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18/9/24

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
AHMEDABAD  
DIVISION BENCH  
COURT - 1**

CP(CAA)/10 (AHM)2024 in  
C.A.(CAA)/51(AHM)2023

**Order under Rule 154 of NCLT Rules, 2016**

**In The Matter Of:**

Deep Energy Resources Limited  
Salva Oil and Gas Pvt. Ltd.  
Prabha Energy Pvt. Ltd.

.....Applicant

.....Respondent

**Order delivered on: 11/09/2024**

**Coram:**

Mr. Shammi Khan, Hon'ble Member(J)  
Mr. Sameer Kakar, Hon'ble Member(T)

**PRESENT:**

For the Applicant :  
For the Respondent :

**CORRIGENDUM ORDER**

1. The Present Application is filed Speaking to Minutes dated 05.09.2024 for seeking rectification of the order dated 30.08.2024 passed by this Hon'ble Tribunal in C.P(CAA)/10(AHM)2024 in C.A.(CAA)/51(AHM)2023.
2. The rectification sought by the Applicant Companies are as follows: -
  - i. In Para 14 of the order, there is a typographical error in as much as, it is stated "pooling of interest method of accounting as per Accounting Standard



CA(CAA)/51(AHM)2023

Deep Energy Resources Ltd, Salva Oil and Gas Pvt. Ltd. and Prabha Energy Pvt Ltd

(AS-14)", whereas it should be recorded as  
**"Indian AS103 "Business Combinations"**.

ii. In para 16(ix) of the order, the appointed date is erroneously mentioned as 14<sup>th</sup> September, 2022, whereas it should be recorded as 1<sup>st</sup> April, 2022 and clause 1.1(c) of the scheme is erroneously mentioned, whereas it should be mentioned as clause 1.1(d) of the scheme.

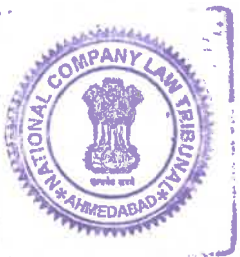
3. It is submitted by the applicant that this Hon'ble Tribunal is empowered to make such corrections in the order under Rule 154 of the NCLT Rules. Rule 154 of the Rules read as under: -

*"154. Rectification of Order. -*

*(1) Any clerical or arithmetical mistakes in any order of the Tribunal or error therein arising from any accidental slip or omission may, at any time, be corrected by the Tribunal on its own motion or on application of any party by way of rectification.*

*(2) An application under sub-Rule (1) may be made in Form No. NCLT 9 within two years from the date of the final order for rectification of the final order not being an interlocutory order."*

4. It appears that in order dated 30.08.2023 passed in C.P(CAA)/10(AHM)2024 in C.A.(CAA)/51(AHM)2023,



CA(CAA)/51(AHM)2023

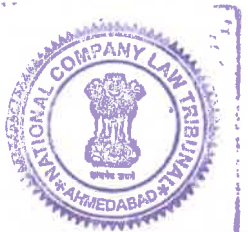
Deep Energy Resources Ltd, Salva Oil and Gas Pvt. Ltd. and Prabha Energy Pvt Ltd

certain rectification is required. Accordingly, we hereby rectify the said order as follows:

a) In para 14, the said para of the order will be replaced by para which is reproduced as under:

"The Accounting Treatment of Transferor Company 1 and 2 and Transferee Company dated 15.09.2022 by the statutory auditor Keyur D. Bavishi stated as under:

*"We, the statutory auditors of Deep Energy Resources Limited, (hereinafter referred to as "the Company" or "the Transferor Company"); Savla Oil & Gas Private Limited, (hereinafter referred to as "the Company" or "the Transferor Company"), and Prabha Energy Private Limited, (hereinafter referred to as "the Company" or "the Transferee Company") have examined the proposed accounting treatment specified in Section II Part D. Clause 7.1 of the Draft Composite Scheme of Arrangement between the Company, Deep Energy Resources Limited (the "Transferor Company 1"), Prabha Energy Private Limited (the "Transferee Company") and their respective shareholders and creditors (hereinafter referred to as the "Draft Scheme") as approved by the Board of Directors of the Company in their meeting held on September 15, 2022, in terms of the provision of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and circulars issued there under (the "SEBI Regulation"), section 230 to 232 of the Companies*



CA(CAA)/51(AHM)/2023

Deep Energy Resources Ltd, Savla Oil and Gas Pvt. Ltd. and Prabha Energy Pvt Ltd

Act, 2013 (the "Act") and other applicable provisions of the Act with reference to its compliance with the applicable Indian Accounting Standards as specified under Section 133 of the Act read with Companies (Indian Accounting Standard) Rules, 2015 as amended from time to time (the "applicable Accounting Standards") and Other Generally Accepted Accounting Principles in India."

b) In para 16(ix), the appointed date "**14<sup>th</sup> September, 2022**" will be read as "**1<sup>st</sup> April, 2022**" and the "**clause 1.1(c) of the scheme**" will be read as "**clause 1.1(d) of the scheme**".

5. This Corrigendum shall form part and parcel of the order of this Tribunal dated 30.08.2024.

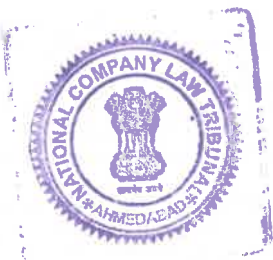
-Sd-

**SAMEER KAKAR**  
**MEMBER (TECHNICAL)**

ST

-Sd-

**SHAMMI KHAN**  
**MEMBER (JUDICIAL)**



**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**AHMEDABAD**  
**DIVISION BENCH**  
**COURT - 1**

ITEM No. 303

C.P.(CAA)/10(AHM)2024 in  
C.A.(CAA)/51(AHM)2023

**Order under Section 230-232, Co. Act, 2013**

**In The Matter Of:**

Deep Energy Resources Ltd.  
Salva Oil and Gas Pvt. Ltd.  
Prabha Energy Pvt. Ltd.

.....Applicant

.....Respondent

**Order delivered on: 30/08/2024**

**Coram:**

Mr. Shammi Khan, Hon'ble Member(J)  
Mr. Sameer Kakar, Hon'ble Member(T)

**PRESENT:**

For the Applicant :  
For the Respondent :

**ORDER**  
**(Hybrid Mode)**

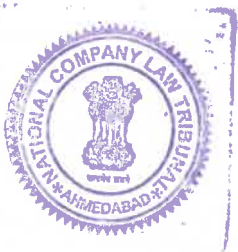
The case is fixed for the pronouncement of the order. The order is pronounced in the open court, vide separate sheet.

-SD-

**SAMEER KAKAR**  
**MEMBER (TECHNICAL)**

-SD-

**SHAMMI KHAN**  
**MEMBER (JUDICIAL)**



**IN THE NATIONAL COMPANY LAW TRIBUNAL,  
DIVISION BENCH - I, AHMEDABAD**

**CP(CAA) No. 10/NCLT/AHM/2024**  
in  
**CA(CAA) No. 51/NCLT/AHM/2023**

Application under Sections 230-232 and read with other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, and Amalgamations) Rules, 2016]

**In the matter of Composite Scheme of Arrangement**

**DEEP ENERGY RESOURCES LIMITED**

CIN NO: L63090GJ1991PLC014833

12A & 14, Abhishree Corporate Park,  
Ambli Bopal Road, Ambli, Ahmedabad,  
Gujarat-380058

... Applicant / Transferor Company 1

**SAVLA OIL AND GAS PRIVATE LIMITED**

CIN NO: U11200GJ2009PTC058263

Having its registered office at  
14, Ground Floor, Abhishree Corporate  
Park, Ambli Bopal Road, Ambli, Ahmedabad,  
Gujarat- 380058

... Applicant/ Transferor Company 2

**Prabha Energy Private Limited**

CIN NO: U40102GJ2009PTC057716

Having its registered office at 12A,  
Abhishree Corporate Park, Opp. Swagat  
BRTS Bus Stop, Ambli Bopal Road, Ambli,  
Ahmedabad, Gujarat- 380058.

... Applicant/ Transferee Company

and

**Their Respective Shareholders and Creditors**



CP(CAA) No. 10/NCLT/AHM/2024 in CA(CAA) No. 51/NCLT/AHM/2023  
Deep Energy Resources Limited & Ors.

Order pronounced on: 30.08.2024

**CORAM:**

**SH. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)**  
**SH. SAMEER KAKAR, HON'BLE MEMBER (TECHNICAL)**

For the Applicant: Mr. Ravi Pahwa, Adv a/w  
Mr. Gunjan Aggarwal, Adv.

For Income Tax : Ms. Kinjal Vyas, Proxy Adv

For RD : Mr. Shiv Pal Singh, Deputy Director

For RoC : Ms. Rupa Suthar, Deputy RoC

For Ministry of Petroleum : Mr. Ankit Chaturvedi, Adv  
and Natural Gas

For OL : Mr. Pushpendra Meena,  
Sr. Technical Assistant

**ORDER**

1. The present joint Company Petition has been filed by the Petitioner Companies above named for the purpose of the approval of the Composite Scheme of Arrangement between **Deep Energy Resources Limited** (for brevity "Transferor Company 1"), **Salva Oil and gas Private Limited** ( for brevity "Transferor Company 2") and **Prabha Energy Private Limited** (for brevity "Transferee Company"), under section 230-232

✓



of Companies Act, 2013, and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (for brevity 'the Rules') (hereinafter referred to as the 'SCHEME') pursuant to the Scheme proposed by the Petitioner Company and the said Scheme is also annexed at "*Annexure I*" of the Petition.

2. The Scheme inter alia provides for the Arrangement in the nature of amalgamation of Deep Energy Resources Ltd. and Salva Oil and Gas Pvt. Ltd. with Prabha Energy Private Limited. Also Reclassification/Conversion of Transferee Company into the Public Company.
3. Affidavit in support of the above Petition was sworn on behalf of the Petitioner Companies and has been filed by Mr. Shail manoj Salva for the Petitioner Company 1; Mr. Manoj Shantilal Salva for the Petitioner Company 2 and Mr. Preamsingh Sawhney for the Petitioner Company 2 along with the Petition. The above-named





Authorised Signatories of Petitioner Companies have been authorized vide Board Resolution dated 15.09.2022 passed by all the Petitioner Companies.

**4. 1<sup>ST</sup> MOTION APPLICATION – IN BRIEF**

4.1 The Petitioner Company has filed the First Motion Application vide CA(CAA) No.51/NCLT/AHM/20 seeking reliefs as follows: -

|                             | <b>EQUITY SHAREHOLDERS</b> | <b>SECURED CREDITORS</b> | <b>UNSECURED CREDITORS</b> | <b>PREFERENCE SHAREHOLDER</b> |
|-----------------------------|----------------------------|--------------------------|----------------------------|-------------------------------|
| <b>TRANSFEROR COMPANY 1</b> | To order Meeting           | To Dispense with         | To order Meeting           | N/A                           |
| <b>TRANSFEROR COMPANY 2</b> | To Dispense with           | N/A                      | To Dispense with           | N/A                           |
| <b>TRANSFeree COMPANY</b>   | To Dispense with           | To Dispense with         | To order Meeting           | To Dispense with              |

4.2 Based on such application moved under Sections 230-232 of the Companies Act, 2013; directions were issued by this Tribunal, vide corrigendum dated 12.12.2023 cum order dated 8<sup>th</sup> November 2023, to order meeting of:



a) The Equity shareholders of Transferor Company-1; Unsecure Creditors of Transferor Company-1 and Transferee Company on 29<sup>th</sup> January 2024 at 10:00 AM, 12:00 hours and 3:00 PM respectively, at the registered office of Transferee Company i.e. at Hotel Planet Landmark, 139/1, Ambli-Bopal Road, Off S.G. Road, Nr. Ashok Vatika, Opp. Ekta Farm, Ahmedabad-380058 or through video conferencing for the purpose of considering and if, through fit;

4.3 Accordingly, the Tribunal has appointed Mr. V.K. Rajasekhar, Advocate, as the Chairperson and Mr. Gaurav Vesasi, Practising Company Secretary, as the Scrutinizer of the meeting(s), and gave directions to comply with various stipulations contained in the Order including filing of the Chairperson's Report.

4.4 The Tribunal also directed issuance of notices to statutory authorities viz. i) the Central Government through the Regional Director, North Western Region, ii) Registrar of Companies, Gujarat, iii)



Income-Tax Authority, and iv) the Official Liquidator (in respect of the Transferor Companies) as well as other Sectoral Regulators stating that the representations, if any, to be made by them within a period of 30 days from the date of receipt of such notice.

4.5 In compliance of the order dated 8<sup>th</sup> November, 2023 made by this Tribunal in CA (CAA) No. 51 of 2023, the Applicant filed an affidavit on 22.03.2024 regarding serving of notice of the meetings to all the shareholders of all the applicant companies; Secured Creditor of Transferee Company; and Unsecured Creditors of the Transferor Company-2 and Transferee Company and advertisement of notice of meetings.

4.6 The Chairperson Mr. V.K. Rajasekhar has submitted Report along with statutory auditor's Report on the meeting of the shareholders of all the applicant companies, the Secured Creditor of Transferee Company and Unsecured Creditors of Transferor



Company-2 and Transferee Company on 31.01.2024 with the Tribunal. From the Chairperson's report, it is observed that the Equity shareholders of Transferor Company-1; Unsecured Creditors of Transferor Company-2 and Transferee Company had consented in favour of the Scheme.

## 5. Rationale of the Scheme

5.1. The proposed Scheme, inter alia, would result in business and operational synergies as mentioned herein under:

A. The amalgamation of the Transferor Company 1 and Transferor Company 2 with and into The Transferee Company and Simplification of the group structure to result into:

- a. Creating enhanced value for the shareholders through potential unlocking of value through listing of businesses of all the Parties.
- b. Efficiency in management, control and running of businesses of the companies concerned and create a financially strong amalgamated company;



- c. Pooling of financial and other resources of both the companies for optimum utilization of resources in the businesses and increased bargaining power;
- d. Rationalization, standardization and simplification of business processes and systems;
- e. Minimization of compliances, compliance cost and elimination of duplication and rationalization of administrative cost of legal entities;
- f. Provide opportunity to the public shareholders of the Transferor Company 1 to directly participate in the business of the Transferee Company, and increase long term value of all the stakeholders, by creating a standalone listed entity; and
- g. Ability to pursue inorganic growth with consolidated financials and better operational control.

B. The rationale for reclassification of Promoters Seeking Reclassification from 'Promoter and



Promoter Group' category to 'Public' category in the Transferor Company 1 and upon this Scheme coming into effect, in the Transferee Company is that the Promoters Seeking Reclassification:

- a. are not engaged in the business, management, control or day-to-day affairs of the Transferor Companies (as defined below) and the Transferee Company;
- b. do not have any right either to appoint any Director of the Transferor Companies and the Transferee Company; and
- c. does not have an ability to control the management or policy decisions of the Transferor Companies and the Transferee Company in any manner whatsoever including by virtue of their shareholding and none of their act would influence the decisions taken by the Transferor Companies and the Transferee Company.

5.1 The Scheme is in the best interest of shareholders, employees and creditors of all the



Parties. The Scheme does not have any adverse effect on either of the shareholders, the employees or the creditors of any of the Parties.

5.2 The Board of all the Parties believe that the Scheme would ensure benefit to all the stakeholders and will enhance the value for all shareholders.

5.3 In view of the aforesaid advantages, the Board of all the Parties have considered and proposed this scheme under the provisions of Sections 230-232 and other applicable provisions of the Act and rules made thereunder, the SEBI circular, the Listing Regulations and other Applicable Laws.

6. In the second motion application filed by the Petitioner Companies, this Tribunal vide order dated 22.02.2024 directed the Applicant Companies to issue notice to the Statutory / Regulatory Authorities viz. (i) the Central Government through Regional Director, North Western Region, (ii) the Registrar of Companies, Gujarat (iii) the Income-Tax Authority (iv) Official Liquidator and other



sectoral regulators (v) SEBI, NSE, BSE ( Qua Petitioner Company-1) and other Sectorial Regulators, who may govern the working of the respective company, as well as for paper publication to be made in "Business Standard" in English language and "Jai Hind" in Vernacular Language both Ahmedabad Edition.

7. In compliance to the said directions issued by this Tribunal, the Petitioner Companies have filed an affidavit of service before the Registry of this Tribunal on **22.03.2024** and a perusal of the same discloses that the Petitioner Companies have effected paper publications as directed by the Tribunal in the "Business Standard" in English and in "Jai Hind" in Vernacular Language (Ahmedabad Edition) on 20.03.2024. It is also seen that notices have been also served to Statutory Authorities i.e. RD, ROC, and Official Liquidator on 29.02.2024; i.e. Income Tax Authority, Directorate General of Hydrocarbons (qua Petitioner Company no. 1&3) and Reserve Bank of India (qua Petitioner Company 1) on 28.02.2024 and





SEBI (qua Petitioner Company 1), NSE(qua Petitioner Company 1) and BSE(qua Petitioner Company 1) on 27.02.2024. The proof of the same by way of affidavits have been enclosed with the separate typed set. Pursuant to the service of notice of the petition the following statutory authorities have responded as follows: -

**STATUTORY AUTHORITIES**

**8. REGIONAL DIRECTOR, NORTH WESTERN REGION**

- a. The Regional Director, North Western Region, MCA, and RoC, Ahmedabad have filed their observations before this Tribunal on 08.05.2024 vide inward diary R199 making the following observations: -

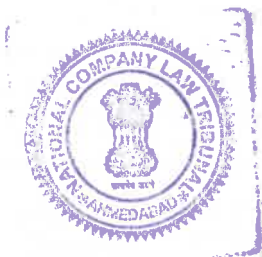
**Observations of ROC are as under:**

- i. The Equity Shares of Transferor Company No. 1 are listed on BSE Limited (BSE) and the National Stock Exchange of India Limited (NSE). Both the stock Exchanges have issued their Observation vide letter dated 23.08.2023 for the proposed



Scheme. Therefore, directions be issued to the Petitioner Companies to comply with the directive /Circular issued by SEBI from time to time. Transferor Company No. 2 and Transferee Company are not listed on any Stock Exchange.

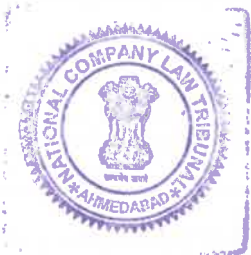
- ii. Clause 10 of the Scheme provides amendment to Clause 3A on Memorandum of Association (MOA) and Articles of Association (AOA) regarding conversion of statue Transferee Company from Private to Public. In this regard, the Transferee company shall be filed the relevant e-Form i.e. MGT-14 and INC-27 with the Ministry of Corporate Affairs along with requisite fees /additional fees for conversion to Public Limited Company and be followed the procedure laid down under section 14 read with Section 4 of the Companies Act 2013 and Rules made thereunder.
- iii. It is observed from the para 11(iii) of the order dated 08.11.2023 passed in CA(CAA)/51(AHM) 2023 by the Hon'ble NCLT, that in respect of Applicant Transferor Company No. 1 that "There



is 1(one) Secured Creditor having an outstanding amount of Rs. Nil". Whereas, as per the Index of Charge available under the MCA's website, there is 05 open secured Charge IDs in favour of 02 Secured charge holders. The details of aforesaid open charge Ids are as under:

| S. No. | SRN       | Charge ID | Charge Holder Name | Date Creation | of           | Amount (in Rs.)   |
|--------|-----------|-----------|--------------------|---------------|--------------|-------------------|
| 1.     | AA1168882 | 100655876 | IndusInd Bank Ltd. | 22/11/2022    |              | 10,10,03,200      |
| 2.     | R45285657 | 100347752 | ICICI Bank Ltd.    | 09/06/2020    |              | 18,78,500         |
| 3.     | R44051209 | 10344654  | ICICI Bank Ltd.    | 16/03/2020    |              | 20,39,000         |
| 4.     | H33196700 | 100222278 | ICICI Bank Ltd.    | 17/11/2018    |              | 18,00,000         |
| 5.     | G72538440 | 100144427 | ICICI Bank Ltd.    | 11/12/2017    |              | 70,00,000         |
|        |           |           |                    |               | <b>Total</b> | <b>20,304 Cr.</b> |

It is further observed from the para 13(iii) of the order dated 08.11.2023 passed in CA(CAA)/51(AHM) 2023 by the Hon'ble NCLT, it has been mentioned with respect of Applicant Transferee Company that "There is 1(one) Secured Creditor having an outstanding amount of Rs. Nil". Whereas, as per the Index of Charge available under the MCA's website, there is 02 open



secured Charge IDs in favour of 02 Secured charge holders. The details of aforesaid open charge Ids are as under:

| S. No.       | SRN       | Charge ID | Charge Holder Name  | Date of Creation | Amount (in Rs.)    |
|--------------|-----------|-----------|---------------------|------------------|--------------------|
| 1.           | AA5883833 | 100802912 | ICICI Bank Ltd.     | 04/10/2023       | 30,00,00,000       |
| 2.           | T94640430 | 100555808 | Union Bank of India | 11/03/2022       | 9,20,00,000        |
| <b>Total</b> |           |           |                     |                  | <b>3,92,00,000</b> |

In view of above, it is revealed that the Transferor Company No. 1 and Transferee company have not filed satisfaction of charges from time to time as per the requirement of Section of Section 82 of the Companies Act, 2013 r.w. Rule 8 of the Companies (registration of Charges) Rules, 2014. The Registrar of Companies respectfully submits that the Hon'ble NCLT may kindly issue suitable directions to both the aforesaid Applicant Companies to place on record all the relevant facts regarding due compliance of the provisions of the Section 82 of the Companies Act, 2013 read



with Rule 8 of the Companies (register of Charges) Rules, 2014.

iv. Clause 13.2 of the proposed Scheme provides that, as an integral part of the Scheme and upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the authorised share capital of the Transferor Company 1 of Rs. 32,00,00,000/- (comprised of 3,20,00,000 (Three Crore Twenty Lakh) Equity Shares having face value of Rs. 10/- each, shall stand consolidated and vested in and merged with the authorised share capital of the Transferee Company. Further, as an integral part of the Scheme and upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the authorised share capital of the Transferor Company 2 of Rs. 8,72,81,000 comprised of 72,28,100 Equity Shares having face value of Rs. 10/- each and 15,00,000 Preference Shares having Face value of Rs. 10/- each shall stand consolidated and vested in and merged with the authorised share capital of the

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*Transferee Company After considering consolidation of the authorised share capital of the Transferor Company 1 and the Transferor Company 2 with the authorised share capital of the Transferee Company as above and Bonus Issuance by the Transferee Company and sub-division of the Equity Shares of the Transferee Company as contemplated in Clause 9 of the Scheme, the authorised share capital of the Transferee Company as set out in Clause 3.3 of this Scheme shall stand enhanced to INR 64,07,48,700 (Indian Rupees Sixty Four Crore Seven Lakh Forty Eight Thousand and Seven Hundred), comprising into 58,81,48,100 (Fifty Eight Crore Eighty One Lakh Forty Eight Thousand and One Hundred) Equity Shares of face value of INR 1 (Indian Rupee One) each and 5,26,00,600 (Five Crore Twenty Six Lakh and Six Hundred) Preference Shares having face value of INR 10 (Indian Rupees Ten) each.*

*It is submitted that upon consolidation of Authorised Capital of Transferor Company No.*

*✓*



1 and Transferor Company No. 2 into the Authorized Capital of Transferee Company and post issue of Bonus Shares as per the Clause 9 authorised Capital of the Transferee Company shall be mentioned as Rs. 64,07,48,700/- divided into 58,81,48,100 equity Shares of Rs. 1/- each and 52,60,060 Preference Shares of Rs. 10/- each at clause 13.2, however, Authorised Capital has been mentioned in the Scheme as Rs. 64,07,48,700/- comprising into 58,81,48,100 Equity Shares of Rs. 1/ each and 5,26,00,600 Preference Shares having face value of Rs.10/- each. Hon'ble NCLT may kindly direct the Applicant Companies to place on record all the relevant fact w.r.t. Authorised capital of Transferee company post Amalgamation.

It is further submitted that Section 232 provides that Authorized capital of the Transferor Companies merges with the Authorised capital of the Transferee Company,



"where the transferor company is dissolved, the fee, if any, paid by the transferor company on its Authorised Capital shall be set-off against fees payable by the transferee company on its Authorised Capital subsequent to the amalgamation". In this regard, Petitioner Companies have to undertake to comply with section 232(3) (i) of Companies Act, 2013 and Transferee Company must be paid the differential fee, if any after setting off the fee already paid by Transferor Companies on its Authorised capital.

**The observations of the RD are as under: -**

- i. That, as per the Scheme, the authorized share capital of the petitioner Transferor Companies amounting to Rs. 40,72,81,000/- will be added to the authorized share capital of the petitioner transferee company. In compliance with the provisions of Section 232 (3) (i) of the Companies Act, 2013 the petitioner transferee company is under statutory obligation to pay the difference





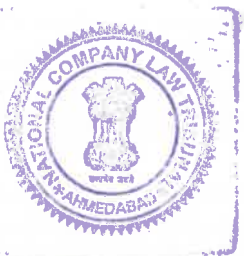
amount of fees, if any which is payable on the enhanced Authorized Capital and the fees which have already been paid by all the petitioner companies at the time of registration/increase in authorized capital.

- ii. That, the Hon'ble Tribunal may kindly direct the Petitioner Companies to file an affidavit to the extent that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy, or no change is made.
- iii. That, it is observed from the scheme of amalgamation that the transferor company no.1 Deep Energy Resources Limited is listed company and merging with a private company namely Prabha Energy Private Limited. In this regard BSE already raised query regarding reverse merger and the company has replied vide letter dated 02.03.2023 that "the Company had considered, analyzed and evaluated options. We would like to state that the value of PEPL is



relatively higher and the amalgamation of PEPL into the Company would enable value unlocking and listing of PEPL as well as provide opportunity to the public shareholders of DERL to directly participate in the business of PEPL thereby increasing long term value of all the stakeholders by creating a standalone listed entity. The same is also evident from the rationale of the Scheme at para C(a) of Introduction part of the Scheme. Accordingly, after due analysis and evaluation, the Company considered to amalgamate the Company into PEPL. The considering the reply of the company, the BSE has issued the in-principle approval vide letter dated 23.08.2023.

- iv. That, Petitioner Transferor Company No.1 namely Deep Energy Resources Limited is listed with the BSE & NSE and Petitioner company has submitted with the office of the Regional Director, the copy of both observation letters dated 23.08.2023 issued by BSE & NSE to the petitioner company pursuant to the SEBI circular No. CFD /



DIL/3/ CIR / 2017 / 21 dated 10.03.2017 for necessary compliance. The SEBI's circulars are intended to ensure compliances by listed company in the interest of shareholders at large. This office is of the view that the SEBI circulars which are applicable, and the petitioner company should comply with the requirements of the circular.

- v. In this regard the Hon'ble NCLT may be pleased to direct petitioner Demerged company to place confirmation /undertaking before the Hon'ble NCLT that company has complied the observations of aforesaid letter of stock exchange.
- vi. That, as per information provided by the petitioner companies vide letter dated 10.01.2024 pursuant to this Directorate's letter dated 02.01.2024 stating that there are Foreign National / NRI / Foreign Bodies Corporate are holding shares in the Petitioner Transferor company No. 1. The Petitioner Company who have Foreign National / NRI / Foreign Bodies Corporate



shareholder are required to be complied with the provisions of FEMA and RBI guidelines, in this regard. The Hon'ble NCLT may therefore be pleased to direct the Petitioner Companies to ensure about the compliances of FEMA and RBI guidelines, in the matter, from time to time.

vii. That, it is submitted that the Appointed Date/ Transfer Date is 01.04.2022 as per para 1.2 (d) of section-I of the Scheme, however, the company application was filed on 19.09.2023 after one year from Appointed Date. As per para 6 (c) of MCA Circular no. 09/2019 dt 21.08.2019 have stated that "if the 'appointed date' is significantly ante-dated beyond a year from the date of filing, the justification for the same would have to be specifically brought out in the scheme and it should not be against public interest". On examination of the scheme, It appears that no justification has mentioned in the scheme about gap of more than one year in filing of application and appointed date. The Hon'ble NCLT may



therefore be pleased to direct the petitioner companies to comply the same and place on record all the relevant facts of the matter.

viii. That, it is submitted that the object clause of the petitioner companies is relating to OIL & Gas business which is regulated by the respective Ministry of Petroleum & Natural Gas, Govt. of India. The Regional Director is however, not aware as to whether the petitioner company has obtained licences, approvals and other permissions, if any, from the regulatory authority / concerned Ministry.

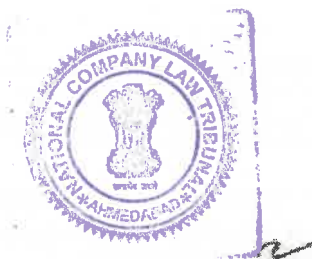
**Hon'ble Bench of National Company Law Tribunal may be please to direct the petitioner companies:**

- a) To ensure compliance and furnish the clarification, if any. regarding observations made by Registrar of Companies and this Directorate (NWR) in forgoing Paragraph No. 5 & 6 above.
- b) To preserve its books of accounts, papers and records and shall not be disposed of without



prior permission of Central Government as per the Provision Section 239 of the Companies Act, 2013.

- c) To ensure Statutory compliance of all applicable Laws and on sanctioning of the present Scheme, the Petitioner Companies shall not be absolved from any of its Statutory liabilities, in any manner.
- d) Necessary Stamp Duty on transfer of property/Assets, if any is to be paid to the respective Authorities before implementation of the Scheme.
- e) The petitioner companies involved in the scheme to comply with the provisions of Section 232(5) of the Companies Act, 2013 with respect to file certified copy of order sanctioning the scheme with Registrar of Companies within 30 days from date of passing order.
- f) The Petitioner companies shall undertake comply with Income Tax/GST law and any

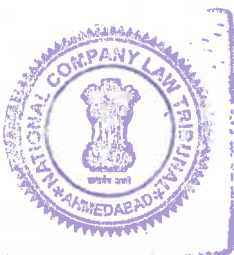


demand /taxs payable on implementation of the said scheme as per law.

g) Applicant company/(ies) to pay such amount of legal fees / cost to the Central Government which may be considered appropriate by this Hon'ble NCLT for the legal fees / expenses of the office of the Regional Director for submitting this report and representing the matter on behalf of the Central Government.

That, there are no other observations / submissions except stated hereinabove, for being consideration of the Hon'ble NCLT in respect of the Scheme propose on Amalgamation of Deep Energy Resources Limited, Savla Oil and gas Private Limited, with Prabha Energy Private Limited and their respective shareholders & Creditors.

b. The Petitioner Companies have filed an Additional Affidavit dated 28.05.2024 before this Tribunal on 29.05.2024 in response to observation of **Regional**



**Director and the Registrar of Companies with the following response:**

- i. With regards to observation contained in para 5(i) which is pertaining to the Report of the Registrar of Companies, it is stated that the petitioner companies undertake to comply with the directive/ circular issued by SEBI from time to time, to the extent applicable.
- ii. With regards to observation contained in para 5(ii), it is stated that the petitioner companies undertake to file relevant E-forms to the extent applicable to the petitioner companies.
- iii. With regards to observation contained in para 5(iii), it is stated that so far as the Petitioner/ Transferor Company 1 is concerned, it is to state that so far as the purported dues of Indusind Bank is concerned, the same is a non-fund based bank guarantee of INR 10,10,03,200/-. There is no liability as on this date in the books of the Transferor Company 1





as the said guarantee is not invoked as on this date. Therefore, the outstanding is NIL. As regards the purported, dues of ICICI Bank is concerned, a business unit of Deep Energy Resources Limited was demerged into the Resulting Company i.e. Deep Industries Limited. This liability of ICICI Bank was a part of the Demerged Undertaking which stood transferred to the Deep Industries Limited and therefore, as on the date of filing the application, ICICI Bank was not a secured creditor of Deep Energy Resources Limited. The petitioner Transferor Company has addressed various letters to the Ministry of Corporate Affairs flagging this issue and requesting the Ministry to change the charge.

- iv. It is submitted that so far as the purported dues of the Petitioner Company 3- Transferee Company i.e. Prabha Energy Private Limited of Union Bank of India of Rs. 9.20 Crores is concerned, it is to state that the said amount is



towards non-fund based bank guarantee which is not invoked as on this date and therefore, in the books of account of the Transferee Company, the outstanding amount is NIL. So far as purported dues of INR 30 Crores of ICICI Bank is concerned, the said financial assistance was availed after the filing of Company Application and the charge is also registered after filing of the Company Application. A copy of proof evidencing that the financial assistance, from ICICI Bank was availed after the filing of this application at Annexure-R2 colly of the said affidavit. Even otherwise, this due pertains to the Transferee Company and after the approval of the Scheme by this Tribunal, the Transferee Company shall not be dissolved and remain in existence and therefore, it will continue to service its dues.

- v. With regards to observation contained in para 5(iv), it is stated that due to typographical error in consolidated share capital preference share

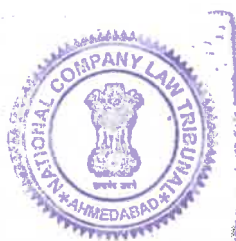


capital is mentioned as 5,26,00,600 Preference Shares of Rs. 10/- each, which actually should be 52,60,060 Preference Shares of Rs.10/- each. We beg to annex rectified Scheme at Annexure- R3 colly. It is further stated that the petitioner companies undertake to comply with Section 232(3) (i) of the Act.

vi. With regards to observation contained in para 6(i) which pertains to the report of Regional Director, it is stated that the petitioner companies undertake to comply with Section 232(3) (i) of the Act.

vii. With regards to observation contained in para 6(ii), it is stated that the petitioner companies confirm that the Scheme placed along with the Company application is same Scheme which is placed along with the Company Petition, except for typographical errors stated in para 6 of this Affidavit.

viii. With regards to observation contained in para 6(iii) and (iv), it is stated that the petitioner



companies undertake to comply with guidelines issued by SEBI from time to time, to the extent applicable. Further, the Petitioner Companies confirm that the petitioner companies have complied with the observation letter of SEBI.

- ix. With regards to para 6(v), it is stated that the Petitioner Transferee Company undertakes to comply with the applicable provisions of FEMA and RBI guidelines, to the extent applicable.
- x. With regards to observation contained in para 6(vi), it is stated that the appointed date as mentioned in the Scheme is 1st April 2022. The Board of Directors of the respective petitioner companies approved the Scheme in their respective Board Meetings on 15.9.2022. The petitioner companies then placed the Scheme before the SEBI for its approval on 27.9.2022 which is within time. The Stock Exchanges gave in-principle approval to the Scheme on 23.8.2023 and therefore, there is some delay in filing the Company Application, which is not



attributable to the petitioner companies. It is to state that the MCA Circular relied upon by the Regional Director does not bar Companies to have ante-dated beyond a year from the date of filing of the Application. The MCA circular only requires the petitioner companies to state reasons as to the delay. A copy of the MCA circular on appointed date at Annexure-R4 of the said affidavit.

xi. With regards to observation contained in para 6(vii), it is submitted that the Ministry of Petroleum and Natural Gas has already filed its report before this Tribunal and the petitioner companies have already filed their reply to such report and therefore, there is no prejudice caused to the Ministry of Petroleum and Natural Gas by the approval of the present Scheme of Arrangement.

xii. With reference to observations contained in Para 7(i), it is stated and submit that the petitioner companies undertake to ensure



compliance of the observations made by the Registrar of Companies.

- xiii. With reference to observations contained in Para 7(ii), it is stated that the petitioner companies undertake to the books of accounts and the same shall not be disposed without the prior approval of the Central Government as per Sec. 239 of the Act.
- xiv. With reference to observations contained in Para 7(iii), it is stated that the petitioner companies shall ensure statutory compliances of the applicable laws.
- xv. With reference to observations contained in Para 7(iv), it is stated that the petitioner companies undertake to pay necessary stamp duty, to the extent applicable.
- xvi. With reference to observations contained in Para 7(v), it is stated that the petitioner companies undertake to comply with the provisions of Sec.232(5) of the Act.



- xvii. With reference to observations contained in Para 7(vi), it is stated that the petitioner companies undertake to comply with Income Tax/ GST Laws to the extent applicable.
- xviii. With regards to observation contained in para 7(vii), it is stated that the petitioner Transferee Company undertakes to pay the requisite fees to the Regional Director as may be quantified by this Tribunal.

**9. OFFICIAL LIQUIDATOR:**

9.1. The Official Liquidator have filed their observations before this Tribunal on 23.04.2024 under Inward Diary No. R180 making following observations:

- i. To direct the Transferor Companies to preserve its books of accounts, papers and records and shall not be disposed of without prior permission of Central Government as per the provisions of Section 239 of the Companies Act, 2013.
- ii. To direct the Transferor Companies to ensure Statutory compliance of all applicable laws and also



on sanctioning of the present Scheme, the Transferor Companies shall not be absolved from any of its Statutory liabilities, in any manner.

- iii. Therefore, Deep Energy Resources Limited, being the Transferor Company 1 and Salva Oil and Gas Limited, being the Transferor Company 2 may be dissolved without following the process of winding-up in terms of sub-section 3(d) of Section 232 of the Companies Act, 2013. Further, the Transferor company 1 & 2 being dissolved, the fee, if any paid by the Transferor Company 1& 2 on its Authorized Share Capital shall be set-off against any fees payable by the Transferee Company on its Authorized Capital subsequent to the amalgamation in terms of sub section 3(i) of Section 232 of Companies Act, 2013.
- iv. To direct the Transferee Company to pay such cost and expenses to the Office of Official Liquidator for the Transferor Companies or any other amount as may be considered appropriate by this Hon'ble Tribunal by way of submitting Demand Draft/Banker's cheque





only in favour of the "Official Liquidator", payable at Ahmedabad.

- v. To direct the Petitioner Companies to lodge a certified copy of the order along with the scheme, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any.
- vi. To direct the companies involved in the scheme to comply with Provision of Section 232(5) of Companies Act, 2013 with respect to filing of certified copy of order sanctioning the scheme with Registrar of Companies within 30 days from the date of passing order.

9.2 The Petitioner Companies have filed an Additional Affidavit on 30.04.2024 under Inward Diary No. D3665 in response to representation of the **Official Liquidator** with the following response:

- i. It stated that in Paragraph 12 of the Report, the Official Liquidator has requested this Hon'ble Tribunal to direct the Transferor Company to preserve its books of accounts, papers and



records and has required that the Transferor Company does not dispose the documents without prior permission of Central Government as per the provisions of Section 239 of the Act. I say that after effectiveness of the Scheme, the Transferee Company undertakes to preserve books of accounts, papers and records of the Transferor Company and shall not dispose the same without prior permission of Central Government as required under Section 239 of the Act.

- ii. It stated that in Paragraph 13 of the Report, the Official Liquidator has sought directions against the Transferor Company to ensure statutory compliance of all applicable laws and also on sanctioning of the present Scheme, the Transferor Company shall not be absolved from any of its statutory liabilities, in any manner. I state that the Transferor Company undertakes that it will comply with all statutory compliance of all the



applicable laws and after effectiveness of the Scheme. all liabilities including statutory liabilities of the Transferor Company shall stand transferred to the Transferee Company and the same will be honoured by the Transferee Company in ordinary course of business and as per applicable law and accordingly, the Transferor Company shall not be absolved from any of its statutory liabilities, in any manner.

- iii. It stated that in Paragraph 14 of the Report, the Official Liquidator has stated that the Transferor Company may be dissolved without following the process of winding up in terms of sub-section 3(d) of Section 232 of the Companies Act, 2013 ("Act").
- iv. It is stated that so far as the request made by the Official Liquidator in Paragraph 15 of the Report for the expenses are concerned, the Transferee Company undertakes to pay the requisite fees to the Official Liquidator as may be quantified by this Hon'ble Tribunal.



- v. It is stated that in Paragraph 16 of the Report, the Official Liquidator has requested this Hon'ble Tribunal to direct the Petitioner Company to lodge a certified copy of the order along with the Scheme with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any. I state that the Transferee Company undertakes to lodge a certified copy of the order along with the Scheme with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any.
- vi. It stated that 8. in Paragraph 17 of the Report, the Official Liquidator has requested this Hon'ble Tribunal to direct the companies to file certified copy of order sanctioning the Scheme with the Registrar of Companies within 30 days from date of passing order. I state that the Petitioner Companies undertake to file certified copy of order sanctioning the Scheme with the Registrar

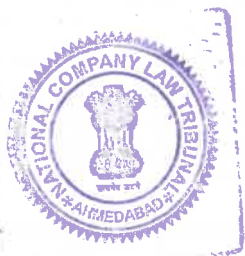


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of Companies within 30 days from the date of issuance of the certified copy of the order by this Hon'ble Tribunal as per relevant provisions of the Act.

**10. INCOME TAX DEPARTMENT:**

c. The Income Tax Department had filed its report dated 27.07.2023 to this Tribunal on 03.10.2023 under inward diary no. R671 with respect to Deep Energy Resources Limited and Salva Oil and Gas Private Limited. In the said report it is stated that on verification of the submissions received from Deep Energy Resources Limited (Transferor company-1) and Savla Oil and Gas Private Limited (Transferor company-2) and Prabha Energy Private Limited (Transferee Company) for the above referred Scheme of arrangement in nature of amalgamation appears to be tax- neutral. Therefore, this office has **no objection** to the proposed Scheme of arrangement.



*[Handwritten signature]*

However, it is informed that the Income Tax Department reserves its rights to invoke the provisions of Income-tax Act in any proceedings subsequent to the Amalgamation if happens, for which response is sought and to bring to tax any income arising as a result of the said Scheme of Arrangement and their respective Shareholders and Creditors.

- d. The Income Tax Department filed another report on 04.04.2024 vide diary no. R142 stating that Petitioner Company No. 1 has total dues of Rs. 2,07,34,852/- and Petitioner company No. 2 has total dues of Rs. 9,07,87,297/-.

## 11. Ministry of Petroleum and Natural Gas

- 11.1. It is submitted that an Objection by way of additional affidavit was filed on 12.04.2024 vide inward diary no. D2808 by the Ministry of Petroleum and Natural Gas stating that the instance of scheme of Arrangement must ensure that the financial and legal implication of the ongoing/pending litigations shall not be prejudicial



against the interest of Government of India or any entity under the control of the Government of India.

11.2. In response to the affidavit filed on 12.04.2024, the Petitioner Companies filed an affidavit on 18.04.2024 vide inward diary no. D3386 stating as under:

- i. With reference to paragraph nos. 5, 6, 7, 8 and 9 of the said Affidavit, it is denied that the contents thereof to the extent that they are contrary to the stand taken by Applicant No.1 in the litigation proceedings, including the Petition filed by it under Section 9 of the Arbitration and Conciliation Act 1996 bearing OMP I COMM 242/22 before the Hon'ble Delhi High Court and in the proceedings in respect of the request made by it under the Exit Policy framework for Exit from the PSC Block: SR-ONN-2005/1 as per the MoP&NG's Policy dated 10.11.2014 and submit that none of the contents of the said Affidavit shall be deemed to be admitted by the Applicants, unless specifically admitted herein. It is further



submitted that so far as veracity of the contents of the paragraph under response is concerned, the adjudication thereof is pending before the Hon'ble Delhi High Court /all pending litigation as stated therein above and therefore it would be such Court that would be adjudicating the same. It is stated that by relying upon the appropriate documents in this regard and providing a detailed response, if at all required and called upon during the said Mitigations.

11.3. The Directorate General of Hydrocarbons on behalf of the Ministry of Petroleum and Natural Gas has filed a Rejoinder to the above response on 21.05.2024 stating as under:

a) It is stated that the Applicants by way of its Reply has tried to circumvent its responsibilities and liabilities towards the Government of India. The Applicant No.1 has also not agreed to issuance of Bank Guarantee by the Applicant No. 3, if the present petition of merger is allowed. It is submitted





that the same exhibits the intent of the Applicants to ignore its liabilities.

b) It is submitted that the Applicants has not considered the objection correctly, as is apparent from paragraph 2 of the Response. It is submitted that Directorate General of Hydrocarbons is not only concerned with financial and legal implications of the pending/ ongoing litigations but Directorate is also concerned about all the past, present and future liabilities and obligations that have been raised against the Applicant No.1 and which may be ascertained or raised at a later point of time in connection with the blocks as mentioned in a tabulated form in paragraph 9 of Objection filed by the Ministry of Petroleum and Natural Gas through Directorate General of Hydrocarbons.

11.4. Petitioner filed an affidavit to the above-mentioned Rejoinder on 29.05.2024 vide diary no. D4274 stating as under:

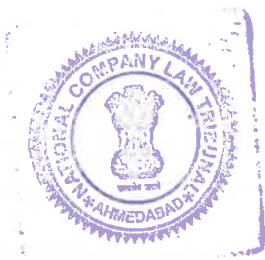


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i. reference to paragraph no. 3 of the said Rejoinder, we submit that a bare perusal of Clause 4(d) of the Scheme makes it evident that it provides that the liabilities of the Transferor Companies would be taken over by the Transferee Company, relevant contents whereof are being reproduced herein below:

"4(d) All debts, borrowings, liabilities, contingent liabilities, obligations, secured duties and unsecured, or relating to the Transferor Companies, whether provided for or not in the books of accounts of the Transferor Companies or disclosed in the balance sheet of such Transferor Companies or not, shall stand transferred to and vested in the Transferee Company, and the same shall be assumed to the extent they are outstanding on the Effective Date and with effect from the Appointed Date and become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of, and shall be discharged by the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Companies or the Transferee Company."



*As*

Therefore, it is evidently clear that in no way is the Petitioner Company 1 circumventing any liabilities towards Government of India. So far as the Bank Guarantee is concerned, the Transferor Companies submit that the same would also be issued as and when required as per the terms of the Product Sharing Contract and law.

- ii. With reference to paragraph nos. 4 and 5 of the said Rejoinder, it is reiterated that the Petitioner No. 3 would be liable, responsible and obligated in respect of all the liabilities of the Transferor Companies, including the liabilities already arisen, arising, or which may arise in future, as per the Product Sharing Contract and law. Petitioner No.3 specifically undertakes to be responsible for any financial implications that have already arisen, arising or which may arise in future in relation to the allotted blocks to Petitioner Nos. 1 and 2, as per the relevant contract and law.



11.5 It is submitted that Ministry of Petroleum and Natural Gas filed an additional Affidavit on 07.08.2024 vide D6075 stating that they have no objection to the scheme stating as under:

"In view of the aforesaid and the undertakings/ assurances by the Applicants in its Petition, Response to the Objections and the Response to the Rejoinder, the Objectitioner has **no objection** to the aforesaid amalgamation of Applicant No. 1 and 2 company with Applicant No. 3 company provided that the Applicant No. 3 complies with all the applicable clauses/ provisions/ Appendices of the Production Sharing Contracts entered into between Government of India and the Applicant No. 1 and that the Applicant No. 3 shall ensure that all the dues and obligations, past, present and future, of the Applicants towards the Government of India are adequately secured by the Applicant No. 3."

12. It is stated that vide order dated 08.08.2024 office of Regional Director, Office of Official Liquidator and The Director General of Hydrocarbons, Ministry of Petroleum and Natural Gas gave **No Objection** to the approval of the scheme. The said order is reproduced below:



"... The necessary additional affidavit has been filed by The Directorate General of Hydrocarbons, Ministry of Petroleum and Natural Gas of no objection vide Diary No. D-6075 on dated 07.08.2024 having on objection to approval of the scheme. The same is taken on record.

Mr. Pushendra Meena, Senior Technical Assistant appears on behalf of the Office of the Official Liquidator and states that their department has no objection for approval of the scheme.

Mr. Shivpal Singh, Deputy Director appears from Office of the Regional Director and states that in view of the undertaking given by the Applicant companies, RD has no objection for approval of the scheme."

13. It is submitted that the Applicant e-filed an Additional Affidavit on 09.08.2024 to place on record the Schedule of Assets.

#### 14. ACCOUNTING TREATMENT

- a. Notwithstanding anything in the other parts of the Scheme, the amalgamation of the Transferor Companies with the Transferee Company shall be accounted for in the books of account of the Transferee Company in accordance with 'Pooling of Interest Method' of accounting as per Accounting Standard (AS-14) prescribed under Section 133 of the Act, which is applicable to the Transferee

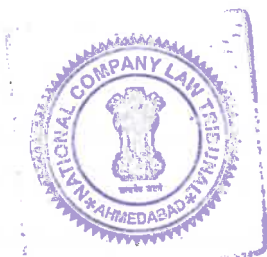


Company since this is a common control business combination.

- b. The Petitioner Companies have annexed a copy of the certificate issued by the statutory auditor of the Petitioner Companies, to the effect that the accounting treatment specified in the Scheme of Arrangement is in conformity with the accounting standards prescribed under Section 133 of the Companies Act, 2013 placed in the additional affidavit filed on 22.03.2024.

#### 15. OBSERVATIONS OF THIS TRIBUNAL

- A. After analysing the Scheme in detail, this Tribunal is of the considered view that the scheme as contemplated amongst the petitioner companies seems to be *prima facie* beneficial to the Company and will not be in any way detrimental to the interest of the shareholders of the Company. Considering the record placed before this Tribunal and since all the requisite statutory compliances have been fulfilled, this Tribunal sanctions the Scheme of Amalgamation.



appended at "Annexure I" of the Transferor Company and Transferee Company to the typed set filed along with the Company Petition as well as the prayer made therein.

- B. The Learned Counsel for the Petitioner companies submitted that no investigation proceedings are pending against the Transferor or Transferee Companies under the provisions of the Companies Act, 1956 or the Companies Act, 2013 and no proceedings against the petitioner companies for oppression or mismanagement have been filed before this Tribunal or erstwhile Company Law Board.
- C. Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners.



D. While approving the Scheme as above, it is clarified that this order should not be construed as an order in any way granting approval of the said loan assignments and exemption from payment of stamp duty, taxes or any other charges, if any, payment is due or required in accordance with law or in respect to any permission/compliance with any other requirement which may be specifically required under any law.

E. Further, it becomes relevant to discuss that in Company Petition CAA-284/ND/2018 vide Order dated 12.11.2018, the NCLT New Delhi has made the following observations with regard to the right of the IT Department in the Scheme of Amalgamation:

*"taking into consideration the clauses contained in the Scheme in relation to liability to tax and also as insisted upon by the Income Tax and in terms of the decision in re Vodafone Essar Gujarat Limited v. Department of Income Tax (2013) 353 ITR 222 (Guj) and the same being also affirmed by the Hon'ble Supreme Court and as reported in (2016) 66*





*taxmann.com 374 (SC) from which it is seen that at the time of declining the SLPs filed by the revenue, however stating to the following effect vide its order dated April 15, 2015 that the Department is entitled to take out appropriate proceedings for recovery of any statutory dues from the transferor or transferee or any other person who is liable for payment of such tax dues, the said protection be afforded is granted. With the above observations, the petition stands allowed and the scheme of amalgamation is sanctioned."*

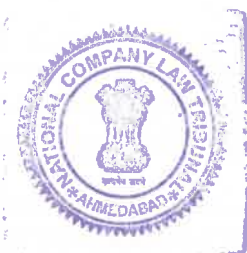
**16. THIS TRIBUNAL DO FURTHER ORDER:**

- i. The Scheme of Amalgamation is hereby sanctioned and it is declared that same shall be binding on the Petitioner Companies and their Shareholders and Creditors and all concerned under the scheme;
- ii. The Transferor Companies shall be dissolved without winding up.
- iii. The Transferor Companies shall, together with all its properties, rights and powers be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 232 of the Act, stand transferred to and vest in the



Transferee Company for all the estate and interest of the Transferor Company.

- iv. All licenses, permissions, permits, approvals, certificates, clearances, authorities, leases, tenancy, assignments, rights, claims, liberties, special status, other benefits or privileges and any power of attorney relating to the Transferor Company shall stand transferred to and vested in the Transferee Company, without any further act or deed. 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.
- v. All the liabilities and duties of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly the same shall pursuant to Sections 230 & 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Transferee Company.
- vi. All contracts, agreements, insurance policies, bonds and all other instruments of whatsoever nature or



description, of the Transferor Company, shall stand transferred to and vested in the Transferee Company and be in full force and effect in favour of the Transferee Company and may be enforced by or against it as fully and effectually against the Transferee Company.

vii. All taxes paid or payable by the Transferor Company including existing and future incentives, un-availed credits and exemptions, the benefit of carried forward losses and other statutory benefits, which shall be available to and vest in the Transferee Company. The Tax liability of the Transferor Company shall become a liability of the Transferee Company and any proceedings against the Transferor Company shall continue against the Transferee Company.

viii. All proceedings now pending by or against the Transferor Company shall be continued by or against the Transferee Company.

ix. That the Appointed Date for the scheme shall be 14<sup>th</sup> September, 2022 as mentioned in *Clause 1.1 (c) of Section-I* of the Scheme.



**x. Consideration/ Issue of Shares:**

Upon this Scheme coming into effect on the Effective Date and upon amalgamation of the Transferor Company 1 and the Transferor Company 2 with and into the Transferee Company in terms of this Scheme,

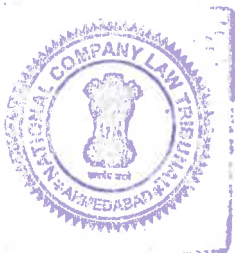
- (a) The Transferee Company shall, issue and allot Equity Shares, credited as fully paid-up, to the extent indicated below, to the shareholders of the Transferor Company 1, holding fully paid-up Equity Shares of the Transferor Company I and whose names appear in the register of members of the Transferor Company I as on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of the Transferor Company 1/ Transferee Company, without any further act, instrument or deed and after taking into effect Bonus Issuance by the Transferee Company and sub-



division of the Equity Shares of the Transferee Company, in the following proportion:

*\*11 (Eleven) fully paid-up Equity Shares of the Transferee Company of the face value of INR 1 (Indian Rupee One) each shall be issued and allotted, at par as fully paid-up to the equity shareholders of the Transferor Company 1 for every 8 (Eight) Equity Shares of INR 10 (Indian Rupees Ten) each held by the shareholders of the Transferor Company 1, as on the Record Date.\**

(b) The Transferee Company shall, issue and allot Equity Shares, credited as fully paid-up, to the extent indicated below, to the shareholders of the Transferor Company 2, holding fully paid-up Equity Shares of the Transferor Company 2 and whose names appear in the register of members of the Transferor Company 2 as on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of the Transferor Company 2/ Transferee Company, without any further act, instrument or deed and after taking into effect Bonus Issuance by the Transferee Company and sub-division of the Equity Shares of the Transferee Company, in the following proportion:



*"71 (Seventy One) fully paid-up Equity Shares of the Transferee Company of the face value of INR 1 (Indian Rupee One) each shall be issued and allotted, at par as fully paid-up to the equity shareholders of the Transferor Company 2 for every 5 (Five) Equity Shares of INR 10 (Indian Rupees Ten) each held by the shareholders of the Transferor Company 2, as on the Record Date."*

- (c) The said Equity Shares in the Transferee Company to be issued to the equity shareholders of the Transferor Company 1 and the Transferor Company 2 pursuant to this Clause 5 shall be subject to MOA and Articles, and shall rank *pari passu* in all respect with the existing Equity Shares of the Transferee Company, including with respect to dividend, bonus voting rights and other corporate benefits attached to the Equity Shares of the Transferee Company.
- xi. All concerned Authorities to act on the copy of this order along with the Scheme authenticated by the Registrar of this Tribunal shall issue the certified copy of this order along with the Scheme immediately;
- xii. The Petitioner Companies are directed to lodge a copy of this Order and the approved Scheme and Schedule of Assets of the Transferor Company attached as Annexure-B with this order, duly authenticated by the Registrar of this Tribunal, with the concerned Superintendent of Stamps, for adjudication of stamp

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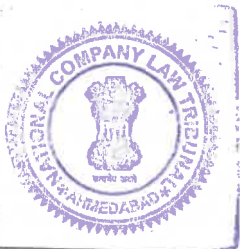
duty, and pay requisite stamp duty payable, if any, within 60 days from the date of this Order.

xiii. The Petitioner Companies are further directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with e-form INC-28 in addition to a physical copy within 30 days from the date of issuance of the certified copy of the Order by the Registry as per relevant provisions of the Act.

xiv. The legal fees and expenses for the office of the Regional Director are quantified at Rs. 20,000/-. The said fees to the Regional Director shall be paid by the Transferee Company.

xv. The legal fees and expenses for the office of the Official Liquidator are quantified at Rs. 20,000/-. The said fees to the Official Liquidator shall be paid by the Transferee Company.

xvi. The Income Tax Department will be free to examine the aspect of any tax payable as a result of the



sanction of the Scheme and if it is found that the Scheme of Arrangement ultimately results in tax avoidance or is not in accordance with the applicable provisions of Income Tax Act, then the Income Tax Department shall be at liberty to initiate appropriate course of action as per law. Any sanction of the Scheme of Arrangement under Sections 230-232 of the Income Tax Act, 2013 shall not adversely affect the rights of Income Tax Department or any past, present or future proceedings and the sanction of the scheme shall not come in its way for the appropriate course of action as per law for the tax liabilities, if any.

xvii. Any person aggrieved shall be at liberty to apply to this Tribunal for any directions that may be necessary.

17. Accordingly, the Company Petitions stands **allowed** on the aforementioned terms.

-50-  
**SAMEER KAKAR**  
**MEMBER (TECHNICAL)**  
ST

-50-  
**SHAMMI KHAN**  
**MEMBER (JUDICIAL)**





461  
20/9/24

**Form No. CAA 7  
(Pursuant to Section 232 and Rule 20)**

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
BENCH, AHMEADBAD BENCH AT AHMEDABAD**

**CP (CAA) No. 10 of 2024  
Connected With  
CA(CAA) No. 51 of 2023**

In the matter of Companies Act,  
2013;

And

In the matter of section 230 to 232  
and other applicable provisions of  
the Companies Act, 2013 and  
Rules framed thereunder;

And

In the matter of Scheme of  
Amalgamation of Deep Energy  
Resources Limited and Savla Oil  
and Gas Private Limited into  
Prabha Energy Private Limited  
and their respective shareholders  
and creditors;

**Deep Energy Resources Limited**

a company registered under  
the Companies Act, 1956  
CIN : L63090GJ1991PLC014833

Having its registered office at

12A & 14, Abhishree Corporate Park,  
Ambli Bopal Road, Ambli, Ahmedabad,  
Gujarat - 380058

....Petitioner Company 1/  
Transferor Company 1

**Savla Oil and Gas Private Limited**

a company registered under  
the Companies Act, 1956  
CIN : U11200GJ2009PTC058263

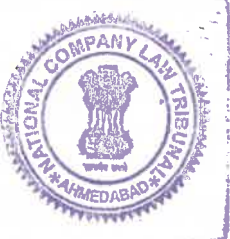
Having its registered office at

14, Ground Floor, Abhishree Corporate Park,  
Ambli Bopal Road, Ambli, Ahmedabad,  
Gujarat - 380058

....Petitioner Company 2/  
Transferor Company 2

**Prabha Energy Private Limited**

a company registered under  
the Companies Act, 1956  
CIN : U40102GJ2009PTC057716



Having its registered office at  
12A, Abhishree Corporate Park,  
Opp. Swagat BTRS Bus Stop,  
Ambli Bopal Road, Ambli, Ahmedabad,  
Gujarat - 380058

.... Petitioner Company 3/  
Transferee Company

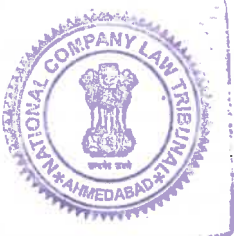
(hereinafter collectively referred to as 'the Petitioner Companies')

**ORDER UNDER SECTION 232 OF THE  
COMPANIES ACT, 2013**

Upon the above joint petition along with the application coming up for further hearing on 30.8.2024, upon reading the said petition, and upon hearing Mr. Ravi Pahwa, Learned Advocate for the petitioner companies;

**This Tribunal do order**


- (1) That upon the Scheme being effective, all the property, rights and powers of the Transferor Companies specified in the Schedule annexed hereto and all other property, rights and powers of the said Transferor Companies be transferred without any further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 232 of the Companies Act, 2013 be transferred to and vested in the Transferee Company for all the estate and interest of the said Transferor Companies, therein but subject nevertheless to all charges now affecting the same; and
- (2) That upon Scheme being effective, all the liabilities and duties of the Transferor Companies be transferred without any further act or deed to the Transferee Company and accordingly, the same shall pursuant to Section 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Transferee Company; and
- (3) That upon the Scheme being effective, all proceedings by or against the Transferor Companies be continued by or against the Transferee Company; and



- (4) That upon Scheme being effective, the Transferee Company do without further application allot to all the members of the Transferor Companies, as is required by the Scheme of Arrangement herein; the shares in the Transferee Company to which they are entitled under the said Scheme of Arrangement; and
- (5) That upon Scheme being effective, the Transferor Companies do within thirty days of the receipt of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Companies shall be dissolved and the Registrar of Companies shall place all documents relating to the Transferor Companies and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said two companies shall be consolidated accordingly; and
- (6) That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

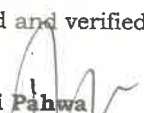
**SCHEDULE**  
(Transferor Companies)  
as annexed

By the Tribunal

  
19/09/2024  
Registry/ Deputy Registrar  
This 19<sup>th</sup> day of September 2024

Read and verified the contents

**Dy. Registrar**  
**NCLT Ahmedabad Bench**  
**Ahmedabad**

  
**Ravi Pahwa**  
For Thakkar and Pahwa Advocates  
71, New York Tower-A,  
Nr. Thaltej Cross Roads, S.G. Highway,  
Ahmedabad-380054.



**C.P. (CAA) / 10 (AHM) 2024**  
 in  
**CA (CAA) / 51 (AHM) 2023 read with Comp. App. / 18 (AHM) 2023**

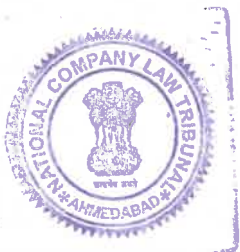
SCHEDULE OF ASSETS

List of assets of Deep Energy Resources Limited ("Transferor Company 1") as on 1<sup>st</sup> April, 2022 to be transferred to Prabha Energy Private Limited ("Transferee Company") pursuant to the Scheme of Arrangement.

|   |   |
|---|---|
| Name of the Transferor Company 1                | DEEP ENERGY RESOURCES LIMITED   |
| Corporate Identification Number (CIN)           | L63090GJ1991PLC014833   |
| Registered Office                               | 12A & 14, Abhishree Corporate Park, Ambli Bopal Road, Ambli, Ahmedabad-380058, Gujarat, India.  |
| Permanent Account Number (PAN)                  | AAACD6915E  |
| Tax Deduction & Collection Account Number (TAN) | AHMD00491B  |
| GST Registration Number                         | 24AAACD6915E1Z1   |
| Bank Account Details                            | Name of Bank: Indusind Bank Limited<br>Account Number: 200999322323<br>IFSC: INDB0000009<br>Branch: Parimal Garden  |
| Fixed Assets                                    | A) 1 Coring Rig with net of Depreciation book value of INR 124.71 lakhs as on 31-March-2024<br>B) Goodwill having book value of INR 318.53 lakhs as on 31 March 2024  |
| Capital Work in Progress                        | (A) NELP having book value as on 31-March-2024 INR 14.38 lakhs.<br><br><u>Details</u><br>There are 3 Oil & Gas blocks awarded under New Exploration Licensing Policy (NELP):<br><br>1. SR - ONN - 2005/1<br><br>This block was awarded in 2008 under NELP VII and is located at Satpura-S, Rewa-Damodar basin in the state of Chhatisgarh bordering Madhya Pradesh in West. The block is spread over 789 square kms.<br><br>2. CB-ONN-2010/3<br><br>This block was awarded in 2012 under NELP IX and is located at Cambay basin in the state of Gujarat. The block is spread over 534 square kms. |

**DEEP ENERGY RESOURCES LIMITED**

(Formerly known as Deep Industries Limited)  
 Registered Office Address: 12A & 14, Abhishree Corporate Park, Ambli, Bopal Road, Ambli, Ahmedabad - 380 058  
 Tel: 079 2717 2000 Fax: 079 2717 2005 E-Mail: info@deepenergy.com Website: www.deepenergy.com  
 CIN: L63090GJ1991PLC014833



|  |  |
|--|--|
|  | <p><b>3. VN-ONN-2010/1</b></p> <p>This block was awarded in 2012 under NELP IX and is located at Vindhyan basin in the state of Madhya Pradesh. The block is spread over 3,776 square kms.</p> <p>(B) Marginal Field having book value of INR1,189.35 lakhs as on 31 March 2024</p> <p><u>Details</u></p> <p>There are 3 onshore Marginal Fields which were awarded by ONGC in 2007 as part of its Marginal Field Monetization Program.</p> <p>These fields are part of Jaisalmer-Mari high basin and located in the state of Rajasthan approximately 100 kms in the North of Jaisalmer close to the international border with Pakistan.</p> <p>The field wise area (square kilometers) is as below.</p> <ol style="list-style-type: none"> <li>1. Bankia Field - 23.43 square kms</li> <li>2. Ghotaru Field - 15.29 square kms</li> <li>3. Kharatar Field - 61.28 square kms</li> </ol> <p>DERL has carried out workover of all the gas wells and created surface facilities including laying of a 16 km long pipeline connecting wells from Ghotaru and Bankia. A gas collecting station at Bankia was also constructed in 2012 having facilities for separation, purification and compression of natural gas. DERL has installed a natural gas purification and drying unit for gas processing.</p> |
| <p>Fixed Deposit along with interest accrued thereon</p> | <p><u>Details</u></p> <p>There are 3 fixed deposits with a total value of INR 10.11 Lakhs. These Fixed Deposits are with Indusind Bank Limited, details of which are as under:</p> <p><b>1.FD No 300913833253</b></p> <p>FD Principal Amount - INR 2,14,000<br/>         Accrued Interest - INR 1,726.67<br/>         Rate of Interest - 7.75% p.a<br/>         Maturity Date - 23 Feb 2025<br/>         Fixed deposit number: 300913833253</p> <p><b>2.FD No 300913832799</b></p> <p>FD Principal Amount - INR 3,07,600</p>   |

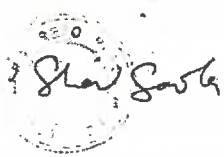
**DEEP ENERGY RESOURCES LIMITED**  
 (Formerly known as Deep Industries Limited)  
 Regd Office A, Plot No. 12A & 14, Ambeshere Corporate Park, Ambli (Bopal Road), Ahmedabad - 380 058  
 \* T: 07917-245510 Fax: +91 79 2757 2812/2813 E: info@deepenergy.com Website: www.deepenergy.com  
 CIN: LA100001991PLC014933

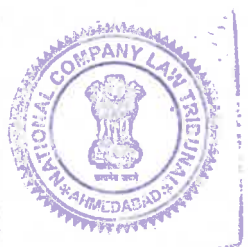


|                   |   |
|-------------------|---|
|                   | Accrued Interest - INR 2,481.87<br>Rate of Interest - 7.75% p.a<br>Maturity Date - 23 Feb 2025<br>Fixed deposit number: 300913832799<br><br><u>3.FD No 300913830450</u><br><br>FD Principal Amount - INR 4,81,600<br>Accrued Interest - 3,885.79<br>Rate of Interest - 7.75% p.a<br>Maturity Date - 23 Feb 2025<br>Fixed deposit number: 300913830450   |
| Other investments | (A) 30,200 Shares held in "Deep Energy LEC" having book value of INR 12.41 lakhs.<br><br>(B) 3,50,000 Equity Shares of Rs. 1/- each held in "Deep Energy Natural Resources Limited" having book value of INR 3.50 lakhs   |
| Other Assets      | (A) Cash Balance: INR 0.04 Lakhs as on 31-March-2024<br><br>(B) Bank Balance of INR 5.07 Lakhs Held in following accounts:<br><br>(i) <u>INR 31,901.35 in Current Bank account as on 31-March-2024</u><br><br><u>Details</u><br>1. Bank Name: Indusind Bank<br>2. Bank Branch: Parimal Garden<br>3. Account Name: Deep Energy Resources Limited<br>4. Type of Account: Current Account<br>5. Account Number: 200999322323<br>6. IFSC Code: INDB0000009<br><br>(ii) <u>INR 1,20,787.20 - unpaid / unclaimed equity dividend account</u><br><br><u>Details</u><br>1. Bank Name: HDFC Bank<br>2. Bank Branch: Kanjur Marg(W), Mumbai<br>3. Account Name: Deep Energy Resources Limited Unpaid Equity Dividend A/C FY 2016-17<br>4. Type of Account: unpaid / unclaimed equity dividend a/c<br>5. Account Number: 50200026874586<br>6. IFSC Code: HDFC0004272<br><br>(iii) <u>INR 1,94,259 - unpaid / unclaimed equity dividend account</u> |

**DEEP ENERGY RESOURCES LIMITED**  

 18, Marol Bhendi Road, Deep Energy Resources Limited  
 18, Marol Bhendi Road, Deep Energy Resources Limited, Ahmedabad - 380 018  
 18, Marol Bhendi Road, Deep Energy Resources Limited, Ahmedabad - 380 018  
 CIN: L24999GJ2015PLC014833 Website: www.deepenergy.co





|                   |  |
|-------------------|--|
|                   | <p>period of up to 12 months for business activities. The loan carries an interest rate of 9% p.a</p> <p>Principal: INR 24,61,000 o/s as on 31-March-2024<br/>Interest Receivable: INR 3,256 as on 31-March-2024</p> |
| Pre paid Expenses | <p><u>(H) Prepaid Expenses of INR 25.37 Lakhs as below</u></p> <p>Details<br/>Prepaid Insurance Expenses – INR 25,28,236<br/>Prepaid Other Expenses – INR 8,618.20</p>   |

For, Deep Energy Resources Limited

*Shail Savla*  
Shail M Savla  
Managing Director  
DIN: 08763064



**DEEP ENERGY RESOURCES LIMITED**

(Formerly known as Deep Industries Limited)  
 Corporate Office Address: T-2A 6<sup>th</sup> Fl, Abhinav Corporate Park, Ambli, Bopal Road, Ambli, Ahmedabad - 380 058  
 Phone: +91 79 2717 2901/20 E-Mail: info@deepenergy.com Website: www.deepenergy.com  
 CIN: L24999GJ1905PLD014294



|  |   |
|--|---|
|  | <p><u>Details</u><br/>         1. Bank Name: HDFC Bank<br/>         2. Bank Branch: Kanjur Marg(W), Mumbai<br/>         3. Account Name: Deep Energy Resources Limited Unpaid Equity Dividend A/C FY 2017-18<br/>         4. Type of Account: unpaid / unclaimed equity dividend a/c<br/>         5. Account Number: 50200033086531<br/>         6. IFSC Code: HDFC0004272</p> <p><u>(iv) INR 1.60.503 - unpaid / unclaimed equity dividend account</u></p> <p><u>Details</u><br/>         1. Bank Name: HDFC Bank<br/>         2. Bank Branch: Kanjur Marg(W), Mumbai<br/>         3. Account Name: Deep Energy Resources Limited Unpaid Equity Dividend A/C FY 2018-19<br/>         4. Type of Account: unpaid / unclaimed equity dividend a/c<br/>         5. Account Number: 50200044100604<br/>         6. IFSC Code: HDFC0004272</p> <p><u>(C) Security Deposits of INR 0.10 Lakhs</u><br/>         Details - CST Deposit - INR 10,000</p> <p><u>(D) Advance to suppliers of INR 0.035 Lakhs</u><br/>         Details - Advance to suppliers - INR 3,477</p> <p><u>(E) GST Credit Receivable of INR 39.54 Lakhs as below</u></p> <p><u>Details</u><br/>         CGST Receivable (Gujarat) - INR 13,79,753.58<br/>         SGST Receivable (Gujarat) - INR 13,58,689.58<br/>         IGST Receivable (Gujarat) - INR 12,15,166.39</p> <p><u>(F) Advance Tax &amp; TDS Receivable of INR 281.79 Lakhs as below</u></p> <p><u>Details</u><br/>         Advance Income Tax A.Y 2018-19 - INR 1,00,00,000<br/>         Advance Income Tax A.Y 2019-20 - INR 1,00,00,000<br/>         TDS Receivable A.Y 2021-22 - INR 20,458<br/>         TDS Receivable A.Y 2022-23 - INR 80,709<br/>         TDS Receivable A.Y 2021-22 - INR 31,09,000.68<br/>         Advance Income Tax A.Y 2023-24 - INR 25,00,000<br/>         Advance Income Tax A.Y 2024-25 - INR 2,00,000<br/>         TDS Receivable A.Y 2024-25 - INR 22,68,532.68</p> <p><u>(G) Loan to Deep Natural Resources of INR 24.64 Lakhs</u></p> <p><u>Details:</u><br/>         The loan is given to Deep Natural Resources Limited for a</p> |
|--|---|

**DEEP ENERGY RESOURCES LIMITED**

(Formerly known as Deep Industries Limited)  
 Registered Office Address: 12A & 14, Abhinav Corporate Park, Ambli, Bopal Road, Ambli, Ahmedabad - 380 058  
 T: +91 79 2717 290510 Fax: +91 79 2717 290520 E-Mail: info@deepenergy.com Website: www.deepenergy.com  
 CIN: 15000011991PLD014831


  
*Savli*





**SAVLA OIL AND GAS PRIVATE LIMITED**

Registered office: 14, Ground Floor, Abhishree Corporate Park, Ambli Bopal Road, Ambli, Ahmedabad-380058, Gujarat

Phone: 027-17298510 Fax: 027-17298520

CIN: U11200GJ2009PTC058263 | Email Id: savla.manoj@yahoo.co.in

C.P. (CAA) / 10 (AHM) 2024

in

CA (CAA) / 51 (AHM) 2023 read with Comp. App. / 18 (AHM) 2023

**SCHEDULE OF ASSETS**

List of assets of Savla Oil and Gas Private Limited ("Transferor Company 2") as on 1<sup>st</sup> April, 2022 to be transferred to Prabha Energy Private Limited ("Transferee Company") pursuant to the Composite Scheme of Arrangement amongst Deep Energy Resources Limited ("DERL" or "Company" or "Transferor Company 1"), Savla Oil and Gas Private Limited ("SOGPL" or "Transferor Company 2") and Prabha Energy Private Limited ("PEPL" or "Transferee Company") and their respective shareholders and creditors under section 230 to 232 of the Companies Act, 2013, and other applicable laws including the rules and regulations ("Scheme").

|   |  |
|---|--|
| Name of the Transferor Company 1                | SAVLA OIL AND GAS PRIVATE LIMITED  |
| Corporate Identification Number (CIN)           | U11200GJ2009PTC058263  |
| Registered Office                               | 14, Ground Floor, Abhishree Corporate Park, Ambli Bopal Road, Ambli, Ahmedabad-380058, Gujarat, India  |
| Permanent Account Number (PAN)                  | AANCS4300H   |
| Tax Deduction & Collection Account Number (TAN) | AHMS30546F   |
| GST Registration Number                         | N.A.   |
| Bank Account Details                            | Name of Bank: HDFC Bank Limited<br>Account Number: 00062020008303<br>IFSC: HDFC0000006<br>Branch: NAVRANGPURA  |
| Investments                                     | 9,7840 Unit of NAV of Rs. 2,899.2232 each held in "Bandhan Liquid Fund - Reg (G)"  |
| Other Assets                                    | <ul style="list-style-type: none"> <li>Debtors</li> <li>Cash balance</li> <li>TDS Receivable</li> <li>Preliminary Expenses</li> </ul>  |
| Bank Balance                                    | Bank balance in following Current Bank account <ul style="list-style-type: none"> <li>Bank Name: HDFC Bank Limited</li> <li>Bank Branch: Navrangpura</li> <li>Account Name: Savla Oil and Gas Private Limited</li> <li>Type of Account: Current Account</li> <li>Account Number: 00062020008303</li> <li>IFSC Code: HDFC0000006</li> </ul> |

For, Savla Oil And Gas Private Limited

*Manoj Savla*  
Manoj Shantilal Savla  
Director  
DIN: 001529306



*19/09/2024*  
By, Registrar  
NCLT Ahmedabad Bench  
Ahmedabad



**COMPOSITE SCHEME OF ARRANGEMENT**

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

**AMONGST**

**DEEP ENERGY RESOURCES LIMITED  
("TRANSFEROR COMPANY 1")**

**AND**

**SAVLA OIL AND GAS PRIVATE LIMITED  
("TRANSFEROR COMPANY 2")**

**AND**

**PRABHA ENERGY PRIVATE LIMITED  
("TRANSFEREE COMPANY")**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**



## INTRODUCTION

## A. PREAMBLE

This Composite Scheme of Arrangement is presented under the provisions of Sections 230 to 232 and other relevant provisions of the Act (as defined below) and rules made thereunder and the relevant provisions of the SEBI Circular (as defined below), and the relevant provisions of the Listing Regulations (as defined below), for:

- (i) amalgamation of the Transferor Company 1 (as defined below) and Transferor Company 2 (as defined below) with and into the Transferee Company in accordance with Section 2(1B) of the IT Act (as defined below);
- (ii) issuance and allotment of PEPL Bonus Shares (as defined below) by way of a bonus issue by the Transferee Company and sub-division of the Equity Shares of the Transferee Company (as defined below);
- (iii) conversion of the Transferee Company into public company; and
- (iv) reclassification of Promoters Seeking Reclassification (as defined below) from 'Promoter and Promoter Group' category to 'Public' category in the Transferee Company (as defined below).

In addition, this Scheme (as defined below) also provides for various other matters consequential or otherwise integrally connected herewith.

## B. DESCRIPTION OF THE COMPANIES

- (i) **DEEP ENERGY RESOURCES LIMITED** (hereinafter referred to as the "Transferor Company 1" or "DERL"), is a listed public company incorporated under the Companies Act, 1956 with the Registrar of Companies, Gujarat on January 01, 1991 under the provisions of the Companies Act, 1956 bearing with corporate identification number L63090GJ1991PLC014833 and having its registered office at 12A & 14, Abhishree Corporate Park, Ambli Bopal Road, Ambli, Ahmedabad, Gujarat - 380058, under the name and style of Deep Roadways Private Limited. Subsequently, the name was changed to Deep Industries Private Limited and thereafter the word-Private was deleted by the virtue of the company being a Deemed Public Limited Company under the provisions of section 43A(1B) of the Companies Act, 1956 on 6th February, 1997. The company became a Public Limited Company with effect from 2nd May, 2002 and a fresh certificate of incorporation, consequent to change of name, was issued in the name of Deep Industries Limited on 2nd May, 2002. Pursuant to the scheme of demerger, the name was changed to Deep Energy Resources Limited. The Transferor Company 1 is engaged in the business of conventional and unconventional oil and/or gas and/or CBM and/or shale and/or hydrocarbons comprising of any or all of exploration, production, development, marketing and transportation operations.

- (ii) **SAVLA OIL AND GAS PRIVATE LIMITED** (hereinafter referred to as the "Transferor Company 2" or "SOGPL"), is a private limited company incorporated under the Companies Act, 1956 with the Registrar of Companies, Gujarat on October 07, 2009 under the provisions of the Companies Act, 1956 bearing with corporate identification number U11209GJ2009PTC058263 and having its registered office at 14, Ground Floor, Abhishree Corporate Park, Ambli Bopal Road, Ambli, Ahmedabad, Gujarat - 380058. The Transferor Company 2 is, *inter alia*, engaged in the business of



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exploration, exploitation, development, production, processing, refining, marketing, distribution, retailing, transportation and trading of crude oil, associated gas, coal bed methane, coal mine methane, shale gas and natural gas and all other petroleum / hydrocarbon products including those resulting from the manufacture and treatment of the same.

- (ii) **PRABHA ENERGY PRIVATE LIMITED** (hereinafter referred to as the "Transferee Company" or "PEPL"), is a private limited company incorporated under the Companies Act, 1956 with the Registrar of Companies, Gujarat on August 05, 2009 under the provisions of the Companies Act, 1956 bearing with corporate identification number: U40102GJ2909PTC057716 and having its registered office at V/A, Abhishek Corporate Park, Opp. Swagat BTRS Bus-Stop, Ambli Bopal Road, Ambli, Ahmedabad, Gujarat - 380058. The Transferee Company is, *inter alia*, engaged in the business of activities of oil and gas, coal bed methane, shale, hydrocarbon, on shore and off shore business services. PEPL is subsidiary company of DERL.

### C. RATIONALE FOR THE SCHEME

- (a) The proposed Scheme, *inter alia*, would result in business and operational synergies as mentioned herein under:
- (i) The amalgamation of the Transferor Company 1 and the Transferor Company 2 with and into the Transferee Company and simplification of the group structure to result into:
- Creating enhanced value for the shareholder's through potential unlocking of value through listing of businesses of all the Parties.
  - Efficiency in management, control and running of businesses of the companies concerned and create a financially strong amalgamated company;
  - Pooling of financial and other resources of both the companies for optimum utilization of resources in the businesses and increased bargaining power;
  - Rationalization, standardization and simplification of business processes and systems;
  - Minimisation of compliances, compliance cost and elimination of duplication and rationalization of administrative cost of legal entities;
  - Provide opportunity to the public shareholders of the Transferor Company 1 to directly participate in the business of the Transferee Company, and increase long term value of all the stakeholders, by creating a standalone listed entity; and
  - Ability to pursue inorganic growth with consolidated financials and better operational control.
- (ii) The rationale for reclassification of Promoters Seeking Reclassification from 'Promoter and Promoter Group' category to 'Public' category in the Transferor Company 1 and upon this Scheme coming into effect, in the Transferee Company is that the Promoters Seeking Reclassification:



Page 2 of 46



- a. are not engaged in the business, management, control or day-to-day affairs of the Transferor Companies (as defined below) and the Transferee Company;
  - b. do not have any right either to appoint any Director of the Transferor Companies and the Transferee Company; and
  - c. does not have an ability to control the management or policy decisions of the Transferor Companies and the Transferee Company in any manner whatsoever including by virtue of their shareholding and none of their act would influence the decisions taken by the Transferor Companies and the Transferee Company.
- (b) The Scheme is in the best interests of shareholders, employees and creditors of all the Parties. The Scheme does not have any adverse effect on either of the shareholders, the employees or the creditors of any of the Parties.
- (c) The Board of all the Parties believe that the Scheme would ensure benefit to all the stakeholders and will enhance the value for all shareholders.
- (d) In view of the aforesaid advantages, the Board of all the Parties have considered and proposed this Scheme under the provisions of Sections 230 to 232 and other applicable provisions of the Act and rules made thereunder, the SEBI Circular, the Listing Regulations and other Applicable Laws.

#### D. PARTS OF THE SCHEME

The Scheme is divided into the following sections:

(i) **SECTION I**  
**DEFINITIONS AND SHARE CAPITAL**

Part A deals with the definitions of capitalized terms used in this Scheme.

Part B deals with the details of share capital of the Transferor Company 1, the Transferor Company 2 and Transferee Company.

(ii) **SECTION II**  
**AMALGAMATION OF THE TRANSFEROR COMPANY 1, TRANSFEROR COMPANY 2 WITH AND INTO THE TRANSFEEE COMPANY**

Part A deals with the amalgamation of the Transferor Company 1 and the Transferor Company 2 with and into the Transferee Company, in accordance with the Section 2(1B) of the IT Act and Sections 230 to 232 and other applicable provisions of the Act and rules made thereunder, and the relevant provisions of the SEBI Circular and the Listing Regulations.

Part B deals with the discharge of consideration for amalgamation of the Transferor Company 1 and the Transferor Company 2 with and into the Transferee Company.



Part C deals with the conduct of the business by the Transferor Companies (as defined below), accounting treatment in the books of the Transferee Company and dissolution without winding up of the Transferor Company 1 and the Transferor Company 2.

(iii) **SECTION III**  
**BONUS ISSUANCE BY THE TRANSFEREE COMPANY AND SUB-DIVISION OF SHARE CAPITAL OF THE TRANSFEREE COMPANY**

Section III deals with the Bonus Issuance by the Transferee Company and the sub-division of the Equity Shares of the Transferee Company.

(iv) **SECTION IV**  
**CONVERSION OF THE TRANSFEREE COMPANY INTO PUBLIC COMPANY**

Section IV deals with conversion of the Transferee Company into a public company.

(v) **SECTION V**  
**RECLASSIFICATION OF PROMOTERS SEEKING RECLASSIFICATION IN THE TRANSFEREE COMPANY**

Section V deals with the reclassification of Promoters Seeking Reclassification from 'Promoter and Promoter Group' category to 'Public' category in the Transferee Company.

(vi) **SECTION VI**  
**GENERAL TERMS AND CONDITIONS**

Section VI deals with the general terms and conditions applicable to the Scheme including, *inter alia*, transfer of the authorised share capital of the Transferor Company 1 and the Transferor Company 2 to the Transferee Company and listing of Equity Shares of the Transferee Company.

**E. DATE OF TAKING EFFECT AND OPERATIVE DATE**

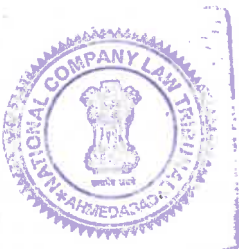
The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Tribunal (as defined below) or made as per the Scheme, shall come in legal operation from the Appointed Date (as defined below), but shall be operative from the Effective Date (as defined below), except for Section IV and Section V of the Scheme, which shall be effective and operative from the Effective Date only.



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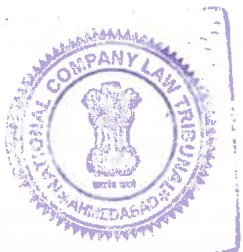


## SECTION I

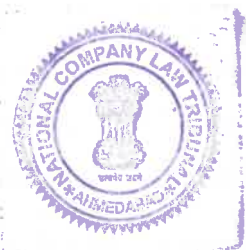
## 1. DEFINITIONS

1.1. For the purposes of the Scheme, the following expressions shall have the meanings mentioned herein below:

- (a) "Act" means the Companies Act, 2013, and the Companies Act, 1956, to the extent of its provisions in force, together with all rules, regulations, circulars, notifications, clarifications and orders issued thereunder by any Governmental Authority, as amended, modified, replaced or supplemented from time to time and to the extent in force.
- (b) "Applicable Law(s)" means to the extent applicable, all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental Authority.
- (c) "Application Letter" means the application letter dated September 14, 2022 submitted by the Promoters Seeking Reclassification to the Board of the Transferor Company 1 requesting to reclassify the Promoters Seeking Reclassification from 'Promoter' and Promoter Group' category to 'Public' category in the Transferor Company 1.
- (d) "Appointed Date" shall mean April 01, 2022 or such other date as may be approved by the Tribunal and agreed to by the Board of the Parties.
- (e) "Articles" means the articles of association of the Transferee Company.
- (f) "Board" means the board of Directors of the Transferor Company 1, Transferor Company 2 and the Transferee Company, as may be applicable, and shall include a committee of directors or any person authorized by such board of Directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto.
- (g) "Bonus Issuance" issuance and allotment of PEPL Bonus Shares by way of a bonus issue by the Transferee Company.
- (h) "Director(s)" means a member of the Board of the Transferor Company 1, Transferor Company 2 and the Transferee Company, as may be applicable.
- (i) "Effective Date" means the date on which the certified copy of the order sanctioning this Scheme, passed by the Tribunal, as and when applicable is filed with ROC. Any references in this Scheme to "coming into effect of this Scheme" or "effectiveness of this Scheme" or "upon the Scheme becoming effective" or "upon this Scheme becoming effective" or "upon the Scheme coming into effect" shall mean the Effective Date.



- (j) "Equity Share(s)", with respect to a company, means the fully paid-up equity shares of such company.
- (k) "Family Arrangement Agreement" means the Memorandum of Agreement entered and executed between certain promoters of the Transferor Company 1.
- (l) "Governmental Authority(ies)" means (i) any international, supra-national, national, state, city or local governmental, regulatory or statutory authority; (ii) any commission, organisation, agency, department, ministry, board, bureau or instrumentality of any of the foregoing (and includes any entity owned or controlled by any of such foregoing authorities); (iii) any stock exchange or similar self-regulatory or quasi-governmental agency or private body exercising any regulatory or administrative functions of or relating to the government; (iv) any arbitrator, arbitral body, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over any of the Parties; and (v) any state or other subdivision thereof or any municipality, district or other subdivision thereof.
- (m) "Indian Rupees" or "INR" means the lawful currency of the Republic of India.
- (n) "Intangible Assets" means and includes all intellectual property rights and licenses of every kind and description throughout the world (including distribution licenses, and approvals / licenses from any Governmental Authority), in each case, whether registered or unregistered, and including any applications for registration of any intellectual property, including without limitation, inventions (whether patentable or not), patents, databases, including user manuals and training materials, related to any of the foregoing; copyrights and copyrightable subject matter; trademarks, service marks, trade names, domain names, logos, slogans, trade dress, design rights together with the goodwill symbolized by any of the foregoing; know-how, confidential and proprietary information, trade secrets, moral rights; any rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing which subsist anywhere in the world; and goodwill, whether or not covered in the foregoing, in connection with the business of the Transferor Company 1 or the Transferor Company 2, as applicable, together with the exclusive right of the Transferee Company and its assignees to represent themselves as carrying on the business in succession to the Transferor Company 1 or the Transferor Company 2, respectively.
- (o) "IT Act" means the Income-tax Act, 1961, together with all rules, regulations, circulars and notifications issued thereunder by any Governmental Authority, as amended, modified, replaced or supplemented from time to time and to the extent in force.
- (p) "Listing Regulations" means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time.





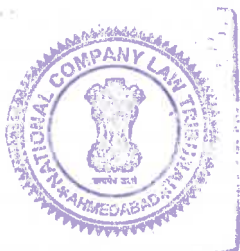
- (q) "MOA" means the memorandum of association of the Transferee Company.
- (r) "NCRPS" means the fully paid-up 10% non-convertible redeemable preference shares issued by the Transferee Company and subscribed by the Transferor Company 2.
- (s) "Parties" means the Transferor Company 1, the Transferor Company 2 and the Transferee Company, collectively, and "Party" shall mean each of them individually.
- (t) "PEPL Bonus Shares" shall mean 1,78,06,090 (One Crore Seventy Eight Lakh Six Thousand and Ninety) Equity Shares of the Transferee Company having face value of INR 10 (Indian Rupees Ten) each to be issued by way of a bonus issue by the Transferee Company of 10 (Ten) Equity Shares for 1 (One) Equity Share held by the shareholders of the Transferee Company.
- (u) "PEPL Bonus Issuance Record Date" means the date to be fixed by the Board of the Transferee Company for the purpose of determining the shareholders of the Transferee Company that are to be offered shares of the Transferee Company, pursuant to Section III of this Scheme.
- (v) "PEPL Shareholder(s)" means the equity shareholders of the Transferee Company as on the PEPL Bonus Issuance Record Date.
- (w) "Preference Share(s)", with respect to a company, means the fully paid-up preference shares of such company.
- (x) "Persons Related to the Promoters Seeking Reclassification" means the persons related to the Promoters Seeking Reclassification in terms of sub-clause (ii) clause (pp) of sub-regulation (1) of Regulation 2 of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and holding Equity Shares in the Transferor Company 1, more specifically as set out in Schedule A.
- (y) "Promoters Seeking Reclassification" means Dharen Shantilal Savla, Avani Dharen Savla, Shantilal Murjibhai Savla, Prabhaben Shantilal Savla and Dharen Savla Family Trust.
- (z) "Record Date" means the date to be fixed by the Board of the Transferee Company for the purpose of determining the shareholders of the Transferor Company 1 and the Transferor Company 2 to whom the shares of the Transferee Company are to be issued in accordance with this Scheme.
- (aa) "ROC" means the Registrar of Companies, Gujarat.
- (bb) "Scheme" means this composite scheme of arrangement amongst the Transferor Company 1, Transferor Company 2 and Transferee Company and their respective shareholders and creditors, pursuant to the provisions of Section 232 and other applicable provisions of the Act, and rules made thereunder.



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- (cc) "SEBI" means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992.
- (dd) "SEBI Act" means the Securities and Exchange Board of India Act, 1992.
- (ee) "SEBI Circular" means the SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/000000665 dated November 23, 2021, and includes any substitution, modification or reissuance thereof from time to time.
- (ff) "Stock Exchanges" means the stock exchanges where the equity shares of the Transferor Company 1 are listed and are admitted to trading, viz., the BSE Limited and the National Stock Exchange of India Limited.
- (gg) "Takeover Code" means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as may be amended from time to time.
- (hh) "Transferee Company" has the meaning assigned to such term in clause (ii) of part B of the Introduction of this Scheme.
- (ii) "Transferor Company 1" has the meaning assigned to such term in clause (f) of part B of the Introduction of this Scheme and includes, without limitation:
- (i) all assets located in India or elsewhere, whether moveable or immovable, whether tangible or intangible, whether leasehold or freehold, equipment, including without limitation all rights, title, interests, claims, covenants and undertakings of the Transferor Company 1 in such assets;
  - (ii) all investments, receivables, loans, security deposits and advances extended, including without limitation accrued interest thereon, of the Transferor Company 1;
  - (iii) all debts, borrowings and liabilities, whether present or future or contractual, whether secured or unsecured, if any, availed by the Transferor Company 1;
  - (iv) all permits, rights, entitlements, licenses, approvals (including licenses and approvals from any Governmental Authority), grants, allotments, recommendations, clearances and tenancies of the Transferor Company 1;



## SECTION I

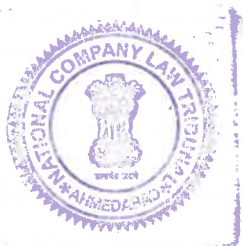
## 1. DEFINITIONS

1.1. For the purposes of the Scheme, the following expressions shall have the meanings mentioned herein below:

- (a) "Act" means the Companies Act, 2013, and the Companies Act, 1956, to the extent of its provisions in force, together with all rules, regulations, circulars, notifications, clarifications and orders issued thereunder by any Governmental Authority, as amended, modified, replaced or supplemented from time to time and to the extent in force.
- (b) "Applicable Law(s)" means to the extent applicable, all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental Authority.
- (c) "Application Letter" means the application letter dated September 14, 2022 submitted by the Promoters Seeking Reclassification to the Board of the Transferor Company 1 requesting to reclassify the Promoters Seeking Reclassification from 'Promoter' and Promoter Group' category to 'Public' category in the Transferor Company 1.
- (d) "Appointed Date" shall mean April 01, 2022 or such other date as may be approved by the Tribunal and agreed to by the Board of the Parties.
- (e) "Articles" means the articles of association of the Transferee Company.
- (f) "Board" means the board of Directors of the Transferor Company 1, Transferor Company 2 and the Transferee Company, as may be applicable, and shall include a committee of directors or any person authorized by such board of Directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto.
- (g) "Bonus Issuance" issuance and allotment of PEEL Bonus Shares by way of a bonus issue by the Transferee Company.
- (h) "Director(s)" means a member of the Board of the Transferor Company-1, Transferor Company 2 and the Transferee Company, as may be applicable.
- (i) "Effective Date" means the date on which the certified copy of the order sanctioning this Scheme, passed by the Tribunal, as and when applicable is filed with ROC. Any references in this Scheme to "coming into effect of this Scheme" or "effectiveness of this Scheme" or "upon the Scheme becoming effective" or "upon this Scheme becoming effective" or "upon the Scheme coming into effect" shall mean the Effective Date.



- (j) "Equity Share(s)", with respect to a company, means the fully paid-up equity shares of such company.
- (k) "Family Arrangement Agreement" means the Memorandum of Agreement entered and executed between certain promoters of the Transferor Company 1.
- (l) "Governmental Authority(ies)" means (i) any international, supra-national, national, state, city or local governmental, regulatory or statutory authority; (ii) any commission, organisation, agency, department, ministry, board, bureau or instrumentality of any of the foregoing (and includes any entity owned or controlled by any of such foregoing authorities); (iii) any stock exchange or similar self-regulatory or quasi-governmental agency or private body exercising any regulatory or administrative functions of or relating to the government; (iv) any arbitrator, arbitral body, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over any of the Parties; and (v) any state or other subdivision thereof or any municipality, district or other subdivision thereof.
- (m) "Indian Rupees" or "INR" means the lawful currency of the Republic of India.
- (n) "Intangible Assets" means and includes all intellectual property rights and licenses of every kind and description throughout the world (including distribution licenses, and approvals / licenses from any Governmental Authority), in each case, whether registered or unregistered, and including any applications for registration of any intellectual property, including without limitation, inventions (whether patentable or not), patents, databases, including user manuals and training materials, related to any of the foregoing; copyrights and copyrightable subject matter; trademarks, service marks, trade names, domain names, logos, slogans, trade dress, design rights together with the goodwill symbolized by any of the foregoing; know-how, confidential and proprietary information, trade secrets, moral rights; any rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing which subsist anywhere in the world; and goodwill, whether or not covered in the foregoing, in connection with the business of the Transferor Company 1 or the Transferor Company 2, as applicable, together with the exclusive right of the Transferee Company and its assignees to represent themselves as carrying on the business in succession to the Transferor Company 1 or the Transferor Company 2, respectively.
- (o) "IT Act" means the Income-tax Act, 1961, together with all rules, regulations, circulars and notifications issued thereunder by any Governmental Authority, as amended, modified, replaced or supplemented from time to time and to the extent in force.
- (p) "Listing Regulations" means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time.



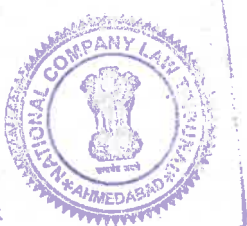
- (v) all taxes, tax deferrals and benefits, subsidies, concessions, privilege, refund of any tax, duty, cess, tax credits (including, without limitation, all amounts claimed as refund, whether or not so recorded in the books of accounts; and credits in respect of income tax, such as carry forward tax losses and unabsorbed depreciation), tax deducted at source, tax collected at source, foreign tax credit, equalization levy, customs duty, central value added tax, value added tax, turnover tax, goods and services tax, minimum alternate tax credit, central sales tax and excise duty of the Transferor Company 1, and all rights to any claim not preferred or made by the Transferor Company 1 in respect of (a) any refund of tax, duty, cess or other charge (including any erroneous or excess payment thereof made by the Transferor Company 1) and any interest thereon, and (b) any set-off, carry forward of unabsorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortisation benefit, etc. under Applicable Law;
- (vi) all Intangible Assets including the assets under the development (whether registered or not) and/or inventories of every kind and description whatsoever, of the Transferor Company 1;
- (vii) all privileges and benefits of, or under, all contracts, agreements, purchase and sale orders, memoranda of understanding, bids, tenders, expressions of interest, letters of intent, commitments, undertakings, deeds, bonds, arrangements of any kind and other instruments of whatsoever nature and description, whether written, oral or otherwise, and all other rights including without limitation: lease rights, licenses and facilities of every kind and description whatsoever, of the Transferor Company 1;
- (viii) insurance covers and / or any of its' claims to which the Transferor Company 1 is a party, or to the benefit of which the Transferor Company 1 is eligible;
- (ix) all employees of the Transferor Company 1;
- (x) all advance payments, earnest monies, security deposits, advance rentals, payment against warrants, if any, or other rights or entitlements of the Transferor Company 1;
- (xi) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature, initiated by or against the Transferor Company 1; and



(xii) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, in connection with or relating to the Transferor Company 1.

(j) "Transferor Company 2" has the meaning assigned to such term in clause (j) of part B of the Introduction of this Scheme and includes, without limitation:

- (i) all assets, whether moveable or immovable, whether tangible or intangible, whether leasehold or freehold, equipment, including without limitation all rights, title, interests, claims, covenants and undertakings of the Transferor Company 2 in such assets;
- (ii) all investments, receivables, loans, security deposits and advances extended, including without limitation accrued interest thereon, of the Transferor Company 2;
- (iii) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured, if any, availed by the Transferor Company 2;
- (iv) all permits, rights, entitlements, licenses, approvals (including licenses and approvals from any Governmental Authority), grants, allotments, recommendations, clearances and tenancies of the Transferor Company 2;
- (v) all taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess, tax credits (including, without limitation, all amounts claimed as refund, whether or not so recorded in the books of accounts, and credits in respect of income tax, such as carry forward tax losses and unabsorbed depreciation), tax deducted at source, tax collected at source, foreign tax credit, equalization levy, customs duty, central value added tax, value added tax, turnover tax, goods and services tax, minimum alternate tax credit, central sales tax and excise duty of the Transferor Company 2, and all rights to any claim not preferred or made by the Transferor Company 2 in respect of (a) any refund of tax, duty, cess or other charge (including any erroneous or excess payment thereof made by the Transferor Company 2) and any interest thereon, and (b) any set-off, carry forward of unabsorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortisation benefit, etc. under Applicable Law;
- (vi) all Intangible Assets and inventory of every kind and description whatsoever, of the Transferor Company 2;



- (vii) all privileges and benefits of, or under, all contracts, agreements, purchase and sale orders, memoranda of understanding, bids, tenders, expressions of interest, letters of intent, commitments, undertakings, deeds, bonds, arrangements of any kind and other instruments of whatsoever nature and description, whether written, oral or otherwise, and all other rights including without limitation lease rights, licenses and facilities of every kind and description whatsoever, of the Transferor Company 2;
  - (viii) insurance covers and claims in which the Transferor Company 2 is a party, or to the benefit of which the Transferor Company 2 is eligible;
  - (ix) all employees of the Transferor Company 2;
  - (x) all advance payments, earnest monies, security deposits, advance rentals, payment against warrants, if any, or other rights or entitlements of the Transferor Company 2;
  - (xi) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature, initiated by or against the Transferor Company 2; and
  - (xii) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methods/blogs, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, in connection with or relating to the Transferor Company 2.
- (kk) "Transferor Companies" means the Transferor Company 1 and the Transferor Company 2 collectively.
  - (ll) "Tribunal" means the Ahmedabad bench of the National Company Law Tribunal having jurisdiction over the Parties.

## 2. INTERPRETATIONS

2.1. In this Scheme, unless the context requires otherwise:

- (a) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- (b) words in the singular shall include the plural and vice versa;
- (c) the terms "hereof", "herein", or similar expressions used in this Scheme mean and refer to this Scheme and not to any particular clause of this Scheme;



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- (d) wherever the word "include", "includes", or "including" is used in this Scheme, it shall be deemed to be followed by the words "without limitation";
- (e) any reference to any enactment, rule, regulation, notification, circular or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted (with or without modification) and includes all instruments or orders made under such enactment;
- (f) any reference to an "agreement" or "document" shall be construed as a reference to such agreement or document as amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document; and
- (g) where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words.

3. SHARE CAPITAL

SHARE CAPITAL OF THE TRANSFEROR COMPANY 1

3.1. The Share Capital of the Transferor Company 1 as on August 31, 2022 is as under:

| Authorized Share Capital   | Amount (INR)                                     |
|--|--|
| 3,20,00,000 (Three Crore Twenty Lakh) Equity Shares having face value of INR 10 (Indian Rupees Ten) each | 32,00,00,000<br>(Indian Rupees Thirty Two Crore) |
| Total Authorized Share Capital   | 32,00,00,000<br>(Indian Rupees Thirty Two Crore) |
| Issued, Subscribed and Paid-up Share Capital   | Amount (INR)                                     |
| 3,20,00,000 (Three Crore Twenty Lakh) Equity Shares having face value of INR 10 (Indian Rupees Ten) each | 32,00,00,000<br>(Indian Rupees Thirty Two Crore) |
| Total Issued, Subscribed and Paid-up Share Capital   | 32,00,00,000<br>(Indian Rupees Thirty Two Crore) |

As on the date of this Scheme being approved by the Board of all the Parties, there has been no change in its authorized, issued, subscribed and paid-up share capital of the Transferor Company 1.

The Equity Shares of the Transferor Company 1 are listed on Stock Exchanges.



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**SHARE CAPITAL OF THE TRANSFEROR COMPANY 2**

3.2. The Share Capital of the Transferor Company 2 as on August 31, 2022 is as under:

| Authorized Share Capital  | Amount (INR)  |
|---|---|
| 72,28,100 (Seventy Two Lakh Twenty Eight Thousand One Hundred) Equity Shares having face value of INR 10 (Indian Rupees Ten) each             | 7,22,81,000<br>(Indian Rupees Seven Crore Twenty Two Lakh and Eighty One Thousand)                          |
| 15,00,000 (Fifteen Lakh) Preference Shares having face value of INR 10 (Indian Rupees Ten) each   | 1,50,00,000<br>(Indian Rupees One Crore and Fifty Lakh)   |
| <b>Total Authorized Share Capital</b>   | <b>8,72,81,000</b><br>(Indian Rupees Eight Crore Seventy Two Lakh and Eighty One Thousand)                  |
| Issued, Subscribed and Paid-up Share Capital  | Amount (INR)  |
| 65,42,643 (Sixty Five Lakh Forty Two Thousand Six Hundred and Forty Three) Equity Shares having face value of INR 10 (Indian Rupees Ten) each | 6,54,26,430<br>(Indian Rupees Six Crore Fifty Four Lakh Twenty Six Thousand Four Hundred and Thirty)        |
| <b>Total Issued, Subscribed, and Paid-up Share Capital</b>  | <b>6,54,26,430</b><br>(Indian Rupees Six Crore Fifty Four Lakh Twenty Six Thousand Four Hundred and Thirty) |

As on the date of this Scheme being approved by the Board of all the Parties, there has been no change in its authorized, issued, subscribed and paid-up share capital of the Transferor Company 2.

**SHARE CAPITAL OF THE TRANSFEREE COMPANY**

3.3. The Share Capital of the Transferee Company as on August 31, 2022 is as under:

| Authorized Share Capital  | Amount (INR)   |
|---|--|
| 17,80,610 (Seventeen Lakh Eighty Thousand Six Hundred and Ten) Equity Shares having face value of INR 10 (Indian Rupees Ten) each | 1,78,06,100<br>(Indian Rupees One Crore Seventy Eight Lakh Six |



|  |  |
|--|--|
|  | Thousand and One Hundred)  |
| 37,60,060 (Thirty Seven Lakh Sixty Thousand and Sixty) Preference Shares having face value of INR 10 (Indian Rupees Ten) each      | 3,76,00,600<br>(Indian Rupees Three Crore Seventy Lakh and Six Hundred)                            |
| <b>Total Authorized Share Capital</b>  | <b>3,54,06,700</b><br>(Indian Rupees Five Crore Fifty Four Lakh Six Thousand and Seven Hundred)    |
| <b>Issued, Subscribed and Paid-up Share Capital</b>  | <b>(Amount INR)</b>  |
| 17,80,609 (Seventeen Lakh Eighty Thousand Six Hundred and Nine) Equity Shares having face value of INR 10 (Indian Rupees Ten) each | 1,78,06,090<br>(Indian Rupees One Crore Seventy Eight Lakh Six Thousand and Ninety)                |
| 15,93,000 (Fifteen Lakh Ninety Three Thousand) Preference Shares having face value of INR 10 (Indian Rupees Ten) each              | 1,59,30,000<br>(Indian Rupees One Crore Fifty Nine Lakh and Thirty Thousand)                       |
| <b>Total Issued, Subscribed and Paid-up Share Capital</b>  | <b>3,37,36,090</b><br>(Indian Rupees Three Crore Thirty Seven Lakh Thirty Six Thousand and Ninety) |

As on the date of this Scheme being approved by the Board of all the Parties, there has been no change in its authorized, issued, subscribed and paid-up share capital of the Transferee Company.

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## SECTION II

**AMALGAMATION OF THE TRANSFEROR COMPANY 1, TRANSFEROR COMPANY 2  
WITH AND INTO THE TRANSFEREE COMPANY**

## PART A

**4. AMALGAMATION OF THE TRANSFEROR COMPANY 1, TRANSFEROR COMPANY 2  
WITH AND INTO THE TRANSFEREE COMPANY**

4.1. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferor Company 1 and the Transferor Company 2, together with all its present and future properties, assets, investments, borrowings, approvals, intellectual property rights, insurance covers or claims, records, licenses, brands, rights, benefits, interests, employees, contracts, obligations, proceedings and liabilities, of every nature and description, shall amalgamate with the Transferee Company, as a going concern, and all presents and future properties, assets, investments, borrowings, approvals, intellectual property rights, trademarks, copy rights, quotas, lease rights, tenancy rights, tenders, bids, insurance covers or claims, records, licenses, brands, rights, benefits, track-record, experience, goodwill and all other rights, title, interests, certificates, registrations under various legislations, consent, employees, contracts, deeds, agreements, arrangements, obligations, proceedings and liabilities of the Transferor Company 1 and the Transferor Company 2 shall stand transferred to and vested in and shall become the property of and an integral part of the Transferee Company, subject to the existing charges and encumbrances, if any, (to the extent such charges or encumbrances are outstanding on the Effective Date), by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by either of the Transferor Company 1, Transferor Company 2 or the Transferee Company. Without prejudice to the generality of the above, in particular, upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the Transferor Company 1 and the Transferor Company 2 shall stand amalgamated with and into the Transferee Company, in the manner described in sub-paragraphs (a) to (p) below:

(a) All immovable property (including land, buildings and any other immovable property) of the Transferor Companies, if any, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1, Transferor Company 2 or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes, rent and charges, and fulfill all obligations, in relation to or applicable to such immovable properties, if any, and the relevant landlords, owners and lessors shall continue to comply with the terms, conditions and covenants under all relevant lease / license or rent agreements and shall, in accordance with the terms of such agreements, refund the security deposits and advance / prepaid lease / license fee, if any, to the Transferee Company. The title to the immovable properties of the Transferor Companies, if any, shall be deemed to have been mutated and recognised in favour of the Transferee Company and the mere filing of the vesting



order of the Tribunal sanctioning the Scheme with the appropriate registrar and sub-registrar of assurances shall suffice as record of the Transferee Company's title to such immovable properties pursuant to the Scheme coming into effect on the Effective Date with effect from the Appointed Date and shall constitute a deemed mutation and substitution thereof. The Transferee Company shall in pursuance of the vesting order of the Tribunal be entitled to the delivery and possession of all documents of title in respect of such immovable property, if any, in this regard. Notwithstanding anything contained in this Scheme, with respect to the immovable properties of the Transferor Companies in the nature of land and buildings situated in states other than the state of Gujarat, whether owned or leased, for the purpose of, *inter alia*, payment of stamp duty and vesting in the Transferee Company, if the Transferee Company so decides, the respective Parties, whether before or after the Effective Date, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Transferee Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value determined in accordance with the Applicable Laws. The transfer of such immovable properties shall form an integral part of this Scheme.

(b) All assets of the Transferor Companies are movable in nature or are otherwise capable of being transferred by physical or constructive delivery and / or, by endorsement and delivery, or by vesting and recordal, including but not limited to property, assets, estate, rights, title, interests, equipment, furniture, fixtures, books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records, whether in physical form or electronic form or in any other form, shall stand vested in the Transferee Company, and shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1, Transferor Company 2 or the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery, or by vesting and recordal, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly to the Transferee Company.

(c) Any and all other movable property including but not limited to investments in shares and any other securities, all sundry debts and receivables, outstanding loans and advances, incorporeal or Intangible Assets and inventory, if any, relating to the Transferor Companies, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with Governmental Authorities, semi-Governmental Authorities, local and other authorities and bodies, customers and other persons, cheques on hand, shall, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1, Transferor Company 2 or the Transferee Company, become the property of the Transferee Company. Without prejudice to the foregoing, the Transferee Company shall be entitled to



deposit at any time after the Effective Date and with effect from the Appointed Date, cheques received in the name of the Transferor Company 1, Transferor Company 2, as may be applicable, to enable the Transferee Company to receive the amounts thereunder. The investments held in dematerialized form by the Transferor Company 1 and / or the Transferor Company 2 will be transferred to the Transferee Company by issuing appropriate delivery instructions to the depository participant with whom the Transferor Company have an account. The Transferee Company may, if required, give notice in such form as it may deem fit and proper to each person or debtor that, pursuant to the Scheme, the said person or debtor should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realize the same is in substitution of the right of the Transferor Company 1 or Transferor Company 2, as may be applicable, and that appropriate entry should be passed in their respective books to record the said changes.

- (d) All debts, borrowings, liabilities, contingent liabilities, duties and obligations, secured or unsecured, relating to the Transferor Companies, whether provided for or not in the books of accounts of the Transferor Companies or disclosed in the balance sheet of such Transferor Companies or not, shall stand transferred to and vested in the Transferee Company, and the same shall be assumed to the extent they are outstanding on the Effective Date and with effect from the Appointed Date and become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of, and shall be discharged by, the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Companies or the Transferee Company.
- (e) The transfer and vesting as aforesaid in this Clause shall be subject to the existing charges, hypothecation or mortgages, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which the Transferor Company 1, or the Transferor Company 2, as may be applicable, are a party wherein the assets of the Transferor Company 1, or the Transferor Company 2, as may be applicable, have been or are offered or agreed to be offered as security for any financial assistance or obligations shall be construed as reference only to the assets pertaining to the Transferor Company 1, or the Transferor Company 2, as may be applicable, and vested in the Transferee Company by virtue of this Scheme to the end and intent that the charges shall not extend or deemed to extend to any assets of the Transferee Company. The Scheme shall not operate to enlarge the security for the said liabilities of the Transferor Company 1, or the Transferor Company 2, as may be applicable, which shall vest in Transferee Company by virtue of the Scheme and the Transferee Company shall not be obliged to create any further, or additional security thereof after the merger has become effective or otherwise. The transfer and vesting of the properties and assets of the Transferor Company 1, or the Transferor Company 2, as may be applicable, as aforesaid shall be subject to the existing charges, hypothecation or mortgages over or in respect of the properties, assets or any part thereof of the Transferor Company 1, or the Transferor Company 2, as may be applicable.



(f) All letters of intent, contracts, deeds, memorandum of understanding, tenders, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Companies to which it is a party or to the benefit of which it may be entitled or eligible, shall be in full force and effect against or in favour of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1, Transferor Company 2 or the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company 1, Transferor Company 2 or the Transferee Company had been a party or beneficiary or obligee thereto. Without prejudice to the generality of the foregoing, bank guarantees, performance guarantees, letters of credit, agreements with any Governmental Authority, hire purchase agreements, lending agreements and such other agreements, deeds, documents and arrangements pertaining to the business of the Transferor Companies or to the benefit of which the Transferor Companies may be eligible and which are subsisting or have effect immediately before the Appointed Date, including without limitation all rights and benefits (including without limitation benefits of any deposit, advances, receivables or claims) arising or accruing there from, shall, upon this Scheme coming into effect on the Effective Date and with effect from the Appointed Date, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, be deemed to be bank guarantees, performance guarantees, letters of credit, agreements, deeds, documents, and arrangements, as the case may be, of the Transferee Company, without any further act, instrument or deed undertaken by the Transferor Company 1, Transferor Company 2 or the Transferee Company and shall be appropriately transferred or assigned by the concerned parties / Governmental Authority in favour of the Transferee Company

(g) Any and all development rights, permissions, consents, statutory licenses or other licences (including the licenses granted to the Transferor Companies by any Governmental Authority for the purpose of carrying on its business or in connection therewith), no-objection certificates, permissions, registrations, approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Transferor Companies or granted to the Transferor Companies shall stand vested in or transferred to the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1, the Transferor Company 2 or the Transferee Company, and shall be appropriately transferred or assigned by the concerned parties or Governmental Authorities in favour of the Transferee Company upon amalgamation of the Transferor Companies with and into the Transferee Company pursuant to the Scheme, subject to the provisions of Applicable Laws. The benefit of all statutory and regulatory permissions, approvals and consents including without limitation statutory licenses, permissions, approvals or consents required to carry on the operations of the Transferor Companies shall vest in and become available to the Transferee Company by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1, the Transferor Company 2 or the Transferee Company



(h) The Transferee Company shall bear the burden and the benefits of any legal or other proceedings (including tax proceedings) initiated by or against the Transferor Companies. If any notice, dispute, suit, appeal, complaint, claim or other proceeding of whatsoever nature by or against the Transferor Companies, including (but not limited to) those before any Governmental Authority, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Transferor Companies with and into the Transferee Company, or of anything contained in this Scheme but the proceedings shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1, the Transferor Company 2 or the Transferee Company.

(i) All persons who were employed in the Transferor Companies immediately before such date shall become employees of the Transferee Company, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1, the Transferor Company 2 or the Transferee Company, on terms and conditions which are overall no less favorable than those that were applicable to such employees immediately prior to such amalgamation, with the benefit of continuity of service and without any break or interruption in service. It is clarified that such employees of the Transferor Companies who become employees of the Transferee Company by virtue of this Scheme, shall be governed by the terms of employment of the Transferee Company (including in connection with provident fund, gratuity fund, superannuation fund or any other special fund or obligation), provided that such terms of employment of the Transferee Company are overall no less favorable than those that were applicable to such employees immediately before such amalgamation. In addition, with regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of the employees of the Transferor Companies who become employees of the Transferee Company by virtue of this Scheme, [a] all contributions made to such funds by the Transferor Companies on behalf of such employees shall be deemed to have been made on behalf of the Transferee Company, and shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established by the Transferee Company, as the case may be, and [b] all contributions made by such employees, including interests / investments (which are referable and allocable to the employees transferred) shall be transferred to the Transferee Company, the relevant authorities or the funds (if any) established by the Transferee Company, as the case may be. Where applicable and required, in connection with provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of the employees of the Transferor Companies who become employees of the Transferee Company by virtue of this Scheme, the Transferee Company shall stand substituted for the Transferor Companies, by operation of law pursuant to the vesting order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed undertaken by the Transferor Company 1, the Transferor Company 2 or the Transferee Company, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of



such schemes or funds in the respective trust deeds or other documents. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Companies in relation to such schemes or funds shall become those of the Transferee Company. In addition, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Transferor Companies shall be continued / continue to operate against the relevant employee and the Transferee Company shall be entitled to take any relevant action or sanction, without any further act, instrument or deed undertaken by the Transferor Company 1, the Transferor Company 2 or the Transferee Company.

- (j) The Transferee Company shall, for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits to the employees of the Transferor Companies, take into account the past services of such employees with the Transferor Companies, as may be applicable.
- (k) All direct and indirect taxes of any nature, duties and cess or any other like payments, including (but not limited to) income tax, security transaction tax, dividend distribution tax, foreign tax credit, equalization levy, value added tax, central sales tax, excise duty, customs duty, central value added tax, minimum alternate tax, advance tax, goods and services tax, tax deducted at source or tax collected at source, professional tax or any other like payments made by the Transferor Companies to any statutory authorities, or other collections made by the Transferor Companies and relating to the period up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Transferee Company, and the Transferee Company would be eligible to claim credits, claims or refunds, without any further act, instrument or deed undertaken by the Transferor Company 1, the Transferor Company 2 or the Transferee Company. In addition, all deductions and exemptions otherwise admissible to the Transferor Companies including without limitation payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (including, but not limited to, under Section 43B, Section 40 and Section 40A of the IT Act) shall be eligible for deduction to the Transferee Company upon fulfilment of the applicable conditions under the IT Act. In addition, the Transferee Company shall be entitled to claim credit and refunds for taxes deducted at source / taxes collected at source / paid against tax liabilities / duty liabilities / minimum alternate tax, advance tax, goods and services tax, central value added tax, value added tax liability and any other credits etc., notwithstanding the certificates / challans or other documents for payment of such taxes / duties, as the case may be, are in the name of the Transferor Companies.
- (l) All taxes payable by or refundable to or being the entitlement of the Transferor Companies, including without limitation all or any refunds or claims shall be treated as the tax liability or refunds / credits / claims, as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, entitlements (including, but not limited to, credits in respect of income tax, carry forward tax losses, unabsorbed depreciation, closing balance of CENVAT, value added tax, central sales tax, excise duty, turnover tax, goods and services tax, security transaction tax, minimum alternate tax and duty entitlement credit certificates), holidays, remissions, reductions, as would have been





available to the Transferor Company 1 and the Transferor Company 2, shall be available to the Transferee Company, subject to the provisions of Applicable Laws, and losses and unabsorbed depreciation of the Transferor Companies be carried forward and set off against tax on future taxable income of the Transferee Company in accordance with the provisions of, and subject to the satisfaction of the conditions set out in, Section 72A of the IT Act. The Transferee Company shall undertake all necessary compliances prescribed under Applicable Laws to, and the Transferor Companies shall, prior to the Effective Date, extend its cooperation to the Transferee Company to, effectuate transfer of all credits including advance tax, goods and services tax of the Transferor Companies to the Transferee Company. The Transferee Company shall have the right to file and / or revise the financial statements, income tax returns, forms and statements, tax deducted at source certificates, tax collection at source certificates, excise returns, goods and services tax returns and forms, and other statutory returns, forms, statements and filings, if required, even if the relevant due dates set out under Applicable Laws may have expired.

- (m) Any tax deduction at source certificates or any tax collection at source certificates issued by the any of the Party to, or for the benefit of, any other Party with respect to the inter-se transactions would be available to the Transferee Company to seek refund from the tax authorities in compliance with Applicable Laws. Further, upon this Scheme coming into effect on the Effective Date and with effect from the Appointed Date, tax deduction at source deposited, tax collection at source deposited, tax deduction at source certificates issued, tax collection at source certificates issued or tax deduction at source deposited returns filed, or tax collection at source returns filed by the Transferor Company 1 or the Transferor Company 2 on transactions other than inter-se transactions during the period between the Appointed Date and the Effective Date shall continue to hold good as if such deposit of tax, issuance of certificates, filing of tax returns were made by the Transferee Company; and any tax deducted at source or tax collected at source by, or on behalf of, the Transferor Company 1 or the Transferor Company 2 on inter-se transactions will be treated as tax deposited by the Transferee Company.
- (n) The Transferee Company is also expressly permitted to claim refunds, credits, including restoration of input CENVAT credit, goods and services tax credit, value added tax credit, credit of tax deducted at source or tax collected at source in respect of nullifying of any transaction between the Parties inter-se.
- (o) All compliances under any Applicable Laws by the Transferor Companies on or after Appointed Date shall be deemed to be made by the Transferee Company.
- (p) All estates, assets, rights, title, interests and authorities accrued to and / or, acquired by the Transferor Companies shall be deemed to have been accrued to and / or, acquired for and on behalf of the Transferee Company, without any further act, instrument or deed undertaken by the Transferor Company 1, the Transferor Company 2 or the Transferee Company and shall stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company that extent and shall be the estates, assets, right.



title, interests and authorities of the Transferee Company.

- 4.2. Upon this Scheme coming into effect on the Effective Date and the consequent amalgamation of the Transferor Company 1 and the Transferor Company 2 with and into the Transferee Company, the secured creditors of the Transferee Company, if any, shall only continue to be entitled to security over such properties and assets forming part of the Transferee Company, as they had existing immediately prior to the amalgamation of the Transferor Company 1 and the Transferor Company 2 with and into the Transferee Company, and the secured creditors of the Transferor Companies, if any, shall continue to be entitled to security only over such properties, assets, rights, benefits and interest of and in the Transferor Companies, as they had existing immediately prior to the amalgamation of the Transferor Company 1 and the Transferor Company 2 with and into the Transferee Company.
- 4.3. The Transferee Company, the Transferor Company 1 and the Transferor Company 2 shall take such actions as may be necessary and permissible in order to give formal effect to the provisions of this Clause, including, without limitation, making appropriate filings with any person (including the relevant Governmental Authorities), and such person (including the relevant Governmental Authorities) shall take the same on record, and shall make and duly record the necessary substitution/ endorsement in the name of the Transferee Company upon this Scheme coming into effect on the Effective Date in accordance with the terms hereof.
- 4.4. The Transferee Company shall, at any time after this Scheme coming into effect on the Effective Date in accordance with the provisions hereof, if so required under Applicable Laws, 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 Companies, including in connection with the transfer of properties of the Transferor Company 1 and the Transferor Company 2, to the Transferee Company. For the avoidance of doubt, it is clarified that if the consent of either a third party or Governmental Authority is required to give effect to the provisions of this Clause, the said third party or Governmental Authority shall, subject to the provisions of Applicable Laws, provide such consent and 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 Tribunal, and upon this Scheme coming into effect on the Effective Date. The Transferee Company shall file appropriate applications / documents and make appropriate filings with the relevant authorities concerned for information and record purposes and 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 Companies and to carry out or perform all such acts, formalities or compliances referred to above on behalf of the Transferor Companies, *inter alia*, in its capacity as the successor entity of the Transferor Companies.
- 4.5. This Scheme has been drawn up to comply with the conditions relating to "amalgamation" as defined in Section 2(1B) and other relevant provisions of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section and other related provisions of the IT Act at a later date including those in force from a retrospective



amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section and other related provisions of the IT Act shall prevail and the Scheme shall stand modified to the extent required to comply with Section 2(1B) and other relevant provisions of the IT Act.

PART B

5. CONSIDERATION

5.1. Upon this Scheme coming into effect on the Effective Date and upon amalgamation of the Transferor Company 1 and the Transferor Company 2 with and into the Transferee Company in terms of this Scheme,

(a) the Transferee Company shall, issue and allot Equity Shares, credited as fully paid-up, to the extent indicated below, to the shareholders of the Transferor Company 1, holding fully paid-up Equity Shares of the Transferor Company 1 and whose names appear in the



register of members of the Transferor Company 1 as on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of the Transferor Company 1 / Transferee Company, without any further act, instrument or deed and after taking into effect Bonus Issuance by the Transferee Company and sub-division of the Equity Shares of the Transferee Company, in the following proportion:

*"11 (Eleven) fully paid-up Equity Shares of the Transferee Company of the face value of INR 1 (Indian Rupee One) each shall be issued and allotted, at par as fully paid-up to the equity shareholders of the Transferor Company 1 for every 8 (Eight) Equity Shares of INR 10 (Indian Rupees Ten) each held by the shareholders of the Transferor Company 1, as on the Record Date."*

- (b) the Transferee Company shall, issue and allot Equity Shares, credited as fully paid-up, to the extent indicated below, to the shareholders of the Transferor Company 2, holding fully paid-up Equity Shares of the Transferor Company 2 and whose names appear in the register of members of the Transferor Company 2 as on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of the Transferor Company 2 / Transferee Company, without any further act, instrument or deed and after taking into effect Bonus Issuance by the Transferee Company and sub-division of the Equity Shares of the Transferee Company, in the following proportion:

*"71 (Seventy One) fully paid-up Equity Shares of the Transferee Company of the face value of INR 1 (Indian Rupee One) each shall be issued and allotted, at par as fully paid-up to the equity shareholders of the Transferor Company 2 for every 5 (Five) Equity Shares of INR 10 (Indian Rupees Ten) each held by the shareholders of the Transferor Company 2, as on the Record Date."*

- 5.2. The share exchange ratio stated in Clause 5.1 above has been taken on record and approved by the Board of the Parties after taking into consideration the valuation report obtained for determination of the share exchange ratio.
- 5.3. The said Equity Shares in the Transferee Company to be issued to the equity shareholders of the Transferor Company 1 and the Transferor Company 2 pursuant to this Clause 5 shall be subject to MOA and Articles, and shall rank *pari passu* in all respects with the existing Equity Shares of the Transferee Company, including with respect to dividend, bonus, voting rights and other corporate benefits attached to the Equity Shares of the Transferee Company.
- 5.4. Upon this Scheme coming into effect on the and upon amalgamation of the Transferor Company 1 and the Transferor Company 2 with and into the Transferee Company in terms of this Scheme, the Equity Shares of the Transferee Company as held by the Transferor Company 1 and the Transferor Company 2 and the NCRPS as held by the Transferor Company 2 shall stand cancelled and extinguished by operation of law. Further, considering the issuance and allotment of Equity Shares to the shareholders of the Transferor Company 1 and the Transferor Company 2 towards the



consideration in terms of this Clause 5, there shall not be any net reduction of the share capital of the Transferee Company, and in view of the same, the provisions of Section 66 of the Act shall not be attracted.

- 5.5. If any equity shareholder of the Transferor Company 1 becomes entitled to a fractional Equity Share to be issued by the Transferee Company pursuant to Clause 5.1 of this Scheme, the Transferee Company shall not issue such fractional Equity Share to such equity shareholder of the Transferor Company 1 or Transferor Company 2, as may be applicable, but shall consolidate all such fractional entitlements of all equity shareholders of the Transferor Company 1 and Transferor Company 2 and the Board of the Transferee Company shall, without any further act, instrument or deed, issue and allot such Equity Shares that represent the consolidated fractional entitlements to a trust nominated by the Board of the Transferee Company and such trust shall hold such Equity Shares, with all additions or accretions thereto, in trust for the benefit of the equity shareholders of the Transferor Company 1 and Transferor Company 2 who are entitled to the fractional entitlements (and their respective heirs, executors, administrators or successors) for the specific purpose of selling such Equity Shares in the market within a period of 90 (ninety) days from the date of allotment of Equity Shares, and on such sale, distribute to the equity shareholders in proportion to their respective fractional entitlements, the net sale proceeds of such Equity Shares (after deduction of applicable taxes and costs incurred and subject to withholding tax, if any). It is clarified that any such distribution shall take place only after the sale of all the Equity Shares of the Transferee Company that were issued and allotted to the trustee pursuant to this Clause 5.5. In case the number of such new Equity Shares to be allotted to the trust by virtue of consolidation of fractional entitlements is a fraction, one additional equity share will be issued in Transferee Company to such trust.
- 5.6. The Transferee Company shall take necessary steps to increase or alter or re-classify, if necessary, its authorized share capital to enable it to issue and allot the Equity Shares as set forth in Clause 5.1 above.
- 5.7. The Equity Shares to be issued and allotted by the Transferee Company as set forth in Clause 5.1 above to the shareholders of the Transferor Company 1 and the Transferor Company 2 shall be issued in dematerialized form or physical form to the shareholders as per Applicable Laws.
- 5.8. The Equity Shares of the Transferee Company issued in terms of Clause 5.1 above shall, subject to receipt of necessary approval, be listed and / or admitted to trading on the Stock Exchanges pursuant to this Scheme and in compliance with the Listing Regulations, SEBI Circular and other applicable regulations and Applicable Laws. The Transferee Company shall make all requisite applications and shall otherwise comply with the provisions of Listing Regulations, SEBI Circular and other applicable regulations notified under the SEBI Act and Applicable Laws and take all steps to procure the listing of the Equity Shares issued by it.
- 5.9. The Equity Shares issued by the Transferee Company, pursuant to this Scheme shall remain frozen in the depository system till listing / trading permission is given by the Stock Exchanges.



- 5.10 There shall be no change in the shareholding pattern or control in the Transferee Company between Record Date and the listing of the equity shares on the Stock Exchanges.
- 5.11 On the approval of the Scheme by the Board and members of each of the Parties pursuant to Sections 230 to 232 and other relevant provisions of the Act and rules made thereunder, if applicable, it shall be deemed that the Board and members of each of the Parties have also accorded their consent under Sections 42, 62 and / or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Articles, as may be applicable, for the aforesaid issuance of the Equity Shares of the Transferee Company to the equity shareholders of the Transferor Company 1 and the Transferor Company 2, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Sections 42, 62 and / or any other applicable provisions of the Act and rules made thereunder. Upon this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents / intimations as per the provisions of Act and rules made thereunder with ROC or any other applicable Governmental Authority to record the amalgamation of the Transferor Company 1 and the Transferor Company 2 with and into the Transferee Company. Issuance of the Equity Shares of the Transferee Company to the equity shareholders of the Transferor Company 1 and the Transferor Company 2 and dissolution of the Transferor Company 1 and the Transferor Company 2, in the manner set out in this Clause 5.

## PART D

## 6. CONDUCT OF BUSINESS BY THE TRANSFEROR COMPANIES

- 6.1. With effect from the Appointed Date and up to and including the Effective Date,
- (a) The Transferor Companies shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets pertaining to the business and undertaking of the Transferor Companies for and on account of and in trust for the Transferee Company. The Transferor Companies hereby undertake to hold the said assets with utmost prudence until the Effective Date.
- (b) The Transferor Companies shall carry on its business and activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of the Transferee Company, dispose of any property or asset of the Transferor Companies or part thereof.
- (c) All the profits or incomes accruing or arising to the Transferor Companies or expenditure for losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Companies shall, for all the purposes be treated and be deemed to be accrued as the profits or incomes or expenditure or losses or taxes of the Transferee Company, as the case may be.
- (d) The Transferor Companies shall not vary the terms and conditions of employment of any of the employees except in ordinary course of business or with the consent of the Transferee



Company or pursuant to any pre-existing obligation undertaken by the Transferor Companies as the case may be, prior to the Effective Date.

- (e) The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Governmental Authority, and all other agencies, departments and authorities concerned as are necessary under any law or rules, for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme.

#### 7. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY

- 7.1. Upon to the Scheme coming into effect on the Effective Date, and after giving effect of the accounting treatment specified at sub-clause (f) of Clause 9.1, the Transferee Company shall account for amalgamation of the Transferor Company 1 and the Transferor Company 2 with the Transferee Company in its books of accounts in accordance with the Indian Accounting Standard 103 'Business Combinations' prescribed under Section 133 of the Act read with the relevant rules issued thereunder and other generally accepted accounting principles in India and any other relevant or related requirement under the Act, as applicable on the Effective Date, such that:
- (a) The Transferee Company shall record the assets and liabilities relating to the Transferor Company 1 and the Transferor Company 2 vested in it pursuant to this Scheme, at their respective carrying amounts.
- (b) The identity of the reserves shall be preserved and the Transferee Company shall record the reserves of the Transferor Company 1 and the Transferor Company 2 in the same form and at the carrying amount as appearing in the financial statements of the Transferor Company 1 and the Transferor Company 2, as may be applicable.
- (c) Pursuant to the amalgamation of the Transferor Company 1 and the Transferor Company 2 with the Transferee Company, the inter-company balances between the Transferee Company and the Transferor Company 1 and the Transferor Company 2, if any, appearing in the books of the Transferee Company, Transferor Company 1 and Transferor Company 2 shall stand cancelled.
- (d) All inter-company investments in the share capital of the Transferee Company, Transferor Company 1 and Transferor Company 2 shall stand cancelled.
- (e) All inter-company transactions entered between the Transferor Company 1 and the Transferor Company 2 and Transferee Company shall stand cancelled.
- (f) The face value of the Equity Shares of the Transferee Company issued to the shareholders of the Transferor Company 1 and the Transferor Company 2 pursuant to Clause 5.1 shall be credited to the equity share capital account in the books of the Transferee Company.
- (g) The surplus / deficit, if any arising after taking the effect of the provisions (a) to (f) of Clause



7.1 above, shall be adjusted in 'Capital Reserve' in the financial statements of the Transferee Company and shall be presented separately from other capital reserves with disclosure of its nature and purpose in the notes.

(h) In case of any differences in accounting policies between the Transferor Company 1 and the Transferor Company 2 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.

**8. DISSOLUTION OF THE TRANSFEROR COMPANY 1 AND THE TRANSFEROR COMPANY 2**

8.1. Upon the Scheme coming into effect from the Effective Date, the Transferor Company 1 and the Transferor Company 2 shall, without any further act, instrument or deed undertaken by the Transferor Company 1, Transferor Company 2 or the Transferee Company, stand dissolved without winding up pursuant to the order of the Tribunal sanctioning the Scheme.

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## SECTION III

## 9. BONUS ISSUANCE BY THE TRANSFEREE COMPANY AND THE SUB-DIVISION OF THE EQUITY SHARES OF THE TRANSFEREE COMPANY

9.1. Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, and in accordance with Clause 15 of this Scheme:

(a) The Transferee Company shall, without any further act, instrument or deed, issue and allot the PEPL Bonus Shares by way of a bonus issue to the PEPL Shareholder(s) in proportion to their shareholding in the Transferee Company as on the PEPL Bonus Issuance Record Date.

(b) Upon completion of the actions set forth in sub-clause (a) above, the Transferee Company shall, without any further act, instrument or deed, sub-divide each Equity Share of the Transferee Company having a face value of INR 10 (Indian Rupees Ten) into 10 (Ten) Equity Shares of the Transferee Company having a face value of INR 1 (One) each.

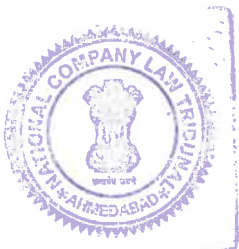
(c) After taking into effect the Bonus Issuance by the Transferee Company as contemplated in sub-clause (a) above and sub-division of the Equity Shares of the Transferee Company as contemplated in sub-clause (b) above, the authorised share capital clause at Clause V of the MOA shall stand modified and read as follows:

*"The Authorised Share Capital of the Company is INR 23,34,67,700 (Indian Rupees Twenty Three Crore Thirty Four Lakh Sixty Seven Thousand and Seven Hundred only) divided into 19,58,67,100 (Nineteen Crore Fifty Eight Lakh Sixty Seven Thousand and One Hundred only) equity shares of face value of INR 1 (Indian Rupee One only) each and 37,60,060 (Thirty Seven Lakh Sixty Thousand and Sixty only) preference shares of face value of INR 10 (Indian Rupees Ten only) each."*

(d) Pursuant to the Bonus Issuance as set out in sub-clause (a) above and sub-division of the Equity Shares of the Transferee Company as set out in sub-clause (b) above, the authorised share capital and issued, subscribed and paid-up share capital of the Transferee Company shall be as follows:

| Authorised Share Capital   | Amount (INR)   |
|--|--|
| 19,58,67,100 (Nineteen Crore Fifty Eight Lakh Sixty Seven Thousand and One Hundred) Equity Shares having face value of INR 1 (Indian Rupee One) each | 19,58,67,100<br>(Nineteen Crore Fifty Eight Lakh Sixty Seven Thousand and One Hundred) |
| 37,60,060 (Thirty Seven Lakh Sixty Thousand and Sixty) Preference Shares having face value of INR 10 (Indian Rupees Ten) each                        | 3,76,00,600<br>(Indian Rupees Three Crore Seventy Lakh and Six Hundred)                |

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|  |   |
|--|---|
| Authorized Share Capital   | 19,58,66,990<br>(Nineteen Crore Fifty Eight Lakh Sixty Six Thousand Nine Hundred and Ninety)                |
| Issued, Subscribed and Paid-up Share Capital   | Amount (INR)  |
| 19,58,66,990 (Nineteen Crore Fifty Eight Lakh Sixty Six Thousand Nine Hundred and Ninety) Equity Shares having face value of INR 1 (Indian Rupee One) each | 19,58,66,990<br>(Nineteen Crore Fifty Eight Lakh Sixty Six Thousand Nine Hundred and Ninety)                |
| 15,93,000 (Fifteen Lakh Ninety Three Thousand) Preference Shares having face value of INR 10 (Indian Rupees Ten) each                                      | 1,59,30,000<br>(Indian Rupees One Crore Fifty Nine Lakh and Thirty Thousand)                                |
| Total Issued, Subscribed and Paid-up Share Capital   | 21,17,96,990<br>(Indian Rupees Twenty One Crore Seventeen Lakh Ninety Six Thousand Nine Hundred and Ninety) |

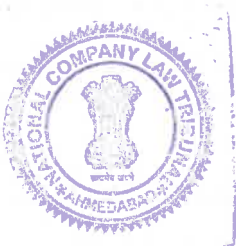
- (e) The Equity Shares issued by the Transferee Company in terms of this Clause 9 of the Scheme shall be issued in dematerialized form and the register of members and / or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of such Equity Shares by the Transferee Company in terms of this Scheme.
- (f) The Transferee Company shall in its books of accounts in accordance with the Indian Accounting Standards prescribed under Section 133 of the Act read with the relevant rules issued thereunder and other generally accepted accounting principles in India and any other relevant or related requirement under the Act, as may be applicable, transfer the balance of INR 17,80,60,900 (Indian Rupees Seventeen Crore Eighty Lakh Sixty Thousand and Nine Hundred) from the securities premium account to share capital account.
- (g) On the approval of the Scheme by the Board and members of each of the Parties pursuant to Sections 230 to 232 and other applicable provisions of the Act and rules made thereunder, if applicable, it shall be deemed that the Board and members of the Transferee Company have also accorded their consent under Sections 13, 61, 62, 63, and 64 and / or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Articles, as may be applicable, for the aforesaid increase in dematerialized share capital,



issuance of the PEPL Bonus Shares, sub-division of the Equity Shares, amendment of the MOA of the Transferee Company and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Sections 13, 61, 62, 63 or 64 of the Act and/ or any other applicable provisions of the Act and rules made thereunder. Upon this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents/ intimations as per the provisions of Act and rules made thereunder with ROC or any other applicable authority to record the aforesaid sub-division of its Equity Shares, amendment of its MOA and issuance of the PEPL Bonus Shares, in the manner set out in this Clause 9 of this Scheme.

- (h) The increase in authorised share capital, issuance and allotment of the PEPL Bonus Shares, sub-division of the Equity Shares and amendment of the MOA of the Transferee Company shall be undertaken as an integral part of the Scheme and in accordance with Clause 15 of this Scheme. The PEPL Bonus Shares to be issued to the PEPL Shareholder(s) pursuant to Section III of this Scheme shall rank *pari passu* in all respects with the existing Equity Shares of the Transferee Company, including with respect to dividend, bonus, voting rights and other corporate benefits attached to the Equity Shares of the Transferee Company.

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## SECTION IV

## 10. CONVERSION OF THE TRANSFEREE COMPANY INTO A PUBLIC COMPANY

- 10.1. As an integral part of the Scheme and upon the Scheme coming into effect on the Effective Date, the Transferee Company shall stand converted into a 'public company' in terms of the Sections 13, 18 and other applicable provisions of the Act and rules made thereunder. As the conversion of the Transferee Company into a 'public company' is an integral part of the Scheme, it shall be deemed that the Board and members of the Transferee Company have accorded their consent for such conversion as required under the Act and rules made thereunder, including in terms of Sections 13 and 18 and any other applicable provisions of the Act and rules made thereunder, and provisions of the Articles.
- 10.2. The MOA shall be amended (to the extent required) to reflect the conversion contemplated in Clause 10.1 above as required in terms of the Act and rules made thereunder. Upon the Scheme coming into effect on the Effective Date, the Transferee Company's name shall stand changed to remove the word 'Private' from its name or be adopted to such other name as may be mutually agreed between the Board of the Transferee Company, Transferor Company 1 and Transferor Company 2, and approved by the ROC.
- 10.3. The Articles of the Transferee Company shall be amended and restated to reflect the conversion contemplated in Clause 10.1 above.
- 10.4. On approval of the Scheme by the Board and the members of each of the Parties pursuant to Sections 230 to 232 and other relevant provisions of the Act and rules made thereunder, the SEBI Circular and the Listing Regulations, if applicable, it shall be deemed that the Board and the members of the Transferee Company have also accorded their consent under Sections 13, 14 and 18 and / or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Listing Regulations, as may be applicable for effecting the aforesaid conversion of the Transferee Company into a public company, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under Sections 13, 14 or 18 of the Act and / or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Listing Regulations. Upon this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents / intimations and make



payment of any necessary fees as per the provisions of Act and rules made thereunder with ROC or any other applicable-Governmental Authority in respect of the aforesaid conversion of the Transferee Company into a public company, in the manner set out in this Clause 10 of the Scheme. The ROC will issue a fresh certificate of incorporation to the Transferee Company in accordance with the provisions of the Act and rules made thereunder.

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## SECTION V

11. RECLASSIFICATION OF PERSONS SEEKING RECLASSIFICATION FROM 'PROMOTER AND PROMOTER GROUP' CATEGORY TO 'PUBLIC' CATEGORY IN THE TRANSFEREE COMPANY

- 11.1. As an integral part of the Scheme and upon the Scheme coming into effect on the Effective Date, the Promoters Seeking Reclassification shall be reclassified from 'Promoter and Promoter Group' category to 'Public category' in the Transferee Company in terms of the applicable provisions of the Act and rules made thereunder, Listing Regulations and other applicable regulations notified under the SEBI Act and other applicable provisions under the Applicable Laws. As the reclassification of the Promoters Seeking Reclassification shall be reclassified from 'Promoter and Promoter Group' category to 'Public category' in the Transferee Company is an integral part of the Scheme, it shall be deemed that the Transferee Company has complied with all applications or filings as required under applicable provisions of the Act and rules made thereunder, Listing Regulations and other applicable regulations notified under the SEBI Act and other applicable provisions under the Applicable Laws for seeking the aforesaid reclassification.
- 11.2. Pursuant to the Family Arrangement Agreement, the Promoters Seeking Reclassification holding Equity Shares of the Transferor Company 1 as set out in Schedule B vide Application Letter requested the Transferor Company 1 for reclassification of the Promoters Seeking Reclassification from 'Promoter and Promoter Group' category to 'Public category' in the Transferor Company 1. The rationale of such reclassification is that the Promoters Seeking Reclassification are not engaged in the business, management, control or day-to-day affairs and also do not have any right either to appoint any Director or an ability to control the management or policy decisions in any manner whatsoever including by virtue of their shareholding and none of their act would influence the decisions taken by the Transferor Company 1, and upon the Scheme coming into effect, subsequently in the Transferee Company.
- 11.3. The Promoters Seeking Reclassification have submitted undertaking vide letter dated 14<sup>th</sup> September, 2022 that the Promoters Seeking Reclassification are complying the conditions specified at sub-clause (i) of clause (b) of sub-regulation (3) of Regulation 31A of the Listing Regulations, and the Promoters Seeking Reclassification and Persons Related to the Promoters Seeking Reclassification are complying the conditions specified at sub-clause (ii) to sub-clause (vii) of clause (b) of sub-regulation (3) of Regulation 31A of the Listing Regulations, and that they shall continue to comply with the conditions prescribed in sub-regulation (4) of Regulation 31A of the Listing Regulations.
- 11.4. Upon the Scheme coming into effect on the Effective Date, the shareholding of the Promoters Seeking Reclassification and the Persons Related to the Promoters Seeking Reclassification in the Transferee Company shall be as set out in Schedule C.
- 11.5. On approval of the Scheme by the Board and the members of each of the Parties pursuant to Sections 230 to 232 and other relevant provisions of the Act and rules made thereunder, the SEBI Circular and the Listing Regulations, if applicable, it shall be deemed that the Board and members of the Transferee Company have accorded their consent for reclassification under



the applicable provisions of the Act and rules made thereunder, Listing Regulations and other applicable regulations notified under the SEBI Act and other applicable provisions under the Applicable Laws, as may be applicable for effecting the aforesaid reclassification of the Promoters Seeking Reclassification from 'Promoter and Promoter Group' category to 'Public category' in the Transferee Company, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferee Company under the applicable provisions of the Act and rules made thereunder, Listing Regulations and other applicable regulations notified under the SEBI Act and other applicable provisions under the Applicable Laws, as may be applicable. Upon this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents / intimations and make payment of any necessary fees as per the provisions of the Listing Regulations or any other applicable regulations notified under the SEBI Act.

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## SECTION VI

## GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

## 12. APPLICATION TO THE TRIBUNAL

- 12.1. The Transferor Company 1, the Transferor Company 2 and the Transferee Company shall make all applications / petitions under the Sections 230 to 232 and other applicable provisions of the Act and rules made thereunder, and as required under the Applicable Laws to the Tribunal for the sanction of this Scheme and all matters ancillary or incidental thereto.

## 13. TRANSFER OF THE AUTHORISED SHARE CAPITAL

- 13.1. After considering the Bonus Issuance by the Transferee Company and sub-division of the Equity Shares of the Transferee Company as contemplated in Clause 9 of the Scheme, the authorised share capital of the Transferee Company as set out in Clause 3.3 of this Scheme shall stand enhanced to INR 23,34,67,700 (Indian Rupees Twenty Three Crore Thirty Four Lakh Sixty Seven Thousand and Seven Hundred), comprising of 19,58,67,100 (Nineteen Crore Fifty Eight Lakh Sixty Seven Thousand and One Hundred) Equity Shares of face value of INR 1 (Indian Rupee One) each and 37,60,060 (Thirty Seven Lakh Sixty Thousand and Sixty) Preference Shares having face value of INR 10 (Indian Rupees Ten) each, without any further act, instrument or deed undertaken by the Transferee Company, pursuant to Section 232(3)(i) of the Act, the fee(s) paid by the Transferee Company on the existing authorised share capital as set out in Clause 3.3 of this Scheme shall be set-off against any fee payable by the Transferee Company on its authorised share capital subsequent to the sub-division of the Equity Shares of the Transferee Company and Bonus Issuance by the Transferee Company as contemplated in Clause 9 of the Scheme, and the liability of the Transferee Company for payment of any additional fees or stamp duty in respect of such increase shall be limited to the difference between the fee or stamp duty payable by the Transferee Company on its increased authorized share capital as a result of the sub-division of the Equity Shares of the Transferee Company and Bonus Issuance by the Transferee Company as contemplated in Clause 9 of the Scheme.
- 13.2. As an integral part of the Scheme and upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the authorised share capital of the Transferor Company 1 of INR 32,00,00,000 (Indian Rupees Thirty Two Crore), comprised of





3,20,00,000 (Three Crore Twenty Lakh) Equity Shares having face value of INR 10 (Indian Rupees Ten) each, shall stand consolidated and vested in and merged with the authorised share capital of the Transferee Company. Further, as an integral part of the Scheme and upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the authorised share capital of the Transferor Company 2 of INR 8,72,81,000 (Indian Rupees Eight Crore Seventy Two Lakh and Eighty One Thousand), comprised of 72,28,100 (Seventy Two Lakh Twenty Eight Thousand One Hundred) Equity Shares having face value of INR 10 (Indian Rupees Ten) each and 15,00,000 (Fifteen Lakh) Preference Shares having face value of INR 10 (Indian Rupees Ten) each, shall stand consolidated and vested in and merged with the authorised share capital of the Transferee Company. After considering consolidation of the authorised share capital of the Transferor Company 1 and the Transferor Company 2 with the authorised share capital of the Transferee Company as above and Bonus Issuance by the Transferee Company and sub-division of the Equity Shares of the Transferee Company as contemplated in Clause 9 of the Scheme, the authorised share capital of the Transferee Company as set out in Clause 3.3 of this Scheme shall stand enhanced to INR 64,07,48,700 (Indian Rupees Sixty Four Crore Seven Lakh Forty Eight Thousand and Seven Hundred), comprising into 58,81,48,100 (Fifty Eight Crore Eighty One Lakh Forty Eight Thousand and One Hundred) Equity Shares of face value of INR 10 (Indian Rupee One) each and 52,60,060 (Fifty Two Lakh Sixty Thousand and Sixty) Preference Shares having face value of INR 10 (Indian Rupees Ten) each, without any further act, instrument or deed undertaken by the Transferee Company, and pursuant to Section 232(3)(i) of the Act, the fee(s) paid by the Transferor Company 1 and the Transferor Company 2 on their respective authorised share capital shall be set-off against any fee payable by the Transferee Company on its authorised share capital subsequent to the amalgamation, and the liability of the Transferee Company for payment of any additional fees or stamp duty in respect of such increase shall be limited to the difference between (i) the fee or stamp duty payable by the Transferee Company on its increased authorized share capital after the Scheme comes into effect, (ii) the fee or stamp duty paid by the Transferor Company 1 and the Transferor Company 2, if any, on its authorised share capital from time to time, and (iii) additional fee or stamp duty paid by the Transferee Company on increase in authorized share capital as a consequence of sub-division of the Equity Shares of the Transferee Company and Bonus Issuance by the Transferee Company as provided at Clause 13.1 above, and the authorised share capital clause at Clause V of the MOA shall stand modified and read as follows:

*"The Authorised Share Capital of the Company is INR 64,07,48,700 (Indian Rupees Sixty Four Crore Seven Lakh Forty Eight Thousand and Seven Hundred only), divided into 58,81,48,100 (Fifty Eight Crore Eighty One Lakh Forty Eight Thousand and One Hundred only) Equity Shares of face value of INR 10 (Indian Rupee One only) each and 52,60,060 (Fifty Two Lakh Sixty Thousand and Sixty) preference shares of face value of INR 10 (Indian Rupees Ten only) each."*

- 13.3. Notwithstanding anything contained in this Scheme and subject to Applicable Laws, until this Scheme becomes effective, the Transferor Company 1 shall have right to raise capital whether via preferential issue of equity / convertible / non-convertible securities to one or more financial or strategic investors or in any other way for the efficient functioning of their business or for any other purpose including for the purposes of refinancing, repayment, conversion or prepayment of any loans, provided that any such change in capital structure of the Transferor Company 1 shall be made subject to the approval of SEBI stock exchanges and other authorities, if applicable. For



the avoidance of doubt, it is clarified that, in case, authorised share capital of the Transferor Company 1, the Transferor Company 2 and / or the Transferee Company, as the case may be, undergoes any change, prior to this Scheme coming into effect on the Effective Date, then this Clause 13 of the Scheme shall automatically stand modified / adjusted accordingly to take into account the effect of such change.

- 13.4. On the approval of the Scheme by the Board and the members of each of the Parties pursuant to Sections 230 to 232 and other relevant provisions of the Act and rules made thereunder, the SEBI Circular and the Listing Regulations, if applicable, it shall be deemed that the Board and the members of each of the Parties have also accorded their consent under Sections 13, 61, 64 and / or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Listing Regulations and the Articles, as may be applicable for effecting the aforesaid reclassification, amendment and increase in the authorised share capital of the Transferee Company, and no further resolution or actions, including compliance with any procedural requirements, shall be required to be undertaken by the Transferor Company 1, the Transferor Company 2 or the Transferee Company under Sections 13, 61, 64 and / or any other applicable provisions of the Act and rules made thereunder and the relevant provisions of the Listing Regulations and the Articles. Upon this Scheme coming into effect, the Transferee Company shall, if required, file all necessary documents / intimations as per the provisions of Act and rules made thereunder with ROC or any other applicable Governmental Authority in respect of the aforesaid reclassification, amendment and increase in the authorised share capital of the Transferee Company, in the manner set out in this Clause 13 of the Scheme.

#### 14. LISTING OF EQUITY SHARES

- 14.1. Upon the Scheme coming into effect on the Effective Date, the Equity Shares of the Transferee Company shall be listed and admitted for trading on the Stock Exchanges by virtue of this Scheme and in accordance with the provisions of Applicable Laws (including the SEBI Circular). The Transferee Company shall make all requisite applications and shall otherwise comply with the provisions of the SEBI Circular, the Listing Regulations, and take all steps to get its Equity Shares listed on the Stock Exchanges and obtain the final listing and trading permissions.
- 14.2. The Equity Shares issued and allotted by the Transferee Company pursuant to this Scheme shall remain frozen in the depository system till listing / trading permission is given by the Stock Exchanges. There shall be no change in the shareholding pattern of the Transferee Company between the Record Date and the listing which may affect the status of such permission. Further, the Transferee Company will not issue / reissue any Equity Shares which are not covered under the Scheme.
- 14.3. Any acquisition of shares, voting rights or control pursuant to the amalgamation of the Transferor Company 1 and the Transferor Company 2 with the Transferee Company pursuant to this Scheme does not trigger any obligation to make an open offer, in terms of Regulation 10(1)(d) of the Takeover Code.



- 14.4. Post listing of the Equity Shares of the Transferee Company on Stock Exchanges, the Transferee Company shall comply with requirement of maintaining public shareholding of 25% (twenty-five percent) in the Transferee Company within a period of one year from the date of listing of Equity Shares of the Transferee Company in accordance with the SEBI Circular and other Applicable Laws, as may be amended from time to time.

#### 15. SEQUENCING OF ACTIONS

- 15.1. Upon the sanction of this Scheme and upon this Scheme coming into effect on the Effective Date and with effect from the Appointed Date, the following shall be deemed to have occurred / shall occur and become effective and operative, only in the sequence and in the order mentioned hereunder:

- (a) issuance and allotment of PEPL Bonus Shares by way of a bonus issue by the Transferee Company and sub-division of the Equity Shares of the Transferee Company in accordance with Section III of this Scheme;
- (b) amalgamation of the Transferor Company 1 and the Transferor Company 2 with and into the Transferee Company in accordance with Section II of this Scheme; and
- (c) transfer of the authorised share capital of each of the Transferor Company 1 and the Transferor Company 2 to the Transferee Company in accordance with Clause 13 of this Scheme, and consequential increase in the authorised share capital of the Transferee Company.

- 15.2. Upon the sanction of this Scheme and upon this Scheme coming into effect on the Effective Date, the following shall be deemed to have occurred / shall occur and become effective and operative, only in the sequence and in the order mentioned hereunder:

- (a) issue and allotment of Equity Shares of the Transferee Company by the Transferee Company to the shareholders of the Transferor Company 1 whose names appear in the register of members of the Transferor Company 1 as on the Record Date, and to the shareholders of the Transferor Company 2 whose names appear in the register of members of the Transferor Company 2 as on the Record Date, in accordance with Clause 5 of this Scheme;
- (b) conversion of the Transferee Company into public company, and consequential amendment in MOA and Articles, in accordance with Section IV of this Scheme;
- (c) dissolution of the Transferor Company 1 and the Transferor Company 2 without winding-up in accordance with Clause 8 of this Scheme;
- (d) reclassification of certain promoters in to public category in the Transferor Company 1 in accordance with Section V of this Scheme; and

- (e) listing of the Equity Shares of the Transferee Company in accordance with Clause 14 of the



Scheme.

16. **CONDITIONALITY AND EFFECTIVENESS OF THE SCHEME.**

16.1. This Scheme is and shall be conditional upon and subject to the following:

(a) **Approval of the members:**

- (i) the requisite majorities in number and value of such classes of members as may be directed by the Tribunal or any other competent authority, as may be applicable, approving the Scheme through e-voting or any other permissible mode;
- (ii) the Scheme being approved by the public shareholders of Transfor Company 1 through e-voting in terms of Part -1 (A)(10)(a) of SEBI Circular and the scheme shall be acted upon only if vote cast by the public shareholders in favour of the proposal are more than number of votes cast by public shareholders against it; and
- (iii) public shareholders of the Transfor Company 1 shall have approved the Scheme by way of an ordinary resolution and all 'interested persons' as understood in terms of the Listing Regulations shall have abstained from voting in the relevant meeting of the members approving the Scheme;

in each case, the e-voting is in compliance with the provisions of the Act, the SEBI Circular and the Listing Regulations, if applicable.

(b) Obtaining observation letter or no-objection letter from the Stock Exchanges in respect of the Scheme, pursuant to regulation 37 of the Listing Regulations read with SEBI Circular and Regulations 11 and 94 of the LODR Regulations.

(c) The requisite majorities in number and value of such classes of secured and unsecured creditors as may be directed by the Tribunal or any other competent authority, as may be applicable, approving the Scheme.

(d) The Scheme being sanctioned by the Tribunal under Sections 230 to 232 and any other applicable provisions of the Act and rules made thereunder, and each of the Parties having filed certified copies of the order of the Tribunal sanctioning this Scheme with ROC within the statutory timelines.

16.2. Each of the Parties shall file order of the Tribunal approving the Scheme with ROC within a period of 30 (thirty) days of receipt of such order. In case the Scheme does not become effective in terms of Clause 16.1 above, within a period of 30 (thirty) days of receipt of the order of the Tribunal approving the Scheme, each of the Parties shall file an intimation with ROC within 30 (thirty) days of the Effective Date.



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**17. MODIFICATIONS / AMENDMENTS TO THE SCHEME**

- 17.1. The Transferor Company 1, the Transferor Company 2 and the Transferee Company, with approval of their respective Board (which shall include any committee constituted by the Board of the respective Party) may consent, from time to time, on behalf of all persons concerned, to any modifications / amendments or additions / deletions to the Scheme which may otherwise be considered necessary, desirable or appropriate by the said Board to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect or agree to any terms and / or conditions or limitations that the Tribunal or any other Governmental Authority may deem fit to approve of, to direct and / or impose.

**18. REMOVAL OF DIFFICULTIES**

- 18.1. The Parties may, by mutual consent and acting through their respective authorized representatives, agree to take all such steps as may be necessary, desirable or proper to resolve all doubts, difficulties or questions, that may arise in relation to the meaning or interpretation of the respective sections of this Scheme or implementation thereof or in any manner whatsoever connected therewith, whether by reason of any directive or order of the Tribunal or any other Governmental Authority or otherwise, howsoever arising out of, under or by virtue of this Scheme in relation to the arrangements contemplated in this Scheme and/ or any matters concerned or connected therewith and to do and execute all acts, deeds, matters and things necessary for giving effect to this Scheme.

**19. ENTIRE EFFECT**

- 19.1. Each section of this Scheme is inextricably inter-linked with the other Sections and the Scheme shall be given effect only in its entirety in the sequence set out in Clause 15 of the Scheme.

**20. SAVING OF CONCLUDED TRANSACTIONS**

- 20.1. The transfer of properties and liabilities and the continuance of proceedings by or against any of the Parties as set out in Clause 4 above shall not affect any transaction or proceedings already concluded by any of the Parties on and after the date of filing of the Scheme with the Tribunal till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company 1 and the Transferor Company 2 in respect thereto as done and executed on behalf of the Transferor Company 1 and the Transferor Company 2.

**21. SEVERABILITY**

Each Section of this Scheme shall be given effect to as per the chronology in which it has been provided for in Clause 15 of the Scheme. Each Section shall be severable from each Section.



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and is severable. The Scheme shall be effective upon sanction of the Tribunal. However, failure of any one Part of one Section of one Section for lack of necessary approval from the shareholders / creditors / statutory regulatory authorities or for any other reason that the Board may deem fit, then this shall not result in failing of the whole Scheme. It shall be open to the concerned Board to consent to sever such part(s) of the Scheme and implement the rest of the Scheme with such modification.

## 22. EFFECT OF NON-RECEIPT OF APPROVALS

- 22.1. In the event of any of the said sanctions and approvals referred to in the Clause 21 not being obtained and / or the Scheme not being sanctioned by the Tribunal, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and / or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in Applicable Law. In such case, each Party shall bear and pay its respective costs, charges and expenses for and in connection with the Scheme.

## 23. COSTS, CHARGES & EXPENSES

- 23.1. All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Parties inter-se, as may be decided by the Board.

## 24. REVOCATION AND WITHDRAWAL OF THIS SCHEME

- 24.1. The Board of the Transferor Company 1, the Transferor Company 2 and the Transferee Company shall be entitled to revoke, cancel, withdraw and declare this Scheme to be of no effect at any stage, but before the Effective Date, and where applicable re-file, at any stage, in case,
- this Scheme is not approved by the Tribunal, or if any other consents, approvals, permissions, resolutions, agreements, sanctions and conditions required for giving effect to this Scheme are not received or delayed;
  - any condition or modification imposed by the Tribunal is not applicable;
  - the coming into effect of this Scheme in terms of the provisions hereof or filing of the drawn-up order(s) with any Governmental Authority could have adverse implication on the Transferor Company 1, Transferor Company 2 and / or the Transferee Company; or
  - for any other reason whatsoever, and do all such acts, deeds and things as they may deem necessary and desirable in connection therewith and incidental thereto.

- 24.2. Upon revocation, cancellation or withdrawal, this Scheme shall stand revoked, cancelled or withdrawn and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between the Transferor Company and the Transferee Company or their



respective shareholders or creditors or employees or any other person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the Applicable Law and in such case, each Party shall bear its own costs, unless otherwise mutually agreed.

## 25. RESOLUTIONS

- 25.1. Upon the Scheme coming into effect, the resolutions, if any, of the Transferor Company 1 and the Transferor Company 2, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other Applicable Law, then the said limits shall be added to the limits, if any, like resolutions are passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.
- 25.2. Upon the Scheme coming into effect, the borrowing limits of the Transferee Company in terms of the Act shall be deemed, without any further act or deed, to have been enhanced by the aggregate limits of the Transferor Company 1 and the Transferor Company 2 which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.

## 26. MISCELLANEOUS

- 26.1. If any part of this Scheme hereof is invalid, ruled illegal by any Tribunal of competent jurisdiction or unenforceable under present or future Laws, then it is the intention of the Parties to the Scheme 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 any Party, in which case the Parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for such Parties the benefits and obligations of the Scheme, including but not limited to such part.

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## SCHEDULE A

PERSONS RELATED TO THE PROMOTERS SEEKING RECLASSIFICATION AND  
HOLDING EQUITY SHARES OF THE TRANSFEREE COMPANY

| No. | Name of person      | Relation |
|-----|---------------------|----------|
| 1.  | Paras Shantil Savla | Brother  |
| 2.  | Manoj Shantil Savla | Brother  |

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## SCHEDULE B

SHAREHOLDING OF THE PROMOTERS SEEKING RECLASSIFICATION IN THE  
TRANSFEROR COMPANY 1 AS ON SEPTEMBER 15, 2022

| No. | Name of shareholder       | Category       | No. of shares | Shareholding (%) |
|-----|---------------------------|----------------|---------------|------------------|
| 1.  | Dharen Shantilal Savla    | Promoter Group | 22,68,822     | 7.09             |
| 2.  | Avani Dharen Savla        | Promoter Group | 100           | 0.00             |
| 3.  | Shantilal Murjibhai Savla | Promoter Group | 100           | 0.00             |
| 4.  | Prabhaben Shantilal Savla | Promoter Group | 100           | 0.00             |
| 5.  | Dharen Savla Family Trust | Promoter Group | Nil           | Nil              |
|     |                           | Total          | 22,69,122     | 7.09             |

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SCHEDULE C

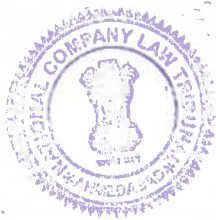
SHAREHOLDING OF THE PROMOTERS SEEKING RECLASSIFICATION IN THE TRANSFEREE COMPANY AS ON THE EFFECTIVE DATE

| No.   | Name of shareholder       | Category | No. of shares | *Shareholding (%) |
|-------|---------------------------|----------|---------------|-------------------|
| 1.    | Dharen Shantilal Savla    | Public   | 1,24,84,132   | 9.12              |
| 2.    | Avani Dharen Savla        | Public   | 4,99,567      | 0.36              |
| 3.    | Shantilal Murjibhai Savla | Public   | 138           | 0                 |
| 4.    | Prabhabea Shantilal Savla | Public   | 138           | 0                 |
| 5.    | Dharen Savla Family Trust | Public   | Nil           | Nil               |
| Total |                           |          | 1,29,83,975   | 9.48              |

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*[Signature]*  
19/09/2024

**By Registrar**  
**NCLT Ahmedabad Bench**  
**Ahmedabad**



Prepared by Rohit  
Signature Rohit  
Date 20/9/24

Certified to be True Copy of the Original  
*[Signature]*  
20/09/24  
Deputy Registrar  
NCLT, Ahmedabad Bench  
Ahmedabad

Date of pronouncement of Order: 29/9/24  
Date on which application for Certified Copy was made: 29/9/24  
Date on which Certified Copy was ready: 20/9/24  
Date on which Certified Copy delivered: 20/9/24