


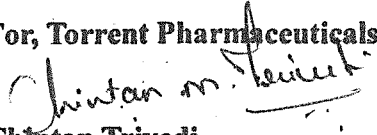
**SCHEME OF ARRANGEMENT
IN NATURE OF AMALGAMATION
OF
CURATIO HEALTH CARE (I) PRIVATE LIMITED Transferor Company
WITH
TORRENT PHARMACEUTICALS LIMITED.....Transferee Company
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013**

PREAMBLE

A. DESCRIPTION OF COMPANIES:

1. Curatio Health Care (I) Private Limited (hereinafter referred to as "Transferor Company" or "Curatio"), is a private limited company incorporated on 27th June 2005 under the provisions of the Companies Act, 1956 with its registered office situated in the State of Tamil Nadu. The registered office of the Company has been shifted to the State of Gujarat by a fresh certificate of incorporation issued by Registrar of Companies, Gujarat as on 23rd December, 2022. The current CIN is U24231GJ2005PTC137705, with its current registered office situated at Torrent House, Nr Dinesh Hall, Ashram Road, Ahmedabad – 380 009, in the State of Gujarat. Curatio is a wholly-owned subsidiary of the Transferee Company. Curatio is engaged in the business of developing, distributing, marketing, promoting and sale of medicinal, food supplements, dermatology and cosmetology products. The Transferor Company has two wholly owned subsidiaries i.e. (i) Curatio International Lanka (Private) Limited at Sri Lanka and

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(ii) Curatio Inc. at Philippines. These subsidiaries are also engaged in the business of distributing, marketing, promoting and sale of medicinal, food supplements, dermatology and cosmetology products at Sri Lanka and Philippines respectively. Alongwith the transfer of the Undertaking (*as defined hereinafter*) of Curatio to Torrent, the investments in the two subsidiaries also shall be transferred to Torrent and upon this Scheme being effective, they will become Wholly Owned Subsidiaries of Torrent.

2. Torrent Pharmaceuticals Limited (hereinafter referred to as "Transferee Company" or "Torrent") having CIN: L24230GJ1972PLC002126 is a public limited company incorporated on 15th July, 1972 under the provisions of the Companies Act, 1956 with its registered office situated at Torrent House, Off Ashram Road, Ahmedabad – 380 009, in the State of Gujarat. The Equity shares of the Transferee Company are listed on the BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE"). The Non-Convertible Debentures of the Transferee Company is listed on NSE. The Transferee Company is one of the leading pharma companies in India engaged in the business of research & development, manufacturing, marketing, promotion and sale of *inter alia*, pharmaceutical products with annual revenues of over Rs. 8,500 Crores. Torrent is ranked amongst the Top 10 therapeutic segments of Cardiovascular (CV), Central Nervous System (CNS), Gastro-intestinal (GI), Vitamins, Anti-Diabetic and Pain. It has presence in 40+ countries and is ranked No. 1 amongst the Indian pharma Companies in Brazil, Germany and Philippines. Torrent has its manufacturing operations in the State of Gujarat, Sikkim, Himachal Pradesh, Madhya Pradesh and Andhra Pradesh.


B. OVERVIEW OF THE SCHEME :

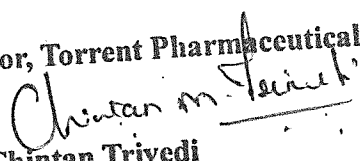
This Scheme (*as defined hereinafter*) is presented under Section 230 to 232 and other applicable provisions of the Act (*as defined hereinafter*) read with Section 2(1B) and applicable provisions of the Income Tax Act (*as defined hereinafter*) and other applicable law, if any and provides for the amalgamation of the Transferor Company with the Transferee Company and dissolution of Transferor Company without winding up.

C. RATIONALE OF THE SCHEME:

- 3.1. The Transferor Company and Transferee Company are part of the same business group and as the Transferor Company and Transferee Company are

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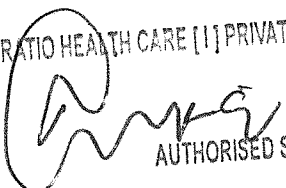
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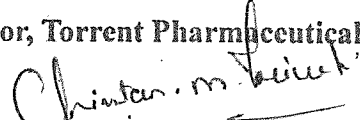
engaged in similar business, it is proposed to consolidate the activities of these Companies by way of amalgamation of Transferor Company with Transferee Company.

- 3.2. The Transferee Company acquired control of the business of the Transferor Company with effect from 14th October, 2022 by acquiring 100% equity shares of the Transferor Company. The entire business of the Transferor Company acquired by Transferee Company is represented by way of equity shares of the Transferor Company.
- 3.3. As the Transferor Company and Transferee Company operates in related business, the amalgamation will consolidate the business of these Companies in a single entity resulting in operational efficiencies, cost competitiveness and business synergies.
- 3.4. The proposed amalgamation would result in the following benefits to the Transferor Company and the Transferee Company, their respective shareholders and creditors and will be in long-term interest of customers, employees and other stakeholders:

- (a) Synergies of operations, inter alia, optimization of supply and distribution network and costs;
- (b) Integration of business thereby providing impetus to the overall growth;
- (c) Concentrated management focus and improved organisational capability;
- (d) Integrated, rationalised and streamlined management structure of the merged business;
- (e) Strengthening of financial position with increased capital base;
- (f) Facilitate inter transfer of resources and optimum utilisation of assets;
- (g) Pooling of Human talent in terms of Manpower, Management, Administration and marketing to result in saving of costs;
- (h) Avoiding duplication of administrative functions, reduction in multiplicity of legal and regulatory compliances;
- (i) Synchronizing of efforts to achieve uniform corporate policy;
- (j) Diversified and consolidated portfolio of branded products that will strengthen existing base in dermatology segment and will help to strategize the business for long term sustainable growth;

Thereby enhancing shareholders' value and would be in the long term interest of all the stakeholders.

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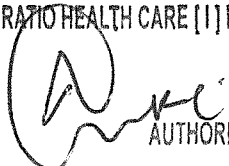
In view of the aforesaid advantages, the Board of Directors of the respective Companies have considered and proposed the Scheme of Amalgamation under the provisions of Section 230 to Section 232 and other applicable provisions of the Companies Act, 2013.

1. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following words and expressions, wherever used (including in the recitals and the introductory paragraphs above), shall have the following meanings

- 1.1 **“Act” or “the Act”** means the Companies Act, 2013 and Rules and Regulations made thereunder as may be applicable, including any statutory modification, re-enactments or amendments thereof.
- 1.2 **“Applicable Law(s)”** means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions or law enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- 1.3 **“Appointed Date”** means 14th October, 2022, or such other date as the National Company Law Tribunal may direct / fix.
- 1.4 **“Board of Directors” or “Board”** in relation to the Transferor Company and the Transferee Company, as the case may be, means the board of directors of such company, and shall include every committee of the Board.
- 1.5 **“Effective Date”** means the date on which the certified copy of the Order of National Company Law Tribunal, Ahmedabad Bench under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 sanctioning the Scheme is filed with the Registrar of Companies, Gujarat at Ahmedabad.
- 1.6 **“Governmental Authority or Appropriate Authority”** means (i) a national or state government, political subdivision thereof; (ii) an instrumentality, board, commission, court, or agency, whether civilian or military, of any of the above, however constituted; and (iii) a government-owned/ government-controlled association, organization in the Republic of India or any state or province or other political subdivision thereof or any municipality, district or other subdivision thereof over Transferor Company or Transferee Company, as the context may require
- 1.7 **‘Scheme’ or ‘the Scheme’ or ‘this Scheme’** means this Scheme of Merger by Absorption in its present form as submitted to the Tribunal with any modification(s) made to the Scheme as approved or directed by the Tribunal or such other competent authority, as may be applicable

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- 1.8 **"Transferor Company"**, means Curatio Health Care (I) Private Limited ("Curatio"), a company incorporated under the provisions of the Companies Act, 1956 and having its current registered office situated at Torrent House, Nr. Dinesh Hall, Ashram Road, Ahmedabad 380 009 in the State of Gujarat.
- 1.9 **"Transferee Company"** means Torrent Pharmaceuticals Limited ("Torrent"), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office situated at Torrent House, Off Ashram Road, Ahmedabad 380 009 in the State of Gujarat.
- 1.10 **"Tribunal "** or **"NCLT"** means the National Company Law Tribunal, Bench at Ahmedabad.
- 1.11 **"Undertaking"** shall mean all the undertaking and entire business, activities and operations of the Transferor Company in India and abroad, including its subsidiaries, as a going concern, including, without limitation :

(a) All the assets and properties of the Transferor Company as on the Appointed Date (hereinafter referred to as "the said assets") including without limitation all the assets and properties (whether movable or immovable, tangible or intangible such as brands, intellectual property, distribution network, supply chain network, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) of the Transferor Company, whether situated in India or abroad including, whether or not recorded/recognized in the books of accounts, without limitation, all buildings and structures, offices, branches, residential and other premises, furniture, fixtures, office equipment, computers, information technology equipment, laptops, server, vehicles, appliances, accessories, power lines, stocks, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), investments of all kinds including investment in subsidiaries, cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, earnest monies, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Company, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power,

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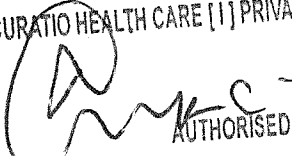
possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company or its subsidiaries, whether in India or abroad, and whether or not recorded in the books of accounts of the Transferor Company;

(b) all debts, obligations, duties and liabilities as on the Appointed Date, both present and future, of every kind, nature and description, whether provided or not in the books of accounts or disclosed in the balance sheet, whether secured or unsecured, current and non-current (including deferred tax liabilities, contingent liabilities) raised or incurred or utilized, asserted or not asserted, matured or not matured, liquidated or unliquidated, whatsoever and howsoever arising pertaining to the Transferor Company (hereinafter referred to as "the said liabilities");

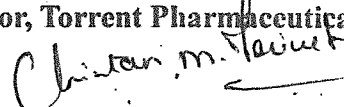
(c) Without prejudice to the generality of sub-clause (a) and (b) above, Undertaking shall include

i. rights over buildings, the movable properties covering equipment, furniture, fixtures, vehicles, leasehold assets and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, assets including cash in hand, bank balance, bills of exchange, letter of intents, loans and advances, investments, claims, powers, authorities, allotments, approvals, consents, letters of intent, registrations, licenses, contracts, agreements, engagements, arrangements, rights, credits, titles, interests, benefits, advantages, leasehold rights, sub-letting tenancy rights, with or without the consent of the landlord as may be required, goodwill, other intangibles, permits, authorizations, trademarks, trade names, labels, brands, patents, patent rights, copyrights, designs, and other industrial and intellectual properties and rights of any nature whatsoever including labels, designs, know-how, domain names, or any applications for the above, assignments and grants in respect thereof, import quotas and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities, connections, installations and equipment, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverables and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc., all earnest monies and/or deposits, privileges, liberties, easements, advantages, benefits, exemptions

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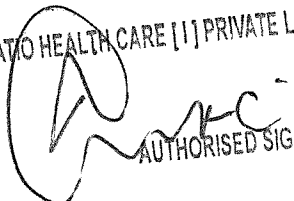
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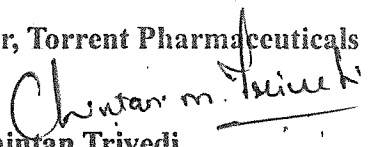

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permissions, and approvals of whatsoever nature (including but not limited to benefits of tax relief including under the IT Act such as credit for advance tax, taxes deducted at source, minimum alternate tax etc, unutilized deposits or credits, benefits, set off, unutilized deposits or credits, benefits of any unutilized GST credit, etc.) and whosoever situate, belonging to or in the ownership, power or possession or control of or vested in or granted in favor of or enjoyed by the Transferor Company

- ii. all intellectual property rights (including applications for registration of the same and the right to use such intellectual property rights) including brand name/ trademark such as "Tedibar", "Spoo", "Permite", "Perlice" etc. including the trademarks as compiled in /Annexure-A to the scheme whether registered or not and whether or not recognized/recorded in its books of accounts, trade and service names and marks, copyrights, goodwill, designs and other intellectual property rights of any nature whatsoever, trade secret, manufacturing know how, marketing know how, confidential information, advertising material, lists of present and former customers and suppliers, other customer information, customer pricing information, software licenses (whether proprietary or not) and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company
- iii. all agreements, contracts, arrangements, understanding, engagements, deeds and instruments including manufacturing and supply agreements, agreements with customers, service agreements and any other agreements and all rights, title and benefits thereunder of the Transferor Company;
- iv. All employees of the Transferor Company
- v. any statutory licenses, permissions, registrations or approvals or consents held by the Transferor Company required to carry on the operations shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws,

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

2. INTERPRETATION

- (a) Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- (b) The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Scheme or specified Clauses of this Scheme, as the case may be.
- (c) The words “include” and “including” are to be construed without limitation.

3. SHARE CAPITAL

- 3.1. The share Capital of Curatio Healthcare (I) Private Limited as at 31st October 2022 is as under.

Authorized Share Capital	Amount in Rs.
1,00,00,000 Equity Shares of Rs.10/ each	10,00,00,000/-
Issued , Subscribed and Paid-up Capital	Amount in Rs.
69,67,510 Equity Shares of Rs. 10/ each fully paid up	6,96,75,100/-

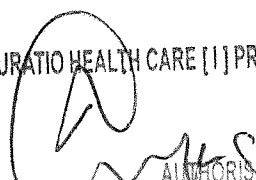
The entire share capital of the Transferor Company is held directly by the Transferee Company viz. Torrent and its nominees. There is no change in the Capital structure of the company since the above referred date.

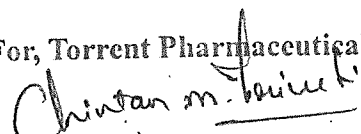
- 3.2. The share Capital of Torrent Pharmaceuticals Limited as at 31st March 2022 is as under:

Authorised Share Capital	Amount in Rs.
25,00,00,000 Equity Shares of Rs.5/ each	125,00,00,000
25,00,000 Preference Shares of Rs. 100/-each	25,00,00,000
Total	150,00,00,000
Issued, Subscribed and Paid up Capital	Amount in Rs.
169,222,720 Equity Shares of Rs. 5/- each fully paid up	84,61,13,600

The equity shares of the Transferee Company are listed on BSE and NSE.

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Subsequent to the above date there has been change in the Authorised , Issued, Subscribed and Paid Up Share Capital of the Transferee Company. The revised Authorised, Issued, Subscribed and Paid Up Share Capital of the Transferee Company as at 31st October 2022 is as under:

Authorised Share Capital	Amount in Rs.
40,00,00,000 Equity Shares of Rs.5/ each	200,00,00,000
25,00,000 Preference Shares of Rs. 100/-each	25,00,00,000
Total	225,00,00,000
Issued, Subscribed and Paid up Capital	Amount in Rs.
33,84,45,440 Equity Shares of Rs.5/ each fully paid up	169,22,27,200

- 3.3. There is no change in the Capital Structure of the Transferee Company since the aforesaid date. There are no existing commitments, obligations or arrangements by the Transferee Company as on the date of approval of this Scheme by the Board of Directors to issue any further shares or convertible securities.


4. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) and amendment(s) made under clause 18 of this Scheme duly approved or imposed or directed by the Tribunal shall be effective from the Appointed Date but shall be operative from the Effective Date. Therefore for all regulatory and tax purposes, the Amalgamation would be effective from the Appointed Date of the Scheme.

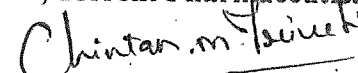
5. TRANSFER OF UNDERTAKING OF THE TRANSFEROR COMPANY

- 5.1. Upon coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the sanction of the Scheme by the Tribunal and other competent authorities and pursuant to the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, the entire business and the whole of the Undertaking of the Transferor Company, without any further act, instrument, matter or deed, shall stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company as a going concern, so as to become on and from the Appointed Date, the business, assets, rights, title, interest and properties and the undertaking of the

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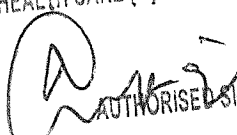

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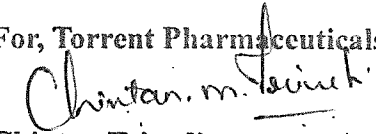
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Transferee Company as part of and consequent upon the Arrangement. Upon coming into effect of this Scheme and with effect from the Appointed Date, the investment in the subsidiaries of the Transferor Company shall stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company.

- 5.2. Upon the Scheme being effective, with respect to the assets forming part of the Undertaking of the Transferor Company that are movable in nature or are otherwise capable of being transferred by manual delivery or by paying over or Endorsement and/ or delivery, the same shall stand transferred and vest in, without any further act or execution of an instrument with the intent of vesting such assets in Transferee Company as on the Appointed Date. The vesting pursuant to this sub--clause shall be deemed to have occurred by manual delivery or endorsement and delivery, as appropriate to the property being vested, and the title to such property shall be deemed to have transferred and vested accordingly. No additional stamp duty shall be payable on the transfer of such movable properties (including shares and other investments, which are in dematerialized form) upon its transfer and vesting in Transferee Company;
- 5.3. Without prejudice to the aforesaid, all the immovable property (including but not limited to the buildings, offices, tenancy rights related thereto, and other immovable property, including accretions and appurtenances), whether or not included in the books of the Transferor Company, whether freehold or leasehold (including but not limited to any other document of title, rights, interest and easements in relation thereto) shall stand transferred to and be vested in the Transferee Company, as successor to the respective Transferor Company, without any act or deed to be done or executed by the Transferor Company, as the case may be and/ or the Transferee Company;
- 5.4. With respect to the assets of the Undertaking of the Transferor Company, other than those referred to in the Clauses above, including sundry debtors, bank balances, receivables, bills, credits, promissory notes, debit notes, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies or with any company or other person etc., shall, without any further act, instrument or deed, with effect from the Appointed Date, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company pursuant to the

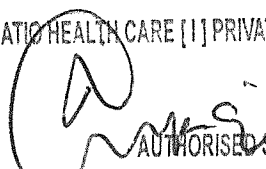
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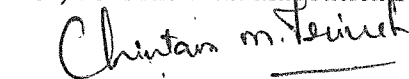
provisions of Sections 230 to 232 and all other applicable provisions of the Act. It is hereby clarified that all the investments made by the Transferor Company shall, pursuant to Sections 230 to 232 and all other applicable provisions of the Act, if any, and the provisions of this Scheme, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company;

- 5.5. For the avoidance of doubt, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licences, certificates, authorities (including for the operation of bank accounts), powers of attorney given by, issued to or executed in favour of any of the Transferor Company, and the rights and benefits under the same, and all quality certifications and approvals, trademarks, brands, patents and domain names, copyrights, industrial designs, trade secrets and other intellectual property and all other interests relating to the goods or services being dealt with by the Transferor Company shall be transferred to and vested in the Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Upon the Scheme being effective, the benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licenses and consents shall vest in and become available to the Transferee Company, pursuant to the Scheme, on the same terms and conditions with effect from the Appointed Date. In so far as various incentives including export incentive, duty drawback, subsidies, rehabilitation schemes, special status, advance licenses and other benefits or privileges enjoyed, granted by any Government body, local authority or by any person or availed of by the Transferor Company, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions;
- 5.6. Upon the Scheme being effective, in so far as the various incentives, tax exemption, deductions, benefits, subsidies, grants, special status, registrations and other benefits or privileges enjoyed including in respect of income-tax [including Minimum Alternative Tax (MAT)] granted by any Appropriate Authority, or availed of by the Transferor Company are concerned, the same shall, without any further act or deed, vest with and be available to the Transferee Company on the same terms and conditions with effect from the Appointed Date;
- 5.7. Any tax holiday/deduction/exemption/carry forward losses (including loss as per books of accounts) and unabsorbed depreciation (including unabsorbed depreciation as per books of accounts) entitled to/enjoyed/availed by the Transferor Company under the provisions of Income Tax Act, 1961 shall stand transferred to and vested in or deemed to be transferred to and vested in the

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Transferee Company and be entitled to /enjoyed/availed/utilized by the Transferee Company on and from the Appointed Date in the same manner as would have been entitled to /enjoyed/availed/utilized by the Transferee Company before implementation of this Scheme;

- 5.8. Upon the Scheme being effective and with effect from the Appointed Date, all income, expense, debts, liabilities, including, without limitation, all secured and unsecured debts, sundry creditors, contingent liabilities, duties, obligations and undertaking of the Transferor Company, of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilized for its operations and activities, shall, pursuant to the sanction of this Scheme by the NCLT and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing being made, done or executed, be transferred to and vested in, or be deemed to have been transferred to and vested in, the Transferee Company and shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become, as on and from the Appointed Date, the income, expenses, liabilities, debts, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the liabilities and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause;
- 5.9. All loans raised and utilized and all debts, liabilities, duties, and obligations incurred or undertaken by the Undertaking of the Transferor Company on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 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 and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same;
- 5.10. Upon the Scheme being effective, where any of the liabilities and obligations of the Transferor Company subsisting as on the Appointed Date or which has arisen after the Appointed Date but prior to the Effective Date, have been discharged by the Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of the Transferee Company;

- 5.11. The vesting of the Undertaking of the Transferor Company, as aforesaid, shall be subject to the encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such encumbrances shall be confined only to the relevant assets of respective Transferor Company or part thereof on or over which they are subsisting on and vesting of such assets in Transferee Company and no such encumbrances shall extend over or apply to any other asset(s) of Transferee Company. Any reference in any security documents or arrangements (to which Transferor Company is a party) related to any assets of Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, Transferee Company shall not be required to create any additional security over assets vested under this Scheme for any loans, debentures, deposits, or other financial assistance already availed of/ to be availed of by it, and the encumbrances in respect of such indebtedness of Transferee Company shall not extend or be deemed to extend or apply to the assets so vested;
- 5.12. If and to the extent there are investments, loans, deposits, or balances inter-se between the Transferor Company and the Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and suitable effect shall be given in the books of the Transferee Company upon the Scheme being Effective;
- 5.13. Upon the Scheme being effective, any tax liabilities under the Income-tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, value added tax laws, entertainment tax as applicable in any State in which the Transferor Company operates, Central Sales Tax Act, 1956, any other State Sales Tax laws/ Value Added Tax laws, or Goods and Service Tax laws or Corporation Tax laws, or other applicable laws/ regulations dealing with taxes/ duties/ levies/cess (hereinafter referred to as "**Tax Laws**") to the extent not provided for or covered by tax provision in 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 provision for taxation / duties/ levies account including advance tax, self assessment tax and tax deducted/collected at source as on the date immediately preceding the Appointed Date will also be transferred to the account of and belong to the Transferee Company;
- 5.14. Any amount including refund under the Tax Laws due to Transferor Company consequent to the assessment proceedings or otherwise and which have not been received by the Transferor Company as on the date immediately

preceding the Appointed Date shall also belong to and be receivable by the Transferee Company upon the Scheme being effective;

- 5.15. Without prejudice to the above, all benefits, including the benefits under Tax Laws, to which the Transferor Company are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company upon the Scheme being effective;
- 5.16. Pursuant to this Scheme becoming effective, the Transferee Company shall be entitled to secure the record of the change in the legal ownership upon the vesting of the Undertaking of the Transferor Company in accordance with the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act. The Transferor Company and the Transferee Company shall be jointly and severally authorized to execute any writings and/ or carry out any formalities or compliances or do any act, thing or deed in this regard;
- 5.17. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking of the Transferor Company occur by virtue of this Scheme, the Transferee Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which any of the Transferor Company is a party, as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company, as the case may be, to be carried out or performed; and
- 5.18. It is hereby clarified that if any assets (including but not limited to any estate, rights, title, interest in or authorities relating to such assets) in relation to the Transferor Company cannot be transferred to the Transferee Company for any reason whatsoever, then directors of the Transferor Company shall hold such assets in trust for the benefit of the Transferee Company till such period the transfer is effectively carried out in favour of the Transferee Company.

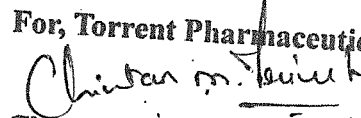
6. EMPLOYEES

- 6.1. On the Scheme becoming effective and with effect from the Effective Date, all staff and employees of the Transferor Company as on the Effective Date shall be deemed to have become staff and employees of the Transferee Company on such terms and conditions as are not less favorable than those on which

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they are currently engaged by the Transferor Company without any break or interruption in their services as a result of the transfer and vesting of the Undertaking of the Transferor Company into Transferee Company. The Transferee Company agrees that the services of all such employees and staff with the Transferor Company prior to the amalgamation of the Transferor Company with the Transferee Company shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits and to this effect the accumulated balances, if any, standing to the credit of the employees in the existing provident fund, gratuity fund and superannuation fund of which they are members will be transferred to such provident fund, gratuity fund, superannuation fund, or such other special fund or trust created for the benefit of the staff, workmen or employees nominated by the Transferee Company and/or such other special funds or trusts created for the benefit of the staff, or employees to be established and caused to be recognized by the concerned authorities by the Transferee Company or to the government provident fund in relation to the employees of the Transferor Company who are not eligible to become members of the provident fund maintained by the Transferee Company;

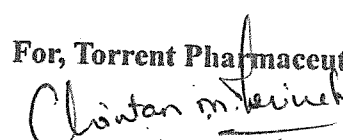
- 6.2. Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund and such other dues of the employees would be continued to be deposited in the existing provident fund, gratuity fund, superannuation fund, or such other special funds or trusts respectively of the Transferor Company.

7. LEGAL, TAXATION AND OTHER PROCEEDINGS

- 7.1. Upon the Scheme being effective, if any suit, cause of actions, appeal or other legal, quasi-judicial, arbitral or other administrative proceeding of whatever nature (hereinafter called “**the Proceedings**”) by or against the Transferor Company is pending before the Effective Date, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of transfer of the Undertaking of the Transferor Company pursuant to this Scheme or by 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 this Scheme had not been made. On and from the Effective Date, the Transferee Company shall and

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may continue any Proceedings which were earlier in the name of the Transferor Company.

- 7.2. In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.
- 7.3. The transfer and vesting of the Undertaking of the Transferor Company under the Scheme and the continuance of the proceeding by/or against the Transferee Company under Clause 7.1 shall not affect any transaction or proceeding already completed by the Transferor Company on and after the Appointed Date and prior to this Scheme becoming effective to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company as acts, deeds and things being done and executed by and on behalf of the Transferee Company.

8. CONTRACTS, DEEDS, ETC.

- 8.1. Upon the coming into effect of this Scheme and subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of intent, undertaking, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to which the Transferor Company is a party and is subsisting or having effect on the Effective Date, shall be in full force and effect against or in favor of, as the case maybe, the Transferee Company, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto. Any inter-se contracts (including lease agreement) between the Transferor Company and the Transferee Company shall stand cancelled and cease to operate upon the coming into effect of this Scheme.
- 8.2. Without prejudice to the other provisions of this Scheme and notwithstanding that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or other writing or arrangements with any party to any contract or arrangement, to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations and to implement or carry

out all formalities or compliances required on the part of the Transferor Company to give effect to the provisions of this Scheme.

9. PERMITS, CONSENTS AND LICENSES

9.1. With effect from the Appointed Date, all the permissions, approvals, consents, sanctions, licenses or any other authorizations held or availed of by, and all rights and benefits that have accrued to, the Transferor Company, pursuant to the provisions of Sections 230 to 232 of the Act, shall without any further act, instrument or deed, be transferred to, and vested in, or be deemed to have been transferred to, and vested in, and be available to, the Transferee Company so as to become, from the Effective Date, the permits, approvals, consents, sanctions, licenses, estates, assets, rights, title, interests and authorities of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in Applicable Laws. Upon the Appointed Date and until the permits, licenses, approvals, authorizations etc. are transferred, vested, recorded, effected, and/ or perfected, in the record of the Appropriate Authority, in favour of the Transferee Company, the Transferee Company is authorized to carry on business in the name and style of the Transferor Company and under the relevant license and/ or permit and/ or approval, as the case may be.

10. TAX CREDITS

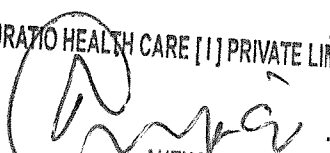
10.1. This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified in Section 2(1B) and other relevant provisions of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section and other related provisions at a later date including that resulting from a retrospective amendment of law or for any other reason whatsoever till the time the Scheme becomes effective, the provisions of the said section and other related provisions of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified, unless the Board of Directors decide otherwise, to the extent required to comply with Section 2(1B) and other relevant provisions of the Income Tax Act, 1961.

10.2. All taxes and duties including cess and surcharge if any (including but not limited to income tax, tax deducted at source, sales tax, excise duty, customs duty, goods and services tax, professional tax, entry tax, local body tax etc.) paid or discharged by the Transferor Company in respect of the operations




and/or the profits of the business of the Transferor Company before the Appointed Date whether by way of direct payment, deduction at source, advance tax or otherwise howsoever shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.

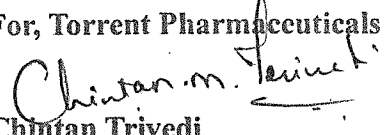
- 10.3. All the profits or income, taxes (including advance tax, tax deducted at source and minimum alternate tax credit) or any costs, charges, expenditure accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company shall for all purposes be treated and deemed to be accrued from the Appointed Date as the profits or income, taxes (including tax losses, minimum alternate tax credit), costs, charges, expenditure or losses of the Transferee Company, as the case may be.
- 10.4. Upon the Scheme becoming effective, the Transferor Company and the Transferee Company shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961, central sales tax, goods and services tax act, and all other applicable tax laws, and to claim refunds and or credit for taxes paid (including minimum alternate tax, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.
- 10.5. All tax assessment proceedings and appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date shall be continued and/or enforced until the Effective Date by the Transferor Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by/or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by/or against the Transferor Company. Further, the afore mentioned proceedings shall not abate or be discontinued nor be in anyway prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.
- 10.6. Any tax liabilities under the Income Tax Act, 1961, goods and services tax act or other Applicable Laws dealing with taxes, duties or levies of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.
- 10.7. Any refund, under the Income Tax Act, 1961, goods and services tax act, or other Applicable Laws dealing with taxes, duties or levies due to the Transferor Company consequent to the assessment made on the Transferor Company (including any refund for which no credit is taken in the accounts of



the Transferor Company) as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company upon this Scheme becoming effective.

- 10.8. The tax and duty payments including cess and surcharge if any (including without limitation income tax, goods and services tax act, etc. whether by way of tax deducted at source, advance tax or otherwise howsoever, by the Transferor Company after the Appointed Date, shall be deemed to be paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by the Transferor Company/the Transferee Company on transactions with the Transferee Company/Transferor Company, if any (from Appointed Date/Effective Date) shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 10.9. Upon the Scheme coming into effect, any obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company.
- 10.10. All intangible assets more specifically referred to in clause 1.11 (c) (iii), belonging to but not recorded in the books of account of the Transferor Company and all intangible assets arising or recorded in the process of the amalgamation based on a purchase price allocation report, in books of account of the Transferee Company shall, for all purposes, be regarded as an intangible asset in terms of Explanation 3(b) to Section 32(1) of the Income Tax Act, 1961 and the Transferee Company shall be eligible for depreciation there under at the prescribed rates.
- 10.11. Without prejudice to the generality of the foregoing, all benefits, incentives, losses (including but not limited to book losses, tax losses), book unabsorbed depreciation, tax unabsorbed depreciation, credits (including, without limitation income tax, minimum alternate tax, tax deducted at source, applicable state value added tax, goods and services tax act, customs duty drawback etc.) To which any of the Transferor Company is entitled to in terms of Applicable Laws, shall be available to and vest in the Transferee Company, upon this Scheme coming into effect.
- 10.12. Upon coming into effect of this Scheme, all tax compliances under any tax laws by the Transferor Company on or after the Appointed Date shall be deemed to be made by the Transferee Company.

For, CURATIO HEALTH CARE [I] PRIVATE LIMITED

AUTHORISED SIGNATORY


For, Torrent Pharmaceuticals Ltd. .

Chintan Trivedi
Company Secretary

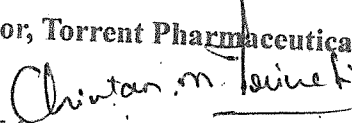
11. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

11.1. With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company shall carry on and be deemed to have been carrying on the business and activities and shall stand possessed of and hold all its properties and assets for and on account of and in trust of the Transferee Company. The Transferor Company hereby undertakes to hold the said assets with utmost prudence until the effective date.

11.2. With effect from the Appointed Date and upto and including the Effective Date :

- (a) The Transferor Company shall carry or deemed to have carried on the business and activities with reasonable diligence, business prudence and shall not without the prior written consent of any of the persons authorized by the Board of Directors of the Transferee Company, alter or diversify its business or venture into any new business, undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any material liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments or sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with or dispose any asset except in respect of activities in the ordinary course of business;
- (b) all the profits or income, taxes (including MAT credit, advance tax paid and tax deducted / collected at source) or any costs, charges, expenditure, accumulated losses accruing or arising to the Transferor Company or expenditure or losses arising to or incurred by the Transferor Company shall for the purpose and intents be treated and be deemed to be and accrue as the profits or income, taxes (including MAT credit, advance tax paid and tax deducted / collected at source), costs, charges, expenditure (as the case may be) of the Transferee Company.
- (c) The Transferor Company shall not, without the prior consent in writing of any of the persons authorized by the Board of Directors of the Transferee Company, undertake (i) any material decisions in relation to its businesses and affairs and operations (ii) any agreement or transaction (other than an agreement or transaction in

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ordinary course of business) (iii) any new business, or discontinue any existing business.

- (d) The Transferor Company shall not vary the terms and conditions of employment of the employees, except in the ordinary course or consistent with past practice or pursuant to any pre-existing obligation without prior written consent of any of the persons authorized by the Board of Directors of the Transferee Company.
- (e) The Transferee Company shall be entitled to depute its employee and/or representatives to the office of the Transferor Company to ensure compliance with the provisions of this Scheme.
- (f) The Transferee Company shall be entitled, pending sanction of the Scheme, to apply to the concerned authorities and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals, and sanctions which the Transferee Company may require to carry on the operations of the Transferor Company and to give effect to the Scheme

12. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the Scheme, the transfer of the Undertaking including transfer and vesting of assets, liabilities and obligations as specified under this Scheme and continuance of the Proceedings by or against the Transferee Company shall not affect any transaction or proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by any of the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company, as the case may be.


13. DISSOLUTION OF THE TRANSFEROR COMPANY

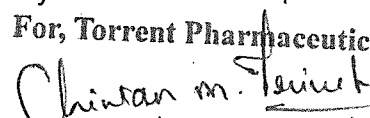
On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound-up.

14. CONSIDERATION

- 14.1. The Transferor Company is the wholly owned subsidiary of the Transferee Company and hence the entire share capital of the company is held by the said Transferee company. Upon the Scheme becoming finally effective, the entire share capital of the Transferor company shall get automatically cancelled/ extinguished. The Transferee Company shall not be required to

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issue and allot any shares as the Transferee Company and its nominee are themselves the only shareholders of the Transferor Company.

14.2. Upon the Scheme being effective, the investments in the shares of the Transferor Company appearing in the books of account of the Transferee Company of the Transferee Company shall, without any further act, deed or instrument, stand cancelled.

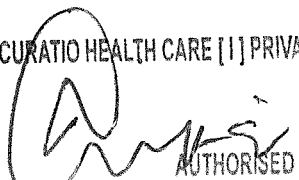
15. CONSOLIDATION OF AUTHORISED CAPITAL AND AMENDMENT TO MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION OF THE TRANSFEE COMPANY

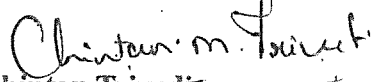
15.1. **Capital Clause:** Upon Scheme being effective, the Authorized Share Capital of the Transferor Company i.e Curatio Healthcare (I) Private Limited aggregating to Rs. 10,00,00,000 (Rupees Ten Crores Only) or as on the effective date, as the case may be, shall be consolidated with the Authorized Share Capital of the Transferee Company as on the Effective Date and the same shall automatically stand increased, without any further act or deed and without any further payment of stamp duty or registration fees. For this purpose, the stamp duty and fees already paid on the authorized share capital of the Transferor Company shall be utilized and applied to the increased authorized share capital of the Transferee Company and there would be no requirement of any further payment of stamp duty and/or fee by the Transferee Company for increase in authorized capital to that extent. The authorized share capital of the Transferee Company will thus be increased to that effect by virtue of the Scheme becoming effective and no separate procedure is required to be followed under the Act;

15.2. Consequent upon the amalgamation, the authorized share capital of the Transferee Company will be amended/ altered/ modified as under :

Authorised Share Capital	Amount in Rs.
42,00,00,000 Equity Shares of Rs.5/ each	210,00,00,000
25,00,000 Preference Shares of Rs. 100/-each	25,00,00,000
Total	235,00,00,000

15.3. Consequently, 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 pursuant to applicable provisions of

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the Act. The revised capital clause of the Transferee Company shall be as under :

"The capital of the Company is Rs. 2,35,00,00,000/- (Rupees Two Hundred Thirty Five Crores) divided into 42,00,00,000 (Forty Two Crores) Equity Shares of Rs. 5/- (Rupees Five) each and 25,00,000 (Twenty Five Lacs) Preference Shares of Rs. 100/- (Rupees Hundred) each with power to increase and reduce the capital of the Company and to divide the shares into several classes and to attach thereto respectively such rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be provided by the Articles of Association of the Company."

- 15.4. Under the accepted principle of Single Window Clearance, it is hereby provided that the above referred amendment in the Memorandum of Association of the Transferee Company viz. Change in the Capital Clause shall become operative on the scheme being effective as the approval of the shareholders of the Transferee Company to the scheme shall be deemed to be their consent, approval also to the consequential alteration of the Memorandum of Association of the Transferee Company under Section 13, 61 and 64 of the Act or any other provisions of the Act or under the Applicable Laws and the Transferee Company shall not be required to pass separate resolutions or seek separate consent/ approval of its shareholder for such alteration of Memorandum of Association of the Transferee Company.

16. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY

- 16.1. Upon the Scheme being effective and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company into and with the Transferee Company in its books of accounts in compliance with the Indian Accounting Standard 103 on Business Combinations and other Indian Accounting Standards, as applicable, and as notified under Section 133 of the Act read with the rules issued thereunder and other generally accepted accounting principles in India in the following manner :

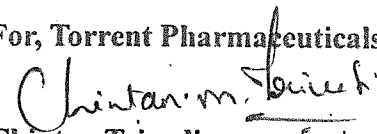
- (a) All the assets (including intangible assets and goodwill, whether recorded in the books of accounts of the Transferor Company or not, and liabilities and reserves (if any) of the Transferor Company transferred to and vested in the Transferee Company pursuant to this Scheme shall be recorded in the books of accounts of the Transferee Company at the carrying value of assets, liabilities and reserves pertaining to the Transferor Company as appearing in the consolidated financial statements of the Transferee Company as at the appointed date (i.e. fair values as determined by the independent valuer as per the acquisition method under Ind AS 103 after necessary adjustments, if any).
- (b) The difference between the aggregate value of net assets (after considering the values as arrived under clause (a) above) of the Transferor Company acquired by the Transferee Company upon their transfer to and vesting in the Transferee Company under the Scheme and the amount of investment held by the Transferee Company as appearing in the books of the Transferee Company, as on the Appointed Date shall be credited to 'Capital Reserves Account' or debited to 'Goodwill Account', as the case may be
- (c) Upon coming into effect of this Scheme, to the extent that there are inter-company loans, advances, deposits balances or other obligations amongst the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of any assets or liabilities as the case may be.

16.2. In case there is any difference in the accounting policies adopted by the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference will be quantified and adjusted in the Reserves to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

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

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For, Torrent Pharmaceuticals Ltd. .

Chintan Trivedi
Company Secretary

17. APPLICATIONS TO TRIBUNAL

The Transferor Company and the Transferee Company shall, as may be required, take out all necessary proceedings under Sections 230 to 233 and other applicable provisions of the Act before the National Company Law Tribunal, Bench at Ahmedabad for sanction of this Scheme and all matters ancillary or incidental thereto.

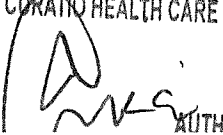
18. MODIFICATION OR AMENDMENTS TO THE SCHEME

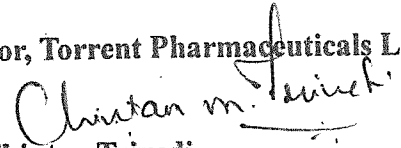
The Transferor Company and the Transferee Company shall with approval of their respective Boards of Directors ('the Board', which term shall include Committee thereof), may assent to/make and/or consent, from time to time, on behalf of all the persons concerned, to any modifications/amendments or additions / deletions to the Scheme or to any conditions or limitations that the Tribunal and/or any other Authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board) to resolve all doubts and difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds matters, and things necessary for bringing this Scheme into effect or agree to any terms and / or conditions or limitations that the National Company Law Tribunal or any other authorities under law may deem fit to approve of, to direct and or impose. The companies shall by their respective Board are authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme, 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.

19. CONDITIONALITY OF THE SCHEME

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

- 19.1. The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors of the Transferor Company and the Transferee Company as may be directed by the National Company Law Tribunal or dispensation having received from the National Company Law Tribunal in relation to obtaining such approval from members and/or creditors..

For, CURATIO HEALTH CARE (I) PRIVATE LIMITED

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For, Torrent Pharmaceuticals Ltd. .

Chintan Trivedi
Company Secretary

- 19.2. The sanction of the National Company Law Tribunal under Sections 230 to 233 of the said Act and to the necessary Order under Section 232 of the said Act being obtained.
- 19.3. Certified or authenticated copy of the Order of the National Company Law Tribunal sanctioning the Scheme being filed with the Registrar of Companies, Gujarat at Ahmedabad, by the Transferor Company and the Transferee Company, as may be applicable.

20. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) shall be borne by the Transferee Company. It shall also include all expenses incurred in connection with and implementing this Scheme and matters incidental thereto.

For, CURATIO HEALTH CARE (I) PRIVATE LIMITED


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For, Torrent Pharmaceuticals Ltd. .


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Company Secretary

ANNEXURE – A

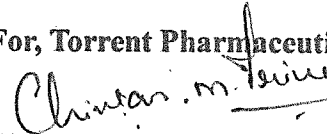
List of Trademarks

Curatio is the proprietor of various trademarks including but not limited to the following and the list hereunder shall deemed to include any trademarks applied after the Appointed Date but prior to the Effective Date:

S.No	Trademark	Class	Trademark application no
1	BANATAN	3	1373367
2	KOJIC	3	1373368
3	ATO-GLA	3	1373370
4	DERANTOX	5	1373375
5	FASH	3	1506665
6	TRIFLOW	3	1506666
7	ZYNDET BAR	3	1568569
8	RITCH	5	1568570
9	SPOO	3	1575847
10	TRICLENZ	3	1575849
11	NOSKURF	3	1711303
12	ACNEMOIST	3	1723167
13	TEDIBAR	3	1755150
14	TRIOBLOC	3	1780233
15	B4Nappi	3	1807679
16	PROANAGEN	5	1866228
17	ANDROANAGEN	5	1933717
18	ATONIDE	5	1967950
19	FASH FOAM	3	1986976
20	SEBOBAR	3	2166956
21	PROANAGEN	3	2200382
22	SEBORBAR	3	2226312
23	CANTHEX	3	2456285
24	PHOTOBLOC	3	1373369
25	RITCH	3	2109582

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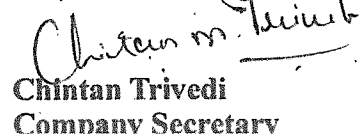
S.No	Trademark	Class	Trademark application no
26	ANDROANAGEN	3	2200383
27	Aldry	3	2321435
28	Aknay	3	2334598
29	PROANAGEN	3	2446176
30	QTEPY	3	2919716
31	QTEPY	5	2919715
32	TIVENCA	3	3180691
33	TIVENCA	5	3180692
34	Crousho	3	3292738
35	Crousho	5	3292739
36	Nixiyax	5	3379771
37	Zyndet Bar	5	2865507
38	Elfri	3	3407951
39	Melawash	3	2850031
40	BANATAN	5	2865508
41	TRIFLOW	5	2865509
42	B4NAPPI	5	2865510
43	ATOGLA	5	2865514
44	MELIPOX	3	2877415
45	TRACNIL	5	2961437
46	CRURIX	3	3549624
47	CRURIX	5	3549625
48	fash x-gel	3	3520390
49	ZINIKAM	5	3205570
50	PERLICE	5	2122149
51	PERMITE	5	651207
52	ATOGLA RESYL	3	3706245
53	es BODY WASH	3	2730020
54	ANDROANAGEN	3	2446175
55	AKNAY BAR	5	2452244
56	CANTHEX	5	2456284
57	DAILYMOIZT	3	2580901
58	DAILYMOIZT	5	2580902
59	es BODY WASH	3	2730018
60	KOJIC	5	2865504

For, CURATIO HEALTH CARE [I] PRIVATE LIMITED




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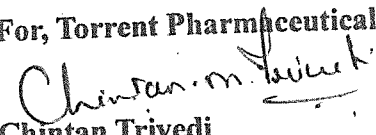
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Company Secretary

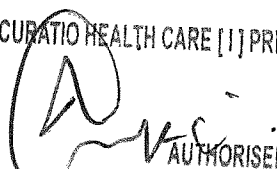
S.No	Trademark	Class	Trademark application no
61	SPOO	5	2865506
62	FASH	5	2865511
63	TRIOBLOC	5	2865512
64	NOSKURF	5	2865513
65	FASH FOAM	5	2865515
66	TEDI BAR	5	2865516
67	ACNEMOIST	5	2865517
68	AHAANA	3	3012922
69	AHAANA	5	3012923
70	RECROMEE	3	3584111
71	FASH PADS	3	3784929
72	FASH PADS	5	3784930
73	FASH OS	5	3784932
74	FASH OS	3	3784931
75	PERLICE DEVICE	5	3530926
76	Atogla Device	5	4049596
77	Atogla Device	3	4049595
78	PERMITE BB	5	3475973
79	TEDIBAR MAX	3	4454594
80	ATOGLA PROBIO	5	4358729
81	ATOGLA PROBIO	5	4199996
82	RITCH JUNIOR	3	4093698
83	PERMITE BB	3	4253939
84	CLINMISKIN GEL (LABEL)	5	1592735
85	Clinmiskin Solution	5	3232447
86	Clinmiskin A Gel	5	3232448
87	CLINMISKIN	5	3421896
88	SALICURE	5	2213716
89	ZINIKAM PLUS	3	4451584
90	NOSKURF DAILY	3	4708437
91	TEDIBAR BODY WASH	3	4700896
92	TRACNIL MEN	5	4708438
93	IMPINOZ	5	4866579

For, CURATIO HEALTH CARE [I] PRIVATE LIMITED

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For, Torrent Pharmaceuticals Ltd. .

 Chintan Trivedi
 Company Secretary

S.No	Trademark	Class	Trademark application no
94	EGA	3	5070938
95	LULLABY	5	1373377
96	WONDER PAR	5	1392477
97	CURATIO HEALTH CARE PVT LTD	5	1418209
98	CURATIO HEALTH CARE PVT LTD	3	1418210
99	CURATIO, We listen.. innovate	5	1426517
100	CURATIO We listen... innovate	3	1426518
101	ENMASK	3	1506667
102	ENBLOC	3	1506669
103	HUMIDUS	3	1511474
104	GEREMOL	3	1511475
105	MASSE	3	1575844
106	REPULZ	3	1575846
107	TEDICLENZ	3	1575848
108	ENSHIELD(Container Device)	3	1581332
109	ENBLOC	3	1584278
110	ENMASK(D)	3	1584279
111	NAPPIGARD	3	1688514
112	GRADIENCE	3	1723166
113	AVAGREY	3	1723168
114	SPONGY-SAL	3	1755148
115	SPONGY- TRET	5	1755149
116	SPONGY-BEN	3	1755151
117	FASH FOAMY	3	1783903
118	UNMASK	3	1861645
119	NORMACYTE	5	1914699
120	NORMACYTE	3	1914700
121	SEBONORM	3	1914701
123	PSOREMOL	3	1914705
124	PSOREMOL	5	1914706

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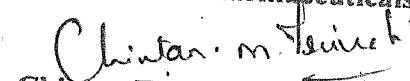

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Company Secretary

S.No	Trademark	Class	Trademark application no
125	NORMAVIT	3	1914707
126	NORMAVIT	5	1914708
127	RECROME	3	1927812
128	PREGITCH	3	1927813
129	REKROME	3	1927814
130	CDMOL	3	1957350
131	TIOCON	5	1957351
132	LOW-ISO	5	1957352
133	A-STRIA	3	1967635
134	TINEA BAR	3	2166958
135	NORMEL VIT	3	2222719
136	SEBORBAR	5	2226313
137	SEBONIDE	5	2262245
138	PSORICORT	3	2265478
139	LA-Gel	3	2446239
140	TOPANTOXX	5	2454365
141	TOPANTOXX	3	2454366
142	RTclav	5	1392475
143	PERIORB	3	1557254
144	SKURFNIL	3	1711304
145	Ritch -HC	5	2262243
146	Gradyent	3	2262755
147	Psoricort-C	5	2286609
148	Hersunill	5	2384707
149	Hersunill	3	2384707
150	TINEA BAR	5	2454367
151	AOX CREAM	3	2527565
152	AOX CREAM	5	2527564
153	MILEPOX	3	2877569
154	MELIVOX	3	2885508
155	Barismax	3	3074230
156	ZUVAMELA	5	3092224
157	ZUVAMELA	3	3092225
158	EFFPAAR	3	3180689
159	EFFPAAR	5	3180690

For, CURATIO HEALTH CARE (I) PRIVATE LIMITED


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S.No	Trademark	Class	Trademark application no
160	PRIZIPO	3	3192609
161	PRIZIPO	5	3192610
162	TVACAM	3	3205555
163	TVACAM	5	3205556
164	TVAGAM	3	3205557
165	TVAGAM	5	3205558
166	TVAKAM	3	3205559
167	TVAKAM	5	3205560
168	DVAGAM	3	3205561
169	DVAGAM	5	3205562
170	PARCHO RID	5	3205563
171	PARCHO RID	3	3205564
172	DVACAM	3	3205565
173	DVACAM	5	3205566
174	HUMIDUZ	3	3205567
175	HUMIDUZ	5	3205568
176	ZINIKAM	3	3205569
177	DWAGAM	3	3205571
178	DWAGAM	5	3205572
179	AKORIAZ	5	3214117
180	AKORIA	5	3214118
181	RINOMUF	5	3214119
182	MONIRUF	3	3214120
183	FURNIMO	5	3214121
184	FIDEBONA	3	3214122
185	FURINOM	3	3214123
186	AKORIAZ	5	3214124
187	RINOMUF	3	3214126
188	MONIRUF	5	3214127
189	FIDEBONA	5	3214129
190	Taridhay	3	3225359
191	Taridhay	5	3225360
192	AHONA	5	3225361
193	AHONA DRINK	5	3225362
194	AIGIOLL	5	3225363

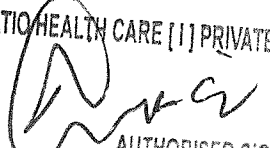
For, Torrent Pharmaceuticals Ltd. .

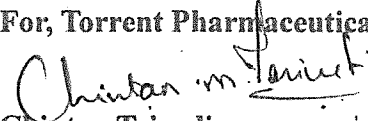
Chintan m. Trivedi
Chintan Trivedi
Company Secretary

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Amrith

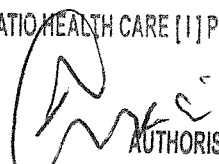
S.No	Trademark	Class	Trademark application no
195	AIGIOLL DRINK	5	3225364
196	SHAKE N TAKE	5	3225365
197	ARTIKAIZ	3	3238707
198	ARTIKAIZ	5	3238708
199	ARTYKAYZ	3	3238709
200	ARTYKAYZ	5	3238710
201	ZARTIKAI	3	3238711
202	ZARTIKAI	5	3238712
203	ZARTYKAY	3	3238713
204	ZARTYKAY	5	3238714
205	SALFODO	3	3238715
206	SALFODO	5	3238716
207	JIDOCKA	3	3238717
208	JIDOCKA	5	3238718
209	AGATIVAB	3	3242305
210	Fidebona (D)	3	3257453
211	Baklygo	5	3285170
212	Baklygo	3	3285171
213	SEIDOSEN	3	3312531
214	SEIDOSEN	5	3312532
215	ELIROTTEK	3	3312533
216	ELIROTTEK	5	3312534
217	PlayFree	3	3316264
218	PlayFree	5	3316265
219	Ahona	3	3324268
220	Janero	5	3346338
221	Eczira	3	3379769
222	CreaFeed	3	3388605
223	CreaFeed	5	3388606
224	Grecorium	3	3394521
225	Nukorium	5	3394526
226	Yozac	3	3394527
227	Sprounia	5	3394528
228	Sprounia	3	3394532
229	Cutobliz	5	3407954

For, CURATIO HEALTH CARE (I) PRIVATE LIMITED

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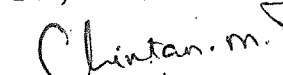
For, Torrent Pharmaceuticals Ltd. .

 Chintan Trivedi
 Company Secretary

S.No	Trademark	Class	Trademark application no
230	ATOFLORA	3	2543840
231	Dripostal	5	3428126
232	Kleanoriz	3	3428127
233	Kleanoriz	5	3428128
234	Nasiwipes	3	3428129
235	Nasiwipes	5	3428130
236	Nicusa	3	3428131
237	Nicusa	5	3428132
238	Dhushipa	3	3349256
239	Dhushipa	5	3349257
240	Eczirosh	3	3379770
241	Vaptokid	5	3394514
242	Vaptokid	3	3394515
243	Fixoriem	3	3394516
244	Fixoriyaz	3	3394517
245	Grecorium	3	3394521
246	Gexorium	3	3394523
247	Gexorium	5	3394524
248	Nukorium	3	3394525
249	Cutiepie	3	3428123
250	Cutiepie	5	3428124
251	Dripostal	3	3428125
252	Inorika	3	3410442
253	Avanax	3	3410444
254	Sorimoist	3	2711243
255	Baby Moist	3	2711246
256	Legsoft	3	3484415
257	Elfridoc	3	3407952
258	MELIPOX	5	2877416
259	GUGO	5	2921518
260	ADOREVAZ	5	3526822
261	AVOLIA	3	3530054
262	KERSIAX	3	3542914
263	KERSIAX	5	3542915
264	RADIAGO	5	2978290

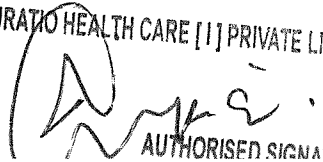
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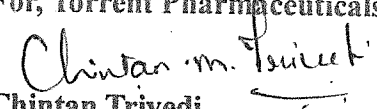

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Company Secretary

S.No	Trademark	Class	Trademark application no
265	RADIAGO	3	2978289
266	ELBODERM	3	3045048
267	ELBODERM	5	3045047
268	SEBONIDE	3	2262244
269	LACTIPAD	3	2623684
270	WEMENZ BAR	3	3071279
271	ANDISTA	3	2940657
272	ZITZAP	3	2961435
273	OVIYAC	3	2978288
274	BARISMAX	5	3074232
275	RIDOX	3	2456287
276	EUANDRO	3	2634554
277	HAIRGEIOUS	3	3192607
278	AGATIVAB	5	3242306
279	AGATINAC	3	3242307
280	Fidebona Nourishariser Cream	5	3257452
281	JOOBI JOO	3	3388603
282	JOOBI JOO	5	3388604
283	XECORIUM	3	3394519
284	XECORIUM	5	3394520
285	GRECORIUM	5	3394522
286	ELFRIDOC	5	3407953
287	AVANAX	5	3410445
288	CURATIO HEALTHCARE (I) PRIVATE LIMITED	3	2604086
289	CURATIO HEALTHCARE (I) PRIVATE LIMITED	5	2604087
290	CURATIO	3	2625419
291	CURATIO	5	2625420
292	MELIVOX	5	2885507
293	ACNEMOIST LIPKARE	3	3887000

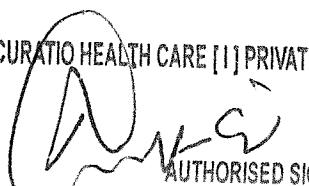
For, CURATIO HEALTH CARE [I] PRIVATE LIMITED

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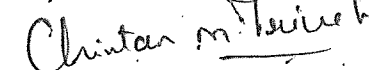
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294	SIXANIL	5	2961438
295	PHOTOBLOC MX	3	3668133
296	CHEEKSTICK	3	3697045
297	CHEEKSTICK	5	3697046
298	NIBEXA	3	3706247
299	NIBEXA	5	3428131
300	VITILINOX	3	3794236
301	VITILINOX	5	3794237
	ACNEMOIST		
302	LIPKARE	5	3886999
303	HIVIGONE	3	3958559
304	Bilarex	3	3958561
305	Perlice Prewash	3	3967137
306	RITCH TABLET	5	4049594
307	 CURATIO	35	4243098
308		41	4243097
309	FASH OS FOAM	3	4455363
310	EGA - NX	3	3706246
311	PROCEROID	3	2580903
312	B4 Touch (D)	5	4511310
313	IMPENOS	5	4866580
314	Gerimol	3	4331303
315	D4Skin	5	5235316
316	KOJIC SR CREAM	3	5306195
317	ATOGLA Logo	5	4049596
318	PERMITE (Device)	5	3691428
319	ELFRIDOC	5	3407953
320	ELFRIDOC	3	3407952
321	TOPLAP	3	5070941
322	Toplap Device Label	3	5061562
323	ATONIDE-H	5	4727704
324	EGA DAY	3	4237822
325	FASH OS GEL	3	4455496
326	GUGO	3	2921517
327	HIVIGONE	5	3958560

S.No	Trademark	Class	Trademark application no
328	NIP STIK	5	2616109
329	PARIS BORRN	5	3855239
330	PARIS BORRN	3	3855240
331	suncote gel	3	2758818
332	FM 98.6	5	1392478
333	Suncote-30 (label)	5	1418208
334	Psoricort - H	5	2286610
335	ReZimune	5	1392476
336	Toplap	5	2321434
337	Suncote-30 (label)	5	1418208
338	Ega	3	1838945
339	Psoricort	5	2265479
340	Adorevaz	3	3526821
341	Bilarex	5	3958562
342	NEOSKIN	3	5070939
343	SUNCOTE	3	5070940
344	Ega Device Label	3	5061560
345	Suncote Device Label	3	5061561
346	Curatio Tedibar Label	3	5288932
347	ATOFLORA	5	2543839
348	Fungibar	3	2166957
349	LEGSOFT	5	3484416
350	MILEPOX	5	2877570
351	NIP STIK	3	2616108
352	NEOSKIN	3	2166959
353	ReZimune	5	1392476
354	CLINMISKIN AD GEL (word)	5	4406679
355	ATONIDE	3	1840506
356	DERANTOX-T	3	2454371
357	Acanthex	3	2409275
358	Acanthex	5	2409278
359	AHONA DRINK	30	3225367
360	AKNAY ORAL	5	2478795

For, CURATIO HEALTH CARE [I] PRIVATE LIMITED

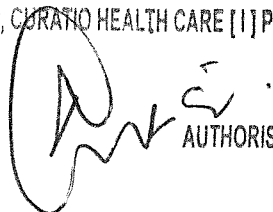

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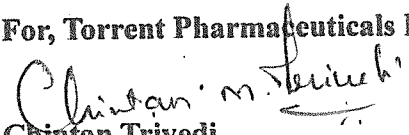

Chintan Trivedi
Company Secretary

S.No	Trademark	Class	Trademark application no
361	ALDRY	3	1430151
362	ATONIDE	3	1840506
363	B4-NappE	3	2486184
364	DERANTOX-T	5	2454370
365	ES WASH	3	2711245
366	RITCH SPRAY	3	2804237
367	SUNCOTE	3	1373366
368	SUNCOTE HYDROGEL	3	1838947
369	TOPLAP	5	1506670
370	TRICLENZ	5	2865505
371	ZIMUNE	5	1373374

For, CURATIO HEALTH CARE (I) PRIVATE LIMITED


AUTHORISED SIGNATORY

For, Torrent Pharmaceuticals Ltd. .


Chintan Trivedi
Company Secretary