

Molisati Vinimay Private Limited

CIN : U51109WB2005PTC103772

Registered Office : 59, N. S. Road, 1st Floor, Kolkata-700 001, Tel.: 033-2107117, E-mail : molisati@gmail.com

Report to SEBI in respect of any acquisition made in reliance up on exemption provided for in Regulation 10(1)(d)(iii) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

1. General Details		
a.	Name, address, Telephone No., e-mail of acquirer(s)	MOLISATI VINIMAY PRIVATE LIMITED CIN: U51109WB2005PTC103772 Address: 59, N S Road, 1 st Floor, Kolkata - 700001, West Bengal, India Ph. No.: E-mail: molisati@gmail.com
b.	Whether sender is the acquirer (Y/N)	Yes
c.	If not, whether the sender is duly authorized by the acquirer to act on his behalf in this regard (enclose copy of such authorization)	Not Applicable.
d.	Name, address, Tel no. and e-mail of Sender, if sender is not the acquirer	Not Applicable.
2. Compliance of Regulation 10(7)		
a.	Date of report	17.06.2026
b.	Whether report has been submitted to SEBI within 21 business days from the date of the acquisition	Yes.
c.	Whether the report is accompanied with fees as required under Regulation 10(7)	Yes. Rs. 1,77,000/- (including IGST) has been remitted through the online payment portal of SEBI. The online payment transaction was successfully completed on June 17, 2026 bearing Online Transaction Reference Number DCNBHTV1N6BCM6 and User Details Reference ID 354067. A copy of the payment confirmation is attached as Annexure - A.
3. Compliance of Regulation 10(6)		
a.	Whether the report has been filed with the Stock Exchanges where the shares of the Company are listed within 4 business days of the acquisition.	Yes.
b.	Date of Report	17.06.2026
4. Details of the Target Company (TC)		
a.	Name & address of TC	SURAJ PRODUCTS LIMITED CIN: L26942OR1991PLC002865 Address: Barapali, Po Kesarmal, Rajgangpur, Sundargarh, Orissa - 770017, India Ph. No.: E-mail: suproduct@gmail.com
b.	Name of the Stock Exchange(s) where the shares of the TC are listed	1. BSE Limited; and 2. The Calcutta Stock Exchange Limited
5. Details of the acquisition		
a.	Date of acquisition	16.06.2026
b.	Acquisition price per share (in Rs.)	Not Applicable, as the shares have vested in the

			Acquirer pursuant to a Scheme of Amalgamation by operation of law and no separate acquisition consideration has been paid for such shares.			
	c.	Regulation which would have been triggered off, had the report not been filed under Regulation 10(7). (whether Regulation 3(1), 3(2), 4 or 5)	Regulation 3(1) would have been triggered off, had the report not been filed under Regulation 10(7).			
	d.	Shareholding of acquirer/s and PACs individually in TC (in terms of No. & as a percentage of the total share capital of the TC)	Before the acquisition		After the acquisition	
			No. of Shares	% w.r.t total share capital / voting rights of TC	No. of Shares	% w.r.t total share capital / voting rights of TC
		Name(s) of the acquirer(s) and PAC(**)				
		Molisati Vinimay Private Limited (Acquirer)	25,50,000	22.36	53,77,000	47.16
		NIP Power Private Limited (PAC)	28,27,000	24.80	-	-
6.	Information specific to the exemption category to which the instant acquisition belongs - Regulation 10(1)(d)(iii)					
	a.	Confirm that the scheme is approved by the order of a court or any other competent authority	Yes; The Regional Director (Eastern Region) has approved the Scheme of Amalgamation vide Order No. RD/T/41373/S-233/25/7810 dated January 15, 2026.			
	b.	Attached copy of the order mentioned above.	Attached as Annexure - B			
	c.	Total consideration paid under the scheme.	The shares are transferred by virtue of amalgamation order and; hence no consideration is involved.			
	d.	Component of cash and cash equivalents in the total consideration paid under the scheme. Whether the same is less than twenty-five percent of the total consideration paid under the scheme? (Y/N)	The shares have vested in the Acquirer pursuant to the Scheme of Amalgamation by operation of law and, accordingly, no separate consideration has been paid for the acquisition of such shares.			
	e.	After the implementation of the scheme, whether the persons who are directly or indirectly holding at least thirty-three per cent of the voting rights in the combined entity are the same as the persons who held the entire voting rights before the implementation of the scheme? (Y/N). Please furnish relevant details including the name of such persons as well as their stake in the combined entity.	<p>Yes. The persons who are directly or indirectly holding at least thirty-three per cent of the voting rights in the combined entity after implementation of the Scheme are the same as those who held the entire voting rights prior to the implementation of the Scheme.</p> <p>Prior to the implementation of the Scheme, Molisati Vinimay Private Limited (being the combined entity post-amalgamation) was wholly held by Mrs. Sunita Dalmia and Mr. Yogesh Kumar Dalmia. Pursuant to the Scheme of Amalgamation, while the shareholding of the combined entity has undergone a change, Mrs.</p>			

			<p>Sunita Dalmia and Mr. Yogesh Kumar Dalmia continue to hold 33.44% and 53.95% of the voting rights in the combined entity, respectively.</p> <p>Accordingly, the said persons continue to exercise control over the combined entity, and there is no change in control pursuant to the Scheme.</p>
	f.	<p>Whether the acquirers as well as sellers have complied with the provisions of Chapter V of the Takeover Regulations (corresponding provisions of the repealed Takeover Regulations 1997) (Y/N). If yes, specify applicable regulation/s as well as date on which the requisite disclosures were made along with the copies of the same.</p>	<p>Yes, the acquirer and the transferor have duly complied with the applicable provisions of Chapter V of the Takeover Regulations.</p>
	g.	<p>Declaration by the acquirer that all the conditions specified under regulation 10(1) (d)(iii) with respect to exemptions has been duly complied with.</p>	<p>The Acquirer hereby confirms that all the conditions specified under Regulation 10(1)(d)(iii) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 for availing the exemption have been duly complied with.</p>

We hereby declare that the information provided in the instant report is true and nothing has been concealed therefrom.

Yours faithfully,

Signature of the acquirer / Authorised Signatory:

For **MOLISATI VINIMAY PRIVATE LIMITED**

YOGESH KUMAR DALMIA

DIRECTOR

DIN: 00605908

DATE: 17.06.2026

PLACE: KOLKATA

Molisati Vinimay Private Limited

CIN : U51109WB2005PTC103772

Registered Office : 59, N. S. Road, 1st Floor, Kolkata-700 001, Tel.: 033-2107117, E-mail : molisati@gmail.com

Date: 17.06.2026

To,
The Corporate Relation Department
Bombay Stock Exchange Limited
1st Floor, New Trading Ring,
Rotunda Building, P.J. Towers,
Dalal Street, Fort,
Mumbai – 400001, Maharashtra, India

To,
The Listing Department
The Calcutta Stock Exchange Limited
7, Lyons Range,
Kolkata – 700001, West Bengal, India

Sub: Disclosures under Regulation 10(7) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (“SEBI SAST REGULATIONS”) – Report to Stock Exchanges in respect of acquisition made in reliance upon exemption provided for in Regulation 10(1)(d)(iii)

Dear Sir/Madam,

Please find enclosed the report under Regulation 10(7) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 in respect of acquisition of 28,27,000 (24.80%) equity shares of Suraj Products Limited by Molisati Vinimay Private Limited pursuant to the Scheme of Amalgamation approved by the Regional Director (Eastern Region) vide Order No. RD/T/41373/S-233/25/7810 dated January 15, 2026, in reliance upon the exemption available under Regulation 10(1)(d)(iii) of the SEBI SAST Regulations.

The respective intimation and report under Regulation 10(6) of the SEBI SAST Regulations have already been filed with the Stock Exchanges on June 17, 2026.

The prescribed fee of Rs. 1,77,000/- (Rupees One Lakh Seventy-Seven Thousand only) (including IGST) has been remitted through the online payment portal of SEBI on June 17, 2026 bearing Online Transaction Reference Number DCNBHTV1N6BCM6 and User Details Reference ID 354067.

This is for your information and records.

Thanking you,

Yours faithfully,

For **MOLISATI VINIMAY PRIVATE LIMITED**

YOGESH KUMAR DALMIA
DIRECTOR
DIN: 00605908

FORM NO. CAA. 12

[Pursuant to Section 233 Companies Act, 2013 and Rule 25(5) of Companies
(Compromise, Arrangement & Amalgamations) Rules, 2016]

CONFIRMATION ORDER OF SCHEME OF AMALGAMATION BETWEEN NIP POWER PRIVATE LIMITED AND PUSHPDANT INVESTMENT CONSULTANTS PRIVATE LIMITED AND SIDHISHREE FINANCIAL CONSULTANTS PRIVATE LIMITED AND TIRUPATI VINCOM PRIVATE LIMITED WITH MOLISATI VINIMAY PRIVATE LIMITED.

Pursuant to the provision of Section 233 of the Companies Act, 2013, the Scheme of compromise, arrangement or merger for transfer of NIP Power Private Limited (Transferor Company) and Pushpdant Investment Consultants Private Limited (Transferor Company) and Sidhishree Financial Consultants Private Limited (Transferor Company) and Tirupati Vincom Private Limited (Transferor Company) with Molisati Vinimay Private Limited (Transferee Company) approved by their respective members and creditors as required under section 233(1)(b) and (d) of the Companies Act, 2013 is hereby confirmed with Appointed date as 1st April, 2024 and subject to condition that :

- (i) Applicant Company has to comply with the provision of section 232(3)(i) read with proviso to section 233(1) of the Companies Act, 2013, if applicable,
- (ii) Notwithstanding anything contained in the Scheme, the employees of the Transferor Companies shall be entitled to all facilities, benefits etc. to which the employees of the Transferee Company are entitled, without any break in service,
- (iii) The Income Tax Department or any other authorities retain its recourse for recovery against Transferee Company in respect of any existing or future tax/all other liabilities of the Transferor Companies,
- (iv) Payment of Stamp Duty, if any, on transfer of immovable properties of the Transferor Companies to the Transferee Company, and
- (v) All legal proceedings and/or suits, appeals, prosecution, inquiry, inspection, investigation and other non-compliances of Statutory laws, if any, now pending by or against the Transferor Companies shall be continued by or against the Molisati Vinimay Private Limited (Transferee Company).


and the scheme shall be effective from the date of this confirmation.

A copy of the approved scheme is attached to this order.

Date: This 12th January, 2026
Place: Kolkata

No.: RD/T/41373/S-233/25/ 78/0




(RAKESH KUMAR TIWARI)
Regional Director, ER

Date: 15 JAN 2026

To
✓) Molisati Vinimay Private Limited.....(Transferee Company)
59, N S Road, 1st Floor,
Kolkata - 700001

- 2) **NIP Power Private Limited.....(Transferor Company)**
59, N S Road,
Kolkata - 700001

- 3) **Pushpdant Investment Consultants Private Limited.....(Transferor Company)**
14, Madhab Halder Road, Behala,
Kolkata - 700034

- 4) **Sidhishree Financial Consultants Private Limited.....(Transferor Company)**
14, Madhab Halder Road, Behala,
Kolkata - 700034

- 5) **Tirupati Vincom Private Limited.....(Transferor Company)**
14, Madhab Halder Road, Behala
Kolkata - 700034

- 6) The ROC, WB, Kolkatafor information and necessary action, if
any.

- 7) The OL, High Court, Calcutta.....for information and necessary action, if any.

**SCHEME OF AMALGAMATION
UNDER SECTION 233 OF THE COMPANIES ACT, 2013**

BETWEEN

**NIP POWER PRIVATE LIMITED ✓
(TRANSFEROR COMPANY NO.1)**

AND

**PUSHPDANT INVESTMENT CONSULTANTS PRIVATE LIMITED ✓
(TRANSFEROR COMPANY NO.2)**

AND

**SIDHISHREE FINANCIAL CONSULTANTS PRIVATE LIMITED ✓
(TRANSFEROR COMPANY NO.3)**

AND

**TIRUPATI VINCOM PRIVATE LIMITED ✓
(TRANSFEROR COMPANY NO.4)**

WITH

**MOLISATI VINIMAY PRIVATE LIMITED
(TRANSFEREE COMPANY)**

NIP POWER PVT. LTD.

Authorised Signatory

PREAMBLE

The Scheme has been drawn as applicable to "SMALL COMPANIES" as all the Companies involved fall within the definition of small companies as defined under Section 2(85) of the Companies Act, 2013.

CONTENTS OF THE SCHEME

SL. NO.	PART	PARTICULARS
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4.	PART IV	ISSUE OF EQUITY SHARES BY THE TRANSFEREE COMPANY
5.	PART V	ACCOUNTING TREATMENT
6.	PART VI	DISSOLUTION OF THE TRANSFEROR COMPANIES AND GENERAL TERMS AND CONDITIONS

MOLISATI VINIMAY PVT. LTD.

Authorised Signatory

TIRUPATI VINCOM PRIVATE LIMITED

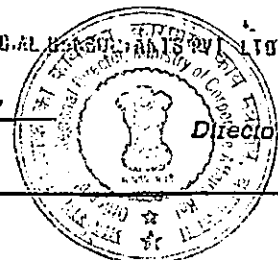
Ahulla
Director

PUSHPDANT INVESTMENT CONSULTANTS PVT LTD

Ahulla
Director

SIDHISHREE FINANCIAL CONSULTANTS PVT LTD

Ahulla
Director



PART I
GENERAL

A. DESCRIPTION OF COMPANIES AND BACKGROUND:

1. **NIP POWER PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51109WB1999PTC090590) and having its Registered Office at 59, N S ROAD, Kolkata 700001 in the State of West Bengal (hereinafter referred to as the "TRANSFEROR COMPANY NO.1" or the "AMALGAMATING COMPANY NO.1"). The TRANSFEROR COMPANY NO.1 is incorporated with the object of generate, develop, produce electric by wind, solar, hydroelectric, thermal power etc. Apart from pursuing its main object, the TRANSFEROR COMPANY NO.1 has deployed its fund in various investible instruments. The shares of the TRANSFEROR COMPANY NO.1 are not listed in any stock exchange.

2. **PUSHPDANT INVESTMENT CONSULTANTS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U65990WB2009PTC134227) and having its Registered Office at 14, Madhab Halder Road, Behala, Kolkata 700034 in the State of West Bengal (hereinafter referred to as the "TRANSFEROR COMPANY NO.2" or the "AMALGAMATING COMPANY NO.2"). The TRANSFEROR COMPANY NO.2 is Incorporated with the object of providing financial advisory and consultancy services. Apart from pursuing its main object, the TRANSFEROR COMPANY NO.2 has deployed its fund in various investible instruments. The shares of the TRANSFEROR COMPANY NO.2 are not listed in any stock exchange.

3. **SIDHISHREE FINANCIAL CONSULTANTS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U65990WB2009PTC134188) and having its Registered Office at 14, Madhab Halder Road, Behala, Kolkata 700034 in the State of West Bengal (hereinafter referred to as the "TRANSFEROR COMPANY NO. 3" or the "AMALGAMATING COMPANY NO. 3"). The TRANSFEROR COMPANY NO. 3 is incorporated with the object of providing financial advisory and consultancy services. Apart from pursuing its main object,

TIRUPATI PRIVATE LIMITED

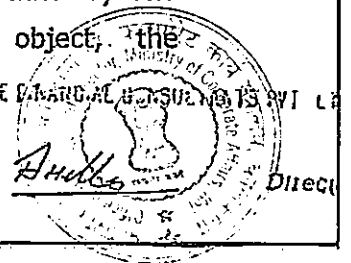
PUSHPDANT INVESTMENT CONSULTANTS PVT LTD

SIDHISHREE FINANCIAL CONSULTANTS PVT LTD

D. Muller
Director

D. Muller
Director

Director



TRANSFEROR COMPANY NO. 3 has deployed its fund in various investible instruments. The shares of the **TRANSFEROR COMPANY NO. 3** are not listed in any stock exchange.

4. **TIRUPATI VINCOM PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51109WB2007PTC118440) and having its Registered Office at 14, Madhab Halder Road, Behala, Kolkata 700034 in the State of West Bengal (hereinafter referred to as the "**TRANSFEROR COMPANY NO. 4**" or the "**AMALGAMATING COMPANY NO. 4**"). Apart from pursuing its main object, the **TRANSFEROR COMPANY NO. 4** has deployed its fund in various investible instruments. The shares of the **TRANSFEROR COMPANY NO. 4** are not listed in any stock exchange.

5. **MOLISATI VINIMAY PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51109WB2005PTC103772) and having its Registered Office at 59, NS Road, Kolkata 700001 in the State of West Bengal (hereinafter referred to as the "**TRANSFEREE COMPANY**" or the "**AMALGAMATED COMPANY**"). The **TRANSFEREE COMPANY** is engaged in the business of generation of Solar Power. Apart from pursuing its main object, the **TRANSFEREE COMPANY** has deployed its fund in various investible instruments. The shares of the **TRANSFEREE COMPANY** are not listed in any stock exchange.

The Companies involved in the Scheme are all **SMALL COMPANIES** pursuant to notification made by the **MINISTRY OF CORPORATE AFFAIRS** on **15TH SEPTEMBER, 2022**. This Scheme of Amalgamation provides for the amalgamation of the **TRANSFEROR COMPANIES** with the **TRANSFEREE COMPANY** pursuant to Section 233 and other relevant provisions of the Companies Act, 2013 and read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 that is applicable in the case of amalgamation of small companies.

B. RATIONALE FOR THE SCHEME:

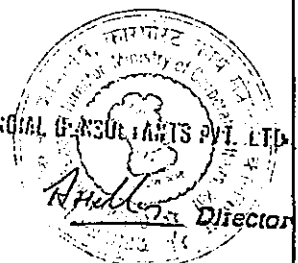
TIRUPATI VINCOM PRIVATE LIMITED

A. Hellen
Director

PUSHPANI INVESTMENT CONSULTANTS PVT LTD

A. Hellen
Director

SIDHSHREE FINANCIAL CONSULTANTS PVT. LTD.



NIP POWER PVT. LTD.
Authorized Signatory

MOLISATI VINIMAY PVT. LTD.
Authorized Signatory

The amalgamation of the TRANSFEROR COMPANIES with the TRANSFEREE COMPANY would, *inter-alia*, have the following benefits:

- a) To achieve greater integration and greater financial strength and flexibility, to maximize overall shareholder value.
- b) To achieve cost savings from more focused operational efforts, rationalization, standardization and simplification of business processes, productivity improvements and rationalization of administrative expenses.
- c) The consolidation of activities of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY by way of merger will lead to operational synergies, greater productivity and economical operations for future growth of the TRANSFEREE COMPANY.
- d) The merger will provide for pooling of the managerial, technical and financial resources of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY which will help in increasing the competitiveness of the TRANSFEREE COMPANY.
- e) The merger will result in economies of scale, reduction in overheads including administrative, managerial and other expenditure, operational rationalization, organizational efficiency and optimal utilization of resources.
- f) It is believed that this Scheme will create an enhanced value for shareholders and allow a focused growth strategy which would be in the best interest of all stakeholders and afford the advantages of synergies of their businesses.
- g) The said Scheme will contribute in furthering and fulfilling the objects of the Companies concerned and in the growth and development of these businesses.
- h) The proposed merger will further lead to reduction in the number of entity and, thereby, cause reduction in overheads and costs.
- i) The merger will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by both the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY.
- j) The assets of the amalgamated entity will far exceed its liabilities and rights of the creditors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY shall not in any way be prejudiced.

NIP POWER PVT. LTD.
Authorized Signatory
R. Muller

MOLISATI VINIMAY PVT. LTD.
Authorized Signatory
R. Muller

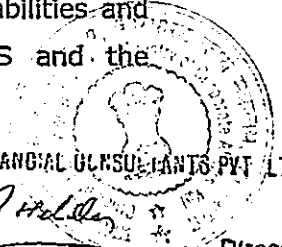
TIRUPATI VINCOM PRIVATE LIMITED

PUSHPANI INVESTMENT CONSULTANTS PVT LTD SIDHISHREE FINANCIAL CONSULTANTS PVT LTD.

R. Muller
Director

R. Muller
Director

R. Muller
Director



In view of the aforesaid, the Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY have considered and proposed the amalgamation of the entire undertaking and business of the TRANSFEROR COMPANIES with the TRANSFEREE COMPANY in order to benefit the stakeholders of all companies. Accordingly, the Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the TRANSFEROR COMPANIES with and into the TRANSFEREE COMPANY pursuant to the provisions of Section 233 of the Companies Act, 2013 and other relevant provisions of the Act.

- c. The amalgamation of the TRANSFEROR COMPANIES with the TRANSFEREE COMPANY pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with the relevant provisions of the Income Tax Act, 1961 including but not limited to Section 2(1B) and Section 47 thereof. If any of the terms or provisions of this Scheme are found or interpreted to be inconsistent with the provisions of the said sections and other related provisions at a later date including due to result from an amendment of law or for any other reason whatsoever up to the Effective Date, the provisions of the said sections and other related provisions of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) and other relevant provisions of the Income Tax Act, 1961.

NIP POWER PVT. LTD.
 Authorised Signatory

MOLISATI VINIMAY PVT. LTD.
 Authorised Signatory

PART II
DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS:

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

- a) "THE ACT" means the Companies Act, 2013 including any statutory modifications, re-enactments or amendments thereof.
- b) "APPOINTED DATE" for the purpose of this Scheme means **1st April, 2024.**

TIRUPATI VINCOM PRIVATE LIMITED

PUSHPDANT INVESTMENT CONSULTANTS PVT LTD

SIDHISHREE FINANCIAL CONSULTANTS PVT LTD

[Signature]
 (1)

[Signature] Director



- c) **"BOARD OF DIRECTORS" or "BOARD"** means the Board of Directors of the TRANSFEROR COMPANIES or the TRANSFEREE COMPANY, as the case may be and shall include a duly constituted committee thereof.
- d) **"EFFECTIVE DATE"** means the last of the dates on which the certified or authenticated copy of the orders of the Regional Director, Ministry of Corporate Affairs or by the Hon'ble National Company Law Tribunal, in the event the Scheme is referred by the Central Government to the National Company Law Tribunal, sanctioning the Scheme are filed with the Registrar of Companies by the TRANSFEROR COMPANIES and by the TRANSFEREE COMPANY. Any references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date.
- e) **"GOVERNMENTAL AUTHORITY"** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India.
- f) **"RECORD DATE"** means the date to be fixed by the Board of Directors of the TRANSFEREE COMPANY for the purpose of determining the names of the equity shareholders of the TRANSFEROR COMPANIES as applicable, who shall be entitled to shares of the TRANSFEREE COMPANY upon coming into effect of this Scheme.
- g) **"SCHEME" or "THE SCHEME" or "THIS SCHEME"** means this Scheme of Amalgamation drawn pursuant to Section 233 of the Companies Act, 2013, in its present form submitted to the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs at Kolkata with or without any modification(s) as made under clause No. 17 of Part VI of this Scheme.
- h) **"TRANSFEROR COMPANY NO. 1"** means **NIP POWER PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51109WB1999PTC090590) and having its Registered Office at 59, N S Road, Kolkata 700001 in the State of West Bengal.
- i) **"TRANSFEROR COMPANY NO. 2"** means **PUSHPDANT INVESTMENT CONSULTANTS PRIVATE LIMITED**, a company

NIP POWER PVT. LTD.

Authorised Signatory

A. Mukherjee

MOLISATI VINIMAY PVT. LTD.

Authorised Signatory

A. Mukherjee

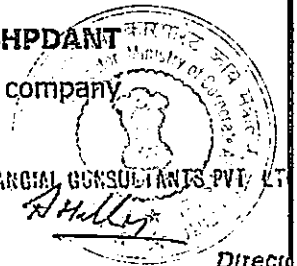
TIRUPATI VINCOM PRIVATE LIMITED

PUSHPDANT INVESTMENT CONSULTANTS PVT. LTD.

SIDHISHREE FINANCIAL CONSULTANTS PVT. LTD.

A. Mukherjee
Director

A. Mukherjee
Director



Director

incorporated under the provisions of the Companies Act, 1956 (CIN: U65990WB2009PTC134227) and having its Registered Office at 14, Madhab Halder Road, Behala, Kolkata 700034 in the State of West Bengal.

- j) "TRANSFEROR COMPANY NO. 3" means **SIDHISHREE FINANCIAL CONSULTANTS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U65990WB2009PTC134188) and having its Registered Office 14, Madhab Halder Road, Behala, Kolkata 700034 in the State of West Bengal.
- k) "TRANSFEROR COMPANY NO. 4" means **TIRUPATI VINCOM PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51109WB2007PTC118440) and having its Registered Office 14, Madhab Halder Road, Behala, Kolkata 700034 in the State of West Bengal.
- l) "TRANSFEREE COMPANY" means **MOLISATI VINIMAY PRIVATE LIMITED PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51109WB2005PTC103772) and having its Registered Office at 59, N S ROAD, Kolkata 700001 in the State of West Bengal.
- m) "THE CENTRAL GOVERNMENT" means the "REGIONAL DIRECTOR, EASTERN REGION, MINISTRY OF CORPORATE AFFAIRS" or such authority as may be prescribed under the Companies Act, 2013 or Rules therein.
- n) "THE TRIBUNAL" or "THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL" shall mean the Hon'ble National Company Law Tribunal, Kolkata Bench.
- o) "UNDERTAKING" means the whole of the undertaking and entire business of the TRANSFEROR COMPANIES as a going concern, including (without limitation):
- All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the TRANSFEROR COMPANIES including but not limited to plant and machinery, equipment,

NIP POWER PVT. LTD.

Authorised Signatory

A. Halder

MOLISATI VINIMAY PVT. LTD.

Authorised Signatory

A. Halder

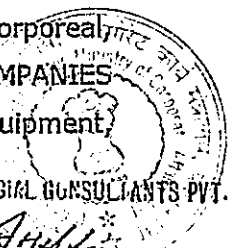
TIRUPATI VINCOM PRIVATE LIMITED

PUSHPDANI GOVERNMENT CONSULTANTS PVT LTD. SIDHISHREE FINANCIAL CONSULTANTS PVT. LTD.

A. Halder
Director

A. Halder
Director

A. Halder
Director



buildings and structures, offices, residential and other premises, vehicles, sundry debtors, furniture, fixtures, office equipment including computers, laptops, printers and servers, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units) and interests in its subsidiaries, cash in hand, balances and deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the TRANSFEROR COMPANIES financial assets, leases (including lease rights), hire purchase contracts and assets, leasing contracts and assets lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, know-how, goodwill, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, websites, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits), easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the TRANSFEROR COMPANIES and advantages of whatsoever nature and wheresoever situated in India or abroad, 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 or in connection with or relating to the TRANSFEROR COMPANIES and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the

NIP POWER PVT. LTD.

Authorised Signatory

MOLISATI VINIMAY PVT. LTD.

Authorised Signatory

TIRUPATI VINCOM PRIVATE LIMITED

PUSHPOANT INVESTMENT CONSULTANTS PVT. LTD.

SIDHISHREE FINANCIAL CONSULTANTS PVT. LTD.

A. Madhu
Director

A. Madhu
Director

A. Madhu
Director

control of or vested in or granted in favour of or held for the benefit of or enjoyed by the TRANSFEROR COMPANIES;

- ii. All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the TRANSFEROR COMPANIES of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized;
- iii. All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, assignments, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the TRANSFEROR COMPANIES;
- iv. All 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;
- v. All employees engaged by the TRANSFEROR COMPANIES as on the Effective Date.

p) All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, and other applicable laws, rules, regulations and byelaws, as the case may be, or any statutory amendment(s) or re-enactment thereof, for the time being in force.

q) The words importing the singular shall include the plural and words importing any gender shall include every gender.

2. SHARE CAPITAL:

A. TRANSFEROR COMPANY NO.1

TIRUPATI VINCOM PRIVATE LIMITED

A. Muller
Director

PDEHFOANI INVESTMENT CONSULTANTS PVT LTD

A. Muller
Director

SIDHISHREE FINANCIAL CONSULTANTS PVT LTD

A. Muller
Director



NIP POWER PVT. LTD.
A. Muller
Authorised Signatory

MOLISATI VINIMAY PVT. LTD.
A. Muller
Authorised Signatory

The authorized, subscribed and paid-up share capital of the **TRANSFEROR COMPANY NO.1** as on 31st March, 2024 was as under:

PARTICULARS	AMOUNT (In Rs.)
AUTHORISED SHARE CAPITAL	
2,50,000 Equity Shares of Rs. 10/- each	25,00,000
2,50,000 Redeemable Non-Cumulative Non-Participating Preference Shares of Rs. 10/- each	25,00,000
TOTAL	50,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
2,31,600 Equity Shares of Rs. 10/- each, fully paid-up	23,16,000
1,80,000 Redeemable Non-Cumulative Non-Participating Preference Shares of Rs. 10/- each	18,00,000
TOTAL	41,16,000/-

B. TRANSFEROR COMPANY NO.2

The authorized, subscribed and paid-up share capital of the **TRANSFEROR COMPANY NO.2** as on 31st March, 2024 was as under:

PARTICULARS	AMOUNT (IN RS.)
AUTHORISED SHARE CAPITAL	
50,000 Equity Shares of Rs. 10/- each	5,00,000
TOTAL	5,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
30,000 Equity Shares of Rs. 10/- each, fully paid-up	3,00,000
TOTAL	3,00,000/-

C. TRANSFEROR COMPANY NO. 3

The authorized, subscribed and paid-up share capital of the **TRANSFEROR COMPANY NO. 3** as on 31st March, 2024 was as under:

PARTICULARS	AMOUNT (IN RS.)
AUTHORISED SHARE CAPITAL	
50,000 Equity Shares of Rs. 10/- each	5,00,000
TOTAL	5,00,000/-

Authorised Signatory

NIP POWER PVT. LTD.
H. Holler

Authorised Signatory

MOLISATI VINIMAY PVT. LTD.
H. Holler

TIRUPATI VINCOM PRIVATE LIMITED

H. Holler

Director

PUSHPANI INVESTMENT CONSULTANTS PVT LTD

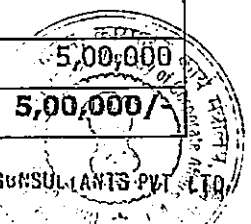
H. Holler

Director

SHREE FINANCIAL CONSULTANTS PVT. LTD.

H. Holler

Director



ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
30,000 Equity Shares of Rs. 10/- each, fully paid-up	3,00,000
TOTAL	3,00,000/-

D. TRANSFEROR COMPANY NO. 4

The authorized, subscribed and paid-up share capital of the **TRANSFEROR COMPANY NO. 4** as on 31st March, 2024 was as under:

PARTICULARS	AMOUNT (IN RS.)
AUTHORISED SHARE CAPITAL	
3,50,000 Equity Shares of Rs. 10/- each	35,00,000
TOTAL	35,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
3,43,200** Equity Shares of Rs. 10/- each, fully paid-up	34,32,000
TOTAL	34,32,000/-

****NOTE:**

1,71,000 EQUITY SHARES ARE HELD BY PUSPHDANT INVESTMENT CONSULTANTS PRIVATE LIMITED (TRANSFEROR COMPANY NO. 2) and 1,71,000 EQUITY SHARES ARE HELD BY SIDHISHREE FINANCIAL CONSULTANTS PRIVATE LIMITED (TRANSFEROR COMPANY NO. 3)

E. TRANSFEREE COMPANY

The authorized, subscribed and paid-up share capital of the **TRANSFEREE COMPANY** as on 31st March, 2024 was as under:

PARTICULARS	AMOUNT (IN RS.)
AUTHORISED SHARE CAPITAL	
4,50,000 Equity Shares of Rs. 10/- each	45,00,000
TOTAL	45,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
4,10,550 Equity Shares of Rs. 10/- each, fully paid-up	41,05,500
TOTAL	41,05,500/-

NIP POWER PVT. LTD.
 Authorised Signatory

MOLISATI VINIMAY PVT. LTD.
 Authorised Signatory

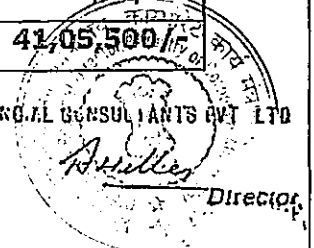
TIRUPATI VINCOM PRIVATE LIMITED

PUSPHDANT INVESTMENT CONSULTANTS PVT LTD

SIDHISHREE FINANCIAL CONSULTANTS PVT LTD

Amiller
Director

Amiller
Director



The Scheme of Amalgamation has been drawn pursuant to Section 233 of the Act as the Paid-Up Share Capital of all the Private Limited Companies are less than Rs. 4,00,00,000/- and have turnover less than Rs. 40,00,00,000/- and, therefore, both the companies are falling under the categories of small company.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE:

The Scheme set out herein in its present form or with any modifications approved or imposed or directed by the Central Government (Regional Director, Eastern Region, Ministry of Corporate Affairs) shall be effective from the Appointed Date but shall be operative from the Effective Date.

PART III

TRANSFER AND VESTING OF UNDERTAKING

1. TRANSFER OF UNDERTAKING:

Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking, pursuant to the sanction of this Scheme by the Central Government, Regional Director, Eastern Region in accordance with the provisions of Section 233 and other applicable provisions, if any, of the Act and read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 shall stand transferred to and be 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 to be made, done or executed so as to become, as and from the Appointed Date, the Undertaking of the TRANSFEREE COMPANY by virtue of and in the manner provided in this Scheme.

1.1 TRANSFER OF ASSETS

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

- a) All the assets and properties comprised in the Undertaking of whatsoever nature and wheresoever situated, shall, under the provisions of Section 233 and all other applicable provisions, if any, of

TIRUPATI VINCOM PRIVATE LIMITED

Amiller
Director

PUSHPDANT INVESTMENT CONSULTANTS PVT LTD

Amiller
Director

SIDDHESREE FINANCIAL CONSULTANTS PVT. LTD.

Amiller
Director

NIP POWER PVT. LTD.

Authorised Signatory

Amiller

MOLISATI VINIMAY PVT. LTD.

Authorised Signatory

Amiller

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 the assets and properties of the TRANSFEREE COMPANY.

- b) Without prejudice to the provisions of clause (a) above, in respect of such of the assets and properties of the Undertaking 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 the Undertaking, without requiring any separate deed or instrument or conveyance for the same.
- c) In respect of movables other than those dealt with in clause (b) above including sundry debts, receivables, bills, credits, loans and advances of the Undertaking, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority 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.
- d) All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, 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 233 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the TRANSFEREE COMPANY so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or

NIP POWER PVT. LTD.

Authorised Signatory

A. Muller

MOLISATI VINIMAY PVT. LTD.

Authorised Signatory

A. Muller

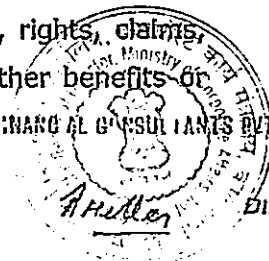
TIRUPATI V. COM. PRIVATE LIMITED

PUSHPANTHAR VENTURES PRIVATE LIMITED

SIDDHISHREE FINANCIAL CONSULTANTS PVT. LTD.

A. Muller
Director

A. Muller
Director



privileges of the TRANSFEREE COMPANY and shall remain valid, effective and enforceable on the same terms and conditions.

- e) 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 the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs, in accordance with Section 233 and all other applicable provisions, if any, of the Act, the said debtors should pay to the TRANSFEREE COMPANY the debt, loan or advance or make the same on account of the TRANSFEROR COMPANIES and the right of the TRANSFEROR COMPANIES to recover or realize the same stands vested in the TRANSFEREE COMPANY.
- f) 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 233 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. Provided, however, that no onerous assets shall have been acquired by the TRANSFEROR COMPANIES after the Appointed Date without the consent of the TRANSFEREE COMPANY as provided for in this Scheme.

NIP POWER PVT. LTD.
Aruldas
Authorised Signatory

MOLISATI VINIMAY PVT. LTD.
Aruldas
Authorised Signatory

SCHEDULE OF ASSETS

Schedule of Assets as at 31st March, 2024 of NIP POWER PRIVATE LIMITED, PUSHPDANT INVESTMENT CONSULTANTS PRIVATE LIMITED, SIDHISHREE FINANCIAL CONSULTANTS PRIVATE LIMITED and TIRUPATI VINCOM PRIVATE LIMITED (TRANSFEROR COMPANIES) to be transferred to and vested in MOLISATI VINIMAY PRIVATE LIMITED (TRANSFEREE COMPANY).

TIRUPATI VINCOM PRIVATE LIMITED

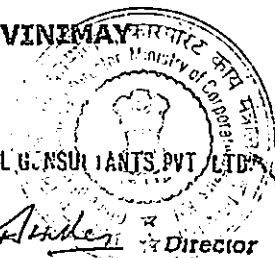
Aruldas
Director

PUSHPDANT INVESTMENT & REFINANCE PVT LTD

Aruldas
Director

SIDHISHREE FINANCIAL CONSULTANTS PVT LTD

Aruldas
Director



Part - I

A short description of the freehold properties of:

SL. NO.	NAME OF THE COMPANY	AMOUNT (IN INR '000)
1.	NIP POWER PRIVATE LIMITED	-
2.	PUSHPDANT INVESTMENT CONSULTANTS PRIVATE LIMITED	-
3.	SIDHISHREE FINANCIAL CONSULTANTS PRIVATE LIMITED	-
4.	TIRUPATI VINCOM PRIVATE LIMITED	-

Part - II

A short description of the leasehold properties of:

SL. NO.	NAME OF THE COMPANY	AMOUNT (IN INR '000)
1.	NIP POWER PRIVATE LIMITED	-
2.	PUSHPDANT INVESTMENT CONSULTANTS PRIVATE LIMITED	-
3.	SIDHISHREE FINANCIAL CONSULTANTS PRIVATE LIMITED	-
4.	TIRUPATI VINCOM PRIVATE LIMITED	-

Part - III

(Short description of all stocks, shares, debentures and other charges-in-action of **NIP POWER PRIVATE LIMITED**)

ASSETS

TOTAL
(AMT IN INR '000)

1. Non-Current Assets

a) Non-Current Investments	
Investment in Equity Shares (Quoted)	23,190.94
Investment in Equity Shares (Unquoted)	37,701.00
b) Other Property, Plant & Equipment	67.53
c) Deferred Tax Assets	48.42
d) Long Term Loans & Advances	1,57,431.57

2. Current Assets

a) Short Term Loans & Advances

1,494.70

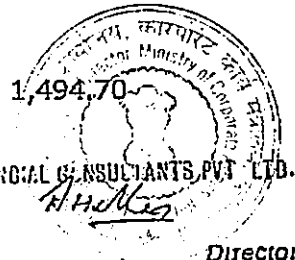
TIRUPATI VINCOM PRIVATE LIMITED

PUSHPDANT INVESTMENT CONSULTANTS PVT LTD

SIDHISHREE FINANCIAL CONSULTANTS PVT LTD.

[Signature]
Director

[Signature]
Director



Director.

NIP POWER PVT. LTD.
[Signature]
 Authorised Signatory

MOLISATI VINIMAY PVT. LTD.
[Signature]
 Authorised Signatory

b) Cash & Cash Equivalents	
- Balances with banks	5,476.74
- Cash in Hand	712.33

Total	2,26,123.23
	=====

(Short description of all stocks, shares, debentures and other charges-in-action of **PUSHPDANT INVESTMENT CONSULTANTS PRIVATE LIMITED**)

ASSETS

TOTAL
(AMT IN INR '000)

1. Non-Current Assets

a) Non-Current Investments	
Investment in Equity Shares (Unquoted)	
Associate Company	
- In Tirupati Vincom Private Limited	2,001.00

2. Current Assets

a) Cash & Cash Equivalents	
- Balances with bank	49.92
- Cash in Hand	3.78
- Fixed Deposits	764.03
b) Other Current Assets	2.00

Total -----
2,820.73
=====

(Short description of all stocks, shares, debentures and other charges-in-action of **SIDHISHREE FINANCIAL CONSULTANTS PRIVATE LIMITED**)

ASSETS

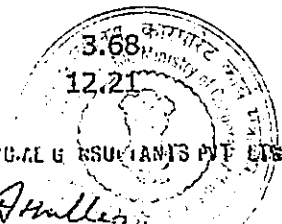
TOTAL
(AMT IN INR '000)

1. Non-Current Assets

a) Non-Current Investments	
Investment in Equity Shares (Unquoted)	
Associate Company	
- In Tirupati Vincom Private Limited	2,001.00

2. Current Assets

a) Cash & Cash Equivalents	
- Cash in hand	
- Balances with banks	



TIRUPATI VINCOM PRIVATE LIMITED

PUSHPDANT INVESTMENT CONSULTANTS PVT LTD SIDHISHREE FINANCIAL CONSULTANTS PVT LTD

A. Muller
Director

A. Muller
Director

A. Muller
Director

NIP POWER PVT. LTD.
A. Muller
 Authorised Signatory

MOLISATI VINIMAY PVT. LTD.
A. Muller
 Authorised Signatory

- Fixed Deposits	764.14
b) Other Current Assets	1.33

Total	2,782.36
	=====

(Short description of all stocks, shares, debentures and other charges-in-action of **TIRUPATI VINCOM PRIVATE LIMITED**)

ASSETS

TOTAL
(AMT IN INR '000)

3. Non-Current Assets

a) Other Non-Current Assets	
- MAT Credit Entitlement	551.18

4. Current Assets

a) Cash & Cash Equivalents	
- Cash in Hand	88.51
- Balances at bank	1,198.66
b) Other Current Assets	1,39,108.52

Total	1,40,946.87
	=====

1.2 TRANSFER OF LIABILITIES:

- i. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all liabilities relating to and comprised in the Undertaking including all secured and unsecured debts, sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the TRANSFEROR COMPANIES of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs, under and in accordance with the provisions of Section 233 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, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the TRANSFEREE COMPANY to the extent they are outstanding as on the Effective Date so as to become as and from the

TIRUPATI VINCOM PRIVATE LIMITED

PUSHPAKI VIVE CONSULTANTS PVT LTD

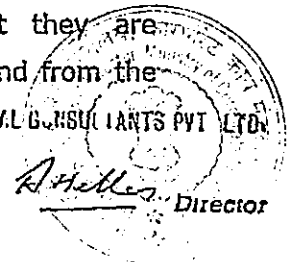
SIDHESHREE FINANCIAL CONSULTANTS PVT LTD

[Signature]

Director

[Signature]

Director



[Signature]

Director

NIP POWER PVT. LTD.

Authorised Signatory

MOLISATI VINIMAY PVT. LTD.

Authorised Signatory

Appointed Date the liabilities of the TRANSFEREE COMPANY on the same terms and conditions as were applicable to the TRANSFEROR COMPANIES, and the TRANSFEREE COMPANY shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this clause.

- ii. All debts, liabilities, duties and obligations of the Undertaking as on the Appointed Date, whether or not provided in the books of the TRANSFEROR COMPANIES, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Undertaking on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the TRANSFEREE COMPANY by virtue of this Scheme.
- iii. Where any such debts, loans raised, liabilities, duties and obligations of the Undertaking as on the Appointed Date have been discharged or satisfied by the TRANSFEROR COMPANIES after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the TRANSFEREE COMPANY.
- iv. 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 Undertaking 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.
- v. The Scheme does not provide for any compromise with the Creditors of the TRANSFEROR COMPANIES and TRANSFEREE COMPANY.

2. ENCUMBRANCES:

- i. The transfer and vesting of the assets comprised in the Undertaking to and in the TRANSFEREE COMPANY under paragraph 1.1 of Part III of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.

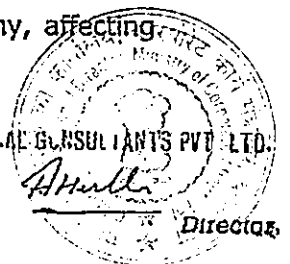
TIRUPATI VINCOM PRIVATE LIMITED

A. H. Muller
Director

PUSHPGANT PIVE INVESTOR CONSULTANTS PVT LTD

A. H. Muller
Director

SIDDHESHREE FINANCIAL CONSULTANTS PVT LTD.



NIP POWER PVT. LTD.
A. H. Muller
Authorised Signatory

MOLISATI VINIMAY PVT. LTD.
A. H. Muller
Authorised Signatory

- ii. All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and those created by the TRANSFEROR COMPANIES after the Appointed Date, over the assets comprised in the Undertaking 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, provided, however, that no encumbrances shall have been created by the TRANSFEROR COMPANIES over its assets after the Appointed Date without the consent of the TRANSFEREE COMPANY as provided for in this Scheme.
- iii. 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 only to such assets and properties and shall not extend or attach to any of the assets and properties of the Undertaking transferred to and vested in the TRANSFEREE COMPANY by virtue of this Scheme.
- iv. Any reference in any security documents or arrangements (to which the TRANSFEROR COMPANIES are parties) to the TRANSFEROR COMPANIES and its assets and properties, shall be construed as a reference to the TRANSFEREE COMPANY and the assets and properties of the TRANSFEROR COMPANIES transferred to the TRANSFEREE COMPANY by virtue of this Scheme. Without prejudice to the foregoing provisions, the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.

NIP POWER PVT. LTD.
A. Muller
 Authorised Signatory

MOLISATI VINIMAY PVT. LTD.
A. Muller
 Authorised Signatory

TIRUPATI VINCOM PRIVATE LIMITED

A. Muller


PUSHPDANT FIVE 1217 CONSULTANTS PVT LTD

A. Muller

Director

SIDHISHREE FINANCIAL CONSULTANTS PVT LTD

A. Muller
 Director



- v. 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.
- vi. It is expressly provided that, 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.
- vii. The provisions of paragraph 1 of Part III 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 document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

3. INTER-SE TRANSACTIONS:

Without prejudice to the provisions of paragraph 1 with effect from the Appointed Date, all inter-party transactions between the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY or the TRANSFEROR COMPANIES inter-se shall be considered as intra-party transactions for all purposes.

4. CONTRACTS, DEEDS, ETC.:

- i. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances 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 are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, the TRANSFEREE COMPANY and may be enforced as fully and effectually as if, instead of the TRANSFEROR COMPANIES, the TRANSFEREE COMPANY had been a party or beneficiary or obligee or obligor thereto or there under.
- ii. 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

Authorised Signatory

NIP POWER PVT. LTD.
A. Hallen

Authorised Signatory

MOLISATI VINIMAY PVT. LTD.
A. Hallen

TIRUPATI VINCOM PRIVATE LIMITED

A. Hallen

Director

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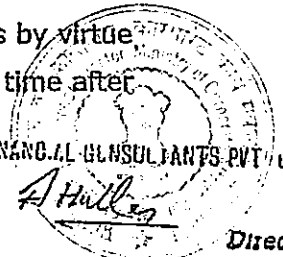
A. Hallen

Director.

SIDHISHREE FINANCIAL CONSULTANTS PVT LTD

A. Hallen

Director



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 (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the TRANSFEROR COMPANIES are parties or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The TRANSFEREE COMPANY shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the TRANSFEROR COMPANIES and to carry out or perform all such formalities or compliances referred to above on the part of the TRANSFEROR COMPANIES.

- iii. 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, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the TRANSFEROR COMPANIES shall without any further act or deed, 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 there under, 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 Governmental Authorities as may be necessary in this behalf.

5. LEGAL PROCEEDINGS:

On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against the TRANSFEROR COMPANIES 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 originally instituted and/or pending and/or arising by or against the TRANSFEREE COMPANY. On and from the Effective Date, the TRANSFEREE COMPANY shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Undertaking, in the same

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A. Muller
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manner and to the same extent as would or might have been initiated by the TRANSFEROR COMPANIES, as the case may be, had the Scheme not been made. If any suit, appeal or other proceedings relating to the Undertaking, of whatever nature by or against the TRANSFEROR COMPANIES be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Undertaking or by anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the TRANSFEREE COMPANY in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the TRANSFEROR COMPANIES as if this Scheme had not been made.

6. CONDUCT OF BUSINESS:

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

- i. 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 and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the TRANSFEREE COMPANY.
- ii. All the profits or income 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 profits and income) by the TRANSFEROR COMPANIES shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the TRANSFEREE COMPANY.
- iii. 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 the Undertaking that have been undertaken or discharged by the TRANSFEROR COMPANIES

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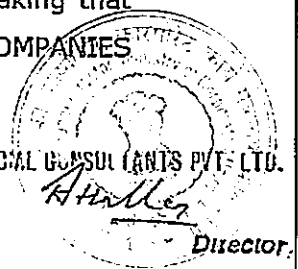
TIRUPATI VINCOM PRIVATE LIMITED

A. Haldar
 Director

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A. Haldar
 Director

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shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the TRANSFEREE COMPANY.

b) With effect from the date of filing of this Scheme with the Central Government (Regional Director, Eastern Region, Ministry of Corporate Affairs) and up to and including the Effective Date, the TRANSFEROR COMPANIES shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking 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 the date of filing this Scheme with the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs; or
- ii. If the same is permitted by this Scheme; or
- iii. If consent of the Board of Directors of the TRANSFEREE COMPANY has been obtained.

c) The TRANSFEROR COMPANIES shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to its business and operations; (ii) any agreement or transaction; and (iii) such other matters as the TRANSFEREE COMPANY may notify from time to time 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 the date of filing this Scheme with the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs; or
- ii. If the same is permitted by this Scheme; or
- iii. If consent of the Board of Directors of the TRANSFEREE COMPANY have been obtained.

d) Without prejudice to the generality of clause (c) above, the TRANSFEROR COMPANIES shall not make any change in its capital structure, whether by

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A. Haldar

Director

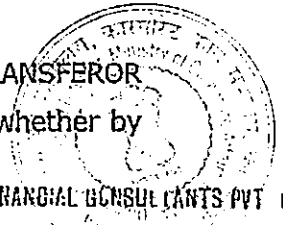
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A. Haldar

Director

A. Haldar

Director



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A. Haldar
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A. Haldar
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way of increase (by issue of equity shares on a rights basis, bonus shares) decrease, reduction, reclassification, sub-division or consolidation, re-organization, or in any other manner except by way of making calls on partly paid shares to make them as fully paid, which may, in any way, affect the Share Exchange Ratio (as provided in paragraph 10 of Part IV below), except under any of the following circumstances:

- i. by mutual consent of the Board of Directors of the TRANSFEROR COMPANIES and of the TRANSFEREE COMPANY; or
- ii. as may be permitted under this Scheme.

7. TREATMENT OF TAXES:

- a) Any tax liabilities under the Income-Tax Act, 1961, Service tax/GST, stamp laws or other applicable laws/regulations (hereinafter in this clause referred to as "Tax Laws") 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 to the TRANSFEREE COMPANY.
- b) All taxes (including Income-Tax, GST etc.) paid or payable by the TRANSFEROR COMPANIES in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the TRANSFEREE COMPANY and, in so far as it relates to the tax payment (including without limitation Income-Tax, GST, 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 on and from 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.
- c) Any refund under the Tax Laws due to the TRANSFEROR COMPANIES consequent to the assessments made on the 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.

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A. Prudhviraj
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A. Prudhviraj

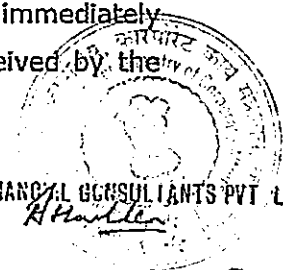
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A. Prudhviraj

Director

SIDHISHREE FINANCIAL CONSULTANTS PVT. LTD.



Director

d) Without prejudice to the generality of the above, all benefits including that of withholding tax TDS under the Income-Tax, GST etc., to which the TRANSFEROR COMPANIES are entitled to in terms of the applicable tax laws shall be available to and vest in the TRANSFEREE COMPANY.

e) The benefit of any tax credits whether central, state or local availed by the Transferor Company and carry forward and set off of accumulated losses and unabsorbed depreciation, MAT credits, book losses and the obligations, if any, for payment of the tax on any assets of the Transferor Companies shall be deemed to have been availed by the transferee company or as the case may be, deemed to be the obligations of the Transferee Company.

8. EMPLOYEES:

Upon the coming into effect of this Scheme:

All the employees of the TRANSFEROR COMPANIES who are in its 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 favorable than those on which they are engaged or employed by the TRANSFEROR COMPANIES.

9. SAVING OF CONCLUDED TRANSACTIONS:

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the TRANSFEROR COMPANIES under paragraph 1 of Part III of this Scheme shall not affect any transactions or proceedings already concluded by the TRANSFEROR COMPANIES on or before the Appointed Date or concluded 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.

NIP POWER PVT. LTD.
A. Madhavan
Authorized Signatory

MOLISATI VINIMAY PVT. LTD.
A. Madhavan
Authorized Signatory

PART IV

TIRUPATI VINCOM PRIVATE LIMITED

A. Madhavan

Director

PUSHPAKANTH PVT. LTD. & SRI SRI SRI PVT. LTD.

A. Madhavan

Director

SIDHISHREE FINANCIAL CONSULTANTS PVT. LTD.



ISSUE OF EQUITY SHARES BY THE TRANSFEREE COMPANY

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

10. ISSUE OF NEW EQUITY SHARES BY THE TRANSFEREE COMPANY:

a) Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Undertaking of the TRANSFEROR COMPANIES in the TRANSFEREE COMPANY, in terms of this Scheme, the TRANSFEREE COMPANY shall, without any further application or deed, be required to issue and allot Equity Shares of the TRANSFEREE COMPANY (to the equity shareholders of the TRANSFEROR COMPANIES whose names appear in the Register of Members as on the Record Date) in the manner mentioned as under:

1. To every Equity Shareholder of **TRANSFEROR COMPANY NO.1**, 13 (Thirteen) Equity Shares of Rs. 10/- each credited as fully paid-up in the **TRANSFEREE COMPANY** (hereinafter referred to as the "New Equity Shares") for 5 (Five) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder of the **TRANSFEROR COMPANY NO.1**.
2. To every Equity Shareholder of **TRANSFEROR COMPANY NO.2**, 1 (One) Equity Share of Rs. 10/- each credited as fully paid-up in the **TRANSFEREE COMPANY** (hereinafter referred to as the "New Equity Shares") for 1 (One) Equity Share of Rs. 10/- each fully paid-up held by such Equity Shareholder of the **TRANSFEROR COMPANY NO.2**.
3. To every Equity Shareholder of **TRANSFEROR COMPANY NO.3**, 1 (One) Equity Shares of Rs. 10/- each credited as fully paid-up in the **TRANSFEREE COMPANY** (hereinafter referred to as the "New Equity Shares") for 1 (One) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder of the **TRANSFEROR COMPANY NO.3**
4. To every Equity Shareholder of **TRANSFEROR COMPANY NO.4**, 1 (One) Equity Shares of Rs. 10/- each credited as fully paid-up in the **TRANSFEREE COMPANY** (hereinafter referred to as the "New Equity

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A. Madhava

Director

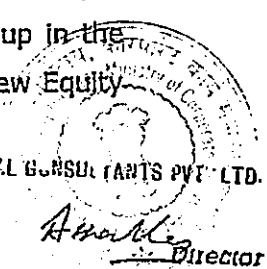
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A. Madhava

Director

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A. Madhava
Director



Shares") for 5(Five) Equity Shares of Rs. 10/- each fully paid-up held by such Equity Shareholder of the TRANSFEROR COMPANY NO.4

FRACTIONAL ENTITLEMENTS

Fractional shares, if any, resulting in the process of allotment of equity shares by the TRANSFEREE COMPANY to the Shareholders of the TRANSFEROR COMPANIES involved in the Amalgamation based on the Swap Ratio, such fractional shares shall be rounded off to the next higher integer and the TRANSFEREE COMPANY shall accordingly allot shares to those shareholders who become entitled to fractional shares.

- b) Upon this Scheme becoming finally effective, the existing Share Certificates held by the Shareholders of the TRANSFEROR COMPANIES shall automatically stand cancelled. The TRANSFEREE COMPANY shall directly issue and dispatch the new Share Certificates to the Shareholders of the TRANSFEROR COMPANIES or transfer to the Demat Account as applicable with respect to their entitlement of Shares in the TRANSFEREE COMPANY in terms and in accordance with the provisions of the Scheme.
- c) All the shareholders of the TRANSFEROR COMPANIES shall accept the share(s) of the TRANSFEREE COMPANY to be allotted in terms of this Scheme as sanctioned Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs in lieu of their existing shareholdings in the TRANSFEROR COMPANIES.
- d) All the shares held by the TRANSFEREE COMPANY in the TRANSFEROR COMPANIES or by the TRANSFEROR COMPANIES in the TRANSFEREE COMPANY or the TRANSFEROR COMPANIES inter-se shall stand cancelled, if any.
- e) Upon the Scheme becoming effective, the Equity Shares held by the TRANSFEROR COMPANIES in the TRANSFEREE COMPANY shall stand cancelled and accordingly, the Paid-up Equity Share Capital of the TRANSFEREE COMPANY shall stand adjusted to that extent by virtue of

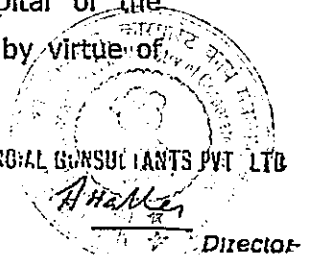
operation of law.

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A. H. Muller
Director

A. H. Muller
Director



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f) The cancellation and the consequent reduction of the share capital of the TRANSFEREE COMPANY shall be done as an integral part of the Scheme and not in accordance with Section 66 of the Companies Act, 2013 as the same does not involve either diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital and the order of the National Company Law Tribunal or order of Regional Director sanctioning the Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction.

g) **IN THE EVENT OF DESSENTING BY SHAREHOLDERS:** If the shareholders of any of the Companies involved dissent to the Scheme of amalgamation, in such event the TRANSFEREE COMPANY shall identify a Promoter/Director or such person who it may think fit to buy all the shares of the Dissenting shareholder.

11. AMENDMENT TO MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION OF THE TRANSFEREE COMPANY:

Upon the Scheme coming into effect, the authorised share capital of the TRANSFEREE COMPANY in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the TRANSFEREE COMPANY by an amount of Rs. 95,00,000/- (Rupees Ninety Five Lakhs) {Rs. 70,00,000/- (Rupees Seventy Lakhs only) 7,00,000 equity shares of Rs. 10/- each and Rs. 25,00,000 (Rupees Twenty Five Lakhs only) 2,50,000 Redeemable Non-Cumulative Non-Participating Preference Shares of Rs. 10/- each and the Memorandum of Association and Articles 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 Sections 13, 14, 61, 64 and any other applicable provisions of the Companies Act, 2013 would be required to be separately passed. For this purpose, the filing fees already paid by the TRANSFEROR COMPANIES on their respective authorised share

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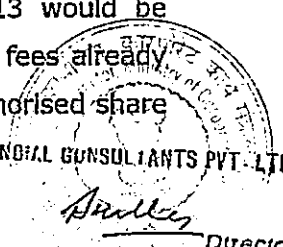
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Director



the extent required so as to allot equity shares for implementing the terms of the Scheme, if any.

13. REDUCTION OF SHARE CAPITAL:

The Scheme does not contain any reduction in the share capital of the TRANSFEREE COMPANY as per Section 66 of the Companies Act, 2013 except cancellation of shares of TRANSFEREE COMPANY due to inter/cross holding of shares resulting from this amalgamation, if any.

PART V

ACCOUNTING TREATMENT

14. ACCOUNTING TREATMENT:

- a) Upon the Scheme becoming effective and with effect from the Appointed Date, for the purpose of accounting for and dealing with the value of the assets and liabilities in the books of the TRANSFEREE COMPANY, the TRANSFEREE COMPANY shall record all the assets and liabilities including reserves of the TRANSFEROR COMPANIES transferred to and vested in the TRANSFEREE COMPANY pursuant to this Scheme, in accordance with POOLING OF INTEREST METHOD 'at their respective book values as appearing in the books of the TRANSFEROR COMPANIES.
- b) The TRANSFEREE COMPANY shall credit to its share capital account the aggregate face value of the new equity shares issued and allotted pursuant to clause (a) of paragraph 10 of Part IV of this Scheme.
- c) After giving effects to clauses (a) & (b) above, the difference between the value of New Equity Shares issued by the TRANSFEREE COMPANY to the members of the TRANSFEROR COMPANIES and the value of Share Capital of the TRANSFEROR COMPANIES before the Scheme, shall be debited/credited to Reserve Account in the books of the TRANSFEREE COMPANY, as the case may be.
- d) After giving effects to clauses (a) & (c) above, the difference in the book value of Investments of the TRANSFEROR COMPANIES held in the shares of the TRANSFEREE COMPANY, and the face value of shares pursuant to clause (f) of paragraph 10 of Part IV, of the Scheme shall be adjusted against Reserve of the TRANSFEREE COMPANY, as the case may be.

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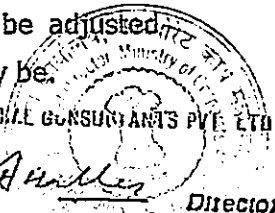
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- e) Upon coming into effect of this Scheme, to the extent that there are inter-corporate loans or balances between the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY for the reduction of any assets or liabilities, as the case may be.
- f) In order to ensure that consistent Accounting Policies of the TRANSFEREE COMPANY are reflected in the financial statements, differences, if any, in the Accounting Policies between the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY, shall be ascertained and the impact of the same till the amalgamation will be quantified and adjusted in the reserves of the TRANSFEREE COMPANY.

Subject to provisions of this Scheme, the TRANSFEREE COMPANY shall abide by Accounting Standard AS-14 issued by the Institute of the Chartered Accountants of India (ICAI) and as per Section 133 of the Act and all entries shall be passes as per AS-14 in the books of the TRANSFEREE COMPANY.

PART VI

DISSOLUTION OF THE TRANSFEROR COMPANIES AND GENERAL TERMS AND CONDITIONS

15. DISSOLUTION OF THE TRANSFEROR COMPANIES:

On the coming into effect of this Scheme, the TRANSFEROR COMPANIES shall stand dissolved without winding-up, and the Board of Directors and any committees thereof of the TRANSFEROR COMPANIES shall without any further act, instrument or deed be and stand dissolved.

16. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of this Scheme, the resolutions, if 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 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

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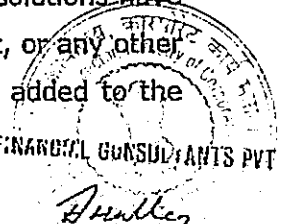
Director

Director

Director

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Authorized Signatory
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limits, if any, under like resolutions passed by the TRANSFEREE COMPANY and shall constitute the aggregate of the said limits in the TRANSFEREE COMPANY.

17. MODIFICATION OF SCHEME:

i. The Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY or any person authorized by them may assent on behalf of all concerned to any modification to this Scheme of Amalgamation or to any condition which the "THE CENTRAL GOVERNMENT" or any other authorities may impose. The TRANSFEROR COMPANIES and the TRANSFEREE COMPANY, by their respective Boards of Directors, are authorized 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 in 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 Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs any Governmental Authorities, which the Board of Directors of the TRANSFEROR COMPANIES or the TRANSFEREE COMPANY find unacceptable for any reason, then the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY shall be at liberty to withdraw the Scheme.

ii. For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Board of Directors of the TRANSFEROR COMPANIES and TRANSFEREE COMPANY may give and are authorized 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 matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any, of the TRANSFEROR COMPANIES) or to review the position relating to the satisfaction of

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SIDDH-SHREE FINANCIAL CONSULTANTS PVT LTD

Director

Director

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 parties, in the same manner as if the same were specifically incorporated in this Scheme.

18. FILING OF APPLICATIONS:

The TRANSFEROR COMPANIES and the TRANSFEREE COMPANY shall use their best efforts to make and file all applications and petitions under Section 233 and other applicable provisions of the Act, before the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs having jurisdiction for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

19. 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 Undertaking and to carry on the business of the TRANSFEROR COMPANIES.

20. SCHEME CONDITIONAL UPON SANCTIONS, ETC.:

This Scheme is conditional upon and subject to:

- i. The Scheme being agreed to by the requisite majority of the respective classes of members and creditors of the TRANSFEROR COMPANIES and of the TRANSFEREE COMPANY as required under the Act and the requisite orders of the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs being obtained; and
- ii. The authenticated/certified copies of the orders of the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs sanctioning this Scheme being filed with the concerned Registrar of Companies.

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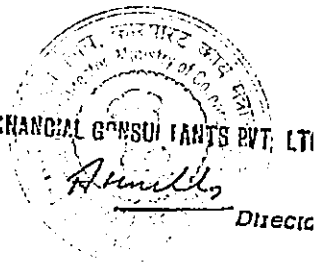
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Director

PUSHPOANI INVESTMENT CONSULTANTS PVT LTD

[Signature]
Director

SIDHISHREE FINANCIAL CONSULTANTS PVT. LTD

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Director



Accordingly, this Scheme although effective from the Appointed Date shall become operative on the Effective Date, being the last of the dates on which the conditions referred to above have been fulfilled.

21. COSTS, CHARGES, EXPENSES AND STAMP DUTY:

All costs, charges and expenses (including any taxes and duties) incurred or payable by the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the TRANSFEROR COMPANIES with the TRANSFEREE COMPANY in pursuance of this Scheme, including stamp duty on the orders of the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs, if any and to the extent applicable and payable, shall be paid by the TRANSFEREE COMPANY.

22. MISCELLANEOUS:

The Scheme does not contain or provide for any compromise with the creditors of the TRANSFEREE COMPANY and the TRANSFEROR COMPANIES. Further the Scheme has not been drawn to accommodate any corporate debt restructuring. The Scheme also does not come under the purview of the Competition Commission of India.

NIP POWER PVT. LTD.
A. Sankar
Authorized Signatory

MOLISATI VINIMAY PVT. LTD.
A. Sankar
Authorized Signatory

TIRUPATI VINCOM PRIVATE LIMITED

A. Sankar
Director

PUSHPDANI INVESTMENT CONSULTANTS PVT LTD

A. Sankar
Director

SIDDHISHREE FINANCIAL CONSULTANTS PVT LTD.

A. Sankar
Director

