

SCHEME OF AMALGAMATION

UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013

BETWEEN

Bangur Exim Private Limited

(Transferor Company 1)

AND

East Coast Powers Limited

(Transferor Company 2)

AND

Jayshree Chemicals Limited

(Transferee Company)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

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

AND RULES FRAMED THEREUNDER

PREAMBLE

This Scheme (as defined hereinafter) is presented under the Sections 230 to 232 and all other applicable provisions of the Companies Act, 2013 and rules framed thereunder and in accordance with Section 2(1B) and other relevant provisions of the Income-Tax Act, 1961, for the Amalgamation of Bangur Exim Private Limited and East Coast Powers Limited into Jayshree Chemicals Limited.



(A) DESCRIPTION OF COMPANIES:

- (i) **Jayshree Chemicals Limited ("Transferee Company 3" or "JCL")** is a listed company incorporated on 17 April 1962 under the provisions of Companies Act 1956 in the State of West Bengal and validly subsisting under the Companies Act,2013 (CIN: L24119WB1962PLC218608). The registered office of JCL is situated at 31, Chowringhee Road, Kolkata 700016, in the state of West Bengal. JCL is principally engaged, *inter-alia*, in the business trading of chemicals and generation of wind power. The equity shares of transferee company are listed and traded on the BSE Limited ("BSE") bearing ISIN: INE693E01016 & Scrip Code: 506520.
- (ii) **Bangur Exim Private Limited ("Transferor Company 1" or "BEPL")** is a company incorporated on 7 March 2011 under the provisions of Companies Act 1956 in the State of West Bengal and validly subsisting under the Companies Act,2013 (CIN: U52190WB2011PTC160317). The registered office of the Transferor Company 1 is situated at 31, Chowringhee Road, Kolkata 700016, in the state of West Bengal. BEPL is engaged in the business of trading of goods. BEPL is a wholly owned subsidiary of JCL.
- (iii) **East Coast Powers Limited ("Transferor Company 2" or "ECPL")** is a company incorporated on 14 February 2000 under the provisions of Companies Act 1956 in the State of Odisha and validly subsisting under the Companies Act,2013 (CIN: U40105WB2000PLC217963). The registered office of the Transferor Company 2 was later shifted to West Bengal and is currently situated at 31, Chowringhee Road, Kolkata 700016, in the state of West Bengal. ECPL is a wholly owned subsidiary of JCL and is yet to start its commercial operations.

(B) RATIONALE FOR THE SCHEME OF AMALGAMATION:

The proposed amalgamation envisaged under this Scheme is intended to achieve a simplified corporate structure by way of group reorganization. With a view of consolidating business structure under a single entity, the management proposes amalgamating the Transferor Companies into the Transferee Company.

The Scheme does not adversely affect the stakeholders and creditors of any of the Transferor Companies and Transferee Company.



The proposed Scheme of Amalgamation would inter alia result into the following benefits to the Parties and all other stakeholders including the Shareholders, Creditors and employees and will be in the long-term interest of the Parties, employees, and other stakeholders:

- Streamlining the current organization structure, by consolidating and simplification of group structure;
- Reduction in multiplicity of legal and regulatory compliances by reducing the number of legal entities;
- Reduction of management overlaps through Integrated, rationalized and streamlined management structure of the merged company;
- Avoid duplication of costs of administration resulting in cost optimization;
- Concentrated management focus and improved organizational capability;
- Eliminate the need for inter-company transactions between the Transferor Companies and the Transferee Company;
- Optimization of the allocated capital & availability of funds which can be deployed more efficiently to pursue the operational growth opportunities;

In view of the aforesaid, the Board of Directors of the Transferor Companies as well as the Transferee Company have considered and proposed the amalgamation of the entire undertakings and businesses of the Transferor Companies with the Transferee Company in order to benefit the stakeholders of both Transferor Companies and Transferee Company.

Accordingly, the Board of Directors of all the companies have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertakings and businesses of the Transferor Companies to the Transferee Company pursuant to the provisions of Section 230 to Section 232 of Companies 2013.

(C) TREATMENT OF THE SCHEME FOR THE PURPOSE OF THE INCOME-TAX ACT, 1961

For amalgamation of Transferor Company 1 and Transferor Company 2 with Transferee Company, this Scheme has been drawn up to comply with and fall within the definitions and conditions relating to "Amalgamation" as specified under Section 2(1B), Section 47 and any







other relevant provisions of the IT Act read with the applicable rules provided under the Income-tax Rules, 1962. If any of the terms or provisions of this Scheme are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the IT Act at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(1B) of the IT Act. Such modification will, however, not affect the other parts of the Scheme.

(D) PARTS OF THE SCHEME

The Scheme is divided into the following parts:

- (i) **Part I** deals with the Definitions, Date of taking Effect and Share Capital;
- (ii) **Part II** deals with the amalgamation of the Transferor Companies with the Transferee Company; and
- (iii) **Part III** deals with the other terms and conditions that would be applicable to this Scheme.



PART I

DEFINITIONS, DATE OF TAKING EFFECT AND SHARE CAPITAL

1. DEFINITIONS

- 1.1 In this Scheme, unless the meaning or context requires otherwise, the terms defined in the introductory paragraphs above shall have the same meanings throughout this Scheme; and the following words or expressions, wherever used, (including in the introductory paragraphs above) shall have the meanings set out below:
- (a) **"Act"** means the Companies Act, 2013 and rules and regulations made there under as may be applicable, including any statutory modification, re-enactments, or amendments thereof. References in this Scheme to particular provisions of the Act shall be deemed to mean and include references to particular provisions of the Companies Act, 2013 unless stated otherwise.
 - (b) **"Applicable Law"** means any statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders, or instructions having the force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force in India.
 - (c) **"Appointed Date"** in relation to the Scheme shall mean 01st April 2023 or such other date as may be approved by the National Company Law Tribunal or any other Appropriate Authority or the Board of Directors.
 - (d) **"Appropriate Authority" or "Governmental Authority"** means and includes any applicable Central, State or Local Government, legislative body, regulatory or administrative authority, Registrars of Companies, Regional Director, Reserve Bank of India, any stock exchanges, the Securities and Exchange Board of India agency or commission or any Court, Tribunal, Board, Bureau, or instrumentality thereof or arbitration or arbitral body having jurisdiction.
 - (e) **"Board of Directors" or "Board"** means the respective Board of Directors of the each of the companies under the Scheme and shall include any committee or sub-committee thereof constituted or appointed and authorized for the purposes of matters pertaining to this Scheme and or any other matter relating thereto.
 - (f) **"Effective Date"** means the opening hours of the day on which the last of approvals/conditions specified in Clause 19 of this Scheme are obtained or complied with. Reference to any references in this Scheme to "upon this Scheme becoming effective" or "upon coming into effect of this Scheme" or "upon the Scheme coming into effect" or "effectiveness of the Scheme" shall be construed to be a reference to the Effective Date.



- (g) **"Employees"** means all the permanent employees of the Transferor Companies who are on the payroll of the respective Transferor Company as on the Effective Date.
- (h) **"IT Act"** means the Income-tax Act, 1961.
- (i) **"IND AS"** means the Indian Accounting Standards prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015
- (j) **"Parties"** or **"Parties to the Scheme"** shall mean collectively the Transferor Company 1, the Transferor Company 2, and the Transferee Company and **"Party"** shall mean each of them, individually
- (k) **"RoC"** means the Registrar of Companies, West Bengal.
- (l) **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Amalgamation in its present form as submitted in accordance with the provisions of Sections 230 to 232 of the Act or with any modification(s), if any, made under Clause 18 of the Scheme or with such other modification/amendments as the NCLT or any other Governmental Authority may direct.
- (m) **"SEBI"** means the Securities and Exchange Board of India.
- (n) **"Stock Exchanges"** means the BSE Limited (BSE).
- (o) **"SEBI Circular"** means Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated 23 November 2021, and any amendments thereof, modifications issued pursuant to regulations 11, 37 and 94 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;
- (p) **"Tax" or "Taxes"** means any and all taxes (direct or indirect), surcharges, fees, levies, duties, tariffs, imposts and other charges of any kind in each case in the nature of a tax, imposed by any Governmental Authority (whether payable directly or by withholding), including income tax, tax on windfall or other profits, gross receipts, property, sales, severance, customs duties, excise duties, withholding tax, self-assessment tax, advance tax, service tax, goods and services tax, stamp duty, transfer tax, value-added tax, minimum alternate tax, banking cash transaction tax, securities transaction tax, and taxes withheld or paid in a foreign country (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto).
- (q) **"The Tribunal"** or **"NCLT"** means the National Company Law Tribunal at Kolkata having jurisdiction over the Transferor Companies and the Transferee Company.



- (r) **"Transferor Company 1" or "BEPL"** means Bangur Exim Private Limited, having CIN: U52190WB2011PTC160317 , a company governed under the Companies Act, 2013 and having its registered office at 31, Chowringhee Road, Kolkata 700016, in the state of West Bengal.
- (s) **"Transferor Company 2" or "ECPL"** means East Coast Powers Limited, having CIN: U40105WB2000PLC217963 , a company governed under the Companies Act, 2013 and having its registered office at 31, Chowringhee Road, Kolkata 700016, in the state of West Bengal.
- (t) **"Transferee Company" or "JCL"** means Jayshree Chemicals Limited, having CIN: L24119WB1962PLC218608, a company governed under the Companies Act, 2013 and having its registered office at 31, Chowringhee Road, Kolkata 700016, in the state of West Bengal.
- (u) **"Transferor Companies"** shall mean collectively the Transferor Company 1 and the Transferor Company 2.
- (v) **"The Undertaking"** shall mean the undertaking of the Transferor Companies and shall include (without limitation) entire business including:
- (i) All the assets and properties of the Transferor Companies, whether movable or immovable, tangible or intangible, whether corporeal or incorporeal, leasehold or otherwise including, without limitation, offices, plant and machineries, equipment, interests, capital work-in-progress, installations, appliances, tools, accessories, freehold, leasehold and any other title, interests or right in such immovable assets, buildings and structures, offices, furniture, fixtures, office equipment, computers, advances, deposits (including inter-corporate deposits), sundry debtors, inventories, cash and bank balances, shares, securities, bills of exchange, other fixed assets, trademarks, loans, inventory and work in progress wherever situated, on the Appointed Date;
 - (ii) All investments (including shares, scripts, stocks, bonds, debentures, debenture stock, units of mutual funds and other securities), whether listed or unlisted, if any, including dividends declared or interest accrued thereon of Transferor Companies.
 - (iii) Loans, inter-corporate deposits, and advances, including Capital Advances, pertaining to the Transferor Companies;
 - (iv) All the present and future debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date, both present and future, whether provided for or not in the books of accounts or disclosed in the balance sheet, whether secured or



unsecured, all guarantees, assurances, commitments and obligations of any kind, nature or description, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, pertaining to the Transferor Companies;

(v) All contingent liabilities, including arising out of any corporate guarantees, letters of comfort and / or any other similar non-fund-based credit pertaining to the Transferor Companies;

(vi) Without prejudice to the generality of sub-clauses above, the Undertaking of the Transferor Companies shall include:

a. all movable and immovable properties, capital work in progress, reserves, assets, including lease-hold rights, tenancy rights, industrial and other licenses, registrations, permits, authorizations, trademarks, patents and other industrial and intellectual properties, electrical connections, telephones, telex, facsimile and other communication, facilities and equipment, rights and benefits of all agreements, pending applications and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of the Transferor Companies;

b. all quotas, rights and licenses, assignments and grants thereof, all permits, registrations, rights under any agreement, contracts, government contracts, applications, memorandum of understanding, letters of intent, tender (including open tender), or any other contracts, approvals, regulatory approvals, consents, entitlements, industrial and other licenses, municipal permissions, goodwill, cash balances, bank balances, bank accounts, privileges, benefit of any deposits, financial assets, corporate guarantees or any other instruments of similar nature issued by the Transferor Companies and the benefits of any bank guarantees issued for the benefit of the Transferor Companies, deferred tax benefits, privileges, all other claims, rights, benefits and licenses, powers and facilities of every kind, nature and description whatsoever, rights to use and avail utilities, water and other services, provisions, funds, tenancies in relation to the office and/or residential properties for the employees, offices, patents, copyrights, investments and/or interest (whether vested, contingent or otherwise) in activities undertaken by the Transferor Companies, either solely or jointly with other parties, benefits of all agreements, contracts and



- arrangements and all other interests in connection with or pertaining to the Transferor Companies;
- c. all current assets including inventories, sundry debtors, receivables, cash, and bank accounts (including bank balances), fixed deposits, loans and advances, actionable claims, bills of exchanges and debit notes of the Transferor Companies;
- d. all books, records, files, papers, computer programs, manuals, data, catalogues, quotations, backup and other data and records whether physical or electronic form, directly or indirectly in connection with or pertaining to the Transferor Companies;
- e. all agreements, contracts, arrangements, understandings, engagements, deeds, and instruments including lease/license agreements, tenancy rights, equipment purchase agreements, and other agreements with the customers, purchase, and other agreements/contracts with the supplier/ manufacturer of goods/ service providers and all rights, title, interests, claims and benefits thereunder of the Transferor Companies;
- f. all application monies, advance monies, earnest monies and/or security deposits paid or deemed to have been paid and payments against other entitlements of the Transferor Companies;
- g. all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest monies and/ or security deposits paid or received by the Transferor Company, directly or indirectly in connection with or pertaining to the Transferor Companies;
- h. all intellectual property rights (including applications for registrations of the same and the right to use such intellectual property rights), trade and service names and marks, patents, copyrights, brands and other intellectual property rights of any nature whatsoever, trade secrets, confidential information, domain names, books, records, files, papers, software licences (whether proprietary or otherwise), data and all other records and documents, whether in physical or electronic form relating to the business activities and operations of the Transferor Companies;
- i. Amounts claimed by the Transferor Companies whether or not so recorded in their books of account from any person including Governmental Authority,



under any law, act, or rule in force, as refund of any tax, duty, cess or of any excess payment;

- j. Right to any claim not preferred or made by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, with regard to any law, act or rule or scheme made by the Governmental Authority, and in respect of set-off, carry forward of un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the IT Act, or taxation laws of other countries, or any other or like benefits under the said acts or under and in accordance with any law or act, whether in India or anywhere outside India; and all employees of the Transferor Companies.

1.2 All terms and words used but 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, as the case may be or any statutory modification or re-enactment thereof for the time being in force.

1.3 References to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications, or supplement(s) to, or replacement or amendment of, that law or legislation or regulation;

1.4 References to any of the terms 'taxes', 'duty', 'levy', 'cess' in the Scheme shall be construed as reference to all of them whether jointly or severally.

1.5 Any reference to any statute or statutory provision shall include:

- (i) all subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted, or consolidated from time to time) and any retrospective amendment; and
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the transaction entered into under this Scheme and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced.



- 1.6 Words denoting the singular shall include the plural and words denoting any gender shall include all genders. Words of either gender shall be deemed to include all the other genders.
- 1.7 Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information Only and shall not form part of the operative provisions of this Scheme or the schedules hereto and shall be ignored in construing the same.
- 1.8 Words directly or indirectly mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and direct or indirect have the correlative meanings.
- 1.9 The words "include" and "including" are to be construed without limitation.
- 1.10 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words shall refer to this entire Scheme or specified Clauses of this Scheme, as the case may be.
- 1.11 Unless the context provides otherwise, any reference to the Preamble, Recital, Article, Clause, Section, Paragraph or Schedule shall be a reference to the preamble, recital, article, clause, section, paragraph, or schedule of this Scheme.
- 1.12 Any reference to a document includes an amendment or supplement to, or replacement or novation of, that document.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein, in its present form or with any modification(s) approved or imposed or directed by the Hon'ble NCLT, Stock exchanges, SEBI or any other Appropriate Authorities, as the case may be, in terms of Clause 19 of the Scheme, shall be operative from the Effective Date and effective from the Appointed Date.

3. SHARE CAPITAL

- 3.1 The share capital of Transferor Company 1, as on 31st March 2023 is an under:

Share Capital	Amount (INR)
Authorized Share Capital	
50,000 Equity Shares of INR 10/- each	5,00,000
Total	5,00,000
Issued, subscribed and paid-up Share Capital	
10,000* Equity Shares of INR 10/- each fully paid up	1,00,000
Total	1,00,000



**Notes: Entire issued share capital of the Transferor Company 1 ("BEPL") is held by the Transferee Company ("JCL").*

There is no change in the capital structure of BEPL, the Transferor Company 1, after the aforesaid date.

3.2 The share capital of Transferor Company 2, as on 31st March 2023 is an under:

Share Capital	Amount (INR)
Authorized Share Capital	
10,00,000 Equity Shares of INR 10/- each	1,00,00,000
Total	1,00,00,000
Issued, subscribed and paid-up Share Capital	
6,50,000* Equity Shares of INR 10/- each fully paid up	65,00,000
Total	65,00,000

**Notes: Entire issued share capital of the Transferor Company 2 ("ECPL") is held by the Transferee Company ("JCL").*

There is no change in the capital structure of ECPL, the Transferor Company 1, after the aforesaid date.

3.3 The share capital of Transferee Company, as on 31st March 2023 is an under:

Share Capital	Amount (INR)
Authorized Share Capital	
5,50,00,000 Equity Shares of INR 10/- each	55,00,00,000
Total	55,00,00,000
Issued, subscribed and paid-up Share Capital	
2,93,26,457* Equity Shares of INR 10/- each fully paid up	29,32,64,570
Total	29,32,64,570

**Notes: Equity shares of the Transferee Company are listed on BSE.*

There is no change in the capital structure of JCL, the Transferee Company, after the aforesaid date.



PART II

AMALGAMATION OF BEPL AND ECPL WITH JCL

4. TRANSFER AND VESTING OF THE UNDERTAKING OF THE TRANSFEROR COMPANIES INTO THE TRANSFEREE COMPANY

- 4.1 Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, the whole of the Undertaking of the Transferor Companies, shall, pursuant to Section 230 to 232 of the Act and other relevant provision of the Act and the order of the NCLT sanctioning the Scheme, without any further act, instrument or deed, stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company so as to become the business, assets and properties of the Transferee Company as part of and consequent upon the amalgamation pursuant to provisions of Section 230 to 232 of the Act and all other applicable provisions of the Act and in compliance of Section 2(1B) of the IT Act.
- 4.2 Upon the coming into effect of this Scheme and with effect from the Appointed Date, in so far as the immovable properties, if any, of the Transferor Companies are concerned, all the rights of the Transferor Companies in immovable properties shall stand transferred to the Transferee Company automatically without the requirement of execution of any further documents for registering the name of the Transferee Company as owner thereof and the regulatory authorities, including Sub-registrar of Assurances, Talati, Tehsildar, Municipality, Collector, Mamlatdar, West Bengal Industrial Development Corporation, etc. may rely on the Scheme along with the copy of the Order passed by the NCLT to make necessary mutation entries and changes in the land or revenue records to reflect the name of the Transferee Company as owner of the immovable properties.
- 4.3 Upon the coming into effect of this Scheme and with effect from the Appointed Date, with respect to the assets forming part of the Undertaking of the Transferor Companies that are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall stand transferred to and vested in, without any further act or execution of an instrument with the intent of vesting such assets in, the Transferee Company and shall, upon such transfer, become the property, estate, assets, investments, rights, title, interest and authorities of the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or novation 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.



- 4.4 Upon the coming into effect of this Scheme and with effect from the Appointed Date, with respect to the assets of the Undertaking of the Transferor Companies other than those referred to in the above clauses, including sundry debtors, receivables, bills, credits, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, development rights, advances paid to any parties for acquisition of development rights, earnest money and deposits, if any, with government, semi-government, local and other authorities and bodies or with any company or other persons, shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in Transferee Company pursuant to the provisions of Section 230 to 232 of the Act. It is hereby clarified that all the investments made by Transferor Companies and all the rights, title, and interests of Transferor Companies in any leasehold properties in relation to the Undertaking of the Transferor Companies shall, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in Transferee Company pursuant to provisions of Section 230 to 232 of the Act and the provisions of this Scheme.
- 4.5 Upon the Scheme becoming effective and with effect from the Appointed Date, all the licenses, permits, quotas, approvals (including, but not limited to, environmental approvals, statutory and regulatory approvals), no-objection certificates, incentives, permissions, registrations, tax exemptions, accumulated tax losses, unabsorbed depreciation, Minimum Alternate Tax Credit entitlement, tax benefits including the benefits under Chapter VI-A of the IT Act, concessions or deferrals, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation Schemes, special status and other benefits or privileges enjoyed or conferred upon or held or availed by, and all rights and benefits that have accrued or may accrue to, the Transferor Companies before or after the Appointed Date and prior to the Effective Date, shall pursuant to the provisions of Section 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge, be transferred to and vest in or be deemed to have been transferred to and vested in and be available to the Transferee Company so as to become on and from the Appointed Date, the licenses, permits, quotas, approvals (including, but not limited to, environmental approvals, statutory and regulatory approvals), no-objection certificates, incentives, permissions, registrations, tax exemptions, accumulated tax losses, unabsorbed depreciation, MAT Credit entitlement, tax benefits including benefits under Chapter VI-A of the IT Act, concessions or deferrals, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation Schemes, special status and other benefits or privileges of Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in law.
- 4.6 Upon the Scheme becoming effective and until the licenses, permit, quotas, approvals, (including, but not limited to, environmental approvals, statutory and regulatory approvals), no-objection certificates, incentives, permissions, registrations, tax exemptions, accumulated tax



losses, unabsorbed depreciation, MAT Credit entitlement, tax benefits including benefits under Chapter VI-A of the IT Act, concessions or deferrals, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation Schemes, special status are transferred, vested, recorded, effected and / or perfected, in the records of the Appropriate Authorities, in favour of the Transferee Company, the Transferee Company is authorized to carry on business in the name and style of the Transferor Companies and under the relevant license and or permit and/or approval, as the case may be, and the Transferee Company shall keep a record and/or account of such transactions, as if the Transferor Companies has not been amalgamated.

- 4.7 Upon the Scheme becoming effective and with effect from the Appointed Date, all income, expenses, debts, liabilities, including, without limitation, all secured and unsecured debts, sundry creditors, contingent liabilities, duties, obligations of the Undertaking of the Transferor Companies, of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilized for its business activities and operations, shall, pursuant to the sanction of this Scheme by the NCLT, as the case may be, 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 Companies 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.
- 4.8 All debts, liabilities, duties and obligations of the Undertaking of the Transferor Companies shall, as on the Appointed Date, whether or not provided in the books of the Transferor Companies, and loans raised and used, and all debts, duties, liabilities and obligations incurred or which arise or accrue to the Transferor Companies on or after the Appointed Date till the Effective Date shall be deemed to be and shall become the debts, loans raised and used, duties, liabilities and obligations of the Transferee Company by virtue of this Scheme.
- 4.9 Where any such debts, liabilities, duties, and obligations of the Undertaking of the Transferor Companies as on the Appointed Date have been discharged by the Transferor Companies on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the Scheme becoming effective.
- 4.10 All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Undertaking of Transferor Companies 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 Scheme becoming effective 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.

- 4.11 The transfer and vesting of the Undertaking of the Transferor Companies shall be subject to the existing securities, charges, mortgages, and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof forming part of the Transferor Companies to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Transferor Companies.
- 4.12 For the avoidance of doubt, it is clarified that upon the Scheme becoming effective, 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 Transferor Companies, 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 Transferor Companies shall be transferred to and vested in Transferee Company.
- 4.13 Upon the Scheme being effective, with effect from Appointed Date, in so far as the various incentives, tax exemption and benefits, subsidies, grants, special status and other benefits or privileges including in respect of income tax (including Minimum Alternative Tax), excise (including Modvat / Cenvat), customs, VAT, sales tax, service tax, goods and services tax ('GST') etc., granted by any Appropriate Authority, enjoyed or availed of by Transferor Companies are concerned, the same shall, without any further act or deed, stand transferred to and vest with and be available to Transferee Company on the same terms and conditions.
- 4.14 Any amount including refund under the Tax Laws due to Transferor Companies consequent to the assessment proceedings or otherwise and which have not been received by the Transferor Companies as on the date immediately preceding the Appointed Date shall also belong to and be receivable by Transferee Company upon the Scheme being effective.
- 4.15 Without prejudice to the above provisions, with effect from the Appointed Date, all inter-party transactions between or amongst the Transferor Companies and /or the Transferee Company shall be considered as intra-party transactions for all purposes.



- 4.16 Upon the Scheme becoming effective and with effect from the Appointed Date, all the inter-company balances between or amongst the Transferor Companies and /or the Transferee Company shall stand cancelled.
- 4.17 The Transferee Company may at any time after the coming into effect of the Scheme and with effect from the Appointed Date, if so required under the provisions of any law for the time being in force or otherwise at its discretion, execute deeds of confirmation, in favour of the secured creditors of the Transferor Companies or in favour of any other party as directed by the Transferor Companies with regard to any contract or arrangement to which the Transferor Companies are a party or any other writings that may be necessary to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such confirmation in writing on behalf of the Transferor Companies and to implement or carry out all such formalities or compliance referred to above on behalf of the Transferee Company.
- 4.18 All taxes (including income tax, sales tax, excise duty, service tax, VAT, CGST, IGST, SGST, GST Compensation Cess, custom duty, etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the business before the Appointed Date, on account of the Undertaking of the Transferor Companies and, insofar as it relates to the tax payments (including without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, CGST, IGST, SGST, etc.), whether by way of deduction at source, advance tax, tax liabilities, refunds or claims or otherwise howsoever, by the Transferor Companies in respect of the profits from activities of 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.
- 4.19 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) of the Transferor Companies, cannot be transferred to the Transferee Company for any reason whatsoever, then directors of the Transferor Companies shall hold such assets in trust for the benefit of the Transferee Company till such period when the transfer becomes possible.

5. CONSIDERATION AND CANCELLATION OF SHARE CAPITAL OF THE TRANSFEROR COMPANIES

The Transferor Company 1 and Transferor Company 2 are wholly owned subsidiaries of the Transferee Company. Hence, upon the coming into effect of this Scheme, and in consideration of the transfer of and vesting of the Undertakings of the Transferor Companies in the Transferee Company, all the shares issued by Transferor Company 1 and Transferor Company 2 which is held by the Transferee Company and/or its nominees shall stand cancelled and extinguished



without any further application, act, or deed and in lieu thereof, no allotment of any shares of the Transferee Company shall be made to any person whatsoever.

6. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY

- 6.1 Upon the coming into effect of this Scheme, the Transferee Companies shall account for the amalgamation in its books of account with effect from the Appointed Date as per the "Pooling of Interest" method specified under Appendix C of the Indian Accounting Standard - 103 - "Business Combinations" (IND AS 103) prescribed under Section 133 of the Companies Act 2013, read with the relevant rules issued thereunder and other generally accepted accounting principles of India.
- 6.2 The Transferee Company shall record the assets and liabilities of the Transferor Companies vested in it pursuant to this Scheme, at their respective carrying values and in the same form as appearing in the books of the Transferor Companies. The identity of the reserves of Transferor Companies shall be preserved and the Transferee company shall record the reserves of the Transferor Companies in the same form, manner and at the same values as they appear in the financial statements of the respective Transferor Company.
- 6.3 Upon coming into effect of this Scheme, to the extent that there are inter-company loans, advances, deposits, balances or other obligations inter-se between Transferor Companies and/or between the Transferor Companies 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 removal of doubt, it is clarified that in view of the above, there would be no accrual of interest or other charges in respect of any such inter-company investments, loans, advances, deposits, balances or other obligations.
- 6.4 Upon coming into effect of this Scheme, the investment held by the Transferee Company into the Transferor Companies shall automatically stand cancelled, without any further application, act, or deed.
- 6.5 Any surplus/deficit, if any arising after taking the effect of Clauses 6.2 to 6.4 shall be transferred to Capital Reserve in the financial statements of the Transferee Company and shall be presented separately from other capital reserves with disclosure of its nature and purpose in the notes;
- 6.6 In case of any differences in accounting policies between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail to ensure that the financial statements reflect the financial position based on the consistent accounting policies.



6.7 All costs and expenses incurred as per Clause 22 of the Scheme as well as other costs, whether of the Transferor Companies or of the Transferee Company, incidental with the finalization of this Scheme and to put it into operation, including expenses in connection with license registration, advisory fees, stamp duty charges, meeting expenses, professional fees, consultant fees & expenses and any other expenses or charges attributable to the implementation of the Scheme, shall be adjusted in the Profit and Loss Account in the books of the Transferee Company, after coming into effect of the Scheme;

6.8 To comply with the provisions of the Act along applicable Accounting Standards, the IT Act and other relevant laws, the Transferee Company (by its Board of Directors) may alter or modify the provisions of the Clauses 6.1 to 6.7, as they may deem fit and consider necessary, to settle any question arising out of the Scheme.

7. STAFF, WORKMEN AND EMPLOYEES

7.1 On the Scheme becoming effective, all staff and employees of the Transferor Companies as on the Effective Date shall be deemed to have become staff and employees of the Transferee Company without any break or interruption in their services, on same terms and conditions of their employment with the respective Transferor Companies. The Transferee Company further agrees that for the purpose of payment of any retirement benefit/compensation, such immediate uninterrupted past service with the respective Transferor Companies shall also be taken into account.

7.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts, if any, created or existing for the benefit of the staff and employees of the Transferor Companies, or all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such Fund or Funds shall become those of the Transferee Company. It is clarified that the Transferee Company shall carry out such steps as may be necessary to register the employees of the Transferor Companies, with its existing exempt Gratuity trust and exempt Provident Fund trust or Employee's Provident Fund Organization or any other government provident fund organization, as per the provisions of applicable regulations and the same shall be binding on all employees. It is clarified that the services of the staff and employees of the Transferor Companies will be treated as having been continuous for the purpose of the said Fund or Funds.










8. LEGAL PROCEEDINGS

- 8.1 Upon the Scheme becoming effective, all legal proceedings, suit, cause of actions, appeal or other legal, quasi-judicial, arbitral or other administrative proceedings of whatever nature (hereinafter referred to as 'Proceedings') by or against the Transferor Companies whether pending on and/or arising before the Effective Date shall not abate, be discontinued or be in any way prejudicially affected by reason of the amalgamation of the Transferor Companies with the Transferee 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 manner and to the same extent as it would or might have been continued and enforced by or against the Transferor Companies. On and from the Effective Date, the Transferee Company may initiate any Proceedings which were earlier in the name of the Transferor Companies.
- 8.2 The Transferee Company undertakes to have, all respective legal or other proceedings initiated by or against the Transferor Companies, transferred into its name and to have the same continued, prosecuted and enforced by or against Transferee Company, as the case may be, to the exclusion of Transferor Companies.
- 8.3 The transfer and vesting of the undertaking of the Transferor Companies under the Scheme and the continuation of the Proceedings by or against the Transferee Company under the aforesaid sub-clauses shall not affect any transaction or proceedings already completed by the Transferor Companies on or after the Appointed Date and prior to this Scheme becoming effective to the end and intent that the Transferee Company accepts all acts, deeds and things done and executed by and/or on behalf of the Transferor Companies as acts, deeds and things being done and executed by and on behalf of the Transferee Company.

9. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

- 9.1 Upon the coming into effect of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature and to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall, notwithstanding anything to the contrary contained therein but subject to the other provisions of this Scheme, continue in full force and effect on or against or in favor of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto or there under.



- 9.2 Without prejudice to the amalgamation of the Transferor Companies with the Transferee Company, the Transferee Company may, at any time after this Scheme becomes effective, if so required or becomes necessary, enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations with or in favor of any party to any agreements, contracts, arrangements, understandings, bonds, engagements, deeds, and instruments. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings, or confirmations on behalf of the Transferor Companies and to implement or carry out all formalities required on the part of the Transferor Companies to give effect to the provisions of this Scheme.
- 9.3 For the avoidance of doubt, it is clarified that upon the coming into effect of this Scheme, all permits, authorizations, licences, consents, registrations, approvals, municipal permissions, insurance policies, connections for water, electricity and drainage, sanctions, obligations/benefits arising out of bank guarantees given with respect to any appeals with the relevant authorities, privileges, easements and advantages, facilities, rights, powers and interests (whether vested or contingent) shall stand transferred to and vested in or shall be deemed to be transferred to and vested in the Transferee Company as if the same were originally given or issued to or executed in favor of the Transferee Company, and the rights and benefits under the same shall be available to the Transferee Company.
- 9.4 In pursuance of the Scheme, the Transferor Companies and the Transferee Company shall agree to execute suitable agreements, deeds, affidavits, consent letters, power of attorney, applications and other documents and enter into such arrangements as may be required for giving effect to this Scheme.

10. TAX CREDITS

- 10.1 The benefit of any tax credits whether central, state, or local, availed by the Transferor Companies and the obligations, if any, for payment of the tax on any assets of the Transferor Companies on their erection and/or installation, etc., shall be deemed to have been availed by the Transferee Company or as the case may be, deemed to be the obligations of the Transferee Company. Consequently, and as the Scheme does not contemplate removal of any asset by the Transferee Company from the premises in which it is installed, no reversal of any tax credit needs to be made.
- 10.2 Without prejudice to the generality of the above, all benefits, incentives, accumulated tax losses and unabsorbed depreciation as per the IT Act, tax benefits including benefits under Chapter-VI-A of the IT Act, deductions otherwise admissible under sections 40, 40A, 43B etc. of the IT Act, credits (including, without limitation, in respect of income tax, tax deducted at source, wealth tax, indirect taxes, etc.) to which the Transferor Companies are entitled in terms of



Applicable Laws, shall be available to and vest in the Transferee Company, upon this Scheme coming into effect.

10.3 With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/receivable by the Transferor Companies including all or any refunds/credit including minimum alternate tax credit/claims relating thereto shall be treated as the asset/liability or refunds/credit including minimum alternate tax credit/claims, as the case may be, of Transferee Company. Transferee Company shall be entitled to get credit/claim refund regarding any tax paid and/or tax deduction at source certificates on or after the Appointed Date by the Transferor Companies.

10.4 In order to give effect of the Scheme, the Transferor Companies and the Transferee Company are expressly permitted to revise and file their respective income-tax returns and other statutory returns including but not limited to returns related to income-tax deducted / collected at source, service tax returns, excise returns, sales tax / VAT returns, GST returns, Professional tax returns and any other returns, as may be applicable and, to claim refunds, advance tax credits, excise and service tax credits, unutilized input tax credit of CGST, IGST, SGST, GST Compensation Cess, set off, etc. on the basis of the accounts of the Transferor Companies, as vested with the Transferee Company upon coming into effect of this Scheme and its right to make such revisions in the related tax returns and related certificates, as applicable, and the rights to claim refunds, adjustments, credits, set-offs, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly reserved. The Transferor Companies and the Transferee Company shall be entitled to revise and file the returns without incurring any liability on account of interest, penalty, or any other sum notwithstanding that the statutory period for such revision and filing may have expired.

10.5 All the expenses incurred by the Transferor Company and/or by the Transferee Company in relation to the amalgamation of the Transferor Company with the Transferee Company as per this Scheme, including stamp duty expenses, if any, shall be allowed as deduction to Transferee Company in accordance with Section 35DD of the IT Act over a period of 5 (five) years beginning with the previous year in which the Scheme becomes effective.

11. BUSINESS AND PROPERTY IN TRUST AND CONDUCT OF BUSINESS FOR TRANSFEE COMPANY

11.1 With effect from the date on which the Board of Directors of the Transferor Companies approve the Scheme and up to and including the Effective Date, the Transferor Companies 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 the Undertaking of the Transferor Companies for and on account of, and in trust for Transferee



Company and shall account for the same to the Transferee Company. The Transferor Companies hereby undertake to hold the said Undertaking with utmost prudence until the Effective Date on behalf of the Transferee Company.

11.2 With effect from the date on which the Board of Directors of the Transferor Companies approve the Scheme and up to and including the Effective Date, the Transferor Companies shall preserve and carry on their businesses and activities with reasonable diligence and business prudence and shall not, without the prior consent in writing of any of the persons authorized by the Board of Directors of the Transferee Company:

- a) alter or diversify their respective businesses,
- b) venture into any new business,
- c) undertake (i) any material decision in relation to their businesses and affairs and operations; (ii) any agreement or transaction, other than an agreement or transaction in the ordinary course of business; (iii) any new business, or discontinue any existing business or change the installed capacity of facilities; (iv) any additional financial commitments of any nature whatsoever,
- d) borrow any amounts nor incur any other liabilities or expenditure,
- e) issue any additional guarantees, indemnities, letters of comfort or commitments.
- f) or sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with its assets or any part thereof,

except in the ordinary course of business, or pursuant to any pre-existing obligations undertaken by the Transferor Companies prior to the date of acceptance of the Scheme by their respective Boards.

11.3 With effect from the date on which the Board of Directors of the Transferor Companies approve the Scheme and up to and including the Effective Date, the Transferor Companies shall not vary the terms and conditions of employment of any of their employees, without the prior consent in writing of any of the persons authorised by the Board of Directors of Transferee Company, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken by the Transferor Companies prior to the date of the said Board meeting.

11.4 With effect from the date on which the Board of Directors of the Transferor Companies approve the Scheme and up to and including the Effective Date, the Transferor Companies and Transferee Company shall not, without the prior written approval of the Board of Directors of the others, make any change in their capital structure i.e. Share Capital, whether by way of



increase, decrease, reduction, re-classification, sub-division or consolidation, re-organisation, or in any other manner.

- 11.5 The Transferee Company shall be entitled to depute its employees and/or representatives to the office of the Transferor Companies to ensure compliance with the provisions of this Scheme.
- 11.6 The Transferee Company shall be entitled, pending the 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 Transferee Company may require to carry on the business of the Transferor Companies and to give effect to the Scheme.
- 11.7 Even after the Scheme becoming effective, the Transferee Company shall be entitled to operate all bank accounts relating to Transferor Companies and realize all monies and complete and enforce all pending contracts and transactions in the name of Transferor Companies in so far as may be necessary until the transfer and vesting of rights and obligations of the Transferor Companies to the Transferee Company under this Scheme is formally effected by the parties concerned.

12. DIVIDENDS

- 12.1 The Transferor Companies and the Transferee Company shall be entitled to declare and pay dividends to their respective shareholders in respect of the accounting period ending 31st March 2024 consistent with the past practice or in ordinary course of business, whether interim or final. Any other dividend shall be recommended / declared only by the mutual consent of the concerned parties.
- 12.2 It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Transferor Companies and the Transferee Company to demand or claim or be entitled to any dividends which, subject to the provisions of the Act, shall be at the discretion of the respective Boards of the Transferor Companies and the Transferee Company, and subject to approval, if required, of their shareholders.

13. DISSOLUTION OF THE TRANSFEROR COMPANIES WITHOUT WINDING UP

- 13.1 On the Scheme becoming effective, the Transferor Companies shall stand dissolved without being wound up and without any further act by the parties.



13.2 On and with effect from the Effective Date, the name of the Transferor Companies shall be struck off from the records of the RoC. The Transferee Company shall make the necessary filings in this regard. On and with effect from the Effective Date, the name of the Transferor Companies shall be removed or apply to change in all the authorities wherever concerned.

13.3 Any obligations or steps which need to be undertaken by the Transferor Companies pursuant to the sanction of this Scheme shall be fulfilled by the Transferee Company.

14. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the Scheme, the transfer of the Undertaking, licences, permits, registrations, memberships, approvals and liabilities as specified under this Scheme and the continuance of the Proceedings by or against the Transferee Company under Clause 8 of the Scheme shall not affect any transaction or proceedings already concluded by the Transferor Companies, on or before the Appointed Date, or after the Appointed Date 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 Companies in respect thereto as done and executed on behalf of the Transferee Company.

15. VALIDITY OF EXISTING RESOLUTIONS, ETC

Upon the coming into effect of this Scheme, the resolutions of the Transferor Companies, as are considered necessary by the Board of Directors of the Transferee Company and which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act or any other applicable statutory provisions, then said limits, as are considered necessary by the Board of Directors of Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

16. CONSOLIDATION OF AUTHORISED SHARE CAPITAL & OBEJCT CLAUSE OF THE TRANSFEROR COMPANIES WITH THE AUTHORISED SHARE CAPITAL & OBJECT CLAUSE OF THE TRANSFEE COMPANY

16.1 Upon the Scheme coming into effect and consequent upon the amalgamation of the Transferor Companies with the Transferee Company becoming effective, (a) Authorized Share Capital of the Transferor Company 1 viz. BEPL being INR 5,00,000/- (Rupees Five Lakh only) and (b) Authorized Share Capital of the Transferor Company 2 viz. ECPL being INR 1,00,00,000 (Rupees One Crore only) - shall be consolidated with the Authorized Share Capital of the Transferee Company, without any further act or deed and without any further payment of stamp







duty or the registration fees and accordingly, the Memorandum of Association of the Transferee Company (relating to the Authorized Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended. For this purpose, the stamp duty and ROC fees already paid on the authorized capital of the Transferor Companies shall be utilized and applied to the increased authorized share capital of Transferee Company and there would be no requirement for any other further payment of stamp duty and ROC fees by the Transferee Company for increase in the authorized share 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 shall be required to be followed under the Act.

Further, in order to give effect of the Scheme and consequent upon the amalgamation of the Transferor Companies with the Transferee Company becoming effective, the Authorized Share Capital of the Transferee Company post the aforesaid consolidation shall stand amended as under:

Share Capital	Amount (INR)
<u>Authorized Share Capital</u>	
5,60,50,000 Equity Shares of INR 10/- each	56,05,00,000
Total	56,05,00,000
<u>Issued, subscribed and paid-up Share Capital</u>	
2,93,26,457 Equity Shares of INR 10/- each fully paid up	29,32,64,570
Total	29,36,75,470

Consequently, Clause 5 of the Memorandum of Association of the Transferee Company relating to the Authorized Share Capital shall, without any further act, instrument, or deed, be and stand altered, modified, and amended pursuant to Sections 13, 14, 61 and 230-232 of the Companies Act, 2013 and other applicable provisions of the Act.

"The Authorized Share Capital of the Company is Rs. 56,05,00,000/- divided into 5,60,50,000 Equity Shares of Rs. 10/- each with the rights and privileges and conditions attaching thereto as are provided by Articles of Association of the Company for the time being with the power to increase and reduce the capital and divide the shares in the Capital for the time being into several classes and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being and to vary, modify or abrogate any such right, privilege, condition in such manner as may be permitted by The Companies Act, 2013 or any other law relating to the companies for the time being in force."



16.2 Object Clause:

- (i) Upon the Scheme becoming effective, the Main Objects of the Transferor Company 1 and Transferor Company 2 shall be added to the Main Objects of the Transferee Company except ones which are already present as the objects of the Transferee Company. Accordingly, Clause 3 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 the Act.
- (ii) In order to carry on the activities currently being carried on by the Transferor Company 1 and Transferor Company 2 upon the approval of the Scheme by the members of the respective companies and the Transferee Company pursuant to Sections 230 to 232 of the Act, it shall be deemed that the members of the Transferee Company have also resolved and accorded all relevant consents under Section 13 or any other provisions of the Act for the commencement of any business or activities currently being carried on by the Transferor Company 1 and Transferor Company 2 in relation to the objects contained in the Memorandum of Association of the Transferee Company, to the extent the same may be considered applicable. In particular, the Transferee Company would be allowed to carry on the business as per the objectives added as above with effect from the Appointed Date. It is clarified that there will be no need to pass a separate resolution as required under Section 13 or any other provisions of the Act.

16.3 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 and Change in the Object Clause as mentioned in the aforesaid sub-clauses shall become operative on the scheme being effective without any further act or deed. The approval granted to the Scheme as a whole by the shareholders of the Transferor Companies and Transferee Company, at their respective meetings, shall amount to their approval to all the above amendments, as envisaged under Sections 13, 14, 61, 62, 64 and 66 of the Act or any other provisions of the Act, as may be applicable and the Transferee Company shall not be required to pass separate resolutions as required under the Act, nor any additional fees (including fees and charges to the relevant Registrar of Companies) or stamp duty, shall be payable by the Transferee Company in this regard.



PART – III

OTHER TERMS AND CONDITIONS

17. APPLICATIONS TO NCLT OR OTHER APPROPRIATE AUTHORITIES

17.1 The Transferor Companies and the Transferee Company shall, with all reasonable dispatch, make necessary applications under Sections 230 to 232 and/or other applicable provisions of the Act to the NCLT or such other Appropriate Authority, where the registered offices of the Transferor Companies and the Transferee Company are situated, for seeking order for dispensing with or convening, holding and conducting of meeting of the members and/or creditors of the Transferor Companies and the Transferee Company, as may be directed by the NCLT or such other Appropriate Authority for approval of this Scheme and all matters ancillary or incidental thereto.

17.2 On the Scheme being approved by the requisite majorities of the members and/or creditors of the Transferor Companies and the Transferee Company, whether at a meeting or by consents, as prescribed under the law and/or as directed by the NCLT or such other Appropriate Authority, the Transferor Companies and the Transferee Company shall, with all reasonable dispatch, apply to the NCLT or such other Appropriate Authority for sanctioning of the Scheme under Sections 230 to 232 of the Act, and for such other order or orders, as the NCLT or such other authority may deem fit for carrying this Scheme into effect.

18. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

18.1 The Transferor Companies and the Transferee Company by their respective Board of Directors or such other person(s), as the respective Board of Directors may authorize including any committee or sub-committee thereof, may make and/or give consent to any modifications/amendments to the Scheme or to any conditions or limitations that the NCLT or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable, or appropriate by them. The Transferor Companies and the Transferee Company, by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize including any committee or sub-committee thereof, shall be authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith. In case, post approval of the Scheme by the NCLT, there is any confusion in interpreting any clause of this Scheme, or otherwise, Board of Directors of the Transferor Companies and the Transferee Company will have complete power to take the most sensible interpretation so as to render the Scheme operational.



- 18.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Board of Directors of the Transferor Companies and the Transferee Company may give and are hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.
- 18.3 The Transferor Companies and Transferee Company, acting through their respective Boards of Directors, shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the NCLT or any authority/person or the lenders is unacceptable to any of them or otherwise if so mutually agreed.

19. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

The Scheme is and shall be conditional upon and subject to the following:

- (i) Approval of the Scheme by requisite majority in number and value of each class of shareholders and creditors (where applicable) of the Transferor Companies and the Transferee Company and such classes of persons of the said Companies, if any, as applicable or as may be required under the Act and/or as may be directed by the NCLT;
- (ii) The Scheme being sanctioned by the NCLT under Sections 230 to 232 or other applicable provisions of the Act and/or any Appropriate Authority;
- (iii) Certified or authenticated copy of the final order of the NCLT sanctioning this Scheme under the provisions of Sections 230 to 232 of the Act and/or any Appropriate Authority, being filed with the RoC either by way of filing required e-forms with Ministry of Corporate Affairs portal or otherwise.

20. COMPLIANCE WITH SEBI REGULATIONS

- 20.1 The Transferee Companies will comply with the provisions of the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI Circulars, Listing Agreements, SEBI Regulations, other applicable provisions, if any, in connection with this Scheme and other connected matters.
- 20.2 Since the present Scheme solely provides for amalgamation of wholly owned subsidiaries with their holding company, no formal approval, NOC or vetting is required from the Stock Exchange(s) or SEBI for the Scheme, in terms of the provisions of the SEBI Circular and any other applicable provisions, if any.



20.3 In terms of the SEBI Scheme Circular, the present Scheme of Amalgamation is only required to be filed with the Stock Exchange(s) for the purpose of disclosure and dissemination on their websites.

21. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

- 21.1 In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the NCLT or such other competent authority and/or Order or Orders not being passed as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* between the Transferor Companies and the Transferee Company or their respective shareholders or creditors or employees or any other person and save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights, liabilities or obligations which have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the Applicable Law and in such case, each party shall bear its own costs unless otherwise mutually agreed.
- 21.2 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of the Transferor Companies and the Transferee Company.
- 21.3 However, if any particular clause of this Scheme is invalid, ruled illegal by any Court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that such part shall be severable from the remainder of this Scheme, and this Scheme shall not be affected thereby, unless the deletion of such clause shall cause this Scheme to become materially adverse to any party, in which case the Board of Directors of the companies involved in the Scheme shall attempt to bring about a modification in this Scheme, as will best preserve for the parties the benefits, and obligations of this Scheme, including, but not limited to, such clause.
- 21.4 It is expressly clarified that the failure of any one part of a sub-part thereof for lack of necessary approval from the Shareholders/ Creditors/ Statutory Regulatory Authorities or for any other reason that the Board of Directors may deem fit, then this shall not result in the whole Scheme failing. It shall be open to the concerned Board of Directors to give consent to sever such part(s) or sub-part(s) of the Scheme and implement the rest of the Scheme with such modification.

