 2 on the same terms and conditions, subject to Applicable Law, without any further act, instrument or deed. The Amalgamated Company 2 shall continue to pay rent amounts as provided for in such agreements and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreements by the Amalgamating Company 2. For the purpose of giving effect to the vesting order passed under Sections 230 to 232 of the Act in respect of this Scheme, the Amalgamated Company 2 shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges and fulfill all its obligations in relation to or applicable to all such immovable properties, including mutation and/or substitution of the ownership or the title to,

For Ambadi Investments Limited

M M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

V. K. Balachandran

(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan

Chairman And Whole-Time Director



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or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authority(ies) in favour of the Amalgamated Company 2 pursuant to the Sanction Order and upon the effectiveness of this Scheme in accordance with the terms hereof without any further act, instrument, or deed to be done or executed. It is clarified that the Amalgamated Company 2 shall be entitled to engage in such correspondence and make such representations, as may be necessary for the purposes of the aforesaid mutation and/or substitution. For the purposes of this Clause, the Boards of Amalgamating Company 2 and Amalgamated Company 2 may, in their absolute discretion, mutually decide the manner of giving effect to the transfer or vesting of the whole or part of the right, title and interest in all or any of the immovable properties along with any attendant formalities involved, including by way of execution of deed(s) of conveyance, assignment, transfer or rectification, in order to give effect to the objectives of the Scheme.

- (v) All Intellectual Property and rights thereto of Amalgamating Company 2, whether registered or unregistered, along with all rights of commercial nature including attached goodwill, title, interest, and all other interests relating to the goods or services being dealt with by the Amalgamating Company 2 forming part of the Remaining AEL Undertaking, shall be transferred to, and vest in, the Amalgamated Company 2.
- (vi) In so far as various incentives, subsidies, exemptions, remissions, reductions, export benefits, all indirect tax related benefits, including GST benefits, service tax benefits, all indirect tax related assets / credits, including but not limited to goods and service tax input credits, service tax input credits, value added / sales tax / entry tax credits or set-off, income tax holiday / benefit / losses / minimum alternative tax and other benefits or exemptions or privileges enjoyed, granted by any Appropriate Authority or by any other person, or availed of by the Amalgamating Company 2 are concerned, the same shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, without any further act or deed, in so far as they relate to the Remaining AEL Undertaking, vest with and be available to the Amalgamated Company 2 on the same terms and conditions as were available with the Amalgamating Company 2 and as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Amalgamated Company 2, to the end and intent that the right of the Amalgamating Company 2 to recover or realize the same, stands transferred to the Amalgamated Company 2 and that appropriate entries should be passed in its books to record the aforesaid changes.
- (vii) With respect to the investments made by the Amalgamating Company 2 in shares, stocks, bonds, warrants, units of mutual funds or any other securities, shareholding interests in other companies, whether quoted or unquoted, by whatever name called forming part of the Remaining AEL Undertaking, the same shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Amalgamated Company on the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- (viii) Any claims due to the Amalgamating Company 2 from their customers or otherwise and which have not been received by the Amalgamating Company 2 as on the date immediately preceding the Appointed Date as the case may be shall, in relation to or in connection with the Remaining AEL Undertaking also belong to and be received by the Amalgamated Company 2.

53.1.3 For avoidance of doubt, in order to ensure the smooth transition and sales of products and inventory of the Amalgamating Company 2 manufactured and/or branded and/or labelled

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M M Meenageppan

Authorized Signatory.



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A. K. Rafeek

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K R SRINIVASAN

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

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and/or packed in the name of the Amalgamating Company 2 prior to the Effective Date, insofar as they relate to the Remaining AEL Undertaking, the Amalgamated Company 2 shall have the right to own, use, market, sell, exhaust or to in any manner deal with any such products and inventory (including packing material) pertaining to the Amalgamating Company 2 at manufacturing locations or warehouses or elsewhere, without making any modifications whatsoever to such products and/or their branding, packing or labelling. All invoices / payment related documents pertaining to such products and inventory (including packing material) may be raised in the name of the Amalgamated Company 2 after the Effective Date.

53.1.4 Notwithstanding the fact that vesting of the Remaining AEL Undertaking occurs by virtue of this Scheme, the Amalgamated Company 2 may, at any time on or after the Appointed Date, in accordance with the provisions hereof if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, other writings or arrangements with any party to any contract or arrangement to which the Amalgamating Company 2 is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Amalgamated Company 2 shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company 2 insofar as they relate to the Remaining AEL Undertaking to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company 2.

53.1.5 On and from the Effective Date and thereafter, the Amalgamated Company 2 shall be entitled to operate all bank accounts of the Amalgamating Company 2 in relation to or in connection with the Remaining AEL Undertaking and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Amalgamating Company 2 in relation to or in connection with the Remaining AEL Undertaking in so far as may be necessary until the transfer of rights and obligations of the Remaining AEL Undertaking to the Amalgamated Company 2 under this Scheme have been formally given effect to under such contracts and transactions.

53.1.6 It is clarified that with effect from the Effective Date and till such time that the name of the bank accounts of the Amalgamating Company 2 in connection with the Remaining AEL Undertaking have been replaced with that of the Amalgamated Company 2, the Amalgamated Company 2 shall be entitled to operate the bank accounts of the Amalgamating Company 2 in relation to or in connection with the Remaining AEL Undertaking in the name of the Amalgamating Company 2 in so far as may be necessary. All cheques and other negotiable instruments, electronic fund transfers (such as NEFT, RTGS, etc.) and payment orders received or presented for encashment which are in the name of the Amalgamating Company 2 in relation to or in connection with the Remaining AEL Undertaking after the Appointed Date shall be accepted by the bankers of the Amalgamated Company 2 and credited to the account of the Amalgamated Company 2, if presented by the Amalgamated Company 2. It is hereby expressly clarified that any legal proceedings by or against the Amalgamating Company 2 in relation to or in connection with the Remaining AEL Undertaking in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Amalgamating Company 2 shall be instituted, or as the case may be, continued by or against the Amalgamated Company 2 after the Effective Date.

53.2 TRANSFER OF LIABILITIES

53.2.1 Upon coming into effect of this Scheme and with effect from the Appointed Date (or in case of any Liability incurred on a date on or after the Appointed Date, with effect from such date), all Liabilities, whether or not provided in the books of the Amalgamating Company 2 relating to the Remaining AEL Undertaking shall without any further act,

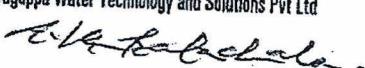
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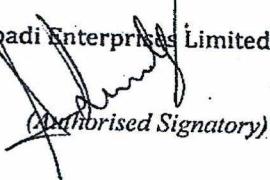
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Chairman And Whole-Time Director



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instrument or deed be and stand transferred to the Amalgamated Company 2 to the extent that they are outstanding as on the Effective Date and shall thereupon become as and from the Appointed Date (or in case of any Liability incurred on a date on or after the Appointed Date, with effect from such date) the debts, duties, obligations, and liabilities of the Amalgamated Company 2, along with any Encumbrance relating thereto, on the same terms and conditions as were applicable to the Amalgamating Company 2 and the Amalgamated Company 2 undertakes to meet, discharge and satisfy the same. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 53.2 of the Scheme.

53.2.2 Where any of the Liabilities has been partially or fully discharged by the Amalgamating Company 2 relating to the Remaining AEL Undertaking after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Amalgamated Company 2, and all liabilities and obligations incurred by the Amalgamating Company 2 relating to the Remaining AEL Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been incurred for and on behalf of the Amalgamated Company 2, and to the extent they are outstanding on the Effective Date, shall also without any further act, instrument or deed be and stand transferred to the Amalgamated Company 2 and shall become the liabilities and obligations of the Amalgamated Company 2.

53.2.3 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a liability including a contingent liability in whatever form), if any, due on the Effective Date between the Amalgamating Company 2 relating to the Remaining AEL Undertaking and the Amalgamated Company 2 shall automatically stand discharged and come to an end, and there shall be no liability in that behalf on the Amalgamating Company 2 relating to the Remaining AEL Undertaking and the Amalgamated Company 2, and the appropriate effect shall be given in the books of account and records of the Amalgamated Company 2.

53.2.4 Any reference in any security documents or arrangements (to which the Amalgamating Company 2 is a party) to Amalgamating Company 2 and its assets and properties, shall be construed as a reference to the Amalgamated Company 2 and the assets and properties of the Amalgamating Company 2 relating to the Remaining AEL Undertaking transferred to the Amalgamated Company 2 by virtue of this Scheme. Without prejudice to the foregoing provisions, the Amalgamating Company 2 may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, to give formal effect to the above provisions, if required.

53.2.5 Upon the coming into effect of this Scheme, the Amalgamated Company 2 shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.

53.2.6 It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Amalgamated Company 2 is amended by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.

53.2.7 The provisions of this Clause 53.2 and of Clause 53.3 below shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified and / or superseded by the foregoing provisions.

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M M Munugappa
Authorized Signatory.



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E. V. Subrahmanyam
(Authorised Signatory)



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K R Srinivasan
Chairman And Whole-Time Director



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53.2.8 Upon the coming into effect of this Scheme, the borrowing limits of the Amalgamated Company 2 relating to the Remaining AEL Undertaking in terms of Section 180(1)(c) of the Act shall be deemed increased without any further act, instrument or deed to the equivalent of the aggregate borrowings forming part of the Liabilities transferred by the Amalgamating Company 2 relating to the Remaining AEL Undertaking to the Amalgamated Company 2 pursuant to the Scheme. Such limits shall be incremental to the existing borrowing limits of the Amalgamated Company 2.

53.3 ENCUMBRANCES

53.3.1 The transfer and vesting of the assets to and in the Amalgamated Company 2 relating to the Remaining AEL Undertaking upon the coming into effect of the Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.

53.3.2 The Encumbrances, if any, existing prior to the Effective Date over the assets of the Amalgamating Company 2 insofar as they concern the Remaining AEL Undertaking which secure or relate to the Liabilities of the Amalgamating Company 2 shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Amalgamated Company 2. Provided that if any of the assets of the Amalgamating Company 2 relating to the Remaining AEL Undertaking have not been Encumbered in respect of the Liabilities, such assets shall remain unencumbered, and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Amalgamated Company 2. The absence of any formal amendment which may be required by a lender or trustee, or third party shall not affect the operation of the above.

53.3.3 The existing Encumbrances over the other assets and properties of the Amalgamated Company 2 or any part thereof which relate to the liabilities and obligations of the Amalgamated Company 2 prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Amalgamating Company 2 transferred to and vested in the Amalgamated Company 2 by virtue of this Scheme.

53.3.4 If any Encumbrance of the Amalgamating Company 2 relating to the Remaining AEL Undertaking exists as on the Appointed Date but has been partially or fully released thereafter by the Amalgamating Company 2 on or after the Appointed Date but prior to the Effective Date, such release shall be deemed to be for and on account of the Amalgamated Company 2 upon the coming into effect of the Scheme.

53.3.5 Without any prejudice to the provisions of the foregoing Clauses and upon coming into effect of this Scheme, the Amalgamated Company 2 may enter into and execute such other deeds, instruments, documents and/or writings and/or do all acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.

54. EMPLOYEES

54.1 On the Scheme becoming effective, all employees of the Amalgamating Company 2 relating to the Remaining AEL Undertaking shall be deemed to have become employees of the Amalgamated Company 2 with effect from the Appointed Date or their respective joining date, whichever is later, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Amalgamated Company 2 shall not be less favourable than those applicable to them with

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Authorized Signatory.



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(Authorised Signatory)



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Chairman And Whole-Time Director



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reference to their employment in the Amalgamating Company 2 on the Effective Date. The services of all employees with the Amalgamating Company 2 relating to the Remaining AEL Undertaking prior to the AEL Amalgamation shall be taken into account for the purposes of all benefits to which the employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits and to this effect the accumulated balances, if any, standing to the credit of the employees in the existing provident fund, gratuity fund and superannuation funds nominated by the Amalgamated Company 2 and/or such new provident fund, gratuity fund and superannuation fund to be established and caused to be recognized by the Appropriate Authorities, by the Amalgamated Company 2, or to the government provident fund in relation to the employees who are not eligible to become members of the provident fund maintained by the Amalgamated Company 2.

54.2 It is expressly provided that, on the Scheme becoming effective, insofar as the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff and employees of the respective Amalgamating Companies are concerned (collectively, referred to as the "Remaining AEL Funds"), the investments made in the funds and liabilities shall be transferred to the similar funds created and/or nominated by the Amalgamated Company 2 and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Amalgamated Company 2, maintained as separate funds by the Amalgamated Company 2. In the event that the Amalgamated Company 2 does not have its own funds in respect of any of the above, the Amalgamated Company 2 may, subject to necessary approvals and permissions, continue to contribute to the Remaining AEL Funds, until such time that the Amalgamated Company 2 creates its own funds, at which time the funds and the investments and contributions pertaining to the employees of the Amalgamating Company 2, as are related to the Remaining AEL Business, shall be transferred to the funds created by the Amalgamated Company 2.

54.3 Further to the transfer of the Remaining AEL Funds as set out in Clause 54.2 above, for all purposes whatsoever in relation to the administration or operation of the Remaining AEL Funds or in relation to the obligation to make contributions to the Remaining AEL Funds in accordance with the provisions thereof, all rights, duties, powers and obligations of the Amalgamating Company 2 as on the Effective Date in relation to such funds shall become those of the Amalgamated Company 2. It is clarified that the services of the employees will be treated as having been continuous for the purpose of the Remaining AEL Funds.

54.4 In relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the employees of the Amalgamating Company 2 relating to the Remaining AEL Undertaking, the Amalgamated Company 2 shall stand substituted for the Amalgamating Company 2, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such employees.

54.5 Upon the coming into effect of this Scheme, the directors or key managerial personnel of the Amalgamating Company 2 relating to the Remaining AEL Undertaking will not become directors or key managerial personnel of the Amalgamated Company 2 merely by virtue of the provisions of this Scheme. It is clarified that this Scheme will not affect any directorship / key managerial position of a person who is already a director / key managerial personnel in the Amalgamated Company 2 as of the Effective Date, if any.

55. LEGAL PROCEEDINGS

55.1 Upon the coming into effect of this Scheme, if any suit, appeal, legal, or other proceeding of whatever nature, whether criminal or civil (including before any statutory or quasi-

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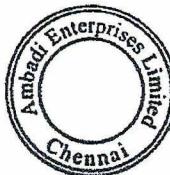
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Chairman And Whole-Time Director



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judicial authority or tribunal), under Applicable Law, by or against any of the Amalgamating Company 2 is pending on the Effective Date or is instituted any time thereafter, and if such proceedings are capable of being continued by or against the Amalgamated Company 2 under Applicable Law, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings shall be continued, prosecuted and enforced by or against the Amalgamated Company 2, as the case may be, after the Effective Date, in the same manner and to the same extent as it would have been continued, prosecuted and enforced by or against the Amalgamating Company 2, in relation to the Remaining AEL Undertaking, as if this Scheme had not been made.

55.2 The Amalgamated Company 2 undertakes to have all legal or other proceedings initiated by or against the Amalgamating Company 2, in relation to the Remaining AEL Undertaking, referred to in this Clause 55 transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Amalgamated Company 2 to the exclusion of the Amalgamating Company 2. The Amalgamated Company 2 shall make relevant applications in this connection.

56. CONTRACTS, DEEDS, ETC.

56.1 Upon coming into effect of this Scheme and subject to the other provisions of this Scheme, all contracts, deeds, bonds, schemes, insurance, letters of intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature exclusively forming part of the Remaining AEL Undertaking to which Amalgamating Company 2 is a party or to the benefit of which Amalgamating Company 2 is eligible and which is subsisting or having effect on the Effective Date, shall without any further act or deed, continue in full force and effect against or in favour of the Amalgamated Company 2 and may be enforced by or against the Amalgamated Company 2 as fully and effectually as if, instead of Amalgamating Company 2, the Amalgamated Company 2 had been a party thereto. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements, schemes, arrangements and other instruments to give effect to the provisions of this Clause 56 of the Scheme.

56.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Remaining AEL Undertaking occurs by virtue of this Scheme itself, the Amalgamated Company 2 may, at any time after the coming into effect of the Scheme, in accordance with its provisions, if so required under any Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), instruments, confirmations or other writings or arrangements with any party to any contract or arrangement to which Amalgamating Company 2 is a party, or any writings as may be necessary, in order to give formal effect to the provisions of this Scheme. The Amalgamated Company 2 shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Amalgamating Company 2 and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company 2 to be carried out or performed.

57. PERMITS, CONSENTS AND LICENSES

57.1 All the licenses, permits, permissions, consents, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, allotments, insurance cover, clearances, authorities, privileges, affiliations, easements, rehabilitation schemes, special status and other benefits or privileges enjoyed, granted, conferred upon, held or availed of by and all rights and benefits that have accrued to Amalgamating Company 2, in relation to or in connection with the Remaining AEL Undertaking, and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents received

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M M Murugappa

Authorized Signatory



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A. Venkatachalam

(Authorised Signatory)



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K R Srinivasan

Chairman And Whole-Time Director



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by Amalgamating Company 2 forming part of the Remaining AEL Undertaking shall, pursuant to the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed, be transferred to and vest in or be deemed to have been transferred to and vested in and be available to the Amalgamated Company 2 so as to become as and from the Appointed Date, the estates, assets, licenses, permits, privileges, title, interests and authorities of the Amalgamated Company 2 and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in Applicable Law and the concerned licensors and grantors of such approvals, clearances, permissions, etc., shall endorse, where necessary, and record, in accordance with Applicable Law, the Amalgamated Company 2 on such approvals, clearances, permissions etc. so as to acknowledge and record the transfer and vesting of the Remaining AEL Undertaking in the Amalgamated Company 2 and continuation of operations forming part of the Remaining AEL Undertaking in the Amalgamated Company 2 without hindrance and that such approvals, clearances and permissions etc. shall remain in full force and effect in favour of or against the Amalgamated Company 2, as the case may be, the Amalgamated Company 2 shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Amalgamated Company 2 and may be enforced as fully and effectually as if, instead of the Amalgamating Company 2, the Amalgamated Company 2 had been a party or recipient or beneficiary or obligee thereto.

57.2 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, pre-qualifications, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Amalgamating Company 2 in relation to the Remaining AEL Undertaking, including by any Appropriate Authority, including the benefits of any applications made for any of the foregoing, shall, subject to Applicable Law, stand transferred to the Amalgamated Company 2 as if the same were originally given by, issued to or executed in favour of the Amalgamated Company 2, and the Amalgamated Company 2 shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Amalgamated Company 2. The Amalgamated Company 2 and/or Amalgamating Company 2 shall make necessary applications / file relevant forms to any Appropriate Authority as may be necessary in this behalf.

57.3 Upon this Scheme being effective, the past track record of the Amalgamating Company 2 relating to the Remaining AEL Undertaking, including without limitation, the profitability, experience, credentials and market share, shall be deemed to be the track record of the Amalgamated Company 2 for all commercial and regulatory purposes including for the purposes of eligibility, standing, evaluation and participation of the Amalgamated Company 2 in all existing and future bids, tenders and contracts of all authorities, agencies and clients.

57.4 From the Appointed Date and until the licenses, permits, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status are transferred, vested, recorded, effected, and/or perfected, in the record of the Appropriate Authority, in favour of the Amalgamated Company 2, the Amalgamated Company 2 is authorized to carry on business in the name and style of the Amalgamating Company 2, in relation to or in connection with the Remaining AEL Undertaking, and under the relevant license and or permit and/or approval, as the case may be, and the Amalgamated Company 2 shall keep a record and/or account of such transactions.

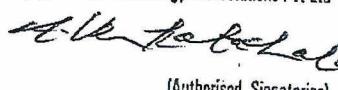
57.5 It is hereby clarified that if the consent of any third party or Appropriate Authority, if any, is required to give effect to the provisions of Clauses 57.1 to 57.4 above, the said third party or Appropriate Authority shall make and duly record the necessary substitution/endorsement in the name of the Amalgamated Company 2 pursuant to the

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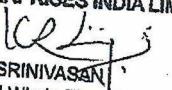


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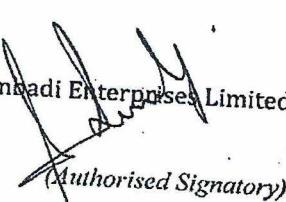

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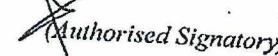


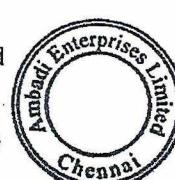
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K R SRINIVASAN
Chairman And Whole-Time Director




For Ambadi Enterprises Limited


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sanction of this Scheme, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Amalgamated Company 2 shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.

58. TAXATION MATTERS

58.1 Notwithstanding anything to the contrary contained in this Scheme, upon effectiveness of this Scheme, the Amalgamated Company 2 shall be liable for any Tax payable to Appropriate Authorities under Tax Laws and shall be entitled to refunds of any Tax from Appropriate Authorities under Tax Laws, which, in each case, arise from the operation or activities of the Amalgamating Company 2, regardless of whether such payments or receipts are provided or recorded in the books of the Amalgamating Company 2 and whether such payments or receipts are due or realised on, before or after the Appointed Date.

58.2 Upon effectiveness of this Scheme, all Taxes paid or payable by the Amalgamating Company 2 in respect of its operations and/ or the profits on and from the Appointed Date, shall be on account of the Amalgamated Company 2. Upon effectiveness of this Scheme, the payment of any Tax, whether by way of deduction at source (including foreign tax credit), advance tax, self-assessment tax, minimum alternate tax, or otherwise howsoever, by the Amalgamating Company 2 in respect of its activities or operations on and from the Appointed Date, shall be deemed to have been paid by the Amalgamated Company 2, and, shall, in all proceedings, be dealt with accordingly.

58.3 Any refund of Tax paid under Tax Laws including income tax, sales tax, value added tax, service tax, GST, value added tax or any other Tax, in relation to the operation and activities of the Amalgamating Company 2 prior to or on or after the Appointed Date shall belong to and be received by the Amalgamated Company 2, even if the prescribed time limits for claiming such refunds or credits have lapsed.

58.4 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 an Appropriate Authority or availed of by the Amalgamating Company 2 shall, without any further act or deed, on or after the Appointed Date, vest with and be available to Amalgamated Company 2 on the same terms and conditions, as if the same had been originally allotted and/or granted and/or sanctioned and/or allowed to the Amalgamated Company 2.

58.5 Each of the Amalgamating Company 2 and the Amalgamated Company 2 shall be entitled to file / revise its income-tax returns, TDS certificates, TDS returns, GST returns and other statutory returns, notwithstanding that the period for filing / revising such returns may have lapsed and to obtain TDS certificates, including TDS certificates relating to transactions between or amongst the Amalgamating Company 2 and the Amalgamated Company 2 and shall have the right to claim refunds, advance Tax credits, input Tax credit, credits of all Taxes paid/ withheld, if any, as may be required consequent to implementation of this Scheme.

58.6 Any actions taken by the Amalgamating Company 2 to comply with Tax Laws (including payment of Taxes, maintenance of records, payments, returns, Tax filings, etc.) on and from the Appointed Date up to the Effective Date shall be considered as adequate compliance by the Amalgamating Company 2 with such requirements under Tax Laws and such actions shall be deemed to constitute adequate compliance by the Amalgamated Company 2 with the relevant obligations under such Tax Laws.

For Ambadi Investments Limited

M M Munugopan

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

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Elvin Rebello

(Authorised Signatories)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



58.7 Any unutilized GST credits of the Amalgamating Company 2 shall, notwithstanding anything contained in this Clause 58, be transferred to the Amalgamated Company 2 in accordance with Applicable Laws. The Amalgamating Company 2 and Amalgamated Company 2 shall take such actions as may be necessary under Applicable Law to effect such transfer. GST credits and Liability in connection with GST pertaining to the activities or operations between the Appointed Date and the Effective Date shall, notwithstanding anything contained in this Clause 58 be dealt with in accordance with Applicable Law.

58.8 Any benefits under incentive schemes and policies relating to the Amalgamating Company 2 shall be transferred to and vested in the Amalgamated Company 2.

59. VALIDITY OF EXISTING RESOLUTIONS

59.1 Upon the coming into effect of the Scheme, the resolutions, if any, of the Amalgamating Company 2 relating to the Remaining AEL Undertaking, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Amalgamated Company 2, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, such limits shall be added to the limits, if any, under like resolutions passed by the Amalgamated Company 2, and shall constitute the aggregate of the said limits in the Amalgamated Company 2.

60. ISSUANCE OF PEIL EQUITY SHARES FOR THE AEL AMALGAMATION

60.1 Upon the effectiveness of the Scheme and in consideration of the AEL Amalgamation, including the transfer and vesting of the Remaining AEL Undertaking in the Amalgamated Company 2 pursuant to this Scheme, the Amalgamated Company 2 shall, without any further application, act or deed, issue and allot to all the equity shareholders of the Amalgamating Company 2, whose names appears in the register of members of the Amalgamating Company 2 as on the AEL Amalgamation Record Date, PEIL Equity Shares, credited as fully paid-up to the shareholders of the Amalgamating Company 2 in the following manner:

(i) "for every 1 (One) equity share of face value and paid-up value of Rs. 10/- (Ten) each held in AEL, 99 (Ninety Nine) equity shares of face value and paid-up value of Rs. 10/- (Ten) in PEIL" (the "AEL Amalgamation Share Exchange Ratio"); and

(ii) Fractional entitlements of shares, if any, will be rounded off to the next higher whole number.

60.2 Upon the Scheme becoming effective, the issued, subscribed and paid-up share capital of the Amalgamated Company 2 shall stand suitably increased consequent upon the issuance of the equity shares in accordance with this Clause 60. Approval of this Scheme by the equity shareholders of the Amalgamated Company 2 shall be deemed to be in due compliance with the provisions of Section 42 and Section 62 of the Act, and other relevant and applicable provisions of the Act and rules made thereunder for the issue and allotment of the PEIL Equity Shares, as provided in this Scheme.

60.3 Without prejudice to generality of Clause 60.1 above, the Amalgamated Company 2 shall, if and to the extent required, apply for and obtain any approvals from concerned Appropriate Authorities and undertake necessary compliance for the issuance and allotment of the PEIL Equity Shares.

For Ambadi Investments Limited

M M Munugappa

Authorized Signatory.



For Munugappa Water Technology and Solutions Pvt Ltd

E. Venkateshwaran
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

Authorised Signatory



60.4 The PEIL Equity Shares to be issued and allotted by the Amalgamated Company 2 in terms of this Scheme shall be subject to the provisions of the memorandum and articles of association of the Amalgamated Company 2 and shall rank *pari passu* in all respects and shall have the same rights attached to the existing equity shares of the Amalgamated Company 2.

60.5 The PEIL Equity Shares shall mandatorily be issued in dematerialized form to the shareholders of the Amalgamating Company 2.

61. ACCOUNTING TREATMENT IN THE BOOKS OF THE AMALGAMATED COMPANY 2 FOR AMALGAMATION OF AMALGAMATING COMPANY 2 INTO THE AMALGAMATED COMPANY 2

Upon the Scheme becoming effective and with effect from the Appointed Date, the Amalgamated Company 2 shall account for the transfer and vesting of the assets and liabilities of the Amalgamating Company 2 in its books of accounts as per "Acquisition Method" prescribed under the Indian Accounting Standard (Ind AS) 103 – "Business Combination" notified under Section 133 of the Act read with relevant rules issued thereunder and other applicable Accounting Standards provided under the Act, specifically:

61.1 Amalgamated Company 2 shall record the assets and liabilities of the Amalgamating Company 2 vested in it pursuant to the Scheme at their fair value;

61.2 The inter-company investments, loans, advances, deposits, balances unpaid dividend or other obligations between the Amalgamated Company 2 and the Amalgamating Company 2, if any appearing in the books of the Amalgamated Company 2 shall stand cancelled and there shall be no further obligation in that behalf.

61.3 The Amalgamated Company 2 shall credit to its share capital account, the aggregate face value of the PEIL Equity Shares issued by it to the shareholders of the Amalgamating Company 2 in terms of Clause 60 of this Scheme. The difference between the fair value and the face value of such PEIL Equity Shares issued will be credited to the securities premium account.

61.4 The difference between the fair value of the PEIL Equity Shares issued and recorded as per Clause 61.3 above and the fair value of the net assets recorded as per Clause 61.1 above and subject to adjustment as per Clause 61.2 above will be treated as goodwill or capital reserve as per Ind AS 103.

61.5 In case of any difference in accounting policies between the Amalgamating Company 2 and the Amalgamated Company 2, the accounting policies followed by the Amalgamated Company 2 shall prevail to ensure that the financial statements reflect the financial position on the basis of consistent accounting policies.

61.6 Notwithstanding the above accounting treatment, the Board of the Amalgamated Company 2 is authorized to account for any of these transactions / balances in any manner whatsoever, as may be deemed fit, in accordance with applicable Accounting Standards notified under Section 133 of the Act read with relevant rules issued thereunder, and generally accepted accounting principles in India as amended from time to time and generally accepted accounting principles adopted in India.

61.7 As the Amalgamating Company 2 shall stand dissolved without being wound up upon the Scheme becoming effective, there is no accounting treatment prescribed under this Scheme in the books of Amalgamating Company 2 for Part F of the Scheme.

For Ambadi Investments Limited

M M Munugappa

Authorized Signatory.



For Munugappa Water Technology and Solutions Pvt Ltd

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E. Venkateshwaran

(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

Authorised Signatory



62. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

62.1 With effect from the Appointed Date and pursuant to the AEL Amalgamation, up to and including the Effective Date, the Amalgamating Company 2 shall carry on and be deemed to have carried on all business and activities relating to the Remaining AEL Undertaking and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts, investments and strategic decisions pertaining to the Remaining AEL Undertaking for and on account of, and in trust for the Amalgamated Company 2.

62.2 All profits and income accruing or arising to the Amalgamating Company 2, and losses and expenditure arising or incurred by the Amalgamating Company 2 (including taxes, if any, accruing or paid in relation to any profits or income) which form part of the Remaining AEL Undertaking for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Amalgamated Company 2.

62.3 Any of the rights, powers, authorities or privileges exercised by the Amalgamating Company 2 in relation to the Remaining AEL Undertaking, for the period commencing from the Appointed Date shall be deemed to have been exercised by the Amalgamating Company 2 for and on behalf of, and in trust for and as an agent of the Amalgamated Company 2. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Amalgamating Company 2 in relation to the Remaining AEL Undertaking, for the period commencing from the Appointed Date, shall be deemed to have been undertaken for and on behalf of and as an agent for the Amalgamated Company 2.

62.4 All Taxes (including but not limited to advance tax, self-assessment tax, regular tax, TDS, minimum alternate tax credits, dividend distribution tax, securities transaction tax, taxes withheld / paid in a foreign country, value added tax, sales tax, service tax, goods and service tax, surcharge, cess, etc.) paid / payable by or refunded / refundable to Amalgamating Company 2 in relation to the Remaining AEL Undertaking with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds / claims, etc. as the case may be, of the Amalgamated Company 2, and any tax incentives, advantages, privileges, accumulated losses and allowance for unabsorbed depreciation as per Section 72A of the IT Act, losses brought forward and unabsorbed depreciation as per books of account, deductions otherwise admissible including payment admissible on actual payment or on deduction of appropriate taxes or on payment of TDS, such as under Sections 40, 40A, 43B, etc. of the IT Act, exemptions, credits, deductions / holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to the Amalgamating Company 2 in relation to the Remaining AEL Undertaking, shall pursuant to this Scheme becoming effective, be available to the Amalgamated Company 2, and, shall, in all proceedings, be dealt with accordingly.

62.5 Subject to the terms of the Scheme, the transfer and vesting of the Remaining AEL Undertaking as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Amalgamating Company 2 on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Amalgamated Company 2 accepts and adopts all acts, deeds and things made, done and executed by the Amalgamating Company 2 as acts, deeds and things made, done and executed by or on behalf of the Amalgamated Company 2.

63. DISSOLUTION OF AMALGAMATING COMPANY 2

For Ambadi Investments Limited

M H Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

E Venkateshwaran

(Authorized Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

Authorised Signatory

On the Effective Date, Amalgamating Company 2 shall stand dissolved without being wound-up and without any further act or deed.

For Ambadi Investments Limited

M M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

A. Venkateshwaran

(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Signature)

(Authorised Signatory)



PART G - GENERAL TERMS AND CONDITIONS**64. AMENDMENT TO CONSTITUTIONAL DOCUMENTS****64.1 Increase of Authorised Share Capital of AIL**

64.1.1 As an integral part of this Scheme, and upon this Scheme becoming effective, pursuant to the MWTSPL Amalgamation, the PEIL Demerger and the AEL Demerger, the authorised share capital of AIL shall be INR 22,25,00,000/- (Rupees Twenty Two Crore Twenty Five lakhs only) comprising 92,50,000 (Ninety Two Lakhs Fifty Thousand) equity shares having face value of INR 10 each (Rupees Ten only) and 1,30,00,000 (One Crore Thirty Lakh) redeemable preference shares having face value of INR 10 each (Rupees Ten only), without any further act, deed, resolution or writing (including payment of stamp duty and/or fees payable to the Registrar of Companies).

64.1.2 The amendments pursuant to this Clause 64.1 shall become operative on the Scheme becoming effective by virtue of the fact that the shareholders of AIL, while approving the Scheme as a whole, have approved and accorded the relevant consents as required under the Act for amendment of the memorandum and articles of association of AIL and shall not be required to pass separate resolutions under Section 61 or any other applicable provisions of the Act.

64.2 Increase of Authorised Share Capital of PEIL

64.2.1 As an integral part of this Scheme, and upon this Scheme becoming effective, pursuant to the AEL Amalgamation, the authorised share capital of PEIL shall be INR 66,00,00,000/- (Rupees Sixty Six Crores only) comprising 6,00,00,000 (Six Crores) equity shares having face value of INR 10 each (Rupees Ten only) and 60,00,000 (Sixty Lakh) redeemable preference shares having face value of INR 10 each (Rupees Ten only), without any further act, deed, resolution or writing (including payment of stamp duty and/or fees payable to the Registrar of Companies).

64.2.2 The amendments pursuant to this Clause 64.1 shall become operative on the Scheme becoming effective by virtue of the fact that the shareholders of PEIL, while approving the Scheme as a whole, have approved and accorded the relevant consents as required under the Act for amendment of the memorandum and articles of association of PEIL and shall not be required to pass separate resolutions under Section 61 or any other applicable provisions of the Act.

64.3 Change in the memorandum of association of AIL

64.3.1 Pursuant to the consolidation and increase of authorised share capital as provided in Clause 64.1 above, the authorised share capital of AIL shall, without any requirement of a further act, instrument or deed, be and stand increased such that clause V of the memorandum of association of AIL shall be altered as set out below, upon coming into effect of the Scheme and without any further act or deed:

"V. The Authorised Share Capital of the Company is Rs. 22,25,00,000/- divided into 92,50,000 equity shares of Rs. 10/- each and 1,30,00,000 redeemable preference shares of Rs. 10/- each, with the power to increase or reduce the share capital and to alter, convert, classify, divide, or sub-divide, and consolidate the same, with the power to attach thereto such rights as preferential or otherwise as may be determined from time to time."

64.3.2 With effect from the Appointed Date and upon the effectiveness of the Scheme, the memorandum of association of AIL (including the objects clause) shall stand altered and

For Ambadi Investments Limited

H M Murugappa
Authorized Signatory



85 For Murugappa Water Technology and Solutions Pvt Ltd

E. Venkateshwaran
(Authorized Signatory)



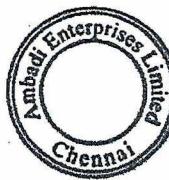
For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



amended, without any further act or deed, for the purpose of AIL carrying on the business activities of the Amalgamating Company 1 and the Demerged Companies and/or as may be required by Appropriate Authorities for this purpose.

64.3.3 The amendments pursuant to this Clause 64.3 shall become operative on the Scheme becoming effective by virtue of the fact that the shareholders of AIL, while approving the Scheme as a whole, have approved and accorded the relevant consents as required under the Act for amendment of the memorandum of association of AIL and shall not be required to pass separate resolutions under Section 13 of the Act or any other applicable provisions of the Act.

64.3.4 In accordance with Section 232(3)(i) of the Act and Applicable Law, the stamp duties and/or fees (including registration fee) paid on the authorised share capital of MWTSP will be utilized and applied to the increased authorised share capital of AIL pursuant to Clause 64.1 above and no stamp duties and/or fees would be payable for the increase in the authorised share capital of AIL to the extent of the authorised share capital of MWTSP.

64.4 Change in the memorandum of association of PEIL

64.4.1 Pursuant to the consolidation and increase of authorised share capital as provided in Clause 64.2 above, the authorised share capital of PEIL shall, without any requirement of a further act, instrument or deed, be and stand increased such that clause V of the memorandum of association of PEIL shall be altered as set out below, upon coming into effect of the Scheme and without any further act or deed:

"V. The share capital of the Company shall be Rs. 66,00,00,000/- consisting of 6,00,00,000 Equity Shares of Rs. 10/- each and 60,00,000 Preference Shares of Rs. 10/- each with the rights, privileges and conditions attached thereto as are provided by the regulations of the Company for the time being with power to increase and reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and attach thereto respectively such preferential, deferred, qualified or special regulations of the Company and to vary, modify or abrogate any such rights, privileges, or conditions in such manner as may for the time being be provided by the regulations of the company."

64.4.2 The amendments pursuant to this Clause 64.4 shall become operative on the Scheme becoming effective by virtue of the fact that the shareholders of PEIL, while approving the Scheme as a whole, have approved and accorded the relevant consents as required under the Act for amendment of the memorandum of association of PEIL and shall not be required to pass separate resolutions under Section 13 of the Act or any other applicable provisions of the Act.

64.4.3 In accordance with Section 232(3)(i) of the Act and Applicable Law, the stamp duties and/or fees (including registration fee) paid on the authorised share capital of AEL shall be utilized and applied to the increased authorised share capital of PEIL pursuant to Clause 64.2 above and no stamp duties and/or fees would be payable for the increase in the authorised share capital of PEIL to the extent of the authorised share capital of AEL.

65. CHANGE IN CAPITAL STRUCTURE

65.1 Without prejudice to the generality of this Scheme, during the period between the date of approval of the Scheme by the respective Boards and up to and including the date of allotment of shares pursuant to this Scheme, none of the Companies shall make any change in its capital structure, whether by way of increase (including by issue of equity shares on a rights basis, issue of bonus shares) or decrease, reduction, reclassification, sub-division or consolidation, re-organisation of share capital, or in any other manner which may, in any

For Ambadi Investments Limited

M M Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

E Venkatesh
(Authorized Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorized Signatory)



way, affect the issuance of shares under the Scheme, except under any of the following circumstances:

- (i) by mutual written consent of the respective Boards of AIL, MWTSP, PEIL and AEL; or
- (ii) as may be expressly permitted under this Scheme; or
- (iii) as may be required under any other scheme of arrangement entered into by any of the Companies, under Sections 230 to 232 of the Act.

65.2 In the event of any such change in share capital of the Companies before the Scheme comes into effect, the PEIL Demerger Share Entitlement Ratio, AEL Demerger Share Entitlement Ratio and/or AEL Amalgamation Share Entitlement Ratio (as the case may be) shall be appropriately adjusted to take into account the effect of such issuance or corporate actions.

66. APPLICATION TO NCLT

66.1 The Companies shall, without undue delay, jointly make all necessary applications and petitions to the NCLT for sanctioning this Scheme under Sections 230 to 232 of the Act including seeking such orders for convening and holding or alternatively, dispensing with requirements for convening and holding meetings of the shareholders and/or creditors of the Companies as may be directed by the NCLT and obtain such other approvals, as required by Applicable Law.

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

67. MODIFICATION OR AMENDMENTS TO THE SCHEME

67.1 The Companies (acting through their Boards) may, in their full and absolute discretion, jointly and as mutually agreed in writing, modify or vary this Scheme at any time prior to the Effective Date in any manner (including pursuant to any direction by any Appropriate Authority under Applicable Law), provided that any modification to or variation of the Scheme by the Companies, after receipt of sanction by the NCLT, shall be made only with the prior approval of the NCLT and/or any other Appropriate Authorities as may be required under Applicable Law.

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

67.3 In case, post approval of the Scheme by the NCLT, there is any confusion in interpreting any Clause of this Scheme, or otherwise, the Boards of the Companies shall have complete power to mutually take the most sensible interpretation so as to render the Scheme operational.

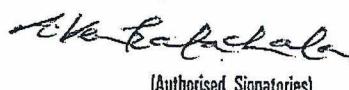
68. DIVIDENDS

For Ambadi Investments Limited

N M Murugappa
Authorized Signatory.

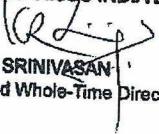


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(Authorised Signatory)

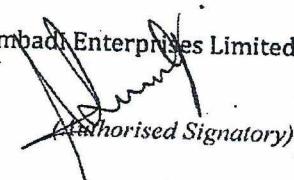


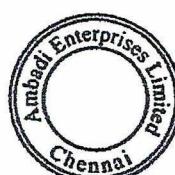
For PARRY ENTERPRISES INDIA LIMITED


K. R. SRINIVASAN
Chairman And Whole-Time Director



For Ambadi Enterprises Limited


(Authorised Signatory)



68.1 Each of the Companies shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date.

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

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

69. CONDITIONALITY OF THE SCHEME

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

- (i) the sanction or approval of the Appropriate Authorities in respect of this Scheme being obtained in respect of any of the matters in respect of which such sanction or approval is required or on expiry of any statutory time period pursuant to which such approval is deemed to have been granted;
- (ii) the approval of this Scheme by the requisite majorities of the shareholders and/or the creditors (where applicable) of the respective Companies as required under the Act and/or dispensation having been received from the NCLT in relation to convening meeting(s) for obtaining such approval from the shareholders and/or creditors (where applicable) of the respective Companies;
- (iii) the fulfilment, satisfaction or waiver (as the case may be) of any approvals from third parties mutually agreed by the Companies as being required for completion of the transactions contemplated under this Scheme;
- (iv) the Scheme being sanctioned by the NCLT, and the Sanction Order having been obtained in terms of Section 230 to Section 232 and other relevant provisions of the Act; and
- (v) the certified/authenticated copies of the Sanction Order(s) of the NCLT approving this Scheme being filed with the Registrar of Companies.

70. SEQUENCING

The Scheme shall be effective from the Appointed Date but shall be operative from the Effective Date. It is clarified that sequentially, the Scheme shall become operative Part-wise such that,

- (i) the MWTSPL Amalgamation in the manner provided in this Scheme, in particular Part C, will be the first step;
- (ii) the PEIL Demerger in the manner provided in this Scheme, in particular Part D, will be the second step;
- (iii) the AEL Demerger in the manner provided in this Scheme, in particular Part E, will be the third step;

For Ambadi Investments Limited

M M Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

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E Venkatesan
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



(iv) the AEL Amalgamation in the manner provided in this Scheme, in particular Part F, will be the last step.

and each subsequent step as identified above shall be effective and operative only upon the preceding step having become operational and effective in its entirety.

71. EFFECT OF NON-RECEIPT OF APPROVALS

71.1 In the event that the aforementioned conditions set out in Clause 69 are not satisfied (or to the extent permissible under Applicable Law, waived) on or before such date as may be agreed upon in writing between the Companies (through their respective Boards), the Companies may jointly opt to terminate this Scheme and this Scheme shall stand revoked, cancelled and be of no effect and any of the Companies, if required, may file appropriate proceedings before the NCLT in this respect.

71.2 Upon the termination of this Scheme or any of its Parts as set out in Clause 71.1, no rights and liabilities shall accrue to or be incurred by the respective Companies or their shareholders or creditors or employees or any other person. In such case, each Company shall bear its own costs and expenses or as may be otherwise mutually agreed.

71.3 Without prejudice to the generality of the aforesaid Clause, the Companies (jointly and not severally) shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by the Boards of the respective Companies prior to the Effective Date.

72. REMOVAL OF DIFFICULTIES

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

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

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

73. RESIDUAL PROVISIONS - TAXATION

73.1 The Companies shall be entitled to file/ revise its respective income tax returns, TDS certificates, TDS returns, wealth tax returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credit of tax deducted at source, dividend distribution tax credits, credit of foreign taxes paid/ withheld, excise, service tax credits, set off, sales tax, value added tax, etc., if any, as may be required consequent to implementation of this Scheme.

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

For Ambadi Investments Limited

M M Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

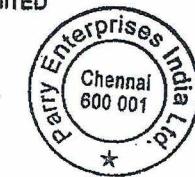
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Murugappa
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R SRINIVASAN
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

Authorised Signatory



73.3 Any Tax refund under IT Act, or other Applicable Laws or regulations dealing with taxes / duties/levies allocable or related to the business and available on various electronic forms (including Form 26AS) / registration of the relevant Amalgamating Company / Demerged Company due to the relevant Amalgamated Company / Resulting Company consequent to the assessment made on the relevant Amalgamating Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received (on various electronic forms (including Form 26AS) / registration) by the Amalgamated Company / Resulting Company.

73.4 The Companies shall be entitled to claim deduction with respect to items such as provisions, expenses, etc. (including but not limited to Section 40, 40A, 43B etc. of IT Act) disallowed in earlier years in the hands of the relevant Company, which may be allowable to the relevant Company in accordance with the provisions of the IT Act on or after the Appointed Date, and exclude items such as provisions, reversals, etc. for which no deduction or Tax benefit has been claimed by the relevant Company prior to the Appointed Date.

73.5 Obligation for deduction of tax collected at source on any payment made by or to be made by the Amalgamating Companies / Demerged Companies under the IT Act or any other Applicable Laws regulations dealing with Taxes / duties / levies shall be made or deemed to have been made and duly complied with by the relevant Amalgamated Companies / Resulting Company.

73.6 In accordance with the goods and service tax laws and rules framed thereunder as are prevalent on the Effective Date, the unutilized credits relating to goods and services tax on inputs / capital goods / input services lying in the accounts of the Amalgamated Undertakings of the Amalgamating Companies / Demerged Undertakings of the Demerged Companies shall be permitted to be transferred to the credit of the Amalgamated Companies / Resulting Company, as relevant, (including in electronic form / registration), as if all such unutilized credits were lying to the account of the Amalgamated Companies / Resulting Company. The Amalgamated Companies / Resulting Company shall accordingly be entitled to set off all such unutilized credits against the goods and services tax payable by it.

74. RESIDUAL PROVISIONS - OTHERS

74.1 The relevant Companies, shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under Applicable Law or otherwise, do all such acts or things as may be necessary to transfer/obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Companies. It is hereby clarified that if the consent or endorsement of any third party or Appropriate Authority, if any, is required to give effect to the provisions of this Clause 74.1, the said third party or Appropriate Authority shall make and duly record the necessary substitution / endorsement in the name of the Amalgamated Companies and/or Resulting Company as the case may be, pursuant to the sanction of this Scheme, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Amalgamated Companies / Resulting Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes, as and if any required.

74.2 It is hereby clarified that any actions required to be taken by the:

(i) Amalgamating Companies under the Scheme, pursuant to the Amalgamations and dissolution of the Amalgamating Companies shall be discharged by the Amalgamated Company as the successor of the Amalgamating Companies; and

For Ambadi Investments Limited

M M Munugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

E Venkateshwaran
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

[Signature]
(Authorised Signatory)



(ii) Demerged Companies under the Scheme, pursuant to the Demergers shall be discharged by the Resulting Company as the successor of the Demerged Companies.

75. SEVERABILITY

75.1 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would come into effect only if the Scheme is approved in its entirety unless specifically agreed otherwise by the respective Boards of each of the Companies.

75.2 If any part of this Scheme is found to be unworkable for any reason whatsoever, the Companies acting through their respective Boards shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part, which is invalid, ruled illegal or rejected by the NCLT or any court of competent jurisdiction, or unenforceable under present or future Applicable Laws.

76. COSTS, CHARGES & EXPENSES

Except as otherwise provided anywhere in this Scheme, AIL shall bear all costs, charges and expenses, in relation to or in connection with or incidental to this Scheme including, without limitation, stamp duty, registration charges and other transfer charges in relation to the Scheme and the matters contemplated herein.

77. BINDING EFFECT

Upon the Scheme becoming effective, the same shall be binding on the Companies, Appropriate Authority and all concerned parties without any further act, deed, or matter.

For Ambadi Investments Limited

M M Murugappa
Authorized Signatory



For Murugappa Water Technology and Solutions Pvt Ltd

T K Lakshmi
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

V
(Authorised Signatory)



SCHEDULE I

Details of Immovable Properties Forming Part of the MWTSPL Undertaking

Category	Address	Area (in Sq ft)	Land Borders for Owned Property	Own/Lease
Land	M/s. Murugappa Water Technology & Solutions Private Limited, Shed No.1A And 1B, TANSIDCO, Electrical Industrial Estate Kakkalur, Thiruvallur – 602 003, Tamil Nadu	40,054	<u>Shed No. 1A:</u> • North by: 50 ft wide TANSIDCO Road; • South by: Work shed No. 1B; • East by: Work shed No. III A and III B; • West by: 50 ft wide TANSIDCO Road.	Own
Building	M/s. Murugappa Water Technology & Solutions Private Limited, Shed No.1A And 1B, TANSIDCO, Electrical Industrial Estate Kakkalur, Thiruvallur – 602 003, Tamil Nadu	18,600	<u>Shed No.1B:</u> • North by: Work shed No. 1A; • South by: Development Plot No. 1-C; • East by: Work shed No. III C, III B and III D; • West by: 50 ft wide TANSIDCO Road.	Own

For Ambadi Investments Limited

M M Murugappa

Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

E. Venkateswaran

(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan

Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)

SCHEDULE II

Details of Immovable Properties Forming Part of the PEIL Undertaking

Category	Address	Tenure for lease Base (in months)	Term	Area (in Sq ft)	Own/ Lease
ROU Assets	Door No. 74/1291 (Old no 46/184A). Kedeparambil, 46 Division, Kochi Corporation, Ernakulam, 682 001	24	Expires on December 31, 2026	1,950	Lease
ROU Assets	Gala No. 3, No. A/9, Padmini Complex, BMC Pipeline Road, Purna Village, Bhiwandi - 421 302	36	Expires on September 30, 2026	1,625	Lease
ROU Assets	No. 713, Sector 9-10 Chowk, Village & Post-Basai, Gurgaon - 122 001	36	Expires on October 31, 2028, subject to renewal of existing agreement of lease	1,350	Lease
ROU Assets	Plot No.22, 23 and 24, House no. 4-6-32/93A, 6 Baba Nagar, Nacharam Village, Hyderabad, 500 076	24	Expires on July 31, 2027	1,800	Lease
ROU Assets	Bearing No. 45, S. No. 527/1 (part), T.S. No. 18, at Mutha Royal Nagar, Madhavaram, Chennai - 600 060	72	Expires on March 31, 2028	2,583	Lease

For Ambadi Investments Limited

M M Murugappa
Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd

E Venkateshwaran
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

(Authorised Signatory)



SCHEDULE III

Details of Immovable Properties Forming Part of the AEL Undertaking

Part A – Owned Property

Category	Address	Area in Sq ft	Land Borders for Owned Property	Own / Lease
Land	554, Udyog Vihar, Phase-V, Gurugram, Haryana – 122 016 (450 Sq. Mtr.)	4,844	<ul style="list-style-type: none"> • North by: Property No. 561; • South by: 12 meter wide road; • East by: Property No. 555; • West by: Property No. 553. 	Own
Building	554, Udyog Vihar, Phase-V, Gurugram, Haryana – 122 016	5,000		Own
Land	Plot No. 301, HSIIDC Industrial Estate, Refinery Road, Panipat, Haryana – 132 140 (1 acre)	43,560	<ul style="list-style-type: none"> • North by: Plot no. 302; • South by: Plot no. 300; 	Own
Building	Plot No. 301, HSIIDC Industrial Estate, Refinery Road, Panipat, Haryana – 132 140	55,000	<ul style="list-style-type: none"> • East by: Plot no. 314; • West by: road 15.0 m wide. 	Own
Land	Plot No. 314, HSIIDC Industrial Estate, Refinery Road, Panipat, Haryana – 132 140 (1 acre)	43,560	<ul style="list-style-type: none"> • North by: Plot no. 313; • South by: Plot no. 315; 	Own
Building	Plot No. 314, HSIIDC Industrial Estate, Refinery Road, Panipat, Haryana – 132 140	50,000	<ul style="list-style-type: none"> • East by: road 45.0 m wide; • West by: Plot no. 301. 	Own
Land	XXIX-29/1184, and 29/1185, Opposite Dharmapuri Housing Colony, Elayavoor Panchayat, Thottada, Kannur, Kerala – 670 007 (91.4 Cent)	39,810	<ul style="list-style-type: none"> • East and South by: Property owned by Sreelaxmi • North and West by: Road 	Own
Building	XXIX-29/1184, and 29/1185, Opposite Dharmapuri Housing Colony, Elayavoor Panchayat, Thottada, Kannur, Kerala – 670 007	39,810		Own

For Ambadi Investments Limited
M M Maniappan
 Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd
E Venkateshwaran
 (Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED
I C L
 K R SRINIVASAN
 Chairman And Whole-Time Director



For Ambadi Enterprises Limited
Authorised Signatory



Part B – Leasehold Property

Category	Address	Area in Sq ft	Term	Own / Lease
Land	EP VIII/374D, KINFRA Park, P.O. Eranholi, Thalasserry, Kannur, Kerala – 670 107 (0.5 Acre)	21,780	Expires on November 15, 2094	Leaschold
Building	EP VIII/374D, KINFRA Park, P.O. Eranholi, Thalasserry, Kannur, Kerala – 670 107	21,780	Expires on November 15, 2094	Leasehold
Building	66-A1, KIADB, Hebbal Industrial Area, Hootagalli Village, Mysore, Karnataka – 570 018 Ground 1395 Sq. Mtr. Utility Area - 740 Sq. Mtr.	15,016	Expires on November 15, 2031	Leasehold

For Ambadi Investments Limited

A M Murugappa
Authorized Signatory



For Murugappa Water Technology and Solutions Pvt Ltd

E. Va. K. Balachandran
(Authorised Signatory)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director



For Ambadi Enterprises Limited

A. M. Murugappa
(Authorised Signatory)

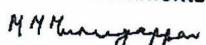


SCHEDULE IV

Details of Intellectual Properties Forming Part of the AEL Undertaking

S. No.	Trademark	Class Number (Trademark Registration Number)
1.	Ambadi Name 	Class 24 (4002114) & 27 (4002115)
2.	Ambadi Logo 	Class 24 (4002112) & 27 (4002113)

For Ambadi Investments Limited



Authorized Signatory.



For Murugappa Water Technology and Solutions Pvt Ltd



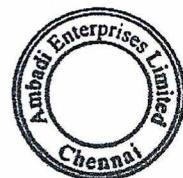
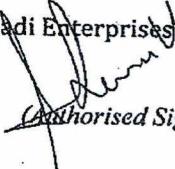
(Authorised Signatories)



For PARRY ENTERPRISES INDIA LIMITED

K R Srinivasan
Chairman And Whole-Time Director

For Ambadi Enterprises Limited



MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED

(previously known as Murugappa Organo Water Solutions Private Limited)

PROVISIONAL BALANCE SHEET AS AT SEPTEMBER, 2025

(All amounts are in lakhs except otherwise stated)

Particulars	Note	As At September 30, 2025 (Provisional)	As At September 30, 2024 (Unaudited)	As at March 31, 2025 (Audited)
ASSETS				
NonCurrent Assets				
Property, Plant and Equipment	4a	696.03	239.18	562.63
ROU Asset	4b	98.92	-	106.62
Capital WIP	4c	-	37.39	-
Intangible assets	4d	1.31	6.39	3.86
Financial Assets				
(a) Other Financial Asset	5	4.11	1.52	2.91
Other Non Current Asset	6	3.47	0.83	2.46
Deferred Tax Asset (Net)	7	102.49	120.76	172.81
Total Non -Current Assets		906.34	406.07	851.29
Current Assets				
Inventories	8	438.24	367.92	306.46
Financial Assets				
(a) Trade Receivables	9	5,889.63	1,996.64	4,703.03
(b) Cash and Cash Equivalents	10a	798.94	1,022.82	1,500.54
(c) Bank balances other than (b) above	10b	230.00	243.00	930.00
(d) Other financial assets	11	329.99	257.44	214.36
Current Tax Asset (Net)	12	118.91	58.61	118.44
Other Current Assets	13	478.08	166.49	448.25
Total Current Assets		8,283.79	4,112.91	8,221.08
TOTAL ASSETS		9,190.14	4,518.98	9,072.37
EQUITY AND LIABILITIES				
Equity				
Equity Share Capital	14	20.99	20.99	20.99
Other Equity	15	1,610.64	992.11	1,403.98
Total Equity		1,631.63	1,013.10	1,424.97
Liabilities				
Non Current Liabilities				
Provisions	16	92.17	61.42	54.31
Financial Liabilities				
(a) Borrowings	17	75.00	175.00	125.00
(b) Lease Liabilities	18	78.98	-	86.83
Other Non Current Liabilities	19	33.47	33.38	38.63
Total Non Current Liabilities		279.62	269.80	304.77
Current Liabilities				
Financial Liabilities				
(a) Borrowings	20	100.00	75.00	100.00
(b) Lease Liabilities	21	16.93	-	15.73
(c) Trade Payables				
(i) Total Outstanding dues to Micro Enterprises & Small Enterprises		1,036.87	369.43	914.35
(ii) Total Outstanding dues of creditors other than Micro Enterprises & Small Enterprises	22	848.26	308.76	903.74
Provisions	23	436.19	186.77	310.08
Other Current Liabilities	24	4,840.64	2,296.12	5,098.73
Total Current Liabilities		7,278.89	3,236.08	7,342.63
TOTAL EQUITY AND LIABILITIES		9,190.14	4,518.98	9,072.37

For Murugappa Water Technology and Solutions Pvt Ltd



(Director)


MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED
 (previously known as Murugappa Organo Water Solutions Private Limited)
PROVISIONAL STATEMENT OF PROFIT AND LOSS FOR THE HALF YEAR ENDED SEPTEMBER, 2025
 (All amounts are in lakhs except otherwise stated)

Particulars	Note	Half-Year Ended September 30, 2025 (Provisional)	Half-Year Ended September 30, 2024 (Unaudited)	Year Ended March 31, 2025 (Audited)
INCOME				
Revenue from Operations	25	7,475.70	3,757.69	10,142.36
Other Income	26	64.48	55.02	99.20
Total Income		7,540.18	3,812.71	10,241.56
EXPENSES				
Cost of Materials Consumed	27	3,922.65	1,231.58	4,258.66
Contract Expenses	28	1,303.47	1,303.96	2,709.32
Employee Benefits Expense	29	950.76	618.11	1,470.58
Finance Cost	30	20.97	7.20	28.04
Depreciation and Amortisation	31	46.46	28.15	54.15
Other Expenses	32	919.54	411.31	1,184.07
Total Expenses		7,163.84	3,600.31	9,704.82
Profit / (Loss) before extraordinary items and tax		376.33	212.40	536.74
Exceptional Items		-	-	-
Profit / (Loss) Before Tax		376.33	212.40	536.74
Tax Expense				
Current Tax		92.40	3.18	12.66
Earlier Tax Adjustments		6.98	(33.32)	(52.45)
Deferred Tax		70.32	-	(85.37)
Profit / (Loss) for the year		206.63	242.54	661.90
Other Comprehensive Income				
Items that will not be reclassified into Profit or Loss				
-Remeasurement of Defined Benefit Plans		-	-	10.02
-Income tax effect		-	-	(2.52)
Total Other Comprehensive Loss for the year		-	-	7.50
Total Comprehensive Income for the year		206.63	242.54	654.40
Earnings per Share (face value of Rs.10/- per equity share):	33			
Basic (Rs.)		98.43	115.54	315.31
Diluted (Rs.)		98.43	115.54	315.31

For Murugappa Water Technology and Solutions Pvt Ltd

A. Venkatesan
 (Director)



MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED
 (previously known as Murugappa Organo Water Solutions Private Limited)
CASH FLOW STATEMENT FOR PROVISIONAL BALANCE SHEET AS AT SEPTEMBER, 2025
 (All amounts are in lakhs except otherwise stated)

Particulars	As At September 30,2025 (Provisional)	As at March 31,2025 (Audited)
A. Cash flow from operating activities		
Profit/(Loss) before tax	376.33	536.74
Adjustments:		
Depreciation and amortisation	46.46	54.15
Interest income	(47.79)	(39.07)
Provision for doubtful debts	-	-
Provision for inventory	-	-
Loss on onerous contracts	-	-
Debt written off	-	-
Assets written off	-	0.41
Provision for warranty	-	-
Provision for MSME Interest	-	-
Liabilities / provisions no longer required written back	-	-
Unrealised foreign exchange loss	-	-
Finance costs	20.97	28.04
(Profit)/loss on sale of property, plant and equipment, net	3.54	1.75
Operating cash flow before working capital changes	399.51	582.02
Decrease / Increase in Inventories	(131.78)	(102.77)
Decrease / Increase in Trade Receivables	(1,186.59)	(2,031.40)
Decrease / Increase in Loans and Advances and Other Assets	(147.46)	338.80
Decrease / Increase in Trade Payables	67.04	378.04
Decrease / Increase in Provisions	126.11	85.87
Decrease / Increase in Current Liabilities	(258.09)	2,897.71
Decrease / Increase in Other Liabilities	32.70	18.72
Cash Generated from / (Used in) Operations	(1,098.57)	2,157.00
Income Tax Refund / Paid	(104.05)	(66.31)
Net cash provided by/ (used in) by operating activities (A)	(1,202.62)	2,100.68
B. Cash flow from investing activities		
Purchase of fixed assets	(171.63)	(391.05)
Proceeds from sale of fixed assets	-	1.72
Bank Deposits	700.00	(927.00)
Interest received	47.59	38.93
Lease Deposit paid	-	(12.90)
Net cash provided by/ (used in) investing activities (B)	575.96	(1,290.30)
C. Cash flow from financing activities		
Loan availed from Bank	(50.00)	225.00
Lease Liability Repayment	(6.45)	(4.30)
Finance costs paid	(18.49)	(26.21)
Net cash provided by/ (used in) financing activities (C)	(74.94)	194.49
Net increase in cash and cash equivalents (A+B+C)	(701.59)	1,004.88
Cash and cash equivalents at the beginning of the year	1,500.54	495.66
Cash and cash equivalents at the end of the year	798.95	1,500.54

Components of cash and cash equivalents (refer note 10A)

Particulars	As At September 30,2025 (Provisional)	Year Ended March 31,2025 (Audited)
Cash on Hand	0.00	0.00
Balances with Banks		
On Current Accounts	323.94	430.54
Fixed Deposits maturing within 3 months	475.00	1,070.00
	798.95	1,500.54

For Murugappa Water Technology and Solutions Pvt Ltd



MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED
(previously known as Murugappa Organo Water Solutions Private Limited)
STATEMENT OF CHANGES IN EQUITY FOR THE HALF YEAR ENDED SEPTEMBER, 2025
(All amounts are in lakhs except otherwise stated)

A. EQUITY SHARE CAPITAL (Refer Note No.14)		Amount	Reserves and Surplus	OCI	Total
Particulars			General Reserve	Retained Earnings	Employee benefits
Balance as at March 31, 2024		20.99			
Changes in Equity Share Capital due to prior period errors		-			
Balance as at March 31, 2025		20.99			
Changes in Equity Share Capital during the year		-			
Balance As At September 30, 2025 (Provisional)		20.99			
 B. OTHER EQUITY (Refer Note No.15)					
Particulars		Securities Premium	Reserves and Surplus	OCI	Total
Balance as at March 31, 2025		1,035.07	129.41	248.21	(8.73) 1,403.96
Add: Profit/(Loss) for the year		-	-	206.63	-
Add: Other Comprehensive Income, Remeasurement of defined benefit Plans		-	-	-	-
Balance As At September 30, 2025 (Provisional)		1,035.07	129.41	454.84	(8.73) 1,610.59
 C. RESERVES AND SURPLUS (Refer Note No.16)					
Particulars		Securities Premium	Reserves and Surplus	OCI	Total
Balance as at March 31, 2024		1,035.07	129.41	(413.59)	749.56
Add: Profit/(Loss) for the year		-	-	661.90	661.90
Add: Other Comprehensive Income, Remeasurement of defined benefit Plans		-	-	(7.50)	(7.50)
Balance as at September 30, 2025		1,035.07	129.41	248.21	(8.73) 1,403.96

Material Accounting Policies**1. Corporate Information**

Murugappa Water Technology and Solutions Private Limited ("the Company") formerly known as "Murugappa Organo Water Solutions Private Limited", is primarily engaged in Design, Engineering, Supply, Erection, Operations & Maintenance of Systems for Water and Wastewater treatment equipment. The Company is a Private Limited Company incorporated and domiciled in India. The registered office of the company is located at 3rd Floor, Parry House, No. 43, Moore Street, Parrys Corner, Chennai - 600 001.

The provisional financial statement as on 30th September 2025 is yet to be approved by the Board of Directors.

2. Basis of preparation

The financial statements of the Company have been prepared in accordance with Indian Accounting Standards (Ind AS) notified under the Companies (Indian Accounting Standards) Rules, 2015 (as amended from time to time) on accrual and Going Concern Basis and presentation requirements of Division II of Schedule III to the Companies Act, 2013, (Ind AS compliant Schedule III).

These financial statements have been prepared on the historical cost basis except for certain items which are measured at fair value as required by the INDAS.

All assets and liabilities have been classified as current and non-current as per the Company's normal operating cycle and other criteria set out in the Schedule III to the Companies Act, 2013 and Ind AS 1. Based on the nature of products and services and the time between the acquisition of assets for processing and their realisation in cash and cash equivalents, the Company has ascertained its operating cycle as 12 months for the purpose of current and non-current classification of assets and liabilities. Deferred tax assets and liabilities are classified as non-current assets and liabilities.

3. Material Accounting Policies**3.1 Use of Estimates and Judgements**

The preparation of financial statements in conformity with Ind AS requires management to make judgements, estimates and assumptions considered in the reported amounts of assets and liabilities and disclosures relating to contingent liabilities at the date of the financial statements and the reported amounts of income and expenditure for the periods presented. Actual results could differ from these estimates. The estimates and underlying assumptions are reviewed on an ongoing basis. The effects of changes in accounting estimates are reflected in the financial statements in the period in which results are known and are disclosed in the financial statements.

3.2 Measurement of fair values

The company's accounting policies and disclosures require the measurement of fair values, for both financial and non-financial assets and liabilities.

The company has an established control framework with respect to the measurement of fair values, which includes overseeing all significant fair value measurements, including level 3 fair values by the management. The management regularly reviews significant unobservable inputs and valuation adjustments. If third party information, such as broker quotes or pricing services, is used to measure fair values, then the management assesses the evidence obtained from the third parties to support the conclusion that such valuations meet the requirements of Ind AS, including the level in the fair value hierarchy in which such valuations should be classified.

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When measuring the fair value of a financial asset or a financial liability, the company uses observable market data as far as possible. Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows.

- Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: inputs other than quoted prices included in level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).
- Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. The company recognises transfers between levels of the fair value hierarchy at the end of the reporting period during which the change has occurred.

3.3 Foreign Currency Translation

Functional and Presentation currency

The financial statements are presented in Indian Rupees, which is the functional currency and presentation currency of the Company. The financial statements are presented in INR and all values are rounded to the nearest lakhs, except otherwise indicated.

Foreign Currency Transactions and Balances

In preparing the financial statements of the Company, transactions in currencies other than the entity's functional currency (foreign currencies) are recognised at the rates of exchange prevailing at the dates of the transactions. Foreign-currency denominated monetary assets and liabilities are translated at the exchange rate prevailing on the balance sheet date. Exchange gains and losses arising on settlement and restatement are recognised in the statement of profit and loss. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated.

3.4 Property Plant and Equipment

Property, Plant and Equipment are stated at cost, less accumulated depreciation and impairment, if any. Costs directly attributable to the acquisition including the costs of dismantling are capitalised until the property, plant and equipment are ready for use, as intended by management. Capital work in progress is stated at cost, net of accumulated impairment loss, if any.

The initial estimate of the costs of dismantling and removing the item and restoring the site on which it is located, the obligation for which an entity incurs either when the item is acquired or as a consequence of having used the item during a particular period for purposes other than to produce inventories during that period and corresponding decommissioning Liability is recognised and measured in accordance with INDAS 37, Provisions, contingent Liabilities and Contingent Assets.

The Company depreciates property, plant and equipment over their estimated useful lives using the straight-line method as per the useful life prescribed in Schedule II to the Companies Act, 2013 retaining a residual value of 5% of the cost of the assets. The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

Type of Asset	Management Estimate of useful life	Useful Life as per Schedule III
Buildings	30 Years	30 Years
Plant and Machinery	3 - 15 Years*	15 Years
Furniture and Fittings	3-10 Years*	10 Years
Office Equipment	5 Years	5 Years
Vehicles	8 Years	8 Years
Computers	3 Years	3 Years

* Plant and Machinery are depreciated over a period of 3 to 15 years based on Technical evaluation/ advice.

* Furniture and Fittings are depreciated over a period of 3 to 10 years based on Technical evaluation/advice.

Subsequent cost/expenses related to an item of property, plant and equipment (PPE) are recognized in the carrying amount of PPE when the cost/expenses meet the recognition criteria, i.e. cost can be measured reliably and it is probable that the future benefits will flow to the Company.

An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on the disposal or retirement of an item of property, plant and equipment is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in other income/expenses of the statement of profit and loss.

3.5 Intangible Assets

Acquired Intangible Assets are measured initially at cost. After initial recognition, Intangible Assets are stated at cost less accumulated amortisation and impairment.

Intangible Assets are amortised over their economic useful life estimated at 3 years on a straight-line basis. Amortisation methods and useful lives are reviewed periodically at each financial year end.

An intangible asset is de-recognised on disposal, or when no future economic benefits are expected from use. Gains or losses arising from de-recognition of an intangible asset, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognised in 'other income/expenses' of statement of profit and loss when the asset is de-recognised.

3.6 Impairment of Non-financial assets

Impairment loss, if any, is provided to the extent the carrying amount of assets exceeds their recoverable amount. Recoverable amount is the higher of an asset's net selling price and its value in use. Carrying amounts of assets are reviewed at each balance sheet date for any indication of impairment based on internal/external factors. Value in use is the present value of estimated future cash flows expected to arise from the continuing use of an asset and from its disposal at end of its useful life. In assessing value in use, the present value is discounted using a pre-tax discount rate that reflects current market assessments of the time value of money and risks specific to the asset. Net selling price is the amount obtainable from sale of an asset in an arm's length transaction between knowledgeable, willing parties, less the costs of disposal.

3.7 Income Taxes

Taxes on income comprises of current taxes and deferred taxes. Current tax is the amount of tax payable on the taxable income for the year as determined in accordance with applicable tax rates and provisions of Income Tax Act, 1961 and other applicable tax laws.

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Current and Deferred tax are recognised in statement of profit or loss, except to the extent that it relates to items recognised in other comprehensive income or directly in equity. In this case, the current and deferred tax are also recognised in other comprehensive income or directly in equity respectively.

Deferred tax is recognized on temporary differences between the carrying amount of assets and liabilities and the corresponding tax bases used in computation of taxable profit. Deferred tax liabilities are generally recognised for all taxable temporary differences. Deferred tax assets are generally recognised for all deductible temporary differences and unused losses to the extent that it is probable that taxable profits will be available against which those deductible temporary differences and losses can be utilized. Such deferred tax assets and liabilities are not recognised if the temporary difference arises from the initial recognition of assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit.

Deferred tax liabilities and assets are measured at the tax rates that are expected to apply in the period in which the liability is settled or the asset realised, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period.

3.8 Cash and Cash Equivalents and Cash Flow Statement

Cash and Cash Equivalent in the balance sheet comprise cash at banks and on hand and short-term deposits with an original maturity of three months or less and more than 3 months, which are subject to an insignificant risk of changes in value (if any). Cash flows are reported using indirect method, whereby profit/ (loss) before tax is adjusted for the effects of transaction of non- cash nature and any deferrals or accruals of past or future cash receipts or payments for the year. In cash flow statement, cash and cash equivalents comprises cash at banks and on hand and short-term deposits with an original maturity of three months or less (if any).

3.9 Inventories

Traded goods and stores and spares are valued at lower of cost and net realisable value and is determined on weighted average cost method. Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition.

Net realisable value is the estimated selling price in the ordinary course of business less estimated cost to completion and estimated costs necessary to make the sale.

Contract inventories are contract costs incurred for a future activity on a contract and are recognised as an asset if it is probable that they would be recovered. The cost comprises of material and other expenses directly attributable to the contract.

3.10 Provisions, Contingent Liabilities and Contingent Assets

Provisions are recognised when the Company has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation and the amount can be reliably estimated. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability.

Provisions for warranties are recognized when the project is completed or product is sold or service provided to the customer. Initial recognition is based on historical experience and as agreed with the customers. The initial estimate of warranties is revised annually, if necessary.

Provisions for onerous contracts are recognised when the expected benefits to be derived by the company from a contract are lower than unavoidable costs of meeting future obligations under the contract and are measured at the present value of lower than the expected net cost of fulfilling the contract and expected cost of terminating the contract.

A disclosure for a contingent liability is made when there is a possible obligation or a present obligation that may, but will probably not, require an outflow of resources. During the year, we have made provision for Contingent liabilities based on business requirements & related transactions. A contingent asset is neither recognised nor disclosed in the financial statements.

3.11 Revenue Recognition

Revenue is recognised upon transfer of control of promised products or services to customers for an amount that reflects the consideration which the company expects to receive in exchange for those products or services.

The Company derives revenue primarily from fixed price construction contracts involve design, supply, construction, installation and erection of water and wastewater treatment equipment/facilities.

Construction contracts usually have a single performance obligation, wherein the control of goods and services are transferred progressively over the period of the contract. The Company satisfies its performance obligation upon completing the scope of the construction contract and achieving customer acceptance.

Revenue from fixed price construction contracts is recognized by applying input method based on percentage of costs incurred relative to the total budgeted costs. The percentage of completion is measured by reference to the contract costs incurred up to the end of the reporting period as a percentage of total estimated costs for each contract. Only costs that reflect work performed are included in cost incurred to date.

Operation and Maintenance Contracts involve operation and maintenance services for water treatment facilities and supply of spares. Revenue from operation and maintenance contracts are recognised as the services are provided and invoiced to the customer, as per the terms of the contract, over a period of time.

Revenue from sale of goods is recognised at the point in time. The point-in-time is determined when the control of the goods or services is transferred which is determined based on when the significant risks and rewards of ownership are transferred to the customer. Apart from this, the Company also considers its present right to payment, the legal title to the goods, the physical possession and the customer acceptance in determining the point in time where control has been transferred.

Revenue from renting of Plant and Machinery for water treatment are recognised as and when the services are provided and invoiced to the customer, as per the terms of the contract, over a period of time. Asset (Deferred Cost to fulfil the contract) has been recognised on the costs incurred towards the fulfilment of contract as per INDAS 115, and is amortised on a systematic basis that is consistent with the transfer to the customer of the goods or services to which the asset relates.

Contract assets are recognised when there is excess of revenue earned over billings on contracts. Contract assets are classified as unbilled receivables (only act of invoicing is pending) when there is unconditional right to receive cash, and only passage of time is required, as per contractual terms.

Unearned and deferred revenue ("contract liability") is recognised when there are billings in excess of revenues.

3.12 Employee Benefits

Employee Benefits include provident fund, superannuation fund, employee's state insurance scheme, gratuity fund and compensated absences.

1. Defined Contribution Plans

Contributions in respect of Employees Provident Fund and Pension Fund which are defined contribution schemes, are made to a fund administered and managed by the Government of India and are charged as

an expense based on the amount of contribution required to be made and when services are rendered by the employees.

Contributions under the superannuation plan which is a defined contribution scheme, are made to a fund administered and managed by the Life Insurance Corporation of India and are charged as an expense based on the amount of contribution required to be made and when services are rendered by the employees.

2. Defined Benefit Plans

a) Gratuity

The Company accounts for its liability towards Gratuity based on actuarial valuation made by an independent actuary as at the balance sheet date using projected unit credit method. The liability recognised in the balance sheet in respect of the gratuity plan is the present value of the defined benefit obligation at the end of the reporting period less the fair value of the plan assets.

The present value of the defined benefit obligation is determined by discounting the estimated future cash outflows by reference to market yields at the end of the reporting period on government bonds that have terms approximating to the terms of the related obligation. The net interest cost is calculated by applying the discount rate to the net balance of the defined obligation and the fair value of plan assets. This cost is included in the employee benefit expense in the statement of profit and loss. Remeasurement gains and losses arising from experience adjustments and changes in actuarial assumptions are recognised in the period in which they occur, directly in other comprehensive income. Changes in the present value of the defined benefit obligation resulting from plan amendments or curtailments are recognised immediately in the statement of profit and loss as past service cost.

3. Compensated Absences

The employees of the Company are entitled to compensated absences. The employees can carry forward a portion of the unutilised accrued compensated absence and utilise it in future periods or receive cash compensation at retirement or termination of employment. The Company records an obligation for compensated absences in the period in which the employee renders the services that increase this entitlement. The Company measures the expected cost of compensated absence based on actuarial valuation made by an independent actuary as at the balance sheet date on projected unit credit method.

The Company accounts for its liability towards compensated absence based on actuarial valuation made by an independent actuary as at the balance sheet date on projected unit credit method.

4. Other Short-term Employee Benefits

Other short-term employee benefits, including performance incentives paid for the services rendered by employees are recognised during the period when the employee renders service.

3.13 Borrowing Costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale are capitalized as part of the cost of the asset. All other borrowing costs are expensed in the period in which they occur and reported in finance costs. Borrowing costs consist of interest and other costs that an entity incurs in connection with the borrowing of funds. Borrowing cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs.

3.14 Earnings per Share (EPS)

The Company presents the basic and diluted EPS data for its equity shares. Basic EPS is computed by dividing the net profit for the year attributable to the equity shareholders of the Company by the weighted average number of equity shares outstanding during the year. Diluted EPS is computed by adjusting the net profit for the year attributable to the equity shareholders of the Company and the weighted average number of equity shares outstanding during the year for the effects of all dilutive potential equity shares.

3.15 Financial Instruments

Financial assets (other than trade receivables) and financial liabilities are recognised when the Company becomes a party to the contractual provisions of the financial asset and are measured initially at fair value adjusted for transaction costs, except for those carried at fair value through statement of profit and loss which are measured initially at fair value. Trade receivables are recognised at their transaction price as the same do not contain significant financing component. Subsequent measurement of financial assets and financial liabilities are described below

A. Classification and subsequent measurement of financial assets

For the purpose of subsequent measurement, financial assets are classified and measured based on the entity's business model for managing the financial asset and the contractual cash flow characteristics of the financial asset at:

- ✓ Amortised cost
- ✓ Fair Value Through Other Comprehensive Income (FVTOCI) or
- ✓ Fair Value Through Profit or Loss (FVTPL)

a) Financial Assets at amortised cost

A financial asset is subsequently measured at amortised cost using effective interest rate if it is held within a business model where the objective is to hold the financial assets to collect contractual cash flows and the contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding. The loss allowance at each reporting period is evaluated based on the expected credit losses for next twelve months and credit risk exposure. The Company shall also measure the loss allowance for a financial asset at an amount equal to the lifetime expected credit losses if the credit risk on that financial asset has increased significantly since initial recognition.

b) Financial Assets at Fair Value Through Other Comprehensive Income (FVTOCI)

A financial asset is subsequently measured at fair value through other comprehensive income if it is held within a business model where the objective is both collecting contractual cash flows and selling financial assets along with the contractual terms giving rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding. At initial recognition, the Company, based on its assessment, makes an irrevocable election to present in other comprehensive income the changes in the fair value of an investment in an equity instrument that is not held for trading. These elections are made on an instrument-by instrument (i.e., share-by-share) basis. If the Company decides to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, impairment gains or losses and foreign exchange gains and losses, are recognised in other comprehensive income. There is no recycling of the amounts from OCI to profit or loss, even on sale of investment. The dividends from such instruments are recognised in statement of profit and loss.

The fair value of financial assets in this category are determined by reference to active market transactions or using a valuation technique where no active market exists.

The loss allowance at each reporting period is evaluated based on the expected credit losses for next twelve months and credit risk exposure. The Company shall also measure the loss allowance for a financial asset

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at an amount equal to the lifetime expected credit losses if the credit risk on that financial asset has increased significantly since initial recognition. The loss allowance shall be recognised in other comprehensive income and shall not reduce the carrying amount of the financial asset in the balance sheet.

c) **Financial assets at Fair Value Through Profit or Loss (FVTPL)**

Financial assets at FVTPL include financial assets that are designated at FVTPL upon initial recognition and financial assets that are not measured at amortised cost or at fair value through other comprehensive income.

d) **Impairment of Trade Receivables**

The Company follows 'simplified approach' for recognition of impairment loss allowance on trade receivables which does not require the Company to track changes in credit risk. Rather, it recognises impairment loss allowance based on lifetime expected credit loss at each reporting date, right from its initial recognition.

As a practical expedient, the Company uses the provision matrix to determine impairment loss allowance on the trade receivables. The provision matrix is based on its historical observed default rates over the expected life of the trade receivables and its adjusted forward looking estimates. At every reporting date, the historical observed default rates are updated and changes in the forward-looking estimates are analysed.

ECL impairment loss allowance (or reversal) during the period is recognised as other expense in the statement of profit and loss.

e) **De-recognition of financial assets**

The company de-recognises a financial asset only when the contractual rights to the cash flows from the asset expires or it transfers the financial asset and substantially all the risks and rewards of ownership of the assets.

B. Classification and subsequent measurement of financial liabilities

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss or at amortised cost.

Financial liabilities are measured subsequently at amortised cost using the effective interest method except for derivatives and financial liabilities designated at FVTPL, which are carried subsequently at fair value with gains or losses recognised in statement of profit and loss.

De-recognition of financial liabilities

A financial liability is de-recognised when the obligation under the liability is discharged or cancelled or expires. The difference between the carrying amount of the financial liability de-recognised and the consideration paid and payable is recognised in the statement of profit and loss.

3.16 Leases

Assets taken on lease are accounted as right-of-use assets and the corresponding lease liability is accounted at the lease commencement date.

Initially the right-of-use asset is measured at cost which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred.

The lease liability is initially measured at the present value of the lease payments, discounted using the Company's incremental borrowing rate. It is remeasured when there is a change in future lease payments arising from a change in an index or a rate, or a change in the estimate of the guaranteed residual value,

or a change in the assessment of purchase, extension or termination option. When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in the statement of profit and loss if the carrying amount of the right-of-use asset has been reduced to zero.

The right-of-use asset is measured by applying cost model i.e. right-of-use asset at cost less accumulated amortisation and cumulative impairment, if any. The right-of-use asset is amortised, using the straight-line method over the period of lease, from the commencement date to the end of the lease term or useful life of the underlying asset whichever is earlier. Carrying amount of lease liability is increased by interest on lease liability and reduced by lease payments made.

Lease payments associated with following leases are recognised as expense on straight-line basis:

- (i) Low value leases; and
- (ii) Leases which are short-term.

3.17 Operating Segments

The Company has only one business segment i.e Design, engineering, supply, erection, operations and maintenance of systems for water and wastewater treatment equipment. Further, the entire operations are in India.

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4. Property, Plant and Equipment & Intangible Assets

Assets	GROSS BLOCK			DEPRECIATION BLOCK			NET BLOCK		
	As at 1 April 2025	Additions	Deletions	As at September 30, 2025 (Provisional)	As at 1 April 2025	For the year	Deletions	As at September 30, 2025 (Provisional)	As at September 30, 2025 (Provisional)
FY 2025/26									
4a) Tangible Assets									
Building	251.47	-	-	251.47	6.94	3.93	-	10.67	240.60
Computers & Printers	95.63	15.57	-	111.20	66.00	7.92	-	73.92	37.29
Furniture & Fitings	75.22	0.75	-	75.97	6.35	6.97	-	15.32	60.65
Land	29.69	-	-	29.69	-	-	-	-	29.69
Office equipments	11.45	30.29	-	41.74	4.28	3.04	-	7.32	34.42
Plant & Machinery	191.37	125.02	-	316.39	31.65	11.90	-	43.55	272.84
Vehicles	25.93	-	-	25.93	3.10	2.47	-	5.57	20.36
Total	660.56	171.63	-	832.59	118.33	38.23	-	156.56	696.03
4b) ROU Asset - Building	110.29	-	1.99	108.30	3.68	5.71	-	9.38	96.92
4c) Capital WIP	-	-	-	-	-	-	-	-	106.62
Capital Work-in-Progress - Building	-	-	-	-	-	-	-	-	-
4d) Intangible Assets									
Software	16.23	-	-	16.23	12.38	2.54	-	14.92	1.31
Grand Total	807.49	171.63	1.99	977.12	134.38	46.48	-	180.86	796.27
FY 2024/25									
Assets	GROSS BLOCK			DEPRECIATION BLOCK			NET BLOCK		
	As at 1 April 2024	Additions	Deletions	As at March 31, 2025	As at 1 April 2024	For the year	Deletions	As at March 31, 2025	As at March 31, 2024
4a) Tangible Assets									
Building	19.05	232.43	-	251.47	6.14	0.80	-	6.94	244.53
Computers & Printers	65.82	25.78	15.37	95.63	70.51	11.34	15.84	66.00	29.62
Furniture & Fitings	13.48	61.74	-	75.22	4.38	1.96	-	6.35	68.88
Land	29.89	-	-	29.89	-	-	-	-	29.89
Office equipments	95.51	2.72	0.79	114.5	3.55	1.49	0.75	4.28	7.17
Plant & Machinery	151.95	42.45	5.03	191.37	10.45	25.98	4.78	31.65	159.72
Vehicles	8.27	25.93	8.27	25.93	4.08	3.83	4.80	3.10	22.83
Sub-Total	319.97	391.05	30.05	680.06	99.10	45.40	26.18	118.33	562.63
ROU Asset - Building	-	110.29	-	110.29	-	3.68	-	3.68	106.62
Capital WIP	-	-	-	-	-	-	-	-	-
Capital Work-in-Progress - Building	-	-	-	-	-	-	-	-	-
Intangible Assets									
Software	31.30	0.00	15.06	16.23	22.37	5.07	15.06	12.98	3.86
Grand Total	351.26	656.98	180.76	807.49	121.47	54.15	41.24	134.38	673.11
Grand Total									

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Particulars	As At September 30,2025 (Provisional)	As At September 30,2024 (Unaudited)	As at March 31,2025 (Audited)
5 OTHER NON CURRENT FINANCIAL ASSETS			
Security Deposit	4.11	1.52	2.91
	4.11	1.52	2.91
6 Other Non Current Asset			
Long Term Prepaid Expenses	3.47	0.83	2.46
	3.47	0.83	2.46
7 Deferred Tax Asset (Net)	102.49	120.76	172.81
8 INVENTORIES			
Raw materials	447.74	384.05	318.52
Less: Provision for Slow moving inventory	(9.50)	(16.13)	(12.06)
	438.24	367.92	306.46
9 TRADE RECEIVABLES			
Trade Receivables -Considered good-Unsecured	5,935.01	2,065.22	4,776.65
Less: Expected Credit Loss Allowance	(45.39)	(68.58)	(73.62)
	5,889.63	1,996.64	4,703.03
10a CASH AND CASH EQUIVALENTS			
Cash on Hand	0.00	0.00	0.00
Balances with banks			
- On Current Accounts	323.94	1,022.82	430.54
- Fixed Deposits maturing within 3 months	475.00	-	1,070.00
Total Cash and Cash Equivalents	798.94	1,022.82	1,500.54
10b Bank balances other than above			
Balances with banks			
- Fixed Deposit maturing after 3 months within 1 year	230.00	243.00	930.00
	230.00	243.00	930.00
11 OTHER CURRENT FINANCIAL ASSETS			
Other Advances - Financial Asset-Considered good - Unsecured			
Rental deposits	42.16	25.26	34.81
Employee advances	15.74	10.04	6.68
Unbilled Revenue	151.58	97.25	128.63
Accrued income	119.70	123.40	43.42
Other Receivables (IT AY 16'17)	0.82	1.49	0.82
<u>Unsecured considered doubtful(in nature of security deposit)</u>			
Balances with government authorities	4.28	4.28	4.28
Less: Loss Allowance	(4.28)	(4.28)	(4.28)
	329.99	257.44	214.36
12 CURRENT TAX ASSET (NET)			
Tax recoverable (net of provision for tax)	118.91	58.61	118.44
	118.91	58.61	118.44
13 OTHER CURRENT ASSETS			
Advance paid for CAPEX	3.48	15.25	9.38
Advances to Suppliers	231.98	75.44	186.18
Short Term Prepaid Expenses	80.84	67.94	63.67
Deferred Cost to Fulfill the Contract	-	-	-
License Asset	112.56	-	137.17
Balances with Government Authorities	47.85	7.39	51.04
Other Advance	1.38	0.46	0.81
	478.08	166.49	448.25

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14. EQUITY SHARE CAPITAL

Particulars	As At September 30, 2025 (Provisional)	As At September 30, 2025 (Provisional)	As at March 31, 2025 (Audited)
AUTHORISED Share Capital 2250,000 (as at March 31, 2025: 22,50,000) equity shares of Rs. 10 each Issued, Subscribed and Paid-up 2,09,922 (as at September 30, 2025: 2,09,922) equity shares of Rs. 10 each	225.00	225.00	20.99

a) Reconciliation of the shares outstanding at the beginning and at the end of the reporting period is as under:

Particulars	As At September 30, 2025 (Provisional)		As at March 31, 2025 (Audited)	
	No. of shares	Amount	No. of shares	Amount
Equity share capital of Rs. 10 each fully paid				
Balance at the beginning of the year	2,09,922	20.99	2,09,922	20.99
Add: Shares issued under rights issue				
Balance at the end of the year	2,09,922	20.99	2,09,922	20.99

(b) Rights, Preferences and restrictions attached to equity shares

The Company has a single class of equity shares. Accordingly, all equity shares rank equally with respect to dividends and share in the Company's residual assets. The voting rights of an equity shareholder on a poll are in proportion to its share of the paid-up equity capital of the Company. Voting rights cannot be exercised in respect of shares on which call or other sums presently payable have not been paid.

On winding up of the Company, the holders of equity shares will be entitled to receive the residual assets of the Company, remaining after distribution of all preferential amounts in proportion to the number of equity shares held.

(c) Details of Shareholder holding more than 5% of equity shares in the company

Name of the shareholder	As At September 30, 2025 (Provisional)		As at March 31, 2025 (Audited)	
	No. of shares	% of holding	No. of shares	% of holding
Equity shares of Rs. 10 each paid up and held by				
Mr. M.M.Venkatachalam and Mr. A.Venkatachalam **	38,412	18.30%	38,412	18.30%
Mr. A. Alagappan and Mr. M.M.Venkatachalam **	38,295	18.24%	38,295	18.24%
Ambadi Enterprises Limited	12,510	5.96%	12,510	5.96%
Parry Agro Limited	80,783	38.48%	80,783	38.48%
Southern Energy Development Corporation Limited	39,922	19.02%	39,922	19.02%
	2,09,922	100.00%	2,09,922	100.00%

** Holding the shares on behalf of Kadaman Estate company, a partnership firm which has beneficial interest

(d) Shares reserved for issue under options and contracts or commitments for the sale of shares or disinvestment
 There are no shares reserved for issue under options and contracts/commitments for sale of shares/disinvestment as at March 31, 2026 (March 31, 2025: Nil)

(e) Aggregate number of bonus shares issued, shares issued for consideration other than cash and shares bought back during the period of five years immediately preceding the reporting date
 No bonus shares have been issued during the period of five years immediately preceding the reporting date
 No shares have been issued for consideration other than cash during the period of five years immediately preceding the reporting date
 No shares have been bought back during the period of five years immediately preceding the reporting date

(f) Details of Shareholding of Promoters

Promoter Name	As At September 30, 2025 (Provisional)			As at March 31, 2025 (Audited)		
	No. of shares	% of total shares	% change during the year	No. of shares	% of total shares	% change during the year
Mr. M.M.Venkatachalam and Mr. A.Venkatachalam **	38,412	18.30%	0.00%	38,412	18.30%	0.00%
Mr. A. Alagappan and Mr. M.M.Venkatachalam **	38,295	18.24%	0.00%	38,295	18.24%	0.00%
Ambadi Enterprises Limited	12,510	5.96%	0.00%	12,510	5.96%	0.00%
Parry Agro Industries Limited	80,783	38.48%	0.00%	80,783	38.48%	0.00%
Southern Energy Development Corporation Limited	39,922	19.02%	0.00%	39,922	19.02%	0.00%

** Holding the shares on behalf of Kadaman Estate company, a partnership firm which has beneficial interest

MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED

(formerly known as Murugappa Organo Water Solutions Private Limited)

NOTES TO PROVISIONAL FINANCIAL STATEMENTS AS AT SEPTEMBER, 2025

(All amounts are in lakhs except otherwise stated)

15. OTHER EQUITY

Particulars	As At September 30, 2025 (Provisional)	As At September 30, 2024 (Unaudited)	As at March 31, 2025 (Audited)
Securities Premium			
Opening balance	1,035.07	1,035.07	1,035.07
Changes during the year	-	-	-
Closing balance	1,035.07	1,035.07	1,035.07
General Reserve			
Opening balance	129.41	129.41	129.41
Changes during the year	-	-	-
Closing balance	129.41	129.41	129.41
Retained Earnings			
Opening balance	240.75	(413.67)	(413.67)
Profit/(Loss) during the year	206.63	242.53	661.90
Closing balance	447.39	(171.14)	248.23
Other comprehensive income			
Opening balance	(1.23)	(1.23)	(1.23)
Remeasurement of defined benefit plans (net of tax)	-	-	(7.50)
Closing balance	(1.23)	(1.23)	(8.73)
Total - Other Equity	1,610.64	992.11	1,403.98

MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED

(formerly known as Murugappa Organo Water Solutions Private Limited)

NOTES TO PROVISIONAL FINANCIAL STATEMENTS AS AT SEPTEMBER, 2025

(All amounts are in lakhs except otherwise stated)

Particulars	As At September 30, 2025 (Provisional)	As At September 30, 2024 (Unaudited)	As at March 31, 2025 (Audited)
16 LONG-TERM PROVISIONS			
Provision for Compensated absences	92.17	61.42	54.31
	92.17	61.42	54.31
17 LONG TERM BORROWINGS			
Secured Borrowings:- *			
Loan from Bank	75.00	175.00	125.00
(Secured on Mortgage of Land at Kakkalur on paripasu basis with Kotak Mahindra Bank and IDFC First Bank in proportion to their exposure)			
*Secured borrowings include fund-based and non-fund-based facilities (such as Bank Guarantees and Letter of Credit) from banks amounting to INR 2,155.83 lakhs.			
	75.00	175.00	125.00
18 LONG TERM LEASE LIABILITY			
Lease Liability	78.98	-	86.83
	78.98	-	86.83
19 OTHER NON CURRENT LIABILITIES			
Provision for MSME Interest	33.47	33.38	38.63
	33.47	33.38	38.63
20 SHORT-TERM BORROWINGS			
Secured Borrowings:-			
Loan from Bank	100.00	75.00	100.00
(Secured on Mortgage of Land at Kakkalur on paripasu basis with Kotak Mahindra Bank and IDFC First Bank in proportion to their exposure)			
	100.00	75.00	100.00
21 SHORT TERM LEASE LIABILITY			
Lease Liability	16.93	-	15.73
	16.93	-	15.73
22 TRADE PAYABLES			
Secured Creditors	-	-	-
Unsecured Creditors:-			
Total Outstanding dues to Micro Enterprises & Small Enterprises	1,036.87	369.43	914.35
Total Outstanding dues of creditors other than Micro Enterprises & Small Enterprises	848.26	308.76	903.74
	1,885.13	678.19	1,818.09
23 SHORT TERM PROVISIONS			
Provision for Compensated Absences	-	-	10.99
Provision for Warranties	428.71	175.62	295.05
Provision for Onerous Contract	3.94	11.15	4.04
Provision for CSR	3.54	-	-
	436.19	186.77	310.08
24 OTHER CURRENT LIABILITIES			
Refundable Deposit	0.53	1.00	0.53
Advance from Customer	1,862.64	991.52	3,023.48
Employee Benefits Payable	123.05	84.78	269.25
Deferred Revenue	2,000.01	822.10	1,068.75
Gratuity Liabilities	38.27	8.46	25.12
Statutory Dues Payable	124.36	(59.85)	146.37
Outstanding Liabilities	521.01	313.98	388.84
Contract Employee's Statutory Dues	166.90	134.12	164.64
Unearned Income	3.88	-	11.75
	4,840.67	2,296.12	5,098.73

	Particulars	Half-Year Ended September 30, 2025 (Provisional)	Half-Year Ended September 30, 2024 (Unaudited)	Year Ended March 31, 2025 (Audited)
25 Revenue from Operations				
Revenue from contracts for Supply, Installation and Erection	5,772.21	1,624.59	6,013.29	
Revenue from Sale of Chemicals	352.22	358.47	776.75	
Revenue from Sale of Products	40.32	79.35	161.68	
Revenue from Sale of Services	1,273.27	1,274.05	2,749.45	
Revenue from Renting of Equipment	-	421.23	431.92	
Revenue from New Technology	15.07	-	4.60	
Revenue from Sale of Jiva	22.60	-	4.67	
Revenue from Operations	7,475.70	3,757.69	10,142.36	
Progress Billings to Customers of Supply, Installation and Erection	6,680.55	2,337.21	6,941.18	
Less: Deferred / Unbilled Revenue	(908.34)	(712.62)	(927.89)	
Revenue from contracts for Supply, Installation and Erection	5,772.21	1,624.59	6,013.29	
Progress Billings to Customers of Service	1,194.02	1,183.04	2,746.23	
Add: Unbilled Revenue	79.27	91.01	3.22	
Revenue from Sale of Service	1,273.27	1,274.05	2,749.45	
Progress Billings to Customers of Chemicals	352.22	362.62	780.91	
Add: Unbilled Revenue	-	(4.16)	(4.16)	
Revenue from Sale of Chemicals	352.22	358.46	776.75	
Progress Billings to Customers of Renting Equipment	-	421.23	431.92	
Add: Unbilled Revenue	-	-	-	
Revenue from Renting of Equipment	-	421.23	431.92	
26 OTHER INCOME				
Interest income	47.59	12.65	38.93	
Lease Interest Income	0.21	-	0.13	
Liabilities no longer required written back	-	20.15	20.15	
Income from IT Refund	-	-	1.34	
Miscellaneous income	16.68	22.22	38.65	
Other Non Operating Income	64.48	55.02	99.20	
27 COST OF MATERIALS CONSUMED				
Inventory of Materials at the Beginning of the Year (Excluding Provision)	318.52	209.37	209.37	
Add: Purchases during the year	4,051.87	1,406.26	4,367.81	
Less: Closing Stock	(447.74)	(384.05)	(318.52)	
Cost Of Goods Sold	3,922.65	1,231.58	4,258.66	
28 Contract Expenses				
Subcontractor Charges	1,284.31	1,159.47	2,534.63	
Testing Charges	19.16	31.26	53.96	
Amortisation of Expenses on Rental Income	-	98.23	98.23	
Machinery & Equipment Rental	-	15.00	22.50	
	1,303.47	1,303.96	2,709.32	
29 EMPLOYEE BENEFITS EXPENSE				
Salaries, Wages and Bonus	825.52	515.40	1,245.63	
Contribution to Provident Fund	54.51	34.47	77.55	
Staff welfare expenses	70.74	68.24	147.40	
	950.76	618.11	1,470.58	
30 FINANCE COSTS				
Interest Expenses	10.59	6.92	19.94	
Lease Interest Expenses	2.48	-	1.84	
Other Finance Cost	7.90	0.28	6.26	
	20.97	7.20	28.04	
31 Depreciation				
Depreciation on Property, plant and equipment	43.93	25.61	49.08	
Amortization on Intangible Asset	2.54	2.54	5.07	
	46.46	28.15	54.15	

MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED

(formerly known as Murugappa Organo Water Solutions Private Limited)

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NOTES TO PROVISIONAL FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED SEPTEMBER, 2025

(All amounts are in lakhs except otherwise stated)

Particulars	Half-Year Ended September 30, 2025 (Provisional)	Half-Year Ended September 30, 2024 (Unaudited)	Year Ended March 31, 2025 (Audited)
32 Other Expenses			
Power and fuel	17.98	5.86	12.50
Freight, clearing and forwarding	55.37	32.10	70.52
Rent	72.13	40.88	103.51
Repairs			
- Machinery	19.32	2.95	7.65
- Others	37.91	7.67	30.00
Insurance	27.37	12.95	35.74
Rates and taxes	1.79	3.36	5.57
Travelling expenses	233.77	124.28	373.58
Legal and Professional Fees	35.95	25.45	57.44
Auditor's Remuneration	4.00	4.00	10.95
Retainer's Consultancy Charges	100.78	85.83	186.90
Bank charges	19.90	9.22	22.00
Telephone and other communication expenses	7.87	5.14	11.37
Printing and stationery	5.63	2.49	7.18
Provision for Loss on onerous contract	(0.10)	(43.85)	(50.96)
Provision for warranty	133.66	13.77	133.20
Provision for inventory	(2.56)	10.45	6.38
Bad Debt written off	-	11.24	11.24
Provision for MSME Interest	(5.16)	(2.74)	2.51
Provision for expected credit loss allowance	(28.23)	(3.41)	1.62
Loss on foreign exchange fluctuations (net)	11.03	0.35	(1.96)
Pooja Expenses	6.15	3.72	9.29
Business Promotion Expenses	34.10	10.32	21.70
Subscription	88.55	15.97	50.59
GST Unavailed ITC	4.51	8.93	10.08
Miscellaneous Expenses	0.00	4.95	1.32
Credit Rating Fees	-	1.15	1.15
Asset Write off	-	0.41	0.41
Creditors Advance Writeoff	-	13.85	13.85
Trade Discount	-	-	8.99
Business & Communication Support	34.29	4.00	28.00
Loss on Sale of Asset	-	-	1.75
CSR Expenses	3.54	-	-
	919.54	411.31	1,184.07

32.1 Auditors Remuneration comprises of

Particulars	As At September 30, 2025 (Provisional)	As At September 30, 2024 (Unaudited)	As at March 31, 2025 (Audited)
Payment to Auditors			
(a) Statutory Audit	3.00	3.00	6.00
(b) Tax Audit	0.75	0.75	1.50
(c) Reimbursement of Expenses	0.25	0.25	0.50
(d) Professional Fees (IND AS Transition)	-	-	2.95
	4.00	4.00	10.95

32.2 Corporate Social Responsibility Expenditure

The company meet the threshold limits as specified in Sec 135 of The Companies Act, 2013. Hence, provisions of Corporate social responsibility is applicable to the company amounting to Rs. 7lacs and the same has been provided proportionately.

Assessment Year 2025-26
Depreciation as per Income Tax Act, 1961

Particulars	Furniture	Computer	Office Equipment's	Vehicle	Plant & Machinery	Building	Plant & Machinery	Intangible Assets	Total	(Amount in ₹.)
Rate of Depreciation	10	40	15	15	10	40	40	25		
Rate of Dep.- Additional										
Opening written down value	67,67,775	24,34,932	6,41,107	22,03,894	1,58,80,909	2,30,23,705	2,66,253	7,70,267	5,19,88,841	
Less :- Sales/Scrap	-	-	-	-	-	-	-	-	-	
Additions	67,67,775	24,34,932	6,41,107	22,03,894	1,58,80,909	2,30,23,705	2,66,253	7,70,267	5,19,88,841	
Additions on or before 2nd October	74,518	15,56,853	30,29,339	-	1,25,01,826	-	-	-	-	1,71,62,536
Additions after 2nd October	-	-	-	-	-	-	-	-	-	-
Total additions	74,518	15,56,853	30,29,339	-	1,25,01,826	-	-	-	-	1,71,62,536
Sub Total (A)	68,42,293	39,91,785	36,70,447	22,03,894	2,83,82,735	2,30,23,705	2,66,253	7,70,267	6,91,51,377	
 Depreciation										
Dep. for Q1B	3,38,389	4,86,986	48,083	1,65,292	11,91,068	11,51,185	53,251	96,283	35,30,538	
Dep. for additions-1st half	3,776	3,11,371	2,27,200	-	9,37,637	-	-	-	14,79,934	
Dep. for additions-2nd half	-	-	-	-	-	-	-	-	-	
Additional Depreciation	-	-	-	-	-	-	-	-	-	
Total Dep. (B)	3,42,115	7,98,337	2,75,283	1,65,292	21,28,705	11,51,185	53,251	96,283	50,10,471	
 WDV AS ON 30.09.2025 (A+B)	65,00,178	31,93,428	33,95,163	20,38,602	2,62,54,030	2,18,72,519	2,13,002	6,73,984	6,41,40,905	

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For Mangrove Water Technology and Solutions Pvt Ltd
E. Venkateshwaran
(Director)

AMBADI INVESTMENTS LIMITED
Provisional Balance Sheet as at September 30, 2025
 (All amounts are in Indian rupees in Lakhs unless otherwise stated)

Particulars		As at September 30, 2025	As at March 31, 2025
ASSETS			
Financial Assets			
Cash and Cash Equivalents	3	7,407.81	54.98
Bank balances other than cash and cash equivalents	4	1.41	288.16
Investments	5	98,043.33	1,03,375.33
		<u>1,05,452.55</u>	<u>1,03,718.47</u>
Non-Financial Assets			
Current tax assets (Net)	6	45.89	216.95
Other Non-Financial Assets	7	178.69	100.43
		<u>224.58</u>	<u>317.38</u>
TOTAL ASSETS		<u>1,05,677.13</u>	<u>1,04,035.85</u>
LIABILITIES AND EQUITY			
LIABILITIES			
Financial Liabilities			
Other Financial Liabilities	8	1.41	288.16
		<u>1.41</u>	<u>288.16</u>
Non Financial Liabilities			
Deferred Tax Liabilities (Net)	9	274.23	245.85
Other Non Financial Liabilities	10	160.42	148.18
		<u>434.65</u>	<u>394.03</u>
EQUITY			
Equity Share Capital	11	244.30	244.30
Other Equity	12	1,04,996.77	1,03,109.36
Total Equity		<u>1,05,241.07</u>	<u>1,03,353.66</u>
TOTAL LIABILITIES AND EQUITY		<u>1,05,677.13</u>	<u>1,04,035.85</u>

For and on behalf of the Board of Directors

M M Murugappan

M M Murugappan
 Director
 DIN No: 00170478

Date : October 29, 2025
 Place : Chennai

For Ambadi Investments Limited

M M Murugappan
 Authorized Signatory.

AMBADI INVESTMENTS LIMITED
Provisional Statement of Profit and Loss for the period ended September 30, 2025

Particulars	For the Period	
	April 01, 2025 to September 30, 2025	Year Ended March 31, 2025
Revenue from Operations		
Revenue from Operations		
- Dividend Income	3,674.41	5,817.50
- Net Gain / (Loss) on Fair Value Changes	(31.81)	93.67
- Interest Income	331.50	631.42
Total Revenue from operations	(I) 3,974.10	6,542.59
Other Income	(II) 0.05	43.67
Total Income	(I)+(II) 3,974.15	6,586.26
Expenses		
Other Expenses	153.26	826.48
Total Expense	153.26	826.48
Profit Before Exceptional Item and Tax	3,820.89	5,759.78
Exceptional Item	-	-
Profit Before Tax	3,820.89	5,759.78
Income Tax		
- Current Tax	630.00	700.00
- Reversal of earlier year Income Tax Provision	-	(105.36)
- Deferred Tax	1.12	12.45
	631.12	607.09
Profit for the year	(A) 3,189.77	5,152.69
Other Comprehensive Income:		
Items that will not be reclassified to profit or loss		
Net (loss)/gain in Fair value in Equity Instruments	190.72	1,263.11
Income tax relating to items that will not be reclassified to profit or loss	(27.27)	(163.79)
Other comprehensive Income/(loss) for the year (B)	163.45	1,099.32
Total comprehensive Income for the year	(A + B) 3,353.22	6,252.01
Earnings per Equity Share of ₹ 10 each		
Basic	130.57	210.91
Diluted	130.57	210.91

For and on behalf of the Board of Directors

M M Murugappan

M M Murugappan
Director
Din No: 00170478

Date : October 29, 2025
Place : Chennai

For Ambadi Investments Limited

M M Murugappan
Authorized Signatory.

AMBADI INVESTMENTS LIMITED
Provisional Cash Flow Statement for the period ended September 30, 2025

Particulars	Period Ended 30.09.2025	Period Ended 30.09.2024	Year ended 31.03.2025
<u>Cash Flow from Operating Activities</u>			
Profit Before Tax	3,820.89	2,944.74	5,759.78
Adjustments for :-			
Profit on Sale of Current Investments	(81.05)	(32.77)	(44.19)
Operating Profit Before Working Capital Changes	3,739.84	2,911.97	5,715.59
Adjustments for :-			
<u>(Increase)/Decrease in operating Assets - Current/short-term</u>			
- Financial Assets	171.06	(123.35)	(59.97)
- Non Financial Assets	(78.26)	(69.95)	(100.38)
<u>Increase/(Decrease) in operating Liabilities</u>			
- Financial/ Non Financial Liabilities	12.24	49.19	110.16
Cash Flow generated used in Operations	105.04	(144.11)	(50.19)
3,844.88	2,767.86	5,665.40	
Direct Taxes Paid (Net)	(607.57)	(360.43)	(663.87)
Net Cash Used in Operating Activities (A)	3,237.31	2,407.43	5,001.53
<u>Cash Flow from Investing Activities</u>			
Purchase of Other non-current Investments	(176.21)	(1,403.52)	(1,449.71)
Proceeds from Sale of non-current Investments	7,547.54	-	-
Purchase of Other Investments	(3,440.00)	(2,719.86)	(5,387.96)
Proceeds from Sale of Other Investments	1,650.00	3,241.75	4,764.66
Net Cash Used in Investing Activities (B)	5,581.33	(881.63)	(2,073.01)
<u>Cash Flow from Financing Activities</u>			
Dividends Paid	(1,465.81)	(1,465.81)	(2,931.62)
Net Cash From Financing Activities (C)	(1,465.81)	(1,465.81)	(2,931.62)
Net Increase/(Decrease) in Cash and Cash Equivalents (A+B+C)	7,352.63	59.99	(3.10)
Cash and Cash Equivalents as at the beginning of the period	54.98	58.08	58.08
Cash and Cash Equivalents at the End of the Period	7,407.81	118.07	54.98

For and On behalf of the Board of Directors



M M Murugappan
 Director
 DIN No: 00170478

For Ambadi Investments Limited


 Authorized Signatory.

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AMBADI INVESTMENTS LIMITED
Statement of Changes in Other Equity for the period ended September 30, 2025

a) Equity Share Capital	Amount
Balances as on April 1, 2024	244.30
Changes during the year	-
Balances as on March 31, 2025	<u>244.30</u>
Changes during the year	-
Balances as on September 30, 2025	<u>244.30</u>

b) Other Equity

Particulars	Reserve and Surplus						Items of other comprehensive Income	Total
	Statutory Reserve	Capital Reserve	Capital Redemption Reserve	Securities Premium Account	General Reserve	Retained earnings		
Balances as at April 01, 2024	18,108.00	21,623.98	2,802.27	8,944.91	14,640.04	33,398.54	271.22	99,788.98
Profit for the year	-	-	-	-	-	5,152.69	-	5,152.69
Other Comprehensive Income for the year	-	-	-	-	-	-	1,099.33	1,099.33
Pursuant to sale of Non Current Investment	-	-	-	-	-	-	-	-
Transfer to Statutory Reserve	1,050.00	-	-	-	-	(1,050.00)	-	-
Dividends on Equity Shares	-	-	-	-	-	(2,931.62)	-	(2,931.62)
Dividend Distribution Tax on cash dividend	-	-	-	-	-	-	-	-
Balances as at March 31, 2025	19,158.00	21,623.98	2,802.27	8,944.91	14,640.04	34,569.61	1,370.55	1,03,169.36
Balances as at April 01, 2025	19,158.00	21,623.98	2,802.27	8,944.91	14,640.04	34,569.61	1,370.55	1,03,169.36
Profit for the year	-	-	-	-	-	3,189.77	-	3,189.77
Other Comprehensive Income for the year	-	-	-	-	-	-	163.45	163.45
Pursuant to sale of Non Current Investment	-	-	-	-	-	-	-	-
Transfer to Statutory Reserve	-	-	-	-	-	-	-	-
Dividends on Equity Shares	-	-	-	-	-	(1,465.81)	-	(1,465.81)
Balances as at March 31, 2026	19,158.00	21,623.98	2,802.27	8,944.91	14,640.04	36,293.57	1,534.00	1,04,996.77

For and on behalf of the Board of Directors


M M Murugappan
Director
DIN No: 00170478

Date : October 29, 2025
Place : Chennai

For Ambadi Investments Limited


M M Murugappan
Authorized Signatory.

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AMBADI INVESTMENTS LIMITED
Notes forming part of the Financial Statements
(All amounts are in Indian Rupees in Lakhs unless otherwise stated)

1. Corporate Information

1.1 Ambadi Investments Limited (the "Company") has strategic, long-term investments in the Share capital of leading listed Companies of the Murugappa Group and derives its income mainly by way of dividend from these Companies. The Company is a Systemically Important Core Investment Company ('CIC-ND-SI') and has received a Certificate of Registration as Non-Deposit Accepting & Systemically Important Core Investment Company ('CIC-ND-SI') under Section 45-IA of the Reserve Bank of India Act,1934. The Company neither holds nor accept deposits from public.

The standalone financial statements are presented in Indian Rupees which is also functional currency of the Company and all values are rounded to the nearest lacs, except when otherwise indicated.

2. Basis of Preparation and Significant Accounting Policies

2.1 Basis of preparation and presentation

The financial statements have been prepared in accordance with Ind AS notified under Sec 133 of the Companies Act, 2013[Companies (Indian Accounting Standards) Rules, 2015] & other relevant provisions of the Act. The Company adopted Ind AS from 1st April 2017.

The financial statements have been prepared on the historical cost basis except for certain financial instruments that are measured at fair values at the end of each reporting period, as explained in the accounting policies below.

The regulatory disclosures as required by Master Direction – Reserve Bank of India (Non Banking Financial Company – Scale Based Regulation) Directions, 2023, Master Direction – Core Investment Companies (Reserve Bank) Directions, 2016 to be included as a part of the Notes to Accounts are prepared based on Ind AS standalone financial statements in line with RBI notifications DOR (NBFC).CC.PD.No.109/22.10.106/2019-20 dated March 13, 2020 and DoR (NBFC) (PD) CC. No. 117/03.10.001/2020-21 dated August 13, 2020. Refer Note 26 to 29 for the disclosures.

2.2 Fair Value Measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- a) In the principal market for the asset or liability, or
- b) In the absence of a principal market, in the most advantageous market for the asset or liability

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AMBADI INVESTMENTS LIMITED
Notes forming part of the Financial Statements
(All amounts are in Indian Rupees in Lakhs unless otherwise stated)

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their best economic interest.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs are used.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorized within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- a) Level 1 - Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- b) Level 2 - Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- c) Level 3 - Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For assets and liabilities that are recognized in the financial statements on a recurring basis, it is determined whether transfers have occurred between levels in the hierarchy by re-assessing categorization (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

The Company determines the policies and procedures for both recurring fair value measurement, such as derivative instruments and unquoted financial assets measured at fair value, and for non-recurring measurement.

2.3 Use of Estimates

The preparation of financial statements in conformity with Ind AS requires the management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the disclosure of contingent liabilities, like provision for taxation, etc., during and at the end of the reporting period. Although these estimates are based on the management's best knowledge of current events and actions, uncertainty about these assumptions and estimates could result in the outcomes requiring a material adjustment to the carrying amounts of assets or liabilities in future periods.

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2.4 Cash and Cash Equivalents

Cash comprises cash on hand and demand deposits with banks. Cash equivalents are short-term (with an original maturity of three months or less from the date of acquisition), highly liquid investments that are readily convertible into known amounts of cash and which are subject to insignificant risk of change in value.

2.5 Cash Flow Statement

Cash flows are reported using the indirect method, whereby profit/(loss) before extraordinary items and tax is adjusted for the effects of transactions of non-cash nature and any deferrals or accruals of past or future cash receipts or payments. The cash flows from operating, investing and financing activities of the Company are segregated based on the available information.

2.6 Provisions and Contingencies

A provision is recognized when there is a present obligation (legal or constructive) as a result of past event; it is probable that an outflow of resources will be required to settle the obligation, in respect of which a reliable estimate can be made. Provisions are determined based on best estimate required to settle the obligation at the balance sheet date. These are reviewed at each balance sheet date and adjusted to reflect the current best estimates.

A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events beyond the control or a present obligation that is not recognized because it is not probable that an outflow of resources will be required to settle the obligation. The contingent liability is not recognized but its existence is disclosed in the financial statements.

2.7 Revenue Recognition

Income from dividend is accounted when such dividend is declared and the company's right to receive payment is established.

Under Ind AS 109, interest income is recorded using the effective interest rate (EIR Method) for all financial instruments measured at amortised cost. The EIR is the rate that exactly discounts estimated future cash receipts through the expected life of the financial instruments, or when appropriate, a shorter period, to the net carrying amount of the financial assets. The EIR (and therefore the amortised cost of the asset) is calculated by taking into account of fees and cost that are integral part of the EIR.

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On disposal of an investment, the difference between its carrying amount and net disposal proceeds is charged or credited to the Statement of Profit and Loss. Profit/Loss on sale of investments is recognised on the trade date.

2.8 Borrowing Costs

Borrowing costs consist of interest and other costs that company incurs in connection with the borrowing of funds. Borrowing cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs. Borrowing costs are expensed in the period they occur.

2.9 Taxes on Income

Income tax expense represents the sum of the tax currently payable and deferred tax.

Current tax

The tax currently payable is based on taxable profit for the year. Taxable profit differ from 'profit before tax' as reported in the statement of profit and loss because of items of income or expense that are taxable or deductible in other years (Temporary differences) and items that are never taxable or deductible (Permanent differences).

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities.

Current income tax relating to items recognized outside profit or loss is either in other comprehensive income or in equity. Current tax items are recognized in correlation to the underlying transaction either in OCI or directly in equity. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred tax

Deferred tax is recognized on temporary differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in computation of taxable profit. Deferred tax liabilities are generally recognized for all taxable temporary differences. Deferred tax assets are generally recognized for all deductible temporary differences to the extent that it is probable that taxable profit will be available against which those deductible temporary differences can be utilized. Such deferred tax assets and liabilities are not recognized if the temporary differences arises from the initial recognition (other than in a business combination) of assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit. In addition deferred tax liabilities are not recognized if the temporary difference arises from the initial recognition of goodwill.

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Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realized or the liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognized outside profit or loss is recognized either in other comprehensive income or in equity. Deferred tax items are recognized in correlation to the underlying transaction either in OCI or directly in equity.

2.10 Earnings Per Share

Basic Earnings Per Share is calculated by dividing the net profit or loss for the period attributable to equity shareholders by the weighted average number of equity shares outstanding during the period.

The weighted average number of equity shares outstanding during the period and for all periods presented is adjusted for events, such as bonus shares, other than the conversion of potential equity shares, that have changed the number of equity shares outstanding, without a corresponding change in resources. For the purpose of calculating diluted earnings per share, the net profit or loss for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period is adjusted for the effects of all dilutive potential equity shares.

2.11 Investments in Subsidiaries and Associates

The Company has elected to measure equity instruments in subsidiaries and associates at cost as per Ind AS 27- Separate financial statements, accordingly the measurement at fair value through statement of profit and loss account and related disclosures under Ind AS 109 does not apply.

2.12 Dividend Payable

Interim dividend declared to equity shareholders, if any, is recognised as liability in the period in which the said dividend has been declared by the Board of Directors. Final dividend declared, if any, is recognised in the period in which the said dividend has been approved by the shareholders.

2.13 Financial Instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

A. Financial Assets

(i) Initial Recognition and Measurement

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Financial assets are initially measured at fair value. Transaction costs that are directly attributable to the acquisition or issue of financial assets (other than financial assets at fair value through profit or loss) are added to or deducted from the fair value of the financial asset, as appropriate, on initial recognition. Transaction costs directly attributable to the acquisition of financial assets at fair value through profit or loss are recognized immediately in profit or loss.

(ii) Subsequent Measurement

For purposes of subsequent measurement, financial assets are classified in three categories:

- a. Debt instruments at amortized cost
- b. Debt instruments, derivatives and equity instruments at fair value through profit or loss (FVTPL)
- c. Equity instruments measured at fair value through other comprehensive income (FVTOCI)

Debt Instruments at Amortized Cost

A 'debt instrument' is measured at the amortized cost if both the following conditions are met:

- a. The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and
- b. Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

After initial measurement, such financial assets are subsequently measured at amortized cost using the effective interest rate (EIR) method. Amortized cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortization is included in finance income in the profit or loss. The losses arising from impairment are recognized in the profit or loss.

Debt Instrument at FVTOCI

A 'debt instrument' is classified as at the FVTOCI if both of the following criteria are met:

- a. The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and
- b. The asset's contractual cash flows represent SPPI.

Debt instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in the other comprehensive income (OCI). However, the Company recognizes interest income, impairment losses & reversals and foreign exchange gain or loss in the P&L.

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On derecognition of the asset, cumulative gain or loss previously recognized in OCI is reclassified from the equity to P&L. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt Instrument at FVTPL

FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

In addition, the Company may elect to designate a debt instrument, which otherwise meets amortized cost or FVTOCI criteria, as at FVTPL. However, such election is allowed only if doing so reduces or eliminates a measurement or recognition inconsistency (referred to as 'accounting mismatch').

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the P&L.

Equity Investments

All equity investments in scope of Ind-AS 109 are measured at fair value. Equity instruments which are held for trading are classified as at FVTPL. For all other equity instruments, the Company decides to classify the same either as at FVTOCI or FVTPL. The Company makes such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If the Company decides to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to P&L, even on sale of investment. However, the Company may transfer the cumulative gain or loss within equity.

(iii) De-recognition

A financial asset (or, where applicable, a part of a financial asset or part of a Company of similar financial assets) is derecognized when:

- a. The rights to receive cash flows from the asset have expired, or
- b. The Company has transferred substantially all the risks and rewards of the asset or has transferred control of the asset.

(iv) Impairment of Financial Assets

The Company follows the expected credit loss model for recognizing impairment loss on financial assets.

The Company follows 'simplified approach' for recognition of impairment loss allowance on Trade receivables.

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The application of simplified approach does not require the Company to track changes in Credit risk. Rather, it recognizes impairment loss allowance based on lifetime ECLs at each reporting date, right from its initial recognition. For recognition of impairment loss on other financial assets, the Company determines that whether there has been a significant increase in the Credit risk since initial recognition. If Credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if Credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, Credit quality of the instrument improves such that there is no longer a significant increase in Credit risk since initial recognition, then the Company reverts to recognizing impairment loss allowance based on 12-month ECL.

Lifetime ECL are the expected Credit losses resulting from all possible default events over the expected life of a financial instrument. ECL is the difference between all contractual cash flows that are due to the Company in accordance with the contract and all the cash flows that the Company expects to receive, discounted at the original EIR. When estimating the cash flows, the Company is required to consider:

- a. All contractual terms of the financial instrument (including prepayment, extension, call and similar options) over the expected life of the financial instrument. However, in rare cases when the expected life of the financial instrument cannot be estimated reliably, then the Company is required to use the remaining contractual term of the financial instrument.
- b. Cash flows from the sale of collateral held or other Credit enhancements that are integral to the contractual terms

As a practical expedient, the Company uses a provision matrix to determine impairment loss allowance on portfolio of its trade receivables. The provision matrix is based on its historically observed default rates over the expected life of the trade receivables and is adjusted for forward-looking estimates. At every reporting date, the historical observed default rates are updated and changes in the forward-looking estimates are analyzed.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/ expense in the statement of profit and loss (P&L). This amount is reflected under the head 'other expenses' in the P&L. The balance sheet presentation for various financial instruments is described below:

Financial assets measured as at amortized cost: ECL is presented as an allowance, i.e., as an integral part of the measurement of those assets in the balance sheet. The allowance reduces the net carrying amount. Until the asset meets write-off Criteria, the Company does not reduce impairment allowance from the gross carrying amount.

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For assessing increase in Credit risk and impairment loss, the Company combines financial instruments on the basis of shared Credit risk characteristics with the objective of facilitating an analysis that is designed to enable significant increases in Credit risk to be identified on a timely basis.

2.14 B. Financial Liabilities

(i) Initial Recognition and Measurement

All financial liabilities are recognized initially at fair value and, in the case of loans and borrowings and payables, net of directly attributable transaction costs. Financial liabilities include trade and other payables, loans and borrowings including bank overdrafts and derivative financial instruments.

(ii) Subsequent measurement

The measurement of financial liabilities depends on their classification, as described below:

Financial Liabilities at Fair Value Through Profit or Loss

Financial liabilities at fair value through profit or loss include derivatives. Financial liabilities are classified as held for trading if they are incurred for the purpose of repurchasing in the near term. This category also includes derivative financial instruments entered into by the Company that are not designated as hedging instruments in hedge relationships as defined by Ind AS 109. Separated embedded derivatives are also classified as held for trading unless they are designated as effective hedging instruments.

Gains or losses on liabilities held for trading are recognized in the profit or loss.

Financial liabilities designated upon initial recognition at fair value through profit or loss are designated as such at the initial date of recognition, and only if the Criteria in Ind AS 109 are satisfied. For liabilities designated as FVTPL, fair value gains/ losses attributable to changes in own Credit risks are recognized in OCI. These gains/ loss are not subsequently transferred to P&L. However, the Company may transfer the cumulative gain or loss within equity. All other changes in fair value of such liability are recognized in the statement of profit and loss.

Gain or losses on financial guarantee contract and loan commitments issued by the Company that are designated at fair value through profit or loss are recognized in profit or loss

Loans and Borrowings

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After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortized cost using the EIR method. Gains and losses are recognized in profit or loss when the liabilities are derecognized as well as through the EIR amortization process.

Amortized cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortization is included as finance costs in the statement of profit and loss.

De-recognition

A financial liability is derecognized when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the de-recognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognized in the statement of profit and loss.

Offsetting of Financial Instruments

Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognized amounts and there is an intention to settle on a net basis, to realize the assets and settle the liabilities simultaneously.

2.15 Operating cycle

Based on the nature of the products/activities of the Company and the normal time between acquisition of assets and their realization in cash or cash equivalents, the Company has determined its operating cycle as 12 months for the purpose of classification of its assets and liabilities as current and non - current.

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Note 3 - Cash and Cash Equivalents	As at	
	September 30, 2025	March 31, 2025
Balances with banks:		
- In Current Accounts	7,407.81	54.98
	7,407.81	54.98
Cash and Cash equivalents as per statement of cashflows	7,407.81	54.98
Note 4 - Bank Balances other than Cash and Cash Equivalents	As at	As at
	September 30, 2025	March 31, 2025
- In Unpaid dividend accounts	1.41	1.16
- In Unpaid amounts payable to the OCRPS Holders	-	287.00
	1.41	288.16

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5. Investments

Particulars	Face Value per unit	Number		Amount	
		As at September 30, 2025	As at March 31, 2023	As at September 30, 2025	As at March 31, 2024
Investments at Cost:					
Investment in Subsidiary Companies at Cost					
Equity Shares (Fully Paid) - Unquoted					
Parry Enterprises India Limited	10	58,24,878	57,66,078	2,306.77	2,131.13
Parry Agro Industries Limited	10	29,28,659	29,28,588	54.00	53.43
Other Deemed Equity Investment					
Parry Enterprises India Limited				56.78	56.78
Investment in Associate Companies at Cost					
Equity Shares (Fully Paid) - Quoted					
Tube Investments of India Limited	1	6,89,66,595	6,89,66,595	10,106.81	10,106.81
Cholamandalam Financial Holdings Limited	1	7,07,66,595	7,07,66,595	10,961.22	10,961.22
Carborundum Universal Limited	1	5,60,54,244	5,60,54,244	10,888.86	10,888.86
E.I.D. Parry (India) Limited	1	6,80,58,444	6,80,58,444	13,158.67	13,158.67
Cholamandalam Investment and Finance Company Limited	2	3,37,21,870	3,37,21,870	43,283.67	43,283.67
Kartik Investments Trust Limited	10	74,758	74,758	7.51	7.51
Equity Shares (Fully Paid) - Unquoted					
Chola Insurance Distribution Services Private Limited	10	50,350	50,350	5.04	5.04
				88,411.78	88,411.78
Investments at Fair Value Through Other Comprehensive Income (PVTOCI):					
Equity Shares (Fully Paid) - Quoted					
Coramandel International Limited	1	7,453	7,453	167.57	147.73
Shanthi Gears Ltd	1	5,714	5,714	29.67	26.90
Equity Shares (Fully Paid) - Unquoted					
Murugappa Management Services Private Limited	100	40,046	40,046	218.72	216.64
Chola Business Services Limited	10	9,500	9,500	223.86	216.98
Chola MS Risk Services Limited	10	2	2	0.00	-
Cholamandalam MS General Insurance Company Limited	10	223	223	0.22	0.19
Murugappa Morgan Thermal Ceramic Limited	10	3	3	0.02	0.02
Ambadi Enterprises Limited	10	7,200	7,200	1,416.68	1,289.13
Simpson & Co Limited	2,500	13	13	711.57	680.00
				2,768.31	2,577.59
Investments at Fair Value Through Other Comprehensive Income (PVTOCI):					
Equity Shares (Fully Paid) - Quoted					
Coramandel International Limited	1	7,453	7,453	167.57	147.73
Shanthi Gears Ltd	1	5,714	5,714	29.67	26.90
Equity Shares (Fully Paid) - Unquoted					
Murugappa Management Services Private Limited	100	40,046	40,046	218.72	216.64
Chola Business Services Limited	10	9,500	9,500	223.86	216.98
Chola MS Risk Services Limited	10	2	2	0.00	-
Cholamandalam MS General Insurance Company Limited	10	223	223	0.22	0.19
Murugappa Morgan Thermal Ceramic Limited	10	3	3	0.02	0.02
Ambadi Enterprises Limited	10	7,200	7,200	1,416.68	1,289.13
Simpson & Co Limited	2,500	13	13	711.57	680.00
				2,768.31	2,577.59

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Particulars	Face Value (₹ per unit)	Number		Amount	
		As at September 30, 2023	As at March 31, 2023	As at September 30, 2023	As at March 31, 2024
Investment at Amortized Cost:					
7% Cumulative Redeemable Preference Shares (Fully Paid) - Unquoted Parry Enterprises India Limited	100	60,00,000	60,00,000	555.82	570.26
Securities in NCD					
8.40% Cholamandalam Investment and Finance Company Ltd	1,000		15,000		1,583.05
Securities in Govt Securities					
9.95% U.P. Power Corporation Ltd	10,00,000		25		257.91
8.95% Kerala Infra Securities	1,00,000		250		250.12
Securities in Bonds					
9.15% Cholamandalam Investment and Finance Company Ltd	5,00,000		200		1,046.63
9.20% Cholamandalam Investment and Finance Company Ltd	1,00,00,000		1		107.71
9.15% Cholamandalam Investment and Finance Company Ltd	5,00,000		280		1,442.82
9.40% Cholamandalam Investment and Finance Company Ltd	5,00,000		200		1,004.12
9.40% Cholamandalam Investment and Finance Company Ltd	5,00,000		60		301.24
9.15% Cholamandalam Investment and Finance Company Ltd	5,00,000		40		203.16
9.40% Cholamandalam Investment and Finance Company Ltd	5,00,000		100		501.04
9.50% Cholamandalam Investment and Finance Company Ltd	1,00,00,000		8		849.74
				555.82	8,125.80
Total				94,153.46	1,01,356.51
Investment at Fair Value Through Profit and Loss (FVTPL):					
Mutual Funds - Quoted					
Aditya Birla Sun Life Savings overnight Fund - Growth - Regular Plan	100.00	1,79,549.91	78,036.41	1,001.28	419.32
Aditya Birla Sun Life Liquid Fund - Growth - Regular Plan	100.00	1,38,322.22	1,38,322.22	189.43	572.49
ICICI Ultra short term fund- Growth	10.00	23,19,662.88	4,93,547.80	653.10	134.13
ICICI Liquid Fund - Growth	100.00	17,110.92	17,110.92	67.09	65.07
SBI Magnum Ultra SDF Regular Growth	100.00	14,549.31	4,436.05	883.12	260.19
SBI Liquid Fund Reg Growth	100.00	1,494.88	1,494.88	61.88	60.03
HDFC Ultra Short Term Fund- Growth	10.00	57,12,235.89	23,70,364.62	874.58	352.58
Aditya Birla Sun Life Overnight - Growth - Regular Plan	1,000.00	4,594.70	4,594.70	64.71	62.99
Aditya Birla Sun Life Arbitrage Fund - Growth - Regular Plan	10.00	3,52,119.87	3,52,119.87	94.68	92.02
				3,889.87	2,018.82
Total (A)				98,043.33	1,03,375.33
Total (B)				98,043.33	1,03,375.33
Less : Allowance for Impairment					-
Net Total				98,043.33	1,03,375.33

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Note 6 - Current Tax Assets (Net)	As at	
	September 30, 2025	As at March 31, 2025
Advance Tax (Net of Provision for Income Tax)	45.89	216.95
	45.89	216.95

Note 7 - Other Non Financial Assets

Balance with GST authorities	97.34	97.34
Other Advances	81.35	3.09
	178.69	100.43

Note 8 - Other Financial Liabilities

	As at	
	September 30, 2025	As at March 31, 2025
Unpaid Dividends	1.41	1.16
Unpaid amount to OCRPS Holders	-	287.00
	1.41	288.16

Note 9 - Deferred Tax Liabilities

	As at	
	September 30, 2025	As at March 31, 2025
Deferred Tax Liabilities	274.23	245.85
	274.23	245.85

Note 10 - Other Non-Financial Liabilities

	As at	
	September 30, 2025	As at March 31, 2025
Statutory Dues and Others	160.42	148.18
	160.42	148.18

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11. Equity Share Capital

	As at		As at	
	September 30, 2025	Amount	March 31, 2025	Amount
	Nos.		Nos.	
AUTHORISED				
Equity Shares of ₹ 10 each	70,00,000	700.00	70,00,000	700.00
Redeemable Preference Shares of ₹ 10 each	1,30,00,000	1,300.00	1,30,00,000	1,300.00
		2,000.00		2,000.00

ISSUED, SUBSCRIBED AND PAID UP

Equity Shares of ₹ 10 each	24,43,022	244.30	24,43,022	244.30
		244.30		244.30

a) Reconciliation of number of shares and amount outstanding at the beginning and at the end of the year:

	As at		As at	
	September 30, 2025	Amount	March 31, 2025	Amount
	Nos.		Nos.	
Equity Shares				
At the beginning of the year	24,43,022	244.30	24,43,022	244.30
Changes during the year				
Outstanding at the end of the year	24,43,022	244.30	24,43,022	244.30

c) Details of shareholders holding more than 5% shares in the Company Equity Shares

	As at		As at	
	September 30, 2025	March 31, 2025	September 30, 2025	March 31, 2025
	Nos.	% of holding	Nos.	% of holding
Equity Shares				
Mr. M V SUBBIAH (As Trustee of Shambho Trust)	2,76,500	11.32%	2,76,500	11.32%
Mr. M A M ARUNACHALAM	2,00,500	8.21%	2,00,500	8.21%
M/S. MURUGAPPA & SONS	2,21,235	9.06%	2,21,235	9.06%

d) Aggregate number of Shares issued for consideration other than cash during the period of five years immediately preceding the reporting date

During the financial year 2018-19, Company has issued 3,98,806 Equity Shares of face value of Rs.10 each pursuant to scheme of Amalgamation

e) Details of Shareholding of Promoter and Promoter group as on 30th September 2025

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Names	No of shares as on September 30, 2025	% to shares	No of shares as on March 31, 2025	% to shares	% Change during the year
M A ALAGAPPAN	88501	3.62	88501	3.62	-
M A Alagappan (HUF) (M A Alagappan hold shares in the capacity as kartha)	20212	0.83	20212	0.83	-
A A Alagammal	43810	1.79	43810	1.79	-
Arun Alagappan	94522	3.87	94522	3.87	-
Pranav Alagappan	31627	1.29	31627	1.29	-
Arun Alagappan (Trustee)					
M A Alagappan Grand Children Trust (Arun Alagappan& AA Alagammal hold shares on behalf of Trust)	25412	1.04	25412	1.04	-
M VAR Meenakshi	11554	0.47	11554	0.47	-
V Arunachalam	81100	3.32	81100	3.32	-
A Vellayan	57582	2.36	57582	2.36	-
V Narayanan	78005	3.19	78005	3.19	-
Lalitha Vellayan	4100	0.17	4100	0.17	-
M M Seethalakshmi	77300	3.16	77300	3.16	-
M M Murugappan	54500	2.23	54500	2.23	-
M M Murugappan (Trustee)					
M M Murugappan Family Trust (M M Murugappan & Meenakshi Murugappan are trustees of the trust)	6500	0.27	6500	0.27	-
M M Murugappan (HUF) (M M Murugappan holds shares in the capacity as kartha)	59400	2.43	59400	2.43	-
M M Muthiah HUF (M M Murugappan hold shares in the capacity as kartha)	30149	1.23	30149	1.23	-
M M Murugappan (Trustee)					
M M MUTHIAH FAMILY TRUST (M M MURUGAPPAN & M M MUTHIAH HOLDS SHARES ON BEHALF OF THE TRUST)	66400	2.72	66400	2.72	-
M M Murugappan (Trustee)					
Meenakshi Murugappan Family Trust (M M Murugappan & Meenakshi Murugappan are trustees of the trust)	50000	2.05	50000	2.05	-
M M Murugappan (Trustee)					
MM VEERAPPAN FAMILY TRUST(MM MURUGAPPAN & MEENAKSHI MURUGAPPAN HOLDS SHARES ON BEHALF OF THE TRUST)	66400	2.72	66400	2.72	-
M M Venkatachalam (Trustee)					
MM Venkatachalam Family Trust(MM Venkatachalam & Lakshmi Venkatachalam hold shares on behalf of trust)	54300	2.22	54300	2.22	-
MM Venkatachalam (Trustee)					
MV SUBRAMANIAN FAMILY TRUST (Mr. MM Venkatachalam & MV Subramanian hold shares on behalf of trust)	56800	2.32	56800	2.32	-
MM Venkatachalam (Trustee)					
Lakshmi Venkatachalam Family Trust(M M Venkatachalam&Lakshmi Venkatachalam are trustees of trust)	53800	2.20	53800	2.20	-
M M Venkatachalam (Trustee)					
MV MUTHIAH FAMILY TRUST (M M VENKATACHALAM & M V MUTHIAH HOLDS SHARES ON BEHALF OF THE TRUST)	56800	2.32	56800	2.32	-
M M Venkatachalam(HUF)	59500	2.44	59500	2.44	-
M V Subbiah	500	0.02	500	0.02	-
M V Seetha Subbiah	500	0.02	500	0.02	-
S Vellayan	500	0.02	500	0.02	-
M V Subbiah(HUF)					
M V SUBBIAH (Hold shares in the capacity as Kartha of HUF)	10538	0.43	10538	0.43	-
M V Subbiah (Trustee)					
Shambo Trust (M V Subbiah & S Vellayan are trustees of the trust)	276500	11.32	276500	11.32	-
A Venkatachalam	54151	2.22	54151	2.22	-
Arun Venkatachalam	100200	4.10	100200	4.10	-
Meyyammai Venkatachalam	1300	0.05	1300	0.05	-
M M Venkatachalam (Kadamane Estates Company)	102	0.00	102	0.00	-
M.V.Subbiah (as partner of a firm)					
Murugappa & Sons (M.V.Subbiah, M A Alagappan and M M Murugappan hold shares on behalf of the Firm)	221335	9.06	100	9.06	0.00
M A M Arunachalam	200500	8.21	200500	8.21	-
Sigapi Arunachalam	31626	1.29	31626	1.29	-
M A M Arunachalam (HUF)					
M A M ARUNACHALAM (in the capacity of Karta of HUF)	32000	1.31	32000	1.31	-

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AMBADI INVESTMENTS LIMITED
Notes forming part of the Financial Statements
(All amounts are in Indian Rupees in Lakhs unless otherwise stated)

M A M Arunachalam (Trustee)					
Arun Murugappan Children's Trust (MAM Arunachalam & Sigappi Arunachalam hold on behalf of trust)	25400	1.04	25400	1.04	-
Ambadi Enterprises Limited	800	0.03	800	0.03	-
Parry Murray & Company Limited	33500	1.37	33500	1.37	-
M A Alagappan Holdings Private Limited	41000	1.68	41000	1.68	-
AR Lakshmi Achi Trust	162	0.01	162	0.01	-
M.M.Muthiah Research Foundation	14534	0.59	14534	0.59	-
A M M Vellayan Sons Private Limited	187	0.01	187	0.01	-
M A Murugappan Holdings LLP	41000	1.68	41000	1.68	-
Total Promoter and Promoter Holding	2314609	94.74	2093374	94.74	0.00

12. Other Equity

Note - 13 Other equity	As at		As at
	September 30, 2025	March 31, 2025	
Capital Reserve	21,623.98	21,623.98	
Securities Premium Account	8,944.91	8,944.91	
Other Reserves			
Capital Redemption Reserve	2,802.27	2,802.27	
Statutory Reserve	19,158.00	19,158.00	
General Reserve	14,640.04	14,640.04	
Retained Earnings	36,293.57	34,569.61	
Other Comprehensive Reserve from Investments	1,534.00	1,370.55	
Total	1,04,996.77	1,03,109.36	

Nature and purpose of Reserves

12.1 Capital Reserve

Capital Reserve represents reserve created pursuant to scheme of Amalgamation

	As at	As at
	September 30, 2025	March 31, 2025
Capital Reserve		
Balance at the beginning of the year	21,623.98	21,623.98
Changes during the year	-	-
Balance at the end of the year	21,623.98	21,623.98

12.2 Securities Premium Account

Amounts received on issue of shares in excess of the par value has been classified as securities premium.

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AMBADI INVESTMENTS LIMITED
Notes forming part of the Financial Statements
(All amounts are in Indian Rupees in Lakhs unless otherwise stated)

	As at September 30, 2025	As at March 31, 2025
Securities Premium Account		
Balance at the beginning of the year	8,944.91	8,944.91
Changes during the year		
Balance at the end of the year	8,944.91	8,944.91

12.3 Capital Redemption Reserve

Represents the amount transferred for a sum equal to the nominal value of shares redeemed during prior years.

	As at September 30, 2025	As at March 31, 2025
Capital Redemption Reserve		
Balance at the beginning of the year	2,802.27	2,802.27
Changes during the year		
Balance at the end of the year	2,802.27	2,802.27

12.4 Statutory Reserve

Represents the Reserve Fund created under Section 45-IC of the Reserve Bank of India Act, 1934, Company is required to transfer an amount not less than 20 per cent of its net profit to this Reserve Fund before declaring any dividend.

	As at September 30, 2025	As at March 31, 2025
Statutory Reserve		
Balance at the beginning of the year	19,158.00	18,108.00
Amount transferred from Retained Earnings	-	1,050.00
Balance at the end of the year	19,158.00	19,158.00

12.5 General Reserve

The Company has transferred a portion of the net profit of the Company before declaring dividend to general reserve pursuant to the earlier provision of Companies Act, 1956. Under the Companies Act, 2013, transfer to general reserve is not mandatory.

	As at September 30, 2025	As at March 31, 2025
General Reserve		
Balance at the beginning of the year	14,640.04	14,640.04
Changes during the year		
Balance at the end of the year	14,640.04	14,640.04

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AMBADI INVESTMENTS LIMITED
Notes forming part of the Financial Statements
(All amounts are in Indian Rupees in Lakhs unless otherwise stated)

12.6 Retained Earnings

Retained earnings comprises of prior years' undistributed earnings after taxes along with current year profit, net of dividends declared and dividend distribution tax thereon.

	As at September 30, 2025	As at March 31, 2025
Retained Earnings		
Balance at the beginning of the year	34,569.61	33,398.54
Profit for the year	3,189.77	5,152.69
Less:		
Transfer to Statutory Reserve		(1,050.00)
Dividend - Equity	(1,465.81)	(2,931.62)
Balance at the end of the year	36,293.57	34,569.61

12.7 Other Comprehensive Reserve from Investments

Represents the cumulative gains and loss arising from fair valuation of the equity instruments measured at the fair value through OCI, net of amounts reclassified to retained earnings when the investments have been disposed off.

	As at September 30, 2025	As at March 31, 2025
Other Comprehensive Reserve from Investments		
Balance at the beginning of the year	1,370.55	271.22
Changes during the year	163.45	1,099.33
Balance at the end of the year	1,534.00	1,370.55

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AMBADI INVESTMENTS LIMITED

Notes forming part of the Financial Statements

(All amounts are in Indian Rupees in Lakhs unless otherwise stated)

13. Revenue from Operation

	For the Period	
	April 01, 2025	Year Ended
	to September	March 31, 2025
	30, 2025	
Dividend Income from		
-Subsidiaries	57.66	57.66
-Associates	3,591.87	5,719.65
-Others	2.32	5.15
Preference Dividend Income from Subsidiaries		
-Mutual Funds	22.56	35.04
Total	- (A)	3,674.41
Net Gain on Fair Value Changes		5,817.50
Interest Income from Investments- Bonds - (B)	331.50	631.42
Net Gain / (Loss) on Financial Instruments at Fair Value through Profit or Loss		
-Investment in Bonds/ Securities	(112.86)	-
-Investment in Mutual Funds	81.05	93.67
Total	- (B)	(31.81)
Fair Value Changes :		93.67
Realised	76.59	44.19
Unrealised	4.46	49.48
Income Amortized on Preference shares - (C)		
Total (A) + (B)+ (c)	3,974.10	6,542.59

Note 15. Other Income	For the Period	
	April 01, 2025	Year Ended to September 30, 2025
Interest Income		43.67
Others	0.05	-
	0.05	43.67

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AMBADI INVESTMENTS LIMITED
Notes forming part of the Financial Statements
(All amounts are in Indian Rupees in Lakhs unless otherwise stated)

Note 16. Other Expenses	For the Period		
	April 01, 2025	Year Ended	
	to September	March 31, 2025	
	30, 2025		
Travelling and Conveyance	0.07	1.50	
Bank Charges	-	0.11	
Printing, Stationery & Communication	1.53	1.99	
Auditors' Remuneration	15.60	25.08	
Professional & Legal Expenses	105.89	766.64	
Sitting Fees to Directors	15.69	29.26	
Micellaeneous Expenses	0.07	0.41	
Expenditure on Corporate Social Responsibility	0.14	-	
Rates and Taxes , Filing fee & Folio Maintenance Charges	5.65	1.25	
Brokerage Expenses	8.62	0.24	
	153.26	826.48	

Note 17 : Earnings Per Share

Particulars	As at 30 September, 2025	As at 31 March, 2025
Profit after tax (₹. in lakhs)	3,189.77	5,152.69
Weighted average number of shares outstanding	24,43,022	24,43,022
Earnings Per Share (of ₹.10/- each) – Basic (₹.)	130.57	210.91
Earnings Per Share (of ₹.10/- each) – Diluted (₹.)	130.57	210.91

Note: 18 The Company has reclassified / regrouped previous year figures to conform this year's classification.

For and On behalf of the Board


M M Murugappan
 Director
 DIN No: 00170478

Date: 29th October, 2025

For Ambadi Investments Limited


 M M Murugappan
 Authorized Signatory.

REPORT ADOPTED BY THE BOARD OF DIRECTORS (“BOARD”) OF MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED (“COMPANY” OR “MWTSPL”) EXPLAINING THE EFFECT OF THE SCHEME ON EACH CLASS OF SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTER AND NON-PROMOTER SHAREHOLDERS IN ACCORDANCE WITH SECTION 232(2)(c) OF THE COMPANIES ACT, 2013 (“REPORT”) AT ITS MEETING HELD ON 29 OCTOBER 2025 AT 11:00 AM (INDIAN STANDARD TIME) AND CONCLUDED AT 12:00 PM (INDIAN STANDARD TIME)

Background:

1. The Board of Directors of the Company had approved the composite scheme of arrangement (“Scheme”) under Sections 230 to 232 of the Companies Act, 2013 (“Companies Act”) amongst Ambadi Investments Limited (“AIL”), the Company, Parry Enterprises India Limited (“PEIL”), Ambadi Enterprises Limited (“AEL”) and their respective shareholders and creditors, at its meeting held on 29 October 2025.

(AIL, MWTSPL, PEIL, and AEL are collectively referred to as “Companies”)

2. The Company is a part of the Murugappa group of companies and AIL holds the entirety of the share capital of MWTSPL. The proposed amalgamations and demergers contemplated under the Scheme (outlined in paragraph 3 below) are pursuant to an intra-group restructuring of the Murugappa group.
3. The Scheme provides, *inter alia*, for:
 - (i) the amalgamation of MWTSPL, a wholly owned subsidiary of AIL, with AIL (“MWTSPL Amalgamation”);
 - (ii) the demerger of certain businesses of PEIL into AIL (“PEIL Demerger”);
 - (iii) the demerger of certain businesses of AEL into AIL (“AEL Demerger”);
 - (iv) the amalgamation of the remaining business of AEL with PEIL (“AEL Amalgamation”); and
 - (v) various other matters consequential or integrally connected with the above.

The Company is not a party to PEIL Demerger, AEL Demerger, and AEL Amalgamation.

4. The Scheme would be in compliance with the relevant provisions of the Income-tax Act, 1961, including Sections 2(1B) and 2(19AA) thereof.
5. The Scheme would be filed for sanction in National Company Law Tribunal (“NCLT”), Chennai as the registered office of the Companies is in Chennai.
6. This Report has been adopted by the Board in connection with the said Scheme.

For Murugappa Water Technology and Solutions Pvt Ltd

A. Venkatachalam
(Director)



murugappa

7. In terms of Section 232(2)(c) of the Act, this Report, explaining the effect of the Scheme on each class of shareholders, key managerial personnel ("KMP"), promoter and non-promoter shareholders, is required to be circulated for the meetings ordered by the NCLT.
8. For the purpose of making this Report, the Board has considered and taken on record the following documents:
 - (i) draft Scheme; and
 - (ii) the certificate dated 29th October 2025 issued by Brahmayya & Co, the statutory auditor, of the Company certifying that there is no relevant accounting treatment in the Scheme on account of the Company ceasing to exist pursuant to its amalgamation with AIL was placed before the Board, for its consideration, in connection with the Scheme.
9. As AIL's entire shareholding in the Company will be cancelled pursuant to the MWTSPL Amalgamation, no valuation report was required or obtained for the same.

Report

A. Rationale of the Scheme:

1. The MWTSPL Amalgamation, PEIL Demerger and AEL Demerger are collectively proposed with an intent to rationalise the group holding structure and increase operational efficiency. Specifically:
 - (i) the benefit of consolidation of financial resources, management and leadership leading to improved internal systems, enhanced business oversight and greater operational efficiency being available;
 - (ii) combining the identified businesses and operations of MWTSPL, the Company, and PEIL into AIL will contribute to the profitability of AIL by rationalization of management, strategy and administrative structures;
 - (iii) the transactions will significantly avoid multiplicity of legal and regulatory compliance requirements thereby resulting in reduction of administrative and operational costs and overheads; and
 - (iv) the transactions would lead to creation of value to various stakeholders of the Companies, as the combined business would benefit from an increase in scale and wider products and services portfolio.

B. Effect of the Scheme on each class of equity shareholders (promoter and non-promoter shareholders) and key managerial personnel of the Company:

S. NO.	CATEGORY OF STAKEHOLDER	EFFECT OF THE SCHEME ON THE STAKEHOLDERS	
1.	Shareholders	(i)	The Company has only two equity shareholders (being AIL and its nominee shareholder(s)). The Company has no other class of shareholders.

S. NO.	CATEGORY OF STAKEHOLDER	EFFECT OF THE SCHEME ON THE STAKEHOLDERS
		<p>(ii) The Company is a wholly owned subsidiary of AIL. Upon effectiveness of the Scheme, the equity shares of the Company held by AIL and its nominee shareholder(s), shall stand cancelled, in the manner set out in the Scheme.</p> <p>(iii) No new shares are to be issued or payment to be made in cash or in kind by the Company to AIL in connection with the MWTSPL Amalgamation.</p>
2.	Promoter(s) and Non-Promoter Shareholders	The Company is a wholly owned subsidiary of AIL and therefore, the Promoter of the Company is AIL. Upon effectiveness of the Scheme, the equity shares of the Company held by AIL and its nominee shareholder(s), shall stand cancelled, in the manner set out in the Scheme.
3.	Key Managerial Personnel	<p>(i) Due to dissolution of the Company without winding up upon effectiveness of the Scheme, the Company will not exist upon effectiveness of the Scheme.</p> <p>(ii) The employees of the Company will become employees of AIL, however, the directors or KMP(s) of the Company will not become directors or KMP(s) of AIL merely by virtue of the provisions of the Scheme.</p>

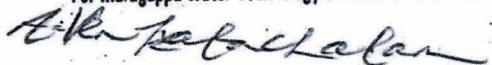
C. Difficulties in Valuation, if any:

Since no new shares are being issued by the Company to AIL in connection with the MWTSPL Amalgamation, there is no valuation involved.

The Board has adopted this Report after noting and considering the information set forth in this Report. The Board or any fully authorized committee by the Board is entitled to make relevant modifications to this Report, if required, and such modifications or amendments shall be deemed to form part of this Report.

For and on behalf of the Board of Directors of **Murugappa Water Technology and Solutions Private Limited**.

For Murugappa Water Technology and Solutions Pvt Ltd



(Director)

A Venkatachalam

Director

DIN: 00115568

Date: 29th October, 2025



STRICTLY PRIVATE & CONFIDENTIAL

October 27, 2025

The Board of Directors
Ambadi Enterprises Limited
 Parry House, 5th Floor,
 No. 43, Moore Street,
 Chennai - 600 001, India

The Board of Directors
Ambadi Investments Limited
 Parry House, 5th Floor,
 No. 43, Moore Street,
 Chennai - 600 001, India

The Board of Directors
Parry Enterprises India Limited
 Dare House
 2 NSC Bose Road
 Chennai - 600 001, India

Dear Sir(s)/ Madam(s),

Re : Recommendation of

- (a) Fair equity share entitlement ratio for the proposed demerger of 'PEIL Undertaking' of Parry Enterprises India Limited into Ambadi Investments Limited;
- (b) Fair equity share entitlement ratio for the proposed demerger of 'AEL Undertaking' of Ambadi Enterprises Limited into Ambadi Investments Limited;
- (c) Fair equity share exchange ratio for the proposed amalgamation of Ambadi Enterprises Limited (post demerger of AEL Undertaking) into Parry Enterprises India Limited (post demerger of PEIL Undertaking).

We refer to the engagement letter dated October 03, 2025, whereby, SSPA & Co., Chartered Accountants (hereinafter referred to as 'SSPA' or 'Registered Valuer' or 'We') have been appointed by Parry Enterprises India Limited (hereinafter referred to as 'PEIL' or the 'Demerged Company 1'), Ambadi Enterprises Limited (hereinafter referred to as 'AEL' or the 'Demerged Company 2'), and Ambadi Investments Limited (hereinafter referred to as 'AIL' or the 'Resulting Company') (PEIL, AEL and AIL are hereinafter collectively referred to as 'the Companies' or the 'Client') to issue a report containing recommendation of the following:

- Fair equity share entitlement ratio for the proposed demerger of PEIL Undertaking (comprising of Food Business and Travel Business) of PEIL (hereinafter referred to as the 'PEIL Undertaking') into AIL; and



- Fair equity share entitlement ratio for the proposed demerger of AEL Undertaking (comprising of Home Business, Textile Business and Investment in shares of Parry Murray and Company Limited) of AEL (hereinafter referred to as the 'AEL Undertaking') into AIL
- Fair equity share exchange ratio for the proposed amalgamation of Residual AEL with Residual PEIL.

Further, the management of AEL, PEIL and AIL are hereinafter collectively referred to as the 'Management'.

1. SCOPE AND PURPOSE OF THIS REPORT

- 1.1 The Board of Directors of AEL, PEIL and AIL along with another group company viz., Murugappa Water Technology and Solutions Private Limited ('MWTSP') are considering to file a Composite Scheme of Arrangement (Demerger) and Amalgamation amongst AIL, MWTSP, PEIL and AEL and their respective shareholders and creditors under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (hereinafter collectively referred to as the 'Scheme').
- 1.2 The Scheme contains the following steps ("Proposed Restructuring"):
 - (i) Step 1: the amalgamation of MWTSP (a wholly owned subsidiary of AIL) with AIL, by way of merger by absorption and the cancellation of the equity shares of MWTSP held by AIL
 - (ii) Step 2: Demerger of PEIL Undertaking into AIL and issue of equity shares as consideration by AIL to the shareholders of PEIL (hereinafter referred to as 'Proposed Demerger 1')
 - (iii) Step 3: Demerger of AEL Undertaking into AIL and issue of equity shares as consideration by AIL to the shareholders of AEL (hereinafter referred to as 'Proposed Demerger 2')
 - (iv) Step 4: Amalgamation of AEL (post Proposed Demerger 2) into and with PEIL (Post Proposed Demerger 1) (hereinafter referred to as 'Proposed Amalgamation')
- 1.3 The Appointed Date of all the Steps contemplated under the Scheme is April 01, 2025 ('Appointed Date').
- 1.4 In consideration for the Proposed Demerger 1 and Proposed Demerger 2, equity shareholders of PEIL and of AEL would be issued equity shares of AIL and in consideration of the Proposed Amalgamation, equity shareholders of AEL would be issued equity shares of PEIL. The amalgamation of MWTSP (a wholly owned subsidiary of AIL) with AIL does not



require any valuation since it is an amalgamation of a wholly owned subsidiary with its parent company. Given the same, we have been appointed by the Companies to carry out the relative valuation of:

- (a) PEIL Undertaking, AEL Undertaking and AIL to recommend the fair equity share entitlement ratio(s) for the Proposed Demerger 1 and for Proposed Demerger 2; and
- (b) Residual AEL (post Proposed Demerger 2) and Residual PEIL (post Proposed Demerger 1) to recommend the fair equity share exchange ratio for the Proposed Amalgamation.

1.5 For the purpose of this valuation, the bases of value is 'Relative Value' and the valuation is based on 'Going Concern' premise. For the purpose of this valuation, September 30, 2025 has been considered as the 'Valuation Date'.

1.6 The report sets out our recommendation of the fair equity share entitlement ratio(s) for Proposed Demerger 1 and Proposed Demerger 2 and fair equity share exchange ratio for the Proposed Amalgamation and discusses the methodologies and approaches considered for arriving at the relative values of PEIL Undertaking, AEL Undertaking, Residual AEL, Residual PEIL and of AIL for the purpose of Proposed Restructuring.

2. BRIEF BACKGROUND

2.1. PARRY ENTERPRISES INDIA LIMITED

PEIL was incorporated in the year 1990. PEIL is engaged in the business of manufacture of polymer meshes which consists of extruded nets and knitted fabrics; membranes for advanced separation and concentration applications; trading of food intermediary products & packaged drinking water; renewable energy business and tours and travel business. The Company's registered office is located at Chennai. The Company is a part of the Murugappa Group.

As per the audited financial statements of the Demerged Company 1 for FY 2024-25, the issued, subscribed and paid-up equity share capital of the Demerged Company 1 as on March 31, 2025 is INR 6.96 crores

PEIL UNDERTAKING

PEIL Undertaking primarily comprises the businesses of: i) trading of food intermediary products and packaged drinking water ('Food Business'); and ii) tours and travel business ('Travel Business'), undertaken by the Demerged Company 1.



2.2. AMBADI ENTERPRISES LIMITED

AEL, incorporated on November 18, 1941, is primarily engaged into design and manufacturing for home textile retailers and brands, exports of design led textile floor and home furnishing products, which includes rugs, broadloom, cushions, wall hangings, furnishing fabrics. The Company is a part of the Murugappa Group, one of India's leading business conglomerates.

As per the audited standalone financial statement of the Demerged Company 2 for financial year ('FY') 2024-25, the issued, subscribed and paid-up equity share capital of the Demerged Company 2 as on March 31, 2025 is INR 0.48 crores.

AEL UNDERATKING

AEL Undertaking primarily comprises the business of: i) home furnishing products which mainly includes manufacturing of handcrafted designed cushions, throws, poufs, baskets and wall hangings ('Home Business') ii) manufacturing of textiles of various designs i.e. jacquard, dobby, cad embroidery, screen prints, block prints, digital printing ('Textile Business') and iii) investment in equity shares of Parry Murray and Company Limited ('PMCL').

2.3. AMBADI INVESTMENTS LIMITED

AIL is a Non-Deposit Accepting & Systemically Important Core Investment Company ('CIC-ND-SI') and has received a certificate of registration under Section 45-IA of the Reserve Bank of India Act, 1934. AIL neither holds nor accepts deposits from the public. AIL, an investment holding company, has strategic, long-term investments in the share capital of listed and unlisted companies of the Murugappa Group and derives its income mainly by way of dividends from these companies.

AIL is a part of the Murugappa Group.

As per the management certified provisional unaudited standalone financial statements of the Resulting Company for six months period ended September 30, 2025 ('6ME Sep25'), the issued, subscribed and paid-up equity share capital of the Resulting Company as on September 30, 2025 is INR 2.44 crores.

3. REGISTERED VALUER - SSPA & CO., CHARTERED ACCOUNTANTS

SSPA, is a partnership firm, located at 1st Floor, "Arjun" Building, Plot No. 6A, V. P. Road, Andheri (West), Mumbai - 400 058, India. SSPA is engaged in providing valuations and various other corporate consultancy services.



We are a firm of practising Chartered Accountants registered with The Institute of Chartered Accountants of India ('ICAI'). We are also registered with the Insolvency and Bankruptcy Board of India ('IBBI'), as a Registered Valuer for asset class – 'Securities or Financial Assets' with Registration No. IBBI/RV-E/06/2020/126.

4. SOURCES OF INFORMATION

The valuation exercise is based on the following information which has been received from the Management and any information available in the public domain:

- (a) Audited standalone financial statements of AEL, PEIL and AIL for FY 2024-25.
- (b) Management certified provisional standalone balance sheet and profit & loss statement of AIL for 6ME Sep25.
- (c) Management certified statement of assets and liabilities of AEL Undertaking and of PEIL Undertaking as at March 31, 2025 and profit and loss statement of AEL Undertaking and of PEIL Undertaking for FY 2024-25.
- (d) Management certified provisional balance sheet as at March 31, 2025 and profit & loss statement for FY 2024-25 of Residual AEL (post Proposed Demerger 2) and of Residual PEIL (post Proposed Demerger 1).
- (e) Financial projections comprising of profit & loss statement, statement of working capital requirements and capital expenditure requirements of AEL Undertaking, PEIL Undertaking and Residual PEIL from FY 2025-26 to FY 2027-28, as provided by the management.
- (f) Draft Composite Scheme of Arrangement (Demerger) and Amalgamation.
- (g) Discussions with the Management on various issues relevant to valuation including prospects and outlook of the business, expected growth rate, and other relevant information relating to future expected profitability, etc.
- (h) Such other information and explanations as we required and which have been provided by the Management including Management Representations.

5. PROCEDURES ADOPTED AND VALUATION METHODS FOLLOWED

In connection with this engagement, we have adopted the following procedures to carry out the valuation:

- Obtained financial and qualitative information from the Management.
- Used data available in public domain related to the Companies and its peers.



- Discussions with the Management to understand the business and fundamental factors that affect company's earning-generating capability including historical financial performance and future outlook.
- Reviewed publicly available market data.
- Analysis of comparable companies using information available in public domain and / or proprietary database subscribed by us.
- Selection of well accepted valuation methodologies as considered appropriate by us.
- Arriving at the recommendation.

6. SCOPE LIMITATIONS, ASSUMPTIONS, QUALIFICATIONS, EXCLUSIONS, AND DISCLAIMERS

- 6.1. This report is subject to the scope and limitations detailed hereinafter. As such the report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to herein and in the context of the purpose for which it is made. Further, our report on the recommendation of fair equity share entitlement ratio(s) and equity share exchange ratio for the Proposed Restructuring is in accordance with ICAI Valuation Standards 2018 issued by The Institute of Chartered Accountants of India.
- 6.2. Valuation is not a precise science and the conclusions arrived at will be subjective and dependent on the exercise of individual judgment. There is, therefore, no indisputable single value. While we have provided an assessment of value by applying certain formulae which are based on the information available, others may place a different value.
- 6.3. The report assumes that the Companies comply fully with relevant laws and regulations applicable in its area of operations and usage unless otherwise stated, and that the Companies will be managed in a competent and responsible manner. Further, as specifically stated to the contrary, this report has given no consideration to matters of a legal nature, including issues of legal title and compliance with local laws, and litigations and other contingent liabilities that are not recorded/reflected in the balance sheet provided to us.
- 6.4. The draft of the present report was circulated to the Management (excluding the recommended fair equity share entitlement ratio(s) and fair equity share exchange ratio) for confirming the facts stated in the report and to confirm that the information or facts stated are not erroneous.



6.5. Valuation analysis and results are specific to the purpose of valuation and the Valuation Date mentioned in the report and is as per agreed terms of our engagement.

6.6. For the purpose of this exercise, we were provided with both written and verbal information including information detailed hereinabove in para 'Sources of Information'. Further, the responsibility for the accuracy and completeness of the information provided to us by the Management and / or auditors / consultants, is that of the Management. Also, with respect to explanations and information sought from the Companies, we have been given to understand by the Management that they have not omitted any relevant and material information about AIL, AEL Undertaking, PEIL Undertaking, Residual AEL, Residual PEIL and the Companies. The Management have indicated to us that they have understood that any omissions, inaccuracies or misstatements may materially affect our valuation analysis/conclusions.

6.7. Our work does not constitute an audit, due diligence, or certification of these information referred to in this report including information sourced from public domain. Accordingly, we are unable to and do not express an opinion on the fairness or accuracy of any financial information referred to in this report and consequential impact on the present exercise. However, we have evaluated the information provided to us by the Management through broad inquiry, analysis, and review. However, nothing has come to our attention to indicate that the information provided / obtained was materially misstated / incorrect or would not afford reasonable grounds upon which to base the report.

6.8. Our valuation is based on the estimates of future financial performance as projected by the Management, which represents their view of reasonable expectation at the point of time when they were prepared, after giving due considerations to commercial and financial aspects of the AEL Undertaking, PEIL Undertaking and Residual PEIL and the industry in which the AEL Undertaking, PEIL Undertaking, Residual PEIL operates. But such information and estimates are not offered as assurances that the particular level of income or profit will be achieved, or events will occur as predicted. Actual results achieved during the period covered by the prospective financial statements may vary from those contained in the statement and the variation may be material. The fact that we have considered the projections in this exercise of valuation should not be construed or taken as our being associated with or a party to such projections.

6.9. We have relied on data from external sources also to conclude the valuation. These sources are believed to be reliable and therefore, we assume no liability for the truth or accuracy



of any data, opinions, or estimates furnished by others that have been used in this analysis. Where we have relied on data, opinions, or estimates from external sources, reasonable care has been taken to ensure that such data has been correctly extracted from those sources and/or reproduced in its proper form and context.

- 6.10. A valuation of this nature involves consideration of various factors including those impacted by prevailing market trends in general and industry trends in particular. This report is issued on the understanding that the Management has drawn our attention to all the matters, which they are aware of concerning the financial position of AIL, AEL Undertaking, PEIL Undertaking, Residual AEL, Residual PEIL and the Companies and any other matter, which may have an impact on our opinion, on the value of AIL, AEL Undertaking, PEIL Undertaking, Residual AEL and Residual PEIL including any significant changes that have taken place or are likely to take place in the financial position of the AIL, AEL Undertaking, PEIL Undertaking, Residual AEL, Residual PEIL and the Companies. Events and transactions occurring after the date of this report may affect the report and assumptions used in preparing it and we do not assume any obligation to update, revise or reaffirm this report.
- 6.11. We are independent of the Companies and have no current or expected interest in AEL Undertaking, PEIL Undertaking, Residual AEL, Residual PEIL and the Companies or their assets. The fee paid for our services in no way influenced the results of our analysis.
- 6.12. Our report is not, nor should it be construed as our opining or certifying the compliance with the provisions of any law including companies, competition, taxation, and capital market related laws or as regards any legal implications or issues arising in India or abroad from the Proposed Demerger.
- 6.13. Any person / party intending to provide finance / divest/ invest in the shares/convertible instruments / business of AEL Undertaking, PEIL Undertaking, Residual AEL, Residual PEIL and / or the Companies shall do so after seeking their own professional advice and after carrying out their own due diligence procedures to ensure that they are making an informed decision.
- 6.14. The decision to carry out the Proposed Restructuring (including consideration thereof) lies entirely with the parties concerned and our work and our finding shall not constitute a recommendation as to whether or not the parties should carry out the Proposed Restructuring.



6.15. Our Report is meant for the purpose mentioned in Para 1 only and should not be used for any purpose other than the purpose mentioned therein. It is exclusively for the use of the Companies and may be submitted to regulatory / statutory authority for obtaining requisite approvals. The Report should not be copied or reproduced without obtaining our prior written approval for any purpose other than the purpose for which it is prepared. In no event, regardless of whether consent has been provided, shall SSPA assume any responsibility to any third party to whom the report is disclosed or otherwise made available.

6.16. SSPA nor its partners, managers, employees make any representation or warranty, express or implied, as to the accuracy, reasonableness, or completeness of the information, based on which the valuation is carried out. We owe responsibility only to the Client that have appointed us under the terms of the engagement letter. We will not be liable for any losses, claims, damages, or liabilities arising out of the actions taken, omissions, or advice given by any other person. In no event shall we be liable for any loss, damages, cost, or expenses arising in any way from fraudulent acts, misrepresentations, or wilful default on part of the Client, their directors, employees, or agents.

7. VALUATION APPROACH AND METHODOLOGIES

7.1. For the purpose of valuation, generally following approaches can be considered, viz,

- (a) the 'Cost' Approach;
- (b) the 'Market' Approach; and
- (c) the 'Income' Approach;

Each of the aforesaid approaches proceeds on different fundamental assumptions which have greater or lesser relevance and at times even no relevance, to a given situation. Thus, the approach to be adopted for a particular valuation exercise must be judiciously chosen.

7.2. COST APPROACH

The 'Cost' Approach reflects the amount that would be required currently to replace the service capacity of an asset; often referred to as current replacement cost. In certain situations, historical cost of the asset may be considered where it is appropriate considering the nature of the asset.

In the present case, the business of AEL Undertaking, PEIL Undertaking and Residual PEIL are intended to be continued on a 'going concern basis' and there is no intention to dispose-off the assets, therefore the 'Cost' Approach is not adopted for the present



valuation exercise.

Further, AIL is a holding company of Murugappa Group with investments in various group and non-group entities. We have been informed by the Management that its investments in the Murugappa Group companies are strategic in nature and there is no intention to exit any of these group companies in the foreseeable future. Therefore, Cost Approach has not been adopted for the present valuation exercise of AIL.

Residual AEL (post Proposed Demerger 2) would not have any significant business operations, hence equity shares of the Residual AEL have been valued using Net Assets Value ('NAV') Method under 'Cost' Approach.

7.2.1. NET ASSETS VALUE METHOD

The value of assets and liabilities of Residual AEL is considered based on the management certified provisional statement of assets and liabilities of Residual AEL (post Proposed Demerger 2) as on March 31, 2025, to arrive at the net assets value.

To the value so arrived, appropriate adjustments have been made for contingent liabilities and value of investments after considering tax impact wherever applicable to arrive at the adjusted net assets value.

The adjusted net assets as arrived above is divided by the outstanding number of equity shares of AEL as on the Valuation Date to arrive at the value per equity share of Residual AEL.

7.3. MARKET APPROACH

7.3.1. The 'Market' Approach uses prices and other relevant information generated by market transactions involving identical or comparable assets, liabilities or a group of assets and liabilities, such as a business.

Under the 'Market' Approach, the valuation is based on the following:

- market price of the shares of a company in case such shares are listed ('Market Price Method'); and / or
- prices paid in transaction(s) of subject asset to be valued or transaction multiples derived from prices paid in transaction(s) of comparable companies ('Comparable Transaction Multiple Method'); and / or
- market multiples derived from prices of comparable listed companies ('Comparable Companies' Multiple Method').



In the present case, the equity shares of AEL, PEIL and AIL are not listed on any stock exchanges. Therefore, Market Price Method has not been adopted. Further, sufficient and reliable details of comparable transactions are not available in public domain. Therefore, Comparable Transaction Multiple Method is not adopted for the present valuation exercise.

Further, there are no exactly comparable listed companies in India with characteristics and parameters similar to that of the AEL Undertaking, PEIL Undertaking, Residual AEL and Residual PEIL and therefore, Comparable Companies Multiple Method is not adopted for the present valuation exercise of AEL Undertaking, PEIL Undertaking, Residual AEL and Residual PEIL.

We have thought fit to consider Comparable Companies' Multiple ('CCM') Method for valuation of AIL under the 'Market' approach'.

7.3.2. COMPARABLE COMPANIES' MULTIPLE METHOD

Under CCM method, the value of AIL is determined by using multiples derived from valuations of listed comparable companies. This valuation is based on the principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation. Relevant multiples need to be chosen carefully and adjusted for material differences, if any. Various multiples viz. Enterprise Value ('EV') to Revenue Multiple, EV to Earnings before Interest, Tax, Depreciation and Amortization ('EBITDA') (EV/EBITDA) Multiple, Price to Book Value ('P/BV') Multiple etc. can be used depending upon the nature of the business of the company being valued.

In the present case, Price to Adjusted Book Value Multiple of comparable listed companies are used to arrive at equity value of AIL.

The equity value as arrived above is divided by the outstanding number of equity shares of AIL to arrive at the value per equity share of AIL.

7.4. INCOME APPROACH

7.4.1. The Discounted Cash Flow ('DCF') method values the business by discounting its free cash flows for the explicit forecast period and the perpetuity value thereafter. The free cash flows represent the cash available for distribution to both the owners and the creditors of the business. The free cash flows are discounted by Weighted Average Cost of Capital ('WACC'). The WACC represents the returns expected by the investors of both debt and equity, weighted for their relative funding in the entity. The present value of the free cash



flows during the explicit period and the perpetuity value indicates the value of the business.

- 7.4.2. As mentioned in para 2.3, AIL is registered as a CIC-ND-SI and operates as an Investment Holding Company. Further, dividend from investments is the primary source of income for AIL. Considering the same, it is difficult to reasonably estimate the future cash flows of AIL. Therefore, the Income Approach has not been adopted for the present valuation exercise of AIL. Further, Residual AEL (post Proposed Demerger 2) would not have any significant business operations, hence the Income Approach cannot be applied for the valuation exercise.
- 7.4.3. Under 'Income' Approach, AEL Undertaking, PEIL Undertaking and Residual PEIL have been valued using DCF Method.
- 7.4.4. Under DCF method, the projected free cash flows from business operations, after considering fund requirements for projected capital expenditure and incremental working capital, are discounted at the Weighted Average Cost of Capital ('WACC'). The sum of the discounted value of such free cash flows and discounted value of perpetuity is the value of AEL Undertaking, PEIL Undertaking and Residual PEIL.
- 7.4.5. The free cash flows represent the cash available for distribution to both the owners and the creditors of the business. The free cash flows are determined by adding back to earnings before tax (i) interest on loans, if any, (ii) depreciation and amortizations (non-cash charge) and (iii) any non-operating item. The cash flow is adjusted for outflows on account of (i) capital expenditure, (ii) incremental working capital requirements and (iii) tax.
- 7.4.6. WACC is considered as the most appropriate discount rate in the DCF Method, since it reflects both the business and the financial risk of the company. In other words, WACC is the weighted average of cost of equity and cost of debt of the respective undertaking(s) / company.
- 7.4.7. To the value so arrived, appropriate adjustments (as may be applicable) have been made for contingent liabilities, loan funds, value of investments, cash and cash equivalents and other assets and liabilities, if any, after considering tax impact wherever applicable to arrive at the equity value.
- 7.4.8. The equity value as arrived above is divided by outstanding number of equity shares of AEL, PEIL to arrive at the value per equity share of the AEL Undertaking, PEIL Undertaking and Residual PEIL.



8. RECOMMENDATION

8.1. The fair basis of demerger of PEIL Undertaking and AEL Undertaking into AIL and subsequent amalgamation of Residual AEL (post Proposed Demerger 2) with Residual PEIL (post Proposed Demerger 1) would have to be determined after taking into consideration all the factors and methodologies mentioned hereinabove. Our exercise is to work out relative value of AIL, AEL Undertaking, PEIL Undertaking, Residual AEL and Residual PEIL to facilitate the determination of fair equity share entitlement ratio(s) and fair equity share exchange ratio.

8.2. As mentioned above, we have considered NAV Method under 'Cost' Approach for arriving at the relative value of Residual AEL, CCM Method under 'Market' approach for arriving at the relative value of AIL and DCF Method under 'Income' approach for arriving at the relative value of the AEL Undertaking, PEIL Undertaking and Residual PEIL.

8.3. Accordingly, the fair equity share entitlement ratio(s) and fair equity share exchange ratio for the Proposed Restructuring has been arrived on the basis of a relative valuation of AIL, AEL Undertaking, PEIL Undertaking, Residual AEL and Residual PEIL based on the approaches explained herein earlier and considering various qualitative factors relevant to the companies and the business dynamics and growth potential of the businesses, having regard to information base, management representation and perceptions, key underlying assumptions and limitations.

8.4. In the ultimate analysis, valuation will have to involve the exercise of judicious discretion and judgment taking into account all the relevant factors. There will always be several factors, e.g. present and prospective competition, the yield on comparable securities and market sentiments, etc., which are not evident from the face of the balance sheets but which will strongly influence the worth of a share. This concept is also recognized in judicial decisions. For example, Viscount Simon Bd in Gold Coast Selection Trust Ltd. vs. Humphrey reported in 30 TC 209 (House of Lords) and quoted with approval by the Supreme Court of India in the case reported in 176 ITR 417 as under:

'If the asset takes the form of fully paid shares, the valuation will take into account not only the terms of the agreement but a number of other factors, such as prospective yield, marketability, the general outlook for the type of business of the company which has allotted the shares, the result of a contemporary prospectus offering similar shares for subscription, the capital position of the company, so forth. There may also be an element of value in the fact that the holding of the shares gives control of the company. If the asset



is difficult to value, but is nonetheless of a money value, the best valuation possible must be made. Valuation is an art, not an exact science. Mathematical certainty is not demanded, nor indeed is it possible.'

8.5. In light of the above and on consideration of all the relevant factors and circumstances as discussed and outlined hereinabove earlier in this report, we recommend the following fair equity share entitlement ratio(s) and fair equity share exchange ratio for the Proposed Restructuring:

For Proposed Demerger of PEIL Undertaking of PEIL into AIL

1 (One) equity share of AIL of INR 10 each fully paid for every 671 (Six Hundred and Seventy-One) equity shares of PEIL of INR 10 each fully paid up.

For Proposed Demerger of AEL Undertaking of AEL into AIL

20 (Twenty) equity shares of AIL of INR 10 each fully paid for every 179 (One Hundred and Seventy-Nine) equity shares of AEL of INR 10 each fully paid up.

For Proposed Amalgamation of Residual AEL (post Proposed Demerger 2) with Residual PEIL (post Proposed Demerger 1)

99 (Ninety-Nine) equity shares of PEIL of INR 10 each fully paid for every 1 (One) equity share of AEL of INR 10 each fully paid up.

Thanking you,
Yours faithfully,

For SSPA & CO.
Chartered Accountants
ICAI Firm registration number: 128851W
IBBI Registered Valuer No.: IBBI/RV-E/06/2020/126

Parag S. Ved



Parag Ved
Partner
Registered Valuer No.: IBBI/RV/06/2018/10092
ICAI Membership No. 102432
UDIN: 25102432BmK R1G4698
Place: Mumbai

To

The Board of Directors
Murugappa Water Technology and Solutions Private Limited,
Parry House, 43 Moore Street,
Chennai, 600001, Tamil Nadu

October 29, 2025

Statutory Auditor's Certificate in relation to accounting treatment in the books of Murugappa Water Technology and Solutions Private Limited (Amalgamating Company 1) for the amalgamation of Murugappa Water Technology and Solutions Private Limited into and with Ambadi Investments Limited (Amalgamated Company 1) as specified in the Proposed Composite Scheme of Arrangement (Demerger) and Amalgamation ("Scheme") amongst Ambadi Investments Limited, Murugappa Water Technology and Solutions Private Limited, Parry Enterprises India Limited and Ambadi Enterprises Limited and their respective shareholders and creditors pursuant to Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.

1. This certificate is issued in accordance with the terms of our engagement letter dated October 24, 2025.
2. We, Brahmayya & Co, the statutory auditors of Murugappa Water Technology and Solutions Private Limited ("MWTSPL"), have been requested by the management of MWTSPL ("the Company" or "Amalgamating Company 1") to issue a certificate in relation to the accounting treatment specified in Clause 19.9 of Part C of the Scheme for the amalgamation of MWTSPL (Amalgamating Company 1) into and with Ambadi Investments Limited (Amalgamated Company 1), as reproduced in Annexure A to this certificate, in terms of the provisions of Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 ("the Act") with reference to its compliance with the applicable Indian Accounting Standards ("Ind AS") prescribed under Section 133 of the Act read with relevant Rules issued thereunder and other Generally Accepted Accounting Principles in India.
3. The Scheme is subject to requisite approvals as mentioned in Clause 69 of the Scheme. The appointed date for the purpose of the Scheme is 1 April 2025.

Management's Responsibility

4. The preparation of the accounting treatment in the Scheme as reproduced in the Annexure and its compliance with the relevant provision of the Act, laws and regulations, including the applicable Ind AS read with the Rules made, issued thereunder and the Generally Accepted Accounting Principles in India is the responsibility of the Board of Directors of the companies involved, including the preparation and maintenance of all accounting and other relevant supporting records and documents.
5. This responsibility includes the design, implementation, and maintenance of internal control relevant to the preparation and presentation of the accounting treatment in the Scheme as reproduced in Annexure and applying an appropriate basis of preparation and making estimates that are reasonable in the circumstances.
6. The Company's management is also responsible for ensuring that the Company complies with the requirements of Companies Act, 2013 and providing all relevant information with respect to the Scheme to the NCLT.



Auditor's Responsibility

7. Pursuant to the requirements of provisions of Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013, our responsibility is to provide a reasonable assurance on whether the accounting treatment specified in Clause 19.9 of Part C of the Scheme and as reproduced in Annexure to this certificate is in conformity with the Ind AS prescribed under Section 133 of the Act read with the rules issued thereunder and other Generally Accepted Accounting Principles in India.
8. We conducted our examination of the accounting treatment referred to in Clause 19.9 of Part C of the Scheme and as reproduced in Annexure in accordance with the Guidance Note on Reports or Certificates for Special Purposes ('Guidance Note') issued by the Institute of Chartered Accountants of India ('ICAI'). The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI.
9. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.

Opinion

10. As per Section 230 to 232 of the Act, the Scheme has to provide for the appointed date from which the Scheme shall be deemed to be effective. The Company has accordingly the appointed date as 1 April 2025 in the Scheme.

Based on our examination and according to the information and explanations given to us and appropriate representations obtained from the Company, the accounting treatment referred to in Clause 19.9 of the Scheme and as reproduced in Annexure to this certificate, initialled and stamped by us for the purpose of identification only, is in conformity with Ind AS 103 'Business Combinations i.e. the applicable Accounting Standards prescribed under Section 133 of the Act and other Generally Accepted Accounting Principles in India.

Restriction on use

11. This certificate is issued at the request of the Board of Directors of the Amalgamating Company 1 solely for the purpose of onward submission to NCLT and any other regulatory authority in relation to the Scheme pursuant to the requirements of Sections 230 to 232 of the Act and relevant Rules thereunder. Our certificate should not be used by any other person or for any other purpose. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.



For Brahmayya & Co.,
Chartered Accountants
Firm Regn. No. 000511S

P. Babu

P. Babu
Partner
Membership No. 203358
UDIN: 25203358BMINZL3021

Annexure to our certificate dated 29th October, 2025 issued to Murugappa Water Technology and Solutions Private Limited towards accounting treatment on proposed amalgamation scheme of Murugappa Water Technology and Solutions Private Limited with Ambadi Investments Limited

Annexure A

Extract of clause 19.9 in Part C of the Scheme

19.9. As the Amalgamating Company 1 shall stand dissolved without being wound up upon the Scheme becoming effective, there is no accounting treatment prescribed under this Scheme in the books of Amalgamating Company 1



Date: 06 March 2026

**BALLOT PAPER
OF MEETING OF SECURED CREDITORS OF
MURUGAPPA WATER TECHNOLOGY AND SOLUTIONS PRIVATE LIMITED
CONVENED BY NCLT, CHENNAI**

Time:11.00 A.M.

Venue: Parry House, 5th Floor, 43 Moore Street, Chennai, Tamil Nadu, India - 600001

Name of the Secured Creditor:	Address:
Name of the Representative/ Proxy:	Amount of outstanding dues as on 30 th September, 2025 (Rs. In Lakhs) :
Approval for the Composite Scheme of Arrangement amongst Ambadi Investments Limited and Murugappa Water Technology and Solutions Private Limited and Parry Enterprises India Limited and Ambadi Enterprises Limited and their respective Shareholders and Creditors.	
<input type="checkbox"/>	<input type="checkbox"/>
I hereby consent to the resolution	I hereby dissent to the resolution

Place: Chennai
Date: 06 March 2026

Signature of the Secured Creditor/Proxy/ Authorized Representative of the Secured Creditor

INSTRUCTIONS

Process and manner for the Secured Creditor opting to vote by using the Ballot paper:

1. Please complete and sign this Ballot paper and drop in the locked ballot box provided in the meeting hall of this meeting for voting purpose.
2. This Ballot Paper should be signed by the Secured Creditor/ proxy/ representative (duly authorised by the Secured Creditor).
3. Votes should be cast in case of the resolution separately either in favour or against by specifying the tick (✓) mark in the respective column provided in this Ballot Paper.
4. Unsigned, incomplete, improperly or incorrectly tick marked Ballot Papers will be rejected. The Ballot Papers will also be rejected if they are torn, mutilated or defaced which makes it difficult for the Company to identify whether the vote cast is in favour or against or if the signature cannot be verified with the available records.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, CHENNAI BENCH
COMPANY SCHEME APPLICATION NO. CA(CAA)/91/CHE/2025

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013
And

In the matter of Composite Scheme of Arrangement (Demerger) and Amalgamation amongst Ambadi Investments Limited and Murugappa Water Technology and Solutions Private Limited and Parry Enterprises India Limited and Ambadi Enterprises Limited and their respective Shareholders and Creditors ('the Scheme')

Murugappa Water Technology and Solutions Private Limited,
(CIN: U29309TN1993PTC025896)
a Company incorporated under the Companies Act, 1956, having its Registered Office at Parry House, 43 Moore Street Chennai – 600001, Tamil Nadu

... Second Applicant Company / Amalgamating Company 1

Form No.MGT-11

FORM OF PROXY

[Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules, 2014]

Name of the Secured Creditor	
Registered address	
Total amount of outstanding dues as on 30th September, 2025	

I/We, being the Secured Creditor of the above-named Company viz., Murugappa Water Technology and Solutions Private Limited, hereby appoint:

- 1) _____ of _____ having e-mail id _____ or failing him;
- 2) _____ of _____ having e-mail id _____ or failing him;
- 3) _____ of _____ having e-mail id _____ or failing him

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Secured Creditors meeting of the Company convened on the directions of the Division Bench (Court-I) of the National Company Law Tribunal ('the Tribunal') at Chennai, to be held on 06 March 2026 at Parry House, 5th Floor, 43 Moore Street, Chennai, Tamil Nadu, India - 600001 at 11.00 A.M. and at any adjournment thereof in respect of the proposal/resolution as indicated below:

Proposal/Resolution	Vote for*	Vote against*
Approval to the Composite Scheme of Arrangement (Demerger) and Amalgamation amongst Ambadi Investments Limited and Murugappa Water Technology and Solutions Private Limited and Parry Enterprises India Limited and Ambadi Enterprises Limited and their respective Shareholders and Creditors ('the Scheme').		

Signed this _____ day of _____ 2026

Signature of the Secured Creditor _____

Signature of proxy holder(s) _____

Notes:

Affix One
Rupee.
Revenue
Stamp

1. **This form of proxy in order to be effective should be duly completed and deposited at the registered office of the Company not less than 48 hours before the commencement of the meeting.**
2. A proxy need not be a Secured Creditor of the Company.
3. Alterations, if any made in the Form of Proxy should be initialled.
4. Appointing a proxy does not prevent a Secured Creditor from attending the meeting in person if he/she so wishes.
5. In case the appointer is a body corporate, the proxy form should be signed under its seal or be signed by an officer or an attorney duly authorized by it and an authenticated copy of such authorisation should be attached to the proxy form.
6. In case of multiple proxies, the proxy later in time shall be accepted.

ATTENDANCE SLIP

**MEETING OF THE SECURED CREDITORS OF THE COMPANY CONVENED ON THE
DIRECTIONS OF THE DIVISION BENCH (COURT I) OF THE NATIONAL COMPANY LAW
TRIBUNAL, CHENNAI,**

**TO BE HELD ON 06 MARCH 2026 AT PARRY HOUSE, 5TH FLOOR, 43, MOORE STREET,
CHENNAI, TAMIL NADU, INDIA - 600001**

**PLEASE COMPLETE THIS ATTENDANCE SLIP AND HAND IT OVER AT THE ENTRANCE OF
THE MEETING HALL**

Total amount of outstanding dues as on 30 th September, 2025	
Name and address of the Secured Creditor (in block letters)	
Name and address of the Proxy holder (in block letters) – <i>To be filled by the proxy attending instead of the Secured Creditor</i>	

I/We certify that I/We am/are Secured Creditor/proxy for the Secured Creditors of the Company.

I/ We hereby record my presence at the Secured Creditors meeting, convened pursuant to the Order dated 12 January 2026 of the Division Bench (Court I) of the National Company Law Tribunal ('the Tribunal') at Chennai, held on 06 March 2026 at Parry House, 5th Floor, 43 Moore Street, Chennai, Tamil Nadu, India - 600001 at **11.00 A.M.**

Secured Creditor's/ Proxy's name in **BLOCK** letters

Signature of Secured Creditor/Proxy

Notes:

1. Please fill in the attendance slip and hand it over at the entrance of the Meeting Hall.
2. Secured Creditor who come to attend the meeting are requested to bring their copy of the Notice and Scheme with them.

[Requesting the secured creditor/proxy to carry the original ID card on the day of the meeting]

