

THE COMPANIES ACT, 1956

Company Limited By Shares

MEMORANDUM

&

ARTICLES

OF

ASSOCIATION

OF

**TITAGARH WAGONS LIMITED**



सत्यमेव जयते

प्रारूप ० आई० आर०  
Form I. R.

निगमन का प्रमाण-पत्र

**CERTIFICATE OF INCORPORATION**

ता० ..... को सं० .....  
No. **21-84819** ..... of Date **1997** .....

मैं यतद्वारा प्रमाणित करता हूँ कि आज .....

.....  
.....  
कम्पनी अधिनियम 1956 ( 1956 का सं० 1 ) के अधीन निगमित की गई है और वह कम्पनी परिसीमित है ।

I hereby certify that..... **Titagarh Wagons Limited.** .....

.....  
.....  
is this day incorporated under the Companies Act, 1956 ( No. 1 of 1956 ) and that the Company is limited.

मेरे हस्ताक्षर से आज ता० .....

Given under my hand at .....

day of .....

**Calcutta** .....

**July** .....

..... One thousand nine hundred .....

को दिया गया ।

**Third** .....

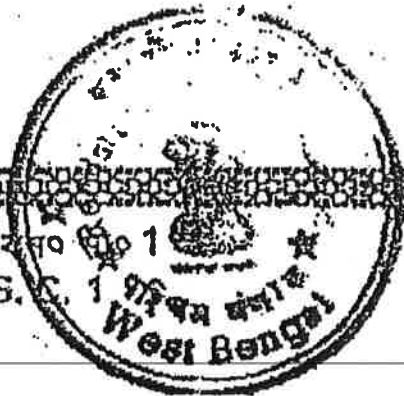
**Ninetyseven** .....

( **S. K. MANDAL.** )

कम्पनियों का रजिस्ट्रार

Registrar of Companies

West Bengal



जे० ए० सी० १

J. S. C. 1

पश्चिम बंगाल  
West Bengal



कारबार प्रारम्भ करने के लिए प्रमाण-पत्र  
**Certificate for Commencement of Business**  
 कम्पनी अधिनियम, 1956 की धारा 149 (3) के अनुसारण में  
 Pursuant of Section 149(3) of the Companies Act, 1956

21-84819

मैं यतद्वारा प्रमाणित करता हूँ कि.....

जो कम्पनी अधिनियम, 1956 के अधीन तारीख.....की नियमित की गई थी और जिसने आज विहित प्ररूप में सम्यक रूप से सत्यापित घोषणा फाइल कर दी गई है कि उक्त अधिनियम की धारा 149 (1) (क) से लेकर (घ) तक/139 (2) (क) से लेकर (ग) तक की शर्तों का अनुपालन किया गया है, कारबार प्रारम्भ करने की हकदार है।

**Titagarh Wagons Limited.**

I hereby certify that the.....

.....which was incorporated under the Companies Act, 1956, on the **Third**.....day of.....**July**.....19 **97** and which has this day filed a duly verified declaration in this prescribed form that the condition of Section 149(1) (a) to (d)/149(2) (a) to (c) of the said Act, have been complied with is entitled to commence business.

मेरे हस्ताक्षर से यह तारीख.....को.....

मैं दिया गया।

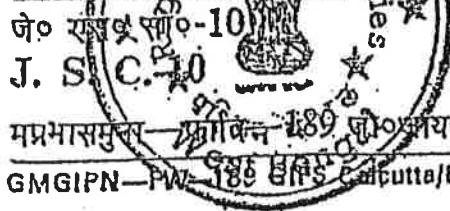
**Calcutta**

Given under my hand at.....**July**.....  
 this.....**Eleventh**.....day of.....**one thousand nine hundred**  
 and.....**Ninetyseven**.....

( **S. K. MANDAL.** )

कम्पनियों का रजिस्ट्रार  
 Registrar of Companies

**WEST BENGAL.**



मप्रभासमुखा क्रॉसिंग-189 सी० एम० एफ० एस कलकत्ता/89  
 GMGIPN—PW—189 HPS Calcutta/89—HQC 204—24.4.90—20,000.

## The Companies Act, 1956

### COMPANY LIMITED BY SHARES Memorandum of Association OF

# TITAGARH WAGONS LIMITED

- (I) The name of the Company is TITAGARH WAGONS LIMITED
- (II) The Registered Office of the Company will be situated in the State of West Bengal.
- (III) The Objects for which the Company is established are:

**A. Main Objects to be pursued by the Company on its incorporation are:**

1. To deal in and carry on in India and elsewhere either directly or by means of subsidiary companies the business of founders of ferrous and non-ferrous metals, sheet-metal workers, mechanical, structural, electrical and metallurgical engineers, to carry on the work of cast iron and sheet foundry for the manufacture of cast iron and steel railway castings including bogies, fishplates, wheels and other fittings all types of pipes and pipe-fittings, water reservoirs, drainage requisites including manhole frames and covers, gratings and ladders, cast-iron sanitary appliance and fittings including flushing cisterns, bath tubes, wash basins, cast iron building requisites including railings, spiral stairs, ladders, ventilators, ornamental window frames, agricultural implements including choppers and plugs, household requisites and utensils including cooking pans, containers, coal mining and engineering requisites including pinions, tub-wheels, pump part and other general and special castings.
2. Manufacturers and processors of Iron, Steel, Alloy Steel, Mild Steel, Carbon Steel, Forging Steel, Stainless Steel, High Steel, Bright Steel and all other types of ferrous and non-ferrous metals and products thereof like ingots, slabs, billets, bars, sheets, sections, angles, channels, wire, strips, flats, round and as processor of metals, ferrous and non-ferrous into castings, forgings, rolling, re-rolling, drawing, extruding, including all types of finished or semi finished goods, agricultural equipments, automobile parts, machine tools, other hand tools, jigs, fixtures, line-blades, tubes, pipes and to act as metal worker, machinists, iron and steel worker smiths metallurgist, chemists and buyers and sellers of nil the items mentioned above, hardwares of all kinds and scraps.
3. To carry on the business of engineers, metal workers, mill wrights, smiths, metallurgists and to act as engineering consultants and designers, importers and exporters of technology.
4. <sup>1</sup>To carry on the business of acquiring, developing, improving, designing, selling, sub-contracting, importing, exporting, and licensing, software programmes and/or products of any description, market and provide to persons in India and abroad a wide range of facilities including management information system, consulting and software professional services, Internet Service, E-Commerce, E-Trade, render technical assistance and services including maintenance in connection with the use, purchase, sale, import, export or distribution, consultancy and data processing, outsourcing services within India and throughout the world, dealing in information processing and related technology including software development methodologies, provide training centers for ERP software, Software development and telecom software or any other software whatsoever and to provide consultancy services related to the preparation and maintenance of accounting, statistical, advance process control, process optimisation, scientific or mathematical information and reports, data processing, programming, collecting, storing, processing and transmitting information and data of any kind or description whatsoever systems analysis and machine services including appropriate vender product, for solving or adding commercial, industrial, scientific and research problems and for all other related business.
5. <sup>2</sup>To carry on the business of buying, selling, Manufacturing, processing, developing, designing, selling, sub-contracting, importing and exporting of engineering products of all kinds, shapes and sizes including excavators, cranes both hydraulic and mechanical, EOT and other types of cranes, and traversers and structurals including large diameter pipes and fittings inclineable, horning and single,

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<sup>1</sup> Inserted at the Annual General Meeting held on the 24<sup>th</sup> day of December 1999.

<sup>2</sup> Inserted at the Extra Ordinary General Meeting held on the 20<sup>th</sup> day of June 2005.

double and triple action presses and executing general and heavy fabrication, casting, gears and gear boxes.

- 6<sup>3</sup>. To carry on the business of manufacturing, processing, assembling, developing, designing, buying, selling, importing, exporting, altering, hiring, letting on hire, improving and dealing in electric multiple coaches, locomotives and locomotive engines, metro rail coaches, tram coaches, wagons, railway wagons and freightcars of all kinds, specifications and varieties; shelters of all kinds, bridges of all types including but not limited to steel bridges, bailey bridges, locomotives and locomotive engines, shovels, draglines, bogies, couplers, sprockets and big gears, crawler shoes, tooth points, steel and SG iron castings including all kinds of components for the aforesaid, scraps and by products manufactured in the process; etc. and render services related or incidental thereto.
7. To promote, carry on the business of creating, construction, operation, maintenance, management of multi modal logistic hubs/parks, storage, warehousing, transportation and handling of all kinds of cargo, whether containerized or not, and freight carriers, transportation of goods, animals or passengers from place to place either by land or by air, sea or partly by sea and partly by land or air, whether by means of motor vehicles, railways, aero planes or other means of transport, container freight stations, inland container depots, and allied activities and operate railway sidings and to own, lease, use and deploy containers in the business of international freight forwarding by means of road, sea, transport and multi modal transportation and further to design, develop, render technical know-how, information and services for carrying on all or any of the foregoing businesses, either by itself and/or through one or more subsidiary(ies) and/or through joint venture(s) or in partnership(s) and render any services related or incidental thereto.
8. To promote, create, set up, build, develop, construct, operate, manage, lease, use, own Information Technology/Information Technology Enabled Services Park, other sector or product specific or multi product or multi sector specific Parks or units or buildings and allied activities or logistic hub in special economic zones or in any location or area, design, develop, render technical know-how, information and services for carrying on all or any of the foregoing businesses, either by itself and/or through one or more subsidiary(ies) and/or through joint venture(s) or in partnership(s) and render any services related or incidental thereto.
- 9<sup>4</sup>. To carry on the business of shipbuilding, ship breaking ,shipping, marine engineering, naval architecture and ocean engineering, construct, operate, trade, own, lease, purchase, sell, acquire, repair ships, vessels ,cranes ,tugs, berths ,jetties, all types of floating crafts, automated ,semi automated and manual infrastructural equipments and facilities for handling all types of cargoes by sea, air, rail or other modes and manufacture/deal in any or all components, accessories etc, relating to the aforesaid businesses

**B. Objects incidental or ancillary to the attainment of the Main Objects:**

1. To lend, invest or deal with the money either with or without interest or security, including in current or deposit account with any Bank or Banks, other person or persons upon such terms, conditions and manner as may from time to time be determined and to receive money on deposit subject to provision of Section 58A of the Companies Act, 1956 and direction issued by Reserve Bank of India or loan upon such terms and conditions as the Company may approve, subject to the provision of Companies Act, provided the Company shall not do any banking business as defined under the Banking Regulation Act, 1949. Company shall not carry on Chit Fund business.
2. To borrow or raise or secure the payment of money from any Bank or Banks or any financial institution or any other person or persons for the purpose of the Company's main business in such manner and on such terms and with such rights, powers and privileges as the Company may think fit and particularly by issue of or upon bonds, debentures, bills of exchange, promissory notes or other obligation or securities of the Company and with a view to hypothecate and/or in any way encumber or create charge on the undertaking and all or any of the immovable and movable properties, present or future, and allot any of the uncalled capital for the time being of the Company and to purchase, redeem or pay off any such securities.
3. To enter into partnership or arrangement for sharing the profits or joint venture with any person, persons or Company carrying on or about to carry on any business capable of being conducted so as

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<sup>3</sup> Clause 6, 7, 8 inserted through Postal Ballot on the 22<sup>nd</sup> day of September 2009.

<sup>4</sup> Clause 9 inserted through Postal Ballot on 11<sup>th</sup> September, 2014

directly or indirectly to benefit this Company and to acquire or join in acquiring any such business, as covered by the object Clause (A) above.

4. To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the undertaking, property, investments and rights of the Company.
5. To apply for, purchase or otherwise acquire any patent, trademark, breveted invention, licences, concessions, productions, rights, privileges, and the like conferring any exclusive or non-exclusive or limited rights to any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem directly or indirectly of use or benefit to the Company or may appear likely to be advantageous or useful to the Company and to use, exercise, develop or grant license, privileges in that respect or otherwise turn to account the property, right or information so acquired and to assist, encourage, and spend money in making experiments, tests, improvements, of all invention, patent and right, which the Company may acquire or propose to acquire.
6. To establish and support or aid in the establishment and support of associations, institutions, clubs, societies, funds, trusts, and conveniences calculated to benefit employees or ex-employees of the Company or the dependants or the connections of such persons; or subject to the provisions of the Companies Act, 1956 to subscribe or grant money for any charitable, national, religious, benevolent, object or fund; or for any purpose which may likely, directly or indirectly, further the main objects of Company or the interest of its members or business subject to provision of Section 293A of the Companies Act; 1956.
7. To distribute among the members of the Company dividends including bonus shares (including fractional Share Certificates) out of the profits, accumulated profits, or funds and resources of the Company in any manner permissible under Law in the event of the winding up.
8. To allot shares in the Company to be considered as fully or partly paid-up in payment or consideration of any service or property of whatever description, which the Company may acquire.
9. To amalgamate with any Company or companies having objects altogether or in part similar to those of this Company or any other Company, subject to the provisions of Sections 391 to 394 of the Companies Act, 1956.
10. To open branches in India and elsewhere and to get the Company registered in any foreign country and adopt such means of making known to the public the business or the products of the Company as may seem expedient and in particular by advertising in the press, by circulars and publication of books and periodicals.
11. To pay out of the funds of the Company all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
12. To provide for the welfare of employees or ex-employees (including Directors and ex-Directors) of the Company and the wives and families or the dependants or connections of such persons by building or contributing to the building of dwelling houses or quarters, to grant money, pensions, gratuities, allowances, bonuses, profit sharing bonuses or benefits or any other payments, by creating and from time to time subscribing or contributing to provident fund, institution, funds, profits sharing or other schemes, or trusts and by providing or subscribing or contributing towards place of instruction and recreation, hospitals and dispensaries, medical and other attendance or assistance as the Company shall think fit.
13. To undertake, carry out, promote and sponsor rural development including any programme for promoting economic welfare of or the upliftment of the public in any rural area and to incur any expenditure on any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency, or in any other manner and divest the ownership of any property of the Company to or in favour of any public or local Body or Authority or State Government or any Public Institution or Trust or Fund or Organization or person as the Directors may approve and to establish and support or aid in the establishment and support of associations, institutions, clubs, societies, funds, trusts and conveniences constituted to benefit of employees or ex-employees of the Company or the dependants or the connections of such persons or subject to the provisions of Companies Act to subscribe or guarantee money for any charitable, national, religious,

benevolent, general or useful object or fund, or for any purpose which may likely, directly or indirectly, further the objects of Company or the interest of its members of business.

14. To guarantee the payment of money, unsecured or secured by or payable under or in respect of bonds, debentures, contracts, mortgages, charges, obligations and other securities of any Company or of any Authority, Central, State, Municipal, local or otherwise, or of any persons whomsoever, whether incorporated or not for the purpose of the business of the Company.

**C. Other objects:**

1. To carry on business as producers, manufacturers, processors, converters, refiners, makers, bottlers, stockists, dealers, importers, exporters, traders, retailers, agents, buyers or sellers of oxygen, acetylene, ammonia, carbon dioxide, nitrogen, hydrogen, helium and other types and kinds of gases required for or used in industries, agriculture, clinics, hospitals, refrigeration, aviation, transport vehicles, space rockets and crafts, communication, objects, and media, power plants, domestic or public lighting, heating, cooling or cooking purposes, lighters, plant producing water, chemicals or fuels, pesticide, defence or warfare establishments, horticulture, forest or plant protection and growth and other allied purposes and to service, repair, manufacture, market or deal in machinery, plants, spares, cylinders, containers, gadgets, appliances and accessories required for, working on, using or producing and of such gases and products.
2. To carry on the business as printers, publishers stationers, lithographers, stereotypers, electrotypers, phonographers, printers and engravers, die-sinkers, book binders, designers, draftsman, paper and ink manufacturers, envelope manufacturers, account-book manufacturers, machine rulers, numerical printers, bag-makers, cardboard manufacturers, ticket manufacturers, calendars and book-sellers, dairy printers, dealers in playing, visiting, railway, festive, complimentary wedding or other ceremonial cards or fancy cards or valentines.
3. To produce, manufacture, refine, prepare, process, purchase, sell, import, export or generally deal in bricks, sand, stone, marble, tiles, Refractories, china wares, sanitary materials, pipes, tubes, tubular structures, cement, paints, adhesives, sheets, roofings, glass, furniture, fittings, electrical goods, water supply or storage equipments, floor polish, door closers, concrete mixers, elevators, hardware, pipe fittings, lubricant oil, building materials, forest products and any other building or decorative materials made of cement, stone, clay, timber, teak, board, fibre, paper, glass, rubber, plastic or other natural or synthetic substance or chemical.
4. To manufacture, produce, assemble, repair, buy, sell, import, export, stock, hire, lease out and deal in electronic, electrical and engineering gadgets, instruments, appliances and apparatus of every description, machine tools, grinding machines, automatic lathes, drilling machines, planning machines, planogrinders, mould, dice, pattern, machinery of every description, precision tools, cutting and small tools, electric motors, electrical equipments, electric meters, cables, wires, switch-gears, flame and drip proof motors, electric fans, regulator of nil types, electric, kilowatt hour meters, magnets, industrial jewels, ammeters, void-meters, and other types of measuring instruments, electrical or non electric, die castings, screws, nuts and bolts, transformers of all types, circuit breakers, hoists, elevators, gears, trolleys and coaches, winches, air compressors, rigs, ropeways, crane, earthmoving equipments, rolls, cylinder, air conditioners, air coolers, welders, refrigerators, switches, electric transmission lowers, poles, tubes, insulating materials, conductors, fuse and fuse wires, adopters, domestic washing machines, television and wireless apparatus including radio receivers and transmitters micro wave components, radar equipments, valves, resistors, fuel control systems products, electronic toys, microprocessor modules, computers, diodes, integrated circuit boards, conductors, magnetic materials, transistors and allied items, sewing machines, watches and clocks, tape-recorders, household appliances and all components and parts thereof.
5. To carry on the business as manufacturers, fabricators, processors, producers, growers, makers, importers, exporters, buyers, sellers, suppliers, stockists, agents, merchants, distributors and concessionaires of and dealers in commodities.
6. To manufacture, export, import, buy, sell and deal in bags, containers, cans, boxes, drums, cylinders, bottle tops, crown corks, packages, packing materials, pressed metwares, utensils, cutlery, table wares and articles made of hessian, tin, metal, plates, sheets, glass, fibre paper, board, cloth, leather, plastic, or other synthetic compound or materials, timber or plywood and to deal in tinplates, wire, sheets and to undertake either on own account or on commission basis or otherwise printing, painting, designing,

enamelling, electroplating, engraving or otherwise decorating the aforesaid products or any of such products or articles, and to act as packers.

7. To carry on business as producers, importers, exporters, buyers, sellers, distributors, stockists, agents and brokers of lime, lime-stone, coke, charcoal, petroleum coke, copper, iron ore, bauxite, kyanite, fire clay, china clay, salt, sodium chloride, calcium phosphate, nickel, beryllium, uranium, zinc, lead, asbestos, tin, mercury, silicon, sulphur, graphite, brass, silica sand, bentonite, quartz, dextrine, magnesite, dolomite, ferro-alloys, corundum, manganese, mica, silver, gold, platinum, diamond, sapphire, ruby, topaz, garnet, emerald, pearl and other precious, semi precious or commercial minerals, stones and marble and to act as metal founders, manufacturers, agents and dealers of metals, sheets, wires, rods, squares, plates, metal foils, pipes, tubes, ingots, billets, circles, parts, coils, utensils, ornaments, decorative and art materials and jewellery made wholly or partly from any one or more of the metals and materials mentioned herein oil including motor part, diesel, furnace oil, motor oil, lubricating oil, kerosene, petrol, other petroleum product, LPG Gas, crude oil etc.
8. To manufacture, export, import, buy, sell, hire, lease out and deal in GLS lamps, electric bulbs, tube lights and other types of bulbs, lamps or tube and voltaic battery cells, power pack or storage batteries and battery containers and battery eliminators of different types required for or used in domestic, household, industrial, commercial, agricultural, mining, hospital, surgical or scientific appliances, machinery, apparatus or accessories and railways, tramways, automobile and other vehicles, defence establishments, army, navy and air force for wireless, radios, torches, toys, electric and electronic equipments or otherwise and also to carry on business as manufacturers of and dealers in torches, toys, personal aids, and other appliances working on such batteries and such items and goods, which may be useful, akin or otherwise connected with any one or more of the aforesaid items or products.
9. To carry on business as manufacturers, producers, dealers, importers, exporters, stockists, agents, brokers, traders, retailers of all kinds of paper and packages, board, sheets, stationery goods, wrappers, tapes, films, sheets, laminates and other packing materials made of paper, card-board, corrugated sheets, cloth hessian, timber, teak, ply-wood, metal, plastic, p.v.c. or other synthetic, chemical, fibrous or natural products for domestic, household, educational, commercial, industrial, Government or public use.
10. To carry on business as producers, distributors, importers, exporters, exhibitors and financiers of cinematograph films, and to manufacture, own, acquire, provide, secure, arrange or deal in films and photographic, sound recording, musical, lighting appliances, instruments, equipments and machines, and to construct, establish, own, hire or otherwise acquire and to manage, let out for rent, fee, monetary gain or otherwise studios, laboratories, theatres, buildings, halls, open air theatres, bars, restaurants and other buildings or work required for the purposes of production, distribution or exhibition of the films, operas, stngeplays, dances, operettas, burlesques, vaudeville, revues, ballets, pantomimes, spectacular pieces, promenade, concerts, circus of other performances and entertainments, and to act as dealers, importers, exporters of musical instruments and records, tapes, cinema and film projectors and cameras, wigs and other products or materials related or connected with the aforesaid objects and business; and to acquire exclusive or limited rights to any play, story, script, musical songs and lyric, book, article or any technique by producing, purchasing or otherwise acquiring and to use, exercise, develop or exploit or turn to account such rights for the business of the Company; and to act as agents for training, retaining, arranging and supplying artists, stars, art directors, script or story-writers, technicians, extras and other personnel required by the Company or others for film, cinema or show business.
11. To carry on business as advertisement and publicity agents and contractors in various ways and manners including outdoor and in newspapers, magazines, books, screens, slides, walls, buses, railways, other transport vehicles and public places, audio-visual display and to prepare, advice, manufacture and construct advertising devices and to publish or advertise the same through any media whatsoever.
12. To carry on the business as traders, dealers, wholesalers, retailers, makers, designers, combers, scourers, spinners, weavers, knitters, stitchers, finishers, dyers, and manufacturers, or readymade garments, yarns, fabrics fibres of wool, cotton-jute, silk, rayon, nylon, terelene, acrylic, polyester, viscose and other natural and/or synthetic and/or fibrous substances and/or manufacturers of materials from the waste realized from the above mentioned products either on its own account or on commission and to carry on business as drapers and dealers of furnishing fabrics in all its branches as costumers, readymade and mantle makers, silk mercers, and makers mid suppliers of clothing, lingerie



and trimmings of every kind, furriers, drapers haberdashers, milliners, hosiers, glovers, lace makers, feather dressers, felt makers, dealers in and manufacturers of yarns, fabrics and also to manufacture, deal in or process consumables, accessories natural starch and other sizing materials, substances, of all kinds and compounds and other substances, either basic or intermediate required for the above mentioned product or products.

13. To carry on business as manufacturers, producers, growers, fabricators, processors, refiners, stockists, agents, importers, exporters, traders, whole sellers, retailers, distributors, concessionaries or dealers of drugs, medicines, chemicals, spirits, mixtures, tonics, pigments, powders, tablets, pills, capsules, injections, oils, compounds, mother tinctures, triturations, globules, creams, scents, soaps, lotions, toilet goods and all kinds of pharmaceutical, cosmetics and medicinal preparations required or used in Homoeopathic, Allopathic, Ayurvedic, Unani, Bio-Chemic or nature cure or any other medicinal system or branch of medicine or as beauty aid or personal hygiene, juices, squash, sorbet, nourishment foods and concentrates, bandages, cotton, gauze, crutches and various types of anatomical, orthopedic or surgical instruments, implements or stores and books, journals and publications and all sorts of storage or packaging materials connected with or required for any one or more of the above mentioned items and products.
14. To carry on business as manufacturers, repairers, assemblers or hirers, agents, importers, exporters, dealers, traders, stockists, brokers, buyers, sellers of plants, machinery, engineering goods, spares parts, accessories, equipments, machine tools, apparatus, components parts, fittings, implements, accessories required by workshops, transporters, railways or for agricultural, plantations, handling, excavation, domestic, fabrication or irrigation purposes and to acquire, construct, hire, decorate, maintain or own land, workshops, factories, shops, show rooms, office, rights or agencies required for or in connection with any such business.
15. To carry on business as advisers and/or consultants on matters and problems relating to the import, export, industries, administration, management, organization, accountancy, costing, financial, marketing, commercial or economic activities, labour, statistical organization, methods, quality control and data processing, technical "Know-how" operation, manufacture, production, storage, distribution, sale and purchase of goods, property and other activities of and in relation to any business, trade, commerce, industry, mine, agriculture, housing or real estate and upon the means, methods and procedure for the establishment, construction, development, improvement and expansion of business, trade, commerce, industry, agriculture, buildings, real estates, plant or machineries and all systems, methods, techniques, processes, principles in relation to the foregoing and to carry on business of rendering services on any one or more of aforesaid matters to any person, firm, Company, trust, association institution, society, body corporate, government or government department, public or local authority or any other organization whatsoever, to act as intermediaries in the introduction of collaborators, sellers, purchasers, printers, tenants, agents, consumers and employees.
16. To purchase or otherwise acquire any land, building or premises, and to turn into account, develop, improve, alter demolish, let out, sell, lease, tenant, for the purpose of carrying on the business of hotel restaurants, refreshment and tea rooms, cafes and milk and snack bars, and as caterers and contractors in all their respective branches, bakers, confectioners, tobacconists, milk sellers, butter sellers, dairyman, grocers, poultries, greengrocers, farmers, ice merchants and ice-cream manufacturers, to manufacture, buy, sell, refine, prepare, grow, import, export, mid deal in provisions of all kinds both wholesale and retail and whether solid or liquid and to establish and provide all kinds of conveniences and attractions for customers and others and in particulars reading, writing and smoke rooms locker and safe deposits, telephones and telegraphs, stores, shops and laboratories.
17. To carry on business as manufacturers, producers or growers of, dealers in, exporters, importers, stockists, agents, distributors of ice, ice-candy, ice-cream and other ice products, carbonated, aerated or mineral waters, fruit juice, wines, liquors and other alcoholic, non-alcoholic or synthetic drink, dairy products, fresh, dehydrated, preserved or processed vegetables, fruits, oils, seeds, and other farm, agricultural or food products and to provide for cold storage or preservation of such products, medicines for own business or for hire by others and to own, establish, purchase, take on lease, rent or hire, build, construct, develop or otherwise acquire and arrange land, building, cold storage space or ware-houses, godowns, containers, shops, show-rooms, workshops, vehicles, plants, machineries, equipments, apparatus, appliances, stores or services required in connection with or in relation to cold storage or any of the business or objects mentioned herein.

18. To carry on business as manufacturers, dealers distributors, stockists, buyers, sellers, repairers, cleaners, stores, importers, exporters or agents of motor cars, trucks, lorries and carriages, motor cycles, scooters, bicycles, tricycles, tractors, earth moving equipments, trailers and other vehicles, agricultural implements, pumps and machineries and spare parts, engines, motors, accessories, components, tools, batteries, glass panels and sheets, apparatus, fittings, furnishing materials, tyres, tubes, paints, lubricants, polishes and polishing compounds, fuel, oils, gas or other materials, used or required for such vehicles, implements or machines and to act as transporters of goods and passengers, travelling or clearing agents and to let out, hire or finance on hire-purchase system or otherwise automobile and other vehicles, implements, machines and any of the aforementioned products or things.
19. To own, purchase, take on lease, hire or exchange or otherwise acquire any estate, land, tea garden, orchards, groves, plantations and farms and to carry on business as cultivators, growers, producers, planters, manufacturers, buyers, sellers, dealers, importers, exporters, agents, brokers, traders or stockists of tea, coffee, co-coa, cinchona, rubber, bamboo, timber, fruits, vegetables, cocconut, spices, cardamom, jute, hemp, cotton, sugarcane, linseed, oil-seed, wheat and other, grains and any kind of horticulture, agricultural, food or beverage product or products.
20. To carry on business of an investment Company to undertake and transact trust and agency investment, financial business, financiers and for that purpose to land or invest money and negotiate loans in and from or manner to draw, accept, endorse, discount, buy, sell and deal in bills of exchange, hundies, promissory notes and other negotiable instruments to undertake the work of factoring of bills & other commercial papers and securities and also to issue on commission, to subscribe for, take, acquire and hold, sell and exchange and deal in share stocks, bonds or debentures or securities of any Government or Public Authority or Company, gold and silver and bullion and to form promote, subsidies and assist companies, syndicates and partnerships to promote and finance industrial enterprises and also to give any guarantees for payment of money or performance of any obligation or undertaking, with or without any interest or security to give advances, loans and subscribe to the capital of industrial undertakings and to undertake any business, transaction or operation commonly carried on or undertaken by capitalists, promoters, guarantors, financiers and to receive money on deposit or loan's upon such terms and conditions as the Company may approve.
21. To act as consultants and to advice and assist on all aspects of corporate, commercial and industrial management or activity including production, manufacturing, personnel advertising & public relations, public welfare, marketing, taxation, technology, insurance, purchasing, sales, quality control, computer applications, software, productivity, planning, research and development, organization, import and export business, industrial relation and management and to make evolutions, feasibility studies, project report, forecasts and surveys market research, pre-investment studies, to act as financial consultants, underwriters & merchants, bankers subject to prior approval of SEBI managers, advisers and counselors in investment & capital market, to act as managers to issue, registrars to issue, transfer agents, brokers and to give export advice and suggest ways and means for improving efficiency in mines, traders, plantations business organizations, registered or co-operative societies, partnership or proprietary concerns and industries of all kinds in India and elsewhere in the world and improvement of business management, office organization and export management to supply to and provide, maintain and operate services, facilities, conveniences, bureau and the like for the benefit to any Company, to recruit and/or advice on the recruitment of staff for any Company.
22. To carry on business as manufacturers producers, converters, processors, founders, moulders, casters, forgers, makers, fabricators, formers, extruders, recondition, machinists, finishers exporters, importers, traders, dealers, distributors, stockists, buyers, sellers, agents, or merchants in all kinds of pipes, tubes including conduct pipes, lancing tubes, stay tubes, hydraulic tubes, steel pressure tubes, super heater tubes, heat exchanger tubes, RCC spun pipes, Flume pipes, Oxygen lancing pipes, steel tubular poles, fittings, including valves, corks, flanges, couplings, clamps, elbows, tees, reducers, union, sockets, bends, nipples of ER.W, black G.I., mild steel, carbon steel stainless steel, seamless, boiler, galvanized of all ferrous and non-ferrous material, iron, steel, cast iron, sponge iron, S.G. iron, carbon steel, mild steel, P.V.C., plastic, allied chemical, compound, asbestos, cement, gas, water, oil, precision, electric, sanitary, structure, mechanic, furniture, pneumatic, transformer through electric resistance welding process, extrusion process, forging process, welding type on any other process.
23. To carry on and undertake the business of leasing and to finance lease operations of all kinds, purchasing, selling, dealing, trading, investments, hiring or letting on hire all kinds of plant and machinery and equipment and to assist in financing of all and every kind and description of hire

purchase or deferred payment or similar transactions and to subsidize finance or assist in subsidizing or financing the sale and maintenance of any goods, articles or commodities of all and every kind and description upon any terms whatsoever and to purchase or otherwise deal in all forms of immovable and movable property including land and buildings, plant and machinery, equipment, ships, aircraft, automobiles, computers and all consumer, commercial and industrial items and to lease or otherwise deal with them in any manner whatsoever including resale thereof, regardless of whether the property purchased and leased be new and/ or used.

24. To carry on business as manufacturers, coaters processors, importers, exporters, buyers, sellers, commission agents of and dealers in all types of chemicals dyestuff, plastics, rubber, leather, foam cellulose, paper and paper board, wax and their products of any nature and kind whatsoever and in particular High Density Polythene/Polypropylene Sacks and fabrics with or without lamination of any of the products and/or other packaging products or new substances being improvements upon modifications of or resulting from any processes and/or manufacturers of materials from the waste realized from any of the above mentioned products either on its own account or on commission.
25. To carry on business as couriers, carriers and transporters, packager of all sorts of goods, packets, containers documents, parcels, plants, machinery, equipments, materials, commodities and merchandise by railways, surface or river transport, air, sea, through telex, fax machines, satellite communication system and other electronic, electrical or wireless communication machines and as purchasers, sellers, importers, exporters, dealers, hirer, leasor, distributors, stockists, financiers, brokers, consultants, agents, traders, job workers of fax machines, computers, calculators word processors, data processing equipment, software and hardware integrated circuit, silicon chips all spare components telex, electronic typewriters, Xerox machines, lithography machine and printing, wireless, radio and communication devices and to develop design and sell or otherwise give an hire computer programs and to act as computer specialists, consellers, advisors, programmers and to do anything required in connection with manufacture, sale, assembly integration, arrangement, installation, and operating of computer, software and hardware programming data processing giving and or taking on hire computer time and to establish, set up, organize, conduct, training classes, lectures, symposium on companies.
26. To carry on business of Travel agents in all or any of their respective branches including booking, reserving, accommodation of seats, compartments, berths on Aero planes, Motor ships, Boats, Launches, Railways, Motor, Buses and to issue tickets for the same, and to hire or own taxis, motor cars and all kinds of public vehicles and transporters, to organize religious, educational sight seeing and business tours, to dialer aero planes, trains, launches, ships, motor buses, motor cars, book and reserve accommodation and rooms in hotels, restaurants, boarding or lodging houses and to take on hire houses furnished, unfurnished, and to carry on the business of booking cargoes and luggage of the public, business houses societies and the institution with airlines, shippinglines, railways, road carriers and all other type of carriers in connection with and incidental to the ropeways activities.
27. To acquire by purchase, lease, exchange, hire or otherwise develop or operate land, buildings, any estate or interest, in and hereditaments of any tenure or description including agricultural land, mines, quarries, farms, gardens and any estate or interest therein, and any right over or connected with land and buildings so situated and construct, develop or to turn the same to account as may seem expedient and in particular by preparing building sites, flats, houses, apartments commercial complexes by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining offices, rooms, flats, houses, restaurants, markets, shops, workshops, mills, factories, warehouses, cold storages, wharves, godowns, hotels hostels, gardens, swimming pools, play-grounds, buildings, works and conveniences of all kinds and selling, leasing, hiring, otherwise deal with or disposing of the same and to manage land, building, and other properties, whether belonging to the Company or not, and to collect rents and income, and to supply tenants and occupiers, and others refreshments, attendance, light, waiting rooms, reading rooms, meeting rooms, electric and other conveniences commonly provided in flats, suits and residential and business units and to act as architects, consultants, designers, developers, builders, contractors, estate agents, merchants and dealers in building requisites and materials.

(IV) The liability of the Members is limited.

(V) <sup>5</sup> “The Authorised Share Capital of the Company is Rs. 3,85,10,00,000/- (Rupees Three Hundred Eighty Five Crores Ten Lakhs only) divided into 1,29,05,00,000 (One Hundred Twenty Nine Crores Five Lakhs) Equity Shares of Rs. 2/- (Rupees Two only) each, and 12,70,00,000 (Twelve Crores Seventy Lakhs) Preference Shares of Rs. 10/- (Rupees Ten only) each, all or any part of the Share Capital shall be capable of being increased or reduced, classified or reclassified or re organized in accordance with the Company's Regulations and Legislative provisions for the time being in force in that behalf, with power to divide the Shares in the Capital for the time being into Equity Share Capital and Preference Share Capital, to attach thereto respectively any preferential, qualified, deferred or special rights, privileges or conditions and to vary, modify or abrogate any such rights, privileges or conditions” .

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<sup>5</sup> *In terms of the Scheme of Amalgamation of Cimmco Limited and Titagarh Capital Private Limited with the Company as approved by the Hon'ble National Company Law Tribunal, Kolkata, by passing an Order dated 30<sup>th</sup> day of September, 2020, Clause (V) of the Memorandum of Association of the Company was substituted.*

We, the several person whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of these Memorandum of Association and we respectively, agree to take the number of shares in the Capital of the Company set opposite to our respective names.

Names, Addresses, Description and Occupation of the Subscribers	Number of equity shares taken by each subscriber	Name, Address, Description and occupation of witness
1. UMESH CHOWDHARY S/o. Mr. J. P. Chowdhary 10F, Alipore Park Place Calcutta 700 027 Business	10 (Ten)	<p style="text-align: center;">Sd/- Pintu Das S/o. Late R C Das C/o. Chaturvedi &amp; Co. 60, Bentinck Street Calcutta 700 069 service</p>
2. J P CHOWDHARY S/o. Late K N Chowdhary 10F, Alipore Park Place Calcutta 700 027 Business	10 (Ten)	
3. HIRA LAL AGARWAL S/o. Shri Motilal Agarwal 58, S K Deb Road Calcutta 700 048 Executive	10 (Ten)	
4. NAND KISHORE MITTAL S/o. Sri Sita Ram Mittal 33, Tollygunge Circular Road Calcutta 700 053 Service	10 (Ten)	
5. ASHOKE KUMAR AGARWAL S/o. Late Ram Narayan Agrawal 9, Sambhu Mullick Lane Calcutta 700 007 Service	10 (Ten)	
6. SUSHIL KUMAR KHETAN S/o. Sri Puran Mal Khetan 169, Block B, Bangur Avenue Calcutta 700 055 Service	10 (Ten)	
7. PAWAN KUMAR OJHA S/o. Shri Gobind Ram Ojha 28, Tara Chand Dutta Street Calcutta 700 073 Service	10 (Ten)	
<b>Total shares taken</b>	<b>70 (Seventy)</b>	

Calcutta, Dated this 26<sup>th</sup> day of June, 1997

THE COMPANIES ACT, 2013  
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION<sup>6</sup>  
OF  
**TITAGARH WAGONS LIMITED**

**Preliminary**

1. The regulations contained in Table marked 'F' in Schedule I to the Companies Act, 2013 (hereinafter called "the Act") shall not apply except so far as the same are repeated, contained or expressly made available in these Articles or by the Act.
2. The regulations for the management of the Company and for the observance thereof by the members and their representatives shall, subject to any exercise of the statutory powers of the Company in reference to the repeal or alterations of or additions to the regulations by Special Resolution as prescribed or permitted by the Act, be such as are contained in these Articles.

**Definitions**

3. (1) In these Articles, unless there be something in the subject or context inconsistent therewith:
  - a) "Board" means the collective body of the Directors for the time being of the Company;
  - b) "Company" or "the Company" or "this Company" means TITAGARH WAGONS LIMITED, a public limited Company incorporated under the Companies Act, 1956 and existing under the provisions of the Act;
  - c) "Rules" mean rules as made by the Central Government from time to time by issue of notification in exercise of their powers contained in the Act;
  - d) "The Articles" mean these Articles of Association, as originally framed or as altered from time to time by Special Resolution;
  - e) "Stock Exchanges" means the Stock Exchanges where the Company's shares are listed;
  - f) "SEBI" means Securities and Exchange Board of India; and the guidelines/regulations of SEBI shall, to the extent applicable shall also apply to these Articles.

(2) Subject as aforesaid, any words or expressions defined in the Articles shall, except where the subject or context forbids, shall bear the same meaning as in the Act.

**Authorised Share Capital**

4. The Authorised Share Capital of the Company shall be such as mentioned in Clause V of the Memorandum of Association of the Company for the time being.

**Share capital and variation of rights**

5. (1) Subject to the provisions of the Act and these Articles, the shares in the capital and securities of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions including on preferential or private placement basis and either at a premium or at par or for consideration other cash and at such time as they may from time to time think fit. The Board shall, subject to the provisions of the Act, be empowered to stipulate such restrictions, as it may deem fit, on the right of existing shareholders to renounce the offer of rights shares

- (2) The share capital of Company shall be of two kinds, namely: –
- (a) equity share capital –
    - (i) with voting rights; or

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<sup>6</sup> [Adopted by passing a Special Resolution by postal ballot on the 13<sup>th</sup> April, 2015]

- (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
- (b) preference share capital.

(3) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue, shall be provided, –

- (a) one certificate for all his shares without payment of any charges; or
- (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

(4) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(5). The Company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

The provisions of Article 5 shall *mutatis mutandis* apply to debentures of the Company.

#### **Commission**

6. (i) The Company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.
- (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

#### **Variation of Shareholder Rights**

7. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be as stipulated in the Act or at least two persons holding at least one-third of the issued shares of the class in question.

(iii). The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

(iv) Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.

#### **Lien**

8. (1) The Company shall have a first and paramount lien –

- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
- (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company;

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(ii) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

**(2).** The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made –

(a) unless a sum in respect of which the lien exists is presently payable; or

(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

**(3)** To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

(i) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(ii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

**(4)** The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

#### **Calls on shares**

9(1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed such portion of the nominal value of the share or be payable at less than such time from the date fixed for the payment of the last preceding call, as the Board may decide.

(i) Each member shall, subject to receiving the notice of such days as the Board may decide, specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

(ii) A call may be revoked or postponed at the discretion of the Board.

**(2)** A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

**(3)** The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

**(4)** (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

**(5)**(i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

**(6)** The Board –

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and the member paying the sum in advance.



### Transfer of shares

**10 (1) (i)** The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.

*(ii)* The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

**(2).** The Board may, subject to the right of appeal conferred by section 58 decline to register –

*(a)* the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

*(b)* any transfer of shares on which the Company has a lien.

**(3)** The Board may decline to recognise any instrument of transfer unless –

*(a)* the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

*(b)* the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

*(c)* the instrument of transfer is in respect of only one class of shares.

**(4).** On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

### Transmission of shares

**11 (1) (i)** On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.

*(ii)* Nothing in clause 11(1) (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

**(2). (i)** Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either –

*(a)* to be registered himself as holder of the share; or

*(b)* to make such transfer of the share as the deceased or insolvent member could have made.

*(ii)* The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

**(3) (i)** If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

*(ii)* If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

*(iii)* All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

**(4).** A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

### **Forfeiture of shares**

**12(1).** If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

**(2).** The notice aforesaid shall –

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

**(3).** If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

**(4) (i)** A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

**(ii)** At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

**(5)(i)** A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

**(ii)** The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

**(6)(i)** A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

**(ii)** The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

**(iii)** The transferee shall thereupon be registered as the holder of the share; and

**(iv)** The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

**(7)** The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

### **Alteration of capital**

**13(1)** The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

**(2)** Subject to the provisions of section 61, the Company may, by ordinary resolution, –

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

**(3)** Where shares are converted into stock, –

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- (c) such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

- (4) The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, –
- (a) its share capital;
  - (b) any capital redemption reserve account; or
  - (c) any share premium account.

### Capitalisation of profits

- 14 (1)** The Company in general meeting may, upon the recommendation of the Board, resolve –
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (b) that such sum be accordingly set free for distribution in the manner specified in clause (c) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
  - (c) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards –
    - (i) paying up any amounts for the time being unpaid on any shares held by such members respectively;
    - (ii) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
    - (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii);
    - (iv) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
    - (v) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

- (2) Whenever such a resolution as aforesaid shall have been passed, the Board shall –

- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
- (b) generally do all acts and things required to give effect thereto.
  - (i) The Board shall have power –
    - (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
    - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares; and
  - (c) to require special notice to be served on the Company by a member of such matters in the manner or of duration as it may deem fit.
  - (iii) Any agreement made under such authority shall be effective and binding on such members.

### Buy-back of shares

**15.** Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

### General meetings

**16 (1).** All general meetings other than annual general meeting shall be called extraordinary general meeting.

- (2) (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

#### **Proceedings at general meetings**

**17(1)** (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

**(2)** The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.

**(3)** If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the Vice Chairperson, if any of the Board/Company shall act as chairperson and if Vice Chairperson is also not present, then directors present shall elect one of their members to be Chairperson of the meeting.

**(4)** If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

#### **Adjournment of meeting**

**18.** (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### **Voting rights**

**19.(1)** Subject to any rights or restrictions for the time being attached to any class or classes of shares-

**(a)** on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.

**(2).** A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

**(3)** (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

**(4)** A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, on a poll, by his nominee or other legal guardian, and any such nominee or guardian may, on a poll, vote by proxy.

**(5)** Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

**(6)** No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

**(7)** (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

#### **Proxy**

**20.(1)** The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

(2) An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

(3) A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

### **Board of Directors**

21.(1) Subject to the provisions of the Act and to the provisions of these Articles, the Board of Directors of the Company shall be entitled to exercise all such powers, arrangements including but not limited to borrowing with or without security by creation of charge on the properties of the Company, and generally do all such acts and things as are or shall be by the said Act, and the Memorandum of Association and these presents directed or authorized to be exercised, given, made or done by the Company and are not thereby or hereby expressly directed or required to be exercised, given, made or done by the Company in General Meeting but subject to such regulations (if any) being not inconsistent with the said provisions as from time to time may be prescribed by the Company in General Meeting provided that no regulation so made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if the regulation had not been made.

(2) The number of Directors in the Company not be less than three or more than fifteen. Provided that the Company may appoint more than 15 Directors after passing a Special Resolution.

(3) Subject to provision of the Act, the Board may from time to time, appoint Managing Director / Wholetime Director / Manager for one or more of the divisions of the business carried on by the Company and to enter into agreement with him in such terms and conditions as they may deem fit.

(4) Subject to provision of the Act, the Board shall have power at any time, to appoint Independent Director, provided that the number of the Directors and Independent Director together shall not at any time exceed the maximum strength fixed for the Board by Articles.

(5) Independent Directors appointed under the provisions of the Act shall not be liable to retire by rotation.

(6) The Board shall have power at any time, to appoint Additional Director, provided that the number of the directors and Additional Director together shall not at any time exceed the maximum strength fixed for the Board by Articles. Such person shall hold office only upto to the date of next annual general meeting of the Company but shall be eligible for appointment by the Company as a director including Independent Director at that meeting subject to provision of the Act.

(7) The Board shall also have the power to appoint nominee director nominated by any institution/shareholder in pursuance of the provisions of law for the time being in force or of any agreement or arrangement approved by the Board.

(8) The Board may appoint an alternate director to act for a director (hereinafter called as "Original Director") during his absences for a period of not less than three months in India. No person shall be appointed as alternate director for an independent director unless he is qualified to be appointed as an Independent Director under the provisions of the Act. An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when Original Director returns to India. If the term of office of Original Director is determined before he returns to India the automatic reappointment of retiring Director in default of another appointment shall apply to the Original Director and not to the alternate director.

(9) The office of the Director shall stand vacated in accordance with the provisions of the Act.

(10) A Director may resign from his office by complying with relevant provision of the Act.

(11) If the office of any Director appointed by the Company is general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled the Board of Directors at its Board Meeting. The Director so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated.

(12) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. The remuneration payable to the Directors, including Managing or Wholetime Director or Manager, if any, shall be determined in

accordance with and subject to the provisions of the Act by a resolution passed by the Company in general meeting. In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them:

(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or  
(b) in connection with the business of the Company or

(c) in connection with services of professional nature rendered by the director concerned provided that in the opinion of Nomination and Remuneration Committee the director possesses the requisite qualification for such profession. The said Committee may formulate a policy on this.

**(13)**The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

**(14)**The Board may pay all expenses incurred in setting up and registering the Company.

### **Proceedings of the Board**

**(1)** (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

**22 (1)** Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

**(2)**The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

**(3)** (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, Vice Chairperson, if any of the Company shall chair the meeting and should there be no Vice Chairperson, the directors present may choose one of their number to be Chairperson of the meeting.

**(4)** (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

**(5)** (i) A committee may elect a Chairperson of its meetings.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

**(6)** (i) A committee may meet and adjourn as it thinks fit.

(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

**(7)**All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

**(8)** Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

### **Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer**

**23(1).** Subject to the provisions of the Act, –

(i) A chief executive officer, manager, Company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, Company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

(ii) A director may be appointed as chief executive officer, manager, Company secretary or chief financial officer.

(iii) If the Company has an Executive Chairperson or executive Vice Chairperson, whether or not such person is also a managing director or joint managing director, he or she may be appointed by the Board as chief executive officer, irrespective of the Company having multiple businesses.

### **The Seal**

**24.(1)** The Board shall provide for the safe custody of the seal.

(2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the secretary or such other person as the Board may appoint for the purpose; and that director or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

### **Dividends and Reserve**

**25.(1)** The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

(2) Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.

(3) (i) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

(4) (i) Subject to the provisions of the Act and the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

(5) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

(6) (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

(7) Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

(8) Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

(9) No dividend shall bear interest against the Company.

#### Accounts

26(i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts, registers, returns and books of the Company, or any of them, shall be open to the inspection of members not being directors and subject to the provisions of the Act, the amount of fees for extracts therefrom per page payable for furnishing copy thereof.

(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

#### Winding up

27. Subject to the provisions of Chapter XX of the Act and rules made thereunder –

(i) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

#### Indemnity

28. Every officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

## 29. INVESTOR RIGHTS

Definitions:

In addition to the definitions set forth in Article 3, in this Article 36, unless there be something in the subject or context inconsistent therewith:

- a. **'Affiliate'** shall mean in relation to any Person, any entity controlled, directly or indirectly, by that Person, any entity that controls, directly or indirectly, that Person, or any entity under common control with that Person or, in the case of a natural Person, any Relative (as defined in the Act) of such Person. For the purpose of this definition, "control" means (i) the power to direct the management and policies of an entity whether through the ownership of voting capital, by contract or otherwise, and (ii) a holding or subsidiary Company of any entity shall be deemed to be an Affiliate of that entity;
- b. **'Business'** shall mean the business of manufacturing railway wagons, special purpose wagons, bailey bridges, locomotive under frames and development of various products for the Indian defense sector and the railways and existing line of activities at the Heavy Engineering Division and other related and synergistic activities;
- c. **'Business Day'** shall mean a day on which scheduled commercial banks are open for business in Kolkata and Mauritius;



- d. **'ChrysCapital'** means Goya Limited, a Company registered under Mauritius laws and having its principal office at IFS Court, Twenty Eight, Cybercity, Ebene, Mauritius, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns;
- e. **'Competitor'** shall mean any Person directly or indirectly engaged in the Business (including such other business as may be carried out by the Company from time to time) or a Person that together with its Affiliates directly or indirectly owns 15% or more of the interest of such Person or the Affiliates of such Person or controls such Person or its Affiliates, provided that banks, pension funds, financial institutions, and investment funds/financial entities (that are not majority-owned or Controlled by Person(s) directly or indirectly engaged in the Business (including such other business as may be carried out by the Company from time to time) shall not be construed to be a Competitor for the purposes of these Articles;
- f. **'Control'** (including but not limited to correlative meanings, the terms "controlling", "controlled by", and "under common control with") shall mean the possession, directly or indirectly, of the power and ability to direct or cause the direction of the management and policies of the controlled enterprise or Party whether through ownership of voting shares of the controlled enterprise or by contract or otherwise;
- g. **'GE'** shall mean GE Capital International (Mauritius)
- h. **'JP Morgan'** shall mean JP Morgan Mauritius Holdings Limited
- i. **'Key Employees'** shall mean the key managerial personnel of the Company;
- j. **'Listing'** shall mean the successful completion of an IPO and trading of the Shares of the Company on the Relevant Market;
- k. **'Promoters'** shall mean (1) Mr. J. P. Chowdhary, (2) Mr. Umesh Chowdhary, (3) Mrs. Savitri Devi Chowdhary and (4) Titagarh Capital Management Services Private Limited;
- l. **'Specified shareholders'** shall mean SVFML, ChrysCapital, GE, JPMorgan and 2i Capital PCC.
- m. **'SVFML'** shall mean Strategic Ventures Fund (Mauritius) Limited, a closed-end investment Company incorporated with limited life under the Republic of Mauritius and having its registered office at C/o Multiconsult Limited, 10 Feré Felix de Valois Street, Port Louis, Mauritius;
- n. **'2i Capital'** shall mean 2i CAPITAL PCC, a Company incorporated under the laws of the Republic of Mauritius and having its registered office at IFS Court, Twenty Eight, Cybercity, Ebene, Mauritius, and which is an entity registered with the SEBI as a Foreign Venture Capital Investor;

## PART A GE's OBLIGATION

### RESTRICTION ON TRANSFER

- i. Notwithstanding the provisions of these Articles, GE shall not sell any of the Shares to a Competitor (including through a block trade, negotiated trade, synchronized trade), provided that the provisions of this Article shall not apply to sales by GE on public market trades on or through a stock exchange in India.

## PART B 2i Capital's RIGHTS

### AFFIRMATIVE VOTE ITEMS

- ii. Notwithstanding the provisions of Article 22 (Proceeding at General Meetings), any decisions concerning the following issues shall be taken only pursuant to an affirmative vote of the nominee Directors appointed by 2i Capital:
  - (a) any alteration of the rights of Shares of 2i Capital vis-à-vis the other shareholders or any action terminating their rights in the Company and/or under these Articles;
  - (b) transactions involving the acquisition of substantially all the assets, shares, voting power or controlling interest in any unrelated line of Business, partnership firm, or body corporate by the Company;
  - (c) any transaction involving the sale of substantially all the assets of the Company;
  - (d) any merger or demerger of the Company;

- (e) any amendment, modification, or waiver of any provisions of the Articles or Memorandum of the Company affecting the rights of 2i Capital vis-à-vis the other shareholders;
- (f) any substantial funding of new unrelated activities.

#### DIRECTOR

- iii. Notwithstanding the provisions of Article 24 (Director) and the provisions of Part C herein, 2i Capital shall be entitled to nominate one (1) Director so long as it continues to hold at least 3 (three) % (percent) of the fully diluted equity share capital of the Company or the expiry of 12 (twelve) months from Listing, whichever is earlier. The Director so appointed by 2i Capital shall not be required to hold any qualification shares. Whenever, for any reason, the person nominated by 2i Capital ceases to be a Director of the Company, or is otherwise deemed to have vacated office as a Director in accordance with the provisions of the Act, 2i Capital shall be entitled to nominate another person as Director to fill up the vacancy and the other Specified shareholders shall ensure that the Board appoints such nominee as a Director
- iv. Subject to the relevant provisions of the Act, the nominee Director shall be paid reasonable out of pocket expenses (including travel expenses) by the Company for attending shareholders' meeting and Board and committee meetings of the Company and sitting fees customary with industry practice.
- v. Notwithstanding the provisions of Article 24(15), 2i Capital shall be entitled to recommend the appointment of alternate directors in the event that Director nominated by 2i Capital is unable to attend the meetings of the Board. The Board shall accept such recommendation and appoint these alternate directors

### PART C CHRYSCAPITAL'S RIGHTS

#### TAG ALONG RIGHT OF CHRYSCAPITAL

- vi. Notwithstanding the provisions of this Article 36, ChrysCapital shall be entitled to a Tag Along Right in the following manner:
  - (a) The offer notice delivered by the Selling Promoter pursuant to these Articles shall also include, in addition to those items specified in these Articles, a representation that the proposed third party transferee has been informed of the "tag-along right" provided for in these Articles and that it has agreed to purchase from ChrysCapital, such number of its Shares, computed on a fully diluted basis, in proportion to the total number of their respective shareholding in the Company (the "**Said Proportion**");
  - (b) On receipt of the Offer Notice, ChrysCapital shall have the right (the "**Tag-Along Right**") (but not the obligation) to require the transferee to purchase from them the said Proportion of its Shares in the Company, for the same consideration per Share and upon the same terms and conditions as to be paid and given to the selling Promoter by the proposed transferee;
  - (c) Within 10 (ten) Business Days following the receipt of the Offer Notice, if ChrysCapital elects to exercise their right under this Article, it shall (instead of an Acceptance Notice), deliver a written notice of such election to the selling Promoter (the "**Tag Along Notice**"). Such notice shall be irrevocable and shall constitute a binding agreement by Specified shareholders to sell the Said Proportion of its Shares on the terms and conditions set forth in the Offer Notice provided however that such sale is completed within a period of 60 (sixty) days following the expiry of the Offer Period (as extended on account of the requirement to obtain approvals under applicable Laws);
  - (d) The Transfer of the Shares by the selling Promoter in terms of this Article shall be conditional upon the third party transferee acquiring the said Proportion of the Shares held and offered by Specified shareholders in exercise of its Tag-Along Right on the terms set out in the Offer Notice
  - (e) In the event that ChrysCapital do not issue a Tag Along Notice within ten (10) Business Day period for any reason, they shall be deemed to have elected not to sell the Said Proportion of its Shares in the Company, and the selling Promoter shall be entitled to sell and transfer all the Offered Shares to the proposed transferee mentioned in the Offer Notice on the same terms and conditions (including the Offer Price) set out in the Offer Notice. If completion of the sale and transfer to the proposed transferee does not

take place within a period of sixty (60) days following the expiry of the Offer Period, the selling Promoters' right to sell the Offered Shares to such third party shall lapse and the provisions of this Article shall once again apply to the Offered Shares;

#### DIRECTOR

- vii. Notwithstanding the provisions of Article 24 (Directors) and the provisions of Part B herein, ChrysCapital shall be entitled to nominate 1 (one) director (Nominee Director to the Board as a non- retiring and non-executive Director). Provided however that such right shall fall away upon (a) termination of the Investment and Shareholders Agreement entered into between ChrysCapital, the Company, the Promoters and Selling Shareholder as defined in the Rashmi Chowdhary; or (b) IPO Adjusted Ownership of ChrysCapital falling below 5%. The IPO Adjusted ownership is calculated as the percentage which the shares held by ChrysCapital in the Company bear in relation to the total number of fully paid up equity shares allotted by the Company and adjusted as if the Company did not issue any Equity Shares in the IPO.
- viii. To the extent permissible by Law, the appointment of the Nominee Director shall be by direct nomination by ChrysCapital and any appointment or removal under this Article shall, unless the contrary intention appears, take effect from the date it is notified to the Company in writing. If the Law does not permit the person nominated by ChrysCapital to be appointed as a director of the Company merely by nomination by ChrysCapital, the Promoters shall use all their voting rights to ensure that the Board forthwith (and in any event within 7 days of such nomination or at the next Board meeting, whichever is earlier) appoints such person as a director of the Company and further that, unless ChrysCapital changes or withdraws such nomination, such person is also elected as a director of the Company at the next general meeting of the shareholders of the Company.
- ix. If ChrysCapital desires that the ChrysCapital Director appointed and/or nominated by them should cease to be a Director, the Promoters shall exercise all their rights, including their rights as or in respect of directors held by them in the Company in such manner so as to ensure such removal as soon as may be practicable. ChrysCapital shall have a right to recommend any other person to be appointed as Director in place of the original nominee Director. The Company and the Promoters shall ensure that only such person is appointed in place of the nominee Director as is recommended by ChrysCapital which appointed such original nominee Director. All nominations for the replacement Director made by ChrysCapital shall be in writing and shall take effect on its receipt at the office of the Company and shall be given effect to in the manner mentioned above
- x. The Nominee Director shall be a non-executive director and shall have no responsibility for the day-to-day management of the Company and shall not be liable for any failure by the Company to comply with applicable Law. The Company shall nominate directors or persons other than the Nominee Director as "persons in charge" as contemplated under applicable Law.
- xi. The Company shall indemnify the Nominee Director against:
  - (a) any act, omission or conduct (including, without limitation, contravention of any Law) of or by the Company, or its officials, employees, managers, representatives or agents as a result of which, in whole or in part, the Nominee Director is made a Party to, or otherwise incurs any costs, charges, expenses, damages or Loss, (collectively "loss") including loss pursuant to or in connection with any action, suit, claim or proceeding arising out of or relating to any such act, omission or conduct; and
  - (b) any act or omission to act by the Nominee Director at the request of or with the consent of the Key Employees of the Company or persons authorised by the Board.
- xii. Notwithstanding anything contained elsewhere in these Articles of Association and subject to Law, the Nominee Director of ChrysCapital shall be entitled to be a member of, or at the option of ChrysCapital, an invitee on the compensation committee and the audit committee (in each case by whatever name called) of the Board and the Company. If for any reason the Nominee Director is not or cannot be appointed on any such committee(s), the Company shall ensure that the Nominee Director is an invitee at every meeting of such committee(s), is able to attend every such meeting and receives all notices, agenda and other papers circulated to any member/s of such committee(s).

- xiii. Notwithstanding the provisions of Article 24(15), ChrysCapital shall be entitled to nominate a person to be appointed as the alternate director to the Director nominated by ChrysCapital and the Company and the Promoters shall ensure that such person is appointed as the Nominee Director's alternate Director.

#### PRE EMPTION RIGHTS

- (1) Notwithstanding the provisions of these Articles, the Company agrees and acknowledge that ChrysCapital or any member of the ChrysCapital Group may acquire additional Shares in the Company by purchasing the same from shareholders of the Company and at such time as ChrysCapital may determine.
- (2) In the event the Company proposes to issue any Shares, or any options, warrants or instruments entitling the holder to receive any Shares (collectively "**Dilution Instruments**") other than for the purposes of an Initial Public Offering or any future public offering;
- (a) At a price which is below the Subscription Price (as defined in the Investment cum Shareholders Agreement entered into between ChrysCapital, the Company, the Promoters and Rashmi Chowdhary) (adjusted for any bonus issues, share splits, share consolidation or reduction of capital of the Company (being a pro rata reduction across all equity shares of the Company under Section 100 of the Act), then ChrysCapital shall, in its discretion, have the first right (but not the obligation) to subscribe to and/or acquire all or any such Dilution Instruments (as ChrysCapital may decide) on the same terms as the proposed issue. It is clarified that the said right to ChrysCapital to subscribe to and/or acquire all such Dilution Instruments shall stand reduced by such Dilution Instruments and only to the extent of such Dilution Instruments as may be acquired and paid for by SVFML and 2i Capital pursuant to their entitlement under their respective Share Subscription and Shareholders Agreements.
- (b) At a price which is above the Subscription Price (as defined in the Investment cum Shareholders Agreement entered into between ChrysCapital, the Company, the Promoters and Rashmi Chowdhary) (adjusted for any bonus issues, share splits, share consolidation or reduction of capital of the Company (being a pro rata reduction across all equity shares of the Company under Section 100 of the Act), then ChrysCapital shall, in its discretion, have the first right (but not the obligation) to subscribe to and/or acquire such number of Dilution Instruments (as ChrysCapital may decide) out of the aggregate Dilution Instruments that the Company proposes to issue that do not exceed the pro-rata shareholding of ChrysCapital in the Company on the same terms as the proposed issue. It is clarified that the said right of ChrysCapital to subscribe to and/or acquire all such Dilution Instruments that may be subscribed to acquired as may be acquired by SVFML and 2i Capital pursuant to their entitlement under their respective Share Subscription and Shareholders Agreements.
- (3) The Company may issue the Dilution Instruments to any other person only if, and to the extent, ChrysCapital decides not to subscribe to or otherwise acquire the Dilution Instruments within a period of 10 Business Days from the offer made by the Company to ChrysCapital, and in such case the issue of Dilution Instruments to such other person shall be within 60 Business Days of the date of offer by the Company to ChrysCapital and at a price not lower than the price offered to ChrysCapital and on the same/other terms on which the Dilution Instruments were offered to ChrysCapital.
- (4) The Company agrees and undertakes that it shall not issue any Dilution Instrument in contravention of the provisions of these Articles. The Company, the Selling Shareholders and the Promoters agree and undertake that they shall do all things and take all necessary action to ensure that the rights of ChrysCapital in these Articles are in force.
- (5) ChrysCapital's rights under these Articles shall be valid and subsisting for a period of 4 years from the Completion Date (as defined in the Investment cum Shareholders Agreement entered into between ChrysCapital, the Company, the Promoters and Rashmi Chowdhary) and shall be deemed to be terminated thereafter. It is clarified thereafter ChrysCapital shall only be entitled to all rights on preemption as are provided to the other shareholders of the Company and under Law.
- (6) The Parties shall obtain all Government Approvals required for the acquisition of the Dilution Instruments and Shares by ChrysCapital or any member of the ChrysCapital Group. In such cases, the Company, the Selling Shareholders and the Promoters shall provide necessary assistance and execute necessary documents in order that such Government Approvals are received.

## **PART D**

### **JPMORGAN'S RIGHTS**

(1) The Company indemnifies and agrees to hold the JPMorgan harmless against and in respect of any and all direct claims, losses, damages, reasonable expenses and costs incurred or suffered by JPMorgan in any manner from or due to any failure or default by the Company to duly perform its obligations.

(2) JPMorgan shall not be permitted to make any claims on the Company on and after a period of 5 (five) years from the Completion Date i.e. 31<sup>st</sup> December, 2007, nor shall the Company be liable for any claims raised by JPMorgan after the said date.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Names, Addresses, Description and Occupation of the Subscribers	Number of equity shares taken by each subscriber	Name, Address, Description and occupation of witness
1. UMESH CHOWDHARY S/o. Mr. J. P. Chowdhary 10F, Alipore Park Place Calcutta 700 027 Business	10 (Ten)	Sd/- Pintu Das S/o. Late R C Das C/o. Chaturvedi & Co. 60, Bentinck Street Calcutta 700 069 service
2. J P CHOWDHARY S/o. Late K N Chowdhary 10F, Alipore Park Place Calcutta 700 027 Business	10 (Ten)	
3. HIRA LAL AGARWAL S/o. Shri Motilal Agarwal 58, S K Deb Road Calcutta 700 048 Executive	10 (Ten)	
4. NAND KISHORE MITTAL S/o. Sri Sita Ram Mittal 33, Tollygunge Circular Road Calcutta 700 053 Service	10 (Ten)	
5. ASHOKE KUMAR AGARWAL S/o. Late Ram Narayan Agrawal 9, Sambhu Mullick Lane Calcutta 700 007 Service	10 (Ten)	
6. SUSHIL KUMAR KHETAN S/o. Sri Puran Mal Khetan 169, Block B, Bangur Avenue Calcutta 700 055 Service	10 (Ten)	
7. PAWAN KUMAR OJHA S/o. Shri Gobind Ram Ojha 28, Tara Chand Dutta Street Calcutta 700 073 Service	10 (Ten)	
<b>Total shares taken</b>	<b>70 (Seventy)</b>	

Calcutta, Dated this 26<sup>th</sup> day of June 1997.

**Company Petition No. 249 of 2001**  
Connected with  
**Company Application No. 185 of 2001**  
**IN THE HIGH COURT AT CALCUTTA**  
**Original Jurisdiction**

President of the Union of India

**In the Matter of:**

The Companies Act, 1956

**The Honourable Mr. Justice**  
Ashok Kumar Ganguly

**And**

**In the Matter of:**

An application under Section 391(2) and 394 of the said Act;

**And**

**In the Matter of:**

Omnicom Webtec Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 113, Park Street, Kolkata-700 016 West Bengal.

**And**

**In the Matter of:**

Titagarh Wagons Limited, a Company incorporated under the Companies Act 1956 and having its registered office at 113, Park Street, Kolkata-700016 West Bengal.

..... **Petitioners**

The above petition coming on for hearing on this day upon reading the said petition the order dated the third day of April in the year two thousand and one whereby the abovenamed petitioner Company No. 1 Omnicom Webtec Limited (hereinafter referred to as the said transferor Company) and the abovenamed petitioner Company no.2 Titagarh Wagons Limited (hereinafter referred to as the said transferee Company) were ordered to dispensed with the meetings of the Equity Shareholders of the said transferor Company and the said transferee Company for the purpose of considering and if thought fit, approving with or without modification, the proposed Scheme of Amalgamation of the said transferor Company with the said transferee Company since each of the shareholders has given their written consents in favour of the said Scheme of Amalgamation And upon reading on the part of the petitioner companies an affidavit of Anjan Kumar Banerjee filed on the twenty fourth day of May in the year two thousand and one and the exhibits therein referred to And upon reading the order made herein and dated the seventh day of May in the year two thousand and one And upon hearing Mr. Navneet Mishra, Advocate for the petitioner companies and Mr. Ashis Mukherjee, Advocate for the Central Government And in view of no objection granted by the Central Government by its letter being no.RD/T/12086/L dated the eighth day of June in the year two thousand and one.

This Court doth hereby sanction the proposed Scheme of Amalgamation set forth in Annexure 'A' of the petition herein and specified in the Schedule-'A' hereto and doth hereby declare the same to be binding with effect from the first day of April in the year two thousand (hereinafter referred to as the said transfer date) on the said transferor Company and the said transferee Company and their shareholders and all concerned.

This Court doth order:-

1. That all the property rights and interests of the said transferor Company including those specified in the first, second and third parts of the Schedule B hereto be transferred from the said transfer date and vest without further act or deed in the said transferee Company and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and vest in the said transferee Company for all the estate and interest of the said transferor Company subject nevertheless to all charges now affecting the same; and
2. That all the liabilities and duties of the said transferor Company be transferred from the said transfer date without any further act or deed to the said transferee Company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the said transferee Company; and
3. That all proceedings and/or suits and/or appeals now pending by or against the said transferor Company be continued by or against the said transferee Company; and
4. That 5,37,070 Equity shares of Rs.10/- each fully paid up of the said transferor Company held by the said transferee Company and/or its nominees as specified in the schedule 'C hereto be delivered up and cancelled without any further act or deed; and
5. That leave be and the same is hereby granted to the petitioner companies to file the schedule of assets of the said transferor Company as stated in paragraph twenty eight of the petition herein within a period of four weeks from the date hereof; and
6. That the said transferor Company and the said transferee Company do within a period of thirty days from the date obtaining the certified copies of this order cause the same to be delivered to the Registrar of Companies, West Bengal for registration; and
7. That the Official Liquidator of this Court do file a report under second proviso to section 394(l) of the Companies Act, 1956 in respect of the said transferor Company within a period of eight weeks from the date hereof; and
8. That the said Official Liquidator of this Court do forthwith serve a copy of the said report to be filed by him upon M/s. Dube & Co., Advocates-on Record for the petitioner companies after filing the same with this Court; and
9. That leave be and the same is hereby granted to the said transferee Company to apply for the dissolution without winding up of the said transferor Company after filing of the said report by the said Official Liquidator; and
10. That any person interested shall be at liberty to apply before this Court in the above matter for any direction that may be necessary; and
11. That the xerox copy of the letter being no.RD/T/12086/L dated the eighth day of June in the year two thousand and one shall be filed as of records herein; and
12. That the petitioner companies do pay to the Central Government its costs of and incidental to this application assessed at one hundred Gold Mohurs; and
13. That this application be and the same is hereby disposed of accordingly.
14. That all parties do act on a xerox copy of this dictated order duly countersigned by an officer of this Court being served on them.

Witness Mr. Ashok Kumar Mathur, Chief Justice at Calcutta aforesaid the second day of July in the year two thousand and one.

Dube & Co.                      Advocate.  
S. S. Sarkar                      Advocate.

8-8-2001  
for Registrar



Schedule 'A' above referred to  
**Scheme of Amalgamation**  
Between  
**Omnicom Webtec Limited**  
-And-  
**Titagarh Wagons Limited**

**Part-I**

**DEFINITIONS:**

In this scheme unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings.

- A. "The Act" shall mean the Companies Act, 1956.
- B. "OWL" shall mean "Omnicom Webtec Limited" a Company incorporated on the 19th day of January, 2000 under the Companies Act, 1956 and having its Registered Office at 113, Park Street, Calcutta - 700 016, West Bengal.
- C. "TWL" shall mean "Titagarh Wagons Limited" a Company incorporated on the 3rd July, 1997 under the Companies Act, 1956 and having its Registered Office at 113, Park Street, Calcutta - 700 016, West Bengal.
- D. "Transfer Date" shall mean the 1st day of April, 2000.
- E. The Transferee Company means - "TWL".
- F. The Transferor Company means - OWL.
- G. Undertaking of the Transferor Companies shall mean and include:-

(i) All the properties, rights and liabilities of the Transferor Company immediately before the transfer date under this scheme and

(ii) Without prejudice to the generality of the foregoing clause, all rights, powers, interests, authorities, privileges and all properties and assets, whether movable or immovable, real or personal, Corporal or in-corporal, in possession or reversion, present or contingent or of whatsoever nature and wheresoever situated including all lands, building, installation furniture, fittings, office equipment, stocks, books, debts, cash in-hand, bank balance, remittance-in-transit, stamps in hand, loans and advances, deposits advance payment, prepaid expenses tax credits, compensation receivable and all contractual rights and all other interests or rights in or arising out of or relating to such property and all other property of Transferor Company and all debts liabilities, duties and obligations of Transferor Company of whatsoever kind including secured and unsecured loans, current liabilities and provisions and contingent and contractual liabilities.

**WHEREAS:**

1. OWL has an Authorised Share Capital of Rs.1,00,00,000/- divided into 10,00,000 Equity Shares of Rs.10/- each and Issued, Subscribed & Paid up Share Capital of Rs.53,70,700/- divided into 5,37,070 Equity Shares of Rs.10/- each fully paid-up.
2. TWL has an Authorised Share Capital of Rs.5,00,00,000/- divided into 50,00,000 Equity Shares of Rs. 10/- each and Issued Subscribed and Paid up Capital of Rs.1,36,00,000/- divided into 13,60,000 Equity Shares of Rs. 10/- each fully paid-up.
3. OWL is presently engaged in the business of dealing in software.
4. TWL is presently engaged in the business of dealing in manufacture of Railway Wagons.
5. All the Equity Shares issued by the Transferor Company is held by the Transferee Company and its nominees and accordingly the Transferor Company is wholly owned subsidiary of the Transferee Company. OWL & TWL are having similar business and in order to consolidate the management structure and to integrate the respective fields of activities of OWL & TWL for improving overall business efficiency, to streamline administration, to have a wider capital and financial base and strength, credit worthiness and in the overall interest of future growth, diversification and economics of operations, it is proposed to merge OWL with TWL.

## PART II

1. With effect from the Transfer Date, the undertaking of OWL shall, pursuant to section 394(2) of the Act and without any further act or deed shall be transferred to and vested in TWL and be deemed to have been transferred to and vested in TWL pursuant to section 394(2) of the Companies Act, subject however to all charges, liens, mortgages, mortgages and encumbrances, if any, affecting the same or any part thereof and all the assets & liabilities including book balance and Reserve and surplus, if any, of the Transferor Company shall be adopted and incorporated in the books of TWL at the book value thereof as they appear in the books of Accounts of OWL the difference between the assets & liabilities as above shall be credited to General Reserve in the books of account of TWL in case of surplus and be debited to goodwill in case of deficit.

2. If any suit, appeal or other proceedings of whatsoever nature (hereinafter called the proceedings) by or against OWL be pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of OWL or anything contained in this scheme but the proceedings may be continued, presence and enforced by or against TWL in the same manner and to the same extent as it would be or might have been continued at present and enforced by or against OWL as the case may be, if this scheme had not been made.

3. The transfer and vesting of properties and liabilities under clause 1 hereof and continuance of the proceedings under clause 2 hereof shall not affect any transaction or proceedings already concluded by or on behalf of OWL on and after the transfer date to the end and intent that TWL accepts and adopts all acts, deeds and things done or executed by or on behalf of OWL as acts, deeds and things done or executed by or on behalf of TWL. Further as from the transfer date OWL shall be deemed to have carried on and to be carrying on their business on behalf of and in trust for TWL until such time as this scheme becomes effective.

4. Subject to other provisions contained in this scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature of which OWL is a party subsisting or having effect immediately before the arrangement shall remain in full force and effect against or in favour of TWL and may be enforced as fully and effectively as if instead of OWL had been a party thereto.

5. Upon the scheme being sanctioned and coming into effect and transfers taking place as stipulated under clause 1 hereof:-

a) All the Equity shares of the Transferor Company are currently held by the Transferee Company and its nominees. In view of this no share need be issued by the Transferee Company to the members of the Transferor Company. All the shares held by the Transferee Company in the Transferor Company will be cancelled pursuant to the Amalgamation.

b) All loans/advances between OWL & TWL and all Equity Shares held by the above companies inter se shall stand cancelled.

## PART III

1. OWL & TWL shall make necessary application and/or petitions to the Hon'ble High Court at Calcutta for the sanction of this scheme under inter alia section 391 and 394 of the Companies Act, 1956 and for the dissolution without winding up of OWL.

2. The Board of Directors of OWL & TWL shall be entitled to and are hereby authorised on behalf of all concerned to make such modification to and are hereby authorised in and to the scheme which may be considered to be in the best interest of or the parties hereto and to accept and consent to any alterations, modifications, directions or conditions to the scheme which the Court or the Central Government or any other authority may deem fit to direct or impose and the Board of Directors of TWL shall be entitled to and are authorised on behalf of all concerned to take such steps or actions as may be considered necessary, desirable, expedient or appropriate to settle or receive any question, doubt or difficulty of whatsoever nature regarding the implementation of the scheme, whether by reason of any order of Court or of any directive or order of the Central Government or any other authority or otherwise arising out of or under or by virtue of this scheme and/or any matter concerned or connection therewith.

3. TWL shall pay and bear all the costs, charges and expenses of any of incidental to this scheme and the carrying out of the same into effect but in the event of the scheme becoming null and void for any reason whatsoever the costs, charges and expenses of and incidental thereto shall be borne and paid up by TWL.

4. All the returns, forms, resolutions etc. filed by OWL and share issued by TWL under the Companies Act, 1956 after the transfer date shall be deemed to be returned and share of TWL and all the returns filed by OWL under the Income Tax Act, 1961 after the transfer date shall be deemed to be returns of TWL shall consolidate and file revised return within the appropriate time to Income Tax Authority within 60 days after the certified copy of the order is received.

5. All dispute or doubts that may arise with regard to the matter under the scheme or the construction of any of the provisions thereunder shall be referred to Sri V. B. Chaturvedi, F.CA of Chaturvedi & Company, 60-Bentinck Street, Calcutta - 700 069 whose decision of the matter so referred shall be valid and binding on all the parties.

8-8-2001  
for Registrar

Schedule 'B' above referred to

Schedule of Assets

Omniconm Webtec Limited, (The Transferor Company) to be transferred to and vested in the Titagarh Wagons Limited (The Transferee Company) on 31st March 2000.

Part -I

A. Short Description of Freehold Properties:

1. All that Part and Parcel of total area 239.66 sq. Meter with independent shed allotted by Harayana State Electronics Development Corporation Limited being Type A, No.50 Electronics City, Sector 18, Gurgaon, at Haryana.

Part -II

B. Short Description of Lease Hold Properties:

NIL

Part -III

C. A short Description of All stocks, shares, Debentures And other chooses in Action of the Transferor Company.

NIL

J.K.Chandra  
8-8-2001  
for Registrar

**Company Petition No. 367 of 2009  
Connected with  
Company Application No. 494 of 2009**

**IN THE HIGH COURT AT CALCUTTA**

**Original Jurisdiction**

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President of the Union of India

In the Matter of:

The Companies Act, 1956

-And-

In the matter of:

An application under Section 391(2) and 394 of the said Act

-And-

In the matter of:

Titagarh Steels Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 113, Park Street, 10<sup>th</sup> Floor, Poddar Point, Kolkata - 700016 within the aforesaid jurisdiction.

The Honourable Mr. Justice  
Aniruddha Bose

-And-

Titagarh Biotec Private Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at "Premlata", 4<sup>th</sup> Floor, 39, Shakespeare Sarani, Kolkata - 700017 within the aforesaid jurisdiction.

-And-

Titagarh Wagons Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at "Premlata", 4<sup>th</sup> Floor, 39, Shakespeare Sarani, Kolkata - 700017 within the aforesaid jurisdiction.

1. Titagarh Steels Limited
2. Titagarh Biotec Private Limited
3. Titagarh Wagons Limited

Petitioners

The above petition coming on for hearing on this day upon reading the said petition, the order dated the Seventh day of July in the year of Two Thousand and Nine whereby the abovenamed petitioner Company No. 1 Titagarh Steels Limited (hereinafter referred to as the said Transferor Company No. 1) and the abovenamed petitioner Company No. 3 Titagarh Wagons Limited (hereinafter referred to as the said Transferee Company) were ordered to convene separate meetings of the equity shareholders of the said Transferor Company No. 1 and the said Transferee Company for the purpose of considering and if thought fit, approving with or without modification the proposed Scheme of Amalgamation of the said Transferor Company No. 1 and the abovenamed petitioner Company No. 2 Titagarh Biotec Private Limited (hereinafter referred to as the said Transferor Company No. 2) with the said Transferee Company and

whereby the meetings of the equity Shareholders of the said Transferor Company No. 2 was dispensed with in view of the fact that all the equity shareholders of the said Transferor Company No. 2 have given their written consents in favour of the proposed Scheme of Amalgamation And annexed to the affidavit of Mr. Jagdish Prasad Chowdhary filed on Sixth day of July in the year of Two Thousand and Nine "The Financial Express" and the "Aaj Kal" both dated the Twentieth day of July in the year of Two Thousand and Nine each containing the Advertisement of the notices convening the said meetings directed to be held by the said order dated Seventh day of July in the year of Two Thousand and Nine. The joint affidavit of Mr. Nand Kishore Mittal and Mr. Dinesh Arya filed on Fourth day of August in the year of Two Thousand Nine showing the publication and despatch of the said notices convening the said meetings, the reports of the chairpersons of the said meetings both dated the Twenty-fourth day of August in the year of Two Thousand and Nine as to the result of the said meetings And upon reading on the part of the said petitioner Companies, an affidavit of Mr. Swapan Kumar Roy, filed on the Fourth day of September in the year of Two Thousand and Nine and the exhibits therein referred to And upon reading the orders made herein and dated Twenty-Sixth day of August in the year of Two Thousand and Nine And upon reading on the part of the Central Government, an affidavit of Mr. U. C. Nahta, The Regional Director (Eastern Region), Ministry of Corporate Affairs, Kolkata filed on the Fourteenth day of September in the year of Two Thousand and Nine And upon hearing Mr. Ratnanko Banerjee, Advocate (Mr. D. N. Sharma, Advocate appearing with him) for the said petitioner Companies and Mr. Susanta Pal, Advocate appearing for the Union of India And it appearing from the said reports of the Chairpersons that the proposed Scheme of Amalgamation has been approved by the requisite majority of the equity Shareholders of the said Transferor Company No. 1 and the said Transferee Company in accordance with law.

This Court doth hereby sanction the proposed Scheme of Amalgamation set for in annexure "A" of the petition herein and specified in the Schedule 'A' hereto and doth hereby declare the same to be binding with effect from the First day of April in the year of Two Thousand and Nine (hereinafter referred to as the said Appointed Date) on the said Transferor Company No. 1 and 2 and the said Transferee Company and their respective Shareholders and all Concerned.

This court doth Order:

1. That all the property rights and powers of the said Transferor Company nos. 1 and 2 including those specified in the first, second and third parts of the schedule B hereto but excluding those specified in clause 4.2 of part II of the said Scheme be transferred from the said appointed date and vest without further act or deed to the said Transferee Company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956 be transferred to and vest in the said Transferee Company for all the estate and interest of the said Transferor Companies nos. 1 and 2 therein but subject nevertheless to all charges now affecting the same as provided in the Scheme and
2. That all the debts, liabilities, duties and obligations of the said Transferor Companies nos. 1 and 2 be transferred from the said appointed date without further act or deed to the said Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the debts, liabilities, duties and obligations of the said Transferee Company and
3. That all proceedings and/or Suits and/or appeals now pending by or against the said Transferor Company nos. 1 and 2 shall be continued by or against the said Transferee Company, and
4. That leave be and the same is hereby granted to the said petitioner Companies to file the Schedule of Assets of the said Transferor Company nos. 1 and 2 within a period of three weeks from the date hereof and
5. That the said Transferee Company do issue and allot to the shareholders of the said Transferor Company No. 1 the shares in the said Transferee Company to which they are entitled in terms of clause 11 of the said Scheme, and
6. That the said Transferor Company nos. 1 and 2 and the said Transferee Company do within a period of thirty days from the date hereof cause a certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration respectively, and
7. That the official Liquidator of this Hon'ble Court do file a report under second proviso to Section 394(1) of the Companies Act, 1956 in respect of the said Transferor Companies Nos. 1 and 2 within a period of Six Weeks from the date hereof, and

8. That the said Official Liquidator do forthwith serve a copy of the said report to be filed by him as aforesaid upon M/s. Khaitan & Co., the Advocates-On-Record of the said petitioner Companies after filing the same with this Hon'ble Court, and
9. That leave be and the same is hereby granted to the said Transferee Company to apply for dissolution without Winding-up of the said Transferor Companies nos. 1 and 2 after filing of the said report by the said Official Liquidator, and
10. That in the event the said petitioner Companies supply a computerized print out of the said Scheme and the Schedule of Assets relating there to in acceptable form to the department and the concerned department is hereby directed to append such computerized print out, upon verification to the certified copy of this order without insisting on a hand written copy thereof, and
11. That the said petitioner Companies do pay to the Central Government its costs of and incidentals to this application assessed at 300 Gold Mohars, and
12. That all parties concerned are to act on a Photostat Copy of this order duly countersigned by an officer of this court being served upon them.

Witness Mr. Surinder Singh Nijjar, the Chief Justice at Calcutta aforesaid, the Fourteenth day of September in the year of Two Thousand and Nine

Khaitan & Co. ---Advocates  
S. S. Sarkar --Advocate for the Central Government

sd/-  
For Registrar  
26.11.2009

Schedule 'A' above referred to

**SCHEME OF AMALGAMATION**  
(UNDER SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956)  
of  
*Titagarh Steels Limited*  
and  
*Titagarh Biotec Private Limited*  
with  
*Titagarh Wagons Limited*

**PART - I**  
(Preliminary)

**1. DEFINITIONS:**

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the following meanings:

- i. "Act" means the Companies Act, 1956 or any amendment, modification or re-enactment thereof from time to time.
- ii. "Appointed Date" means the 1st day of April, 2009.
- iii. "TSL" means Titagarh Steels Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 113, Park Street, 10<sup>th</sup> Floor, Poddar Point, Kolkata 700 016 in the State of West Bengal.
- iv. "TBPL" means Titagarh Biotec Private Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Premlata', 4<sup>th</sup> Floor, 39, Shakespeare Sarani, Kolkata 700 017 in the State of West Bengal.
- v. "Transferor Companies" means TSL and TBPL or any one of them as the context requires.
- vi. "Transferee Company" means Titagarh Wagons Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Premlata', 4<sup>th</sup> Floor, 39, Shakespeare Sarani, Kolkata 700 017 in the State of West Bengal.
- vii. "Undertakings of the Transferor Companies" means and includes:
  - (i) All the properties, assets, rights and powers of the Transferor Companies; and
  - (ii) all the debts, liabilities, duties and obligations of the Transferor Companies.

Without prejudice to the generality of the foregoing clause the said Undertakings shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, moveable or immovable, freehold or leasehold, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including land, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, loans and advances, leases and all other interests and rights in or arising out of such property together with all liberties, easements, advantages, exemptions, approvals, licenses, trade marks, patents, copyrights, import entitlements and other quotas, if any, held, applied for or as may be obtained hereafter by the Transferor Companies or which the Transferor Companies are entitled to together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Companies.
- viii. "Effective Date" means the date or last of the dates on which certified copies of the order of the Hon'ble High Court at Calcutta sanctioning the Scheme are filed with the Registrar of Companies, West Bengal by the Transferor Companies and the Transferee Company.
- ix. "Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) approved or directed by the Hon'ble High Court at Calcutta.

- x. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

**2. SHARE CAPITAL:**

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Companies and the Transferee Company as on the date of approval of this Scheme by the Board of Directors of the Transferor Companies and the Transferee Company, i.e. as on 15<sup>th</sup> May, 2009 is as under:

**Transferor Companies**

- a. TSL:

	<u>(Amount in Rs.)</u>
<u>AUTHORISED SHARE CAPITAL:</u>	
7,50,00,000 Equity Shares of Rs.10/- each	75,00,00,000
50,00,000 Preference Shares of Rs. 100/- each	50,00,00,000
	-----
	125,00,00,000
	-----

ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL:

1,32,10,361 Equity Shares of Rs.10/- each fully paid-up	13,21,03,610
Add: Amount paid up on forfeited Equity Shares	4,50,520
	-----
	13,25,54,130
	-----

- b. TBPL:

	<u>(Amount in Rs.)</u>
<u>AUTHORISED SHARE CAPITAL:</u>	
10,00,000 Equity Shares of Rs.10/- each	1,00,00,000

ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL:

8,84,500 Equity Shares of Rs.10/- each fully paid-up	88,45,000
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- c. **Transferee Company**

	<u>(Amount in Rs.)</u>
<u>AUTHORISED SHARE CAPITAL:</u>	
2,00,00,000 Equity Shares of Rs.10/- each	20,00,00,000
20,00,000 Preference Shares of Rs.10/- each	2,00,00,000
	-----
	22,00,00,000
	-----

ISSUED, SUBSCRIBED & PAID-UP SHARE CAPITAL:

1,84,42,115 Equity Shares of Rs.10/- each fully paid-up	18,44,21,150
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**3. OBJECTS AND REASONS:**

- i. TSL is engaged primarily in the business of manufacturing general and special castings including Cast Steel Casnub and Coco bogies, couplers, automatic centre buffer couplers, Cast Manganese Steel crossings and other sophisticated steel castings.
- ii. TBPL is wholly owned subsidiary of the Transferee Company incorporated with the object, inter alia, of cultivation of Jatropha seeds required for production of bio fuel. Such business has since been discontinued the same due to non-availability of suitable land and TBPL has been looking at proposals for using its resources in suitable other business.
- iii. The Transferee Company is engaged primarily in the business of manufacturing railway wagons, heavy earth moving and mining equipment and steel castings. In addition it has also undertaken the business of manufacture of steel bridges and electric multiple coaches.
- iv. A substantial portion of Cast Steel Casnub and Coco bogies, couplers, automatic centre buffer couplers and Cast Manganese Steel crossings required by the Transferee Company in manufacture of wagons is supplied to it by TSL. The businesses of TSL and the Transferee Company are on a sound footing and have good potential for growth and development. There exist considerable synergies between the said businesses. The Transferor



Companies and the Transferee Company are also part of the same group of Companies and are under common management and control.

- v. In the circumstances it is considered desirable and expedient to amalgamate the Transferor Companies with the Transferee Company in the manner and on the terms and conditions stated in this Scheme of Amalgamation.
- vi. The amalgamation will enable appropriate consolidation of the activities of the Transferor Companies and the Transferee Company with pooling and more efficient utilisation of their resources, greater economies of scale, reduction in overheads and other expenses and improvement in various other operating parameters. The same will result, inter alia, from advantages of vertical integration of the operations of TSL and the Transferee Company, including assured source of supply of intermediate raw materials, better inventory management and reduction of working capital requirements and lower cost of production of the end product which will be facilitated by and follow the amalgamation. The amalgamation will enable better utilisation of the resources of TBPL in the business of the amalgamated entity. The amalgamation will also lead to the formation of a larger and stronger entity having greater capacity for conducting its operations more efficiently and competitively. The Scheme is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.

**PART - II**  
(The Scheme)

**4. TRANSFER OF UNDERTAKINGS:**

- 4.1 With effect from the Appointed Date the Undertakings of the Transferor Companies shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act and subject to the provisions contained herein, including in relation to the mode and transfer of vesting, stand transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company, as going concerns without any further act, deed, matter or thing (save as provided in Clause 4.2 below) so as to become on and from the Appointed Date the Undertakings of the Transferee Company.
- 4.2 It is expressly provided that in respect of such of the said assets as are movable in nature or otherwise capable of being transferred by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Companies and shall become the property of the Transferee Company accordingly without requiring any deed or instrument of conveyance for the same.
- 4.3 All debts, liabilities, duties and obligations of the Transferor Companies shall also be transferred to the Transferee Company, without any further act or deed, pursuant to the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.
- 4.4 The transfer and vesting of the Undertakings of the Transferor Companies, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such charges, mortgages and/or encumbrances shall be confined only to the relative assets of the Transferor Companies or part thereof on or over which they are subsisting on transfer to and vesting of such assets in the Transferee Company and no such charges, mortgages, and/or encumbrances shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Companies are parties) to any assets of the Transferor Companies shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges, mortgages, and/or encumbrances in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.
- 4.5 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations and no-objection certificates obtained by the Transferor Companies for their operations and/or to which the Transferor Companies are entitled to in terms of the various Statutes and/or Schemes of Union and State Governments, Railways including Research Development & Scientific Organisation (RDSO), Government Companies or Public Sector Undertakings, including registrations granted to TSL by RDSO for manufacture of CMS Crossings, Part I Bogies (including Coco bogies), TT Couplers and Minor Draft Gear, shall be available to and vest in the Transferee Company, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Since the Undertakings of the Transferor Companies

will be transferred to and vested in the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations and no-objection certificates and to carry on and continue the operations of the Undertakings of the Transferor Companies on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (including Modvat/Cenvat), Sales Tax etc. to which the Transferor Companies are entitled to in terms of the various Statutes and/or Schemes of Union and State Governments shall be available to and vest in the Transferee Company upon this Scheme becoming effective.

**5. LEGAL PROCEEDINGS:**

If any suits, actions and proceedings of whatsoever nature (hereinafter called “**the Proceedings**”) by or against the Transferor Companies are pending on the Effective Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Companies with the Transferee Company or anything contained in the Scheme, but the 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 Companies, in the absence of the Scheme.

**6. CONTRACTS AND DEEDS:**

6.1 Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, engagements and other instruments of whatsoever nature to which the Transferor Companies are parties or to the benefit of which the Transferor Companies may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary thereto.

6.2 The Transferee Company shall, if and to the extent required by law, enter into and/or issue and/or execute deeds, writings or confirmations, or enter into any Tripartite Arrangement, confirmation or novation to give formal effect to the provisions of this Clause and to the extent that the Transferor Companies are required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Companies.

**7. SAVING OF CONCLUDED TRANSACTIONS:**

The transfer of the Undertakings of the Transferor Companies under Clause 4 above, the continuance of Proceedings under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above, shall not affect any transaction or Proceedings already concluded by the Transferor Companies 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 Companies in respect thereto, as if done and executed on its behalf.

**8. EMPLOYEES:**

On and from the Effective Date:

8.1 All the employees of the Transferor Companies in service on the Effective Date shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Companies without treating it as a break, discontinuance or interruption in service on the said date.

8.2 Accordingly the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Companies.

8.3 It is expressly provided that the Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Companies shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such Fund or Funds shall become those of the Transferee Company. Alternatively, the accumulated balances, if any, standing to the credit of the employees of the Transferor Companies, in such of the said Fund or funds as the Board of Directors of the Transferee Company may determine, will be transferred to such other existing or new Fund or Funds which may be established and/or caused to be recognised by the concerned authorities by the Transferee Company. Pending

the transfer as aforesaid, the Provident Fund, Gratuity Fund, Superannuation Fund and other such dues of the said employees of the Transferor Companies would be continued to be deposited in the existing funds respectively.

**9. DISSOLUTION OF THE TRANSFEROR COMPANIES:**

The Transferor Companies shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act.

**10. BUSINESS IN TRUST FOR THE TRANSFEREE COMPANY:**

With effect from the Appointed Date and up to the Effective Date:

10.1 The Transferor Companies shall carry on and be deemed to have carried on all their business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all their assets for and on account of and in trust for the Transferee Company.

10.2 The Transferor Companies shall carry on their businesses and activities with due diligence and business prudence and shall not charge, mortgage, encumber or otherwise deal with their assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of their business, without the prior written consent of the Transferee Company.

10.3 All profits or income accruing or arising to the Transferor Companies or expenditure or losses arising or incurred by the Transferor Companies including accumulated losses shall for all purposes be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.

**11. ISSUE OF SHARES**

11.1 Upon the Scheme coming into effect, and without any further application, act or deed, the Transferee Company shall, in consideration of the amalgamation, issue and allot to the members of TSL whose names appear in the Register of Members of TSL on such date ("the Record Date"), as the Board of Directors of the Transferee Company shall determine, Equity Shares of Rs.10/- each in the Transferee Company credited as fully paid up with rights attached thereto as hereinafter mentioned (hereinafter referred to as the "New Equity Shares") in the following ratio:

1 (One) New Equity Share of Rs.10/- each in the Transferee Company credited as fully paid up for every 36 (Thirty Six) Equity Shares of Rs.10/- each fully paid-up held by them in the capital of TSL.

11.2 No fractional shares shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the members of TSL may be entitled on issue and allotment of the New Equity Shares of the Transferee Company. The Board of Directors of the Transferee Company or a committee thereof shall consolidate all such fractional entitlements, and issue and allot New Equity Shares in lieu thereof to a Director and/or Officer(s) of the Transferee Company on the express understanding that such Director and/or Officer(s) to whom such New Equity Shares are allotted shall sell the same in the market and pay to the Transferee Company the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds to the members of TSL in proportion to their fractional entitlements.

11.3 For the purposes as aforesaid, the Transferee Company shall, if and to the extent required, apply for and obtain the requisite consent or approval of the Government of India and the Reserve Bank of India and other Appropriate Authorities concerned, for the issue and allotment by the Transferee Company to the respective non-resident members of TSL, of the New Equity Shares in the Share Capital of the Transferee Company in the ratio aforesaid.

11.4 The New Equity Shares of the Transferee Company to be issued and allotted in lieu of the Equity Shares of TSL, shall rank pari passu in all respects with the existing Equity Shares of the Transferee Company. Further such New Equity Shares shall, subject to applicable regulations, be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Equity Shares of the Transferee Company are listed and/or admitted to trading.

11.5 In respect of Equity Shares of TSL which are held in certificate form, the members of TSL holding such shares shall have the option, exercisable by notice in writing, by them to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company or a committee thereof, to

receive, either in certificate form or in dematerialised form, the New Equity Shares of the Transferee Company in lieu thereof in accordance with terms hereof. In the event such notice is not received by the Transferee Company in respect of any of the members, the New Equity Shares of the Transferee Company shall be issued to such members in certificate form. Those members exercising the option to receive the shares in dematerialised form shall be required to have an account with a depository participant and shall provide details thereof and such other confirmations as may be required. The Transferee Company shall issue and directly credit the dematerialised securities account of such members with the New Equity Shares of the Transferee Company. Notwithstanding anything to the contrary in this Scheme, upon the New Equity Shares in the Transferee Company being issued and allotted by it to the members of TSL as on the Record Date, the share certificates in relation to the Equity Shares held by them in TSL shall stand cancelled.

11.6 Consequent to and as part of the amalgamation of the Transferor Companies with the Transferee Company herein, the Authorised Share Capital of the Transferor Companies shall stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme, without any further act or deed, and without payment of any registration or filing fee on such combined Authorised Share Capital under Section 611 of the Act, the Transferor Companies and the Transferee Company having already paid such fees. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Companies with the Transferee Company shall be a sum of Rs.148,00,00,000/- divided into 9,60,00,000 Equity Shares of Rs.10/- each; 50,00,000 Preference Shares of Rs.100/- each; and 20,00,000 Preference Shares of Rs.10/- each.

11.7 Such resulting Authorised Share Capital of Rs.148,00,00,000/- of the Transferee Company shall, upon the Scheme becoming effective, stand reclassified and reorganised into 9,60,00,000 Equity Shares of Rs.10/- each and 5,20,00,000 Preference Shares of Rs.10/- each and Clause V of the Memorandum of Association of the Transferee Company shall stand altered accordingly.

## **12. CANCELLATION OF SHARES HELD INTER SE**

Upon this Scheme becoming effective, all shares held by the Transferee Company in the share capital of TBPL shall stand cancelled and in lieu thereof no allotment of any new shares in the Transferee Company shall be made to any person whatsoever.

## **13. ACCOUNTING:**

13.1 The amalgamation shall be accounted for in the books of account of the Transferee Company according to the pooling of interests method under Accounting Standard (AS) 14, 'Accounting for Amalgamations' issued by the Institute of Chartered Accountants of India.

13.2 Accordingly on and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, all assets and liabilities of the Transferor Companies transferred to the Transferee Company under the Scheme shall be recorded in the books of accounts of the Transferee Company at the book value as recorded in the Transferor Companies' books of accounts.

13.3 The difference between the amount recorded as additional share capital issued by the Transferee Company on amalgamation in terms of Clause 11.1 above and the total share capital of the Transferor Companies shall, subject to the other provisions contained herein, be adjusted against and reflected in the General Reserves and/or such other reserves of the Transferee Company as its Board of Directors may determine.

13.4 In case of any difference in accounting policy between the Transferor Companies and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the General Reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

## **14. APPLICATIONS:**

The Transferee Company and the Transferor Companies shall, with all reasonable dispatch, make necessary applications under Sections 391 to 394 of the Act, to the Hon'ble High Court at Calcutta respectively, for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Companies without winding up and apply for and obtain such other approvals, as required by law. Any such application shall, upon constitution of the National Company Law Tribunal under Section 10FB of the Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to

the Hon'ble High Court at Calcutta shall be construed as references to the National Company Law Tribunal as the context may require.

**15. APPROVALS AND MODIFICATIONS:**

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 authorise) are empowered and authorised:

15.1 To assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court at Calcutta and/or any authorities under law may deem fit to approve or direct or as may be otherwise deemed expedient or necessary by the respective Board of Directors as being in the best interest of the said companies and their shareholders.

15.2 To settle all doubts or difficulties that may arise in carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing 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 authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

**16. SCHEME CONDITIONAL UPON:**

The Scheme is conditional upon and subject to:

16.1 Approval of the Scheme by the requisite majority of the members of the Transferor Companies and the members of the Transferee Company; and

16.2 Sanction of the Scheme by the Hon'ble High Court at Calcutta.

Accordingly, the Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the date or last of the dates on which certified copies of the orders of the Hon'ble High Court at Calcutta sanctioning the Scheme are filed with the respective Registrar of Companies by the Transferor Companies and the Transferee Company.

**17. COSTS, CHARGES AND EXPENSES:**

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company. In the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each Company shall pay and bear their own costs.

**18. RESIDUAL PROVISIONS:**

18.1 On the approval of the Scheme by the members of the Transferor Companies and the members of the Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Section 81(1A) and any other provisions of the Act to the extent the same may be considered applicable.

18.2 The amalgamation of the Transferor Companies with the Transferee Company under this Scheme has been proposed in compliance with the provisions of Section 2(1B) of the Income-Tax Act.

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

18.4 If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. P L Agarwal, Advocate of 1B, Old Post Office Street, Kolkata-700001 whose decision shall be final and binding on all concerned.

Schedule 'B' above referred to

Schedule of Assets  
Of  
Titagarh Steels Limited ("TSL") And  
Titagarh Biotech Private Limited ("TBPL")  
to Be Transferred to  
Titagarh Wagons Limited ("The Transferee Company")

PART - I

(Short Description of Freehold Property of TSL and TBPL)

Section A - TSL

- a) All that piece or parcel of land admeasuring 9.56 acres or 38418.5808 sq. meters forming part and parcel of Steel Foundry Division of the erstwhile Britannia Engineering Company Limited (in liquidation) now belonging to TSL together with buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth or fixtures and fittings, constructed or erected or installed thereon or to be constructed, erected or installed thereon and lying or situate at Mouza Titagarh and Chanak, Thana Titagarh, Sub-Registration Office, Barrackpore, Dist. 24 Parganas in the State of West Bengal. Short particulars of the land are as follows:

<u>Sl. No.</u>	<u>Khatian No.</u>	<u>Dag No.</u>	<u>Area in Sq. Mtrs.</u>
1.	712	2371	281.3076
2.	729	2370	4581.2952
3.	648	2369	3214.9440
4.	650	2373	1969.1532
5.	23	2357	2170.0872
6.	73	2358	2732.7024
7.	647	2368	482.2416
8.	647	2367	723.3624
9.	647	2366	4661.6688
10.	676	2365	2933.6364
11.	23	2356	562.6152
12.	1922	2352	961.4832
13.	1320	2353	361.6812
14.	1922	2354	80.3736
15.	1423	2355	160.7472
16.	1922	2351	964.4832
17.	703	2350	1366.3512
18.	1320	3105	562.6152
19.	157	2360	321.4944
20.	1339	2361	602.8020
21.	102	2362	3375.6912
22.	160	2363	522.4284
23.	50	2364	522.4284
24.	683	2336	2451.3948
25.	127	2411	361.6812
26.	1829	2412 P	80.3736
27.	2335		1165.4172
28.		2327 P	241.1208
			-----
			38418.5808
			=====

- b) All factory buildings including temporary sheds, structures etc. comprising of total area of 14850.15 sq. metres and non factory building comprising of total area of 2429.95 sq. metres at 1, Abdul Quddas Road, Titagarh 743188, District-24 Parganas (North), West Bengal

- c) Built-up office space of 5,131 sq. ft. in premises No.113, Park Street, 10th Floor, Kolkata 700 016
- d) One Flat (No.26A-33) in the building at Rajedeeep Brindaban Co-operative Housing Society Limited, Brindaban Society, Thane (W)- 400 601 measuring about 600 sq. ft. at Thane, Mumbai

Section B - TBPL

Nil

PART - II

(Short description of Leasehold Property of TSL and TBPL)

Section A- TSL

Premises occupied by TSL on ground floor of building No.223, known as Indian Globe Chambers at 143, Walchand Hirachand Marg, Mumbai 400 001

Section B-TBPL

Nil

PART III

(Short description of stocks, shares, debentures and other choses in action of TSL and TBPL)

Movables of TSL and TBPL are transferable to the Transferee Company as per clause 4.2 of Part II of the Scheme.

Section A - TSL

A. Investments of TSL in securities of other bodies corporate:

Sl. No.	Name of Company	No. of securities held
1.	Continental Valves Limited	2,02,500 Equity Shares of Rs.10/- each fully paid up
2.	Industrial Development Bank of India	11,040 Equity Shares of Rs.10/- each fully paid up
3.	Bank of Baroda	5,000 Equity Shares of Rs.10/- each fully paid up
4.	State Bank of Bikaner & Jaipur	10,250 Equity Shares of Rs.10/- each fully paid up
5.	Tecalemit Industries Ltd.	8,85,000 Equity Shares of Rs.10/- each fully paid up
6.	Unit Trust of India	4,468 Units of Rs.10/- each fully paid up
7.	7 Year National Savings Certificate (Deposited with Central Excise and Sales Tax Authorities)	Value Rs.2,03,000/-
8.	Titagarh Papers Limited	49,33,000 Equity Shares of Rs.10/- each fully paid up
9.	Bhatpara Papers Limited	50,000 Equity Shares of Rs.10/- each fully paid up

B. Licenses, Registrations, Applications etc .of TSL:

Sl. No.		Description	Registration No.
1.	Research Designs and Standard Organization	Class A approval	MW/IL/Fdy. Classification/TSL/C
2.	Research Designs and Standard Organization	Cast Manganese Steel Crossing-Part II	QA/CT/XH/INSP/TIL
3.	Research Designs and Standard Organization	Bogie Frame Assembly for Co-Co Trimount Bogie-Part I	MW/IL/Regn/TIL/C
4.	Research Designs and Standard Organization	Cast Steel bogies for CONCOR flat Wagons- Part I	MW/IL/Regn/TSL/C
5.	Research Designs and Standard Organization	Casub bogie and its components Part I	MW/IL/Regn/TSL/C
6.	Research Designs and Standard Organization	High Tensile Centre Buffer Coupler and its components for freight Stock Part I	MW/IL/Regn/TSL/C
7.	Research Designs and Standard Organization	High Tensile Transition Centre Buffer Coupler and its components for Locomotive Part I	MW/IL/Regn/TSL/C
8.	Research Designs and Standard Organization	Alliance II Coupler and its components Part I	MW/IL/Regn/TSL/C
9.	TUV NORD	ISO 9001:2000	44 100 950031- E3
10.	Department of Scientific and Industrial Research	Recognition of In House R&D Unit(s)	F.No. 2(158)/2008/RDI/1292
11.	All other statutory permissions, approvals, consents, registrations and no-objection certificates obtained by TSL and clearances, authorities, power of attorney given by, issued to or executed in favour of TSL and applications made by TSL in terms of the various Statutes and/or Schemes of Union and State Governments		

Section B- TBPL

Nil

sd/-  
For Registrar  
26.11.2009



Company Petition No. 259 of 2016  
Connected with Company Application No. 740 of 2015  
IN THE HIGH COURT AT CALCUTTA  
Original Jurisdiction

IN THE MATTER OF :  
Companies Act, 1956

And

IN THE MATTER OF Section 391 (1),  
393 and 394 of the Companies Act, 1956;

And

IN THE MATTER OF :

1. **TITAGARH MARINE LIMITED**, a Company being an existing company under the provisions of the Companies Act, 2013 and having its registered office at 1 B Aster Court, 3, Loudon Street, Kolkata-700017.

2. **CIMCO EQUITY HOLDINGS PRIVATE LIMITED**, a company being an existing company under the provisions of the Companies Act, 2013 and having its registered office at 756, Anandapur, E M Bypass, Kolkata-700107.

3. **CORPORATED SHIPYARD PRIVATE LIMITED**, a company being an existing Company under the provisions of the Companies Act, 2013 and having its registered office at 3A & B Diamond Chamber, 4, Chowringhee Lane, Kolkata - 700016

4. **TIMES MARINE ENTERPRISES PRIVATE LIMITED**, a company being an existing company under the provisions of the Companies Act, 2013 and having its registered office at 4/1, Foreshore Road, Botanical Garden, Howrah- 711 103

..... **TRANSFEROR COMPANIES.**

And

IN THE MATTER OF :

5. **TITAGARH WAGONS LIMITED**, a company being an existing company under the provisions of the Companies Act, 2013 and having its registered office at 1 B, Aster Court, 3, Loudon Street, Kolkata - 700017.

.....**TRANSFeree COMPANY**

And

IN THE MATTER OF :

1. **TITAGARH MARINE LIMITED**
2. **CIMCO EQUITY HOLDINGS PRIVATE LIMITED**
3. **CORPORATED SHIPYARD PRIVATE LIMITED**
4. **TIMES MARINE ENTERPRISES PVT. LTD.**
5. **TITAGARH WAGONS LIMITED.**

..... **APPLICANTS.**

Company Petition No. 259 of 2016  
Connected with Company Application No. 740 of 2015  
IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

President of the Union of India

IN THE MATTER OF :

Companies Act, 1956

And

IN THE MATTER OF Section 391 (2),  
393 and 394 of the Companies Act, 1956;

And

IN THE MATTER OF :

1. **TITAGARH MARINE LIMITED**, a Company being an existing company under the provisions of the Companies Act, 2013 and having its registered office at 1 B Aster Court, 3 Loudon Street, Kolkata-700017

2. **CIMCO EQUITY HOLDINGS PRIVATE LIMITED**, a company being an existing company under the provisions of the Companies Act, 2013 and having its registered office at 756, Anandapur, E M Bypass, Kolkata-700107.

3. **CORPORATED SHIPYARD PRIVATE LIMITED**, a company being an existing Company under the provisions of the Companies Act, 2013 and having its registered office at 3A & B Diamond Chamber, 4, Chowringhee Lane, Kolkata – 700016

4. **TIMES MARINE ENTERPRISES PRIVATE LIMITED**, a company being an existing company under the provisions of the Companies Act, 2013 and having its registered office at 4/1, Foreshore Road, Botanical Garden, Howrah- 711 103

..... **TRANSFEROR COMPANIES.**

And

IN THE MATTER OF :

5. **TITAGARH WAGONS LIMITED**, a company being an existing company under the provisions of the Companies Act, 2013 and having its registered Office at 1 B, Aster Court, 3 Loudon Street, Kolkata – 700017.

.....**TRANSFeree COMPANY**

And

IN THE MATTER OF :

1. **TITAGARH MARINE LIMITED**

2. **CIMCO EQUITY HOLDINGS PRIVATE LIMITED**

3. **CORPORATED SHIPYARD PRIVATE LIMITED**

4. **TIMES MARINE ENTERPRISES PVT. LTD.**

5. **TITAGARH WAGONS LIMITED.**

..... **APPLICANTS.**

Honourable Mr Justice  
Biswanath Samadder

The above petition coming on for hearing on this day upon reading the said petition the order dated fifth day of January in the year two thousand sixteen modified by order dated eleventh day of January in the year two thousand sixteen whereby the abovenamed petitioner company no. 1. Titagarh Marine Limited, petitioner company no. 2. Cimco Equity Holdings Private Limited, petitioner company no. 3. Corporated Shipyard Private Limited, petitioner company no. 4. Times Marine Enterprises Private Limited (hereinafter referred to as the said transferor company) and the petitioner company no. 5 Titagarh Wagons Limited (hereinafter referred to as the said transferee company) were ordered to convene separate meetings of their equity shareholders for the purpose of considering and if though fit, approving with or without modification, the proposed scheme of amalgamation of the said transferor companies with the said transferee company and annexed to the joint affidavit of Goutam Roy, Dinesh Arya and Sudipta Mukherjee filed on twenty second day of December in the year two thousand fifteen "The Business standard" and the "Sambad Pratidin" both dated fifteenth day of January in the year two thousand sixteen each containing the advertisement of the notice convening the said meetings directed to be held by the said order dated fifth day of January in the year two thousand sixteen modified by the order dated – eleventh day of January in the year two thousand sixteen the affidavit of Ashok Kumar Das filed on second day of March in the year two thousand sixteen showing the publications and dispatch of the said notice convening the said meetings the reports of the chairpersons of the said meetings all filed on twenty ninth day of February in the year two thousand sixteen as to the result of the said meetings the report of the scrutinizer filed on twenty ninth day of February in the year two thousand sixteen as to the Postal Ballot and e-voting process for the meeting of the equity shareholders of said petitioner company no.5 And upon reading on the part of the said petitioner an affidavit of Ashok Kumar Das filed on third day of May in the year two thousand sixteen and the exhibits therein referred to And upon reading on the part of the Central Government an affidavit of Narender Kumar Bhola, Regional Director, Eastern Region, Ministry of Corporate Affairs, Kolkata, filed on seventeenth day of May in the year two thousand sixteen And upon reading the order made herein and dated twenty ninth day of March in the year two thousand sixteen And upon hearing (Ms. Manju Bhuteria, Advocate and Ms. Ashima Roy Chowdhury, Advocate and it appearing from the said reports of the chairpersons that the proposed scheme of amalgamation has been approved by the requisite majority of the equity shareholders of the said transferor company and the said transferee company in accordance with law and it appears from the said report of the scrutinizer that the resolution is passed in respect of the petitioner company no. 5 at the Court convened Meeting and Postal Ballot, e-voting with requisite majority and that the Central Government has filed its said affidavit and it has made certain observations in paragraph-2 of its affidavit.

In paragraph 2 (a) it is submitted that Registrar of Companies, West Bengal vide his letter No. Roc/Amal/21-084819/92 dated fourth day of May in the year two thousand sixteen has reported that the following cases are pending against the transferor company No. 3. i.e M/s. Corporated Shipyard Private Limited and the transferee company, M/s. Titagarh Wagons Limited :-

Sl.	Name of the Company	Accused Person	Under Section	Case No.	Name of the Court
1	Corporated Shipyard private Limited.	Corporated Shipyard Private Limited; Mr. Goutam Roy, Mr. Rahesh Kumar Goel.	205C r.w. 629A	C/10483/2014	C J M, Alipore
2	Titagarh Wagons Limited	R. K. Agarwal (partner) CA, S.R. Batliboi & Co. CAS.	227 (2)	C/18252/2012	C M M, Kolkata
3	Titagarh Wagons Limited	R.K. Agarwal (partner) CA, S.R. Batliboi & Co. CAS.	227 (2) r.w 211 (1) & (2)	C/18253/2012	C M M, Kolkata
4	-do-	R.K. Agarwal (partner) CA, S.R. Batliboi & Co. CAS.	227 (2)	C/18254/2012	C M M, Kolkata
5	-do-	R.K Agarwal (partner) CA, S.R. Batliboi & Co. CAS.	227 (2)	C/18255/2012	C M M, Kolkata
6	-do-	R.K. Agarwal (partner) CA, S.R. Batliboi & Co. CAS.	227 (2)	C/18256/2012	C M M, Kolkata
7	-do-	R.K. Agarwal (partner) CA, S.R. Batliboi & Co. CAS.	227 (2)	C/18257/2012	C M M, Kolkata

In paragraph 2 (b) it is submitted that as per instructions of the Ministry of Corporate Affairs, New Delhi, a copy of the scheme was forwarded to the Income Tax Department on fifth day of April in the year two thousand sixteen with a request to forward their comments/observations/objections if any, on the proposed scheme of amalgamation within fifteen days. But, no comments/observations/ objections from the Income Tax Department has been received by this Directorate in connection with the Scheme of Amalgamation. And is submitted by the Learned Advocate appearing on behalf of the petitioner companies that the pending criminal cases are not going to be affected in any manner if the said scheme of amalgamation is allowed And in view of such categorical assurance given on behalf of the petitioner companies and taking into consideration that there are no adverse observations made by the Central Government.

This Hon'ble Court doth hereby sanction the proposed Scheme of Amalgamation mentioned in paragraph-1 of this petition being annexure 'A' of the petition herein and specified in the Schedule 'A' hereto and doth hereby declare the same to be binding with effect from first day of April in the year two thousand fifteen (hereinafter referred to as the said- "Appointed Date") on the said transferor companies and the said transferee company and their shareholders and all concerned.

This Court doth order :-

1. That all the properties, rights, interest, assets and undertakings of the said transferor companies including those specified in the first, second and third parts of the Schedule-B hereto be transferred from the said Appointed Date and vested without further act or deed in the said transferee company and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and vested in the said transferee company for all the estates and interest of the said transferor companies but subject nevertheless to all charges now affecting the same; and
2. That all the liabilities and duties of the said transferor companies be transferred from the said Appointed date without further act or deed to the said transferee company and accordingly, the same shall pursuant to section 394 (2) of the companies Act, 1956 be transferred to and become the liabilities, duties and obligations of the said transferee company; and
3. That all proceedings and /or suits and/or appeals and /or any proceedings now pending by or against the said transferor Companies shall be continued by or against the said transferee company; and
4. That the official Liquidator attached to this Hon'ble Court do submit and file before this Hon'ble Court a report under second proviso to section 394 (1) of the Companies Act, 1956 in respect of the said transferor companies within in six weeks from the date of communication of this order; and
5. That the said official Liquidator do serve a copy of the report on the said transferor companies or to the M/s. Fox & Mondal, Advocates on record of the petitioner companies immediately after filing the report with this Hon'ble Court; and
6. That leave be and the same is hereby given to the said transferee company to apply for dissolution without winding up of the said transferor companies after filing of the said report by the said official Liquidator; and
7. That the said transferor companies and the said transferee company do within a period of thirty days from the date of obtaining the certified copy of this order cause the said certified copy to be delivered to the Registrar of Companies West Bengal for registration; and
8. That leave be and the same is hereby granted to the said petitioner companies to file the schedule of Assets of the said transferor companies within in a period of three weeks from the date hereof; and
9. That in the event the said petitioner companies supply a legible computerised print out of the scheme and the schedule of Assets in acceptable form to the department, the concerned Department will append such computerized print out, upon verification, to the certified copy of this order without insisting on a hand written copy thereof; and
10. That the said petitioner companies do pay to the Central Government its costs of and incidental to this application assessed at three hundred Gold Mohurs; and
11. That the company Petition No. 259 of 2016 of this application be and the same is hereby disposed of with the aforesaid directions.

Witness Mrs. Manjula Chellur, Chief Justice at Calcutta aforesaid the seventeenth day of May in the year two thousand sixteen.

M/s Fox & Mondal..... Advocates

M.C Prusty.....Additional Central Government Advocate

S. Das Sarkar

11/07/2016

For Registrar

## SCHEDULE "A" ABOVE REFERRED TO

### SCHEME OF AMALGAMATION

#### UNDER SECTIONS 391 to 394 OF THE COMPANIES ACT, 1956

And all other applicable provisions of the Companies Act, 1956 and Companies Act, 2013

(to the extent notified)

OF

TITAGARH MARINE LIMITED, 1B Aster Court, 3, Loudon Street, Kolkata-700017 (for short the "1st Transferor Company")

CIMCO EQUITY HOLDINGS PRIVATE LIMITED, 756, Anandapur, EM Bypass, Kolkata - 700 107 (for short the "2nd Transferor Company")

CORPORATED SHIPYARD PRIVATE LIMITED, 3A & B, Diamond Chamber, 4, Chowringhee Lane, Kolkata - 700 016 (for short the "3rd Transferor Company")

TIMES MARINE ENTERPRISES PRIVATE LIMITED, 4/1, Fore Shore Road, Botanical Garden, Howrah - 711103 (for short the "4th Transferor Company")

WITH

TITAGARH WAGONS LIMITED, 1B Aster Court, 3, Loudon Street, Kolkata - 700 017 (for short the "Transferee Company")

#### GENERAL

##### A. Description of Companies:

1. The 1st Transferor Company (also TML), is an existing Company within the meaning of the Companies Act, 2013. It was incorporated as a public limited company by the name of Titagarh Shipyard Limited on 1st September, 2008 under the Companies Act, 1956. Thereafter the Company's name was changed to Titagarh Marine Limited on 10th October, 2011. The Company is presently engaged *inter alia* in the business of shipbuilding, ship breaking, shipping, marine engineering, naval architecture and ocean engineering. TML is a wholly-owned subsidiary of the Transferee Company. Its registered office is at 1B Aster Court, 3, Loudon Street, Kolkata-700017.
2. The 2nd Transferor Company (also CEHPL) is also an existing Company within the meaning of the Companies Act, 2013. It was incorporated as a private limited company on 12th September, 2008 under the Companies Act, 1956. The Company is presently engaged *inter alia* in the business of acquiring, subscribing, purchasing, holding, dealing in, investing, buying and selling shares, bonds, acknowledgements and securities of any kind whatsoever. CEHPL is also a wholly-owned subsidiary of the Transferee Company. Its registered office is at 756, Anandapur, EM Bypass, Kolkata - 700 107.

3. The 3rd Transferor Company (also CSPL), is also an existing Company within the meaning of the Companies Act, 2013. It was incorporated as a private limited company by the name of Corporated Consultancy & Engineering Enterprises Private Limited on 2nd June, 1981 under the Companies Act, 1956. Thereafter the Company's name was changed to Corporated Shipyard Private Limited on 4th January, 2008. The Company is presently engaged *inter alia* in the business of building, constructing, repairing, fitting out, renovation, conversion, alteration, breaking up of ships, floating structures, watercrafts and vessels of every description in India and/or abroad. CSPL is a wholly-owned subsidiary of the 1st Transferor Company. Its registered office is at 3A & B, Diamond Chamber, 4, Chowringhee Lane, Kolkata - 700 016.

4. The 4th Transferor Company (also TMEL), is also an existing Company within the meaning of the Companies Act, 2013. It was incorporated as a private limited company on 8th February, 1995 under the Companies Act, 1956. The Company is presently engaged *inter alia* in the business of building, assembling, fitting, constructing, repairing, conversion, alteration and managing ships, vessels and other floating crafts. TMEL is also a wholly-owned subsidiary of the 1st Transferor Company. Its registered office is at 4/1, Foreshore Road, Botanical Garden, Howrah 711103.

5. The Transferee Company (also TWL), is also an existing Company within the meaning of the Companies Act, 2013. It was incorporated as a public limited company on 23rd July, 1997 under the Companies Act, 1956. The Company is primarily engaged in the business of Railway Wagons and Coaches, Steel Castings, Bailey Bridges and Special Projects. Its registered office is at 1B Aster Court, 3, Loudon Street, Kolkata - 700 017.

6. The 1st Transferor Company, 2nd Transferor Company, 3rd Transferor Company and 4th Transferor Company are hereinafter collectively referred to as the "Transferor Companies".

7. This Scheme of Amalgamation provides for the amalgamation of the Transferor Companies with the Transferee Company pursuant to Sections 391 to 394 and other relevant provisions of the Companies Act, 1956.

##### B. Rationale of the Scheme:

The amalgamation of the Transferor Companies with the Transferee Company would *inter alia* have the following benefits:

- a) The Transferor Companies are wholly-owned subsidiaries of the Transferee Company and the proposed amalgamation of the Transferor Companies with the Transferee Company in accordance with this Scheme will enable the Transferee Company to realize the substantial benefits of greater size, scale, integration and greater financial strength and flexibility and would

enable it to pool the managerial resources in the interest of maximizing overall shareholder value.

- b) The synergies that exist between the entities in terms of services, finance, legal and general management can be put to the best advantage of all stakeholders;
- c) The amalgamation will result in better economic control, increased financial strength and flexibility and enhance the ability of the amalgamated entity to undertake large projects, thereby contributing to enhancement of future business potential;
- d) The amalgamated entity will benefit from improved organizational capacity and leadership, arising from the combination of people from the Transferor Companies and the Transferee Company who have diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry;
- e) 'Cost savings are expected to flow from rationalisation and simplification of business processes, improved procurement and the elimination of duplication and rationalization of administrative expenses.

In view of the aforesaid, the Boards of Directors of the Transferor Companies as well as the Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertakings and businesses of the Transferor Companies to the Transferee Company pursuant to the provisions of Section 391 to Section 394 of the Companies Act, 1956.

#### C. Parts of the Scheme:

This Scheme of Amalgamation is divided into the following parts:

- i. Part I deals with definitions of the terms used in this Scheme of Amalgamation and sets out the share capital of the Transferor Companies and the Transferee Company.
- ii. Part II deals with the transfer of the respective Undertakings (as hereinafter defined) of the Transferor Companies to the Transferee Company.
- iii. Part III deals with the accounting treatment and declaration of dividends.
- iv. Part IV deals with the dissolution of the Transferor Companies and general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integrally connected thereto.

### PART - I

#### DEFINITIONS AND SHARE CAPITAL

##### DEFINITIONS:

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

- (i) 'Act' means the Companies Act, 2013 (and in respect of provisions not yet in force, the Companies Act,

1956) or any statutory amendment(s) or re-enactment thereto, from time to time.

- (ii) 'Appointed Date' for the purpose of the Scheme means the date beginning with the business hours on the 1st day of April, 2015.
- (iii) 'Effective Date' means the last of the dates on which all the conditions and matters referred to in clause 22 of Part IV hereof have been fulfilled and the order of the High Court at Calcutta sanctioning the Scheme has been filed with the Registrar of Companies by the Transferor Companies and the Transferee Company. References in this Scheme to the date of 'coming into effect of this Scheme' or 'effectiveness of the Scheme' shall mean the Effective Date.
- (iv) 'High Court' means the Hon'ble High Court at Calcutta.
- (v) 'Scheme' means this Scheme of Amalgamation in its present form or with any modifications approved or directed by the Hon'ble Court at Calcutta.
- (vi) 'Undertakings of the 1st Transferor Company' shall mean:

- (a) All the assets and properties (whether movable or immovable, if any, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the 1st Transferor Company including, without being limited to land and building, office equipments, accessories, power lines, deposits, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), cash balances including with banks, loans (including working capital loan), advances, contingent rights or benefits, receivables, earnest moneys, advances or deposits paid by the 1st Transferor Company, its goodwill, financial assets, lease and hire purchase contracts, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantee, reversions, powers, municipal permissions, authorities, allotments, approvals, consents, licences, registrations, contracts, engagements, arrangements, customer registrations, customer approvals, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of, or enjoyed by the 1st Transferor Company including licenses, fixed and other assets, trade and service names, liberties, patents, trademarks, designs, copyrights and other intellectual property rights of any nature whatsoever, import licences, quotas, permits, concessions, subsidies, approvals, authorisations, right to use and avail of telephones, facsimile connections, LAN installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets and properties and all agreements and all other interests held in trust, registrations, contracts, engagements, arrangements of all kinds,

privileges and all other rights including sales tax deferrals, titles, interests, benefits (including tax benefits), easements, arrangements of all kind, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested or granted in favour of or enjoyed by the 1st Transferor Company 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 1st Transferor Company;

- (b) All secured and unsecured debts, liabilities (including contingent liabilities), duties and obligations of the 1st Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilized for the benefit of or enjoyed by the 1st Transferor Company;
  - (c) All agreements, rights, contracts, entitlements, permits, licences, approvals, authorities, concessions, consents, quota rights, fuel linkages, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantee, reversions, powers and all other approvals of every kind, nature, description whatsoever relating to the business activities and operations of the 1st Transferor Company;
  - (d) All records, files, papers, computer programmes, manuals, catalogues, sales material, list of clients, other client information and all other records and documents relating to the business activities and operations of the 1st Transferor Company; and
  - (e) All employees engaged in or relating to the business activities and operations of the 1st Transferor Company.
- (vii) 'Undertakings of the 2nd Transferor Company' shall mean:
- (a) All the assets and properties (whether movable or immovable, if any, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the 2nd Transferor Company including, without being limited to land and building, office equipments, accessories, power lines, deposits, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), cash balances including with banks, loans (including working capital loan), advances, contingent rights or benefits, receivables, earnest moneys, advances or deposits paid by the 2nd Transferor Company, its goodwill, financial assets, lease and hire purchase contracts, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantee, reversions, powers, municipal permissions, authorities, allotments, approvals, consents, licences, registrations, contracts, engagements, arrangements, customer registrations, customer approvals, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever

situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of, or enjoyed by the 2nd Transferor Company including licenses, fixed and other assets, trade and service names, liberties, patents, trademarks, designs, copyrights and other intellectual property rights of any nature whatsoever, import licences, quotas, permits, concessions, subsidies, approvals, authorisations, right to use and avail of telephones, facsimile connections, LAN installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets and properties and all agreements and all other interests held in trust, registrations, contracts, engagements, arrangements of all kinds, privileges and all other rights including sales tax deferrals, titles, interests, benefits (including tax benefits), easements, arrangements of all kind, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested or granted in favour of or enjoyed by the 2nd Transferor Company 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 2nd Transferor Company;

- (b) All secured and unsecured debts, liabilities (including contingent liabilities), duties and obligations of the 2nd Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilized for the benefit of or enjoyed by the 2nd Transferor Company;
  - (c) All agreements, rights, contracts, entitlements, permits, licences, approvals, authorities, concessions, consents, quota rights, fuel linkages, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantee, reversions, powers and all other approvals of every kind, nature, description whatsoever relating to the business activities and operations of the 2nd Transferor Company;
  - (d) All records, files, papers, computer programmes, manuals, catalogues, sales material, list of clients, other client information and all other records and documents relating to the business activities and operations of the 2nd Transferor Company; and
  - (e) All employees engaged in or relating to the business activities and operations of the 2nd Transferor Company.
- (viii) 'Undertakings of the 3rd Transferor Company' shall mean:
- (a) All the assets and properties (whether movable or immovable, if any, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the 3rd Transferor Company including, without being limited to land and building, office equipments, accessories, power lines, deposits, assets, investments of all kinds (including shares,



scrips, stocks, bonds, debenture stocks, units), cash balances including with banks, loans (including working capital loan), advances, contingent rights or benefits, receivables, earnest moneys, advances or deposits paid by the 3rd Transferor Company, its goodwill, financial assets, lease and hire purchase contracts, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantee, reversions, powers, municipal permissions, authorities, allotments, approvals, consents, licences, registrations, contracts, engagements, arrangements, customer registrations, customer approvals, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of, or enjoyed by the 3rd Transferor Company including licenses, fixed and other assets, trade and service names, liberties, patents, trademarks, designs, copyrights and other intellectual property rights of any nature whatsoever, import licences, quotas, permits, concessions, subsidies, approvals, authorisations, right to use and avail of telephones, facsimile connections, LAN installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets and properties and all agreements and all other interests held in trust, registrations, contracts, engagements, arrangements of all kinds, privileges and all other rights including sales tax deferrals, titles, interests, benefits (including tax benefits), easements, arrangements of all kind, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested or granted in favour of or enjoyed by the 3rd Transferor Company 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 3rd Transferor Company;

- (b) All secured and unsecured debts, liabilities (including contingent liabilities), duties and obligations of the 3rd Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilized for the benefit of or enjoyed by the 3rd Transferor Company;
- (c) All agreements, rights, contracts, entitlements, permits, licences, approvals, authorities, concessions, consents, quota rights, fuel linkages, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantee, reversions, powers and all other approvals of every kind, nature, description whatsoever relating to the business activities and operations of the 3rd Transferor Company;
- (d) All records, files, papers, computer programmes, manuals, catalogues, sales material, list of clients, other client information and all other records and

documents relating to the business activities and operations of the 3rd Transferor Company; and

- (e) All employees engaged in or relating to the business activities and operations of the 3rd Transferor Company.
- (ix) 'Undertakings of the 4th Transferor Company' shall mean:
  - (a) All the assets and properties (whether movable or immovable, if any, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the 4th Transferor Company including, without being limited to land and building, office equipments, accessories, power lines, deposits, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), cash balances including with banks, loans (including working capital loan), advances, contingent rights or benefits, receivables, earnest moneys, advances or deposits paid by the 4th Transferor Company, its goodwill, financial assets, lease and hire purchase contracts, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantee, reversions, powers, municipal permissions, authorities, allotments, approvals, consents, licences, registrations, contracts, engagements, arrangements, customer registrations, customer approvals, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of, or enjoyed by the 4th Transferor Company including licenses, fixed and other assets, trade and service names, liberties, patents, trademarks, designs, copyrights and other intellectual property rights of any nature whatsoever, import licences, quotas, permits, concessions, subsidies, approvals, authorisations, right to use and avail of telephones, facsimile connections, LAN installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets and properties and all agreements and all other interests held in trust, registrations, contracts, engagements, arrangements of all kinds, privileges and all other rights including sales tax deferrals, titles, interests, benefits (including tax benefits), easements, arrangements of all kind, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested or granted in favour of or enjoyed by the 4th Transferor Company 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 4th Transferor Company;
  - (b) All secured and unsecured debts, liabilities (including contingent liabilities), duties and obligations of the 4th Transferor Company of every kind, nature and

description whatsoever and howsoever arising, raised, incurred or utilized for the benefit of or enjoyed by the 4th Transferor Company;

- (c) All agreements, rights, contracts, entitlements, permits, licences, approvals, authorities, concessions, consents, quota rights, fuel linkages, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantee, reversions, powers and all other approvals of every kind, nature, description whatsoever relating to the business activities and operations of the 4th Transferor Company;
- (d) All records, files, papers, computer programmes, manuals, catalogues, sales material, list of clients, other client information and all other records and documents relating to the business activities and operations of the 4th Transferor Company; and
- (e) All employees engaged in or relating to the business activities and operations of the 4th Transferor Company.
- (x) All terms 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, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations and bye laws, as may be applicable or any statutory amendment(s) or re-enactment thereof, from time to time.

#### SHARE CAPITAL:

##### 2.1 1st Transferor Company :

As per the audited balance sheet of the 1st Transferor Company for the year ended March 31, 2015, the capital structure of the 1st Transferor Company is as follows:

Authorised Capital of Rs.10,00,00,000/- (Rupees Ten Crores Only) divided into 1,00,00,000 (One Crore) Equity Shares of Rs.10/- each and an issued, subscribed and paid up capital Rs.4,55,00,500/- (Rupees Four Crores Fifty Five Lakhs and Five Hundred Only), divided into 45,50,050 equity shares of Rs.10/- each fully paid up.

##### 2.2 2nd Transferor Company:

As per the audited balance sheet of the 2nd Transferor Company for the year ended March 31, 2015, the capital structure of the 2nd Transferor Company is as follows:

Authorised Capital of Rs.65,00,00,000/- (Rupees Sixty Five Crores Only) divided into 6,50,00,000 (Six Crore Fifty Lakhs) Equity Shares of Rs.10/- each and an issued, subscribed and paid up capital of Rs.65,00,00,000/- (Rupees Sixty Five Crores Only), divided into 6,50,00,000 equity shares of Rs.10/- each fully paid up.

##### 2.3 3rd Transferor Company:

As per the audited balance sheet of the 3rd Transferor Company for the year ended March 31, 2015, the

capital structure of the 3rd Transferor Company is as follows:

Authorised Capital of Rs.5,00,00,000/- (Rupees Five Crores Only) divided into 50,000 (Fifty Thousand) Equity Shares of Rs.1,000/- each and an issued, subscribed and paid up capital of Rs.4,95,00,000/- (Rupees Four Crore Ninety Five Lakhs Only), divided into 49,500 equity shares of Rs.1,000/- each fully paid up.

##### 2.4 4th Transferor Company:

As per the audited balance sheet of the 4th Transferor Company for the year ended March 31, 2015, the capital structure of the 4th Transferor Company is as follows:

Authorised Capital Rs.10,00,000/- (Rupees Ten Lakhs Only) divided into 1,00,000 (One Lakh) Equity Shares of Rs.10/- each and an issued, subscribed and paid up capital of Rs.5,43,000/- (Rupees Five Lakhs and Forty Three Thousand Only), divided into 54,300 equity shares of Rs.10/- each fully paid up.

As on date, the Authorised Capital and issued, subscribed and paid up capital of the aforesaid Transferor Companies remains the same as stated hereinabove.

##### 2.5 Transferee Company:

As per the audited balance sheet of the Transferee Company for the year ended March 31, 2015, the capital structure of the Transferee Company is as follows:

Authorised Capital Rs.148,00,00,000/- (Rupees One Hundred Forty Eight Crores only) divided into 9,60,00,000 (Nine Crores Sixty Lakhs) Equity Shares of Rs.10/-each and 5,20,00,000 Preference Shares of Rs.10/-each and its issued, subscribed and paid up share capital Rs.20,05,90,690/- (Rupees Twenty Crores Five Lakhs Ninety Thousand Six hundred and Ninety Only) divided into 2,00,59,069 (Two Crores Fifty Nine Lakhs Sixty Nine) equity shares of Rs.10/- each fully paid up.

As on date, the authorised share capital of the Transferee Company is Rs.148,00,00,000/- (Rupees One Hundred Forty Eight Crores only) divided into 48,00,00,000 (Forty Eight Crores) Equity Shares of Rs.2/-each and 5,20,00,000 Preference Shares of Rs.10/- each and its issued, subscribed and paid up share capital is Rs.23,07,68,740/- (Rupees Twenty Three Crores Seven Lakhs Sixty Eight Thousand Seven hundred and Forty Only) divided into 11,53,84,370 equity shares of Rs.2/- each fully paid up.

#### DATE WHEN THE SCHEME COMES INTO OPERATION:

- 3. The Scheme shall come into operation from the Appointed Date, but the same shall become effective on and from the Effective Date.

## PART II

### TRANSFER OF UNDERTAKINGS

#### TRANSFER OF UNDERTAKINGS:

##### 4.1 General:

Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertakings of all the Transferor Companies shall, pursuant to the sanction of this Scheme by the High Court and pursuant to the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provide in the Scheme.

##### 4.2 Transfer of Assets:

4.2.1 Without prejudice to the generality of clause 4.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:

- (a) All assets and properties comprised in the Undertakings of the Transferor Companies of whatsoever nature and wheresoever situated, shall, under the provisions of Section 391 to 394 and all other applicable provisions, if any, of the Act, without any further act or deed be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the assets and properties of the Transferee Company PROVIDED that Board of Directors of the Transferee Company shall be entitled, at its discretion and as may be advised or considered fit, expedient or necessary, to determine the classification/reclassification and treatment of any or all of the assets transferred to and vested in the Transferee Company pursuant to this Scheme.
- (b) Without prejudice to the provisions of sub-clause (a) above in respect of such of the assets and properties of the Transferor Companies, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Companies and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of their respective Undertakings without requiring any deed or instrument or conveyance for the same.
- (c) In respect of the movables other than those dealt with in sub-clause (b) above including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be recovered, bank balances, investments, earnest money and deposits with any Government,

quasi-government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may if it so deems appropriate, give notice in such form as it may deem fit and proper, to each person, debtors or depositors, as the case may be, that the said debt, loan, advance, balance or deposit stand transferred and vested in the Transferee Company).

- (d) All the licenses, permits, quotas, approvals, permissions, registrations, incentives, sales tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, customer registrations, customer approvals, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the respective Transferor Companies and all rights and benefits that have accrued or which may accrue to any of the Transferor Companies, whether before or after the Appointed Date, shall under the provisions of Section 391 to 394 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or deemed to be transferred to and vested in or be available to the Transferee Company so as to become as and from the Appointed Date, licences, permits, quotas, approvals, permissions, registrations, incentives, sales tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, customer registrations, customer approvals, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

4.2.2 All assets and properties of the Transferor Companies as on the Appointed Date, whether or not included in the books of the respective Transferor Companies, and all assets and properties, which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Section 391 to 394 and all other applicable provisions if any of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 391 to 394 of the Act, provided however that no onerous asset shall have been acquired by the Transferor Companies after the Appointed Date without the prior written consent of the Transferee Company.

##### 4.3 Transfer of Liabilities:

4.3.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all liabilities relating to and comprised in the respective Undertakings of

the Transferor Companies including all secured and unsecured debts, liabilities (including contingent liabilities), duties and obligations and undertakings of all the Transferor Companies of every kind, nature and description whatsoever and however arising, raised or incurred or utilized for business activities and operations along with any charge, encumbrances, lien or security thereon (hereinafter referred to as "Liabilities") shall, pursuant to the sanction of this Scheme by the High Court and under the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become as from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the respective Transferor Companies and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this clause.

4.3.2 All debts, liabilities, duties and obligations of all the Transferor Companies shall, as on the Appointed Date, whether or not provided in the books of the respective Transferor Company, and all debts and loans raised and used, and duties, liabilities and obligations incurred or which arise or accrue to the respective Transferor Company on or after the Appointed Date till the Effective Date shall be deemed to be and shall become the debts, loans raised and used, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.

4.3.3 Where any such debts, liabilities, duties and obligations of the respective Transferor Company as on the Appointed Date have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company.

4.3.4 All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the respective Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Section 391 to 394 of the Act, without any further act, instrument or deed be and stand transferred to or vested in or deemed to have been transferred to and vested in the Transferee Company and shall become the loans

and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

4.3.5 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the respective Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any such inter-company loans, advances and other obligations with effect from the Appointed Date.

4.3.6 The Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the respective Transferor Companies which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further, or additional security therefore after the amalgamation has become effective or otherwise.

4.3.7 Without prejudice to the foregoing provisions of this clause 4.3:

(i) All debentures, bonds, notes or other debt securities, if any, of the respective Transferor Companies relating to the Liabilities comprised in their respective Undertakings (hereinafter referred to as the "Debt Securities") shall, under the provisions of Sections 391 to 394 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 and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and shall be exercised by or against the Transferee Company to the same extent as if it were the respective Transferor Company in respect of the Debt Securities so transferred and vested.

(ii) Any Debt Securities issued by the respective Transferor Companies and held by the Transferee Company shall, unless sold or transferred by the Transferee Company at any time prior to the Effective Date, stand cancelled as on the Effective Date and be of no effect and the respective Transferor Companies shall have no further obligation in that behalf.

4.4 Encumbrances:

4.4.1 The transfer and vesting of the assets comprised in the respective Undertakings of the Transferor Companies to and in the Transferee Company under clause 4.1 and clause 4.2 of this Scheme shall be subject to the mortgage and charges, if any, affecting the same as hereinafter provided.

- 4.4.2 All the existing securities, charges, encumbrances or liens (the "Encumbrances"), if any, created by the respective Transferor Companies after the Appointed Date, in terms of the Scheme, over the assets comprised in their respective Undertakings or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to Liabilities of the respective Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company.
- 4.4.3 The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the respective Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.
- 4.4.4 Any reference in any security documents or arrangements (to which a Transferor Company is a party) to the respective Transferor Company and in assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the respective Transferor Company and the Transferee Company may execute any instruments or documents or do all acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification (s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- 4.4.5 Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the liabilities, which have been transferred to it in terms of the Scheme.
- 4.4.6 It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 4.4.7 The provisions of this clause 4.4 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents; all of which instruments, deeds or writing shall stand modified and/or superseded by the foregoing provisions.
- 4.4.8 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute Deeds of Confirmation in favour of the secured creditors of the respective Transferor Companies or in favour of any other party to any contract or arrangement to which the respective Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of the Scheme, be deemed to be authorised to execute any such writings on behalf of the respective Transferor Company and to implement or carry out all such formalities or compliance referred to above on the part of the respective Transferor Company, required to be carried out or performed.
- 4.5 Inter-se Transactions:
- Without prejudice to the provisions of clause 4.1 to 4.4, with effect from the Appointed Date, all inter-party transactions between the respective Transferor Companies and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.
5. CONTRACTS, DEEDS ETC:
- (a) Upon the coming into effect of this Scheme and subject to the provisions hereof, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature to which the respective Transferor Company is a party or to the benefit of which the respective Transferor Company may be eligible and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, and be enforced as fully and effectually as if, instead of the respective Transferor Company, the Transferee Company had been party or beneficiary or obligee thereto or thereunder.
- (b) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which any of the Transferor Companies is a party or any writings may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the respective Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the respective Transferor Company to be carried out or performed.

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

#### 6. LEGAL PROCEEDINGS:

On and from the Appointed Date, all suits, actions and legal proceedings by or against any of the respective Transferor Company pending and/or arising on or before the Effective Date shall be continued and/or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and/or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted and/or pending and/or arising by or against the Transferee Company.

#### 7. CONDUCT OF BUSINESS:

7.1 With effect from the Appointed Date and up to and including the Effective Date:

- a) The Transferor Companies shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of their respective Undertakings on account of, and for the benefit of and in trust for, the Transferee Company.
- b) All profits or incomes accruing or arising to all the Transferor Companies, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profit and income) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrued as the profits or incomes or as the case may be, expenditure or losses (including taxes) of the Transferee Company.
- c) All taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT etc.) paid or payable by the respective Transferor Companies in respect of the operations and/or the profits of their respective businesses before the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the respective Transferor Companies in respect of

the profits or activities or operation of their respective businesses after the Appointed Date, the same shall be deemed to be the corresponding amount paid by the Transferee Company and shall, in all proceedings be dealt accordingly.

- d) Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the respective Transferor Companies shall be deemed to have been exercised by the respective Transferor Companies for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to their Undertaking that has been undertaken or discharged by the respective Transferor Companies shall be deemed to have been undertaken or discharged for and on behalf of and as agent of the Transferee Company.

7.2 With effect from the first of the dates of filing of this Scheme with the High Court and up to and including the Effective Date:

- (a) The respective Transferor Companies shall preserve and carry on its business and activities with reasonable diligence and business prudence and shall not undertake any financial commitments of any nature whatsoever, borrow any amounts nor incur any liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its subsidiaries or group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with their respective Undertakings or any part thereof save and except in each case in the following circumstances:
- (i) if the same is in its ordinary course of business as carried on by it as on date of filing this Scheme with the High Court; or
- (ii) if the same is permitted by this Scheme; or
- (iii) if written consent of the Transferee Company has been obtained.
- (b) The Transferor Companies shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to its business and affairs and operations (ii) any agreement or transaction (other than an agreement or transaction in ordinary course of the respective Transferor Company's business); and (iii) such other matters as the Transferee Company may notify from time to time; without the prior written consent of the Transferee Company.

#### 8. EMPLOYEES:

8.1 Upon the coming into effect of this Scheme:

- (a) the permanent employees of the respective Transferor Companies who are in employment as on the Effective Date shall become the employees of the Transferee Company with effect from the Effective Date without any break or interruption in

service and on terms and conditions as to employment and remuneration not less favourable than those on which they are engaged or employed by the respective Transferor Company. It is clarified that the employees of the respective Transferor Companies who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company (including the benefits of or under any Employee Stock Option Schemes applicable to or covering all or any of the employees of the Transferee Company), unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by the respective Transferor Company with any union/employee of the respective Transferor Company.

(b) The existing provident fund, gratuity fund and pension and/or superannuation fund or trusts or retirement funds or benefits created by the respective Transferor Companies or any other special funds created or existing for the benefit of the concerned employees of the respective Transferor Company (collectively referred to as "Funds") and the investment made out of such Funds shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the respective Transferor Company or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute therein, until such time as the Transferee Company creates its own funds into which the Funds and the investments and contributions pertaining to the employees of the respective Transferor Companies shall be transferred to such funds of the Transferee Company.

8.2 With effect from the first of the dates of filing of this Scheme with the High Court and up to and including the Effective Date the Transferor Companies shall not vary or modify the terms and conditions of employment of any of its employees, except with the written consent of the Transferee Company.

#### 9. SAVING OF CONCLUDED TRANSACTIONS:

Subject to the terms of this Scheme, the transfer and the vesting of the Undertakings of the Transferor Companies under clause 4 of this Scheme shall not

affect any transactions or proceedings already concluded by the respective Transferor Companies on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the respective Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

#### 10. CONSIDERATION:

10.1 The provisions of this clause shall operate notwithstanding anything to the contrary in any other instrument, deed or writing.

10.2 In view of the fact that the 3rd and 4th Transferor Companies are wholly owned subsidiaries of the 1st Transferor Company and the entire share capital of the 3rd and 4th Transferor Companies are beneficially held by the 1st Transferor Company and that the 1st and 2nd Transferor Companies are wholly owned subsidiaries of the Transferee Company and the entire share capital of the 1st and 2nd Transferor Companies are beneficially held by the Transferee Companies, no consideration will be payable and no shares of the Transferee Company are required to be issued and allotted by way of consideration for the transfer and vesting of the Transferor Companies in the Transferee Company in terms of this Scheme.

10.3 Notwithstanding anything contained in this Scheme, upon the Scheme becoming effective, the equity shares of the respective Transferor Companies held by the Transferee Company and its nominees and the investments as shown in the balance sheet of the Transferee Company (being shares held in the Transferor Companies) shall stand cancelled and shall be deemed to have been cancelled without any further act or deed.

#### 10.4 Increase in Authorized Capital of Transferee Company:

Upon the Scheme coming into effect, the authorized share capital of the Transferee Company in terms of its Memorandum of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to Registrar of Companies, by an amount of Rs. 80,10,00,000/- (Rupees Eighty Crores and Ten Lakhs only), and the Memorandum of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 13, Section 14, Section 61 or any other applicable provisions of the Act, would be required to be separately passed. For this purpose, the filing

fees and stamp duty already paid by the Transferor Companies on its authorised share capital shall be utilized and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorised share capital and accordingly, the Transferee Company shall not be required to pay any fees / stamp duty on the authorized share capital so increased.

Accordingly, in terms of this Scheme, the authorized share capital of the Transferee Company shall stand enhanced to an amount of Rs. 228,10,00,000/- (Rupees Two Hundred Twenty Eight Crores and Ten Lakhs only) divided into 88,05,00,000 (duly split) Equity Shares of Rs. 2/- each and 5,20,00,000 Preference Shares of Rs. 10/- each and the capital clause being Clause V of the Memorandum of Association of the Transferee Company shall on the Effective Date stand substituted to read as follows:

"V. The Authorised Share Capital of the Company on this date is Rs. 228,10,00,000/- (Rupees Two Hundred Twenty Eight Crores and Ten Lakhs only) divided into 88,05,00,000 (Eighty Eight Lakhs Five Thousand) Equity Shares of Rs. 2/- (Rupees Two only) each, and 5,20,00,000 (Five Lakhs Twenty Thousand) Preference Shares of Rs. 10/- (Rupees Ten only) each, all or any part of the Share Capital shall be capable of being increased or reduced, classified or reclassified or reorganised in accordance with the Company's Regulations and Legislative provisions for the time being in force in that behalf, with power to divide the Shares in the Capital for the time being into Equity Share Capital and Preference Share Capital, to attach thereto respectively any preferential, qualified, deferred or special rights, privileges or conditions and to vary, modify or abrogate any such rights, privileges or conditions."

### PART III

#### ACCOUNTING TREATMENT AND DECLARATION OF DIVIDENDS

##### 11. ACCOUNTING TREATMENT:

On the scheme becoming effective, the Transferee Company shall account for the amalgamation of the Transferor Companies with itself in its books of accounts with effect from the Appointed Date at book value of all assets, liabilities and reserves of the Transferor Companies as prevalent on the Appointed Date in accordance with the "Pooling of Interest" method under Accounting Standard 14 (Accounting for Amalgamations) notified under the Companies Act, 1956 (which continues to be applicable in respect of Section 133 of the Companies Act, 2013 in terms of the General Circular 15/2013 dated September 13, 2013 issued by the Ministry of Corporate Affairs, Government of India), as provided hereinafter:

(a) The Investment Account of the Transferee Company shall be reduced to the extent of

investments made by it in the shares of the Transferor Companies. The difference between the carrying amount of investment in the shares of the Transferor Company and the amount of the share capital issued by the Transferor Company shall be adjusted with the reserves of the Transferee Company.

- (b) As considered appropriate for the purpose of reflecting the book value of the Assets and Liabilities of the Transferor Companies and the Transferee Company in the books of the Transferee Company on the Appointed Date, suitable effect may be given including, but not restricted to elimination of inter-company transactions and balances between the respective Transferor Companies and the Transferee Company and/or application of uniform accounting policies and methods.
- (c) The identity of reserves of the Transferor Companies, if any, shall be preserved and they shall appear in the financial statements of the Transferee Company in the same form and manner in which they appeared in the financial statements of the respective Transferor Companies, prior to this Scheme becoming effective. It is further clarified that the debit/credit balances of Profit & Loss Account will be adjusted first with the credit balance of Profit & loss Account and secondly with the Reserve Balance appearing in the books of the Transferee Company.
- (d) To the extent that there are inter-company loans, deposits, debenture holding, Optionally fully convertible debentures and/or any other securities or balances as between the respective Transferor Companies and the Transferee Company, the obligation in respect thereof shall come to an end without any further act or deed upon this Scheme becomes effective and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of any assets and liabilities as the case may be. For the removal of doubt, it is clarified that in view of the above, there would be no accrual of interest or other charges in respect of any such inter-company loan, deposit or balances, with effect from the Appointed Date.
- (e) The Transferee Company shall record in its books of accounts all transactions of the Transferor Companies in respect of assets, liabilities, income and expenses from Appointed Date to the Effective Date.
- (f) The entirety of the accounting treatment of the Transferee Company pursuant to this Scheme shall be in accordance with the AS-14 notified by the Companies (Accounting Standards) Rules, 2006 and not in derogation thereof. In case of any differences in accounting policies followed by the Transferor Companies from that of the Transferee Company, impact of the same till the date of the immediately preceding the Appointed Date will be quantified and appropriately adjusted and reported in accordance



with applicable accounting rules and principles in the books of the Transferee Company, so as to ensure the financial statements of the amalgamated company reflect the financial position on the basis of consistent accounting policies.

- (g) Notwithstanding the above, the Board of Directors of the Transferee Company, in consultation with its Statutory Auditors, is authorized to account any of the balances in any other manner, if such accounting treatment is considered more appropriate to comply with the accounting standards.

#### 12. DECLARATION OF DIVIDEND:

12.1 For the avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent the Transferee Company from declaring and paying dividends, whether interim or final, to its equity shareholders as on the respective record date for the purpose of dividend and the shareholders of the respective Transferor Companies shall not be entitled to dividends, if any, declared by the Transferee Company prior to the Effective Date.

12.2 It is clarified that the aforesaid provision in respect of declaration of dividend, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferee Company, only.

#### PART IV

#### DISSOLUTION OF TRANSFEROR COMPANY AND GENERAL TERMS AND CONDITIONS

##### 13. DISSOLUTION OF THE TRANSFEROR COMPANIES:

On the coming into effect of this Scheme, the Transferor Companies shall stand dissolved without winding up.

##### 14. VALIDITY OF EXISTING RESOLUTIONS ETC.:

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

##### 15. PROCEEDINGS BEFORE THE HIGH COURT:

- (a) The Transferor Companies and the Transferee

Company shall file in the High Court at Calcutta application for convening and holding of meetings of their respective equity shareholders to be called, held and conducted in such manner (or insofar as the Transferor Companies are concerned for their dispensation) as the High Court may direct and to consider and if thought fit to approve, with or without modification, this Scheme.

- (b) On this Scheme being agreed by all the members of the Transferor Companies and the requisite majority of members of the Transferee Company, the Transferor Companies and the Transferee Company shall apply to the High Court of Calcutta for sanctioning the Scheme of Amalgamation under Sections 391 and 394 of the Companies Act, 1956 and for such other order, or orders, as the Court may deem fit for carrying this Scheme into effect and for dissolution of the Transferor Companies without winding up.

- (c) Any such application shall, upon constitution of the National Company Law Tribunal under the Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court at Calcutta shall be construed as references to the National Company Law Tribunal as the context may require.

- (d) It is hereby clarified that submissions of the Scheme to the Court and to any authorities for their respective approvals is without prejudice to all rights, interest, titles and defenses that the Transferor Companies and the Transferee Company has or may have under or pursuant to all applicable laws.

- (e) The Transferor Companies and the Transferee Company shall also take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

##### 16. MODIFICATION OF SCHEME:

16.1 The Transferor Companies and the Transferee Company by their respective Boards of Directors or any Committee thereof or any Director/ Executive authorised in that behalf (hereinafter referred to as the "Delegate") may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which the High Court or any authorities under law may deem fit to approve or which the High Court or any authorities under law may impose and which the Transferor Companies and the Transferee Company may in their discretion accept or such modification(s) or addition(s) as the Transferor Company and the Transferee Company or as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme, and the Transferor Companies and the Transferee Company by their respective Boards of Directors or delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into

effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by the High Court or any Governmental Authorities, which the respective Transferor Company or the Transferee Company find unacceptable for any reason, then the Transferor Company and the Transferee Company shall be at liberty to withdraw the Scheme.

16.2 For the purposes of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Delegates (acting jointly) of the Transferor Companies and the Transferee Company may give and are authorised to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be shall be binding on all the parties, in the same manner as if the same were specifically incorporated in this Scheme.

16.3 For the purpose of giving effect to this Scheme or to any modifications/ amendments thereof, the Directors of the respective Transferor Companies (prior to its dissolution in pursuance to Scheme) and of the Transferee Company may give and are authorised to give all such directions as are necessary including directions for resolving any question of doubt or difficulty that may arise.

#### 17. APPROVALS:

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 consents and approvals which the Transferee Company may require to own the Undertakings of the respective Transferor Companies and to carry on the business of the Transferor Companies.

18. Upon the coming into effect of the Scheme, all the taxes paid (including TDS) by the respective Transferor Companies from the Appointed Date, regardless of the period to which they relate, shall be deemed to have been paid for and on behalf of and to the credit of the Transferee Company as effectively as if the Transferee Company had paid the same. It is specifically declared that Transferee Company shall be entitled to claim credit for taxes and duties paid pertaining to the respective Transferor Company notwithstanding that the certificate, challan or other documents for payment

of such taxes and duties are in the name of the respective Transferor Company.

19. In accordance with the Cenvat Rules framed under the Central Excise Act, 1944 as Service Tax Rules as are prevalent on the Effective Date, the unutilized credits, if any, relating to the excise duties paid on inputs lying to the account of the Transferor Companies and service tax credits shall be permitted to be transferred to the credit of the Transferee Company as if all such unutilized credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilized credits against the excise duty and service tax payable by it.
20. On the Scheme becoming effective, the Transferee Company shall be entitled to file/revise its income tax returns, TDS Returns, VAT and Service Tax Returns and other statutory returns, if required, and shall have the right to claim refunds, depreciation benefits, advance tax credits, withholding tax credits, minimum alternative tax credit etc., if any, as also the income tax returns filed by the respective Transferor Companies so far as is necessitated on account of the Scheme becoming effective with effect from the Appointed Date under the Scheme.
21. The amalgamation of the Transferor Companies with the Transferee Company in terms of this Scheme shall take place with effect from the Appointed Date in accordance with the provisions of Section 2(1B) of the Income Tax Act, 1961.
22. This Scheme is specifically conditional upon and subject to:
  - (a) the approval of and agreement to the Scheme by requisite majority of the respective classes of members of the Transferor Companies and the Transferee Company as may be directed by the High Court at Calcutta on application made for directions under Section 391 of the said Act;
  - (b) the scheme being approved by the majority of the public shareholders of the Transferee Company participating in the voting through the procedure of postal ballot and e-voting, in compliance with applicable SEBI circulars, i.e. the votes cast by the public shareholders in favour of the scheme are more than the number of votes cast by the public shareholders against it;
  - (c) the sanction of the High Court of Calcutta being obtained under Sections 391 and 394 of the said Act in favour of the Transferor Companies and the Transferee Company and to the necessary order or orders under Section 394 of the said Act, being obtained;
  - (d) any other sanction or approval of the appropriate authorities concerned, as may be considered necessary and appropriate by the respective Boards of Directors of the Transferor Companies and the Transferee Company, being obtained and granted

in respect of any of the matters for which such sanction or approval is required; and

- (e) certified copies of the order of the High Court sanctioning this Scheme being filed with the Registrar of Companies, West Bengal.

23. COSTS AND EXPENSES

All costs, charges and expenses of Transferor Companies and Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the merger of the Undertaking of Transferor Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.

24. In the event of non-fulfillment of any or all obligations under the Scheme by any company towards the other company, inter-se or to third parties and non-performance of which will put the other company under any obligation, then such company will indemnify the other company in respect of all costs/interests, etc.
25. If any part of this Scheme is found to be unworkable for any reason whatsoever, in the sole discretion of the Transferor Companies and the Transferee Company either by their respective Boards of Directors or through Committees appointed by them in this behalf, the same shall not, subject to the decision of the respective Transferor Companies and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.
26. In the event that any conditions imposed by the Court are found unacceptable for any reason whatsoever by the respective Transferor Companies or the Transferee Company, then the respective

Transferor Companies and/or Transferee Company shall be entitled to withdraw the Scheme in which event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

27. Even after this Scheme becomes operative, the respective Transferee Company shall be entitled to operate all Bank Accounts relating to the respective Transferor Companies and realise all monies and complete and enforce all pending contracts and transactions in the name of the respective Transferor Company in so far as may be necessary until the transfer of rights and obligations of the respective Transferor Company to the Transferee Company under this Scheme is formally carried out.
28. On the approval of the Scheme by the members of the respective Transferor Company and Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under provisions of the Act to the extent the same may be considered applicable.
29. Upon coming into effect of this Scheme the resolutions, if any, of the respective Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

S. Das Sarkar

11/07/2016

For Registrar

## SCHEDULE "B" ABOVE REFERRED TO

### SCHEDULE OF ASSETS

### PART - I

Schedule of Assets as at 31st March, 2016 of Titagarh Marine Limited, Transferor Company No. 1 to be transferred to and vested in Titagarh Wagons Limited, the Transferee Company.

(A short description of the freehold properties of the Transferor Company No.1 - Titagarh Marine Limited)

Property No. 1: All that pieces and parcel of freehold land containing an area of 24.22 acres more or less situated at P.S. Kulpi, District: 24 Parganas (South)

1. Description of land: Shali Mouza: Uttar Mukundapur, JL No.5

Dag No.	Area (Decimal)
140	23.00
215	1.38
184	12.00
296	3.00
224	14.00
123	2.67
292	3.00
131	8.50
162	7.00
128	1.00
101	4.00
161	2.00
220	8.00
163	6.00
143	7.00
220	8.00
245	12.00
278	3.17
199	1.83
106	21.50
157	3.00
175	27.00
209	12.00
215	5.50
102	15.00
139	38.00
202	23.67
156	2.00
215	1.38
103	12.00
214	2.00
Total	290.50

2. Description of land: Shali Mouza: Bishnurampur, JL No- 4

DAG NO.	Area (Decimal)
222	26.00
217	1.50
282	21.00

294	3.00
443	4.33
288	24.50
291	14.00
204	3.75
254	6.75
289	22.00
265	38.00
266	35.50
462	4.00
446	5.13
440	13.00
216	1.00
230	3.33
232	12.00
272	5.00
457	20.67
Total	264.46

3. Description of land: Shali Mouza: Harinaryanpur, JL No- 6

DAG NO.	AREA(DECIMAL)
171	5.00
178	3.75
254	11.00
231	5.25
239	9.00
225	6.00
188	25.00
246	20.00
257	25.00
171	5.00
178	3.75
171	1.67
176	22.00
175	4.00
169	6.00
225	15.00
239	26.00
262	47.50
220	18.75
220	18.75

249	9.56
258	9.00
154	14.00
159	14.00
145	9.58
Total	334.56

4. Description of land: Shali Mouza: Ramrampur, JL No-20

DAGNO.	AREA(DECIMAL)
703	50.00
644	17.00
871	3.00
872	6.00
611	7.00
578	7.25
771	3.25
760	5.00
637	14.00
658	26.50
244	76.00
429	64.00
432	58.00
430	11.00
438	37.00
229	11.00
264	14.72
452	14.25
465	27.50
294	2.50
443	3.61
201	5.25
259	8.50
447	35.00
589	14.25
538	54.00
708	12.50
715	11.33
781	11.50
Total	610.92

5. Description of land: Shali Mouza: Uttar RamKishanpur, JL No- 5

DAGNO.	AREA (DECIMAL)
444	63.00
508	79.00
424	20.50
553	13.50
556	10.50
546	12.00
458	11.75
561	2.50
562	120.50
419	55.00
557	72.00
503	21.00
421	23.67
440	19.67
474	5.75
475	12.50
457	2.50
430	42.00
431	85.00
451	44.00
580/755	15.00
Total	731.33

6. Description of land: Shali Mouza: Uttar Mukundapur, JL No-2

DAGNO.	AREA(DECIMAL)
287	2.00
289	9.00
299	9.00
133	17.00
273	23.00
275	26.00
220	5.33
227	22.00
207	10.00
125/414	34.50
187	26.67
292	2.50
296	2.50
123/413	1.10
Total	190.60

**PART - II**

(A short description of the leasehold properties of the Transferor Company No.1 - Titagarh Marine Limited)

NIL

**PART - III**

(A short description of all stocks, shares, debentures and other choses in action of the Transferor Company No. 1)

		Book Value as on 31/03/2016	
Sr.	Nature of assets to be transferred	Amount (Rs.)	Total (Rs.)
A.	Fixed Assets (Tangible)		
	- Land Development	8,964,812	
	- Building (Factory Building)	38,011,132	
	- Electric Installation	-	47,279,956
	- Computers	8,774	
	- Office Equipment	295,238	
	- Furniture & Fixtures	-	
B.	Non Current Investments	NIL	
C.	Long Term Loans & Advances		
	- Advances to others	178,826	178,826
D.	Cash & Cash Equivalent		
	- Balance with Yes Bank Ltd.	3,158	3,158
E.	Other Non Current Assets		
	- Fixed Deposit	NIL	NIL
F.	Inventories		
	- Development Work in Progress	NIL	NIL
G.	Short Term Loans & Advances		
	- Advances to others	1,113,322	
	- Balance with revenue authorities	797,364	2,245,997
	- Service tax input credit entitlement	335,311	
H.	Other Current Assets		
	- Rent etc. receivable	NIL	NIL
	- Amount receivable		
	- Other interest receivables		
I.	Intellectual Property	NIL	NIL

**SCHEDULE OF ASSETS**

Schedule of Assets as at 31st March, 2016 of Cimco Equity Holdings Private Limited, Transferor Company No. 2 to be transferred to and vested in Titagarh Wagons Limited, the Transferee Company.

**PART - I**

(A short description of the freehold properties of the Transferor Company No. 2)

NIL

**PART - II**

(A short description of the leasehold properties of the Transferor Company No. 2)

NIL

**PART - III**

(A short description of all stocks, shares, debentures and other choses in action of the Transferor Company No. 2)

		Book Value as on 31/03/2016	
Sr.	Nature of assets to be transferred	Amount (Rs.)	Total (Rs.)
A.	Fixed Assets (Tangible)	NIL	NIL
B.	Non Current Investments		
	- 15,065,350 equity shares of Cimmco Limited (FV Rs. 10/-)	440,269,828	440,269,828
C.	Long Term Loans & Advances		
	- Advances to others	NIL	NIL
D.	Cash & Cash Equivalent		
	- Balance with Axis Bank Ltd.	287,471	287,471
E.	Other Non Current Assets		
	- Fixed Deposit	NIL	NIL
F.	Inventories		
	- Development Work in Progress	NIL	NIL
G.	Short Term Loans & Advances		
	- Balance with revenue authorities	2,309	
	- Service tax input credit entitlement	1,050	3,359
H.	Other Current Assets		
	- Rent etc. receivable		
	- Amount receivable	NIL	NIL
	- Other interest receivables		
I.	Intellectual Property	NIL	NIL

**SCHEDULE OF ASSETS**

Schedule of Assets as at 31st March, 2016 of Corporated Shipyard Private Limited, Transferor Company No. 3 to be transferred to and vested in Titagarh Wagons Limited, the Transferee Company.

**PART - I**

(A short description of the freehold properties of the Transferor Company No.3)

NIL

**PART - II**

(A short description of the leasehold properties of the Transferor Company No. 3)

1. All That plot of Land situated at Timber Pond, Plate Code: HL/000000717, Old Plate Code: HL539/A/1, Shibpur, Howrah- 711103 (Yard No. 1)
2. All That plot of high land measuring about 1242.34 Sq. Mtr. and low land measuring about 11187.10 Sq.Mtr. at Timber Pond, Plate Code: HL/000000791, Old Plate Code: HL/625, Spur No. 3, Shibpur, Howrah - 711103 (Yard No. 4).
3. All That plot of high land measuring about 2888.35 Sq. Mtr. and low land measuring about 4933.06 Sq.Mtr. at Timber Pond, Spur No. 3, Shibpur, Howrah - 711103 (Yard No. 5).

**PART - III**

(A short description of all stocks, shares, debentures and other choses in action of the Transferor Company No. 3)

		Book Value as on 31/03/2016	
Sr.	Nature of assets to be transferred	Amount (Rs.)	Total (Rs.)
A.	Fixed Assets (Tangible)		
	- Plant and Machinery	14,324,976	
	- Building	770,649	
	- Office Equipment	37,467	16,428,528
	- Furniture & Fixtures	40,493	
	- Vehicles	1,254,943	
B.	Non Current Investments	NIL	NIL
C.	Long Term Loans & Advances		
	- Balance with revenue authorities	5,104,664	
	- Security Deposit	1,706,046	6,810,710
D.	Cash & Cash Equivalent		
	- Balance with Bank.	252,397	
	- Fixed Deposits	144,500	404,743
	- Cash in Hand	7,846	
E.	Other Non Current Assets	NIL	NIL
F.	Inventories		
	- Raw Materials	4,419,964	
	- Work in Progress	7,410,232	11,904,844
	- Stores & Spares	74,648	
G.	Short Term Loans & Advances		
	- Deposit with LIC	618,378	
	- Earnest Money	581,800	2,954,235
	- Service tax input credit entitlement	1,754,057	
H.	Other Current Assets		
	- Other interest receivables	3,343	3,343
I.	Intellectual Property	NIL	NIL
J.	Trade Receivables	40,439,424	40,439,424

**SCHEDULE OF ASSETS**

Schedule of Assets as at 31st March, 2016 of Times Marine Enterprises Private Limited, Transferor Company No. 4 to be transferred to and vested in Titagarh Wagons Limited, the Transferee Company.

**PART - I**

(A short description of the freehold properties of the Transferor Company No. 4)

NIL

**PART - II**

(A short description of the leasehold properties of the Transferor Company No. 4)

All That plot of land measuring about 3685.46 Sq. Mtr. at Timber Pond, Plate Code: HL/000000706, Old Plate Code: HL/612, Shibpur, Howrah - 711103 (Yard No. 2).

**PART - III**

(A short description of all stocks, shares, debentures and other choses in action of the Transferor Company No. 4)

		Book Value as on 31/03/2016	
Sr.	Nature of assets to be transferred	Amount (Rs.)	Total (Rs.)
A.	Fixed Assets (Tangible)		
	- Plant and Machinery	4,521	
	- Building (Factory Shed)	48,130	
	- Electric Installation	55,900	167,554
	- Tools and Implements	602	
	- Office Equipment	789	
	- Furniture & Fixtures	4,241	
	- SKID	53,371	
B.	Non Current Investments	NIL	NIL
C.	Long Term Loans & Advances		
	- Advances to others	NIL	NIL
D.	Cash & Cash Equivalent		
	- Balance with Corporation Bank Ltd.	185	
	- Balance with ICICI Bank Ltd.	62,968	70,357
	- Balance with United Bank of India.	7,204	
E.	Other Non Current Assets		
	- C. P. T. (Land)	108,864	
	- Kolkata Port Trust- Security Deposit	2,000	
	- Calcutta Telephone - Security Deposit	6,000	175,458
	- Telephone -Broadband- Security Deposit	1,200	
	- CESC Ltd.	52,394	
	- Earnest Money Deposit	5,000	
F.	Inventories		
	- Raw Materials	17,411	17,411
G.	Short Term Loans & Advances		
	- Balance with revenue authorities	25,468	25,468
	- Service tax input credit entitlement		
H.	Other Current Assets		
	- Rent etc. receivable	NIL	NIL
	- Amount receivable		
	- Other interest receivables		
I.	Intellectual Property	NIL	NIL

S. Das Sarkar

11/07/2016

For Registrar

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
KOLKATA BENCH  
C.P. (CAA) No. 768/KB/2020  
Connected with  
C.A. (CAA) No. 254/KB/2020

IN THE MATTER OF:

Sections 230 to 232 and, other applicable provisions of the  
Companies Act, 2013;

And

IN THE MATTER OF:

The Companies (Compromises, Arrangements and  
Amalgamations) Rules, 2016;

And

IN THE MATTER OF:

1. CIMMCO Limited, an existing company within  
the meaning of the Companies Act, 2013 having its  
registered office at 756, Anandapur, E. M. Bypass, Kolkata  
700107 within the aforesaid jurisdiction;

... Petitioner Company No. 1

And

IN THE MATTER OF:

2. TITAGARH CAPITAL PRIVATE LIMITED, an  
existing company within the meaning of the Companies  
Act, 2013 and having its registered office at 756,  
Anandapur, E. M. Bypass, Kolkata - 700107, within the  
aforesaid jurisdiction.

... Petitioner Company No. 2

And

IN THE MATTER OF:

3. TITAGARH WAGONS LIMITED an existing  
company within the meaning of the Companies Act, 2013  
and having its registered office at 756, Anandapur, E. M.  
Bypass, Kolkata 700107, within the aforesaid jurisdiction.

... Petitioner Company No. 3

And

1. CIMMCO LIMITED; and

2. TITAGARH CAPITAL PRIVATE LIMITED  
(Transferor Companies)

3. TITAGARH WAGONS LIMITED  
(Transferee Company)

... Petitioner Companies



IN THE NATIONAL COMPANY LAW TRIBUNAL  
KOLKATA BENCH  
KOLKATA

Coram: Shri M.B Gosavi  
Hon'ble Member (J)  
And

Shri Harish Chander Suri  
Hon'ble Member (T)

**C.P. (CAA) No. 768/KB/2020**  
**Connected with**  
**C.A. (CAA) No. 254/KB/2020**

**IN THE MATTER OF:**

Sections 230 to 232 and, other applicable provisions of the  
Companies Act, 2013;

And

**IN THE MATTER OF:**

The Companies (Compromises, Arrangements and  
Amalgamations) Rules, 2016;

And

**IN THE MATTER OF:**

1. CIMMCO Limited, an existing company within  
the meaning of the Companies Act, 2013 having  
its registered office at 756, Anandapur, E. M.  
Bypass, Kolkata 700107 within the aforesaid  
jurisdiction;

..... Transferor Company/Petitioner Company No. 1

And

**IN THE MATTER OF:**

2. TITAGARH CAPITAL PRIVATE LIMITED, an  
existing company within the meaning of the  
Companies Act, 2013 and having its registered  
office at 756, Anandapur, E. M. Bypass, Kolkata -  
700107, within the aforesaid jurisdiction.

..... Transferor Company/Petitioner Company No. 2

And

**IN THE MATTER OF:**

3. TITAGARH WAGONS LIMITED an existing  
company within the meaning of the Companies  
Act, 2013 and having its registered office at 756,  
Anandapur, E. M. Bypass, Kolkata 700107, within  
the aforesaid jurisdiction.

..... Transferee Company/Petitioner Company No.3

And

1. CIMMCO LIMITED; and
2. TITAGARH CAPITAL PRIVATE LIMITED  
(Transferor Companies)
3. TITAGARH WAGONS LIMITED  
(Transferee Company)  
... Petitioner Companies

### Counsels appeared through Video Conference

Mr. Ratnanko Banerji, Sr. Adv.  
Ms. Swapna Chaubey, Adv.  
Mr. Sayantan Bose. Adv.

Date of hearing: 07.09.2020  
Date of the Order: 30.09.2020

### **Per Shri Madan B. Gosavi, Member(J):**

The object of this joint petition is to obtain sanction of this Tribunal to the proposed Scheme of Amalgamation of Cimmco Limited, being the Transferor Company /Petitioner No.1 above named and Titagarh Capital Private Limited, being the Transferor Company /Petitioner No.2 above named, with Titagarh Wagons Limited, being the Transferee Company /petitioner No.3 above named, whereby and where under the entire undertakings of the Transferor Company No. 1 and 2, together with all their properties, rights, claims and liabilities relating thereto are proposed to be transferred to and vest in the Transferee Company on the terms and conditions as fully stated in the Scheme of Amalgamation, **a copy whereof is annexed with the petition and marked "A"**.

2. It is stated in the petition that all the Petitioner Companies belong to common group and common management. In order to integrate the fields of activities of the companies and for improving overall business efficiency, to streamline administration of the Companies and in the overall interest of future growth and diversification of the business of the Companies, the Scheme of Amalgamation is proposed to amalgamate the Transferor Companies with the Transferee Company. The Scheme will be complementary to the companies for the mutual benefit and interest of the petitioners.

3. It is also stated in the petition that the proposed Scheme will result in economies of scale, reduction in overheads and other expenses, reduction in administrative and procedural work, elimination of duplication of work, better and more productive and effective utilization of the combined resources of all the companies and will enable the amalgamated company to effect internal economies and optimize productivity.

4. It is stated in the petition that the said Scheme of Amalgamation will have beneficial results for the companies concerned, their shareholders, employees and all concerned.

5. It is stated in the petition that the Scheme of Amalgamation will not adversely affect the rights of any of the creditors of the Petitioner Companies in any manner whatsoever and due provisions have been made for payment of all liabilities as and when the same fall due in usual course.

6. It is stated in the petition that there are no proceedings pending under Sections 206 to 213 of the Companies Act, 2013 against any of the Petitioner Companies. There are also no proceedings pending under Sections 241 and 242 of the said Act or any other proceedings whatsoever. There are no proceedings pending under the Companies Act, 1956 or Companies Act, 2013 against any of the Companies. The instant Scheme of Amalgamation does not attract the provisions of Competition Commission of India. There is at present no scheme of corporate debt restructuring ongoing or pending in relation to the Companies.

7. The Board of Directors of the Transferor Companies No.1 and 2 and the Transferee Company has, at their respective meetings by resolutions, unanimously approved the said Scheme of Amalgamation. The copies of the said resolutions are **annexed with the petition and marked as "P", "Q" and "R"** respectively.

8. The Transferor Company No.2, being an NBFC has duly written to the Reserve Bank of India for its approval to the instant Scheme. The copy of the said letter and the communication as received from the Reserve Bank of India are **annexed as Annexure "H" and "H-1"**.

9. The petitioner companies have further submitted that the accounts of Transferor Companies and the Transferee company have been audited till March 31, 2019 and provisional balance sheets of the company have been prepared till September, 2019. The audited balance-sheet as on the said date, related statement of profits and loss accounts and the auditor's report thereon have been annexed with the application marked as Annexure-C, Annexure-G and Annexure-J respectively.

10. It has also been submitted that in view of the Transferor Company no.1 and the Transferee company being listed entities, copy of the scheme was forwarded to SEBI and observation letters issued by the NSE, BSE and CSE have been annexed as Annexures K-1, K-2 and K-3 respectively.

11. It is stated by the petitioner companies that a Registered Valuer has prepared a Report determining the number of and exchange ratio of shares in the Transferee Company, which shall be allotted to the shareholders of the Transferor company, upon implementation of the same. The Board of Directors of the respective companies have accepted the recommendations in such report. **A copy of the report has been annexed and marked as Annexure "S" to the petition.**

12. The petitioner companies have also submitted that they are in the process of infusing funds by way of a preferential/ rights issue in the merged entity which would inter alia boost the working capital requirements of the merged entity.

13. All meetings were convened and held pursuant to orders passed in Company Application CA(CAA) No. 254/KB/2020 by this Tribunal on 19.02.2020 as modified by the order dated 22.04.2020 and held on 29.04.2020, the Equity Shareholders of the Transferor Company No.1 and the Transferee company as well as secured and unsecured creditors of the Transferor company No.1 and the Transferee Company have consented for the said proposed Scheme of Amalgamation.

14. In view of the order of this Tribunal, all the equity shareholders of the Transferor Company/Applicant Company No. 2 duly consented in writing by way of an individual affidavit to the proposed Scheme of Amalgamation, the requirement of convening and holding of separate meeting of the shareholders of the Transferor Company/ Applicant Company No, 2 has been dispensed with.

15. Pursuant to the aforesaid order and in compliance thereof, the Petitioners, have served notices of the Petition in Form No. CAA 3 upon the following authorities: (i) Central Government through the Regional Director, Eastern Region, Ministry of Corporate Affairs, Kolkata (ii) Registrar of Companies, West Bengal, Kolkata; (iii) Income Tax Officers having jurisdiction over the respective Petitioners; (iv) Official Liquidator, Kolkata; (v) Reserve Bank of India; and (vi) Competition Commission of India.

16. In further compliance of the said order dated 19th February, 2020 notices of the meetings directed to be convened by the order dated 19th February, 2020 were advertised in Form CAA 2 in the "Financial Express" and "Aajkal" newspapers on 28<sup>th</sup> February 2020. In view of the cancellation of booking of auditorium at the venue fixed for the meetings due to the order of Kolkata Police cancelling all public gatherings/meetings in view of COVID-19, a corrigendum was published in the "Financial Express" and "Aajkal" on 23rd March, 2020 intimating change of venue to all concerned. Notices of the meetings directed by the order dated 19th February, 2020 were also dispatched and delivered to all equity share-holders, secured creditors and unsecured creditors by electronic mail (where available) and by courier service. Remote e-voting facility provided to the shareholders and creditors of the Transferor Company 1 and Transferee Company has also been completed and the votes cast thereby, as accessible to the Scrutinizer appointed by this Tribunal shall appear from the communication made by the said Scrutinizer appointed by this Tribunal.

17. Although an affidavit in terms of Rule 12 of the Companies (Compromise, Arrangements and Amalgamation) Rules 2016 was prepared and affirmed on 23<sup>rd</sup> March, 2020, the same could not be filed in as much as no filing except of urgent matters was being permitted in view of the outbreak of COVID-19 as per the notices dated 22.03.2020 and 28.03.2020 issued by this Tribunal.

18. In view of the lockdown imposed by the Government of West Bengal with effect from 5 p.m. on 23.03.2020 and the nation-wide lockdown declared by the Government of India with effect from 25.03.2020, the meetings scheduled for 30.03.2020 in terms of the order dated 19.02.2020 could not be held and were postponed. Notices of such postponement of the meetings were published in the "Financial Express" and "Aajkal" newspapers on 28th March, 2020.

19. In view thereof, the petitioners filed an interim application for modification of the order dated 19th February 2020 inter alia praying therein for the following reliefs:

- a. An Order be passed modifying the order dated 12th March 2020 allowing all the meetings dated 30th March 2020 to be conducted through video conferencing or postal ballot through e-voting in accordance with general Circulars no. 14/2020 dated 08.04.2020 and 17/2020 dated 13.04.2020.
- b. Notice of the adjourned meeting be permitted to be published in the 'Financial Express' and 'Aajkal' newspapers including their digital versions in terms of General Circular No. 17 dated 13.04.2020.
- c. Presence of the Equity Shareholders and creditors may be permitted to be recorded in the minutes of the meeting instead of such attendance being recorded by way of attendance slip;
- d. Chairperson appointed for the meetings be directed to accept scanned copies of Board Resolutions/ Authority letters/ proxy forms by way of electronic mail or where the same is not possible by reason of COVID-19 situation accept instead of Board Resolutions/ Authority letters/ proxy forms by

authorization by electronic mail as may be required for the purpose of conducting meeting upon an undertaking to provide original copies of such documents to the nominated Chairpersons within a week from the date when the situation is back to normal.

- e. Time for the Chairperson to file their report be extended to 7 days from the commencement of normal functioning of the Hon'ble Tribunal.
- f. Leave be given to the Applicants to e-file this application in view of the prevailing pandemic (Covid-19), upon the undertaking of the applicants to file a duly affirmed copy of the same with Court Fees before the Registry of this Hon'ble NCLT within 7 days from re-opening of the Hon'ble NCLT and this
- g. application be kindly heard by the Hon'ble NCLT by video conferencing at its earliest convenience;

20. By an Order dated 22.04.2020, this Tribunal allowed the said application and modified the order dated 19.02.2020 and passed inter alia the following directions:

- a) Leave is granted to the Applicants to e-file this application in view of the prevailing pandemic(Covid-19), upon the undertaking of the applicants to file a duly affirmed copy of the same with Court Fees before Registry of this Hon'ble NCLT within 7 days from re-opening of the Hon'ble NCLT.
- b) The order dated 19<sup>th</sup> February, 2020 is further modified thereby permitting the meetings dated 30<sup>th</sup> March 2020 to be conducted through video conferencing on April 29, 2020 at the times to be stated in the notices of the meeting as directed hereby and shareholders and creditors are permitted to cast their votes through e-voting or by postal ballot by e voting.
- c) Notice of the adjourned meeting shall be published in the ' Financial Express ' and ' Aajkaal' newspapers including their digital versions by 25.04.2020.
- d) Notice of the adjourned meeting shall also be given in the website of the Company and also in the SEBI website for the applicant nos. 1 and 3.
- e) Presence of the Equity Shareholders and creditors are permitted to be recorded by the respective chairpersons in the minutes of the meeting instead of such attendances being recorded by way of attendance slip;
- f) Chairpersons appointed for the meetings are directed to accept scanned copies of Board Resolutions/ Authority letters/proxy forms by way of electronic mail or where the same is not possible by reason of COVID-19 situation accept instead of Board Resolutions/Authority Letters/proxy forms and authorization by electronic mail as may be required for the purpose of conducting meeting upon an undertaking to provide original copies of such documents to the nominated chairpersons within a week from the date when the situation is back to normal.
- g) Time for the Chairperson to file their report be extended to 7 days from the commencement of normal functioning of the Hon'ble Tribunal.
- h) The earlier order dated 19.02.2020 as modified is further modified in terms of the directions above. Copy of the Order dated 22.04.2020 is annexed with the petition and marked as **ANNEXURE-"AA"**

21. In terms of the order dated 22.04.2020, notice of the meeting directed to be held on 29.04.2020 was published in the "Financial Express" and "Aajkaal" newspapers both in the physical and digital versions thereof. Notice of the said meeting was also displayed on the website of the petitioner nos. 1 and 3 companies and on SERI website.

22. Pursuant thereto the meetings of the shareholders and creditors of the petitioner no. 1 and petitioner no. 3 company were held on 29.04.2020 and were presided over by the respective Chairpersons appointed for the said purpose by this Tribunal. At the said meetings, the scheme of amalgamation being **Annexure "A"** was approved as would appear from the report filed by the Chairpersons appointed by this Hon'ble Tribunal copies whereof are **annexed with petition and marked as ANNEXURE "CC" "DD" "EE" "FF" "GG" and "HH"** respectively. The said reports have been filed with this Tribunal. The particulars of the persons who attended the said meetings shall appear from the list of attendees annexed with the petition and marked as **ANNEXURE "II", "JJ", "KK", "LL", "MM", and "NN"** respectively.

23. The resolution was read out by the chairperson of the respective meetings and the same was passed unanimously except in the case of the equity shareholders of Titagarh wagons Limited, the Petitioner No.3 where the same was passed by the requisite majority. Accordingly the following Resolution was passed at each of the six meetings directed to be held by this Tribunal:

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 (the 'Act'), and any other applicable provisions, if any, of the Act (including any statutory modifications or re-enactment thereof for the time being in force) read with the Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 and other rules, regulations, circulars and notifications made thereunder as may be applicable, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended), Circular No. CFD/DIL3/CIR/2017/21

dated March 10, 2017 (as amended) issued by the Securities and Exchange Board of India, Securities and Exchange Board of India (Issue of Capital and Disclosures Requirements), Regulations, 2018, the observation letters issued by each of the Stock Exchanges concerned viz. the National Stock Exchange of India Limited and BSE Limited on 24th January, 2020 and from the Calcutta Stock Exchange on 27th January, 2020 and relevant provisions of applicable laws, the provisions of the Memorandum of Association and the Articles of Association of Titagarh Wagons Limited ("Transferee Company") and subject to the approval of the Hon'ble National Company Law Tribunal, Kolkata (the "Tribunal") and such other approvals, permissions and sanctions of any regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by the Tribunal or by any regulatory, statutory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Transferee Company (hereinafter referred to as the "Board", which term shall be deemed to include Committee(s) of the Board, constituted or being constituted by the Board or any person(s) which the Board may nominate to exercise its powers including the powers conferred by this resolution), the Scheme of Amalgamation by absorption of Cimmco Limited, Applicant No. 1 and Titagarh Capital Private Limited, Applicant No. 2 with Titagarh Wagons Limited (Applicant No.3- "Transferee Company") and their respective shareholders and creditors placed before this meeting and initialed by the Chairperson of the meeting for the purpose of identification, be and is hereby approved with or without modification and/or conditions, if any, which may be required and/or imposed and/or permitted by NCLT, Kolkata Bench while sanctioning the said Scheme of Amalgamation.

*"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 amalgamation by absorption 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 Tribunal while sanctioning the Scheme or by any authorities concerned under law, as considered necessary in giving effect to the Scheme, as the Board may deem fit and proper."*

24. It is stated in the petition that the exchange ratio of shares of the Petitioner Companies have been fixed on a fair and reasonable basis and on the basis of the Report prepared by the Scrutinizer, whose report forms a part in the report of the Chairpersons appointed for the meetings.

**25. A certificate from the Auditor of the Transferee Company** stating that the accounting treatment is in conformity with the **accounting standard under Section 133 is annexed with the petition and marked as "T"**.

26. It is stated in the petition that no one will be prejudiced if the said Scheme of Amalgamation is sanctioned and the sanction of the said Scheme will benefit and will be in the interest of the said companies, their shareholders, creditors, employees and all concerned.

27. It also appears from the affidavit of service filed on behalf of the petitioners that pursuant to the order dated 17th August, 2020, the petitioners have caused the petition to be advertised in the "Financial Express" and "Aajkaal" newspapers on 20.08.2020 and have served the same on the authorities required to be served under Section 230(5) of the Companies Act, 2013.

28. It also appears from the affidavit of the Regional Director, Eastern Region, Ministry of Corporate Affairs that there is no objection on the part of the said authority to the scheme of amalgamation being sanctioned. However, the observations of the Central Government through the Regional Director are the following:

*"(a) It is submitted that on examination of the report of the Registrar of Companies, West Bengal, it appears that the complaint has been received against M/s. Cimmco Limited and reply of the petitioner company stated that they already submitted the reply of queries raised in notices that 01.07.2019 and 31.07.2019 by RoC, WB vide its letter dated 10.07.2019 and 06.08.2019 respectively and after that no further communication has been received from the RoC, WB as well as Complainant. Further, the two cases are pending against the Transferor company namely, M/s. Titagarh Wagons Limited for filing of withdrawal petition. However, as per the reply of the company, it is stated that in all seven cases where auditor of the company is a party were disposed off by the Ld. Court of the Metropolitan Magistrate, Calcutta. The petitioner companies are also up-dated in filing their statutory returns. However, the same may be perused by the Hon'ble Tribunal and passed the order deem fit and proper. A copy of the report received from ROC, WB is attached herewith and marked as per Annexure -A.*

*(b) It is submitted that as per the reply of the petitioner company it is observed that the Transferor Company namely Titagarh Capital Private Limited is registered with RBI as NBFC company and RBI vide its letter dated 23.06.2020 given NOC to the proposed scheme of Amalgamation. A copy of letter of*

*Reserve Bank of India is enclosed as per Annexure-B and the same may be perused by the Hon'ble Tribunal.*

*(c) It is submitted that as per the reply of the petitioner company, it is observed that M/s. Titagarh Wagons Limited and M/s. Cimmco Limited registered with BSE and NSE and the Cimmco Limited is also registered with Calcutta Stock Exchange Limited, all the stock exchanges given no objection to the proposed amalgamation vide its letters dated 24.01.2020 and 27.01.2020 respectively. Copies of the said letters of BSE and NSE and Calcutta Stock Exchanges Limited dated 24.06.20 and 27.06.20 respectively are enclosed as per Annexure-C and the same may be perused by the Hon'ble Tribunal.*

*d) That as per the reply of the company the undertaking was given that any differential fee, if payable as per the Companies Act, 2013 on the clubbing of authorized share capital, promptly pay by the applicant companies. However, the same may be perused by the Hon'ble Tribunal and may pass the order deem fit and proper.*

*e) It is submitted that as per instructions of the Ministry of Corporate Affairs, New Delhi, a copy of the scheme was forwarded to the Income Tax Department through email on 05.05.2019 with a request to forward their comments/observations/objections, if any. However, the said authority not forwarded their report till date."*

29. It also appears from the report of the Official Liquidator that the affairs of the petitioner companies are not been carried on in a manner prejudicial to the interest of its members or to public interest. Such fact would also appear from the certificate of the auditor as annexed to this petition.

30. Heard the arguments of Ld. Sr. Counsel for the Petitioner Companies and authorized representative of Regional Director, Eastern Region, Ministry of Corporate Affairs at Kolkata. In view of the facts stated above and absence of any objection and since all requisite compliance have been fulfilled, the following orders in terms prayers made in the petition, are passed by this Tribunal.

#### ORDER

1. That the Scheme of Amalgamation mentioned in paragraph 2.1 of this petition being annexure "A" thereto is hereby sanctioned by this tribunal with effect from the Appointed Dated being 1st day of April, 2019 so as to be binding on the transferor companies, the transferee company and all its shareholders and creditors and all other concerned.
2. That all the properties, rights and interest of the transferor companies be transferred to and vested in without further act or deed in Titagarh Wagons Limited and accordingly the same, pursuant to Section 232 of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 be transferred to and vested in the Transferee Company for all the estate and interest of the Transferor companies therein but subject nevertheless to all charges now affecting the same; and
3. That all the liabilities and duties of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to section 232 of the Companies Act, 2013 and read with Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 be transferred to and become the liabilities and duties of the Titagarh Wagons Limited, the Transferee Company.
4. That all proceedings and/or suit appeals now pending by or against the Transferor Companies be continued by or against the Transferee Company.
5. The Transferee Company to allot shares to the shareholders of the Transferor Companies post amalgamation as envisaged in the Scheme of Amalgamation and for that, if necessary, to increase the authorized share capital.
6. That the Transferor Companies are permitted, within thirty days after the date of obtaining the Certified Copy of the order to be made herein, shall cause certified copies of this order to be delivered to the Registrar of Companies, West Bengal for registration respectively.
7. The schedule of assets in respect of Cimmco Ltd. and Titagarh Capital Private Limited (Transferor Companies) be filed within a period of 60 days from the date of the order to be made herein.
8. The Transferor Companies shall stand dissolved without winding up upon the Scheme of Amalgamation being effective

9. After dissolution of the Transferor Companies, the fee paid by the Transferor Companies on their Authorized Share Capital to be set off against the fee payable by the Transferee Company on its Authorized Share Capital subsequent to the amalgamation.
10. Any person interested shall be at liberty to apply before this Tribunal in the above matter for such directions as may be necessary.
11. In the event of the petitioner companies supplying the legible computerized print out of the scheme and schedule of assets in acceptable form to the department, the department will append such computerized print out, upon verification to be certified copy of the order without insisting on handwritten copy thereof.
12. Accordingly, the C.P. (CAA) No. 768/KB/2020 connected with CA (CAA) No. 254/KB/2020 stands disposed of accordingly.
13. The Registry is directed to send the copy of the order to the concerned parties by Email.
14. Certified copy of the order may be issued to all the concerned parties, if applied for, upon compliance with all requisite formalities.

Sd/-  
**(Harish Chander Suri)**  
Member(T)

Sd/-  
**(Madan B. Gosavi)**  
Member(J)

Dated, the 30th day of September, 2020.

SCHEME OF AMALGAMATION  
OF  
CIMMCO LIMITED  
AND  
TITAGARH CAPITAL PRIVATE LIMITED  
WITH  
TITAGARH WAGONS LIMITED

UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013  
And all other applicable provisions of the Companies Act, 2013  
(to the extent notified) and Companies Act, 1956 (to the extent still in force)

**INTRODUCTION**

1. This Scheme of Amalgamation ("Scheme") is presented pursuant to the provisions of Sections 230-232 and other relevant provisions of the Companies Act, 2013 ("Act") as may be applicable, and in compliance with the applicable section(s) of the Income-Tax Act, 1961 for the following:
  - 1.1 Amalgamation (merger by absorption) of Cimmco Limited ("Transferor Company 1") into and with Titagarh Wagons Limited ("Transferee Company") and consequent dissolution of the Transferor Company 1 without winding up; and
  - 1.2 Amalgamation (merger by absorption) of Titagarh Capital Private Limited ("Transferor Company 2") into and with Titagarh Wagons Limited ("Transferee Company") and consequent dissolution of the Transferor Company 2 without winding up.
  - 1.3 The Scheme is divided into the following parts:

Part	Particulars
I.	Background, Rationale, Definitions, Date of taking effect and Share Capital
II.	Amalgamation, transfer and vesting of Undertaking of the Transferor Company 1 and Transferor Company 2 into and with the Transferee Company and the matters incidental thereto.
III.	Consideration by the Transferee Company
IV.	Accounting Treatment
V.	Dissolution of Transferor Companies and matters incidental thereto

The Transferor Company 1 and Transferor Company 2 are sometimes collectively referred to herein as the Transferor Companies.

**PART I.**

**1. BACKGROUND AND DESCRIPTION OF THE COMPANIES**

**1.1 TITAGARH WAGONS LIMITED**, is a public limited company within the meaning of the Companies Act, 2013 having its registered office at 756, Anandapur, E M Bypass, Kolkata - 700 107 and Corporate Identity Number (CIN) L27320WB1997PLC084819 (for short "TWL" or "**Transferee Company**"). The shares of TWL are listed at BSE Limited ('BSE') and the National Stock Exchange of India Limited ('NSE'). TWL was originally incorporated on 3<sup>rd</sup> July, 1997 as a limited company under the provisions of the Companies Act, 1956. The Permanent Account Number (PAN) of the company is AABCT1377P.

**Transferee Company** is engaged in the business of manufacturing of Rail Rolling Stock including Railway Wagons, Passenger Coaches, Steel Castings of various configurations, Shipbuilding, Bridges and special projects for defence establishment of India and other heavy engineering equipment/products.

**1.2 Cimmco Limited** (hereinafter referred to as 'Cimmco' or '**Transferor Company 1**'), is a public limited company within the meaning of the Companies Act, 2013, having its registered office at 756 Anandapur, E M Bypass, Kolkata-700107 and Corporate Identity Number (CIN) L28910WB1943PLC168801. The shares of Cimmco are listed at BSE Limited ('BSE') and The National Stock Exchange of India Limited ('NSE'). The shares of Cimmco are also listed on the Calcutta Stock Exchange but an application for delisting has been made in 2016 and is under process. Cimmco was originally incorporated as a company limited by shares on 8<sup>th</sup> September, 1943 under the Companies Act, 1913 under the name of Texmaco (Gwalior) Limited. Thereafter, pursuant to Section 23 of the Companies Act, 1956 and under the order of the Central Government, the name of the Company was changed to Central India Machinery Manufacturing Co. Ltd. and the said company was duly incorporated as a Company under the provision of the Companies Act, 1956. A fresh certificate of change of name was issued to the company on 22<sup>nd</sup> June, 1956. Subsequently, the name of the company was changed to Cimmco Limited and a fresh certificate of incorporation consequent to change of name was issued to the company on 6<sup>th</sup> December, 1985. The name of the Company was thereafter changed to Cimmco Birla Limited and a fresh certificate of incorporation consequent on change of name was issued to the Company on 3<sup>rd</sup> October, 1994. Following a scheme of rehabilitation sanctioned by the then Board for Industrial Finance & Reconstruction (BIFR), the name of the Company was changed to Cimmco Limited w.e.f. April 09, 2010. The Company by a special resolution changed its place of Registered Office from Delhi to West Bengal and such alteration was confirmed by an order of the



Company Law Board, New Delhi Bench dated 20<sup>th</sup> September, 2011. A certificate of registration of Company Law Board order for change of state was issued to the company on 24<sup>th</sup> October, 2011. The Permanent Account Number (PAN) of the company is AAACC3147K.

**Cimmco** is engaged in the business of manufacturing railway wagons of various types and other heavy engineering products/equipment and also products for defence establishment of India.

**1.3 TITAGARH CAPITAL PRIVATE LIMITED**, is a private limited company within the meaning of the Companies, Act, 2013 having its registered office at 756, Anandapur, E M Bypass, Kolkata-700107 and Corporate Identity Number (CIN) U01122WB1994PTC138832 (for short “TCPL” or “**Transferor Company 2**”). TCPL was originally incorporated as Flourish Securities & Finance Private Limited on 10/05/1994 under the provisions of the Companies Act, 1956. Pursuant to the approval of Central Government, the Company’s name was changed to Titagarh Capital Private Limited upon issue of a fresh certificate of incorporation dated 18<sup>th</sup> April, 2012. The Permanent Account Number (PAN) of the Company is AAACF3929L. TCPL is a wholly owned subsidiary of Titagarh Wagons Limited. TCPL is also a registered Non-Banking Financial Company (Non Deposit Taking Non Systemically Important).

TCPL is engaged in the business of leasing of wagons, investment and other non-depositing accepting non-banking financial activities.

## 2. RATIONALE FOR THE SCHEME

-The Transferor Companies and Transferee Company belong to Titagarh Group.

-All the entities are engaged in similar and ancillary businesses pertaining to manufacturing of wagons, passenger coaches, transportation, warehousing and logistics etc.

Further, Transferor Company 1 and the Transferee Company both are listed and carry on similar line of businesses.

Hence, with a view to consolidating similar businesses under a single entity and to achieve simplified corporate structure by way of group reorganisation, the management has envisaged to undertake the amalgamation of the Transferor Companies in the Transferee Company under this Scheme.

The amalgamation of the Transferor Companies with the Transferee Company would *inter alia* have the following benefits:

- a) Help in achieving improved operational efficiency and optimum advantages and also to achieve greater efficiency and synergy in operations by combining the activities of the Transferor Companies with the Transferee Company;
- b) The amalgamated entity will benefit from optimum utilization of manpower through improved organizational capacity and leadership, arising from the combination of people from the Transferor Companies and Transferee Company which have diverse skills, talent, management expertise, enlarged knowledge base and vast experience to compete successfully in an increased competitive industry;
- c) The amalgamated entity shall reduce fixed costs by removing duplicate departments, operations and lower the cost of the Company relative to the same revenue stream and shall thus increase the profit margins.
- d) Under a liberalised, fast changing and highly competitive environment, this amalgamation shall strengthen the business of the Transferor Companies and the Transferee Company by pooling up the resources, business expertise, business processes and assets for common purpose and hence optimum utilization;
- e) The synergies that exist between the entities in terms of services and resources can be put to the best advantage of all stakeholders;
- f) The amalgamation will result in better economic control, increased financial strength and flexibility and enhance the ability of the amalgamated entity to undertake large projects, thereby contributing to enhancement of future business potential;
- g) Cost savings are expected to flow from more focused operational efforts, rationalisation, standardisation and simplification of business processes, productivity and improvements, improved procurement and the elimination of duplication and rationalization of administrative expenses.
- h) The consolidation of the companies engaged in similar line of business in one entity, under a single centralized system of management, will result in the management being able to exercise greater control over the operations of the Companies. This will also result in the management being enabled to undertake any re-structuring / re-organization of the various business undertakings of the companies for the purposes of achieving optimum efficiency /and or to attract investments in the individual business undertakings of the Companies.

In view of the aforesaid, the Board of Directors of the Transferor Companies as well as the Transferee Company have considered and proposed the amalgamation of the entire undertakings and businesses of the Transferor Companies with the Transferee Company in order to benefit the stakeholders of both Transferor Companies and Transferee Company. Accordingly, the Board of Directors of all the companies have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertakings and businesses of the Transferor Companies to the Transferee Company pursuant to the provisions of Section 230 to Section 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.

The Scheme is in the interest of the shareholders, creditors and employees of both the Companies and their

stakeholders and would enable the Transferee Company to adopt a focused business approach for the maximization of benefits to the stakeholders. The Scheme shall not in any manner be prejudicial to the general public at large.

### 3 DEFINITIONS AND INTERPRETATION: DEFINITIONS

In this Scheme (as defined hereafter), unless repugnant to the meaning or context thereof, the following expressions shall have the following:

- (i) **"Act" or "the Act"** means the Companies Act, 2013 (to the extent notified) and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force and includes any rules, regulations, circulars or guidelines issued thereunder, as amended from time to time and shall include the Companies Act, 1956 (to the extent still in force);
- (ii) **"Appointed Date"** means 1<sup>st</sup> April, 2019 or such other date as may be fixed or approved by the Appropriate Authority;
- (iii) **"Appropriate Authority"** means any government, statutory, regulatory, departmental or public body or authority having jurisdiction over the Transferor Companies and the Transferee Company, including the Central Government, Regional Director, Registrar of Companies and the National Company Law Tribunal;
- (iv) **"Assets"** in relation to Transferor Company means Fixed Assets, Loans and Advances, Investments, Current Assets, debit balance in Profit and Loss account and any other assets as per the books of the Transferor Company as at March 31, 2019;
- (v) **"Board of Directors" or "Board"** shall mean the Board of Directors of Transferor Companies and Transferee Company as the case may be and shall include a duly constituted committee thereof for implementation of the Scheme;
- (vi) **"BSE"** means BSE Limited;
- (vii) **"Companies"** means collectively, the Transferor Companies and the Transferee Company;
- (viii) **"Effective Date"** means the date on which the final order of NCLT has been passed approving the Scheme either on the terms as originally approved by the Parties to the Scheme, or subject to such modifications approved by NCLT, as shall in the form and substance be acceptable to the Transferee and Transferor Companies and also read with conditions set out in Clause 16.2. References in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" or "Coming into Effect of this Scheme" shall mean the Effective Date;
- (ix) **"Liabilities"** in relation to the Transferor Companies means Loan Funds, Current Liabilities, Reserves and Surpluses (including balance in Profit and Loss Account), provisions and all other liabilities of the Transferor Companies as per the books of the Transferor Companies as at March 31, 2019;
- (xiii) **"NCLT"** means the National Company Law Tribunal, Kolkata Bench
- (ix) **"NSE"** means The National Stock Exchange of India Limited.
- (x) **"IT Act"** means the Indian Income-tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof (including Income Tax Rules) for the time being in force;
- (xi) **"Proceedings"** include any suit, appeal or any legal proceeding of whatsoever nature in any Court of law, or tribunal or any judicial or quasi-judicial body or any assessment proceeding before any authority under any law and also arbitration proceeding;
- (xii) **"Record Date"** means the date to be fixed by the Board of the respective Transferor Companies and the Transferee Company for the purpose of issuance of shares to the shareholders of the Transferor Company 1 pursuant to the Clause 12 of the Scheme.
- (xiii) **"Registrar of Companies" or "ROC"** means the relevant Registrar of Companies having territorial jurisdiction in the state(s) in which the respective registered offices of the Companies are located;
- (xiv) **"Scheme" or "this Scheme" or "the Scheme of Amalgamation"** means this Scheme of Amalgamation in its present form as submitted to the NCLT or this Scheme with any amendment(s) or modification(s) if any, made by the shareholders of the respective Companies and accepted by the Boards of the respective Companies or such modification(s) as may be imposed by any Appropriate Authority and / or directed to be made by the NCLT(s) while sanctioning the Scheme and accepted by the Boards of the respective Companies;
- (xv) **"SEBI"** means the Securities and Exchange Board of India, established under Section 3 of the Securities and Exchange Board of India Act, 1992;
- (xvi) **"SEBI Circulars"** means (i) Circular No. CFD/DIL3/CIR/2017/21 dated March 10 2017, (ii) Circular No. CFD/DIL3/CIR/2017/26 dated March 23, 2017, (iii) SEBI Circular No. CFD/DIL3/CIR/2017/105 dated September 21, 2017, (iv) SEBI Circular No CFD/DIL3/CIR/2018/2 dated January 03, 2018 issued by SEBI or any other circulars issued by SEBI applicable to scheme of arrangement from time to time;
- (xvii) **"Stock Exchanges"** means BSE Limited and NSE collectively;
- (xviii) **"Transferor Companies"** means Cimmco Limited and Titagarh Capital Private Limited;
- (xix) **"Transferee Company"** means Titagarh Wagons Limited;
- (xx) **"Undertaking" or "Undertaking of the Transferor Companies"** shall mean and include the whole of the assets, properties, liabilities and the undertaking(s) and entire business(es) of the Transferor Companies as a going concern and specifically include the following (without limitation):
  - (a) All the assets and properties (whether movable or immovable, if any, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent of whatsoever nature and wherever situated) of the Transferor Companies, including, without being limited to all their lands (freehold or

leasehold), buildings, factory, work shop, all plant and machinery, fixed assets, godown, guest house, tenancy right, work in progress, show room, office equipments, accessories, power lines, power station, sub-station, railway tracks, vehicles, furniture and fixtures, deposits, assets, current assets, premises, investments of all kinds (including shares, scripts, stocks, bonds, debenture stocks, units), cash balances including with banks, loans (including working capital loan), advances, contingent rights or benefits, receivables, refunds, claims, earnest moneys, advances or deposits paid by the Transferor Companies, their goodwill, financial assets, lease and hire purchase contracts, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantee, reversions, powers, municipal permissions, authorities, allotments, approvals, consents, licences, registrations, contracts, engagements, arrangements, customer contracts, customer approvals, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of, or enjoyed by the Transferor Companies including licenses, fixed and other assets, trade and service names liberties, patents, brand, trademarks, logo, designs, copyrights and other intellectual property rights of any nature whatsoever, import licences, quotas, permits, concessions, subsidies, approvals, authorisations, right to use and avail of telephones, telexes, facsimile connections, LAN installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets and properties and all agreements and all other interests held in trust, registrations, contracts, engagements, arrangements of all kinds, privileges and all other rights, benefits of all agreements, subsidies, grants, incentives, tax and other credits [including but not limited to credits in respect of Tax, income-tax, minimum alternate tax i.e. tax on book profits, (whether recorded or not in the financial statements), tax deducted at source, tax collected at source, advance tax, goods and service tax, value added tax, central sales tax, sales tax, CENVAT, MODVAT, excise duty, service tax, custom duty, octroy, entry tax etc), tax losses (including unabsorbed depreciation), brought forward tax losses, book losses for minimum alternate tax purposes, tax benefits and other claims and powers, all books of accounts, documents and records of whatsoever nature and wheresoever situated, easements, arrangements of all kind, privileges, liberties and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested or granted in favour of or enjoyed by the Transferor Companies or in connection with or relating to that of the Transferor Companies 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 Companies

- (b) all intellectual property rights including patents designs, copyrights, trademarks, brands (whether registered or otherwise), logo, advertisement banner, goodwill, records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business, activities and operations of the Transferor Companies;
- (c) all letters of intent, request for proposal, prequalification, bid acceptances (including benefit arising out of or in relation to any bank guarantees submitted to any authority in respect thereof by the Transferor Companies), tenders, contracts, deeds, memorandum of understanding, bonds, agreements, arrangements, track-record, technical know-how, technical experience (including experience in executing projects), experience, goodwill and all other rights, claims and powers and any other instrument of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Companies for all intents and purposes and specifically including but not limited to, the turnover, the profitability, performance, and market share, prequalification, net worth and reserves of the Transferor Companies;
- (d) right to any claim not preferred or made by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or Scheme made by the Government, and in respect of set-off, carry forward of unabsorbed losses and/or unabsorbed depreciation, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income-tax Act, 1961, or taxation laws of other countries, or any other or like benefits under the said statute(s) or under and in accordance with any law or statute, whether in India or anywhere outside India;
- (e) all debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Companies and all other obligations of whatsoever kind, nature and description. Provided that, any reference in the security documents or arrangements entered into by the Transferor Companies and under which, the assets of the Transferor Companies stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to that Undertakings of the Transferor Companies only as are vested in Transferee Company by virtue of the Scheme and the Scheme shall not operate to enlarge security for any loan, deposit or facility created by the Transferor Companies which shall vest in Transferee Company by virtue of the

amalgamation and Transferee Company shall not be obliged to create any further or additional security thereof after the amalgamation has become effective;

- (f) all other obligations of whatsoever kind, including liabilities of the Transferor Companies with regard to their employees with respect to the payment of gratuity, pension benefits and the provident fund or compensation, if any, in the event of resignation, death, voluntary retirement or retrenchment;
- (g) All staff, workmen, and employees engaged in or relating to the business activities and operations of the Transferor Companies;
- (h) all balances with government, quasi-government, municipal, local and other authorities and bodies, customers and any other persons, earnest moneys and/or security deposits paid or received by the Transferor Companies; and
- (i) all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programs along with their licenses, manuals and backup copies, drawings, other manuals, data catalogues, emails, presentation, correspondences /communications with third parties/authorities, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form.

It is intended that the definition of Undertakings of the Transferor Companies under this clause will enable the transfer of all property, assets, rights, duties, obligations, entitlements, benefits, employees and liabilities of Transferor Companies with Transferee Company pursuant to this Scheme becoming effective.

#### INTERPRETATION

In this Scheme, unless the context otherwise requires:

- (a) references to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (b) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- (c) words in the singular shall include the plural and vice versa; and
- (d) all the expressions which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the Depositories Act, 1996, the IT Act or any other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

#### 4. SHARE CAPITAL OF THE COMPANIES

4.1 The share capital of **Transferee Company** as on 31<sup>st</sup> March, 2019 is as under:

Authorised Capital is Rs. 228,10,00,000 (Rupees Two Hundred and Twenty Eight Crores and Ten Lakhs only) divided into 88,05,00,000 equity shares of Rs. 2/- each and 5,20,00,000 preference shares of Rs. 10/- each.

The issued, subscribed and paid up capital of the Transferee Company as at March 31, 2019 was Rs. 23,10,55,840/- (Rupees Twenty Three Crores Ten Lakhs Fifty Five Thousand Eight Hundred and Forty Only), divided into 11,55,27,920 equity shares of Rs. 2/- each fully paid up.

The issued, subscribed and paid up capital of the Transferee Company as on the date of approval of this Scheme by the Board i.e. August 14, 2019 is Rs. 23,12,12,340/- (Rupees Twenty Three Crores Twelve Lakhs Twelve Thousand Three Hundred and Forty Only), divided into 11,56,06,170 equity shares of Rs. 2/- each fully paid up.

#### 4.2 SHARE CAPITAL OF TRANSFEROR COMPANY 1

The share capital of **Transferor Company 1** as on 31<sup>st</sup> March, 2019 is as follows:

Authorised Capital is Rs. 111,00,00,000 (Rupees One Hundred and Eleven Crores only) divided into 6,10,00,000 equity shares of Rs. 10/- each and 5,00,00,000 preference shares of Rs. 10/- each.

The issued, subscribed and paid up capital is Rs. 67,34,85,260/- (Rupees Sixty Seven Crores Thirty Four Lakhs Eighty Five Thousand Two Hundred and Sixty Only), divided into 2,73,48,526 equity shares of Rs.

10/- each fully paid up and 4,00,00,000 11% Non-Convertible Cumulative Redeemable Preference Shares of Rs.10 each fully paid up.

4.3 The share capital of **Transferor Company 2** as on 31st March, 2019 is as follows:

Authorised Capital is Rs. 46,00,00,000 (Rupees Forty Six Crores only) divided into 21,00,000 equity shares of Rs. 100/- each and 25,00,000 1% Non-Cumulative Compulsory Convertible Preference Shares of Rs. 100/- each.

The issued, subscribed and paid up capital is Rs. 40,00,00,000 (Rupees Forty Crores only) divided into 15,00,000 equity shares of Rs. 100/- each and 25,00,000 1% Non-Cumulative Compulsory Convertible Preference Shares of Rs. 100/- each fully paid.

As on date, the authorized, issued, subscribed and paid-up capital of the Transferor Companies remains the same as stated hereinabove. The authorized capital of the Transferee Company remains the same, however there has been increase in the issued, subscribed and paid-up capital since then as has been stated hereinabove.

#### 5. DATE WHEN THE SCHEME COMES INTO OPERATION:

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by NCLT, unless otherwise specified in the Scheme, operative from the Appointed Date as specified herein, shall become effective on the date on which certified copies of the final order of the Hon'ble NCLT sanctioning the Scheme are issued to the Transferor Companies and the Transferee Company.

## PART II

### TRANSFER AND VESTING OF UNDERTAKING OF TRANSFEROR COMPANIES

#### 6. TRANSFER OF UNDERTAKING OF TRANSFEROR COMPANIES:

##### 6.1 General

Upon coming into effect of this Scheme and with effect from the Appointed Date, the Undertakings of the Transferor Companies shall, pursuant to the sanction of this Scheme by the NCLT and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, and as and from the Appointed Date, the properties, estates, assets, titles and interests of the Transferee Company by virtue of and in the manner provided in the Scheme subject to all charges, liens, mortgages, lis pendens, if any, then affecting the same or any part thereof and all the creditors of the Transferor Companies shall become the creditors of the Transferee Company on the same terms and conditions.

##### 6.2 Transfer of Assets

6.2.1 Without prejudice to the generality of Clause 6.1 above, upon coming into effect of this Scheme and with effect from the Appointed Date:

(a) All assets and properties comprised in the Undertakings of the Transferor Companies of whatsoever nature and wheresoever situated, shall, under the provisions of Section 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the assets and properties of the Transferee Company.

Provided that Board of Directors of the Transferee Company shall be entitled, at its discretion and as may be advised or considered fit, expedient or necessary, to determine the classification/ reclassification and treatment of any or all of the assets and/or employees or any other rights, interests, obligations or anything else transferred to and vested in the Transferee Company pursuant to this Scheme.

(b) Without prejudice to the provisions of sub-clause (a) above in respect of such of the assets and properties of the Transferor Companies, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Companies and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of its Undertakings without requiring any deed or instrument or conveyance for the same.

(c) In respect of the movables other than those dealt with in sub-clause (b) above including sundry debtors, receivables, bills, loans and advances, if any, whether recoverable in cash or in kind or for value to be recovered, bank balances, investments, earnest money and deposits with any Government, quasi-government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may if it so deems appropriate, give notice in such form as it may deem fit and proper, to each person, debtors or depositors, as the case may be, that the said debt, loan, advance, balance or deposit stand transferred and vested in the Transferee Company).

(d) The mutation of the ownership title, or interest in the immovable properties (whether freehold or leasehold of whatsoever nature and wherever so situated) related to the Transferor Companies in favour of the Transferee Company shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme and it becoming effective without any other deed or act required therefor in accordance with the terms thereof.

(e) All the licenses, permits, quotas, approvals, permissions, registrations, incentives, sales tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, customer registrations, customer approvals, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall under the provisions of Section 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or deemed to be transferred to and vested in or be available to the Transferee Company so as to become as and from the Appointed Date, licences, permits, quotas, approvals, permissions, registrations, incentives, sales tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, customer registrations, customer approvals, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

(f) In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed (including minimum alternate tax, sales tax, excise duty, custom duty, service tax, value added tax and other incentives), granted by any Government body, local authority or by any other person and availed of by the Transferor Companies is concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions as presently available to the Transferor Companies.

(g) With effect from the Appointed Date all permits, quotas, rights, entitlements, tenancies and licenses relating to brands, trademarks, patents, copy rights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Undertakings of the Transferor Companies and which are subsisting or having effect immediately before the Appointed Date, shall be and remain in full force and effect in favour of the Transferee Company and may be enforced fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a beneficiary or obligee thereto.

(h) With effect from the Appointed Date any statutory licenses, permissions, quotas, permits, approvals, consents, registrations, eligibility certificates, pre-qualification criteria, technical experience, fiscal incentives and no-objection certificates obtained and/or held by the Transferor Companies for their operations and/or to which the Transferor Companies are entitled to in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in, and/or be transferred to, the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities or any other person concerned therewith in favour of the Transferee Company. Since the Undertakings of the Transferor Companies will be transferred to and vested in the Transferee Company as going concerns without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Companies shall vest in, and become available to, the Transferee Company upon the Scheme coming into effect.

(i) The Transferor Companies shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by Appropriate Authority under and in accordance with Sections 230 to 232 and all other applicable provisions, if any, of the Act, the said debtors shall pay to the Transferee Company the debt, loan or advance or make payment of the same on account of the Transferor Companies and the right of the Transferor Companies to recover or realize the same stands extinguished.

6.2.2 All assets and properties of the Transferor Companies as on the Appointed Date, whether or not included in the books of the respective Transferor Companies, and all assets and properties, which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230 to 232 and all other applicable provisions if any of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 230 to 232 of the Act, provided however that no onerous asset shall have been acquired by the Transferor Companies after the Appointed Date without the prior written consent of the Transferee Company.

6.3 From the Effective Date and till such time that the names of the bank accounts of the Transferor Companies are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Companies, in its name, in so far as may be necessary.

6.4 In relation to the assets, properties and rights including rights arising from contracts, deeds, instruments and agreements, if any, which require separate documents of transfer including documents for attornment or endorsement, as the case may be, the Transferee Company will execute the necessary documents of transfer including documents for attornment or endorsement, as the case may be, as and when required or will enter into a novation agreement.

#### **6.5 Transfer of Liabilities:**

6.5.1 Upon coming into effect of this Scheme and with effect from the Appointed Date, all Liabilities relating to and comprised in the respective Undertakings of the Transferor Companies shall, pursuant to the sanction of this Scheme by the Appropriate Authority and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become as from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the respective Transferor Companies and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this clause.

6.5.2 All debts, liabilities, duties and obligations of all the Transferor Companies shall, as on the Appointed Date, whether or not provided in the books of the respective Transferor Companies, and all debts and loans raised and used, and duties, liabilities and obligations incurred or which arise or accrue to the respective Transferor Companies on or after the Appointed Date till the Effective Date shall be deemed to be and shall become the debts, loans raised and used, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.

6.5.3 Where any such debts, liabilities, duties and obligations of the respective Transferor Companies as on the Appointed Date have been discharged by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company.

6.5.4 All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the respective Transferor Companies after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be and stand transferred to or vested in or deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

6.5.5 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the respective Transferor Companies and the Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any such inter-company loans, advances and other obligations with effect from the Appointed Date.

6.5.6 The Transferee Company may, at any time, after the coming into effect of this Scheme in accordance hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the creditors, or lenders, as the case may be, or in favour of any other party to the contract or arrangement to which the Transferor Companies are party or any writing, as may be necessary, in order to give formal effect to the provisions mentioned herein. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Companies as well as to implement and carry out all such formalities and compliances referred to above.

6.5.7 The Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Companies which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further, or additional security therefor after the amalgamation has become effective or otherwise.

6.5.8 Without prejudice to the foregoing provisions of this Clause 4.3:

(i) All debentures, bonds, notes or other debt securities, if any, of the Transferor Companies relating to the Liabilities comprised in their respective Undertakings (hereinafter referred to as the "**Debt Securities**") shall, under 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 and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and shall be

exercised by or against the Transferee Company to the same extent as if it were the respective Transferor Companies in respect of the Debt Securities so transferred and vested.

(ii) Any Debt Securities issued by the Transferor Companies and held by the Transferee Company shall, unless sold or transferred by the Transferee Company at any time prior to the Effective Date, stand cancelled as on the Effective Date and be of no effect and the Transferor Company shall have no further obligation in that behalf.

6.5.9 Any loans or other obligations, if any, due inter-se i.e. between the Transferor Companies with the Transferee Company as on the Appointed Date, and thereafter till the Effective Date, shall stand automatically extinguished.

#### **6.6 Encumbrances:**

6.6.1 The transfer and vesting of the assets comprised in the respective Undertakings of the Transferor Companies to and in the Transferee Company under Clause 6.1 and Clause 6.2 of this Scheme shall be subject to the mortgage and charges, if any, affecting the same as hereinafter provided.

6.6.2 All the existing securities, charges, encumbrances or liens (the “**Encumbrances**”), if any, created by the Transferor Companies after the Appointed Date, in terms of the Scheme, over the assets comprised in their respective Undertakings or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to Liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company.

6.6.3 The transfer and vesting of the Undertakings of the Transferor Companies as aforesaid shall be subject to the existing securities, encumbrances, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of the Transferor Companies.

Provided however, that any reference in any security documents or arrangements (to which the Transferor Companies, is a party) pertaining to the assets of Transferor Companies offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to such assets, as are offered or agreed to be offered as security, pertaining to the Transferor Companies as are vested in the Transferee Company by virtue of the aforesaid clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferor Companies or any of the assets of the Transferee Company. Further, the Transferee Company shall not be required to create any additional security over assets acquired by it under the Scheme for any loans, deposits or other financial assistance availed /to be availed by the Transferor Companies.

6.6.4 The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.

6.6.5 Any reference in any security documents or arrangements (to which a Transferor Company is a party) to the respective Transferor Company and in assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the respective Transferor Company and the Transferee Company may execute any instruments or documents or do all acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.

6.6.6 Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the liabilities, which have been transferred to it in terms of the Scheme.

6.6.7 It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.

6.6.8 The provisions of this Clause 6.6.8 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security documents; all of which instruments, deeds or writing shall stand modified and/or superseded by the foregoing provisions.



6.6.9 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute Deeds of Confirmation in favour of the secured creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which the respective Transferor Companies is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of the Scheme, be deemed to be authorised to execute any such writings on behalf of the respective Transferor Companies and to implement or carry out all such formalities or compliance referred to above on the part of the respective Transferor Companies, required to be carried out or performed.

#### **6.7 Taxes:**

6.7.1 All taxes (including but not limited to advance tax, self-assessment tax, regular tax, tax deducted at source, minimum alternate tax credits, dividend distribution tax, securities transaction tax, taxes withheld / paid in foreign country, value added tax, sales tax, service tax, goods and service tax etc.) paid / payable by or refunded / refundable to the Transferor Companies with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds / claims etc. as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, accumulated losses and allowance for unabsorbed depreciation as per Section 72A of the IT Act, losses brought forward and unabsorbed depreciation as per the books of account, deductions otherwise admissible such as under sections 40, 40A, 43B etc. of the IT Act, exemptions, credits, holidays, remissions, reductions, service tax input credits, GST input credits etc., as would have been available to the Transferor Companies, shall pursuant to this Scheme becoming effective be available to the Transferee Company. This clause is to be read along with Clause 22 of this Scheme.

#### **6.8 Inter-se Transactions:**

Without prejudice to the provisions of Clauses 6.1 to 6.4, with effect from the Appointed Date, all inter-party transactions between the Transferor Companies and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date. For the removal 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, investments, obligation, balances or other outstanding as between the Transferor Companies 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.

#### **7. CONTRACTS, DEEDS ETC:**

(a) Upon the coming into effect of this Scheme and subject to the provisions hereof, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature to which any Transferor Companies is a party or to the benefit of which the respective Transferor Companies may be eligible and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, and be enforced as fully and effectually as if, instead of the respective Transferor Company, the Transferee Company had been party or beneficiary or obligee thereto or thereunder.

(b) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which any of the respective Transferor Company is a party or any writings may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the respective Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the respective Transferor Company to be carried out or performed.

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

#### **8. LEGAL PROCEEDINGS:**

On and from the Appointed Date, all suits, actions and legal proceedings by or against any of the respective Transferor Company pending and/or arising on or before the Effective Date shall be continued and/or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and/or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had

been instituted and/or pending and/or arising by or against the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by the respective Transferor Company with any union/employee of the respective Transferor Company.

#### **9. TRANSFER OF PROFITS/LOSSES AND RESERVES**

With effect from the Appointed Date, all profits (including losses), reserves, income accruing to or losses and expenditure, if any (including payment of penalty, damages or costs of litigation) arising to or incurred by the Undertaking of the Transferor Companies shall for all purposes, be treated as the profits or reserves or income or losses or expenditure, as the case may be of the Transferee Company.

#### **10. CONDUCT OF BUSINESS:**

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

(a) The Transferor Companies shall carry on and shall be deemed to have carried on all their business and activities as hitherto and shall hold and stand possessed of their respective Undertakings on account of, and for the benefit of and in trust for, the Transferee Company.

(b) All profits or incomes accruing or arising to the Transferor Companies, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profit and income) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrued as the profits or incomes or as the case may be, expenditure or losses (including taxes) of the Transferee Company.

(c) All assets howsoever acquired by the Transferor Companies for carrying on their businesses, operations or activities and the liabilities relating thereto shall be deemed to have been acquired and are also contracted for and on behalf of the Transferee Company.

(d) All taxes (including income tax, goods and services tax, sales tax, excise duty, customs duty, service tax, VAT etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of their respective businesses/Undertaking before the Appointed Date, or after the Appointed Date, but before the Effective Date, shall be on account of the Transferee Company and, in so far as it relates to tax payment (including, without limitation, income tax, minimum alternate tax, sales tax, goods and services tax, excise duty, custom duty, service tax, VAT etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of their respective businesses after the Appointed Date, or during the period between the Appointed Date and Effective Date, the same shall be deemed to be the corresponding amount paid by the Transferee Company and shall, in all proceedings be dealt accordingly.

(e) Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to their Undertaking that has been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken or discharged for and on behalf of and as agent of the Transferee Company.

10.2 With effect from the first of the dates of filing of this Scheme with the NCLT and up to and including the Effective Date:

(a) The Transferor Companies shall preserve and carry on their businesses and activities with reasonable diligence and business prudence and shall not undertake any financial commitments of any nature whatsoever, borrow any amounts nor incur any liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for themselves or on behalf of its subsidiaries or group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with their respective Undertakings or any part thereof save and except in each case in the following circumstances:

- (i) if the same is in their ordinary course of businesses as carried on by it as on date of filing this Scheme with the NCLT; or
- (ii) if the same is permitted by this Scheme; or
- (iii) if written consent of the Transferee Companies have been obtained.

(b) The Transferor Companies shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to their businesses and affairs and operations (ii) any agreement or transaction (other than an agreement or transaction in ordinary course of the respective Transferor Company's business); and (iii) such other matters as the Transferee Company may notify from time to time; without the prior written consent of the Transferee Company.

10.3 Without prejudice to the above, the Transferor Companies from the date of filing this Scheme with the NCLT shall not make any change in their respective capital structures, whether by way of increase (by issue

of equity shares on a rights basis, bonus shares or otherwise), decrease, reduction, reclassification, subdivision or consolidation, reorganization, or in any other manner which may, in any way, affect the Share Exchange Ratio except under any of the following circumstances:

- (a) By mutual consent of the respective Board of Directors of the Transferor Companies and the Transferee Company; or
- (b) By way of any obligation already subsisting as on the date of filing this Scheme with the Appropriate Authority.

10.4 The Transferee Company shall also be entitled, pending sanction of the Scheme, to apply to the Central Government, State Government, and all other agencies, departments and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which the Transferee Company may require including the registration, approvals, exemptions, relieves, etc., as may be required / granted under any law for the time being in force for carrying on businesses of the Transferor Companies.

## **11. EMPLOYEES:**

11.1 Upon coming into effect of this Scheme:

(a) All the employees of the Transferor Companies who are in employment as on the Effective Date shall become the employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favourable than those on which they are engaged or employed by the Transferor Company. It is clarified that the employees of the Transferor Company who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company (including the benefits of or under any Employee Stock Option Schemes applicable to or covering all or any of the employees of the Transferee Company), unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by the Transferor Companies with any union/employee of the Transferor Companies.

(b) The existing provident fund, gratuity fund and pension and/or superannuation fund or trusts or retirement funds or benefits created by the Transferor Companies or any other special funds created or existing for the benefit of the concerned employees of the Transferor Companies (collectively referred to as "Funds") and the investment made out of such Funds shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Companies or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute therein, until such time as the Transferee Company creates its own funds into which the Funds and the investments and contributions pertaining to the employees of the Transferor Companies shall be transferred to such funds of the Transferee Company.

11.2 With effect from the first of the dates of filing of this Scheme with the Appropriate Authority and up to and including the Effective Date the Transferor Companies shall not vary or modify the terms and conditions of employment of any of its employees, except with the written consent of the Transferee Company.

11.3 It is clarified that the services of all transferred staff, workmen and employees of the Transferor Companies to the Transferee Company will be treated as having been continuous for the purpose of the aforesaid employee benefits and / or liabilities. For the purpose of payment of any retrenchment compensation, gratuity, and / or other terminal benefits, and / or any other liability pertaining to staff, workmen and employees, the past services of such staff, workmen and employees with the Transferor Companies shall also be taken into account by the Transferee Company, who shall pay the same as and when payable.

## **12. SAVING OF CONCLUDED TRANSACTIONS:**

Subject to the terms of this Scheme, the transfer and the vesting of the Undertakings of the Transferor Companies under Clause 6 of this Scheme shall not affect any transaction or proceeding already concluded by the Transferor Companies on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

## **13. OTHERS:**

13.1 The Scheme does not involve any compromise or composition with the creditors of the Transferor Companies or the Transferee Company and the rights of the creditors of the Transferor Companies and the

Transferee Company are not affected in any manner.

13.2 The charge and/or security of the secured creditors of the Transferor Companies and the Transferee Company shall remain unaffected by this Scheme.

13.3 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Companies and realise all monies and complete and enforce all pending contracts and transactions and to issue credit notes in respect of the Transferor Companies in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Companies to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.

13.4 Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, holidays, incentives, concessions and other authorisations in relation to the Transferor Companies, shall stand transferred by the order of the Appropriate Authority to the Transferee Company, the Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the Appropriate Authority.

### **PART - III** **ISSUE OF CONSIDERATION BY TRANSFEE COMPANY**

#### **14. CONSIDERATION:**

##### **14.1 On Merger of Transferor Company 1 with the Transferee Company (i.e. Cimcco with TWL)**

i Upon the Scheme coming into effect, the Transferee Company shall without any further act or deed, issue and allot 13 Equity Shares of Rs.2/- each fully paid up for every 24 Equity Shares of Rs.10/- each fully paid up held by the shareholders of the Transferor Company 1 (other than shares held by Transferee Company in Transferor Company 1) whose names appear in the register of members as on the Record Date (as defined in the Scheme) or to their respective heirs, executors, administrators, or other legal representatives or successor-in-title as the case may be.

ii (ii) The new shares to be issued by Transferee Company on merger of Transferor Company 1 with Transferee Company shall be subject to the provisions of the Memorandum and Articles of Association of Transferee Company.

iii (iii) At the time of issue and allotment of the equity shares, the Board of Directors of the Transferee Company shall consolidate all fractional entitlement and allot all equity shares in lieu thereof to a corporate trustee or such other authorised representative(s) as the Board of Directors of the Transferee Company shall appoint in this behalf, who shall hold the equity shares issued in the Transferee Company in trust on behalf of the equity shareholders entitled to fractional entitlements with the express understanding that such corporate trustee or other authorised representative(s) shall sell the same in the market at such time or times and at such price or prices or to such person or persons as it/he /she /they may deem fit and pay to the Transferee Company the net sale proceeds thereof whereupon the Transferee Company shall distribute such net proceeds (after deduction of applicable taxes, if any), to the equity shareholders in proportion to their respective fractional entitlements. The Board of Directors of the Transferee Company, if it deems necessary, in the interest of allottees, approve such other method in this behalf as it may, in its absolute discretion deem fit.

iv The equity shares issued and allotted by the Transferee Company in terms of the Scheme shall rank pari-passu in all respect with the existing equity shares of the Transferee Company. Further, Transferee Company, if required, take all necessary steps to increase its authorised share capital for issue of equity shares pursuant to the Scheme

v In the event that the Transferor Company 1 and Transferee Company restructure its equity share capital by way of share split/consolidation/ issue of bonus shares during the pendency of the Scheme, the Share Exchange ratio shall be adjusted accordingly to take into account effect of such corporate actions.

vi The equity shares to be issued pursuant to this Scheme shall be issued to the shareholders of the Transferor Company 1 in such form, physical or dematerialised as permitted under Applicable Law.

vii In the event of there being any pending share transfers, whether lodged or outstanding of any shareholders of Transferor Company 1, the Board of Directors of Transferor Company 1 shall be empowered prior to the Record Date, to effectuate such transfers in the Transferor Company 1 as if such changes in registered holders were operative as on the Record Date, in order to remove any difficulties arising to the transferors of the shares in relation to the equity shares issued by the Transferee Company after the Scheme is effected. The Board of Directors of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of

implementation of this Scheme and registration of new members in the Transferee Company on account of difficulties faced in the transition period.

(viii) The equity shares issued and/or allotted pursuant to the Scheme in respect of such of the equity shares of the Transferor Company 1 which are held in abeyance under the provisions of Section 126 of the Act shall, pending settlement of the dispute by order of court or otherwise, be held in abeyance by the Transferee Company.

(ix) Upon the Scheme becoming effective, the issued, subscribed and paid up share capital of the Transferee Company shall stand suitably increased/ modified consequent upon the issuance of equity shares in accordance with the Scheme. It is clarified that no special resolution under section 62 of the Act or any other applicable provisions of the Act shall be required to be passed by the Transferee Company separately in a general meeting for issue of equity shares to the members of the Transferor Company 1 under this Scheme and on the shareholders of the Transferee Company approving this Scheme, it shall be deemed that they have given their consent to the issue of equity shares of the Transferee Company to the members of Transferor Company 1.

(x) It is clarified that upon the approval of this Scheme by the shareholders of the Transferor Company 1 and Transferee Company under Sections 230 and 232 of the Act, the shareholders shall be deemed to have approved this Scheme under Sections 13, 14, 42, 62, 186, 188 and any other applicable provisions under the Act, and that no separate approval from the shareholders or others if so applicable to that extent shall be required to be sought by the parties for the matters specified in this Scheme.

(xi) Upon coming into effect of this Scheme, the equity shares and preference shares of the Transferor Company 1 held by the Transferee Company as on the Effective Date (including shares of the Transferor Company 1 to be received by Transferee Company pursuant to merger of Transferor Company 2 with the Transferee Company) shall be extinguished or shall be deemed to be extinguished and all such equity shares and preference shares held by the Transferee Company in the Transferor Company 1 shall be cancelled and shall be deemed to be cancelled without any further application, act or deed. It is clarified that on and from the Effective Date, any equity shares and preference shares held by the Transferee Company in the Transferor Company 1 shall stand cancelled. Further, the investment in the equity shares and preference shares of the Transferor Company 1, appearing in the books of Transferee Company shall, without any further act or deed stand cancelled.

#### **14.2 On Merger of Transferor Company 2 with the Transferee Company (i.e. TCPL with TWL)**

##### *a) Cancellation of equity and preference shares held by Transferee Company in Transferor Company 2*

Upon coming into effect of this Scheme, the equity shares and preference shares of the Transferor Company 2 held by the Transferee Company as on the Effective Date shall be extinguished or shall be deemed to be extinguished and all such equity shares and preference shares held by the Transferee Company shall be cancelled and shall be deemed to be cancelled without any further application, act or deed. It is clarified that on and from the Effective Date, any equity shares and preference shares held by the Transferee Company in the Transferor Company 2 shall stand cancelled. Further, the investment in the equity shares and preference shares of the Transferor Company 2, appearing in the books of Transferee Company shall, without any further act or deed stand cancelled.

##### *b) Cancellation of preference shares held by Transferor Company 2 in the Transferor Company 1*

Upon coming into effect of this Scheme, the preference shares of the Transferor Company 1 held by the Transferor Company 2 on the Effective Date shall be extinguished or shall be deemed to be extinguished as Transferor Company 2 is also getting merged with Transferee Company and all such preference shares held by the Transferor Company 2 in the Transferee Company shall be cancelled and shall be deemed to be cancelled without any further application, act or deed. It is clarified that on and from the Effective Date, any preference shares held by the Transferor Company 2 in the Transferor Company 1 shall stand cancelled. Further, the investment in the preference shares of the Transferor Company 1, appearing in the books of Transferor Company 2 shall, without any further act or deed stand cancelled.

## **15. LISTING OF NEW EQUITY SHARES**

15.1 After the Effective Date of this Scheme, the new equity shares to be issued and allotted by the Transferee Company in terms of clause 12 above shall be listed and shall be admitted for trading on the Stock Exchanges by virtue of this Scheme and in accordance with the provisions of SEBI Circulars. Transferee Company shall make all requisite applications and shall otherwise comply with the provisions of the aforesaid circulars and Applicable Laws and take all steps to get its share capital including the new equity shares issued by it in pursuance to this Scheme listed on the Stock Exchanges.

15.2 The new equity shares allotted by the Transferee Company pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated Stock Exchanges.

15.3 There shall be no change in the shareholding pattern of the Transferee Company between the Record Date and the listing which may affect the basis on which approval is received from the Stock Exchanges.

## 16. APPROVALS

16.1 The Transferor Companies and 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 consents and approvals which the Transferee Company may require to own the respective undertakings intended to be amalgamated unto it as hereinabove and to carry on the respective businesses.

16.2 This Scheme is specifically conditional upon and subject to:

- (a) The approval of and agreement to the Scheme by requisite majority of the members and Creditors of the Transferor Companies and the Transferee Company as may be directed by the National Company Law Tribunal on the applications made for directions under Section 230 of the said Act;
- (b) The sanction of the NCLT being obtained under Sections 230 to 232 of the said Act in favour of the Transferor Companies and the Transferee Company and to the necessary order or orders under Section 232 of the said Act, being obtained;
- (c) Receipt of approval of observation letter in relation to the Scheme from the relevant Stock Exchanges and SEBI in terms of the SEBI (Listing Obligations and Disclosures Requirements) Regulations, 2015;

The approval of the public shareholders of the Transferor Company and the Transferee Company in accordance with the provisions of the SEBI Circulars issued in this behalf. Such approval of public shareholders will be obtained through postal ballot and e-voting, after disclosure of all material facts in the explanatory statement sent to the shareholders in relation to such resolution, and the Scheme shall be acted upon only if the votes casted by public shareholders in favour of the Scheme are more than the number of votes casted by public shareholders against it.

- (d) Approval of merger of Transferor Company 2 with the Transferee Company by the Reserve Bank of India.
- (e) Any other sanction or approval of the appropriate authorities concerned, as may be considered necessary and appropriate by the respective Boards of Directors of the Transferor Companies and the Transferee Company being obtained and granted in respect of any of the matters for which such sanction or approval is required;

## 17. CONSOLIDATION OF AUTHORISED CAPITAL

17.1 The Memorandum and Articles of Association of the Transferee Company (relating to authorised share capital) shall without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment, and no further resolution(s) under any other applicable provisions of the Act would be required to be separately passed, as the case may be and be replaced by the following clause:

*"The Authorised Share Capital of the Company is Rs. 385,10,00,00,000/- (Rupees Three Hundred Eighty Five Crore Ten Lakhs only) divided into 94,36,00,000 (Ninety Five Crores Thirty Six Lakhs) Equity Shares of Rs 2/- (Rupees Two only) each and 145,00,00,000 (One Crore Forty Five Lakhs) Preference Shares of Rs. 10/- (Rupees Ten only) each, all or any part of the Share Capital shall be capable of being increased or reduced, classified or reclassified or re organized in accordance with the Company's Regulations and legislative provisions for the time being in force in that behalf, with power to divide the Shares in the Capital for the time being into Equity Share Capital and Preference Share Capital, to attach thereto respectively any preferential, qualified, deferred or special rights, privileges or conditions and to vary, modify or abrogate any such rights, privileges or conditions".*

17.2 Upon the Scheme becoming effective and the Transferor Companies being dissolved, the authorized capitals of the Transferor Companies as on the Appointed Date shall stand merged with the authorized capital of the Transferee Company, and the fee, if any, paid by Transferor Companies on its authorized capital before merger shall be set-off against any fees payable by the Transferee Company on its authorized share capital subsequent to the amalgamation.

17.3 For the purpose of increase in authorized share capital of the Transferee Company, the stamp duty and fees paid on the authorised capitals of the Transferor Companies shall be utilised and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any other further payment of stamp duty and / or fee by the Transferee Company for increase in the authorised share capital to that extent.

## PART - IV ACCOUNTING TREATMENT

## **18. ACCOUNTING TREATMENT**

18.1 Notwithstanding anything to the contrary contained in any other Clause in the Scheme, upon the Scheme becoming effective, the amalgamation of Transferor Companies into Transferee Company, shall be accounted as per "Pooling of Interest Method" in accordance with Indian Accounting Standard (Ind AS 103), Business Combinations and other accounting principles prescribed under the Companies (Indian Accounting Standards) Rules, 2015 as notified under section 133 of the Companies Act, 2013;

18.2 Comparative accounting period presented in the financial statements of the Transferee Company shall be restated for the accounting impact of merger, as stated above, as if the merger had occurred from the beginning of the comparative period in the financial statements.

## **PART V**

### **DISSOLUTION OF THE TRANSFEROR COMPANIES AND GENERAL TERMS AND CONDITIONS**

#### **19. DISSOLUTION OF THE TRANSFEROR COMPANIES:**

On the coming into effect of this Scheme, the Transferor Companies shall stand dissolved without winding up and without any further act or deed under Section 232 of the Act.

#### **20. VALIDITY OF EXISTING RESOLUTIONS ETC.:**

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

#### **21. PROCEEDINGS BEFORE THE APPROPRIATE AUTHORITY:**

(a) The Transferor Companies and the Transferee Company shall file in the Appropriate Authority a joint application for convening and holding of meetings of their respective shareholders and creditors to be called, held and conducted in such manner or for their dispensation, as the Appropriate Authority may direct and to consider and if thought fit to approve, with or without modification, this Scheme.

(b) On this Scheme being agreed by the requisite majority of members/creditors of the Transferor Companies and the requisite majority of members/creditors of the Transferee Company, the Transferor Companies and the Transferee Company shall apply to the Appropriate Authority for sanctioning the Scheme of Amalgamation under Sections 230 and 232 of the Companies Act, 2013 and for such other order, or orders, as the Appropriate Authority may deem fit for carrying this Scheme into effect and for dissolution of the Transferor Companies without winding up.

(c) It is hereby clarified that submissions of the Scheme to the Appropriate Authority and to any authorities for their respective approvals is without prejudice to all rights, interest, titles and defenses that the Transferor Companies and the Transferee Company has or may have under or pursuant to all applicable laws.

(d) The Transferor Companies and the Transferee Company shall also take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

#### **22. MODIFICATION OR AMENDMENTS TO SCHEME:**

22.1 The Transferor Companies and the Transferee Company by their respective Boards of Directors or any Committee thereof or any Director/ executive authorised in that behalf (hereinafter referred to as the "Delegate") may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which may deem fit or which the NCLT or Appropriate Authority or any authorities under law may deem fit to approve or which the Appropriate Authority or any authorities under law may impose/suggest and which the Transferor Companies and the Transferee Company may in their absolute discretion accept or such modification(s) or addition(s) as the Transferor Companies and the Transferee Company or as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme, and the Transferor Companies and the Transferee Company by their respective Boards of Directors or delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme.

22.2 In the event that any conditions are imposed by the Appropriate Authority or any Governmental Authorities, which any of the Transferor Companies or the Transferee Company finds unacceptable for any reason, then the respective Transferor Company and the Transferee Company shall be at liberty to withdraw the Scheme.

22.3 It is however, clarified that any amendment or modification to this Scheme after sanction thereof shall be made in accordance with the provisions contained in Section 231 of the Act or any statutory modification thereof.

22.4 For the purposes of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Delegates of the Transferor Companies and the Transferee Company may give and are authorised to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be shall be binding on all the parties, in the same manner as if the same were specifically incorporated in this Scheme.

22.5 For the purpose of giving effect to this Scheme or to any modifications/ amendments thereof, the Directors of the Transferor Companies (prior to its dissolution in pursuance to Scheme) and of the Transferee Company may give and are authorised to give all such directions as are necessary including directions for resolving any question of doubt or difficulty that may arise.

22.6 Further, post approval of the Scheme by NCLT, if there is any confusion in interpreting any clause of this Scheme, or otherwise, the Board of Directors of the respective Companies shall jointly have complete power to take the most sensible interpretation so as to render the Scheme operational.

### **23. WITHDRAWAL OF THE SCHEME**

The Companies shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by the Board of Directors of the respective Companies prior to the Effective Date. In such a case, the Companies shall respectively bear their own cost or as may be mutually agreed.

### **24. COMPLIANCE WITH TAX LAWS AS APPLICABLE TO THE SCHEME**

24.1 This Scheme is in compliance with the conditions relating to “amalgamation” as specified under Section 2(1B) of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said Section of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act.

24.2 On or after the Effective Date, the Companies shall have the right to revise their financial statements and tax returns (including withholding tax returns) along with the prescribed forms, filings and annexures under the provisions of the IT Act (including for the purpose of re-computing income tax under the normal provisions, minimum alternative tax, and claiming other tax benefits), Wealth Tax Act, 1957, customs duty law, central sales tax, applicable state value added tax, service tax laws, excise duty laws, Goods and Services tax, VAT law or other tax laws, and to claim refunds and/or credits for taxes paid (including minimum alternate tax, tax deducted at source, goods and service tax, etc), and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme.

24.3 As and from the Effective Date, all 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 Companies. Further, all tax proceedings shall not in any way be prejudicially affected by reason of the amalgamation of the Transferor Companies with the Transferee Company or anything contained in the Scheme.

24.4 Any tax liabilities under the IT Act, Wealth Tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, Goods and Service tax, VAT law or other applicable laws/ regulations dealing with taxes, duties, levies allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred or stand transferred to Transferee Company. Any surplus in the provision for taxation / duties/ levies account including advance



tax and tax deducted at source and MAT credit as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

- 24.5 Any refund under the IT Act, Wealth-tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and service tax, VAT law or other applicable laws/ regulations dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Companies due to Transferor Companies consequent to the assessment made on Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 24.6 Any tax payment (including, without limitation, income-tax, minimum alternate tax, taxes withheld/ paid in a foreign country, dividend distribution tax, securities transaction tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax, etc) whether by way of deduction at source, advance tax or otherwise, howsoever, by the Transferor Companies in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by Transferor Companies/ Transferee Company including on payables to Transferee Company/ Transferor Companies on account of investments (if any) held by the Transferee Company in the Transferor Companies which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 24.7 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Companies under the IT Act, Wealth Tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and service tax, VAT law or other applicable laws / regulations dealing with taxes / duties / levies shall be made or deemed to be have been made and duly complied with by the Transferee Company.
- 24.8 All deductions otherwise admissible to the Transferor Companies including payment admissible on actual payment or on deduction of appropriate taxes or on payment or tax deducted at source (such as under Sections 40, 40A, 43B, etc of the IT Act) shall be available for deduction to the Transferee Company as it would have been available to the Transferor Companies.
- 24.9 The accumulated losses and the allowances for unabsorbed depreciation of the Transferor Companies shall be deemed to be the loss and allowance for unabsorbed depreciation of the Transferee Company in accordance with Section 72A of the IT Act.
- 24.10 Further, the losses and unabsorbed depreciation as per books of accounts of the Transferor Companies as on the date immediately preceding the Appointed Date shall be deemed to be the brought forward losses and unabsorbed depreciation of the Transferee Company for the purpose of computation of book profit to calculate minimum alternate tax payable by the Transferee Company.
- 24.11 Without prejudice to the generality of the above, accumulated losses and allowance for unabsorbed depreciation as per Section 72A of the IT Act, losses brought forward and unabsorbed depreciation as per books of accounts, credits (including, without limitation income tax, minimum alternate tax, tax deducted at source, taxes withheld/ paid in a foreign country, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, customs duty drawback, goods and service tax, etc.) to which the Transferor Companies are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company, upon coming into effect of this Scheme.

## **25. COSTS AND EXPENSES**

All costs, charges and expenses including but not limited to any stamp duty or registration fees or any lease premium payable on any deed, document, instrument or the NCLT Order pertaining to this Scheme or in connection with this Scheme and incidental to the completion of the merger of the Transferor Companies with the Transferee Company in pursuance of this Scheme shall be borne and paid by the Transferee Company. The Transferee Company shall be eligible for deduction of such expenditure incurred as per Section 35DD of the IT Act.

## **26. MISCELLANEOUS**

- 26.1 If any part of this Scheme is found to be unworkable for any reason whatsoever, in the sole discretion of the Transferor Companies and the Transferee Company either by their respective Boards of Directors or through Committees appointed by them in this behalf, the same shall not, subject to the decision of the Transferor Companies and the Transferee Company, affect the validity or implementation of the other parts and/ or provisions of this Scheme.
- 26.2 In the event that any conditions imposed by the Appropriate Authority are found unacceptable for any

reason whatsoever by any Transferor Company or the Transferee Company, then the respective Transferor Company and/or Transferee Company shall be entitled to withdraw the Scheme in which event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

- 26.3 On the approval of the Scheme by the members of the Transferor Companies and Transferee Company pursuant to Section 230 of the Act, it shall be deemed that the said members have also accorded all relevant consents under other provisions of the Act to the extent the same may be considered applicable for the purpose of this Scheme.
- 26.4 The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Transferee Company in respect of the immovable properties vested in it. Any inchoate title or possessory title of the Transferor Companies or its predecessor companies shall be deemed to be the title of the Transferee Company.
- 26.5 Further, 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 the Board of Directors of the Transferor Companies and the Transferee Company are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have an adverse implication(s) on all or any of the Transferor Companies or the Transferee Companies.
- 26.6 If any part of this Scheme hereof is invalid, ruled illegal by any NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Companies and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the any of the Transferor Companies and /or the Transferee Company, then in such case the Transferor Companies and /or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Companies and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part. Without prejudice to above, if the modification required is not acceptable, then the Companies can withdraw the Scheme.

CIMMCO LIMITED

SCHEDULE OF ASSETS

Schedule of Assets as at 31<sup>st</sup> March, 2019 of Cimmco Limited (Transferor Company No. 1)  
(to be transferred to and vested in Titagarh Wagons Limited (the Transferee Company).

PART - I

(A short description of the freehold properties of the Demerged Company)

SCHEDULE OF LAND  
(GRANTED LAND/TEXTILE MACHINERY DIVISION, GWALIOR)

S. No.	BIGHA	BISWA	PRESENT POSITION OF LAND
465	2	19	FACTORY
1358	0	8	FACTORY
1359	3	1	FACTORY
1360	2	0	FACTORY
1361	4	6	FACTORY
1363	2	1	FACTORY
1364	2	3	FACTORY
1365	5	4	FACTORY
1366	2	6	STAFF COLONY ETC.
1367	1	15	STAFF COLONY ETC.
1368	0	16	STAFF COLONY ETC.
1369	2	4	STAFF COLONY ETC.
1370	1	17	STAFF COLONY ETC.
1371	1	4	STAFF COLONY ETC.
1373	0	5	STAFF COLONY ETC.
TOTAL	32	9	

SCHEDULE OF LAND  
(LEASE HOLD LAND FOR 99 YEARS/STEEL FOUNDRY DIVISION, GWALIOR)

S. NO.	TOTAL AREA IN KHASRA		LAND WITH CIMMCO		PRESENT POSITION OF LAND
	BIGHA	BISWA	BIGHA	BISWA	FACTORY
438	0	7	0	7	FACTORY
439	0	2	0	2	FACTORY
440	0	4	0	4	FACTORY
441	0	10	0	10	FACTORY
446	0	4	0	4	FACTORY
447	1	7	1	7	FACTORY
448	0	1	0	1	FACTORY
449	0	12	0	12	FACTORY
450	0	5	0	5	FACTORY
451	0	5	0	5	FACTORY
452	1	12	1	12	FACTORY
453	4	12	0	15	FACTORY
454	1	12	1	19	FACTORY
455	3	17	3	17	FACTORY
459	0	10	0	10	FACTORY
460	1	19	1	19	FACTORY
461	0	7	0	7	FACTORY
1377	5	5	5	5	FACTORY
1378	5	14	5	14	FACTORY
1379	0	4	0	4	FACTORY
1380	0	1	0	1	FACTORY
1381	0	15	0	15	FACTORY
1382	0	12	0	12	FACTORY

1383	1	5	1	5	FACTORY
1384	0	5	0	5	FACTORY
1392	4	0	3	17	FACTORY
1394	2	12	1	14	FACTORY
1395	0	7	0	5	FACTORY
1396	3	18	0	12	FACTORY
1402	0	8	0	5	FACTORY
1403	3	0	0	18	FACTORY
TOTAL			36	6	

**Leasehold Land at Bharatpur (Wagon Division)**

(A) Forest Area Allotted

Khasra No.	Area		Equal Acres
	Bighas	Biswas	
1148	42	18	
1149	17	9	
1151	160	19	88.5
1144	2	2	0.84
<b>Total</b>	<b>221</b>	<b>48</b>	<b>89.34</b>

(B) Land

Khasra No.	Area		Equal Acres
	Bighas	Biswas	
1147	92	3	
1150	81	10	
1146	63	5	94.76
1155	9	15	3.9
<b>Total</b>	<b>245</b>	<b>33</b>	<b>98.66</b>

<b>Grand Total(A)+(B)</b>	<b>466</b>	<b>81</b>	<b>188</b>
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**Lease Hold Land Acquired From RIICO, Bharatpur**

Location	Area
Brij Ind. Area Bharatpur Plot No.E-4	6600 Sq.Mtr

**Free Hold Land Acquired from RFC, Bharatpur**

Location	Area
E-5 Brij . Ind. Area, Bharatpur	4000 Sq.Mtr

**Freehold Land at Malanpur**

**New Survey No.**

Survey No.	Area in Hecter
945	0.90
946	0.75
1007	0.45
1009	1.15
1010	0.77
<b>Total</b>	<b>4.02</b>

**Old Survey No.**

Survey No.	Area in Hecter
266	2.090
268	1.150
269	0.752
<b>Total</b>	<b>3.992</b>

**Licence, Registrations and Approvals:**

- Approval No. A/S/HQ/RJ/PVM/1 (S92638) dated 09.01.2019 for Fabrication Shop issued by Petroleum & Explosives Safety Organisation (PESO), Ministry of Commerce & Industry, Government of India.
- Certificate No. 58317 dated 15.11.2019 for Manufacture of pressure vessels issued by the American Society of Mechanical Engineers.
- Certificate of Registration being Registration No. :- CLPE/2019/5/132539 issued by Department of Labour, Government of Rajasthan for CIMMCO LIMITED being registered under Contract Labour (Regulation And Abolition) Act,1970 (Principal Employer)
- Approval of Rajasthan State Pollution Control Board under order No.2014-2015/MUID/2711 Dated 19.06.2014 to Operate under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21(4) of Air (Prevention & Control of Pollution) Act, 1981.
- ESIC Employer's 17 digit format code No. 15000043280000702 issued by ESIC.
- Factory Licence having Registration No. RJ/682 dated 20/04/2020
- Factory Licence No. 42675, Registration No. RJ-10938 dated 14-05-2014 issued by the premises Cimmco Limited (HED).
- G 105 Certificate issued by RDSO under G 105 Standards for Warks at Malgodam Road, Bharatpur (Rajasthan)-321001.
- GST Registration Certificate bearing Registration Number : 08AAACC3147K1ZP.
- Licence No. L/17A/14/56 issued by Ministry of Heavy Industries, Government of India on 26.09.1956 for the manufacture of Railway Wagons.
- Certificate of Registration assessed under ISO 9001:2015 for Manufacture and supply of Railway wagons, Special Wagons, Loco Shells, Heavy Engineering Equipments, Unfired Pressure Vessels & Earth Moving Equipments. Certificate No. QC17CNQ1239.
- Certificate of Registration assessed under ISO 14001:2015 for Manufacture and supply of Railway wagons, Special Wagons, Loco Shells, Heavy Engineering Equipments, Unfired Pressure Vessels & Earth Moving Equipments.
- Licence No. S/HO/RJ/03/242 issued by Petroleum and Explosives Safety Organisation(PESO), Ministry of Commerce & Industry, Government of India for Storage of Carbon dioxide, Liquid Argon, gas in pressure Vessels.
- Trade License for the premises of Cimmco Limited at Malgodam Road, Bharatpur,

**PART - III**

(A short description of Assets of Cimmco Limited as at 31/03/2019)

Particulars	Rs.in Lacs
	WDV as on 01-04-2019
Free Hold Land	4734.83
Leasehold Land	19074.65
Investment Property	821.24
Leasehold Improvement	18.67
Buildings	1126.81
Plant & Machinery	1300.74
Railway Sidings	27.24
Furniture & Fixtures	33.31
Office Equipments	15.11
Computers	11.31
Vehicles	26.73
Computer Software	3.04
<b>Total</b>	<b>27193.68</b>

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A short description of Assets of Titagarh Capital Private Limited as at 31/03/2019

<b>Titagarh Capital</b>	<b>Rs. in Lacs</b>
Plant & Machinery (887 Railway Wagons)	1035.48
<b>Total</b>	<b>1035.48</b>