

ANNEXURE - C

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SCHEME OF AMALGAMATION

BETWEEN

NAPINO DIGITAL SOLUTIONS PRIVATE LIMITED

("NDS")

AND

**NAPINO AUTO AND ELECTRONICS LIMITED ("NAPINO
AUTO") AND THEIR RESPECTIVE SHAREHOLDERS**

AND CREDITORS

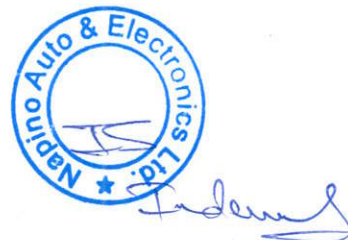
**(Under Section 230 to 232 and the other applicable
provisions of the Companies Act, 2013)**

I. PREAMBLE

This Scheme of Amalgamation between Napino Digital Solutions Private Limited ("NDS") and Napino Auto and Electronics Ltd ("Napino Auto") and their respective shareholders and creditors (hereinafter referred to as "Scheme") is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, and the rules and regulations made there under, for the merger of NDS into Napino Auto and their respective shareholders and creditors.

II. INTRODUCTION & RATIONALE OF THE SCHEME

Napino Auto, a public company incorporated under the provisions of Companies Act, 1956 on November 14, 1991 is primarily engaged in the business of manufacturing and supplying of automotive electronic products. Napino Auto is also engaged in manufacturing of Internet of Things



(IOT) products.

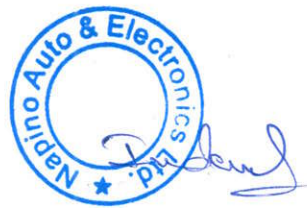
NDS, a private company incorporated under the provisions of Companies Act, 2013 on May 31,2021 is primarily engaged in the business of developing and selling software relating to Internet of Things (IOT) products.

Pursuant to the proposed merger, the management of the respective companies foresee the following benefits:

- a) Greater integration and financial strength for the amalgamated entity, which would result in maximizing overall shareholder value and will improve the financial position of the amalgamated entity;
- b) The amalgamation would lead to greater and efficient use of the available resources;
- c) Reduction of number of entities and administrative cost; and
- d) Simplification of group structure

III. PARTS OF THE SCHEME

Part A	Deals with definition of the terms used in this Scheme and share capital
Part B	Deals with the amalgamation of NDS into Napino Auto and other related matters
Part C	Deals with the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto

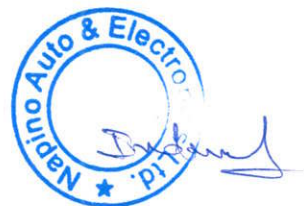


PART A - DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1 **“Act”** means the Companies Act, 2013 (including any statutory modifications(s) or re-enactment(s) thereof) and rules and regulations made thereunder, for the time being in force.
- 1.2 **“Appointed Date”** means 1st October, 2022 or such other date as may be fixed or approved by NCLT.
- 1.3 **“Board”** means the board of directors of NDS and Napino Auto as the context may require and shall include any committee constituted by such board of directors for the purposes of the Scheme.
- 1.4 **“Effective Date”** means the last of the dates on which all the conditions, matters and filings referred to in clause 16 of this Scheme have been fulfilled and necessary orders, approvals and consents referred to therein have been obtained.



References in this Scheme to the date of "coming into effect of this Scheme" or "upon coming into effect of this Scheme" or "effectiveness of this Scheme" or "on the Scheme becoming effective" or "upon the Scheme becoming effective" shall mean the Effective Date.



1.5 **“Napino Auto”** means Napino Auto and Electronics Limited (CIN: U34300HR1991PLC031470) incorporated under the provisions of Companies Act, 1956 having its registered office at Plot No. 7, Sector 3 IMT Manesar Gurugram, Gurgaon -122 050, Haryana, India.



1.6 **“NCLT” or “Tribunal”** means the bench/benches of the National Company Law Tribunal having jurisdiction over the registered offices of NDS and Napino Auto i.e. Chandigarh bench of National Company Law Tribunal and shall include, if applicable, such other forum or authority as may be vested with the powers of the NCLT under the Act.

1.7 **“NDS”** means Napino Digital Solutions Private Limited (CIN: U31904HR2021PTC095310) incorporated under the provisions of Companies Act, 2013 having its registered office at Plot No 7, Sector 3, IMT Manesar, Gurugram, Gurgaon – 122 051, Haryana, India.

1.8 **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Arrangement in its present form or with any modification(s) or amendment(s), if any made, as per clause 15 of the Scheme as approved or directed by the NCLT or any other appropriate authority.

All terms and words 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 laws, rules, regulations, byelaws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

Reference to clauses, recitals and schedules, unless otherwise provided, are to clauses, recitals, and schedules of and to this Scheme. The singular shall include the plural and vice versa.

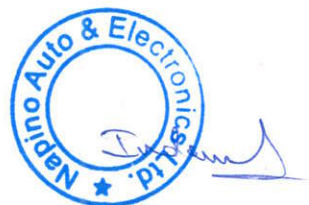
2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or made as per clause 15 of the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

3. SHARE CAPITAL

3.1 The authorized, issued, subscribed and paid-up share capital of Napino Auto as on the date of approval of Scheme by Board of Napino Auto is as under:

Share Capital	Amount (in Rs.)
Authorized share capital	
1,35,13,000 equity shares of Rs. 10/- each	13,51,30,000
4,87,000 equity shares of Rs.10 /- each	48,70,000
Total	14,00,00,000



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Issued, subscribed and paid-up share capital	
97,46,960 equity shares of Rs.10 /- each, fully paid up	9,74,69,600
Total	9,74,69,600

3.2 The authorized, issued, subscribed and paid-up share capital of NDS as per the audited financial statements as at 31st March, 2022 is as under:

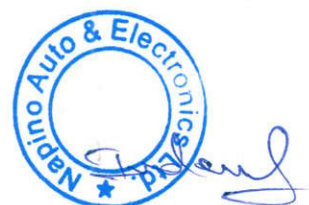
Share Capital	Amount (in Rs.)
Authorized share capital	
70,00,000 equity shares of Rs.10/-each	7,00,00,000
Total	7,00,00,000
Issued, subscribed and paid-up share capital	
63,00,000 equity shares of Rs.10/-each, fully paid up	6,30,00,000
Total	6,30,00,000

As on the date of this Scheme being approved by the Board of NDS, there has been no change in the authorized, issued, subscribed and paid-up share capital of NDS. Further, as on the date of approving this Scheme, the entire paid-up share capital of NDS is held by, or by a nominee for, Napino Auto.

PART B – AMALGAMATION OF NDS INTO NAPINO AUTO

4. TRANSFER AND VESTING


4.1 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme, the entire business and



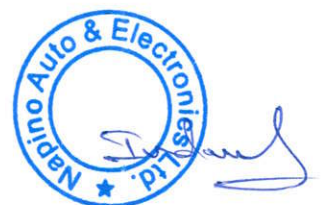
whole of the undertaking of NDS including all their properties and assets (whether movable or immovable, tangible or intangible, real or corporeal, in possession or reversion, present or contingent, of whatsoever nature), land and building, leasehold assets, all the debts, liabilities, duties and obligations of NDS, of every description and also including, without limitation, all the movable and immovable properties and assets of NDS comprising amongst others all plant and machinery, investments, business licenses, permits, authorizations, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits, approvals, advance and other truces paid to the authorities, brand names, trademarks, copy rights, lease, tenancy rights, statutory permissions, consents and registrations, approvals or powers of every kind and description, agreements shall, pursuant to the order of the NCLT, without any further act, instrument or deed, but subject to the charges affecting the same be transferred and/or deemed to be transferred to and vested in Napino Auto on a going concern basis so as to become the assets and liabilities of Napino Auto.

4.2 Without prejudice to the provisions of clause 4.1 above, in respect of such of the assets and properties of NDS, including cash in hand, capable of passing by manual delivery or by endorsement and delivery shall be so delivered or endorsed and delivered, as the case may be, and shall upon such delivery or endorsement and delivery, become the assets and properties of Napino Auto, without requiring any deed or instrument or conveyance for the same.

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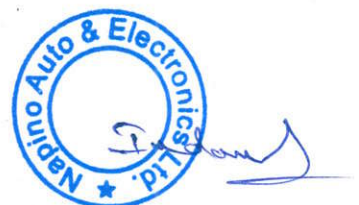
- 4.3 In respect of movable assets other than those specified in clause 4.2 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies, customers and other persons, the following methodology shall to the extent possible be followed.
- 4.4 Napino Auto shall give notice in such form as it may deem fit and proper to each person, debtor or depositor that pursuant to the NCLT having sanctioned this Scheme, the said debt, loan, advance or bank balance and deposit be paid to or made good to or held on account of Napino Auto and that the right of NDS to recover or realize the same stands extinguished.
- 4.5 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of NDS pertaining or relating to the business shall, without any further act, instrument or deed, be and stand transferred from NDS and transferred to and vested in or be deemed to be transferred to and vested in and assumed by Napino Auto so as to become as and from the Appointed Date, the debts, liabilities, contingent liabilities, duties and obligations of Napino Auto, pursuant to Sections 230-232 of the Act and any other relevant provisions of the Act and the order of the NCLT sanctioning the Scheme, and it shall not be



necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.

4.6 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, all permits, no objection certificates, contracts, permissions, approvals, consents, rights, entitlements, licenses including those relating to tenancies, leases, copyrights, intellectual property rights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to NDS or to the benefit of which NDS may be eligible and which are subsisting or having effect on the Effective Date, shall stand transferred to and vested in Napino Auto without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of Napino Auto upon the vesting and transfer of business pursuant to this Scheme, and shall be and remain in full force, operative and effectual for the benefit of Napino Auto, and may be enforced by Napino Auto as fully and effectually as if, instead of NDS, Napino Auto had been the original party or beneficiary or obligee thereto.


4.7 The transfer and/or vesting of the properties as aforesaid shall be subject to the charges, hypothecation and mortgages as on Appointed date but modified upto Effective date in respect of all the assets and properties or any part thereof of NDS.



Provided that the Scheme shall not operate to enlarge the security of any loan, deposit or facility created by or available to NDS which shall vest in Napino Auto by virtue of the Scheme and Napino Auto shall not be obliged to create any further or additional security therefore after coming into effect of this Scheme or otherwise.

4.8 For the avoidance of doubt and without prejudice to the generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name of the bank accounts of NDS have been replaced with that of Napino Auto, Napino Auto shall be entitled to maintain and operate the bank accounts of NDS in the name of NDS in so far as may be necessary including for presentation and disposition of cheques and pay orders that have been issued in the name of NDS. Upon the Scheme becoming effective, Napino Auto shall be entitled to maintain and operate all bank accounts and demat accounts related to NDS and all cheques, letters of credit and other negotiable instruments, drafts, payment orders, instrument slips, direct and indirect tax balance and / or payment advice of any kind or description issued in favour of NDS, either before or on the Appointed Date, or in future, may be deposited with the bank/ depository participant of Napino Auto and credit of all receipts thereunder will be given in the accounts of Napino Auto and the same shall be accepted by bankers of and credited to the account of Napino Auto. The bankers of Napino Auto should honour the cheques issued by NDS for payments after the Effective Date. It is hereby expressly clarified that any legal proceedings by or against NDS in relation to the

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cheques and other negotiable instruments, pay orders, received or presentation for encashment which are in the name of NDS shall be instituted, or as the case may be, continued by or against Napino Auto after the coming into effect of this Scheme.

4.9 Any tax liabilities under the income-tax laws, service tax laws, excise duty laws, goods and services tax laws, central sales tax, applicable state value added tax laws or other applicable laws/regulations dealing with taxes/duties/levies of NDS as on the date immediately preceding the Appointed Date shall be transferred to Napino Auto.

4.10 Any refund, under the income-tax laws, service tax laws, excise duty laws, goods and services tax laws, central sales tax, applicable state value added tax laws or other applicable laws/regulations dealing with taxes/duties/levies due to NDS consequent to the assessment made on NDS 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 by Napino Auto upon the Scheme becoming effective.

4.11 Without prejudice to the generality of the above, all benefits, incentives, losses, credits (including, without limitation, income tax, minimum alternate tax, tax deducted at source, service tax, excise duty, goods and services tax, central sales tax, applicable state value added tax, etc.) to which NDS is entitled to in terms of applicable laws, shall be available to and vest in Napino Auto, upon coming into effect of this Scheme.

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4.12 The Scheme has been drawn up to comply with the conditions relating to "amalgamation" as specified under section 2(1B) of the IT Act. If any terms or provisions of the Scheme is/are inconsistent with the provisions of section 2(1B) of the IT Act, the provisions of section 2(1B) of the IT Act shall prevail and the Scheme shall stand modified to the extent necessary to comply with section 2(1B) of the IT Act; such modification to not affect other parts of the Scheme.

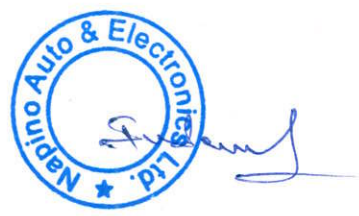
5. CONSIDERATION

5.1 Upon coming into effect of this Scheme, all equity shares of NDS held by Napino Auto (directly and through nominees) shall stand cancelled without any further application, act or deed.

5.2 Upon coming into effect of this Scheme, the shares or the share certificates of NDS be deemed to have been automatically canceled and be of no effect without any necessity of them being surrendered, without any further application, act, instrument or deed.

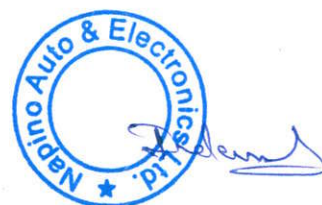
6. ACCOUNTING TREATMENT IN THE BOOKS OF NAPINO AUTO

6.1 Upon the Scheme becoming effective, Napino Auto shall account for the amalgamation as per Ind AS inter alia taking into consideration the Pooling of interest method prescribed under Appendix C of Ind AS 103 - Business Combinations and principles of any other applicable Ind AS prescribed under Section 133 of Companies Act, 2013 read together with the Companies (Indian Accounting Standards) Rules,



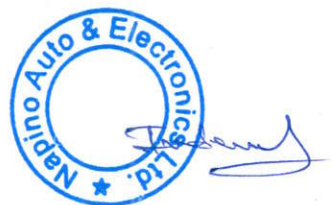
2015. It would inter alia include the following:

- 6.1.1 All the assets, liabilities and reserves of NDS, subject to Clause 6.1.2 and 6.1.4 below, shall be transferred to and vested in the books of Napino Auto and shall be recorded by the Napino Auto at their respective carrying values and in the same form as appearing in the consolidated financial statements of Napino Auto.
- 6.1.2 No adjustments are to be made to reflect fair values or recognise any new assets or liabilities except to harmonise accounting policies between the NDS and Napino Auto. In case of any differences in accounting policies between NDS and Napino Auto, the accounting policies followed by Napino Auto shall prevail and the difference shall be adjusted in Revenue Reserves of Napino Auto, to ensure that the merged financial statements of Napino Auto reflect the financial position on the basis of consistent accounting policies.
- 6.1.3 The identity of the reserves, including balance of profit and loss account, of NDS shall be preserved and they shall appear in the financial statements of Napino Auto in the same form and manner in which they appeared in the consolidated financial statements of Napino Auto, prior to this Scheme becoming effective. As a result of preserving the identity, reserves which are available for distribution as dividend before the business combination would also be available for distribution as dividend after the business



combination.

- 6.1.4 Inter-company balances, if any, between NDS and the Napino Auto shall stand cancelled and there shall be no further obligation/outstanding in that behalf.
- 6.1.5 The excess of carrying value of investment in the equity shares of NDS in the books of Napino Auto, and the amount of equity share capital of NDS, after considering the cancellation of inter-company balances as per Clause 6.1.4 above, shall be adjusted against the existing capital or revenue reserves of the Napino Auto to the extent available, in that order, and unadjusted remaining amount, if any, would be recorded separately in amalgamation adjustment deficit account and any excess of equity share capital of NDS over carrying value of investment in the equity shares of NDS in the books of Napino Auto shall be credited to capital reserve on amalgamation and shall be presented separately from other capital reserves in the books of Napino Auto.
- 6.1.6 NDS is a wholly owned subsidiary of Napino Auto and accordingly, pursuant to the Scheme, no new shares shall be issued by Napino Auto upon the Scheme becoming effective.
- 6.1.7 The comparative financial information presented in the financial statements of Napino Auto shall be restated for the accounting impact of the merger from the beginning of the preceding period or from the date from which NDS and



Napino Auto came under common control, whichever is later.

7. CONDUCT OF BUSINESS TILL EFFECTIVE DATE


With effect from the Appointed Date and up to and including the Effective Date:

7.1 NDS shall, in respect of its business, be deemed to have been carrying on and shall carry on its business and activities and shall hold and stand possessed of and hold all its properties and assets for and on account of and in trust for Napino Auto. NDS hereby undertakes to hold its said assets with utmost prudence until the Effective Date.

7.2 All the profits or income accruing or arising to NDS, in respect of its business or expenditure or losses arising to or incurred by NDS in respect of its business, shall for all purposes and intents be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses (as the case may be) of Napino Auto.

7.3 NDS shall carry on the business and activities with reasonable diligence and prudence and shall not without the prior written consent of the Board of Napino Auto, avail any loans and borrowings, alienate, charge, mortgage, encumber or otherwise deal with or dispose-off the assets of NDS, except in the ordinary course of business. NDS shall not, without the prior written consent of Napino Auto

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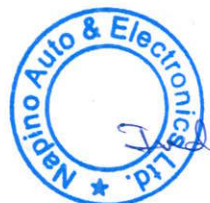


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undertake any new businesses except in the ordinary course of its business.

- 7.4 Neither NDS nor Napino Auto shall issue or all any further shares, either by way of rights or bonus or otherwise, make any acquisition and/or investment in securities in other entities, without the prior written consent of the Board of respective companies.
- 7.5 Where any of the liabilities and obligations attributed to the business, has been discharged by NDS, on or after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been for and on behalf of Napino Auto.
- 7.6 All loans raised and liabilities incurred by NDS after the Appointed Date but before the Effective Date for operations of the business shall be discharged by Napino Auto on or after the Effective Date.
- 7.7 NDS shall not vary the terms and conditions of service of the employees or conclude settlements with unions or employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation without the prior written consent of the Board of Napino Auto.
- 7.8 Napino Auto shall be entitled, pending the sanction of the Scheme by the NCLT, to apply to the central/state government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which Napino Auto may require to own and carry on the business of NDS.

8. STAFF, WORKMEN AND EMPLOYEES

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8.1 Upon the Scheme becoming effective, all the employees engaged in or in relation to the business of NDS shall become the employees of Napino Auto, without any break or interruption in their services, on same terms and conditions or such terms and conditions which are not less favorable than the existing terms of employment on which they are engaged as on the Effective Date. Napino Auto further agrees that for the purpose of payment of any retirement benefit/compensation, such immediate uninterrupted past services with NDS shall also be taken into account. Napino Auto undertakes to continue to abide by the terms of agreement/settlement entered into by NDS, with employees union/employee associations of NDS.

8.2 The accounts/funds of the employees transferred, relating to superannuation, provident fund and gratuity fund or any other special fund or trusts created or existing for the benefit of the employees of NDS shall be deemed to have become members of similar trusts/funds of Napino Auto on the same terms and conditions as applicable to the trusts or funds of NDS in relation to the said employees. On and from the Effective Date, with effect from the Appointed Date, Napino Auto shall make the necessary contributions for such employees in relation to the funds. It is clarified that the services of the employees of NDS shall be treated as having been continuous without any break, discontinuance or interruption for the purpose of the said funds.

8.3 In the event Napino Auto does not have its own funds




in respect of any of the above, it may, subject to necessary approvals and permissions, continue to contribute to the relevant funds of NDS, until such time as Napino Auto creates its own funds, at which time the funds and the investment and contributions, pertaining to the employees of NDS shall be transferred to the funds created by Napino Auto. It is the aim and intent of this Scheme that all the rights, duties, powers and obligations of the business in relation to such funds shall become those of Napino Auto.

9. LEGAL PROCEEDINGS

9.1. All legal proceedings of whatsoever nature by or against NDS pending and/or arising before the Effective Date, shall not abate or be discontinued or be in anyway prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against Napino Auto, as the case maybe in the same manner and to the same extent as would or might have been continued and enforced by or against NDS.

9.2. All tax assessment proceedings/appeals of whatsoever nature by or against NDS pending and/or arising at the Appointed Date and relating to NDS shall be continued and/or enforced until the Effective Date by NDS. In the event of NDS failing to continue or enforce any proceeding/appeal, the same may be continued or enforced by Napino Auto, at the cost of Napino Auto. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against Napino Auto in the same manner and to the same extent as would or might have been continued and enforced by or against NDS.

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9.3. On and from the Effective Date, Napino Auto shall and may, if required, initiate any legal proceedings in relation to the business of NDS.

10. CONTRACTS, DEEDS AND OTHER INSTRUMENTS


10.1 Upon coming into effect of this Scheme and subject to other provisions of this Scheme, all contracts, deeds, bonds, schemes, insurance, letters of intent, undertakings, arrangements, policies, agreements (including all tenancies, leases, and other assurances in favour of NDS or powers or authorities granted by or to it), if any, of whatsoever nature pertaining to the business, to which NDS is a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of Napino Auto and may be enforced by or against Napino Auto as fully and effectually as if, instead of NDS, Napino Auto had been a party or beneficiary or obligee thereto.

10.2 Napino Auto may enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which NDS will, if necessary, also be party in order to give formal effect to the provisions of this Scheme. Napino Auto shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of NDS and to implement or carry out all formalities required on the part of NDS to give effect to the provisions of this Scheme.

11. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities as envisaged in this Scheme and the continuance of proceedings by or

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against NDS shall not affect any transaction or proceedings already concluded by NDS on or after the Appointed Date till the Effective Date, to the end and intent that Napino Auto accepts and adopts all acts, deeds and things done and executed by NDS in respect thereto as done and executed on behalf of Napino Auto.


12. INCREASE IN AUTHORISED SHARE CAPITAL

12.1 With effect from the Effective Date and upon the Scheme becoming effective, without any further acts or deeds on the part of NDS or Napino Auto and notwithstanding anything contained in section 61 of the Act, the authorized share capital of NDS as appearing in its memorandum of association on the Effective Date shall get clubbed with the authorized share capital of Napino Auto as appearing in its memorandum of association on the Effective Date and pursuant to this clubbing the clause V of the memorandum of association of Napino Auto shall stand altered to give effect to the same with effect from the Effective Date.

12.2 Further, in terms of section 232(3)(i) of the Act, upon coming into effect of this Scheme, the fee and duty paid on the authorized share capital of NDS shall be set-off against the fee payable on authorized share capital of Napino Auto, without any further act or deed.

12.3 On approval of the Scheme by the members of Napino Auto and NCLT under section 230 – 232 and other applicable provisions of the Act, it shall be deemed that the said members have also accorded all relevant consents under section 13, 14, 61 and other applicable provisions of the Act as may be applicable for the purpose of amendment of the memorandum of

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association of Napino Auto as above. It is clarified that there will be no need to pass a separate shareholder's resolution as required under section 13, 14 and 61 of the Act for amendment of the memorandum of association of Napino Auto.

12.4 Accordingly, the capital clause of the memorandum of association of Napino Auto shall, without any further act or deed be replaced by the following clause:

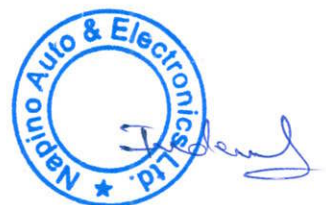
"The Authorised Share Capital of the Company is Rs. 21,00,00,000/- (Rupees Twenty One Crore) divided into 2,05,13,000 (Two Crore Five Lacs Thirteen Thousand) Equity Shares of Rs. 10/- (Rupees Ten) each and 4,87,000 (Four Lacs Eighty Seven Thousand) Equity Shares of Rs. 10/- (Rupees Ten) each."

13. DISSOLUTION OF NDS

Upon the Scheme becoming effective, NDS shall stand dissolved without winding up and the Board of NDS shall cease to function and shall be discharged from its obligations. Upon such dissolution of NDS without winding up, no person shall make and /or assert claims, demands or proceed against any director or officer or employee of NDS, for any acts, deeds and things done or decisions taken by or on behalf of NDS while carrying out the business and activities of NDS in ordinary course and, on and after the Effective Date, Napino Auto shall accept all such acts, deeds and things done or decisions taken by NDS, as acts, deeds and things done or decisions taken by and on behalf of Napino Auto.

PART C – GENERAL TERMS AND CONDITIONS

14. APPLICATION TO NCLT



Napino Auto and NDS shall with all reasonable dispatch make all necessary applications under Sections 230 to 232 and other applicable provisions of the Act to the NCLT for seeking approval of the Scheme.

15. MODIFICATION OR AMENDMENTS TO THE SCHEME

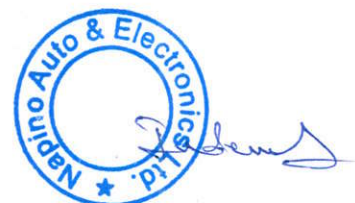
Napino Auto and NDS with the approval of their respective Board may consent, from time to time, on behalf of all persons concerned, to any modifications/amendments or additions/deletions to the Scheme which may otherwise be considered necessary, desirable or appropriate by the said Board to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters, and things necessary for bringing this Scheme into effect or agree to any terms and / or conditions or limitations that NCLT or any other authorities under law may deem fit to approve of, to direct and or impose. The aforesaid powers of Napino Auto and NDS to give effect to the modification/amendments to the Scheme may be exercised by their respective Board or any person authorised in that behalf by the concerned Board subject to approval of the NCLT or any other authorities under applicable law.

16. CONDITIONALITY OF THE SCHEME

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

16.1.1. The Scheme being approved by the requisite consent of the members and/ or creditors of Napino Auto and NDS as may be directed by the NCLT;

16.1.2. The sanction of the NCLT under Section 230 to



232 and other applicable provisions of the Act in favour of Napino Auto and NDS under the said provisions and to the necessary order being obtained;

16.1.3. The requisite consent, approval or permission of the appropriate authority, which by law may be necessary for implementation of this Scheme.

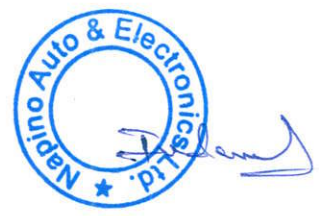
This Scheme, although to come into effect from the Appointed Date, shall not become operational until the last of the following dates, namely: (a) that on which the last of the aforesaid consents, sanctions, approvals, resolutions and orders as mentioned in clause 16.1 above shall be obtained or passed; or (b) that on which all necessary certified copies of orders of the NCLT sanctioning the Scheme pursuant to Sections 230 - 232 and other applicable provisions of the Act shall be duly filed for registration by Napino Auto and NDS with their respective Registrar of Companies.

17. EFFECT OF NON- RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/or the Scheme not being sanctioned by the NCLT, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. It has been agreed that Napino Auto shall bear and pay costs, charges and expenses for and or in connection with the Scheme.

18. COST, CHARGES & EXPENSES


All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise



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agreed) arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by Napino Auto.

H. S. Singh



J. Singh