

**SCHEME OF MERGER
(BY ABSORPTION)
UNDER SECTION 232 READ WITH SECTION 230 OF THE COMPANIES
ACT, 2013 AND OTHER APPLICABLE PROVISIONS OF THE
COMPANIES ACT, 2013 AND RULES FRAMED THEREUNDER
OF
ADOR GREEN ENERGY PRIVATE LIMITED
(Transferor Company or Amalgamating Company)
BY
J. B. ADVANI & COMPANY PRIVATE LIMITED
(Transferee Company or the Amalgamated Company)
AND
THEIR RESPECTIVE SHAREHOLDERS**

(A) PREAMBLE

This Scheme of amalgamation (merger by absorption) ("Scheme") is presented under Section 232 read with Section 230 and other applicable provisions of the Companies Act, 2013 and the rules and regulations made thereunder, for the merger and vesting of Undertaking (hereinafter defined) of Ador Green Energy Private Limited (Transferor Company) into J. B. Advani & Company Private Limited (Transferee Company) on a going concern basis.

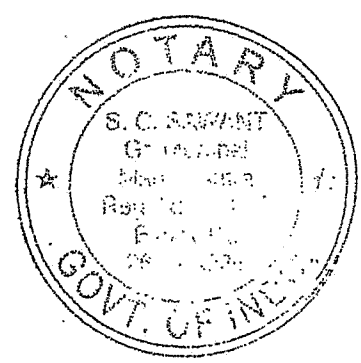
(B) Parts of the Scheme

This Scheme is divided into the following parts: -

Part I deals with the preliminary of the Scheme, definitions of the terms used in this Scheme, Objects and the Share Capital;

Part II deals with the merger of Undertaking of the Transferor Company into Transferee Company; and

Part III deals with the General Terms and Conditions.



PART I - DEFINITIONS
AND INTERPRETATION

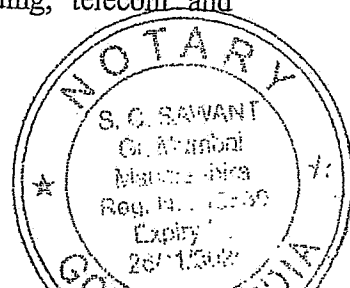
1. PRELIMINARY

- 1.1. Ador Green Energy Private Limited, the Transferor Company, was originally incorporated as a Private Limited company under the name and style of 'Ador Green Energy Private Limited' in the State of Maharashtra on 22nd August, 2008 vide Corporate Identity Number U74999MH2008PTC186104. The Registered Office of the Transferor Company is situated at Ador House, 5th Floor, 6-K. Dubash Marg, Mumbai-400 001, Maharashtra and having PAN AAHCA3214E and email ID is jatin@jbadvani.com
- 1.2. J.B. Advani & Company Private Limited, the Transferee Company, was incorporated as a Private Limited Company under the name and style of J. B. Advani & Company Private Limited in the State of Maharashtra on 18th March, 1925 vide its registration no. 4217/TA. Subsequently, it changed its name to 'J. B. Advani & Company Limited' and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai, on 22nd September, 1989. Further due to amendment to Companies Act the name got changed into 'J. B. Advani & Company Private Limited' and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 29th May, 2001. The Corporate Identity Number is U51900MH1925PTC004217. The Registered Office of the Transferor Company is situated at Ador House, 4th Floor, 6-K. Dubash Marg, Mumbai-400 001, Maharashtra and having PAN AAACJ1966D and email ID is srini@jbadvani.com.
- 1.3. The Transferor Company is primarily engaged in the business of Consultants for to offer technical, managerial, marketing and other guidance for bio-technology projects. The main objects are set out in the Memorandum of Association.
- 1.4. The Transferee Company is primarily engaged in the business of Manufacture of transformer and rectifier components, equipment's for welding, telecom and mechanical and other engineering industries.



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- 1.5. The Transferor Company and the Transferee Company have common promoters.
- 1.6. The Transferor Company is a wholly owned Subsidiary of the Transferee Company
- 1.7. The Scheme does not affect the rights of the Creditors of the Transferor Company and the Transferee Company. There will not be any reduction in amounts payable to the Creditors of the Transferor Company and the Transferee Company post sanctioning of the Scheme.

2. DEFINITIONS

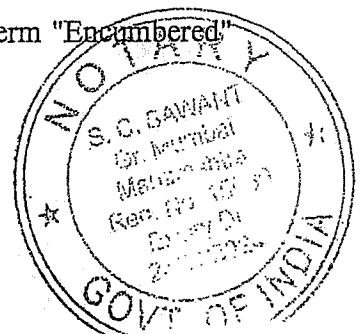
In this Scheme, unless repugnant to the context, the following expressions shall have the following meaning:

- 2.1. "Act" means the Companies Act, 2013.
- 2.2. "Appointed Date" For the purpose of this Scheme and for Income Tax Act, 1961, the "Appointed Date" means 1st April, 2020.
- 2.3. "Board of Directors" or "Board" means the Board of Directors of the Transferor Company and the Transferee Company as the case may be, and shall include a duly constituted committee thereof.
- 2.4. "Effective Date" means the last of dates on which the Orders of the NCLT sanctioning the Scheme of Merger are filed with the Registrar of Companies, Mumbai, Maharashtra State by the Transferor Company and the Transferee Company. Any references in this Scheme to the date of "coming into effect of this scheme" or "effectiveness of this scheme" or "Scheme taking effect" shall mean the Effective Date.
- 2.5. "Encumbrance" means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever, and the term "Encumbered" shall be construed accordingly.

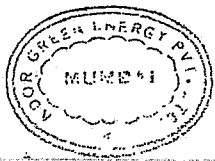


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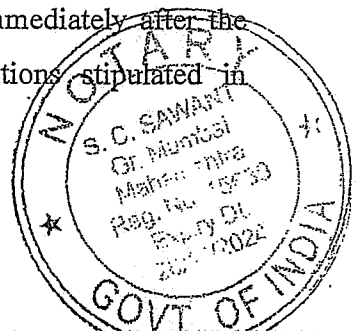
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- 2.6. "Governmental Authority" means any applicable Central, State or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction and shall include any other authority which supersedes the existing authority.
- 2.7. "NCLT" means National Company Law Tribunal, Mumbai Bench having jurisdiction in relation to the Transferor Company and the Transferee Company.
- 2.8. "Record Date" means the date to be fixed by the Board of Directors of the Transferor Company or a committee thereof, in consultation with the the Transferee Company, for the purpose of determining the members of the Transferor Company to whom new shares in the the Transferee will be allotted under the Scheme.
- 2.9. "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation including Schedules, as amended or modified, in its present form submitted to the NCLT for approval, with any modifications, as may be approved or imposed or directed by the NCLT or any other appropriate authority.
- 2.10. "ADGEPL" or "the Transferor Company" or "the Amalgamating company" means Ador Green Energy Private Company Limited, a company incorporated under the Act and having CIN U74999MH2008PTC186104 and its Registered Office of the Transferor Company is situated at Ador House, 5th Floor, 6-K. Dubash Marg, Mumbai-400 001, Maharashtra.
- 2.11. "JBA" or "the Transferee Company" or "the Amalgamated Company" means J.B. Advani & Company Private Limited, a company incorporated under the Act, having CIN U51900MH1925PTC004217 and its Registered Office of the Transferor Company is situated at Ador House, 4th Floor, 6-K. Dubash Marg, Mumbai-400 001, Maharashtra.
- 2.12. "Transition period" means period starting from the date immediately after the Appointed Date till the last of the date on which all the conditions stipulated in Clause 19 of this Scheme are fulfilled.



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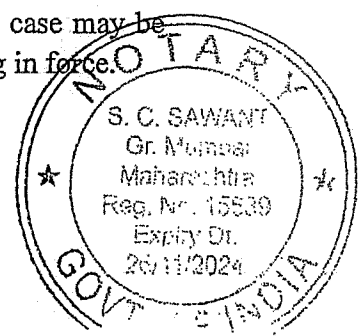
2.13. "Undertaking" in relation to Transferor Company means all the undertaking and businesses of that Transferor Company as a going concern, comprising:

- (a) All the assets and properties (including movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor company, including without being limited to, plant and machinery, buildings and structures, offices and other premises, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, power lines, deposits, all stocks, stocks of fuel, assets, investments of all kinds, cash balances with banks, loans, advances, contingent rights or benefits, receivables, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefits of any security arrangements, or under any guarantees, revisions, powers, authorities, allotments, approvals, permits and concerns, quotas, rights, entitlements, contracts, licenses (industrial or otherwise) municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and Service names and marks, other intellectual property rights of any nature whatsoever, permits, approvals, authorizations, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records, benefits or assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kinds, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate 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 in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to in the ownership, power, 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.
- (b) All secured and unsecured debts, liabilities (including contingent liabilities), duties, undertakings and obligations of the Transferor Company of every kind, nature or description whatsoever and howsoever arising. (hereinafter referred to as "Liabilities")
- (c) "Undertakings" means collectively all the Undertakings of the Transferor 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 ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.



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References to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme.

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

Unless the context otherwise requires:

- i. the singular shall include the plural and vice versa, and references to one gender include all genders.
- ii. references to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality).
- iii. reference to any law or to any provision thereof or to any rule or regulation promulgated thereunder includes a reference to such law, provision, rule or regulation as it may, from time to time, be amended, supplemented or re-enacted, or to any law, provision, rule or regulation that replaces it.

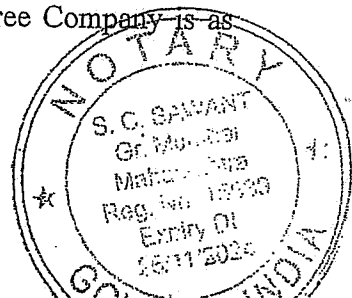
3. SHARE CAPITAL

- 3.1. The present share capital structure of ADGEPL or the Transferor Company is as under –

Share Capital	Amount (Rupees)
Authorized Share Capital	
30,00,000 (Thirty Lacs) Equity Shares of Rs. 10 each	3,00,00,000.00
TOTAL	3,00,00,000.00
Issued, subscribed and paid-up Share Capital	
20,00,000 (Twenty Lacs) Equity Shares of Rs. 10 each	2,00,00,000.00
TOTAL	2,00,00,000.00

As on the date of approval of the Scheme by the Board of Directors of the Transferor Company, there is no change in the authorised, issued, subscribed and paid-up share capital of the Transferor Company.

- 3.2. The present share capital structure of the JBA or the Transferee Company is as under –



Share Capital	Amount (Rupees)
Authorized Share Capital	
10,000 (Ten Thousand) Equity Shares of Rs. 5000 each	5,00,00,000.00
TOTAL	5,00,00,000.00
Issued, subscribed and paid-up Share Capital	
2,925 (Two Thousand Nine Hundred and Twenty Five) Equity Shares of Rs. 5000 each	1,46,25,000.00
TOTAL	1,46,25,000.00

As on the date of approval of the Scheme by the Board of Directors of the Transferee Company, there is no change in the authorized, issued, subscribed and paid-up share capital of the Transferee Company.

4. OBJECT AND RATIONALE OF THIS SCHEME

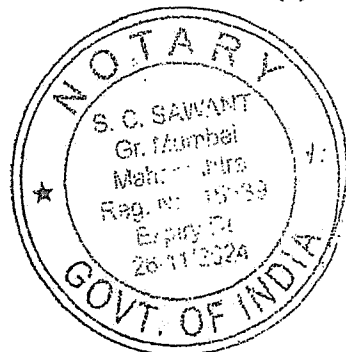
Both the companies are under the same management. The Transferor Company is wholly owned subsidiary of the Transferee Company. With a view to maintain a simple corporate structure and eliminate duplicate corporate procedures it is desirable to merge and amalgamate all the undertakings of Ador Green Energy Private Limited (Transferor Company) into J.B. Advani & Company Private Limited, ("Transferee Company"). The amalgamation of all undertaking of Transferor Company into the Transferee Company shall facilitate consolidation of all the undertakings in order to enable effective management and unified control of operations. Further, the amalgamation would create economies in administrative and managerial costs by consolidating operations and would substantially reduce duplication of administrative responsibilities and multiplicity of records and legal and regulatory compliances.

5. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme shall be effective in its present form or with any modification(s) approved or imposed or directed by the NCLT or any other appropriate authority and shall become effective from the Appointed Date as defined in Section 232 (6) of the Act in terms of Clause 2.2 mentioned above.



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PART II – MERGER OF UNDERTAKING INTO THE TRANSFEREE COMPANY

6. TRANSFER OF UNDERTAKING

6.1 Transfer of the Undertakings

Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme, the whole of the Undertakings of the Transferor Company shall, pursuant to the sanction of this Scheme by the NCLT and pursuant to the provisions of Sections 230 to 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 without any further act, instrument, deed matter or things so as to become Undertakings of the Transferee Company by virtue of and in the manner provided in the Scheme.

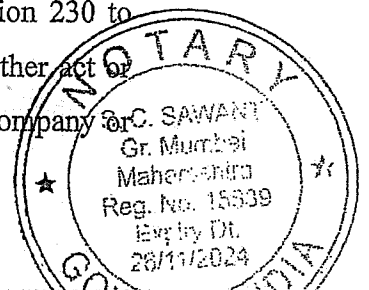
6.2 Transfer of the going business concern

Business of the Transferor Company carried on till the Appointed Date and thereon till the effective date, shall, under Sections 230 to 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, on-going concern basis so as to become Undertakings of the Transferee Company by virtue of and in the manner provided in the Scheme.

6.3 Transfer of Assets

I. Without prejudice to the generality of clause 6.1 above, upon the coming into effect of this scheme and with effect from the Appointed Date:

- a. All the assets, properties and entitlements comprised in the Undertakings, of whatsoever nature and wheresoever situate and which are incapable of passing by manual delivery, shall under the provisions of Section 230 to 232 and all other provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company

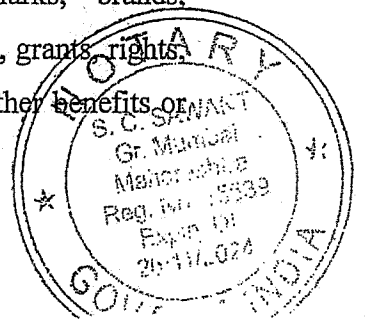


be deemed to be transferred to or vested in the Transferee Company as a going concern so as to become, as from the Appointed Date, the assets and properties of the Transferee Company.

- b. Without prejudice to the provisions of Clause 6.1 and sub-clause (a) of this Clause 6.3.1, in respect of such of the Assets and properties of the Transferor Company, as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company and shall upon such transfer become the assets and properties of the Transferee Company without requiring any deed or instrument or conveyance for the same.
- c. In respect of the movables other than those dealt with in sub-clause (ii) above including sundry debtors, receivables, bills, credits, loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, investments, earnest monies and deposits, if any, with any Government, Semi-Government, local and other authorities and bodies, with any company or other person, the Transferor Company, shall, if required give notice in such form as they may deem fit and proper, to each person, debtor or depositor, as the case may be, that pursuant to the NCLT having sanctioned the amalgamation of the Transferor Company with the Transferee Company, under Sections 230 to 232 of the Act, the said debt, loan, advance or deposit be paid or made good or held on account of the Transferee Company as the person entitled thereto and that appropriate entry should be passed in its books to record the aforesaid change. The Transferee Company shall, if required, also give notice in such form as it may deem fit and proper to each person, debtor or depositor that, pursuant to NCLT having sanctioned the amalgamation of the Transferor Company with the Transferee Company under Sections 230 to 232 of the Act, the said debt, loan, advance, balance or deposit be paid or made good or held on account of the Transferee Company.
- d. All the licenses, permits, quotas, approvals, trademarks, brands, permissions, registrations, incentives, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or



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privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to or vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

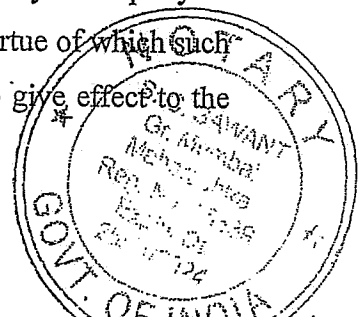
- II. All Assets and properties comprised in the Undertakings of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets and properties, which are acquired by the Transferor Company, on or after the Appointed Date, shall be deemed to be and shall become assets and properties of the Transferee Company by virtue of and in the manner provided in this Scheme.

6.4 Transfer of Liabilities

Without prejudice to the generality of Clause 6.1 above, upon coming into effect of this Scheme and with effect from the Appointed Date, all debts, liabilities, duties, obligations of every kind, nature and description of the Transferor Company shall pursuant to the sanction of the Scheme by the NCLT and pursuant to the provisions of sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company so as to become as from the Appointed Date the debts, liabilities, duties, obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor 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.



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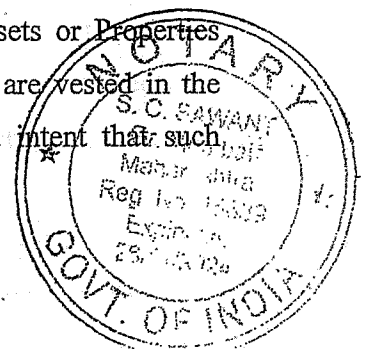
6.5 The transfer of property and liabilities to and the continuance of proceedings by the Transferee Company under Clause 6.1 to 6.4 above shall not affect any transaction or proceedings already concluded by the Transferor Company till, on or after the Appointed Date and till the Effective Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in regard thereto as done and executed by the Transferee Company on its own behalf. Furthermore, as from the Appointed Date, the Transferor Company shall be deemed to have carried on and to be carrying on the business on behalf of and in trust for the Transferee Company until such time as the Scheme takes effect.

6.6 It is clarified that all owing, liabilities, duties and obligations of the Transferor Company as on the Appointed Date whether provided for or not in the books of accounts of the Transferor Company and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or upto the day of the Appointed Date shall be the debts, liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of the Transferor Company or on any income earned from those assets.

6.7 Loans, debt securities, Debentures or other obligations, if any, due between or amongst the Transferor Company and the Transferee Company shall stand discharged and there shall be no liability in that behalf with effect from the Appointed Date.

6.8 **Transfer of Assets subject to Charge**

The transfer as aforesaid shall be subject to charges / hypothecations / mortgages over the assets or any part thereof provided, however, that any reference in any security document or any arrangements to which the Transferor Company is a party, to the assets or properties of the Transferor Company offered as security for any financial assistance or obligations to the secured creditor/s of the Transferor Company, shall be construed only to be to the respective Assets or Properties pertaining to the Undertaking of the Transferor Company as are vested in the Transferor Company by virtue of this clause to the end and intent that such



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security, mortgage and charge shall not extend or be deemed to extend to any Assets or any other units or divisions of the Transferee Company unless specifically agreed to by the Transferee Company with such secured creditor/s and subject to consents and approvals of the existing secured creditors of the Transferee Company, if any. This Scheme shall not operate to enlarge / enhance any security created by the Transferee Company.

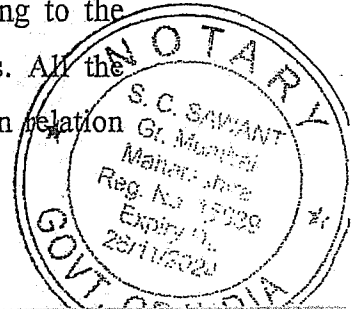
6.9 Transfer of Assets & Liabilities

All the assets and liabilities of the Transferor Company as appearing in its books of accounts shall be incorporated and dealt with in books of the Transferee Company as provided in the scheme.

7. STAFF, WORKMEN & EMPLOYEES

7.1. The Transferee Company will take over all the staff, workmen (including working Directors) in the service of the Transferor Company immediately preceding Effective Date, and that they shall become the staff, workmen and employees, of the Transferee Company on the basis that their services shall be deemed to have been continuous and not have been interrupted by reasons of the said transfer. The terms and conditions of service applicable to such staff, workmen or employees after such transfer shall not in any way be less favorable to them than those applicable to them immediately preceding the transfer.

7.2. As far as Provident Fund, Gratuity Fund or any other Special Fund or schemes existing for the benefit of the employees of the Transferor Company is concerned, upon the Scheme becoming effective, the Transferee Company shall be substituted for the 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 or according to the terms provided in the respective Trust Deeds or other documents. All the rights, duties, powers and obligations of the Transferor Company in relation



to such Funds or Schemes shall become those of the Transferee Company and the services of the employees will be treated as being continuous for the purpose of the aforesaid Funds or Schemes.

8. LEGAL PROCEEDINGS

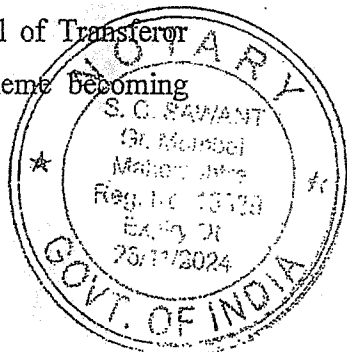
If any suit, appeal or proceedings of whatsoever nature (hereinafter referred to as "the said proceedings") by or against any of the Transferor Company be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company or by anything in this Scheme, but the said proceedings may be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued and enforced, as the case may be, by or against the Transferor Company if this Scheme had not been made.

9. THE TRANSFER OF UNDERTAKING NOT TO AFFECT TRANSACTIONS / CONTRACTS OF TRANSFEROR COMPANY:

The transfer and vesting of the undertaking under Clause 6 hereof and the continuance of the said proceedings by or against the Transferee Company under Clause 8 hereof shall not affect any transaction or proceedings already concluded by or against the Transferor Company after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done or executed by the Transferor Company after the Appointed Date as done and executed on its behalf. The said transfer and vesting pursuant to Section 394 of the Act, shall take effect from the Appointed Date unless the Court otherwise directs.

10. CANCELLATION OF SHARES

10.1 As Transferor Company is a wholly owned subsidiary of the Transferee Company, the entire issued, subscribed and paid up share capital of Transferor Company is held by the Transferee Company. Upon this Scheme becoming



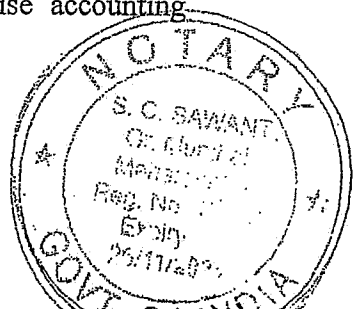
effective, Transferee Company would not be required to issue and allot any shares to the shareholders of Transferor Company.

10.2 Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the holding of the wholly owned subsidiary of the Transferee Company in the Transferor Company and the stated capital/issued and paid-up capital of the Transferor Company shall stand cancelled on the Effective Date. The said cancellation of existing share capital of the Transferor Company shall be affected as an integral part of this Scheme.

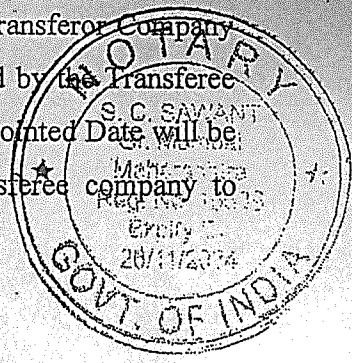
11. ACCOUNTING TREATMENT

Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in the books of accounts in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date.

- 11.1. The Transferee Company shall account for the amalgamation of the Transferor Company in accordance with "Pooling of Interest Method" of accounting as laid down in Appendix C of Ind AS-103 (Business Combinations of entities under common control) notified under Section 133 of the Companies Act, 2013, under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time.
- 11.2. The Transferee Company shall record the assets and liabilities, if any, of the Transferor Company vested in it pursuant to this Scheme, at the respective carrying values thereof and in the same form as appearing in the books of the Transferor Company.
- 11.3. No adjustments are made to reflect fair values or recognise any new assets or liabilities. The only adjustments that are made are to harmonise accounting policies.



- 11.4. The balance of the retained earnings appearing in the financial statements of the Transferor Company is aggregated with the corresponding balance appearing in the financial statements of the Transferee Company. Alternatively, it is transferred to General Reserve.
- 11.5. The identity of the reserves of the Transferor Company shall be preserved and the Transferee Company shall record the reserves of the Transferor Company in the same form and at the same values as they appear in the financial statements of the Transferor Company.
- 11.6. To the extent that there are inter-corporate loans and balances between the Transferor Company and the Transferee Company, the obligation in respect thereof shall come to an end and corresponding effect shall be given in the books of account and the records of the Transferee Company for the cancellation / reduction / netting of any assets or liabilities, as the case may be. Difference, if any, arising upon such cancellation, shall be credited or debited, as the case may be, to the General Reserve of the Transferee Company. For the removal of doubts, it is hereby clarified that there would be no accrual of interest or other charges in respect of any such inter-corporate loans and balances with effect from the Appointed Date.
- 11.7. The Investment by the Transferee Company in the paid-up equity share capital of the Transferor Company, on the effective date, shall stand cancelled. The difference between the share capital of the Transferor Company and investment in the Transferor Company, if any, recorded in the books of the Transferee Company shall be adjusted in the Capital Reserve of the Transferee Company.
- 11.8. The difference between the value of assets over the value of liabilities including reserves of the Transferor Company transferred to the Transferee Company pursuant to the NCLT order, after adjusting the carrying value of the investment in the shares of the Transferor Company, if any shall be adjusted to the Capital Reserve of the Transferee Company.
- 11.9. In case of any differences in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference till the respective Appointed Date will be quantified and adjusted in the General Reserve of the transferee company to

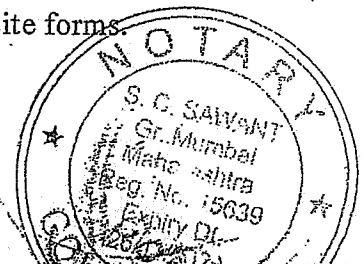


ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

- 11.10. Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the comparative period.
- 11.11. If the approval of NCLT for the scheme of merger is received after the balance sheet date but before the approval of the financial statements for issue by the Board of Directors, it shall be treated as an adjusting event under Ind AS 10 — 'Events after the Reporting Period' and shall be given effect to in the financial statements with effect from the Appointed Date.
- 11.12. All costs, charges, stamp duty incurred in connection with giving effect to this Scheme shall be debited by the Transferee Company to its profit and loss account.
- 11.13. While consolidating / merging / combining the financial statements of Transferor Company and Transferee Company and for the compliance of the Accounting Standard of ICAI, (if applicable), any rectifications / corrections / modifications / regrouping, as required, may be done, in the financial statements of both the Company.

12. INCREASE IN OF AUTHORISED SHARE CAPITAL OF THE TRANSFEREE COMPANY

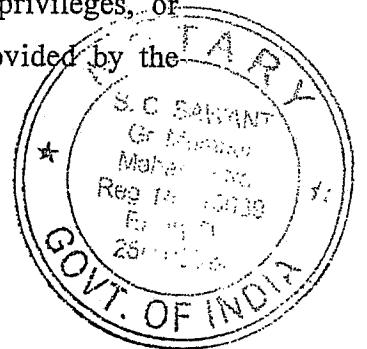
- 12.1. Upon the Scheme being finally effective, the Authorised Capital of the Transferor Company will get merged with that of the Transferee Company without payment of additional fees and duties as the said fees have already been paid and the Authorised Capital of the Transferee Company will be increased to that effect without any compliances in respect of the notices, meetings etc. but only by filing requisite Statutory Forms with the Registrar of Companies. The Transferee Company shall just file requisite forms



12.2. Thus the authorised capital of the Transferee Company would become Rs.8,00,00,000 (Rupees Eight Crores only) comprising of 16,000 (Sixteen Thousand) Equity Shares of Rs. 5,000 each (Rupees Five Thousands Only) after scheme becomes effective. The capital clause of the Transferee Company will read as follows:

Clause V

The authorised share capital of the Company is Rs. 8,00,00,000 (Rupees Eight Crores only) comprising of 16,000 (Sixteen Thousand) Equity Shares of Rs. 5,000 each (Rupees Five Thousands Only) with power to increase all to reduce the capital of the company to divide, sub-divide the shares in the capital for the time being into Equity, Preference and Redeemable Preference Shares subject to the provision of the Company Act, 2013, and to attach thereto such preferential, qualified or special rights, privileges, or conditions as may be determined by or in accordance with the regulations of the company and to vary, modify or abrogate any such rights, privileges, or conditions in such manner as may be for the time being provided by the regulations of the Company.



13. CONDUCT OF BUSINESS

13.1. Transferor Company as Trustee

- a. With effect from the Appointed Date and upto and including Effective Date, the Transferor Company shall carry on and shall be deemed to have carried on all their business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of and for the benefit of and in trust for, the Transferee Company, as the transferee company is taking over the business as going concern. The Transferor Company shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall neither undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for themselves or on behalf of any



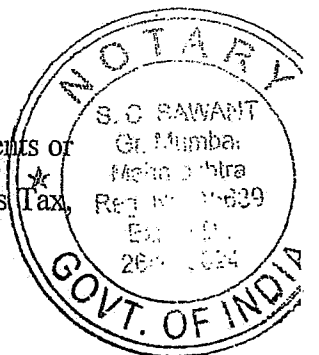
third parties, sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking or any part thereof save and except in the ordinary course of business as carried on by them as on the date of filing of this Scheme with the NCLT or if written consent of the Transferee Company has been obtained.

13.2. Profit or Losses upto Effective Date

- a. With effect from the Appointed Date and upto and including the Effective Date, all profits or incomes accruing or arising to the Transferor Company or all expenditure or losses incurred or arising, as the case may be, by the Transferor Company shall, for all purposes, be treated and deemed to be and accrue as the profits or incomes or expenditures or losses, as the case may be, of the Transferee Company.

13.3. Taxes

- a. All taxes paid or payable by the Transferor Company in respect of the operations and / or profits of the business before the Appointed Date and from the appointed date till the effective date, shall be on account of the Transferor Company and in so far as it relates to the tax payment by the Transferor Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall in all proceedings be dealt with accordingly.
- b. Any refund under Income Tax Act, 1961 or other applicable laws or regulations dealing with taxes allocable or related to the business of the Transferor company and due to the Transferor company consequent to the assessment 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.
- c. All taxes benefits of any nature, duties, cesses or any other like payments or deductions available to Transferor company under Income Tax, Sales Tax,

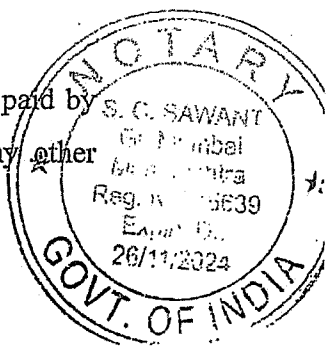


Value Added Tax, Service Tax, Goods and Service Tax etc. or any Tax deduction/Collections at Source, MAT Credit, tax credits, benefits of CENVAT credits, benefits of input credits relating to the period after the Appointed Date up to the Effective Date shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to Transferee company upon the passing of the orders on this Scheme by the respective NCLT upon relevant proof and documents being provided to the said authorities.

d. The Scheme has been drawn up to comply with and fall within the definition and conditions relating to "Amalgamation" as specified u/s 2(1B) and other applicable provision of Income Tax Act, 1961, as amended. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date, including resulting from an amendment of law or for any other reason whatsoever, the Scheme shall stand modified/amended/alterd to the extent determined necessary to comply with and fall within definition and conditions relating to "Amalgamation" as specified in Income Tax Act, 1961. In such an event, the Clauses which are inconsistent shall be read down or if the need arises, be deemed to be deleted and such modification / reading down or deemed deletion shall however not affect the other parts of the Scheme.

e. Upon the Scheme becoming effective, the Transferee Company is expressly permitted and shall be entitled to revise its financial Statements and Returns along with prescribed Forms, filings and annexures under the Income Tax Act, 1961, as amended, (including for minimum alternate tax purposes and tax benefits,) GST law and other tax laws, and to claim refunds and/or credits for taxes paid (including minimum alternate tax), and to claim tax benefits under the Income Tax Act, 1961 and other tax laws etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme.

f. The withholding tax/ advance tax/ minimum alternate tax, if any, paid by the Transferor Company under the Income Tax Act, 1961 or any other



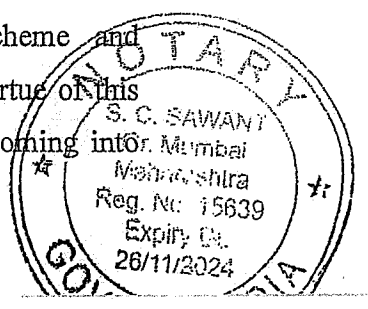
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statute in respect of income of the Transferor Company assessable for the period commencing from the Appointed Date shall be deemed to be the tax deducted from/advance tax paid by the Transferee Company and credit for such withholding tax/advance tax/minimum alternate tax shall be allowed to the Transferee Company notwithstanding that certificates or challans for withholding tax/advance tax are in the name of the Transferor Company and not in the name of the Transferee Company.

g. The Transferor and Transferee company shall be entitled to, amongst others, file/ or revise its income tax returns, TDS/TCS returns, GST returns or any other statutory returns, if required, credit for advance tax paid, TDS, claim for sum prescribed u/s 43B of the Income Tax Act on payment basis, claim for deduction of provision written back which was previously disallowed, credit for tax u/s 115JB read with section 115JAA of the Income Tax Act, credit of foreign taxes paid/withheld etc. if any, as may be required consequent to implementation of this Scheme and wherever necessary to give effect to this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty or any other sum. The transferee company shall have right to claim refunds, tax credits, set- offs and/or adjustments relating to its income or transactions entered into by it by virtue of this Scheme with effect from Appointed Date.

14. ENFORCEMENT OF CONTRACTS, DEEDS, BONDS & OTHER INSTRUMENTS:

14.1. Subject to other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which the Transferor Company is a party subsisting or having effect immediately before the Amalgamation, shall remain in full force and effect against or, as the case may be, in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Company, the Transferee Company was a party thereto. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into



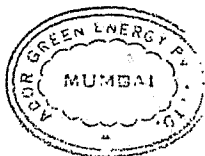
effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds, confirmations or other writings or arrangements to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.

14.2. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall receive relevant approvals from the Government Authorities concerned as may be necessary in this behalf.

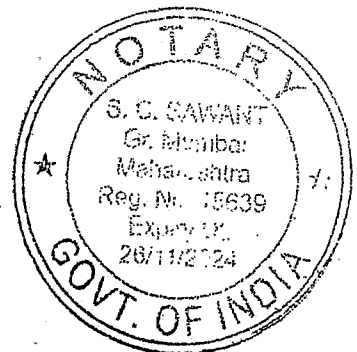
15. DIVIDEND, BONUS /RIGHT SHARES:

15.1. The Transferee Company and the Transferor Company shall not declare and pay dividends, whether interim or final, to their respective Equity Shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date.

15.2. The Transferor Company shall not, except with the consent of the Board of Directors of the Transferee Company, issue or allot any right shares or bonus shares.



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16. **MATTERS RELATING TO SHARE CERTIFICATES:**

The Share Certificates held by the Shareholders of the Transferor Company shall automatically stand cancelled without any necessity of them being surrendered to the Transferee Company.

PART III - GENERAL TERMS AND CONDITIONS

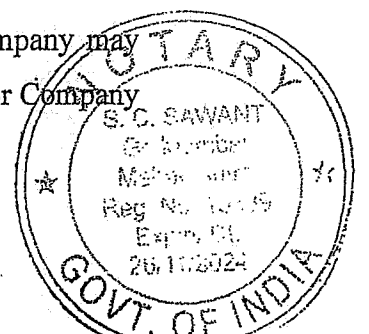
17. **APPLICATION TO NCLT**

Necessary applications and / or petitions by the Transferee Company and Transferor Company shall be made for the sanction of the Scheme of Amalgamation to the NCLT, for sanctioning of this Scheme under the provisions of law and obtain all approvals as may be required under the law.

18. **MODIFICATION OR AMENDMENTS TO THE SCHEME**

18.1. Subject to approval of NCLT, the respective Boards or the respective authorized representative appointed by the Board of the Transferee Company and the Transferor Company may assent to any modifications, alterations or amendments of this Scheme or any conditions which the Court and / or any other competent authority may deem fit to direct or impose and the said respective Boards and after dissolution of the Transferor Company, the Board of the Transferee Company may do all such acts, things and deeds necessary in connection with or to carry out the Scheme into effect and take such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any order of the Court or any directions or order of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and / or matters concerned or connected therewith.

18.2. In the event of any of the conditions that may be imposed by the NCLT or other authorities which the Transferor Company and/or the Transferee Company may find unacceptable for any reason, in whole or in part, then the Transferor Company and/or the Transferee Company are at liberty to withdraw the Scheme.



19. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

The Scheme is conditional upon and subject to:

- 19.1. The approval by the requisite majorities of the respective members and/or creditors (where applicable) of the Transferor Company and the Transferee Company, if required .
- 19.2. The sanction or approval of the authorities concerned being obtained and granted in respect of any of the matters for which such sanction or approval being required.
- 19.3. The sanction of the Scheme by the NCLT under Sections 230 to 232 of the Act and to the necessary order sanctioning the Scheme being filed with the Registrar of Companies, Mumbai.

20. OPERATIVE DATE OF THE SCHEME

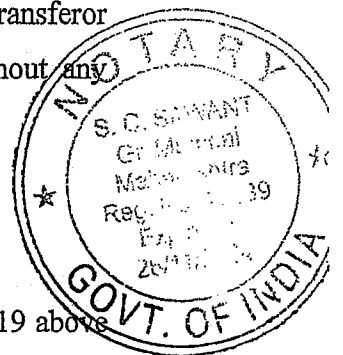
The Scheme, although operative from the Appointed Date, shall become effective from the Effective Date.

21. BINDING EFFECT

Upon the Scheme becoming effective, the same shall be binding on the Transferor Company and the Transferee Company and all concerned parties without any further act, deed, matter or thing.

22. EFFECT OF NON-RECEIPT OF APPROVALS

In the event any of the said approvals or sanctions referred to in Clause 19 above not being obtained or conditions enumerated in the Scheme not being complied with, or for any other reason, the Scheme cannot be implemented, the Boards of Directors or committee empowered thereof of the Transferor Company and the Transferee Company shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing



such mutual agreement, the Scheme shall become null and void and shall stand revoked, cancelled and be of no effect and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

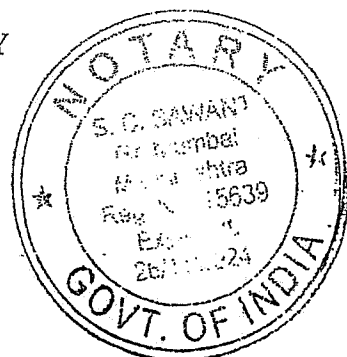
23. GIVING EFFECT TO THE SCHEME

- 23.1. For the purpose of giving effect to the Scheme, the Board of Directors of the Transferee Company or any Committee thereof, is authorised to give such directions as may be necessary or desirable and to settle as they may deem fit, any question, doubt or difficulty that may arise in connection with or in the working of the Scheme and to do all acts, deeds and things necessary for carrying into effect the Scheme.
- 23.2. On implementation of the Scheme, from the Appointed Date all the premises of the Transferor Company will become that of the Transferee Company. The registrations of the same with the respective Departments/authorities under the Income Tax Act, The Central Excise Act, the Central Sales Tax Act, Value Added Tax Acts, Goods and Service Tax, the Labor Acts like P.F./ E.S.I. Acts, Shop and Establishment Act etc. or any other statute or under any relevant Act(s) or enactments(s) will be considered to be in the name of the Transferee Company and for all purposes the said premises will separately be considered as place of removal of Transferee Company in terms of Sub-Section 3(c) of Section 4 of the Central Excise Act, 1944.

24. EFFECT OF SCHEME NOT GOING THROUGH

In the event of this Scheme failing to take effect finally for whatsoever reasons, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter se between the parties or their Shareholders or Creditors or employees or any other person.

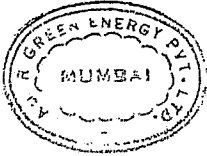
25. DISSOLUTION OF THE TRANSFEROR COMPANY



Upon the Scheme being sanctioned by an Order made by the NCLT under Sections 230 to 232 of the Act, the Transferor Company shall stand dissolved without winding up on the Effective Date.

26. COSTS

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.



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