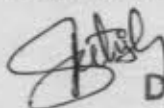


**SCHEME OF AMALGAMATION  
OF  
INKIA INKS PRIVATE LIMITED  
WITH  
TRUE COLORS LIMITED**

Vidhigya Associates, Advocates  
501, 5th Floor, Jeevan Sahakar Building,  
Next to Frech Bank Building  
Fort, Mumbai - 400001

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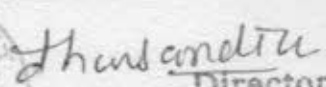
**For, True Colors Ltd.**

  
Director



1

**For Inkia Inks Pvt. Ltd.**

  
Director



**SCHEME OF AMALGAMATION**

**OF**

**INKIA INKS PRIVATE LIMITED**  
**("TRANSFEROR COMPANY")**

**WITH**


**TRUE COLORS LIMITED**  
**("TRANSFeree COMPANY")**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

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

**For, True Colors Ltd.**

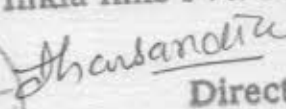
  
**Director**



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**For Inkia Inks Pvt. Ltd.**



  
**Director**

**A. PREAMBLE**

1. This Scheme (*as defined hereinafter*) is presented under Sections 230 to 232 and other relevant provisions of the Act (*as defined hereinafter*) read with Section 2(1B) and other applicable provisions of the Income Tax Act (*as defined hereinafter*) and other applicable law, if any, including any statutory modification, re-enactments or amendments thereof from time to time and provides for the amalgamation of Inkia Inks Private Limited (the “**Transferor Company**”) with True Colors Limited (the “**Transferee Company**”) and consequent dissolution of the Transferor Company without winding up. Additionally, this Scheme also provides for various other matters consequential or otherwise integrally connected herewith.
2. The Scheme is in the best interests of the companies involved and their respective shareholders, creditors, employees and all other stakeholders.

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

1. **Details of the Transferor Company**

- (i) The Transferor Company was incorporated under the name Inkia Inks Private Limited under the provisions of the Act, as a private limited company.
- (ii) The Transferor Company is currently engaged in the business of designing and manufacturing a diverse range of specialized inks tailored for various fabric applications such as (a) sublimation inks; (b) reactive inks; (c) pigment inks; and (d) disperse inks. The Transferor Company’s products distinguish themselves through (i) unparalleled color accuracy and intensity; (ii) enhanced durability and resistance to fading; (iii) environmentally friendly formulations, adhering to stringent eco-standards; and (iv) compliance with international quality norms and regulations.
- (iii) The registered office of the Transferor Company is situated at Sy. No. 428/1 TPS-6 B No.6, FP No. 243, Soma Kanji Ni Wadi, U M Road, Khatodara, Surat, Gujarat 395002.
- (iv) The present corporate identification number of the Transferor Company is U24299GJ2021PTC120091.

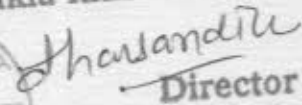
2. **Details of the Transferee Company**

For, True Colors Ltd.

  
Director

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For Inkia Inks Pvt. Ltd.

  
Director


- (i) The Transferee Company was incorporated under the name True Colors Private Limited under the provisions of the Act, as a private limited company. Subsequently, it was converted into a public limited company vide fresh certificate of incorporation dated March 10, 2025.
- (ii) The Transferee Company is engaged in the business of (a) import and distribution of digital textile printers and inks; (b) manufacturing and distribution of sublimation paper; and (c) digital textile printing and supplying products related thereto. The business model of the Transferee Company revolves around manufacturing and trading covering the afore-mentioned 3 key pillars in the digital textile printing industry.
- (iii) The registered office of the Transferee Company is situated at P-8, Ground Floor to 3<sup>rd</sup> Floor, Soma Kanji Ni Wadi, Patel Line, Khatodara, Surat, Gujarat 395002.
- (iv) The present corporate identification number of the Transferee Company is L17299GJ2021PLC126265.
- (v) The equity shares of the Transferee Company are listed on the SME segment of the BSE Limited ("BSE").

#### C. PURPOSE AND RATIONALE OF THE SCHEME

The reasons and circumstances leading to and justifying the proposed Scheme of the Transferor Company with the Transferee Company, making it beneficial for all the stakeholders are as follows:

1. **Strengthening core business of the Transferee Company:** The amalgamation of the Transferor Company with the Transferee Company will strengthen one of the core businesses of the Transferee Company by way of backward integration and will enable the Transferee Company to have access to fully integrated ink business under one ecosystem, which will help in significant cost-optimization through in-house production, reduced dependency on external suppliers for raw materials and finished inks, better control over quality, consistency, and development cycles, and faster product customization based on market requirements;
2. **Assured offtake and optimum utilization of capacity of Transferor Company:** The Transferee Company currently services a large and growing customer portfolio across

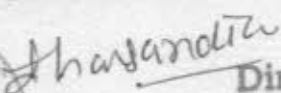
For, True Colors Ltd.

  
Director



For Inkia Inks Pvt. Ltd.



  
Director



import of machines, inks and spare parts, manufacturing of sublimation paper and digital textile printed fabrics. As a result of amalgamation, the existing customer base of the Transferee Company alone may utilize more than 50% of the existing production capacity of the Transferor Company, ensuring assured offtake of the products manufactured by the Transferor Company and optimum utilization of the manufacturing capacity of the Transferor Company;

3. **Enhanced market competitiveness and strong value proportion:** The amalgamation will enable the Transferee Company to have control over the process of manufacturing ink including pre-existing/ in-house research and development, formulation expertise and process knowledge, and will result in enhanced market competitiveness and offering strong value propositions to the customers of the Transferor Company as well as the Transferee Company, with access to larger product portfolio including expansion to the global markets;
4. **Reduction in layers of entities:** The amalgamation will result in simplification of the shareholding structure, reduction in shareholding tiers and demonstrate direct commitment of the promoters to the Transferee Company. It will consolidate the digital textile printing ecosystem under a single unified business platform; and
5. **Economies of scale, synergies and other benefits:** The amalgamation will also help in rationalization and standardization of the business process, economies of scale, corporate and administrative efficiencies, streamlining of operations to enable more efficient management, greater efficiency in cash management and access to cash flows generated by the combined business, control over the supply chain, reducing the multiplicity of legal and regulatory compliances, and reduction of costs, which would be beneficial for all stakeholders. Synergies that exist between the Transferor Company and the Transferee Company will also ensure optimum efficiency and reduce managerial overlaps towards their common advantage. The combined business operations will help value creation for all the stakeholders, thus, contributing to the overall growth prospects of the Transferee Company.

The amalgamation is in the interest of the Transferor Company and the Transferee Company and their respective shareholders, creditors and all other stakeholders and is not prejudicial to

For, True Colors Ltd.

 Director



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For Inkia Inks Pvt. Ltd.



 Director

the interests of the concerned shareholders, creditors or the public at large. The amalgamation will have no adverse implications.


**D. OVERVIEW OF THE SCHEME**

This Scheme is divided into the following parts:

1. **PART A:** Definitions, Interpretations and Capital Structure;
2. **PART B:** Amalgamation of the Transferor Company with the Transferee Company on a going concern basis; and
3. **PART C:** General Terms and Conditions.

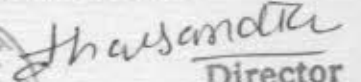
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**For, True Colors Ltd.**

  
Director



**For Inkia Inks Pvt. Ltd.**

  
Director



## PART A

### DEFINITIONS, INTERPRETATIONS AND CAPITAL STRUCTURE

#### 1. DEFINITIONS

- 1.1 In this Scheme, unless repugnant to the subject or meaning or context thereof, the following expressions shall have the meaning attributed to them as below:

**“Act”** means, the Companies Act, 2013 and the rules framed thereunder and includes any alterations, notifications, modifications and amendments made to therein or any re-enactment of thereof;

**“Applicable Law(s)”** means any statute, notification, by-laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, directives, notices, Permits, orders or instructions enacted or issued or sanctioned by any Appropriate Authority, including any modification or re-enactment thereof for the time being in force;

**“Appointed Date”** means April 1, 2026, or such other date as may be agreed between Board of Directors of the Parties;

**“Appropriate Authority”** means:

- (a) the government of any jurisdiction (including any central, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof;
- (b) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities;
- (c) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing or other governmental or quasi-governmental authority including (without limitation) SEBI, the Tribunal; and
- (d) Stock Exchange;

For, True Colors Ltd.

*[Signature]*  
Director



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For Inkia Inks Pvt. Ltd.



*[Signature]*  
Director

**"Board of Directors" or "Board"** in relation to the Parties, means the Board of Directors of such Party, and shall, unless repugnant to the context or otherwise, include any committee constituted by the Board or any person authorized by the Board;

**"Effective Date"** means the date on which last of the conditions specified in Clause 23 (Conditions Precedent) of this Scheme are complied with. Reference in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "effect of this Scheme" or "upon the Scheme becoming effective" shall mean the Effective Date;

It is, however, clarified that though this Scheme will become operative from the Effective Date, the provisions of this Scheme will be effective from the Appointed Date. In other words, the Effective Date is only a trigger point for implementation of the Scheme. As soon as the Effective Date is achieved, provisions of this Scheme will come into operations, and will be effective and applicable with effect from the Appointed Date in terms of the provisions of Section 232(6) of the Act, and other applicable provisions, if any;

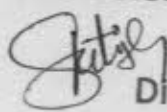
**"Encumbrance"** means (a) any charge, lien (statutory or other), or mortgage, pledge, any easement, encroachment, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any Person; (b) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, transfer, receipt of income or exercise; (c) any hypothecation, title retention, restriction, power of sale or other preferential arrangement; or (d) any agreement to create any of the above; and the term "Encumber" shall be construed accordingly;

**"Income Tax Act"** means the Indian Income-tax Act, 1961 read along with Income-tax Rules, 1962 and shall include any statutory modifications, re-enactments, or amendments thereof for the time being in force;

**"Indemnified Persons"** mean and include the Transferee Company and its directors, officers, representatives, partners, employees and agents;

**"Intellectual Property Rights" or "IPR"** means, whether registered or not in the name of or recognized under Applicable Law as being intellectual property of the Transferor

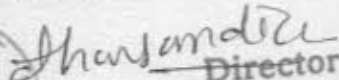
For, True Colors Ltd.

  
Director



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For Inkia Inks Pvt. Ltd.

  
Director





Company, or in the nature of common law rights of the Transferor Company, all domestic and foreign (a) trademarks, service marks, brand names, patents, internet domain names, websites and website content (including text, graphics, images, audio, video and data), online web portals, trade names, logos, trade dress and all applications, registrations and renewals for the foregoing, and all goodwill associated with the foregoing and symbolized by the foregoing; (b) confidential and proprietary information and trade secrets; (c) published and unpublished works of authorship, and copyrights therein, and registrations and applications therefor, if any, and all renewals, extensions, restorations and reversions thereof; (d) computer software, programs (including source code, object code, firmware, operating systems and specifications) and processes; (e) designs, drawings, sketches; (f) tools, databases, frameworks, confidential business information, customer data, proprietary information, knowledge, any other technology or know-how, licenses, software licenses and formulas; (g) ideas and all other intellectual property or proprietary rights; and (h) all rights in all of the foregoing provided by Applicable Law;

**"Parties"** means collectively the Transferee Company and the Transferor Company, and **"Party"** shall mean each of them, individually;

**"Permits"** means all consents, licences, permits, certificates, permissions, authorisations, rights, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, whether governmental, statutory, regulatory or otherwise as required under Applicable Law;

**"Person"** means and includes an individual, proprietorship, partnership, corporation, company, unincorporated organization or association, Appropriate Authority, trust or other entity, whether incorporated or not;

**"Registrar of Companies"** means the Registrar of Companies, Ahmedabad, Gujarat having jurisdiction over the Parties;

**"Rupee(s)"** means Indian Rupee, the lawful currency of the Republic of India;

**"Scheme"** means this scheme of amalgamation in its present form, or with or without modification(s), as may be approved or imposed or directed by the Tribunal, for amalgamation of the Transferor Company with the Transferee Company, pursuant to the

For, True Colors Ltd.



*[Signature]*  
Director

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For Inkia Inks Pvt. Ltd.



*[Signature]*  
Director

provisions of Sections 230 to 232 and other applicable provisions of the Act;

“SEBI” means the Securities and Exchange Board of India;

“SEBI Circular” means the circular issued by the SEBI, being SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, and any amendments thereof, modifications issued pursuant to Regulations 11, 37 and 94 of the SEBI LODR Regulations;

“SEBI LODR Regulations” means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and any amendments thereof;

“Stock Exchange” means the BSE Limited;

“Transferee Company” means True Colors Limited bearing CIN L17299GJ2021PLC126265 and having its registered office at P-8, Ground Floor to 3<sup>rd</sup> Floor, Soma Kanji Ni Wadi, Patel Line, Khatodara, Surat, Gujarat 395002;

“Transferor Company” shall mean Inkia Inks Private Limited bearing CIN U24299GJ2021PTC120091 and having its registered office at Sy. No. 428/1 TPS-6 B No.6, FP No. 243, Soma Kanji Ni Wadi, U M Road, Khatodara, Surat Gujarat 395002; and

“Tribunal” or “National Company Law Tribunal” means the National Company Law Tribunal having its bench at Ahmedabad, Gujarat having jurisdiction over the Parties, constituted under Section 408 of the Companies Act, 2013.

## 1.2 INTERPRETATIONS

In this Scheme, unless the context otherwise requires:

- 1.2.1 the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- 1.2.2 words in the singular shall include the plural and vice versa; and
- 1.2.3 all terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Income Tax Act and other Applicable Law, rules,

For, True Colors Ltd.



*[Signature]*  
Director

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For Inkia Inks Pvt. Ltd.



*[Signature]*  
Director

regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

**2. DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Tribunal, unless otherwise specified in the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

**3. SHARE CAPITAL STRUCTURE**

**3.1 Transferee Company**

The issued, subscribed and paid-up capital of the Transferee Company as on the date of approval of this Scheme by the Board of Directors of the Transferee Company is as under:

Particulars	Amount (in Rupees)
<b>Authorised Capital</b>	
2,50,00,000 Equity Shares of Rs.10/- each	25,00,00,000
<b>TOTAL</b>	<b>25,00,00,000</b>
<b>Issued, Subscribed and Fully paid-up</b>	
2,46,54,600 Equity Shares of Rs.10/- each	24,65,46,000
<b>TOTAL</b>	<b>24,65,46,000</b>

**3.2 Transferor Company**

The issued, subscribed and paid-up capital of the Transferor Company as on the date of approval of this Scheme by the Board of Directors of the Transferor Company is as under:

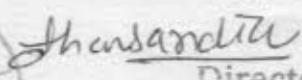
**For, True Colors Ltd.**

  
Director



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**For Inkia Inks Pvt. Ltd.**

  
Director



Particulars	Amount (in Rupees)
<b>Authorised Capital</b>	
30,00,000 Equity Shares of Rs.10/- each	3,00,00,000
<b>Issued, Subscribed and Fully paid-up</b>	
30,00,000 Equity Shares of Rs.10/- each	3,00,00,000

#### **PART B**

#### **AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFeree COMPANY ON A GOING CONCERN BASIS**

4. **TRANSFER AND VESTING OF THE BUSINESS, ASSETS, AND LIABILITIES OF THE TRANSFEROR COMPANY**
  - 4.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the Transferor Company shall stand amalgamated with and be vested in the Transferee Company, pursuant to Sections 230 to 232 read with other relevant provisions of the Act and Section 2(1B) of the Income Tax Act, such that all the properties, assets, rights, contracts, Permits, claims, title, interest, benefits, authorities, investments, Intellectual Property Rights, liabilities, duties and obligations comprised in the Transferor Company immediately before the amalgamation shall automatically, and without any further act, instrument, deed, matter or thing, shall stand transferred to and vested in and/ or deemed to be transferred to and vested in the Transferee Company, on a 'going concern' basis for the consideration as set out hereinafter by virtue of operation of law and in the manner provided in this Scheme.
  - 4.2 Without prejudice to the generality of Clause 4.1 above, the assets of the Transferor Company shall stand transferred to and vested in the Transferee Company in the following manner:

**For, True Colors Ltd.**



*[Signature]*  
Director

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**For Inkia Inks Pvt. Ltd.**




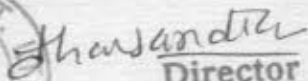
*[Signature]*  
Director



- 4.2.1. Such assets of the Transferor Company movable in nature (including freehold or leasehold and including but not limited to computers, office equipment, furniture and tangible assets), if any, investment(s) in subsidiary company, share in partnership firm/ LLP, marketable securities, mutual funds, bonds, debentures, business licenses, Permits, IPR, registrations, authorization, and/ or otherwise capable of transfer by manual or constructive delivery and/ or endorsement and delivery, the same may, upon coming into effect of this Scheme, be so transferred to the Transferee Company without requiring any deed or instrument of conveyance and shall upon such transfer, become the property and an integral part of the Transferee Company. Provided that for the purpose of giving effect to the vesting order passed under Sections 230 to 232 of the Act in respect of this Scheme, upon the Scheme becoming effective, the Transferee Company shall be entitled to effect the change in the title and the appurtenant legal right(s) upon the vesting of such properties (including immovable properties) of the Transferor Company in accordance with the provisions of Sections 230 to 232 of the Act, at the office of the respective Registrar of Assurances or any other concerned authority, where any such property is situated, without any other order to this effect. Further, in respect of the assets of the Transferor Company as are movable in nature or are otherwise capable of transfer by delivery of possession or by endorsement and delivery, the same shall be so transferred upon the Effective Date and shall become an asset of the Transferee Company with effect from the Appointed Date without requiring any deed or instrument of conveyance for transfer of the same.
- 4.2.2. In respect of assets other than those dealt with in Clause 4.2.1 above, including but not limited to sundry debtors, receivables, bills, actionable claims, credits, loans, advances and deposits (including for utility connections), if any, whether recoverable in cash or in kind or for value to be received, bank balances and deposits, etc. the same shall stand transferred to and vested in the Transferee Company without any notice or other intimation to any Person in pursuance of the provisions of the Sections 230 to 232 read with other relevant provisions of the Act, to the end and intent that the right of the Transferor Company to recover or realize the same stands transferred to the Transferee Company. The


For, True Colors Ltd.  
  
  
Director


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For Inkia Inks Pvt. Ltd.  
  
  
Director

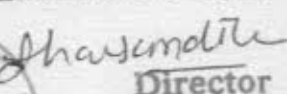
Transferee Company shall, at its sole discretion but without being obliged, give notice in such form as it may deem fit and proper, to such Person, as the case may be, that the said debt, receivable, actionable claim, bill, credit, loan, advance or deposit stands transferred and vested in the Transferee Company and that appropriate modification should be made in their respective books/ records to reflect the aforesaid changes.


- 4.2.3. Without prejudice to the above, with effect from the Appointed Date, all immovable properties, if any, including land together with building and structure standing thereon, whether freehold or leasehold, relating to the Transferor Company and any documents of title, rights, interests, claims, including leases, licenses and easements in relation thereto, shall, pursuant to the applicable provisions of the Act and the Scheme, without any further act, instrument, deed, matter, thing, duties, transfer premium, stand transferred to and vested into the Transferee Company. The mutation of the title of the immovable properties shall be made and duly recorded by the Appropriate Authority pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Transferee Company.
- 4.2.4. Without prejudice to the above, the Transferee Company may, if so required under any Applicable Law or otherwise, at any time after the Scheme becoming effective, in accordance with the provisions hereof, execute or enter into any arrangements, conveyance, confirmations, deeds, documents, letters or any other instruments relating to any asset of the Transferor Company with any party to any contracts or agreements to which the Transferor Company is a party.
- 4.2.5. With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions, Permits, approvals, consents, certificates, authorities (including for the operation of bank accounts, trading accounts and demat accounts), insurance policies, powers of attorney given by, issued to, or executed in favour of the Transferor Company and the rights and benefits under the same, all quality certifications and approvals, IPR, brands, industrial designs, trade secrets, know-how and all other interests relating to the goods or services being dealt with by the Transferor Company, shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be

For, True Colors Ltd.  
  
Director



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For Inkia Inks Pvt. Ltd.  
  
Director



appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company and the benefit of all statutory and regulatory permissions, environmental approvals and consents, registration or other licenses, and consents, as applicable, shall vest in and become available to the Transferee Company as if they were originally obtained by the Transferee Company.

- 4.2.6. The Transferor Company may be entitled to various incentive schemes and benefits. Pursuant to this Scheme, it is declared that the benefits under all such schemes and policies pertaining to the Transferor Company shall be automatically transferred to and vested into the Transferee Company and all benefits, entitlements and incentives of any nature whatsoever including benefits under the Income Tax Act (such as Minimum Alternate Tax), Customs Act, 1962, Central Excise Act, 1944, Central Sales Tax Act, 1956, any other State Sales Tax, Value Added Tax, or Service Tax or Corporation Tax or Goods and Service Tax, other Applicable Law, regulations dealing with taxes, duties, levies, cess, exemptions, concessions, remissions, subsidies and other incentives in relation to the Transferor Company, to the extent statutorily available, shall be claimed by the Transferee Company.
- 4.2.7. The transfer and vesting of the assets and liabilities of the Transferor Company as aforesaid shall be subject to the existing securities, charges, Encumbrances, mortgages, if any, in respect of any assets of the Transferor Company. Provided always that the Scheme shall not operate to enlarge the security for any loan, deposit or facility availed of by the Parties and the Transferee Company shall not be obliged to create any further or additional security thereof after the Effective Date or otherwise. Provided also that the Scheme shall not operate to enlarge the securities for any loan, deposits or facility availed by the Transferee Company and that the Transferee Company shall not be obliged to create any further or additional security in lieu thereof, on any assets of the Transferor Company vested in the Transferee Company in accordance with the foregoing paragraphs of the Scheme, after the Effective Date or otherwise.

For, True Colors Ltd.



Director



For Inkia Inks Pvt. Ltd.

Director



4.2.8. In relation to the assets, if any, belonging to the Transferor Company, which require separate documents of transfer, the Parties will execute the necessary documents, as and when required.

4.3 Without prejudice to the generality of Clause 4.1 above, the liabilities of the Transferor Company shall stand transferred to and vested in the Transferee Company in the following manner:


4.3.1 With effect from the Appointed Date and upon the Scheme becoming effective, all secured and unsecured debts, liabilities (including contingent liabilities), sundry creditors, duties and obligations of every kind, nature and description, of the Transferor Company shall be transferred or be deemed to have been transferred to Transferee Company, to the extent they are outstanding on the Effective Date, without any further act, deed, matter or thing and the same shall be assumed by Transferee Company so as to become, on and from the Appointed Date, the liabilities and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company. The Transferee Company shall undertake to meet, discharge and satisfy the same and further, it shall not be necessary to obtain the consent of any third party or other Person who is a party to any contract or arrangement by virtue of which such debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.

4.3.2 All loans, advances and other obligations (including any guarantee, letter of credit, letter of comfort or any other instrument or arrangements which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between Transferor Company and Transferee Company, shall stand discharged with effect from the Appointed Date and there shall be no liability in that behalf on either party.

4.3.3 Upon the Scheme becoming effective, any tax liabilities under the Income Tax Act, Customs Act, 1962, Central Excise Act, 1944, Central Sales Tax Act, 1956, any other State Sales Tax, Value Added Tax, or Service Tax or Corporation Tax or Goods and Service Tax, other Applicable Law, regulations dealing with taxes, duties, levies, cess to the extent not provided for or covered by tax provision in

For, True Colors Ltd.  
  
Director

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For Inkia Inks Pvt. Ltd.  
  
Director



the Transferor Company's accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provisions for taxation, duties or levies account including advance tax, tax deducted or collected at source and credit for minimum alternate tax and such other tax, as on the date immediately preceding the Appointed Date will also be transferred to the account of and belong to the Transferee Company.

4.3.4 Where any debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged by the Transferor Company on or after the Appointed Date but prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.

4.3.5 For the period between the Appointed Date and the Effective Date, all debts, liabilities, duties and obligations of the Transferor Company, shall be deemed to be for and on account of the Transferee Company.

4.4 Without prejudice to the generality of Clause 4.1 above, the contracts, deeds, etc. relating to the Transferor Company shall stand transferred to and vested in the Transferee Company in the following manner:

4.4.1 With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance policies, indemnities, guarantees and other instruments of whatsoever nature in relation to Transferor Company, or to the benefit of which Transferor Company may be eligible, and which are subsisting or having effect on or immediately before the Effective Date, shall be in full force and effect, on or against or in favour of the Transferee Company and may be forced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

4.4.2 The Transferee Company may, at any time after the effectiveness of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any Person to any contract or arrangement to which the Transferor Company is a party or any

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Director

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Director

writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

4.4.3 Until the Effective Date, the Transferor Company shall carry on the business activities in the ordinary course and shall not execute any material contract or undertake or assume any liability, obligation or undertaking without the prior written consent of the Transferee Company.

4.5 Upon the Scheme coming into effect, all kinds of Intellectual Property Right in the name of the Transferor Company such as trade and service names and marks, patents, logos, copyrights, trade secrets, designs, goodwill, business and project credentials which includes the positive reputation that the Transferor Company was enjoying to retain its clients, statutory licenses, infrastructural advantages, overall increase in market share, customer base, skilled employees, business claims, business information, business contracts, trade style and name, marketing and distribution channels, marketing or other commercial rights, customer relationship, trade secrets, information on consumption pattern or habits of the consumers in the territory, technical know-how, client records, KYC (know your customer) records/ POAs (power of attorney), authorisations, client details, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programs, computer accessories, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company, if any, shall be transferred to the Transferee Company from the Appointed Date, without any further act, instrument, deed or thing.

4.6 Without prejudice to the provisions of the foregoing sub-clauses of Clause 4, the Transferor Company and the Transferee Company may execute any and all instruments or documents and do all acts, deeds and things as may be required, including filing of necessary particulars and/ or modification(s) of charge, necessary applications, notices,

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Director

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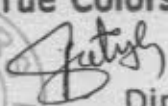
Director


intimations or letters with any Appropriate Authority or Person to give effect to the Scheme. Any procedural requirements required to be fulfilled solely by the Transferor Company shall be fulfilled by the Transferee Company as if it were the duly constituted attorney of the Transferor Company. The Transferee Company shall take such actions as may be necessary and permissible to get the assets, Permits and contracts of the Transferor Company transferred and/ or registered in its name.

- 4.7 All assets, rights, title, interest, investments and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company or whether or not specifically mentioned herein, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest, investments and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the provisions of Sections 230 to 232 of the Act.

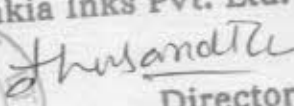
## 5. LEGAL PROCEEDINGS


- 5.1 All legal proceedings of whatever nature by or against the Transferor Company pending on the Effective Date, shall not be abated, be discontinued or be, in any way, prejudicially affected by reason of the transfer of the undertakings, business, assets, properties and liabilities of the Transferor Company or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made.
- 5.2 On and from the Effective Date, all suits, cause of action, appeal, tax proceedings, investigations, arbitrations, any enquiry or other judicial, quasi-judicial, arbitral or other administrative proceedings of whatsoever nature by or against the Transferor Company in relation to the provision or conduct of the business and pending or arising subsequent

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to the Appointed Date, shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted or enforced by or against the Transferee Company as if the Scheme had not been made.

- 5.3 On and from the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Transferor Company but in the name of the Transferee Company. All orders/ judgments/ awards of any Appropriate Authority in favour of the Transferor Company or to the benefit of which Transferor Company may be eligible, shall remain in full force and effect in favour of Transferee Company without any further act, instrument, deed or thing and may be enforced as fully and effectually as if, instead of Transferor Company, the Transferee Company had been a party or beneficiary thereto.

## **6. EMPLOYEES, STAFF AND DIRECTORS**


- 6.1 With effect from the Effective Date, all the employees of the Transferor Company shall become the employees of the Transferee Company on such date without any break or interruption in service and upon terms and conditions not less favourable than those on which they are engaged by the Transferor Company, immediately preceding the Effective Date.
- 6.2 The Transferee Company undertakes to continue to abide by any agreement/ settlement or arrangement, if any, entered into or deemed to have been entered into by the Transferor Company with any Persons in relation to the employees of the Transferor Company. The Transferee Company agrees that the services of all such employees with the Transferor Company prior to the transfer shall be taken into account for the purposes of all existing benefits (including any leave encashment benefits) to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral/ terminal benefits.
- 6.3 In so far as the existing provident fund, gratuity fund and pension and/ or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits, if any, created by the Transferor Company for its employees (collectively referred to as the "**Funds**"), the Funds and such of the investments made by the Funds being transferred to the Transferee Company, in terms of the Scheme shall be transferred to the Transferee

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Company and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Company or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above, the Transferee Company may, subject to necessary approvals and permissions, continue to contribute to relevant funds of the Transferor Company, until such time that the Transferee Company creates its own fund, at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Company shall be transferred to the funds created by the Transferee Company. Subject to the relevant law, rules and regulations applicable to the Funds, the Board of Directors or any committee thereof of the Transferee Company may decide to continue to make the said contributions to the Funds of the Transferor Company. Upon transfer of the aforesaid Funds of the Transferor Company, the existing trust, if any created for such Funds by the Transferor Company, shall stand dissolved and no further act or deed shall be required to this effect.

- 6.4 In respect of the stock options granted to the employees of the Transferor Company under any employees stock option scheme, if any, it is hereby clarified that upon coming into effect of this Scheme, the stock options, as of the Effective Date would continue on the existing terms and conditions (including but not limited to conditions pertaining to vesting and exercise such as vesting period, exercise price etc.) except for such modifications/ adjustments in stock options granted as may be deemed appropriate by the Board of the Transferee Company, in view of this Scheme and in accordance with the Applicable Law. No such modifications/ adjustments shall require any further approval of the shareholders of the Transferee Company and/or holders of stock options in this behalf.
- 6.5 It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous and not interrupted for the purpose of the said Fund or Funds.

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Director

- 6.6 With effect from the Effective Date, and as an integral part of the Scheme, Mr. Rajeshkumar Dayabhai Dharsandiya, an existing director of the Transferor Company, shall be appointed as the executive and non-independent director of the Transferee Company for a period of 5 (five) years from the Effective Date, subject to Applicable Law. The terms and conditions of such appointments shall be as recommended by the nomination and remuneration committee and the Board of the Transferee Company, and as may be approved by the shareholders of the Transferee Company in a general meeting (including the general meeting, as may be directed by the Appropriate Authority, in which this Scheme shall be placed before the shareholders of the Transferee Company for approval) in accordance with Applicable Law. The Board of the Transferee Company shall adequately disclose the proposed terms and conditions of such appointment in the explanatory statements to the notice calling for such meeting of the shareholders of the Transferee Company. The appointment shall remain subject to the proposed director complying with the requirements set out under the applicable provisions of the Act for being appointed as a director (including making appropriate disclosures and giving the requisite consents), which compliance shall be verified by the Board of the Transferee Company no earlier than 7 (seven) days prior to the Effective Date.
- 6.7 On approval of this Scheme by the Board of Directors and the shareholders of the Parties pursuant to provisions of Sections 230 to 232 of the Act and other applicable provisions of the Act, SEBI LODR Regulations, SEBI Circular and other Applicable Law, it shall be deemed that the Board of Directors and shareholders of the Transferee Company have approved the appointment of Mr. Rajeshkumar Dayabhai Dharsandiya as the executive and non-independent director of the Transferee Company under the applicable provisions of the Act and other Applicable Law. The approval of this Scheme by shareholders of the Transferee Company under Sections 230 to 232 of the Act, whether at a meeting or otherwise, or any dispensation of the same by the NCLT, shall be deemed to have been an approval under applicable provisions under the Act and no further resolution(s) would be required to be separately passed in this regard by the Transferee Company for the appointment of Mr. Rajeshkumar Dayabhai Dharsandiya as director under the Act and other Applicable Law. Further, on the Effective Date, filing of the Order of the NCLT approving the Scheme with the Registrar of Companies shall be

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deemed to be in compliance of all the applicable provisions under the Act and other Applicable Law, in this regard.

## 7. BORROWING LIMITS AND CORPORATE APPROVALS

- 7.1 With effect from the Effective Date, the borrowing and investment limits of the Transferee Company under the Act shall be deemed without any further act or deed to have been enhanced by the borrowing and investment limits of the Transferor Company, such limits being incremental to the existing limits of the Transferee Company.
- 7.2 Any corporate approval obtained by the Transferor Company, whether for purposes of compliance or otherwise, shall be transferred to the Transferee Company and such corporate approvals and compliance shall be deemed to have been obtained and complied with by the Transferee Company.

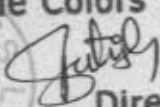
## 8. CONSIDERATION

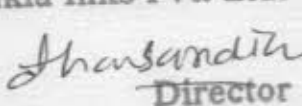
- 8.1 Upon the Scheme becoming effective and upon the amalgamation of the Transferor Company with the Transferee Company in terms of this Scheme, the Transferee Company shall, without any further act, deed, issue and allot on a proportionate basis to each shareholder of the Transferor Company, whose name is recorded in the register of members of the Transferor Company, on the Effective Date, in accordance with the terms of the Scheme and without any further application, act, deed, payment, consent, instrument or deed, in the following manner:

*"83 (eighty-three) fully paid-up equity shares of Rs.10/- each of the Transferee Company, credited as fully paid up, for every 100 (one hundred) fully paid equity shares of Rs.10/- each held by such shareholder or his/ her/ its heirs, executors, administrators or successors in the Transferor Company".*

The Transferee Company's shares to be issued to the shareholders of the Transferor Company pursuant to this clause will be referred to as the "New Equity Shares".

- 8.2 In the event the aforesaid allotment of New Equity Shares in accordance with Clause 8.1 results in fractional entitlements, the Board of Directors of the Transferee Company shall consolidate all such fractional entitlements and round-up the aggregate of such fractions to the next whole number, and thereupon issue and allot whole New Equity Shares in lieu thereof to a trustee (nominated by the Board of Directors of the Transferee Company

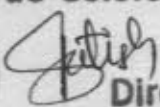
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in this behalf) in dematerialized form, who shall hold such shares, with all additions or accretions thereto, in trust for the benefit of the respective shareholders to whom they belong for the specific purpose of selling such shares in the market at such price or prices and at any time within a period of 90 days from the date of allotment of the New Equity Shares as the trustee may, in its sole discretion, decide and distribute the net sale proceeds (after deduction of the expenses incurred and applicable income tax) to the respective shareholders in the same proportion of their fractional entitlements. It is clarified that any such distribution shall take place only after the sale of all the fractional shares of the Transferee Company pertaining to the fractional entitlements.

- 8.3 The register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Law shall (as deemed necessary by the Board of Directors of the Transferee Company) be updated to reflect the issue of New Equity Shares in terms of this Scheme.
- 8.4 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholders of the Transferor Company, the Board of Directors of the Transferor Company shall be empowered prior to or even subsequent to the Effective Date, to effectuate such transfers in the Transferor Company as if such changes in registered holders were operative as on the Effective Date, in order to remove any difficulties arising to the transferors of the shares in relation to the New Equity Shares issued by the Transferee Company after the Scheme is effected. The Board of Directors of the Transferee 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 Transferee Company on account of difficulties faced in the transition period.
- 8.5 In the event, any or all of the Parties restructure their share capital by way of share split / consolidation/ issue of bonus shares or any other corporate action during the pendency of the Scheme, the share exchange ratio stated in Clause 8.1 above shall be adjusted accordingly, without the requirement of any further approval from Appropriate Authority to consider the effect of any such corporate actions undertaken by such Party.
- 8.6 The New Equity Shares issued and allotted by the Transferee Company in terms of this Scheme shall be subject to the provisions of the memorandum of association and articles

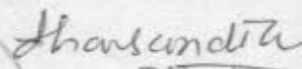
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Director



of association of the Transferee Company and shall rank pari-passu inter-se in all respects including dividends declared, voting and other rights. The issue and allotment of the New Equity Shares in terms of this Scheme shall be deemed to have been carried out as if the procedure laid down under Section 42, 55 and 62(1)(c) of the Act and any other applicable provisions of the Act have been complied with.

- 8.7 The New Equity Shares issued by the Transferee Company will be listed and/or admitted to trading on the Stock Exchange where the shares of the Transferee Company are listed and/or admitted to trading. The Transferee Company shall apply for listing of the New Equity Shares on the Stock Exchange in terms of and in compliance with SEBI LODR Regulations, SEBI Circular and other relevant provisions as may be applicable. The new equity shares allotted by the Transferee Company, pursuant to the Scheme, shall remain frozen in the depository system till listing/ trading permission is given by the designated Stock Exchange.
- 8.8 The Transferee Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchange.
- 8.9 It is clarified that the approval of the shareholders of the Transferee Company to this Scheme shall be deemed to be their consent/ approval also to the consequential alteration of its memorandum of association and articles of association or any other action contemplated as part of the Scheme pursuant to this Scheme and the Transferee Company shall not be required to seek separate consent / approval of its shareholders for such alteration or action, as required under Sections 13, 14, 42, 61, 64 and other applicable provisions of the Act.
- 8.10 The Transferee Company shall, if and to the extent required, apply for and obtain the required statutory approvals of the Appropriate Authority for the issue and allotment of the New Equity Shares.

**9. COMBINATION OF AUTHORIZED SHARE CAPITAL**

- 9.1 Consequent to the amalgamation and as an integral part of the Scheme, upon the Scheme becoming effective, the authorized share capital of the Transferor Company of Rs 3,00,00,000 (Rupees Three Crore Only) will be reclassified, altered and combined with

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**Director**

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**Director**

the authorised share capital of the Transferee Company and shall stand increased without any further act, instrument or deed and without payment of any fees to Registrar of Companies, stamp duty, etc. pursuant to the provisions of the Act:

- 9.2 Upon the Scheme becoming effective and as an integral part of the Scheme, the authorized share capital of the Transferee Company shall automatically stand increased by Rs 3,00,00,000 (Rupees Three Crore Only), which shall stand transferred from the authorized share capital of the Transferor Company to the Transferee Company without any further act, instrument or deed and without payment of any fees, stamp duty, etc., and the revised authorized share capital of the Transferee Company shall be as under:

Particulars	Amount (in Rupees)
<b>Authorised Capital</b>	
2,80,00,000 Equity Shares of Rs.10/- each	28,00,00,000
<b>Total</b>	<b>28,00,00,000</b>

- 9.3 Consequentially, Clause V of the memorandum of association of the Transferee Company shall, without any act, instrument or deed, be and stand altered, modified and amended, to reflect the increased combined authorised share capital as per Clause 9.2 above, pursuant to Sections 13, 14, 61, 64, and other applicable provisions of the Act. The updated Clause V of the memorandum of association of the Transferee Company shall be as under:

*"The Authorised Share Capital of the Company is INR 28,00,00,000/- (Rupees Twenty-Eight Crores Only) divided into 2,80,00,000 (Two-Crore Eighty-Lakh) Equity Shares of INR 10/- (Rupee Ten Only) each."*

- 9.4 Upon the Scheme becoming effective, the Transferee Company shall not be required to file any forms or pay any fees, stamp duty etc., with the Registrar of Companies for alteration of its authorized share capital and alteration in the memorandum of association and articles of association, as may be required.

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*[Signature]*  
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Director

- 9.5 It is clarified that the approval of the shareholders to the Scheme shall be deemed to be consent/ approval of the shareholders of the Transferee Company also to the alteration of the memorandum of association and articles of association of the Transferee Company as may be required under the Act.

#### 10. CHANGE IN OBJECT CLAUSE OF THE TRANSFEE COMPANY

- 10.1 With effect from the Appointed Date, the main object clause of the memorandum of association of the Transferee Company shall be deemed to be altered and amended, without any further act or deed, to include the objects as required for the purpose of carrying on the business activities of the Transferor Company pursuant to the applicable provisions of the Act. Accordingly, the memorandum of association of the Transferee Company shall be altered and amended and necessary revisions in numbering of the clauses inserted shall be carried out.

- 10.2 The following clause shall replace Clause III(A)(3) of the main object clause of the memorandum of association of the Transferee Company and shall read as under:

*"3. To manufacture, formulate, process, develop, refine, prepare, buy, sell, trade, distribute, import, export and otherwise deal in all kinds of inks and chemical products including digital textile inks, sublimation inks, reactive inks, direct-digital inks, pigmented inks, textile dyes, pigments, percolating and post-coating chemicals and all allied or derivative ink and chemical products, as well as to buy, sell, import, export, trade and otherwise deal in textile printing machinery and its spare parts, and all ancillary materials used for bleaching, dyeing, mercerizing, calendaring, printing including digital printing, polymerizing, preparing, processing or working on cloth, yarn, thread, cotton, wool, silk, jute, synthetic fibres, rayon, nylon, polyester, staple fibres and all textile or paper-based materials."*

- 10.3 For the purposes of giving effect to the amendment in the memorandum of association of the Transferee Company as provided in this Clause, the consent/ approval given by the members of the Transferee Company to this Scheme pursuant to Section 232 of the Act and any other applicable provisions of the Act shall be deemed to be sufficient, and no further resolution of members of the Transferee Company as otherwise necessary under the applicable provisions of the Act shall be required to be passed for making such change/ amendment in the memorandum of association of the Transferee Company.

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Director



Upon filing of the certified copy of this Scheme as sanctioned by the Tribunal, in terms of Section 230-232 of the Act and any other applicable provisions of the Act, together with the order of the Tribunal and a printed copy of the memorandum of association for the purposes of the applicable provisions of the Act, the Registrar of Companies shall register the same and make the necessary alterations in the memorandum of association of the Transferee Company accordingly and shall certify the registration thereof in accordance with the applicable provisions of the Act.

- 10.4 The Transferee Company shall file with the Registrar of Companies all requisite forms and complete the compliance and procedural requirements under the Act, if any.

#### 11. DIVIDENDS

- 11.1 The Parties shall be entitled to declare and pay dividends, whether interim or final, to its shareholders in respect of the accounting period prior to the Effective Date consistent with the past practice, or in the ordinary course.
- 11.2 Upon the Scheme becoming effective, on and from the Appointed Date, the profits of the Transferor Company shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit.
- 11.3 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the Transferee Company, subject to such approval of the shareholders, as may be required.

#### 12. INTER-SE TRANSACTIONS

With effect from the Effective Date, all inter-se contracts solely between the Parties (i.e., not having any other third Person other than the Parties) shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company. With effect from the Effective Date, there will be no accrual of income or expenses on account of any transactions in the nature of sale or transfer of any goods, material or services, between the Transferor Company and the Transferee Company. For avoidance of doubt, it is

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hereby clarified that with effect from the Effective Date, there will be no accrual of interest or other charges in respect of any inter-se loans, deposits or balances between the Transferor Company and the Transferee Company, if any.

### **13. PROFITS, BONUS OR RIGHTS SHARES**

13.1 With effect from the Appointed Date, the Transferor Company shall not without the prior written consent of the Transferee Company, utilise, adjust or claim adjustment of profits/ reserves, as the case may be, earned, incurred, or suffered after the Appointed Date.

13.2 The Transferor Company shall not after the Appointed Date, issue or allot any further securities, by way of rights or bonus or otherwise without the prior written consent of the Board of Directors of the Transferee Company.

### **14. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE**

14.1 With effect from the date of approval of the Scheme by the respective Board of Directors of the Parties and up to and including the Effective Date:

14.1.1 the Transferor Company shall carry on its business in ordinary course with reasonable diligence and business prudence and in the same manner as the Transferor Company had been doing hitherto;

14.1.2 the Transferor Company shall not undertake any additional financial commitments of any nature whatsoever, including borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for themselves or on behalf of its respective affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or Encumber or deal in any of its properties/assets, etc. except:

- (a) when the same is expressly provided in this Scheme; or
- (b) when the same is in the ordinary course of business as carried on, by the Transferor Company; or
- (c) when written consent of the Transferee Company has been obtained in this regard; and

14.1.3 the Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Appropriate Authorities concerned as necessary under Applicable

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*[Signature]*  
**Director**

**For Inkia Inks Pvt. Ltd.**



*[Signature]*  
**Director**

Law for such consents, approvals and sanctions which the Transferee Company may require to carry on the relevant business of the Transferor Company and to give effect to the Scheme.

14.2 The Transferor Company with effect from the Appointed Date and up to and including the Effective Date:


14.2.1 shall be deemed to have been carrying on and to be carrying on all business and activities and stand possessed of all the assets, rights, title, interest, authorities, contracts, investments and strategic decisions of the Transferor Company for and on account of and in trust for, the Transferee Company;

14.2.2 all profits and income accruing to the Transferor Company, and losses and expenditure incurred by it (including taxes but excluding advance taxes, if any, accruing or paid in relation to any profits or income), relating to the Transferor Company for the period from the Appointed Date based on the accounts of the Transferor Company shall for all purposes be treated as the profits, income, losses or expenditure, as the case may be, of the Transferee Company; and


14.2.3 any of the rights, powers, authorities, privileges, attached, exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, all of the obligations, duties and commitments attached, undertaken by the Transferor Company shall be deemed to have been undertaken for and on behalf of the Transferee Company.

14.3 The transfer and vesting of the assets, liabilities and obligations of the Transferor Company and the continuance of the proceedings by or against the Transferor Company under this Scheme shall not affect any transaction or proceedings already completed by the Transferor Company on or before the Effective Date in accordance with the Scheme, to the end and intent that, the Transferee Company accepts all acts, deeds and things done and executed by and or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.

**15. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY**

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Director

15.1 Upon the Scheme becoming effective, the Transferee Company shall account for the amalgamation of the Transferor Company in its books of accounts in accordance with the Pooling of Interests Method as prescribed under Appendix C to Ind AS 103 (Business Combinations), read with Section 133 of the Act, the Companies (Indian Accounting Standard) Rules, 2015 and other applicable guidance issued by the Institute of Chartered Accountants of India. Such accounting shall be carried out on the date determined in accordance with the requirements of Ind AS. Accordingly, the Transferee Company shall account for amalgamation as under:

15.1.1 The Transferee Company shall record all the assets, liabilities and reserves of the Transferor Company vested in it pursuant to this Scheme at the close of business immediately preceding the Appointed Date at their carrying amounts as appearing in the books of account of the Transferor Company, on the Appointed Date;

15.1.2 The Transferee Company shall credit to its share capital account, the aggregate face value of the equity shares issued by the Transferee Company pursuant to Clause 8.1 above;

15.1.3 Upon the Scheme becoming effective, the surplus/ deficit, if any, of the net value of assets, liabilities and reserves of the Transferor Company acquired and recorded by the Transferee Company in terms of Clause 4.1 over the sum of the face value of the equity shares issued upon amalgamation issued and allotted pursuant to Clause 8.1, shall be adjusted in "Capital Reserve Account" in the financial statement of the Transferee Company;

15.1.4 Inter-company transactions and balances including loans, advances, receivables, payables and other dues inter-se between the Transferor Company and the Transferee Company, if any, will stand cancelled and there shall be no further obligation/ outstanding in that behalf;

15.1.5 Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of amalgamation of the Transferor Company, as stated above, as if the amalgamation has occurred from the beginning of the comparative period. However, if business combination had

For, True Colors Ltd.



*Spitish*  
Director

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For Inkia Inks Pvt. Ltd.



*Shraddha*  
Director

occurred after that date, the prior period information shall be restated only from that date;

15.1.6 In case of difference in accounting policies between the Transferor Company and the Transferee Company, the impact of the same till Appointed Date of amalgamation will be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial Statements of the Transferee Company reflect the true financial position on the basis of consistent accounting policies; and

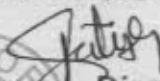
15.1.7 Notwithstanding the above, the Board of Directors of the Transferee Company, in consultation with its statutory auditors, is authorized to account any of the balances in any other manner in accordance with the applicable accounting standards as notified under the Companies Act, 2013, if such accounting treatment is considered more appropriate.


## 16. TAX TREATMENT

16.1 The amalgamation of the Transferor Company into the Transferee Company shall be as a going concern, in accordance with Section 2(1B) and other applicable provisions of the Income Tax Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the Income Tax Act, at a later date for any reason whatsoever, the provisions of the Income Tax Act shall prevail and the Scheme shall stand modified to the extent deemed necessary to comply with Section 2(1B) and other applicable provisions of the Income Tax Act. Such modifications, however, shall not affect the other parts of the Scheme.

16.2 All the benefit of the tax credits whether central, state or local, availed by the Transferor Company including minimum alternate tax, tax deduction at source on income of the Transferor Company, obligation for tax deduction at source on any payments made by or to be made by the Transferor Company, and the obligations, if any, for payment of the tax on any assets of the Transferor Company or their erection and/ or installation, etc. shall be deemed to have been availed by the Transferee Company, or as the case may be, deemed to be the obligations of the Transferee Company.

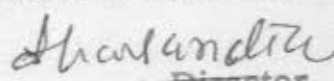
For, True Colors Ltd.


  
Director



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For Inkia Inks Pvt. Ltd.

  
Director






- 16.3 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/ receivable by the Transferor Company including all or any refunds/ credits/ claims relating thereto shall be treated as the asset/ liability or refunds/ credits/ claims, as the case may be, of the Transferee Company.
- 16.4 The Transferee Company is expressly permitted to revise its tax returns including tax deducted at source (TDS) certificates/ returns and to claim refunds, advance tax credits, goods and service tax credits, set offs, rebates, credits, etc., on the basis of the accounts of the Transferor Company as vested with the Transferee Company upon coming into effect of this Scheme, and its right to make such revisions in the related tax returns and related certificates, as applicable, and the right to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved.

#### 17. CONCLUDED TRANSACTIONS


Subject to the terms of this Scheme, the transfer and vesting of the assets, properties, and liabilities of the Transferor Company under this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that all such acts, deeds and things made, done and executed by the Transferor Company are made, done and executed by or on behalf of the Transferee Company, unless the Board of Directors of the Transferee Company specifically objects, rebuts or negates any such acts, deeds or things for a reasonable and justifiable cause.

#### 18. OTHER ENTITLEMENTS

- 18.1 On and from the Effective Date and till such time that the bank accounts of the Transferor Company have been transferred in favour of the Transferee Company or the Transferor Company's name has been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the Transferor Company and for such time as may be determined to be necessary by the Transferee Company.
- 18.2 All cheques and other negotiable instruments (including but not limited to bank guarantee(s), letter(s) of credit), payment orders, electronic fund transfers like NEFT,

For, True Colors Ltd.  
  
Director

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For Inkia Inks Pvt. Ltd.  
  
Director

RTGS etc. received or presented for encashment, in the name of Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company. Similarly, the bankers of the Transferee Company shall honour cheques issued by Transferor Company for payment after the Effective Date.

- 18.3 Upon the coming into effect of this Scheme, the resolutions, if any, of Transferor Company, which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.

#### **19. DISSOLUTION OF TRANSFEROR COMPANY**


On this Scheme becoming effective, the Transferor Company shall stand dissolved without winding up and the Board of Directors and any committees thereof of the Transferor Company shall, without any further act, instrument, or deed, be and stand discharged. On and from the Effective Date, the name of the Transferor Company shall be struck off from the records of the Registrar of Companies.


#### **20. INDEMNITY BY SHAREHOLDERS OF THE TRANSFEROR COMPANY**

The shareholders of the Transferor Company shall indemnify and hold harmless the Indemnified Persons for losses, liabilities (including but not limited to tax liabilities), costs, charges, expenses (whether or not resulting from third party claims), including those paid or suffered pursuant to any actions, proceedings, claims and including interests and penalties discharged by the Indemnified Persons which may devolve on Indemnified Persons on account of amalgamation of the Transferor Company with the Transferee Company but would not have been payable by such Indemnified Persons otherwise, in the form and manner as may be agreed amongst the Transferee Company and the shareholders of the Transferor Company. For avoidance of any doubt, it is hereby clarified that all the payments to the Indemnified Persons shall be grossed up to include any or all of the taxes payable with respect to the said payments.

### **PART C**

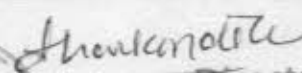
**For, True Colors Ltd.**


  
**Director**



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**For Inkia Inks Pvt. Ltd.**

  
**Director**



## **GENERAL TERMS AND CONDITIONS**

### **21. APPLICATION AND PETITION BEFORE THE TRIBUNAL**

- 21.1 The Parties shall make the requisite company applications under Sections 230 to 232 of the Act and other applicable provisions of the Act to the Tribunal for seeking sanction of this Scheme.
- 21.2 Each of the Parties (acting through their respective Boards of Directors) shall, with all reasonable dispatch, make applications to the Tribunal, under the relevant provisions of Applicable Law, if any, seeking orders for dispensing with or convening, holding and/or conducting of the meetings of the classes of their respective shareholders and/or creditors and for sanctioning the Scheme with such modifications, as may be approved by the Tribunal.

### **22. MODIFICATIONS OR AMENDMENTS TO THE SCHEME**

- 22.1 The Parties by their respective Board of Directors may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Tribunal and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) subject to the approval of the Tribunal or any other authorities under the Applicable Law. The Parties by their respective Board of Directors be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.
- 22.2 In the event, any of the conditions that may be imposed by the Tribunal, while sanctioning the Scheme, which the Board of Directors of the Parties may find unacceptable for any reason or for any other reason, the Parties shall mutually agree to withdraw from the Scheme or any alternative course of action.
- 22.3 Subject as provided hereinafter, if any part of this Scheme is held invalid, ruled illegal by the Tribunal or any other Appropriate Authority of the competent jurisdiction, or becomes unenforceable for any reason whatsoever, whether under present or future laws, then it is the intention of the Parties that such part shall be severable from the remainder

For, True Colors Ltd.

   
Director

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For Inkia Inks Pvt. Ltd.

   
Director



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

### 23. CONDITIONS PRECEDENT

23.1 Unless otherwise decided (or waived) by Parties, the Scheme is conditional upon and subject to the following conditions precedent:

23.1.1 receipt of no-objection letters from the Stock Exchange in respect of the Scheme and the transaction contemplated herein under Regulation 37 of the SEBI LODR Regulations, which in form and substance is acceptable to the Parties, each acting reasonably and in good faith;

23.1.2 the Transferee Company complying with other provisions of the SEBI Circular, including seeking approval of the shareholders of the Transferee Company through e-voting, as applicable. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the proposal are more than the number of votes cast against the proposal by the public shareholders of the Transferee Company as per the SEBI Circular. The term 'public' shall have the meaning as defined under Rule 2 of the Securities Contracts (Regulations) Rules, 1957;

23.1.3 the Scheme being approved by the requisite majorities of the shareholders and creditors of the Parties, as required under Applicable Law, and/or as may be directed by the Tribunal or any other authority as may be prescribed or notified;

23.1.4 the sanction of the Scheme by the Tribunal under Sections 230 to 232 of the Act being obtained by the Parties; and

23.1.5 the certified copies of the orders of the Tribunal referred to in this Scheme being filed with the Registrar of Companies by the Parties.


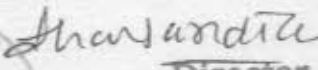
23.2 It is hereby clarified that submission of this Scheme to the Tribunal and to the Appropriate Authority for their respective approvals is without prejudice to all rights, interests, title, or defenses that Parties may have under or pursuant to all Applicable Law.

For True Colors Ltd.

   
Director

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For Inkia Inks Pvt. Ltd.

   
Director



23.3 On the approval of this Scheme by the shareholders of the Parties and such other classes of Persons of the Parties, if any, pursuant to Clause 23.1.2 above, such shareholders and classes of Persons shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the Scheme.

#### 24. EFFECT OF NON-RECEIPT OF APPROVALS


24.1 In case this Scheme is not sanctioned by the Tribunal and/or Appropriate Authority or in the event, any of consents, approvals, permissions, resolutions, agreements, sanctions or conditions enumerated in this Scheme not being obtained or complied or for any other reason, this Scheme cannot be implemented, this Scheme shall become null and void and be of no effect.

24.2 In the event of revocation/ withdrawal/ nullity of the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Parties or their respective shareholders or creditors or employees or any other Person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with Applicable Law or in accordance with any agreement entered by the Parties and in such case, each Party shall bear its own costs, unless otherwise mutually agreed.

#### 25. PROPERTY IN TRUST

Notwithstanding anything contained in this Scheme, on and after the Effective Date, until any property, asset, license, Permit, contract, agreement and rights and benefits arising therefrom pertaining to the Transferor Company are transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority or otherwise, in favour of the Transferee Company, the Transferee Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, Permit, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, Permit, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authorities, the Transferee Company will continue to hold the property and/or the asset, license, Permit, contract or agreement and

For, True Colors Ltd.

 *[Signature]*  
Director

For Inkia Inks Pvt. Ltd.



*[Signature]*  
Director

rights and benefits arising therefrom in trust for and on behalf of the Transferor Company.

**26. FACILITATION PROVISIONS**

For the purpose of giving effect to the amalgamation order passed under Sections 230 to 232 and other applicable provisions of the Act in respect of this Scheme by the Tribunal, the Transferee Company shall, at any time pursuant to the orders approving this Scheme, be entitled to get the recordal of the change in the legal right(s) upon the amalgamation of the Transferor Company, in accordance with the provisions of Sections 230 to 232 of the Act. The Transferee Company is and shall always be deemed to have been authorized to execute any pleadings, applications, forms, etc., as may be required to remove any difficulties and facilitate and carry out any formalities or compliances as are necessary for the implementation of this Scheme.

**27. REPEALS AND SAVINGS**

Any direction or order given by the Tribunal or other Appropriate Authority under the provisions of the Act and any act done by the Transferor Company and the Transferee Company, based on such directions or order, shall be deemed to be in accordance with and consistent with the provisions of the Act.

**28. COST, CHARGES AND EXPENSES**

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of, or incurred in connection with the amalgamation of the Transferor Company into the Transferee Company, as set out in Part B of this Scheme and matters incidental thereto, shall be borne as agreed between the Parties.

**29. COMPLIANCE WITH APPLICABLE LAW**

The Parties undertake to comply with all Applicable Law including making the requisite intimations and disclosures to any statutory or regulatory authority and obtaining the requisite consent, approval or permission, of the Central Government, Stock Exchange, SEBI, as may be required or any other statutory or regulatory authority, which by law may be required for the implementation of this Scheme or which by law may be required in relation to any matters connected with this Scheme.

**For, True Colors Ltd.**



*[Signature]*  
**Director**

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**For Inkia Inks Pvt. Ltd.**




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**Director**

### 30. RESIDUAL PROVISIONS

The Scheme does not contain or provide for any compromise with the creditors of the Transferor Company and the Transferee Company, and it has not been drawn up to accommodate any corporate debt restructuring.

For, True Colors Ltd.  
  
Director

For Inkia Inks Pvt. Ltd.  
  
Director