SCHEME OF MERGER BY ABSORPTION
OF
TPL PLASTECH LIMITED (TPL)
WITH
TIME TECHNOPLAST LIMITED (TTL)
AND
THEIR RESPECTIVE SHAREHOLDERS

This Scheme (as defined hereinafter), inter alia, provides for the amalgamation of the TPL Plastech Limited ("TPL" or Transferor Company") (as defined hereinafter) with and into Time Technoplast Limited ("TTL" or "Transferee Company")(as defined hereinafter) by way of a merger by absorption on a going concern basis, with effect from the Appointed Date (as defined hereinafter), and the consequent dissolution of the Transferor Company without being wound up, and the issuance of New Equity Shares (as defined hereinafter) to the equity shareholders of the Transferor Company in accordance with the Share Exchange Ratio (as defined hereinafter), pursuant to the provisions of Sections 230-232 and/or other applicable provisions of the Act (as defined hereinafter), SEBI Schemes Master Circular (as defined hereinafter) and in accordance with Section 2(6) of the Income Tax Act (as defined hereinafter).

The Scheme is divided into the following parts:

A. **Part I** deals with the Introduction, Rationale of the Scheme, Definitions, Interpretation and Share Capital;

B. **Part II** deals with Merger by Absorption of TPL with TTL;

C. **Part III** deals with the Dissolution of the Transferor Company, General Clauses and Terms and Conditions.

PART I

INTRODUCTION, RATIONALE OF THE SCHEME, DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

1. INTRODUCTION

1.1. TPL PLASTECH LIMITED (TPL)

1.1.1 The Transferor Company was incorporated as a Public Limited Company under the Companies Act, 1956 on September 30, 1992, in the name of Tainwala Polycontainers Limited in the State of Maharashtra.

1.1.2 The Transferor Company has obtained a certificate for commencement of business dated October 16, 1992, from the office of Registrar of Companies, Maharashtra, Mumbai.

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1.1.3 The name of the Transferor Company was changed from Tainwala Polycontainers Limited to TPL Plastech Limited and obtained a fresh certificate of incorporation dated November 22, 2006, consequent on change of name from the Registrar of Companies, Maharashtra, Mumbai.

1.1.4 The Hon'ble Company Law Board Western Region, Mumbai vide its order dated June 22, 2006, has sanctioned a Petition for shifting of the Registered Office of the company from the State of Maharashtra to the Daman and Diu. Accordingly the company, upon registration of the said order, obtained a fresh certificate of incorporation dated July 20, 2007, from the Registrar of Companies, Goa, Daman and Diu at Panji.

1.1.5 The CIN of the Company is L25209DD1992PLC004656.

1.1.6 The Transferor Company is a Public Limited Company and its shares are listed on BSE Limited and National Stock Exchange of India Limited (NSE).

1.1.7 The main object clause of the Memorandum of Association of the Transferor Company authorizes the Transferor Company:

- To carry on the business of manufacturers and dealers of and in packagings of all kinds including receptacles, bottles, containers, boxes, cartons, tins, valves and appliances and all other blown, moulded, formed or extruded goods and articles of whatsoever nature or material, and whether the same be made fully or partly out of plastic, plastic-related products and materials, thermoplastics, thermosetting, rubber, glass, paper, cardboard, hardboard, wood, metal, steel, or out of any materials or substances which may hereinafter be invented, for holding, storing, packaging, transportation, and handling, all or any goods substance, articles or products.

1.1.7 The Transferor Company is engaged in the business of manufacturing of technology-based polymer and composite products, primarily Plastic Drums/Jerry Cans and Intermediate Bulk Containers (IBCs), through five manufacturing facilities located at Silvassa, Ratlam, Bhuj, Vizag, and Dahej. Its customer base spans industries such as Chemicals & Petrochemicals, Specialty Chemicals, Plasticizers, Pharmaceuticals, FMCG, and Food Products.

1.1.8 TPL Plastech Limited the Transferor Company is a subsidiary of Time Technoplast Limited the Transferee Company.

1.2 TIME TECHNOPLAST LIMITED (TTL)

1.2.1 The Transferee Company was originally incorporated as 'Time Packaging Private Limited', a private limited company under the Companies Act, 1956, pursuant to a

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certificate of incorporation dated December 20, 1989, issued by the Registrar of Companies, Maharashtra.

1.2.2 Thereafter, pursuant to a board resolution dated March 30, 1992 and a special resolution passed by our shareholders dated April 28, 1992, our Company was converted into a public limited company under the Companies Act, 1956, consequent to which, the name of our Company was changed to 'Time Packaging Limited' and a fresh certificate of incorporation was issued to our Company by the Additional Registrar of Companies, Maharashtra, at Bombay on May 27, 1992.

1.2.3 The Hon'ble Company Law Board Western Region, Mumbai vide its order dated March 27, 2003 has sanctioned a Petition for shifting of the Registered Office of the company from the State of Maharashtra to the Daman and Diu. Accordingly the company, upon registration of the said order, obtained a fresh certificate of incorporation dated 9th June, 2003 from the Registrar of Companies, Goa, Daman and Diu at Panji.

1.2.4 Subsequently, pursuant to a board resolution dated September 6, 2005 and a special resolution passed by our Shareholders dated December 7, 2005, the name of our Company was changed to 'Time Technoplast Limited' and a fresh certificate of incorporation was issued by the Registrar of Companies, Goa, Daman & Diu at Panaji on May 1, 2006.

1.2.5 The CIN of the Company is L27203DD1989PLC003240.

1.2.6 The Transferee Company is a Public Limited Company and its shares are listed on BSE Limited and National Stock Exchange of India Limited (NSE).

1.2.7 The main object clause of the Memorandum of Association of the Transferee Company authorizes the Transferee Company:

- To carry on the business of manufacturers, producers, processors, importers, exporters, dealers, suppliers, distributors, agents, traders and marketiers of drums, barrels, cans, containers, decorative cans, decorative containers, crates, boxes, tubes, collapsible tubes, seals, P.P. caps, tin containers, metal containers, bacelites, plastic moulded, blown, extruded containers, bagges, packing containers, boxes, wrapping papers, water proffing papers, tarpaulin, corrugated containers, wrappers of all kinds, multi-laminated, flexible and rigid packing, pillow packing, gunny bags, plastic packaging of all kinds including bottles, collapsible hollo gunny bags, sachets, pouches, made from plastic, high density polyethelene, low density polythelene, polypropylene, nylon, polyester, ethyelene, vinyl, acetate, HDPE, LDPE, PP, BOPP, PVC, PET, paper, metal, foils, films, aerosol containers of metal, aluminium, plastics, fibrous materials and to carry on packaging of every description and kind.

- To carry on the business in India or elsewhere as manufacturers, producers, assemblers, processors, fabricators, designers, formulators, converters, buyers, sellers, dealers,

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importers, exporters, contractors, hirer, repairers, agents, distributors, stockists and supplier of profile plastics, P. V. C. pipe, moulded industrial articles, industrial component and articles, tubing, films, rolls or their allied and auxiliary plastic products, articles made from different technologies including extrusion process, packaging material, articles made from injection moulding, blow moulding, compressor moulding, vacuum forming, housewares, different sizes and types of material handling crates and / or containers, plastic palettes, plastic luggage articles, suitcases, light and heavy automobiles parts, components and accessories, electrical appliances for T. V. cabinets, computer parts, plastic moulded furniture and other lifestyle products, synthetic turfs and mats, mouldings for cornices, decorative mouldings, frames made of plastics, wood, cork, reeds, canes, wickers, horn, bone, ivory, whalebone, shell, amber, mother of pearl, celluloid and substitutes thereof, mouldings for picture frames, profiles, picture frames, pictures, ready – made framed pictures & all other parts, accessories, articles & things associated with or auxiliary to the business of manufacture & trading of foregoing items made from plastic polymers, papers, metals, foils, films, aerosol, aluminium, fibrous materials etc.

- To carry on the business of manufacturers of, dealers in, seller, purchasers, contractors, importers, exporters and supplier of polythene, polypropylene, ABS, Nylon, polystyrene, PUR, PE, P.V.C. polyester strips, PUR plastic powder and such other articles required to manufacture profile plastic, P. V. C. pipe, moulded household articles, tubing, films rolls.

1.2.8 The Transferee Company is engaged in the manufacturing of a diversified range of products, including packaging products such as plastic drums, jerry cans, pails and Intermediate Bulk Containers (IBC); composite products such as LPG, CNG, hydrogen cylinders and fire extinguishers; PE pipes; and other products including MOX films, auto products, and turf and matting. The Company has a wide manufacturing presence across 11 countries, spanning India, the Middle East (Sharjah-UAE, Bahrain, Saudi Arabia and Egypt), Southeast Asia (Malaysia, Thailand, Indonesia, Taiwan and Vietnam), and the USA.

1.2.9 The Transferee Company i.e. TTL holds 5,83,96,260 Equity Shares (74.86%) of the Transferor Company i.e. TPL

2. RATIONALE FOR THE SCHEME

The proposed amalgamation of TPL Plastech Limited with Time Technoplast Limited would, inter-alia, enable realisation of the following benefits:

2.1 integration of the manufacturing units and product lines of both companies, enabling each distinct product category to be handled by a dedicated unit within Time Technoplast Limited;

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2.2 rationalised, product-focused unit-wise operations expected to provide greater impetus to product development, foster innovation, and improve overall manufacturing and operational efficiency;

2.3 simplification of the Group structure and reduction in related party transactions, thereby lowering compliance and administrative burden;

2.4 pooling of financial, managerial, and technical resources, leading to optimal utilisation of resources and cost efficiencies;

2.5 strengthening of the financial position of the consolidated entity;

2.6 generation of operational and financial synergies to support long-term sustainable growth, thereby enhancing value for all stakeholders concerned.

2.7 The Scheme is in the interest of all stakeholders of both TPL Plastech Limited and Time Technoplast Limited.

SYNERGIES OF BUSINESS OF THE ENTITIES INVOLVED IN THE SCHEME

The proposed Scheme would, inter alia, result in the following synergies:

a. Unified manufacturing Platform - Creating a consolidated product lines supports Transferee Company's strategy, enabling category leadership and efficient resource use.

b. Governance Simplification - A unified entity structure will enable focused governance, streamlined compliance and operations, transparency, reducing legal and other statutory requirements, comprehensive business management and more effective Board oversight.

c. Operational Optimization - Optimizing raw material and finished product movement, logistics, and plant-to-market mapping which in turn boosts cost efficiency and eliminates coordination issues.

d. Investor Value Creation - Enhancing stakeholder value by way of a simplified group structure.

IMPACT OF THE SCHEME ON SHAREHOLDERS

For the shareholders of the Transferee Company, the proposed Scheme will result in economies of scale and consolidation of opportunities will improve profitability and enhance overall shareholder value. This is particularly marked in the improved synergies that will arise pursuant to the Scheme. Based on the Share Exchange Ratio as set out in the Valuation Report, there will be no detrimental impact of the proposed Scheme on the shareholders and no shareholder is expected to have any disproportionate advantage or disadvantage in any manner.

The Inter Corporate investments held by TTL in TPL shall get cancelled.

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For the shareholders of the Transferor Company, the proposed Scheme will provide an opportunity to improve the economic value for the shareholders. This is particularly marked in the improved synergies that will arise pursuant to the Scheme. The proposed Scheme will result in deriving benefits for future capacity expansion and efficiency improvement measures. Thus, upon the Scheme becoming effective, shareholders of the Transferor Company will gain an opportunity to participate in the growth of the Transferee Company, a leading packaging manufacturer with a diversified portfolio spanning industrial packaging, composite cylinders for LPG, CNG and hydrogen, PE pipes, and energy storage systems. Shareholders of the Transferor Company will also gain direct ownership in a significantly larger corporate entity with superior equity liquidity.

3. TAX TREATMENT OF THE SCHEME FOR THE PURPOSE OF INCOME TAX ACT, 2025

3.1. This Scheme has been drawn up to comply with the conditions relating to Amalgamation as specified under section 2(6) and other relevant provisions of the Income Tax Act, 2025. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section and other related provisions at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the scheme become effective, the provisions of the said section and other related provisions of the Income-tax Act, 2025 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(6) and other relevant provisions of the Income Tax Act, 2025.

4. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expression shall have the following meanings:

4.1 **"Act"** means the Companies Act, 2013, along with rules and regulations issued thereunder, including, any statutory modifications, re-enactments or amendments made thereto from time to time.

4.2 **"Adjudicating Body(ies)"** means the Hon'ble National Company Law Tribunal, Ahmedabad Bench (NCLT) and the National Company Law Appellate Tribunal (NCLAT), as constituted and authorised as per the provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under section 230 to 232 of the Companies Act, 2013 or any other authority having jurisdiction under the Act to sanction the scheme.

4.3 **"Amalgamation"** means the amalgamation as specified under Section 2(6) of the Income-tax Act, 2025.

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4.4 **"Applicable Law(s)"** or **"Law(s)"** means (a) applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye- laws, regulations, listing agreements, notifications (b) writ, injunction, directions, directives, judgement, arbitral award, decree, orders or approvals of, or agreements with, any Governmental Authority or recognized stock exchange, orders or instructions having force of law enacted or issued or sanctioned by any Governmental Authority including any modification or re-enactment thereof for the time being in force;

4.5 **"Appointed Date"** means 1st April, 2026 or such other date as the Adjudicating Body may direct or fix, for the purpose of amalgamation of TPL with TTL under this Scheme.

4.6 **"Board"** or **"Board of Directors"** means the board of directors of the Transferor Company or the Transferee Company as the case may be, and shall, unless it is repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee of directors.

4.7 **"BSE"** shall mean BSE Limited, the stock exchange on which the shares of TPL and TTL are listed.

4.8 **"Companies"** means collectively, the Transferor Company and the Transferee Company;

4.9 **"Consent"** means any notice, consent, approval, authorization, waiver, permit, permission, clearance, license, exemption, no objection certificate, registration, with, of, from or to any Person.

4.10 "**DSE**" shall mean Designated Stock Exchange i.e. BSE Limited ("BSE") for the purpose of co-coordinating with SEBI.

4.11 **"Effective Date"** means the last of the dates on which the certified copies of the order(s) of the Adjudicating Body, are filed with the Registrar of Companies, Goa. All references in this Scheme to the date of "coming into effect of this Scheme" or "Effectiveness of the Scheme" or "Scheme taking effect" or "Scheme becoming effective" shall mean the Effective Date.

4.12 **"Employees"** means staff and employees, if any, of the Transferor Company as on Effective Date.

4.13 "**ESOP Scheme** – TPL Plastech Limited" means Employee Stock Option Plan 2024' ("TPL ESOP – 2024")

4.14 "**ESOP Scheme** – Time Technoplast Limited" means Time Technoplast Employee Stock Option Plan 2017 ("TTL ESOP – 2017")

4.15 **"Encumbrance"** means (i) any mortgage, charge (whether fixed or floating), pledge, lien, conditional sales contract, 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; (ii) a contract to give or refrain from giving any of the foregoing; (iii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any person; and (iv) any adverse claim as to title, possession or use; and the terms "Encumbered", "Encumber" shall be construed accordingly.

4.16 **Financial Statements**" include standalone and consolidated accounts, i.e., balance sheet, statement of profit & loss, cash flow statement and notes to accounts of the Transferor Company and the Transferee Company, as the context may require.

4.17 **"GAAP"** means generally accepted accounting principles

4.18 "**Governmental Authority(ies)**" means: (a) any national, federal, provincial, state, city, municipal, county or local government, governmental authority or political subdivision thereof; (b) any agency or instrumentality of any of the authorities referred to in clause (a); (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; or (d) any court or tribunal having jurisdiction and including, without limitation or prejudice to the generality of the foregoing, the NCLT, SEBI, Stock Exchange and any tax authority.

4.19 **"GST Act"** means the Goods and Service Tax, Act 2017 and shall include any statutory modifications, re-enactments, or amendments thereof for the time being in force.

4.20 "**INR**" means Indian National Rupees which is the lawful currency of India;

4.21 **"IT Act 1961 "** means the Indian Income-tax Act, 1961 and shall include any statutory modifications, re-enactments, or amendments thereof for the time being in force and the rules, regulations, circulars, notifications, clarifications, orders or guidelines issued thereunder, for the time being in force and any reference to the provisions of IT Act, 1961 in this Scheme shall, to the extent applicable, be construed as a reference to the corresponding provisions of the IT Act, 2025

4.22 **"IT Act 2025 "** means the Indian Income-tax Act, 2025 and shall include any statutory modifications, re-enactments, or amendments thereof for the time being in force and the rules, regulations, circulars, notifications, clarifications, orders or guidelines issued thereunder, for the time being in force.

4.23 **"Intellectual Property Rights**" means all intellectual property rights (including hardware, software, licenses, source codes, object code, algorithm and scripts),



registrations, servers, software assets, hardware assets, cloud, data centres, any devices including but not limited to laptops and mobile devices, goodwill, patents, patent applications, divisional patent, patent of additions, trademarks, service marks, trade names, logos, corporate names, brand names, domain names, copyrights, designs including project designs, market authorization, marketing intangibles, research and studies, technical knowhow, and all common law rights, pending applications, registrations and renewals in connection therewith, and software and all website content (including text, graphics, images, audio, video and data), trade secrets, confidential business information and other proprietary information.

4.24 "**Law"(s)** means (a) applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, byelaws, regulations, notifications, guidelines, press notes, clarifications, or policies of any applicable country and/or jurisdiction; (b) writ, injunction, directions, directives, judgment, arbitral award, decree, orders or approvals of, or agreements with, any Governmental Authority or Stock Exchanges.

4.25 **"Liabilities"** means all debts (whether in Rupees or foreign currency), liabilities (including bills payable, interest accrued, statutory reserves, provisions and all other 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 or not provided in the books of accounts or disclosed in the financial statements of the Transferor Company,whether present or future, and howsoever raised or incurred or utilized along with any charge, encumbrance, lien or security thereon.

4.26 **"LODR"** means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 issued by the Securities and Exchange Board of India.

4.27 **"NSE"** means National Stock Exchange of India Limited the stock exchange on which the shares of TPL and TTL are listed.

4.28 **"NCLT Order"** shall mean the order of the Hon'ble National Company Law Tribunal, Ahmedabad Bench sanctioning the Scheme.

4.29 **"New Shares"** means shares (Equity shares) issued by the Transferee Company to the shareholders of the Transferor Company as a consideration for the Amalgamation.

4.30 **"Person"** means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership, or proprietorship, including any governmental agency or regulatory body;

4.31 **"Permits"** means all consents, licences, permits, certificates, permissions, authorisations, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions,



registrations, filings, no objections, whether governmental, statutory, regulatory or otherwise as required under Applicable Law;

4.32 **"Record Date"** means the date to be fixed by the Board of Directors of the Transferor Company in consultation with the Board of Directors of the Transferee Company for the purpose of reckoning name of the equity shareholders of the Transferor Company who shall be entitled to receive the New Shares to be issued by the Transferee Company and for any other purpose as provided in this Scheme.

4.33 **"ROC"** means the Registrar of Companies, Goa having jurisdiction in relation to both the Transferor Company and the Transferee Company.

4.34 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Merger by Absorption in its present form submitted to the relevant Adjudicating Body with modification(s), approved or imposed or directed by the relevant Adjudicating Body.

4.35 **"SEBI"** means Securities and Exchange Board of India.

4.36 **"SEBI Circulars"** means the circulars issued by Securities and Exchange Board of India in relation to the amalgamations and arrangements carried under the Act and shall inter-alia include SEBI Master Circular no. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 read with SEBI Master Circular No. SEBI/HO/DDHS/SSHS-POD-1/CIR/2025/0000000103 dated July 11, 2025 including any amendments, pursuant to SEBI LODR Regulations.

4.37 **"Tax" or "Taxes"** means any and all taxes (direct or indirect), surcharges, fees, levies, duties, tariffs, imposts and other charges of any kind, in each case in the nature of a tax, imposed by any Governmental Authority (whether payable directly or by withholding), including taxes based upon or measured by income, windfall or other profits, gross receipts, property, sales, severance, branch profits, customs duties, excise, central value added tax, central sales tax, sales tax, entry tax, tax deducted at source, tax collected at source, self-assessment tax, advance tax, service tax, goods and services tax, stamp duty, transfer tax, value-added tax, minimum alternate tax, banking cash transaction tax, equalisation levy, dividend distribution tax, buy-back tax, securities transaction tax, taxes withheld or paid, customs duty and registration fees (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto).

4.38 **"TPL"** or **"Transferor Company"** means TPL Plastech Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office situated at 102, 1st Floor, Centre Point, Somnath Daman road, Somnath Dabhel, Nani Daman, Dadra and Nagar Haveli and Daman and Diu, India - 396210. The Permanent Account Number of TPL is AAACT1968P.



4.39 "**TTL**" or "**Transferee Company**" means Time Technoplast Limited incorporated under the provisions of the Companies Act, 1956 and having its registered office at 101, 1st Floor, Centre Point, Somnath Daman road, Somnath Dabhel, Nani Daman, Dadra and Nagar Haveli and Daman and Diu, India - 396210. The Permanent Account Number of TTL is AAACT2783J.

4.40 "**Tribunal**" means the relevant bench/es of the Hon'ble National Company Law Tribunal, or such other forum or authority as may be vested with any of the powers of the above mentioned tribunal under the Act for approving any scheme of arrangement, compromise or reconstruction of a company under Sections 230 to 232 of the Act, before which the confirmation petition/s in terms of Rule 15 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 is/are filed by the Transferor Company and/or the Transferee Company, as the case may be.

4.41 "**Undertaking**" means the Transferor Company and includes all of the business, undertakings, assets, properties, investments, rights, approvals, licenses and powers, leasehold rights and all its debts, outstanding, liabilities, duties and obligations of the Transferor Company, of whatsoever nature and kind and wherever situated, on a going concern basis and with continuity of business of the Transferor Company, which shall mean and include, without limitation:

(a) any and all of its immovable properties (including work in progress) and rights thereto i.e. land together with the buildings and structures standing thereon (whether, freehold, leasehold, leave and licensed, right of way, tenancies, sanctioned/allotted by the Governmental Authority or otherwise) including drains and culverts, civil works, foundations for civil works, offices, guest house, colony, captive power plant, warehouses, workshops, sheds, stores, storages including coal storage, silo, DG room, roads, laboratory, boundary walls, soil filling works, benefits of any rental agreement for any use of premises, share of any joint assets, etc., and all documents (including panchnamas, declarations, receipts, sanction letters/orders, etc.) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interests, 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) any and all of its assets (including work in progress), as are movable in nature, whether present or future or contingent, tangible or intangible, in possession or reversion, corporeal or incorporeal (including plant and machinery, boilers, turbines, handling equipments capital work in progress, electrical fittings, air conditioners, furniture, fixtures, appliances, accessories, power lines, office equipments, computers, communication facilities, installations, vehicles, inventory and tools and plants), stock-in-trade, stores and spares, stock-in-transit, raw materials, finished goods, supplies, packaging items/materials, actionable claims, prepaid expenses, bills of exchange, promissory notes, current assets, earnest monies and receivables, sundry debtors, financial assets, outstanding loans and



advances, recoverable in cash or in kind or for value to be received, provisions, receivables, funds, cash and bank balances and deposits including accrued interest thereto with Governmental Authority, semi-Government, local and other authorities and bodies, banks, customers and other persons, dividends declared or interest accrued thereon, reserves, provisions, funds, insurances, the benefits of any bank guarantees, performance guarantees and letters of credit;

(c) any and all of its permits, licenses (including factory license) permissions (including working permissions), right of way, approvals, authorisations, clearances, consents, benefits, registrations including import registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, pre-qualifications, bid acceptances, concessions, utilisations, subsidies, liberties and advantages (including consent/authorisation granted by Pollution Control Board, environmental clearance and other licenses/permits granted/issued/given by any Governmental Authority, statutory or regulatory or local or administrative bodies) and other benefits (in each case including the benefit of any applications made for the same), approval for commissioning of project(s) and other licenses or clearances granted for the purpose of carrying on the existing business or in connection therewith including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that form part of the Transferor Company;

(d) any and all of its Tax related assets, Tax deferrals, Tax credits (including any credits arising from advance Tax, self-assessment Tax, other income Tax credits, withholding Tax credits, minimum alternate Tax credits, central value added Tax credits, goods and services Tax credits, customs duty credit other indirect Tax credits and other Tax receivables), other claims under Tax Laws, privileges, incentives (including incentives in respect of income Tax, sales Tax, value added Tax, service Tax, excise duty, customs duties and goods and services Tax), benefits, Tax holidays, Tax refunds (including those pending with any Tax authorities), all Tax assets both direct and indirect including refunds filed pending to be adjudicated and refunds to be filed, advantages, benefits and all other rights, privileges, powers and facilities of every kind and description of whatsoever nature and the benefits thereto;

(e) all contracts, agreements including power purchase agreement(s) and/or arrangements to procure power for captive consumption of the Transferor Company, fuel supply agreement(s), consultancy agreements, purchase orders/service orders, operation and maintenance contracts, benefit of any arrangements, allotments, approvals, authorities, registrations, exemptions, benefits, waivers, security and other agreements, engagements, memoranda of understanding, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, minutes of meetings, bids, tenders, tariff policies, expression of interest, letters of intent, arrangements, understandings, engagements, indemnity, guarantees, powers of attorney, authorities given by, issued to, or executed in favour of the



Transferor Company, deeds and instruments, including hire and purchase lease/licence agreements, arrangements, tenancy rights, agreements/panchnamas for right of way, equipment purchase agreements, agreement with customers, purchase and other agreements with the supplier/manufacturer of goods/service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, 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, claims and benefits thereunder;

(f) all intangible assets, including all Intellectual Property Rights and all goodwill attached to such Intellectual Property Rights;

(g) all rights to use, subscribe, avail telephones, facsimile, e-mail, 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 Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company;

(h) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programmes, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, brochures, pamphlets, quotations, sales and advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/supplier pricing information, and all other books and records, whether in physical or electronic form and all other interest of whatsoever nature belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company;

(i) all insurance policies of the Transferor Company;

(j) all investments, including long term, short term, quoted, unquoted investments in different instruments, including shares, debentures, warrants and bonds, if any;

(k) amounts claimed or to be claimed including the receivables by the Transferor Company from any Governmental Authority;

(l) all application monies, advance monies, earnest monies and security and other deposits paid to any person, including any Governmental Authority, and payments against other entitlements;

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(m) any and all of its Liabilities;

(n) all of its staff and employees, and other obligations of whatsoever kind, including liabilities of the Transferor Company, with regard to its staff and 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

(o) all suits, actions, legal or other proceedings, including quasi-judicial, arbitral and other administrative proceedings of whatsoever nature, involving or continued or to be enforced by or against the Transferor Company.

4.42 **"Valuation Report"** means the valuation report issued by Mr. Nitish Chaturvedi, Registered Valuer, dated September 29, 2026, in relation to the valuations of the Transferor Company and Transferee Company, for the purposes of determining the Share Exchange Ratio.

All terms and expressions which are used in this Scheme but not defined here in shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Income-tax Act; 2025, the Securities Contracts (Regulation) Act 1956, the Depositories Act, 1996 {as the case may be) or other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory amendments, modification or re-enactment thereof, from time to time.

5. INTERPRETATION

5.1 In this Scheme, unless the context otherwise requires:

5.1.1 Words denoting singular shall include plural and vice versa;

5.1.2 Headings and bold type face are only for convenience and shall be ignored for the purposes of interpretation;

5.1.3 References to the word "include" or including" shall be construed without limitation;

5.1.4 A reference to an article, clause, section, paragraph or schedule is, unless indicated to the contrary" a reference to an article, clause, section, paragraph or schedule of this Scheme;

5.1.5 Unless otherwise defined, the reference to the word "days" shall means calendar days;

5.1.6 References to dates and times shall be construed to be references to Indian dates and times;

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5.1.7 Reference to a document includes an amendment or supplement to, or replacement or novation of that document;

5.1.8 Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them; and

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

6. 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 Adjudicating Body and/or by the Board of Directors in terms of Clause 23 shall although be operative from the Effective Date but shall be deemed to be retrospectively effective from the Appointed Date in accordance with the provisions of Section 232(6) of the Act.

7. SHARE CAPITAL

7.1 The Share Capital of TPL Plastech Limited, the Transferor Company, as on 31st March, 2026 is as under:

Particulars	(Amount in Rs.)
Authorised Share Capital	
10,00,00,000 Equity Shares of Rs. 2/- each	20,00,00,000
Total	**20,00,00,000**
Issued, Subscribed and paid-up Capital:	
7,80,03,000 Equity Shares of Rs. 2/- each fully paid-up	15,60,06,000
Total	**15,60,06,000**

The Transferee Company (TTL) holds 5,83,96,260 Equity Shares, i.e., (74.86% of the share capital) of the Transferor Company(TPL). TPL is a subsidiary of the Transferee Company i.e. TTL.

The Transferor Company – TPL Plastech Limited has outstanding Employees Stock Option Plan under the Existing TPL Plastech Limited – Employee Stock Option Plan 2024' ("TPL ESOP – 2024"), the exercise of which may result in increase in its subscribed and paid up capital.

As on date of the approval of the Scheme by the Board of Directors of the Transferor Company and the Transferee Company, there is no change in the capital structure of the Transferor Company.

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7.2 The Share Capital of Time Technoplast Limited, the Transferee Company, as on 31st March, 2026 is as under:

Particulars	(Amount in Rs.)
Authorised Share Capital	
97,50,00,000 Equity Shares of Re. 1/- each	97,50,00,000
25,00,000 Redeemable Preference Shares of Rs. 10/- each	2,50,00,000
Total	**100,00,00,000**
Issued, Subscribed and paid-up Capital:	
49,36,35,379 Equity Shares of Re. 1/- each fully paid up	49,36,35,379
Total	**49,36,35,379**

The Transferee Company – Time Technoplast Limited has outstanding Employees Stock option Scheme under the Existing - Time Technoplast Employee Stock Option Plan 2017 ("TTL ESOP – 2017"), the exercise of which may result in increase in its subscribed and paid up capital.

As on date of the approval of the Scheme by the Board of Directors of the Transferor Company and the Transferee Company, there is no change in the capital structure of the Transferee Company.

PART II

MERGER BY ABSORPTION OF TPL WITH TTL

8. TRANSFER AND VESTING OF ASSETS AND LIABILITIES OF THE TRANSFEROR COMPANY INTO THE TRANSFEREE COMPANY

8.1 The Transferor Company shall, with effect from the Appointed Date and upon this Scheme becoming effective, without any further act or deed, be merged with the Transferee Company and the entire business of the Transferor Company shall stand transferred to and vested in or deemed to have been transferred to or vested in Transferee Company, as a going concern pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the relevant Act and in accordance with the provisions of Section 2(6) of the Income Tax Act, 2025 and the provisions of this Scheme in relation to the mode of transfer and vesting of assets. This Scheme is a 'Merger by Absorption' in terms of the Explanation provided in Section 232 of the Act and shall be deemed to be regarded as an 'Amalgamation' in terms of Section 2(6) of the Income Tax Act, 2025.

8.2 The assets of the Transferor Company which are moveable in nature or incorporeal/ intangible property or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and delivery or by vesting and recordal of whatsoever nature, including plant and machinery, equipment, shall be so transferred by the Transferor Company and shall become the property of the Transferee Company without requiring any separate deed or instrument or conveyance for the same to the end and intent that the

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property and benefits therein passes to the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal, pursuant to this Scheme, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.

8.3 The assets of the Transferor Company on the Appointed Date shall, upon the Scheme coming into effect, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred and vested in the Transferee Company pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Act and the vesting of all such assets shall take place from the Effective Date.

8.4 The other movable properties of the Transferor Company, including investments in shares and any other securities, sundry debtors, actionable claims, earnest monies, receivables, bills, credits, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits (including deposits from members), if any, with government, semi-government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, become the property of the Transferee Company, and the same shall also be deemed to have been transferred by way of delivery of possession of the respective documents in this regard. It is hereby clarified that investments, if any, made by Transferor Company and all the rights, title and interest of the Transferor Company in any leasehold properties shall, pursuant to Section 232 of the Act and the provisions of this Scheme, without any further act or deed, be transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferee Company.

8.5 The immovable properties of the Transferor Company, including land together with the buildings and structures standing thereon and rights and interests in immovable properties of the Transferor Company, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto, shall be vested in and/or be deemed to have been vested in the Transferee Company, without any further act or deed done or being required to be done by the Transferor Company and/or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges attached to the aforesaid immovable properties and shall be liable to pay the ground rent and taxes and fulfil all obligations in relation to or applicable to such immovable properties. The relevant authorities shall grant all clearances/permissions, if any, required for enabling the Transferee Company to absolutely own and enjoy the immovable properties in accordance with Applicable Law. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by Governmental Authorities pursuant to the sanction of this Scheme by the Adjudicating Body and upon the Scheme becoming effective in accordance with the terms hereof.



8.6 For the avoidance of doubt and without prejudice to the generality of Clause 8.5 above and Clause 8.7 below, it is clarified that, with respect to the immovable properties of the Transferor Company in the nature of land and buildings, the Transferor Company and/or the Transferee Company shall register the true copy of the orders of the NCLT approving the Scheme with the offices of the relevant sub-registrar or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to this Clause, 8.5 above and Clause 8.7 below will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the transfer of any property of the Transferor Company takes place and the assets and liabilities of the Transferor Company shall be transferred solely pursuant to and in terms of this Scheme and the order of the NCLT sanctioning this Scheme.

8.7 Notwithstanding anything contained in this Scheme, with respect to the immovable properties of the Transferor Company in the nature of land and buildings located outside the States/territory where registered office address of the Parties is situated as on the Effective Date, whether owned or leased, for the purpose of, *inter alia*, payment of stamp duty and vesting in the Transferee Company, if the Transferee Company so decides, the Transferor Company and/ or the Transferee Company, whether before or after the Effective Date, as the case may be, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Transferee Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value determined by the relevant authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of this Scheme.

8.8 For avoidance of doubt and without prejudice to the generality of the foregoing it is clarified that upon the Scheme coming into effect, all approvals, permits, quotas, environmental approval and consents, permissions (municipal and any other statutory permission), licences, factory and other licenses, accreditations to trade and industrial bodies, Trade Mark registrations, Logos, privileges, powers, facilities, certificates, clearances, membership, subscriptions, entitlements, incentives, engagements, remissions, remedies, power, facilities, rehabilitation schemes, authorities, subsidies, concession, special status and other benefits or privileges (granted by any Governmental Authorities or by any other person) any exemptions or waivers of every kind and description of whatsoever nature, powers of attorney given by, issued to or executed in favour of the Transferor Company, shall stand transferred to the Transferee Company as if the same were originally given by; issued to or executed in favour of the Transferee Company; and the Transferee 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 Transferee Company.

8.9 Any statutory licenses, permissions, registrations, certificates, clearance, NOCs or approvals or consents held by the Transferor Company, not limited to statutory licenses, permissions, registrations or approvals or consents as mentioned in Annexure-I to this scheme, required to carry on the operations shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company and the benefit of all the statutory and regulatory permissions, environmental approvals and consents, registration or other licenses and consents shall vest in and become available to the Transferee Company as if they were originally obtained by the Transferee Company. In so far as the various incentives, subsidies, rehabilitation scheme, special status and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other person, or availed by the Transferor Company, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions as applicable to the Transferor Company, as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Transferee Company.

8.10 All electricity, gas, water and any other utility connections and tariff rates in respect thereof sanctioned by various public sector and private companies, boards, agencies and authorities to the Transferor Company, together with security deposits and all other advances paid, shall stand automatically transferred in favour of the Transferee Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. The relevant electricity, gas, water and any other utility companies, boards, agencies and authorities shall issue invoices in the name of the Transferee Company with effect from the billing cycle commencing from the month immediately succeeding the month in which the Effective Date falls. The Transferee Company shall comply with the terms, conditions and covenants associated with the grant of such connection and shall also be entitled to refund of security deposits placed with such companies, boards, agencies and authorities by the Transferor Company.

8.11 all intellectual property rights of the Transferor Company, including pending applications (including hardware, software, source codes, parameterization and scripts), registrations, goodwill, logos, trade names, trademarks, service marks, copyrights, patents, technical know-how, trade secrets, domain names, computer programmes, moral rights, development rights, finished and ongoing research and development programs and all such rights of whatsoever description and nature, whether or not registered, owned or licensed, including any form of intellectual property which is in progress ("Intellectual Property") and the same shall vest with and be available to the Transferee Company on the same terms and conditions as applicable to the Transferor Company, as if the same had



been allotted and/ or granted and/ or sanctioned and/ or allowed to the Transferee Company.

8.12 all necessary records, files, papers, building plans, computer programmes, websites, domain names, manuals, data, catalogues, quotations, sales and advertising materials, lists present and former customers, customer credit information, customer pricing information and all other records, whether in physical form or electronic form, software license, domain/websites etc. in connection with or relating to the Transferor Company the same shall without any further act or deed, be transferred to and vested in and/or handed over to the Transferee Company.

8.13 all powers, authorities, allotments, approvals, consents, rights, licenses, permits, quotas, subsidies and incentives, registrations, contracts, engagements, liberties, arrangements, approvals, certificates, approved plan layout, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company, including but without being limited to all Patents, trademarks, trade names, copyrights, designs and other commercial rights of any nature whatsoever and licenses in respect thereof, privileges, liberties, easements, advantages, benefits, leases, tenancy rights, leasehold rights, ownership flats, easements, authorizations, rights and benefits of all agreements, goodwill, receivables, benefits of any deposits, including any tax - direct or indirect including advance tax paid, refund receivable, credit for minimum alternate tax, credit for Input tax / service tax / CENVAT credit / Goods and Service Tax (GST), tax deducted in respect of any income received, tax collected at source, exemptions, benefits, concessions, incentives, right to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and electronic and other services, reserves, provisions, funds, benefits of all agreements, contracts and arrangements, letters of intent, memorandum of understanding, undertakings, deeds, bonds, schemes, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder and all other interest belonging to or in the ownership, power or possession or in the control of or vested in or granted in favour of or enjoyed by the Transferor Company shall without any further act or deed, be transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferee Company.

8.14 As a consequence of the Amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme, the recording of change in name from the Transferor Company to the Transferee Company, whether for the purposes of any licence, permit, approval or any other reason, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory

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or regulatory or any other authority without the requirement of payment of any transfer or registration fee or any other charge or imposition whatsoever.

8.15 Without prejudice to the other provisions of this Scheme, the Transferee Company may, at any time after the Scheme becoming effective, in accordance with the provisions hereof if required by any Applicable Law or otherwise take such actions or execute such documents or deeds or make such applications to the Governmental Authorities or any third person for the purposes of transfer/vesting of the approvals, sanctions, consents, permits, rights, entitlements, contracts or arrangements to which the Transferor Company was entitled to or party to, as the case may be and such Governmental Authorities or third party shall, pursuant to sanction of this Scheme by Adjudicating Body, deem to take on record in the name of the Transferee Company. The Transferee Company shall make applications to any Governmental Authorities or any third persons (as the case may be) as may be necessary in this behalf.

8.16 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that the vesting of the Transferor Company occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the Scheme coming into effect in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds (not limited to deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract, arrangements to which the Transferor Company was a party or any writing as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities and compliances as required by the Transferor Company.

8.17 The Transferee Company shall be entitled to the benefit of all insurance policies which have been issued in respect of the Transferor Company and the name of the Transferee Company shall be substituted as insured in the policies as if the Transferee Company was initially a party.

8.18 The Transferee Company shall be entitled to all the development rights, if any, held in the name of the Transferor Company and the name of the Transferee Company shall be substituted in the document related there to.

8.19 With effect from the Appointed Date, all debts, liabilities and obligations, whether or not provided for in the books of accounts and whether disclosed or undisclosed in the balance sheet of the Transferor Company, as on the close of the business on the day immediately preceding the Appointed Date, shall become the debts, liabilities, duties and obligations of the Transferee Company. Upon the Scheme coming into effect, the Transferee Company shall, in relation to all debts, liabilities and obligations provided for and disclosed in the



books of accounts and / or balance sheet of the Transferor Company, meet, discharge and satisfy the same to the exclusion of the Transferor Company.

8.20 With effect from the Appointed Date, and subject to the provisions of the Scheme, the liabilities of the Transferor Company including, but not limited to all secured and unsecured debts, sundry creditors, liabilities (including contingent liabilities), and all duties and obligations (including any guarantees, indemnities, letter of credit or any other instrument or arrangement which may give rise to a contingent liability in whatever form) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations, shall, pursuant to the sanction of this Scheme by the Adjudicating Body and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument or deed or matter or thing be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company along with any charge, Encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date, the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, without any consent of any third party or other person who is a party to the contract or arrangements by virtue of which such liabilities have risen, in order to give effect to the provisions of this Clause. Further, any existing credit facilities which have been sanctioned to the Transferor Company by the bankers, financial institutions and any third party and which is standing as on the Appointed Date but before the Effective Date shall, upon the Scheme coming into effect, ipso facto extend to the Transferee Company.

8.21 Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged or satisfied by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company

8.22 With effect from the Appointed Date, all guarantees, indemnities and contingent liabilities of the Transferor Company shall also, without any further act, instrument or deed, be transferred to or be deemed to be transferred to the Transferee Company so as become as and from the Appointed Date, the guarantees, indemnities and contingent liabilities of the Transferee Company 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 guarantees, indemnities and contingent liabilities have arisen or given, in order to give effect to the provisions of this Clause.

8.23 The transfer and vesting of the Transferor Company as aforesaid, shall be subject to the existing securities, charges, hypothecation and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of the Transferor Company, provided however, any reference in any security documents or arrangements, to which

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the Transferor Company is a party, wherein the assets of the Transferor Company have been or are offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Transferor Company as are vested in the Transferee Company by virtue of this Scheme, to the end and intent that such security, charges, hypothecation and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferee Company, provided further that the securities, charges, hypothecation and mortgages (if any subsisting) over and in respect of assets or any part thereof of the Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges, hypothecation or mortgages to the end and intent that such securities, charges hypothecation and mortgages shall not extend or be deemed to extend, to any of other assets of the Transferor Company vested in the Transferee Company. Notwithstanding anything contrary provided in this Scheme, it is clarified that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferee Company by virtue of the vesting of the Transferor Company with the Transferee Company and the Transferee Company shall not be obliged to create any further or additional security therefore after the amalgamation has become operative.

8.24 Without prejudice to the foregoing provisions, the Transferor Company and the Transferee Company 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(s), with the respective ROC, Sub Registrar of Assurances and any other Governmental Authorities to give formal effect to the above provisions, if required

8.25

a) all inter-se contracts and inter-corporate deposits, 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 contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company, shall, ipso facto, stand discharged and cancelled, cease to operate and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company. For the removal of doubt, it is clarified that in view of the above, there will be no accrual of income or expense on account of any transactions, including inter-alia any transactions in the nature of sale or transfer of any goods, materials or services, between the Transferor Company and the Transferee Company.

b) For avoidance of doubt, it is hereby clarified that with effect from the Effective Date, there will be no accrual of interest or other charges in respect of any inter se loans, deposits or balances between the Transferor Company and the Transferee Company.

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c) all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes.

8.26 All existing and future incentives, benefits, brought forward losses (if any), book unabsorbed depreciation, tax unabsorbed depreciation, unavailed credits including MAT credits and exemptions and other statutory benefits, including in respect of income tax, excise (including CENVAT) customs, central goods and services tax (CGST), state goods and services tax (SGST), integrated goods and service tax (IGST), value added tax, sales tax, service tax etc. to which the Transferor Company is entitled to in terms of the various statutes / schemes / policies, etc. of union and state governments shall be available to and shall vest in the Transferee Company upon this Scheme becoming effective. Accordingly, upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise, if it becomes necessary, its Income tax returns, Sales tax return, excise & CENVAT returns, service tax returns, GST, other tax returns, and to claim refunds/ credits, pursuant to the provisions of this scheme. The Transferee Company is also expressly permitted to claim refunds and credits in respect of any transaction between or amongst the Transferor Company and the Transferee Company.

8.27 All taxes, including income-tax, tax on book profits, service tax, GST, value added tax, CGST, SGST, IGST etc paid or payable by the Transferor Company, in respect of the operations and/ or the profits of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment including, without limitation, income-tax, tax on book profits, value added tax, etc whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the Transferor Company after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Any tax deducted at source by the Transferor Company / the Transferee Company on payables to the Transferor Company / the Transferee Company on account of inter corporate loans or balances between the Transferor Company and the Transferee Company which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceeding be dealt with accordingly.

8.28 Any refund, under the Income-Tax Act 1961 / Income Tax 2025, CGST, SGST, IGST, services tax laws, excise duty laws, central sales tax, GST laws, applicable state value added tax laws or other Applicable Laws / regulations dealing with taxes / duties / levies due to TPL consequent to the assessment made on the Transferor Company (including any refund for which no credit is taken in the accounts of the Transferor Company) as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company, upon this Scheme becoming effective.

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8.29 Any tax liabilities under the Income Tax Act, 1961 / Income Tax Act, 2025, CGST, SGST, IGST, service tax laws, excise duty laws, central sales tax, applicable state value added tax laws or other Applicable Laws/regulations dealing with taxes / duties / levies of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.

8.30 All bank accounts operated or entitled to be operated by the Transferor Company shall be deemed to have transferred and shall stand transferred to the Transferee Company and names of the Transferor Company shall be substituted by the name of the Transferee Company in the bank's records.

8.31 All cheques and other negotiable instruments, payment orders received or presented for encashment which are in name of the Transferor Company after the Effective date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company if presented by the Transferee Company. Similarly, the bankers of the Transferee Company shall honour all cheques issued by the Transferor Company for payment after the Effective Date. If require, the Transferor Company shall allow maintaining of banks accounts in the name of the Transferor Company by the Transferee Company for such time as may be determined to be necessary by the Transferor Company and the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company. It is here by expressly clarified that any legal proceedings by or against the Transferor Company in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company shall be instituted, or as the case may be, continued, by or against the Transferee Company after the coming into effect of the Scheme.

8.32 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure the smooth transition and sales of products and inventory of the Transferor Company manufactured and/or branded and/or labelled and/or packed in the name of the Transferor Company prior to the Effective Date, the Transferee 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 Transferor Company at manufacturing locations or warehouses or retail stores 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 Transferee Company after the Effective Date.

8.33 Without prejudice to the generality of the foregoing, all lease agreements and leave and license agreements, management agreements, etc., as the case may be, to which the



Transferor Company is a party, and having effect immediately before the Effective Date, shall remain in full force and effect on the terms and conditions contained therein in favour of or against the Transferee Company and may be enforced fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto or thereunder; and the respective lessees and the licensees, as the case may be, shall continue to be in possession of the premises subject to the terms and conditions contained in the relevant lease agreements or leave and license agreements, as the case may be. Further, all the rights, title, interest and claims of the Transferor Company in any properties including leasehold/licensed properties of the Transferor Company including but not limited to security deposits and advance or prepaid lease or license fee, shall, on the same terms and conditions, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company automatically without requirement of any further act or deed. The Transferee Company shall continue to pay rent or lease or license fee as provided for under such agreements, and the Transferee Company shall continue to comply with the terms, conditions and covenants thereunder.

8.34 Pursuant to the order of the Adjudicating Body, the Transferee Company shall file the relevant notifications and communications in relation to assignment, transfer, cancellation, modification, or Encumbrances of any license / certificate and any other registration including but not limited to central goods and service tax, state goods and services tax, integrated goods and services tax, value added tax, excise, service tax, income tax, ESI company registration number, PF. etc. if any, for the record of the appropriate authorities which shall take them on record.

9. CONSIDERATION, CANCELLATION OF SHARES HELD IN THE TRANSFEROR COMPANY BY THE TRANSFEREE COMPANY AND ISSUANCE OF NEW EQUITY SHARES

9.1 The Transferee Company (TTL) holds 5,83,96,260 Equity shares in the share capital of the Transferor Company (TPL). Upon coming into effect of the Scheme, the equity share capital of TPL comprising of 5,83,96,260 equity shares held by TTL (inter corporate investment) shall, without any further act, deed or instrument will get automatically cancelled, as an integral part of the Scheme, once the Scheme of Merger is sanctioned by Hon'ble NCLT and the order of NCLT is made effective.

9.2 Upon the Scheme becoming effective and in consideration of the merger by absorption and vesting of the business of the Transferor Company with the Transferee Company, in accordance with this Scheme, the Transferee Company shall, without any further application or deed, issue and allot to shareholders of the Transferor Company whose names appear in the register of members of the Transferor Company as on the Record Date or to such of their heirs, executors, administrators or the successors-in-title, as the case may be recognized by the Board of Directors, in the following manner:

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"Four Hundred and three (403) fully paid-up Equity Shares of Re. 1/- each of the Transferee Company shall be issued and allotted for every One Thousand (1000) fully paid-up Equity Shares of Rs. 2/- each held in the Transferor Company." ("Share Entitlement Ratio")

9.3 If any member becomes entitled to any fractional shares, entitlements or credit on the issue and allotment of the New Equity Shares by the Transferee Company in accordance with Clause 9.2 of Part II above, the Board of the Transferee Company shall consolidate all such fractional entitlements and shall round up the aggregate of such fractions to the next whole number and issue consolidated New Equity Shares to a trustee nominated by the Transferee Company (the "**Trustee**"), who shall hold such New Equity Shares with all additions or accretions thereto in trust for the benefit of the respective shareholders, to whom they belong and their respective heirs, executors, administrators or successors for the specific purpose of selling such New Equity Shares in the market or to the Promoters of the Transferee Company as the case may be at such price or prices and on such time or times within ninety (90) days from the date of allotment, as the Trustee may in its sole discretion decide and on such sale, pay to the Transferee Company, the net sale proceeds (after deduction of applicable taxes and costs incurred) thereof and any additions and accretions, whereupon the Transferee Company shall, subject to withholding tax, if any, distribute such sale proceeds to the concerned shareholders of the Transferor Company in proportion to their respective fractional entitlements.

9.4 The New Shares, to be issued by the Transferee Company pursuant to Clause 9.2 above, shall be issued and allotted to all the members of the Transferor Company in Demat form, i.e., dematerialized shares into the account in which shares of the Transferor Company are held or such other account as is intimated in writing by the shareholders to the Transferor Company and / or its registrar provided such intimation have been received by the Transferor Company and/or its registrar at least 7 (Seven) days before the Record Date. All those shareholders who hold shares of the Transferor Company in physical form shall also receive the new shares to be issued by the Transferee Company, in dematerialized form provided the details of their account with the depository participant are intimated in writing to the Transferor Company and / or its registrar provided such intimation has been received by the Transferor Company and/or its registrar at least 7 (seven) days before the Record Date. If no such intimation is received from any shareholder who holds shares of the Transferor Company in physical form 7 (seven) days before the Record Date or if the details furnished by any shareholder do not permit electronic credit of the new shares of the Transferee Company, the Transferee Company shall deal with the relevant shares in such manner as may be permissible under the Applicable Law, including by way of issuing the corresponding shares in dematerialised form to the Trustee who shall hold these shares in trust for the benefit of such shareholder. The new shares of the Transferee Company held by the Trustee of Transferee Company for the benefit of the shareholder shall be transferred to the

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respective shareholder once such shareholder provides details of his/her/its demat account to the Trustee of Transferee Company, along with such other documents as may be required by the Trustee of Transferee Company. The respective equity shareholders shall have all the rights of the shareholders of the Transferee Company, including the right to receive dividend, voting rights and other corporate benefits, pending the transfer of equity shares from the Trustee of Transferee Company.

9.5 The Transferee Company shall increase and reclassify its authorised share capital, to the extent required; in order to issue the New Shares under this Scheme in accordance with the procedure prescribed under section 61 of the Companies Act, 2013, without prejudice to the right of the Transferee Company to avail set off for the fees paid by the Transferor Company as per Clause 15.3 of Part III in terms of Section 232(3) (i) of the Act.

9.6 In the event of there being any pending and valid share transfer, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of Directors or any committee thereof, of the Transferor Company shall be empowered in appropriate cases, even subsequent to the Record Date as the case may be to effectuate such a transfer in the Transferor Company as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties to the Transferor Company or the Transferee Company, as the case may be, in respect of such shares.

9.7 In the event the New Shares are required to be issued and alloted to such shareholders of the Transferor Company, being non-resident, the issue of such New Shares shall be in accordance with the provisions of the Foreign Exchange Management Act, 1999 and the applicable rules and regulations made thereunder (for the time being in force, including, any statutory modifications, re-enactments or amendments made thereto from time to time)

9.8 The New Shares to be issued and allotted by the Transferee Company, in terms of this Scheme shall be subject to the provisions of the Memorandum of Association and Articles of Association of the Transferee Company. The New Equity Shares to be issued and allotted shall rank *pari passu* in all respects with existing equity shares of the Transferee Company, including in respect of dividends, if any, that may be declared by the Transferee Company, on or after the Effective Date.

9.9 The issue and allotment of the New Shares in the Transferee Company to the relevant shareholders of the Transferor Company as provided in the Scheme shall be carried out and the same would not require following of the procedure laid down under Section 42 and 62 and any other applicable provision of the Companies Act, 2013.

9.10 The New Shares to be issued by the Transferee Company under this Scheme pursuant to Clause 9.2 in respect of any equity shares of the Transferor Company which are held in abeyance under the provisions 126 of the Companies Act, 2013 and other applicable



provisions of relevant Act, shall, pending allotment or settlement of dispute by the order of court or otherwise, also be held in by the Transferee Company in abeyance.

9.11 For the purpose of issue of the New Shares to the equity shareholders of the Transferor Company, the Transferee Company may, if and to the extent required, apply for and obtain the required statutory approvals from the Governmental Authorities for the issue and allotment by the Transferee Company of such New Shares.

9.12 Subsequent to the sanction of the Scheme, the Transferee Company shall make an application for listing and/ or admission for trading the Equity Shares on BSE and NSE in which the shares of the Transferee Company are listed in pursuance to the relevant regulations including, LODR read with the SEBI Circulars. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the Applicable Laws or regulations for the Transferee Company for complying with the formalities / requirements of BSE and NSE.

9.13 There may be change in the pre-arrangement capital structure and shareholding pattern or controls of the Transferor Company till the listing of the new equity shares issued by the Transferee company to the shareholders of the Transferor Company including ESOP conversion into Equity shares of the Transferor Company.

9.14 The equity shares allotted pursuant to the Scheme shall remain frozen in the depositories system until listing/ trading permission is given by the Stock Exchanges i.e. National Stock Exchange of India Limited (NSE) and BSE Limited (BSE) in terms of this Scheme.

9.15 There shall be no change in the shareholding pattern or control in the Transferee Company between the Record Date and the listing of the shares of the Transferee Company by the relevant stock exchanges in terms of this Scheme except to the extent of ESOP conversion into Equity shares of the Company.

9.16 In the event, the Transferor Company or the Transferee Company restructures their equity share capital by way of share split/consolidation/issue of bonus shares during the pendency of the Scheme, the Share Exchange Ratio shall be adjusted accordingly, to consider the effect of any such corporate actions

9.17 The Transferor Company and the Transferee Company shall duly comply with various provisions of the LODR read with the SEBI Circulars and other relevant SEBI Regulations.

9.18 The Transferor Company and Transferee Company shall ensure that the Scheme of Arrangement submitted with the NCLT for sanction provides for voting by shareholders through E-Voting after disclosure of all material facts in the explanatory statement sent to the shareholders in relation to such special resolution.



9.19 Approval of the Scheme by the shareholders of the Transferee Company shall be deemed to be due compliance of the provisions of sections 42, 62 if any and other relevant or applicable provisions of the Companies Act, 2013 and Rules made thereunder for the issue and allotment of the Equity shares by the Transferee Company to the shareholders of the Transferor Company as provided hereinabove.

9.20 Unless otherwise determined by the Board of Directors or any committee thereof of the Transferee Company, allotment of new Shares in terms of clause 9 of this part shall be done within 60 days from the effective date.

PART III

DISSOLUTION OF TRANSFEROR COMPANY, GENERAL CLAUSES AND TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

10. DISSOLUTION OF THE TRANSFEROR COMPANY

10.1 Upon the Scheme coming into effect, the Transferor Company shall without any further act or deed, stand dissolved without winding up without any further act or deed.

10.2 Upon the coming into effect of this Scheme, the name of the Transferor Company shall be struck off from the records of the ROC. The Transferee Company shall make all necessary filings in this regard. The Transferee Company shall maintain the books and records of the Transferor Company, in terms of the provisions of Section 239 of the Act.

11. ACCOUNTING TREATMENT

Upon the Scheme becoming effective and with effect from the Appointed date:

11.1 Notwithstanding anything contrary contained in any other clauses of the Scheme, the Transferee Company shall give effect to the accounting treatment of amalgamation in its books of accounts in accordance with the treatment provided for 'Pooling of Interest Method' as prescribed in Appendix C of Indian Accounting Standard 103 on Business Combinations notified under the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, relevant clarifications issued by the IND AS Transition Facilitation Group (ITFG) of the Institute of Chartered Accountants of India and other generally accepted accounting principles in India or any other relevant or related requirement under the Act, as applicable on the Appointed Date.

11.2 The Transferee Company shall recognize the assets, liabilities, and reserves of the Transferor Company in its books of accounts on the date as determined under IND AS 103 and at their respective carrying amounts as appearing in the Financial Statements of the Transferor Company.

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11.3 Pursuant to the amalgamation of the Transferor Company with the Transferee Company, the inter-company balances between the Transferee Company and the Transferor Company, if any, appearing in the books of the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf. Inter-company transactions, and unrealised profits or losses included in the carrying amount of assets arising from such transactions, if any, shall also be eliminated.

11.4 The investment held by the Transferee Company in the equity shares of the Transferor Company shall stand cancelled pursuant to the amalgamation, and no shares shall be issued by the Transferee Company in respect of the shares of the Transferor Company held by it. Shares.

11.5 The identity of the reserves, including balance of Profit and Loss Account, of the Transferor Company shall be preserved and they shall appear in the Financial Statements of the Transferee Company in the same form and manner in which they appeared in the Financial Statements of the Transferor Company.

11.6 The consideration transferred by the Transferee Company to the shareholders of the Transferor Company, as prescribed in clause 9 of this Scheme, shall be recognised at nominal /face value and credited to the Equity Share Capital of the Transferee Company.

11.7 The excess of, or deficit, in the value of the assets over the value of the liabilities of the Transferor Company vested in the Transferee Company pursuant to this Scheme as recorded in the books of account of the Transferee Company shall, after adjusting the aggregate value of the new shares issued by the Transferee Company to the members of the Transferor Company pursuant to this Scheme and the amounts recorded hereinabove, be transferred to Capital Reserve, in case of surplus, and to Reserves, in case of deficit, in accordance with the accounting principles prescribed under Appendix C of Ind AS 103 (Business combinations of entities under common control).

11.8 In case of any differences in the accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail and the impact of the same till the Appointed Date of Merger by Absorption will be quantified and adjusted in the Transferee Company to ensure that the Financial Statements of the Transferee Company effect the true financial position on the basis of consistent accounting policies.

11.9 Comparative financial information in the standalone financial statements of the Transferee Company shall be restated for the accounting impact of merger, as stated above, as if the merger had occurred from the beginning of the comparative period presented. However, if common control came into existence at a date later than beginning of the comparative period presented, the prior period information shall be restated only from the date on which common control came into existence..



11.10 For accounting purposes, the Scheme will be given effect when all substantial conditions for the transfer of the Transferor Company are completed.

11.11 Any matter not dealt with in clauses hereinabove shall be dealt with in accordance with the requirement of applicable Ind AS.

11.12 In addition, the Transferee Company shall pass such accounting entries, as may be necessary, in connection with this Scheme to comply with any of the applicable accounting standards and generally accepted accounting principles.

11.13 Costs, charges and expenses incurred in connection with the Scheme shall be charged to the Statement of Profit and Loss of the Transferee Company in the period in which they are incurred.

11.14 The tax effects of the amalgamation, including deferred tax, shall be recognised by the Transferee Company in accordance with Ind AS 12, Income Taxes.

12. STAFF, WORKMEN AND EMPLOYEES

12.1 On the Scheme coming into effect, all the employees of the Transferor Company in service on such date shall be deemed to have become employees of the Transferee Company with effect from the Effective Date without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with the Transferee Company; shall not be less favourable than those applicable to them with reference to the Transferor Company on the Effective Date. The position, rank and designation of the employees would however be decided by the Transferee Company. Any salary, compensation, fringe benefits, perquisites and other kind of consideration given by the Transferor Company from the Appointed Date till the Effective Date will be deemed to have been paid by the Transferee Company.

12.2 In so far as the provident fund, gratuity fund or any other special fund created or existing for the benefit of the employees of the Transferor Company are concerned, upon the Scheme coming into effect, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such fund or funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees employed in the Transferor Company under such funds and trusts shall be protected, subject to the provisions of law for the time being in force. The contributions made by the Transferor Company in respect of its employees to such fund or funds for any period subsequent to the Appointed Date shall be deemed to be contributions made by the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous and uninterrupted for the purpose of



the said fund or funds. Without prejudice to the aforesaid, the Board of Directors of the Transferee Company, if it deems fit and subject to Law, shall be entitled to: (i) retain separate trusts or funds within the Transferee Company for the erstwhile fund(s) of the Transferor Company; or (ii) merge the pre- existing fund of the Transferor Company with other similar funds of the Transferee Company.

12.3 The Transferee Company shall comply with any agreement(s)/settlement(s) entered into with labour unions/association (if any) or employees by the Transferor Company, till their respective validity periods. The Transferee Company agrees that for the purpose of payment of any retrenchment compensation, gratuity and other termination benefits, the past services of employees with the Transferor Company, shall also be taken into account, and further agrees to pay such benefits when they become due.

12.4 **Employee Stock Benefits**

12.4.1 Upon the Scheme becoming effective, employees of the Transferor Company holding options, (whether vested or unvested) under the TPL Plastech Limited – Employee Stock Option Plan 2024 as on the Effective Date, shall continue to hold such TPL Plastech Limited ESOPs on the existing terms and conditions, except for such modifications as may be required to give effect to this Clause12.4.

12.4.2 TPL Plastech Limited has approved a total of 40,00,000 options under its ESOP, each entitling the holder to one Equity Share of Rs. 2/- each. Of these, 8,00,000 options were granted on 27th December, 2024.

12.4.3 Each Stock Option carry the right to apply for and be allotted 1 (one) Equity Share of face value of ₹2/- (Rupees Two) each of the Company.

12.4.4 100% of the options granted shall vest at the completion of the Period of 1 (One) year from the date of the Grant (i.e. 27.12.2024) of such Options

12.4.5 After Vesting, Options can be Exercised either wholly or partly, during the exercise window, within the maximum exercise period of 6 (Six) years from the date of Vesting.

12.4.6 Immediately upon the Scheme becoming effective, TPL Plastech Limited ESOPs shall continue, subject to such adjustments towards the merger, as may be deemed appropriate by the relevant committee of the Board of the Transferor Company and Transferee Company in accordance with the provisions of the TPL Plastech Limited ESOPs and in compliance with the applicable laws. The Board of the Transferee Company shall through its Nomination & Remuneration & Compensation Committee, decide the manner in which difference in the intrinsic value created pursuant to the merger is to be compensated to the TPL Plastech Limited's ESOPs holders in compliance with the applicable laws and SEBI regulations.



12.4.7 The Boards of the Transferor Company and the Transferee Company shall take such actions and execute such further documents as may be necessary or desirable for the purpose of giving effect to the provisions of Clause 12.4.

13. CONTRACTS, DEEDS AND STATUTORY CONSENTS

13.1 Subject to the provisions of this Scheme, all contracts, deeds, bonds agreements, arrangements and other instruments of whatsoever nature of the Transferor Company which are subsisting or having effect immediately before the Effective Date shall be in full force against or in favour of the Transferee Company and may be enforced as fully and effectively as if, instead of the Transferor Company, the Transferee Company has been a party or beneficiary thereto. The Transferee Company shall, if necessary, to give formal effect to this Clause, enter into and/or issue and or execute deeds, writings or confirmations or enter into arrangement, confirmation or novation to which the Transferor Company is a party.

13.2 The Transferee Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf and in the name of the Transferor Company and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

13.3 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the relevant Governmental Authorities (including, the court, Tribunal, Debt Recovery Tribunal as the case may be or any other agency, department or other authorities concerned as may be necessary under law), for such consents, approvals and sanctions which the Transferee Company may require to own and operate all or part of the Transferor Company.

14. VALIDITY OF EXISTING RESOLUTIONS

Upon coming into effect of this scheme, the resolutions of the Transferor Company including the approvals that may have been obtained by the Transferor Company from its shareholders and which are valid and subsisting on the Effective Date, as are considered necessary by the Board of Directors of the Transferee Company shall be considered as resolutions of the Transferee Company. If any such resolutions have any monetary limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of Directors of the Transferee

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Company, shall be added to the limits, if any under the like resolutions passed by the Transferee Company.

Any corporate approvals, resolutions, and powers of attorney executed, passed and/or obtained by the Transferor Company, whether for purposes of compliance or otherwise, including without limitation approvals under Sections 42, 62, 179, 180, 185, 186, 188, etc. of the Act, read with the rules and regulations made thereunder and SEBI LODR Regulations, shall stand transferred to the Transferee Company and such corporate approvals, resolutions and/or powers of attorney shall be deemed to have been executed, passed, obtained and/or complied with by the Transferee Company.

15. CLUBBING OF AUTHORISED SHARE CAPITAL OF THE TRANSFEREE COMPANY

15.1 Upon the Scheme coming into effect, in accordance with the provisions of Section 232 of the Companies Act, 2013 and pursuant to the consolidation/clubbing of the authorized share capital of the Transferor Company of Rs 20,00,00,000/- (Rupees Twenty Crores only) with the authorized share capital of the Transferee Company, the authorised share capital of the Transferee Company shall, without any further act, deed or action, stand increased to Rs. 120,00,00,000/- (Rupees One Hundred Twenty Crores only) divided into 117,50,00,000 equity shares of Re. 1/- each and 25,00,000 Redeemable Preference shares of Rs. 10/- each.

15.2 Accordingly, the authorized share capital of the Transferee Company shall stand increased by an amount of Rs. 20,00,00,000/- and Clause V of the Memorandum of Association of TTL (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13 and 61 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 as the case may be and be replaced by the following clause:

V. "The Authorized Share Capital of the Company is Rs. 120,00,00,000/- (Rupees One Hundred Twenty Crores only) divided into 117,50,00,000 Equity Shares of Re. 1/- aggregating to Rs. 117,50,00,000/- and 25,00,000 Redeemable Preference shares of Rs.10/- each aggregating to Rs. 2,50,00,000/-.

The Company has power from time to time to increase or reduce its capital and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or other special rights, privileges, conditions or restrictions as may be determined by or in accordance with the Articles of Association of the company and to vary, modify or abrogate any right, privileges or condition or restriction in such manner as may for the time being be permitted by the Articles of Association of the Company or the legislative provision for the time being in force in that behalf.



15.3 It is hereby clarified that an increase of authorised share capital of the Transferee Company, shall be effected as an integral part of Scheme without any further act or deed on the part of the Transferee Company and consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment. The Transferee Company shall not be obliged to follow the procedure or filing as required under Sections 13, 61, 64 of the Companies Act 2013 or any other applicable provision of the relevant Act. It is further clarified that no registration fee, ROC fees, stamp duty etc shall be payable by the Transferee Company. Upon the Scheme coming into effect, the registration fees and stamp duty paid by the Transferor Company on the authorised share capital of the Transferor Company shall, without any act or deed, be available as a set off to the Transferee Company in terms of Section 232(3) (i) of the Act.

15.4 The aforesaid quantum of merging of authorised share capital of the Transferor Company with the Transferee Company and consequent amendment to the Memorandum of Association of the Transferee Company is indicative in nature and the same shall be subject to change due to any increase in authorized share capital of the Transferor Company or the Transferee Company prior to the Appointed Date till the Scheme coming effect. Any such increase in the authorised share capital of the Transferor Company or the Transferee Company after the Appointed Date till the Scheme coming into effect shall stand ipso facto added or clubbed to aggregate authorised share capital of the Transferee Company as set in Clause 15.1 above.

16. LEGAL PROCEEDINGS

16.1 Any suit, petition appeal or other proceeding of whatsoever nature and any orders of court, judicial or quasi-judicial authority or tribunal or other Governmental Authorities enforceable by or against the Transferor Company, including without limitation any restraining orders pending before any courts, judicial or quasi-judicial authority or tribunal or any other forum, relating to the Transferor Company, whether by or against the Transferor Company, pending as on the Effective Date, shall not abate or be discontinued or in any way prejudicially affected by reason of the Amalgamation of the Transferor Company or of any order of or direction passed or issued in the amalgamation proceedings or anything contained in this Scheme, but by virtue of the order sanctioning the Scheme, such legal proceeding shall be continued and any prosecution shall be enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued, prosecuted and/or enforced by or against the Transferor Company as if this Scheme had not been implemented.

16.2 After the Appointed Date and until the Effective Date, the Transferor Company shall defend all legal proceedings, other than in the ordinary course of business, with the advice and instructions of the Transferee Company.

16.3 The transfer and vesting of the assets and liabilities under the Scheme and the continuance of the proceedings by or against the Transferee Company shall not affect any transaction or

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proceeding already completed by the Transferor Company Company between the Appointed Date and the Effective Date to the end and intent that the Transferee Company accepts all acts, deeds and things done and executed by and / or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.

17. CONDUCT OF BUSINESS TILL THE EFFECTIVE DATE

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

17.1.1 The Transferor Company shall carry on its business and activities in the normal course of business till the Effective Date and shall be deemed to have held or stood possessed of and shall hold and stand possessed of all the assets of the Transferor Company for and on account of and in trust for the Transferee Company;

17.1.2 All the profits or income accruing or arising to the Transferor Company or the expenditure or losses arising or incurred by the Transferor Company shall for all purposes be treated and be deemed to be and accrued as the profits and income or expenditure and losses of the Transferee Company.

17.1.3 The Transferor Company shall carry on their business activities with general prudence and shall not, without prior written consent of the Transferee Company alienate, charge or otherwise deal with or dispose off any of its business undertaking or any part thereof (except in the ordinary course of business or pursuant to any pre-existing obligations undertaken by the Transferor Company prior to the Appointed Date).

17.1.4 The Transferor Company shall also be entitled, pending the sanction of the Scheme, to apply to Central Government, State Governments and all other agencies, departments and statutory authorities concerned, including Securities & Exchange Board of India (SEBI), BSE Limited and National Stock Exchange of India Limited (NSE) , wherever necessary for such consents, approval and sanctions which the Transferee Company may require including the registration, approvals, exemptions, reliefs, etc., as may be required to be granted under any law for time being in force for carrying on business by the Transferee Company.

17.1.5 The Transferor Company shall not make any modification to its capital structure, either by increase, decrease, reclassification, sub-division or reorganization or in any other manner, whatsoever, except by mutual consent of the Boards of Directors of the Transferor Company and of the Transferee Company and approval from relevant appropriate authorities.

17.1.6 All the taxes of the Transferor Company paid or payable by the Transferor Company including income tax refunds receivables, tax credits such as TDS deducted by customers / banks, CENVAT credit balances, Goods and Services Tax credit balance, Goods and

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services tax refunds due and service tax refunds due. etc, shall be deemed to be taxes paid or payable by or credits available (as the case may be) for the Transferee Company; and

17.1.7 The Transferee Company shall, with simultaneous intimation to the Transferor Company, take major policy decisions in respect of its assets and liabilities and its present capital structure.

18. POST SCHEME CONDUCT OF OPERATION

18.1 Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realize all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally accepted by the Transferor Company and the Transferee Company concerned. For avoidance of doubt, it is hereby clarified that with effect from the Effective Date and until such time that the name of the bank accounts of the Transferor Company has been replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of the Transferor Company in so far as may be necessary.

18.2 Pursuant to the Scheme becoming effective, the Transferee Company is expressly permitted to revise its Financial Statements and returns along with prescribed forms, filings and annexures under the IT Act (including for minimum alternate tax purposes and tax benefits), service tax law, goods & service tax and other tax laws, and to claim refunds and/or credits for taxes paid (including minimum alternate tax, Goods & Service Tax), and to claim tax benefits under the applicable Tax Laws, and for matters incidental thereto, if required to give effect to the provisions of this Scheme.

18.3 Upon coming into effect of the Scheme, the Transferee Company shall, with reasonable dispatch apply for transition of all licences, registrations, market authorizations, permits, incentives, subsidies. The period between the Effective Date and transition of all licenses, permits, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status have occurred including change of name (hereinafter referred to as "Transitory Period"). With a view to avoid any disruption of business, to ensure continuity of operations and to maintain same quality of services, upon the coming into effect of the Scheme and licenses, permits, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status are transferred, recorded, effected and/or perfected, in the record of the relevant governmental / regulator authorities in all applicable jurisdictions in favour of the Transferee Company including the Change of name of the Transferee Company, the Transferor Company shall :

a) carry on and be deemed to have been carrying on all business and activities relating to



the Undertakings in the name and style of the Transferor Company and under the relevant licenses, permits, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status and the Transferee Company shall keep record of account of such transactions; and during the Transitory Period and not exceeding 360 days carry on the business in the name and form/format of the Transferor Company ; and

b) The Transferor Company shall carry on and be deemed to have been carrying on the aforesaid transactions and activities and shall hold and stand possessed of and shall be deemed to hold all any monies, proceeds, benefits and rights accruing to the Transferor Company in the Transitory Period for and on account of, and in trust for, the Transferee Company.

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

d) 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 Transferee Company, the Transferee Company is authorized to carry on business in the name and style of the relevant Transferor Company, and under the relevant license and or permit and/or approval, as the case may be, and the Transferee Company shall keep a record and / or account of such transactions.

18.4 The Transferee Company, 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 either surrender/convert or transfer/obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company. It is hereby clarified that if the consent of any third party or Governmental Authority, if any, is required to give effect to the provisions of this Clause, the said third party or Governmental Authority shall make and duly record the necessary substitution/endorsement in the name of the Transferee Company 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 Transferee Company shall file applications/documents, as applicable, with relevant authorities concerned for information and record purposes.



18.5 Without prejudice to the other provisions of the Scheme, in order to ensure implementation of the provisions of the Scheme and continued vesting of the benefits in favour of the Transferee Company, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under Applicable Law or otherwise, unilaterally take all such actions, including execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement in relation to which the Transferor Company has been a party, including any filings with the regulatory authorities in order to give formal effect to the above provisions and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.

18.6 Notwithstanding anything contained in this Scheme, on and after the Effective Date, until any property, asset, license, Permit, contract, agreement and rights and benefits arising therefrom pertaining to the Transferor Company, as the case may be, are recorded, effected and/ or perfected, in the records of any Appropriate Authority or otherwise, in favour of the Transferee Company, the Transferee Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, Permit, contract or agreement as if they were the owner of such property or asset or as if they were the original party to the license, Permit, contract or agreement.

18.7 The Transferee Company may, from time to time, in accordance with Act, rules and regulations framed by the SEBI including the SEBI (Issue of Capital and Disclosure) Regulations, 2018, SEBI (Issue and Listing of Non-Convertible Securities), Regulations 2021, and other Applicable Laws, issue securities to any Person (including by way of a rights issue, preferential allotment, private placement, qualified institutional placement, bonus issue, or any other permissible manner).

18.8 It is hereby clarified that any actions required to be taken by the Transferor Company under the Scheme, pursuant to the Amalgamation and dissolution of the Transferor Company shall be discharged by the Transferee Company as its successor.

19. RATIFICATION

Except as provided in the clauses above, the Transferee Company shall accept all acts, deeds and things done and executed by and/or on behalf of the Transferor Company on and after the Appointed Date as acts, deeds and things done and executed by and on behalf of the Transferee Company as the case may be.

20. SAVING OF CONCLUDED TRANSACTIONS

The transfer of assets, properties and liabilities and the continuance of proceedings by or against the Transferor Company under Clause 8 of Part II of the Scheme above shall not affect any transaction or proceedings already concluded by the Transferor Company on or prior to the Appointed Date, to the end and intent that the Transferee Company



accept and adopt all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

21. DIVIDENDS

The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim and/or final, to their respective shareholders prior to the Effective Date, but only in the ordinary course of business.

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 Transferor Company and the Transferee Company 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 Directors of the Transferor Company and the Transferee Company, and if applicable in accordance with the provisions of the Act, be subject to the approval of the shareholders of the Transferor Company and the Transferee Company.

22. APPLICATION TO ADJUDICATING BODY

The Transferor Company and the Transferee Company shall, with all reasonable despatch, make joint or separate applications/petitions under Sections 230 to 232 of the Companies Acts, 2013 and other applicable provisions of the Act to the relevant Adjudicating Body, for sanctioning of this Scheme and all matters ancillary or incidental thereto.

23. MODIFICATIONS/ AMENDMENTS TO THE SCHEME

23.1 Subject to Clause 23.4., the Companies may mutually, by their respective Boards of Directors or such other person or persons, as the respective Boards of Directors (including any committee or sub-committee thereof), may authorize, may assent and/or make and/or consent to (i) any modifications/amendments to the Scheme (including but not limited to the terms and conditions thereof); or (ii) to any conditions or limitations that the Tribunal or any other Governmental Authority may deem fit to direct or impose; or (iii) modification/amendment which may otherwise be considered necessary, desirable or appropriate by them. No further approval of the shareholders or creditors of any of the Companies shall be necessary for giving effect to the provisions of this Clause.

23.2 The Companies, by their respective Boards of Directors or such other person or persons, as the respective Boards of Directors may authorize (including any committee or sub-committee thereof), shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any authorities or otherwise howsoever arising out of, or under, or by virtue of the Scheme and/or any matter concerned or connected therewith (including any question or difficulty arising in connection with any insolvent or deceased shareholders) or to review the position relating to the satisfaction of the



various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under the Law).

23.3 For the purpose of giving effect to this Scheme or to any modifications or amendments or additions thereto, the respective Board of Directors of the Companies may jointly give and are hereby jointly authorised to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all the Companies, in the same manner as if the same were specifically incorporated in this Scheme.

23.4 Notwithstanding anything stated in Clauses 23.1, 23.2 and 23.3 hereinabove, no amendments or changes to the Scheme shall be carried out or be permissible unless and until the same are approved by the Tribunal before which the Companies have filed the petition for sanctioning the Scheme.

23.5 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Companies and their respective shareholders and/or creditors, if any, and the terms and conditions of this Scheme, the latter shall prevail.

23.6 If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any provisions of Law at a later date, whether as a result of any amendment of Law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of the Law shall prevail. Subject to obtaining the sanction of the Tribunal, if necessary, this Scheme shall then stand modified in accordance with Clause 23 of the Scheme to the extent determined necessary to comply with the said provisions. Such modification will, however, not affect other parts of this Scheme. Notwithstanding the other provisions of this Scheme, the power to make such amendments/modifications as may become necessary, whether before or after the Effective Date, shall, subject to obtaining the sanction of the Tribunal if necessary, vest with the Board of Directors of the respective Companies, which power shall be exercised reasonably in the best interests of the Companies and their respective shareholders.

24. CONDITIONALITY OF THE SCHEME

Unless otherwise decided (or waived) by the Companies, the effectiveness of the Scheme is and shall be conditional upon and subject to the fulfilment or waiver (to the extent permitted under applicable Law) of the following conditions precedent:

a) the requisite Stock Exchanges Approval having been obtained by the Companies in relation to the Scheme, which shall be in form and substance acceptable to the Companies, each acting reasonably and in good faith;



b) the Scheme being approved by way of Special Resolution including E-Voting by the respective requisite majorities of the classes of members and creditors (where applicable) of the Companies in accordance with the Act or dispensation having been received from the Tribunal in relation to obtaining such approval from the shareholders and/or creditors or any Law permitting the respective Companies not to convene the meetings of its shareholders and/or creditors;

c) the Scheme being confirmed/approved by the Tribunal, either on terms as originally approved by the Companies, or subject to such modifications approved by the Tribunal, which shall be in form and substance acceptable to the Companies, each acting reasonably and in good faith; and

d) certified copies of the confirmation orders of the Tribunal confirming/sanctioning the Scheme being filed with the ROC by the respective Companies.

25. REVOCATION OF THE SCHEME

25.1 In the event of any of the said sanction and approval referred to in the preceding Clause 24 above not being obtained and/or the Scheme not being sanctioned by applicable Adjudicating Body and/or the Order(s) not being passed as aforesaid within such period as may be agreed upon from time to time between the Transferor Company and the Transferee Company (through their respective Board of Directors), this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between the Transferor Company and the Transferee Company, or their respective shareholders or employees or any other persons, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, obligation 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 this Scheme and / or otherwise arise as per law. For the purpose of giving full effect to this Scheme, the respective Board of Directors of the Transferor Company and the Transferee Company, are hereby empowered and authorised to agree to and extend the aforesaid period from time to time without any limitations in exercise of their power through and by their respective delegates.

25.2 The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if such Board of Director of the Transferor Company and the Transferee Company are of the view that the coming into effect the Scheme in terms of the provisions of this Scheme or filing of the drawn up / certified authenticated orders with any authority could have adverse implication on both/ any of the companies or in case any condition or alteration imposed by the relevant Adjudicating Body or any other authority is not on terms acceptable to them.

25.3 If any part of this Scheme hereof is invalid, ruled illegal by any court of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the



parties that such part shall be severable from the remainder of the Scheme and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about modification in the Scheme, as will best preserve for the parties the benefits and obligations of the Scheme, including but not limited to such part.

26. MUTATION OF PROPERTY

26.1 Upon the Scheme coming into effect and with effect from the Appointed Date, the title to the immovable properties including development rights, shall be deemed to have been mutated and recognized as that of the Transferee Company and the mere filing of the certified true copy of the vesting order of the Tribunal sanctioning the Scheme with the appropriate Registrar or Sub-registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing title of the immovable properties including development rights with the Transferee Company pursuant to the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof.

27. COSTS, CHARGES AND EXPENSES CONNECTED WITH THE SCHEME

All costs, charges, taxes including duties, levies and all other expenses of the Transferor Company and the Transferee Company into or in connection with or incidental to this Scheme and matters incidental thereto on or prior to the Effective Date shall be borne by the Transferor Company and the Transferee Company equally.

FOR TPL PLASTECH LIMITED

J.A. Ashar

JAYESH AJITKUMAR ASHAR
CHIRF EXECUTIVE OFFICER

TPL PLASTECH LIMITED

TPL Plastech Ltd

Annexure-I – List of Licences

Sr. No.	Name of Unit	Address	Approval	Concerned Authority	Validity
1	TPL Plastech Ltd-Silvassa	Plot No. 5. Govt Indl. Estate, Khadoli Village, Silvassa - 396230 D & NH (U.T.)	Factory Licence (Licence to work a Factory)	Chief Inspector of factories & Boiler, DNH & DD	From 01.01.2026 to 31.12.2030
			Pollution Control Committee Certificate	Member Secretary, PCC, DNH & DD	From 31.12.2021 to 31.12.2026
			Labour Licence (Form-II: Certificate of Rergistration)-Common for Both Unit	Deputy Commissioner (Labour)/ Registering Officer, DNH, Silvassa	From 04.12.2025 to 04.12.2026
			Gram Panchayat Amboli (House Tax)-Common Both Unit	Secretary, Gram Panchayat, Amboli	From 01.04.2026 to 31.03.2027
2	TPL Plastech Ltd-Silvassa II	Plot No. 5P Govt Indl. Estate, Khadoli Village, Silvassa - 396230 D & NH (U.T.)	Factory Licence (Licence to work a Factory)	Chief Inspector of factories & Boiler, DNH & DD	From 01.01.2024 to 31.12.2030
			Pollution Control Committee Certificate	Member Secretary, PCC, DNH & DD	From 28.02.2026 to 28.02.2029
3	Vizag	Plot No. 4,5 & 6, Block 'F' Industrial Park,Auto Nagar,Tunglam Village,Visakhapatnam,A.P.-530012	Pollution Control Committee Certificate	Environmental Engineer, Andhra Pradesh Pollution Control Board Regional Office, Visakhapatnam	Validity till 30th April, 2028
			Andhra Pradesh Industrial Infrastructure Corporation Ltd (Trade License Certificate)	Commissioner APIIC-IALA, Gajuwaka	FY 2026-27
			Factory License	I/C Inspector of Factories, Visakhapatnam-I	01.01.26 to 31.12.26
4	Dahej	D-2/E-333, next to Raptakos Brett & Co Ltd, Dahej-2 E-333 Industrial Estate, Village Galenda, Taluka Vagra, Dahej SIR, Bharuch, Gujarat, 392130	Factory License	Industrial Safety and Health Gujarat State	Valid upto 31.12.2027
			Gujarat Pollution Control Board	RO Head, Bharuch	Valid upto 08.05.2028
5	Pantnagar	54 & 55, Village Alakhdevi, Tehsil - Gadarpur, Udhamsingh Nagar, Uttarkhand - 263153	Factory License	Labour Department, Uttarakhand	Valid upto 31.12.2026
			Gram Panchayat Tax	Gram Panchayat	From 01.04.2026 to 31.03.2027

TPL PLASTECH LIMITED

Sr. No.	Name of Unit	Address	Approval	Concerned Authority	Validity
6	Bhuj	Survey No.217/2, Village Kotda,Taluka: Anjar,Kachchh , Gujarat - 370 020	Pollution Control Committee Certificate	Gujarat Pollution Control Board	Valid upto 30.06.2027
			Factory License	Directorate Industrial Safety & Health Gujarat State	Valid upto 20.12.2030
			Gram Panchayat Tax	Gram Panchayat	From 01.04.2026 to 31.03.2027
7	Ratlam	Plot No. 1164, Khata Khasra 1094/416, Mhow Neemuch Road, Opp Highway Fuels, Ratlam, M. P. - 457001	Factory License	Health & Safety Deapartment, Madhya Pradesh	Valid upto 31.12.2026
			Pollution Control Committee Certificate	Health & Safety Deapartment, Madhya Pradesh	Valid upto 30.10.2027

