

Date: May 20, 2026

To,

BSE LimitedPhiroze Jeejeebhoy Towers,
Dalal Street, Mumbai- 400001
General Manager, Listing
Corporate Relations Department**National Stock Exchange of India Limited**Exchange Plaza, C-1, Block G, Bandra Kurla
Complex, Bandra (E) Mumbai – 400 051 Vice
President, Listing Corporate Relations
Department**Scrip Code: 532797****Symbol: AUTOIND****Subject: Submission of Scheme of Amalgamation between Autoline Industries Limited and its wholly owned subsidiary, Autoline Design Software Limited.**

Dear Sir/Madam,

Pursuant to the applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other applicable provisions, if any, we hereby submit the Scheme of Amalgamation between Autoline Industries Limited (“Transferee Company”) and its wholly owned subsidiary namely Autoline Design Software Limited (“Transferor Company”) and their respective shareholders, for information purpose.

The Scheme of Amalgamation is subject to receipt of necessary statutory, regulatory and other approvals, as may be applicable.

Kindly take the same on your records.

Thanking You,

Yours faithfully,

For Autoline Industries Limited

Pranvesh Tripathi
Company Secretary & Compliance Officer**Place: Pune**

**SCHEME OF AMALGAMATION
OF
AUTOLINE DESIGN SOFTWARE LIMITED
WITH
AUTOLINE INDUSTRIES LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS**

(Under Section 230 and 232 of the Companies Act, 2013 read with Rule 25 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

The Scheme of Amalgamation provides for amalgamation of Autoline Design Software Limited with Autoline Industries Limited, pursuant to Section 230 and 232 of the Companies Act, 2013, read with Rule 25 of the Companies (Compromises, Arrangements & Amalgamation) Rules, 2016 and other applicable provisions and/or any re-enactment(s) or statutory modification(s) thereof, if any

The Scheme is divided is divided into following parts:

- 1) **Part A** – dealing with definitions of the terms used in this Scheme of Amalgamation and sets out the Share Capital of the Transferor Company (herein defined) and the Transferee Company (herein defined).
- 2) **Part B** - dealing with this scheme (herein defined) of amalgamation of Autoline Design Software Limited into Autoline Industries Limited.
- 3) **Part C** – dealing with general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integrally connected thereto.

PART A

DEFINITIONS AND SHARE CAPITAL

1. Definitions:

- 1.1 **“Act”** or **“the Act”** means the Companies Act, 2013, the Rules framed thereunder and other applicable provisions and/or any re-enactment(s), statutory modification(s), or amendment(s), thereof for the time being in force.

1.2 **“Appointed Date”** means 1st April 2025 or such other date as may be fixed or approved by the National Company Law Tribunal, or such other competent authority.

1.3 **“Board of Director”** or **“Board”** means the Board of Directors of the Transferor Company (herein defined) and/or the Transferee Company (herein defined), as the case may be and shall include a duly constituted committee thereof.

1.4 **“Effective Date”** means the later of the dates on which the certified or authenticated copies of the Orders sanctioning this Scheme of Amalgamation, passed by the National Company Law Tribunal, or such other competent authority, as may be applicable, are filed with the Registrar of Companies, Pune, Maharashtra by the Transferor Company (herein defined) & the Transferee Company (herein defined).

Any reference in the Scheme to “upon the Scheme becoming effective” or “effectiveness of the Scheme” shall mean the Effective Date.

1.5 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means the Scheme of Amalgamation in its present form or this Scheme with such modification(s), if any, suggested by the Registrar of Companies, Pune, shareholders or creditors or such other competent authority.

1.6 **“Transferor Company”** means Autoline Design Software Limited, a Company incorporated under Companies Act, 1956 [CIN: U72200PN2004PLC148734] and having its registered office at Sr. Nos. 313, 314, 320-323, Nanekarwadi, Chakan, Tal. Khed; Dist- Pune- 410501. The Transferor Company is a wholly owned subsidiary of the Transferee Company. The Transferor Company is engaged in the business of providing Information Technology enabled services, primarily for the automotive sector.

1.7 **“Transferee Company”** means Autoline Industries Limited a Company incorporated under the Companies Act, 1956 [CIN: L34300PN1996PLC104510] and having its registered office at Sr. Nos. 313, 314, 320-323, Nanekarwadi, Chakan, Tal. Khed; Dist- Pune- 410501. The Transferee Company is primarily engaged in the business of manufacturing and supply of auto components. The equity shares of the Transferee Company are listed on Bombay Stock Exchange and National Stock Exchange.

1.8 **“Governmental Authority”** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction.

1.9 **“NCLT”** or **“Tribunal”** means the National Company Law Tribunal, Mumbai Bench, having jurisdiction in the matter.

1.10 **“Undertaking”** shall mean and include the whole of assets, properties, liabilities and the undertaking(s) and entire business(s) of the Transferor Company, whether or not recorded in the books, by whatever name called and including but not limited to:

- (a) all assets and properties of the Transferor Company as on the Appointed Date i.e. all the undertakings, the entire business, all the properties movable, or intangible, offices, residential and other premises, capital work in progress, furniture, fixture, office equipment, compensation rights, rights accruing from government contracts and commercial contracts, including any compensation which may be awarded in connection with any contracts executed prior to the Effective Date, investments of all kinds and in all forms, cash balances with banks, loans, advances, contingent rights or benefits, receivables, benefit of any deposits, financial assets, benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permissions, permits, rights, entitlements, guarantees, authorizations, approvals, agreements, contracts, licenses, registrations, tenancies, benefits of all taxes right to carry forward and set off unabsorbed losses and depreciation, privileges and rights under State tariff regulations and under various laws, avail of telephones, telexes, facsimile, email, interest, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programs, manuals, data, and other records, and all other interests of whatsoever nature belonging to or by whatever name called or in the ownership, power, possession or control of or vested in or granted in favor of or held for the benefit of or enjoyed by the Transferor Company or which have accrued to the Transferor Company as on the Appointed Date, whether in India or abroad, of whatsoever nature and wherever situated (hereinafter referred to as the "Assets").
- (b) All the debts and liabilities, present or future, actual or contingent, whether or not included in the books, whether secured or unsecured of the Transferor Company as on the Appointed Date.
- (c) All statutory licenses, approvals, permissions, no-objection certificates, permits, consents, patents, trademarks, tenancies, offices, depots, quotas, rights, entitlements, privileges, benefits of all contracts / agreements (including, but not limited to, contracts / agreements with vendors, customers, government etc.), all other rights (including, but not limited to, right to use and avail electricity connections, water connections, environmental clearances, telephone connections, facsimile connections, telexes, e-mail, internet, leased line connections and installations, lease rights, easements, powers and facilities), of Transferor Company as on the Appointed Date.
- (d) All staff, workmen, and employees engaged in Transferor Company.
- (e) All records, files, papers, information, computer programs, manuals, data, catalogs, quotations, sales advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records, whether in physical form or electronic form of Transferor Company.
- (f) All benefits accruing under Direct Taxes & Indirect Taxes from Transferor Company.

(g) All earnest monies and/or security or other deposits paid by the Transferor Company

All terms and words not defined hereinabove unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Act and/or other applicable laws, rules, regulation, bye-laws as the case may be or any statutory modification or re-enactments thereof from time to time.

2. The Scheme has been drawn up to comply with the conditions relating to Amalgamation as specified under Section 2(1B) of the Income Tax Act, 2025. If any term(s) or provisions of the Scheme is/are inconsistent with the provisions of Section 2(1B) of the Income Tax Act, 2025, the provisions of Section 2(1B) of the Income Tax Act, 2025 shall prevail and the Scheme shall stand modified to that extent necessary and such modification shall not affect other parts of the Scheme.

3. 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 or any other appropriate authority, shall be effective from the Appointed Date but shall be operative from the Effective date.

4. Share Capital

The Share Capital of the Transferor Company as on 31st March 2026 is as follows:

Authorized Share Capital	Amount Rs.
50,00,000 Equity Shares of Rs. 10/- each	5,00,00,000
Issued, Subscribed and Paid-Up Share Capital	
35,53,742 Equity shares of Rs.10/- each	3,55,37,420

The Share Capital of the Transferee Company as on 31st March 2026 is as follows:

Authorized Share Capital	Amount Rs.
5,10,00,000 Equity Shares of Rs. 10/- each	51,00,00,000
Issued, Subscribed and Paid-Up Share Capital	
4,53,75,401 Equity Shares of Rs. 10/- each	45,37,54,010

PART B

Scheme of Amalgamation of Transferor Company with Transferee Company

5. Background and Rationale for the Scheme

5.1 Background

5.1.1 The main object of the Transferor Company is

“To provide engineering software services”

5.1.2 The main object of the Transferee Company is

To carry on the business in India and/or abroad as manufacturers, processors, designers, shapers, fitters, fabricators, converters, importers, exporters, factors, agents, buyers sellers, distributors, stockists of and dealers in automobile parts, ancillaries, components, stamping and pressing, packaging or otherwise in any

metallic or non metallic materials, electrical, electronic and mechanical machineries and parts thereof.

5.2 Rationale for the Scheme

The Transferor Company is a wholly owned subsidiary of the Transferee Company. The rationale for the proposed scheme of amalgamation of Autoline Design Software Limited (Transferor Company) into Autoline Industries Limited (Transferee Company) is as under:

- a) Greater integration, financial strength and flexibility for the amalgamated entity, which would result in improved overall shareholder value
- b) Improved organizational capability and leadership
- c) Benefit of operational synergies to the combined entity
- d) Streamline operations and reduce operational cost of legal entities
- e) Improve the competitive strength of combined entity
- f) Provide for the pooling of resources of both the companies which will help in increasing the competitiveness of Transferee Company
- g) Result in economies of scale, reduction in overheads including administrative, managerial and other expenditure, operational rationalization, organizational efficiency and optimal utilization of resources
- h) Increase in asset base of the Company would have the better financial viability and clearer focus, which would be in the interest of all creditors, including the creditors of the transferee Company, if any

In view of the aforesaid, the Board of Directors of the Transferor Company as well as the Board of Directors of the Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of Autoline Design Software Limited (Transferor Company) with Autoline Industries Limited (Transferee Company) for the benefit of the stakeholders of both Companies. Accordingly, the Board of Directors of both the Companies have formulated this composite Scheme of Arrangement in the nature of Amalgamation for the transfer and vesting of the entire Undertaking and business pursuant to the provisions of Section 230 and 232 of the Companies Act, 2013 read with Rule 25 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

6. Transfer of Undertaking:

6.1 General:

Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking of the Transferor Company, shall, pursuant to the sanction of this Scheme by the Tribunal pursuant to the provisions of Sections 230, 232 and other applicable provisions, if any, of the Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the Undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.

6.2 Transfer of assets:

Without prejudice to the generality of Clause 6.1 above, upon the coming into effect of the Scheme and with effect from the Appointed Date:

- 6.2.1 All tangible movable assets of the Transferor Company including but not limited to Plant & Machinery, Office Equipment, Furniture & Fixtures,

Vehicles, computer, the quoted and unquoted investments and cash in hand shall be transferred by physical delivery to the Transferee Company to the intent that the property therein passes to the Transferee Company upon such delivery.

6.2.2 The compensation rights, rights accruing from any Government or Non-Government Contracts and commercial Contracts, including any compensation which may be awarded in connection with any contracts executed prior to the Effective Date and such other intellectual property rights whether registered or not under any law in force in name of the Transferor Company shall be physically handed over by manual delivery to the Transferee Company to the end and intent that the property therein passes to the Transferee Company upon such delivery and that in respect of registered intangible assets the Transferor Company shall do and carry out all such acts and perform such deeds including but not limited to filing of applications and/or petitions before the relevant registering authorities under the applicable laws, to the end and intent of effectively transferring the ownership and registration of such intangible assets in favor of the Transferee Company.

6.3 Transfer of Liabilities:

With effect from the Appointed Date the liabilities shall pursuant to the provisions of Section 230 and 232 of the Act and without any further act or deed be and stand transferred to and vested in the Transferee Company so as to become the liabilities of the Transferee Company and further that 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, duties and obligations have arisen in order to give effect to the provisions of this clause.

6.4 The registration in name of the Transferor Company like Profession Tax, VAT Registration, PAN, TAN, Shop Act Licenses and any other registration under any other statute, Law, Enactment, Act, shall if permitted by law and unless otherwise directed by the court without any further act, deed, matter or thing be transferred in the name of the Transferee Company from the Effective Date.

6.4 Transfer of Assets & Liabilities at Book Value

All assets and liabilities of the Transferor Companies as appearing in its books of accounts shall be incorporated and dealt with in book value.

6.5 It is clarified that the Scheme shall not in any manner affect the rights and interest of the Creditors of the Transferor Company or be deemed to be prejudicial to their interest.

7 Accounting Treatment:

- 7.1. The Amalgamated Company shall account for the amalgamation as per Accounting Standard 14 (AS 14) – as stated in the Companies (Indian Accounting Standards) Rules, 2015 and such other applicable accounting standards specified under Section 133 of the Companies Act, 2013.
- 7.2. Upon the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company would follow 'Pooling of Interest' method as prescribed under the Indian Accounting Standard (Ind AS) 103, "Business Combinations", or any other applicable accounting standard such that:
- a) The items appearing as Reserves and Surplus in the books of the Transferor Company as on the Appointed Date shall become the corresponding Reserves and Surplus of Transferee Company.
 - b) The Transferee Company shall record all the assets and liabilities recorded in the books of accounts of the Transferor Company and shall be transferred to and vested in Transferee Company pursuant to this Scheme, at their respective book values as appearing in books of the Transferor Company at the close of business of the day immediately preceding the Appointed Date.
- 7.3. Upon the Scheme coming into effect and in consideration of the transfer of Undertaking of the Transferor Company, which is the wholly owned subsidiary of the Transferee Company, the Transferee Company would not be required to issue and allot any shares to the shareholders of Transferor Company. The shares so held by the Transferee Company shall stand cancelled and extinguished pursuant to the Scheme coming into effect.
- 7.4. All the inter-company balances between the Transferor Company and Transferee Company appearing in the books of accounts of either of the companies, if any, shall stand cancelled.
- 7.5. The excess of the net assets value (assets minus liabilities) of the Transferor Company transferred to the Transferee Company after making the adjustment as mentioned in sub-clauses above and reserves taken over, would be credited to Capital Reserve. The deficit, if any, shall be adjusted against reserves.
- 7.6. The Transferee Company shall record, in its books of accounts, all the transactions of the Transferor Company in respect of assets, liabilities, income and expenses at their respective book values from the Appointed Date till the Effective Date.
- 7.7. In case of any differences in the accounting policy between the Companies, the impact of the same till the 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 financial position, on the basis of the consistent accounting policy.

- 7.8. Notwithstanding the above, the board of Directors of the Transferee Company, in consultation with its Auditors, is authorized to account any of these or other balances or items in any manner whatsoever, as may be deemed fit and/or make such adjustments as may be necessitated by the accounting standards applicable to mergers and amalgamations.

8 Tax Treatment

Upon the Scheme becoming effective, all taxes payable by the Transferor Company under the Income-Tax Act, 1961, or any other applicable laws/ regulations dealing with taxes/duties/ levies (hereinafter referred to as "Tax Laws") shall be to the account of the Transferee Company; similarly all credits for tax deductions at source on income of the Transferor Company, or obligations 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. Similarly any advance tax payment required to be made for by the specified due dates in the Tax Laws shall also be deemed to have been made by the Transferee Company if so made by the Transferor Company. Further the Minimum Alternate tax paid (if any) by the Transferor Company under Section 115 JB (MAT) and /or other provisions (as applicable) of the Income Tax Act, 1961, shall be deemed to have been paid on behalf of the Transferee Company, and the Minimum Alternate tax credit (if any) of the Transferor Company as on or accruing after the Appointed Date shall stand transferred to the Transferee Company and such credit would be available for set-off against any tax liabilities of the Transferee Company. Any refunds under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

All taxes of any nature, duties, cess, levies or any other like payments or deductions made by the Transferor Company or any of its agents to any statutory authorities such as Income Tax, Sales Tax, and Service Tax, or any other deduction / collection at source, tax credits under the tax laws, relating to the period after the Appointed Date shall be deemed to have been on account of or paid by the Transferee Company, and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the Effective Date and upon relevant proof and documents being provided to the said authorities.

9 No Issue of Equity Shares:

- 9.1 Since the Transferor Company is wholly owned subsidiary of the Transferee Company, upon the Scheme being sanctioned by the Tribunal, the transfers having been affected as provided hereinabove, all the shares held by the Transferee Company in the Transferor Company and its nominees, shall be cancelled and extinguished. Accordingly, there will be no issue and allotment of Equity Shares of the Transferee Company to the Shareholders of the Transferor Company upon the Scheme being effective.

- 9.2 Upon the Effective Date, the share certificates held by the shareholders of the Transferor Companies shall stand automatically cancelled and extinguished by

operation of this Scheme, without the necessity of any act, deed or surrender thereof by such shareholders to the Transferee Company.

10 Legal Proceedings:

10.1 As per the provisions of Section 233(9)(c) of the Act, if any suit, appeal or other proceedings of whatever nature (hereinafter called 'the proceedings') by or against the Transferor Company be pending, pending before any court of law, the same shall not abate, or be discontinued or be in any way prejudicially affected by the reason of the transfer of the Undertakings of the Transferor Company or of anything contained in the 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 has not been made.

10.2 On and from the Effective Date, the Transferee Company may initiate any legal proceedings for or on behalf of the Transferor Company notwithstanding the fact that the Transferor Company have been dissolved without winding up and can initiate legal action in Transferee Company's own name.

11 Contracts, Deeds, Bonds, Agreements and Other Instruments:

Subject to other provisions contained in the Scheme, all contracts, deeds, agreement and other instrument of whatsoever nature to which the Transferor Company is a party and are subsisting or having effect against or in favor of the Transferee Company and may be enforced as fully and as effectively as if the Transferee Company had been a party thereto instead of the Transferor Company

12 Employees:

12.1. On the Scheme becoming operative, all staff, workmen and employees of the Transferor Company immediately before the transfer of Undertaking shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date without any break in their service and their service shall have been continuous and shall not have been interrupted by reason of the transfer of Undertaking.

12.2. The terms and conditions of their employment with the Transferee Company shall not be less favorable than those applicable to them with reference to the Transferor Company immediately preceding the transfer.

12.3. As far as Provident Fund, Gratuity Fund or any other Special Fund or Trusts or schemes existing for the benefit of the employees of the Transferor Company are concerned, upon the Scheme becoming effective, the Transferee Company shall be substituted for Transferor Company for all purposes whatsoever related to the administration / operation of such Funds or schemes or in relation to the obligation to make contribution to the said Funds or schemes in accordance with provisions of such Funds or Schemes according to the terms provided in the respective Trust Deeds or other documents. All the rights, duties, powers and obligations of Transferor Company in relation to such Funds or Schemes shall become those of the Transferee Company and all the rights, duties, benefits and privileges of the employees employed in different units of Transferor Company under such Funds or Trusts shall be protected. Further the services of the employees will

be treated as being continuous for the purpose of the aforesaid Funds or Schemes.

13 Consideration:

- 13.1 The entire share capital of the Transferor Company (as wholly owned subsidiary), as on 31st March 2026, is held by the Transferee Company. As a result, upon the Scheme coming into effect and in consideration of the transfer of Undertaking of the Transferor Company, the Transferee Company would not be required to issue and allot any shares to the shareholders of the Transferor Company. All the shares held by the Transferee Company in the Transferor Company and its nominees, shall be cancelled and extinguished pursuant to the Scheme coming in to effect.
- 13.2 The Shares of the Transferor Company, held by the Transferee Company on the date of sanctioning of the Scheme by the Tribunal shall be cancelled and shall be deemed to have been cancelled without any further act or deed, and no shares of the Transferee Company are required to be issued in lieu thereof.
- 13.3 It is clarified that since the Transferee Company owns over 90 % of the issued share Capital of the Transferor Company, the transfer of the Undertaking of the Transferor Company, in pursuance of this Scheme shall be eligible to the benefit under Notification No. 1, dated 16th January, 1937 issued under Section 9(a) of the Indian Stamp Act, 1899.

14 Dissolution of Transferor Company:

Pursuant to the provisions of Section 233(8) of the Act, on the registration of Scheme under Section 233(3) or 233(7) of the Act, shall be deemed to have effect of dissolution of the Transferor Company without the process of winding up.

15 Increase in Authorized Share Capital of the Transferee Company:

On and from the Effective Date, the Authorized Share Capital of the Transferor Company and Transferee Company would be merged together, and the Authorized Share Capital of the Transferee Company will stand increased to Rs. 51,00,00,000 /- (Rupees Fifty-One Crores Only) consisting of 5,10,00,000 (Five Crores Ten Lacs) Equity Shares of Rs. 10/- each.

16 Object Clause of the Transferee Company

On and from the Effective Date, the Main Object Clause (V) of the Transferee Company shall stand substituted with the following clause:

To carry on the business in India and/or abroad as manufacturers, processors, designers, shapers, fitters, fabricators, converters, importers, exporters, factors, agents, buyers sellers, distributors, stockist of and dealers in automobile parts, ancillaries, components, stamping and pressing, packaging or otherwise in any metallic or non-metallic materials, electrical, electronic and mechanical machineries and parts thereof and to provide all types of software development services, information technology enabled services and engineering software services.

17 Profits:

All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company pertaining to the business and undertaking of the Transferor Company shall for all purposes be treated

and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of the Transferee Company.

18 Transactions between appointed date and effective date:

With effect from the Appointed date and up to the Effective date:

- a) The Transferor company shall carry on and be deemed to have carried on their business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of their entire business and undertaking for an account of and in trust for the Transferee company.
- b) The Transferor Company shall carry on its business and activities in the ordinary course of the business with reasonable diligence and business prudence.

PART C

General Terms & Conditions

19 Conduct Of Business till The Effective Date:

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

- 18.1 The Transferor Company shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets pertaining to the business and undertaking of the Transferor Company or and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold the said assets with utmost prudence until the Effective Date.
- 18.2 The Transferor Company shall carry on their respective businesses and activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of the Transferee Company alienate, charge, mortgage, encumber or otherwise deal with or dispose of properties or part thereof.
- 18.3 All the profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company pertaining to the business and undertaking of the Transferor Company shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of the Transferee Company.
- 18.4 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/State Government, and all other agencies, departments and authorities concerned as are necessary under any law or rules, for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme.

20 Saving Of Concluded Transactions:

Subject to the terms of this Scheme, the transfer and vesting of the business and undertakings 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 between the Appointed Date and the Effective

Date (both days inclusive), to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

21 Conditionality Of The Scheme:

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

- 20.1 The Scheme being approved by the requisite majority of shareholders and the creditors or class of creditors of the Transferor and Transferee Company pursuant to the provisions of Section 232 (1) (b) as prescribed under the Act and as may be directed by the Tribunal or any other appropriate authority as may be applicable.
- 20.2 The sanction of this Scheme by the Tribunal, or any other appropriate authority under Sections 230, Section 232 and other applicable provisions, if any of the Act in favor of Transferor and Transferee Company.
- 20.3 Certified or authenticated copy of the Order of the Tribunal, sanctioning the Scheme being filed with the Registrar of Companies, Pune by the Transferor and Transferee Company.
- 20.4 The requisite, consent, approval or permission of the Tribunal, or any other statutory or regulatory authority, if any, which by law may be necessary for the implementation of this Scheme.

22 Modification Or Amendments to The Scheme:

The Transferor Companies (through its Directors) and the Transferee Company (through its Directors) may assent to any modification or amendment to the Scheme or agree to any terms and / or conditions which the Tribunal and / or any other appropriate authorities under the law as may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question of doubt or difficulty that may arise for implementing and / or carrying out the Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting the Scheme into effect.

23 Effect of non-receipt of approvals:

In the event that the Scheme is not sanctioned by the Tribunal, or if any of the approvals, consents or conditions referred to above are not obtained or complied with, the Scheme shall stand cancelled, become null and void, and each party shall bear and pay its own respective costs, charges and expenses incurred in connection with or relating to the Scheme.

24 Costs, Charges and Expenses:

All the costs, charges and expenses of the Transferor Company and the Transferee Company in connection with the implementation of the Scheme and/or incidental to the completion of amalgamation of the Undertaking in pursuance of this Scheme shall be borne and paid by the Transferee Company alone if the scheme is sanctioned by the Tribunal, and other concerned Government Authorities.

**For Autoline Design Software Limited
(Transferor Company)**



**Sudhir Vithal Mungase
Director**

DIN: 00006754

**Add: Pasaydan Niwas, Kelgaon
Khed Pune 412106**

**For Autoline Industries Limited
(Transferee Company)**



**Shivaji Tukaram Akhade
Managing Director**

DIN: 00006755

**Add: RL 5 G Block, Sambhaji Nagar Chinchwad,
Pimpri Chinchwad Pune 411019**