



## NAYARA ENERGY LIMITED

(FORMERLY KNOWN AS ESSAR OIL LIMITED)

**Corporate Identity No. (CIN):** U11100GJ1989PLC032116

**Registered Office:** Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305

**Tel. No.:** +91 2833 661444; **Fax No.:** +91 2833 662929

**Email:** investors@nayaraenergy.com; **Website:** www.nayaraenergy.com

### MEETING OF THE UNSECURED CREDITORS OF NAYARA ENERGY LIMITED CONVENED BY THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD BENCH

#### NOTICE TO UNSECURED CREDITORS

<b>Day</b>	Monday
<b>Date</b>	September 17, 2018
<b>Time</b>	11:30 a.m. (IST)
<b>Venue</b>	Nayara Energy Refinery Complex, Khambhalia Post (39th KM stone on Jamnagar - Okha Highway), District Devbhumi Dwarka, Gujarat 361305

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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
BENCH AT AHMEDABAD  
CA(CAA) No. 75/NCLT/AHM/2018**

In the matter of the Companies Act, 2013;

And

In the matter of Application under Sections 230 - 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;

And

In the matter of Scheme of Amalgamation of Vadinar Power Company Limited ("**Transferor Company 1**") and Nayara Energy Properties Limited (formerly known as Vadinar Properties Limited) ("**Transferor Company 2**") with Nayara Energy Limited (formerly known as Essar Oil Limited) ("**Transferee Company**" or "**Company**" or "**Applicant Transferee Company**").

**Nayara Energy Limited** (formerly known as Essar Oil Limited) [CIN: U11100GJ1989PLC032116], a company incorporated under the Companies Act, 1956 having its registered office at Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305 )

...Applicant Transferee Company

**NOTICE CONVENING MEETING OF THE UNSECURED CREDITORS OF NAYARA ENERGY LIMITED,  
THE APPLICANT TRANSFEREE COMPANY**

To,

**The Unsecured Creditors of Nayara Energy Limited**

**NOTICE** is hereby given that by an order dated July 11, 2018 in the above mentioned Company Scheme Application ("**Order**"), the Hon'ble National Company Law Tribunal, Ahmedabad Bench ("**Hon'ble Tribunal**" or "**NCLT**") has directed that a meeting of the unsecured creditors of the Company be convened and held to consider, and, if thought fit, to approve with or without modification(s), the proposed Scheme of Amalgamation of Vadinar Power Company Limited ("**Transferor Company 1**") and Nayara Energy Properties Limited (formerly known as Vadinar Properties Limited) ("**Transferor Company 2**") with Nayara Energy Limited (formerly known as Essar Oil Limited) ("**Transferee Company**" or "**Company**" or "**Applicant Transferee Company**") ("**Scheme**").

In pursuance of the said Order and as directed therein, further notice is hereby given that a meeting of the unsecured creditors of the Company will be held at Nayara Energy Refinery Complex, Khambhalia Post (39th KM stone on Jamnagar - Okha Highway), District Devbhumi Dwarka, Gujarat 361305 on Monday, September 17, 2018 at 11:30 a.m. (IST) ("Meeting"), at which place, day, date and time the said unsecured creditors are requested to attend.

**TAKE FURTHER NOTICE** that you may attend and vote at the Meeting in person or by proxy, provided that a proxy in the prescribed form, duly signed by you or your authorized representative, is deposited at the registered office of

the Company at Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305, not later than 48 hours before the scheduled time of the Meeting.

**TAKE FURTHER NOTICE** that in compliance with the Order and the provisions of Section 230(4) of the Companies Act, 2013 and the rules made thereunder, the Company has provided the facility of voting by polling/ballot paper at the venue of the Meeting, so as to enable the unsecured creditors to consider and approve the Scheme by way of a special resolution (as mentioned below). It is clarified that votes may be cast personally or by proxy or by authorized representative at the Meeting as provided in this Notice.

**TAKE FURTHER NOTICE** that copy of the Scheme, Explanatory Statement under Section 230(3) and Section 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, Form of Proxy, Attendance Slip and other annexures as stated in the Index are enclosed herewith. Copies of the Scheme and the Explanatory Statement can be obtained free of charge at the registered office and corporate office of the Company. The above documents will also be available at the office of Advocate Mrs. Swati Soparkar, 301, Shivalik-10, Opp. SBI Zonal Office, S. M. Road, Ambavadi, Ahmedabad 380015 between 11:00 a.m. (IST) to 01:00 p.m. (IST) on all working days (except Saturdays, Sundays and public holidays) up to the date of the Meeting.

The Hon'ble Tribunal has appointed Shri Pavan S. Godiawala, an Independent Practicing Advocate, failing him, Dr. Mohan Lal Sharma, Independent Director of the Transferor Company 1, failing him Shri Nikit Shah, an Independent Practising Chartered Accountant, to be the Chairman of the Meeting.

The above Scheme, if approved by the unsecured creditors, will be subject to the subsequent approval of the Hon'ble Tribunal.

To consider and if thought fit to pass, with or without modification(s), and with requisite majority, the following resolution under Sections 230 to 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (including any statutory modification(s) or re-enactment thereof for the time being in force):

**“RESOLVED THAT** pursuant to the provisions of Section 230 to Section 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (including any statutory modification(s) or re-enactment(s) thereof for the time being in force), and other applicable provisions of the Companies Act, 2013 and the provisions of the Memorandum and Articles of Association of the Company and subject to the approval of the Ahmedabad Bench of the National Company Law Tribunal, and subject to such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by the Ahmedabad Bench of the National Company Law Tribunal or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the 'Board', which term shall be deemed to mean and include one or more Committee(s) constituted/to be constituted by the Board or any other person authorised by it to exercise its powers including the powers conferred by this Resolution), the arrangement embodied in the proposed Scheme of Amalgamation of Vadinar Power Company Limited ('Transferor Company 1') and Nayara Energy Properties Limited (formerly known as Vadinar Properties Limited) ('Transferor Company 2') with Nayara Energy Limited (formerly known as Essar Oil Limited) ('Transferee Company' or 'Applicant Transferee Company' or 'Company'), placed before this meeting and initialled by the Chairman of the Meeting for the purpose of identification, be and is hereby approved.

**RESOLVED FURTHER THAT** the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the National Company

Law Tribunal, Ahmedabad Bench while sanctioning the arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as the Board may deem fit and proper.”

Sd/-  
Shri Pavan S. Godiawala  
Independent Practicing Advocate  
Chairman appointed for the Meeting

Dated this 9th day of August, 2018  
Place: Ahmedabad

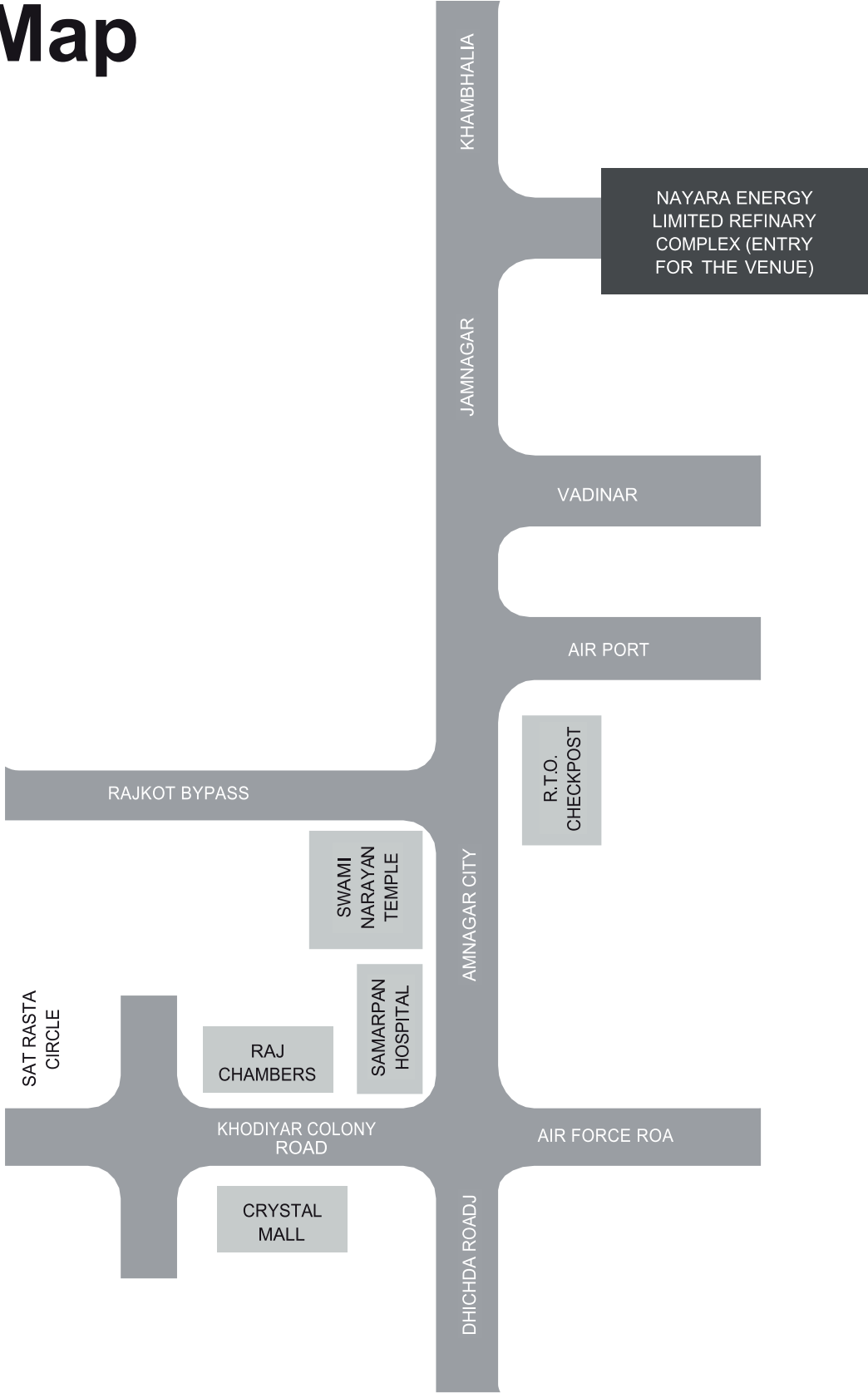
**Registered Office:**  
**Nayara Energy Limited**  
Khambhalia, Post Box No. 24  
District Devbhumi Dwarka  
Gujarat 361305  
**Email:** investors@nayaraenergy.com  
**Website:** www.nayaraenergy.com

**Notes:**

1. All alterations made in the Form of Proxy should be initialled. The form of proxy can be obtained free of charge from the registered office or corporate office of the Company or office of Advocate Mrs. Swati Soparkar.
2. **AN UNSECURED CREDITOR ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF AND SUCH PROXY NEED NOT BE AN UNSECURED CREDITOR OF THE COMPANY. PROXIES IN ORDER TO BE EFFECTIVE MUST BE DEPOSITED AT THE REGISTERED OFFICE OF THE COMPANY NOT LESS THAN 48 (FORTY EIGHT) HOURS BEFORE THE MEETING I.E. BEFORE 11:30 A.M. ON SEPTEMBER 15, 2018.**
3. During the period beginning 24 (twenty four) hours before the time fixed for the commencement of the Meeting and ending with the conclusion of the Meeting, an unsecured creditor would be entitled to inspect the proxies lodged at any time during the business hours of the Company, provided that not less than 3 (three) days of notice in writing is given to the Company.
4. Corporate unsecured creditors intending to send their authorised representative(s) to attend the Meeting are requested to send a duly certified copy of the resolution passed by the Board of Directors or other Governing Body, authorising their representative(s) to attend and vote on their behalf at the Meeting.
5. Unsecured creditor or his / her Proxy are requested to bring the copy of this Notice to the Meeting and produce the attendance slip, duly completed and signed, at the entrance of the venue of the Meeting.
6. In compliance with the Order and the provisions of Section 230(4) of the Companies Act, 2013 and the rules made thereunder, the Company has provided the facility of voting by polling/ballot paper at the venue of the Meeting, so as to enable the unsecured creditors to consider and approve the Scheme by way of special resolution as mentioned above. It is clarified that votes may be cast personally or by proxy or by authorized representative at the Meeting as provided in this Notice.
7. The quorum of the Meeting shall be 15 (fifteen) unsecured creditors present in person or through proxy.
8. The Notice, together with the documents accompanying the same, is being sent to all unsecured creditors by permitted modes, whose names appear in the list of unsecured creditors as on May 31, 2018. However, unsecured creditors as per the books of accounts of the Company as on the close of business on September 14, 2018 will be entitled to attend and exercise their right to vote at the Meeting.

9. The voting rights shall be reckoned on the outstanding value of the unsecured creditors as per the books of accounts of the Company as on the close of business on September 14, 2018. Persons who are not unsecured creditors of the Company as on September 14, 2018 should treat this Notice for information purpose only.
10. In accordance with the provisions of Sections 230 to 232 of the Companies Act, 2013, the Scheme shall be acted upon only if a majority of persons representing three fourths in value of the unsecured creditors of the Company, voting in person or by proxy or by authorised representative, agree to the Scheme.
11. As directed by the Hon'ble Tribunal, Shri Prakash Pandya (Membership No. FCS - 3901, COP No. 2311), failing him, Ms. Reena Rapheal Anthony (Membership No. ACS - 48557, COP No. 20255) of M/s P. K. Pandya & Co. Practicing Company Secretaries, shall act as scrutinizer to scrutinize votes cast by polling/ballot paper at the venue of the Meeting and shall submit a report on votes cast to the Chairman of the Meeting or to the person so authorised by him. The scrutinizer's decision on the validity of the votes shall be final.
12. The result of the voting shall be announced on or before september 19, 2018, upon receipt of scrutinizer's report and same shall be displayed on the website of the Company at [www. nayaraenergy.com](http://www.nayaraenergy.com).
13. An advertisement about convening the Meeting will be published in English Daily "Business Standard" Ahmedabad Edition and Gujarati translation thereof in Gujarati dailies "Gujarat Samachar" and "Divya Bhaskar" Ahmedabad Edition, which are in circulation in Districts Devbhumi Dwarka and Jamnagar.

# Route Map



**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
BENCH AT AHMEDABAD  
CA(CAA) No. 75/NCLT/AHM/2018**

In the matter of the Companies Act, 2013;

And

In the matter of Application under Sections 230 - 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;

And

In the matter of Scheme of Amalgamation of Vadinar Power Company Limited ("**Transferor Company 1**") and Nayara Energy Properties Limited (formerly known as Vadinar Properties Limited) ("**Transferor Company 2**") with Nayara Energy Limited (formerly known as Essar Oil Limited) ("**Transferee Company**" or "**Company**" or "**Applicant Transferee Company**").

**Nayara Energy Limited** (formerly known as Essar Oil Limited) [CIN: U11100GJ1989PLC032116], a company incorporated under the Companies Act, 1956 having its registered office at Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305 )

...Applicant Transferee Company

**EXPLANATORY STATEMENT UNDER SECTION 230(3) AND SECTION 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016, FOR THE MEETING OF THE UNSECURED CREDITORS OF NAYARA ENERGY LIMITED CONVENED AS PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD BENCH**

1. This is a statement accompanying the Notice convening the meeting of the unsecured creditors of the Company ("**Meeting**"), pursuant to the order dated July 11, 2018 ("**Order**") passed by the Hon'ble National Company Law Tribunal, Ahmedabad Bench ("**Hon'ble Tribunal**" or "**NCLT**") in CA(CAA) No. 75/NCLT/AHM/2018, referred to hereinabove, to be held at Nayara Energy Refinery Complex, Khambhalia Post (39th KM stone on Jamnagar - Okha Highway), District Devbhumi Dwarka 361305, Gujarat on Monday, September 17, 2018 at 11:30 a.m. (IST) for the purpose of considering and, if thought fit, approving with or without modification(s), the arrangement embodied in the Scheme of Amalgamation of Vadinar Power Company Limited ("**Transferor Company 1**") and Nayara Energy Properties Limited (formerly known as Vadinar Properties Limited) ("**Transferor Company 2**") with Nayara Energy Limited (formerly known as Essar Oil Limited) ("**Transferee Company**" or "**Company**" or "**Applicant Transferee Company**") ("**Scheme**").
2. A copy of the Scheme is enclosed herewith as **Annexure A**. The proposed Scheme is envisaged to be effective from the Appointed Date (i.e., April 1, 2017) but shall be made operative from the Effective Date (as defined in the Scheme).
3. Unsecured creditors would be entitled to vote in the Meeting either in person or through proxy or by authorized representative. The quorum of the Meeting shall be 15 (fifteen) unsecured creditors present in person or through proxy.



4. The Hon'ble Tribunal has appointed Shri Pavan S. Godiawala, an Independent Practicing Advocate, failing him, Dr. Mohan Lal Sharma, Independent Director of the Transferor Company 1, failing him Shri Nikit Shah, an Independent Practising Chartered Accountant, to be the Chairman of the Meeting.
5. This statement is being furnished as required under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
6. In accordance with the provisions of Sections 230 to 232 of the Companies Act, 2013, the Scheme shall be acted upon only if a majority of persons representing three fourths in value of the unsecured creditors of the Company, voting in person or by proxy or by authorised representative, agree to the Scheme.
7. The Hon'ble Tribunal, by its Order, has held that if the entries in the records of the Company in relation to the value of debt are disputed, the Chairman of the Meeting shall determine value for the purposes of the Meeting.
8. The said Order will be available for inspection at the registered as well as corporate office of the Company from 11:00 a.m. (IST) to 01:00 p.m. (IST), on all working days (except Saturdays, Sundays and public holidays) upto the date of the Meeting.

## 9. Background of Companies

- 9.1. The Company was incorporated on 12th September, 1989 under the provisions of the Companies Act, 1956 under the name and style of 'Essar Oil Limited' by the Registrar of Companies, Maharashtra. The registered office of the Company was shifted to Tamil Nadu vide Registration of the Order of the Company Law Board dated 29th April, 1993 confirming the same. It was further shifted to the State of Gujarat vide certificate dated 15th April, 1997. The name of the Company was changed to 'Nayara Energy Limited' vide Certificate dated 25th May, 2018. The PAN and CIN of the Company are AAACE0890P and U11100GJ1989PLC032116 respectively. The email address of the Company is investors@nayaraenergy.com. During the last five years there has been no change in the registered office and in the object clause of the Company.
- 9.2. The authorised, issued, subscribed and paid-up share capital of the Company as on 31st March, 2018 is as under:

Particulars	Amount (in ₹)
<b>Authorized Capital</b>	
500,00,00,000 Equity Shares of ₹ 10/- each	50,000,000,000
<b>Total</b>	50,000,000,000
<b>Issued and Subscribed Capital</b>	
155,24,87,155 Equity Shares of ₹ 10/- each	15,524,871,550
<b>Paid-up Capital</b>	
1,490,561,155 Equity Shares of ₹ 10/- each fully paid-up	14,905,611,550
<b>Total</b>	14,905,611,550

- 9.3. As on date, there has been no material change in the above mentioned capital structure of the Company. The equity shares of the Company are not listed on any stock exchange.
- 9.4. The Company is a public limited company and is inter alia engaged in the refining of crude oil, and marketing of petroleum products.

9.5. The details of Directors of the Company as on the date of this Notice, along with their addresses are mentioned herein below:

<b>Name of Directors</b>	<b>Designation</b>	<b>Address</b>
Charles Anthony Fountain	Executive Chairman <sup>1</sup>	Little Pell Farm, Blacksmiths Lane, Wadhurst, East Sussex, TN 56DN, Great Britain
Jonathan Kollek	Director <sup>1</sup>	67-3-2, Usacheva Street, Moscow 119048, Russian Federation
Elena Sapozhnikova	Director <sup>1</sup>	Tvardovskogo Street, House 31, Bld. 2, Apt. 362 Moscow, Russian Federation
Chin Hwee Tan	Director <sup>1</sup>	28, Grove Crescent, Singapore 279161
Chakrapany Manoharan	Director & Head of Refinery	G-15, Nayara Nandniketan Township, Opp Baid Village Jamnagar Khambhalia Highway, SH 25 Jamnagar 361006, Gujarat
Didier Casimiro	Additional Director <sup>2</sup>	26/1, Sofyiskaya Embankment Bld. 1 Moscow 117997, Russian Federation
Alexander Romanov	Director <sup>2</sup>	8, Istrinskaya Street, Building 3, Apartment 154, Moscow 121467, Russian Federation
Andrew James Balgarnie	Director <sup>2</sup>	36, Connaught Square, London W22HL, Great Britain
Krzysztof Zielicki Antoni	Director <sup>2</sup>	25, Creffield Road, London W53RR, Great Britain
Naina Lal Kidwai	Independent Director	Mustail-29, Killa No 13, Opp Dig Farm Village Jaunapur, Mehrauli, New Delhi 110047
Deepak Kapoor	Independent Director	H NO - K - 42, NDSE Part-II, New Delhi 110049
Sudarsan Raghuraman	Nominee Director of LIC of India	12, Jeevan Anand, Rajabali Patel Lane Opp. Breach Candy Hospital Mumbai 400025

1. Appointed as Nominee Directors of Kesani Enterprises Company Limited.
2. Appointed as Nominee Directors of Rosneft Singapore Pte. Ltd. (formerly Petrol Complex Pte. Ltd.)

9.6. The Company does not have any holding company. It also does not have any Promoter as defined under section 2(69) of the Companies Act, 2013.

9.7. As on May 31, 2018, the amount due to the secured creditors of the Company is ₹ 19,212.16 crores and the amount due to the unsecured creditors of the Company is ₹ 19,996.89 crores.

9.8. The main objects of the Company as set out in its Memorandum of Association are as follows:

- “(1) To engage in exploration of oil and gas onshore and offshore, in India and elsewhere and to tap oil and gas reserves and processing and marketing of oil, gas in India or else wherever found.
- (2) To search for, get, win, work, raise, make merchantable, buy, sell or otherwise deal in minerals, oils, gases and fuels found in off shore or onshore drilling in natural state or obtained by processing and to carry on business relating to the winning production, working or manufacture of any business including but not limited to contracts for the execution of offshore or on shore drilling, undertaken by the Company and either for only such purposes or as an independent business.”

- 9.9. The Transferor Company 1 was incorporated on 3rd October, 1997 under the provisions of the Companies Act, 1956 with the Registrar of Companies, Gujarat, Dadra & Nagar Haveli. Consequent to conversion, the name of the Transferor Company 1 was changed to 'Vadinar Power Company Private Limited' vide Fresh Certificate of Incorporation dated June 7, 1999. Consequent to further conversion, the name of the Transferor Company 1 was again changed to 'Vadinar Power Company Limited' vide endorsement made by the Registrar of Companies on June 20, 2000 to the existing Certificate of Incorporation with effect from March 15, 2000. The PAN and CIN of the Transferor Company 1 are AAACV5226C and U40100GJ1997PLC033108 respectively. The email address of the Transferor Company 1 is VPCLCosec@nayaraenergy.com. During the last five years there has been no change in the name, registered office and in the object clause of the Transferor Company 1.
- 9.10. The authorised, issued, subscribed and paid-up share capital of the Transferor Company 1 as on March 31, 2018 is as under:

Particulars	Amount in ₹
<b>Authorized Capital</b>	
3,000,000,000 equity shares of ₹ 10 each	30,000,000,000
1,000,000,000 preference shares of ₹ 10 each	10,000,000,000
<b>Total</b>	40,000,000,000
<b>Issued, Subscribed and Paid-Up Capital</b>	
396,000,000 equity shares of ₹ 10 each	3,960,000,000
391,998,000 cumulative convertible participating preference shares	3,919,980,000
<b>Total</b>	7,879,980,000

As on date, there has been no change in the authorized, issued, subscribed and paid up share capital of the Transferor Company 1. The equity shares of the Transferor Company 1 are not listed on any stock exchange. The entire issued, subscribed and paid-up share capital of the Transferor Company 1 is presently held by the Company and its nominees and hence the Transferor Company 1 is a wholly owned subsidiary of the Company.

- 9.11. The Transferor Company 1 is a public limited company and is currently engaged inter alia in the business of generation and supply of electricity. The Transferor Company 1 is engaged in providing power and steam for captive use by the refinery of the Company.
- 9.12. The details of Directors of the Transferor Company 1 as on the date of this Notice, along with their addresses are mentioned herein below:

Name of Directors	Designation	Address
Chakrapany Manoharan	Director <sup>1</sup>	G-15, Nayara Nandniketan Township, Opp. Baid Village, Jamnagar Khambhalia Highway, SH 25, Jamnagar 361006, Gujarat
Anup Vikal	Additional Director <sup>1</sup>	101, Building No.4, Vipul Belmonte, Golf Course Road Gurgaon 122002
Kishor Makadia	Whole time Director	Flat No-E/15, Nayara Nandniketan Township, Baid Village, Jamnagar 361008
Jaskinder Shingwekar	Director <sup>1</sup>	1101, Akruti Erica, Shradhhanand Road, Vile Parle (East), Mumbai 400057

Name of Directors	Designation	Address
Mohanlal Ramgopal Sharma	Independent Director	1693, Partap Street, Chuna Mandi, Paha Ganj, New Delhi 110055
Sujay Sheth	Independent Director	C-42, Darshan Apartments, Mount Pleasant Road, Mumbai - 400006

Note: 1. Appointed on the request received from Nayara Energy Limited.

- 9.13. The details of Promoters (including Promoter group) of the Transferor Company 1 along with their address are mentioned herein below:

Name of Promoter	Category	Address
Nayara Energy Limited (formerly Essar Oil Limited)	Promoter	Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305

- 9.14. As on May 31, 2018, the amount due to the secured creditor of the Transferor Company 1 is ₹ 1,457.34 crores and the amount due to the unsecured creditors of the Transferor Company 1 is ₹ 607.78 crores.
- 9.15. The main objects of the Transferor Company 1 as set out in its Memorandum of Association are as follows:

- “(1) To carry on in the electricity supply market, all or any of the businesses of procurers, generators, suppliers, distributors, transformers, convertors, transmitters, producers, manufacturers, processors, developers, stores, carriers, importers & exporters of and dealers in electricity, and any products or by-products derived from or connected with any products derived from, or connected with any such business (including without limitation steam) and any products derived from, or connected with any other form of energy, including without limitation heat, solar, wind, hydro, wave, tidal, geothermal and biological.
- (2) To plan, locate, design, establish, build, construct, equip, operate, make, use, administer, manage and maintain, service, improve, inspect enlarge, alter, protect, develop, extend, repair, replace, refurbish, pull down and remove, and carry outworks in respect of the whole or any part or parts of any electricity generating station (including without limitation to the generality of the foregoing combined heat and power stations or stations powered by renewable sources of energy), all assets employed on any electricity generation or transmission system and on any distribution or supply system, generating sets, sub-station, transformer station, pumping station, fuel processing facility, building, plant, equipment, electric mainworks and any facilities ancillary to the operation or use of the aforesaid or any of them including production, treatment, processing, conversion, loading and storage facilities (including enrichment facilities and waste-storage facilities and underground and offshore storage facilities), factories, refineries, buildings (including those which are part of combined heat and power schemes, structures, showrooms, offices, works, warehouses, plants, platforms, derricks, transmission towers or pylons, rigs, wind structures, dams and associated structures, testing sites, offshore wave structures, installations (including without limitations solar power and geothermal installations), depots, distribution stations, laboratories, research stations, terminals, reservoirs, water courses, tunnels, airports and facilities and structure of all kinds, whether for the purpose of the Company or for sale, letting or hire to, or in return for any consideration from any company, firm or person and to procure the clearance of sites for the same, and to contribute or assist in or carry out any part of any such operation, and to purchase or otherwise acquire, lease, charter, and take or let on hire any of the same and to contribute to or assist in, or carry out any part of, any operation in respect of the same and to acquire, operate and maintain the licenses, consents, authorisations, easements and other rights capable or possible capable of facilitating the aforesaid.”

- 9.16. The Transferor Company 2 was originally incorporated on 21st March, 2006 under the provisions of the Companies Act, 1956 under the name and style of 'Vadinar Properties Limited' by the Registrar of Companies, Maharashtra, Mumbai. The registered office of the Transferor Company 2 was shifted to the state of Gujarat vide Order dated July 28, 2017 of the Regional Director confirming the same. The name of the Transferor Company 2 was changed to 'Nayara Energy Properties Limited' vide Certificate of Incorporation pursuant to name change dated February 9, 2018. The PAN and CIN of the Transferor Company 2 are AACCV2528B and U70100GJ2006PLC098471 respectively. The email address of the Transferor Company 2 is Propertiescosec@nayaraenergy.com. During the last five years there has been no change in the object clause of the Transferor Company 2.
- 9.17. The authorised, issued, subscribed and paid-up share capital of the Transferor Company 2 as on March 31, 2018 is as under:

Particulars	Amount in ₹
<b>Authorized Capital</b>	
680,000 Equity Shares of ₹ 10/- each	6,800,000
<b>Total</b>	6,800,000
<b>Issued, Subscribed and Paid-Up Capital</b>	
676,850 Equity Shares of ₹ 10/- each	6,768,500
<b>Total</b>	6,768,500

As on date, there has been no change in the authorized, issued, subscribed and paid up share capital of the Transferor Company 2. The entire issued, subscribed and paid-up share capital of the Transferor Company 2 is presently held by the Company and its nominees and hence the Transferor Company 2 is a wholly owned subsidiary of the Company. The equity shares of the Transferor Company 2 are not listed on any stock exchange. The Transferor Company 2 has issued on March 31, 2012, 46,10,981 - series II, zero interest unsecured fully convertible debentures of face value ₹ 100/- each with the date of conversion being at the option of the holder of debentures on or before 31st March, 2019.

- 9.18. The Transferor Company 2 is a public limited company and is currently engaged inter alia in the business of development and leasing/ renting of immovable properties. It owns and gives on lease and develops residential units for use of employees of the other group companies.
- 9.19. The details of Directors of the Transferor Company 2 along with their addresses are mentioned herein below:

Name of Directors	Designation	Address
Chakrapany Manoharan	Director <sup>1</sup>	G-15, Nayara Nandniketan Township, Opp Baid Village, Jamnagar Khambhalia Highway, SH 25, Jamnagar 361006, Gujarat
Yogesh Kumar Sharma	Director <sup>1</sup>	Flat no H-26, Nayara Nand Niketan Township, Village Baid, Jamnagar Okha Highway, Jamnagar 361006
Mohanlal Ramgopal Sharma	Independent Director	1693, Partap Street, Chuna Mandi, Pahar Ganj, New Delhi 110055
Godfrey William Pimenta	Independent Director	98 G, Church Road, Marol, Andheri (East), Mumbai 400059

Note: 1. Acting as nominees of Nayara Energy Limited.

9.20. The details of Promoters (including Promoter group) of the Transferor Company 2 along with their address are mentioned herein below:

Name of Promoter	Category	Address
Nayara Energy Limited (formerly Essar Oil Limited)	Promoter	Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305

9.21. As on May 31, 2018, the amount due to the unsecured creditors of the Transferor Company 2 is ₹ 183.46 crores.

9.22. The main objects of the Transferor Company 2 as set out in its Memorandum of Association are as follows:

“(1) To carry on the business of development of properties of lands flats, maisonettes, dwelling houses, shops, offices, Industrial Estates, lessees of lands, flats and other immovable properties and for these purposes to purchase, take on lease, or otherwise acquire and hold any lands or buildings of any tenure or description wherever situate, or rights or interest therein or connected therewith, to repair building sites and to construct, reconstruct, pulldown, alter, improve, decorate and furnish and maintain flats, maisonettes, dwelling houses, shops, office buildings, industrial estates, works and conveniences of all kinds, to let on hire properties owned by the Company or otherwise, to operate business centres, to lay out roads and pleasure gardens and recreation grounds, to plant drain or otherwise improve the land or any period, whether belonging to the Company or not and at such rent and on such conditions as they shall think fit, to collect rents and income thereof and to act as estate agents and contractors.”

## 10. Background and Rationale of the Scheme

10.1. The Transferor Company 1 and the Transferor Company 2 (hereafter collectively referred to as “Transferor Companies”) are wholly owned subsidiaries of the Company. The activities of the Transferor Companies are inextricably linked to, and form an inherent part of the larger business of the Company, with facilities of the Transferor Companies being located at the same place as the refinery of the Company. With the intent of integrating the activities undertaken by the Transferor Companies and the Company under one legal entity, the said companies now propose, by way of the Scheme to amalgamate the Transferor Companies into and with the Company in accordance with the terms of the Scheme. A consolidation of the Transferor Companies and the Company by way of amalgamation will bring business and operational synergies in terms of complete integration of facilities which would result in optimum utilization of capital and resources and reduction in overall maintenance cost.

10.2. Consolidation of the Transferor Companies into the Company pursuant to the Scheme will enable a reduction in the number of corporate entities that require monitoring and corporate compliances and other administration work, thereby realising operational synergies, increasing operational efficiency and integrating business functions. There will be rationalization of administrative and operational work which will foster organizational efficiencies, reduction in overheads and other expenses. It will result into reduction in overall legal, regulatory and accounting compliances and the resultant operations would be substantially cost-efficient. The proposed amalgamation will offer a strong financial structure to all creditors including the creditors of the Transferor Companies, and facilitate lowering the cost of funds through better resource mobilization and achieve better cash flows.

10.3. As the Transferor Companies are wholly owned subsidiaries of the Company, no consideration shall be payable pursuant to the amalgamation of the Transferor Companies into the Company under the Scheme. Further, the combination of all the businesses and the consolidation of operations would lead to the integration of expertise, which will inter alia result in reduction of administrative expenses and increase the assets base of the Company, leading to better financial visibility and thereby improving shareholder value and increasing long term value for all stakeholders.

10.4. The management proposes to achieve the above pursuant to this Scheme under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 (to the extent notified) or any corresponding provisions of the Companies Act, 1956, in the manner set out herein.

10.5. The Scheme is in the interest and benefit of shareholders, creditors and there is no likelihood that any shareholder or creditor of the Company would be prejudiced as a result of this Scheme.

## 11. Salient Features of the Scheme

The material provisions of the proposed Scheme are detailed hereunder:

- (a) Appointed Date is April 1, 2017.
- (b) Upon coming into effect of the Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme, the Undertakings of the Transferor Companies shall, pursuant to the sanction of the Scheme by this Hon'ble Tribunal and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 be and stand transferred to and vested in and/ or deemed to have been transferred to and vested in the Company, as a going concern, without any further act, deed, instrument, matter so as to become, as and from the Appointed Date, the undertakings of the Company by virtue of and in the manner provided in this Scheme. Provided that the Scheme shall not operate to enlarge the security for any loan, deposit or facility availed of by the Transferor Companies or the Company, if applicable and the secured creditors of the Company and/or other holders of security over the properties of the Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Transferor Companies and therefore, such assets which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Company.
- (c) As the Transferor Companies are wholly-owned subsidiaries of the Transferee Company, no consideration shall be payable pursuant to the amalgamation of Transferor Company 1 into the Transferee Company or the amalgamation of Transferor Company 2 into the Transferee Company. Upon the Scheme becoming effective, the equity shares and preference shares (including cumulative convertible participating preference shares) held by the Company together with its nominees in Transferor Company 1, and the equity shares and the compulsory convertible debentures held by the Company together with its nominees in Transferor Company 2, shall be and shall be deemed to have been cancelled without any further act, application or deed.
- (d) The Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income-tax Act, 1961 (hereinafter referred to as "IT Act"). If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the IT Act, including as a result of an amendment of Law or the enactment of a new legislation or for any other reason whatsoever, the provisions of Section 2(1B) of the IT Act, or a corresponding provision of any amended or newly enacted Law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act. Such modification(s) will, however, not affect the other parts of the Scheme. Such modification(s), if necessary, shall be made in accordance with Clause 29 of the Scheme.
- (e) For avoidance of doubt and without prejudice to the generality of Clause 4 and 15 of the Scheme, it is clarified that upon the coming into effect of this Scheme and with effect from the Appointed Date and without any further act of the parties, all memoranda of understanding, contracts, approvals, no objection certificates, rights, consents, permissions, quotas, deeds, bonds, agreements, arrangements, mortgages, indemnity, incentives, engagements, registrations, schemes, assurances, licenses, insurance policies and claims, guarantees, powers of attorney, authorities given by, issued to or executed in favour of the Transferor Companies, quality certifications and approvals, trademarks, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other intellectual property and other interests relating to the Undertaking 1 and other instruments (including all tenancies, leases (other than leases entered into between the Transferor Company 1 / Transferor Company 2 and the Company),

and other assurances in favour of the Transferor Companies or powers or authorities granted by or to it) of whatsoever nature to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be transferred to and vested in the Company as if the same were originally given by, issued to or executed in favour of the Company, and the rights and benefits under the same shall be available to the Company and, shall continue in full force and effect against or in favour of the Company as the case may be, under the same terms and conditions, and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Company had been a party or beneficiary or obligee or obligor thereto.

- (f) If any suits, actions and proceedings of whatsoever nature (hereinafter referred to as the "Proceedings") by or against the Transferor Companies are pending on the Effective Date, the same shall not abate / be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Companies with the Company or anything contained in the Scheme, but on and from the Effective Date, the Proceedings may be continued and enforced by or against the Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Companies, in the absence of the Scheme.
- (g) The transfer of the assets and liabilities of the Transferor Companies under Clause 4 and 15 of the Scheme, the continuance of the Proceedings under Clause 6 and 17 of the Scheme and the effectiveness of contracts, deeds, bonds, approvals and other instruments under Clause 7 and 18 of the Scheme, shall not affect any transaction or the Proceedings already concluded by the Transferor Companies on or before the Effective Date, to the end and intent that the Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto, as if done and executed on its behalf.
- (h) Upon the coming into effect of the Scheme, all the employees of Transferor Companies, if any, who are in service on the date immediately preceding the date on which the Scheme finally takes effect, (i.e. the Effective Date) on and from the Effective Date, shall become the employees of the Company without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions than those on which they are engaged by the Transferor Companies immediately preceding the Effective Date.
- (i) With effect from the Appointed Date and up to and including the Effective Date, the Transferor Companies shall be deemed to have been carrying on and shall carry on its businesses and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all of the assets of the Transferor Companies for and on account of, and in trust for, the Company. The Transferor Companies hereby undertake to hold the said assets with utmost prudence until the Effective Date.
- (j) It is clarified that upon the Scheme coming into effect and with effect from the Appointed Date, all lease agreements and sub-lease agreements entered into between the Transferor Company 1 and the Company shall be cancelled (hereinafter referred to as the "Lease") and shall be deemed to be cancelled without any further application, act or deed, and the land which is the subject matter of the Lease together with all the buildings and structures constructed and/or be constructed thereon, shall become freehold land of the Company; provided that if the cancellation of the Lease leads to the extinguishment or termination of any security created in favour of any creditor of the Transferor Company 1 over the leasehold rights of the Transferor Company 1 over the Transferor Company 1 Mortgaged Land (as defined in Clause 1.1.24 of the Scheme), then the concerned creditor(s) of the Transferor Company 1 shall acquire security over the same parcels of freehold land of the Company comprising the Transferor Company 1 Mortgaged Land, together with all the buildings and structures constructed and/or be constructed thereon, and the concerned creditor(s) of the Transferor Company 1 and the Company shall enter into an agreement recording the creation of such security.
- (k) It is clarified that upon the Scheme coming into effect, the Residential Township Agreement (as defined in Clause 1.1.11 of the Scheme) shall be cancelled and cease to operate, and the subject matter of the



contract (including the land, buildings and any work-in-progress) be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Company, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Company.

- (l) The amalgamation of the Transferor Companies with the Company shall be accounted for in the books of account of the Company according to the applicable accounting standards i.e. Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013 read with relevant rules issued thereunder and in according with prevailing guidelines.
- (m) As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorized share capital of the Transferor Companies shall be deemed to be combined with the authorized share capital of the Company, without any further act, instrument or deed on the part of the Company including payment of stamp duty and fees payable to the Registrar of Companies and the stamp duty and fees paid by the Transferor Companies on their authorized share capital shall be set-off against any stamp duty and fees payable by the Company on any increase in the authorized share capital of the Company pursuant to the Scheme. It is clarified that the approval of the Scheme by the members of the Company shall be deemed approval of the alteration of the memorandum and articles of association of the Transferee Company as required under Sections 13, 14, 61, 64 and other applicable provisions of the Companies Act, 2013 and Clauses IV and V of the memorandum of association of the Company and Article 3 of the articles of association of the Company shall respectively stand substituted in accordance with Clause 26 of the Scheme.
- (n) In order to carry on the activities currently being carried on by the Transferor Company 1 and Transferor Company 2 respectively, upon coming into effect of the Scheme, the main objects in the memorandum of association of the Transferor Company 1 and Transferor Company 2 shall be added to the matters which are necessary for furtherance of the objects of the memorandum of association of the Company, to the extent such objects are not already covered by those of the Company. The objects clause as set out in Schedule I of the Scheme shall be added to the memorandum of association of the Company and the memorandum of association of the Company shall be further reformatted as per the applicable provisions of the Companies Act, 2013.
- (o) Upon the coming into effect of the Scheme and with effect from the Appointed Date, the resolutions of the Board of Directors of Transferor Companies, including resolutions of any committees authorized by and comprising inter alia of members of the Board of Directors of Transferor Companies, as are considered necessary by the Board of Directors of Company and which are validly subsisting, shall be considered as resolutions of Company.
- (p) With effect from the Effective Date, the security creation, borrowing and investment limits of the Company under the Act shall be deemed without any further act or deed to have been enhanced by the security creation, borrowing and investment limits of the Transferor Companies, such limits being incremental to the existing limits of the Company.
- (q) On the Scheme becoming effective, the Transferor Companies shall be dissolved without being wound up without any further act by the parties.
- (r) The Transferor Companies and the Company shall, with all reasonable dispatch, make applications (as may be applicable) to the National Company Law Tribunal, Ahmedabad Bench for sanctioning the Scheme under Sections 230 to 232 of the Companies Act, 2013 for an order or orders thereof for carrying this Scheme into effect and for dissolution of the Transferor Companies without winding up.
- (s) Subject to the approval of the Tribunals, the Transferor Companies and the Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee of the Board or persons, may consent, to any modifications or amendments of the Scheme or to any conditions or limitations that the Tribunals or any other Governmental Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the Tribunals or such other Governmental Authority for settling any question or doubt

or difficulty that may arise for implementing and/or carrying out the Scheme, whether in pursuance of a change in Law or otherwise. The Transferor Companies and the Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, shall be authorized to take all such steps as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

- (t) The Scheme is conditional upon and subject to the approvals and/or sanctions laid down in Clause 30 of the Scheme.

**Note: The features set out above being only the extract of the Scheme, the unsecured creditors are requested to read the entire text of the Scheme annexed hereto to get fully acquainted with the provisions thereof.**

## 12. Effect of the Scheme on various parties

- 12.1. Under the Scheme, an arrangement is sought to be entered into between the Company, the Transferor Company 1 and the Transferor Company 2. Upon the Scheme coming into effect and as enumerated in Clauses 12 and 23 of the Scheme, as the Transferor Companies are wholly owned subsidiaries of the Company, no consideration shall be payable pursuant to the amalgamation of Transferor Company 1 and the Transferor Company 2 into the Company, and the equity / preference shares and the convertible debentures (as applicable) held by the Company on its own and by the Company together with its nominees in the Transferor Company 1 / Transferor Company 2 (as applicable) shall stand cancelled without any further act, application or deed.
- 12.2. Under the Scheme, there is no arrangement with the creditors, either secured or unsecured of the Company and either of the Transferor Companies (as applicable). No compromise is offered under the Scheme to any of the creditors of the Company and either of the Transferor Companies. The liability of the creditors of Company and either of the Transferor Companies, under the Scheme, is neither being reduced nor being extinguished.
- 12.3. As on date, the Company has outstanding 2400 Non-Convertible Debentures of ₹ 1,00,00,000 aggregating to ₹ 2400 crore which were issued on August 2, 2018 and the terms of the issue provided for merger of Transferor Companies with the Company. Further as on date, the Transferor Company 1 has no debenture holders and therefore, the effect of the Scheme on any such debenture holders or debenture trustees does not arise. The Transferor Company 2 has issued compulsorily convertible debentures all of which are held by the Company.
- 12.4. As on date, the Company, the Transferor Company 1 and the Transferor Company 2 have no outstanding public deposits and therefore, the effect of the Scheme on any such public deposit holders or deposit trustees does not arise.
- 12.5. Under Clauses 9.1 and 20.1 of the Scheme, the Company undertakes that all the employees of the Transferor Company 1 and of the Transferor Company 2, if any, respectively, engaged in or in relation to the Undertaking 1 / Undertaking 2 (as defined under the Scheme) (as applicable) shall become the employees of the Company, without any break or interruption in their services, on same (but in any case no less favourable) terms and conditions on which they are engaged as on the Effective Date (as defined under the Scheme).
- 12.6. There is no effect of the Scheme on the director and the key managerial personnel of the Company, the Transferor Company 1 and the Transferor Company 2. The Directors and Key managerial personnel of the Transferor Company 1 and the Transferor Company 2 will cease to hold their respective offices with effect from the effective dates.

- 12.7. The directors of the Company and the Transferor Companies, holding shares in the Company and the Transferor Companies, do not have any other interest in the Scheme otherwise than that as shareholders in general. Further, none of the key managerial personnel, debenture trustee and relatives of the directors of the Company and the Transferor Companies are concerned or interested, financial or otherwise in the Scheme. Save as aforesaid, none of the directors, key managerial personnel and debenture trustee of the Company and the Transferor Companies have any material interest in the Scheme.
- 12.8. The directors of the Company, the Transferor Company 1 and the Transferor Company 2 do not hold any shares in either of the Company, the Transferor Company 1 and the Transferor Company 2, except Mr. Yogesh Kumar Sharma, Director of the Transferor Company 2, who holds 10 equity shares jointly with the Company as its nominee in the Transferor Company 2.

### 13. Valuation Report and Approvals:

- 13.1. A certificate dated June 6, 2018 has been issued by N K R & Co., Independent Chartered Accountants, to the Company, the Transferor Company 1 and the Transferor Company 2 stating that inter alia no shares are required to be issued by the Company to the respective shareholders of the Transferor Companies. Copies of the said certificates are enclosed herewith as **Annexures B, C and D** and are also available for inspection at the registered office of the Company.
- 13.2. A certificate has been issued by the statutory auditors of the Company stating that the accounting treatment proposed in the Scheme is in conformity with the accounting standards prescribed under section 133 of the Companies Act, 2013.
- 13.3. The Board of Directors of the Company at its board meeting held on December 20, 2017, have by resolution approved the Scheme. Mr. C. Manoharan, Mr. Andrew Balgarnie, Mr. Chin Hwee Tan, Mr. Deepak Kapoor, Ms. Elena Sapozhnikova, Mr. Krzysztof Zielicki, Mr. Marcus Cooper, Ms. Naina Lal Kidwai and Mr. R. Sudarshan voted in favour of the resolution. Mr. Charles Fountain, Mr. Jonathan Kollek and Mr. Alexander Romanov did not cast their votes as they were present in the meeting through video conferencing.
- 13.4. By the resolution passed in the meeting of the Board of Directors of the Company held on December 20, 2017, the Board of Directors of the Company has approved the constitution of a Scheme Implementation Committee and authorised such Scheme Implementation Committee of the Company to make and agree to such modifications or alterations or amendments to the draft Scheme which do not amount to a material change to the substance of the Scheme. The Scheme Implementation Committee of the Company at its meeting held on June 1, 2018 reviewed and approved such modifications to the Scheme which do not amount to a material change to the substance of the Scheme and further resolved that the proposed Scheme of Amalgamation placed before the Board and the Committee be submitted to National Company Law Tribunal. All the members of the Scheme Implementation Committee, viz. Mr. B. Anand, Mr. Anup Vikal, Mr. Evgeny Storozhuk and Mr. Mayank Bhargava, voted in favour of the resolution.
- 13.5. The Board of Directors of the Transferor Company 1 at its board meeting held on December 15, 2017, have by resolution approved the Scheme. All the Directors present at the Meeting, viz. Mr. B. Anand, Mr. C. Manoharan, Mr. K. B. Makadia, Dr. M. L. Sharma, Mr. Sujay Sheth and Ms. Jaskinder Shingwekar, have voted in favour of the resolution.
- 13.6. By the resolution passed in the meeting of the Board of Directors of the Transferor Company 1 held on December 15, 2017, the Board of Directors of the Transferor Company 1 has approved the constitution of a Scheme Implementation Committee and authorised such Scheme Implementation Committee of the Transferor Company 1 to make and agree to such modifications or alterations or amendments to the draft Scheme which do not amount to a material change to the substance of the Scheme. The Scheme Implementation Committee of the Transferor Company 1 at its meeting held on June 1, 2018

reviewed and approved such modifications to the Scheme which do not amount to a material change to the substance of the Scheme and further resolved that the proposed Scheme of Amalgamation placed before the Board and the Committee be submitted to National Company Law Tribunal. All the members of the Scheme Implementation Committee, viz. Mr. Anup Vikal, Mr. Mayank Bhargava and Mr. Pramod Bhandari, voted in favour of the resolution.

- 13.7. The Board of Directors of the Transferor Company 2 at its board meeting held on December 15, 2017, have by resolution approved the Scheme. All the directors present at the Meeting, viz. Dr. M. L. Sharma, Mr. C. Manoharan, Mr. Yogesh Kumar Sharma and Mr. Godfrey Pimenta, have voted in favour of the resolution.
  - 13.8. By the resolution passed in the meeting of the Board of Directors of the Transferor Company 2 held on December 15, 2017, the Board of Directors of the Transferor Company 2 has approved the constitution of a Scheme Implementation Committee and authorised such Scheme Implementation Committee of the Transferor Company 2 to make and agree to such modifications or alterations or amendments to the draft Scheme which do not amount to a material change to the substance of the Scheme. The Scheme Implementation Committee of the Transferor Company 2 on June 1, 2018 reviewed and approved such modifications to the Scheme which do not amount to a material change to the substance of the Scheme and further resolved that the proposed Scheme of Amalgamation placed before the Board and the Committee be submitted to National Company Law Tribunal. The said resolution was approved by both the members of the Committee viz. Mr. C. Manoharan and Mr. Yogesh Kumar Sharma.
  - 13.9. The Scheme is conditional and subject to necessary sanctions and approvals as set out in the Scheme.
  - 13.10. Copy of the accounting statements of the Company, Transferor Company 1 and the Transferor Company 2 as on March 31, 2018 is enclosed herewith as **Annexures E, F and G**.
  - 13.11. In compliance with the provisions of Section 232(2)(c) of the Companies Act, 2013, the Board of Directors of the Company in its meeting held on December 20, 2017, the Board of Directors of the Transferor Company 1 in its meeting held on December 15, 2017 and the Board of Directors of the Transferor Company 2 in its meeting held on December 15, 2017, have adopted a report explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoter and non-promoter shareholders. Copy of the report adopted by the Board of Directors of the Company, the Transferor Company 1 and the Transferor Company 2 is enclosed herewith as **Annexures H, I and J** respectively.
  - 13.12. The Company and the Transferor Companies will make a Petition under Sections 230 - 232 and other applicable provisions of the Companies Act, 2013 to the Hon'ble Tribunal for sanctioning of the Scheme.
  - 13.13. There are no proceedings / investigation pending against the Company, the Transferor Company 1 and the Transferor Company 2 under Sections 210 - 217, 219, 220, 223, 224, 225, 226 & 227 of the Companies Act, 2013 and/or Sections 235 to 251 of the Companies Act, 1956 and the like. However, there is an application filed against the Company before the Ahmedabad Bench of the NCLT under the provisions of the Insolvency and Bankruptcy Code, 2016, as well as some demands raised by some vendors. Further, an order has been passed by Deputy Director, Commercial Intelligence Cell, DRI, Mumbai Zonal Unit involving the Transferor Company 1.
  - 13.14. A copy of the Scheme has been filed by the Company with the Registrar of Companies, Gujarat on August 7, 2018.
  - 13.15. The Scheme does not involve any capital or debt restructuring and therefore the requirement to disclose details of capital or debt restructuring is not applicable.
14. The following documents shall be available for obtaining extract from or for making or obtaining copies of or for inspection by the unsecured creditors of the Company at the corporate office of the Company at Equinox Business Park, Tower II, 5th Floor, LBS Marg, Off BKC, Kurla (West), Mumbai 400070, between 11:00 a.m. (IST) to 05:00 p.m. (IST) on all working days (except Saturdays, Sundays and public holidays) up to the date of the Meeting:

- 14.1. Copy of the Order of the Hon'ble Tribunal dated July 11, 2018 passed in CA(CAA) No. 75/NCLT/AHM/2018 directing the Company to, inter alia, convene the Meeting of its unsecured creditors.
  - 14.2. Copy of the Memorandum of Association and Articles of Association of the Company, the Transferor Company 1 and the Transferor Company 2.
  - 14.3. Copy of the audited financial statements of the Company, the Transferor Company 1 and the Transferor Company 2 for the financial year ended March 31, 2017 and March 31, 2018.
  - 14.4. Copy of the Scheme.
  - 14.5. Copy of the resolution passed by the Board of Directors of the Company, the Transferor Company 1 and the Transferor Company 2 approving the Scheme.
  - 14.6. Copy of the certificate issued by the statutory auditors of the Company stating that the accounting treatment proposed in the Scheme is in conformity with the accounting standards prescribed under section 133 of the Companies Act, 2013.
15. This statement may be treated as an Explanatory Statement under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

Sd/-  
Pavan S. Godiawala  
Advocate  
Chairman appointed for the Meeting

Dated this 9th day of August, 2018  
Place: Ahmedabad



**SCHEME OF AMALGAMATION  
OF  
VADINAR POWER COMPANY LIMITED  
(Transferor Company 1)  
AND  
NAYARA ENERGY PROPERTIES LIMITED (FORMERLY VADINAR PROPERTIES LIMITED)  
(Transferor Company 2)  
WITH  
NAYARA ENERGY LIMITED (FORMERLY ESSAR OIL LIMITED)  
(Transferee Company)**

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

**I. DESCRIPTION OF THE COMPANIES:**

- (a) Nayara Energy Limited (formerly known as Essar Oil Limited) (CIN: U11100GJ1989PLC032116) (hereinafter referred to as “Transferee Company”) is a public limited company incorporated under the Companies Act, 1956 having its registered office at Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305. The Transferee Company is inter alia engaged in the refining of crude oil, and marketing of petroleum products.
- (b) Vadinar Power Company Limited (CIN: U40100GJ1997PLC033108) (hereinafter referred to as “Transferor Company 1”) is a public limited company incorporated under the Companies Act, 1956 having its registered office at Vadinar Power Company Administration Building, Refinery Site, 39KM, Jamnagar-Okha Highway, District Devbhumi Dwarka, Gujarat 361305. The Transferor Company 1 is inter alia engaged in the business of generation and supply of electricity.
- (c) Nayara Energy Properties Limited (formerly known as Vadinar Properties Limited) (CIN: U70100GJ2006PLC098471) (hereinafter referred to as “Transferor Company 2”) is a public limited company incorporated under the Companies Act, 1956 having its registered office at Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305. The Transferor Company 2 is inter alia engaged in the business of development and leasing/ renting of immovable properties.

**II. FACTS, RATIONALE AND BENEFITS:**

- (a) The Transferor Company 1 and Transferor Company 2 (collectively hereinafter referred to as “Transferor Companies”) are wholly owned subsidiaries of the Transferee Company.
- (b) Transferor Company 1 is engaged in providing power and steam for captive use by the refinery of Transferee Company. All the feedstock like coal, water, natural gas as required by Transferor 1 to generate the power & steam are being supplied by Transferee Company. The Transferor Company 1 operates its power plants in line with requirement of and supplies entire power and steam only to Transferee Company. All the power plants of Transferor Company 1 are inside the compound of Transferee Company. Therefore, amalgamation of Transferor Company 1 with the Transferee Company will help in having better operational & commercial synergies.

- (c) Transferor Company 2 is owning and leasing and also developing residential units for use of employees of the Transferee Company and Transferor Company 1. Therefore, amalgamation of Transferor Company 2 will improve the administrative and logistic management of the residential facilities which are being used and developed for the benefit of employees of the Transferee Company and Transferor Company 1.
- (d) Considering that the activities of the Transferor Companies are inextricably linked to, and form an inherent part of the larger business of the Transferee Company, and with facilities of the Transferor Companies being located at the same place as the Refinery of the Transferee Company, and with the intent of integrating the activities undertaken by the Transferor Companies and the Transferee Company under one legal entity, the said companies now propose, by way of this Scheme to amalgamate the Transferor Companies into and with the Transferee Company in accordance with the terms hereof.
- (e) The amalgamation of the Transferor Companies with the Transferee Company would inter-alia have the following benefits:
  - (i) The Transferor Companies are wholly owned subsidiaries of the Transferee Company. A consolidation of the Transferor Companies and the Transferee Company by way of amalgamation will bring business and operational synergies in terms of complete integration of facilities which would result in optimum utilization of capital and resources and reduction in overall maintenance cost;
  - (ii) Consolidation of the Transferor Companies into the Transferee Company pursuant to this Scheme will enable a reduction in the number of corporate entities that require monitoring and corporate compliances and other administration work, thereby realising operational synergies, increasing operational efficiency and integrating business functions;
  - (iii) For the reasons aforesaid, the proposed amalgamation will result in rationalization of administrative and operational work which will foster organizational efficiencies, reduction in overheads and other expenses. It will result into reduction in overall legal, regulatory and accounting compliances like separate preparation of accounts, quarterly board meeting etc. that can erode financial efficiencies of the holding structure and the resultant operations would be substantially cost-efficient;
  - (iv) The proposed amalgamation will offer a strong financial structure to all creditors including the creditors of the Transferor Companies, facilitate lowering the cost of funds through better resource mobilization and achieve better cash flows; and
  - (v) The combination of all the businesses and the consolidation of operations would lead to the integration of expertise thus will result in reduction of administrative expenses and increase the assets base of the Transferee Company, leading to better financial visibility, thereby improving shareholder value and increasing long term value for all the stakeholders.
- (f) The Transferor Companies are wholly owned subsidiaries of the Transferee Company and all the shares of the Transferor Companies are presently held by the Transferee Company together with its nominees. The Scheme envisages transfer of the respective undertakings of the Transferor Companies to the Transferee Company. Accordingly, the Scheme is not prejudicial to the interest of the shareholders of the Transferor Companies. Further, the creditors of the Transferor Companies will not be adversely affected by the Scheme.
- (g) The Scheme does not affect the rights and interests of the shareholders or the creditors of the Transferee Company. The shareholding and other rights of the members of the Transferee Company will remain unaffected as no new shares are being issued by the Transferee Company pursuant to this Scheme. Further, the creditors of the Transferee Company will not be adversely affected by the Scheme.
- (h) In view of the aforesaid, the Board of Directors of the Transferor Companies as well as the Board of Directors of the Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of the Transferor Companies with the Transferee Company in order to benefit the stakeholders of the said companies. Accordingly, the Board of Directors of both Transferor Companies and Transferee Company have formulated this Scheme for the transfer and vesting of the Undertakings of

the Transferor Companies (as defined hereinafter) with and into the Transferee Company pursuant to the provisions of Sections 230 to 232 of the Act and other relevant provisions of the Act, and in accordance with section 2(1B) of the Income Tax Act, 1961 (on a going concern basis) and other applicable Laws.

### **III. PARTS OF THE SCHEME:**

**The Scheme is divided into the following parts:**

- (a) Part I deals with the definitions and share capital of the Transferor Companies and the Transferee Company;
- (b) Part II deals with the amalgamation of the Transferor Company 1 with the Transferee Company;
- (c) Part III deals with the amalgamation of the Transferor Company 2 with the Transferee Company; and
- (d) Part IV deals with the general terms and conditions that would be applicable to the Scheme.

Parts II and III of the Scheme are independent and severable and shall not be construed to be interdependent in any manner.

This Scheme also provides for various other matters consequential, incidental or otherwise integrally connected therewith.

## **PART I**

### **1. DEFINITIONS:**

1.1. In this Scheme unless the meaning or context otherwise requires (i) terms defined in the introductory paragraphs above shall have the same meanings throughout this Scheme; and (ii) the following words or expressions, wherever used, (including in the introductory paragraphs above) shall have the meanings set out below:

- 1.1.1 “Act” means the Companies Act, 2013, including any rules, regulations, circulars, directions or guidelines issued thereunder or any statutory modifications or re-enactments or amendments thereof from time to time;
- 1.1.2 “Appointed Date” means April 1, 2017;
- 1.1.3 “Applicable Law” or “Law” means all applicable provisions of all (a) constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances or orders of any Governmental Authority (as defined hereinafter); (b) Governmental Approvals (as defined hereinafter); and (c) orders, decisions, injunctions, judgments, awards and decrees of any Governmental Authority;
- 1.1.4 “Board of Directors” or “Board” means the board of directors of the respective Transferor Companies and/ or Transferee Company, as the case may be and shall include a duly constituted committee of the Board or Executives;
- 1.1.5 “Effective Date” means the date on which the last of conditions referred to in Clause 30.1 hereof have been fulfilled;
- 1.1.6 “Encumbrance” means : (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) a contract to give or refrain from giving any of the foregoing; (iii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; and (iv) any adverse claim as to title, possession or use; and the term “Encumbered” shall be construed accordingly;



- 1.1.7 “Governmental Approval” means and includes any consents, approvals, authorisations, concessions, permits, licenses issued by any Governmental Authority;
- 1.1.8 “Governmental Authority” means any applicable Central, State or local Government, legislative body, including local government, municipal body, panchayat regulatory or administrative authority to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Law;
- 1.1.9 “IT Act” means Income Tax Act, 1961 and rules and regulations made there under and shall include any statutory modification, amendment or re-enactment thereof for the time being in force;
- 1.1.10 “Person” means any natural person, firm, company, body corporate (whether incorporated in India or not), Governmental Authority, joint venture, partnership, association, works council, limited liability partnership, trust, employee representatives body or other entity (whether or not having separate legal identity);
- 1.1.11 “Residential Township Agreement” means the agreement between the Transferor Company 2 and Transferor Company 1 dated November 1, 2010 in relation to the residential township constructed by Transferor Company 2 on land situated in village Mithoi, Taluka Lalpur, District Jamnagar, on Khambhalia Jamnagar Highway in the State of Gujarat;
- 1.1.12 “RoC” means the Registrar of Companies, Ahmedabad;
- 1.1.13 “Scheme of Amalgamation” or “this Scheme” or “the Scheme” means this Scheme of Amalgamation in its present form or with any modifications made under Clause 29 of the Scheme or any modifications approved or directed by the Tribunals or any other Governmental Authority;
- 1.1.14 “Transferee Company” means Nayara Energy Limited, a public limited company incorporated under the Companies Act, 1956, having its registered office at Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305;
- 1.1.15 “Transferor Companies” means collectively the Transferor Company 1 and Transferor Company 2;
- 1.1.16 “Transferor Company 1” means Vadinar Power Company Limited, a public limited company incorporated under the Companies Act, 1956, having its registered office at Vadinar Power Company Administration Building, Refinery Site, 39KM, Jamnagar-Okha Highway, District Devbhumi Dwarka, Gujarat 361305;
- 1.1.17 “Transferor Company 1 Liabilities” means all debts and liabilities, both present and future comprised in the Undertaking 1 of the Transferor Company 1, including all secured and unsecured debts, liabilities (including deferred tax liabilities and contingent liabilities), duties and obligations (including under any licenses or permits or schemes of every kind) and undertakings of the Transferor Company 1 of every kind, nature and description whatsoever and howsoever arising, whether or not raised or incurred or utilized for its business activities and operations along with any charge, Encumbrances created in relation to the same;
- 1.1.18 “Transferor Company 2” means Nayara Energy Properties Limited, a public limited company incorporated under the Companies Act, 1956, having its registered office at Khambhalia, Post Box No. 24, District Devbhumi, Dwarka, Gujarat 361305;
- 1.1.19 “Transferor Company 2 Liabilities” means all debts and liabilities, both present and future comprised in the Undertaking 2 of the Transferor Company 2, including all secured and unsecured debts, liabilities (including deferred tax liabilities and contingent liabilities), duties and obligations (including under any licenses or permits or schemes of every kind) and undertakings of the Transferor Company 2 of every kind, nature and description whatsoever and howsoever arising, whether or not raised or incurred or utilized for its business activities and operations along with any charge, Encumbrances created in relation to the same;

- 1.1.20 “Tribunal(s)” means National Company Law Tribunal, Ahmedabad Bench having jurisdiction in relation to the Transferee Company and the Transferor Companies or such other forum or authority as may be vested with any of the powers for approving any scheme of arrangement, compromise or reconstruction of a company under Section 230 to 234 of the Act of the above mentioned tribunals under the Act;
- 1.1.21 “Tribunal Order(s)” means order(s) passed by the Tribunal sanctioning this Scheme and/or any Tribunal order(s) for extension of time or condonation of delay in filing of the requisite forms with the RoC in relation to the Scheme, if applicable;
- 1.1.22 “Undertaking 1” means all the undertaking and entire business of the Transferor Company 1 including, without limitation:
- (a) all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, work-in-progress, present, future or contingent of whatsoever nature) of the Transferor Company 1, whether or not recorded in the books of accounts of the Transferor Company 1 (including, without limitation, the freehold and leasehold properties of the Transferor Company 1), investments of all kinds (including but not limited to shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), licenses, furniture, fixtures, machinery, office equipment, computers, fixed assets, current assets (including, without limitation, all inventories, stock-in-trade or stock-in-transit, supplies, finished goods, packaging items, wherever located), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Company 1, financial assets, vehicles, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and where-so-ever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company 1 or in connection with or relating to the Transferor Company 1 and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company 1, whether in India or abroad;
  - (b) all permissions, approvals, consents, subsidies, privileges, permits, quotas, rights, claims, entitlements, refunds, registrations (including relating to sales tax, service tax, excise duty, value added tax (hereafter “VAT”), entry tax, octroi, Goods and Services Tax (hereafter “GST”), licenses, clearances, exemptions, authorizations, no objection certificates, registrations, income tax benefits and exemptions, indirect tax benefits and exemptions (including, but not limited to credits in respect of income tax, sales tax, service tax, excise duty, VAT, turnover tax, GST, tax credits, tax refunds, all tax holiday including but not limited to benefit under Chapter VIA of the IT Act, including its continued benefits, incentives, exemptions, concessions and other benefits or privileges, security transaction tax, Minimum Alternative Tax (hereafter “MAT”) credit, duty entitlement credit certificates), all other rights, benefits and Transferor Company 1 Liabilities related thereto, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Company 1;
  - (c) all contracts, agreements (including but not limited to power purchase agreements, processing agreements, fuel supply agreement, coal handling agreement, oil club lease agreement service agreements, customer and vendor contracts, agency agreements), concessions (of any nature and any rights therein or thereto or thereunder), memoranda of understanding, letters of intent, other arrangements, undertakings, deeds, bonds, insurance covers and claims, clearances and other instruments of whatsoever nature and description, if any, whether written, oral or otherwise, to which the Transferor Company 1 is a party to, or to the benefit of which the Transferor Company 1 may be eligible;

- (d) all intellectual property rights of any nature whatsoever, books, records, files, papers, software licenses (whether proprietary or otherwise), and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company 1 along with any and all goodwill of the Transferor Company 1;
- (e) right to any claim not presented or made by the Transferor Company 1 in respect of refund of any tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company 1 and any interest thereon, with regard to any Law made by any Governmental Authority, and in respect of set-off, carry forward of accumulated losses, unabsorbed depreciation and MAT credit, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under and in accordance with any Law, whether in India, or anywhere outside India; and
- (f) all Transferor Company 1 Liabilities, lien, security or Encumbrance in relation thereto, whether in Indian rupees or foreign currency.

It is intended that the definition of 'Undertaking 1' under this Clause would enable the transfer of all property, assets, rights, duties, licenses of the Transferor Company 1 and Transferor Company 1 Liabilities into the Transferee Company pursuant to this Scheme.

1.1.23 "Undertaking 2" means all the undertaking and entire business of the Transferor Company 2 including, without limitation:

- (a) all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, work-in-progress, present, future or contingent of whatsoever nature) of the Transferor Company 2, whether or not recorded in the books of accounts of the Transferor Company 2 (including, without limitation, the freehold and leasehold properties of the Transferor Company 2), investments of all kinds (i.e., shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), furniture, fixtures, machinery, office equipment, computers, fixed assets, current assets (including, without limitation, all inventories, stock-in-trade or stock-in-transit, supplies, finished goods, packaging items, wherever located), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Company 2, financial assets, vehicles, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and where-so-ever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company 2 or in connection with or relating to the Transferor Company 2 and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company 2, whether in India or abroad;
- (b) all permissions, approvals, consents, subsidies, privileges, permits, quotas, rights, claims, entitlements, refunds, registrations (including but not limited to relating to sales tax, service tax, excise duty, VAT, entry tax, octroi, GST), licenses, clearances, exemptions, authorizations, no objection certificates, registrations, income tax benefits and exemptions, indirect tax benefits and exemptions (including, but not limited to credits in respect of income tax, sales tax, service tax, excise duty, VAT, turnover tax, GST), tax credits, tax refunds, all tax holiday including but not limited to benefit under Chapter VIA of the IT Act, including its continued benefits, incentives, exemptions, concessions and other benefits or privileges, security transaction tax, MAT credit, duty entitlement credit certificates), all other rights, benefits and Transferor Company 2 Liabilities related thereto, licenses for research and development activities, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Company 2;

- (c) all contracts, agreements, memoranda of understanding, letters of intent, other arrangements, undertakings, deeds, bonds, insurance covers and claims, clearances and other instruments of whatsoever nature and description, if any, whether written, oral or otherwise, to which the Transferor Company 2 is a party to, or to the benefit of which the Transferor Company 2 may be eligible;
- (d) all intellectual property rights of any nature whatsoever, books, records, files, papers, software licenses (whether proprietary or otherwise), and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company 2 along with any and all goodwill of the Transferor Company 2;
- (e) right to any claim not presented or made by the Transferor Company 2 in respect of refund of any tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company 2 and any interest thereon, with regard to any Law made by any Governmental Authority, and in respect of set-off, carry forward of accumulated losses, unabsorbed depreciation and MAT credit, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under and in accordance with any Law, whether in India, or anywhere outside India; and
- (f) all Transferor Company 2 Liabilities, lien, security or Encumbrance in relation thereto, whether in Indian rupees or foreign currency.

It is intended that the definition of 'Undertaking 2' under this Clause would enable the transfer of all property, assets, rights, duties, licenses of the Transferor Company 2 and Transferor Company 2 Liabilities into the Transferee Company pursuant to this Scheme.

1.1.24 "Transferor Company 1 Mortgaged Land" means all those pieces or parcels of lands situate lying at Timbdi and Kathi Devalia villages of Taluk Jam Khambalia, Gujarat measuring 64-71-34 H-A-SQM together with all the buildings, structures and sheds constructed and/or be constructed thereon and all the plant and machinery attached to the earth or permanently fastened to anything attached to the earth or installed and/or to be installed thereon, and every part thereof, fixtures and fittings erected/ installed and/ or to be erected/ installed thereon and every part thereto, leased to the Transferor Company 1 by the Transferee Company pursuant to the lease agreements dated September 17, 2005 and October 16, 2008 executed by and between the Transferee Company and the Transferor Company 1.

- 1.2 All terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other Applicable Laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.
- 1.3 References to any law or legislation or regulation shall include amendment(s), circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation;
- 1.4 References to any of the terms 'taxes', 'duty', 'levy', 'cess' in the Scheme shall be construed as reference to all of them whether jointly or severally.
- 1.5 Any reference to any statute or statutory provision shall include:
  - (a) all subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated from time to time) and any retrospective amendment; and
  - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Scheme) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to the transaction entered into under this Scheme and (to the extent liability there under may exist or can arise) shall include

any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced.

- 1.6 Words denoting the singular shall include the plural and words denoting any gender shall include all genders. Words of either gender shall be deemed to include all the other genders.
- 1.7 Any references in this Scheme to “upon this Scheme becoming effective” or “upon coming into effect of this Scheme” or “upon the Scheme coming into effect” or “effectiveness of the Scheme” shall be construed to be a reference to the Effective Date.
- 1.8 Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Scheme or the schedules hereto and shall be ignored in construing the same.
- 1.9 Words directly or indirectly mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and direct or indirect have the correlative meanings.
- 1.10 The words “include” and “including” are to be construed without limitation.
- 1.11 The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words shall refer to this entire Scheme or specified Clauses of this Scheme, as the case may be.
- 1.12 Unless the context provides otherwise, any reference to the Preamble, Recital, Clause or Schedule shall be a reference to the preamble, or recital, clause or schedule of this Scheme.
- 1.13 The Schedules hereto shall form an integral part of this Scheme.

## 2. DATE OF TAKING EFFECT

- 2.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Tribunals shall be effective from the Appointed Date but shall be operative from the Effective Date.

## 3. SHARE CAPITAL AND FINANCIAL POSITION

- 3.1. The share capital of the Transferor Company 1 as on March 31, 2018 is as under:

Particulars	Amount in Rs.
<b>Authorised</b>	
3,000,000,000 equity shares of Rs.10 each	30,000,000,000
1,000,000,000 preference shares of Rs. 10 each	10,000,000,000
<b>Total</b>	<b>40,000,000,000</b>
<b>Issued Subscribed &amp; Paid-up</b>	
396,000,000 equity shares of Rs. 10 each	3,960,000,000
391,998,000 cumulative convertible participating preference shares	3,919,980,000
<b>Total</b>	<b>7,879,980,000</b>

3.2. The share capital of the Transferor Company 2 as on March 31, 2018 is as under:

<b>Particulars</b>	<b>Amount in Rs.</b>
<b>Authorised</b>	
680,000 equity shares of Rs. 10 each	6,800,000
<b>Total</b>	<b>6,800,000</b>
<b>Issued Subscribed &amp; Paid-up</b>	
676,850 equity shares of Rs. 10 each	6,768,500
<b>Total</b>	<b>6,768,500</b>

Transferor Company 2 has issued 46,10,981 - series II, zero interest unsecured fully convertible debentures of face value Rs. 100 each with the date of conversion being March 31, 2019.

3.3. The share capital of the Transferee Company as on March 31, 2018 is as under:

<b>Particulars</b>	<b>Amount in Rs.</b>
<b>Authorised</b>	
5,000,000,000 equity shares of Rs. 10 each	50,000,000,000
<b>Total</b>	<b>50,000,000,000</b>
<b>Issued</b>	
1,552,487,155 equity shares of Rs. 10 each	15,524,871,550
<b>Subscribed &amp; Paid-up</b>	
1,490,561,155 equity shares of Rs. 10 each fully paid-up	14,905,611,550
<b>Total</b>	<b>14,905,611,550</b>

## PART II

### 4. AMALGAMATION OF TRANSFEROR COMPANY 1 WITH TRANSFEE COMPANY

- 4.1. Upon coming into effect of the Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme, the Undertaking 1 shall, pursuant to the sanction of the Scheme by the Tribunals and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act, be and stand transferred to and vested in and/ or deemed to have been transferred to and vested in the Transferee Company, as a going concern, without any further act, deed, instrument, matter so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.
- 4.2. All the movable assets of the Transferor Company 1 and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, shall be so transferred to the Transferee

Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, without the need to execute any separate instrument, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date. Such delivery shall be made on a date which shall be mutually agreed upon between the Transferor Company 1 and the Transferee Company on or prior to the Effective Date.

- 4.3. Upon this Scheme becoming effective, the secured creditors of the Transferor Company 1 and/or other holders of security over the properties of the Transferor Company 1 shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Transferor Company 1, as existing immediately prior to the amalgamation of the Transferor Company 1 with the Transferee Company and the secured creditors of the Transferee Company and/or other holders of security over the properties of the Transferee Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Transferee Company, as existing immediately prior to the amalgamation of the Transferor Company 1 with the Transferee Company. It is hereby clarified that pursuant to the amalgamation of the Transferor Company 1 with the Transferee Company, (a) the secured creditors of the Transferor Company 1 and/or other holders of security over the properties of the Transferor Company 1 shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Transferee Company and therefore, such assets of the Transferor Company 1 which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company and (b) the secured creditors of the Transferee Company and/or other holders of security over the properties of the Transferee Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Transferor Company 1 and therefore, such assets which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company.
- 4.4. Upon the Scheme coming into effect and with effect from the Appointed Date, in respect of any assets of the Transferor Company 1 other than those mentioned in Clause 4.2 above, including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with any Person including any Governmental Authority, semi-Government, local and other authorities and bodies and customers, the Transferor Company 1 shall issue notices, if so required by the Transferee Company, and in such form as the Transferee Company may deem fit and proper, stating that pursuant to the Tribunals having sanctioned this Scheme under Sections 230 to 232 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the Person entitled thereto, to the end and intent that the right of the Transferor Company 1 to recover or realise the same stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes. Notwithstanding anything contained in this clause, it is clarified that the notices referred to hereinabove are for information purposes only and the same shall not affect the transfer of the assets pursuant to the Scheme.
- 4.5. Upon the Scheme coming into effect and with effect from the Appointed Date, all immovable property (including but not limited to freehold and leasehold properties, and any work-in-progress) of the Transferor Company 1, and any document of title, rights, interest and easements in relation thereto shall stand transferred to and be vested in the Transferee Company, as a successor of the Transferor Company 1, without any act or deed to be done or executed by the Transferor Company 1 and/or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay appropriate rent, rates, taxes and charges and fulfil all obligations, in relation to or applicable to all such immovable properties. The mutation and/or substitution of the title to the immovable properties shall be made and duly recorded in the name of the Transferee Company by the appropriate Governmental Authorities and third parties pursuant to the sanction of the Scheme by the Tribunals and upon the Scheme becoming effective in accordance with the terms hereof without any further act or deed to be done or executed by the Transferor Company 1 and/or the Transferee Company. It is clarified that the Transferee Company shall be entitled to engage in

such correspondence and make such representations as may be necessary for the purposes of the aforesaid mutation and/or substitution pending sanction of the Scheme.

- 4.6. Upon coming into effect of the Scheme and with effect from the Appointed Date, all Transferor Company 1 Liabilities, and duties and obligations of the Transferor Company 1, as on or after the Appointed Date whether provided for or not in the books of accounts of the Transferor Company 1, and all other Transferor Company 1 Liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date shall, pursuant to the Tribunal Order(s) or such other Governmental Authority as may be applicable under the provisions of the Act, without any further act or deed, be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become as from the Appointed Date the Transferor Company 1 Liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company 1.
- 4.7. Without prejudice to the above provisions, upon the Scheme coming into effect and with effect from the Appointed Date, all inter-party transactions between the Transferor Company 1 and the Transferee Company shall be considered as intra-party transactions for all purposes. For the avoidance of doubt, it is clarified that upon the Scheme coming into effect and with effect from the Appointed Date, to the extent there are inter-corporate loans, deposits, obligations, balances or other outstanding as between the Transferor Company 1 inter-se and/or the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be.
- 4.8. Without prejudice to the above provisions, upon the Scheme coming into effect and with effect from the Appointed Date, all inter-se contracts solely between the Transferor Company 1 and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company. With effect from the Appointed Date, there will be no accrual of income or expense on account of any transactions, including inter-alia any transactions in the nature of sale or transfer of any goods, materials or services, between the Transferor Company 1 and the Transferee Company. For avoidance of doubt, it is hereby clarified that with effect from the Appointed Date, there will be no accrual of interest or other charges in respect of any inter se loans, deposits or balances between the Transferor Company 1 and the Transferee Company. It is clarified that upon the Scheme coming into effect and with effect from the Appointed Date, all lease agreements and sub-lease agreements entered into between the Transferor Company 1 and the Transferee Company shall be cancelled ("EOL-VPCL Lease") and shall be deemed to be cancelled without any further application, act or deed, and the land which is the subject matter of the EOL-VPCL Lease together with all the buildings and structures constructed and/or be constructed thereon, shall become freehold land of the Transferee Company; provided that if the cancellation of the EOL-VPCL Lease leads to the extinguishment or termination of any security created in favour of any creditor of the Transferor Company 1 over the leasehold rights of the Transferor Company 1 over the Transferor Company 1 Mortgaged Land, then the concerned creditor(s) of the Transferor Company 1 shall acquire security over the same parcels of freehold land of the Transferee Company comprising the Transferor Company 1 Mortgaged Land, together with all the buildings and structures constructed and/or be constructed thereon, and the concerned creditor(s) of the Transferor Company 1 and the Transferee Company shall enter into an agreement recording the creation of such security.
- 4.9. Without prejudice to the above provisions, upon the Scheme coming into effect and with effect from the Appointed Date, all debentures, bonds, notes or other debt securities and other instruments of like nature (whether convertible into equity shares or not, including compulsorily convertible debentures and optionally convertible debentures) issued by Transferor Company 1 shall, pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act, without any further act, instrument or deed, become the debt securities of the Transferee Company on the same terms and conditions except to the extent modified under the provisions of this Scheme and all rights, powers, duties and



obligations in relation thereto shall be and stand transferred to and vested in or be deemed to have been transferred to and vested in and shall be exercised by or against the Transferee Company as if it was the issuer of such debt securities, so transferred and vested. If such debt securities are listed on any stock exchange, the same shall, subject to applicable law and regulations, be listed and/or admitted to trading on the relevant stock exchanges in India where the debt securities were listed and/or admitted to trading, on the same terms and conditions, subject to the requirements, if any, imposed by the stock exchanges, unless otherwise modified in accordance with Applicable Law. Provided that all such debt securities and instruments issued by the Transferor Company 1 so transferred and vested in the Transferee Company, and held by the Transferee Company, shall be cancelled and shall be deemed to be cancelled without any further application, act or deed.

- 4.10. Upon coming into effect of the Scheme, all taxes (including but not limited to income tax, sales tax, excise duty, service tax, VAT, GST) paid or payable by the Transferor Company 1 in respect of their respective operations and/or the profits of businesses, on account of the Transferor Company 1 and, in so far as it relates to tax payment whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company 1 in respect of the operations and/or the profits of the business after the Appointed Date shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.
- 4.11. Upon coming into effect of the Scheme, all the profits or income, taxes (including any carry forward accumulated losses, unabsorbed depreciation, advance tax, tax deducted at source, foreign tax credit and MAT credit) or any costs, charges, expenditure accruing or arising to the Transferor Company 1 or expenditure or losses arising or incurred or suffered by the Transferor Company 1 shall for all purposes be treated and deemed to be and accrue from the Appointed Date as the profits or income, taxes (including any carry forward of accumulated tax losses, unabsorbed depreciation, advance tax, tax deducted at source, foreign tax credit, MAT credit), costs, charges, expenditure or losses of the Transferee Company, as the case may be.
- 4.12. For avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon coming into effect of this Scheme and with effect from the Appointed Date, in accordance with the provisions of relevant Laws, consents, approvals, permissions, licenses including EPCG licenses, registrations, certificates, grants, concessions, authorities (including for the operation of bank accounts and demat accounts), powers of attorneys given by, issued to or executed in favour of the Transferor Company 1, and the rights and benefits and liabilities under the same shall, in so far as they relate to the Transferor Company 1 and all quality certifications and approvals, permits, quotas, rights, entitlements, tenancies, immovable properties, patents and domain names, copyrights, brands, trade secrets, product registrations and other intellectual and industrial property and all other interests relating to the goods or services being dealt with by the Transferor Company 1, shall without any further act or deed be transferred to and vested in the Transferee Company under the same terms and conditions as were applicable to the Transferor Company 1 immediately prior to the coming into effect of this Scheme. In so far as the various incentives, sales tax, deferral benefits, subsidies (including applications for subsidies), available tax credits (including MAT credit, if any), rehabilitation schemes, grants, permissions, approvals, sanctions, remissions, special reservations, income tax benefits and exemptions, all tax holiday including but not limited to benefit under Chapter VIA of the IT Act, including its continued benefits, incentives, exemptions, concessions and other benefits or privileges, concessions, special status and other benefits or privileges enjoyed, granted by any Person (including any Governmental Authority), or availed of or to be availed of by the Transferor Company 1 is concerned, the same shall, without any further act or deed, in so far as they relate to the Transferor Company 1, vest with and be available to the Transferee Company on the same terms and conditions as were applicable immediately prior to the coming into effect of this Scheme. The Transferee Company may apply for the endorsement of the Governmental Authorities as may be required under Applicable Law and shall file the relevant intimations, if any, for the record of the Governmental Authorities who shall take them on file, pursuant to the Scheme coming into effect.
- 4.13. For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme;

(ii) uninterrupted transfer of the relevant consents, approvals, patents, permissions, licenses, registrations, certificates etc.; and (iii) continued vesting of the benefits, exemptions available to the Transferor Company 1 in favour of the Transferee Company, the Board of Directors of the Transferor Company 1 and the Transferee Company shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable and the same shall be considered as giving effect to the Tribunal Order(s) and shall be considered as an integral part of this Scheme. Further, the Transferee Company shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable, on behalf of the Transferor Company 1 and to carry out or perform all such formalities or compliance required for the purpose of implementation of the provisions of the Scheme.

- 4.14. On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts, demat accounts, if any, of the Transferor Company 1 and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Transferor Company 1 in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company 1 to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.
- 4.15. For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that with effect from the Effective Date and till such times the name of the bank accounts of the Transferor Company 1 would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company 1 in the name of the Transferor Company 1 in so far as may be necessary. All cheques and other negotiable instruments, deposit slips, payment orders received or presented for encashment which are in the name of the Transferor Company 1 after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of Transferor Company 1 for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company 1. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company 1 in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company 1 shall be instituted, or as the case may be, continued, by or against, the Transferee Company after the coming into effect of the Scheme.

## **5. COMPLIANCE WITH TAX LAWS**

- 5.1. The provisions of Part II of this Scheme are intended to comply with the conditions relating to Amalgamation as specified under Section 2(1B) of the IT Act. If, at a later date, any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the IT Act, including as a result of an amendment of Law or the enactment of a new legislation or for any other reason whatsoever, the provisions of Section 2(1B) of the IT Act, or a corresponding provision of any amended or newly enacted Law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act. Such modification(s) will, however, not affect the other parts of the Scheme. Such modification(s), if necessary, shall be made in accordance with Clause 29.
- 5.2. Upon the Scheme becoming effective, the Transferee Company shall have the right to revise their respective tax returns along with prescribed forms, filings and annexures under the IT Act, and laws in relation to the GST, central sales tax, applicable State VAT, entry tax, service tax, excise duty and other tax laws, and to claim refunds and/or credit for taxes paid (including advance tax, self-assessment tax, tax deducted at source, MAT, foreign tax credit, dividend distribution tax, wealth tax, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.
- 5.3. All tax assessment/adjudication proceedings/ appeals of whatsoever nature by or against the Transferor Company 1 pending and/or arising at the Appointed Date and relating to the Transferor

Company 1 shall be continued and/or enforced until the Effective Date by the Transferor Company 1. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company 1.

- 5.4. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company 1 with the Transferee Company or anything contained in the Scheme.
- 5.5. Any refund, under the IT Act and laws in relation to service tax, excise duty, central sales tax, applicable state VAT, entry tax, customs, foreign trade policy, GST, State industrial and incentive policies and schemes or other applicable laws or regulations dealing with taxes or duties or levies due to Transferor Company 1 consequent to the assessment made on Transferor Company 1 (including any refund for which no credit is taken in the accounts of the Transferor Company 1) as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company upon this Scheme becoming effective.
- 5.6. The tax payments (including, without limitation income tax, dividend distribution tax, service tax, excise duty, central sales tax, applicable state VAT, entry tax, customs, GST etc.) whether by way of tax deducted at source, advance tax or otherwise howsoever, by the Transferor Company 1 after the Appointed Date, shall be deemed to be paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 5.7. Further, any tax deducted at source by Transferor Company 1 or the Transferee Company on transactions with the Transferee Company or the Transferor Company 1, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 5.8. Upon the Scheme coming into effect, any obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company 1 shall be made or deemed to have been made and duly complied with by the Transferee Company.
- 5.9. All intangible assets (including but not limited to goodwill) belonging to but not recorded in the books of account of the Transferor Company 1 and all intangible assets (including but not limited to goodwill) arising or recorded in the process of the amalgamation in books of account of Transferee Company shall, for all purposes, be regarded as an intangible asset in terms of Explanation 3(b) to Section 32(1) of the IT Act and Transferee Company shall be eligible for depreciation on the same at the prescribed rates.
- 5.10. For the period after the Appointed Date, all tax holiday including but not limited to benefit under Chapter VIA of the IT Act, including its continued benefits, incentives, exemptions, concessions and other benefits or privileges enjoyed by the Transferor Company 1 granted by any government body, regulatory authority, local authority, by any other person or law or availed of by the Transferor Company 1, the same shall without any other further act or deed shall vest with and be available to the Transferee Company on the same terms and conditions.
- 5.11. Without prejudice to the generality of the above, all benefits, incentives, losses (including but not limited to book losses, tax losses), book unabsorbed depreciation, tax unabsorbed depreciation, credits (including, without limitation income tax, MAT, tax deducted at source, foreign tax credit, dividend distribution tax, wealth tax, service tax, excise duty, central sales tax, applicable state VAT, customs duty, foreign trade policy benefits, State industrial policy and incentive schemes, drawback, etc.) to which the Transferor Company 1 is entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company, upon this Scheme coming into effect.
- 5.12. Upon the coming into effect of this scheme, all tax compliances under any tax laws by the Transferor Company 1 on or after Appointed Date shall be deemed to be made by the Transferee Company.

## **6. LEGAL PROCEEDINGS**

- 6.1. If any suits, actions and proceedings of whatsoever nature (hereinafter referred to as the “Transferor Company 1 Proceedings”) by or against the Transferor Company 1 are pending on the Effective Date, the same shall not abate / be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company 1 with the Transferee Company or anything contained in the Scheme, but on and from the Effective Date, the Transferor Company 1 Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company 1, in the absence of the Scheme.
- 6.2. It is clarified that until this Scheme comes into effect, the Transferor Company 1 shall in consultation with the Transferee Company continue and enforce the Transferor Company 1 Proceedings whether pending or initiated pending the coming into effect of this Scheme.

## **7. CONTRACTS, DEEDS, BONDS, APPROVALS AND OTHER INSTRUMENTS**

- 7.1. For avoidance of doubt and without prejudice to the generality of Clause 4 above, it is clarified that upon the coming into effect of this Scheme and with effect from the Appointed Date and without any further act of the parties, all memoranda of understanding, contracts, approvals, no objection certificates, rights, consents, permissions, quotas, deeds, bonds, agreements, arrangements, mortgages, indemnity, incentives, engagements, registrations, schemes, assurances, licenses, insurance policies and claims, guarantees, powers of attorney, authorities given by, issued to or executed in favour of the Transferor Company 1, quality certifications and approvals, trademarks, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other intellectual property and other interests relating to the Undertaking 1 and other instruments (including all tenancies, leases (other than leases entered into between the Transferor Company 1 and the Transferee Company), and other assurances in favour of the Transferor Company 1 or powers or authorities granted by or to it) of whatsoever nature to which the Transferor Company 1 is a party or to the benefit of which the Transferor Company 1 may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be transferred to and vested in the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the rights and benefits under the same shall be available to the Transferee Company and, shall continue in full force and effect against or in favour of the Transferee Company as the case may be, under the same terms and conditions, and may be enforced as fully and effectually as if, instead of the Transferor Company 1, the Transferee Company had been a party or beneficiary or obligee or obligor thereto.
- 7.2. It is hereby clarified that by virtue of the provisions of the Scheme and pursuant to the Tribunal Order(s) sanctioning the Scheme, upon the Scheme coming into effect, all rights, services, obligations, liabilities, responsibilities undertaken by or in favour of the Transferor Company 1 under any contractual arrangements shall automatically stand transferred to and vested in and/ or shall be deemed to have been transferred to and vested in the Transferee Company and all benefits to which the Transferor Company 1 is entitled to shall be available to and vested in and/ or shall be deemed to have been available to and vested in the Transferee Company, as a successor-in-interest and the Transferee Company shall be entitled to deal with the same in place and stead of the Transferor Company 1, as if the same were originally performed or conferred upon or given or issued to or executed in favour of the Transferee Company, and the rights and benefits under the same will be available to the Transferee Company, without any further act or deed. The Transferee Company shall discharge its obligation in respect of the services to be performed/ provided or in respect of payment of service charges under any contractual arrangements instead of the Transferor Company 1.
- 7.3. Without prejudice to the above, the Transferee Company shall, if so desirable or required or as may be necessary, upon the coming into effect of this Scheme and with effect from the Appointed Date, issue writings to the extent that the Transferor Company 1 is required prior to the Effective Date to issue such writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company 1, as the case may be. Further, the Transferee

Company shall be deemed to be authorized to issue any such writings or confirmations on behalf of the Transferor Company 1 and to implement or carry out all formalities required on the part of the Transferor Company 1.

- 7.4. Without prejudice to the above, it is further clarified that with respect to approvals, permissions, licenses, registrations, consents that may require amendment for the purpose of giving effect to this Scheme and to ensure that there is no change in the entitlements otherwise available to the Transferor Company 1 in the absence of this Scheme, the Transferee Company shall be permitted to use the name and approvals, permissions, licenses, registrations, consents of the Transferor Company 1 till such approvals, permissions, licenses, registrations, consents are so amended and updated, so as to enable the Transferee Company to continue to avail the entitlements otherwise available to the Transferor Company 1.

## **8. SAVING OF CONCLUDED TRANSACTIONS**

- 8.1. The transfer of the assets and liabilities of the Transferor Company 1 under Clause 4 above, the continuance of Transferor Company 1 Proceedings under Clause 6 above and the effectiveness of contracts, deeds, bonds, approvals and other instruments under Clause 7 above, shall not affect any transaction or Transferor Company 1 Proceedings already concluded by the Transferor Company 1 on or before 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 in respect thereto, as if done and executed on its behalf.

## **9. EMPLOYEES**

- 9.1. Upon the coming into effect of this Scheme, all the employees of Transferor Company 1, if any, who are in service on the date immediately preceding the date on which the Scheme finally takes effect, (i.e. the Effective Date) on and from the Effective Date, shall become the employees of the Transferee Company without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions than those on which they are engaged by the Transferor Company 1 immediately preceding the Effective Date.
- 9.2. Transferee Company agrees that the service of all employees of the Transferor Company 1 immediately prior to the coming into effect of this Scheme shall be taken into account from the date of their respective appointment with the Transferor Company 1 for the purposes of all retirement benefits to which they may be eligible in Transferee Company immediately prior to the coming into effect of this Scheme. Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, gratuity or other terminal benefits, such past service with Transferor Company 1, shall also be taken into account and agrees and undertakes to pay the same as and when payable.
- 9.3. Upon the coming into effect of this Scheme, the Transferee Company shall make all the necessary contributions for such transferred employees and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. Transferee Company will also file relevant intimations to the Governmental Authorities concerned who shall take the same on record and substitute the name of the Transferor Company 1 for the Transferee Company.
- 9.4. In so far as the existing provident fund, gratuity fund and pension and /or superannuation fund/trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by Transferor Company 1 for employees, shall be transferred to the necessary funds, schemes or trusts of Transferee Company and till the time such necessary funds, schemes or trusts are created by Transferee Company, all contribution shall continue to be made to the existing funds, schemes or trusts of Transferor Company 1.

## **10. CONDUCT OF BUSINESS TILL EFFECTIVE DATE**

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

- 10.1.1. The Transferor Company 1 shall be deemed to have been carrying on and shall carry on its businesses and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all of the assets of the Transferor Company 1 for and on account of, and in trust for, the Transferee Company. The Transferor Company 1 hereby undertake to hold the said assets with utmost prudence until the Effective Date.
- 10.1.2. The Transferor Company 1 shall carry on its businesses and activities with reasonable diligence, business prudence and shall not, without the prior written consent of the Transferee Company, venture into new businesses, invest in shares, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the undertaking or any part thereof, except in the ordinary course of business.
- 10.1.3. All the profits or income, taxes (including any carry forward accumulated losses, unabsorbed depreciation, advance tax, tax deducted at source, foreign tax credit and MAT credit) or any costs, charges, expenditure accruing to the Transferor Company 1 or expenditure or losses arising or incurred or suffered by the Transferor Company 1 shall for all purpose be treated and be deemed to be and accrue as the profits, taxes, incomes, costs, charges, expenditure or losses of the Transferee Company, as the case may be, and will be available to the Transferee Company for being disposed of in any manner as it thinks fit, post the Effective Date.
- 10.1.4. The Transferor Company 1 shall not without prior written consent of the Transferee Company undertake any new business.
- 10.1.5. The Transferor Company 1 shall not take any major policy decisions in respect of its management and for its business and shall not change its present capital structure without the prior written consent of the Transferee Company.

## **11. DISSOLUTION OF THE TRANSFEROR COMPANY 1**

- 11.1. On the Scheme becoming effective, the Transferor Company 1 shall be dissolved without being wound up without any further act by the parties.
- 11.2. On and with effect from the Effective Date, the name of the Transferor Company 1 shall be struck off from the records of the RoC. The Transferee Company shall make all necessary filings in this regard.
- 11.3. Any obligations or steps which need to be undertaken by the Transferor Company 1 pursuant to the sanction of this Scheme shall be fulfilled by the Transferee Company.

## **12. CONSIDERATION**

- 12.1. As the Transferor Company 1 is a wholly-owned subsidiary of the Transferee Company, no consideration shall be payable pursuant to the amalgamation of Transferor Company 1 into the Transferee Company, and the equity shares and preference shares (including cumulative convertible participating preference shares) held by the Transferee Company on its own and by the Transferee Company together with its nominees in Transferor Company 1 shall stand cancelled without any further act, application or deed.

## **13. ACCOUNTING TREATMENT**

- 13.1. Notwithstanding any other provisions of this Scheme, the amalgamation of the Transferor Company 1 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 Indian Accounting Standard (Ind AS) 103 (Business Combination) prescribed under Section 133 of the Companies Act, 2013, which is applicable to the Transferee Company since this is a common control business combination.

## **14. VALIDITY OF EXISTING RESOLUTIONS, ETC.**

- 14.1. Upon the coming into effect of the Scheme and with effect from the Appointed Date, the resolutions of the Board of Directors of Transferor Company 1, including resolutions of any committees authorized

by and comprising *inter alia* of members of the Board of Directors of Transferor Company 1, as are considered necessary by the Board of Directors of Transferee Company and which are validly subsisting, shall be considered as resolutions of Transferee Company.

- 14.2. With effect from the Effective Date, the security creation, borrowing and investment limits of the Transferee Company under the Act shall be deemed without any further act or deed to have been enhanced by the security creation, borrowing and investment limits of the Transferor Company 1, such limits being incremental to the existing limits of the Transferee Company.
- 14.3. Any corporate approvals obtained by the Transferor Company 1, whether for purposes of compliance or otherwise, shall stand transferred to the Transferee Company and such corporate approvals and compliance shall be deemed to have been obtained and complied with by the Transferee Company.

### **PART III**

#### **15. AMALGAMATION OF TRANSFEROR COMPANY 2 WITH TRANSFEE COMPANY**

- 15.1. Upon coming into effect of the Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme, the Undertaking 2 shall, pursuant to the sanction of the Scheme by the Tribunals and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act, be and stand transferred to and vested in and/ or deemed to have been transferred to and vested in the Transferee Company, as a going concern, without any further act, deed, instrument, matter so as to become, as and from the Appointed Date, the undertakings of the Transferee Company by virtue of and in the manner provided in this Scheme.
- 15.2. All the movable assets of the Transferor Company 2 and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, without the need to execute any separate instrument, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date. Such delivery shall be made on a date which shall be mutually agreed upon between the Transferor Company 2 and the Transferee Company on or prior to the Effective Date.
- 15.3. Upon this Scheme becoming effective, the secured creditors of the Transferor Company 2 and/or other holders of security over the properties of the Transferor Company 2, if any, shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Transferor Company 2, as existing immediately prior to the amalgamation of the Transferor Company 2 with the Transferee Company and the secured creditors of the Transferee Company and/or other holders of security over the properties of the Transferee Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Transferee Company, as existing immediately prior to the amalgamation of the Transferor Company 2 with the Transferee Company. It is hereby clarified that pursuant to the amalgamation of the Transferor Company 2 with the Transferee Company, (a) the secured creditors of the Transferor Company 2 and/or other holders of security over the properties of the Transferor Company 2, if any, shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Transferee Company and therefore, such assets of the Transferor Company 2 which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company and (b) the secured creditors of the Transferee Company and/or other holders of security over the properties of the Transferee Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Transferor Company 2 and therefore, such assets which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company.
- 15.4. Upon the Scheme coming into effect and with effect from the Appointed Date, in respect of any assets of the Transferor Company 2 other than those mentioned in Clause 15.2 above, including actionable

claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with any Person including any Governmental Authority, semi-Government, local and other authorities and bodies and customers, the Transferor Company 2 shall issue notices, if so required by the Transferee Company, and in such form as the Transferee Company may deem fit and proper, stating that pursuant to the Tribunals having sanctioned this Scheme under Sections 230 to 232 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the Person entitled thereto, to the end and intent that the right of the Transferor Company 2 to recover or realise the same stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes. Notwithstanding anything contained in this clause, it being clarified that the notices referred to hereinabove are for information purposes only and the same shall not affect the transfer of the assets pursuant to the Scheme.

- 15.5. Upon the Scheme coming into effect and with effect from the Appointed Date, all immovable property (including but not limited to freehold and leasehold properties, and any work-in-progress) of the Transferor Company 2, and any document of title, rights, interest and easements in relation thereto shall stand transferred to and be vested in the Transferee Company, as a successor of the Transferor Company 2, without any act or deed to be done or executed by the Transferor Company 2 and/or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay appropriate rent, rates, taxes and charges and fulfil all obligations, in relation to or applicable to all such immovable properties. The mutation and/or substitution of the title to the immovable properties shall be made and duly recorded in the name of the Transferee Company by the appropriate Governmental Authorities and third parties pursuant to the sanction of the Scheme by the Tribunals and upon the Scheme becoming effective in accordance with the terms hereof without any further act or deed to be done or executed by the Transferor Company 2 and/or the Transferee Company. It is clarified that the Transferee Company shall be entitled to engage in such correspondence and make such representations as may be necessary for the purposes of the aforesaid mutation and/or substitution pending sanction of the Scheme. It is further clarified that upon the Scheme coming into effect, the Residential Township Agreement shall be cancelled and cease to operate, and the subject matter of the contract (including the land, buildings and any work-in-progress) be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company.
- 15.6. Upon coming into effect of the Scheme and with effect from the Appointed Date, all Transferor Company 2 Liabilities, and duties and obligations of the Transferor Company 2, as on or after the Appointed Date whether provided for or not in the books of accounts of the Transferor Company 2, and all other Transferor Company 2 Liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date shall, pursuant to the Tribunal Order(s) or such other Governmental Authority as may be applicable under the provisions of the Act, without any further act or deed, be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become as from the Appointed Date the Transferor Company 2 Liabilities, duties and obligations of the Transferee Company 2 on the same terms and conditions as were applicable to the Transferor Company 2.
- 15.7. Without prejudice to the above provisions, upon the Scheme coming into effect and with effect from the Appointed Date, all inter-party transactions between the Transferor Company 2 and the Transferee Company shall be considered as intra-party transactions for all purposes. For the avoidance of doubt, it is clarified that upon the Scheme coming into effect and with effect from the Appointed Date, to the extent there are inter-corporate loans, deposits, obligations, balances or other outstanding as between the Transferor Company 2 inter-se and/or the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be.



- 15.8. Without prejudice to the above provisions, upon the Scheme coming into effect and with effect from the Appointed Date, all inter-se contracts solely between the Transferor Company 2 and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company. With effect from the Appointed Date, there will be no accrual of income or expense on account of any transactions, including inter-alia any transactions in the nature of sale or transfer of any goods, materials or services, between the Transferor Company 2 and the Transferee Company. For avoidance of doubt, it is hereby clarified that with effect from the Appointed Date, there will be no accrual of interest or other charges in respect of any inter se loans, deposits or balances between the Transferor Company 2 and the Transferee Company. It is clarified that upon the Scheme coming into effect and with effect from the Appointed Date, all lease agreements and sub-lease agreements entered into between the Transferor Company 2 and the Transferee Company shall be cancelled and shall be deemed to be cancelled without any further application, act or deed.
- 15.9. Without prejudice to the above provisions, upon the Scheme coming into effect and with effect from the Appointed Date, all debentures, bonds, notes or other debt securities and other instruments of like nature (whether convertible into equity shares or not, including compulsorily convertible debentures and optionally convertible debentures) issued by Transferor Company 2 shall, pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act, without any further act, instrument or deed, become the debt securities of the Transferee Company on the same terms and conditions except to the extent modified under the provisions of this Scheme and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or be deemed to have been transferred to and vested in and shall be exercised by or against the Transferee Company as if it was the issuer of such debt securities, so transferred and vested. If such debt securities are listed on any stock exchange, the same shall, subject to applicable law and regulations, be listed and/or admitted to trading on the relevant stock exchanges in India where the debt securities were listed and/or admitted to trading, on the same terms and conditions, subject to the requirements, if any, imposed by the stock exchanges, unless otherwise modified in accordance with Applicable Law. Provided that all such debt securities and instruments issued by the Transferor Company 2 so transferred and vested in the Transferee Company, and held by the Transferee Company, shall be cancelled and shall be deemed to be cancelled without any further application, act or deed.
- 15.10. Upon coming into effect of the Scheme, all taxes (including but not limited to income tax, sales tax, excise duty, service tax, VAT, GST) paid or payable by the Transferor Company 2 in respect of their respective operations and/or the profits of businesses, on account of the Transferor Company 2 and, in so far as it relates to tax payment whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company 2 in respect of the operations and/or the profits of the business after the Appointed Date shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.
- 15.11. Upon coming into effect of the Scheme, all the profits or income, taxes (including any carry forward accumulated losses, unabsorbed depreciation, advance tax, tax deducted at source, foreign tax credit and MAT credit) or any costs, charges, expenditure accruing or arising to the Transferor Company 2 or expenditure or losses arising or incurred or suffered by the Transferor Company 2 shall for all purposes be treated and deemed to be and accrue from the Appointed Date as the profits or income, taxes (including any carry forward of accumulated tax losses, unabsorbed depreciation, advance tax, tax deducted at source, foreign tax credit, MAT credit), costs, charges, expenditure or losses of the Transferee Company, as the case may be.
- 15.12. For avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon coming into effect of this Scheme and with effect from the Appointed Date, in accordance with the provisions of relevant Laws, consents, approvals, permissions, licenses, registrations, certificates, grants, concessions, authorities (including for the operation of bank accounts and demat accounts), powers of attorneys given by, issued to or executed in favour of the Transferor Company 2, and the rights

and benefits and liabilities under the same shall, in so far as they relate to the Transferor Company 2 and all quality certifications and approvals, permits, quotas, rights, entitlements, tenancies, immovable properties, patents and domain names, copyrights, brands, trade secrets, product registrations and other intellectual and industrial property and all other interests relating to the goods or services being dealt with by the Transferor Company 2, shall without any further act or deed be transferred to and vested in the Transferee Company under the same terms and conditions as were applicable to the Transferor Company 2 immediately prior to the coming into effect of this Scheme. In so far as the various incentives, sales tax, deferral benefits, subsidies (including applications for subsidies), available tax credits (including MAT credit, if any), rehabilitation schemes, grants, permissions, approvals, sanctions, remissions, special reservations, income tax benefits and exemptions, all tax holiday including but not limited to benefit under Chapter VIA of the IT Act, including its continued benefits, incentives, exemptions, concessions and other benefits or privileges, concessions, special status and other benefits or privileges enjoyed, granted by any Person (including any Governmental Authority), or availed of or to be availed of by the Transferor Company 2 is concerned, the same shall, without any further act or deed, in so far as they relate to the Transferor Company 2, vest with and be available to the Transferee Company on the same terms and conditions as were applicable immediately prior to the coming into effect of this Scheme. The Transferee Company may apply for the endorsement of the Governmental Authorities as may be required under Applicable Law and shall file the relevant intimations, if any, for the record of the Governmental Authorities who shall take them on file, pursuant to the Scheme coming into effect.

- 15.13. For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; (ii) uninterrupted transfer of the relevant consents, approvals, patents, permissions, licenses, registrations, certificates etc.; and (iii) continued vesting of the benefits, exemptions available to the Transferor Company 2 in favour of the Transferee Company, the Board of Directors of the Transferor Company 2 and the Transferee Company shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable and the same shall be considered as giving effect to the Tribunal Order(s) and shall be considered as an integral part of this Scheme. Further, the Transferee Company shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable, on behalf of the Transferor Company 2 and to carry out or perform all such formalities or compliance required for the purpose of implementation of the provisions of the Scheme.
- 15.14. On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts, demat accounts, if any, of the Transferor Company 2 and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Transferor Company 2 in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company 2 to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.
- 15.15. For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that with effect from the Effective Date and till such times the name of the bank accounts of the Transferor Company 2 would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company 2 in the name of the Transferor Company 2 in so far as may be necessary. All cheques and other negotiable instruments, deposit slips, payment orders received or presented for encashment which are in the name of the Transferor Company 2 after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of Transferor Company 2 by the Transferee Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company 2. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company 2 in relation to cheques and other

negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company 2 shall be instituted, or as the case may be, continued, by or against, the Transferee Company after the coming into effect of the Scheme.

## **16. COMPLIANCE WITH TAX LAWS**

- 16.1. The provisions of Part III of this Scheme are intended to comply with the conditions relating to Amalgamation as specified under Section 2(1B) of the IT Act. If, at a later date, any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the IT Act, including as a result of an amendment of Law or the enactment of a new legislation or for any other reason whatsoever, the provisions of Section 2(1B) of the IT Act, or a corresponding provision of any amended or newly enacted Law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act. Such modification(s) will, however, not affect the other parts of the Scheme. Such modification(s), if necessary, shall be made in accordance with Clause 29.
- 16.2. Upon the Scheme becoming effective, the Transferee Company shall have the right to revise their respective tax returns along with prescribed forms, filings and annexures under the IT Act, and laws in relation to the GST, central sales tax, applicable State VAT, entry tax, service tax, excise duty and other tax laws, and to claim refunds and/or credit for taxes paid (including advance tax, self-assessment tax, tax deducted at source, MAT, foreign tax credit, dividend distribution tax, wealth tax, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.
- 16.3. All tax assessment/adjudication proceedings/ appeals of whatsoever nature by or against the Transferor Company 2 pending and/or arising at the Appointed Date and relating to the Transferor Company 2 shall be continued and/or enforced until the Effective Date by the Transferor Company 2. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company 2.
- 16.4. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company 2 with the Transferee Company or anything contained in the Scheme.
- 16.5. Any refund, under the IT Act, and laws in relation to service tax, excise duty, central sales tax, applicable state VAT, entry tax, customs, foreign trade policy, GST, State industrial and incentive policies and schemes or other applicable laws or regulations dealing with taxes or duties or levies due to Transferor Company 2 consequent to the assessment made on Transferor Company 2 (including any refund for which no credit is taken in the accounts of the Transferor Company 2) as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company upon this Scheme becoming effective.
- 16.6. The tax payments (including, without limitation income tax, dividend distribution tax, service tax, excise duty, central sales tax, applicable state VAT, entry tax, customs, GST etc.) whether by way of tax deducted at source, advance tax or otherwise howsoever, by the Transferor Company 2 after the Appointed Date, shall be deemed to be paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 16.7. Further, any tax deducted at source by Transferor Company 2 or the Transferee Company on transactions with the Transferee Company or the Transferor Company 2, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 16.8. Upon the Scheme coming into effect, any obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company 2 shall be made or deemed to have been made and duly complied with by the Transferee Company.

- 16.9. All intangible assets (including but not limited to goodwill) belonging to but not recorded in the books of account of the Transferor Company 2 and all intangible assets (including but not limited to goodwill) arising or recorded in the process of the amalgamation in books of account of Transferee Company shall, for all purposes, be regarded as an intangible asset in terms of Explanation 3(b) to Section 32(1) of the IT Act, and Transferee Company shall be eligible for depreciation on the same at the prescribed rates.
- 16.10. For the period after the Appointed Date, all tax holiday including but not limited to benefit under Chapter VIA of the IT Act, including its continued benefits, incentives, exemptions, concessions and other benefits or privileges enjoyed by the Transferor Company 2 granted by any government body, regulatory authority, local authority, by any other person or law or availed of by the Transferor Company 2, the same shall without any other further act or deed shall vest with and be available to the Transferee Company on the same terms and conditions.
- 16.11. Without prejudice to the generality of the above, all benefits, incentives, losses (including but not limited to book losses, tax losses), book unabsorbed depreciation, tax unabsorbed depreciation, credits (including, without limitation income tax, MAT, tax deducted at source, foreign tax credit, dividend distribution tax, wealth tax, service tax, excise duty, central sales tax, applicable state VAT, customs duty, foreign trade policy benefits, State industrial policy and incentive schemes, drawback, etc.) to which the Transferor Company 2 is entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company, upon this Scheme coming into effect.
- 16.12. Upon the coming into effect of this scheme, all tax compliances under any tax laws by the Transferor Company 2 on or after Appointed Date shall be deemed to be made by the Transferee Company.

## **17. LEGAL PROCEEDINGS**

- 17.1. If any suits, actions and proceedings of whatsoever nature (hereinafter referred to as the "Transferor Company 2 Proceedings") by or against the Transferor Company 2 are pending on the Effective Date, the same shall not abate / be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company 2 with the Transferee Company or anything contained in the Scheme, but on and from the Effective Date, the Transferor Company 2 Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company 2, in the absence of the Scheme.
- 17.2. It is clarified that until this Scheme comes into effect, the Transferor Company 2 shall in consultation with the Transferee Company continue and enforce the Transferor Company 2 Proceedings whether pending or initiated pending the coming into effect of this Scheme.

## **18. CONTRACTS, DEEDS, BONDS, APPROVALS AND OTHER INSTRUMENTS**

- 18.1. For avoidance of doubt and without prejudice to the generality of Clause 15 above, it is clarified that upon the coming into effect of this Scheme and with effect from the Appointed Date and without any further act of the parties, all memoranda of understanding, contracts, approvals, no objection certificates, rights, consents, permissions, quotas, deeds, bonds, agreements, arrangements, mortgages, indemnity, incentives, engagements, registrations, schemes, assurances, licenses, insurance policies and claims, guarantees, powers of attorney, authorities given by, issued to or executed in favour of the Transferor Company 2, quality certifications and approvals, trademarks, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other intellectual property and other interests relating to the Undertaking 2 and other instruments (including all tenancies, leases (other than leases entered into between the Transferor Company 2 and the Transferee Company), and other assurances in favour of the Transferor Company 2 or powers or authorities granted by or to it) of whatsoever nature to which the Transferor Company 2 is a party or to the benefit of which the Transferor Company 2 may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be transferred to and vested in the Transferee Company as if the same were

originally given by, issued to or executed in favour of the Transferee Company, and the rights and benefits under the same shall be available to the Transferee Company and, shall continue in full force and effect against or in favour of the Transferee Company as the case may be, under the same terms and conditions, and may be enforced as fully and effectually as if, instead of the Transferor Company 2, the Transferee Company had been a party or beneficiary or obligee or obligor thereto.

- 18.2. It is hereby clarified that by virtue of the provisions of the Scheme and pursuant to the Tribunal Order(s) sanctioning the Scheme, upon the Scheme coming into effect, all rights, services, obligations, liabilities, responsibilities undertaken by or in favour of the Transferor Company 2 under any contractual arrangements shall automatically stand transferred to and vested in and/ or shall be deemed to have been transferred to and vested in the Transferee Company and all benefits to which the Transferor Company 2 is entitled to shall be available to and vested in and/ or shall be deemed to have been available to and vested in the Transferee Company, as a successor-in-interest and the Transferee Company shall be entitled to deal with the same in place and stead of the Transferor Company 2, as if the same were originally performed or conferred upon or given or issued to or executed in favour of the Transferee Company, and the rights and benefits under the same will be available to the Transferee Company, without any further act or deed. The Transferee Company shall discharge its obligation in respect of the services to be performed/ provided or in respect of payment of service charges under any contractual arrangements instead of the Transferor Company 2.
- 18.3. Without prejudice to the above, the Transferee Company shall, if so desirable or required or as may be necessary, upon the coming into effect of this Scheme and with effect from the Appointed Date, issue writings to the extent that the Transferor Company 2 is required prior to the Effective Date to issue such writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company 2, as the case may be. Further, the Transferee Company shall be deemed to be authorized to issue any such writings or confirmations on behalf of the Transferor Company 2 and to implement or carry out all formalities required on the part of the Transferor Company 2.
- 18.4. Without prejudice to the above, it is further clarified that with respect to approvals, permissions, licenses, registrations, consents that may require amendment for the purpose of giving effect to this Scheme and to ensure that there is no change in the entitlements otherwise available to the Transferor Company 2 in the absence of this Scheme, the Transferee Company shall be permitted to use the name and approvals, permissions, licenses, registrations, consents of the Transferor Company 2 till such approvals, permissions, licenses, registrations, consents are so amended and updated, so as to enable the Transferee Company to continue to avail the entitlements otherwise available to the Transferor Company 2.

## **19. SAVING OF CONCLUDED TRANSACTIONS**

- 19.1. The transfer of the assets and liabilities of the Transferor Company 2 under Clause 15 above, the continuance of Transferor Company 2 Proceedings under Clause 17 above and the effectiveness of contracts, deeds, bonds, approvals and other instruments under Clause 18 above, shall not affect any transaction or Transferor Company 2 Proceedings already concluded by the Transferor Company 2 on or before 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 2 in respect thereto, as if done and executed on its behalf.

## **20. EMPLOYEES**

- 20.1. Upon the coming into effect of this Scheme, all the employees of Transferor Company 2, if any, who are in service on the date immediately preceding the date on which the Scheme finally takes effect, (i.e. the Effective Date) shall on and from the Effective Date, shall become the employees of the Transferee Company without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions than those on which they are engaged by the Transferor Company immediately preceding the Effective Date.

- 20.2. Transferee Company agrees that the service of all employees of the Transferor Company 2, if any, immediately prior to the coming into effect of this Scheme shall be taken into account from the date of their respective appointment with the Transferor Company 2 for the purposes of all retirement benefits to which they may be eligible in Transferee Company immediately prior to the coming into effect of this Scheme. Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, gratuity or other terminal benefits, such past service with Transferor Company 2, shall also be taken into account and agrees and undertakes to pay the same as and when payable.
- 20.3. Upon the coming into effect of this Scheme, the Transferee Company shall make all the necessary contributions for such transferred employees and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. Transferee Company will also file relevant intimations to the Governmental Authorities concerned who shall take the same on record and substitute the name of the Transferor Company 2 for the Transferee Company.
- 20.4. In so far as the existing provident fund, gratuity fund and pension and /or superannuation fund/trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by Transferor Company 2 for employees, shall be transferred to the necessary funds, schemes or trusts of Transferee Company and till the time such necessary funds, schemes or trusts are created by Transferee Company, all contribution shall continue to be made to the existing funds, schemes or trusts of Transferor Company 2.

## **21. CONDUCT OF BUSINESS TILL EFFECTIVE DATE**

- 21.1. With effect from the Appointed Date and up to and including the Effective Date:
  - 21.1.1. The Transferor Company 2 shall be deemed to have been carrying on and shall carry on its businesses and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all of the assets of the Transferor Company 2 for and on account of, and in trust for, the Transferee Company. The Transferor Company 2 hereby undertake to hold the said assets with utmost prudence until the Effective Date.
  - 21.1.2. The Transferor Company 2 shall carry on its businesses and activities with reasonable diligence, business prudence and shall not, without the prior written consent of the Transferee Company, venture into new businesses, invest in shares, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the undertaking or any part thereof, except in the ordinary course of business.
  - 21.1.3. All the profits or income, taxes (including any carry forward accumulated losses, unabsorbed depreciation, advance tax, tax deducted at source, foreign tax credit and MAT credit) or any costs, charges, expenditure accruing to the Transferor Company 2 or expenditure or losses arising or incurred or suffered by the Transferor Company 2 shall for all purpose be treated and be deemed to be and accrue as the profits, taxes, incomes, costs, charges, expenditure or losses of the Transferee Company, as the case may be, and will be available to the Transferee Company for being disposed of in any manner as it thinks fit, post the Effective Date.
  - 21.1.4. The Transferor Company 2 shall not without prior written consent of the Transferee Company undertake any new business.
  - 21.1.5. The Transferor Company 2 shall not take any major policy decisions in respect of its management and for its business and shall not change its present capital structure without the prior written consent of the Transferee Company.

## **22. DISSOLUTION OF THE TRANSFEROR COMPANY 2**

- 22.1. On the Scheme becoming effective, the Transferor Company 2 shall be dissolved without being wound up without any further act by the parties.
- 22.2. On and with effect from the Effective Date, the name of the Transferor Company 2 shall be struck off from the records of the RoC. The Transferee Company shall make all necessary filings in this regard.

- 22.3. Any obligations or steps which need to be undertaken by the Transferor Company 2 pursuant to the sanction of this Scheme shall be fulfilled by the Transferee Company.

### **23. CONSIDERATION**

- 23.1. As the Transferor Company 2 is a wholly-owned subsidiary of the Transferee Company, no consideration shall be payable pursuant to the amalgamation of Transferor Company 2 into the Transferee Company, and the equity shares held by the Transferee Company on its own and by the Transferee Company together with its nominees in Transferor Company 2 shall stand cancelled without any further act, application or deed.

### **24. ACCOUNTING TREATMENT**

- 24.1. Notwithstanding any other provisions of this Scheme, the amalgamation of the Transferor Company 2 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 Indian Accounting Standard (Ind AS) 103 (Business Combination) prescribed under Section 133 of the Companies Act, 2013, which is applicable to the Transferee Company since this is a common control business combination.

### **25. VALIDITY OF EXISTING RESOLUTIONS, ETC.**

- 25.1. Upon the coming into effect of the Scheme and with effect from the Appointed Date, the resolutions of the Board of Directors of Transferor Company 2, including resolutions of any committees authorized by and comprising inter alia of members of the Board of Directors of Transferor Company 2, as are considered necessary by the Board of Directors of Transferee Company and which are validly subsisting, shall be considered as resolutions of Transferee Company.
- 25.2. With effect from the Effective Date, the security creation, borrowing and investment limits of the Transferee Company under the Act shall be deemed without any further act or deed to have been enhanced by the security creation, borrowing and investment limits of the Transferor Company 2, such limits being incremental to the existing limits of the Transferee Company.
- 25.3. Any corporate approvals obtained by the Transferor Company 2, whether for purposes of compliance or otherwise, shall stand transferred to the Transferee Company and such corporate approvals and compliance shall be deemed to have been obtained and complied with by the Transferee Company.

## **PART IV**

### **26. CONSOLIDATION OF AUTHORISED SHARE CAPITAL**

- 26.1. As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorized share capital of the Transferor Companies shall be deemed to be combined with the authorized share capital of the Transferee Company, without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to the RoC and the stamp duty and fees paid by the Transferor Companies on their authorized share capital shall be set-off against any stamp duty and fees payable by the Transferee Company on any increase in the authorized share capital of the Transferee Company pursuant to the Scheme.
- 26.2. It is clarified that the approval of the Scheme by the members of the Transferee Company shall be deemed approval of the alteration of the memorandum and articles of association of the Transferee Company as required under Sections 13, 14, 61, 64 and other applicable provisions of the Act, and Clauses IV and V of the memorandum of association of the Transferee Company and Article 3 of the articles of association of the Transferee Company shall respectively stand substituted by virtue of the Scheme to read as follows:
- 26.2.1. Clause IV of the memorandum of association of the Transferee Company shall stand substituted by virtue of the Scheme to be read as follows:

“IV. The liability of the members is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.”

26.2.2. Clause V of the memorandum of association of the Transferee Company shall stand substituted by virtue of the Scheme to be read as follows:

“V. The authorised Share Capital of the Company is Rs. 90,00,68,00,000/- (Rupees Nine Thousand Crore and Sixty Eight Lakhs only) divided into 800,06,80,000 (Eight Hundred Crore and Six Lakh Eighty Thousand) Equity Shares of Rs.10/- each and 100,00,00,000 (One Hundred Crore) Preference Shares of Rs. 10 each.”

26.2.3. Article 3 of the articles of association of the Transferee Company shall stand substituted by virtue of the Scheme to be read as follows:

“3. The authorised Share Capital of the Company is Rs. 90,00,68,00,000/- (Rupees Nine Thousand Crore and Sixty Eight Lakhs only) divided into 800,06,80,000 (Eight Hundred Crore and Six Lakh Eighty Thousand) Equity Shares of Rs.10/- each and 100,00,00,000 (One Hundred Crore) Preference Shares of Rs. 10 each, with the power to increase or reduce the same in accordance with the provisions of the Companies Act, 2013.”

26.3. For the avoidance of doubt, it is hereby clarified that if the authorized share capital of the Transferor Company 1, Transferor Company 2 or the Transferee Company undergoes any change, either as a consequence of any corporate action or otherwise, then this Clause 26 shall automatically stand modified to take into account the effect of such change.

## **27. AMENDMENT TO THE MEMORANDUM OF ASSOCIATION OF THE TRANSFEE COMPANY**

27.1. In order to carry on the activities currently being carried on by the Transferor Company 1 and Transferor Company 2 respectively, upon coming into effect of the Scheme, the main objects in the memorandum of association of the Transferor Company 1 and Transferor Company 2 shall be added to the matters which are necessary for furtherance of the objects of the memorandum of association of the Transferee Company, to the extent such objects are not already covered by those of the Transferee Company. The objects clause as set out in Schedule I shall be added to the memorandum of association of the Transferee Company and the memorandum of association of the Transferee Company shall be further reformatted as per the applicable provisions of the Companies Act, 2013.

27.2. Upon the approval of the Scheme by the members of the Transferor Company 1, Transferor Company 2 and Transferee Company respectively pursuant to Section 230 - 232 of the Act, it shall be deemed that the members of the Transferee Company have also resolved and accorded all relevant consents under Section 13 of the Act or any other provisions of the Act for the commencement of any business or activities currently being carried on by Transferor Company 1 and Transferor Company 2 in relation to any of the objects contained in the memorandum of association of the Transferee Company, to the extent the same may be considered applicable. In particular, the Transferee Company would be allowed to commence the new business added as above. It is clarified that there will be no need to pass a separate shareholders' resolution as required under Section 13 of the Act.

## **28. APPLICATIONS TO THE NCLT**

28.1. The Transferor Companies and the Transferee Company shall, with all reasonable dispatch, make applications (as may be applicable) to the National Company Law Tribunal, Ahmedabad Bench for sanctioning this Scheme under Sections 230 to 232 of the Act for an order or orders thereof for carrying this Scheme into effect and for dissolution of the Transferor Companies without winding up.

28.2. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any Law for such Governmental Approvals which the Transferee Company may require to own the Undertakings of the Transferor Companies and to carry on the business of the Transferor Companies.



## **29. MODIFICATIONS / AMENDMENTS TO THE SCHEME**

- 29.1. Subject to the approval of Tribunals, the Transferor Companies and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee of the Board or persons, may consent, to any modifications or amendments of the Scheme or to any conditions or limitations that the Tribunals or any other Governmental Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the Tribunals or such other Governmental Authority for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme, whether in pursuance of a change in Law or otherwise. The Transferor Companies and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, shall be authorized to take all such steps as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.
- 29.2. For the purpose of giving effect to this Scheme or to any modification or amendments thereof or additions thereto, the delegate(s) and/ or Directors of Transferor Companies and the Transferee Company may give and are hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

## **30. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS**

- 30.1. The transfer of the Undertaking 1 and Undertaking 2 to the Transferee Company is and shall be conditional upon and subject to the following approvals, sanctions, orders and consents:
  - 30.1.1. The Scheme being approved by the various classes of shareholders and/or creditors (where applicable) of the Transferor Companies and the Transferee Company as may be directed by the Tribunals, as required under Applicable Law.
  - 30.1.2. Sanctions and Tribunal Order(s) under the provisions of Section 230 read with Section 232 of the Act being obtained by each of the Transferor Companies and the Transferee Company from the Tribunals.
  - 30.1.3. The certified/ authenticated copies of the Tribunal Order(s) sanctioning the Scheme being filed with the RoC by the Transferor Companies and the Transferee Company.
  - 30.1.4. Receipt of any other Governmental Approval to the transfer of the Undertaking 1 and/or Undertaking 2 and/or the Scheme, if required under Applicable Law.

## **31. EFFECT OF NON-RECEIPT OF APPROVALS AND MATTERS RELATING TO REVOCATION AND WITHDRAWAL OF THE SCHEME**

- 31.1. In the event of any of the said approvals or conditions referred to in Clause 30 above not being obtained and/ or complied with and/or satisfied and/or the Scheme not being sanctioned by the Tribunals and/ or Tribunal Order(s) not being passed as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect. The Transferor Companies and the Transferee Company shall, in such event, inter se bear and pay their respective costs, charges, expenses in connection with the Scheme.
- 31.2. In the event of revocation under Clause 31.1, no rights and liabilities whatsoever shall accrue to or be incurred inter se to the Transferor Companies 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 as is specifically provided in the Scheme or in accordance with the Applicable Laws and in such case, each company shall bear its own costs unless otherwise mutually agreed.

31.3. The Board of Directors of the Transferor Companies and the Transferee Company shall be entitled to withdraw this Scheme prior to the Effective Date.

31.4. The Board of Directors of the Transferor Companies and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme with effect from the Appointed Date could have adverse implications on the combined entity post-amalgamation.

### **32. SEVERABILITY**

32.1. If any provisions or part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the mutual agreement of Transferor Company 1, Transferor Company 2 and Transferee Company in writing, affect the validity or implementation of the other parts and/or provisions of this Scheme.

### **33. COSTS**

33.1. All past, present and future costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Companies and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme or implementation thereof and matters incidental thereto, shall be borne by the Transferee Company, till the Effective Date. It is further clarified that any costs arising or accruing to the Transferor Companies in carrying out and implementing this Scheme or implementation thereof and matters incidental thereto, as on or after the Effective Date, shall for all purpose be treated and be deemed to be arising or accruing as costs of the Transferee Company.

### **34. NO CAUSE OF ACTION**

34.1. No third party claiming to have acted or changed his position in anticipation of this Scheme taking effect, shall get any cause of action against the Transferor Companies or the Transferee Company or their directors or officers, if the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.

## SCHEDULE I

The following object clauses shall be added to the matters set out in Clause 3-B of the memorandum of association of the Transferee Company which are necessary for furtherance of the objects specified in Clause 3-A of the memorandum of association of the Transferee Company:

- 1) To carry on the business of development of properties of lands flats, maisonettes, dwelling houses, shops, offices, Industrial Estates, lessees of lands, flats and other immovable properties and for these purposes to purchase, take on lease, or otherwise acquire and hold any lands or buildings of any tenure or description wherever situate, or rights or interest therein or connected therewith, to repair building sites and to construct, reconstruct, pull down, alter, improve, decorate and furnish and maintain flats, maisonettes, dwelling houses, shops, office buildings, industrial estates, works and conveniences of all kinds, to let on hire properties owned by the Company or otherwise, to operate business centres, to lay out roads and pleasure gardens and recreation grounds, to plant drain or otherwise improve the land or any period, whether belonging to the Company or not and at such rent and on such conditions as they shall think fit, to collect rents and income thereof and to act as estate agents and contractors.
- 2) To promote and float and work as promoters of cooperating Housing Societies, Industrial Housing Societies, Industrial Estates and any other societies or any type of organisations, and to construct or build for such societies, buildings, houses, Industrial Estate, or any other type of Construction Works.
- 3) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from- time to time determined.
- 4) To establish and or support or to aid in the establishment or support of and to make donation or subscription to or to subsidise any whatsoever association, fund, institution, place of worship, school, society or any other body or party having or for any objects or purposes whatsoever.
- 5) To appoint any persons (whether incorporated or not) to accept and hold in trust for the company any property belonging to the Company or in which it is interested and for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trustee or trustees.
- 6) To subscribe for, take, purchase or otherwise acquire and hold shares, debentures, debenture-stock, or other interest in or securities of any other company, having objects altogether or in part similar to those of this Company.



**NKR & CO**  
CHARTERED ACCOUNTANTS

A/17-18, Everest Building, Tardeo Road,  
Tardeo, Mumbai - 400 034  
Tel : 2351 5414 Fax : 2351 5527  
E-mail: contact@nkrco.net  
Website : www.nkrco.in

**Certificate from Independent Chartered Accountant**

To,  
The Board of Directors,  
Nayara Energy Limited (Formerly Essar Oil Limited),  
Khambhalia, Post Box No. 24,  
District Devbhumi Dwarka,  
Gujarat 361305

We, N K R & CO, Chartered Accountants (firm registration number 127820W), at the request of the management of Nayara Energy Limited (Formerly Essar Oil Limited) , having its registered office at Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305, India, have examined the proposed Scheme of Amalgamation of Vadinar Power Company Limited ("the Transferor Company 1") and Nayara Energy Properties Limited (Formerly Vadinar Properties Limited) ("the Transferor Company 2") with Nayara Energy Limited (Formerly Essar Oil Limited) ("the Transferee Company" or "the Company") ("the Scheme") in terms of the provisions of sections 230 to 232 and other applicable provisions of the Companies Act, 2013 with reference to issue of shares by the Company to the shareholders of the Transferor Company 1 and the Transferor Company 2 (together as "Transferor Companies") on conclusion of the amalgamation process proposed in the Scheme.

As stated in para 12 of the Scheme, Transferor Company 1 is a wholly-owned subsidiary of the Company, therefore no consideration shall be payable pursuant to the amalgamation of the Transferor Company 1 into the Company, and the equity shares and preference shares (including cumulative convertible participating preference shares) held by the Company on its own and by the Company together with its nominees in the Transferor Company 1 shall stand cancelled. Similarly, as stated in para 15.9 and para 23 of the Scheme, Transferor Company 2 is a wholly-owned subsidiary of the Company, therefore no consideration shall be payable pursuant to the amalgamation of the Transferor Company 2 into the Company, and the equity shares and fully Convertible Debentures held by the Company on its own and by the Company together with its nominees in the Transferee Company 2 shall stand cancelled. The relevant portion of the Scheme is enclosed for the purpose of identification.

The responsibility for the preparation of the Scheme and its compliance with the relevant laws and regulations and obtaining requisite approvals from the lenders etc. is that of the Board of the Directors of the Companies involved.

Our responsibility is only to examine and report whether the Company is required to issue any shares to the shareholders of the Transferor Companies pursuant to the terms of the Scheme. Nothing contained in this Certificate, nor anything said or done in the course of, or in connection with the services that are subject to this Certificate, will extend to any matter other than what has been covered in this para as our responsibility. We carried out our examination in accordance with the Guidance Note on Audit Reports and Certificates for Special Purposes, issued by the Institute of Chartered Accountants of India.



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Tel : 2204 0356

618, Swagat Business Hub,  
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ONGC Cross Roads, Ichhapore,  
Surat - 394 510

Door No. 2-5-16,  
Sriranga Nilayam,  
Juvvalapalem Road,  
Bhimavaram - 534 202  
Tel : 08816 230 388

Based on what have been stated in previous paragraph, on our examination and according to the information and explanations given to us, we confirm that the Transferor Companies are wholly owned subsidiaries of the Company as on the date of this Certificate and accordingly, on amalgamation of the Transferor Companies with the Company, no shares will be issued by the Company to the shareholders of the Transferor Companies (i.e. the Company itself).

This Certificate is issued at the request of the Company pursuant to requirements of provisions of sections 230 to 232 of the Companies Act, 2013 with respect to the amalgamation of wholly owned Transferor Companies into the Company. This Certificate should not be used for any other purpose without our prior written consent.

**For N K R & CO**  
Chartered Accountants  
Firm Registration Number:127820W

*Mahadik*

K. M. Mahadik  
Partner  
Membership Number: 48453



Place: Mumbai  
Date: June 6, 2018

**NKR & CO**

CHARTERED ACCOUNTANTS

A/17-18, Everest Building, Tardeo Road,  
Tardeo, Mumbai - 400 034  
Tel : 2351 5414 Fax : 2351 5527  
E-mail: contact@nkrco.net  
Website : www.nkrco.in

### Certificate from Independent Chartered Accountant

To,  
The Board of Directors,  
Vadinar Power Company Limited,  
Administration Building, Refinery Site, 39 KM,  
Jamnagar-Okha Highway, Vadinar,  
District Devbhumi Dwarka, Gujarat 361305

We, N K R & CO, Chartered Accountants (firm registration number 127820W), at the request of the management of Vadinar Power Company Limited, having its registered office at Administration Building, Refinery Site, 39 Km, Jamnagar-Okha Highway, Vadinar, District Devbhumi Dwarka Gujarat 361305, have examined the proposed Scheme of Amalgamation of Vadinar Power Company Limited (**"the Transferor Company 1"**) and Nayara Energy Properties Limited (Formerly Vadinar Properties Limited) (**"the Transferor Company 2"**) with Nayara Energy Limited (Formerly Essar Oil Limited) (**"the Transferee Company"** or **"the Company"**) (**"the Scheme"**) in terms of the provisions of sections 230 to 232 and other applicable provisions of the Companies Act, 2013 with reference to issue of shares by the Company to the shareholders of the Transferor Company 1 and the Transferor Company 2 (together as **"Transferor Companies"**) on conclusion of the amalgamation process proposed in the Scheme.

As stated in para 12 of the Scheme, Transferor Company 1 is a wholly-owned subsidiary of the Company, therefore no consideration shall be payable pursuant to the amalgamation of the Transferor Company 1 into the Company, and the equity shares and preference shares (including cumulative convertible participating preference shares) held by the Company on its own and by the Company together with its nominees in the Transferor Company 1 shall stand cancelled. Similarly, as stated in para 15.9 and para 23 of the Scheme, Transferor Company 2 is a wholly-owned subsidiary of the Company, therefore no consideration shall be payable pursuant to the amalgamation of the Transferor Company 2 into the Company, and the equity shares and fully Convertible Debentures held by the Company on its own and by the Company together with its nominees in the Transferee Company 2 shall stand cancelled. The relevant portion of the Scheme is enclosed for the purpose of identification.

The responsibility for the preparation of the Scheme and its compliance with the relevant laws and regulations and obtaining requisite approvals from the lenders etc. is that of the Board of the Directors of the Companies involved.

Our responsibility is only to examine and report whether the Company is required to issue any shares to the shareholders of the Transferor Companies pursuant to the terms of the Scheme. Nothing contained in this Certificate, nor anything said or done in the course of, or in connection with the services that are subject to this Certificate, will extend to any matter other than what has been covered in this para as our responsibility. We carried out our examination



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618, Swagat Business Hub,  
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Surat - 394 510

Door No. 2-5-16,  
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Juvvalapalem Road,  
Bhimavaram - 534 202  
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in accordance with the Guidance Note on Audit Reports and Certificates for Special Purposes, issued by the Institute of Chartered Accountants of India.

Based on what have been stated in previous paragraph, on our examination and according to the information and explanations given to us, we confirm that the Transferor Companies are wholly owned subsidiaries of the Company as on the date of this Certificate and accordingly, on amalgamation of the Transferor Companies with the Company, no shares will be issued by the Company to the shareholders of the Transferor Companies (i.e. the Company itself).

This Certificate is issued at the request of the Company pursuant to requirements of provisions of sections 230 to 232 of the Companies Act, 2013 with respect to the amalgamation of wholly owned Transferor Companies into the Company. This Certificate should not be used for any other purpose without our prior written consent.

**For N K R & CO**  
Chartered Accountants  
Firm Registration Number:127820W

*K. M. Mahadik*



K. M. Mahadik  
Partner  
Membership Number: 48453

Place: Mumbai  
Date: June 6, 2018

**NKR & CO**

CHARTERED ACCOUNTANTS

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### Certificate from Independent Chartered Accountant

To,  
The Board of Directors,  
Nayara Energy Properties Limited (Formerly Vadinar Properties Limited),  
Khambhalia, Post Box No. 24,  
District Devbhumi Dwarka,  
Gujarat 361305

We, N K R & CO, Chartered Accountants (firm registration number 127820W), at the request of the management of Nayara Energy Properties Limited (Formerly Vadinar Properties Limited), having its registered office at Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305, India, have examined the proposed Scheme of Amalgamation of Vadinar Power Company Limited ("the Transferor Company 1") and Nayara Energy Properties Limited (Formerly Vadinar Properties Limited) ("the Transferor Company 2") with Nayara Energy Limited (Formerly Essar Oil Limited) ("the Transferee Company" or "the Company") ("the Scheme") in terms of the provisions of sections 230 to 232 and other applicable provisions of the Companies Act, 2013 with reference to issue of shares by the Company to the shareholders of the Transferor Company 1 and the Transferor Company 2 (together as "Transferor Companies") on conclusion of the amalgamation process proposed in the Scheme.

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The responsibility for the preparation of the Scheme and its compliance with the relevant laws and regulations and obtaining requisite approvals from the lenders etc. is that of the Board of the Directors of the Companies involved.

Our responsibility is only to examine and report whether the Company is required to issue any shares to the shareholders of the Transferor Companies pursuant to the terms of the Scheme. Nothing contained in this Certificate, nor anything said or done in the course of, or in connection with the services that are subject to this Certificate, will extend to any matter other than what has been covered in this para as our responsibility. We carried out our examination



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in accordance with the Guidance Note on Audit Reports and Certificates for Special Purposes, issued by the Institute of Chartered Accountants of India.

Based on what have been stated in previous paragraph, on our examination and according to the information and explanations given to us, we confirm that the Transferor Companies are wholly owned subsidiaries of the Company as on the date of this Certificate and accordingly, on amalgamation of the Transferor Companies with the Company, no shares will be issued by the Company to the shareholders of the Transferor Companies (i.e. the Company itself).

This Certificate is issued at the request of the Company pursuant to requirements of provisions of sections 230 to 232 of the Companies Act, 2013 with respect to the amalgamation of wholly owned Transferor Companies into the Company. This Certificate should not be used for any other purpose without our prior written consent.

**For N K R & CO**  
Chartered Accountants  
Firm Registration Number:127820W

*Mahadik*



K. M. Mahadik  
Partner  
Membership Number: 48453

Place: Mumbai  
Date: June 6, 2018

<b>NAYARA ENERGY LIMITED (Formerly known as ESSAR OIL LIMITED)</b>			
<b>STANDALONE BALANCE SHEET AS AT MARCH 31, 2018</b>			
(₹ in crore)			
Particulars	Notes	As at March 31, 2018	As at March 31, 2017 (restated - refer note 23(d))
<b>ASSETS</b>			
1) <b>Non-current assets</b>			
(a) Property, plant and equipment	6A	37,624.76	38,835.60
(b) Capital work-in-progress		367.52	400.04
(c) Intangible assets	6B	32.90	28.28
(d) Financial assets			
(i) Investments	7	12,688.89	147.02
(ii) Other financial assets	8	595.86	6,873.49
(e) Other non-current assets	9	329.45	345.58
(f) Non-current tax assets (net)		345.94	303.00
2) <b>Current assets</b>			
(a) Inventories	10	7,305.31	6,985.62
(b) Financial assets			
(i) Investments	11	1,302.09	-
(ii) Trade receivables	12	2,927.03	17,464.91
(iii) Cash and cash equivalents	13	2,432.51	1,827.52
(iv) Bank balances other than (iii) above	14	1,010.10	1,539.23
(v) Loans	15	571.51	257.34
(vi) Other financial assets	16	703.90	9,104.27
(c) Other current assets	17	607.47	350.11
3) <b>Non-current assets held for Sale</b>	18	-	555.81
<b>TOTAL ASSETS</b>		<b>68,845.24</b>	<b>85,017.82</b>
<b>EQUITY AND LIABILITIES</b>			
<b>EQUITY</b>			
(a) Equity share capital	19	1,507.16	1,507.16
(b) Other equity	20	16,230.12	15,995.68
<b>LIABILITIES</b>			
1) <b>Non-current liabilities</b>			
(a) Financial liabilities			
(i) Borrowings	21	14,578.67	14,056.61
(ii) Other financial liabilities	22	247.35	217.11
(b) Deferred tax liabilities (net)	23	6,455.11	6,310.46
2) <b>Current liabilities</b>			
(a) Financial liabilities			
(i) Borrowings	24	7,339.05	10,151.66
(ii) Trade payables	25	17,197.10	26,159.05
(iii) Other financial liabilities	26	2,022.06	2,825.86
(b) Other current liabilities	27	3,207.53	7,762.13
(c) Provisions	28	53.23	24.63
(d) Current tax liabilities (net)		7.86	7.47
<b>TOTAL EQUITY AND LIABILITIES</b>		<b>68,845.24</b>	<b>85,017.82</b>
<b>See accompanying notes to the standalone financial statements</b>			
As per our report of even date	For and on behalf of the Board of Directors		
For S. R. Batliboi & Co. LLP Chartered Accountants Firm Registration No. 301003E/E300005	Andrew James Balgarnie Director DIN : 07692748	Charles Anthony Fountain Executive Chairman DIN : 07719852	
per Naman Agarwal Partner Membership No. 502405	Anup Vikal Chief Financial Officer	B. Anand Chief Executive Officer	
Mumbai, July 05, 2018	Mayank Bhargava Company Secretary		

**Note:** The detailed financial statements including the Schedules and Notes annexed thereto will be available for inspection at the Registered and the Corporate Office of the Company.

**NAYARA ENERGY LIMITED (Formerly known as ESSAR OIL LIMITED)**  
**STANDALONE STATEMENT OF PROFIT AND LOSS FOR THE YEAR ENDED MARCH 31, 2018**

(₹ in crore)

Particulars	Notes	For the year ended March 31, 2018	For the year ended March 31, 2017 {restated - refer note 23(d)}
<b>Continuing Operations</b>			
<b>Income</b>			
Revenue from operations	29	85,558.21	72,084.57
Other income	30	1,078.45	2,849.26
<b>Total Income</b>		<b>86,636.66</b>	<b>74,933.83</b>
<b>Expenses</b>			
Cost of raw materials consumed		49,378.41	41,965.75
Excise duty		14,696.81	11,215.52
Purchases of stock-in-trade (petroleum products)		10,863.09	7,888.52
Changes in inventory of finished goods, stock-in-trade and work-in-progress	31	(614.42)	(1,244.58)
Employee benefits expense	32	467.44	421.70
Finance costs	33	2,750.12	3,765.68
Depreciation and amortisation expense	6	1,403.09	1,680.99
Other expenses	34	5,222.48	3,499.24
<b>Total expenses</b>		<b>84,167.02</b>	<b>69,192.82</b>
<b>Profit before exceptional items and tax</b>		<b>2,469.64</b>	<b>5,741.01</b>
Exceptional items	39	1,814.56	5,251.19
<b>Profit before tax</b>		<b>655.08</b>	<b>489.82</b>
<b>Tax expense:</b>			
(a) Current tax expenses	23	112.20	-
(b) Current tax expenses - reversal of earlier years	23	-	(358.43)
(c) Deferred tax expenses	23	170.17	1,312.71
<b>Total tax expenses</b>		<b>282.37</b>	<b>954.28</b>
<b>Profit / (Loss) from continuing operations</b>		<b>372.71</b>	<b>(464.46)</b>
<b>Discontinued Operations</b>			
Loss from discontinued operations (after tax)	47	(92.27)	(2,208.49)
<b>Profit / (Loss) for the year</b>		<b>280.44</b>	<b>(2,672.95)</b>
<b>Other Comprehensive Income</b>			
A Items that will not be reclassified to profit and loss			
Remeasurement (losses) / gains on defined benefit plans		(1.00)	0.96
Income tax effect		(1.54)	1.47
		0.54	(0.51)
		(1.00)	0.96
B Items that will be reclassified to profit and loss			
Effective portion of (loss) / gain on cash flow hedges		(45.00)	230.32
Income tax effect		(61.96)	158.31
		22.05	(54.79)
		(39.91)	103.52
Foreign currency monetary item translation difference account		(8.02)	193.91
Income tax effect		2.93	(67.11)
		(5.09)	126.80
<b>Other Comprehensive (Loss) / Income for the year, net of tax</b>		<b>(46.00)</b>	<b>231.28</b>
<b>Total Comprehensive Income / (loss) for the year (comprising profit / (loss) and Other Comprehensive (Loss) / Income for the year)</b>		<b>234.44</b>	<b>(2,441.67)</b>



**NAYARA ENERGY LIMITED (Formerly known as ESSAR OIL LIMITED)**  
**STANDALONE STATEMENT OF PROFIT AND LOSS FOR THE YEAR ENDED MARCH 31, 2018**

(₹ in crore)

Particulars	Notes	For the year ended March 31, 2018	For the year ended March 31, 2017 {restated - refer note 23(d)}
<b>Earnings/(Loss) per share for continuing operations (Face value ₹ 10 per share)</b>			
(1) Basic (in ₹)	35	2.50	(3.19)
(2) Diluted (in ₹)		2.50	(3.19)
<b>Earnings/(Loss) per share for discontinued operations (Face value ₹ 10 per share)</b>			
(1) Basic (in ₹)	35	(0.62)	(15.17)
(2) Diluted (in ₹)		(0.62)	(15.17)
<b>Earnings/(Loss) per share (for continuing and discontinued operations) (Face value ₹ 10 per share)</b>			
(1) Basic (in ₹)	35	1.88	(18.36)
(2) Diluted (in ₹)		1.88	(18.36)

**See accompanying notes to the standalone financial statements**

As per our report of even date

For and on behalf of the Board of Directors

**For S. R. Batliboi & Co. LLP**  
Chartered Accountants  
Firm Registration No. 301003E/E300005

**Andrew James Balgarnie**  
Director  
DIN : 07692748

**Charles Anthony Fountain**  
Executive Chairman  
DIN : 07719852

**per Naman Agarwal**  
Partner  
Membership No. 502405

**Anup Vikal**  
Chief Financial Officer

**B. Anand**  
Chief Executive Officer


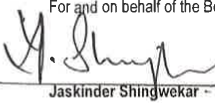





**Mayank Bhargava**  
Company Secretary

Mumbai, July 05, 2018

Mumbai, July 05, 2018



**Note:** The detailed financial statements including the Schedules and Notes annexed thereto will be available for inspection at the Registered and the Corporate Office of the Company.

<b>VADINAR POWER COMPANY LIMITED</b>				
<b>BALANCE SHEET AS AT MARCH 31, 2018</b>				
Particulars	Notes	(₹ in crore)		
		As at March 31, 2018	As at March 31, 2017 (restated) refer note 47	As at April 01, 2016 (restated) refer note 47
<b>ASSETS</b>				
<b>1) Non-current assets</b>				
(a) Property, plant and equipment	4	2,508.19	2,591.34	2,684.36
(b) Other intangible assets	4	0.05	0.11	0.17
(c) Financial assets				
(i) Loans	5	-	-	417.75
(ii) Others	6	1,192.57	1,197.35	1,201.59
(d) Other non-current assets	7	3.50	3.50	3.50
(e) Non current tax assets	8	57.26	25.44	18.51
<b>2) Current assets</b>				
(a) Inventories	9	56.09	67.19	73.11
(b) Financial assets				
(i) Cash and cash equivalents	10	0.48	5.83	2.35
(ii) Loans	11	-	127.50	2,045.41
(iii) Others	12	88.18	572.06	443.21
(c) Current tax assets	13	122.51	106.69	126.16
(d) Other current assets	14	6.09	6.79	36.13
<b>TOTAL ASSETS</b>		<b>4,034.92</b>	<b>4,703.80</b>	<b>7,052.25</b>
<b>EQUITY AND LIABILITIES</b>				
<b>EQUITY</b>				
(a) Equity share capital	15	788.00	788.00	788.00
(b) Other equity	16	519.05	432.92	875.03
<b>LIABILITIES</b>				
<b>1) Non-current liabilities</b>				
(a) Financial liabilities				
(i) Borrowings	17	1,366.26	2,097.24	2,308.18
(ii) Other financial liabilities	18	-	207.06	590.00
(b) Provisions	19	4.43	2.83	2.67
(c) Deferred tax liabilities (Net)	20	349.64	341.42	375.58
<b>2) Current liabilities</b>				
(a) Financial liabilities				
(i) Borrowings	21	566.88	-	9.00
(ii) Trade payables	22	13.39	24.54	92.19
(iii) Other financial liabilities	23	113.96	545.36	680.23
(b) Other current liabilities	24	165.89	174.26	1,248.56
(c) Provisions	25	0.26	0.57	0.32
(d) Current tax liabilities	26	147.16	89.60	82.49
<b>TOTAL EQUITY AND LIABILITIES</b>		<b>4,034.92</b>	<b>4,703.80</b>	<b>7,052.25</b>
<b>See accompanying notes to the financial statements</b>				
As per our report of even date		For and on behalf of the Board of Directors		
 <b>For C N K &amp; Associates LLP</b> Chartered Accountants <b>Manish Sampat</b> Partner Mumbai, June 26, 2018		 <b>Jaskinder Shingwekar</b> Director		 <b>K. B. Makadia</b> Whole time Director
		 <b>Mayank Bhargava</b> Company Secretary Mumbai, June 26, 2018		 <b>Pramod Bhandari</b> Chief Financial Officer Mumbai, June 26, 2018
				

**Note:** The detailed financial statements including the Schedules and Notes annexed thereto will be available for inspection at the Registered and the Corporate Office of the Company.

**VADINAR POWER COMPANY LIMITED**  
STATEMENT OF PROFIT AND LOSS FOR THE YEAR ENDED MARCH 31, 2018

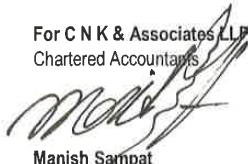
(₹ in crore)

Particulars	Notes	For the year ended March 31, 2018	For the year ended March 31, 2017 (restated) refer note 47
<b>Income</b>			
Revenue from operations	27	616.11	616.88
Other income	28	8.19	209.46
<b>Total Income</b>		<u>624.30</u>	<u>826.34</u>
<b>Expenses</b>			
Employee benefits expense	29	26.35	35.38
Other expenses	30	52.23	69.06
<b>Total Expenses</b>		<u>78.58</u>	<u>104.44</u>
<b>Earnings before finance costs, depreciation / amortisation and depletion expense, exceptional items and tax (EBIDTA)</b>		<u>545.72</u>	<u>721.90</u>
Finance costs	31	299.80	498.74
Depreciation and amortisation expense	4	93.70	93.36
<b>Profit / (loss) before exceptional items and tax</b>		<u>152.22</u>	<u>129.80</u>
Exceptional items	32	-	606.01
<b>Profit / (loss) before tax</b>		<u>152.22</u>	<u>(476.21)</u>
<b>Tax expense:</b>	33		
(a) Current tax expense		57.54	-
(b) Deferred tax expense		8.33	(34.14)
<b>Profit / (Loss) for the year</b>		<u>86.35</u>	<u>(442.07)</u>
<b>Other Comprehensive Income</b>			
A Items that will not be reclassified to profit or loss			
Remeasurement of the defined benefit plans (net of tax)		(0.22)	(0.04)
<b>Total Comprehensive income for the year</b>		<u>86.57</u>	<u>(442.03)</u>
<b>Earnings per equity share (of Rs. 10 each fully paid up)</b>			
(1) Basic (in ₹)	34	1.15	(11.16)
(2) Diluted (in ₹)		1.10	(11.16)

See accompanying notes to the financial statements

As per our report of even date

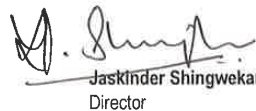
For CNK & Associates LLP  
Chartered Accountants



**Manish Sampat**  
Partner  
Mumbai, June 26, 2018



For and on behalf of the Board of Directors



**Jaskinder Shingwekar**  
Director



**K. B. Makadia**  
Whole time Director






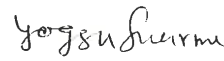
**Mayank Bhargava**  
Company Secretary  
Mumbai, June 26, 2018



**Pramod Bhandari**  
Chief Financial Officer  
Mumbai, June 26, 2018



**Note:** The detailed financial statements including the Schedules and Notes annexed thereto will be available for inspection at the Registered and the Corporate Office of the Company.

<b>NAYARA ENERGY PROPERTIES LIMITED</b> (Formerly known as VADINAR PROPERTIES LIMITED) BALANCE SHEET AS AT MARCH 31, 2018			
Particulars	Notes	Amount in ₹ lacs	
		As at March 31, 2018	As at March 31, 2017
<b>ASSETS</b>			
<b>1) Non-current assets</b>			
(a) Property, plant and equipment	6	19,569.22	19,571.58
(b) Capital work-in-progress		23,116.69	22,965.73
<b>(c) Financial assets</b>			
(i) Others	7	1,905.63	2,009.39
(d) Other non-current assets	8	-	106.51
(e) Non current tax assets (net of provisions)	9	411.36	286.43
<b>2) Current assets</b>			
<b>(a) Financial assets</b>			
(i) Cash and cash equivalents	10	27.67	17.40
(ii) Others	11	104.13	90.26
(b) Other current assets	12	22.16	6.61
<b>TOTAL ASSETS</b>		<b>45,156.86</b>	<b>45,053.91</b>
<b>EQUITY AND LIABILITIES</b>			
(a) Equity share capital	13	67.69	5.00
(b) Other equity	14	8,315.47	8,182.16
<b>LIABILITIES</b>			
<b>1) Non-current liabilities</b>			
<b>(a) Financial liabilities</b>			
(i) Borrowings	15	-	3,666.32
(ii) Other financial liabilities	16	-	12,500.00
(b) Deferred tax liabilities (net)	17	3,811.52	4,048.51
(c) Other non-current liabilities	18	10,210.00	8,876.56
<b>2) Current liabilities</b>			
<b>(a) Financial liabilities</b>			
(i) Borrowings	19	320.00	900.00
(ii) Trade payables	20	6.83	1.80
(iii) Other financial liabilities	21	18,052.57	6,588.50
(b) Other current liabilities	22	4,350.37	268.25
(c) Current tax liabilities (net)	23	22.41	16.81
<b>TOTAL EQUITY AND LIABILITIES</b>		<b>45,156.86</b>	<b>45,053.91</b>
<b>See accompanying notes to the financial statements</b>			
As per our report of even date			
<b>For S. R. Batliboi &amp; Co. LLP</b> Chartered Accountants Firm Registration No. 301003E/E300005		<b>For and on behalf of the Board of Directors</b>	
 per Naman Agarwal Partner Membership No. 502405		 Mohan Lal Sharma Independent Director	 Yogesh Kumar Sharma Director
Gurugram, June 26, 2018		Mumbai, June 26, 2018	

**Note:** The detailed financial statements including the Schedules and Notes annexed thereto will be available for inspection at the Registered and the Corporate Office of the Company.

**NAYARA ENERGY PROPERTIES LIMITED**  
**(Formerly known as VADINAR PROPERTIES LIMITED)**  
**STATEMENT OF PROFIT AND LOSS FOR THE YEAR ENDED MARCH 31, 2018**

Particulars	Notes	For the year ended March 31, 2018	For the year ended March 31, 2017
<b>Amount in ₹ lacs</b>			
<b>Income</b>			
Revenue from operations	24	356.81	393.07
Other income	25	12.80	566.49
<b>Total income</b>		<u>369.61</u>	<u>959.56</u>
<b>Expenses</b>			
Finance costs	26	799.48	3,041.09
Other expenses	27	179.27	443.55
<b>Total expenses</b>		<u>978.75</u>	<u>3,484.64</u>
<b>Loss before exceptional items and tax</b>		<u>(609.14)</u>	<u>(2,525.08)</u>
Exceptional items	28	-	2,435.80
<b>Loss before tax</b>		<u>(609.14)</u>	<u>(4,960.88)</u>
<b>Tax expense / (income):</b>	29		
(a) Current tax (net of reversal of earlier years)		83.12	182.42
(b) Reversal of earlier years		(24.40)	-
(c) Deferred tax		(237.00)	(273.28)
<b>Loss for the year</b>		<u>(430.86)</u>	<u>(4,870.02)</u>
<b>Other Comprehensive Income</b>			
<b>Total Comprehensive income for the year</b>		<u>(430.86)</u>	<u>(4,870.02)</u>
<b>Earnings per equity share (face value of Rs. 10) :</b>			
(1) Basic (in ₹)	30	(833.10)	(9,740.04)
(2) Diluted (in ₹)		(833.10)	(9,740.04)

**See accompanying notes to the financial statements**

As per our report of even date

**For S. R. Batliboi & Co. LLP**  
Chartered Accountants  
Firm Registration No. 301003E/E300005

  
per Naman Agarwal  
Partner  
Membership No. 502405

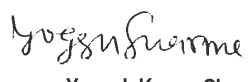
Gurugram, June 26, 2018



**For and on behalf of the Board of Directors**

  
Mohan Lal Sharma  
Independent Director

Mumbai, June 26, 2018

  
Yogesh Kumar Sharma  
Director



**Note:** The detailed financial statements including the Schedules and Notes annexed thereto will be available for inspection at the Registered and the Corporate Office of the Company.





**REPORT ADOPTED BY THE BOARD OF DIRECTORS OF ESSAR OIL LIMITED AT THEIR MEETING HELD ON DECEMBER 20, 2017 EXPLAINING THE EFFECT OF THE SCHEME OF AMALGAMATION ON SHAREHOLDERS, PROMOTER AND NON-PROMOTER SHAREHOLDERS AND KEY MANAGERIAL PERSONNEL**

**Essar Oil Limited**  
Equinox Business Park  
4th Floor, Tower - 2,  
Off Bandra Kurla Complex  
L.B.S. Marg, Kurla (W)  
Mumbai 400 070.  
India

**Corporate Identity Number :**  
L11100GJ1989PLC032116

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**F** +91 22 6708 2183  
**E** [esolcompanysec@essar.com](mailto:esolcompanysec@essar.com)  
[www.essaroil.co.in](http://www.essaroil.co.in)

## 1. Background

- 1.1 The proposed Scheme of Amalgamation of Vadinar Power Company Limited ("Transferor Company 1") and Vadinar Properties Limited ("Transferor Company 2") with Essar Oil Limited ("Company" or "Transferee Company") and their respective shareholders (the "Scheme") was approved by the Board of Directors of the Company (the "Board") vide resolution dated 20<sup>th</sup> day of December, 2017. Transferor Company 1 and Transferor Company 2 are hereinafter collectively referred to as the "Transferor Companies". The Transferor Companies are wholly owned subsidiaries of the Transferee Company and the activities of the Transferor Companies form an inherent part of the larger business of the Transferee Company.
- 1.2 The provisions of Section 232(2)(c) of the Companies Act, 2013 ("Act") requires the directors to adopt a report explaining (i) the effect of the arrangement under the Scheme on each class of shareholders, promoter and non-promoter shareholders and key managerial personnel; and (ii) laying out in particular the share entitlement ratio, specifying any special valuation difficulties and the same is required to be circulated to the equity shareholders and creditors or class of creditors at the time of seeking their approval to the Scheme as may be directed by the Hon'ble National Company Law of Tribunal ("NCLT").
- 1.3 This report of the Board is accordingly being made in pursuance to the requirements of Section 232(2)(c) of the Act.
- 1.4 The following documents were placed before the Board:
  - 1.4.1 Draft Scheme duly initialed by the Chairman for the purpose of identification;
  - 1.4.2 Certificate dated December 12, 2017 issued by M/s. Nisar and Kumar, Chartered Accountants, stating that no valuation process is applicable to the Scheme, duly initialed by the Chairman for the purposes of identification; and
  - 1.4.3 Certificate issued by the Statutory Auditor, M/s. S. R. Batliboi & Co. LLP, Chartered Accounts, on the accounting treatment prescribed in the Scheme.

## 2. Effect of the Scheme of Amalgamation on equity shareholders (promoter and non-promoter shareholders), employees and Key Managerial Personnel of the Company:

- 2.1 Equity Shareholders: Pursuant to the Scheme of Amalgamation, the entire Undertaking 1 and Undertaking 2 (as defined in the Scheme) of the Transferor Companies shall be transferred to and vested in the Company and the Transferor Companies shall be dissolved without winding up. As the Transferor Companies are wholly owned subsidiaries of the Company, no consideration shall be payable pursuant to the amalgamation of the Transferor Companies into the Company. Upon the Scheme coming into effect, i.e. transfer and vesting of the Undertaking 1 and Undertaking 2 into the Company, and with effect from the Appointed Date viz. April 1, 2017, the equity and preference shares and debentures held by the Company on its own and by the Company jointly

with its nominees in the Transferor Companies shall stand cancelled without any further act, application or deed. Therefore, there is no share entitlement ratio.

- 2.2 Promoter and non-promoter shareholders: As the Transferor Companies are wholly owned subsidiaries of the Company, the Company is the promoter of the Transferor Companies. Upon the Scheme coming into effect, the Transferor Companies shall be dissolved without winding up and the Company shall cease to be the promoter of the Transferor Companies. The shareholding of the existing shareholders of the Company, (including the public shareholders of the Company) shall not be affected by the amalgamation.
- 2.3 Key managerial personnel: Under Clause 9 of the Scheme, on and from the Effective Date of the Scheme, all the employees of the Transferor Company 1 shall become the employees of the Company, without any break or interruption in their services, on same (but in any case no less favourable) terms and conditions on which they are engaged as on the Effective Date. All the Directors of Transferor Companies and Key Managerial Personnel of the Transferor Companies, as the case may be, would cease to be Directors and Key Managerial Personnel of the respective Transferor Companies on and from the effective date. As on date, there are no employees, including key managerial personnel, of the Transferor Company 2. Further, the rights of the employees of the Company would in no way be affected by the Scheme. Upon the Scheme becoming effective, the Transferor Companies will stand dissolved. No special benefit or compensation would be payable to any key managerial personnel of the Transferor Company 1.

The directors of the Company do not hold any shares of the Company or the Transferor Companies. Further, none of the key managerial personnel and relatives of the Directors of the Company is concerned or interested, financially or otherwise in the proposed Scheme. None of the Directors of the Company have any material interest in the proposed Scheme.

- 2.4 As no valuation process is applicable to the Scheme, no special valuation difficulties were reported.
- 2.5 There would be no adverse impact on the creditors of the Company pursuant to the amalgamation under the proposed Scheme.

In the opinion of the Board, the Scheme will be of advantage and beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable.

By Order of the Board  
For Essar Oil Limited



C. Manoharan  
Director & Head of Refinery  
DIN: 00184471

Date and Place: 20<sup>th</sup> day of December, 2017 at Mumbai



**REPORT ADOPTED BY THE BOARD OF DIRECTORS OF VADINAR POWER COMPANY LIMITED AT THEIR MEETING HELD ON DECEMBER 15, 2017 EXPLAINING THE EFFECT OF THE SCHEME OF AMALGAMATION ON SHAREHOLDERS, PROMOTER AND NON-PROMOTER SHAREHOLDERS AND KEY MANAGERIAL PERSONNEL**

**Vadinar Power Company Limited**  
5th Floor, Equinox Business Limited  
Tower II, Off Bandra Kurla Complex,  
L.B.S Marg, Kurla (W),  
Mumbai - 400 070  
Maharashtra, India.

**Corporate Identity Number :**  
U40100GJ1997PLC033108

**T** +91 22 6733 5000  
**F** +91 22 6708 2177  
www.essaroil.co.in

**1. Background**

- 1.1 The proposed Scheme of Amalgamation of Vadinar Power Company Limited ("Transferor Company 1" or "Company") and Vadinar Properties Limited ("Transferor Company 2") with Essar Oil Limited ("Transferee Company") and their respective shareholders (the "Scheme") was approved by the Board of Directors of the Company (the "Board") vide resolution dated December 15, 2017. Transferor Company 1 and Transferor Company 2 are hereinafter referred to as the "Transferor Companies". The Transferor Companies are wholly owned subsidiaries of the Transferee Company and the activities of the Transferor Companies form an inherent part of the larger business of the Transferee Company.
- 1.2 The provisions of Section 232(2)(c) of the Companies Act, 2013 ("Act") requires the directors to adopt a report explaining (i) the effect of the arrangement under the Scheme on each class of shareholders, promoter and non-promoter shareholders and key managerial personnel; and (ii) laying out in particular the share entitlement ratio, specifying any special valuation difficulties and the same is required to be circulated to the equity shareholders at the time of seeking their approval to the Scheme as may be directed by the Hon'ble National Company Law of Tribunal ("NCLT").
- 1.3 This report of the Board is accordingly being made in pursuance to the requirements of Section 232(2)(c) of the Act.
- 1.4 The following documents were placed before the Board:
- 1.4.1 Draft Scheme duly initialed by the Chairman for the purpose of identification;
- 1.4.2 Valuation Certificate dated December 12, 2017 issued by M/s. Nisar and Kumar, Chartered Accountants, stating that no valuation process is applicable to the Scheme, duly initialed by the Chairman for the purposes of identification;

**2. Effect of the Scheme of Amalgamation on equity shareholders (promoter and non-promoter shareholders), employees and Key Managerial Personnel of the Company:**

- 2.1 Equity Shareholders: Pursuant to the Scheme of Amalgamation, the entire Undertaking 1 (as defined in the Scheme) of the Company shall be transferred to and vested in the Transferee Company and the Company shall be dissolved without winding up. As the Company is a wholly owned subsidiary of the Transferee Company, no consideration shall be payable pursuant to the amalgamation of the Company into the Transferee Company. Upon the Scheme coming into effect, i.e. transfer and vesting of the Undertaking 1 into the Transferee Company, and with effect from the Appointed Date viz. April 1, 2017, the equity shares and preference shares held by Transferee Company on its own and the equity shares held by the Transferee Company together with its nominees in the Company shall stand cancelled without any further act, application or deed. Therefore, there is no share entitlement ratio.

- 2.2 Promoter and non-promoter shareholders: The Company does not have any non-promoter shareholders. As the Company is a wholly owned subsidiary of the Transferee Company, the Transferee Company is the promoter of the Company. Upon the Scheme coming into effect, the Company shall be dissolved without winding up and the Transferee Company shall cease to be the promoter of the Company.
- 2.3 Key managerial personnel: Under Clause 9 of the Scheme, on and from the Effective Date of the Scheme, all the employees, including key managerial personnel, of the Company shall become the employees of the Transferee Company, without any break or interruption in their services, on same (but in any case no less favourable) terms and conditions on which they are engaged as on the Effective Date. Upon the Scheme becoming effective, the Company will stand dissolved. No special benefit or compensation would be payable to any key managerial personnel of the Company.
- The directors of the Company do not hold any shares of the Company or the Transferee Company. Further, none of the key managerial personnel and relatives of the Directors of the Company is concerned or interested, financially or otherwise in the proposed Scheme. None of the Directors of the Company have any material interest in the proposed Scheme.
- 2.4 No special valuation difficulties were reported.
- 2.5 There would be no adverse impact on the creditors of the Company pursuant to the amalgamation under the proposed Scheme.

In the opinion of the Board, the Scheme will be of advantage and beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable.

By Order of the Board

**For Vadinar Power Company Limited**

\_\_\_\_\_  
**K. B. Makadia**  
**Whole time Director**  
**DIN: 02736225**



Date and Place: 15<sup>th</sup> day of December, 2017 at Vadinar, District Devbhumi Dwarka

**VADINAR PROPERTIES LIMITED**  
**CIN: U70100GJ2006PLC098471**  
**REGISTERED OFFICE: KHAMBHALIA, POST BOX NO. 24,**  
**DISTRICT DEVBHUMI DWARKA GUJARAT 361305**  
**TEL NO: +91 02833 661444**  
**FAX: +91 02833 662929**  
**EMAIL: vplcosec@essaroil.co.in**

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**REPORT ADOPTED BY THE BOARD OF DIRECTORS OF VADINAR PROPERTIES LIMITED AT THEIR MEETING HELD ON DECEMBER 15, 2017, EXPLAINING THE EFFECT OF THE SCHEME OF AMALGAMATION ON SHAREHOLDERS, PROMOTER AND NON-PROMOTER SHAREHOLDERS AND KEY MANAGERIAL PERSONNEL**

**1. Background**

- 1.1 The proposed Scheme of Amalgamation of Vadinar Power Company Limited ("**Transferor Company 1**") and Vadinar Properties Limited ("**Transferor Company 2**" or "**Company**") with Essar Oil Limited ("**Transferee Company**") and their respective shareholders (the "**Scheme**") was approved by the Board of Directors of the Company (the "**Board**") vide resolution dated December 15, 2017. Transferor Company 1 and Transferor Company 2 are hereinafter referred to as the "**Transferor Companies**". The Transferor Companies are wholly owned subsidiaries of the Transferee Company and the activities of the Transferor Companies form an inherent part of the larger business of the Transferee Company.
- 1.2 The provisions of Section 232(2)(c) of the Companies Act, 2013 ("**Act**") requires the directors to adopt a report explaining (i) the effect of the arrangement under the Scheme on each class of shareholders, promoter and non-promoter shareholders and key managerial personnel; and (ii) laying out in particular the share entitlement ratio, specifying any special valuation difficulties and the same is required to be circulated to the equity shareholders at the time of seeking their approval to the Scheme as may be directed by the Hon'ble National Company Law of Tribunal ("**NCLT**").
- 1.3 This report of the Board is accordingly being made in pursuance to the requirements of Section 232(2)(c) of the Act.
- 1.4 The following documents were placed before the Board:
- 1.4.1 Draft Scheme, duly initialed by the Chairman for the purpose of identification; and
- 1.4.2 Certificate dated December 12, 2017 issued by M/s. Nisar & Kumar, Chartered Accountant, stating that no valuation process is applicable to the Scheme, duly initialed by the Chairman for the purposes of identification.

**2. Effect of the Scheme of Amalgamation on equity shareholders (promoter and non-promoter shareholders), employees and Key Managerial Personnel of the Company:**

- 2.1 Equity Shareholders: Pursuant to the Scheme of Amalgamation, the entire Undertaking 2 (as defined in the Scheme) of the Company shall be transferred to and vested in the Transferee Company and the Company shall be dissolved without winding up. As the Company is a wholly owned subsidiary of the Transferee Company, no consideration shall be payable pursuant to the amalgamation of the Company into the Transferee Company. Upon the Scheme coming into effect, i.e. transfer and vesting of the Undertaking 2 into the Transferee Company, and with effect from the Appointed Date viz. April 1, 2017, the equity shares held by Transferee Company on its own and by the Transferee Company together with its nominees in the Company shall stand cancelled without any further act, application or deed. Therefore, there is no share entitlement ratio.
- 2.2 Promoter and non-promoter shareholders: The Company does not have any non-promoter shareholders. As the Company is a wholly owned subsidiary of the Transferee Company, the

Transferee Company is the promoter of the Company. Upon the Scheme coming into effect, the Company shall be dissolved without winding up and the Transferee Company shall cease to be the promoter of the Company.

2.3 Key managerial personnel: The Company does not have any employees, including key managerial personnel.

The directors of the Company do not hold any shares of the Company or the Transferee Company in their individual capacity. Further, none of the relatives of the Directors of the Company is concerned or interested, financially or otherwise in the proposed Scheme. None of the Directors of the Company have any material interest in the proposed Scheme.

2.4 No special valuation difficulties were reported.

2.5 There would be no adverse impact on the creditors of the Company pursuant to the amalgamation under the proposed Scheme.

In the opinion of the Board, the Scheme will be of advantage and beneficial to the Company, its shareholders and other stakeholders and the terms thereof are fair and reasonable.

By Order of the Board

**For Vadinar Properties Limited**



Yogesh Kumar Sharma  
Director  
DIN 07140144

Date and Place: 15<sup>th</sup> day of December, 2017 at Mumbai



# NAYARA ENERGY LIMITED

(FORMERLY KNOWN AS ESSAR OIL LIMITED)

Corporate Identity No. (CIN): U11100GJ1989PLC032116

**Registered Office:** Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305

**Tel. No.:** +91 2833 661444; **Fax No.:** +91 2833 662929

**Email:** investors@nayaraenergy.com; **Website:** www.nayaraenergy.com

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,  
BENCH AT AHMEDABAD  
CA(CAA) No. 75/NCLT/AHM/2018

In the matter of the Companies Act, 2013;

And

In the matter of Application under Sections 230 - 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;

And

In the matter of Scheme of Amalgamation of Vadinar Power Company Limited (“**Transferor Company 1**”) and Nayara Energy Properties Limited (formerly known as Vadinar Properties Limited) (“**Transferor Company 2**”) with Nayara Energy Limited (formerly known as Essar Oil Limited) (“**Transferee Company**” or “**Company**” or “**Applicant Transferee Company**”).

**Nayara Energy Limited** (formerly known as Essar Oil Limited) [CIN: U11100GJ1989PLC032116], a company incorporated under the Companies Act, 1956 having its registered office at Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305

...Applicant Transferee Company

## PROXY FORM

Name of the unsecured creditor(s) : \_\_\_\_\_

Registered address : \_\_\_\_\_

E-mail ID : \_\_\_\_\_

I/We, being the undersigned unsecured creditor(s) of Nayara Energy Limited, hereby appoint:

- Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
E-mail ID : \_\_\_\_\_  
Signature : \_\_\_\_\_, or failing him

2. Name : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 E-mail ID : \_\_\_\_\_  
 Signature : \_\_\_\_\_, or failing him
3. Name : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 E-mail ID : \_\_\_\_\_  
 Signature : \_\_\_\_\_, or failing him

as my/our Proxy to attend and vote for me/us and on my/our behalf at the Meeting of the unsecured creditors convened by the Hon'ble National Company Law Tribunal, Ahmedabad Bench to be held at Nayara Energy Refinery Complex, Khambhalia Post (39th KM stone on Jamnagar - Okha Highway), District Devbhumi Dwarka, Gujarat 361305 on Monday, September 17, 2018 at 11:30 a.m. (IST) and at any adjournment or adjournments thereof in respect of such resolution as is indicated below:

Resolution No.	Resolution	For	Against
1.	Approval of the Scheme of Amalgamation of Vadinar Power Company Limited and Nayara Energy Properties Limited (formerly Vadinar Properties Limited) with Nayara Energy Limited (formerly Essar Oil Limited) under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013		

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature of the Unsecured creditor(s) \_\_\_\_\_

Signature of the Proxy Holder(s) \_\_\_\_\_

Affix  
 Re. 1  
 revenue  
 stamp

(Signature across the stamp)

**Notes:**

1. This proxy form in order to be effective should be duly completed and deposited at the registered office of the Company at Nayara Energy Refinery Complex, Khambhalia Post (39th KM stone on Jamnagar - Okha Highway), District Devbhumi Dwarka, Gujarat - 361305, not later than 48 (forty eight) hours before the scheduled time of the commencement of the Meeting.
2. All alterations in the proxy form should be initialled.
3. Please affix appropriate revenue stamp before putting signature.
4. Proxy need not be an unsecured creditor of the Company.
5. No person shall be appointed as a proxy who is a minor.
6. For the Resolution, Explanatory Statement and Notes, please refer to the Notice of the Meeting of the unsecured creditors of the Company.





## NAYARA ENERGY LIMITED

(FORMERLY KNOWN AS ESSAR OIL LIMITED)

**Corporate Identity No. (CIN):** U11100GJ1989PLC032116

**Registered Office:** Khambhalia, Post Box No. 24, District Devbhumi Dwarka, Gujarat 361305

**Tel. No.:** +91 2833 661444; **Fax No.:** +91 2833 662929

**Email:** investors@nayaraenergy.com; **Website:** www.nayaraenergy.com

### ATTENDANCE SLIP

#### MEETING CONVENED BY THE NATIONAL COMPANY LAW TRIBUNAL OF THE UNSECURED CREDITORS on Monday, September 17, 2018 at 11:30 a.m. (IST)

I/We hereby record my/our presence at the Meeting of the unsecured creditors of the Company, convened pursuant to an Order dated July 11, 2018 of the Hon'ble National Company Law Tribunal, Ahmedabad Bench at Nayara Energy Refinery Complex, Khambhalia Post (39th KM stone on Jamnagar - Okha Highway), District Devbhumi Dwarka, Gujarat 361305 on Monday, September 17, 2018 at 11:30 a.m. (IST).

Name and address of the unsecured creditor  
(IN BLOCK LETTERS) : \_\_\_\_\_

Signature : \_\_\_\_\_

Name of the Proxy\* (IN BLOCK LETTERS) : \_\_\_\_\_

Signature : \_\_\_\_\_

\* (To be filled in by the Proxy in case he/she attends instead of the unsecured creditor)

#### Notes:

1. Only unsecured creditor / proxy holder can attend the Meeting.
2. Please complete the name of the unsecured creditor / proxy holder and sign this Attendance Slip and hand it over, duly signed, at the entrance of the Meeting Hall.
3. A unsecured creditor / proxy holder attending the meeting should bring copy of the Notice for reference at the Meeting.

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*If undelivered, please return to:*  
**M/s. Datamatics Business Solutions Limited**  
**Unit : Nayara Energy Limited** (formerly known as Essar Oil Limited)  
Plot No. B-5, Part B Cross Lane  
MIDC, Marol, Andheri (East)  
Mumbai - 400093. INDIA