

## PHILIPS INDIA LIMITED

Registered Office	:	3rd Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town	
		(Rajarhat) Kolkata – 700156, West Bengal	
Tel No	:	+91 124 4606000	
Fax No:	:	+91 124 4606666	
CIN	:	U31902WB1930PLC006663	
Website	:	www.philips.co.in	
Email	:	rajiv.mathur@philips.com	

### TRIBUNAL CONVENED MEETING

### <u>OF</u>

### THE UNSECURED CREDITORS

Day	:	Friday	
Date	:	ebruary 19, 2021	
Time	:	00 PM	
Venue	:	Video Conference / other Audio Visual Mode	

### **REMOTE E-VOTING:**

COMMENCING ON	:	February 15, 2021 at 9.00 A.M.
ENDING ON		February 18, 2021 at 5.00 P.M.

### E-voting facility shall also be available to the unsecured creditors of the Applicant Company during the Meeting.

Sl. No.	Contents	Page No.
1.	Notice of Tribunal Convened Meeting of the unsecured creditors of Philips India Limited convened as per the directions of the Kolkata Bench of the National Company Law Tribunal for seeking their consent and approval to the Composite Scheme of Arrangement amongst Philips India Limited, Preethi Kitchen Appliances Private Limited, Philips Domestic Appliances India Limited and their respective shareholders, under Sections 230 - 232 of the Companies Act, 2013.	3 - 10
2.	Explanatory Statement under Section 230(3) of the Companies Act, 2013, read with Section 102 of the Companies Act, 2013 and Rule 6(3) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.	11 - 38
3.	Composite Scheme of Arrangement amongst Philips India Limited, Preethi Kitchen Appliances Private Limited, Philips Domestic Appliances India Limited and their respective shareholders, under Sections 230 - 232 of the Companies Act, 2013, enclosed as <b>Annexure 1</b> .	39 - 109
4.	Report adopted by the Board of Directors of Philips India Limited pursuant to the provisions of Section 232(2)(c) of the Companies Act, 2013, enclosed as <b>Annexure 2.</b>	110 - 116
5.	Report adopted by the Board of Directors of Preethi Kitchen Appliances Private Limited pursuant to the provisions of Section 232(2)(c) of the Companies Act, 2013, enclosed as <b>Annexure 3</b> .	117 - 123
6.	Report adopted by the Board of Directors of Philips Domestic Appliances India Limited pursuant to the provisions of Section 232(2)(c) of the Companies Act, 2013, enclosed as <b>Annexure 4</b> .	124 - 129
7.	Supplementary accounting statement of Philips India Limited for the period ending September 30, 2020, enclosed as <b>Annexure 5</b> .	130 - 131
8.	Supplementary accounting statement of Preethi Kitchen Appliances Private Limited for the period ending September 30, 2020, enclosed as <b>Annexure 6</b> .	132 - 133
9.	Copies of valuation reports, enclosed as <b>Annexure 7</b> .	134 - 156

### BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

### BENCH, AT KOLKATA

### C.A. (CAA) NO. 1157/KB OF 2020

In the matter of the Companies Act, 2013;

And

In the matter of Application under Sections 230 - 232 of the Companies Act, 2013 and other applicable provisions of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;

And

In the matter of Composite Scheme of Arrangement amongst Philips India Limited, Preethi Kitchen Appliances Private Limited and Philips Domestic Appliances India Limited and their respective shareholders

And

In the matter of:

Philips India Limited (CIN: U31902WB1930PLC006663), a company, incorporated under the Companies Act, 1913, having its registered office at 3rd Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town (Rajarhat) Kolkata – 700156, West Bengal;

And

Philips Domestic Appliances India Limited (CIN: U29308WB2020PLC238116), a company, incorporated under the Companies Act, 2013, having its registered office at 3rd Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town, Kolkata – 700156, West Bengal, India;

And

Preethi Kitchen Appliances Private Limited (CIN: U36993MH2011PTC213827), a company, incorporated under the Companies Act, 1956, having its registered office at Raheja Platinum, Sag Baug Road, Off, Andheri Kurla Road, Andheri East, Mumbai – 400059, Maharashtra.

		Applicant Company/Demerged Company
, , , , , , , , , , , , , , , , , , , ,	)	
Road, New Town (Rajarhat) Kolkata – 700156, West Bengal.	)	
office at 3rd Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial	)	
incorporated under the Companies Act, 1913, having its registered	)	
Philips India Limited (CIN: U31902WB1930PLC006663), a company,	)	

#### FORM NO. CAA-2

## NOTICE CONVENING THE TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS OF PHILIPS INDIA LIMITED

Notice is hereby given that by an order dated January 5, 2021, the Kolkata Bench of the National Company Law Tribunal ("NCLT", and such order, the "Order") has directed a meeting to be held of the unsecured creditors of Philips India Limited ("Applicant Company"/ "PIL"/ "Demerged Company") for the purpose of considering, and if thought fit, approving with or without modification, the proposed composite scheme of arrangement amongst the Applicant Company, Preethi Kitchen Appliances Private Limited (hereinafter referred to as "Preethi" or the "Amalgamating Company"), Philips Domestic Appliances India Limited (hereinafter referred to as "Philips Domestic Appliances" or the "Resulting Company") and their respective shareholders, pursuant to the provisions of Sections 230 - 232 of the Companies Act, 2013 and the rules framed thereunder ("Act") (the "Scheme").

In pursuance of the said Order and as directed therein, further notice is hereby given that a meeting of the unsecured creditors of the Applicant Company will be held on Friday, February 19, 2021 at 4.00 PM ("Tribunal Convened Meeting" or "Meeting") through Video Conferencing ("VC")/ Other Audio-Visual Means ("OAVM"), at which time the unsecured creditors are requested to attend the Meeting.

Copies of the Scheme, this Notice and the Explanatory Statement under Section 230 (3) of the Act and all documents referred to therein shall be available on the website of the Applicant Company (<a href="www.philips.co.in">www.philips.co.in</a>) and can also be obtained free of charge at the registered office of the Applicant Company at 3rd Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town (Rajarhat) Kolkata – 700156, West Bengal, on all days, except Saturday, Sunday and public holidays, between 11:00 A.M. and 1:00 P.M., up to and including the date of the Meeting.

The NCLT has appointed Mr. D.N. Sharma, Advocate, to be the Chairperson and Mr. Rishav Banerjee, Advocate, to be the Alternate Chairperson of the said Tribunal Convened Meeting. The above-mentioned Scheme, if approved at the Tribunal Convened Meeting, will be subject to the subsequent approval of the NCLT.

**TAKE NOTICE** that the following resolutions are proposed under Sections 230(3) of the Act (including any statutory modification(s) or re-enactment thereof for the time being in force), the provisions of the Memorandum of Association and Articles of Association of the Applicant Company, for the purpose of considering, and if thought fit, to assent/ dissent for the following resolutions:

"RESOLVED THAT pursuant to the provisions of Sections 230 - 232 of the Companies Act, 2013, and any other applicable provisions of the Companies Act, 2013, (including any statutory modification(s) or re-enactment thereof, for the time being in force), the rules, circulars and notifications made thereunder, as may be applicable, and relevant provisions of other applicable laws, the provisions of the Memorandum of Association and Articles of Association of Philips India Limited ("Company"), and subject to the approval of the Kolkata Bench of the National Company Law Tribunal, the Mumbai Bench of the National Company Law Tribunal and such other approvals, permissions and sanctions of regulatory or governmental and other authorities or tribunals, as may be necessary, and subject to such conditions and modifications as may be prescribed or imposed by the Kolkata Bench of the National Company Law Tribunal, the Mumbai Bench of the National Company Law Tribunal, or by any regulatory or other authorities or tribunal, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the "Board", which term shall be deemed to mean and include one or more committee(s) constituted/to be constituted by the Board or any other person authorised by it to exercise its powers including the powers conferred by this resolution), the proposed arrangement embodied in the composite scheme of arrangement amongst the Company, a public limited company, having its registered office at 3rd Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town (Rajarhat) Kolkata - 700156, West Bengal, Preethi Kitchen Appliances Private Limited, a private limited company, having its registered office at Raheja Platinum, Sag Baug Road, Off, Andheri Kurla Road, Andheri East, Mumbai – 400059, Maharashtra, Philips Domestic Appliances India Limited, a public limited company, having its registered office at 3rd Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town, Kolkata-700156, West Bengal and their respective shareholders ("Scheme"),

as enclosed to the notice of this meeting of the unsecured creditors of the Company and as placed before this meeting, be and is hereby approved with or without modification and for conditions, if any, which may be required and/or imposed and/or permitted by the Kolkata Bench of the National Company Law Tribunal or the Mumbai Bench of the National Company Law Tribunal while sanctioning the Scheme and/or by any other tribunal or governmental authority, without being required to seek any further consent or approval of the unsecured creditors of the Company."

"RESOLVED FURTHER THAT for the purpose of giving effect to the above resolution and for removal of any difficulties or doubts, the Board, be and is hereby authorized to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, usual or proper, and to settle any questions or difficulties or doubts that may arise, including passing of such accounting entries and /or making such adjustments in the books of accounts as considered necessary to give effect to the above resolution, settling of any questions or difficulties arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those, and to do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect or to carry out such modifications/directions as may be required and/or imposed and/or permitted by the Kolkata Bench of the National Company Law Tribunal and/or the Mumbai Bench of the National Company Law Tribunal, while sanctioning the Scheme, or by any governmental authorities, or to approve withdrawal (and where applicable, re-filing) of the Scheme at any stage for any reason including in case any changes and/ or modifications are suggested/required to be made in the Scheme or any condition suggested, required or imposed, whether by any shareholder, creditor, the relevant benches of the National Company Law Tribunal, and/or any other authority, are in its view not acceptable to the Company, and/or if the Scheme cannot be implemented otherwise, and to do all such acts, deeds and things as it may deem necessary and desirable in connection therewith and incidental thereto, without being required to seek any further consent or approval of the unsecured creditors of the Company."

**TAKE FURTHER NOTICE THAT** in pursuance of the said Order, a meeting of the unsecured creditors is scheduled to be held on Friday, February 19, 2021 at 4.00 PM, through VC/OAVM when you are requested to attend.

**TAKE FURTHER NOTICE THAT** in compliance with the provisions of the Act, the Applicant Company has provided the facility of remote e-voting (in addition to e-voting at the Meeting) so as to enable the unsecured creditors, to consider and approve the Scheme by way of the aforesaid resolution. Accordingly, the Applicant Company is offering remote e-voting facility to the unsecured creditors and the remote e-voting period commences from February 15, 2021 at 9:00 AM and ends on February 18, 2021 at 5:00 PM. In view of the ongoing COVID-19 pandemic and with the objective to maintain social distancing, the Meeting shall be conducted through VC/OAVM for which the Applicant Company is also providing the facility of e-voting during the Meeting to the unsecured creditors attending the Meeting.

**TAKE FURTHER NOTICE THAT** each unsecured creditor can opt for only one mode of voting i.e., either e-voting at the Meeting or by remote e-voting. In case of any unsecured creditor exercising its right to vote via both modes, i.e., casting vote by remote e-voting and also during the Meeting, then remote e-voting shall prevail over voting by the said unsecured creditor during the Meeting. In such cases, the vote cast during the Meeting by the unsecured creditor shall be treated as invalid.

A copy of the Explanatory Statement under Section 230(3) of the Act, read with Section 102 of the Act and Rule 6(3) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 ("Merger Rules") along with copy of the Scheme and other annexures, as indicated in the index, are enclosed herewith.

Dated at this January 12, 2021

Sd/-

Mr. Dhirendra Nath Sharma Chairperson appointed for the Meeting

Registered Office: Philips India Limited

3rd Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town (Rajarhat) Kolkata – 700156, West Bengal

#### **Notes:**

- 1. In view of the COVID 19 pandemic, the Ministry of Corporate Affairs ("MCA") has vide its circulars dated April 8, 2020, April 13, 2020, June 15, 2020, September 28, 2020 and December 31, 2020 (collectively referred to as "MCA Circulars") permitted the holding of general meetings through VC/OAVM, without the physical presence of the members at a common venue. In accordance with the provisions of the Companies Act, 2013 and the rules framed thereunder, the MCA Circulars and the directions of the Kolkata bench of the NCLT vide its Order dated January 5, 2021 this Meeting of the unsecured creditors is being held through VC/OAVM. The proceedings of the meeting shall however be deemed to be conducted at the registered office of the Applicant Company which shall be the deemed venue of the meeting.
- 2. Since this Meeting is being held through VC/OAVM, physical attendance of unsecured creditors has been dispensed with. Accordingly, the facility for appointment of proxies by the unsecured creditors will not be available for the Meeting and hence the Proxy Form and Attendance Slip are not annexed to this Notice.
- 3. Only such unsecured creditors of the Applicant Company may attend and/or e-vote (either in the Meeting through VC/OAVM or through remote e-voting), whose names appear in the statutory auditor's certificate certifying the list of unsecured creditors of the Applicant Company as on August 31, 2020, as has been filed with the Kolkata bench of the NCLT. A person/entity who is not an unsecured creditor on such date should treat the notice for information purposes only and shall not be entitled to avail the facility of voting at the venue of the Meeting.
- 4. A body corporate which is an unsecured creditor of the Applicant Company is entitled to appoint an authorized representative for the purpose of participating and/ or voting during the meeting held through VC/OAVM. Further, such body corporates (i.e. other than individuals, HUF, NRI, etc.) are required to send scanned certified copy (pdf. file) of the relevant resolution/ authority letter/ power of attorney of the board of directors or other governing body of the body corporate, authorizing such representative to attend and vote at the Meeting together with attested specimen signature(s) of the duly authorized representative(s), to the scrutinizer at <a href="mailto:pandey.madhu4@gmail.com">pandey.madhu4@gmail.com</a> from their registered email address with a copy marked to <a href="mailto:rajiv.mathur@philips.com">rajiv.mathur@philips.com</a>, no later than 48 hours before the scheduled time of the Meeting. It is also requested to upload the same in the e-voting module in their login.
- The Notice, together with the documents accompanying the same, is being sent physically by permitted modes to all the unsecured creditors whose names appear in the statutory auditor's certificate certifying the list of unsecured creditors of the Applicant Company as on August 31, 2020, to their last known addresses as are available with the Applicant Company. For unsecured creditors whose e-mail ids are available with the Applicant Company, soft copies of the notice (together with the documents accompanying the same) shall also be sent to such email addresses. In case any such unsecured creditors whose email addresses are not registered with the Applicant Company, wish to receive a soft copy of the Notice, they are requested to send an e-mail to <a href="raily:mathur@philips.com">raily:mathur@philips.com</a>, along with scanned copy of the request letter duly signed by creditor(s) providing the email address, mobile number & self-attested PAN copy for sending the Notice of Meeting and the e-voting instructions by February 10, 2021 and a soft copy of this Notice will be provided to such unsecured creditors.
- 6. In terms of the provisions of Section 107 of the Companies Act 2013, since the resolutions as set out in this Notice are being conducted through e-voting (including remote e-voting), the said resolutions will not be decided on a show of hands at the Meeting.
- 7. Since the Meeting will be held through VC / OAVM, the Route Map is not annexed in this Notice.
- 8. In terms of the Order of the NCLT dated January 5, 2021, the quorum of the meeting of the unsecured creditors of the Applicant Company shall be as prescribed under Section 103 of the Act. Further, the Order also directs that in case the required quorum for the Meeting is not present within 30 minutes from the commencement of the Meeting, then the persons present shall constitute quorum.

- 9. This Notice and the Explanatory Statement and all documents referred to herein will be available for inspection by the unsecured creditors (i) on the website of the Applicant Company; and (ii) at the registered office of the Applicant Company on all days, except Saturday, Sunday and public holidays, between 11:00 A.M. and 1:00 P.M., up to and including the date of the Meeting.
- 10. The Applicant Company has engaged the services of Kfin Technologies Private Limited for facilitating remote e-voting and e-voting during the said Meeting to be held through VC/OAVM on Friday, February 19, 2021. The unsecured creditors are requested to follow the instructions mentioned in the Note below.
- 11. The voting by unsecured creditors through remote e-voting shall commence at 9.00 A.M. on February 15, 2021 and shall close at 5:00 P.M. on February 18, 2021. During this period, unsecured creditors may cast their vote electronically. The remote e-voting module shall be disabled by 5:00 P.M. on February 18, 2021 for voting thereafter. Those unsecured creditors, who will be present in the Meeting through VC/OAVM facility and have not cast their vote on the resolution through remote e-voting and are otherwise not barred from doing so, shall be eligible to vote through e-voting system during the Meeting. Unsecured creditors who cast their votes through remote e-voting may attend the Meeting but shall not be entitled to cast their vote during the Meeting.
- 12. The unsecured creditors can opt only one mode for voting i.e., remote e-voting or e-voting during the Meeting. Once the vote on the resolution is cast by the unsecured creditor, he or she will not be allowed to change it subsequently.
- 13. In terms of the order of the NCLT, the Notice convening the Meeting will be published through advertisement once each in Kolkata edition of 'Business Standard' in English and 'AAJKAL' in Bengali indicating the day, date, and time of the Meeting and stating that the copies of the Scheme and the explanatory statement required to be furnished pursuant to Sections 230 232 of the Act are being sent with the Notice.
- 14. The NCLT vide its Order dated January 5, 2021 has appointed Ms. Madhuri Pandey, P.r. C.S. as the scrutinizer for the Meeting.
- 15. The scrutinizer will submit her report to the chairperson of the Meeting after scrutinizing the voting by unsecured creditors of the Applicant Company through (i) remote e-voting process; and (ii) e-voting during the Meeting.
- 16. The unsecured creditors can join the Meeting through VC/OAVM mode 30 minutes before the scheduled time of the commencement of the Meeting by following the procedure mentioned in this Notice.
- 17. The voting rights of an unsecured creditor shall be in proportion to such unsecured creditor's outstanding value/ amount (due to the unsecured creditor by the Applicant Company) as on August 31, 2020 as specified in the statutory auditor's certificate certifying the list of unsecured creditors of the Applicant Company as on August 31, 2020, as has been filed with the Kolkata bench of the NCLT.
- 18. Any queries/grievances in relation to remote e-voting or e-voting at the Meeting may be addressed to the Company Secretary of the Applicant Company through e-mail at <a href="mailto:rajiv.mathur@philips.com">rajiv.mathur@philips.com</a> or may be addressed to Kfin Technologies Private Limited, Registrar and Transfer Agent through e-mail at <a href="mailto:einward.ris@kfintech.com">einward.ris@kfintech.com</a>.
- 19. The results declared along with the Scrutinizer's Report shall be hosted on the website of the Applicant Company i.e. <a href="www.philips.co.in">www.philips.co.in</a> and on the website of KFintech i.e. <a href="https://evoting.kfintech.com">https://evoting.kfintech.com</a>. The resolutions shall be deemed to be passed at the registered office of the Applicant Company on the date of the Meeting, subject to receipt of the requisite number of votes in favour of the resolutions.

## THE INSTRUCTIONS FOR UNSECURED CREDITORS FOR REMOTE E-VOTING AND E-VOTING ARE AS UNDER:-PROCEDURE FOR JOINING THE MEETING THROUGH VC/ OAVM:

The Applicant Company will provide VC/ OAVM facility to its unsecured creditors for participating in the Meeting. Unsecured creditors will be able to attend the Meeting through VC/OAVM or view the live webcast at <a href="https://emeetings.kfintech.com">https://emeetings.kfintech.com</a> by using their remote e-voting login <a href="https://evoting.kfintech.com">https://evoting.kfintech.com</a> credentials.

- I. A person, whose name appears in the statutory auditor's certificate certifying the list of unsecured creditors of the Applicant Company as on August 31, 2020, as has been filed with the Kolkata bench of the NCLT, only shall be entitled to avail the facility of remote e-voting or for participation at the Meeting and voting through Insta Poll thereat. A person who is not an unsecured creditor as on the aforementioned date and whose name does not appear in the aforementioned list, should treat the Notice for information purpose only.
- II. Any person who is an unsecured creditor, whose name appears in the statutory auditor's certificate certifying the list of unsecured creditors of the Applicant Company as on August 31, 2020, as has been filed with the Kolkata bench of the NCLT, will be assigned a User ID and Password which will be communicated along with the Notice being sent through physical mode and via e-mail at the last known e-mail address as available with the Applicant Company. Please also see details under remote e-voting instructions below regarding User ID and Password.
- III. Unsecured creditors are requested to follow the procedure given below:
  - (a) Launch internet browser (chrome/firefox/safari) by typing the URL: https://emeetings.kfintech.com
  - (b) Enter the login credentials (i.e., User ID and password for e-voting)
  - (c) After logging in, click on "Video Conference" option
  - (d) Then click on camera icon appearing against Meeting event of "Philips India Limited" to attend the Meeting.
  - IV. Unsecured creditors who do not have User ID and Password for e-voting or have forgotten the User ID and Password may retrieve the same by following the procedure given in the remote e-voting instructions.
- V. Unsecured creditors are encouraged to join the Meeting through laptops with Google Chrome for better experience.
  - Further, unsecured creditors will be required to allow camera, if any, and are requested to use internet with a good speed to avoid any disturbance during the meeting.
  - Please note that participants connecting from mobile devices or tablets or through laptop connecting via mobile hotspot may experience audio/video loss due to fluctuation in their respective network. It is therefore recommended to use stable Wi-Fi or LAN connection to mitigate any kind of aforesaid glitches.
- VI. Facility to join the meeting shall be opened 30 minutes before the scheduled time of the Meeting and shall be kept open throughout the proceedings of the Meeting.
- VII. Unsecured creditors who need assistance before or during the Meeting, can contact KFintech on toll free number: 1800 345 4001
- VIII. Login to the VC/ OAVM platform using the e-voting credentials by the unsecured creditors shall be considered for record of attendance of such unsecured creditors for the Meeting, and the attending of Meeting upon its commencement will be counted for the purpose of reckoning the quorum in terms of the Order.

### **Remote E-voting**

Unsecured creditors may cast their votes remotely, using an electronic voting system ("**remote e-voting**"). The remote e-voting period commences at 9:00AM on February 15, 2021 and ends at 5:00 PM on February 18, 2021. The remote e-voting module will be disabled by KFintech for voting thereafter.

### **E-voting at the Meeting**

The facility for voting through electronic voting system will also be made available at the Meeting ("**Insta Poll**") and unsecured creditors attending the Meeting who have not cast their vote(s) by remote e-voting will be able to vote at the Meeting through Insta Poll.

Facility to cast vote through Insta Poll will be made available on the video conferencing screen and will be activated once the Insta Poll is announced at the Meeting.

Unsecured creditors may click on the "Thumb sign" on the left-hand corner of the video screen to take them to the "Insta Poll" page. Unsecured creditors may click on the "Insta Poll" icon to reach the resolution page and vote on the resolutions.

The manner of e-voting by unsecured creditors is provided in the instructions given below:

### A. Information and instructions relating to e-voting are as under:

- (i) The unsecured creditors who have cast their vote(s) by remote e-voting may also attend the Meeting but shall not be entitled to cast their vote(s) again at the Meeting. Once the vote on a resolution is cast by an unsecured creditor, whether partially or otherwise, the unsecured creditor shall not be allowed to change it subsequently or cast the vote again.
- (ii) An unsecured creditor can opt for only single mode of voting per EVEN, i.e., through remote e-voting or voting at the Meeting (Insta Poll). If an unsecured creditor casts vote(s) by both modes, then voting done through remote e-voting shall prevail and vote(s) cast at the Meeting shall be treated as "INVALID".
- (iii) On the voting page, you may cast your vote seeking the appropriate option (i.e. "FOR" or "AGAINST") and click on 'SUBMIT'. You may also choose to "ABSTAIN" and vote will not be counted under either head.
- (iv) In case any of the creditors do not cast their vote, then it will be treated as they have abstained themselves from voting.
- (v) A confirmation box will be displayed. Click "OK" to confirm, else "CANCEL" to modify.
- (vi) Once you confirm, you will not be allowed to modify your vote.
- (vii) The Applicant Company has opted to provide the same electronic voting system at the Meeting, as used during remote e-voting, and the said facility shall be operational till all the resolutions proposed in the Notice are considered and voted upon at the Meeting and may be used for voting only by such unsecured creditors whose names appear in the statutory auditor's certificate certifying the list of unsecured creditors of the Applicant Company as on August 31, 2020, as has been filed with the Kolkata bench of the NCLT who are attending the Meeting and who have not already cast their vote(s) through remote e-voting.

### B. Information and instructions for remote e-voting:

- (i) In case an unsecured creditor receives an e-mail from the Applicant Company / Kfintech (for unsecured creditors whose e-mail addresses are available/registered with the Applicant Company):
  - a. Launch internet browser by typing the URL: <a href="https://evoting.kfintech.com">https://evoting.kfintech.com</a>
  - b. Enter the login credentials (User ID and password given in the e-mail).
  - c. After entering these details appropriately, click on "LOGIN".

- d. You will now reach password change menu wherein you are required to mandatorily change your password upon logging in for the first time. The new password shall comprise minimum 8 characters with at least one upper case (A-Z), one lower case (a-z), one numeric (0-9) and a special character (@,#,\$,etc.). The system will prompt you to change your password and update your contact details like mobile number, email ID, etc., on first login. You may also enter a secret question and answer of your choice to retrieve your password in case you forget it. It is strongly recommended that you do not share your password with any other person and that you take utmost care to keep your password confidential.
- e. You need to login again with the new credentials.
- f. On successful login, the system will prompt you to select the E-Voting Event Number (EVEN) for Philips India Limited.
- g. On the voting page, you may cast your vote seeking the appropriate option (i.e. "FOR" or "AGAINST") and click on 'SUBMIT'. You may also choose to "ABSTAIN" and vote will not be counted under either head.
- h. A confirmation box will be displayed. Click "OK" to confirm, else "CANCEL" to modify.
- i. Once you confirm, you will not be allowed to modify your vote.
- j. In case any of the creditors do not cast their vote, then it will be treated as they have abstained themselves from voting.
- k. During the voting period, you can login multiple times till you have confirmed that you have voted on the resolution.
- 1. Body corporates are required to send legible scanned certified true copy (in PDF Format) of the board resolution / power of attorney / authority letter, etc., together with attested specimen signature(s) of the duly authorized representative(s), to the scrutinizer at e-mail id: <a href="mailto:pandey.madhu4@gmail.com">pandey.madhu4@gmail.com</a> from their registered email address with a copy marked to <a href="mailto:rajiv.mathur@philips.com">rajiv.mathur@philips.com</a>, no later than 48 hours before the scheduled time of the Meeting. It is also requested to upload the same in the e-voting module in their login.
- (ii) In case of an unsecured creditor whose e-mail address is not registered / updated with the Applicant Company, please follow the following steps to generate your login credentials:
  - a. Unsecured creditors whose names appear in the statutory auditor's certificate certifying the list of unsecured creditors of the Applicant Company as on August 31, 2020, as has been filed with the Kolkata bench of the NCLT, who have not registered / updated their email addresses with the Applicant Company, are requested to register / update the same by writing to <a href="mailto:rajiv.mathur@philips.com">rajiv.mathur@philips.com</a> with a copy to <a href="mailto:einward.ris@kfintech.com">einward.ris@kfintech.com</a> and attaching a self-attested copy of PAN card.
  - b. After due verification, the Applicant Company / KFintech will forward your login credentials to your registered email address.
  - c. Follow the instructions provided above to cast your vote.

Submission of Questions/ queries prior to the Meeting: Relevant unsecured creditors of the Applicant Company desiring any additional information or having any question or query are requested to e-mail Applicant Company at <a href="mailto:rajiv.mathur@philips.com">rajiv.mathur@philips.com</a> at least 2 days before the date of the Meeting so as to enable Applicant Company to keep the information ready. Alternatively, unsecured creditors may also visit <a href="https://evoting.kfintech.com">https://evoting.kfintech.com</a> and click on the tab "Post Your Queries Here" to post their queries/ views/questions in the window provided, by mentioning their name, corporate name (if applicable) and User ID. The window shall be activated from February 10, 2021 to February 16, 2021. Such questions by the unsecured creditors shall be taken up during the Meeting and replied to by the Applicant Company suitably.

Speaker Registration before the Meeting: In addition to the above, speaker registration may also be allowed during the period from February 10, 2021 to February 16, 2021. Unsecured creditors who wish to register as speakers during such period are requested to visit <a href="https://evoting.kfintech.com/">https://evoting.kfintech.com/</a> and click on 'Speaker Registration' during this period. The unsecured creditors shall be provided with a 'queue number' before the Meeting. Unsecured creditors are requested to remember the same and wait for their turn to be called by the Chairperson of the Meeting during the question & answer session. Due to inherent limitation of transmission and coordination during the Meeting, the Applicant Company may have to dispense with or curtail the question & answer session. Hence, unsecured creditors are encouraged to send their questions/queries etc., in advance as provided above.

While the Applicant Company will be sending this Notice via e-mail or physically via permitted modes, at the last known addresses of the relevant unsecured creditors as is available with Applicant Company, however, the unsecured creditors are requested to keep their email addresses validated/updated with the Applicant Company to enable servicing of Notice and other related communications (if any) electronically to their email address in future.

In case of any query pertaining to e-voting, unsecured creditors may refer to the "Help" and "FAQs" sections / E-voting user manual available through a dropdown menu in the "Downloads" section of Kfintech's website for e-voting: <a href="https://evoting.kfintech.com">https://evoting.kfintech.com</a> or call Kfintech on 1800 345 4001 (toll free).

Unsecured creditors are requested to also note the following contact details for addressing e-voting grievances:

Mr. Anil Dalvi

Manager

KFin Technologies Private Limited Selenium Tower B, Plot 31 - 32, Gachibowli, Financial District, Nanakramguda,

Hyderabad - 500 032

Telephone: +91 - 40 6716 2222/ 6716 1631

Fax: +91 - 40 2342 0814

E-mail: einward.ris@kfintech.com.

Encl: As above.

EXPLANATORY STATEMENT UNDER SECTIONS 230(3) AND 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016 TO THE NOTICE OF THE TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS OF PHILIPS INDIA LIMITED

- 1. Pursuant to an order dated January 5, 2021, passed by the Kolkata Bench of the National Company Law Tribunal ("NCLT") in the abovementioned C.A. (CAA) NO. 1157/KB OF 2020 ("Order"), a meeting of the unsecured creditors of Philips India Limited (the "Applicant Company/ PIL/Demerged Company") is being convened through Video Conferencing ("VC") / Other Audio Visual Means ("OAVM") on Friday, February 19, 2021 at 4.00 P.M. ("Tribunal Convened Meeting" or "Meeting") for the purpose of considering, and if thought fit, approving the composite scheme of arrangement amongst the Applicant Company, Preethi Kitchen Appliances Private Limited (hereinafter referred to as "Preethi" or the "Amalgamating Company"), Philips Domestic Appliances India Limited (hereinafter referred to "Philips Domestic Appliances" or the "Resulting Company") and their respective shareholders, pursuant to the provisions of Sections 230 232 of the Companies Act, 2013 ("Act") and such other provisions of the Act, as applicable (including any statutory modification(s) or re-enactment thereof, for the time being in force) (the "Scheme"). The Scheme has been approved by the audit committee and the board of directors of the Applicant Company ("Board") at their meetings held on September 11, 2020. A copy of the Scheme is enclosed as Annexure 1.
- 2. The Scheme *inter alia* provides for (i) reorganization of the share capital and securities premium reserve account of Preethi by way of reduction in the face value of its fully paid up equity shares and reduction of its securities premium reserve account and return of the amounts so reduced to the shareholders of Preethi on a proportionate basis. The remaining amount in the securities premium reserve account shall be partly adjusted against the balance in the profit and loss account of Preethi to *inter alia* write off net accumulated losses of Preethi ("Proposed Re-organization"); (ii) transfer by way of demerger of the domestic appliances business undertaking of the Applicant Company including its shareholding in Preethi, as a going concern, to Philips Domestic Appliances, in consideration for the issuance of equity shares by Philips Domestic Appliances to the shareholders of the Applicant Company as per the share entitlement ratio approved by the boards of directors of the Applicant Company and Philips Domestic Appliances and reduction of the initial share capital of Philips Domestic Appliances held by the Applicant Company ("Proposed Demerger"); and (iii) subsequent amalgamation of Preethi into Philips Domestic Appliances ("Proposed Amalgamation") and reorganization of the authorized share capital of Philips Domestic Appliances as provided under the Scheme (collectively, the "Proposed Restructuring") pursuant to the provisions of Sections 230 232 of the Act, and such other provisions of the Act, as applicable (including any statutory modification(s) or re-enactment thereof), for the time being in force.
- 3. In terms of the said Order, the quorum for the Tribunal Convened Meeting shall be as prescribed under Section 103 of the Act. In the event such quorum is not present within 30 minutes from commencement of the Meeting, then the unsecured creditors present shall constitute quorum of the Meeting. In terms of the said Order, the NCLT, has appointed Mr. D.N. Sharma, Advocate, to be the Chairperson and Mr. Rishav Banerjee, Advocate, to be the Alternate Chairperson of the Tribunal Convened Meeting.
- 4. In accordance with the provisions of Sections 230-232 of the Act, the Scheme shall be considered approved by the unsecured creditors only if the Scheme is approved by majority of persons representing three-fourths in value of the unsecured creditors, of the Applicant Company, voting at the Meeting or through remote e-voting.
- 5. The Scheme has been filed with the relevant Registrar of Companies in Form No. GNL-1.

### 6. Details as per Rule 6(3) of the Merger Rules

### I. Details of the order of the NCLT directing the calling, convening and conducting of the Meeting

Please refer to paragraph no. 1 of this Explanatory Statement for date of the Order and the date, and time of the Tribunal Convened Meeting.

### II. Details of the Applicant Company, Preethi and Philips Domestic Appliances

S. No.	Particulars	Philips India Limited	Preethi Kitchen Appliances Private Limited	Philips Domestic Appliances India Limited
1.	Corporate Identification Number	U31902WB1930PLC006663	U36993MH2011PTC213827	U29308WB2020PLC238116
2.	Permanent Account Number	AABCP9487A	AAFCP8830K	AALCP2532N
3.	Date of Incorporation	January 31, 1930	February 21, 2011	July 17, 2020
4.	Type of company	Public limited company	Private limited company	Public limited company
5.	Registered office address and e-mail address	3 <sup>rd</sup> Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town (Rajarhat) Kolkata – 700156, West Bengal e-mail: rajiv.mathur@philips.	Raheja Platinum, Sag Baug Road, Off, Andheri Kurla Road, Andheri East, Mumbai – 400059, Maharashtra e-mail: rajiv.mathur@philips.	3 <sup>rd</sup> Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town, Kolkata – 700156, West Bengal e-mail: rajiv.mathur@ philips.com

### III. Other Particulars of the Applicant Company as per Rule 6(3) of the Merger Rules

## (a) Summary of the main objects as per the Memorandum of Association and main business carried on by the Applicant Company

The objects for which PIL has been established are set out in its Memorandum of Association. The main objects as set out in Clause 3 of the Memorandum of Association are as hereunder:

"3(a) To carry on the business of manufacturers and sellers of and dealers in and agents for all kinds of radioapparatus, all kinds of electric lamps including gas-filled lamps, vacuum lamps, carbon lamps, and arc lamps, electric discharge tubes and other articles, instruments and things required for or capable of being used for or in connection with the generation, transformation propagation, radiation, distribution, supply, accumulation and employment or application of electricity, for radiating, wires for wireless signalling, lighting, heating, motive power, X-ray, medical and other purposes whatsoever, and to construct, maintain, carry out, work, buy, sell, let on hire and deal in works, plant, machinery, conveniences and things of all kinds capable of being used in connection with such purposes of any kind, including cables, wires, lines, stations, exchanges, accumulators, dynamos, motors, batteries, switching, regulating, controlling, signaling and medical apparatus, lamps, meters and engines.

+ (aa) To carry on the business of manufacturers and sellers of and dealers in and agents for electric, electronic, hardware and/or software products and/or activities in connection therewith including, Multimedia, Video Projection Systems, Personal Communication Systems, Telecommunication Systems, CableTelevision Networking, Television and Film programmes, all Hardware, Software Products, equipment, accessories, components and add-on parts of all description related to Consumer Electronics, Business Electronics and Professional Electronics, Development and exploitation of technical and other expertise including software.

+ (aaa) To manufacture and trading of any kind of electronic, mechanical and chemical goods, products or components, and to perform any industrial and commercial activities and to do everything pertaining thereto or concerned therewith.

++ (aaal) To provide all or any types, descriptions, classifications, kinds, forms and varieties of services, including but not limited to information technology services, communications services, information technology enabled services, back-office services, customer center services, technical support services, sales center services, e-commerce services, accounting services, data entry services, data conversion services, content development services, human resource services, insurance claim processing services, legal data base services, payroll services, data search services, market research services, marketing services, services relating to sales, distribution services, and to operate a high technology data processing center, for providing management, processing, analysis, development and accounting information and data.

++ (aaa2) To carry on business of application software, embedded software, business software, industrial software, technology development, in-product software, computer aided design software, integrated circuit designs, system design, digital signal processing, firmware/ microcode for consumer, industrial, entertainment, Semi-industrial, professional, hobbyistic, application specific and general purpose categories, and to design, develop, manufacture, conduct research, assemble, distribute, service, repair, trade, deal in, act as agents, export, import, buy, sell, lease, or to let out on hire and provide consultancy in software, hardware including components and spares and allied accessories, add-ons and office automation systems/ equipment and to design, develop, integrate, buy, sell, add value, or take up turn key projects, provide substitution for import, export, support, maintain or otherwise deal in computer software, hardware and office automation systems and equipment used in any other field, to maintain training centres and to provide management consultancy, techno economic feasibility studies of projects, design and development of Management Information System.

++(aaa3) To purchase, take on lease or hire, exchange or otherwise acquire, manufacture, fabricate, construct, assemble, design, develop, recondition, operate, set-up, maintain, improve, repair, work upon and to sell, lease or let on hire, export, dispose of and otherwise deal in computer hardware and software, computer applications, peripherals, consumables, accessories and media and any office machine, and processing machines of all kinds and all machinery, component parts, accessories, appliances, apparatus, devices, materials, substances, articles and things of a character similar or analogous to the foregoing and to deal in any other manner in all kinds of computers, computer equipments and computer related products, softwares, information technology, and other items and to render all other services in connection therewith.

- (b) To carry on the business of manufacturers and sellers of and dealers in and agents for all kinds of luminous, electrical signs, devices, ornamental and decorative work, electrical, mechanical and other advertising signs, material for electrical, and other illumination work, electrical transformers and other electrical material of any and every description. To contract for the lighting of any public and private place or property by electric or other light and to establish and maintain centres from which light, heat or power may be distributed in any way or supplied or used for any purpose and to contract for the performance of any service or the execution of any work which can be effected by electricity, magnetism or any mechanical or scientific process.
  - (bb) To carry on the business of manufacturers and/or sellers of and dealers in all kinds of Health and Wellness products and services, including appliances for providing clean and potable water, energy efficient and health monitoring devices of every kind and description, and personal care and oral healthcare products of all types and descriptions and all kinds of components, parts, accessories, apparatus, material, substances, articles and things of a character similar or analogous to the foregoing and to render all other services in connection therewith.
- (c) To carry on the business of electricians, electrical and general engineers, and manufacturers and sellers of and dealers in and agents for all kinds of telegraphic and telephonic works and apparatus of any and every description, electrical instrument manufacturers, glass manufacturers and workers, metal workers and merchants, advertising agents and contractors and any other trade whatsoever, whether manufacturing or otherwise which can in the opinion of the

Company be advantageously or conveniently carried on by the Company by way of extension of or in connection with its general business, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.

\*(cc) To buy, sell, import, export and deal in both wholesale and retail, and whether as principals, agents, brokers or otherwise, engineering goods, chemicals and allied products, plastic and linoleum and allied products, leather goods, sports goods, canned and frozen fish, processed foods, food, agriculture and forest products, handicrafts, tobacco products, ready-made garments and all kinds of fabrics, textiles, gems and jewellery, minerals and ores and other miscellaneous products.

\*\*(ccc) To carry on the business of transporters and carriers of goods and merchandise of every kind and description by land, water and air, clearing and forwarding agents, warehousemen, shipping agents, charterers and freight contractors.

PIL is engaged in various businesses including domestic appliances business; diagnostic imaging, interventional x-ray, and ultrasound, and patient monitoring businesses; manufacturing, trading and dealing of consumer products such as grooming products, beauty products, oral health care and mother and child care products, informatics solutions on healthcare informatics, infrastructure and consulting solutions; software development, product engineering and service innovation in relation to various products; and other functions.

### (b) Details of change of name, registered office and objects of the Applicant Company during the last five years

Change of Name: There has been no change in the name of the Applicant Company during the last five years.

Change of Registered Office: There has been no change in the registered office of the Applicant Company during the last five years.

Change of objects: There has been no change in the objects of the Applicant Company during the last five years.

# (c) Details of the capital structure of the Applicant Company including authorised, issued, subscribed and paid up share capital

The authorised, issued, subscribed and paid up share capital of the Applicant Company as on October 6, 2020, is as under:

Share Capital	Amount (In Rs.)
Authorized Share Capital	
9,20,00,000 equity shares of INR 10 each	92,00,00,000
2,00,00,000 non- convertible cumulative preference shares of INR 10 each	20,00,00,000
TOTAL	1,12,00,00,000
Issued, Subscribed and Paid-up Share Capital	
5,75,17,242 equity shares of INR 10 each fully paid up	57,51,72,420
TOTAL	57,51,72,420

Subsequent to October 6, 2020, till date, there has been no change in the authorised, issued, subscribed and paid up share capital of the Applicant Company.

#### **Post Scheme Capital Structure:**

There will be no change in the authorised, issued, subscribed and paid up share capital of the Applicant Company, pursuant to the Scheme.

### (d) Details of the Promoters and Directors along with their addresses

The details of the promoters of the Applicant Company are as follows:

S.	Name of the Promoter	Address	
No.			
Pron	Promoter/ Promoter Group		
1. Koninklijke Philips N.V H		High Tech Campus 52, 5656 AG Eindhoven, the Netherlands	
2.	Philips Radio B.V.	High Tech Campus 5, 5656 AG Eindhoven, the Netherlands	

The Applicant Company is a subsidiary of Koninklijke Philips N.V., a company incorporated under the laws of Netherlands, which holds 96.13% stake in PIL. Philips Radio B.V. holds 60 shares in PIL. The remaining 3.87% stake in PIL is held by public shareholders.

The Applicant Company had 5 directors as on October 6, 2020. The details of such directors are set forth below:

S. No.	Name of Director	Designation	Address
1.	S.M. Datta	Chairman – Non-Executive Director	104b, Bakhtavar, Lower Colaba Road, Colaba, Mumbai - 400005, Maharashtra
2.	Daniel Mazon	Managing Director and Vice – Chairman	Flat No. 1017 A, Tower 10, DLF Magnolias DLF Phase 5, Gurgaon – 122009
3.	Rajiv Mathur	Whole-time director and Company Secretary	1543, Sector-A Pocket B And C Vasant Kunj, New Delhi - 110070
4.	Sudeep Agrawal	Whole-time director and Chief Financial Officer	C 122, The Summit, DLF City Phase 5, Sector 54 Gurgaon 122011
5.	Geetu Gidwani Verma	Director – Non-Executive Director	B-PH-01, Central Park-1, DLF Phase-V, Gurgaon, 122002, Haryana

Subsequent to October 6, 2020, till date, there has been no change in the composition of the board of directors of the Applicant Company.

(e) The date of the board meeting of the Applicant Company at which the Scheme was approved by the board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not or participate on such resolution:

The Scheme was approved by the audit committee and the board of directors of the Applicant Company in their meetings dated September 11, 2020. Details of directors of the Applicant Company and their votes in respect of the resolution passed on September 11, 2020 are as follows:

S. No.	Names of the Directors	Voted in favor/ against/ Abstain
1.	S.M. Datta	In favour
2.	Daniel Mazon	In favour
3.	Rajiv Mathur	In favour
4.	Sudeep Agrawal	In favour
5.	Geetu Gidwani Verma	In favour

- (f) As on August 31, 2020, the Applicant Company had 4,380 (Four Thousand Three Hundred and Eighty) unsecured creditors and the aggregate amount due to such unsecured creditors was INR 7,00,32,23,778 (Indian Rupees Seven Hundred Crores Thirty Two Lakhs Twenty Three Thousand Seven Hundred and Seventy Eight only).
- (g) None of the Directors, the Key Managerial Personnel (as defined under the Act and rules formed thereunder) of the

Applicant Company and their respective Relatives (as defined under the Act and rules formed thereunder) have any interests, financial or otherwise in the Scheme, except to the extent of their respective shareholding in the Applicant Company, Philips Domestic Appliances and Preethi, if any.

# (h) Disclosure about effect of the Scheme on directors, key managerial personnel, debenture trustee and other stakeholders of the Applicant Company:

Disclosure about the effect of the Scheme on the following persons:

S. No	CATEGORY OF STAKEHOLDER	EFFECT OF THE SCHEME ON STAKEHOLDERS
A.	Shareholders	The Applicant Company has only one class of shareholders i.e. equity shareholders.  Upon the Scheme becoming effective and in consideration of the Proposed Demerger, Philips Domestic Appliances shall, without any further application, act or deed, issue and allot equity shares, credited as fully paid-up, to the members of the Applicant Company, holding fully paid-up equity shares in the Applicant Company and whose names appear in the register of members of the Applicant Company and/ or the records of the depository(ies) as members of the Applicant Company, as on the Record Date (as defined under the Scheme), or to their respective heirs, executors, administrators, other legal representative or other successors in title in the following manner:  1 fully paid-up equity share of INR 10 (Indian Rupees ten only) each of Philips Domestic Appliances shall be issued and allotted for every 1 fully paid-up equity share of INR 10 (Indian Rupees ten only) held in the Applicant Company ("Share Entitlement Ratio") such that in aggregate 5,75,17,242 (Five Crore Seventy Five Lakh Seventeen Thousand Two Hundred and Forty Two) fully-paid up equity shares of INR 10 (Indian Rupees ten only) each of Philips Domestic Appliances shall be issued to the members of the Applicant Company pursuant to the Proposed Demerger.  There will be no dilution in the shareholding of the shareholders of the Applicant Company will remain unchanged. The shareholders of the Applicant Company will remain unchanged. The shareholders of the Applicant Company will continue to remain shareholders of the Applicant Company and will also become shareholders of Philips Domestic Appliances in the same proportion as their shareholding in the Applicant Company.  The entire shareholding of the Applicant Company (together with its nominees) in Philips Domestic Appliances, as was issued and paid-up, shall stand cancelled without any further act, instrument or deed in accordance with the provisions of the Scheme.  The Proposed Restructuring is expected to have several b
B.	Key managerial personnel (KMPs) and Directors	The Scheme will not have any effect on the KMPs or directors of the Applicant Company and no change in the KMPs or directors of the Applicant Company is envisaged pursuant to the Scheme.
C.	Promoters	The effect of the Scheme on the promoters of the Applicant Company will be similar to the effect of the Scheme on all other (non-promoter) shareholders of the Applicant Company. Like all other shareholders of the Applicant Company, the promoters of the Applicant Company will be allotted equity shares in Philips Domestic Appliances in accordance with the Share Entitlement Ratio and their shareholding in the Applicant Company will remain unaffected. Please refer to item (A) above for details regarding effect of the Scheme on the shareholders including promoters.

S. No	CATEGORY OF STAKEHOLDER	EFFECT OF THE SCHEME ON STAKEHOLDERS
D.	Non-Promoter Shareholders	The effect of the Scheme on the non-promoter shareholders of the Applicant Company will be similar to the effect of the Scheme on all promoter shareholders of the Applicant Company. All shareholders of the Applicant Company, including the non-promoter shareholders of the Applicant Company will be allotted equity shares in Philips Domestic Appliances in accordance with the Share Entitlement Ratio and their shareholding in the Applicant Company will remain unaffected. Please refer to item (A) above for details regarding effect of the Scheme on the shareholders including non-promoter shareholders.
E.	Employees	On the Scheme becoming effective, all employees engaged exclusively in or in relation to the Demerged Undertaking (as defined under the Scheme) of the Applicant Company and in service as on the Effective Date and whose services are transferred to Philips Domestic Appliances ("PIL Transferred Employees") shall be deemed to have become employees of Philips Domestic Appliances with effect from the Appointed Date or their respective joining date, whichever is later, without any interruption or break in their service and on the basis of continuity of service, and the terms and conditions of their employment with Philips Domestic Appliances shall not be less favourable than those applicable to them with reference to their employment in the Applicant Company as on the Effective Date.  There will be no impact on the employment of employees of the Applicant Company other than the PIL Transferred Employees, pursuant to the Scheme.
F.	Creditors	The Proposed Re-structuring is not in any way prejudicial to the interests of any creditors of the Applicant Company.  Upon coming into effect of this Scheme and with effect from the Appointed Date, all Liabilities (as defined under the Scheme) of the Applicant Company, pertaining and relatable exclusively to its Domestic Appliances Business (as defined under the Scheme) as on the Appointed Date, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Applicant Company i.e. the Demerged Liabilities (as defined in the Scheme and which will include all liabilities and obligations of the Applicant Company towards its creditors pertaining to its Domestic Appliances Business), shall without any further act, instrument or deed stand transferred to and vested in Philips Domestic Appliances and the same shall be assumed by Philips Domestic Appliances to the extent that they are outstanding as on the Effective Date, on the same terms and conditions as were applicable to the Applicant Company and in accordance with the Scheme, which Philips Domestic Appliances shall meet, discharge and satisfy.  All Liabilities of the Applicant Company other than the Demerged Liabilities (including in respect of creditors pertaining to its Remaining Business (as defined under the Scheme)) shall continue with the Applicant Company.
G.	Depositors	Not Applicable. The Applicant Company does not have any depositors.
H.	Debenture holders	Not Applicable. The Applicant Company does not have any debenture holders.
I.	Debenture trustee and Deposit Trustee	Not Applicable. The Applicant Company does not have any deposit trustee or debenture trustee.

# (i) Disclosure about effect of the Scheme on material interests of directors, key managerial personnel (KMP), debenture trustee and other stakeholders:

Please refer to the table above for the effect of the Scheme on material interests of directors, KMPs, debenture trustee and other stakeholders. Applicant Company does not have any debenture trustees.

### IV. Other Particulars of Preethi as per Rule 6(3) of the Merger Rules

### (i) Summary of the main objects as per the Memorandum of Association and main business carried on by Preethi

Preethi has been incorporated with the object of, *inter alia*, undertaking the business of manufacturing, processing, sale, import, export, distributing, trading of and dealing in domestic and kitchen appliances. The main object as stated in its Memorandum of Association, provided as follows:

"To carry on in India or abroad the business of manufacturers, sellers, importers, exporters, processors, distributers, traders dealers in and agents for all kinds of domestic and kitchen appliances including mixies, mixer grinders (including wet grinder) fruit squeezers, refrigerators, air conditioners, room coolers, washing machines, iron pressers, steam pressers, geysers, mixers, toasters, transformers, televisions, electric motors & electrical appliances of all kinds & description for household use, kitchen and domestic machines parts thereof and fittings, ovens, electric iron, vacuum cleaner and all kinds of household appliances and utensils, blenders, water purifiers, roti makers, air conditioners, components, parts, accessories, articles and things of a character similar or analogous to the foregoing and to render all services in relation to the business."

Preethi is one of the leading manufacturers of kitchen appliances focusing on the South Indian market. Preethi's product range comprises of mixers, table top grinders, coffee makers, induction cookers, electric rice cookers, electric kettle, electric iron box and electric pressure cookers.

### (ii) Details of change of name, registered office and objects of Preethi during the last five years

Change of Name: There has been no change in the name of Preethi during the last five years.

Change of Registered Office: There has been no change in the registered office of Preethi during the last five years.

Change of objects: There has been no change in the objects of Preethi during the last five years.

### (iii) Details of the capital structure of Preethi including authorised, issued, subscribed and paid up share capital

The details of the authorized, issued, subscribed and paid up share capital of Preethi as on October 6, 2020 are as under:

Share Capital	Amount (In Rs.)
Authorized Share Capital	
96,987,421 Equity Shares of INR 10 each	969,874,210
34,062,579 8% Compulsorily Convertible Non-cumulative preference shares of INR 10 each	340,625,790
TOTAL	1,310,500,000
Issued, subscribed and paid-up Share Capital	
95,187,940 equity Shares of 10 each fully paid up	951,879,400
TOTAL	951,879,400

Subsequent to October 6, 2020, till date, there has been no change in the authorised, issued, subscribed and paid up share capital of Preethi.

The entire issued and paid-up capital of Preethi is held by the Applicant Company and its nominee shareholders.

### **Post Scheme Capital Structure:**

Upon the coming into effect of the Scheme, Preethi shall stand amalgamated into the Resulting Company and shall stand dissolved without being wound up.

### (iv) Details of the Promoters and Directors along with their addresses

The details of the promoters of Preethi are as follows:

S.	Name of the Promoter	Address
No.		
1.	Philips India Limited	3 <sup>rd</sup> Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New
		Town (Rajarhat) Kolkata – 700156, West Bengal

Preethi had 3 (three) directors as on September 30, 2020. The details of such directors are set forth below:

S. No.	Name of Director	Designation	Address
1.	Subramanian Srini- vasan	Managing Director	Flat IB, Etica Kalathimka, No. 1, Kamaraj Salai, Laxmiuram, Thiruvanmiyur, Chenna – 600 041, Tamil Nadu
2.	Rajiv Mathur	Director	1543, Sector A, Pocket B & C, Vasant Kunj, New Delhi – 11—70, Delhi
3.	Sudeep Agarwal	Director	C 122, The Summit, DLF City Phase 5, Sector 54, Gurgaon – 122 011, Haryana

Subsequent to September 30, 2020, till date, there has been no change in the composition of the board of directors of Preethi.

(v) The date of the board meeting of Preethi at which the Scheme was approved by the board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution:

The Scheme was approved by the board of directors of Preethi in its meeting dated September 15, 2020. Details of the directors and their votes in respect of the resolution passed on September 15, 2020 are as follows:

S.	Names of the Director of the	Voted in favour/ against/ abstain
No.	Company	
1.	Subramanian Srinivasan	In favour
2.	Rajiv Mathur	In favour
3.	Sudeep Agarwal	In favour

- (vi) As on August 31, 2020, Preethi had 537 (Five Hundred and Thirty Seven only) unsecured creditors and the aggregate amount due to such unsecured creditors was INR 60,06,68,159 (Indian Rupees Sixty Crore Six Lakhs Sixty Eight Thousand One Hundred and Fifty Nine only).
- (vii) None of the Directors, the Key Managerial Personnel (as defined under the Act and rules framed thereunder) of Preethi and their respective Relatives (as defined under the Act and rules framed thereunder) have any interests, financial or otherwise in the Scheme except to the extent of their respective shareholdings in the Applicant Company, Preethi and Philips Domestic Appliances, as the case may be.
- (viii) Disclosure about effect of the Scheme on directors, key managerial personnel, debenture trustee and other stakeholders of Preethi

Disclosure about the effect of the Scheme on the following persons:

S. No.	CATEGORY OF STAKEHOLDER	EFFECT OF THE SCHEME ON STAKEHOLDERS
S. No. A.		Preethi has only one class of shareholders i.e. equity shareholders. Preethi has 3 equity shareholder namely, PIL and 2 other individual shareholders who are nominees of PIL ("PIL Nominees").  As a part of the Proposed Re-organization, upon coming into effect of the Scheme:  (a) the issued, subscribed and paid-up equity share capital of Preethi shall be reduced from INR 95,18,79,400 (Indian rupees Ninety Five Crores Eighteen Lakhs Seventy Nine Thousand and Four Hundred) divided into 9,51,87,940 (Nine Crores Fifty One Lakh Eighty Seven Thousand Nine Hundred and Forty) fully paid up equity shares of face value INR 10 (Indian rupees Ten) each to INR 47,59,39,700 (Indian rupees Forty Seven Crore Fifty Nine Lakh Thirty Nine Thousand Seven Hundred) divided into 9,51,87,940 (Nine Crores Fifty One Lakh Eighty Seven Thousand Nine Hundred and Forty) fully paid up equity shares of face value INR 5 (Indian rupees Five) each, without any further act, instrument or deed;  (b) the securities premium reserve account of Preethi shall be reduced from an amount of INR 6,47,91,60,669 (Indian rupees Six Hundred Forty Seven Crore Ninety One Lakh Sixty Thousand and Six Hundred Sixty Nine) to INR 1,63,91,00,369 (Indian rupees One Hundred Sixty Three Crores Ninety One Lakhs Three Hundred and Sixty Nine).
		The amounts so reduced shall be utilized as follows:  (a) an amount of INR 42.72 (Indian Rupees Forty Two and Seventy Two Paise) per fully paid up equity share of face value INR 10 (Indian rupees Ten) each held by the shareholder of Preethi shall be returned to the shareholders of Preethi by way of cash (subject to the payment/withholding of applicable taxes, if any) aggregating to INR 4,06,60,00,000 (Indian Rupees Four Hundred Six Crore and Sixty Lakhs); and  (b) Post return of capital (as stated above), an amount of INR 1,25,00,00,000 (Indian Rupees One Hundred Twenty Five Crores) of the securities premium reserve account shall be adjusted against the balance in the profit and loss account of Preethi to inter alia write off the net accumulated losses of Preethi.
		The Proposed Reorganization is not in any way prejudicial to the interests of the shareholders of Preethi.  Pursuant to the Proposed Demerger, the investment held by PIL (and the PIL Nominees) in Preethi shall be transferred to and vested in and be deemed to have been transferred to and vested in Philips Domestic Appliances. As a result, prior to the Proposed Amalgamation, Philips Domestic Appliances shall hold 100% of the issued, subscribed and paid-up capital of Preethi. Consequently, pursuant to the Proposed Amalgamation, the entire share capital held by Philips Domestic Appliances in Preethi shall stand cancelled without any further application, act or deed in accordance with the provisions of the Scheme. Further, on the Scheme becoming effective, Preethi shall stand dissolved without being wound-up.  The Proposed Restructuring is expected to have several benefits for Preethi and the Philips group as a whole, and is expected to be in the best interests of the shareholders of Preethi as they shall be getting a return of amounts that is in excess of the requirements of Preethi.

В.	Key managerial personnel ("KMP") and Directors	Pursuant to the Proposed Restructuring and upon the effectiveness of the Scheme, Preethi shall stand dissolved without winding up and accordingly, its Board shall cease to exist and therefore the current directors of Preethi will cease to hold their directorship position(s) in Preethi. Further, the KMPs of Preethi (i.e. Mr. Rajiv Mathur, Director; Mr. Sudeep Agrawal, Director; Mr. Srinivasan Subramanian, Managing Director; and Mrs. Aruna. A, Company Secretary) will cease to be KMPs of Preethi, pursuant to dissolution of Preethi under the Scheme.
C.	Promoters	Since Preethi is a wholly owned subsidiary of PIL, PIL and the PIL Nominees are the only shareholders of Preethi. An amount of INR 42.72 (Indian rupees Forty Two and Seventy Two Paise) shall be returned to PIL and the PIL Nominees by way of cash (subject to the payment/ withholding of applicable taxes, if any) for every fully paid up equity share of face value INR 10 (Indian rupees Ten) each held by them in Preethi. Further, pursuant to the Proposed Demerger, PIL along with the PIL Nominees, shall cease to hold any shares in Preethi as the investment of PIL and the PIL Nominees in Preethi shall be transferred to and vested in and be deemed to have been transferred to and vested in Philips Domestic Appliances. Pursuant to the Proposed Amalgamation, the entire share capital held by Philips Domestic Appliances in Preethi shall stand cancelled without any further application, act or deed in accordance with the provisions of the Scheme. Upon the Scheme becoming effective, Preethi shall stand dissolved without being wound-up.
D.	Non-promoter shareholders	Since Preethi is a wholly owned subsidiary of PIL, there are no non-promoter shareholders in Preethi.
E.	Employees	Upon the Scheme becoming effective, pursuant to the Proposed Amalgamation, all employees of Preethi in service as on the Effective Date (as defined under the Scheme), shall become employees of the Resulting Company with effect from the Appointed Date (as defined under the Scheme) or their respective joining date, whichever is later, without any interruption or break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Resulting Company shall not be less favourable than those applicable to them with reference to their employment in Preethi as on the Effective Date.
F.	Creditors	The Proposed Re-structuring is not in any way prejudicial to the interests of any creditors of Preethi. Further, this will not impact the normal operations of Preethi or its ability to repay its creditors or honor any of its other commitments, in the ordinary course of its business.  All Liabilities (as defined in the Scheme and which will include all liabilities and obligations of Preethi towards its creditors) shall automatically stand transferred to and vested in Philips Domestic Appliances and the same shall be assumed by Philips Domestic Appliances, on the same terms and conditions as were applicable to Preethi.
G.	Depositors	Not Applicable. Preethi does not have any depositors.
H.	Debenture holders	Not Applicable. Preethi does not have any debenture holders.
I.	Debenture trustee and Deposit Trustee	Not Applicable. Preethi does not have any deposit trustee or debenture trustee.

(ix) Disclosure about effect of the Scheme on material interests of directors, key managerial personnel (KMP), debenture trustee and other stakeholders:

Please refer to the table above for the effect of the Scheme on material interests of directors, KMPs, debenture trustee and other stakeholders of Preethi. Preethi does not have any debenture trustees.

### V. Other Particulars of Philips Domestic Appliances as per Rule 6(3) of the Merger Rules

(i) Summary of the main objects as per the Memorandum of Association and main business carried on by Philips Domestic Appliances

The main objects for which Philips Domestic Appliances has been established as set out in Clause 3 of its Memorandum of Association is reproduced hereunder:

"3.(a) The objects to be pursued by the company on its incorporation are

- (a) To manufacture, produce, process, develop, design, assemble, repair, import, export, buy, sell, brand, hire, let on hire, lease, pack, recondition, service, supply or otherwise deal in all models, shapes, sizes, capacities and varieties of electrical appliances, domestic and household appliances, heating, cooking appliances and devices, gadgets such as refrigerators, dryers, heaters, geysers, irons, mixers, filters, ceiling fans, table fans, exhaust fans, vacuum cleaners, washing machines, air conditioners, radio, televisions, air-purifiers, air-fryers, pressure cookers, ovens, cooking ranges, hot plates, other cooking utensils of all types, and other similar products, their consumable, parts, accessories, components, fittings such as electrical wires and accessories; heaters, presses, enamelled wires, cords, tapes, cells, tubes and other allied articles and appliances for any use in domestic or industrial purposes whether as wholesalers, retailers, agents, subagents, distributors or otherwise and to act as electrical/electronic engineers and consultants in India and abroad.
- (b) To carry on the business of manufacturers, producers, stockiest, commission agents, importers, exporters of electrical products and other domestic appliances, their assemblies, kits, spares and accessories in India and abroad.
- (ii) Details of change of name, registered office and objects of Philips Domestic Appliances during the last five years

  Change of Name: Philips Domestic Appliances was incorporated in July, 2020. There has been no change in the name of Philips Domestic Appliances since its incorporation.

*Change of Registered Office*: Philips Domestic Appliances was incorporated in July, 2020. There has been no change in the registered office of Philips Domestic Appliances since its incorporation.

*Change of objects:* Philips Domestic Appliances was incorporated in July, 2020. There has been no change in objects of Philips Domestic Appliances since its incorporation.

(iii) Details of the capital structure of Philips Domestic Appliances including authorised, issued, subscribed and paid up share capital

The authorised, issued, subscribed and paid-up share capital of Philips Domestic Appliances as on October 6, 2020, is as under:

Share Capital	Amount (In INR)
Authorized Share Capital	
50,000 equity shares of 10 each	5,00,000
TOTAL	5,00,000
Issued, Paid-up and Subscribed Share Capital	
50,000 equity shares of face value of Rs. 10/- each	5,00,000
TOTAL	5,00,000

Subsequent to October 6, 2020, till date, there has been no change in the authorised, issued, subscribed and paid up share capital of Philips Domestic Appliances.

The entire issued and paid-up capital of Philips Domestic Appliances is held by the Applicant Company and its 6 nominee shareholders.

### **Post Scheme Capital Structure:**

Upon the coming into effect of the Scheme but prior to the issuance and allotment of shares by Philips Domestic Appliances to the shareholders of the Applicant Company in consideration for the Proposed Demerger, the authorized share capital of Philips Domestic Appliances shall automatically stand increased, without any further act, instrument or deed on the part of Philips Domestic Appliances, by an amount equal to the authorized share capital of Preethi. Pursuant to the aforesaid increase in the authorized share capital of Philips Domestic Appliances as a result of the Proposed Amalgamation, the resultant authorized share capital of Philips Domestic Appliances shall be reclassified/re-organized as follows:

Share Capital	Amount (In INR)
Authorized Share Capital	
9,70,37,421 equity shares of INR 10 each	97,03,74,210
3,40,62,579 Compulsorily Convertible Preference Shares of INR 10 each	34,06,25,790
TOTAL	1,31,10,00,000

Upon the coming into effect of this Scheme and in consideration of the Proposed Demerger, Philips Domestic Appliances shall, without any further application, act or deed, issue and allot equity shares, credited as fully paid-up, to the members of the Applicant Company, holding fully paid up equity shares in the Applicant Company and whose names appear in the register of members of the Applicant Company and/ or the records of the depository(ies) as members of the Applicant Company as on the Record Date (*as defined in the Scheme*), or to their respective heirs, executors, administrators, other legal representative or other successors, in the Share Entitlement Ratio i.e., 1 fully paid up equity share of INR 10 (Indian Rupees ten only) each of Philips Domestic Appliances shall be issued and allotted for every 1 fully paid-up equity share of INR 10 (Indian Rupees ten only) held in the Applicant Company such that in aggregate 5,75,17,242 (Five Crore Seventy Five Lakh Seventeen Thousand Two Hundred and Forty Two) fully paid up equity shares of INR 10 (Indian Rupees ten only) each of Philips Domestic Appliances shall be issued to the members of the Applicant Company.

### (iv) Details of the Promoters and Directors along with their addresses

The details of the promoter of Philips Domestic Appliances are as follows:

S. No.	Name of the Promoter	Address
1.	Philips India Limited	3 <sup>rd</sup> Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town (Rajarhat) Kolkata – 700156, West Bengal

Philips Domestic Appliances had 3 directors as on October 6, 2020. The details of such directors are as set forth below:

S. No.	Name of Director	Designation	Address
1.	Rajiv Mathur	Director	1543, Sector A, Pocket B & C, Vasant Kunj, New Delhi – 110070, Delhi
2.	Sudeep Agrawal	Director	C 122, The Summit, DLF City Phase 5, Sector 54, Gurgaon – 122 011, Haryana
3.	Gulbahar Taurani	Director	TNA I I 4-A, DLF City Phase 5, Gurgaon- 122009, Haryana

Subsequent to October 6, 2020, till date, there has been no change in the composition of the board of directors of Philips Domestic Appliances.

(v) The date of the board meeting of Philips Domestic Appliances at which the Scheme was approved by the board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not or participate on such resolution:

The Scheme was approved by the board of directors of Philips Domestic Appliances in its meeting dated September 28, 2020. Details of directors of Philips Domestic Appliances who voted on the resolution passed on September 28, 2020 are as follows:

S. No.	Names of the Directors	Voted in favor/ against/ Abstain
1.	Rajiv Mathur	In favour
2.	Sudeep Agrawal	In favour
3.	Gulbahar Taurani	In favour

(vi) As on September 15, 2020, Philips Domestic Appliances had 1 (one) unsecured creditor namely, the Applicant Company, and the amount due to such unsecured creditor was INR 75,000 (Indian Rupees Seventy Thousand only).

None of the Directors, the Key Managerial Personnel (as defined under the Act and rules formed thereunder) of Philips Domestic Appliances and their respective Relatives (as defined under the Act and rules formed thereunder) have any interests, financial or otherwise in the Scheme, except to the extent of their respective shareholding in the Applicant Company, Preethi and/or Philips Domestic Appliances, if any.

(vii) Disclosure about effect of the Scheme on directors, key managerial personnel, debenture trustee and other stakeholders of Philips Domestic Appliances:

Disclosure about the effect of the Scheme on the following persons:

S. No	Category of Stakeholder	Effect of the Scheme on Stakeholders
A.	Shareholders	Philips Domestic Appliances has only one class of shareholders i.e. equity shareholders. It has seven equity shareholders, namely, PIL and 6 (six) individuals who hold 1 share each as nominee shareholders on behalf of PIL.  Upon the Scheme becoming effective and in consideration of the Proposed Demerger, Philips Domestic Appliances shall, without any further application, act or deed, issue and allot equity shares, credited as fully paid-up, to the members of the Applicant Company, holding fully paid-up equity shares in the Applicant Company and/ or the records of the depository(ies) as members of the Applicant Company, as on the Record Date (as defined under the Scheme), or to their respective heirs, executors, administrators, other legal representative or other successors in title in the Share Entitlement Ratio i.e.  I fully paid-up equity share of INR 10 (Indian Rupees ten only) each of Philips Domestic Appliances shall be issued and allotted for every 1 fully paid-up equity share of INR 10 (Indian Rupees ten only) held in PIL such that in aggregate 5,75,17,242 (Five Crore Seventy Five Lakh Seventeen Thousand Two Hundred and Forty Two) fully-paid up equity shares of INR 10 (Indian Rupees ten only) each of Philips Domestic Appliances shall be issued to the members of PIL pursuant to the Proposed Demerger.  Pursuant to the Proposed Restructuring under the Scheme, the shareholders of the Applicant Company will continue to remain shareholders of the Applicant Company and will also become shareholders of Philips Domestic Appliances in the same proportion as their shareholding in the Applicant Company.

S. No	Category of Stakeholder	Effect of the Scheme on Stakeholders
		Simultaneously with the allotment of shares by Philips Domestic Appliances to the shareholders of the Applicant Company as specified above, the existing shareholding of the Applicant Company (together with its nominees) in Philips Domestic Appliances, as was issued and paid up, shall stand cancelled without any further act, instrument or deed in accordance with the provisions of the Scheme.  Further, pursuant to the Proposed Demerger, the investment held by the Applicant Company in Preethi shall be transferred to and vested in and be deemed to have been transferred to and vested in Philips Domestic Appliances. As a result, prior to the Proposed Amalgamation, Philips Domestic Appliances shall hold 100% of the issued, subscribed and paid-up capital of Preethi. Consequently, pursuant to the Proposed Amalgamation, the entire share capital held by Philips Domestic Appliances in Preethi shall stand cancelled without any further application, act or deed in accordance with the provisions of the Scheme. No new shares shall be issued nor any payment be made in cash or in kind whatsoever by Philips Domestic Appliances in lieu of such shares of Preethi.  The Proposed Restructuring is expected to have several benefits for all stakeholders including Philips Domestic Appliances and its shareholders.
В.	Promoters	Since Philips Domestic Appliances is a wholly owned subsidiary of the Applicant Company, the Applicant Company along with its 6 nominee shareholders, are the only shareholders and promoters of Philips Domestic Appliances. As specified in Sl. No. A above, pursuant to the Proposed Restructuring, the entire shareholding of the Applicant Company (together with the 6 shares held by the 6 nominee shareholders) in Philips Domestic Appliances, as was issued and paid-up, shall stand cancelled without any further act, instrument or deed in accordance with the provisions of the Scheme. As a result, after coming into effect of the Scheme, the Applicant Company and the said nominee shareholders, will cease to hold any shares in Philips Domestic Appliances. However, post the scheme coming into effect, all the shareholders of the Applicant Company (as on the Record Date) will become the shareholders of Philips Domestic Appliances in the same proportion as their respective shareholding in the Applicant Company. This means the promoter shareholders of the Applicant Company shall also become the promoter shareholders of Philips Domestic Appliances post the scheme coming into effect and shall hold the same proportion of shares as they hold in the Applicant Company.
C.	Non-Promoter Shareholders	Since Philips Domestic Appliances is a wholly owned subsidiary of the Applicant Company, there are no non-promoter shareholders in Philips Domestic Appliances. However, post the scheme coming into effect, all the shareholders of the Applicant Company (as on the Record Date) will become the shareholders of Philips Domestic Appliances in the same proportion as their respective shareholding in the Applicant Company. This means the non-promoter shareholders of the Applicant Company shall also become the non-promoter shareholders of Philips Domestic Appliances post the scheme coming into effect and shall hold the same proportion of shares as they hold in the Applicant Company.
D.	Key Managerial Personnel (KMPs) and Directors	The Scheme will not have any effect on the KMPs or directors of Philips Domestic Appliances and no change in the KMPs or directors of Philips Domestic Appliances is envisaged pursuant to the Scheme.

S. No	Category of Stakeholder	Effect of the Scheme on Stakeholders
E.	Employees	The Scheme will not have any effect on the current employees of Philips Domestic Appliances.  On the Scheme becoming effective, all PIL Transferred Employees shall be deemed to have become employees of Philips Domestic Appliances with effect from the Appointed Date or their respective joining date, whichever is later, without any interruption or break in their service and on the basis of continuity of service, and the terms and conditions of their employment with Philips Domestic Appliances shall not be less favourable than those applicable to them with reference to their employment in the Applicant Company as on the Effective Date.  Upon the Scheme becoming effective, pursuant to the Proposed Amalgamation, all employees of Preethi in service as on the Effective Date, shall become employees of the Resulting Company with effect from the Appointed Date or their respective joining date, whichever is later, without any interruption or break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Resulting Company shall not be less favourable than those applicable to them with reference to their employment in Preethi as on the Effective Date.
F.	Creditors	Philips Domestic Appliances does not have any secured creditors and has only 1 unsecured creditor i.e. the Applicant Company. The Scheme will not be prejudicial to the interests of the unsecured creditor of Philips Domestic Appliances i.e. the Applicant Company, as the liabilities and obligations towards the Applicant Company as an unsecured creditor, shall continue with Philips Domestic Appliances.
G.	Depositors	Not Applicable. Philips Domestic Appliances does not have any depositors.
H.	Debenture Holders	Not Applicable. Philips Domestic Appliances does not have any debenture holders.
I.	Deposit Trustee and Debenture Trustee	Not Applicable. Philips Domestic Appliances does not have any deposit trustee or debenture trustee.

## (viii) Disclosure about effect of the Scheme on material interests of directors, Key Managerial Personnel (KMP), debenture trustee and other stakeholders:

Please refer to the table above for the effect of the Scheme on material interests of directors, KMPs, debenture trustee and other stakeholders of Philips Domestic Appliances. Philips Domestic Appliances does not have any debenture trustees.

### VI. Other details regarding the Scheme required as per Rule 6(3) of the Merger Rules

(a) Relationship between the Applicant Company, Preethi and Philips Domestic Appliances:

Preethi and Philips Domestic Appliances are both wholly owned subsidiaries of the Applicant Company.

(b) Appointed Date, Effective Date, Record Date and Share Entitlement Ratio:

Appointed Date: means the opening of business on July 1, 2021 or such other date as the NCLT may direct/allow.

*Effective Date:* means the last of the dates on which all the conditions and matters referred to in Clause 35 of the Scheme occur or have been fulfilled or waived in accordance with this Scheme.

### Share Entitlement Ratio and other considerations, if any:

(i) <u>Proposed Re-organization of Preethi:</u> Upon the Scheme becoming effective and pursuant to the Proposed Re-organization of the share capital and securities premium reserve account of Preethi, an amount of INR 42.72 (Indian rupees Forty Two and Seventy Two Paise) shall be returned to the shareholders of Preethi i.e. the Applicant Company and its nominees, by way of cash (subject to the payment/ withholding of applicable taxes, if any) for every fully paid up equity share of face value INR 10 (Indian rupees Ten) each held by them in Preethi.

- Proposed Demerger of the Applicant Company: Upon the Scheme becoming effective and in consideration of the Proposed Demerger, Philips Domestic Appliances shall, issue and allot to all shareholders of the Applicant Company holding fully paid-up equity shares in the Applicant Company and whose names appear in the register of members of the Applicant Company and/ or the records of the depository(ies) as members of the Applicant Company, as on the Record Date (as defined under the Scheme), or to their respective heirs, executors, administrators, other legal representative or other successors in title, 1 fully paid up equity share of INR 10 (Indian Rupees ten only) each of Philips Domestic Appliances for every 1 fully paid-up equity share of INR 10 (Indian Rupees ten only) held in PIL i.e. the Share Entitlement Ratio.
- (iii) Proposed Amalgamation of Preethi into Philips Domestic Appliances: Pursuant to the Proposed Amalgamation, the entire share capital held by Philips Domestic Appliances in Preethi shall stand cancelled without any further application, act or deed in accordance with the provisions of the Scheme. No new shares shall be issued nor any payment be made in cash or in kind whatsoever by Philips Domestic Appliances in lieu of such shares of Preethi.

### (c) Summary of the Valuation Reports

- (i) Price Waterhouse & Co LLP ("PWC") (having Firm Registration No 016844N) was appointed to provide a report on the Share Entitlement Ratio as proposed by the management of the Applicant Company for the purposes of the equity shares of Philips Domestic Appliances to be issued to the shareholders of the Applicant Company in consideration of the Proposed Demerger. In its report dated September 3, 2020, PWC has in relation to the Share Entitlement Ratio, stated that considering that all the current shareholders of the Applicant Company will, pursuant to the Proposed Demerger, be the ultimate economic and beneficial owners of Philips Domestic Appliances and that upon allotment of equity shares by Philips Domestic Appliances in the Share Entitlement Ratio, the economic and beneficial interest of the shareholders in the equity of Philips Domestic Appliances will be the same as it is in the equity of the Applicant Company, the Share Entitlement Ratio is fair in relation to the Proposed Demerger.
- (ii) Ms. Bhavna Garg (having ICAI Membership No. 524347, IBBI Registration No. IBBI/RV/05/2019/10677 and ICMAI RVO Membership No. ICMAI RVO/S&FA/00029) was also appointed to provide a report on the Share Entitlement Ratio as proposed by the management of the Applicant Company for the purposes of the equity shares of Philips Domestic Appliances to be issued to the shareholders of the Applicant Company in consideration of the Proposed Demerger. In her report dated August 28, 2020, she has in relation to the Share Entitlement Ratio, stated that the same is fair and reasonable considering that all the shareholders of the Applicant Company will pursuant to the Proposed Demerger, be the ultimate beneficial owners of Philips Domestic Appliances in the same ratio as that of their shareholding in the Applicant Company, as on the record date to be fixed by the boards of directors of the Applicant Company and Philips Domestic Appliances.
  - The Share Entitlement Ratio has been approved by the board of directors of the Applicant Company, audit committee of the Applicant Company and the board of directors of the Resulting Company.
- (iii) Ms. Bhavna Garg was also appointed to provide a report on the assessment of the Proposed Reorganization of Preethi as proposed under the Scheme. In her report dated August 28, 2020, she has stated that, subject to the specific representations and assumptions as specified therein, the Proposed Reorganization (a) shall make the capital of Preethi commensurate to the operating assets and shall improve the overall financial matrices for Preethi and its shareholders i.e. return on capital employed (ROCE) and return on net worth (RONW); and (b) is not prejudicial to the interest of shareholders of Preethi as they shall be getting a return of amounts in excess of the requirements of Preethi (i.e. INR 42.72 (Indian rupees Forty Two and Seventy Two Paise) for every fully paid up equity share of face value INR 10 (Indian rupees Ten) each held by them in Preethi).

### (d) Details of capital restructuring

The Scheme does not envisage any restructuring of the share capital of the Applicant Company. However, the Scheme, provides for:

- (i) re-organization of the share capital and securities premium reserve account of Preethi involving reduction in the face value of the fully paid up equity shares and reduction of the securities premium reserve account of Preethi and return of the amounts so reduced to the shareholders of Preethi on a proportionate basis. Further, the remaining amount in the securities premium reserve account shall be partly adjusted against the balance in the profit and loss account of Preethi to inter alia write off accumulated losses of Preethi;
- (ii) the transfer by way of a demerger of the Demerged Undertaking (as defined under the Scheme) of the Applicant Company to the Resulting Company on a going concern basis, reduction of share capital held by the Applicant Company in the Resulting Company and issue of equity shares by the Resulting Company to the shareholders of the Applicant Company; and
- (iii) amalgamation of Preethi with the Resulting Company and dissolution of Preethi without winding up and the cancellation of equity shares of Preethi held by the Resulting Company; and
- (iv) the re-organisation of the share capital of the Resulting Company as provided in the Scheme, pursuant to Sections 230 to 232 of the Act and other provisions of the Act, as may be applicable, in the manner provided for in this Scheme and in compliance with Sections 2(19AA) and 2(1B) and other applicable provisions of the Income Tax Act, 1961 read with Income Tax Rules, 1962.

### (e) Detail of debt restructuring

The Scheme does not envisage any debt restructuring of the Applicant Company, Preethi or Philips Domestic Appliances.

# (f) Rationale of the Composite Scheme of Arrangement, and the benefit of the Scheme of Arrangement as perceived by the Board of Directors of the Applicant Company

The rationale and objectives of the proposed arrangement under the Scheme are as follows:

- (i) Philips Domestic Appliances and Preethi are wholly owned subsidiaries of the Applicant Company. The Applicant Company is a subsidiary of Koninklijke Philips N.V. which holds 96.13% approx. of the total issued and paid up share capital in PIL with the remaining 3.87% approx. of the total issued and paid up share capital being held by minority shareholders. The economic interests of the shareholders of the Applicant Company will remain unchanged. The shareholders of the Applicant Company will continue to remain shareholders of the Applicant Company and will also become shareholders of Philips Domestic Appliances in the same proportion as their shareholding in the Applicant Company. The Scheme is therefore, expected to be in the best interests of the shareholders, employees and the creditors of each of the Applicant Company, Philips Domestic Appliances and the Applicant Company;
- (ii) Presently, the Domestic Appliances Business (as defined under the Scheme) of the Applicant Company is housed in Preethi and the Demerged Undertaking (as defined under the Scheme) of the Applicant Company. Pursuant to the Scheme, the Domestic Appliances Business of the Applicant Company will be separated and transferred into Philips Domestic Appliances by way of (A) the Proposed Demerger; and (B) the Proposed Amalgamation. This segregation of the Domestic Appliances Business is being undertaken in line with the global separation plan of the Philips group to improve efficiencies of the individual business divisions;
- (iii) The restructuring will help the Applicant Company to consolidate its Domestic Appliances Business in India into one entity (being Philips Domestic Appliances), leading to increased focus, alignment and operational efficiency.

It will enable the management to position itself better to capture growth opportunities, achieve cost synergies, be closer to customers, adapt more quickly to evolving customer needs and enable decisive investments in the future of the Domestic Appliances Business;

- (iv) The Proposed Demerger will enable the Applicant Company to focus on and enhance its Remaining Business (as *defined in the Scheme*) by streamlining its operations;
- (v) As independent companies with dedicated, focused and lean management structures, both Philips Domestic Appliances as well as the Applicant Company will be able to make appropriate investments to boost growth and drive profitability, ultimately generating significantly more value for their customers, employees and shareholders;
- (vi) Each of Philips Domestic Appliances and the Applicant Company will be able to attract different sets of investors enabling them to select investments that best suit their strategies and risk profiles. This will also create an optimum structure for monetization in the future of the Domestic Appliances Business so separated and consolidated; and
- (vii) Preethi has more capital than it can profitably employ and the capital is in surplus to its requirements. This has given rise to the need to return the excess capital and readjust the relation between capital and assets and to accurately and fairly reflect the assets and liabilities of Preethi in its books of accounts. Therefore, the Proposed Reorganization is being undertaken to give a true and fair view of the books of accounts of Preethi and to reflect its assets and liabilities at their real value and maximize its business value.
- (g) No investigation or proceedings are pending against the Applicant Company, Philips Domestic Appliances and Preethi, under the Act.

### (h) Details of availability of the following documents for obtaining extracts from or making or obtaining copies

The following documents will be available for obtaining extracts from or for making or obtaining copies of or for inspection by the unsecured creditors of the Applicant Company (i) on the website of the Applicant Company; and (ii) at its registered office on all days except Saturday, Sunday and public holidays between 11:00 A.M. and 1:00 P.M., up to and including the date of the Meeting:

- A. This Notice, Explanatory Statement and all documents annexed hereto;
- B. Certified copy of the order passed by the Kolkata Bench of the NCLT in C.A. (CAA) NO. 1157/KB OF 2020, dated January 5, 2021 *inter alia* directing the Applicant Company, to convene the respective NCLT convened meetings;
- C. Copy of the Scheme;
- D. Copies of the Memorandum of Association and Articles of Association of the Applicant Company, Philips Domestic Appliances and Preethi;
- E. Copies of the latest audited financial statements of the Applicant Company and Preethi including consolidated financial statements and copies of the last unaudited financial statements of Philips Domestic Appliances;
- F. Copies of the valuation reports i.e. share entitlement ratio reports from PWC and the registered valuer; and the report of the registered valuer on the Proposed Re-organization of Preethi;
- G. The certificates issued by the statutory auditors of the Applicant Company, Philips Domestic Appliances and Preethi, respectively, to the effect that the accounting treatment, if any, proposed in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Act;
- H. Copies of Form No. GNL-1 filed with the relevant Registrar of Companies along with challans, evidencing filing of the Scheme; and
- Such other information or documents as the board of directors or the management of the Applicant Company may consider necessary and relevant.

- (i) Details of approvals, sanctions or no-objection(s) from regulatory or any other governmental authorities in relation to the Scheme
  - A. The Scheme was filed by the Applicant Company and Philips Domestic Appliances with the Kolkata Bench of the NCLT on October 13, 2020, and the Kolkata Bench of the NCLT has given directions to convene meetings of the creditors and shareholders of the Applicant Company while granting dispensation with the requirement of holding meetings of the creditors and shareholders of Philips Domestic Appliances, vide an Order dated January 5, 2021. The Scheme was filed by Preethi with the Mumbai Bench of the NCLT on October 15, 2020, and the Mumbai Bench of the NCLT, has dispensed with the requirement of holding meetings of the creditors and shareholders of Preethi and given directions to issue notices to its creditors, vide an order dated December 10, 2020.
  - B. The Scheme is subject to approval by majority of persons representing three-fourth in value of the secured creditors, unsecured creditors and equity shareholders of the Applicant Company, voting in the respective meetings or through authorized representatives or by remote e-voting (in case of the equity shareholders and unsecured creditors), in terms of Section 230-232 of the Act.
  - C. Further, the Applicant Company confirms that notice of the Scheme in the prescribed form is also being served on all concerned authorities in terms of the Order of the Kolkata bench of the NCLT dated January 5, 2021 and the order of the Mumbai bench of the NCLT dated December 10, 2020
- (a) The relevant clauses of the Scheme are as under:
  - "1.4" Amalgamating Undertaking" means all the undertakings and entire business of the Amalgamating Company as a going concern, including, without limitation:
  - (a) all immovable properties (i.e., land together with the buildings and structures standing thereon or under construction) wherever situated, including those as specifically stipulated in Schedule 1 to this Scheme (whether freehold, leasehold, leave and licensed or otherwise, including tenancies in relation to warehouses, research facilities, godowns, depots, office space and guest houses of the Amalgamating Company, and all documents of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties;
  - (b) all assets, wherever situated, as are movable in nature, whether present, future or contingent, tangible or intangible, in possession or reversion, corporeal or incorporeal, including without limitation current assets, plant and machinery, leasehold improvements, capital work in progress, furniture, fixtures, appliances, accessories, office equipment, power lines, communication facilities, installations, vehicles, inventory, stock, diesel generator sets, godowns, utilities, actionable claims, earnest monies, security deposits and sundry debtors, prepaid expenses, bills of exchange, financial assets, investments including shares, scrips, stocks, bonds, debentures, units or pass through certificates and accrued benefits thereto, outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables, funds, cheques and other negotiable instruments, cash and bank balances, deposits including accrued interests thereto with Governmental Authority(ies), other authorities and bodies, customers and other Persons, benefits of any bank guarantees, performance guarantees, corporate guarantees and letters of credit and tax related assets including income tax, withholding tax, tax deducted at source (TDS), tax collected at source, advance tax, Minimum Alternate Tax (MAT) set-off rights, pre-paid taxes, CGST credits, SGST Credits and IGST Credits, or set-offs and any other tax benefits, subsidies, grants, tax credits, exemptions and refunds of the Amalgamating Company;
  - (c) all permits, licenses, permissions (including municipal permissions), approvals, consents, authorizations, benefits, registrations, rights, entitlements, certificates, clearances, authorities, allotments, quotas, no-objection certificates and exemptions including those relating to easements, privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereof including applications made in relation thereto of the Amalgamating Company;

- (d) all benefits, entitlements, permits, clearances, registrations, incentives and concessions under incentive schemes and policies, whether under Central, State or other laws, including under income tax, customs, Goods and Service Tax (CGST, SGST and IGST) and Foreign Trade Policy of Government of India or any other policy of the Central Government or State Government or any other authority, along with associated obligations, of the Amalgamating Company, to the extent statutorily available;
- (e) all taxes, duties (including obligation for advance licenses), cess, etc. including all or any refunds, credit and claims or entitlements relating thereto of the Amalgamating Company;
- (f) all written contracts, including government contracts, distributor agreements, concession agreements, operation and maintenance agreements, marketing agreements, consultancy agreements, service agreements, contracts with vendors/suppliers, business agreements, purchase and sale orders, memoranda of understanding, bids, tenders, expressions of interest, letters of intent, commitments to suppliers, commitments with partners, hire and purchase arrangements, contracts with contractors to supply contract labour, undertakings, deeds, bonds, investments and interest in projects undertaken by the Amalgamating Company (either solely or jointly with other parties) insurance covers and claims, clearances and other instruments of whatsoever nature and description, to which the Amalgamating Company is a party, or to the benefit of which the Amalgamating Company may be eligible, and all rights, title, interests, claims obligations and benefits of the Amalgamating Company thereunder (collectively, the "Preethi Contracts");
- (g) all intellectual property rights (whether registered or unregistered), being logos, trade names, trademarks (including goodwill therein), service marks, copyrights, patents, technical know-how, trade secrets, domain names, designs, engineering and process information, computer programmes, drawings, manuals, whether in physical or electronic form, any other business or commercial rights, whether registered, unregistered or pending applications owned or used by the Amalgamating Company;
- (h) all rights to use and avail telephones, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by the Amalgamating Company 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 Amalgamating Company;
- (i) all experience, past track record, qualification criteria and credentials of the Amalgamating Company in manufacturing and supplying the products/ services thereof to various customers, Governmental Authorities, agencies, departments and clients for the purpose of eligibility, standing, evaluation and participation in existing and future bids, tenders and contracts with various customers, Governmental Authorities, agencies, departments, clients, etc.;
- (j) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), computer programmes, drawings, manuals, data, databases including databases for production, procurement, commercial and management, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and all other books and records, software and related data, whether in physical or electronic form of the Amalgamating Company;
- (k) all the Liabilities (as hereinafter defined) of the Amalgamating Company, whether provided for or not in the books of account or disclosed in the balance sheet of the Amalgamating Company;
- (l) the Preethi Transferred Employees; and
- (m) all Proceedings (as hereinafter defined) initiated by or against the Amalgamating Company or claims, proceedings and investigations to which the Amalgamating Company is party.

- 1.6 "Appointed Date" means opening of business on July 1, 2021 or such other date as may be mutually agreed by the Companies (as hereinafter defined) or such other date as the NCLT may direct/allow;
- 1.11 "**Demerged Undertaking**" means all the assets, Liabilities, businesses, undertakings, activities, operations and properties, of whatsoever nature and kind and wheresoever situated, forming part of the Domestic Appliances Business of the Demerged Company, on a going concern basis, as on the Appointed Date, and shall mean:
  - (a) the entire shareholding of Preethi held by the Demerged Company (together with its nominees);
  - (b) all immovable properties as are currently being used solely for the purpose of the Domestic Appliances Business of the Demerged Company (i.e., land together with the buildings and structures standing thereon or under construction), including those as specifically stipulated in Schedule 2 to this Scheme (whether freehold, leasehold, leave and licensed or otherwise, including tenancies in relation to warehouses, research facilities, godowns, depots, office space and guest houses and residential premises occupied by the PIL Transferred Employees (as hereinafter defined), and all documents of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties;
  - (c) all immovable properties which are being shared by the Demerged Undertaking and the Remaining Business of the Demerged Company and which shall be transferred to the Resulting Company in the proportion and manner determined by the mutual agreement of the Boards of the Demerged Company and the Resulting Company, including either as a leasehold right or license / sublicense right;
  - (d) all assets, wherever situated, as are movable in nature pertaining solely to the Domestic Appliances Business of the Demerged Company, whether present, future or contingent, tangible or intangible, in possession or reversion, corporeal or incorporeal, including without limitation current assets, plant and machinery, leasehold improvements, capital work in progress, furniture, fixtures, appliances, accessories, office equipment, power lines, communication facilities, installations, vehicles, inventory, stock, diesel generator sets, godowns, utilities, actionable claims, earnest monies, security deposits and sundry debtors, prepaid expenses, bills of exchange, financial assets, investments including shares, scrips, stocks, bonds, debentures, units or pass through certificates and accrued benefits thereto, outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables, funds, cheques and other negotiable instruments, cash and bank balances as may be determined by the mutual agreement of the Board of the Demerged Company and the Resulting Company, deposits including accrued interests thereto with Governmental Authority(ies), other authorities and bodies, customers and other Persons, benefits of any bank guarantees, performance guarantees, corporate guarantees and letters of credit and tax related assets including income tax, withholding tax, TDS, advance tax, CGST credits, SGST Credits and IGST Credits, or set-offs and any other tax benefits, subsidies, grants, tax credits, exemptions and refunds including investments of the Demerged Company in Preethi;
  - (e) all permits, licenses, permissions (including municipal permissions), approvals, consents, authorizations, benefits, registrations, rights, entitlements, certificates, clearances, authorities, allotments, quotas, no-objection certificates and exemptions including those relating to easements, privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereof including applications made in relation thereto ("Business Licenses") that pertain to the Domestic Appliances Business of the Demerged Company;
  - (f) all benefits, entitlements, permits, clearances, registrations, incentives and concessions under incentive schemes and policies, whether under Central, State or other laws, including under income tax, customs, Goods and Service Tax (CGST, SGST and IGST) and Foreign Trade Policy of Government of India or any other policy of the Central Government or State Government or any other authority, along with associated obligations, in relation to the Domestic Appliances Business of the Demerged Company, to the extent statutorily available;
  - (g) all taxes, duties (including obligation for advance licenses), cess, etc. that are allocable, referable or related to the

- Domestic Appliances Business of the Demerged Company, including all or any refunds, credit and claims or entitlements relating thereto. It is hereby clarified that all taxes, duties (including obligation for advance licenses), cess, etc. that are common to both the Domestic Appliances Business and the Remaining Business of the Demerged Company shall be allocated to the Domestic Appliances Business of the Demerged Company by the mutual agreement of the Board of the Demerged Company and the Resulting Company;
- (h) all written contracts, including government contracts, distributor agreements, concession agreements, operation and maintenance agreements, marketing agreements, consultancy agreements, service agreements, contracts with vendors/suppliers, business agreements, purchase and sale orders, memoranda of understanding, bids, tenders, expressions of interest, letters of intent, commitments to suppliers, commitments with partners, hire and purchase arrangements, contracts with contractors to supply contract labour, undertakings, deeds, bonds, investments and interest in projects undertaken by the Demerged Company (either solely or jointly with other parties) insurance covers and claims, clearances and other instruments of whatsoever nature and description¬, solely in relation to the Domestic Appliances Business of the Demerged Company, to which the Demerged Company is a party, and all rights, title, interests, claims obligations and benefits thereunder (collectively, the "PIL Transferred Contracts");
- (i) all written contracts, including government contracts, distributor agreements, concession agreements, operation and maintenance agreements, marketing agreements, consultancy agreements, service agreements, contracts with vendors/ suppliers, business agreements, purchase and sale orders, memoranda of understanding, bids, tenders, expressions of interest, letters of intent, commitments to suppliers, commitments with partners, hire and purchase arrangements, contracts with contractors to supply contract labour, undertakings, deeds, bonds, investments and interest in projects undertaken by the Demerged Company (either solely or jointly with other parties) insurance covers and claims, clearances and other instruments of whatsoever nature and description that relate to and to the benefit of which the Demerged Undertaking as well as the Remaining Business of the Demerged Company are eligible and which are subsisting or having effect on the Effective Date (including any such contracts that are entered into prior to the Effective Date for the common benefit of the Demerged Undertaking and the Remaining Business of the Demerged Company) and all rights, title, interests, claims obligations and benefits thereunder (collectively, the "PIL Shared Contracts") and which shall be transferred to the Resulting Company in the manner determined by the mutual agreement of the Boards of the Demerged Company and the Resulting Company, either by way of novation or assignment or sub-contracting or otherwise.;
- (j) all intellectual property rights (whether registered or unregistered), being logos, trade names, trademarks (including goodwill therein), service marks, copyrights, patents, technical know-how, trade secrets, domain names, designs, engineering and process information, computer programmes, drawings, manuals, any other business or commercial rights, whether in physical or electronic form, whether registered, unregistered or pending applications, that are (i) solely owned by the Demerged Company; and (ii) exclusively used in the Domestic Appliances Business of the Demerged Company; including those specified in Schedule 3 to this Scheme ("DA Intellectual Property");
- (k) all rights to use and avail telephones, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by the Demerged Company forming part of its Domestic Appliances Business and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Demerged Company solely for its Domestic Appliances Business;

- (l) all experience, past track record, qualification criteria and credentials of the Demerged Undertaking in manufacturing and supplying the products/ services thereof to various customers, Governmental Authorities, agencies, departments and clients pertaining to the Domestic Appliance Business (and to the exclusion of those pertaining to the Remaining Business) for the purpose of eligibility, standing, evaluation and participation in existing and future bids, tenders and contracts with various customers, Governmental Authorities, agencies, departments, clients, etc.;
- (m) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), computer programmes, drawings, manuals, data, databases including databases for production, procurement, commercial and management, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and all other books and records, software and related data, whether in physical or electronic form that pertain to the Domestic Appliances Business of the Demerged Company;
- (n) the Demerged Liabilities;
- (o) the PIL Transferred Employees; and
- (p) all Proceedings that pertain to the Domestic Appliances Business or the Demerged Undertaking of the Demerged Company, initiated by or against the Demerged Company or claims, proceedings and investigations to which the Demerged Company is party to, pending on the Effective Date, or which may be instituted any time in the future in relation to the Domestic Appliances Business of the Demerged Company, including Proceedings specifically stipulated in Schedule 4 to this Scheme;
- 1.12 "Domestic Appliances Business" means the business of (A) manufacturing, trading and dealing in (i) kitchen appliances i.e., appliances used primarily for food preparation and cooking and more specifically covering products such as mixer- grinders, food processors, hand mixers, juicers, ovens, air fryers, induction cook tops etc.; (ii) garment care products such as irons, steamers and related accessories; and (iii) home care products such as air purifiers, vaccum cleaners, air filters and coffee makers etc.; and (B) software development, product engineering and service innovation in relation to the products specified in (A) above. It is hereby clarified that Domestic Appliances Business, shall not include the business of manufacturing, trading and dealing in grooming products for face and body; beauty products including hair care and female depilation; mother and child care products; and oral health care products;
- 1.13 "Effective Date" means the last of the dates on which all the conditions and matters referred to in Clause 35 of the Scheme occur or have been fulfilled, obtained or waived, as applicable, in accordance with this Scheme. References in this Scheme to date of 'coming into effect of the Scheme' or 'effectiveness of the Scheme' or "the scheme becoming effective" shall be construed accordingly;
- 1.18 "Liabilities" means all debts and borrowings (whether in Indian Rupees or foreign currency), liabilities (including contingent liabilities, and obligations under any licenses or permits or schemes), loans raised and used, obligations incurred, claims, a notice of assertion, demands, duties of any kind, nature or description and undertakings of every kind or nature and the liabilities of any description whatsoever whether present or future, known or unknown, liquidated or unliquidated, due or to become due, absolute, accrued, contingent or otherwise and howsoever raised or incurred or utilized along with Encumbrance thereon:
- 1.33 "Record Date" means a mutually agreed date to be fixed by the Boards of PIL and Philips Domestic Appliances for the purposes of determining the equity shareholders of PIL to whom shares of Philips Domestic Appliances would be issued and allotted in accordance with Clause 11 of this Scheme;
- 1.35 "Remaining Business" means all undertakings, investments, businesses, activities and operations of the Demerged Company other than those comprised in the Demerged Undertaking.

### 7. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING

7.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Demerged Undertaking shall, subject to the provisions of this Clause 7 in relation to the mode of transfer and vesting and pursuant to Sections 230 to Section 232 of the Act read with other relevant provisions of the Act and Section 2(19AA) of the Income Tax Act, 1961 read with Income

Tax Rules, 1962 and all other applicable provisions of Applicable Laws for the time being in force, without any further act, instrument or deed, be demerged from the Demerged Company and be transferred to and vested in and be deemed to have been demerged from the Demerged Company and transferred to and vested in the Resulting Company as a going concern, so as to become as and from the Appointed Date, a part of the Resulting Company.

### 11. CONSIDERATION FOR THE DEMERGER

- 11.1 Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Demerged Undertaking of the Demerged Company in the Resulting Company in terms of this Scheme, the Resulting Company shall, without any further application, act or deed, issue and allot equity shares, credited as fully paid-up, to the members of the Demerged Company, holding fully paid up equity shares in the Demerged Company and whose names appear in the register of members of the Demerged Company and/or the records of the depository(ies) as members of the Demerged Company as on the Record Date, or to their respective heirs, executors, administrators, other legal representative or other successors in title in the following manner:
  - "I fully paid up equity share of INR 10 (Indian Rupees ten only) each of Philips Domestic Appliances shall be issued and allotted for every 1 fully paid-up equity share of INR 10 (Indian Rupees ten only) held in PIL ("Share Entitlement Ratio") such that in aggregate 5,75,17,242 (Five Crore Seventy Five Lakh Seventeen Thousand Two Hundred and Forty Two) fully paid up equity shares of INR 10 (Indian Rupees ten only) each of Philips Domestic Appliances shall be issued to the members of the Demerged Company pursuant to the Demerger".
- 11.2 The Share Entitlement Ratio ensures that the economic interest and voting rights of the shareholders remains the same in the Demerged Company and the Resulting Company. The Share Entitlement Ratio has been determined by the Board of Directors of the Demerged Company and the Resulting Company based on their independent judgment and taking into consideration the share entitlement reports dated August 28, 2020 and September 3, 2020 provided by Ms. Bhavna Garg (having ICAI Membership No. 524347, IBBI Registration No. IBBI/RV/05/2019/10677 and ICMAI RVO Membership No. ICMAI RVO/ S&FA/00029) and Price Waterhouse & Co LLP (having Firm Registration No 016844N), respectively.
- 11.3 The equity shares to be issued and allotted by the Resulting Company to the equity shareholders of the Demerged Company shall be subject to the Scheme, the memorandum of association and articles of association of the Resulting Company and Applicable Laws, and shall rank pari passu in all respects with the then existing equity shares of the Resulting Company.
- 11.4 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Demerged Company, after the effectiveness of this Scheme. The Board of the Demerged Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Demerged Company on account of difficulties faced in the transaction period.
- 11.5 The equity shares to be issued and allotted pursuant to this Clause 11 shall be issued in dematerialized form to those shareholders who hold shares of the Demerged Company in dematerialized form, into the account in which shares of the Demerged Company are held or such other account as is intimated in writing by the shareholders to the Demerged Company and/ or its Registrar and Share Transfer Agent provided such intimation has been received by the Demerged Company and/ or its Registrar and Share Transfer Agent at least 10 (ten) working days prior to the Record Date. All those shareholders who hold shares of the Demerged Company in physical form shall also be issued equity shares of the Resulting Company in dematerialized form provided the details of their depository accounts are intimated in writing to the Demerged Company and/ or its Registrar and Share Transfer Agent at least 10 (ten) working days prior to the Record Date. It is clarified that in respect of such shareholders of the Demerged Company who fail to provide the required details of their depository accounts or whose details in this regard are incomplete, the Resulting Company shall issue the equity shares to be issued and allotted pursuant to this Clause 11 in accordance with Applicable Law, either in physical form, as may be permitted under Applicable Law; or in dematerialized form to a trustee appointed by the Board of the Resulting Company ("Trustee") who shall hold such equity shares in trust for the benefit of the relevant equity shareholders of the Demerged Company. Any corporate benefits accruing

on such shares viz. bonus shares, split etc. shall also be credited to such depository account of the Trustee. The Trustee shall not exercise the voting rights on such shares. The equity shares of the Resulting Company held by the Trustee for the benefit of such shareholders shall together with all rights and emoluments thereto be transferred to the relevant shareholders upon provision by the respective shareholders of all details of their depository accounts, along with such other details/documents as may be required by the Trustee.

The Board of the Resulting Company shall be empowered to remove such difficulties as may arise on account of or during the issuance of shares of the Resulting Company to the relevant shareholders of the Demerged Company in accordance with this Clause 11.

- 11.6 The equity shares to be issued by the Resulting Company, pursuant to Clause 11.1 above, in respect of any equity shares of the Demerged Company which are held in abeyance under the provisions of Section 126 of the Act or which the Resulting Company is unable to issue due to non-receipt of relevant approvals or due to Applicable Laws or otherwise shall, pending allotment or settlement of dispute by the relevant Governmental Authority, be kept in abeyance by the Resulting Company.
- 11.7 The approval and consent to this Scheme by the shareholders of the Resulting Company shall be deemed to mean that such shareholders have also accorded their consent under Section 62 of the Act for the issuance of shares by the Resulting Company to the shareholders of the Demerged Company pursuant to this Scheme, and other provisions of the Act, as may be applicable.

### 12 REDUCTION OF SHARE CAPITAL HELD BY THE DEMERGED COMPANY IN THE RESULTING COMPANY

- 12.1 Simultaneously with the allotment of shares by the Resulting Company in terms of Clause 11, the existing shareholding of the Demerged Company (together with its nominees) in the Resulting Company as was issued and paid up shall stand cancelled without any further act, instrument or deed in accordance with the provisions of the Scheme.
- 12.2 The reduction of equity share capital of the Resulting Company shall be effected as an integral part of this Scheme and the Resulting Company shall not be required to follow the process under Sections 66 of the Act or any other provisions of Applicable Law separately. Without prejudice to the aforesaid it is hereby clarified that, the approval granted by shareholders to the Scheme shall also be deemed to be the approval for the purpose of Section 66 and other relevant provisions of the Act and the order of the NCLT sanctioning the Scheme shall be deemed to be also the order under Section 66 of the Act for the purposes of confirming the reduction.
- 12.3 The reduction would not involve either a diminution of liability in respect of unpaid share capital, if any or payment of paid up share capital.
- 12.4 Notwithstanding the reduction in the share capital of the Resulting Company in terms of this Clause 12, the Resulting Company shall not be required to add "And Reduced" as suffix to its name.

### 19. AMALGAMATION OF THE AMALGAMATING COMPANY WITH THE RESULTING COMPANY

19.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Amalgamating Undertaking of the Amalgamating Company shall, subject to the provisions of this Clause 19 in relation to the mode of transfer and vesting and pursuant to Sections 230 to 232 of the Act read with other relevant provisions of the Act and Section 2(1B) of the Income Tax Act, 1961 read with Income Tax Rules, 1962 and all other applicable provisions of Applicable Laws for the time being in force, without any further act, instrument or deed, be and stand transferred to and vested in and/ or be deemed to have been transferred to and vested in the Resulting Company as a going concern so as to become as and from the Appointed Date, a part of the Resulting Company.

### 24. CANCELLATION OF SHARES

Pursuant to the transfer by way of demerger of the Demerged Undertaking from the Demerged Company to the Resulting Company pursuant to and in terms of Part D of this Scheme, the investments held by the Demerged Company in the Amalgamating Company shall be transferred to and vested in and be deemed to have been transferred to and vested in the Resulting Company. As a result, prior to the amalgamation of the Amalgamating Company with the Resulting Company

pursuant to and in terms of Part E of this Scheme, the Resulting Company shall hold 100% of the issued, subscribed and paid-up capital of the Amalgamating Company. Consequently, pursuant to the amalgamation of the Amalgamating Company with the Resulting Company, the entire share capital held by the Resulting Company in the Amalgamating Company shall stand cancelled upon the Scheme becoming effective, without any further application, act or deed. It is clarified that no new shares shall be issued or payment made in cash or in kind whatsoever by the Resulting Company in lieu of such shares of the Amalgamating Company

#### 29. DISSOLUTION OF AMALGAMATING COMPANY

29.1 On the Scheme becoming effective, the Amalgamating Company shall stand dissolved without being wound-up.

# 30. INCREASE AND RE-ORGANIZATION OF AUTHORIZED SHARE CAPITAL OF THE RESULTING COMPANY

- 30.1 As an integral part of Scheme, and upon coming into effect of the Scheme but prior to the issuance and allotment of shares by the Resulting Company to the shareholders of the Demerged Company, the authorized share capital of the Resulting Company shall automatically stand increased, without any further act, instrument or deed on the part of the Resulting Company, by an amount equal to the authorized share capital of Amalgamating Company. Pursuant to the aforesaid increase in the authorized share capital of the Resulting Company as a result of the Amalgamation and prior to the issuance and allotment of shares by the Resulting Company to the shareholders of the Demerged Company the resultant authorized share capital of the Resulting Company shall be reclassified/re-organized to INR 1,31,10,00,000 (Indian Rupees One Hundred Thirty One Crore and Ten Lakh) comprising of 9,70,37,421 (Nine Crore Seventy Lakh Thirty Seven Thousand Four Hundred and Twenty One) equity shares of INR 10 (Indian Rupees Ten) each and 3,40,62,579 (Three Crore Forty Lakhs Sixty Two Thousand Five Hundred and Seventy Nine) Preference Shares (Compulsorily Convertible Preference Shares) of INR 10 (Indian Rupees Ten) each.
- 30.2 The capital clause of the Memorandum of Association of the Resulting Company shall, upon the coming into effect of this Scheme and without any further act, deed, instrument, resolution or writing be replaced by the following clause:

"The Authorized Share Capital of the Company is INR 1,31,10,00,000 (Indian Rupees One Hundred Thirty One Crore and Ten Lakh) comprising of 9,70,37,421 (Nine Crore Seventy Lakh Thirty Seven Thousand Four Hundred and Twenty One) equity shares of INR 10 (Indian Rupees Ten) each; and 3,40,62,579 (Three Crore Forty Lakhs Sixty Two Thousand Five Hundred and Seventy Nine) Preference Shares (CCPS) of INR 10 (Ten) each, with power to increase or reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions in such manner as may for the time being provided by the regulations of the company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Act, or provided by the Articles of Association of the Company."

#### 35. CONDITIONALITY AND EFFECTIVENESS OF THE SCHEME

- 34.1 This Scheme is and shall be conditional upon and subject to:
  - (a) the Scheme being approved by the respective requisite majorities of the various classes of shareholders and/or creditors (as applicable) of each of PIL, Preethi and Philips Domestic Appliances as required under the Act and as may be directed by the NCLT(s) or any other competent authority, or dispensation having been received from the NCLT(s) in relation to obtaining such approval from the members and/or creditors, and the requisite orders of the NCLTs being obtained in this regard;
  - (b) such other approvals and sanctions including sanction of any Governmental Authority as may be mandatorily required by law in respect of the Scheme, being obtained;
  - (c) the respective Boards of the Demerged Company and the Resulting Company having passed a resolution confirming IT Infrastructure Readiness;
  - (d) the Scheme being sanctioned by the NCLTs in terms of Sections 230 to Section 232 and other relevant provisions of the Act:
  - (e) occurrence of the Appointed Date; and
  - (f) the certified copies of the sanction order(s) of the NCLTs approving this Scheme being filed with the relevant Registrars of Companies having jurisdiction over the Companies."

- 35.2 The Scheme shall be effective from the Appointed Date but shall be operative from the Effective Date. It is clarified that sequentially, the Scheme shall come into effect Part-wise such that,
  - (a) the reorganization of the share capital and securities premium reserve account of Preethi shall be given effect to as the first step in the manner provided in Part C of the Scheme;
  - (b) the demerger of the Demerged Undertaking of the Demerged Company into the Resulting Company, on a going concern basis, and consequent reduction of the share capital held by the Demerged Company in the Resulting Company and issuance of equity shares by the Resulting Company to the shareholders of the Demerged Company as consideration for the Demerger, in the manner set out in Part D of the Scheme, shall be given effect to as the second step; and
  - (c) the amalgamation of the Amalgamating Company into the Resulting Company and consequent dissolution of the Amalgamating Company and the cancellation of equity shares of Amalgamating Company held by the Resulting Company, in the manner set out in Part E, shall be given effect to as the last step.
- 35.3 Without prejudice to the provisions of Clause 35.2, all Parts of the Scheme shall be deemed to have come into effect and implemented simultaneously, upon the coming into effect of the Scheme."

A copy of the proposed Scheme is attached as **Annexure 1** to this Explanatory Statement.

The features set out above are only some of the salient features of the Scheme, which are subject to other provisions of the Scheme. The unsecured creditors are requested to read the entire text of the Scheme (annexed herewith) to get fully acquainted with the provisions thereof and the rationale and objectives of the Scheme.

7. Documents required to be circulated for the Tribunal Convened Meeting under Section 232(2) of the Act

As required under Section 232(2) of the Act, the following documents are being circulated with this Notice and explanatory statement:

- (i) Scheme, enclosed as **Annexure 1**;
- (ii) Report adopted by the Board of Directors of the Applicant Company pursuant to the provisions of Section 232(2)(c) of the Act, enclosed as **Annexure 2**;
- (iii) Report adopted by the Board of Directors of Preethi pursuant to the provisions of Section 232(2)(c) of the Act, enclosed as **Annexure 3**;
- (iv) Report adopted by the Board of Directors of Philips Domestic Appliances pursuant to the provisions of Section 232(2) (c) of the Act, enclosed as **Annexure 4**;
- (v) Supplementary accounting statement of the Applicant Company for the period ending September 30, 2020, enclosed as **Annexure 5**;
- (vi) Supplementary accounting statement of Preethi for the period ending September 30, 2020, enclosed as Annexure 6; and
- (vii) Valuation Reports, enclosed as **Annexure 7**.

Dated at this January 12, 2021

Sd/-

Mr. Dhirendra Nath Sharma

Chairperson appointed for the Meeting

*?*- <u>1</u> 116

# COMPOSEDE SCHEME OF ARRANGEMENT

# AMONGST

# PHILIPS INDIA LIMITED

AND

# PREETIH KITCHEN APPLIANCES PRIVATE LIMITED

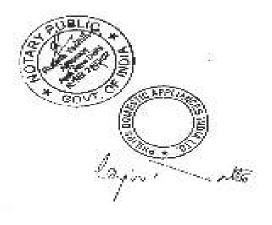
AND

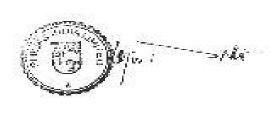
PHILIPS DOMESTIC APPLIANCES INDIA LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 230 TO 242 OF THE COMPANIES ACT, 2013





Page 1 of 71

# PART A - GENERAL

#### 1. PREAMBLE

This Composite Scheme of Arrangement ("Scheme" as more particularly defined bereatder) amongst Philips India Limited ("PRL" or the "Bemerged Company"), Preethi Kitchen Appliances Private Limited ("Preethi" or the "Amalgamening Company"), Philips Domestic Appliances India Limited ("Philips Domestic Appliances" or the "Resulting Company") and their respective shareholders, is presented under Sections 230 to 232 and other applicable previsions of the Actificated below).

# II. <u>BACKGROUND</u>

(a) PIL is a public limital company (having corporate identification number: U31905WB1930PLC006663) incorporated on January 31, 1930 under the previsions of the Companies Act, 1913 (\*1913 Act\*) and existing under the Act, having its registered office at 3th Floor, Tower A, DLF 17 Park, 03 Block AP Major Amerial Road, New Town (Rajarhar) Kulkuta 700 (56, West Bengal, PIL is engaged in various businesses including Domestic Appliances Business: diagnostic imaging, interventional x-ray, and ultrushund, and patient monitoring businesses; manufacturing, traffing and dealing of consumer products such as graceming products, beauty products, and health care and mother and child care products, informatics solutions on healthcare informatics, infrastructure and consulting solutions; software development, product engineering and service innovation in relation to various products; and other functions.

Pt1. is a subsidiary of Koumklijue Phitips N.V., which is a Netherlands based company having its registered office in Amsterdam (\*KPNV\*).

PLL was incorporated on Jamery 31, 1930, in the state of West Bengal as a private limited company ender the name 'Philips Ekstrice's Company (India) Private Limited'. The name of PLL was changed to 'Philips India Private Limited' with effect from September 12, 1956. The states of PLL was changed from a private limited company to a public limited company with effect from November 4, 1957. Consequently, the name of PLL was changed to 'Philips India Limited' (with effect from Ayrd 20, 1979). 'Philips India Limited' (with effect from Ayrd 20, 1979). 'Philips India Limited' (with effect from December 20, 1993) and 'Philips Bestronics India Limited' (with effections August 8, 2005). On October 23, 2013, the name of PLL was again changed in August 8, 2005). On October 23, 2013, the name of PLL was again changed in August 8, 2005. Unit October 23, 2013, the name of PLL was again changed in August 8, 2005. Unit October 25, 2013, the name of PLL was again changed in August 8, 2005.



A STATE OF THE STA

- (b) Preethi is a newate limited company (paving corporate identification number: 1136993 MH2011 P11 (213827) incorporated on February 21, 2011 under the provisions of the Companies Act, 1956 (\*1956 Act") and existing under the Act, having its registered office at Raheja Platinian, Sag Bang Road, Off; Andheri Kuela Rose, Audheri Sast, Mumbai 400059, Maharashtra. Preethi is one of the Gading manufacturare of kitchen appliances focusing on the South Indian market. Preethi's product range comprises of mixers, table top grinders, enffect makers, induction cockers, electric rice conkers, electric kettle, electric into how and electric pressure pookers. Preethi is a wholly owned subsidiary of PII with its extire issued and paid up share capital being held by PII, and its nominee shareholders.
- (a) Philips Domestic Appliances is a public limited company (having corporate dantification number: U29308WB2020FLC238116) incorporated on July 17; 2000 under the previsions of the Act, having its registered office at 3<sup>rd</sup> Floor, Tower A, DLF IT Park, 08 Black AF Major Amerial Read, New Town, Kulkata-700156, West Bengal, Philips Domestic Appliances has been incorporated with the object of, intervalia, carrying on the business of manufacturers, producers, stockists, commission agents, imparises and exporters of electrical products and other domestic appliances, their assemblies, kits, spares and accessories, in India and abroad. Philips Domestic Appliances is a wholly owned subsidiary of PH, with its entire issued and paid up share capital being he day PH, a wilds nomine shareholders.

#### III. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

g Granting;

(i) Part A deels with background of the Compenies (defined below), the rationale/objectives of the Scheme and the text restment of the Scheme;

Part B deals with the definitions used, interpretation and details of the share capital of each of the Companies;

 (iii) Part C deals with the Capital Reduction (defined below) of the Amalgameting Company;

(iv) Port D deals with the Demerger (actional below) including transfer and vesting of the Demerged Undertaking (algineal below) of the Demerged Company on a going concern basis into the Resulting Company and probability the share capital held by the Demerged Company in the

elymi Toods

Page 3 of 71:

- (v) Part 1. deals with Amalgamatics (defined below) of the Amalgamating Company with the Resulting Company; and
- (vi) Part F deals with the increase in the authorized share capital of the Residting. Company pursued to the Amalgamation and general terms and conditions applies to the Schome.

# IV. RATIONALE

This Scheme provides for:

- (i) re-organization of the share expital and securities promoun reserve account of Preethi involving reduction in the face up no of the fully paid up equity shares and reduction of the securities premium reserve account of Preethi and return of the amounts so rectaced to the shareholders of Preethi on a preparticulate basis. The remaining amount in the securities premium reserve account shall be partly adjusted against the balance in the profit and loss account of Preethi to inter also write off net accumulated losses of Preethi. ("Capital Reduction"):
- (ii) the transfer by way of a demerger of the Demerged Undertaking (defined below) of the Demerged Company to the Resulting Company on a going concern basis, reduction of share expital held by the Demerged Company in the Resulting Company and issue of equity shares by the Resulting Company to the shareholders of the Demerged Company ("Demerger").
- (iii) smalgamation of the Amalgamating Company with the Resulting Company and dissolution of the Amalgamating Company without winding up and the cancellation of equity shares of Amalgamating Company held by the Resulting Company ("Amalgametion"); and

 verious other motters consequential or integrally connected therewith including the re-presentation of the share capital of the Resulting Company.

pursuant, to Sections 230 to 232 of the Act and other provisions of the Act, as may be applicable, in the number provided for in the Sections 2(19AA) and 2(1B) and other applicable provisions of the Income Tax Act, 1961 read with Income Tax Rides, 1962.

The ranomale and objectives of the proposed arrangement under the Schome are as follows;  $e^{i(\frac{n-n-n}{2})} \otimes_{\mathbb{R}_n}$ 

Productions refer capital than it can profitably employ and the capital is in supplies to indicate interest in the capital is in supplies to indicate interest in the capital is in supplies to indicate in the capital in its property in the capital in in the capital in its profitable in its p

Fage 4 of 71

capital and readjust the relation between capital and assets and to occurately and fairly reflect the essets and liabilities of Preethi in its honks of accounts. Therefore, the Capital Respection of Preethi is being underaken under this Scheme to give a true and that view of the books of accounts of Preethi and in reflect its assets and liabilities at their real value and maximize its business value. The Capital Restriction involves reduction in the face value of the fally paid to equity shares and reduction of the accurities premium reserve account of Preethi; and return of the amounts so reduced in the sharehold are of Preethi on a proportionate basis. Further, the remaining amount in the securities premium reserve account shall be partly adjusted against the balance in the profit and less account of Preechi to tester of a write of face and account lated lesses of Preechi:

- Tresently, the Domestic Appliances Business (defined below) of PIL is housed in (i) the Dentergal Undertaking of the Demerged Company, and (ii) the Americanating Company. Pursuant to the coming into effect of the Selection the Demestic Appliances Business of PiL will be separated out transferred into the Resulting Company by way of (A) the Demerger of the Demerged Undertaking (which includes the shares held in the Amargaman and (B) the subsequent smalgamation of the Amargamening Company with the Resulting Company. This sourception of the Domestic Appliances Business is being undertakent in line with the global separation plan of the Philips group to improve afficiencies of the individual business divisions.
- (c) The costructuring will help PIL to consolidate its Domestic Appliances Business in India into one entity freing the Resulting Company), leading to interessed focus, elignment and operational efficiency. It will enable the management to position itself better to appure growth appointmittes, schieve posit synergies, be closer to customers, adapt more quiesly to evolving customer needs and enable decisive suvestments in the financial the Bomestic Appliances Husiness;
- (6) The Permanger will enable the Demerged Commany to focus on and enhance its Remeisting Business (defined below) by streamlining its operations;
  - As independent companies with dedicated, focused and lean management structures, both, the Demerged Company as well as the Resulting Company will be structure appropriate investments to boost growth and drive profitability adjunctely generating significantly more value for their stations are made appropriate investments in boost growth and drive profitability adjunctely generating significantly more value for their stations are made as and shareholders;

Page 5 of 71

(e)



- (f) Each of the Homorged Company as well as the Resulting Company will be shie to attract different sets of investors enabling them to select investments that best suit their strategies and risk profiles. This will also create an optimum structure for owner; estion in the future of the Jomestic Appliances. Business so accepted and consolidated; and
- As mentioned above, Proothi and the Resulting Company are wholly owned substituties of PIL. PIL is a substituting of KPNV which holds \$6.13% of the total issued and paid up share capital in PIL with the remaining 3.87% of the total issued and paid up share capital being held by ethnority shareholders. The economic interests of the shareholders of PIL will remain unchanged. The shareholders of PIL will continue to remain shareholders of PIL and will also become shareholders of the Resulting Company in the same proportion as their shareholders in PIL. The Scheme is therefore, expected to be in the best inverests of the shareholders, employees and the creditors of each of the Demerged Company, Amalesmating Company and the Resulting Company.

# V. TREATMENT OF THE SCHEME FOR THE PURPOSES OF INCOMETAX ACT, 1961

Upon the Scheme becoming effective, the Demorger of the Demorged Undertaking from the Demorged Company into the Resulting Company parsuant to this Scheme shall, take place with effect from the Appointed Date (defined balow) and shall be in accordance with the provisions of Section 2(19AA) of the Income Tex Avi, 1951, such that:

all the properties of the Demorged Company forming part of the Demorged
 Undertaking immediately before the Demorger shall become the properties
 of the Resulting Company by virtue of the Demorger;

Sand Treat The Land Company of the Land Treat The Land Treat The Land Treat Tr

(iii)

all the lizivilities of the Demerged Company forming part of the Pomorgeni Undertaking immediately before the Demerger shall become the liabilities of the Resulting Company by virtue of the Demerger;

the properties and the Lisbelities of the Departied Company forming part of the Demerged Undertaking shall be transforred to the Resulting Company at the values appearing in the books of accounts of the Demerged Company immediately before the Demerger;

the Remarks Company shall issue, in consideration of the Demarger, shares to the shares of the Demarged Company on a proportionally basis i.e., in the Blay Employment Ran o (defined below);

Page 6 of 71.

- (v) all the abstanciders of the Demenged Company as an the Record Date (abs/ined below) shall become the shareholders of the Resulting Company by virtue of the Demenger; and
- (vi) the transfer of the Demerged Undertaking shall be on a going concern basis.

The Amalgamation shall comply with the provisions of Section 2(IR) of the Income Tax Act, 1961, such that:

- (a) all the properties of the Amaigsmating Company, immediately occur the Amalgametion, shall become the property of the Resulting Company, by virtue of the Amalgamatics; and
- (b) all the liabilities of the Amalganisting Company, immediately before the Amalganism, shall become the liabilities of the Resulting Company, by virtue of the Amalganistics.

If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(18) or Section 2(19AA) of the Income Tax Act. 1961 read with income Tax Rules. 1962, as the case may be, at a later date including resulting from an amendment of law or for any other reason whatsnever, the provisions of Section 2(18) and Section 2(19AA) of the Income Tax Act, 1961 test with Income Tax Rules, 1962, shall provided the Scheme shall stand modified to the calcut determined assessary to comply with Section 2(18) and Section 2(19AA) of the Income Tax Act, 1961 rest with Income Tax Rules, 1962. Such modifications shall however not affect other parts of the Scheme.

# PART B - DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

## DEFINITIONS

13

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

"1913 Act" means the Companies Act. 1913 and the rules and regulations made, the remder:

13 "1956 Act" mesos the Companies Act, 1956 and the rules and regulations made.
 Succession;

"Act" means the Companies Act, 2013 and the rules made thereunder and statiinclude any strength and floation or re-enactment thereof for the time being in

Page 7 0 71



- 1.4 "Amalgamating Undertaking" means all the undertakings and entire business of the Amalgamating Company as a going concern, netating, without limitation.
  - all immuvable properties (i.e., land 'ager her with the buildings and structures standing thereon or under construction) wherever allusted, including those as specifically stignished in <u>Schooling 1</u> to this Schools (whether freshold, leave and ticensed or coherwise, including tonancies in relation to wanchouses, research facilities, godowns, deputs, office space and guest houses of the Amalgamating Company, and all documents of title, rights and essements in relation to the said immovable properties:
  - (b) oll 48848, wherever situated, as are movable in nature, whether present, future or contingent, tangible or intangible, in passession or reversion, corpored, or incorpored, including withour limitation correct assets, plantand mechinary, leasehold improvements, capital work in progress, fam ture, appliantes, accessories, office equipment, power lines, communication facilities, installations, vehicles, inventory, stock, diagetgenerator sets, godowns, willfiles, actionable claims, esumest monies, sucurity deposits and sundry debrors, prepoid expenses, both of exclosing, financial assets, investments including shores, sor as, stocks, bonds, deboutors, unitsor pass through certificates and accrued benefits thereto, outsaming leansand advances, recoverable in each or in kind or for value to be received, receivables, funds, chaques and other negotiable instruments, each and bank. bolances, deposits including account interests thereto with Concennental Authority(les), other methodities and bodies, oustomers and other Persons, boneths of any bank guarantees, performance guarantees, corporateguarantees and letters of credit and tax related assets including income rax. withholding tax, tax deducted at source (TDS), tax collected at source, advance tax, Minimum Alternate Tax (MAT) set-off rights, pre-paid taxes. OGST credits, SGST Credits and IGST Credits, or sec-offs and any other tax: henefits, subsidies, grants, tax credits, exermitions and refunds of the Amalgamazing Company,



(4)

all permits, licenses, permissions (including municipal permissions), approvals, consents, authorizations, benefits, registrations, rights, entitiements, certificates, clearances, authorities, allotments, quotes, no objection certificates and exemptions including those relating to easements, privilence cowers, facilities of every kind and description of whatsnever name of the enefits thereof including applications made in relation of the enefits thereof including applications made in relation

Page 8 of 71.

- (d) all herefits, antiComents, permits, clearances, registrations, incentives and some assigns under incentive schemes and policies, whether under Control, State or other laws, including under income text, customs, Grosts and Sorvice Tax (COST, SGST and IGST) and Poreign Trace Policy of Government of Ittlia or any other policy of the Central Government or State (sovernment or State (sovernment) of any other authority, along with associated obligations, of the Amargamarjag Company, to the extent statutority available:
- (e) All traces, duries (including obligation for advance licenses), cess, etc. including all or any retinule, coalid and distins or solitements relating thereto of the Amalgamaring Company.
- all written contracts, including government contracts, distributor (z)apreemonts, concession representate, operation and maintenance agreements, vstkaling agreements, consultancy agreements, service agreements, contracts with vendors/suppliers, business agreements, purchase and sale orders, memorando of understanding, bids, tenders, expressions of interest, betters of intent, commitments to suppliers, commitments with pertners, hiraand purchase arrangements, commercively contractors to simply contract. labour, undertakings, deeds, bonds, investments and interest in projects undertaken by the Arnalgamating Company (either solely or jointly with other parties) insurance covers and claims, clearances and other menuments of whatsoever nature and description, to which the Amalgemeting Company. is a party, or to the benefit of which the Amalgamating Company may be eligible, and all rights, title, interests, claims obligations and benefits of the arphiAmalgamesing Changers theremoke (cellectively, the "Proethi-Contracts"),

CAN PORT

Oil

all intellectual moreovy rights (whether registered or emegistered), being logis, trade names, trademarks (including goodwill therein), service marks, copyrights, patents, technical know how, trade secrets, domain names, designs, engineering and process information, computer programmes, drawings, manuals, whether in physical or electronic form, any other business or commercial rights, whether registered, turregistered or pending applications eward or used by the Annalgamming Company;

all rights to use and evail telephones, the simile, consil, internet, leased indiconnections and firstallations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held of the registrations, engagements, arrangements of all kind, priviles (1300) all other rights, essements, liberties and advantages of matter and whereseever situated belonging to or in the

Page 9 of 71



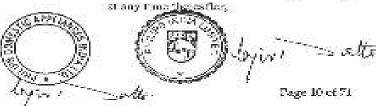
33

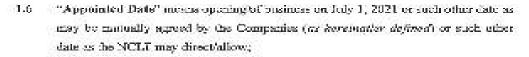
ownership, power or possession and in control of or vested in or granted in favour of or vajoyed by the Amelgemeting Company and all other interests of whetebover nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Amelgemeting Company,

- (i) all experience, past track record, qualification criticals and productials of the Arnalgameting Company in manufacturing and supplying the products? services thereof to various austomors, Governmental Authorities, agencies, departments and others for the purpose of eligibility, standing, evaluation and participation in existing and future bids, tenders and contracts with various enstances. Governmental Authorities, agencies, departments, elients, etc.:
- ii) all banks, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), computer programmes, drawings, manuals, data, databases including dambases for production, protrument, commercial and management, catalogues, quotations, sales and advertising marerials, lists of present and former existences and suppliers, customer credit information, customer pricing information, and all other books and records, surfaces and related data, whether in physical or electronic form of the Amalgameting Company;
- (k) all the Liabilities (as kercengfler defined) of the Amalgamating Company, whether provided for or not in the books of account or disclosed in the balance about of the Amalgameting Company;



- (m) all Proceedings for hereinspler defined, initiated by or against the Ancelgometing Company or claims, proceedings and investigations to which the Ancelgometing Company is party.
- \*Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, bye-law, order, decree, dearance, approval, directive, guideline, requirement or any similar form of determination by or decision of or any interpretation, policy or administration by, any Governmental Applicable, that is binding or applicable to a Passen, whether in effect as of the date on which this Scheme has been approved by the Board of each of the Componies or





- 1.7 "Board" in respect of a Company means the hoald of discrets of such Company in office at the relevant time, and, unless it is expegnent to the context, shell include a committee chily operations and authorized discrets:
- 1.8 "Business Licenses" has the meaning set out in Clause 1. #1 (e) of this Scheme:
- 1.9 "Companies" means Fil., Prothi and Philips Domeste Appliances, collectively, and "Company" means any one of them as the context may require:
- 1.11 "Demorged Undertaking" means all the assets, Liabilities, businesses, undertakings, activities, operations and properties, of whatsoever nature and kind and wheresoever situated, forming part of the Domestic Applicances Business of the Demorged Company, on a going concern basis, as on the Appointed Date, and shad means:
  - (a) the entire shareholding of Preechi held by the Demerged Company (together with its nominees);
  - (ii) all immovable proporties as are correctly being used solely for the purpose of the Domestic Appliances Business of the Domestod Company (i.e., land together with the buildings and structures standing thorson or under construction), including those as specifically stipulated in <u>Schedule 2</u> to this Scheme (whether freshold, leasehold, leave and licensed or otherwise, including transcers in relation to werehouses, research facilities, godowns, dopots, office space and guest houses and residents; premises accupied by the PIL transferred Employees for howeledges defined, and all domments of title, rights and easements in relation thereto and all rights, sevenants, continuing rights, title and interest in connection with the said immovable properties.

all immovable properties which are being shared by the Demerged Undertaking and the Remaining Business of he Demerged Company and which shall be transferred to the Resulting Company in the proportion and manner determined by the mutual agreement of the Boards of the Demerged Company and the Resulting Company, including either as a leasehold right

edse emlicense right;

Page 11 of 71



160



13.43 all assets, wherever structed, as are movebid in nature pertaining solely to the Domestic Appliances Business of the Demerged Company, whether present, future or contingent, tangible or intangible, in possession or reversion, corpored or incorpored, including without limitation current assets, plant and machinery, leasehold improvements, capital work in progress, furniture, fixtures, appliances, accessories, office equipment, power lines, communication facilities, installations, vehicles, lovertors; stock, diesel generater sets, godowns, militiez, actionable eleinis, carriest monics, security deposits and sundry debtors, prepaid expenses, bills of exchange, linamial assets, investments including shares, scrips, stocks, bunds, debeniures, units or pass through certificates and accrued henefits. thereto, nutstanding loans and advances, recoverable in each or in kind or for value to be received, receivables, finds, charges and other negotiable. instruments, each and bank belences as may be determined by the methalagreement of the Board of the Demerged Company and the Resulting Commany, deposits including occused interests thereso with Covernmental Anthority(les), other authorities and bodies, customers and other Persons, borictits el eny bank guarantora, performance guarantora, corperate guarantees and letters of credit and tax related assets including income true, withholding tax, TDS, advance tex, CGST credits, SGST Credits and IGST Credits, or ser-offs and any other tax benefits, subsidies, grants, tax credits, exemptions and cafunds including investments of the Demorged Company. in Freethi;

all permits. Evenses, permissions (including countripal permissions), approvals, consents, authorizations, benefits, registrations, rights, artitlements, certificates, elemances, authorities, allotments, quotas, neobjection confidents and exemptions including those relating to easements, privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereof including applications mode in relation thereof ("Business Licenses") that pertain to the Domestic Appliances Business of the Demerged Company;

all benefits, entitlements, permits, electrances, registrations, accentives and concessions under incentive schemes and policies, whether under example. State or other laws, including under income tax, existems, Goods and Service Tax (CGST, SGST and its T) and Foreign Trade Policy of Government of India or any other policy of the Carnet Government or State Ecovernment or any other policy of the Secretard Collegations, in relation to the Taxes Secretary, stome with associated Collegations, in relation to the Taxes Secretary of the Demorged Company, to the extent

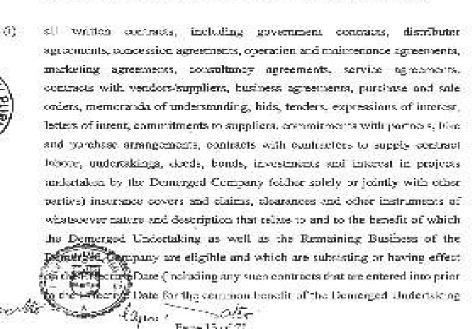
Mayor I was



(e)

(f)

- (g) all tores, duties (including obligation for advance) convest, coss, etc. that are obligable, retorable or related to the Domestic Appliances Business of the Domestic Company, including all or any refunds, credit and claims or artifletonals adding therein. It is hereby closified that all taxes, duties (984.8 ing abligation for advance licenses), e.g., that are common to both the Domestic Appliances Rusiness and the Remaining Business of the Domestic Company shall be allocated to the Domestic Appliances Business of the Domested Company by the immediagramment of the Board of the Domested Company and the Resulting Company;
- all writter commers, including government contracts, distributor agreements, concession agreements, operation and maintenence agreements, marketing agreements, consultancy agreements, tervice agreements, contracts with variables/appliers. Instincts agreements, murcheso and sale orders, instructural of understanding, leds, renders, expressions of instrust, letters of intent, commitments to suppliers, commitments with contractors to supply contract labour, undertainings, deeds, books, investments and interest in projects undertaken by the Demorged Company (either solely or jointly with other parties) insurance covers and claims, clearances and other instruments of wastassever matter and description, solely in relation to the Demorged Company is a party, and all rights, title, interests, claims obligations and benefits thereunder (collectively, the "PTL 419000 grood Contracts");



and the Remaining Spaints of the Demerged Company) and all rights, title, interests, claims obligations and benefits thereunder (collectively, the "PTL. Shared Contracts") and which shall be transferred to the Resulting Company in the manner determined by the mutual agreement of the Hoards of the Demerged Company and the Resulting Company, either by way of newation or essignment or sub-centracting or otherwise.;

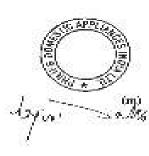
- (i) all intellectual property rights (whether registered or makejistered), being logos, trade names, tradecaptive (including greatwill therein), service marks, copyrights, paterns, technical know-how, note secrets, demain nomes, designs, engineering and process information, computer programmes, drawings, manuals, any other business or commercial rights, whether in physical or electronic form, whether registered, terregistered or pending applications, that are (i) solely exceed by the Demerged Company; and (ii) exclusively used in the Demestic Applicaces Business of the Demerged Company; including these specified in Schedule 3 to this Scheme (\*DA Intellectual Property").
- all rights to the and avail telephones, facsimile, email, internet, teased in a counscitions and installations, utilities, electricity and other services, traserves, provisions, funds, benefits of assers or properties or other interests held in trans, registrations, engagements, a trangentions of all kind, privileges and ail other rights, essentions, liberties and adventages of whosever dature are whosever altered belonging to or in the ownership, power or possession and in control of or verted in or granted in favour of or onjoyed by the Damserged Company farming part of its Domestic Appliances Business and all other interests of whatsnever 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 Demenged Company solely for its Domestic Appliances Business.

all experience, cost track record, qualification criteria and endentials of the Demorped Undertaking in manufacturing and supplying the products? services thereof to various customers, Governmental Authorities, agencies, departments and elients pertaining to the Domestic Appliance Business (and no the exclusion of those pertaining to the Remaining Business) for the purpose of eligibility, attncting, evaluation and participation in existing and future bids, fooders and contracts with various customers. Governmental Authorities, agencies, departments, climes, etc.;

being residue, files, papers, engineering and process information, of remailments (whether programmes,

Page 14 of 51





drawings, manuals, data, databases including databases for production, production, continuous, continuous, continuous, continuous, continuous, and suppliers, customer credit information, customer pricing information, and all other bucks and records, software and related data, whether in physics or electronic form that pertain to the Domestic Appliances Business of the Domestic Company;

- (a) the Demerged Liabilities:
- (o) the PH. Timesferred Functionacs; and
- (p) 211 Proceedings that pertain to the Demestic Appliances Business or the Demerged Undertaking of the Demerged Company, initiated by or against the Demerged Company or claims, proceedings and investigations to which the Demerged Company is party to, pending on the Effective Date, or which may be instituted any time in the future in relation to the Demestic Appliances Business of the Demerged Company, including Proceedings specifically stipulated in <u>Schedule 4</u> to this Scheme;
- 1.12 "Domestic Appliances Business" means the rusiness of (A) monotigationing, using and dealing in (i) ritchen appliances i.e., appliances used primarily for Each preparation and enoking and more specifically covering products such as miscogrinders, food processors, hand miscost, judges specifically covering products such as miscogrinders, food processors, hand miscost, judges specifically covering and related accessories; and (iii) house care products such as air purifices, vaccious akapters, air filters and active makers exert and (B) software development, product engineering and service innovation in relation to the products specified in (A) above. It is hereby statisfied that Domestic Applicates Business, shall not include the business of menetiacturing, trading and dealing in grounding products for fives and hody; beauty products including heir care and female dejillation; mother and child care products; and oral health care products.

"Effective Care" means the last of the dates on which solthe conditions and matters referred to in Cisuse 35 of the Scheme occur or have been fulfilled, obtained or saived, as applicable, in accordance with this Scheme. References in this Scheme to date of 'coming into effect of the Scheme' or 'effectiveness of the Scheme' or 'the scheme becoming effective' shall be conscrued accordingly:

"Encountermor" or "Encounter", means any: (i) encountermore including without thousand any security interest, dairn, manager, medge, charge, hypothecation, lient assignment, deed of trust, title resention, exposit by way of security, beneficial ownership (including usuline and similar sutitioneds), or any other similar inforest.

Page 15 of 71

held by a third Person; (ii) security interest or other ensumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including without limitation any right granted by a transaction which, in tegal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Lawt (iii) right of pre-emption, right of first offer, or refusal or transfer restriction in favour of any Person; and/or (iv) any odverse claim as to title, possession or use.

1.15 "Governmental Authority" means any central, state, provincial, boral or abulian governmental, statutary, regulatory, quasi-judicial, judicial, administrative authority, agency, commission, departmental or public body or authority, board, branch, tribunal or court or other entity authorised to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law, or any stock exchange of India or any other country including the junastictional Kegienta of Companies, Regional Director. Reserve Bank of India and such other scene; of regulators or curborities as may be agest scale.

1.76 "TNR" means Indian Rupees,

1.17 "IT Infrustructure Readiness" has the meaning set out in Clause 34.2 of this Scheme;

"Habilities" means all debts and harmwings (whether in Indian Rupous or foreign emercy), habilities (including contingent liabilities, and obligations under any licenses or permits or schemes), loans raised and used, obligations incurred, claims, a notice of assertion, demands, fluties of any kind, nature or description and nuteraskings of every kind or nature and the liabilities of any description wheteover whether present or future, known or unknown, liquidated or unliquidated, due or to become due, absolute, accessed, contingent or otherwise and howsnever mixed or incurred or utilized along with Englandershop thereon;

Notional Company Law Tribunol" or "NCLT" means the National Company Law Tribunal having its principal seat at New Delhi; National Company Law Tribunal of Kelliam, having jurisdiction in relation to FIL and Philips Domest e. Appliences; the National Company Law Tribunal at Mumbai, having jurisdiction in relation to Proofic, and/ or the National Company Law Appellate Tribunal ("NCLAT"), as constituted and authorized as per the provisions of the Act for approving any scheme of errangement, compromise or acconstruction of companies.

Page 16 of 71



reader Sections 230 to 232 of the Act and shell include, if applicable, such other forum or authority as may be vested with the powers of a tribunal for the purposes of Sections 230 to 232 of the Act as may be applicable. "NCLTs" shall mean NCLT, Manubai and NCLT, Kelisata collectively:

- 1.20 "Person" means any individual, partnership, joint venture, firm, corporation, company, association, treat or other enterprise (whether incorporated or not),. Government (central, state or other wise), sowering, agency, department or political sub-division thereof, intountional organisation or Governmental Authority (in each costs, whether or not having separate logal parametry);
- 121 "Philips Domestic Appliances" or "Resulting Company" means Philips Domestic Appliances India Limited (corporate identification number: U29708WB2020PLC228316), a public company incorporated under the Act and having its registered office at 3rd Floor, Tower A, DLF IT Park, 98 Block AF Major Arterial Road, New Town Kolksta 700156 West Sengal.
- 1.22 "PIL" or "Democrate Company" means Philips India Limited (corporate identification number: U3(902WBi990PLC000e68), a public company incorporated numer the 1913 Act and having its registered of fice at 3<sup>rd</sup> Floor, Tower A, DLF IT Ports, 08 Hock AF Major Americal Road, New Town (Rajarhar) Kolksta 700156, West Bengalt
- 1.23 "PIL Contracts" means the PIL Transferred Contracts and the PIL Shared Contracts;

"PTL Funds" has the meaning set out in Clause 8.2 of this Scheme;

"PTL Shared Contracts" has the meaning set out in Clause 1.11 (f) of this Scheme:

"PH. Transferred Contracts" has the meaning set out in Clouse 1.11 throf this -

"PTL Transferred Employees" has the meaning set out in Clause 8.1 of this . Scheme;

"Proofbit" or "Amalgamating Company" means Preethi Kitchen Applicances Private Lamired (corporate identification number: 1/26991MI(20)1PTC213827), a private company luconyemted under the 1956 Act and having its registered office at Raheja Platinum, Sag Beng Road, Off, Andheri Kurls Road, Andheri Fast, Mumbai (~400039, Maharashtra;

"Prectal Contracts" shall have the meaning so, cut in Cleuse 1.4 (J) of this Schome:

"Proofffit Furnish" has the meaning ser out in Clause 20.3 of this Scheme;

Page 17 of 71



30

- 1.51 "Preschi Transferred Employees" has the meaning ser out in Clouse 20.1 of this Schume.
- 1.32 \*Proceedings\* means all legal (whether civil or or minal), totation or office claims, proceedings and investigations of adopts over asome (including better any Governmental Authority or arbitration of local) and make any sisture;
- 1.33 "Resertd Batte" (Genes a mutually agreed data to be fixed by the Boards of PfL and Pf-lifes Domestic Appliances for the purposes of Jotermining the equity shareholders of PfL to whom status of Philips Domestic Appliances would be issued and allowed in accordance with Clause 14 of this Scheme;
- 1.34 "Registrum of Compondes" means the Registrum of Componies of Kolkata, West Bengal, having jurisdiction in relation to PIL and Philips Domestic Applianus and the Registration Companies of Monthai, Maharashtra, naving jurisdiction in relation to Present.
- 1.35 "Remaining Business" means ell'undertakings, investments, businesses, activities end operations of the Domergeé Company other than those comprised in the Domerged Undertaking;
- 1.35 "Scheme" or "the Scheme" or "this Scheme" means this composite scheme of strangement in its present form as submitted to the NCLTs or this Scheme with such modification(s), if any mode, as per Climec 33 of the Scheme;
- 1.37 "Share Entitlement Ratio" has the morning set out in Clause 11.1 of this Scheme,

### 2. INTERPRETATION

All terms and words used hut not defined in this Scheme shall, unless repagnant or contrary to the context or meaning thereof, have the same meaning ascribed to them funder the Act. Income Tax Act, 1961 read with Income Tax Rides. 1962 and other applies be I now, as the case may be or any standary modification or re-enactment thereof for the time being in terce.

References to "Clauses", "Recitals" and "Schedules", unless otherwise provides", are to clauses, recitals and schedules of and to this Scheme.

he headings herein shall not affect the construction of this Scheme.

Unless the condext otherwise requires, reference to any law or to my provision whereof shall met one references to say such law or to ony provision thereof as it may, a plan the date beseef, from time to since, be amended, supplemented or re-encored, or for law or any provision which replaces it, and any reference to a statutory.

Page 16 of 71.

provision shall include any subordinate legislation mode from tune to time under that provision.

- 2.5 The singular shall include the point and vice versa; and references to one gender is shall include all genders.
- 2.6 Any phrase introduced by the terms "including", "include", "in particular" or enysimilar expression shall be construed as illustrative and shall not fimit the sense of the words preceding those terms.
- 2.7 The Schedules form an integral and inseparable part of this Scheme.

# 3. DATE OF TAKING EFFECT AND OPERATIVE DATE

This Scheme in its present form, or with any modification(s) approved or imposed or directed by the NCLT or by any Governmental Autocrity, shall be effective from the Appointed Date but shall be operative from the Hilbstive Date.

### 4. SHARE CAPITAL

4.1 The authorized, 'assed, subscribed and poid up share capital of PIL 2s on September 10, 2000 as as packet:

Authorized Share Capital	
9,20,00,000 equity shares of INR 40 each	92,00,00,006
2,00,00,000 none convertible comulative preference shares of TMR 10 each	20,00,00,000
TOTAL	1,12,00,00,00
Issued, subscribed and paid-up Share Capital	
5.75.17.242 equity shares of INR 10 each fully paid in	57,51,72,420
TOTAL	57,51,72,420

The authorized, issued, subscribed and paid up sixue capital of Preedicts on A Reptember 10, 2020 is as under:

Anthorized Share Capital	
9,69,87,421 equity shares of INJC10 each	95,98,74,210
3.40.62.579 8% Compulsorily Convertible Nec- cannolative professors shares of INR 10 <b>eac</b> h	54.86.25,790

Page 19 of 71

Sylvet solle

A TORREST OF THE STATE OF THE S	Sale reprint 1999 to
Jasurd, subscribed and paid-up Share Capital	The same of the sa
9,51,87,940 equity Shares of 10 each fully paid up	95,58,79,400
TOTAL	95,18,79,700

The entire issued and poid-up espital of Preethi is held by PH, and its nominee shareholders.

4.3 The authorized, issued, subscribed and paid up share capital of Philips Domestic Appliances as on September 27, 2020 is as under:

Authorized Share Capital	
50,000 entity shares of 10 each	3,30,000
TOTAL	5,00,000
Tasued, subscribed and paid-up Share Capital	
50,000 copiny shores of 10 each, fully paid up	5,50,000
TOTAL.	5,00,000

The entire resend and paid-up capital of Philips Demostic Appliances is hold by PtL in and its nominee than hulders.

# PART C RE-ORGANIZATION OF THE PAID-UP EQUITY SHARE CAPITAL AND SECURITIES PREMIUM RESERVE ACCOUNT OF PREETIN

RE-ORGANIZATION OF THE ISSUED AND PAID-UP EQUITY SHAKE CAPITAL AND SECURITIES PREMIUM RESERVE ACCOUNT OF PREETIN

As a part of reorganization of the equity share capital of Preethi, pursuant to the provisions of Sections 250 to 232 of the Act, the issued, subscribed and paid-up equity share capital and the securities premium reserve account of Preethi shall be extract and reorganized as a part of the Scheme. Accordingly, as an imaginal part of the Scheme, and, upon the coming into offset of the Scheme, without any further part, instrument or deed:

the Issued, subscribed and paid up equity share capital of Prooffi shaff to reduced from INR 95,18,79,400 (Indian Rupers Ninety Five Crores Eighteen Lakhs Seventy Nine Thousand and Four Hundred) divided into 9,51,87,940. (Rine Crores Fifty One Lakh Bighty Seven Thousand Nine Hundred and Farry) fully paid up equity shares of face value INR 10 (Indian Rupers Ton) with to INR 47,59,39,700 (Indian Rupers Forry Seven Crore Fifty Nine Lakh

Fage 20 of 71.

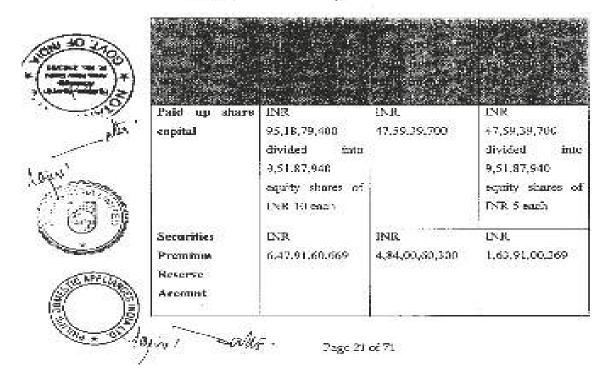


Thirty Nine Thousand Seven Fundred) divided and 9,51,87,940 (Nine Crores Fifty One Linkh Eighty Seven Thousand Nine Hundred and Forty) fully paid up equity shares of like value INR 5 (Indian Rupers Five) each, without any further set, instrument or deed;

(n) the securities premium reserve account of Preethi shall be reduced from an amount of PoR 6,47,91,60,669 (Indian Rupees Six Hundred Forty Seven Cores Ninety One Lakh Staty Thousand and Six Hundred Sixty Nine) to INR 1,63,91,00,369 (Indian Rupees One Hundred Sixty Three Crores Ninety One Lights Three Hundred and Sixty Nine);

The amounts so reduced shall be utilised as follows:

- (8) an amount of INR 42.72 (Indian Rupees Forty I wo also Seventy Two Pales) per fully paid up equity share of face value INR 10 (Indian Rupees 300) each held by the shareholder of Preerbi shall be estumed to the shareholders of Preerbi by way of each (subject to the payment) withholding of applicable taxes. (I any) aggregating to INR 4,06,60,000,000 (Indian Rupees Four Hundred Six Greec and Sixty Lakha); and
- (b) Post return of capital (as stated supra), an amount of INR 1,25,00,00,000 (Indian Rupers One Hundred Twenty Five Creek) of the securities premium reserve account shell be adjusted against the balance in the prefit and loss account of Preethi to inter alle write off the net accumulated losses of Preethi.



59

- 5.2 The reduction in the store capital and the securities premium reserve account of Preethi shall be effected as an invegral part of the Scheme in accommance with the provisions of Sections 230 to 232 of the Act and the order of the NGUI satisfianing the Scheme shall be deemed to be also the order make Section 66 of the Act for the purpose of confirming the reduction and Preethi shall not be required to follow the provise under Sections 66 of the Act or any other provisions of Applicable Law separately. Notwithstanding the reduction in the equity share capital and securities premium, asserve account of Preethi, Preethi shall not be required to add "And Recuest" as sufficious teams.
- 3.3 Preethi's accumulated losses have substantially wiped off the value represented by the share capital of Preedoi. It is therefore proposed to re-organize its share capital and securities premium reserve account in the assurer aferessic, to re-align the relationship between its capital and assets thereby improving the financial position of Preetoi.
- The proposed re-organization and reduction of the share capital soft securities promitted reserve account of Precibitis not in any way projudicial to the interests of any craditors and shareholders as it does not result in any reduction in the liability/emount payable towards any craditor. Presibil does not have any secured craditors (other than finance lease obligations for vehicles taken on lease) and home, the envisaged re-organization/ reduction does not in any way impact the sessit coverage ratio for the craditors. Further, this will not impact the normal operations of Presibility to repay its creditors or honor any of its other commitments, in the ordinary course of its business and in fact it shall enable Presibility partray a realistic picture of its operations.

It is hereby elseified that for the purposes of Clauses 5.1 and 5.2 above, the consent of the shareholders of Proethi to the Selteme shall be deemed to be sufficient for the purposes of effecting the elementisms to re-organization and no further resolutions under the Ass., would be required to be separately passes:

Upon the arming into effect of this Scheme, the Clause V i.e., the capital clause of the Measternatum of Association of Preethi shall, upon reduction of the share capital of Preethi in the measure attressed, and without any further our or deed, be deemed to be replaced by the following clause:

### MEMORANDUM OF ASSOCIATION

"The Amborited Share Capital of the Company is Bill 1,31,05,00,000 (Indian Eugess One Hundred Thirty One Coore and Five Eakly) divided total 19.39,74,812.

Fage 22 of 71;



(Ninclean Crore Thirty Witse Lath Kennety Four Thousand Eight Handred and Forty Twed Eguity Sharen of 1988.) (Indian Rusens Five) such and 3.40,62,579 (Done Crore Forty Lathis huay Two Universal Five Hundred and Seventy Witse) Preference Shares (CCPS) of 1998. (It (Indian Rusery Ten) each, with power to increase or reduce the capital of the Company and to divide the theoret testes capital for the time heing into several chases and to estach thereto respectively such proferential, qualified or special rights, privileges or conditions to such manner as may for the time being provided by the regulations of the company and to vary, mostly or always are such rights, privileges or conditions in such manner as may be provided by the Act, or provided by the Action of Accordation of the Company."

5.7 Pursuant to the reduction of issued and poid up share capital of Preedin in the manner adversaid, upon the arming into officer of this Scheme, the amhorized issued, substitibed and poid up share capital of Preedin shall be deemed to have been aftered as under:

Authorized Shace Capital	
19,39,74,842 equity Shares of TNR is each	96,98,74,210
3,-0,62,579 8% Compolise ity Convertible Non-cumulative preference shares of INR 10 each	34,06,25,797
TOFFAL  Issued, subscribed and paid-up Share Capital	1,57,05,90,000
9,51,87,340 equity Stance of 5 each fully paid up	47,59,39,700
TOTAL	47,59,39,700

The entire issued and paid-up capital of Preathi will be held by PIL and its nominee. shareholders

ACCOUNTING TREATMENT OF RE-ORGANISATION OF PAID-UP SHARE CAPITAL OF PREETIN

Upon the scheme becoming affective, the paid-up equity alians capital of Preethi short stand toduced from INR 95,18,79,400 (Indian Rupers Ninety Pive Coores Eighteett Lakke Seventy Nine Thousand and Four Hundred) divided into 9,51,87,946 (Nine Crores Fifty One Lakh Eighty Seven Thousand Nine Hundred and Forty) equity shares of INR 10 (Indian Rupers Ten) each to INR 47,59,39,708 (Indian Rupers Forty Seven Chore Fifty Nine Lakh Thirty Nine Induand Seven Hundred) divided into 9,51,87,940 (Nine Croces Fifty One Lakh Eighty Seven Thousand Seven Hundred) divided into 9,51,87,940 (Nine Croces Fifty One Lakh Eighty Seven Thousand Seven Hundred) and Forty) socially shares of INR 5

Page 23 of 71.

(Indian Rupers Five) each and the amount standing to the creation flue securities premium reserve account, will be reduced from TNR 6.47.91,60,669 (Indian Rupers Six Hundred Forty Seven Creat Ninety One Lakh Sixty Throusand and Six Hundred Sixty Nine) to INR 1.63.91.00.369 (Indian Rupers One Hundred Sixty Throu Creats Ninety One Lakhs Three Hundred and Sixty Nine), The said reduction will be efficied by paying of the cash to the shareholders of Preed (subject to wit shorters, it say) aggregating to INR 4,06,60.00.000 (Indian Rupers Four Hundred Six Cours and Sixty Lakhs) and writing off accumulated lesses by INR 1,25,00,00,000 (Indian Rupers One Hundred Twenty Tive Cours).

- 6.2 Preethit will comply with all relevant accounting policies and accounting standards with regard to the proporting for the reduction of capital as per the accounting standards prescribed under Section 133 of the Ap. and any other applicable provisions and laws for the time being in laws:
- 6.3 Praethi will gass appropriate adjustment entries in prudent and commercially acceptable matter.

# PART D. TRANSFER AND VENUING OF THE DEMERGED UNDERTAKING OF THE DEMERGED COMPANY INTO THE RESULTING COMPANY

### TRANSFER AND VESTING OF THE DEMICRORD UNDERTAKING

## TRANSFER OF ASSETS

Upon the coming into official of this Schemes and with office from the Appenints Date, the Demerged Undertaking shall, subject to the provisions of this Oforise 7 in relation to the mode of transfer and vesting and pursuant to Sections 230 to Section 132 of the Act read with other relevant provisions of the Act and Section 2(19AA) of the income 144 Act, 1961 read with Income 144 Rules, 1962 and all other applicable provisions of Applicable Laws for the time being in times, without my further act, instrument or deed, he demerged from the Demerged Company and he amosferred to and vested in and be desired to have been demerged from the Demerged Company.

ept transliered to and vested in the Resulting Company as a going concern, so as to be sent and from the Appointed Date, a part of the Resulting Company.

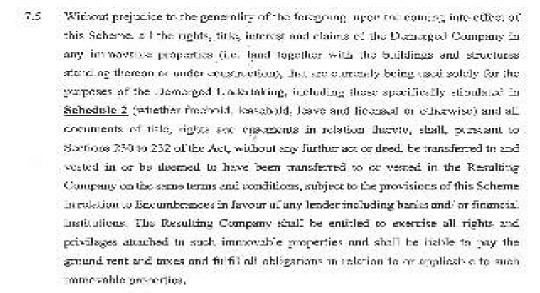
Page 24 of 71.

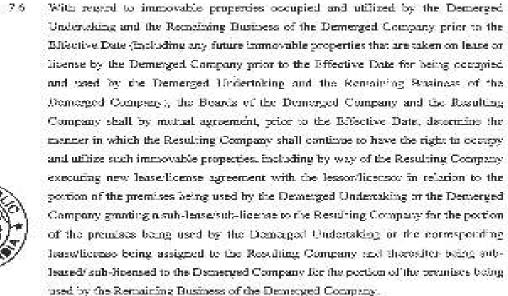
- Without prejudice to the generality of Clause 7.1 shows, upon the Scheme becoming effective and with effect from the Appointed Date, in respect of such of the assets of the Demorged Undertaking as are movable in nature and/or otherwise capable of transfer by manual or constructive delivery and/or by endowsement and delivery, the same shall stand transferred by the Demerged Company to the Resulting Company pursuant to the provisions of Sections 230 to 232 read with other relevant provisions of the Act without requiring any deed or instrument of conveyance for transfer of the same, and shall become the property of the Resulting Company as an integral part of the Bemerged Undertaking.
- Without prejudice to the generality of Clause 7.1 and in respect of movable assets. 7.3 belonging to the Demerged Undertaking other than those dealt with in Clouse 2.2. above, including but not limited to sundry debts, actionable claims, comest modies, receivables, falls, credits, tosus, advances and deposits with any Governmental Authornics or any other Persons and or customers, if any, forming part of the Dunnerged Undertaking, whether recoverable in cash or in kind or for value to be received, hank halances, etc. and any Pricumbrance created over any such asset for the benefit of the Demorged Company, the same shall (notwithstanding whether here is any specific provision for transfer of credits, assets or refunds under the Applicable Laws, wherever applicable) stand trensferred to ead vested in the Resulting Company, upon the Scheme becoming effective and with effect from the Appointed Date, without any notice or other insimation to any Person, in pursuance of the provisions of Sections 236 to 232 read with other relevant provisions of the Act, to the end and intent that the right of the Temerged Company to recover or restize the same stands transferred to the Resulting Company, and that appropriate entries should be passed in their respective books to report the aforessid change, without any notice or other incimation to such debtors, depositors or Persons as the case may be. The Resulting Company may, at its sale discretion but without being obliged, give notice in such form as it may deem fit and proper, to such Person, 25: the case may be, that the said debt, receivable, bill, credit, loan, advance or deposit stands transferred to and vester, in the Resulting Company and be paid or made good r held on account of the Resulting Company as the pursue entitled thereto.

Without projection to the generality of the foregoing, all assets, estate, rights, Utle, remedies, interest, rights of action, investments and authorities held by the Demerged Company on the Appointed Date in relation to the Demerged Undertaking, not otherwise specified in Climpes 7.1, 7.2 and 7.3 above, shall also, without any further act, instrument or dead stand transferred to and vested in and/or be deemed in he transferred to and vested in the Resulting Company upon the counting into officer of this Scheme and with effect from the Appuinted Date, pursuont to the great siens of Sections 230 in 232 of the Act.

Page 25 of 71

135







717

All pagers, estate, rights, tide, interest and surhorities accound to und/or acquired by the Demorged Company after the Appointed Date and prior to the Effective Date and Horming part of the Demorged Undertaking she I also stand transferred to und years of the Demorged Undertaking she I also stand transferred to und

gon the coming into effect of this Scheme without any further set, instrument to

Page 25 of 71

- Without projudice to the aforesaid, it is clarified that if any assets of whatsoever nature (including estate, claims, rights, title, interest in or authorities relating at each assets) in relation to the Demerged Undertoking, at each the Demerged Company owns or to which the Demerged Company is a party to, cannot be transferred to the Resulting Company for any reason whitsoever, the Demerged Company shall hold such assets in trust for the benefit of the Resulting Company, insofar as it is permissible so to do, till such time as the mansfer is effected.
- 17.9 For the avoidance of 60001 and without projudice to the generality of the foregoing. it is expressly claritical that upon the coming into effect of this Scheme and with office: from the Appointed Date, aff Business Licenses that relate exclusively to the Demostic Applicaces Business of the Demerged Company shall be transferred to and vessed in the Resulting Company and the concerned licensons and grantors of with Business Licenses, shall enderse, where necessary, and record, in accordance with law, the Resulting Company on such Business Licenses so as to empower and Isolitate the approval and vesting of the Demerged Ordenaking in the Resulting Company and continuation of operations forming part of Demorgal Undertaking in the Demerged Company in the Resulting Company without Eindestee and that Business Locarses shall remain valid, effective and enforceable on the same terms and conditions and in full force and effect in favour of or against Resulting Company, as the case may be, and may be enforced as fully and officensity as if. instead of the Demonsed Company, the Resulting Company had been a party or beneficiary or obliges thereto. The Resulting Company may take such actions as may be necessary and permissible under Applicable Law to get the aforesaid transferred and/or registered in the name of the Resulting Company.

7.10

In case of the Business Licenses that are jointly held for the Demerged Undertaking and the Remaining Business of the Demerged Company, then, such Business Licenses shall be deemed to constitute separate Business Locuses and the relevant or concerned Governmental Authorities shall endorse manate, substitute or record the separation upon filling of this Scheme (as sanctioned by the NCLTs) with such multiceiries after this Scheme becomes effective, so as to facilitate the continuation of operations of the Demerged Undertaking In the Resulting Company as well the operations of the Remaining Business of the Demerged Company, without any hindrance. If the separation of such Business Licenses is not permissible, the Resulting Company shall apply for and obtain fields licenses to operate the Demerged Undertaking at the sale cost and expense of the Resulting Company and any costs, liabilities or expenses incurred by the Demerged Company in rotation per the shall be perchanged by the Resulting Company to the Demerged Company.

Gay 27 11 77

- 7.11 For avoidance of doctor, transfer of any Business Licenses shall be undertaken in a manner that will not result in the Demerger. Company or the Resulting Company being deprived of the Business Licenses required by either of them for conduct of their respective businesses.
- 7.12. Further, if key Bushuss License is non-transferrable, in such a security for Resulting Company shall apply for fresh licenses, permits, permissions, approvals, consents, etc. at its sole cost and expense and the Demerged Company shall provide all necessary co-operation to the Resulting Company to obtain the same. Any costs, lightfields or expenses incurred by the Demerged Company in relation therete shall be reimbursed by the Resulting Company to the Demerged Company, input the Demerged Company submitting necessary e-tileace of having incurred such cases.
- 7.13 All DA Intellectual Property which is subsisting or naving effect immediately before the Effective Date shall stand transferror to and vested in the Resulting Company, upon the Schams becoming effective and with effect from the Appeinted Date, and be and remain in full force and effect in favour of the Resulting Company and may be enforced by the Resulting Company as fully and effectually as if, instead of the Demorged Company, the Resulting Company had been the owner, a party or beardicisty or obligie thereto. The Resulting Company may have such actions as may be necessary and permissible to get the same transferred and/or registered in the name of the Resulting Company.
- Without prejudice to the generality of the foregoing, all direct and incirce to a related benefits, including service tax benefits, goods and services tax benefits, income tax boiliday/ benefit/ 'casses and other henefits, entitlements, incentives and concessions or exemptions or privileges enjoyed, granted by any Governmental Authority or by any other Person, or systical of by the Jenneged Company shall, without any further act, instrument or deed, in so far as they relate to the Demerged Undertaking, west with and he available to the Resulting Company with effect from the Appointed Date, on the same terms and conditions as if the same had been allowed and/ or granted and/ or sanctioned and/ or 'allowed to the Resulting Company.

Without prejudice to the generality office foregoing, upon conting into effect of this Scheme, all experience, past track record, qualification orders and credentials of the Demerged Company in manufacturing and supplying the products / services thereof to various customers, surhorities, agencies, departments and clients partialing to its Demarged Undertaking or Domestic Appliances Business (and to the exclusion of those pertaining to its Remaining Business) for the purpose of eligibility, standing, evaluation and perturbation in existing and future bids, tenders and contracts with various distributes, authorities, agencies, departments, clients, etc., shall be deemed

Page 28 of 7.

to be the experience, past track record, qualification or to is and seed on title of the . Resulting Company.

7.16 All chaques and other negoriable instruments, pay orders, electronic fund transfers. (like NEFT, RTGS, etc.) received or presented for uncashment which are in the name. of the Demorged Company after the Effective Date, in so far as the same pertoin to the florraged Undertraing, shall be deemed to have been in the name of that Resulting Company and credited to the account of the Resulting Company, if presented by the Resulting Company or received through electronic transfers and shall be accomed by the educant bankers and credited to the accounts of the Resulting Company, Similarly, the banker of the Resulting Company shall become 811 obtequest electronic fixed transfer instructions issued by the Demerged Company. (in relation to the Demerged Undertaking) for provident after the  $\Theta$  frequive  $D_{\theta, \phi}$  . If required, the bankers of the Demerged thompsing approximate Company shall allow maintaining and operating of the bank accounts (including banking transactions carried out electronically) in the partie of the Democraci Company by the Resulting Company in relation to the Demorged Universiting for such time as may be determined to be necessary by the Respitting Company for presentation and depasit of cheques, pay order and observation transfers that have been issued made. in the name of the Demorged Company.

## TRANSFER OF LIABILITIES

Upon coming into effect of this Scheme and with effect from the Americand Date, all Liebilities of the Demanged Company, appertaining and relatable explusively to its Domestic Appliances Business as on the Appointed Date, whether provided for or not in the books of ascounts or disclosed in the balance sheet of the Demenged. Company ("Demerged Linbflitles"), shall without any further act, instrument or deed be and stand transferred to and vested in and he deemed to have been transferred to aid vester in to the Resulting Company on the assist shall be assumed. by the Resulting Company to the extent that they are outstanding as an the Effective . Bute, so as to because as and from the Appointed Pate (or in case of any Liability trainered on a date after the Appointed Date, with effect from such date), the Labilities of the Resulting Company, on the same terms and conditions as were applicable to the Demerged Company, which the Resulting Company undertakes to meet, discharge and satisfy to the exclusion of the Demerced Company such that the Bemorged Company shall in no exect be responsible or likble in relation to say such. Demorged Liabilities, The Resulting Company shall keep the Demorged Company inderwhiled in all times from and against all such Demerged Labelities and from and against all agains, demands and proceedings in respect therete. It shall not be tains the ponsion of any third party or other Person who is a party to

Page 29 of 21.

any contract or accomponion by virtue of which such Demorged Liabilities have arised in order to give effect to the area, sions of this Ulause. It is obtained that the term "Demorged Liabilities" shell include:

- the Liabilities which arise solely out of the activities or operations of the Demerged Undertaking;
- (b) the specific forms or horrowings, term loses from banks and financial institutions, bank overdrafts, working capital foans and liabilities mised, incorrect and utilized solely for the activities or operations of the Damestic Appliances Business of the Damestic Demography.
- (c) in cases other than those referred to in Clause 7.17(a) or Clause 7.17(b) above, an much of the amounts of general or multipurpose borrowings, if any, of the Demerged Company, as stand in the same proportion which the value of the assets transfeired to the Resulting Company pursuant to the Demerger hear to the total value of the assets of the Demerged Company immediately before giving effect to this Scheme, and
- (d) Liabilities other than these paterned to above, being the common Liabilities that relate to the Domestic Appliance's Business and the Romain of Business of the Domestic Company and allocated to its Domestic Appliances. Business in the proportion as may be mountly agreed between the Board of Directors of the Domestor's Company and the Rosetting Company.
- 7.18 Where my of the Linbilities and obligations of the Damargud Company as on the Appointed Date deemed to be transferred to the Resulting Company, have been purisily or fully discharged by the Demerged Company after the Appointed Date and on account of the Resulting Company and all Linbilities raised/ incurred by the Damarga: Company for the operations of the Demerged Undertaking on or allot the Appointed Date and prior to the Effective Date shall be deemed to have been talast/ incurred for and on behalf of the Resulting Company and to the extent they are cutstanding on the Effective Date, shall also without my further and instrument, or deed he and stand transferred to and be decided to be transferred to the Resulting Company and shall become the Liabilities of the Resulting Company.

#### ENCL MIRRANCES

In so far as the existing Encumbrances in respect of the Demerged Liabilities are bonounced, and Englishment or dead be bondified and half-bondies about the fact that the same shall operate only over the assets comprised in the Remerged Congressing which have been Encombored in respect of the

Demerged Liabilities as transferred to the Resulting Company pursuant to this Scheme. Provided that if any of the assets compared in the Demorged Undersking which are being transferred to the Resulting Company pursuant to this Scheme have not been Encombered in respect of the Demorged Liabilities, such assets shall motion undersombered and the existing Encombrances referred to above shall not be extended to and shall not operate over such assets.

- 7.20 In so far as the assets forming part of the Demerged Undertaking are concerned, the Encumbrances, over such assets, to the extent they refere to any Listodinies of the Demerged Company pertaining to the Remaining Business of the Demerged Company shall, as and from the Effective (tate, without any forther act, instrument or dead be released and discharged from the same and shall no longer be available as Encumbrances in relation to those Liabilities of the Demerged Company pertaining to the Remaining Business of the Demerged Company which are not transferred to the Resulting Company pursuant to the Scheme (and which shall continue) with the Demerged Company).
- 7.21 In so fer as the assets of the Remeining Business of the Demerged Company are concerned, the Encumbrances over such assets, to the extent they relate to any Demerged Liabilities forming part of the Demerged Undertaking shall, without any further act, instrument or deed be released and discharged from such Encumbrances.
- 7.22 In so far as the printing, Humanibuologs in respect of the Lithelitess relating to the Remaining Business of the Demorged Company are concerned, such Encounterace shall, without any further act, instrument or deed be continued with the Demorged Company only on the assets relating to the Remaining Business of the Demorged Company and the assets of the Demorged Undertaking shall stand released therefrom.

Without any pagadice to the provisions of the foregoing Clauses, filing of the certified copy of the order of the NCLT sanctioning this Scheme with the Registral of Companies shall be deemed to be sufficient for modifying or creating the charges in favour of the secured creditors of the Demerged Company and the Resulting Company, as applicable, as required as per the provisions of this Scheme. Without prejudice to the above, the Demerged Company and the Resulting Company may enter into and execute such, other deeds, instruments, documents and/ or writings and/ or do all paga and deeds as may be required, including the filling of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies to give tompsize the provisions of this Clause, and foregoing Clauses, if capared.

Here this considering impreeffect of this Scheme and with effect from the Appuinted Date, the taken possible on the Appuinted Date in the table to perform all obligations in respect of

all Liabilities pertaining to the Remaining Russiass of the Demorged Company and the Resulting Company shall not have any obligations in respect of the Liabilities of the Remaining Rusiness of the Demorged Company. Further, upon the conving iron effect of this Scheme and with effect from the Appointed Date, the Resulting Company alone shall be liable to perform all obligations in respect of the Demorged Liabilities, which have been transferred to it in terms of this Scheme, and the Demorgest Company aludit not have any obligations in respect of such Demorgest Liabilities.

- 7.25 The Scheme shall not apends to enlarge the security of any lean, deposit or facility breated by or available to the Pennerged Undertaking which shall vest in the Revolting Company by virtue of the Scheme, including for the avoidance of doubt and notwith-tanding anything contained herein, that no Encumbrances shall be astended to any of the assets of the Resulting Company, unless otherwise agreed to by the Resulting Company, with such secured creditors, if any.
- 7.26 Subject to the necessary consents being obtained, if required, in accordance with the terms of this Section, the foregoing provisions shall operate, notwithstanding soluthing to the contrary contained in any instrument, deed or writing or the terms of senction or issue or any security documents, all of which instruments, deeds or writings shall be deemed to have been modified suctor superacted by the foregoing provisions. The observe of any forest smouthment which may be equired by a tender or first party or any Person shall not affect the operation of Clauses (CLY to 7.26.)
- 7.27 It is expressly provided that, save as mentioned in this Scheme, no other term or condition of the Demerged Liabilities transferred to the Resulting Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amendment is required by necessary impliestion.

Upon this Schame becoming effective, the barrowing limits of the Resulting Company, in terms of Section 180(1)(x) of the Act, shall without any further act instrument or deed, stand enhanced by the Demerged Liabilities, such limits being more mental to the existing limits of the Resulting Company, with effect from the Appendixt Date.

## S. EMPLOYEES

8.1

On the Scheme becoming effective, all permanent and temporary omplayers engaged exclusively in or in relation to the Demerged Undertaking of the Demerged Company (acting expice as on the Effective Date and whose services are transferred to the Resolution Company ("PI). Transferred Employees") shall be deemed to rake the one shall be described to the Resolution Company with office from the appointed and the Resolution Company with officer from the appointed

Date or their respective joining date, whichever is later, without any interruption or break in their service and on the hasis of continuity of service, and the terms and conditions of their employment with the Resulting Company shall not be less favourable than those applicable to them with reference to their employment in the Datterged Company as on the Effective Date. The Resulting Company agrees that for the purpose of payment of any compensation, gratuity and other terminal henefits, as applicable, to the PII. Transferred Employees, their year services with the Demerged Company shall also be taken into account, and agrees and undertakes repoy the same as and when populae.

8.2 It is expressly provided that, on the Scheme becoming officiality, in so for its than provident flord, gratuity fund, contribution towards employees state insurance, superarmunting fund, retirement fund or any other special fund or treats or benefits, if any, enested or existing for the benefit of the staff and employees of the Demorgad. Company (including P.L. Transferred Employees) (soflectively referred to as the "PIL Funds"; are concerned, such proportion of the investments made in the PIL: Finds and liabilities which are referable to the PIL Transferred Employees shall, subject to the necessary approvals and permissions and at the discretion of the Resulting Company, either he continued as senarate funds of the Resulting Company for the benefit of the PH. Transferred Employees or be transferred to and merced with other similar funds of the Resulting Company. In the event that the Resulting Company does not have its own finds in respect of any of the above, the Resulting Company may, subject to macestery approvals and permissions, sections to contribute to the relevant PIL Funds or discharge such liabilities of the Demorgos' Company, until such time that the Resulting Company creates its own fords, at which time the funds, investments, contributions and liabilities pertaining to the Fit. Transferred Employees shall be transferred to the finds areated by the Resulting Company.

Fur her to the transfer of PL. Funds pertaining to the PL. Transferred Employees as set out in Clause 8.3 above, for all purposes whotsnever in relation to the administration or operation of such fund or funds or in relation in the obligation in make contributions to the said fund or funds in accordance with the previsions thereof as per the terms provided in the respective trust deeds, schemes, hyeriaws see, if any, all rights, duties, powers and obligations of the Demerged Company as on the Effective Date in relation to such fund or funds shall become those of the Resulting Company. It is clarified that the services of the Ptl. Transferred Employees forming part of the Demerged Undertaking of the Damargod Company will be therefore been continuous for the purpose of the send Ptl. Fronts.

Page 35 of 71

- 8.4 In relation to any other fixed (including any Junds set up by the Government for employee herefits) created or existing for the bondit of the Pil. Transferred Proplayees, the Resulting Company shall stand substituted for the Demorged Company, for all purposes whatsoever, including relating to the ubligation to make contributions to the said limits in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such Pil. Transferred Employees such that all the rights, duties, powers and obligations of the Demorged Company in relation to such finds shall become those of the Resulting Company.
- 2.5 In 50 the existing bourists or finds created by the Demerged Company for the couployers of the Remaining Business of Demerged Company are concerned, the same shall continue and the Demerged Company shall continue to contribute to such benefits or funds in accordance with the provisions thereof, and such benefits or funds, if any, shall be held trace also for the benefit of the employees of the Remaining Business of the Demerged Company and the Resulting Company shall have no liability in respect thereof.

#### 9. LEGAL PROCEEDINGS

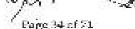
91 Upon the coming into effect of this Scheme, all Proceedings, by or against the Dankerged Company and relating to the Demerged Undertaking or the Domestic Appliances Business of the Demerged Company, pending on the Effective Date, shall not abate or be discontinued or in any way be projudicially affected by reason of or by anything contained in this Scheme, but the said Proceedings shall be continued, prosecuted and enforced by or against the Resulting Company, as the case may be, after the Effective Date, as effectually and in the same manner and to the same extent as if the same had been instituted by or against the Resulting Company.



9.3

Notwithstanding anything contained in Clause 9.1 above, any Proceedings in respect to correlation to or pertaining to tex assessment, that have been initiated by or against the Demerged Company and pertain to the period before the Appointed Data, shall not be transferred to the Resulting Company by virtue of this Scheme and shall be continued, prosecuted and enforced by or against the Demerged Company, as the cust may be, after the Effective Data.

Subject to Clause 9.2 above, the Resulting Company undertakes to Lave all Proceedings initiated by or against the Demograd Company referred to in Clause 9.1 above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and collowed by or against the moduling Company. The Resulting



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

- 9.4 Subject to Clause 9.2 above, in case of any Proceedings in relation to the Demerged Undertaking mentioned in Clause 9.1 above are taken against the Demerged Company, the Resulting Company shall be made party thereto and shall prosecute or defend such proceedings in on operation with the Demerged Company and any payment, liabilities or expenses incurred by the Demerged Company thereto shall be the liability of the Resulting Company. In the every, the Resulting Company is not made a party to or until the Resulting Company is made party to any such Proceedings in relation to the Demerged Undertaking, the Demerged Company shall address the same in securciance with the advice of the Resulting Company and at the cost of the Resulting Company, and the fatter shall be inhurse and indemurfy the Demerged Company against all tabilities, expenses and obligations incurred by the Demerged Company in respect the cost.
- 9.5 Any cost incurred by the Demerged Company in respect of Proceedings initiated by or against it in relation to the Demerged Undertaking, for the period after the Appointed Date shall be reimbursed by the Resulting Company, upon the Demerged Company submitting necessary evidence of having incurred such costs.
- 9.6 In the event any Proceedings relate to both the Demerged Undertaking and the Remaining Business of the Demerged Company and cannot be allocated exclusively to the Demerged Undertaking or the Remaining Business of the Demerged Undertaking for the Remaining Business of the Demerged Uniquely, the Resulting Company shall, to the extent permissible under Applicable Laws, be added as party to such Proceedings and shall prosecure or defend such Proceedings in co-concettion with the Demerged Company. Any liabilities arising from such Proceedings (and related refunds, benefits, emittements therefrom) will be allocated between the Demerged Company and the Resulting Company.

## 10. CONTRACTS, DERDS, ETC.

10.1

MPPL

Upon coming into effect of this Schume and, subject to the order provisions of this Scheme, all PIL Transferred Contracts which are subsisting or lowing effect on the Effective Date, shall, neconshistanding anything to the contrary commined in the aforesaid PIL Transferred Contracts, without any farther sof, instituteur or deed, continue in full force and effect against or in favour of the Resulting Company and may be conficted by or against the Resulting Company as fully and effect selly as if, instead as a self-contract to obtain the consent of any third purey or other Person who

10.4

is a party to any such PIL Transferred Contracts, to give effect to the previsions of this Circles 10.1 of the Scheme.

- 19.2 With regard to the PE. Shared Comment, such continues shall continue for the communication benefit of the Demerged Undertaking and the Remaining Business and the Effective Date and the Boards of the Demerged Company and the Resulting Company shall by number agreement, prior to the Effective Date, determine the manner in which the Resulting Company shall, upon the coming intereffect of this Scheme, contract to exercise the rights and obligations under such PIL Shared Comments, including by way of nevation of such PIL Shared Contracts or the Resulting Company excepting fresh agreements with the adevant counter-parties in relation to the rights and obligations theremake pertaining to the Demerged United State, or the corresponding PIE Shared Contracts being assigned to the Resulting Company and fresh agreements being executed by the Demerged Company with the relevant counter parties in relation to the rights and obligations theremake pertaining to the Resulting Company sub-contracting my rights and obligations theremake to the Resulting Company sub-contracting my rights and obligations theremake to the Resulting Company.
- 19.3 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that the vesting of the Demongot Undertaking occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of this Scheme in accordance with the previsions based, at its sele discretion, our shall not be obligated to enter into and/ or issue and/ or vaccine, deeds, writings, continuations, arrangements, nevations or other documents with or in Issue of Savour of any party to my PR. Transferred Contract or PR. Shared Contract to which the Demongod Company is a party or any writings as may be accessary to be executed in order to give formal effect to the provisions of this Scheme.
  - For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions. Jicenses, insurance covers, certificates, plearances, authorities, approvals, no-objection certificates, powers of officiney given by, issued to or executed in favour of the Demerged Company in relation to the Demerged Undertaking, including by any Governmental Authority, including the benefits of any applications made for any of the foregoing, shall stand transferred to the Resulting Company as if the same were originally given by, issued to or excelled in favour of the Resulting Company, and the Resulting Company shall be bound by the stands thereof, the objections and duties thereunder, and the rights and bracilis and for the Apple of the avoidable to the Resulting Company. The Resulting



Company shall make necessary applications to file relevant forms with any Governmental Authority as may be necessary in this behalf.

- Without projudice to the aforestid, it is clerified that if any PJE Contracts, cannot be transferred to the Resulting Company for any reason whetasover, the Demorged Company shall hold such PIT. Commers, in most for the benefit of the Resulting Company, insofar as it is permissible so to do, rill such time as the transfer is effected.
- After this Scheme becomes effective, the Resulting Company shall, in its own right, be entitled to red its all monics and complete and enforce all pending Pff. Controlls and transactions in respect of the Demerged Undemaking in the mone of the Demerged Company, in so far as may be necessary, until the formal transfer of rights and christottes of the Demerged Company to the Resulting Company teacher this Scheme.

#### 11. CONSIDERATION FOR THE DEMERGER

Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Demerged Linderlasting of the Demerged Company in the Resulting Company in the Resulting Company meeters of this Scheme, the Resulting Company shall, without any further application, act or dead, issue and allot equity shares, credited as fully paid up to the members of the Domerged Company, helding fully paid up equity shares in the Demerged Company and whose names appear in the register of members of the Domerged Company and/ or the records of the depository(jes) as members of the Homorped Company as on the Record Date, or to their respective heirs, execution, administrators, other legal representative or other successors in title in the following manner:

"I fully paid up equally share of PNR 10 (Indian Repeat ten only) each of Philips. Demostic Applicances shall be traved and allotted for every I fully paid-up equity share of PNR 10 (Indian Repeat ten only) held in PNL ("Neuro Equitoment Rutto") such that its aggregate 1,73,17,342 (Pive Crore Seventy Five Lakk Seventeen Thousast Two Hundred and Forty Two) fully paid up equity shares of INR 10 (Indian Rupes too only) such of Bhilips Domestic Applicances shall be issued to the members of the Domested Company sursuant to the Domester".

The Share Buttlement Ratio ensures that the commit interest and voting rights of the shareholders remains the same in the Demerged Company and the Resulting Company. The Share Buttlement Ratio has been determined by the Based of Precours of the Degree and Company and the Resulting Company based on their Expendent holders, and taking into consideration the stare enlittement reports that August 28,5000 mill 8 spreamont 3, 2020 provided by Ma. Bhavira Garg (having Page 37 of 71

- ICAI Membership No. 524347, IBBI Registration No. (BBI/RV/93/3019/10677 and ICMAI RVO Membership No. ICMAI RVO/S&FA/00029) and Price Waterboose 4: CAILLP (basing Firm Registration No. 316844N), respectively.
- 11.5 The equity shares to be issued and allotted by the Resulting Company to the equity shareholders of the Demerged Company shall be subject to the Schone, the memorandom of association and articles of association of the Resulting Company and Applicable Laws, and shall rank partiparsum all respects with the their existing equity shares of the Resulting Company.
- 13.4 In the event of these being any pencing show transfers, whether lodged or outstanding, of any shareholder of the Damerged Company, the Board of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effective such a transfer as if such clanges in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Demerged Company, after the effectiveness of this Schoole. The Board of the Damerged Company shall be empowered to temove such difficulties as may arise in the course of implementation of this Schoole and registration of new shareholders in the Demerged Company on account of difficulties faced in the transaction period.
- b. 5 The coptly shares to be issued and affected prostrain; to this Clause 11 shall be issued. in dematerialized form to those sharsholders who hold shares of the Demarged. Company in dematerialized form, into the account in which shares of the Demerged. Company are held or such other account as is intimated in writing by the shareholders to the Deurorged Company and/ or its Registrationd Share Transfer Agent provided soon colimation has been received by the Demergial Company and/or its Registrar and Share Transfer Agent at least 10 (ten) working days prior to the Record Date. All those shoreholders who hold shares of the Demerced Company in physical form shall also be issued educty states of the Resulting Company in domaterialized form provided the details of their depository accounts are intimated in writing to the Demerged Company and/ or its Registrar and Share Transfer Agent ar least 10 (ter) working days prior to the Record Date. It is clarified that in respect of such shareholders of the Demerged Company who fail to provide the required details of their depository accounts or whose details in this regard are incomplete, the Recalling Company shall issue the equity shares to be issued and allotted pursuant to this Chase it in accordance with Applicable Law, either in physical form, as may be permitted incle. 'Applicable Law; or in demoterialized form to a instee appointed by the Board of the Resulting Company ("Trustee") who shall ald such equils 3 begs in trust for the benefit of the relevant equity shareholders of the Dendethed Company. Any corporate hereofits accruing on such shares viz. because

/Page 38 of 71.

shame, split etc. shall also be credited to such depository acrount of the Trustee. The I make shall not exercise the voting rights on such shares. The equity shares of the Resulting Company held by the Trustee for the benefit of such shareholders shall together with all rights and embluments thereto be transferred to the relevant shareholders upon provision by the respective shareholders of all details of their depository expounts, along with such other details/documents as may be required by the Trustee.

The Board of the Resulting Company shall be empowered to remove such difficulties as may arise on account of or during the issuance of shares of the Resulting Company to the relevant shareholders of the Demerged Company in accordance with this Clause 11.

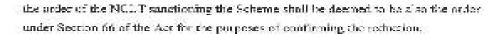
- 11.6 The equity shares to be issued by the Resulting Company, pursuant to Clause 11.1.
  690ve, in respect of any equity shares of the Diepergod Company which are held in accymacy under the provisions of Section 126 of the Act or which the Resulting Company is mable to issue due to non-receipt of relevant approvals or due to Applicable Laws or otherwise shall, pending allotment or settlement of dispute by the relevant Governmental Authority, he kept in abeyance by the Resulting Company.
- (1.7) The approval and consent to this Scheme by the sharchesters of the Resulting. Learnauty shall be deemed to mean that such shareholders have also accorded their consent maker Scotion 63 of the Act for the issuance of share; by the Resulting, Company to the sharsholders of the Demerged Company pursuant to this Scheme, and other provisions of the Act, as may be applicable.

# 12. REDUCTION OF SHARE CAPITAL HELD BY THE DEMERGED COMPANY IN THE RESULTING COMPANY

Simultaneously with the offernout of shares by the Resulting Company in terms of Clause 11, the existing spaceholding of the Demarged Company (regemen with its nominaes) in the Resulting Company as was issued and paid up shall stand exheelled without any further set, instrument or dead in secondaria: with the provisions of the Scheme.

The reduction of equity share expites of the Resulting Company shall be effected as an integral part of the Softene and the Resulting Company shall not be required to let the process under Sections of of the Act of any other provisions of Applicable have supergraph. Without prejudice to the aforesaid it is hereby clarified that, the approval prairies of stateholders to the Soheme shall also be desired to be the approval. The provisions of the Act and

Daniel Strat 71



- 12.3 The reduction would not involve either a diminution of liability in respect of unpaid.

  Share estimal, if any or payment of paid up share capital.
- 12.4 Notwithstanding the reduction in the share capital of the Resulting Company in terms of this Chause 13, the Resulting Company shall not be required to add "Ami Reducte" as suffix to its name.

#### 13. ACCOUNTING TREATMENT

00.5

#### In the hooks of the Demerged Company

- 13.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the Damstreed Company shall account for the Demerged Undertaking in its books of accounts in accordance with Indian Accounting Standards (INO A8) prescribed under Section 133 of the Act, as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounted principles, as may be anisoded from time to time, in the following massive:
  - (a) All the assers and the lichilities of the Demorged Undersking as appearing in the books of accounts of the Demorged Company shall stand transferred to and vested in the Resulting Company pursuant to the Scheme and shall be reduced from the respective book value of assets and liabilities of the Demorged Company.
  - (b) Inter-corporate leans, investments, advances or deposits between the Demerged Company and the Resulting Company, if any, is the extent relating to the Demerger Undertaking, shall shoot especified and there shall be no further obligation outstending in this behalt.
    - The difference between the assets and limitities relating to the Hemerged. Undertaking transferred to the Resulting Company as per Clause 13.1 (a) and alier making the adjustments as per Clause 13.1(b), if any, shell be recognized to equity and will be adjusted firstly through the general reserve and the balance if any through the remined earnings of the Demerged Company.
  - (d) Pursuant in Clause 12.1 of the Scheme, investments of the Domorgod Campany in the Resulting Company shall be concelled and odjusted against the reserves and surplus account in the books of the Ampany.

In the books of the Resulting Company

Page 40 of 71



- 13.2 Upon the Scheme becoming affective and with effect from the Appointed Date, the Resulting Company shall account for the Demorged Undertaking, in its books of accounts in accordance with the IND AS prescribed under Section 135 of the Act, as notified under the Companies (Indian Accounting Standard) Rules, 2015 and generally accepted accounted principles, as may be amended from time to time, in the following manner:
  - (a) The Resulting Company shall record the assets and donitries of the Jemerged Undertaking, transferred to and vested in it pursuant to this Scheme of their respective book values as appearing to the Denorphial Company;
  - (b) The Resulting Company shall credit its share capital account in its books of account with the aggregate face value of the equity shares issued to the shareholders of the Demerged Company as per Clause 11.1 of this Scheme.
  - (b) The difference. If any, herween the back value of the assets and the liabilities as recruded under Clause 13.2 (a) above and the aggregate of share capital issued as per Clause 13.2 (b), shall be debited or credited, to equity and classified as "Capital reserve" under the head "Other nouty".
  - (d) Pursuant in Chaise 12.1 of the Scheme, the initial issued and paid up capital of the Resulting Company (held by the Demerged Company) shall be concelled and adjusted against the reserves and surplus account in the books of the Resulting Company. There shall be no further obligation in respect of the cancelled shares. The concellation of share capital will be affected as part of this Scheme in accordance with provision of Section 66 of the Act and the order of the NCLT shall be deemed to be the order under the appliesble provisions of the Act for confirming the cancellation of share explicit.

First condition of the financial statements of the Resulting Company shall be restated in occordance with the opplicable occurating standards.

ONDUCT OF BUSINESS

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

19.1.1 The Demerged Company shall be described to have been carrying on and shall carry on its business and activities relating to the Demerged Undertoking and shall be specified to have held and stand possessed of and shall hold and stand possessed of its estates, properties, rights, title, interest, authorities, contracts, investments.

The Demerged University to and on the Demerged University to the Revalting Company.

Fage 41 of 71

- 14.1.2 Without prejudice to the grascratity of Clause 14.1.1 above, the Demerged Company abid office this business and activities relating to the Demerged Undertaking to be conducted as a going concern for and on account of and in trust for the Remitting Company.
- 14.1.3 All the profits or income arising or according to the Demorged Company and expenditure or losses (including faces, if any, according or peal in educion to any positis or income) arising or nearest or sufficient by the Demorged Company, which form post of the Demorged Undertaking, for the period commencing from the Appendix Date, shall, for all purposes be treated and be deemed to be accorded as the income or profits or losses or expenditure as the case may be of the Resulting Company, except for income or profits or losses or expenditure arising or nearing to the Remaining Business of the Demorged Company.
- 14.1.4 Any of the rights, powers, authorities or privileges attached, reloted or forming port of the Demerged Undertaking, exercised by the Demerged Company for and on behalf of, and in thest for and as an eigent of the Rusulting Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Demerged Undertaking that have been undertaken or discharged by the Demerged Company shall be deemed to have been undertaken/ discharged for and on behalf of the Resulting Company.
- 14.1.5 All assets auguited, leased or licensed, Business Licenses obtained, benefits, entitlements, incentives and concessions granted, contracts entered into. DA intellectual Property developed or registered or applications mode thereto, Demorged Linbillities incurred, and Processings intrilated or make party to, between the Appointed Date and till the Effective Date, portaining to the Demorged Undertaking shall be deemed to be transferred and washed in the Resulting Company with effect from the Appointed Date.
  - The Demerged Company mid'nt the Resulting Company shall be entitled, pending satisfied of the Schonic, to apply to pay relevant Governmental Authorities of third parties, as may be necessary under any Applicable Law or confect, for such consents, approvals and sanctions, which may be required pursuant to this Schonic and subject to dais Schonic being sanctioned by the NCLTs.

With effect from the Effective Date, the Resulting Company shall cammence and carry on and shall be authorized to eatry on the Domestic Appliances Business which was earlier carried on by the Demerged Company.

The approval and consent to this Scheme by the shareholders of the Regular Company and the Demorged Company pursuant to Sections 230 to 232 of the 22

Page 42 of 71

8 '8ll be decented to mean the, such shareholders have also accorded their consent output Socious 188 of the Act in relation to any contract or arrangement entered into or proposed to be entered into the Resulting Company with the Demargad Company to give effect to the provisions of this Scheme.

#### 15. SAVING OF CONCLUDED TRANSACTIONS:

Subject to the terms of the Scheme, the transfer and vesting of the Demerged Undertaking into the Resulting Company as per the provisions of this Scheme shall not self-of any transaction or proceedings already concluded by the Demerged Company for the Demerged Undertaking on or before or after the Appointed Date and the Effective Date, to the end and intent that the Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Company for the Demerged Undertaking in respect thereto as now, shock any things made, done and executed by or on behalf of the Resulting Company.

## 16. TAXES/DIFFUS/CESS ETC.

Subject at all times to Applicable Law.

Upon coming into officer of the Scheme and with effect from the Appointed Tate, all taxes including, income tax in form of advance rax, rax collected at source, self-assessment tax. TDS credit, withholding tax payments, Goods rac Service Tax (CCST, SCST and IGST), durits, case received/ racejveble/paid/ paid/ payable by the Demerged Company in relation to the Demerged Undertaking including all or any refunds/ input credit/ claims, relating therete shall be treated as the asset/ liability/ refunds/ input credit/ claims, as the case may be, of the Resulting Company. For the taxe dates of skrald, it is clarified that the tax compliances (including payment of taxes, advance tax, tax collected at source, self-assessment tax, TDS credit, withholding tax payment, maintenences of records, payments, returns stell carried out by the Demerged Company in respect of the Demerged Undertaking up to the Effective Date should be considered as adequate compliance by the Resulting Company and the Resulting Company should be considered to have met its obligations under the respective tax legislations.



Notwithstanding anything coursined in Clause 16.1 moove, any Proceedings in respect to or in relation to an pertaining tax assessment that have been initiated by or against the Demerged Company and permit to the period before the Appointed Data, shall not be transferred to the Resulting Company by virtue of this Scheme and shall be continued, prosecuted and enforced by entirely have Demerged Company, as the case may be, often the Effective Date.

Page 93 cd 70



- 16.2 In so far as various incentives, subsidies, exemptions, all direct and indirect tax related benefits, including service tax benefits, goods and services tax benefits, income tax holiday/ benefit/ losses and other benefits or exemptions or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of by the Demerged Company in respect to the Demorged Undertaking are concerned, the same shall, without any further set, instrument or sleed, vest with and be available to the Resulting Company on the same terms and conditions as if the same had been allotted taxly of granted and/ or sanctioned sack or allowed to the Resulting Company.
- 16.4 The Demorged Company and the Resulting Company are expressly permitted to file? revise their tax returns? certificates (norwithstanding that the period for filing? revising such returns? certificates may have logised) including 1DS certificates? returns, income tax returns and other standary returns and to claim refunds, advance nax credits, tax collected at source, TDS credits, CX881, SGST and IGST credits, set off; credit of location texes paid? withhold etc., if any, on the basis of the accounts of the Diemorged Undertaking as vested with the Resulting Company incoming into effect of this Scheme or as may be required consequent to implementation of this Scheme.
- 16.5 Any TOS with respect to transactions permining to the Demerged Undertaking, if any, from Appointed Date to Affective Date, shall be deemed to be advance mx paid by the Resulting Company and shall, in all Proceedings, be dealt with accordingly.
- The payment of any amounts in relation to any outstanding tax headily shall not be hampered in any way as a result of the Demerger of the Demerged Undertaking, from the Demerged Company to the Resulting Company and any tax liability of the Demerged Company which is cutstanding as on the Appeinted Date shall be borne by the Demerged Company and any tax liability pertaining to the Demerged Undertaking which prices after the Appointed Date shall be barns by the Resulting Company.

#### REMAINING BUSINESS OF THE DEMERGED COMPANY.

17.1

The Remaining Business of the Demerged Company and all the assets, properties, rights, liabilities and obligations pertaining thereto shell continue to belong to such the vested in and he managed by the Demerged Company, and the Resolving Company shall have no right, claim or obligation in relation to the Resolving Business of the Demerged Company. From the Appointed Date, the Demerged Company shall carry on the serivities and operations of the Remaining Business of the Demerged Company distinctly and as a segment husiness from the Demerged Contempor distinctly and as a segment husiness from the Demerged Contempor.



- 17.2 All Proceedings by or against the Demerged Company whether relating to the period prior to or after the Appointed Date and whether pending on the Appointed One or which may be instituted theres for, and which relate to the Remaining Business of the Demerged Company (including those relating to any property, right, power, lability, obligation or duty of the Demerged Company in respect of the Remaining Business of the Demerged Company; shall be cominated and enforced by or against the Demerged Company even after the Effective Business.
- 17.3 It is northy clarified that if any claims are made or Liability is imposed on the Besulting Company which is (a) exclusive to the Remaining Duraness, the Demerged Company shall indemnify the Resulting Company to the astent of such claim or Liability imposed on the Resulting Company; or (b) common to the Damestic Applicates Business/Duranged Undertaking of the Damesged Company and its Remaining Business. The Busids of the Resulting Company and the Demerged Company shall immutally agree upon the proportion in which such Liability shall be allocated between the Resulting Company and the Damesged Company.
- 17.4 With offices from the Appointed Date and up to: including and beyond the Effective Oute:
  - (2) the Demerged Company shall earry on and shall be deceased to have been carrying on all business and notivities relating to the Kennaming Rayliness of the Demerged Company for and on its own behalf;
  - (b) all profits according to the Demorged Company or losses arising or incurred, by it (including the effect of tones, if any, mercon) relating to the Remaining Business of the Demorged Company shall, for all purposes, be treated as the gratity in losses, as the case may be, of the Demorged Company; and
    - all assets and properties acquired by the Domergad Company on relation to the Remaining Business of the Demerged Company on and after the Appeinted Date shall belong to and continue to remain vested in the Domergad Company.

## WRONG POCKET ASSETS

If any part of the Demerged Undertaking is not transferred to the Resulting Company on the Effective Date pursuant to the Demerger, the Demerges' Company shall take such actions as may be reasonably required to ensure dial such part of the Demerged. Indemaking is transferred to the Resulting Company promptly and for no additional consideration.

18.2 If the Damerged Company realizes any american often the Effective Date that to part of the Demerged Undertaking, it shall immediately make payment at so

Fage 45 of 73

amounts to the Resolving Company. It is clarified that all receivables relating to the Domergod Undertaking, for the period prior to the Effective Date, but received after the Effective Date, relate to the Demorgod Undertaking and shall be paid to the Resulting Company for no additional consideration. If the Resulting Company collects any amounts after the Effective Date that pertains to the Remaining Business of the Demorged Company, the Resulting Company shall immediately pay such amounts to the Demorged Company.

# PART E - AMALGAMATION OF THE AMALGAMATING COMPANY WITH THE RESULTING COMPANY

# AMALGAMATION OF THE AMALGAMATING COMPANY WITH THE RESULTING COMPANY

- 19.1 Upon the coming into effect of this Schemourne with effect from the Appointed Date, the Amalgameting Undertaking of the Amalgameting Company shall, subject to the provisions of this Clause 19 in relation to the mode of transfer and vesting and potential to Sections 230 to 232 of the Act read with other tides and provisions of the Act and Section 2(13) of the income Tax Act, 1961 read with Income Tax Rules, 1962 and all other applicable provisions of Applicable Laws for the time being in force, without any further act, instrument or dead, be and stand transferred to and vested in the Resulting Company as a going section so as to become as and from the Appointed Date, a part of the Resulting Company.
- 19.2 Without prejudice to the generality of Clause 19.1 above, upon the Scheme becoming effective and with effect from the Appointed Date, in respect of such of the assets and properties of the Amaignmating Company as are movable in nature and/or otherwise capable of transfer by manual or constructive delivery and/or by endorsement and delivery, the same shall stand transferred by the Amaignmating Company to the Resulting Company pursuant to the provisions of Sections 230 to 222 read with other relevant previsions of the Ass without requiring any deal or instrument of conveyance for transfer of the same, and shall become the property and easest of the Resulting Company.
  - Without projudice to the generality of Clause 19.1 and in respect of muvable assets of the Arralgameting Company other than those dealt with in Clause 19.2 above, including but not limited to sundry deets, actionable claims, earnest medics, receivables, bills, credits, loans, advances and deposits with any Governmental pathorities or any other Persons and or customers, if any, whether recoverable in or in kind or for value to be received, bank balences, etc. and any Bouttabrang's preated over any such asset for the benefit of the Amalgamating Company, the said of the Amalgamating Company, the said of the Amalgamating Company.

Page 45 of 71

shall matwritistanding whether mere is any specific provision for transfer of credits, assets or refunds under the Apphicable Laws, wherever explicable) stand transferred to and vested in the Resulting Coropany, upon the Scheme becoming effective and with effect from the Appointed Date, without any notice or other intimation to any Person, in province of the provisions of Sections 230 to 232 eval with other relevant provisions of the Act, to the and and intent that the right of the Amalgamating Company to receive or realize the same stands transferred to the Resulting Company, and that appropriate entries should be passed in their respective books to corold the aforesaid change, without any notice or other intimation to such deleters, depositors or Persons as the case may be. The Resulting Company may, at its an eatherstand but without being obliged, give notice in such form as it may doesn fit and proper, to such Person, as the case may be, that the said debt, receivable, bill, credit, from actions or deposit shocks transferred to and vested in the Resulting Company as the person satisfied or made good or held on secount of the Resulting Company as the person satisfied thereto.

- 19.4 Without prejudice to the generality of the foregoing, all assets, extent, rights, tirls, remedies, interest, rights of action, investments and authorities held or deemed to be held by the Amalgamating Company as an the Appeired Date, not otherwise specified in Clauses 19.1, 19.2 and 19.3 above and whener or not included in the brooks of the Amalgamating Company (as the case may be), shall also, without any further set, instrument or dead stand templificated to and vested in and/or be desired to be transferred to and vested in the Resulting Company upon the coming into effect of this Scheme and with effect from the Appairted Date, pursuant to the provisions of Sections 230 to 232 of the Act and all other provisions of Applicable Law, if any
- Without prejudice to the generality of the foregoing, upon the coming into effect of this Solteme and with effect from the Appointed Date, all the rights, title, interest and claims of the Amalgamating Company in any immovable properties (i.e. land together with the buildings and structures standing thereon or under construction) including these specifically stipulated in <u>Schedule I</u> (whether freshold, lessabeld, leave and licensed or otherwise) and all downsents of title, rights and vascements in relation thereto, shall, purvaint to Sections 200 to 202 of the Act read with other relevant provisions of the Act without any further act or deed, be transferred to and vested in or be deemed to have been transferred to or vested in the Resulting Company on the same terms and conditions, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/or financial institutions. The more while properties forming part of the Amalgamating Undertaking and all rights and antitionents thereto shall stand more formed to the Resulting Company pursuant to the Scheme by way of a separate conveyance or agreement without promagn of separate constaktantion. Each of a chi interestable properties, only for the properties.

Tage 47 of 71

other

stomp duty, shall be deemed to be conveyed at a consideration being the fair market value of such properties. The Resulting Company shall be entiated to exercise all rights and privileges attached to the offersaid inmovable properties and shall be liable to pay the rear and taxes and fulfil all obligations in relation to or applicable to such immovable properties. The tolevant authorities shall, grant all elementes/permissions, if any, required for coubling the Resulting Company to absolutely own anchor enjoy the monovable properties in accordance with Applicable Law. The monation or substitution of the tile to the interpretation in the name of the Resulting Company by Governmental Authorities pursuant to the sanction of this Scheme and upon the Scheme becoming effective in accordance with the terms become

34

- 19.6 All assets, estate, rights, title, interest and authorities accrued to and/ or acquired or deemed to have accrued and / or acquired by the Amalgamating Company after the Appointed Date and prior to the Effective Date shall also stand transferred to and visital or be deemed to have been transferred to or vested in the Resulting Company upon the coming into effect of this Scheme without any further act, instrument or deed so as to become as and from the Appointed Date, the estate, assets, rights, title, historists and authorities of the Resulting Company.
- 19.7 For the evolutions of doubt and without projudice to the generality of the foregoing. it is expressly clarified that upon the coming into effect of this Scheme and with effect from the Appointed Date, all parmits, Econoca, commissions, right of way, aptrovals, clearances, consents, substitus, benedits, income tax benedits and exemptions, tax incentives/ concessions, registrations, entitlements, evedits, carbificates, awards, sanctions, allotteents, quotas, no objection conficates, examplisms, grants, okims, appeial status, correctations and other herefits or privileges issued to or granted to or enjoyed or conferred upon or held of availed of or executed in favour of the Amalgemating Company, and rights therete and #4146 benefits that have accrued or which may accrue to the Annalysmating Company, whicher before or after the Appointed Date or whether registered or renegistered, all other rights, exemptions and populies including but not limited to those acquired by the Amalgemating Company on or after the Appointed Date stong with all rights of commercial nature including attached goodwill, title, interest, quality cartifications and approvals, trademarks, trade names, service marks, copy rights, docusin assure, designs, trade secrets, research and studies, technical knowhow and all such other ndustrial or intellectual property rights of wherever nature and all offer intellect elaring to the goods or services forming part of the Amelgamating Company 📆 the benefit of all statutary and regulatory permissions, environmental appropriately consents, registration or other libenses, and consents acquired by the Amalganaging

Page 48 of 71.

Company shall be transferred to and vested in or deemed to have transferred to or vested in the Resulting Company and the concerned licensors and grantors of such approvals, clearances, permissions as as to empower and likelitate the approval and vesting of the Amalgamating Company in the Resulting Company and contamistion of operations forming part of Amalgamating Company in the Resulting Company and contamistion of operations forming part of Amalgamating Company in the Resulting Company without hindrance and that such approvals, clearances and permissions shall remain valid, officerive and enforceable on the same terms and conditions and in full forces and office in fascur of or against Resulting Company, as the case may be, and may be enforced as fully and effectively as if, instead of the Amalgamating Company, the Resulting Company had been a party or bandicious; or colleges thereto.

- 19.8 In so far as various incontives, subsidies, ecomptions, all direct and indirect tax related henefits, including goods and services tax benefits, income tax holiday/ bruefit/ lesses and other henefits or exemptions or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of by the Ameligamating Company site sendented, the same shall, without any further act, instrument or dead, yest with and be available to the Resulting Company on the same terms and conditions as if the same had been allotted end; or granted and/ or sendenced and/ or allowed to the Resulting Company.
- Upon coming into effort of this Scheme, the experience, past track record, qualification orienta and aredevirals of the Amalgumating Company in manufacturing and supplying the products / services thereof to various customers, authorities, agencies, departments and cleans pertaining to its business (for the purpose of eligibility, standing, evaluation and participation in existing and future bids, tenders and contracts with various customers, authorities, agencies, departments, clients, etc.), shall be deemed to be the experience, past back record, or alliestion orders and productives of the Resulting Company.

All cheques and other negotiable instruments, pay orders, electronic fund transfers (like NEFT, R. 618, etc.) received or presented for escasionant which are in the name of the Amazganating Company after the Effective Date, shall be deemed to these been in the name of the Resulting Company and credited to the account of the Resulting Company. If presented by the Resulting Company or received through electronic transfers and shall be accepted by the relevant bankers and credited to the accounts of the Resulting Company.

Lagin i

TRANSFER OF LIABILITIES

Page 49 of 71

- 19.11 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all Liabilities of the Amalgamating Company, whether provided for or not in the 2008 of seconds or disclosed in the balance sheet of the Amalgamating Company, shell without any further act, instrument or deed by and stand transferred to and vested in and be discussed to have been transferred to and vested in to the Resulting Company and the same shall be assumed by the Resulting Company to the extent that they are obtaineding as on the Affective Onto so as to become as and from the Appointed Date (or in case of say Liability incorred on a date affect the Appointed Date, with effect from such date), the Liabilities of the Resulting Company, on the same terms and conditions as were applies to the Amalgamating Company, which the Resulting Company indertakes to meet, discharge and satisfy. 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 Liabilities have arisen in order to give effect to the previsions of this Clause.
- 19.12 Without prejudice to the generality of the foregoing, in so far as leans and borrowings of the Amalgamating Company are concerned, the loans and borrowings and such amounts pertaining to the general and multipropose loans, and Liabilities, if any, which are to be transferred to the Resulting Company in terms of Clause 19.11 heroof, shall, without any further out, instrument or deed, income loans and nonewings of the Resulting Company and all rights, recovers chales and obligations in relation thereto shall stand transferred to and vested in and shall be downed to be transferred to and vested in and shall be downed to be transferred to and vested in and shall be downed to be transferred to and vested in the Resulting Company as if it had entered into such loans and incurred such borrowings. Thus, the obligation to redeem or repay such Liabilities shall be that of the Resulting Company.
- 19.13 Where any of the Liabilities and obligations of the Amalgarianing Company in on the Appointed Data desired to be transferred to the Resolting Company, have been partially or fully discharged by the Amalgariating Company after the Appointed Data and prior to the Effective Data, such discharge shall be desired to have been the Amalgariating Company and all Liabilities raised/incurred by the Amalgariating Company on or offer the Appointed Data and prior to the Effective Data shall be deemed to have been mixed/incurred for and on behalf of the Resulting Company and to the extent they are obtaining on the Effective Data, shall also without any further set, instrument or deed be and stand treasformed to said be deemed to be transferred to the Resulting Company and shall become the Liabilities of the Resulting Company.

Leans, advances and other obligations (including any guarantees, letters of comfort or any other instrument or arrangement which may  $\hat{M}^{*}$  of

Page 50 of 71

Estility including a contingent liability in wherever form). If any, due on the Effective Date between the Amalgamating Company and the Resulting Company shall automatically small discharged and come to an end and there shall be no Estility in that behalf an eather the Amalgamating Company or the Resulting Company and on appropriate effect in this regard shall be given in the books of account and records of the Resulting Company.

#### ENCUMBRANCES

- 19.13 The transfer and vesting of the assets comprised in the Amolganianing Undersking to and in the Resulting Company upon the conting into effect of the Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinoften provided.
- 19.16 All the existing Promobionors, if any, existing prior to the Effective Date over the assets of the Amalgamating Company shall, after the Effective Date, without any former set, instrument or deed, continus to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date. Provided that if any of the assets of the Amalgamating Company have not been Enoughborse in respect of the Liabilities, such assets shall remain mencumbered and the existing Enoughrance referred to above shall not be extended to and shall not precate over such assets.
- 19.17 Any reference to the Amalgamating Company and its assets end properties in any security discourse at constraing ements to which the Amalgamating Company is a party shall be constrained as a reference make Respling Company and the same assets and properties of the Amalgamating Company which shall be transferred to the Basalting Properties of the Amalgamating Company which shall be transferred to the Basalting Properties of the Scheme. Without any prejudice to the provisions of the Property by virtue of the Scheme. Without any prejudice to the Property Clauses, filing of the contilled copy of the order of the NCLT sanctioning this Scheme with the Register of Companies shall be deemed to be sufficient for modifying or creating the charges in favour of the secured wediters of the Resulting Company may enter into and execute such other deals.

  The charge, the Resulting Company may enter into and execute such other deals, because did including the filing of necessary particulars and/or mudification(s) of charge, with the Registrar of Companies to give formal effect to the provisions of this Clause and foregoing Clauses, if required.

8 The Scheme shall not operate to enlarge the security of any loan, deposit or facility erected by or available to the Amalgamating Company which shall vest in the Resulting Company by virtue of the Scheme, including farther gypidance of draint and no withstanding anything contained barein, that the language shall be

Page 51 of 71

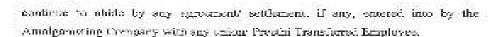
- countried to any at the assets of the Restraing Company, unless efferwise agreed to by the Resulting Company with such secured codifiers, if any.
- 19.19 Subject to the necessary consents being obtained, if required, in accordance with the terms of this Schores, the temporary provisions shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any scenarity documents, all of which instruments, deeds or writings shall be deemed to have been modified and/or supersoded by the foregoing provisions. The absence of any farmed amendment which may be required by a lender or treatee or third party or any Person shall not affect the operation of Clauses 19.11 to 19.19.
- 19.20 It is expressly provided that, save as mentioned in this Schume, no other form or condition of the Liabilities of the Amalgamating Company transferred to the Resulting Company as part of the Scheme is modified by virtue of this Scheme except to the extent that such amandance, is no used by necessary implication.
- 19.21 Upon this Scheme becoming effective, the borrowing limits of the Resulting. Company, in terms of Section 180(1)(c) of the Act, shall without any further set, instrument or deed, stand enhanced by all Liabilities of the Annalgameting Company transferred to the Resulting Company, such limits being incremental to the existing limits of the Resulting Company, with effect from the Appointed Date.

## 20. EMPLOYEES

On the Scheme becoming effective, all temporary and permanent couployees of the Amalgamating Company in service as on the Effective Date ("Presthi Transferred Employees") shall be deemed to have become employees of the Resulting Company with effect from the Appointed Date or their respective joining date, whichever is later, without any interruption or break in their service and on the bests of combinary of service, and the terms and concitions of their employment with the Resulting Company shall not be less few combinating Company as on the Effective Date. The Resulting Company agrees that for the purpose of payment of any compensation, gratuity and other terminal benefits, as applicable, to the Preethi Transferred Employees, their past services with the Amel gamating Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.

If is climified that save as expressly provided for it, the Schome and subject to Climic [30]. The Preschi Transferred Employees who become the camployees of the Spanishing Company by virtue of this Scheme, shall be untilled to such employment policies and shall be entitled to avail of such schemes and benefits, as many be descended by the Resulting Company. The Resulting Company works holds.

Page 52 of 71



2003 It is expressly provided that, on the Scheme becoming effective, in so far as the provident field, gratuity fund, contribution towards employees state insurance, supersummation fund, extirement fund or any other special find or trusts or benefits, If any, created or existing for the benefit of the Preethi Transferred Employees. (sollactively referred to as the "Presthi Funds") are concerned, all the contributions. made to the Proothi Funds for the benefit of the Preethi Transferred Employees and the buyestments mode by the Proothi Funds in relation to the Proothi Transferred Higgsbayers shall be transferred to the Resulting Company and shall be held for the burefit of the concerned Preethi Transferred Employees. In the event the Resulting Company has its own funds in respect of any of the Preetin Funds, such contributions and investments shall, subject to the necessary openwals and penglasious and of the discretion of the Resulting Company, he transferred or merges with the similar/relevant funds of the Resulting Company. In the event that the Resulting Company does not have its own finids in respect of any of the above or if decirial. appropriate by the Resulting Company, the Resulting Company may, subject to accessary approvals and permissions, maintain the saisting, finds separately and quatribute thereto until such time that the Resulting Company creates its own funds, at which time the Preethi Tunds, investments, contributions and liabilities pertaining to the Preechi Transferred Employees shall be transferred to the funds created by the Resulting Company.

20.4 Farther to the transfer of Precibi Funds as set out in Clause 20.3 above, for all purposes whithsoever in relation to the administration or operation of such flute 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 must deeds, schemes, bye-laws etc. If any, all rights, duties, powers and obligations of the Amalgamating Company as on the Effective Date in relation to such fund or funds shall become those of the Resulting Company. It is clarified that the services of the Precibi Transferred Employees will be treated as having been continuous for the purpose of the said Precibi Funds.

In addition to any other fined (incit doing any fixeds set up by the Government for employee basefuls) created or existing for the benefit of the Preschi Transferred Employees, the Resulting Company shall stand substituted for the Antologomoting Company, for all purposes whatseever, including relating to the obligation to make Aconditions to the said funds in accordance with the provisions of such telephones, by laws, etc. in respect of such Prepin Transferred Employees such that all

Page 33 of 21.

the rights, duties, powers and obligations of the Amalgamating Company in edution to such funds shall become those of the Resoluting Company.

#### 21. LEGAL PROCEEDINGS

- 21.3 Upon the seming into offset of this Scheme, a I Proceedings, by or against the Amalgamaning Company, penting on the Effective state, shall not above or be susceptimes; or in my way be prejudicially affected by mason of or by anything contained in this Scheme, but the such Proceedings and be continued, prosecuted and/or unbroad by or against the Resulting Company, as the ease may be, ofter the Effective Date, as effectuably and in the same normer and to the same extent as if the same local beautiful occur instituted by or against the Resulting Company.
- 21.2 The Resulting Company shall have all Proceedings initiated by or against the Amelgamating Company referred to in Clause 21.1 above transferred to its name as soon as is reasonably possible after the Effective Date or amendo), as the ease may be, and to have the same continued, prosecuted and antioxed by or against the Resulting Company.

#### 22. CONTRACTS, DREDS, RTC.

23.1 Upon coming into effect of this Septeme and subject to the other provisions of this Scheme, all Proofsi Confusers to which the Antolgometing Company is a party or deemed to be perty or to the benefit of which the Antolgometing Company is eligible and which are subsisting or having effect on the Effective Octe, shall, nerwithstanding unything to the contrary contained in the situassic Proofsi Contrarts without any further unt, instrument or deed, continue in full force and effect against or in favour of the Resulting Company and may be suffered by our against the Resulting Company as fully and effectually as if, instead of the Antalgameting Company, the Resulting Company had been a party therete. It shall not be necessary to obtain the confect of any third party or other Person who is a party to any Proofsi Contracts to give effect to the provisions of this Clause 22 of the Scheme.

Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Amalgomating Undertaking occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of this Scheme in accordance with the provisions bereaf, at its sale discretion but shall not be obligated to, once into most or issue and or execute deeds, writings, confirmations, arrangements, novations or other documents with or in favour of any party to any contract or exempement to which the fact extracts. Company is a party or any writings as may be assessed to be expected to start of the grevisions of this Scheme. The Result of Provider of the deemed to

Page 54 of 70

be authorized to execute any such deeds, writings or confirmations on helialf of the Amalgamating Company and to implement or carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company to be carried out or performed.

- 22.3 For the avoidance of doubt and without projudice to the generality of the foregoing, in it cladified that topon the coming into effect of this Scheme, all consents, paralisations, licenses, insurance bevers, cartificates, obstances, methodolos, approvals, no-objection certificates, powers of attorney given by, issued to account in Javour of the Ameliganisting Company, including by any Governmental Authority, including the benefits of any applications made for any of the foregoing, shall stand transferred to the Resulting Company as if the same were originally given by, issued to or excepted in Involve of the Resulting, Company, and Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company. The Resulting Company shall make necessary applications to? file relevant forms with my Governmental Authority as may be necessary in this behalf.
- 22.4 Without prejudice to the provisions of Clauses 19 to 22, upon effectiveness of the Scheme, all inter-porty transactions between the Amalgunating Company and the Resulting Company shall be considered as intro-party transactions for all purposes on sad from the Appointed Date. Upon coming into effect of this Scheme, to the calculation that there are any inter-company agreements, contrasts deeds, or other documents as between the Amalgamating Dompany and the Resulting Company shall stand terminated and the obligations in respect thereof shall stand discharged.

## 23. TAXES/DUTIES/CESS ETC.

Subject at all times to Applicable Law:

Upon the course, induction of the Scheme and with effect from the Appointed Date, all tesces including, income-tex in form of advance tax, sort-assessment tax, TDS credit, ax collected at source, withholding tax, asymmus, Goods and Service Tax (CGST, SGST and IGST), duties, case received/ reduced/ paid/ pays/ale by the Amalgamating Company, including all or any reduced/ appet credit/ claims/ 15% losses/unabsorbed depreciation relating thereta shall be treated as the asser/ liability or refunds/ input credit/ claims/ tax losses/ unabsorbed depreciation, as the case may be, of the Resulting Company. For the avoidance of doubt, it is clarified that the exception as compliances (including payment of toses, advance tax, self-assessment tax) TDS credit, tax confected at source, withholding tax payment, maintenance intercedital payments, returns etc.) carried out by the Amalgamating Company of the Relating Effective Data should be considered as adequate compliance by the Relating

Page 55 of 71

Company and the Resulting Company should be considered to have mot its obligations outed the respective tax legislations.

- 23.2 In so far as various incessives, subsidies, exemptions, all direct and induced rax related benefits, including service tax pencils, goods and service tax benefits, income as lockday/ benefit/ losses and other benefits or exemptions or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of by Amalgamoting Company are concerned, the same shall, without any further cet, instrument or door, vest with and be available to the Resulting Company on the same terms and conditions as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to Resulting Company.
- 23.3 The Resulting Company is expressly permitted to revise its file/ tax returns' certificates (netwithstanding that the period for filing/ revising such returns or certificates may have lapsed) including TDS certificates/returns, income tax returns, fif9T cours and other statutory returns and to claim returns, advance tax credits. TDS credits, excise, tax collected at source, service tax credits, set off, sales tax, value added mx, credits for goods and services tax, credit of foreign taxes poid/ withheld etc., if any, on the basis of tax societies of the Amalgamating Company as vested with the Rusulting Company upon the certing into select of this Scheme or as may be required consequent to implementation of this Scheme.
- All text assessment proceedings / appeals of weatsocket nature by or against the Amalgamating Company pending and/or arising after the Appointed Date and relating to the Amalgamating Company shall be continued and/or enforced until the Effective Date as desired by the Resulting Company. As and from the Effective Date, the tracessament proceedings shall be continued and enforced by or against the Resulting Company in the same manner and to the same exactly as would or might have been continued and enforced by or against the Amalgamating Company. Further, the aferementioned proceedings shall reinher above or be discontinued nor be in any way prejudicially affected by treason of the Amalgamation of the Amalgamating Company with the Resulting Company or anything contained in the Scheme.

#### CANCELLATION OF SHARRS

Personant to the transfer by way of demerger of the Demerged Undertaking from the Demerged Company to the Resulting Company personant to and in terms of Part D at this Scheme, the investments held by the Demerger Company in the Amalgamating Company shall be transferred to and vested in and he demand to held took transferred to each vested in the Resulting Company. As a result, prior to small semantion of the Amalgamating Company with the Resulting Company.

Page 56 of 21



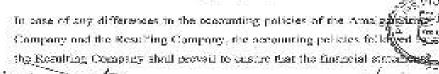
possessor to and in terms of Part E of this Schome, the Resulting Company shall hold. 1009s of the Issued, subscribed and paid-up capital of the Amalgamating Company. Consequently, possessor to the amalgamation of the Amalgamating Company with the Resulting Company, the shall share capital held by the Resulting Company in the Amalgamating Company shall stand cancelled upon the Schome becoming effective, without any further application, act or deed. It is clarified that no new sheres shall be issued or payment made in each of in kind whatever by the Resulting Company in lieu of such shares of the Amalgamating Company.

#### 25. ACCOUNTING TRRATMENT:

(e)

## Accounting Treatment to the books of the Resulting Company

- 25.1 Upon the Scheme personning effective and with effect from the Appointed Date, the Resulting Company shell account for the Amalgamation in its books of accounts in accounting with "Ponling of Interest Method" of accounting as land down in Appointly. C of Ind AS-103 (Business Combinations of entires under common control) notified under Section 133 of the Act under the Companies (Indian Accounting Stocked). Rules, 2015, as may be amended from time to time:
  - (a) The Resulting Company shall upon the Scheme coming into effect, record—the assets and liabilities, if any, of the Amaignmenting Company vested in it gress and to this Scheme, at the respective book values thereof and in the 38th form as appearing in the books of the Amalgamating Company.
  - (b) The identity of the reserves of the Amalgamating Company shall be preserved and the Resulting Company shall record the reserves of the Amalgamating Company in the same form and at the same values as they appear in the financial seatements of the Amalgamating Company.
    - Pursuant to the Amaiganistics of the Amaigameting Congany with the Resulting Company, the inter-company betauers between the Resulting Company and the Amaiganisting Company, if any appearing in the books of the Resulting Company, shall stand concelled and there shall be no finither obligations to that behalf.
  - (d) The surplus/deficit, if any arising after taking the effect of Clause 25.1(a) and Clause 25.1(b) and effect giving the effect of the adjustments referred to in Clause 25.1(a), shall be adjusted in the "Capital Reserve Account" in the financial statements of the Resulting Company.



95

Page 57 of 71

reflect the financial position based on consistent accounting policies.

(f) Financial information in the financial statements of the Resulting Company shall be restated in accordance with the applicable accounting standards.

## In the books of the Amalgumeting Company

25.2 Upon the Scheme being effective, the Arms gamating Company shall stand dissolved without winding-up, and Board of the Arhelgamating Company shall, without wy further act, instrument or deed, be and stand dissolved and there is no accounting treatment prescribed under the Scheme which would have any impact or need to be reflected in the books of the Arnalgamating Company.

### 26. CONDUCT OF BUSINESS.

26.4

With effect from the Appendix Date and up to any mappling the Effective Date:

- 26.1 The Amalgamating Company shell be deemed to have been carrying on and shell carry on its business and arcivities and shell be deemed to have held and should pressessed of and shall held and stand possessed of all its estates, properties, rights, title, interest, authorities, contracts, investments, assets and strategic decisions for and on account of and in trust for the Resulting Company.
- 26.2. Without projection to the generality of Clause 26.1 above, the Amalgamating Company shall exuse its business to be conducted as a going concern, for and on account of aud in four for the Resulting Company.
- All the profits or income arising or accruing to the Amalgamating Company and expanditure or losses (including taxes, if any, neuroing or paid in relation to any profits or income) arising or incurred or solitated by the Amalgamating Company, for the period commensing from the Appearted Date, shall, for all purposes be treated and be deemed to be accrued as the income or profits or losses or expenditure as the case may be of the Resulting Company.

Any of the reality powers, surfor ties or privileges evertised by the Amalgamating Company shall be deemed to have been evertised by the Amalgamating Company for each on behelf of, and in trust for end as an agent of the Resulting Company. Similarly, any of the oidigations, duries and commitments that have been approximate or discherged by the Amalgamating Company shall be deemed to have been undertakent discherged for and on behelf of the Resulting Company.

Page 58 of 71

25.5 The Amalgamazing Company and/or the Resulting Company shall be entirled, pending sanction of the Scheme, to apply to my relevant Isovernmental Authorities or that parties as may be necessary index say Apolicable Law or contract, for such consents, approvals and sanctions, which may be required pursuant to this Scheme and subject to this Scheme is and subject to this Scheme.

#### 27. VALIDITY OF EXISTING RESOLUTIONS

Upon the centing into effect of the Scheme, the proporate resolutions, if any, of the Amulgamating Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and he considered as resolutions of the Resulting Company, and farly such resolutions have any monerary limits approved under the previsions of the Act. of any other applies the assumery provisions, such limits shall be added to the Junits. If any, under like resolutions passed by the Resulting Company, and shall constitute the aggregate of the add limits in the Resulting Company.

#### 28. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the Scheme, the transfer and vesting of the Amalgamating. Undertaking in the Resulting Company as per the provisions of the Scheme shall not affect any transaction or proceedings already concluded by the Amalgamating Company on or before the Appointed Date or after the Appointed Date until the Effective Date, to the end and intent that the Regulaing Company accepts and adopts all sets, deeds and roings done and executed by the Amalgamating Company in respect theorem as acts, deeds and things made, done and executed by an on behalf of the Resulting Company.

## 29. DISSOLUTION OF AMALGAMATING COMPANY

30.

29.1 On the Scheme becoming effective, the Amalgamating Company shell stand a sayolved without being wound-up.

## PART F - GENERAL TERMS AND CONDITIONS

**The f**emontrions of this Part P shall be applicable to Part C. Part D and Part English's Schome . Onless specified otherwise

# INCREASE AND RE-ORGANIZATION OF AUTHORIZED SHARE CAPITAL OF THE RESULTING COMPANY

As an integral part of Scheme, and upon coming into office of the Scheme but priors to the issuance and allotment of shares by the Ros, sting Company to the shareholders, of the Demorged Company, the authorized share capital of the Rossoling (Longlagy,

. Page 59 of 71

shall accountically stand increased, without any firther act, instrument or deed on the part of the Resulting Company, by an amount equal to the authorized share capital of Amalgameting Company. Pursuant to the aforesaid increase in the authorized share capital of the Resulting Company as a result of the Amalgametion and prior to the issuence and alletment of shares by the Resulting Company to the shareholders of the Demarged Company the resultant authorized share espital of the Resulting Company shall be reclassified re-organized to D.R. 1.31,19,30,000 (Indian Rupees One Hundred Thirty One Crore and Ton Lakh) comprising of 9.70,37,421 (Nine Crore Seventy Lakh Thirty Seven Thousand Four Hundred and Twenty One) equity shares of D.R. 10 (Indian Rupees Ten) each and 3,40,60,579 (Thirte Crore Forty Lakhs Sixty Two Thousand Five Hundred and Seventy Nine) Professional Shares (Compulsority Convertible Professions Shares) of D.R. 10 (Indian Rupees Ten) each.

18.2 The expiral clause of the Memorandum of Association of the Resulting Company shall, upon the coming into effect of this Scheme and without any further act, deed, lestougout, resolution or writing he replaced by the following clause:

"The Authorized Share Capital of the Company is 198, 1,71,19,00,000 (indian Rupees One Hundred Thirty One Crore and Ten Lakit) comprising of 9,70,37,421 (little Crore Seventy Lakit Thirty Seven Thousand Four Hundred and Timely One; equity shares of INE 10 (Indian Rupees Ten) each; and 5,40,52,579 (Three Crore Forty Lakit Stay Two Thousand Five Hundred and Seventy Mine) Preference blanes (CCPS) of INE 10 (feet) each, with power to increase or reduce the capital of the Company and to divide the classes in the capital for the time being min several classes and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions in each manner as may for the time heing provided by the regulations of the company and to vary, modify or abrogate my such vights, provileges or conditions in such manner as may be premisted by the Act, or provided by the Act, or provided by the Act, or provided



It is hereby clarified that for the purposes of this Clause 30, the consent of the abgreholders of the Resulting Company to the Scheme shall be deemed to 00 sufficient for the purposes of effecting the above amendment or increase in and reaganization of the authorized share copital of the Resulting Company, and no further resolutions under Section 13, Section 61. Section 64 of the Act or any other applicable provisions of the Act, would be required to be separately passed.

The stamp drop and fees (including registration for) point on the surrorized share capital of the Amalgamating Company shall be utilized and applied to the increased? ontherized share capital of the Resulting Company and those would be not company for payment of stamp duty and/or fee by the Resulting Company (CT)

Page 60 of 71

increase in the authorized share capital to that extent in accordance with Scotion 232(3)(6) of the Act. The Resulting Company shall pay the differential stands duty and five, if any, after setting off the stamp duty and for already paid by the Amalgamating Company on its authorized share capital, as oferessed.

30.5 Pursuant to this Scheme, the Resulting Company shall file the requisite forms with the jurisdictional Registror of Companies in relation to the about item of its authorized share copital.

## 31. APPLICATION TO NCET

- 81.1 PU<sub>2</sub> Provide Acc. Phillips Domestic Appliances shall, with all reasonable dispatch.
  1986 and the all reconstant applications and positions to the relevant NCLT under
  Sections 230 to 232 of the Act and other applicable provisions of the Act, for
  associate of this Scheme and obtain such other approvals, as may be required under
  Applicable Law.
- 31.2 The Companies shall be entirled, pending the effectiveness of the Scheme, to apply to any Governmental Authority, if required, under any Applicable Law for such consents, Reenses, clearances, registrations, approvals on, which the Companies may require to effect the importance contemplated under the Scheme.

## 32. DIVILIRNUS

- 32.1 The Companies shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Bifective Date, as applicable.
- 32.2 Prior to the effectiveness of the Scheme, the hooders of the shares of the Companies shall, save as expressly provided otherwise in this Scheme, common to cross their existing rights under their respective articles of association including the right to excive dividends.

12.3 It is clarified that the aforestaid provisions to respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of any of the Companies to demand or cishm any dividends, which subject to the provisions of the Act, shall be entirely at the discretion of the Roards of the respective Companies, and subject to such approval, if required, of the shareholders of the respective Companies.

## MODIFICATION OR AMENDMENTS TO THE SCHEME

Any modifications: amendments/ additions/ deletions to the Scheme may bely for made with the approval of the respective Boards of each of Pit., Preschi and Philip

Page 61 of 71.

Domestic Appliances. The aforesaid powers of PiL, Proethi and Philips Domestic Appliances to give effect to the modification/ amendments/ additions/ deletions to the Scheme may be exercised subject to approval of the NCTAs or any other Governmental Authorities as may be required under App leable Law. P.L., Preer'n and Philips Domestic Appliances agree that if, at any time, either of the NCLT or any Governmental. Authority directs or requires any modification or amendment of the Scheme, such modification or amendment shall not, to the extent it adversely officers the interests of Pif.. Preethi and Phillips Domestic Applishees, he hinding an PIL, Preethi and Philips Domestic Appliances, as the ease may be, except where the prior written consent of the affected party i.e. P.L. Preathl and/or Phillips Domestic Appliances, as the case may be, has been obtained for such modification or amendment. Subject to any directions given by the NCT/Is, the consent of the shareholders of the Companies to the Schome about to docume to be sufficient for the purposes of affecting any modifications/amondments/additions/ deletions to the Scheme in apportiance with the terms hereof.

- 53.2 Subject to approval of the NCLTs or any other Governmental Authorities as may be required under Applicable Law, the Companies (setting through the firespective Boards) may, in their full and absolute discretion, jointly and as mutually approximwriting, modify, vary or withdraw this Scheme prior to the Effective Date in any mediaer solarly tinte.
- 33.3 On reversion, withirawal, or cancellation, this Schools shall stand reveked, withdrawn, campelled and he of no effect and in that event, no rights and liabilities whatsoever shall accrae to or be incurred inter-se between the Companies or their respective shareholders or creditors or employees or any other Person save and except in respect of any set of door done prior thereto as is contemplated hereunder. or as to any right, liability or obligation which has arisen or accrued pursuent thurstosuch which shall be governed and be preserved or worked out in accordance with the Applicable Law and in such case, each party shall been its own costs unless otherwise multially agreed.

Subject to approved of the NCLTs or any other Governmental Authorities as may be required under Applicable Law, the Companies (acting through their respective Boards), may, in their full and obsolute discretion, jointly and as mutually agreed unwriting determine jointly whether any asset. liability, legal or other proceedings pertains to the Arnalgamating Company and/or the Demorged Univertaking or not. on the basis of any evidence that they may deem relevant for this purpose, provided Shat any such determination if required to be made after the receipt of sanction by

ACLT(s) on the Scheme and upon the coming into effect of the Scheme

Page 52 ct. 7

be done by the joint and mutual written agreement of the respective Boards of the surviving Companies i.e. the Demerged Company and the Resulting Company.

#### 34: SHARRIVSERVICES AND IT INFRASTRUCTURE:

- 34.1 Immediately upon the Scheme brokening effective, the Demerged Company and the Resulting Company shall enter into shared services agreements in relation to the use by the Resulting Company of office space, infrastructure facilities, information technology services, security personnel, legal, administrative and other services of the Demerged Company on such terms and conditions as may be mutually agreed in writing between the Demerged Company and the Resulting Company.
- 34.2 The Domestic Appliances Business of the Damerge, Company and the Ainalgamoting Company and the Ranairing Business of the Demorged Company are w destriken using an integrated information to x-hology infrastructure i platform: that is evened by or has been licensed to the Hemerged Company and the Amalgaranting Company by third parties. Such inframation recovalegy intrastructure / ptatform is further intograted with the technology platform at a global. level between various Philips group of companies for placement of orders and generating involces. For the purposes of this demenger, the information technology infrastructure / platform has to be duly segregated amongst the Domestic Appliances Business to be transferred to and vested in the Resulting Company under this Scheme and the Remaining Dusiness of the Demerged Company, Suggestful segregation and running of the information technology infrastructure / plauform iscritical to the operations of the Domestic Appliances Business and for the Domestic-Appliances Ensiness to raise invoices on its castomers (\*IT Infrastructure Headliness"). It pan filling of this Scheme, the Demerged Company and the Resulting : Company shall take necessary steps in order to separate the information technologyinfrastructure / platform such that the Demerces Commany and the Resulting Company are alse to undertake meir respective husinesses without interruption.

#### 35. CONDITIONALITY AND REFECULVENESS OF THE SOREME.

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

The Selective being approved by the respective requisite majorities of the various coasses of shareholders and/or creditors (as applicable) of each of PLL, Proofbi and Philips Domestic Appliances as required under the Act and as may be directed by the NCLT(s) or any other competent authority, or dispensation having been received from the NCLT(s) in relation to obtaining such approval from the members and/or creditors, and the regards to orders of the NCLT s being obtained in this regard:

Page 63 of 71



- (b) such other approvals and senctions including sanction of any Governmental.
   Authority as may be mandatorily required by law in respect of the Schome, being obtained;
- (a) the cospective Boards of the Demerged Company and the Resulting Company having pessed a resolution confirming IT Infrastructure Readiness;
- (d) the Scheme being sanctioned by the NCLT's in terms of Sections 230 to Section 330 and other relevant provisions of the Act;
- (b) ecourtonee of the Appointed Date; and
- (f) the cartified copies of the sanction order(s) of the NCLT's approving this. Scheme being filed with the relevant Registrars of Companies having jurisdiction over the Companies.
- 55.2 The Scheme shall be effective from the Appointed Date but shall be operative from the Effective Date, it is clarified that sequentially, the Scheme shall come into effect Part-wise such that,
  - (a) the reorganization of the abate espital and accounting premium reserve account of Proethi shall be given effect to as the first step in the manner provided in Part C of the Scheme;
  - (b) the demerger of the Demerged Undertoking of the Demerged Company into the Resulting Company, on a going concern basis, and consequent reduction of the share capital held by the Demerged Company in the Resulting Company and issuance of equity shares by the Resulting Company to the shareholders of the Demerged Company as consideration for the Demerger, in the manner set out in Part () of the Scheme, shall be given effect to as the second step; and

the amalgametion of the Amelgamating Company into the Resulting Company and consequent dissolution of the Amalgamating Company and the cancellation of equity shares of Amalgamating Company bold by the Resulting Company, in the manner as, out in Part E, shall be given of set to as the last step.

5.3 Without prejudice to the provisions of Clause 35.2, all Parts of the Schemu shall be accorded to have come into effect and implemented simultaneously, upon the coming

gito effect of the Schemin

REMOVAL OF DIFFICULTIES

Page 64 of 21.

legat Salti

Subject to suproval of the NCLTs or any other Governmental Authorities as may be required under Applicable Law, the Companies (which shall subsequent to the effectiveness of the Schume mean the surviving Companies i.e., the Demorged Company and the Resulting Company), acting through their respective Boards, may, in their full and absolute discretion, jointly and as namedly agreed in writing:

36.1 give such directions (acring jointly) and agone to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties, ambiguities and errors or to octals any questions arising under this Scheme, whether by reason of any orders of NCLT(s) or of any directive or orders of any Governmental Authority, under or by virtue of this Scheme in relation to the strangement contemplated in this Scheme and or matters conceeding or connected therewith or in regard to the meaning or interpretation of this Scheme or implementation thereof or in any matter whotsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to worke any of those to the extent parmissible under Applicable Laws and

36.3 du all such acts, deeds and things as easy be necessary, desirable or expedient for carrying the Scheme into effect.

## 37. SEVERABULITY

37.1. This provisions contained in this Scheme are inext-toolity litter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme was all some into effect only if the Scheme is approved in its entirety unities specifically agreed otherwise by the respective Boards of each of the Companies.

Subject to Clause 37.1 above, if my part of this Scheme is invalid, roled illegal by saty Governmental Asthority or membereable under the present or fixure laws, then subject to the decision of the Boards of each of the Companies, such part shall be soverable from the remainder of this Scheme and shall not affect the validity or implementation of the other parts and/ or provisions of this Scheme, 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 a modification in this Scheme, including but not limited to such part.

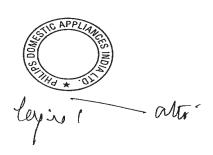
### 38. COSTA, CHARGES & EXPENSES

All costs, charges and expenses (including, but not limited to, any tases and duties, stamp duty, registration charges, any other related cost etc.) of /psyable by the geometries in relation to or in connection with the Scheme shall be beginned to be compenses as may be mutually agreed by the respective Business.

181

\*\*\*\*\*\*







Lair Mt

Page 66 of 71

## SCHEDULE 1

# Details of Immovable Properties of the Amalgamatine Company

# A. Owned Properties

all the	500 ST 18 18 18 18		
L.	Chemei – Thalambur	Natham Ekster Read, Chengsipa Manufactorica	41,500
		(TK), Kancheopurare District	Poet Deed
	To the second		

## R. J. cased Properties

l.	Alumriched	Muliki senter, NR Sake India, Ashram Road		01:12:2019	Jov11/2026	Office	220
2.	Birobene altw ar	Unit No. 2, Plot No. 137(C), 2nd Floor, Ashok Negar, (Bohind Khadi Nikstan)	Khattoi	00/11/2019	31/110/2022	Office	350
1.	Changamache my	Alphonsa Hospital Rusci	Scaria Jose	91/09/7070	31/07/2021	Office	240
ч.		334, Old Mahabelipuram Roed, , ShonLingspaller,	Futura Tochprok Private Lid	10/03/2019	\$1/03/2022	KMfflac	;0,83
		334, Old Mahabaöpuran Road, . Shorilinganallur.	D00000 1000	06/11/2018	15/13/2021	Office	5,899

Page 67 of 71

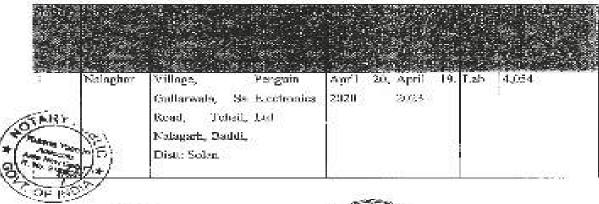
6.	Chenna <sup>2</sup>	Thaivur D	ASV	01/01/2019	31/12/2029	Manufacturing	70,646
	Tosiyor,	Village, Changelput	Constructions Pvt. Ltc.				
		Taluk,					
	1	Kanchipuram District, Tamil					
		Nadu Tamit					
20	Chennoi	8.80803.4089860 (	Govindan,R	01/01/2013	31/04/2022	Maguiacturing	12,000
	Mix.c I and I	I. Thazhamour				77	
		Natham Village. Kanchipurara					
		District				6 6 3	
	Caennai -		Damodharan	01:01/2013	10/09/2021	Momifacturing	:5,000
	Mixis II	113/13, 113/14,					
	1	Thazhambur Natham Village,					
		Kanchipuram					
		District				j 8	
5.7	Hyderabad	Dismond	A.	3 2/04/2016	11/04/2022	Office	700
	}	Towers, 1-1-	Subramanyan	0	l.	8	
	Ť.	37/38. Se a mderebad					
		Se a moscapau				l .	
10.	Keelé	Gowland	Januard anon K	01/08/2020	30/04/2021	Office	450
		Buddieg, M.G.		Y .			
	i	Road, Coshin			:		
13.	Madurai	S.S. Colony	KAS.	15/08/2018	14:08/2621	Office	1,500
			Dhanasskaren				
12)	Mombs.	Office No. 201,	Gopal	01/09/2020	31/07/2021	Office	3.50
		Anupam Soc	1000000 mile	11000000000000000000000000000000000000		257224025	N
<b>32</b> 1		Building No. 1,	Prajapati		İ		
	The Control of	Torcel Arcad,					
*** *	1900/1/	I.B.S. Marg.					ñ
9	TNOVE	Ghatkopar				ł.	
-		(Westi,			3 2330		
				1/2	1 3 1 3 1 3 1 3 1 3 1 3 1 3 1 3 1 3 1 3	6 4 A21	-
	(Ž(	)劉 / · · · ·	It-	L W		Paris	Section 1
	12/	187 "(D) 141	2 57474	30	and with	7.7.7.7	100

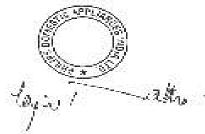
13.	Pane		k Manian I Madhukar O Malke	16/12/2017 1N12/3030	Office	1,900
14,	inchy	Mextural Road	Congretion of St Anne Tree:	01/06/2020 30/04/2021	Office	211

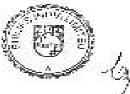
# SCHEDULE 2

# Details of immovable Properties of the Domerged Lindertaking

# A. Leased Properties







Gir - Me

Eege 69 of 71

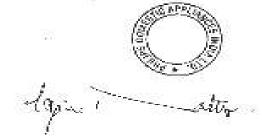
# SCHEDULE 3

List of registered DA Intellectual Property owned by the Demorged Company and pertaining to the Domostic Appliances Susiness

# A: List of Designs

1.	32/02/2013	751894	PIL	Dry Iron 67/00/2015	National Procedure Registered
28	69Kry/2014	261361	PUC	Base 27/04/2015 Unit of Mixer Crinder	National Procedure - Registered







lagent - coky.

Page 20 of 71.

<u>SCHROULE 4</u>

List of proceedings of PIL pertaining to the Domestic Appliances Business

1.	CC 490/2019	Harbhajan Singh Virk	Patialz District Communics, Punjab	Consumer Marrer - Iron	There was an observation made in the investee by the retailer increasing the value of the product from the Maximum Read Price. Matter pending before your.
2	CC 302/2018	Sangoeta	Lucknow-I Discret Commission. Uttar Pradesh	Consumer Matter Juicer and Soun Maker	The Complainan: ha alleged that the Juicer and Saup Mainer is defective Pvidence by the complainant is awarded Matter pending before court.
S. R. R. C.	CC 1165/2015	Jzi Sharms	Joipur-I District Loromission Rajasthan	Consumer  Motter -  Moter  Grander	Philips has entered in to an out of court settlement with complainant for INS 2300. Court not accepting the settlement till the time the complainent does no withdraw his complain efficially from court Matter pending before court.

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF PHILIPS INDIA LIMITED ("COMPANY") AT 11'S MEETING HELD ON FRIDAY, SEPTEMBER 11, 2020, VIA VIDEO CUNFERENCE, DEEMED TO BE HELD AT STIR FLOOR, 9B, DLF CYBER CITY, GURGAON IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 232(2NC) OF THE COMPANIES ACT, 2013

## 1. Background

- The proposed composite scheme of arrangement amongst the Company, Proethi Kitchen Appliances Private Limited ("Preethi"), Philips Domestic Appliances India Lemited ("Philips Domestic Appliances") and their respective shareholders involving (I) re-organization of the issued and rund-up share capital and securities premium reserve account of Preethi by way of reduction In the face value of the fully paid up equity shares and reduction of the accurities premium reserve account of Preethi; and record of the amounts so reduced to the shareholders of Premit on a proportionate basis. Further, the remaining amounts in the securities premium reserve account shall be partly adjusted against the balance in the profit and loss account of Prosthi to enter also write off the not accumulated losses of Preethi. Subsequently, the authorized, issued, subscribed and paid up share capital of Preeth will be re-organized (collectively, the "Propused Reorganization"), (ii) transfer of the domestic appliances business undertaking of the Company including its investment in Precilit, on a going concern basis, by way of demerger to Philips Dontostic Appliances; reduction of share capital held by the Company in Philips Damestic Applicances and assurance of equity chares by Phillips Domestic Appliances to the shareholders of the Company ("Proposed Demerger"), (iii) reduction of the initial share capital of Philips Domestic Appliances held by the Company, and (iv) amalgametem of Preeth into Philips Domestic Appliances; dissolution of Preesh, without winding up; and the cancel lation of equity shares of Preeshi that would be held by Philips Damestic Appliances consequent to the Proposed Demerger ("Proposed Armiganuation", collectively with the Proposed Domerger and Proposed Reorganization referred to as the "Proposed Restructuring"), and all other matters consequential or otherwise integrally connected therewith ("Soberne"), was approved by the board of directors of the Company ("Board") vide a resolution passed in its meeting dided 11 September
- 1.2. As per Section 232(2)(c) of the Companies Act, 2013 ("Ast"), the Board of required to adopt a report explaining the effect of the Scheme on each class of shareholders, key malkagerial personnel, promoters and non-promoter shareholders of the Company laying out in particular the share exchange ratio, specifying any special valuation difficulties and such report is required to be carculated to the circulars and shareholders of the Company along with the matice convening their respective questing(s). Thus report ("Report") has accordingly been prepared in pursuance of the above transfored requirement under the Act.

Philips India Limited
CN No HIB VOIWING VOPD 1005665
All Finds, DLF 9: 8, DLF Cyber Chy, OLF Phase-1, Guiugrach - 122ur Badta
Tel - 121 174 450000 Fax: - VII 131 4505665 www.philips.com

Pegistered CIPICE Jid Floor, Tower A. Di P. IT Resk, 08 Stock A4, Mejor Arteriot Road New John (Rejectal), Rolled A. 700126, West Bengal India

# DHILIPS

- 13. A draft of the Scheme and the following documents were circulated to the Board and were dufy adopted:
- Reports recommending the share entitlement ratio in respect of the Proposed Domenger.
  - Report dated September 3, 2020 issued by Price Waterhouse & Co 1.1.P. (having Firm Registration No 016844N); and
  - Report direct August 28, 2020 issued by Ma. Bhavita Garg (having ICA). Membership No 524347 (BB) Registration IBBURY/05/2019/10677 and ICMAL RVO Membership No. ICMAL RVO/S&FA/000291.
- Report dated August 28, 2020 issued by Ms. Bhavna Garg (having ICA) Memborship No. 524347, IRBI Registration No. IRBI/RV/05/2019/10677 and ICMAL RVO Membership No. ICMAL RVO/S&PA/00029) on assessment of the Proposed Reorganization unifer the Scheme.
- (iii) Draft certificate from S.R. Bathbol & Co. LLP, 301063E /E300005, the staturory auditors of the Company, certifying that the accounting treatment is: the draft Schonic is in accordance with the accounting standards and applicable.

### Rationale for the Scheme

- 2.1 Preothi has more capital than it can profitably employ and the capital is insurplus to its requirements. This has given rise to the need to return the excess capital and readjust the relation between capital and assets and to accurately and fairly reflect the assets and limbilities of Preethi in its books of accounts. Therefore, the Proposed Re-organization is being juidentaken to give a true and fair view of the books of accounts of Preethi and to reflect its assets and habilities at their real value and maximize its business value;
- 2.2 Presently, the Domestic Appliances Business (as defined in the Scheme) of the Company is housed in the Company and Proethi. Pursuaps to the Scheme, the Domestic Appliances Business of the Company will be acparated and ransferred into Philips Domestic Appliances by way of (A) the Proposed Demerger, and (B) the Proposed Amelyametern. This segregation of the Domestic Appliances Business is being undertaken in line with the global separation plan of the Philips group to improve efficiencies of the radividual. business divisions:
- The restructuring will help the Company to consulidate its Domestic Applifitions Business to India into one entity (being Philips Domestic Appliances), leading to increased focus, alignment and operational officiency. It will enable the management to position itself better to capture growth

Philips India Limited

This is a street of the control of t

Registered Office. Now Town (Rejainal), Kniveta - Zurjiso, West Bengel, Viola

# DHILIPS

opportunities, achieve cost synergies, be closer to quatomers, adapt more quickly to evolving customer needs and enable decisive investments in the fature of the Domestic Appliances Business.

- The Proposed Demerger will enable the Company to focus on and enhance its Remaining Business (as defined in the Scheme) by streamlining its operations;
- As independent companies with dedicated, focused and lean management structures, both, the Company as well as Philips Domestic Appliances will be able to make appropriate investments to boost growth and drive profitability, ultimately generating significantly more value for their customers, employees and shareholders:
- 2.6 Both the Company and Philips Domestic Appliances will be able to attract different acts of investors enabling them to solve investments that best sud their strategies and risk profiles. This wall also create an optubum structure for magetization in future of the Domestic Appliances Business so separated and consolidated; and
- Procthi and Philips Dumestic Appliances are wholly owned subsidiaries of the Company The Company is a subsidiary of Konjinklipke Plutins N.V. which hulds %.13% of the total issued and paid up share capital in the Contrary with the remaining 3 87% of the total assued and paid up share capital being held by minority shareholders. The common unterests of the shareholders of the Company will remain unchanged. The shareholders of the Company will continue to remain shareholders of the Company and will also become shareholders of Philips Domestic Appliances in the same proportion as their shareholding in the Company. The Scheme is therefore, expected to be in the best interests of the chareholders, employees and the creditors of each of the Company, Proethi and Philips Dumestic Appliances.
- 3. Effect of the Scheme on various stakeholders

8. NO.	CATEGORY OF STAKEHOLDER	EFFECT OF THE SCREME ON STAKEHOLDERS
1	Facili class of aliazebolders	The Company has only one class of shareholders i.e. equity shareholders
	!	Upon the Scheme becoming effective and in consideration of the Proposed
		Demorger, Plutips Demostic
		Applications shall, without any further application, an or deed, usue and allo
	· ·	omitry shares, credited as fully paid-up
		to the members of the Company
		holding fully paid-up equity shares in
		the Company and whose names appear
		in the presign at menibers of th

Philips India Limited
(IN No. 1131902W BR30PLC005663) Tall - % 124.4606060 Fex - 91.124.460666 www.philips.com

Registance Participal Programs of Block AF, Major Arreits Road Aces Town (Rejectal) Rojkets F-700156, West Skruet Lind a

Logiv x

Company and/ or the records of the depository(ies) as members of the Company, as on the Record Date (or dyfored under the Scheme), or to their respective hears, executors, administrators, other tegal representative or other successors in title in the hillowing manner.

1 fully paid-up equity share of FNR 10 (Indian Rupces ten only) each of Philips Demestic Appliances shalf be usued and afforced for every 1 fully paid-up equity share of fNR 10 (Indian Rupces ten only) held in the Company ("Share Entitlement Matio") such that in aggregate 5,75,17,242 (Five Crore Seventy Five Lakh Seventeen Thousand Two Hundrest and Forsy Two) fully paid up equity shares of fNR 10 (Indian Rupces ten only) each of Philips Domestic Appliances shall be issued to the anombers of the Company pursuant to the Proposed Demerger

There will be no dilution in the shareholding of the shareholders of the Company pursuant to the Scheme. It may be noted that the Company had filed an application for reduction of the share capital held by the public shareholders of the Company on April 13, 2018 which is pending before the National Company Law Inhuns ("NCLT"), Kolksta. The Board in its meering held on Jone 25, 2020 approved the withdrawal of the aforementioned reduction application and an application for withdrawal of the same was filed before the NCID, Kolketu on July 27. 2920 ("Withdrawal Application") which is: pending approval of the NCLT, His effectiveness of the Kolkata Scheme is conditional upon inter altaapproval) and sanction of the Application. Wishdrawal The withgrawat the Reduction

Philips India Limited CIN No. 10 (1902/WB/93/04/C,006653 8th Flow, DLF 518, DLF Cyther City, DLT Physic 13, Guruquam +122/04 Tet +91 (24.4605000 Fax +3) (24.460)hh66 www.philipski.com

Negatored Dillar for Floor, Town R, CLE IT Park, dij Bjock AF, Major Atjertal fload New Yown (Rapanet), Activata — 200556, West Henge, India

	Application will not impact the Share Entitlement Ratio and will not have any adverse effect on the coondinic and willing interests of the shareholders of the Company.
	Prisuant to the Proposed Restructuring under the Scheme, the economic and voting interests of the shareholders of the Company will remain unchanged. The shareholders of the Company will continue to remain shareholders of the Company and will also become shareholders of Philips Domestic Appliances in the same proportion as their shareholding in the Company.
	The entire shareholding of the Company (together with its numinees) in Phillips Demostic Apphances, as was issued and poid-up, shall stand cancelled without any further set, instrument or deed in accordance with the provisions of the Scheme
2. Key mnnagerial personnel ("KMP")	The Proposed Restricturing is expected to have several benefits for the Company, as indicated in the rationale of the Scheme stated above, and is expected to be in the hest interests of the shareholders of the Company.  The Scheme will not have any effect on the KMPs of the Company and no change in the KMPs of the Company is converged possuant to the Scheme.
3. Promoters	The effect of the Scheme on the prometers of the Company will be similar to the effect of the Scheme on all other (non-promoter) shareholders of the Company. Like all other shareholders of the Company will be allosted equity shares in Philips Domestic Appliances in accordance with the Share Entitlement Ratio and their shareholding in the Company will
Phillips India Linkijed CIN No., DSR ITWR 1930-PLC COLOGGS IIUT Floor, DLF N-0. DLF Cyther City, DLF Planke-3, Guillag Text-91124 4606000 Fax: HI 124 4606556 www.phillips. Registered Critice. 3rd J-opt, Tawer A, (II F T Polik, QI) Block AF, Major Arlor, New Town (Bagainal), Kolkata F 7111150, West Genge, In	makes

( (1) above for density regarding effect of the Scheme on the shareholders machiding promoters. Non-promater The effect of the Scheme on the nonpromoter shapeholders of the Company slurcholders will be similar to the effect of the Softeme on all promoter shareholders of the Company, All shareholders of the Company, including the non-promoter. shareholders of the Company will be allowed equity shares in Philips Domestic Appliances in accordance with the Share Entitlement Ratio and their shareholding in the Company will remain miaffected. Please refer to point (1) above for details regarding effect of the Scheme on the absorbiolders including non-promoter sharehalders.

## 4. Share Entitlement Reports

4.1 As regards the Share Engittement Ratio, has stated above, upon the Scheme becoming effective and in consideration of the Proposed Domerger, Phillips Domestic Applicances shall, without any further application, and or deed, issue and allot equity shares, credited as fully paid-up, to the members of the Company, tolkling fully paid-up equity shares in the Company and whose names appear in the segister of members of the Company and/ or the records of the depositiory(les) as members of the Company, as on the Record Date, or to their respective heirs, executors, administrators, orlier legal representative or other audiencessors in title in the following mariner:

It fully paid up equity share of INR 10 (Indian Rupees ten only) each of Philips Domestic Appliances shall be issued and allotted for every I fully paid-up equity share of INR 10 (Indian Rupees ten only) held on the Company such that in aggregate 5,75,17,242 (Five Crore Seventy Five Linkh Seventeen Thomsand Two Hundred and Forty Two) fully-paid up equity shares of INR 10 (Indian Rupees ten only) each of Philips Domestic Appliances shall be issued to the members of the Company pursuant to the Proposed Demerger.]

4.2 Price Waterhouse & Co LLP ("PWC") (having Pinn Registration No 016844N) was appointed to provide a report on the aforementationed Share Entailment Results as proposed by the management of the Company for the purposes of the equity shares of Philips Domestic Apphances to be issued to the shareholders of the Company in consideration of the Proposed Demorger. In its report dated September 3, 2029, PWC has in relation to the Share Entitlement Ratio, stated

Philips India Limited CIN No. 103902WBr94PCCCC6668 6th Floor, DLF 9-8, fair Cyber City, (ILI- Phase-3, Sanggami, 1220) 23(India) Tel- 40124 460501X7 Fax- 19104 4506666 www.philips.com

Registaned Diffice. 3rd Flour, Tower A. Citi if Park, C8 Block AR, Major Arterial Road. New Town (Ratarhat), Kolkata H. 200156, West Barrent, India.



that considering that all the current shareholders of the Company will, pursuant to the Proposed Demerger, be the ultimate economic and beneficial owners of Philips Domestic Appliances and that upon allotment of equity shares by Philips Domestic Appliances in the Share Entitlement Ratio, the economic and beneficial interest of the shareholders in the equity of Philips Domestic Appliances will be the same as it is in the equity of the Company; the Share Entitlement Ratio is fair in relation to the Proposed Demerger

- 4.3 Ms. Hhavna Garg (having ICAI Membership No. 524347, IBBI Registration No. IBBI/RV/05/2019/10677 and ICMAI RVO Membership No. ICMAI RVO/S&FA/00029) was also appointed to provide a report on the aforementioned Share Entitlement Ratio as proposed by the management of the Company for the purposes of the equity shares of Philips Domestic Appliances to be issued to the shareholders of the Company in consideration of the Proposed Denierger. In her report dated August 28, 2020, she has in relation to the Share Entitlement Ratio, stated that the same is fair and reasonable considering that all the shareholders of the Company will pursuant to the Proposed Domerger, be the ultimate beneficial owners of Philips Domestic Appliances in the same ratio as that of their shareholding in the Company, as on the record date to be fixed by the boards of directors of the Company and Philips Domestic Appliances.
- 4.4 Neither Price Waterhouse & Co LLP nor Ms. Bhavna Garg has expressed any special valuation or other difficulties while providing its/her report on the Share Entitlement Ratio.

# 5. Adoption of the Report by the Directors

The Board has adopted this Report after noting and considering the information set forth in this Report. The Board or any fully authorized committee by the Board is entitled to make relevant modifications to this Report, if required, and such modifications or amendments shall be deemed to form part of this Report.

For and on behalf of the Board of Directors.

Rajiv Mathur

Director and Company Secretary

(DIN: 06931798)

(Membership No. F 2045)

# Proethi Kitchen Appliances Pvt. Ltd.



Corporate Office :

Futura Tech Pink, Q.4, 4th Floor, Block + 8, No. 334, Rejir Gandhi Salai, (OMR). Sholinganallur, Chennal - 600 119, InDiA Phone : 044 – 2450 1042 / 44 / 45, Fax | 044 - 6694 9649

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF PREETHI KITCHEN APPLIANCES PRIVATE LIMITED ("COMPANY") AT ITS MEETING HELD ON TUESDAY, 15<sup>TH</sup> DAY OF SEPTEMBER, 2020 AT 4.00 P.M THROUGH VIDEO CONFERENCING, DEEMED TO BE HELD AT 8<sup>TH</sup> FLOOR, 9B, DLF CYBER CITY, GURGAON IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 232(2)(C) OF THE COMPANIES ACT. 2013

## Background:

- 1.1. The proposed composite scheme of arrangement amongst the Company. Philips India Limited ("PIL"), Philips Domestic Appliances India Limited ("Philips Domestic Appliances") and their respective shareholders, involving. (i) re-organization of the issued and paid-up share capital and securices premium reserve account of the Company by way of reduction in the face value of the fully paid up equity shares and reduction of the securities premium reserve account of the Company; and return of the amounts so reduced to the shareholders of the Company on a proportionate basis. Further, the remaining amounts in the securities premium reserve account shall be partly adjusted against the balance in the profit and loss account of the Company inter also write off the net accumulated losses of the Company(collectively, the "Proposed Reorganization"); (ii) transfer of the domestic appliances business undertaking of PIL including its investment in the Company, as a going concern, by way of demerger, to Philips Domestic Appliances: reduction of share capital held by PIL in Philips Domestic Appliances and issuance of equity shares by Philips Domestic Appliances to the shareholders of PIL. ("Proposed Demerger"); and (III) amalgamation of the Company into Philips Domesoc Appliances; dissolution of the Company without winding up; the cancellation of equity shares of the Company that would be held by Philips Domestic Appliances consequent to the Proposed Demerger; and subsequent re-organization of the authorized share capital of Philips Domestic Appliances ("Proposed Amalgamation", collectively with the Proposed Demerger and Proposed Reorganization referred to as the "Proposed Restructuring"), and all other matters consequential or otherwise integrally connected therewith ("Scheme"), was approved by the board of directors of the Company ("Board"). vide a resolution passed in its meeting dated 15th September, 2020.
- 1.2. As per Section 232(2)(c) of the Companies Act, 2013 ("Act"), the Board is required to adopt a report explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders of the Company laying out in particular the share exchange ratio, specifying any special valuation difficulties and such report is required to be circulated to the creditors and shareholders of the Company along with the notice convening their respective meeting(s). This report ("Report") has accordingly been prepared in pursuance of the afore-mentioned requirement under the Act.
- 1.3. A draft of the Scheme and the following documents were circulated to the Board and wore duly adopted:
- Reports recommending the share entitlement rape in respect of the Proposed Demerger;

Registered Office:

C/o. Raheja Platinum, Sag Baug Road, Off Andheri, Kurla Road, Andheri East, Mumba **Masarashin** 400 059. E-mail Info@preethLin & Website : www.preethLin & CN No. : U36099M12011PTC213827





Componito Office

Future Tech Parz, Q-4, 4th Floor, Block - 6, No. 334, Rajiv Gandhi Salai, IONSR), ShotinganaRer, Chennal - 600 119, thible Phone : 044 = 2450 1042 / 44 / 45, Fax : 044 - 6694 9648

- (a) Report dated 3<sup>rd</sup> September, 2020 issued by Price Waterhouse & Co LLP (having Membership Number; 090172 and Firm Registration No 016844N); and
- (b) Report dated 28" August, 2020 Issued by Ms. Bhavna Garg (having ICAI Membership No. 524347, IBBI Registration No. IBBI/RV/05/2019/10677 and ICMAI RVO Membership No. ICMAI RVO/S&FA/00029).
- (ii) Report dated 28th August, 2020 issued by Ms. Bhavna Garg (having ICAI Membership No. \$24347, IBBI Registration No. IBBI/RY/05/2019/10677 and ICMAI RVO Membership No. ICMAI RVO/S8FA/00029) on assessment of the Proposed Reorganization under the Scheme.
- (iii) Draft cerulicate from S.R. Batliboi & Co. LLP, (having Firm Registration No. 301003E/E300005), the statutory auditors of the Company, certifying that the accounting treatment in the draft Scheme is in accordance with the accounting standards and applicable law.

#### 2. Rationale for the Scheme

- 2.1 The Company has more capital than it can profitably employ and the capital is in surplus to its requirements. This has given rise to the need to return the excess capital and readjust the relation between capital and assets and to accurately and fairly reflect the assets and liabilities of the Company in its books of accounts. Therefore, the Proposed Reorganization is being undertaken to give a true and fair view of the books of accounts of the Company and to reflect its assets and liabilities at their real value and maximize its business value:
- 2.2 Presently, the Domostic Appliances Business (as defined in the Scheme) of PIL is housed in PIL and the Company. Pursuant to the Scheme, the Domestic Appliances Business of PIL will be separated and transferred into Philips Domestic Appliances by way of (A) the Proposed Demerger; and (B) the Proposed Amalgamation. This segregation of the Domestic Appliances Business is being undertaken in line with the global separation plan of the Philips group to improve efficiencies of the individual business divisions:
- 2.3 The restructuring will help the Philips group to consolidate its Domestic Appliances Business in India into one entity (being Philips Domestic Appliances). leading to increased focus, alignment and operational efficiency. It will enable the management to position itself better to capture growth opportunities, achieve cost synergies, be closer to customers, adapt more quickly to evolving customer needs and enable decisive investments in the future of the Domestic Appliances Business;
- 2.4 The Proposed Demorger will enable PIL to focus on and enhance its Remaining Business (as defined in the Scheme) by streamlining its operations;
- 2.5 As independent companies with dedicated, focused and lean management structures, both Philips Domestic Appliances as well as PIL will be able to make appropriate investigation boost growth and

Registered Office:





Corporate Office :

Eutura Tech Park, O. a. 6th Floor, Block - B. No. 330, 4a/N Gandhi Salai, (OMR), Sholingan allur, Channai - 600 119. INDIA Phone: 044 – 2450 1042 / 44 / 45, Fak: 044 - 6684 9648

drive profitability, ultimately generating significantly more value for their customers, employees and shareholders:

- 2.6 Each of Philips Domestic Appliances and PIL will be able to attract different sets of investors enabling them to select investments that best suit their strategies and risk profiles. This will also create an optimum structure for the Philips group to monetize its Domestic Appliances Business in the future; and
- 2.7 Philips Domestic Appliances and the Company are wholly owned subsidiaries of PIL. PIL is a subsidiary of Koninklijke Philips N.V. which holds 96.13% of the total issued and paid up share capital in PIL with the remaining 3.87% of the total issued and paid up share capital being hold by minority shareholders. The economic interests of the shareholders of PIL will continue to remain shareholders of PIL and will also become shareholders of Philips Domestic Appliances in the same proportion as their shareholding in PIL. The Scheme is therefore, expected to be in the best Interests of the shareholders, employees and the creditors of each of the Company, Philips Domestic Appliances and PIL.

## Effect of the Scheme on various stakeholders

S. NO.	STAKEHOLDER	EFFECT OF THE SCHEME ON STAKEHOLDERS
I.	Each class of shareholders	The Company has only one class of shareholders i.e. equity shareholders. The Company has I (One) equity shareholder, namely, PIL and 2 (Two), nominees of PIL ("PIL Nominees").  As a part of the Proposed Reorganization, upon coming into effect of the Scheme:  (a) the issued, subscribed and paid-up equity share capital of the Company shall be reduced from INR 95,18,79,400 (Indian rupees Ninety Five Grores Eighteen Lakhts Seventy Nine Thousand and Four Hundred) divided Into 9,51,87,940 (Nine Crores Fifty One Lakh Eighty Seven Thousand Nine Hundred and Forcy) fully paid up equity shares of face value INR 10 (Indian rupees Ten) each to INR 47,59,39,700 (Indian rupees Forty Seven Crore Fifty Nine Lakh Thirty Nine Thousand Seven Hundred) divided into 9,51,87,940 (Nine Crores Fifty One Lakh Eighty Seven Thousand Nine
		Hundred and Forty) fully paid up equity

Registered Office:



# Preethi Kitchen Appliances Pvt. Ltd.

Corporate Office:

Fatura Tech Path, Q:4, 4th Fept, Block +8, 6to; 334, Rejir Gendhi Şafəl, (OMR), Shitlinganallur, Chennal - 600 139, INDIA Phone : 044 - 2450 1042 / 44 / 45, Fax | 044 - 6694 6646.

shares of face value INR 5 (Indian rupees Five) each, without any further acc. instrument or deed;

(b) the securices premium reserve account of the Company shall be reduced from an amount of INR 6,47,91,60,669 (Indian rupces Six Hundred Forty Seven Crone Ninety One Lakh Sixty Thousand and Six Hundred Sixty Nine) to INR 1,63,91,00,369 (Indian rupees One Hundred Sixty Three Crores Ninety One Lakhs Three Hundred and Sixty Nine).

The amounts so reduced shall be utilised as follows:

- (a) an amount of INR 42.72 (Indian rupees Forty Two and Seventy Two Paise) per fully paid up equity share of face value INR 10 (Indian rupees Ten) each held by the shareholder of the Company shall be returned to the shareholders of the Company by way of cash (subject to the payment' withholding of applicable taxes, if any) aggregating to INR 4,06,60,00,000 (Indian rupees Four Hundred Six Crord and Sixty Lakhs); and
- (b) Post return of capital (as stated above), an amount of INR 1,25,00.00,000 (Indian Rupecs One Hundred Twenty Five Crores) of the securities premium reserve account shall be adjusted against the balance in the profit and loss account of the Company to inter one write off the net accumulated losses of Company.

The Proposed Reorganization is not in any way prejudicial to the interests of the shareholders of Preechi.

Pursuant to the Proposed Demorger, the investment held by PIL (and the PIL Nominees) in the Company shall be transferred of 350.

Registered Office:



# Preethi Kitchen Appliances Pyt. Ltd.

Corporate Office:

Futura Tech Park, Cl-4, 4th Floor, Block - 8, No. 334, Rajiv Garethi Salai, (OMR), Shelinganatiur, Chennai - 800 (19, INDIA Phone: 044 - 2450 1042 / 44 / 45, Fax: 044 - 5654 9648 vested in and be deemed to have been

transferred to and vested in Philips Domestic Appliances. As a result, prior to the Proposed Amalgamation, Philips Domestic Appliances shall hold 100% of the issued, subscribed and paid-up capital of the Company. Consequently, pursuant to the Proposed Amalgamation, the entire share capital held by Philips Domestic Appliances in the Company shall stand cancelled without any further application, act or deed in accordance with the provisions of the Scheme. Further, on the Scheme becoming effective, the Company shall stand dissolved without being wound-up.

The Proposed Restructuring is expected to have several benefits for the Company and the Philips group as a whole, as indicated in the rationale of the Scheme stated above, and is expected to be in the best interests of the shareholders of the Company as they shall be getting a return of amounts that is in excess of the requirements of the Company.

Key managerial personnel ("KMP")

Pursuant to the Proposed Restructuring and upon the effectiveness of the Scheme, the Company shall stand dissolved without winding up and accordingly, its Board shall cease to exist and accordingly, the current directors of the Company will cease to hold their directorship position(s). Further, the KMPs of the Company (i.e. Mr. Rajiv Mathur, Director, Mr. Sudcep Agrawal, Director, Mr. Srinivasan Subramanian, Managing Director, and Mrs. Aruna. A, Company Secretary) will cease to be KMPs of the Company, pursuant to dissolution of the Company under scheme.

Promoters

Since the Company is a wholly owned subsidiary of PIL, PIL and the PIL Nominees are the only shareholders and promoters of the Company. As specified in point (1) above, an amount of INR 42.72 (Indian rupees Forty Two and



# Preethi Kitchen Appliances Pvt. Ltd.

Corporate Office:

Future Yech April, Q.4, 4th Front Block - B. No. 384, Rejiv Gandhi Salai, (OMR), Shotinganatlur, Chenna - 600 119, WOLA

Phone : Qee	- 3450 1043 / 44 / 45, Fak: D44 - 4	for supply fully paid up opering these of feet univer-
		for every fully paid up equity share of face value
		(NR 10 (Indian rupees Ten) each held by them
		in the Company, Further, pursuant to the
		Proposed Demorger, PIL along with the PIL
		Nominees, shall cease to hold any shares in the
		Company as the investment of PIL and the PIL
		Nominees in the Company shall be transferred
	I	to and vested in and be deemed to have been
		transferred to and vested in Philips Domestic
		Appliances. Pursuant to the Proposed
		Amalgamation, the entire share capital held by
ĺĺ		Philips Domestic Appliances in the Company
		shall stand cancelled without any further
		application, act or deed in accordance with the
		provisions of the Scheme, Upon the Scheme
		becoming effective, the Company shall stand
		dissolved without being wound-up.
		gissored without bank would up.
	NI .	Size
4.	Non-promoter	Since the Company is a wholly owned subsidiary
	shareholders	of PIL, there are no non-promoter storeholders
		In the Company.

# 4. Report on Assessment of Proposed Reorganization

- 4.1 Ms. 8havna Garg (having ICAI Membership No. 524347, I88) Registration No. I88/RV/05/2019/10677 and ICMAI RVO Membership No. ICMAI RVO/\$&FA/00029) was also appointed to provide a report on the assessment of the Proposed Reorganization of the Company as proposed under the Scheme. In her report dated 28th August, 2020, she has stated that, subject to the specific representations and assumptions as specified therein, the Proposed Reorganization (a) shall make the capital of the Company commensurate to the operating assets and shall improve the overall financial matrices for the Company and its shareholders i.e. [Return on Capital Employed (ROCE) and Return on Net Worth (RONW)]; and (b) is not prejudicial to the interest of shareholders of the Company as they shall be getting a return of amounts in excess of the requirements of the Company (i.e. INR 42.72 (Indian rupees Forty Two and Seventy Two Palse) for every fully paid up equity share of face value INR 10 (Indian rupees Ten) each held by them in the Company).
- 4.2 Ms. Bhavna Garg has not expressed any special valuation or other difficulties while providing her report on assessment of the Proposed Reorganization

# 5. Adoption of the Report by the Directors

The Board has adopted this Report after noting and considering the Information set forth in this Report. The Board or any fully authorized committee by the Board is entitled to make relevant

Registered Office:

# Preethi Kitchen Appliances Pvt. Ltd.



Démocrate Défice :

Futura Tech Park, Q-4, 41h Floor, Block - B, No. 334, Rajir Gandhi Salai, [OMA], Shokinjanattar, Chennal - 600 119, INDIA. Phono : 044 - 2450 1042 / 44 / 45, Fax: 044 - 5690 9648

Phone: 044 - 2450 1047 / 44 / 45, Fax: 044 - 6694 9648 modifications to this Report, if required, and such modifications or amendments shall be deemed to form part of this Report.

For and on behalf of the Board of Directors

Sudeep Agrawal

08056132

Place: Gurgaon

Date: 15° September, 2020

Registered Office:

C/o Raiveja Platinum, Sag Baug Road, Off Andheri, Karla Road, Andheri Bast, Mumbai, Maharashria - 400 059 6-mail : Info@prepthl.jn & Website : wow.preethi.in # CW No. : U36993MH2011PTC213827

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF PHILIPS DOMESTIC APPLIANCES INDIA LIMITED ("COMPANY") AT ITS MEETING HELD ON MONDAY SEPTEMBER 28, 2020 AT 6TH FLOOR, 9B, DLF CYBER CITY, GURUGRAM, HARYANA, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 232(2)(C) OF THE COMPANIES ACT, 2013

## Background;

- The proposed composite scheme of arrangement amongst the Company, Preethi Katchen Appliances. Private Limited ("Preethi"), Philips India Limited ("PIL") and their respective shareholders involving (1) re-organization of the issued and paid-up share capital and sequrities premium reserve account of Preedin by way of reduction in the face value of the fully paid up equity shares and reduction of the securities premium reserve account of Premis, and return of the amounts so reduced to the shareholders of Preethi on a proportionate basis. Further, the remaining actionits in the securities premium reserve account shall be parily adjusted against the balance in the profit and loss. account of Preethi to inter-ulia write off the net accommitted losses of Preethi (collectively, the "Proposed Reorganization"). (ii) transfer of the domestic appliances business undertaking of PIL. including its investment in Proethi, as a going concern, by way of demerger to the Company with effect from the opening of business hours on July 1, 2021 or such other date as may be determined. in accordance with the Scheme ("Appointed Date"); reduction of the unital share capital held by PIL in the Company and issuance of equity shares by the Company to the shareholders of PIL. ("Proposed Demerger"); and (iii) amalgamation of Preethi into the Company with effect from the Appointed Date; dissolution of Preethi without winding up; and the cancellation of equity shares of Preeth, that would be held by the Company consequent to the Proposed Demerger ("Proposed Amalgamation", collectively with the Proposed Demorger and Proposed Reorgamization referred to as the "Proposed Restructuring"), and all other matters consequential or otherwise integrally connected therewith including reorganization of the authorized share capital of the Company postthe Proposed Antalgamatical ("Scheme"), was approved by the board of directors of the Company ("Board") vide a resolution passed in its meeting dated September 28, 2020.
- 1.2. As per Section 232(2)(c) of the Companies Act, 2013 ("Act"), the Board is required to adopt a report explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoters and non-promoter shaleholders of the Company laying out in particular the share exchange ratio, specifying any special valuation difficulties and such report is required to be circulated to the credulots and shareholders of the Company along with the notice convening their respective meeting(s). Thus report ("Report") has accordingly been prepared in pursuance of the aforementioned requirement under the Act
- 1.3 A draft of the Schemic and the following documents were circulated to the Board and were duly adopted.
- Reports recommending the share entitlement ratio in respect of the Proposed Demerger;
  - Report dated September 3, 2020 issued by Piace Waterhouse & Co. (1.P. thewing Firm Registration No. 016844N); and
  - (b) Report dated August 28, 2020 usaued by Ms. Bhavon Garg [Baving ICA] Membership No. 524347, IBBI Registration No. IBBI/RV/05/2019/10677 and ICMA1 RVO Membership No. ICMA1 RVO/S&FA/00029).

dajn ! satto

М Ірт Литина Ірриносу мору досту д Серти Пунковання продержина

CAR I GO TO SERVICE OCCUPANTE

Regard of Orlean To Pero Tomoré, (Igé II Pelo, Orlingo Africado e Tabalista e I Min Logo Karabal, Ballata, West Bergel, 180, M., voya

- (ii) Report dated August 28, 2020 issued by Ms. Bhavna Garg (having ICAI Membership No. 524347, IBBI Registration No. IBBI/RV/05/2019/10677 and ICMAT RVO Membership No. ICMAI RVO/S&FA/08029) on assessment of the Proposed Reorganization under the Scheme.
- (iii) Draft certificate from S.R. Barlibol & Co. J.P., Chancrof Accountants, the statutory auditors of the Company, certifying that the accounting treatment in the draft Scheme is in accordance with the accounting standards and applicable law.

#### 2. Rationale for the Scheme

- 2.1 Precify has more capital than it can profitably employ and the capital as its surplus to its requirements. This has given rise to the need to return the excess capital and readjust the relation between capital and assets and to accurately and fairly reflect the assets and habilities of Precify in its books of accounts. Therefore, the Proposed Reorganization is being undertaken to give a true and fair view of the hooks of accounts of Precify and to reflect its assets and habilities of their real value and maximize its business value:
- 2.2 Presently, the Domestic Appliances Business (as defined in the Scheme) of PII, is housed in PII, and Preechi. Pursuant to the Scheme, the Domestic Appliances Business of PII, will be separated and transferred into the Company by way of (A) the Proposed Demerger; and (B) the Proposed Antalysanation. This segregation of the Domestic Appliances Business is being undertaken in line with the global separation plun of the Phillips group to improve efficiencies of the individual husiness divisions:
- 2.3 The resprinting will help PIL to consolidate its Domesno Appliances Business into one entity (being the Company), leading to increased focus, alignment and operational officiency. It will enable the management to position itself better to capture growth opportunities, so here cost synergies, be closer to customers, adapt more quickly to evolving customer needs and enable decisive investments in the future of the Domesno Appliances Business;
- 2.4 The Proposed Demerger will enable PIL to focus on and enhance its Remaining Business (as defined in the Scheme) by streamlining its operations.
- 2.5 As independent companies with dedicated, focused and lean management structures, both, the Company as well as PIL will be able to make appropriate investments to boost growth and drive profitability, ultimately generating significantly more value for their customers, employees and shareholders.
- 2.6 Each of the Company and PIC will be able to attract different sets of investors enabling theorito select investments that best said their strategies and risk prefiles. This will also create an optimizar structure for monetization of domestic appliances business in the future; and
- 2.7 Preedil and the Company are wholly owned autoridiance of PIL. PIL is a subsidiary of Kommittyke Philips N.V. which bolds 96.13% of the total issued and pard up share capital in PIL with the remaining 3.87% of the total issued and paid up share capital being held by minority shareholders. The economic interests of the shareholders of PIL will remain unchanged. The shareholders of PIL will setting unchanged. The shareholders of PIL will also become shareholders of the Company in the same proportion as their shareholding in PIL. The Scheme is therefore, expected to be in the best interests of the shareholders, employees and the creditors of each of the Company, Preethi and PIL.

Plant Common appeared word profess CHAN MARKETON TOOM, TO ME A.

Bryannan (Map) To Theo: Tourn 4, 3,5 F Fright (E Inst) of, wajor syte (4) 9040 Mile Leve (Rainholf, Ballina, Mira Bengal (20156, Inde)

× lajir altro.

# 3. Effect of the Scheme on various stakeholders

S. NO.	CATEGORY OF STAKEHOLDER	REFECT OF THE SCHEME ON STAKEHOLDERS
1.	Fach class of shareholders	The Company has only our class of shareholders i.e equity shareholders. The Company has seven equity shareholders, namely, Ptt. and 6 (six) individuals who hold I share each as nonlinee shareholders on behalf of Ptt. ("Ptt. Naminees").
		Upon the Scheme becoming effective and or consideration of the Proposed Demerger, the Company shall, without any further application, act or dood, issue and allot equity shares, credited as fully paid-up, to the metabors of PIL, holding fully paid-up equity shares in PIL and whose names appear in the register of members of PIL and/ or the retords of the depository(ies) as members of PIL, as on the Record Date (as defined under the Scheme), or to them respective heirs, executors, administrators, other logal representative or other successors in title in the following manner:
		I fully pand-up equity share of INR 10 (Indian Rupces ten only) cach of the Company shall be issued and altered for every I fully paid-up equity share of INR 10 (Indian Rupces ten only) held in PIL ("Share Eathlement Ratio") such that in aggregate 5,75,17,242 (Five Crore Seventy Five Lakh Seventeen Thousand Two Hundred and Forty Two) fully-paid up equity shares of INR 10 (Indian Rupees ten only) each of the Company shall be issued to the members of PIL pursuant to the Proposed Demotrger.
		Pursuant to the Propused Restructuring ninder the Scheme, the shareholders of PII, will commute to remain shareholders of PIL and will also become shareholders of the Company in the same proportion as their shareholding in PIL.
		Simultaneously with the allotment of shares by the Company to the shareholders of PIL as specified above, the existing shareholding of PIL (logether with the PIL Nominees) in the Company, as was assued and paid up, shall stand cancelled without any further act, instrument or deed in accordance with the provisions of the Scheme.

Patient Dave even in patients in book consists See to a patient of contact and a

Segleberg Office An Hole Davis A. D. FIT Fork, M. Filmb & Adapter stop of hosts, Jose Spine (dg. ph/pt. 1971) C. 1911 Mergal (1971) by India.

		Further, pursuant to the Proposed Demerger, the investment held by PII in Proclin shall be transferred to and vested in and he decined to have been transferred to and vested in the Company As a result, prior to the Proposed Amalgamation, the Company shall hold 100% of the issued, subscribed and paid-up capital of Proclin. Consequently, pursuant to the Proposed Amalgamation, the entire share capital held by the Company in Proclin shall stand concelled without any further application, act or deed in accordance with the provisions of the Scheme. No new shares shall be issued nor any payment be made in each or in kind whatsoever by the Company in lieu of such shares of Preethi.
		The Proposed Restructuring is expected to have several benefits for all stakeholders including the Company and its shareholders, as indicated in the rationale of the Schonic stated above.
z.	Key managerial personnel ("KMP")	The Scheme will not have any effect on the KMPs of the Company and no change in the KMPs of the Company is envisaged pursuant to the Scheme.
3.	Promoters	Salton the Company is a wholly owned subsidiary of PIL, PIL along with the PIL Nominees, are the only shareholders and promoters of the Company. As specified in point (1) above, pursuant to the Proposed Restructuring, the cuture shareholding of PIL, together with the PIL Nominees, in the Company, as was issued and pred-up, aball stand cancelled without any further act, instrument or deed in accordance with the provisions of the Scheme. As a cosult, after coming into effect of the Scheme, PIL and the PIL Numinees, will cease to hold any shares in the Company.
4.	Non-promote: shareholders	Since the Company is a wholly owned subsidiary of PIL, there are no non-promoter shareholders in the Company. However, post the scheme coming into clicet, all the shareholders of PIL will become the shareholders of the Company in the same proportion as their shareholding in PII. This means the non-promoter shareholders of PIL shall also become the shareholders of the Company post the scheme coming into effect and shall hold the same proportion of shares as they hold in PIL.

PM to Decree of Andrews and America Catalog Later Company (Catalog &

Bryaner od Office 3 C Hann Tower Is, Edit of Asah CB Beer dil, basyo despiril 4013, 1945 (1941 1916/1917), POLICE Prod Broduk 2011 186, unda lajor Tatter.

## 4. Share Entitlement Reports

- 4.1 As regards the Share Entitlement Ratio, as stated above, upon the Scheme becoming effective and in consideration of the Proposed Demerger, the Company shall, without any further application, act or deed, issue and allow equity shares, credited as fully paid-up, to the members of PIL, holding fully paid-up equity shares in PIL and whose names appear in the register of members of PIL and/or the records of the depository(ies) as members of PIL, as on the Record Date, or in their respective being executors, administrators, other legal regressions or other successors in title in the following manner:
  - I fully pand-up equity share of INK ID (Indian Rupees ten only) each of the Cumpany shall be issued and allotted for every 1 fully paid-up equity share of INR 10 (Indian Rupees ten only) held in PII, such that in aggregate 5,75,17,242 (Five Crore Sevenry Pive Lakh Seventeen Thousand Two Hundred and Forty Two) fully-paid up equity shares of INR 10 (Indian Rupees ten only) each of the Company shall be issued to the members of PII, pursuant to the Proposed Demerger.
- 4.2 Price Waterbouse & Co LLP (having Firm Registration No 016844N) was appointed to provide a report on the aforementioned Share Entitlement Ratio as proposed by the management of PIL, for the purposes of the equity shares of the Company to be assued to the shareholders of PIL in consideration of the Proposed Demerger. In its report dated September 3, 2020, PWC has in relation to the Share Entitlement Ratio, stated that considering that all the current shareholders of PIL will, pursuant to the Proposed Demerger, be the ultimate commonic and beneficial owners of the Company and that upon allocated of equity shares by the Company in the Share Entitlement Ratio, the economic and beneficial interest of the shareholders in the equity of the Company will be the same as it is in the equity of PIL; the Share Entitlement Ratio is four in relation to the Proposed Demerger.
- 4.3 Ms. Bliaves Gerg (having ICAI Membership No. 524347, IBBI Registration No. IBBI/RV/05/2019/10677 and ICMAI RVO Membership No. ICMAI RVO/S&FA/08029) was also apposited to provide a report on the aforementioned Share Entitlement Ratio as proposed by the management of PIL for the purposes of the equity shares of the Company to be issued to the shareholders of PIL in consideration of the Proposed Demerger. In lich report dated August 28, 2020, she has in relation to the Share Entitlement Ratio, stored that the same is fair and reasonable considering that all the shareholders of PIL will pursuant to the Proposed Demerger, be the ultimate beneficial owners of the Company in the same ratio as that of their shareholding in PIL, as on the Record Date.
- 4.4 Norther Price Waterhouse & Co LLP nor Ms. Bhavias Garg has expressed any special valuation or other difficulties white providing its/her report on the Share Entitlement Ratio.

lajn' satte

Андер Совето Арриания гова газара См. Мај о 24 мена 1918е√2 (8) ф.

Appendig Orlog Indiffers, Francis Colf of Ress, Olf More of Principal Adelline Social Administration of April 18 Sept. 18 of Service (1921) 15, hope

## 5. Aduption of the Report by the Directors

The Board has adopted this Report after noting and considering the information sol forth in this Report. The Board or any fully authorized committee by the Board is entitled to make relevant modifications to this Report, if required, and such modifications or amendments shall be deemed to form part of this Report.

For and on behalf of the Board of Directors

Rajiv Mather DIN: 06931798

Place: Gurugram

Date: September 28, 2020

Peter December des anni les a censos Control Laboratoria (Califolia)

regarding brace Indiffers forces with the product that the indifferent attention constitute (Regional, consequence), souther that the

# Philips India Limited

ASSETS Non-execute tracts Propount, Florer and Engineeres Capital work-en-program Investment in sebsificates and associates Fluencial Americ a. Trade Received Res b. Other Financial Americ Determent tax assets (net) Advisors increme tax (as of provision) Other nan current assets  Seniors stocky Fluencial Americ Translates Confered Americ Fluencial Library Figuity anthratible to equity statistically Guity anthratible to equity statistically Fluencial Liabilities Fluencial Liabilities Fluencial Liabilities Fluencial Liabilities Fluencial Liabilities Contract Liabilities Contract Liabilities Fluencial Liabilitie	rpt 30, 2020	As at March 31, 2030
Non-executed stricts  Proposity, Florid and highligheness Capital work employees  Instendent in substitutes and associates  Financial America a. Trade Receivables b. Other Financial Americ  Determed as assots (pixt) Advance incorne as (not of provisions) Other size current assots  Frequent associa  Frequent associa  Frequent associa  Frequent associa  Frequent associa  Frequent associa  Trade receivables b. Cauth and each again where c. Other frimm cut of Associa  Other surrent associa  Associa chroatifed as highly for sale:  FOTAL ASSETS  FOULTY AND LIABIL, FIFES  FOULTY AND LIABIL, FIFES  FOULTY AND LIABIL, FIFES  FOULTY  Found share capital  Other logisty  Squiley attributable to equity stancholders  LAMILLTHES  Non-carrent liabilities  Contract Liabilities	(Urandised)	(Andred)
Proporty, Florit and Ligatipercest Capital words an-progress Investment in sets situates and associates Flumecial Americ  a. Trade Received Resets Determed tax assets (not) Advisore incorrect tax (not of provisions) Other reas current assets  Proportion of the control of the control of the control of the reas current assets  Proportion of the control of the control of the control of the reas current assets  Proportion of the control of t	11	
Capital work-on-program Investment in substillants and associates Planacial Auesta a. Trade Receivables b. Other Financial Auesta  Advance incores in an (ect of provision) Other rais current assets  Carbent assets Financial Acests - Trade receivables b. Cash and each equivalence c. Other Financial Acests - Other Financial Acests - Other summa assets  Assets classified as held for sale  COTAL ASSETS - SQUITY AND LACHILLERIES - CQUITY - Spaint shale coupital - Other Copital - Guiter Daptity - Spaint shale coupital shaledwides - Lean Labelities - Correct Labelities - Correct Labelities - Correct Labelities - Correct Labelities - Comment Cabilities - Contract Labelities - Contract Cabilities	4,942	7.744
Institute in selections and associates Planacial Anatos In Traft Receivables In Other Financial Anatos Determed tax assots (net) Advance income tax (ret of pravision) Other ran current assets  Senior assots Financial Access Inspirate Confered Anatos Financial Access In Traft receivables In Cash and cash equivalents Coffer Financial Assots Other senior Assots Other senior assots  Assots chaosifed as held for sele TOTAL ASSITIS EQUITY AND LIABILITIES EQUITY AND LIABILITIES EQUITY AND LIABILITIES EQUITY Select suprial Other beging Equity antifactable to equity standardites Institute Description Liabilities Financial Liabilities Lone Liabilities Financial Liabilities Contract Liabilities Financial Liabilities Lone Liabilities Financial Liabilities Lone Liabilities Financial Liabilities Lone Liabili		3,529
Financial Assets a. Trade Reservables b. Other Financial Assets Determed tax assets (net) Advance records (net) Advance records assets  Conference content assets  Conference Assets Financial Assets b. Cash and cash equivalents c. Other Financial Assets Other States  Assets classified in held for sele  TOTAL ASSETS GOITY AND LIABILITIES GOITY AND LIABILITIES COUNTY Figuity share capital Other baptity guity antibutable to equity shareholders LAPILITIES Non-carrent liabilities Lement Liabilities Financial Liabilities Financial Liabilities Contract Liabilities Contract Liabilities Financial Liabilities Contract Liabilities Contract Total Contracting dates of moree incorporates and small reservences (ii) Total contracting dates of contants only than micro-enlargueses and small reservences (iii) Total contracting dates of contants only than micro-enlargueses and small reservences (iii) Total contracting dates of contants only than micro-enlargueses and small reservences (iii) Total contracting dates of contants only than micro-enlargueses and small energieses (iii) Total contracting dates of contants only than micro-enlargueses and small energieses (iii) Total contracting dates of contants only than micro-enlarguese and small energieses (iii) Total contants of small energy is es	407	247
a Trade Receivables b. Other Ensembles b. Other Ensembles Element assests (1981) Advance receive the fact of provision) Other run current assets Entered Assets Other various assets  Assets classified as held for sele TOTAL ASSETS EQUITY AND LIABIL, FITTIS EQUITY Equity states rapital Other beginy States rapital Other beginy States rapital Other beginy Equity astificatable to equity statesholders Liabilities Extense Liabilities Extense Liabilities Extense Liabilities Contract Liabilities Contract Liabilities United Equity (1984) Contract Liabilities Extense Liabilities United Equity (1984) Extense Liabilities United Extense Liabi	2,431	7,431
b. Other Etenenial Assets Destined day assets (1981) Adhere is assets Emplained Confere assets Emplained Confere Assets Emplained  Trails receivables  b. Cash and cash equivalence  c. Other Financial Assets  Trails receivables  b. Cash and cash equivalence  c. Other Financial Assets Other surrest assets  Assets classified as held for sele  TOTAL ASSETS  QUITY AND LIABILITIES  EQUITY AND LIABILITIES  EQUITY Equity share septial Other busing  Supply asthinable to equity shareholders  Assets the Liabilities  Financial Liabilities  Financial Liabilities  Contract Liabilities  Contract Liabilities  Contract Liabilities  Contract Liabilities  Contract Liabilities  Trails  Contract Liabilities  Trails  Trail	***	200
Determed tax, assets (net) Advance income as (net) of provision) Other ran current assets  Financial sessets  Financial Assets Enuncial Assets Coeffeet Assets Enuncial Assets Other Financial Assets Other survers assets  Assets classified as held for sele  Other survers assets  Assets classified as held for sele  Other survers assets  Assets classified as held for sele  Other survers assets  Assets classified as held for sele  Other survers assets  Assets classified as held for sele  Other survers assets  Assets classified as held for sele  Other survers assets  Assets classified as held for sele  Other survers subtitues  Equity attributable to equity standarders  DATELLITIES  Non-carrow believes  Financial Liabilities  Contract Liabilities  (1) Total outstanding dies of more uncopy acts and amail enterpress  (2) Total outstanding dies of crutinus other than micro emissippose and strait enterpress  Other surrow liabilities  Other formacial tabilities  Other currow liabilities  Other currow	938	938
Advence income task (not of provisions)  Other non current assets  Financial Assets Contract Assets Financial Assets Assets of the Financial Assets Other statement assets  Assets classified to held for sale Other statement assets  Assets classified to held for sale Other statement assets  Assets classified to held for sale Other builty AND LIABILITIES COULTY AND LIABILITIES COULTY AND LIABILITIES COULTY Spirit share suprat Other builty Equity antibatable to equity stateholders LIABILITIES Non-carroon liabilities Contract Liabilities Financial Liabilities Contract Liabil	485	480
Chartest sects  Francis sects  Francis sects  Francis Assets  Emmedial Assets  a. Trade receivables  b. Cash and cash againstants  c. Other Financial Assets  Other sects  Assets desorted as held for sele  FOTAL ASSETS  QUITY AND LIABILITIES  EQUITY  Equity share superal  Other builty  Equity astificated to equity shareholders  LABILITIES  Non-current liabilities  Financial Liabilities  Contract Liabilities  Financial Liabilities  Contract Liabilities  Contract Liabilities  Contract Liabilities  Contract Liabilities  Lame Liabilities  Contract Liabilities  Contract Liabilities  Contract Liabilities  Lone Liabilities  Contract Liabilities  Contract Liabilities  Lone Liabilities  Contract Liabilities  Lone Liabilities  Lone Liabilities  Contract Liabilities  Lone Liabilities  Contract Liabilities  Lone Liabilities  Lone Liabilities  Contract Liabilities  Lone Liabilities  Lone Liabilities  Lone Liabilities  Contract Liabilities  Contract Liabilities  Lone Liabilities  Lone Liabilities  Lone Liabilities  Contract Liabilities  Lone Liabilities  Contract Liabilities  Contract Liabilities  Lone Liabilities  Contract Liabilities  Cont	597	642
Content Assets Financial Assets Financial Assets b. Cash and cash againstents c. Other Financial Assets Other surrent assets  Assets classified as held for sele FOTAL ASSETS OUTPY AND LIABULITIES OUTPY Equity Figuity share capital Other biguity Study attributable to equity shareholders LARSULITIES Non-carront liabilities Contract Liabilities Lene Liabilities Other non-parent hisbilities Contract Liabilities Contract Liabilities Contract Liabilities Contract Liabilities (One contract Liabilities (O) Total outstanding dates of more unicoprises and annull enterprises (in) Total outstanding dates of crodiman other than micro enterprises and small enterprises Other source liabilities (Other source liabilities	3,258	3,033
Invasteries Coelest Aracis Financial Aracis a. Traile receivables b. Cash and cash equivalents c. Other Financial Assets Other starent assets  Assets classified as held for sele TOTAL ASSETS EQUITY Equity AND LIABILITIES EQUITY Equity share septial Other businy Equity antibutable to equity standholders LARBILITIES Non-carriest liabilities Financial Liabilities Financial Liabilities Financial Liabilities Contract Liabilities Financial Liabilities Contract Liabilities Financial Liabilities Financial Liabilities Contract Liabilities Contract Liabilities (a) Total containding diags of more uncorprises and maill environce (a) Total containing diags of more uncorprises and misco-emisprises and streat environce and streat environces (b) Total containing diags of more uncorprises and misco-emisprises and streat environces and streat environces (b) Total containing diags of contains other than misco-emisprises and streat environces and streat environces. Other forence is labelities.	773	709
Invasteries Coelest Aracis Financial Aracis a. Traile receivables b. Cash and cash equivalents c. Other Financial Assets Other starent assets  Assets classified as held for sele TOTAL ASSETS EQUITY Equity AND LIABILITIES EQUITY Equity share septial Other businy Equity antibutable to equity standholders LARBILITIES Non-carriest liabilities Financial Liabilities Financial Liabilities Financial Liabilities Contract Liabilities Financial Liabilities Contract Liabilities Financial Liabilities Financial Liabilities Contract Liabilities Contract Liabilities (a) Total containding diags of more uncorprises and maill environce (a) Total containing diags of more uncorprises and misco-emisprises and streat environce and streat environces (b) Total containing diags of more uncorprises and misco-emisprises and streat environces and streat environces (b) Total containing diags of contains other than misco-emisprises and streat environces and streat environces. Other forence is labelities.	18,831	17,015
Content Aracia  Figure Cal Aracia  a. Trails exertisables b. Cash and cash equivalents c. Other Financial Assets Other standards  Assets classified as held for sale  OTAL ASSETS  EQUITY AND LIABILITIES EQUITY  Equity state copital Other Equity  Squity and Datable to equity standards  ASSITIES  EQUITY  Equity and Datable to equity standards  Exertised Liabilities  Contract Liabilities  Financial Liabilities  Contract Liabilities  Contrac	92202	
Financial Accors a. Traile receivables b. Cath and cath equivalents c. Other himse tol Assets Other statement assets  Assets classified as held for sele OTAL ASSETS SQUITY AND LIABILITIES EQUITY Squity state cognial Other bquity Squity artiflutable to equity statecholders LAPILITIES Non-carrent liabilities Financial Liabilities Financial Liabilities Financial Liabilities Other non-purront habilities Financial Liabilities Contract Liabilities Financial Liabilities Financial Liabilities Contract Liabilities Financial Liabilities Contract Liabilities Contract Liabilities Financial Liabilities Losse Liabilities Losse Liabilities (In Total outstanding dates of more unicoprises and mail interpretes (a) Total outstanding dates of credities other search interpretes (a) Total outstanding dates of credities other search interpretes (b) Other financial liabilities	6,063	4,169
a. Traile receivables b. Cath and cash equivalents c. Other Finance (Assets) Other surrent assets  Assets classified as held for sele  TOTAL ASSETS  QOITY AND LIABILITIES  QOITY Equity share capital Other Equity  Guity sarthatable to equity shareholders Late Liabilities  Contract Liabilities Financial Liabilities Financial Liabilities  Contract Liabilities  Contract Liabilities  Contract Liabilities  Contract Liabilities  Contract Liabilities  Traile Physikes  (a) Total outstanding dues of nucre insceptions and small energeness  (a) Total outstanding dues of creatment other micro energy ses  Other formed distributes  Other formed distributes  (b) Total outstanding dues of creatment other (than micro energeness and small energeness  (b) Total outstanding dues of creatment other (than micro energeness and small energeness  (b) Total outstanding dues of creatment other (than micro energeness and small energeness  Other formed distributes  Other formed distributes  Other formed distributes  Other formed distributes	553	234
b. Carly and cash equivalents c. Other Financial Assets Other variety assets  Assets classified to held for sele FOTAL ASSETS QUITY AND LIABILITIES EQUITY Equity state capital Other Equity Equity antibatable to equity stateholders LABILITIES Non-carrow liabilities Lower Liabilities Financial Liabilities Lower Liabilities Contract Liabilities Financial Liabilities Contract Liabilities Contract Liabilities Financial Liabilities Lower Lostifies Financial Liabilities Lower Lostifies Track Poyables (i) Total outstanding dues of more integerises and small enterprises (ii) Total outstanding dues of crediman other than micro enterprises (iii) Total outstanding dues of crediman other than micro enterprises Other forence of labilities Cother contemprises and small enterprises Other forence of labilities		
C. Other Farametel Assets Other statement assets  Assets classified as held for selectional ASSETS EQUITY AND ELABOR, FEE S EQUITY Equity share capital Other Equity Spainy statement laborates EARLITHES Non-carron laborates Financial Elaborates Financial Elaborates Financial Elaborates Contract Enablities Financial Elaborates  Current institutes Contract Enablities Financial Elaborates Financial Elaborates  (a) Total outstanding dues of mores incorporates and small enterprises (b) Total outstanding dues of creatment other than micro-enterprises and small enterprises (b) Total outstanding dues of creatment other than micro-enterprises and strait enterprises Other financial databases (c) Other financia	9.222	7,943
Other survey assets  Assets classified as high for sele  FOTAL ASSETS  QOITY  Equity share capital Other Equity  Equity antibutable to equity shareholders LABILITIES  Non-carrent liabilities  Contract Liabilities  Francial Liabilities  Lame Liabilities  Contract Liabilities  Contract Liabilities  Contract Liabilities  Francial Liabilities  Contract Liabilities  Contract Liabilities  Tract Provides  (O Total outstanding does of nucre incoperiors and annul incorporate  (a) Total outstanding does of creatment only than micro antisprises and street incoming to the process  Other francial Liabilities  (b) Total outstanding does of creatment other than micro antisprises and street incoming the confidence of creatment other than micro antisprises and street incoming the confidence of creatment other than micro antisprises and street incoming the confidence of creatment of the confidence of the contract of the confidence of the contract	0.402	5,586
Assets classified as held for sale  TOTAL ASSETS  EQUITY AND LIABILITIES  EQUITY  Equity share suprial  Other Squity  Equity antibatable to equity shareholders  LARRILITIES  Non-current highlities  Contract Liabilities  Lanc Liabilities  Contract Liabilities  Contract Liabilities  Contract Liabilities  Financial Liabilities  Contract Liabilities  Financial Liabilities  Financial Liabilities  Financial Liabilities  Contract Liabilities  Financial Liabilities  Financial Liabilities  Contract Liabilities  Other formation dates of more interpress and small enterpress  (a) Total outstanding dates of more interpress and mail enterpress and small enterpress and small enterpress and small enterpress  (b) Total outstanding dates of crediman other than micro enterpress and small enterpress  Other formation liabilities  Other formation liabilities  Other summit liabilities	196	139
COTAL ASSETS COUTY AND LIABILITIES COUTY Figuity share capital Other Equity Equity antiflatable to equity shareholders Later Liabilities Contract Liabilities Financial Liabilities Lame Liabilities Contract Liabilities Contract Liabilities Contract Liabilities Contract Liabilities Contract Liabilities Transcol Liabilities Lame Liabilities Contract Liabilities Tonal Contract Liabilities	2.927	2,995
COTAL ASSETS COUTY AND LIABILITIES COUTY Figuity share capital Other Equity Equity antiflatable to equity shareholders Later Liabilities Contract Liabilities Financial Liabilities Lame Liabilities Contract Liabilities Contract Liabilities Contract Liabilities Contract Liabilities Contract Liabilities Transcol Liabilities Lame Liabilities Contract Liabilities Tonal Contract Liabilities	25,203	21,066
EQUITY AND LIABILITIES EQUITY Equity share supital Other Equity Equity antibatable to equity shareholders LARRILITIES Non-current liabilities Contract Liabilities Lune Liabilities Contract Substition Other non-current liabilities Francial Liabilities Contract Liabilities Contract Liabilities Francial Liabilities Francial Liabilities Loase Liabilities Trade Populates (i) Total outstanding dues of more integerises and small enterprises (ii) Total outstanding dues of crodinars other than micro-enterprises and small enterprises (iii) Total containing dues of crodinars other than micro-enterprises and small enterprises Other formed disabilities Other formed disabilities	15	15
EQUITY Equity share capital Other Equity Spairy attributable to equity standarders LEARILITIES Non-carrow liabilities Contract Liabilities Leare Liabilities Leare Liabilities Contract Liabilities Contract Liabilities Contract Liabilities Contract Liabilities Leare Liabilities Tracted Spairities Contract Liabilities Leare Liabilities Leare Liabilities Contract Liabilities Leare Liabilities Leare Liabilities Contract Liabilities Leare Liabilities Contract Liabilities Leare Liabilities Contract Liabilities Leare Liabilities Contract Liabilities Contrac	44.649	34,096
Equity share capital Other Equity Source States LATSILITES Non-carron Substitues Contract Embelsians Financial Etablishes Financial Etablishes Financial Etablishes Contract Embelsians Other non-current Substitues Financial Etablishes Trade Poyubles (0) Total outstanding dues of nucre insceptions and small enterprises (a) Total outstanding dues of creatment other than micro embergances and small enterprises Other formical darbitracs Other formical darbitracs Other formical darbitracs Other surrent Substitues	2000000	
Other Equity Spainy artificiable to equity standarders LABILITIES Non-carrier liabilities Contract Liabilities Francial Liabilities Lame Liabilities Other non-current liabilities Contract Liabilities Contract Liabilities Contract Liabilities Lame Liabilities Lame Liabilities Trancial Liabilities (3 Total outstanding dates of more inscriptions and annul inscriptions (a) Total outstanding dates of crudinary other (inscriptions Other formodel faibilities Other formodel faibilities Other formodel faibilities Other formodel faibilities		
Equity antifactable to equity stancholders  LARILLTIES  Non-carron liabilities  Contract Liabilities  Lame Liabilities  Contract liabilities  Contract liabilities  Contract Liabilities  Contract Liabilities  Contract Liabilities  Financial Liabilities  Losse Liabilities  Trade Poyables  (a) Total outstanding dues of more integerises and small enterprises  (a) Total outstanding dues of credimas other than micro enterprises  (b) Total outstanding dues of credimas other than micro enterprises  (c) Other formed disabilities  Other formed disabilities  Other formed disabilities	575	575
LEAFILITIES Non-carron labelines Contract Labelines Financial Labelines Lone Labelines Contract Labelines Labelines Labelines Labelines Labelines (i) Total outstanding dues of more incoprises and small enterprises (ii) Total outstanding dues of credimary other times micro-contemprises and small enterprises (iii) Total outstanding dues of credimary other times Color formed dashines Color formed dashines Color surren liabelines	21,799	22,001
Nem-carrent liabilities Contract Liabilities Emercal Liabilities Lame Liabilities Contract Liabilities Other non-current liabilities Contract Liabilities Contract Liabilities Contract Liabilities Liabilities Loans Liabilities Trace Populates (a) Total outstanding does of more incoprises and small interpreses (a) Total outstanding does of crudinal other incommence and small interpreses (b) Total outstanding does of crudinal other incommence and small interpreses Other formodel darbitimes Other formodel darbitimes Other formodel darbitimes	23,374	22,576
Contract Liabilities Financial Liabilities Leare Liabilities Other non-current liabilities Princetories  Contract Liabilities Contract Liabilities Leane Liabilities Leane Liabilities Leane Liabilities (a) Total constanding does of more interprises and small enterprises (a) Total constanding does of creatmax other than micro-enterprises (a) Total constanding does of creatmax other than micro-enterprises (b) Total constanding does of creatmax other than micro-enterprises Other forencied labilities Other sources liabilities		
Printer Liabilities Lame Liabilities Other non-current habitates Print states Contract Liabilities Contract Liabilities Financial Liabilities Loans Liabilities Loans Liabilities (i) Total outstanding dues of more integerises and small enterprises (ii) Total outstanding dues of credimary other than micro-enterprises and small enterprises (iii) Total outstanding dues of credimary other times micro-enterprises and small enterprises (iii) Total outstanding dues of credimary other times (iii) Total outstanding dues of credimary other	1.1	
Content institutes  Content institutes  Content Lightlinian  Francial Lightlinian  Francial Lightlinian  Francial Lightlinian  Trade Populated  (0 Total outstanding dues of more inscoprises and mail inscriptions  (a) Total outstanding dues of creatment other than micro-anterprises  (b) Total outstanding dues of creatment other than micro-anterprises and strain) anterprises  Other formed duelinians  Other formed duelinians	720	720
Other non-current liabilities Princetons  Contract Liabilities Contract Liabilities Fenancial Liabilities Union Liabilities Union Liabilities (3 Total outstanding does of more incoperies and next incorprises (4) Total outstanding does of crediture other than micro-enterprises and small enterprises (4) Total outstanding does of crediture other than micro-enterprises and strail enterprises Other forencied liabilities Other sources liabilities Other sources liabilities		
Principles  Contract Exhibition  Contract Exhibition  Financial Exhibition  Financial Exhibition  Trade Populates  (a) Total outstanding does of more interprises and small enterprises  (a) Total outstanding does of credimar other than micro-enterprises and small enterprises  (b) Total outstanding does of credimar other than micro-enterprises and small enterprises  Other forencied labelines  Other sources liabelines  Other sources liabelines	2,681	570
Contract Explicition  Contract Explicition  Financial Explicition  Financial Explicition  Trade Population  (a) Total outstanding dues of more interprises and small enterprises  (a) Total outstanding dues of creatment other than micro-anterprises and small enterprises  (b) Total outstanding dues of creatment other than micro-anterprises and small enterprises  Other financial dashines  Other function liabilities	150	160
Contract Liabilities  Financial Liabilities  United Populates  (a) Total contracting does of more incorposes and amail enterprises  (a) Total contracting does of creatmax other than micro-enterprises and small enterprises  (b) Total contracting does of creatmax other than micro-enterprises and small enterprises  Other forencied liabilities  Other sources liabilities  Other sources liabilities	2,845	2,745
Contract Liabilities  Financial Liabilities  United Populates  (a) Total contracting does of more incorposes and amail enterprises  (a) Total contracting does of creatmax other than micro-enterprises and small enterprises  (b) Total contracting does of creatmax other than micro-enterprises and small enterprises  Other forencied liabilities  Other sources liabilities  Other sources liabilities	3,996	4,395
Fenancial Liabilities  Lone Liabilities  Trade Populsies  (a) Total outstanding does of more interprises and small interprises  (a) Total outstanding does of credimary other than micro-enterprises and strail enterprises  Other forencied labilities  Other surrers liabilities	5700	
Uses Liabilities  Trade Poyables  (i) Total outstanding dues of more interprises and small enterprises  (ii) Total outstanding dues of credimar other than micro enterprises and small enterprises  Other formed dual-times (citer surrent liabilities)	1,794	8,894
Trade Poyables  (i) Total outstanding dues of more interprises and amail reterrorises  (ii) Total outstanding dues of crudinas othly than micro-interprises and small outerprises  Other forescel labelines  Other surrers liabilines	22200	3555
(i) Total ouisia acting dues of more incoprises and annual recognises (ii) Total outstanding dues of creatment othly than micro-information and small enterprises Other forested fashibutes Other surrers liabilities	600	365
(i) Total ouisia acting dues of more incoprises and annual recognises (ii) Total outstanding dues of creatment othly than micro-information and small enterprises Other forested fashibutes Other surrers liabilities		
(a) Total outstanding dark of crudinary other times micro enterprises and small outerprises  Other forminal facilities Citier surrent liabilities	7.6	28
micro-enterprises and small-enterprises Other financial tabulanes Other surrent liabilities	9,167	5,847
Other faceociel tabulates Other surrers liabilates	4,107	3266
Other-sources liabilities	29	117
~BXCX16C11XXC1X0FFX.10 - 0.0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1.892	1.537
Provision for tabulation (not or adunuacy)	308	1,71,70
Proviora		206
	1.079	929
TOTAL ROLETY AND LIABILITIES	14,269 44,049	11,125

For and on behalf of the Board Philips India Lamited

Rajiv Mathur

Director DIN 8056132

Sudoep Agrawat

Philips India Limited

Revenue from operations Other income Total Income Expenses

and stock in-trade Employee benetis expense

Finance costs

Other expenses Total expenses

Profit before tax Tax expense Current tax

Profit for the year (A) Other Consprehensive Income

Cost of raw materials consumed Purchases of stock-in-trade-

Depreciation and amortization expense

Profit before exceptional nems and tax Executional items (net) Loss / (Profit)

Deferred tax expenses - crods / (charge)

Incurse tax effect on defined benefit plans Other Comprehensive Income for the year (B)

Total Comprehensive income for the year (A+B)

Clunges in inventories of work-in-progress, finished goods.

farms that will not be reclassified suburquently to profit or Loss Re-mereurement gams / (losses) on defined benefit plans

Particulars.

lacome

Statement of Profit and Loss for the six months ended Sept 30, 2020

Year ended March 31, 2020 (Audited)	Six mentles raded Sept 30, 2020 (Unaudited)
46.312	22.040
45,342	22,940
45,764	23.025
43, 004	25,925
2,309	1,577
17,329	7,925
581	-
13,514	7,410
196	107
1,180	616
8,309	4,240
43,419	21,884
2,346	1,141
(142)	2000
2,488	1,141
(878)	(298)
(95)	(45)
1,513	298
(763)	- 11
197	1.1
(566)	1
949	798

For and on behalf of the Board Philips India Limited

Director

DIN 8056132

# Preethi Kitchen Appliances Pvt. Ltd.



Corporate Office:

Futura Tech Park. Q-4, 4th Floor, Block - B, No. 334, Rajiy Gandhi Salai, (OMR), Sholinganallur, Chennai - 600 119. INDIA Phone: 044 - 2450 1042 / 44 / 45 / Fax: 6694 9648

Proetto Körlen Appliances Private Limited Balance Sheet as at 30 September 2028

Zeclodes	As at 50 Superview 2820	As at 51 Munch 1816
ASSETS		
Nun-carrona ustatic		76222702
Property, Photo and Europeana	461,362,602	509,994,163
tempitos	1,296,583,192	1,199,503,162
Investment Property	58,3-G,/81	58,505,568
Planneis LAssets		
Lows	25,05-4,118	31.212.727
Terformitio ando indi	1,070,163,484	1,134,546,565
incorne un saut itsuli	38,420,388	33,046,983
Other two conversi accept	39,632,376	-34,361,436
2,000	1,096,609,174	1,881,139,157
Current spectr	383,629,160	844,788,937
Insumotics	harden and a second	2,752
Terrorit faces	118893.503	106,772,660
Finde receivables	3,921,003,638	2,971,773,175
b. Cash and each expression to	H.DEAST	14,492,557
t. Other Ensocial Assets	120.834.072	153,440,828
Other correct excels:	4.753.625.618	3,915,181,000
	7,890,496,694	6,8W,325.198
TOTAL ASSETS	1,880,436,704	WALES OF THE PARTY
EQUITY AND LIABILITIES		
EQUITY	ats \$20,000	9/1879,000
Equity cheto copital		6,611,199,643
Olive Backs	4,433,879,338 4,366,798,738	1,484,899,041
Equity attitleatable to equity observablers.	5.500,190,734	5,464,6590141
LIABULITIES		
Non-commer tiobilities		
Finonchi Lichilalus	179,989,949	782,442,600
Evano listri 9 9 ve	166,265,762	17,850,800
Provisions	The second secon	236,271,000
	335,635,687	110,110,110
Current Subilities		
Planulal Cobi-Wes		27/029/245
a Luisa Kahillaiss.		21/10/8/200
h. Trade Pse-shick		95,175,200
(i) Tital or blanding data of micro exception and	12	90,110,200
caroli acorprises	0.292,324,549	290,141,080
(ii) Total outstanding days of conflows other flow	Congression.	2444140
micro contradient and manifestation	6,310,983	6.490.26
c. Office financial inhelition	410,113,512	248,757,943
Other current Build trice:	26,499,313	9,341,991
Clarinot Lishitkiny	10,000	74.963,077
Previous	1,736,841,199	1,252,813,041
	7,668,434,584	6,896,325,186
TOTAL EQUITY AND LIABILITIES	Londowst	-
Reso of propertiese, repotenties and significant accounting policies		

DIN: 08274554 Managing Distates Statics Agraval DIN, 01096132 Dinator

Arren Arabinah

Consorty Secretary

Place: Gangran

Registered Office: -

C/o Boomerang, Unit No. 506, 5th Floor, Wing B-2, Chandivali Farm Road, Powal, Mumbai - 400 072. E-mail: info@preethi.in ★ Website: www.preethi.in ★ CIN No.: U36993MH2011PTC213827

# Preethi Kitchen Appliances Pvt. Ltd.



Corporate Office:

Futura Tech Park. Q-4, 4th Floor, Block - B, No. 334, Rajiv Gandhi Salai, (OMR), Sholinganallur, Chennal - 600 119. INDIA Phone: 044 - 2450 1042 / 44 / 45 / Fax: 6694 9648

Preethi Kitchen Appliances Private Limited Statement of Profit and Loss for the period ended 30 Sepsember 2020

Particulars	Period ended 30 September 2020	Year unded 31 March 2020
Excense	Surger victories	Machet II. on G
Revenue from operations	2,998,531,087	6,894,955,329
Other income	65,755,606	180,819,623
Total Income	2,966,286,613	6,875,372,952
Expenses		
Cost of raw materials consumat	767,497,656	2,257,480,830
Purchases of stock-in-trade	732,674,146	1,840,562,441
Changes in inventories of work-in-progress, finished goods and mock-in-trade	227,732,246	(81,750,787)
Employee hearins expense	281,229,593	621,410,250
Finance costs	19,469,087	21,773,566
Depondation and amortization expense	47,797,012	95,765,535
Other respenses	654,261,892	1,474,555,401
Total capeanes	2,721,571,631	6,229,897,327
Preds before exceptional firms and tax	244,714,982	645,415,625
Exceptional items (not) Lass / (Profit)		
Preste before rax	244,714,982	645,435,623
Try expense		
Current tax	-	
Deforred tax expenses - codit / (charge)	(63,995,387)	(718,229,047)
Profit/(Loss) for the year (A)	181,719,695	(22,253,422)
Other Comprehensive Income		
Items that will not be reclassified subsequently to profit or Loss		
Re-measurement gains / (knoca) on defined benefit plana	-	13,751,948
Income tax affect on defined bonefit plane	2	(3,461,365)
Other Comprehensive Income for the your (B)		10.290.583
Total Comprehensive income for the year (A+B)	181,719,495	(62,462,839)
Earnings per equity share		
Basic comings per equity share of Rs. 10 each (in Rs.)	1.91	(0.76)
Difused earnings per occurs shore of ICs.10 each (in ICs.)	1.91	(0.76)
Basis of preparation, measurement and significant accounting policies		

DDC:00074854

Managing Director

Annu Andrings Company Secretary Place Gangotte

DEN: 00055432 Districtor



Registered Office: -

C/o Boomerang, Unit No. 506, 5th Floor, Wing B-2, Chandivali Farm Road, Powal, Mumbal - 400 072. E-mail : Info@preethl.in ★ Website : www.preethl.in ★ CIN No. : U36993MH2011PTC213827

#### Private and Confidential

123, Pocket 1, Jasola, New Delhi - 110025 T :+91-11-49124172 M:9910223217

1 | Page

E : bhavna@bgna in

# BHAVNA GARG

To

The Board of Directors M/s Philips India Limited 98, 9th Floor, DLF Cyber City DLF Phase III, Gurgaon 122002 HR

Recommendation on Share Entitlement Ratio for the proposed demerger by M/s Philips India Limited of its Domestic Appliance Business and its investment in M/s Preethi Kitchen Appliances Private Limited into M/s Philips Domestic Appliances India Limited

#### **OBJECTIVE**

I refer to the engagement letter dated 10th June, 2020, whereby the Board of Directors of M/s Philips India Limited ("the Company" or "Philips") has approached me for a report recommending the Share Entitlement Ratio for the purpose of the proposed restructuring of Philips under a Composite Scheme of Arrangement ("Scheme") amongst Philips India Limited, Preethi Kitchen Appliances Private Limited, Philips Domestic Appliances India Limited and their respective shareholders pursuant to provisions of section 230 to 232 of the Companies Act, 2013 ("Act"). The 'appointed date' for the Scheme shall be 01th July 2021 or such other date as may be determined in accordance with the provisions of the Scheme and 'record date' for the Scheme shall be a mutually agreed date to be fixed by the Board of Directors of Philips and Philips Domestic Appliances India Limited for the purposes of determining the equity shareholders of Philips to whom shares of Philips Domestic Appliances India Limited would be issued and allotted in accordance with Clause 11 of the Scheme.

This report has been provided in the capacity of registered valuer under Section 247 of the Act read with Companies (Registered Valuers and Valuation) Rules, 2017.

This report has been prepared to comply with the purpose mentioned above. The report is not to be used for any other purpose. This report is subject to the scope, assumptions, exclusions, limitations and disclaimers detailed hereinafter. As such, the report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

#### BACKGROUND

## PHILIPS INDIA LIMITED

Philips India Limited is a public limited company incorporated on 31<sup>st</sup> January, 1930 under the provisions of the Companies Act, 1913, having its registered office at 3<sup>st</sup> Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town (Rajarhat) Kolkata - 700156, West Bengal. The Company is engaged in various businesses including Domestic Appliances Business (as defined below); diagnostic imaging, interventional x-ray, and ultrasound, and patient monitoring businesses; manufacturing, trading and dealing of consumer products such as grooming products, beauty products, oral health care and mother and child care products, informatics solutions on healthcare informatics, infrastructure and consulting solutions; software development, product engineering and service innovation in relation to various products; and other functions. The Company is a subsidiary of Koninklijke Philips N.V., which is a Netherlands based company having its registered office at Amsterdam ("KPNV").

The Company was incorporated on 31° January, 1930, in the state of West Bengal as a private limited company under the name 'Philips Electricals Company (India) Private Limited'. The name of the Company was changed to 'Philips India Private Limited' with effect from 12th September, 1956. The status of the Company was changed from a private limited company to a public limited company with effect from 04th November, 1957. Consequently, the name of the Company was changed to 'Philips India Limited'. Thereafter, the name of the Company was changed to 'Peico Electronics & Electricals Limited' (with effect from 20th April, 1979), 'Philips India Limited' (with effect from 20th December, 1993) and 'Philips Electronics India Limited' (with effect from 08th August, 2005). On 23th October, 2013, the name of the Company was again changed to its present name, 'Philips Jacks' Limited'.

'Domestic Appliances Business' means the business of, (A) manufacturing, trading and dealing in (I) kitchen appliances i.e., appliances used primarily for food preparation and cooking and more specifically covering products such as mixer- grinders, food processors, hand mixers, juicers, ovens, air fryers, induction cook tops etc.; (iii) garment care products such as irons, steamers and related accessories; and (iii) home care products such as air purifiers, vaccum cleaners, air filters and coffee makers etc, and (B) software development, product engineering and service innovation in relation to the products specified in (A) above. It is hereby clarified that Domestic Appliances Business, shall not include the business of manufacturing, trading and dealing in grooming products for face and body; beauty products including hair care and female depilation; mother and child care products; and oral health care products.

The Capital Structure of the Company as on 31" March, 2020 stands as under:

- A) Authorized Share Capital:
  - 9,20,00,000 Equity Shares of ₹ 10 each;
  - 2,00,00,000 Non-convertible cumulative preference Shares of ₹ 10 each.
- B) Issued, Subscribed and Paid-up Share Capital:
  - 5,75,17,242 Equity Shares of ₹ 10 each.

The shareholding of the Company as on 31st March, 2020 is as under:

Name of Shareholder	No. of Shares	%age
Kaninklijke Philips N.V	5,52,90,182	96.13%
Others	22,27,060	3.87%
Total	5,75,17,242	100%

## PREETHI KITCHEN APPLIANCES PRIVATE LIMITED

Preethi Kitchen Appliances Private Limited ("PKAPL") is a private limited company incorporated on 21<sup>st</sup>. February, 2011 under the provisions of the Companies Act, 1956 ("1956 Act"), having its registered office at Raheja Platinum, Sag Baug Road, Off, Andheri Kurla Road, Andheri East, Mumbal – 400059, Maharashtra, PKAPL is one of the leading manufacturers of kitchen appliances focusing on the South Indian market. PKAPL product range comprises mixies, table top grinders, coffee makers, induction cookers, electric rice cookers, electric kettle, electric iron box and electric pressure cooker.

The Capital Structure of PKAPL as on 31° March, 2020 stands as under:

- A) Authorized Share Capital:
  - 9,69,87,421 Equity Shares of ₹ 10 each;
  - 3,40,62,579 8% Compulsorily Convertible Non-cumulative preference share of ₹ 10 each.
- B) Issued, Subscribed and Paid-up Share Capital:
  - 9,51,87,940 Equity Shares of ₹ 10 each.

The shareholding of the Company as on 31st March, 2020 is as under:

Name of Shareholder	No. of Shares	Sage:
Philips India Limited (includes beneficial ownership)	9,51,87,940	100%
Total	9,51,87,940	100%



#### PHILIPS DOMESTIC APPLIANCES INDIA LIMITED

Philips Domestic Appliances India Limited ("Resulting Company") Is a public limited company incorporated on 17th July, 2020 under the provisions of the Act, having its registered office at 3rd Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town, Kolkata-700156, West Bengal. Philips Domestic Appliances has been incorporated with the object of, inter alia, to carry on the business of manufacturers, producers, stocklest, commission agents, importers, exporters of electrical products and other domestic appliances, their assemblies, kits, spares and accessories in India and abroad.

The Capital Structure of Resulting Company as on date stands as under:

- A) Authorized Share Capital:
  - 50,000 Equity Shares of ₹ 10 each
- B) Issued, Subscribed and Pald-up Share Capital:
  - 50,000 Equity Shares of ₹ 10 each.

Name of Shareholder	No. of Shares	%age
Philips India Limited (includes beneficial ownership)	50,000	100%
Total	50,000	100%

#### PROPOSED TRANSACTION

I understand that the managements of Philips (together referred as "Management") is contemplating the demerger of its Domestic Appliance Business and its investment in PKAPL into the Resulting. Company, through a Scheme pursuant to provisions of section 230 to 232 of the Act.

For the aforesaid purpose, I have been requested by the Board of Directors of Philips to submit a Report recommending the ratio of entitlement of equity share of Resulting Company to the shareholders of Philips in connection with the proposed demerger for the consideration of the Board of Directors of Philips.

## INFORMATION SOURCES AND PROCEDURES

Reliance has been placed on the information provided by the management of Company during discussions.

It may be relevant to indicate here that scope of my assignment did not include any corroborative work on the above stated information and their underlying assumptions, as provided by the management of the Company.

Key Documents received

- (i) Audited Financial Statements of Philips for the year ended 31st March, 2020;
- (ii) Audited Financial Statements of Philips for the year ended 31st March, 2019;
- (iii) Audited Financial Statements of PKAPL for the year ended 31st March, 2020;
- [iv] Audited Financial Statements of PKAPL for the year ended 31<sup>st</sup> March, 2019;
- (v) Draft Composite Scheme of Arrangement;

CONTRACTOR OF THE PROPERTY OF

- Other relevant details such as history of the Company, its promoters, shareholding pattern, other relevant information and data.
- (vii) I have also received the necessary explanations and information, which I believed were relevant to the present exercise from the executives and management of the Company.

The Company have been provided with the opportunity to review the draft report as part of the standard practice to make sure that factual inaccuracies/omissions are avoided in the final report.

### APPROACH - SHARE ENTITLEMENT RATIO FOR PROPOSED DEMERGER

As per the Proposed Scheme, in consideration of the transfer and vesting of Domestic Appliance Business of Philips and its investment in PKAPL into the Resulting Company, the Resulting Company shall issue & aliot equity shares to the equity shareholders of Philips based on the ratio of allotment of shares.

Upon the issue of shares by the Resulting Company, the entire existing share capital of the Resulting Company held by Philips shall stand cancelled without any payment.

I understand that, as part of the Scheme the Domestic Appliance Business of Philips and its investment in PKAPL is proposed to be demerged into Resulting Company. Once the scheme is implemented, all the shareholders of Philips would also become shareholders in the Resulting Company, and their shareholding in Resulting Company would mirror their shareholding in Philips.

I further understand that as an effect of demerger, each shareholder of Philips would become owner of shares in two companies instead of one. Post demerger, the percentage holding of a shareholder in Philips would remain unchanged from the proportion of capital held by such shareholder in Philips prior to the demerger.

The Management of Philips has further indicated that the shareholding of Resulting Company pursuant to the Proposed Demerger of Domestic Appliance Business of Philips and its investment in PKAPL into the Resulting Company would be, effectively, same as the shareholding of Philips as the new shares of Resulting Company would be issued to the shareholders of Philips in proportion to their shareholding in Philips as on the 'record date'. Thus I understand that the interest of the shareholders in Philips will effectively remain unchanged and therefore from that perspective shareholders interest would not be prejudicially affected. The Scheme does not envisage dilution of the holding of any one or more of shareholders as a result of operation of the Scheme.

## RECOMMENDATION OF SHARE ENTITLEMENT RATIO FOR THE PROPOSED DEMERGER

Considering the desired capital structure of Resulting Company, the management has proposed a share entitlement ratio of 1 fully paid equity share of Resulting Company of face value ₹ 10 each, in exchange of every 1 fully paid equity share of Philips of face value ₹ 10 each in the event of Demerger of Domestic Appliance Business of Philips and its investment in PKAPL into Resulting Company.

As proposed by the management and on consideration of all the relevant factors and circumstances as discussed and outlined hereinabove, the share entitlement ratio in the event of demerger is proposed as follows:

1 fully paid equity share having face value of ₹ 10 each of the Resulting Company for every 1 fully paid equity share of face value of ₹ 10 each held in Philips.

I believe that the above share entitlement ratio is fair and reasonable considering that all the shareholders of Philips will upon demerger, be the ultimate beneficial owners of Resulting Company in the same ratio as they hold shares in Philips, as on the 'record date'

## SCOPE LIMITATIONS, ASSUMPTIONS, QUALIFICATIONS, EXCLUSIONS AND DISCLAIMERS

- This Report has been prepared for the Board of Directors of the Company and Resulting Company, for the purpose indicated and accordingly the report should not be relied upon for any other purpose or by any other party. I understand that the Board of Directors of the Resulting Company have passed a resolution ratifying and approving the terms of our engagement letter dated 10<sup>th</sup> June, 2020 in their Board Meeting dated 21<sup>st</sup> July, 2020 and hence the Board of Directors of the Resulting Company may also rely on our report. I shall not accept any responsibility or liability to any third party to whom this Report may be shown or whose hands it may come.
- I am independent of the shareholders, directors and management of the company and do not have any financial association with the shareholders, directors and management of the company other than receipt of fees in connection with the professional services provided.
- Provision of share entitlement ratio recommendation and considerations of the issues described herein are areas of my regular corporate advisory practice. The services do not represent accounting, assurance, financial due diligence review, consulting or tax-related services that may otherwise be provided.
- My scope is limited to expression of my view on the proposed share entitlement ratio and its impact on the economic interest of the shareholders of Philips and the Resulting Company. The report should not be construed as, my opinion or certifying the compliance of the proposed restructuring with the provisions of any laws including the Companies Act, 1956, Companies Act, 2013, FEMA, taxation related laws, capital market related laws, any accounting, taxation or legal implications or issues arising from Proposed demerger.
- This Report, its contents and the results herein are (i) specific to the purpose of report agreed as
  per the terms of my engagement; and (ii) are based on the data detailed in the section Information Sources and Procedures.
- I acknowledge that I have no present or contemplated financial interest in the Company. My fees
  for this engagement are based upon normal billing rates, and not contingent upon the results or
  the value of the company or in any other manner. I have no responsibility to modify this report for
  events and circumstances occurring subsequent to the date of this report.
- I owe responsibility to only the Boards of Directors of Philips who have appointed me under the terms of my engagement letter and nobody else. I will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of or advice given by any other advisor to Philips. In no event shall I be liable for any loss, damage, cost or expenses arising in any way from fraudulent acts, misrepresentations or wilful default on part of Philips, their directors, employees or agents. In no circumstances shall the liability of Ms. Bhavna Garg, her employees, relating to the services provided in connection with the engagement set out in this report exceed the amount paid to me in respect of the fees charged by me for these services.
- In the course of this engagement, I was provided with both written and verbal information, including market, financial and operating data. In accordance with the terms of my engagement, I have assumed and relied upon, without independent verification, (i) the accuracy of the information that was publicly available and was considered as part of my analysis for this report and (ii) the accuracy of information made available to me by the company. In accordance with my work order, I have not audited, reviewed or otherwise investigated the historical financial information provided to me. I have not independently investigated or otherwise verified the data provided by the company. Accordingly, I do not express an opinion or offer any form of assurance regarding the truth and fairness of the financial position as indicated in the financial statement. Also, with respect to explanations and information sought from the company, I have been given to understand by the Management of the company that they have not omitted any relevant and material factors about the Company.

- The determination of share entitlement ratio is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgement. There is, therefore, no indisputable single share exchange ratio. While I have provided my recommendation of the share entitlement ratio based on the information available to me and within the scope and constraints of my engagement, others may have a different opinion. The final responsibility for decision of the share entitlement ratio at which the proposed demerger shall take place will be with the Board of Directors.
- Except where specifically stated to the contrary, this report does not give any consideration to matters of a legal nature, including issues of legal title and compliance with local laws, and litigation and other contingent liabilities that may not have been recorded in the audited/ unaudited balance sheet of the company and my conclusion assumes that the assets and liabilities reflected in its audited/unaudited balance sheet, and assets/liabilities being transferred for, remain intact as of the report date.
- This report does not look into the business/commercial reasons behind the restructuring proposed
  under the scheme nor the likely benefits arising out of the same. Similarly, it does not address the
  relative merits of the restructuring proposed under the scheme as compared with any other
  alternatives business transaction, or other alternatives, or whether or not such alternatives could
  be achieved or are available.
- The company and its representatives warranted to me that the information supplied to me was complete and accurate to the best of their knowledge and that the financial information properly reflects the business conditions and operating results for the respective periods in accordance with generally accepted accounting principles. Information supplied to me has been accepted as correct without any further verification. I have not audited, reviewed, or compiled the financial information provided to me and, accordingly, I express no audit opinion or any other form of assurance on this information.
- This report reflects facts and conditions existing or reasonable foreseeable at the date of this
  report. Events occurring after the date hereof may affect this report and assumption used in
  preparing it, and I do not assume any obligation to update, revise or reaffirm this report.
- My engagement for this work does not include any procedures designed to discover any defalcations or other irregularities, should any exist.
- No change of any item in this report shall be made by anyone other than me, and I will have no
  responsibility for any such unauthorized change.
- I have made no investigation of title to property. I have not attempted to confirm whether or not all assets of the business are free and clear of liens and encumbrances or that the entity has good title to all assets.
- \* The report will be used in relation to the proposed scheme amongst Philips, PKAPL, Resulting Company and their respective shareholders. Notwithstanding anything to the contrary contained herein, this report may be filed or shared with the relevant benches of the National Company Law Tribunal and or the National Company Law Appellate Tribunal and other courts and governmental, statutory, regulatory, quasi-judicial, judicial, administrative authorities, or any other person as required under applicable law in relation to or in connection with the aforesaid scheme.



### Private and Confidential

This Report is issued on the understanding that the Management has drawn my attention to all
matters of which they are aware, which may have an impact on this Report up to the date of the
signature. I have no responsibility to update this Report for events and circumstances occurring
after the date of this Report.

I would like to record my appreciation for the courtesy and co-operation received during the course of my work and look forward to continuing my professional association.

Que faithfully,

BHAVNA GARG

ICAI Membership No. 524347

IBBI Registration No. IBBI/RV/05/2019/10677

ICMAI RVO Membership No. ICMAI RVO/S&FA/00029

UDIN: 20524347AAAAQ82619 New Delhi; 28th August, 2020







123, Pocket 1, Jasola, New Dethi - 110025 F : +91-11-49124172 M : 9910223217 E : bhavna@bgna.in

To

The Board of Directors
M/s Philips India Limited
9B, 9th Floor, DLF Cyber City
DLF Phase III, Gurgaon 122002 HR

The Board of Directors

M/s Preethi Kitchen Appliances Private Limited
Raheja platinum, Sag Baug Road, Off,
Andheri Kurla Road, Andheri East
Mumbai, Maharashtra 400059 IN

## REPORT SUMMARISING ASSESSMENT OF THE PROPOSED CAPITAL REDUCTION BY M/S PREETHI KITCHEN APPLIANCES PRIVATE LIMITED

#### 1. OBJECTIVE

I refer to the engagement letter dated 10th June, 2020, whereby, the Management of M/s Philips India Limited (hereinafter referred to as "the Company" or "Philips" or "PIL" or "Demerged Company") and M/s Preethi Kitchen Appliances Private Limited ("PKAPL") has approached me to prepare Report summarising assessment of the proposed capital reduction by PKAPL.

This report has been prepared for the purpose mentioned above. The report is not to be used for any other purpose. This report is subject to the scope, assumptions, exclusions, limitations and disclaimers detailed hereinafter. As such, the report is to be read in totality, and not in parts and in conjunction with the relevant documents referred to herein.

## 2. BACKGROUND

#### PHILIPS INDIA LIMITED

Philips India Limited is a public limited company incorporated on 31th January, 1930 under the provisions of the Companies Act, 1913, having its registered office at 3th Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town (Rajarhat) Kolkata - 700156, West Bengal. The Company is engaged in various businesses including Domestic Appliances Business (as defined below); diagnostic imaging, interventional x-ray, and ultrasound, and patient monitoring businesses; manufacturing, trading and dealing of consumer products such as grooming products, beauty products, oral health care and mother and child care products, informatics solutions on healthcare informatics, infrastructure and consulting solutions; software development, product engineering and service innovation in relation to various products; and other functions. The Company is a subsidiary of Koninklijke Philips N.V., which is a Netherlands based company having its registered office at Amsterdam ("KPNV").

The Company was incorporated on 31th January, 1930, in the state of West Bengal as a private limited company under the name 'Philips Electricals Company (India) Private Limited'. The name of the Company was changed to 'Philips India Private Limited' with effect from 12th September, 1956. The status of the Company was changed from a private limited company to a public limited company with effect from 04th November, 1957. Consequently, the name of the Company was changed to 'Philips India Limited'. Thereafter, the name of the Company was changed to 'Polco Electronics & Electricals Limited' (with effect from 20th April, 1979), 'Philips India Limited' (with effect from 20th December, 1993) and 'Philips Electronics India Limited' (with effect from 08th August, 2005). On 23th October, 2013, the name of the Company was again changed to its present name, 'Philips India Limited'.

#### Private and Confidential

'Domestic Appliances Business' means the business of, (A) manufacturing, trading and dealing in (I) kitchen appliances i.e., appliances used primarily for food preparation and cooking and more specifically covering products such as mixer- grinders, food processors, hand mixers, juicers, ovens, air fryers, induction cook tops etc.; (ii) garment care products such as irons, steamers and related accessories; and (iii) home care products such as air purifiers, vaccum cleaners, air filters and coffee makers etc, and (B) software development, product engineering and service innovation in relation to the products specified in (A) above. It is hereby clarified that Domestic Appliances Business, shall not include the business of manufacturing, trading and dealing in grooming products for face and body; beauty products including hair care and female depilation; mother and child care products; and oral health care products.

The Capital Structure of the Company as on 31" March, 2020 stands as under:

- A) Authorized Share Capital:
  - 9,20,00,000 Equity Shares of ₹ 10 each;
  - 2,00,00,000 Non-convertible cumulative preference Shares of ₹ 10 each.
- B) Issued, Subscribed and Paid-up Share Capital:
  - 5,75,17,242 Equity Shares of ₹ 10 each.

The shareholding of the Company as on 31st March, 2020 is as under:

Name of Shareholder	No. of Shares	%age
Koninklijke Philips N.V	5,52,90,182	96.13%
Others	22,27,050	3.87%
Total	5,75,17,242	100%

#### PREETHI KITCHEN APPLIANCES PRIVATE LIMITED

Preethi Kitchen Appliances Private Limited ("PKAPL") is a private limited company incorporated on 21<sup>st</sup> February, 2011 under the provisions of the Companies Act, 1956 ("1956 Act"), having its registered office at Raheja Platinum, Sag Baug Road, Off, Andheri Kurla Road, Andheri East, Mumbai – 400059, Maharashtra. PKAPL is one of the leading manufacturers of kitchen appliances focusing on the South Indian market. PKAPL product range comprises mixies, table top grinders, coffee makers, induction cookers, electric rice cookers, electric kettle, electric iron box and electric pressure cooker.

The Capital Structure of PKAPL as on 31st March, 2020 stands as under:

- A) Authorized Share Capital:
  - 9,69,87,421 Equity Shares of ₹ 10 each;
  - 3,40,62,579 8% Compulsorily Convertible Non-cumulative preference share of ₹ 10 each.
- B) Issued, Subscribed and Paid-up Share Capital:
  - 9,51,87,940 Equity Shares of ₹ 10 each.

The shareholding of PKAPL as on 31st March, 2020 is as under:

Name of Shareholder	No. of Shares	%age
Philips India Limited (includes beneficial ownership)	9,51,87,940	100%
Total	9,51,87,940	100%



#### PROPOSED RESTRUCTURING

I understand that management of Philips is contemplating to restructure its Domestic Appliance Business in India and Investment of Philips in PKAPL ("Demerged Lindertaking"), in to Philips Domestic Appliances India Limited (wholly owned subsidiary of Philips) ("Resulting Company"). Such restructuring is proposed to be carried out through a Composite Scheme of Arrangement ("SOA") under the provisions of the Companies Act, 2013 ("Act"). The appointed date for the SOA shall be 01" July, 2021 or such other date as may be determined in accordance with the provisions of the SOA.

Following are the step under such SOA:

- (a) re-organization of the share capital and securities premium reserve account of PKAPL involving reduction in the face value of the fully paid up equity shares and reduction of the securities premium reserve account of PKAPL and return of the amounts so reduced to the shareholders of PKAPL on a proportionate basis. The remaining amount in the securities premium reserve account shall be partly adjusted against the balance in the profit and loss account of PKAPL to inter alia write off net accumulated losses of PKAPL("Capital Reduction");
- (b) The transfer by way of a demerger of the Demerged Undertaking of the Demerged Company to the Resulting Company on a going concern basis, reduction of share capital held by the Demerged Company in the Resulting Company and issue of equity shares by the Resulting Company to the shareholders of the Demerged Company;
- (c) Amalgamation of PKAPL with the Resulting Company and dissolution of PKAPL without winding up and the cancellation of equity shares of PKAPL held by the Resulting Company ("Amalgamation"); and
- (d) Various other matters consequential or integrally connected therewith including the reorganisation of the share capital of the Resulting Company.

I understand from the Management that PKAPL has more capital than it can profitably employ and the capital is in surplus to its requirements. This has given rise to the need to return the excess capital and readjust the relation between capital and assets and to accurately and fairly reflect the assets and liabilities of PKAPL in its books of accounts. Therefore, the Capital Reduction of PKAPL is being undertaken under the SOA to give a true and fair view of the books of accounts of PKAPL and to reflect its assets and liabilities at their real value and maximize its business value. The Capital Reduction involves reduction in the face value of the fully paid up equity shares and reduction of the securities premium reserve account of PKAPL; and return of the amounts so reduced to the shareholders of PKAPL on a proportionate basis. Further, the remaining amount in the securities premium reserve account shall be partly adjusted against the balance in the profit and loss account of PKAPL to inter alia write off the net accumulated losses of PKAPL;

The above reduction in the share capital and the securities premium reserve of PKAPL shall be effected in accordance with the provisions of Section 230 to 232 of the Act. I also understand that the order of the NCLT sanctioning the SOA shall be deemed to be also the order under Section 66 of the Act for the purpose of confirming the reduction and PKAPL will not be required to follow the process under section 66 of the Act separately.

In this context, the management has requested me to prepare this Report for Summarising assessment of the proposed capital reduction by PKAPL.



### 3. INFORMATION SOURCES AND PROCEDURES

Reliance has been placed on the information provided by the management of Philips and PKAFL during discussions.

It may be relevant to indicate here that scope of my assignment did not include any corroborative work on the above stated information and their underlying assumptions, as provided by the management of the Companies.

## Key Documents received

- (i) Audited Financial Statements of Philips for the year ended 31th March, 2020;
- (ii) Audited Financial Statements of Philips for the year ended 31st March, 2019;
- (iii) Audited Financial Statements of PKAPL for the year ended 31st March, 2020;
- (IV) Audited Financial Statements of PKAPL for the year ended 31st March, 2019;
- Fair valuation report of Land dated 16th June, 2020 issued by CBRE South Asia Private Limited to PKAPI.
- (vi) Financial Projection of PKAPL for the fifteen months from 01<sup>st</sup> April, 2020 to 30<sup>th</sup> June, 2021 and projected balance sheet as on 30<sup>th</sup> June, 2021.
- [vii] Draft Composite Scheme of Arrangement;
- [viii) Other relevant details such as history of the Companies, its promoters, shareholding pattern, other relevant information and data.
- (ix) I have also received the necessary explanations and information, which I believed were relevant to the present exercise from the executives and management of the Companies.

The Companies have been provided with the opportunity to review the draft report as part of the standard practice to make sure that factual inaccuracies/omissions are avoided in the final report.



#### 4. FINANCIAL INFORMATION OF PKAPL

(Amount in Millions)

Particulars	31st Mar 2020	31st Mar 2019*	31st Mar 2018*
Revenue from operations	6,695	6,873	5,750
Other Income	181	176	190
Total Revenue	6,876	7,049	5,940
Cost of raw materials consumed	2,258	3,106	2,752
Purchases of stock-in-trade	1,841	1,312	725
Changes in inventories of work-in- progress, finished goods and stock-in- trade	(82)	(98)	50
Excise duty on sale goods	-		149
Employee benefits expense	621	664	626
Other expenses	1,474	999	778
Earnings before Interest, Tax, Depreciation and Amortisation (EBITDA)	764	1,066	860
As % of Revenue	11.41%	15.51%	14.96%
Less: Depreciation and amortization expense	96	742	688
As % of Revenue	1.43%	10.80%	11.97%
Earnings Before Interest and Tax (EBIT)	668	324	172
As 16 of Revenue	9.98%	4.71%	2.99%
Less: Finance costs	22	5	5
Less: Taxes (Inclusive of Deferred Tax)	719	73	(1,931)
Profit /(Loss) after Tax (before extra ordinary items)	(73)	246	2,098
Extra ordinary items	-	235	
Profit /(Loss) after Tax	(73)	11	2098

<sup>\*</sup>figures has been taken from audited financial statements for the year ended 31st March, 2019

### Key Points

- Total Revenue from operations of PKAPL were ₹ 6,876 Mn, ₹ 7,049 Mn and ₹ 5,940 Mn for the year ended on 31° March, 2020, 31° March, 2019 and 31° March, 2018 respectively.
- Profit/(Loss) after tax of PKAPL were ₹ (73) Mn, ₹ 246 Mn and ₹ 2,098 Mn for the year ended on 31<sup>st</sup> March, 2020, 31<sup>st</sup> March, 2019 and 31<sup>st</sup> March, 2018 respectively.



#### Private and Confidential

(Amount in Million)

			(Amount in Million)
Particulars	31st Mar 2020	31st Mar 2019*	31st Mar 2018*
Property, Plant and Equipment	337	275	525
ROU assets	171	- 2	100
Investment Property	59	59	59
Intangibles	1.191	1,191	1,801
Loans	31	30	31
Deferred tax assets (net)	1,134	1,855	1,931
income tax asset (net)	32	21	14
Other non current assets	26	40	39
Current Assets		. 33	
Inventories	645	571	529
Trade receivables	109	250	194
Cash and cash equivalents	2,992	2,323	1,413
Other Financial Assets	14	18	14
Other current assets	155	100	63
Long Term borrowings	3	3	. 7
Short Term borrowings	3	4	74
ROU Liabilties	183	-	
Current Liabilities			
Trade Payables	885	917	756
Other financial liabilities	9	2	8
Other current liabilities	249	188	173
Provisions	151	134	131
Contract Liabilities	9	16	12
Net Worth	5,404	5,469	5,452
As represented by			
Equity Share Capital	952	952	613
Instruments entirely in equity	-		339
Other Equity			
Securities Premium Reserve	6,479	6,479	6,479
Retained Earnings	(2,050)	(1,974)	(1,985)
Remeasurement of net defined benefit liability/ asset, net	23	12	6
Net Worth	5,404	5,469	5,452

<sup>\*</sup>figures has been taken from audited financial statements for the year ended 31st March, 2019

### Key Points

- Total assets of PKAPL were ₹ 6,896 Mn, ₹ 6,733 Mn and ₹ 6,613 Mn as on 31<sup>st</sup> March, 2020, 31<sup>st</sup> March, 2019 and 31<sup>st</sup> March, 2018 respectively.
- Total current assets of PKAPL were ₹ 3,915 Mn, ₹ 3,262 Mn and ₹ 2,213 Mn as on 31<sup>st</sup> March, 2020, 31<sup>st</sup> March, 2019 and 31<sup>st</sup> March, 2018 respectively.
- Total current liabilities of PKAPL were ₹ 1,303 Mn, ₹ 1,257 Mn and ₹ 1,080 Mn as on 31<sup>st</sup> March, 2020, 31<sup>st</sup> March, 2019 and 31<sup>st</sup> March, 2018 respectively.
- Net Working Capital except cash and cash equivalents and including loans, income tax assets (net) and Other non-current assets of PKAPL were ₹ (480) Mn, ₹ (234) Mn and ₹ (277) Mn as on 31<sup>st</sup> March, 2020, 31<sup>st</sup> March, 2019 and 31<sup>st</sup> March, 2018 respectively.
- Total net worth of PKAPL were ₹ 5,404 Mn, ₹ 5,469 Mn and ₹ 5,452 Mn as on 31<sup>st</sup> March, 2020, 31<sup>st</sup> March, 2019 and 31<sup>st</sup> March, 2018 respectively.

6|Page

#### Private and Confidential

• As at 31" March, 2020, PKAPL had Cash and cash equivalents amounting to ₹ 2,992 Mn and investment property of ₹ 59 Mn representing a surplus land parcel, which it envisages to transfer to Philips GBS LLP, on an arm's length basis, at an expected value of ₹ 116 Mn (as per discussion with the management, the land was acquired in March 2010 and the book value of the land is ₹ 59 Mn. The likely capital gain on sale of such land is expected to be minimal with indexed cost of ₹ 119 Mn. Further, I also understand from the management that PKAPL has capital loss of ₹ 145 Mn which are available for setting off any capital gain which would be generated from the sale of this land parcel. Hence PKAPL is unlikely to pay tax on the capital gains) (As provided by the management, further, I also understand that the transfer would be completed prior to filing of the SOA).

#### 5. ANALYSIS

- i. Return of Capital in excess of PKAPL's need
  - Based on the financial projections of PKAPL, I understand from the management that going forward with increasing revenues, profits of PKAPL are expected to increase. Following is the projected future profitability over the next 15 months period:

Particulars	Amount in Millions
Revenue	6,821
cogs	6,318
EBIT	503
Add: Interest on deposits	136
Less: Finance Cost	45
Less: Taxes*	
Profit after Tax	594
Add: Depreciation	133
Cash profits	727

- \* I understand from the management that PKAPL has unabsorbed deprecation of ₹ 4,693. Mn as at 31" March, 2020 accordingly tax has not been considered in the above calculation.
- Also, I understand from the Management that the available capacity is sufficient to cater to
  the increased revenues and only marginal investment with respect to maintenance capex
  would be required. Such maintenance capex can easily be funded using internal
  accruais/profits.
- Considering the existing cash position of ₹ 2,992, Mn as at 31" March, 2020 and factoring the expected future profitability for PKAPL from 01" April, 2020 to 30<sup>th</sup> June, 2021, the balance sheet of PKAPL as at 30<sup>th</sup> June, 2021 is projected by the management as follows:

Particulars	Amount in Millions
Intangible Fixed Assets	1,191
Tangible Fixed Assets	553
Deferred Tax assets	1,134
Net Working Capital	(888)
Cash and cash equivalents	4,066
Total	6,055
Equity Share Capital	952
Securities Premium Reserve	6,479
Accumulated losses as at 31" March, 2020	(2,027)
Profit for the period (01st April, 2020 to 30st June, 2021)	594
Capital profit on sale of land	57
Total	6,055

7|Page

ii. Set-off of Accumulated Losses against Securities Premium Reserve Account

Basis above, PKAPL will have estimated accumulated book losses of ₹ 1,433 Mm as at 30<sup>th</sup> June, 2021 (debit balance as at March 31, 2020 ₹ 2027 Mm minus estimated profit from 1<sup>th</sup> April, 2020 to 30<sup>th</sup> June, 2021 ₹ 594 Mm). Funderstand from the Management that in addition to the reduction of the Securities Premium Reserve Account by an amount of ₹ 3,590 Mm which will be used to return cash to its shareholder, PKAPL will reduce the Securities Premium Reserve Account by an additional amount of ₹ 1,250 Mm which will be adjusted against the accumulated losses of PKAPL. The balance accumulated book loss, if any, post such adjustment will continue to remain in the books of PKAPL and will be transferred to Resulting Company upon merger of PKAPL with the Resulting Company in accordance with the SOA. Such an adjustment would not have any adverse effect on the creditors and shareholder and PKAPL would honour its commitments and meet its obligations in the ordinary course of business. Further, PKAPL does not have any secured creditors (other than financial lease obligations for vehicles taken on lease) and hence the envisaged set-off does not in way impact the asset coverage ratio for the creditors.

Basis the above, the projected available cash and cash equivalents as at  $30^{\circ}$  June, 2021 is 4,066 Mn which per share basis works out to be 4.2.72.

I understand from the management that the repayment of capital to its shareholders have been proposed in the following manner:

Particulars	Amount in Millions except per share data
Net cash which may be returned	4,066
Amount per share basis	42.72
Proposed return of amounts in excess of the requirements of PKAPL to the shareholders from the share capital	5
Total amount returned to shareholders	475.94
Available cash post repayment of share capital to be returned by way of return of securities premium	3,590
Amount per share (representing return of securities premium)	37.72

Particulars	Amount in Millions
Securities Premium Reserve as on 30th June, 2021	6,479
Less: Adjustment of available cash post return of amounts in excess of the requirements of PKAPL to the shareholders from the share capital to be returned by way of return of securities premium (refer above table)	(3,590)
Less: Adjustment of accumulated losses	(1,250)
Balance available to be carried over	1,639

The Capital Reduction shall make the capital commensurate to the operating assets and shall improve the overall financial matrices for the PKAPL and its shareholders i.e. ROCE and RONW.

The envisaged Capital Reduction is not prejudicial to the interest of shareholders of PKAPL as they shall be getting a return of amounts in excess of the requirements of PKAPL.

The above calculation is subject to the specific representations and assumptions:

- Sale of Land Parcel at an estimated price of ₹ 116 Mn;
- Achievability of future profitability and consequent cash position as projected by the management for 30th June, 2021; and
- No tax impact on the future profitability.

The Key assumptions as quoted above forms the very basis of the working and the computation which are subject to same and hence the Board of Directors should assess the financials and available cash of PKAPL as on the Appointed Date.

8|Page

#### 6. SCOPE LIMITATIONS, ASSUMPTIONS, QUALIFICATIONS, EXCLUSIONS AND DISCLAIMERS

- The Analysis is confidential and has been prepared exclusively for the company/PKAPL, it should not be used, reproduced or circulated to any other person or for any purpose other than as mentioned above, in whole or in part, without my prior written consent. Such consent will only be given after full consideration of the circumstances at the time.
- In rendering our opinion, I have assumed, that the SOA will be implemented on the terms described therein, without any waiver or modification of any material term or conditions.
- My opinion is not intended to and does not constitute a recommendation to any shareholder as
  to how such holder should vote or act in connection with the SOA or any matter related thereto.
- I am independent of the shareholders, directors and management of the companies and do not have any financial association with the shareholders, directors and management of the companies other than receipt of fees in connection with the professional services provided.
- My Opinion described herein are areas of my regular corporate advisory practice. The services do
  not represent accounting, assurance, financial due diligence review, consulting, transfer pricing or
  domestic/international tax-related services that may otherwise be provided.
- I acknowledge that I have no present or contemplated financial interest in the Company/PKAPL.
   My fees for this report are based upon normal billing rates, and not contingent upon the results or in any other manner. I have no responsibility to modify this report for events and circumstances occurring subsequent to the date of this report.
- In the course of the engagement, I was provided with both written and verbal information, including market, financial and operating data. In accordance with the terms of my engagement, I have assumed and relied upon, without independent verification, (i) the accuracy of the information that was publicly available and was considered as part of my analysis for this report and (ii) the accuracy of information made available to me by the company/PKAPL. In accordance with my work order and in accordance with customary approach adopted, I have not audited, reviewed or otherwise investigated the historical financial information provided to me. I have not independently investigated or otherwise verified the data provided by the company/PKAPL. Accordingly, I do not express an opinion or offer any form of assurance regarding the truth and fairness of the financial position as indicated in the financial statement. Also, with respect to explanations and information sought from the company/PKAPL, I have been given to understand by the Management of the company/PKAPL that they have not omitted any relevant and material factors about the Company/PKAPL.
- Except as specifically stated to the contrary, this report has given no consideration to matters of a legal nature, including issues of legal tittle and compliance with local laws, and litigation and other contingent liabilities that are not recorded in the audited/ unaudited balance sheet of the company/PKAPL.
- This report does not look into the business/commercial reasons behind the restructuring proposed under the SOA nor the likely benefits arising out of the same. Similarly, it does not address the relative merits of the restructuring proposed under the SOA as compared with any other alternatives business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available.
- I have not attempted to confirm whether or not all assets of the company/PKAPL are free and clear of liens and encumbrances, or that the owner has good title to all the assets.

- I have been informed by management that there are no environmental or toxic contamination problems, any significant lawsuits, or any other undisclosed contingent liabilities which may potentially affect the business, except as may be disclosed elsewhere in this report. I have assumed that no costs or expenses will be incurred in connection with such liabilities, except as explicitly stated in this report.
- The company/PKAPL and its representatives warranted to me that the information supplied to me was complete and accurate to the best of their knowledge and that the financial information properly reflects the business conditions and operating results for the respective periods in accordance with generally accepted accounting principles. Information supplied to me has been accepted as correct without any further verification. I have not audited, reviewed, or compiled the financial information provided to me and, accordingly, I express no audit opinion or any other form of assurance on this information.
- I do not provide assurance on the achievability of the results forecasted by the client because differences between actual and expected results may be material; and achievement of the forecasted results is dependent on actions, plans, and assumptions of management.
- Possession of this report, or a copy thereof, does not carry with it the right of publication of all or
  part of it nor may it be used for any purpose by anyone other than those enumerated in this report
  without the written consent. This report and my opinion arrived at herein are for the exclusive use
  of my client for the sole and specific purposes as noted herein.
- The figures presented in the body of report may have been calculated using electronic spreadsheets which calculate figures up to a precision of several decimal points. While rounded figures are carried to the body of the report at each stage, the higher precision unrounded numbers continue to be used in the computations. Any minor difference in figures observed on manual calculation of figures within the body of the report could be attributable to such rounding off.
- My engagement for this report consulting work does not include any procedures designed to discover any defalcations or other irregularities, should any exist.
- I am not an environmental consultant or auditor, and takes no responsibility for any actual or potential environmental liabilities. Any person entitled to rely on this report, wishing to know whether such liabilities exist, or the scope and their effect on the value of the property, are encouraged to obtain a professional environmental assessment. I do not conduct or provide environmental assessments and has not performed one for the subject property.
- No change of any item in this report shall be made by anyone other than me, and I will have no
  responsibility for any such unauthorized change.
- The report is also based on the financial projections provided to me by the management of the company/PKAPL and thus the responsibility for forecasts and the assumptions on which they are based is solely that of the Management of the Company/PKAPL and I do not provide any confirmation or assurance on the achievability of these projections. It must be emphasized that profit forecasts necessarily depend upon subjective judgement.
- I have also assumed that the company/PKAPL will be operated prudently and that there are no unforeseen adverse changes in the economic conditions affecting the business, the market, or the industry. This report presumes that the management of the Company/PKAPL will maintain the character and integrity of the Company/PKAPL through any sale, reorganization or reduction of any owner's/manager's participation in the existing activities of the Company/PKAPL.

0 | Page

#### Private and Confidential

- Financial information of PKAPL is included solely to assist in the development of a conclusion
  presented in this report and should not be used to obtain credit or for other purpose. Because of
  the limited purpose of the information presented, it may be incomplete and contain departures
  from generally accepted accounting principles. I have not audited, reviewed or compiled this
  information and express no assurance on it.
- I have made no investigation of title to property. I have not attempted to confirm whether or not all assets of the business are free and clear of liens and encumbrances or that the entity has good title to all assets.
- The report will be used in relation to the proposed SOA between Philips, PKAPL, Resulting Company and their respective shareholders. Notwithstanding anything to the contrary contained herein, this report may be filed or shared with the relevant benches of the National Company Law Tribunal and or the National Company Law Appellate Tribunal and other courts and governmental, statutory, regulatory, quasi-judicial, judicial, administrative authorities, or any other person as required under applicable law in relation to or in connection with the aforesaid SOA.
- This Report is issued on the understanding that the Management has drawn my attention to all matters of which they are aware, which may have an impact on this Report up to the date of the signature. I have no responsibility to update this Report for events and circumstances occurring after the date of this Report.

I would like to record my appreciation for the courtesy and co-operation received during the course of my work and look forward to continuing my professional association.

Charlered

Accountant

Yours faithfully,

BHAVNA GARG

ICAI Membership No. 524347

IBBI Registration No. IBBI/RV/05/2019/10677

ICMAI RVO Membership No. ICMAI RVO/S&FA/00029

UDIN: 20524347AAAAQC4428 New Delhi; 28th August, 2020

Chartered Accountants

#### **Private and Confidential**

September 03, 2020

Board of Directors Philips India Limited 9<sup>th</sup> Floor, DLF 9-B DLF Cyber City Sector 25, DLF Phase 3, Gurgaon 122 002, India

Dear Sirs,

#### **Subject: Share Entitlement Ratio Report**

#### 1 CONTEXT AND PURPOSE

1.1 We refer to the engagement letter ("EL") dated June 19, 2020 and the subsequent discussions we had with you, wherein you requested our report on the proposed ratio of allotment of equity shares of Philips Domestic Appliances India Limited ("Resulting Company") to the shareholders of Philips India Limited ("PIL" or the "Demerged Company"), together referred to as the "Specified Companies", in connection with the proposed demerger of the Domestic Appliances business from PIL into the Resulting Company ("Demerger").

#### 2 BACKGROUND

- 2.1 PIL is a public limited company incorporated on January 31, 1930, having its registered office at 3rd Floor, Tower A, DLF IT Park, o8 Block AF Major Arterial Road, New Town (Rajarhat) Kolkata 700156, West Bengal. PIL is engaged in various businesses including Domestic Appliances Businesse; diagnostic imaging, interventional x-ray, and ultrasound, and patient monitoring businesses; manufacturing, trading and dealing of consumer products such as grooming products, beauty products, oral health care and mother and child care products, informatics solutions on healthcare informatics, infrastructure and consulting solutions; software development, product engineering and service innovation in relation to various products; and other functions
- PIL is a subsidiary of Koninklijke Philips N.V., which is a Netherlands based company having its registered office at Amsterdam ("KPNV"). KPNV holds 96.13% stake in PIL with the remaining 3.87% stake held by minority shareholders ("Minority Shareholders").
- 2.3 PIL also has a wholly owned subsidiary, Preethi Kitchen Appliances Private Limited ("Preethi"). Preethi is a private limited company having its registered office at Raheja Platinum, Sag Baug Road, Off, Andheri Kurla Road, Andheri East, Mumbai 400059, Maharashtra. Preethi is one of the leading manufacturers of kitchen appliances specifically catering to the South Indian market. Preethi's product range comprises mixers, table top grinders, coffee makers, induction cookers, electric rice cookers, electric kettle, electric iron box and electric pressure cookers.
- 2.4 Philips Domestic Appliances is a public limited company incorporated on July 17, 2020, having its Registered Office at 3rd Floor, Tower A, DLF IT Park, 08 Block AF Major Arterial Road, New Town, Kolkata-700156, West Bengal. Philips Domestic Appliances has been incorporated with the object of, inter alia, to carry on the business of manufacturers, producers, stockiest, commission agents, importers, exporters of electrical products and other domestic appliances, their assemblies, kits, spares and accessories in India and abroad. Philips Domestic Appliances is a wholly owned subsidiary of PIL.



Price Waterhouse & Co LLP, Building No. 10, 17thFloor, Tower C, DLF Cyber City, Gurgaon – 122 002 T: +91 (124) 3306000, F: +91 (124) 3306999

Registered Office and Head Office: Sucheta Bhawan, 11-A, Vishnu Digambar Marg, New Delhi 110002

Price Waterhouse & Co (a Partnership Firm) converted into Price Waterhouse & Co LLP (a Limited Liability Partnership with LLP identity no: LLPIN AAC-2731) with effect from April 24, 2014. Post its conversion to Price Waterhouse & Co LLP, its ICAI registration number o16844N/N-500015 (ICAI registration number before conversion was 016844N)

**Chartered Accountants** 

Share Entitlement Ratio Report Philips India Limited September 03, 2020 Page 2

- 2.5 We understand that the management of PIL ("Management") is contemplating to demerge the Domestic Applicances Business ("DA Business") into Resulting Company. The Demerger is proposed to be effected through a Composite Scheme Of Arrangement ("Scheme") under the provisions of section 230 to 232 of the Companies Act, 2013. As per the Scheme the Appointed Date for the proposed Demerger is July 1, 2021 or such other date as may be mutually agreed by the Companies (as defined under the Scheme), or such other date as the NCLT may direct/allow ("Appointed Date").
- As per Scheme the Domestic Appliances Business means the business of (A) manufacturing, trading and dealing in (i) kitchen appliances i.e., appliances used primarily for food preparation and cooking and more specifically covering products such as mixer- grinders, food processors, hand mixers, juicers, ovens, air fryers, induction cook tops etc.; (ii) garment care products such as irons, steamers and related accessories; and (iii) home care products such as air purifiers, vaccum cleaners, air filters and coffee makers etc.; and (B) software development, product engineering and service innovation in relation to the products specified in (A) above. It also inludes the entire shareholding of Preethi held by the Demerged Company. However, the Domestic Appliances Business does not include the business of manufacturing, trading and dealing in grooming products for face and body; beauty products including hair care and female depilation; mother and child care products; and oral health care products.
- 2.7 We understand that simultaneously with the allotment of shares by the Resulting Company, the existing shareholding of the Demerged Company in the Resulting Company shall stand cancelled in accordance with the provisions of the Scheme. We further understand that as part of the Demerger, all assets and liabilities identified as pertaining to the DA Business shall be transferred to the Resulting Company at values as appearing in the books of PIL.
- 2.8 In connection with the Demerger, and based on the information made available by the Management, Price Waterhouse & Co LLP ("PW & Co"/ "us" /"we") have been requested to provide a report on the proposed ratio of allotment of equity shares of the Resulting Company to be issued to the shareholders of PIL ("Share Entitlement Ratio") (the "Services"). The Share Entitlement Ratio is being proposed by the Management.
- 2.9 We understand that the Demerger will be a vanilla demerger, i.e. all the shareholders of PIL will become shareholders of the Resulting Company and the Shareholding pattern of the Resulting Company shall mirror the shareholding pattern of PIL, on the record date. Accordingly, Demerger will not impact the economic and beneficial interest of the shareholders of PIL.

## 3 PROCEDURES

The procedures used in our analysis included such substantive steps as we considered necessary under the circumstances, including, but not necessarily limited to the analysis of following information related to the Company, Preethi and the carved out DA business furnished to us by the Management:

- Audited financial statements of PIL, Preethi for the year ended 31 March 2019 and 31 March 2020;
- Carved out financials of DA Business for the year ended 31 March 2020;
- Number of equity shares of the Resulting Company proposed to be issued to the shareholders of PIL on the demerger of the DA Business into the Resulting Company;
- Draft Composite Scheme of Arrangement ("Scheme") dated August 24, 2020 for the Demerger;
- Existing shareholding pattern of PIL and of the Resulting Company;
- · Interviews and correspondence with the Management, on which we have relied; and
- Such other analyses, reviews and inquiries, as we considered necessary.



**Chartered Accountants** 

Share Entitlement Ratio Report Philips India Limited September 03, 2020 Page 3

#### 4 RATIO OF ALLOTMENT

- 4.1 The Management has proposed the following Share Entitlement Ratio:
  - 1 fully paid up equity share having face value of INR 10/- each of the Resulting Company for every 1 fully paid up equity share of INR 10/- each in PIL.
- 4.2 We have considered the outstanding number of equity shares of PIL and the number of equity shares of the Resulting Company as follows:
  - As of the Report Date, the issued, subscribed and paid up capital of PIL consists of 57,517,242 equity shares of INR 10/- each;
  - As of the Report Date, the initial issued, subscribed and paid up capital of the Resulting Company comprises of 50,000 equity shares of INR 10 each. The entire paid-up and issued capital of the Resulting Company is held by PIL as on the date of the Report.
- 4.3 Pursuant to the Scheme, the Resulting Company, in order to comply with the intent of maintaining the economic and beneficial interest of the shareholders of PIL shall issue 57,517,242 equity shares of INR 10 each to all the shareholders of PIL and the initial issued, subscribed and paid up capital of the Resulting Company consisting of 50,000 equity shares of INR 10 each shall stand cancelled.
- 4.4 Based on the aforementioned, in particular read with paragraphs 2 and 4.1 4.3 above and caveats below, and considering that all shareholders of PIL, upon Demerger, be the ultimate economic and beneficial owners of the Resulting Company and that upon allotment of equity shares by the Resulting Company in the proposed Share Entitlement Ratio, the economic and beneficial interest of the shareholders in the equity of the Resulting Company will be the same¹ as it is in the equity of PIL; the above Share Entitlement Ratio is fair in relation to the Demerger.

### 5 CAVEATS

- 5.1 The Report, its contents and the results herein are specific to (i) the purpose as per the terms of our engagement and (ii) and are based on the financial and other information provided by the Management of the Company, which we believe to be reliable. Our conclusions are dependent on such information being complete and accurate in all material respects. Our scope of work does not enable us to accept responsibility for the accuracy and completeness of the financial and other information provided to us by the Management. We have, therefore, not carried out any due diligence review, independent audit or other test or validation of such financial and other information to establish the accuracy or sufficiency of the financial statements referred to above or of the information, explanations and representations provided to us. Accordingly, we do not express any opinion or any other form of assurance thereon and accept no responsibility for the same.
- 5.2 We have made no investigation of, and assume no responsibility for the title to, or liabilities against, the equity of PIL.
- 5.3 The service provided under this Report does not represent accounting, assurance, accounting/tax due diligence, consulting or tax related services that may otherwise be provided by us or our affiliates.
- 5.4 The Report will be used by the Client only for the purpose, as indicated in this report, for which we have been appointed. The Report cannot be used or relied for any other purpose or by any other party for any purpose whatsoever. We are not responsible to any other person/ party for any decision of such person/ party based on this report.

<sup>&</sup>lt;sup>1</sup> Since the beneficial economic interest of the Shareholders of Demerged Company in PIL and the Resulting Company will be the same, no Valuation has been undertaken for the DA Business or the Resulting Company or of PIL.

Chartered Accountants

Share Entitlement Ratio Report Philips India Limited September 03, 2020 Page 4

- 5.5 The DA Business is proposed to be demerged into the Resulting Company with effect from the Appointed Date and we have considered the provisional Balance Sheets of PIL and the DA Business as at March 31, 2020. The Management has explained that the DA Business would be carried on in normal course of operations till the Appointed Date and subsequently, till the Scheme becomes effective. The Management has represented that financial statements of PIL, DA Business and Preethi as at March 31, 2020, as provided to us, include all disclosures necessary for a fair presentation of its financial position and results of operations in accordance with generally accepted accounting principles in India consistently applied, and disclosures otherwise required by the laws and regulations to which they are subject.
- As per the Management while the DA Business operates as a going concern, its business activities have been impacted due to Covid-19 pandemic and the consequent lockdown in India. The Management has represented that other than the Covid-19 impact no material adverse change has occurred in the operations and financial position of the Company between March 31, 2020 and the date of the issue of this Report.
- 5.7 Our scope of work is limited to expression of our view on the proposed Share Entitlement Ratio and its impact on the economic and beneficial interest of the shareholders of the Specified Companies. Our report is not, nor should it be construed as, our opining or certifying the compliance of the proposed Demerger of the Business with the provisions of any law including companies law, FEMA and taxation related laws or as regards any legal implications or issues arising from such proposed Demerger.
- 5.8 There is no indisputable single share entitlement ratio. While we have provided our view on the proposed Share Entitlement Ratio based on the information available to us and within the scope and constraints of our engagement, others may have a different opinion. You acknowledge and agree that you have the final responsibility for determination of the Share Entitlement Ratio for the proposed Demerger and factors other than our report will need to be taken into account in determining such ratios; these will include your own assessment of the proposed Demerger and may include the input of other professional advisors.
- 5.9 We have not provided this report as a registered valuer under the Companies Act 2013 ("Act"), the Companies (Registered Valuers And Valuation) Rules, 2017 or as per any other rules, regulations, standards, bye-laws, ordinance, notifications issued pursuant to such Act or Rules. We understand that PIL has separately appointed a Registered Valuer for providing a report under the Companies Act 2013.

#### 6 DISTRIBUTION OF OUR REPORT

- 6.1 This letter report is prepared for the Board of Directors of PIL.
- We understand that the Board of Directors of the Resulting Company (as one of the Specified Companies) have passed a resolution ratifying and approving the terms of our EL dated June 19, 2020 in their Board Meeting dated July 21, 2020 and hence the Board of Directors of the Resulting Company may also rely on our report.



**Chartered Accountants** 

Share Entitlement Ratio Report Philips India Limited September 03, 2020 Page 5

In no event shall we be liable for any loss, damages, cost or expenses arising in any way from fraudulent acts, misrepresentations or wilful default on part of the Specified Companies, their directors, employees or agents. In no circumstances shall the liability of Price Waterhouse & Co LLP, its partners, directors or employees, relating to the services provided in connection with the engagement set out in this report exceed the amount paid to us in respect of the fees charged for these services.

We would like to record our appreciation for the courtesy and co-operation received by us during the course of our work.

#### For Price Waterhouse & Co LLP

Chartered Accountants Firm Registration No 016844N/ N-500015

Rajan Wadhawan

wastera

Partner

Membership Number: 090172 Date: 03 September, 2020

UDIN number: 20090172AAAAAT8568