

Ref no. EIL/SEC/2022-23/15

18.05.2022

<b>The Secretary</b> The Calcutta Stock Exchange Limited 7 Lyons Range Kolkata - 700 001 <b>CSE Scrip Code: 15060 &amp; 10015060</b>	<b>The Secretary</b> <b>BSE Limited</b> Phiroze Jeejeebhoy Towers Dalal Street, Mumbai - 400 001 <b>BSE Scrip Code: 500086</b>
<b>The Secretary</b> <b>National Stock Exchange of India Limited</b> Exchange Plaza, 5th Floor, Plot no. C/1, G Block Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051 <b>NSE Symbol: EXIDEIND</b>	-

Dear Sir/ Madam,

**Subject: Regulation 37(6) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with Paragraph 4 of Master Circular on (i) Scheme of Arrangement by Listed Entities and (ii) Relaxation under Sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957, dated November 23, 2021 - Scheme of amalgamation of wholly owned subsidiary Chloride Power Systems & Solutions Limited ("Transferor Company") with its parent entity Exide Industries Limited ("Company" or "Transferee Company") (collectively, the "Amalgamating Companies") and their respective shareholders ("Scheme")**

We refer to our letter dated March 29, 2022 wherein it was communicated that the board of directors of the Company at its meeting held on March 29, 2022, had approved the scheme of amalgamation of the Transferor Company with the Company and their respective shareholders, providing for (a) amalgamation of the Transferor Company with the Company; (b) cancellation of the shares held by the Transferee Company in the Transferor Company; and (c) the consequent dissolution of the Transferor Company without being wound-up with effect from the opening of business hours on April 1, 2022, or such other date as the Kolkata bench of National Company Law Tribunal ("NCLT") may direct/ allow ("**Appointed Date**"), subject to receipt of the requisite statutory and regulatory approval and various matters consequentially or integrally connected therewith ("**Scheme**").

In terms of Regulation 37(6) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 ("**LODR Regulations**"), read with Paragraph 4 of Master Circular on (i) Scheme of Arrangement by Listed Entities and (ii) Relaxation under Sub-rule (7) of rule 19 of the Securities

of Arrangement by Listed Entities and (ii) Relaxation under Sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957, dated November 23, 2021, as amended from time to time ("**Scheme Master Circular**"), the provisions of Regulation 37 of LODR Regulations or the Scheme Master Circular are not applicable to draft schemes which solely provide for merger of a wholly owned subsidiary with its holding company. Hence, 'No Objection Letter' or 'Observation Letter' on the Scheme is not required to be obtained from the Stock Exchanges on which equity shares of the Company are listed.

However, in accordance with the provisions of Regulation 37(6) of the LODR Regulations read with the provisions of SEBI Master Circular, the following documents are being filed with the Stock Exchanges for the purpose of disclosures:

- i. Certified True Copy of the said Scheme;
- ii. Certified True Copy of the Extract of the Resolution passed by the Board of Directors of the Company dated March 29, 2022.

Please note that the aforesaid documents have also been filed before the NCLT as part of the application by the Transferor Company for consideration of the Scheme.

This is for your information and records.

Thanking you.

Thanking you.

**For Exide Industries Limited**



**Jitendra Kumar**  
**Company Secretary &**  
**President- Legal & Corporate Affairs**  
**ACS No. 11159**

Encl: As above

**SCHEME OF AMALGAMATION**

**UNDER SECTIONS 230 to 232 OF THE COMPANIES ACT, 2013**

**AMONGST**

**Exide Industries Limited..... Transferee Company**

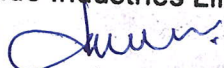
**AND**

**Chloride Power Systems & Solutions Limited.....Transferor Company**

**AND**

**their respective shareholders**

**CERTIFIED TRUE COPY  
Exide Industries Limited**

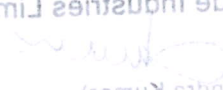
  
**(Jitendra Kumar)  
Company Secretary and  
President (Legal & Corporate Affairs)**

## SCHEME OF AMALGAMATION

The Scheme is divided into the following parts:

- (a) **Part I** deals with background of the Companies, rationale and objective of the Scheme;
- (b) **Part II** contains the definitions and interpretation;
- (c) **Part III** deals with the share capital of the Transferee Company and the Transferor Company;
- (d) **Part IV** deals with the amalgamation of the Companies;
- (e) **Part V** deals with matters relating to accounts;
- (f) **Part VI** deals with the treatment of the Scheme for the purposes of the Income Tax Act, 1961 ("IT Act");
- (g) **Part VII** deals with the dissolution of the Transferor Company;
- (h) **Part VIII** deals with the general terms and conditions that would be applicable to the Scheme; and
- (i) **Part IX** deals with residual provisions.

The Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

CERTIFIED TRUE COPY  
Exide Industries Limited  
  
(Jitendra Kumar)  
Company Secretary and  
President (Legal & Corporate Affairs)

## PART I - GENERAL

### 1. PREAMBLE

- 1.1 This scheme of amalgamation is presented under Sections 230 to 232 and other applicable provisions of the Act (*as defined hereinafter*) amongst Exide Industries Limited, Chloride Power Systems & Solutions Limited and their respective shareholders.
- 1.2 This scheme of amalgamation (hereinafter referred to as the "**Scheme**") provides for the merger of the Transferor Company (*as defined hereinafter*) with the Transferee Company (*as defined hereinafter*) and the consequent cancellation of all the shares held by the Transferee Company in the Transferor Company, pursuant to Sections 230 to 232 and other relevant provisions of the Act in the manner provided for in this Scheme. It is proposed that the Transferor Company be merged with the Transferee Company, followed by dissolution without winding up of the Transferor Company.

### 2. BACKGROUND

#### 2.1 Exide Industries Limited

- (a) Exide Industries Limited is a listed public company incorporated on January 31, 1947 under the provisions of the Indian Companies Act, 1913 and an existing company under the Act (*as defined hereinafter*) having its registered office at Exide House 59E, Chowringhee Road, Kolkata-700020 ("**Transferee Company**"). The CIN of the Transferee Company is L31402WB1947PLC014919 and the registration number is 014919. The equity shares of the Transferee Company are listed on the Stock Exchanges (*as defined herein after*).
- (b) The Transferee Company was incorporated on January 31, 1947 as Associated Battery Makers (Eastern) Limited. Subsequently, the name of the Transferee Company was changed to Chloride India Limited and consequently, a new certificate of incorporation was issued on August 2, 1972. Thereafter, the name of the Transferee Company was changed to Chloride Industries Limited and consequently, a new certificate of incorporation was issued on October 12, 1988. Further, the name of the Transferee Company was changed to Exide Industries Limited and consequently, a new certificate of incorporation was issued on August 25, 1995.
- (c) The Transferee Company is engaged, *inter alia*, in the business of manufacture and sale of lead acid storage batteries and home UPS of diverse brands. The Transferee Company has ten factories strategically located at different locations of the country. Through continuous innovations and collaborations the Transferee Company has become one of the largest manufacturer and exporters of batteries in the sub-continent, manufacturing the widest range of storage batteries in the world, from 2.5 Ah to 20,200 Ah capacity, to cover the broadest spectrum of applications. The Transferee Company supplies over 60% of automotive and industrial battery needs in India and one of the few companies in the world to manufacture submarine batteries. It has presence in more than 60 countries across six continents. It has more than 75 Original Equipment Manufacturer (OEM) partners and is the OEM supplier to almost every car manufacturer of repute in India.

## 2.2 Chloride Power Systems & Solutions Limited

- (a) Chloride Power Systems & Solutions Limited is an *unlisted* public company incorporated on June 16, 1980 under the Companies Act, 1956 and an existing company under the Act having its registered office at Exide House 59E, Chowringhee Road, Kolkata-700020 (“**Transferor Company**”). The CIN of the Transferor Company is U31100WB1980PLC032796 and the registration number is 032796.
- (b) The Transferor Company was incorporated on June 16, 1980 as Caldyne Automatics Private Limited. Subsequently, the name of the Transferor Company was changed to Chloride Power Systems & Solutions Limited and consequently, a new certificate of incorporation was issued on June 2, 2011.
- (c) The Transferor Company is engaged, *inter alia*, in the business of offering complete DC power solutions for industrial customers by manufacturing industrial battery chargers, DC power solutions and solar power systems in India. It presently manufactures Battery chargers, Distribution Boards, transformers, Chokes, Printed Circuit Board and Battery health monitoring system.

2.3 The Transferor Company is a wholly owned subsidiary of the Transferee Company.

2.4 Sub-clause (10) under Clause 3 of the memorandum of association of the Transferee Company and sub clause (25) under Clause III (b) of the ‘matters which are necessary for furtherance of the objects specified in Clause III(a)’ of the memorandum of association of the Transferor Company, allows amalgamation of the respective companies with any company carrying on or engaged in any business or transaction which the respective companies are authorized to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company.

## 3. NEED FOR THE SCHEME

3.1 The Transferee Company is dependent on the Transferor Company for purchasing battery chargers, distribution board and fuse box. On the other hand, the Transferor Company is dependent upon the Transferee Company for procuring batteries. The amalgamation of the Transferor Company with the Transferee Company will ensure creation of a combined entity, hosting all value added products under the Transferee Company, as the holding entity, thereby resulting in unified interface with customers, on-time supplies, efficiency of management and maximizing value for the shareholders. Further, such restructuring will lead to simplification of group structure by eliminating multiple companies in similar business.

## 4. RATIONALE AND OBJECTIVE OF THE SCHEME

4.1 The Companies (*as defined hereinafter*) believe that the financial, managerial and technical resources, personnel, capabilities, skills, expertise, assets and technologies of each of the Companies pooled in the merged entity, will lead to optimum use of infrastructure, cost reduction and efficiencies, productivity gains and logistic advantages and reduction of administrative and operational costs, thereby significantly contributing to the future growth and maximising shareholder value.

## **5. SYNERGIES OF BUSINESS OF THE ENTITIES INVOLVED IN THE SCHEME**

### **5.1 The proposed Scheme would result in the following synergies:**

- (a) The Transferee Company is dependent on the Transferor Company for purchasing battery chargers, distribution board and fuse box and the Transferor Company procures batteries from the Transferee Company. Therefore, synergy of operations will be achieved through the amalgamation since at present the Companies are inter-dependent on supply of certain finished products resulting in significant impetus to growth. The scheme will result in optimisation of the common facilities such as manpower, office space, etc;
- (b) ensuring a streamlined group structure by reducing the number of legal entities in the group structure which will significantly reduce multiplicity of legal and regulatory compliance requirements and costs and will enhance the business oversight and eliminate duplicative communication and co-ordination efforts across multiple entities;
- (c) realization of benefits of greater synergies and economies of scale for the business of the Transferee Company, yielding beneficial results and pooling and optimal utilization of financial resources as well as managerial, technical, distribution and marketing resources of each other in the interest of maximizing value to their shareholders and other stakeholders. It will further enable greater efficiency in cash management and unfettered access to cash flow generated by the combined businesses, which can be deployed more efficiently for better debt management;
- (d) simplification of management structure, better administration and a reduction in administrative and operational costs over a period of time, standardization and simplification of business processes, better utilization of common facilities, sharing of best practices and cross-functional learning, the elimination of duplication and multiplicity of compliance requirements and rationalization of administrative expenses;
- (e) reducing time and efforts for consolidation of financials at the group level; and
- (f) create value for stakeholders including respective shareholders, customers, lenders, and employees.

## **6. IMPACT OF THE SCHEME ON SHAREHOLDERS**

- 6.1 For the shareholders of the Transferee Company, the Scheme will result in economies of scale and consolidation of opportunities will contribute to make the Transferee Company more profitable and accordingly further enhance overall shareholder value. Further, as the Scheme does not involve further issuance of shares, there would not be any dilution in the economic interest of the shareholders of the Transferee Company. The impact of the Scheme on the shareholders, including the public shareholders, would be the same in all respects and no shareholder is expected to have any disproportionate advantage or disadvantage in any manner.
- 6.2 Being the sole shareholder of the Transferor Company, the Scheme offers an opportunity to the Transferee Company to consolidate its group structure and achieve synergies.

7. **COST BENEFIT**

7.1 The implementation of the Scheme would involve incurring administrative cost, cost of transferring the assets and cost of advisors. However, the Scheme is expected to provide both operational and strategic benefit from a long term shareholder value creation. The long-term benefits outweighs the costs towards implementation of the Scheme.

8. **OVERVIEW OF THE SCHEME**

8.1 Upon the sanction of the Scheme by the Competent Authority, (*defined hereinafter*) the Scheme shall become operative on the Effective Date (*defined hereinafter*) and the Transferor Company shall stand transferred to and be vested in the Transferee Company on and from and with effect from the Appointed Date (*defined hereinafter*) for all intent and purposes.

8.2 The amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme will be in compliance with the provisions of Section 2(1B) of the IT Act (*defined hereinafter*), such that:

- (a) all the properties of the Transferor Company, immediately before the amalgamation, shall become the property of the Transferee Company, by virtue of this amalgamation; and
- (b) all the liabilities of the Transferor Company, immediately before the amalgamation, shall become the liabilities of the Transferee Company, by virtue of this amalgamation.

8.3 Since the Transferee Company is the sole shareholder of the Transferor Company, the shares of the Transferee Company in the Transferor Company will stand cancelled as a result of the amalgamation.

8.4 This amalgamation is not and does not arise as a result of the acquisition of the property of the Transferor Company by the Transferee Company, pursuant to the purchase of such property by the Transferee Company or as a result of the distribution of such property to the Transferee Company after the winding up of the Transferor Company.



## PART II: DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

### 9. DEFINITIONS

9.1 In this Scheme, unless repugnant to the meaning or context thereof, (i) capitalized terms defined by inclusion in quotations and/or the parenthesis have the meaning so ascribed; and (ii) the following expressions shall have the meanings respectively assigned against them:

- (a) **“Act”** means the Companies Act, 2013, to the extent notified, and all amendments or statutory modifications thereto or re-enactments thereof, including any rules made thereunder or notifications, circulars or orders made/ issued thereunder from time to time;
- (b) **“Applicable Law”** means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, press notes, listing agreement, requirement or any similar form of determination by or decision of any Appropriate Authority, in each case having the force of law, and that is binding or applicable to a person, whether in effect as of the date on which this Scheme has been approved by the Boards;
- (c) **“Appointed Date”** means opening of business on April 1, 2022, or such other date as may be determined by the Board of Directors of the concerned Companies or directed/ allowed by the Competent Authority and is the date with effect from which the Scheme shall upon sanction of the same by the Competent Authority, be deemed to be effective;
- (d) **“Appropriate Authority”** means any national, state, provincial, local or similar governmental, statutory, regulatory, administrative authority, agency, commission, departmental or public body or authority, board, branch, SEBI, Stock Exchanges, tribunal or court or other entity authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law, or any other country including the Registrar of Companies, Regional Director, Competition Commission of India, Reserve Bank of India, SEBI, National Company Law Tribunal, Stock Exchanges and such other sectoral regulators or authorities as may be applicable;
- (e) **“Board of Directors”** or **“Board”** in relation to the Transferor Company and/or the Transferee Company, as the case may be, means the Board of Directors of such company in office at the relevant time, and unless it is repugnant to the context, shall include a committee duly constituted and authorised for the purposes of matters pertaining to this amalgamation, Scheme and/or any other matter relating thereto;
- (f) **“Companies”** means the Transferor Company and the Transferee Company collectively, and **“Company”** shall mean any one of them as the context may require;
- (g) **“Competent Authority”** means the Kolkata bench of the National Company Law Tribunal;
- (h) **“Effective Date”** means the date or last of the dates on which the certified copy of the order

of the Competent Authority sanctioning the Scheme is filed by the Transferor Company and the Transferee Company with the Registrar of Companies, Kolkata after all the conditions and matters referred to in Clause 22 of the Scheme occur or have been fulfilled, obtained or waived, as applicable, in accordance with this Scheme and shall also be the date for the purpose of Section 87 of the GST Act. Any references in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" or likewise, shall mean the Effective Date;

- (i) **"Employees"** mean all permanent employees, if any, of the Transferor Company, as on the Effective Date;
- (j) **"Encumbrance"** means without limitation (i) any options, claim, pre-emptive right, easement, limitation, attachment, restraint, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, including any option or right of pre-emption, public right, common right, easement rights, any attachment, restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off and/ or any other interest held by a third party; (ii) any voting agreement, conditional sale contracts, interest, option, right of first offer or transfer restriction; (iii) any adverse claim as to title, possession or use; and/ or (iv) any agreement, conditional or otherwise, to create any of the foregoing;
- (k) **"GST Act"** means Central Goods and Services Act, 2017 and all amendments or statutory modifications thereto or re-enactments thereof, including any rules made thereunder or notifications, circulars or orders made/ issued thereunder from time to time;
- (l) **"IT Act"** means Income Tax Act, 1961 and all amendments or statutory modifications thereto or re-enactments thereof, including any rules made thereunder or notifications, circulars or orders made/ issued thereunder from time to time;
- (m) **"Liabilities"** means all debts (whether in Indian Rupees or foreign currency), liabilities (including contingent liabilities, and obligations under any licenses or permits or schemes), loans raised and used, obligations incurred, duties of any kind, nature or description and undertakings of every kind or nature and the liabilities of any description whatsoever whether present or future, and howsoever raised or incurred or utilized along with any charge, encumbrance, lien or security thereon;
- (n) **"LODR Regulations"** means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and includes all the amendments or statutory modifications thereto or re-enactments thereof;
- (o) **"Registrar of Companies"** means the Registrar of Companies, Kolkata;
- (p) **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this scheme of amalgamation, in its present form and its modification(s), if any, approved by the Competent Authority and

accepted by the members of the Companies;

- (q) **"SEBI"** means the Securities and Exchange Board of India;
- (r) **"SEBI Circulars"** means master circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 on Schemes of Arrangement by Listed Entities and Relaxation under sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957 (as amended from time to time) issued by SEBI or any other circulars issued by SEBI applicable to schemes of arrangement from time to time;
- (s) **"Stock Exchanges"** means BSE Limited, National Stock Exchange of India Limited and Calcutta Stock Exchange Limited, collectively;
- (t) **"Transferee Company"** means Exide Industries Limited, a listed public company incorporated under the Indian Companies Act, 1913 and an existing company under the Act and having CIN L31402WB1947PLC014919 and having its registered office at Exide House 59E, Chowringhee Road, Kolkata-700020; and
- (u) **"Transferor Company"** means Chloride Power Systems & Solutions Limited, an unlisted public company incorporated under the Indian Companies Act, 1956 and an existing company under the Act and having CIN U31100WB1980PLC032796 and having its registered office at Exide House 59E, Chowringhee Road, Kolkata-700020 and, notwithstanding anything to the contrary in this Scheme shall include:
  - (i) all immovable properties and rights thereto i.e. land together with the buildings and structures standing thereon (whether freehold, leasehold, leave and licensed, right of way, tenancies or otherwise) including roads, drains and culverts, civil works, foundations for civil works, buildings, warehouses, offices, etc., whether or not recorded in the books of accounts of the Transferor Company and all documents (including panchnamas, declarations, receipts) of title, rights and easements in relation thereto and all rights, covenants, continuing rights, title and interest, benefits and interests of rental agreements for lease or license or other rights to use of premises, in connection with the said immovable properties;
  - (ii) all assets, as are movable in nature forming part of the Transferor Company, whether present or future or contingent, tangible or intangible, in possession or not, corporeal or incorporeal, in each case, wherever situated (capital work in progress, furniture, fixtures, fixed assets, computers, air conditioners, appliances, accessories, office equipment, communication facilities, installations, vehicles, inventories, stock in trade, stores and spares, packing material, raw material, tools and plants), actionable claims, earnest monies and sundry debtors, prepaid expenses, bills of exchange, promissory notes, financial assets, investment and shares in entities/ branches in India, outstanding loans and advances, recoverable in cash or in kind or for value to be received, receivables, funds, cash and bank balances and deposits including accrued interest thereto with government, semi-government, local and other authorities and bodies, banks, customers and other persons, dividends declared or interest accrued thereon, reserves, provisions, funds, benefits of all agreements, bonds, debentures, debenture stock, units or pass through certificates, the benefits of any bank

guarantees, performance guarantees and tax related assets/credits, including but not limited to goods and service tax input credits, service tax input credits, central value added tax credits, value added/ sales tax/ entry tax credits or set-offs, advance tax, withholding tax/ TDS, taxes withheld/ paid in a foreign country, self-assessment tax, regular tax, minimum alternate tax, dividend distribution tax, securities transaction tax, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account, tax refunds, rights of any claim not made by the Transferor Company in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or scheme made by the Appropriate Authority;

- (iii) all permits, licenses, permissions, right of way, approvals, authorisations, clearances, consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, pre-qualifications, bid acceptances, concessions, subsidies, tax deferrals and exemptions and other benefits (in each case including the benefit of any applications made for the same), income tax benefits/ holidays and exemptions including the right to deduction for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the deduction is available in law, if any, liberties and advantages, approval for commissioning of project and other licenses or clearances granted/ issued/ given by any governmental, statutory or regulatory or local or administrative bodies, organizations or companies for the purpose of carrying on its existing business or in connection therewith including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto that form part of the Transferor Company;
- (iv) all registrations obtained under the GST Act, including the following unit wise certificates:

Sl. No.	Address	Certificate No.
1.	G-3, Ark Warehousing, G-3 Gupta Ware housing Complex, Anjur Road, Bhiwandi, Dapoda, Thane, Maharashtra, 431302	27AABCC1825B1ZA
2.	903, Loha Bhavan, Old High court Road, Navrangpura, Ahmedabad, Gujarat, 380009	24AABCC1825B1ZG
3.	Part A, Block B, Unit No. 7, Ground Floor, Srijan Industrial Logistic Park, Bombay Road, NH 6, Ankurhati, Near Saraswati Bridge, PO-Andul Mouri, PS Domjur, Howrah, West Bengal, 711302 Part A, Block B, Unit No. 5, Ground Floor, Srijan Industrial Logistic Park, Bombay Road, NH 6, Ankurhati, Near Saraswati Bridge, PO-Andul Mouri, PS Domjur, Howrah, West Bengal, 711302	19AABCC1825B1Z7
4.	Patel Sewa Nagar, Road No. 04, Bhagwat Nagar, Bhagwat Nagar, Patna, Bihar, 800026	10AABCC1825B1ZP

Sl. No.	Address	Certificate No.
5.	First Floor, Go Down no. 2, Khasra No.1/2204, Mela Ram Complex, Sewa Dham Road, Village Mandoli ,Shahdara, East Delhi, Delhi, 110093	07AABCC1825B1ZC
6.	Plot No 48 and 48, Shivdaspur, Lahartara, Varanasi, Uttar Pradesh, 221002	09AABCC1825B1Z8
7.	3rd Floor, Old No.398, New No. 824/2, Anna Salai, Nandanam, Chennai, Tamil Nadu, 600035	33AABCC1825B1ZH
8.	8, 12th Km, Exide House, KSSP Complex, Hosur Road, Bengaluru (Bangalore) Urban, Karnataka, 560006	29AABCC1825B2Z5

- (v) all contracts, agreements, purchase orders/ service orders, operation and maintenance contracts, memoranda of understanding/ undertakings/ agreements, memoranda of agreed points, bids, tenders, tariff policies, expressions of interest, letters of intent, hire and purchase arrangements, agreements/deeds for hire of fitted assets, equipment purchase agreements, agreements with customers, purchase and other agreements with the supplier/ manufacturer of goods/ service providers, other arrangements, undertakings, deeds, bonds, schemes, concession agreements, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether vested or potential and written, oral or otherwise and all rights, title, interests, assurances, claims and benefits thereunder;
- (vi) all insurance policies pertaining to the Transferor Company;
- (vii) all intellectual property rights, applications (including hardware, software, licenses, source codes, object code, algorithm and scripts), registrations, goodwill, trade names, service marks, copyrights, patents, project designs, marketing authorization, approvals, marketing intangibles, permits, permissions, incentives, privileges, special status, domain names, designs, trade secrets, research and studies, technical knowhow, confidential information and other benefits (in each case including the benefit of any applications made for the same) and all such rights of whatsoever description and nature;
- (viii) all rights to use and avail telephones, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by Transferor Company;
- (ix) all books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, computer programmes, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, quotations, sales and advertising materials, product

registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/ supplier pricing information, and all other books and records, whether in physical or electronic form;

- (x) the Employees, if any, including liabilities of Transferor Company with regard to the Employees, if any, with respect to the payment of gratuity, superannuation, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, death, retirement, retrenchment or otherwise, as on the Effective Date; and
- (xi) all legal or other proceedings of whatsoever which are capable of being continued by or against the Transferee Company under the Applicable Law.

## 10. INTERPRETATION

- 10.1 The expressions, which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the Depositories Act, 1996 and other Applicable Laws, rules, regulations, by-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time.
- 10.2 References to Clauses and recitals, unless otherwise provided, are to Clauses and recitals to this Scheme.
- 10.3 The headings herein shall not affect the construction of this Scheme.
- 10.4 The singular shall include the plural and *vice versa*; and references to one gender include all genders.
- 10.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 10.6 References to a person includes any individual, firm, body corporate (whether incorporated or not), Government Authority, or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality).
- 10.7 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.
- 10.8 A reference to "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form including e-mail.
- 10.9 Reference to any agreement, contract, document or arrangement or to any provision thereof shall include references to any such agreement, contract, document or arrangement as it may, after the date hereof, from time to time, be amended, supplemented or novated.

### PART III: SHARE CAPITAL OF THE COMPANIES

#### 11. SHARE CAPITAL OF THE TRANSFEREE COMPANY

- 11.1 The share capital of the Transferee Company, as on the date of the meeting of Board of Directors of the Transferee Company for considering and approving this Scheme, i.e., as on March 29, 2022, is as under:

	In Rs.
<b>Authorized Share Capital</b>	<b>100,00,00,000</b>
100,00,00,000 Equity Shares of Re. 1 each	100,00,00,000
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>85,00,00,000</b>
85,00,00,000 Equity Shares of Re. 1 each	85,00,00,000

- 11.2 The equity shares of the Transferee Company are listed on the Stock Exchanges.

#### 12. SHARE CAPITAL OF THE TRANSFEROR COMPANY

- 12.1 The share capital of the Transferor Company, as on the date of the meeting of Board of Directors of the Transferor Company for considering and approving this Scheme, i.e., as on March 29, 2022, is as under:

	In Rs.
<b>Authorized Share Capital</b>	<b>6,98, 00,000</b>
69,80,000 Equity Shares of Rs. 10 each	6,98, 00,000
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>6,98,00,000</b>
69,80,000 Equity Shares of Rs. 10 each	6,98,00,000

## PART IV: AMALGAMATION

### 13. TRANSFER AND VESTING

13.1 With effect from the Appointed Date, upon this Scheme becoming effective, and subject to the provisions of this Scheme, the Transferor Company along with all its assets, liabilities, contracts, employees, if any, licenses, consents, permits, records, approvals, etc. shall, pursuant to the provisions of the Act, the IT Act and any other Applicable Law without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferee Company as a going concern, so as to become, as and from the Appointed Date, the estate, assets, rights, title, interests and authorities of the Transferee Company, by virtue of and in the manner provided in this Scheme.

13.2 Without prejudice to the generality of the above, with effect from the Appointed Date and upon this Scheme becoming effective:

#### 13.2.1 Transfer of Assets

- (a) all assets of the Transferor Company, as are movable in nature (including investment in shares and marketable securities) or incorporeal property or are otherwise capable of transfer by physical or constructive delivery and/or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, shall stand transferred to vested in and/or be deemed to be transferred and vested in the Transferee Company and shall become the property and an integral part of the Transferee Company, with effect from the Appointed Date pursuant to the provisions of the Act, all other applicable provisions of Applicable Law, if any, without requiring any deed or instrument of conveyance for transfer of the same. The vesting pursuant to this sub-Clause shall be deemed to have occurred by physical or constructive delivery or by endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly;
- (b) all other movable properties of the Transferor Company, including receivables, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-government, local and other Appropriate Authorities, bodies, customers and any other persons, shall without any further act, instrument or deed, become the property of the Transferee Company. The Transferor Company shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of the Scheme by the Competent Authority, the said debtors should pay to the Transferee Company the debt, loan or advance or make the same on account of the Transferor Company and the right of the Transferor Company to recover and realize the same stands vested in the Transferee Company;
- (c) all debentures, bonds, notes or other debt securities, if any, of the Transferor Company, whether convertible into equity or otherwise, shall become securities of the Transferee Company and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or deemed to have been transferred to and vested in and shall be exercised by or against the Transferee Company as if it were the Transferor Company in respect of securities so transferred;



- (d) all immovable properties (including land, together with buildings and structures standing thereon) and rights and interests thereon of the Transferor Company, whether freehold or leasehold or otherwise, all tenancies, and all documents of title, right and easements in relation thereto shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act or deed done by the Transferor Company. The Transferee Company shall be entitled to and shall exercise all rights and privileges attached thereto and shall be liable to pay the ground rent, taxes and fulfill all obligations in relation to or applicable to such immovable properties. The relevant authorities shall grant all clearances / permissions, if any, required for enabling the Transferee Company to absolutely own and enjoy the immovable properties in accordance with Applicable Law. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the Competent Authority in accordance with the terms hereof;
- (e) all estates, assets, rights, title, claims, interest, investments and properties of the Transferor Company as on the Appointed Date, including accretions and appurtenances, whether or not included in the books of the Transferor Company, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company;
- (f) all bank accounts operated or entitled to be operated by the Transferor Company shall be deemed to have transferred and shall stand transferred to the Transferee Company and name of the Transferor Company shall be substituted by the name of the Transferee Company in the bank's records and the Transferee Company shall be entitled to operate all bank accounts, realise all monies and complete and enforce all pending contracts and transactions in the name of the Transferor Company to the extent necessary until the transfer of the rights and obligations of the Transferor Company to the Transferee Company under the Scheme is formally accepted and completed by the parties concerned. For avoidance of doubt, it is hereby clarified that all cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date, shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. Similarly, the banker of the Transferee Company shall honour all cheques issued by the Transferor Company for payment after the Effective Date;
- (g) all letters of intent, requests for proposal, pre-qualifications, bid acceptances, tenders, and other instruments of whatsoever nature to which the Transferor Company is a party to or to the benefit of which the Transferor Company may be eligible for, shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. Upon coming into effect of the Scheme, the past track record of the Transferor Company shall be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes; and
- (h) all the security interest over any moveable and/ or immoveable properties and security in any other form (both present and future) including but not limited to any pledges, or

guarantees, if any, created/ executed by any person in favour of the Transferor Company or any other person acting on behalf of or for the benefit of the Transferor Company for securing the obligations of the persons to whom the Transferor Company has advanced loans and granted other funded and non-funded financial assistance, by way of letter of comfort or through other similar instruments shall without any further act, instrument or deed stand vested in and be deemed to be in favour of the Transferee Company and the benefit of such security shall be available to the Transferee Company as if such security was ab initio created in favour of the Transferee Company. The mutation or substitution of the charge in relation to the movable and immovable properties of the Transferor Company shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities and third parties (including any depository participants) pursuant to the sanction of this Scheme by the Competent Authority and upon the Scheme becoming effective in accordance with the terms hereof;

### 13.2.2 Transfer of Liabilities

- (a) all secured and unsecured Liabilities howsoever arising, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Transferor Company, shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and the Transferee Company undertakes to meet, discharge and satisfy the same in terms of their respective terms and conditions, if any. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or any 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;
- (b) all loans raised and used and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company after the Appointed Date and prior to the Effective Date shall also be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and, to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme, pursuant to the provisions of the Act and all other applicable provisions of Applicable Laws, without any further act, instrument or deed shall stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same;
- (c) where any of the debts, liabilities, duties and obligations incurred before the Appointed Date by the Transferor Company, deemed to have been transferred to the Transferee Company by virtue of this Scheme, have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company;
- (d) loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company; and

- (e) subject to the necessary consents being obtained in accordance with the terms of this Scheme, the provisions of this Clause shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and / or superseded by the foregoing provisions of this Scheme. It is expressly provided that, no other terms or conditions of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication;

#### 13.2.3 Transfer of Encumbrances

- (a) the transfer and vesting of movable and immovable properties as stated above, shall be subject to Encumbrances, if any, affecting the same;
- (b) all Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company which secure or relate to any liability, shall, after the Effective Date, without any further act, instrument or deed, continue to be related and attached to such assets or any part thereof to which they related or were attached prior to the Effective Date and as are transferred to the Transferee Company. Provided that if any of the assets of the Transferor Company have not been Encumbered in respect of the liabilities, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or any third party shall not affect the operation of the foregoing provisions of this Scheme;
- (c) the existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend to or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of the Scheme; and
- (d) any reference in any security documents or arrangements (to which the Transferor Company is a party) to the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required;

#### 13.2.4 Transfer of Contracts, Deeds, etc.

- (a) all contracts, agreements, memoranda of undertakings, memoranda of agreement, memoranda of agreed points, letters of agreed points, bids, letters of intent, arrangements, undertakings whether written or otherwise, lease rights, deeds, bonds, insurance policies, applications, schemes and instruments of whatsoever nature to which the Transferor

Company is a party, or to the benefit of which, the Transferor Company may be eligible/entitled, and which are subsisting and having effect immediately before the Effective Date, shall without any further act, instrument or deed continue in full force and effect on, against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligor thereto or thereunder. If the Transferee Company enters into and/ or issues and/ or executes deeds, writings or confirmations or enters into any tripartite arrangements, confirmations or novations, the Transferor Company may, if necessary, also be party to such documents in order to give formal effect to the provisions of this Scheme, if so required and permitted under the law. The Transferor Company may also execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Company is a party as may be necessary to be executed in order to give formal effect to the above provisions. In relation to the same, any procedural requirements required to be fulfilled solely by the Transferor Company (and not by any of its successors), shall be fulfilled by the Transferee Company as if it is the duly constituted attorney of the Transferor Company;

- (b) without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Transferor Company occurs by virtue of this Scheme itself, the Transferee Company may, at any time after coming into effect of the Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings, as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed; and
- (c) on and from the Effective Date, and thereafter, the Transferee Company shall be entitled to complete and enforce all pending contracts and transactions in respect of the Transferor Company, in the name of the Transferor Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme has been given effect to under such contracts and transactions;

#### 13.2.5 Transfer of Licenses and Approvals

- (a) all approvals, allotments, consents, concessions, clearances, credits, awards, sanctions, exemptions, subsidies, registrations, no-objection certificates, permits, quotas, rights, entitlements, authorisation, pre-qualifications, bid acceptances, tenders, licenses (including the licenses granted by any governmental, statutory or regulatory bodies for the purpose of carrying on its business or in connection therewith), permissions (including but not limited to permissions granted in relation to launch futures and options contracts), privileges, powers, facilities, letter of allotments and certificates of every kind and description whatsoever in relation to the Transferor Company, or to the benefit of which the Transferor Company may be eligible/ entitled, and which are subsisting or having effect immediately before the Effective Date, including the benefits of any applications made for any of the foregoing, shall be and remain in full force and effect in favour of the Transferee Company

and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. It is hereby clarified that if the consent of any third party or authority is required to give effect to the provisions of this Clause, the said third party or authority shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Competent Authority, and upon this Scheme becoming effective in accordance with the terms hereof. For this purpose, the Transferee Company shall file appropriate applications/ documents with relevant authorities concerned for information and record purposes;

- (b) all statutory licenses, no objection certificates, consents, permissions, approvals, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company or any applications made for the same by 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 thereunder, and the rights and benefits under the same shall be available to the Transferee Company;
- (c) all trademarks, trade names, service marks, copyrights, logos, corporate names, brand names, domain names and all registrations, applications and renewals in connection therewith, and software and all website content (including text, graphics, images, audio, video and data), trade secrets, confidential business information and other proprietary information shall stand transferred to and vested in the Transferee Company;
- (d) benefits of any and all corporate approvals as may have already been taken by the Transferor Company, whether being in the nature of compliances or otherwise, including without limitation approvals under Sections 42, 62, 180, 185, 186 etc., of the Act, read with the rules and regulations made thereunder, shall stand transferred to the Transferee Company and the said corporate approvals and compliances shall be deemed to have been taken/ complied with by the Transferee Company; it being clarified that if any such resolutions have any monetary limits approved subject to the provisions of the Act and of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company;
- (e) the Transferor Company and/ or the Transferee Company as the case may be, shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under Applicable Laws or otherwise, do all such acts or things as may be necessary to transfer/ obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company. It is hereby clarified that if the consent of any third party or Appropriate Authority, if any, is required to give effect to the provisions of this Clause, the said third party or Appropriate Authority shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Competent Authority, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Transferee Company shall file appropriate applications/ documents with relevant authorities concerned for information and record purposes.

- (f) since each of the permissions, approvals, consents, sanctions, remissions, special reservations, holidays, incentives, concessions and other authorizations, shall stand vested by the order of sanction of the Competent Authority in the Transferee Company, the Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning courts; and
- (g) the Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such acts, formalities or compliances referred to above as may be required in this regard;

#### 13.2.6 Transfer of Legal and other Proceedings

- (a) any pending suits/appeals, all legal or other proceedings including before any statutory or quasi-judicial authority or tribunal or other proceedings of whatsoever nature relating to the Transferor Company, whether by or against the Transferor Company, whether pending on the Appointed Date or which may be instituted any time in the future, if such proceedings are capable of being continued by or against the Transferee Company, shall not abate, be discontinued or in any way prejudicially be affected by reason of this amalgamation of the Transferor Company or because of the provisions contained in this Scheme. The proceedings shall continue by or against the Transferee Company in the same manner and to the same extent as they would have been continued, prosecuted and/or enforced by or against the Transferor Company, if this Scheme had not been implemented. The Transferor Company shall pursue such pending proceedings in trust and for the benefit of the Transferee Company from the Appointed Date till the Effective Date;
- (b) in case of any litigation, suits, recovery proceedings which are to be initiated by or may be initiated against the Transferor Company, the Transferee Company shall be made party thereto and shall prosecute or defend such proceedings;
- (c) the Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company, which are capable of being continued by or against the Transferee Company, transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Transferee Company; and
- (d) the Transferee Company shall be deemed to be authorized under this Scheme to execute any pleadings, applications, forms, etc., as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme;

#### 13.2.7 Taxation related provisions

- (a) All the expenses incurred by the Transferor Company and 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 the 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.

- (b) Upon the Scheme becoming effective, the Transferor Company (if required) and the Transferee Company are expressly permitted to revise, its financial statements and returns (including Tax deducted at source (“TDS”) returns) along with prescribed forms, filings and annexures (including but not limited to TDS certificates) under the IT Act, central sales tax, applicable state value added tax, entry tax, octroi, local tax law, service tax laws, excise and central value added tax (“CENVAT”) duty laws, customs duty laws, goods and services tax laws and other tax laws, if required to give effect to the provisions of the Scheme. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have expired. The Transferee Company is also expressly permitted to claim refunds / credits in respect of any transaction by and between the Transferor Company and the Transferee Company. With respect to the TDS certificates issued in the name of Transferor Company after the Appointed Date, the same will be deemed to be issued in the name of the Transferee Company for the income tax purposes.
- (c) Upon the Scheme becoming effective, the Transferee Company shall be entitled to (i) claim deductions with respect to provisions, expenses, etc., disallowed in earlier years in the hands of the Transferor Company, which may be allowable in accordance with the provisions of the IT Act on or after the Appointed Date; and (ii) exclude items such as provisions, reversals, etc., for which no deduction or tax benefit has been claimed by the Transferor Company prior to the Appointed Date.
- (d) Upon the Scheme becoming effective, the Transferee Company is expressly permitted to claim any deduction/ exemption, refunds and/or credit for taxes paid (including MAT, TDS, advance tax, carry forward of accumulated losses, unabsorbed depreciation, foreign tax credit, etc.) and for matters incidental thereto under the IT Act, central sales tax, applicable state value added tax, service tax laws, local body tax, entry tax, excise duty and CENVAT duty laws, customs duty laws, goods and service tax laws and other applicable tax laws. All tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and/or enforced until the Effective Date by the Transferor Company. In the event of the Transferor Company failing to continue or enforce any proceeding/ appeal, the same may be continued or enforced by the Transferee Company, at the cost of the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.
- (e) Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.
- (f) Any tax liabilities under the IT Act, service tax laws, excise duty laws, central sales tax, customs duty laws, local body tax, entry tax, wealth tax, GST Act, applicable state value added tax laws or other Applicable Laws dealing with taxes/ duties or levies of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation / duties or levies account including

advance tax, foreign tax credit and TDS as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

- (g) Any refund under the IT Act, service tax laws, excise duty laws, central sales tax, customs duty, goods and services tax laws, applicable state value added tax laws or other Applicable Laws dealing with taxes/ duties or levies due to the Transferor Company consequent to the assessment made on 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 upon this Scheme becoming effective.
- (h) The tax payments (including, without limitation income tax, service tax, excise duty, central sales tax, customs duty, local body tax, entry tax, wealth tax, goods and services tax, applicable state value added tax, etc.) whether by way of TDS, foreign tax credit, advance tax, all earnest monies, security deposits provisional payments, payment under protest, or otherwise howsoever, by the Transferor Company after the Appointed Date, shall be deemed to be paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Credit for such taxes shall be allowed to the Transferee Company notwithstanding that certificates or challans for taxes paid are in the name of the Transferor Company and not in the name of the Transferee Company.
- (i) Further, any TDS by the Transferor Company / Transferee Company on transactions with the Transferee Company/ Transferor Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- (j) Obligation for TDS on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company.
- (k) Without prejudice to the generality of the above, all benefits, entitlements, incentives, losses, credits, registrations (including, without limitation income tax, minimum alternate tax, TDS, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, customs duty, goods and services tax, CENVAT, registrations, etc.) to which the Transferor Company is entitled to in terms of Applicable Laws, shall be available to and vest in the Transferee Company, upon this Scheme coming into effect.
- (l) Upon coming into effect of this Scheme, all tax compliances under any tax laws by the Transferor Company on or after Appointed Date shall be deemed to be made by the Transferee Company.

#### 13.2.8 Transfer of Employees

- (a) all Employees of the Transferor Company, if any, remaining on the Effective Date, shall become employees of the Transferee Company with the benefit of continuity of service on such terms and conditions as are no less favourable than those on which they are currently engaged by the Transferor Company, without any interruption of service as a result of the amalgamation of the Transferor Company;
- (b) save as expressly provided for in this Scheme, the Employees, if any, who become the



employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the benefit of the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the other employees of the Transferee Company (including the benefits if or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company), unless otherwise determined by the Transferee Company;

- (c) in relation to any funds (including any funds set up by the government for employee benefits) created or existing for the benefit of the transferred Employees, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such transferred Employees;
- (d) the Transferor Company shall continue to abide by any agreement(s) / settlement(s) entered into with any employees by the Transferor Company. The Transferee Company agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, the past services of such employees with the Transferor Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable; and
- (e) the Directors of the Transferor Company will not be entitled to any directorships in the Transferee Company by virtue of the provisions of this Scheme. It is clarified that this Scheme will not affect any directorship of any person who is already a director in the Transferee Company as on the Effective Date.

#### 13.2.9 Inter-Se Transaction

- (a) Without prejudice to the foregoing provisions, with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes.
- (b) With effect from the Effective Date, there will be no accrual of income or expense on account of any transactions, including, *inter alia*, any transactions in the nature of sale or transfer of any goods, materials or services, between the Companies. For avoidance of doubt, it is hereby clarified that with effect from the Effective Date, there will be no accrual of interest or other charges in respect of any *inter se* loans, deposits or balances between the Companies.
- (c) From the Effective Date, the Transferee Company shall commence, carry on and be authorized to carry on the business of the Transferor Company.
- (d) With effect from the Effective Date, any liabilities, loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

#### 14. BUSINESS AND PROPERTY IN TRUST

- 14.1 The Transferor Company and the Transferee Company have agreed that during the period between the approval of the Scheme by the respective Boards of the Transferor Company and the Transferee Company and up to the Effective Date, the business of the Transferor Company and the Transferee Company shall be carried out with reasonable diligence and business prudence in the ordinary course consistent with past practice, in good faith and in accordance with Applicable Law.
- 14.2 Except with the prior written consent of the Board of Directors of the Transferee Company, or except as specifically contemplated in this Scheme (including Part IV of this Scheme), pending sanction of this Scheme, the Transferor Company shall not (i) sell, alienate, charge, hypothecate, encumber or otherwise deal with or dispose of the assets or any business or any part thereof or undertake any financial commitments of any nature whatsoever, except in the ordinary course of business; (ii) undertake any new business or substantially expand its existing business; (iii) declare dividend, whether interim or final, to its shareholders in respect of the accounting period prior to the Effective Date; (iv) make any change in its share capital structures either by way of any increase, decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner, which would have the effect of re-organisation of capital of the Transferor Company; and (v) vary the terms and conditions of service of the employees or conclude settlements with employees, except in the ordinary course of business or consistent with past practice or pursuant to any pre-existing obligation.
- 14.3 With effect from the Appointed Date and up to and including the Effective Date:
- (a) the Transferor Company shall be deemed to have been carrying on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all the estates, assets, rights, title, interest, authorities, contract, investments and strategic decisions, for and on account of, and in trust for, the Transferee Company;
  - (b) all profits and income accruing or arising to the Transferor Company, and losses and expenditure arising or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income) shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure, as the case may be, of the Transferee Company;
  - (c) any of the rights, powers, authorities, privileges, exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company;
  - (d) all debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations as on the close of business on the date preceding the Appointed Date, whether or not provided in the books of the Transferor Company which arise or accrue to the Transferor Company on or after the Appointed Date, shall be deemed to be of the Transferee Company;

- (e) all assets and properties comprised in the Transferor Company as on the date immediately preceding the Appointed Date, whether or not included in the books of the Transferor Company and all assets and properties relating thereto, which are acquired by the Transferor Company, on or after the Appointed Date, shall be deemed to be the assets and properties of the Transferee Company;
- (f) all taxes (including without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, value added tax, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including, without limitation, income tax, minimum alternate tax, dividend distribution tax, wealth tax, sales tax, excise duty, customs duty, goods and services tax, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the Transferor Company with effect from the Appointed Date, shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly; and
- (g) any refund under any tax laws due to the Transferor Company consequent to the assessment made on 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. The Transferee Company is expressly permitted to revise and file income tax returns, goods and services tax returns and other tax returns, and to claim refunds / credits pursuant to the provisions of this Scheme. The Transferee Company shall be entitled to such tax benefits including but not limited to minimum alternate tax paid under Section 115JA/115JB of the IT Act, and the right to claim credit therefore in accordance with the provisions of Section 115JAA of the IT Act, including the benefit of brought forward losses or depreciation as admissible under the provisions of the IT Act, including Section 72A, to the extent applicable to the taxable profits of the Transferee Company with effect from the Appointed Date. The Transferee Company shall continue to enjoy the tax benefits/concessions provided to the Transferor Company through notifications, circulars, etc. issued by the concerned Appropriate Authorities.

## **15. SAVING OF CONCLUDED TRANSACTION**

- 15.1 The transfer and vesting of the assets, liabilities and obligations of the Transferor Company and the continuance of the proceedings by or against the Transferee Company shall not affect any transaction or proceedings already completed by the Transferor Company 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 all acts, deeds and things done and executed by and / or on behalf of the Transferor Company as acts, deeds and things made, done and executed by and on behalf of the Transferee Company.

## **16. CANCELLATION OF SHARES OF THE TRANSFEROR COMPANY**

- 16.1 Upon the Scheme coming into effect, all the shares of the Transferor Company held by the Transferee Company (either directly or through nominees) shall stand cancelled without any further application, act or deed. It is clarified that no new shares shall be issued or payment shall be made in cash whatsoever by the Transferee Company in lieu of cancellation of such shares of



## **PART V: MATTERS RELATING TO ACCOUNTS, ETC.**

### **17. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEREE COMPANY**

- 17.1 Pursuant to the Scheme being effective and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company with the Transferee Company into and within its books of accounts 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 in India.
- 17.2 As on the Appointed Date, all assets and liabilities and reserves of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of account of the Transferee Company at their existing carrying amounts and in the same form as recorded in the books of the Transferor company. The identity of reserves of Transferor Company shall be preserved and they would appear in the financial statements of the Transferee Company in the same form in which they appeared in the financial statements of the Transferor Company.
- 17.3 Pursuant to the amalgamation of the Transferor Company with the Transferee Company, inter-company balances between the Transferee Company and the Transferor Company, if any, appearing in the books of the Transferee Company shall stand cancelled.
- 17.4 The value of all investments held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to amalgamation and there shall be no further rights and obligations in that behalf.
- 17.5 In the event of any difference in the accounting policies of the Transferor Company 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 consistent accounting policies.
- 17.6 Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of merger, from the later of the beginning of the comparative period in the financial statements or when the control was acquired.

### **18. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEROR COMPANY**

- 18.1 As the Transferor Company shall stand dissolved without being wound up upon the Scheme becoming effective, hence no accounting treatment is being prescribed for the Transferor Company.

## PART VI - TREATMENT OF SCHEME FOR THE PURPOSES OF THE INCOME TAX ACT, 1961

### 19. AMALGAMATION AS PER INCOME TAX ACT

- 19.1 This Scheme has been drawn up to comply and come within the definition and conditions relating to "amalgamation" as specified under Section 2(1B) of the IT Act. If any term(s) or provision(s) of the Scheme are found or interpreted to be inconsistent with the provisions of the said sections of the IT Act, at a later date, including resulting from an amendment of law or for any other reason whatsoever, the Scheme shall stand modified / amended to the extent determined necessary to comply and come within the definition and conditions relating to "amalgamation" as specified in the IT Act. In such an event, where the Clauses which are inconsistent are modified or deemed to be deleted, such modification / deemed deletion shall, however, not affect the other parts of the Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of the Companies, which power shall be exercised reasonably in the best interests of the Companies concerned and their stakeholders.

## **PART VII – DISSOLUTION OF THE TRANSFEROR COMPANY**

### **20. DISSOLUTION WITHOUT WINDING UP**

20.1 Upon the Scheme coming into effect, with effect from the Appointed Date, the Transferor Company shall stand dissolved without being wound up by the order of the Competent Authority, or any other act or deed.

20.2 The Transferor Company's name shall be removed from the Register of Companies by the Registrar of Companies upon this Scheme becoming effective.

## **PART VIII: GENERAL TERMS AND CONDITIONS**

### **21. APPLICATIONS**

- 21.1 The Companies shall make applications and/ or petitions under Sections 230 to 232 and other applicable provisions of the Act to the Competent Authority for approval of the Scheme and all matters ancillary or incidental thereto, as may be necessary to give effect to the terms of the Scheme.
- 21.2 On this Scheme becoming effective, the members of the Companies shall be deemed to have also accorded their approval under all relevant provisions of the Act for giving effect to the provisions contained in this Scheme. The Companies shall also make all other necessary applications before the Competent Authority for sanction of this Scheme.
- 21.3 The Companies shall be entitled, pending the effectiveness of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals, as agreed between the Companies, which the Companies may require to effect the transactions contemplated under the Scheme, in any case subject to the terms as may be mutually agreed between the Companies.

### **22. SCHEME CONDITIONAL UPON**

- 22.1 The Scheme is conditional and is subject to:
- (a) the Scheme being agreed to (in the manner prescribed herein) by the respective requisite majorities of the various classes of shareholders of the Companies as required under the Act, and the requisite confirmation of the Competent Authority being obtained;
  - (b) the Transferee Company shall file the draft scheme for the purpose of disclosure in accordance with the LODR Regulations and the SEBI Circulars in respect of the Scheme (prior to filing the Scheme with the Competent Authority), which shall be in form and substance acceptable to the Companies acting reasonably and in good faith;
  - (c) such other approvals and sanctions from any other Appropriate Authority or contracting party as may be required by any Applicable Law or any contract in respect of the Scheme being carried out; and
  - (d) the Scheme being sanctioned by the Competent Authority and the requisite certified copies of the order of the Competent Authority sanctioning this Scheme being filed with the Registrar of Companies.

### **23. AMENDMENT TO MEMORANDUM OF ASSOCIATION OF TRANSFEREE COMPANY**

#### **23.1 Change in Object Clause**

- (a) With effect from the Appointed Date and upon the effectiveness of the Scheme, the main object clause of the memorandum of association of the Transferee Company shall be deemed to be altered and amended, without any further act or deed to include the following objects



as required for the purpose of carrying on the business activities of the Transferor Company, pursuant to the applicable provisions of the Act:

*"29. To design, develop, manufacture, assemble, supply, install, maintain, modify, repair, buy, sell, hire, export, import, to do the business of agents, stockist, distributors, brokers & to generally deal in India & abroad in all types of automatic sensing, drive, operation, control, monitoring, indicating & recording equipment, systems, components, parts, devices, apparatus, instruments, accessories, tools, gauges & other appliances.*

*30. To design, develop manufacture, assemble, supply, install, maintain, modify, repair, buy, sell, hire, export, import, to do the business of agents, stockiests, distributors, brokers and to generally deal In India and abroad, in all types of equipment including prime movers, machines, materials, systems, components, parts, devices, apparatus, instruments, accessories, tools, gauges and other appliances for the generation, supply, distribution, transformation, conversion, Inversion, rectification, control, transmission, connection, isolation, protection, regulation, switching, insulation, accumulation, synchronization, metering & recording in connection with the consumption and usage of electricity for any purpose or application.*

*31. To carry on in India or elsewhere the business of evaluators, observers, marketing researchers, assessors, agents, contractors, advisers, and promoters of investment proposals, projects and collaborations, of consultants in the areas of engineering, technology and management sciences, of undertaking project implementation on turnkey basis, of providing know-how and any other assistance and services required by any clients either in connection with new proposals or projects, or with changes, expansion, or improvement of existing activities and the services shall include, but not be limited to dealing with the Government and others on behalf of clients, selecting, recruiting, providing and training of workers and personnel, marketing exporting and importing the products and services of any clients and acting as their agents, distributors or dealers, designing, building and providing clients with plant and machinery, carrying out civil and constructional work, data processing, computer analyses and operations research, assisting in the securing of licenses, finance and any other requisites and resources.*

*32. To Carry out or arrange to be carried out within or outside India, either on its own or on behalf of others, independently or jointly, entirely at its own cost or otherwise, research, experimentation, trials, tests and development work in any areas of science, engineering and technology as determined by the board from time to lime, including building and operating of prototypes and pilot plants, to sponsor and promote discoveries, inventions, innovations, development and improvements of products, processes, systems and technology, to obtain or collaborate or assist in obtaining and also purchase, acquire, protect, prolong and renew, whether in India or else-where, any patent, patent rights, brevets d'invention, trademarks, designs, licences, protections, concessions and the like conferring exclusive, limited or non-exclusive privileges or rights to use and to*

engage in the business of commercially utilizing in any legal manner and anywhere in the world, such rights, privileges, discoveries, inventions, innovations and improvements.

33. To carry on in India or elsewhere the business to manufacture, produce, assemble, alter, acquire, convert, commercialize, design, develop, demonstrate, equip, establish, fabricate, finish, hold, handle, install, hire, let on hire, lease, repair, maintain, modify, market, machine, own, operate, protect, renovate, recondition, remodel, import, export, buy, sell, resell, exchange, service, turn to account and to act as agent, broker, financier, stockist, turn key supplier, contractor, promoter, consultant, engineer, collaborator or otherwise to deal in all types of energy saving devices, energy storage systems, implements, equipments, apparatus, components, parts, fittings and accessories such as specialised boilers and furnaces like ignifed fluidized bed boilers, flameless furnaces and continuous pusher type furnaces, fluidized bed type heat treatment furnaces, high efficiency boilers, instrumentation and monitoring systems for monitoring energy flows like automatic electrical load monitoring systems, digital heat loss meters, microprocessor based control systems, infrared thermography, meters for measuring heat losses, furnace oil flow, steam flow, electric energy and power factor meters, maximum demand indicator and clamp on power meters, exhaust gases analyser, fuel oil pump test bench, waste heat recovery equipments like economizers and feed water heaters, recuperators and air pre-heaters, heat pumps, thermal energy wheel for high and low temperature waste heat recovery, co-generation systems like back pressure pass out, controlled, extraction, extraction-cum-condensing turbines for cogeneration along with pressure boilers, vapour absorption refrigeration systems, organic rankine cycle power systems, low inlet pressure small steam turbines, electrical equipments like shunt capacitors and synchronous condenser systems, automatic power cut-off devices mounted on individual motors, automatic voltage controllers, power factor controllers, solid state devices for controlling motor speeds, thermally energy efficient stenters, emulsion burners, discharge resistor panel, battery fuse box, junction box, wet air oxidation equipments, mechanical vapour re-compressors, thin film evaporators, automatic microprocessor based load demand controllers, coal based producer gas plants, fluid derives and fluid couplings, flat plate solar collectors, concentrating and pipe type solar collectors, solar cookers, solar water heaters and systems, air /gas/ fluid heating systems, solar crop driers and systems, solar refrigeration, cold storage and air conditioning systems, on-grid / off-grid and hybrid solar plants, solar steel and desalination systems, solar power generating systems, solar pumps, solar photovoltaic modules and panels, Energy Storage Systems [ECS], Solar photovoltaic device and Spare Parts, wind mills, Discharge Resistor Panel, Battery Fuse Box, Junction Box, Battery Charger, D.C. Distribution Board, A.C. Distribution Board, Switch Mode Power Supply Systems, Traction Battery Chargers, Electrical and / or Chemical batteries, appliances and goods of all kinds, Inverters, Rectifiers, Motor Control Chokes, D.C. Chokes, Transformers, Printed Circuit Boards, Programmable Logic (2)Controllers and such other business as may be mutually agreed between ths shareholders from time to time, cell booster, DC power system, battery health monitoring system, generators and pumps running on wind-energy, bio-gas plants and Bio-gas

*engines, battery powered or fuel cell powered vehicles, agricultural & municipal waste conversion devices, equipments for utilizing ocean waste and thermal energy, and to do all other acts and things necessary for the attainment of the foregoing objects.*

- (b) Under the accepted principle of single window clearance, it is hereby provided that the amendments pursuant to this Clause 23.1 shall become operative on the Scheme becoming effective by virtue of the fact that the shareholders of the Transferee Company, while approving the Scheme as a whole, have approved and accorded the relevant consents as required under the Act for amendment of the memorandum of association of the Transferee Company and shall not be required to pass separate resolutions under the applicable provisions of the Act.

## 24. MODIFICATIONS

24.1 The Companies (acting through their respective Boards or committees or such other person or persons, as the respective Board of Directors may authorize) may, in their full and absolute discretion, jointly and as mutually agreed in writing:

- (a) assent/ make and/ or consent to any modifications or amendments to this Scheme, or to any conditions or limitations as may be mutually agreed and which the Competent Authority and/or any other authorities may deem fit to direct or impose, and/or effect any other modification or amendment, and to do all acts, deeds and things which may otherwise be considered necessary or desirable or appropriate for settling any question or doubt or difficulty that may arise for implementing and / or carrying out this Scheme;
- (b) take such steps and do all such acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and give such directions (acting jointly) as to resolve any doubts, difficulties or questions, arising under this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any insolvent or deceased shareholders, debenture holders, depositors of the respective Companies), whether by reason of any order(s) of the Competent Authority or of any direction or orders of any other Appropriate Authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith, or to review the position relating to the satisfaction of the various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under the law);
- (c) modify or vary this Scheme prior to the Effective Date in any manner at any time subject to Applicable Law; and
- (d) determine jointly whether any asset, liability, employee, legal or other proceedings pertains to the Transferor Company or not, on the basis of any evidence that they may deem relevant for this purpose.

24.2 In case, post approval of the Scheme by the Competent Authority, there is any confusion in interpreting any Clause of this Scheme, or otherwise, the Board of Directors of the respective Companies shall have complete power to mutually take the most sensible interpretation so as to render the Scheme operational.

**25. Effect of non-receipt of Approvals**

- 25.1 In the event of this Scheme failing to take effect till December 31, 2024 or such later date as may be agreed by the respective Boards of the Transferor Company and Transferee Company, any of the Companies may opt to terminate this Scheme and the Scheme shall stand revoked, cancelled and be of no effect and any of the Companies, if required, may file appropriate proceedings before the Competent Authority in this respect.
- 25.2 Upon the termination of the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred *inter-se* between the Companies or their shareholders or creditors or employees or any other person.

**26. Conflict between Scheme and other arrangement**

- 26.1 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Companies and their respective shareholders and the terms and conditions of this Scheme, the latter shall prevail.

**27. Removal of Difficulties**

- 27.1 The Companies through mutual consent and acting through their respective Boards, jointly and as mutually agreed in writing may:
- (a) give such directions (acting jointly) and agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions arising under this Scheme, whether by reason of any orders of the Competent Authority or of any directive or orders of any Appropriate Authority, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/ or matters concerning or connected therewith or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those to the extent permissible under Applicable Law; and/or
  - (b) do all such acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.
- 27.2 Without prejudice to the other provisions of the Scheme and notwithstanding the vesting of the Transferor Company into the Transferee Company by virtue of the Scheme itself, in order to ensure (i) implementation of the provisions of the Scheme; and (ii) continued vesting of the benefits, exemptions available to the Transferor Company in favour of the Transferee Company, 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 Applicable Law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement in relation to which the Transferor Company has been a party, including any filings with the regulatory authorities in order to give formal effect to the above provisions and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.

**28. Severability**

28.1 If any part of this Scheme hereof is invalid, ruled illegal by Competent Authority or any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Companies that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to either of the Companies, in which case the Companies, acting through their respective Boards of Directors, shall attempt to bring about a modification in the Scheme, as will best preserve for the Companies the benefits and obligations of the Scheme including but not limited to such part, which is invalid, ruled illegal or rejected by the Competent Authority or any court of competent jurisdiction, or unenforceable under present or future Applicable Laws.

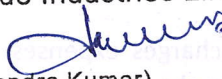
#### PART IX: RESIDUAL PROVISIONS

29. Upon the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred on the Appointed Date and become effective and operative only in the sequence and in the order mentioned hereunder:
  - (a) amalgamation of the Transferor Company into the Transferee Company in accordance with Part IV of the Scheme;
  - (b) cancellation of the shares held by the Transferee Company in the Transferor Company; and
  - (c) dissolution of the Transferor Company without winding up.
30. The Companies shall be entitled to revise its respective income tax returns, TDS certificates, TDS returns, wealth tax returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credit of tax deducted at source, dividend distribution tax credits, credit of foreign taxes paid/ withheld, excise, service tax credits, set off, goods and services tax, etc., if any, as may be required consequent to implementation of this Scheme.
31. Upon this Scheme becoming effective, the accounts of the Companies, as on the Appointed Date shall be reconstructed in accordance with the terms of this Scheme.
32. All costs, charges expenses (including, but not limited to, any taxes and duties, stamp duty, registration charges, etc.), of the Transferor Company and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental shall be borne by the Transferee Company.
33. Upon the Scheme coming into effect, with effect from the Appointed Date, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company. If any such resolutions have any monetary limits approved as per the provisions of the Act, or any other applicable statutory provisions, then such limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.
34. Upon this Scheme becoming effective, the Transferee Company shall be entitled to occupy and use all premises, whether owned, leased or licensed, relating to the Transferor Company until the transfer of the rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally accepted by the parties concerned.
35. Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realise all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferor Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally accepted by the parties concerned.

36. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Appropriate Authority, if required, under any law for such consents and approvals which the Transferee Company may require to carry on the business of the Transferor Company.
37. The provisions contained in this Scheme are inextricably inter-linked 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 Company and the Transferee Company or any committee constituted by such Boards.
38. The Companies shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by the respective Board of Directors of the Companies prior to the Effective Date. In such a case, each of the Companies shall respectively bear their own cost or as may be mutually agreed. It is hereby clarified that notwithstanding anything to the contrary contained in this Scheme, any one of the Companies shall not be entitled to withdraw the Scheme unilaterally: (a) without the prior written consent of the other Company; or (b) unless such withdrawal is in accordance with any written agreement entered into between the Companies.

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**CERTIFIED TRUE COPY**  
**Exide Industries Limited**

  
**(Jitendra Kumar)**  
**Company Secretary and**  
**President (Legal & Corporate Affairs)**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS (SERIAL NO. 7 OF FY 2021-22) OF EXIDE INDUSTRIES LIMITED HELD ON TUESDAY, 29<sup>TH</sup> MARCH, 2022 THROUGH VIDEO CONFERENCING AT EXIDE HOUSE, 59 E CHOWRINGHEE ROAD, KOLKATA – 700020 (DEEMED VENUE) AT 3.00 PM**

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**Approval of scheme of merger involving wholly owned subsidiary, Chloride Power Systems & Solutions Limited (CPSSL)**

**“RESOLVED THAT** pursuant to the provisions of sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013 (the **“Act”**), read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and the other rules made thereunder (including any statutory modification(s) or re-enactment(s) or amendments thereof for the time being in force), section 2(1B) read with any other applicable provisions of the Income-tax Act, 1961, as amended (**“IT Act”**), other applicable laws including the master circular issued by Securities and Exchange Board of India (**“SEBI”**), bearing circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 (as amended from time to time) on Schemes of Arrangement by Listed Entities and Relaxation under sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957 (**“SEBI Scheme Circular”**), the relevant provisions of the Memorandum of Association and Articles of Association of the Company and other applicable laws, rules, regulations, bye-laws as the case may be, and subject to the requisite approval of the members and/or the creditors of the Company (unless dispensed with by the National Company Law Tribunal having jurisdiction over the companies (**“NCLT”**)), and necessary consents, observations, no-objections, permissions and approvals of SEBI, BSE Limited (**“BSE”**), the National Stock Exchange of India Limited, The Calcutta Stock Exchange Limited and any other statutory or regulatory authorities, as necessary, and subject to sanction by the Kolkata Bench of the NCLT and subject to all such conditions and modifications as may be prescribed or imposed by any of the aforesaid authorities while granting such approvals, observations, no-objections, permissions and sanctions, which may be agreed to by the Company, the consent and approval of the board of directors of the Company (**“Board”**), be and is hereby accorded to the amalgamation of the wholly owned subsidiary Chloride Power Systems & Solutions Limited (**“Transferor Company”**) with Exide Industries Limited, (**“Company”** or **“Transferee Company”**) and their respective shareholders, pursuant to a scheme of amalgamation (hereinafter referred to as the **“Scheme”**), as per which, effective from opening of business hours on April 1, 2022 or such other date as the NCLT may direct/ allow (**“Appointed Date”**), the following shall take effect:

- (a) the amalgamation of the Transferor Company with the Company in accordance with section 2(1B) and other provisions of the IT Act and other applicable laws and in accordance with Part IV of the Scheme;
- (b) cancellation of the shares held by the Transferee Company in the Transferor Company; and



(c) dissolution of the Transferor Company without winding up with effect from the Appointed Date.

**RESOLVED FURTHER THAT** the proposed merger being between a wholly owned subsidiary with its parent holding company, there shall not be any issue of additional/new or fresh shares to the shareholders of the Transferor Company nor shall any consideration be payable for the same and the entire share capital of the Transferor Company shall stand cancelled upon approval of the Scheme;

**RESOLVED FURTHER THAT** in the opinion of the Board, the draft Scheme will be of advantage and be beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable;

**RESOLVED FURTHER THAT** for the purposes of Section 232 of the Act, the auditor's certificate issued by the statutory auditors of the Company, i.e., by B S R & Co. LLP, certifying the accounting treatment contained in the Scheme being in compliance with applicable Accounting Standards specified by the Central Government under Section 133 of the Act and the rules made thereunder, as placed before the Board be and is hereby accepted and taken on record;

**RESOLVED FURTHER THAT** the draft report under Section 232(2)(c) of the Act as placed before the Board at this meeting and initialled by the Company Secretary for the purposes of identification, explaining the effect of the proposed Scheme on each class of shareholders (promoter and non-promoter shareholders), key managerial personnel, creditors, directors and employees of the Company, and specifying any special valuation difficulties etc. is hereby adopted and taken on record and the Chairman of the Board be and is hereby authorized to finalize and sign the same;

**RESOLVED FURTHER THAT** the disclosure to be submitted to the stock exchanges in connection with the proposed Scheme, for and on behalf of the Company, under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, a copy of which was tabled before the Board and duly initialled by the Company Secretary for the purpose of identification, be and is hereby approved;

**RESOLVED FURTHER THAT** any one of Mr. Subir Chakraborty, Managing Director & CEO, Mr. A K Mukherjee, Director-Finance & CFO, Mr. Arun Mittal, Director-Automotive, Mr. Avik Roy, Director-Industrial, Mr. Jitendra Kumar, Company Secretary & President (Legal & Corporate Affairs), Head-Secretarial, Head-Legal, Head – Accounts and Head – Direct & Indirect Taxation (“Authorised persons”) be and are hereby authorized severally to make such modifications, amendments, alteration and changes in the Scheme as may be expedient, desirable or necessary for (i) filing the Scheme with the NCLT; or (ii) satisfying the requirements, limitations or conditions imposed by the NCLT, SEBI, or any other regulatory authority; or (iii) may

be necessary for solving all difficulties that may arise for carrying out the Scheme, provided that prior approval of the Board shall be obtained for making any material changes in the said Scheme as approved in the meeting;

**RESOLVED FURTHER THAT** an application be made to the NCLT Kolkata Bench (having territorial jurisdiction in the State where the registered office of the Company is situated), under the provisions of sections 230 to 232 and other applicable provisions of the Act for seeking directions for holding meetings of the shareholders and creditors (if required) of the Company or for seeking dispensation of the meeting, and for the purpose of considering and approving the aforesaid draft Scheme and any one of the above *authorized persons*, be and are hereby authorized severally to:

- (a) sign, file, submit or present affidavit as a shareholder of the Transferor Company for agreeing, approving and confirming the Scheme;
- (b) sign, file, submit or present the said Scheme and related documents with the concerned stock exchange(s) in terms of the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Scheme Circulars;
- (c) file the company application(s) along with the affidavits (wherever required) before the NCLT, Kolkata Bench or such other competent authorities for seeking directions as to convening/ dispensation of the meetings of the shareholders and/or creditors of the Company as may be considered necessary and other directions to give effect to the Scheme;
- (d) convene and conduct shareholders and/or creditors meetings (where applicable) as may be directed by the NCLT;
- (e) appoint, or engage, or ratify the appointment/ engagement of any third-party intermediaries or advisors in connection with the transaction set out in the Scheme;
- (f) engage and instruct advocates and if considered necessary, also engage services of counsel(s), legal experts and other concerned authority(ies), to do all things necessary and expedient in connection with the Scheme including to declare and file all pleadings, reports, and sign and issue public advertisements and notices;
- (g) finalize and bring into effect the Scheme and make and give effect to any modifications, amendments, alterations, or revisions in the Scheme from time to time pursuant to any change in law or otherwise, including suspend, withdraw, transfer or revive the Scheme as may be specified by any statutory authority or; may *suo moto* decide in their absolute discretion in consultation with the legal

counsel(s) and do all such acts, deeds, matters and things whatsoever including settling any question, doubt or difficulty that may arise with regard to or in relation to the Scheme, in their absolute discretion consider necessary, expedient, fit and proper; provided that no alteration, modification or amendment which amounts to a material change to the substance of the Scheme shall be made except with the prior approval of the Board;

- (h) make such alterations or modifications or amendments to the Scheme as may be expedient or necessary particularly to comply with any requirements, conditions or limitations the NCLT or any statutory authority(ies) may deem fit to direct or impose or for any other reason;
- (i) file petitions for confirmation and sanctioning of the Scheme by NCLT or such other competent authority(ies);
- (j) for the above purpose file all pleadings, reports, and sign and issue advertisements and notices;
- (k) do all acts and things as may be considered necessary and expedient in relation thereto and for that purpose to engage any counsel(s) and sign authorizations/ vakalatnama, in their favour as may be required;
- (l) correspond, make appropriate applications, filings and (as applicable) to notify, obtain no-objection/or observation letter, obtain approval from and/or represent before Registrar of Companies, Ministry of Corporate Affairs, Regional Director, Income Tax authorities, Competition Commission of India, Reserve Bank of India, SEBI, Stock Exchanges, NCLT, and such other statutory authority(ies) and other governmental body(ies), in India or abroad, including the shareholders and/or creditors as may be required or considered necessary;
- (m) produce all documents, matters or other evidence in connection with the matters aforesaid and any other proceedings incidental thereto or arising therefrom;
- (n) sign all the papers, documents, writings, applications, petitions, affidavits, representations, pleadings, public advertisements, notices, reports, e-forms to be filed with the Registrar of Companies, during the process etc., which are required to be signed, executed, delivered for carrying into effect the said Scheme in all respects whatsoever and/or for obtaining directions (including but not limited to from the Hon'ble NCLT and for this purpose, to appear in person and/or represent the Company before the Hon'ble NCLT or any other authority and to deliver a certified copy of this resolution to any concerned party or authorities and for this

purpose, to appear in person and/or represent the Company before the Hon'ble NCLT or any other authority;

- (o) sign and execute the request letters/ no objection/ sanction letters for obtaining the necessary no objection/ sanction letters for dispensation of the meeting(s) of the shareholders and/or creditors of the Company for approving the Scheme and thereafter submitting the same on receipt thereof to the NCLT or any other appropriate authority, as may be required;
- (p) settle any questions or doubts or any difficulties that may arise with regard to the Scheme, including passing of accounting entries and/or making such other adjustments in the books of account as are considered necessary to give effect to the Scheme and this resolution;
- (q) accept service of notices or other processes which may from time to time be issued in connection with the matter aforesaid and also to serve any such notices or other processes to parties or persons concerned;
- (r) file requisite e-forms, returns, other documents including the Scheme with the Registrar of Companies in connection with the Scheme;
- (s) incur such expenses as may be necessary in relation to the above or the transaction;
- (t) take all procedural steps for having the Scheme sanctioned by the NCLT including, without limitation, filing necessary applications, petitions and signing, verifying and affirming all applications, affidavits and petitions as may be necessary; and
- (u) to take all the steps necessary or incidental and considered appropriate with regard to the above applications and petitions and implementation of the orders passed thereon and generally for putting through the Scheme and completing the same.

**RESOLVED FURTHER THAT** any action already taken by the abovementioned director and/or officers of the Company in relation to appointment of advisors, auditors, and such other entity(ies) for the Scheme be and is hereby ratified;


**RESOLVED FURTHER THAT** the Common Seal of the Company be affixed on such agreements, undertakings, deeds, documents, declarations, etc., as may be required, (including on any modifications or amendments or alterations thereto as may be required from time to time), in accordance with the provisions of the Articles of Association of the Company;



**RESOLVED FURTHER THAT** the nominees of the Company holding shares on behalf of the Company in the Transferor Company be instructed to sign and submit necessary consent for the waiver of the meeting of the shareholders of the Transferor Company while moving the application for approval of the Scheme before the NCLT, for seeking an order for holding/waiving of the meeting(s) of the holders of the equity shares of the Transferor Company and such other meetings as the NCLT may direct, for the purpose of considering and approving the aforesaid draft Scheme;

**RESOLVED FURTHER THAT** any of the executive directors or Company Secretary, of the Company be and are hereby authorized severally to do all such acts, matters, deeds and things necessary or desirable in connection with or incidental to giving effect to the above resolutions for and on behalf of the Company, including execution and delivery of certified copies of the resolutions passed at this meeting.”

Certified to be True Copy  
For Exide Industries Limited



**Jitendra Kumar**  
**Company Secretary &**  
**President (Legal & Corporate Affairs)**  
ACS: 11159