

PUBLIC NOTICE
Ajay Multi Projects Private Limited
 (formerly known as Ajay Multi Projects Ltd.)
 CIN:U45201MH1982PLC100777
 REGD. OFFICE: 3-B, 1st Floor, Plot No. 285, Chaturbhuj Vivasdas Bldg, Sharmadas Gandhi Marg, Marine Lines, Kalbadevi, Mumbai - 400 002.
Notice is hereby given that the original documents like allotment letters of Flat No. C-1 & Flat No. C-2 both dated 12.01.1995 and possession letters of the above 2 flats both dated 01/02/1995 along with original Share Certificates bearing Certificate No's 31 & 32, Distinctive No's 151-155 (both inclusive) and 156-160 (both inclusive) No of shares of 5 each of Maruti Vihar Co-op Housing Society Ltd. having registered address at: Plot No. RX3, Sudarshan Nagar MIDC, Residential Area Dornbivi (East) Thane 421203 in the name of the company, have been lost/misplaced and an application for issue of duplicate share certificates have been made to the aforesaid society. Any person having any objection in respect of the said share certificates should lodge such claim with the society at the address given above within 15 days of the publication of this notice.
 For and on behalf of the Applicant
Ajay Multi Projects Private Limited
Place: Dombivli **Sd/-**
Date: 20/03/2024 **Ramautar S. Jhawar**
Director (DIN:0002907)

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, BENCH AT MUMBAI, COURT IV
COMPANY SCHEME PETITION CP(CAA) No. 288 (MB)/2023 CONNECTED WITH
COMPANY APPLICATION CA (CAA) No. 121(MB)/2023

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

In the matter of Scheme of Arrangement among Tata Power Solar Systems Limited, Chirashayee Saurya Limited and Tata Power Renewable Energy Limited under Sections 230-232 of the Companies Act, 2013
 Tata Power Solar Systems Limited (CIN:U40106MH1989PLC330738) ... Petitioner Company 1/
 Chirashayee Saurya Limited (CIN:U40101MH2016PLC330252) ... Petitioner Company 2/
 Tata Power Renewable Energy Limited (CIN:U40108MH2007PLC168314) ... Petitioner Company 3/
 Amalgamated Company/ Transferee Company

NOTICE OF ADMISSION HEARING OF COMPANY SCHEME PETITION
 A Company Scheme Petition under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for sanctioning the Composite Scheme of Arrangement among Tata Power Solar Systems Limited, Chirashayee Saurya Limited and Tata Power Renewable Energy Limited ("Scheme") was presented by the Petitioner Companies on 10th November, 2023 and was admitted vide Order dated 12th February, 2024 by the Hon'ble National Company Law Tribunal, Mumbai Bench ("Tribunal"). The said Company Petition is fixed for hearing before the Hon'ble Tribunal on 4th April, 2024 at 10:30 a.m. or soon thereafter.
 Any person desirous of supporting or opposing the said Company Scheme Petition should send to the Petitioner Companies' Advocates, at Cyril Amarchand Mangaldas, Advocates & Solicitors at 5th Floor, Peninsula Chambers, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400 013, copies of such objections, in writing, signed by him/her or his/her Advocate, with his/her name and address, so as to reach the Petitioner Companies' Advocates not later than 7 (Seven) days before the date fixed for hearing of the said Company Petition. Where he/she seeks to oppose the Company Petition, the grounds of opposition or a copy of his/her affidavit intended to be used in opposition to the Company Scheme Petition, shall be filed with the Hon'ble NCLT at 4th & 5th Floor, MTN, Exchange Building, Next to G. D. Somani Marg, Cuffe Parade, Mumbai 400 005, Maharashtra and a copy thereof be served on the Petitioner Companies' Advocates at the aforesaid address, not later than 7 (seven) days before the date fixed for hearing and final disposal.
 A copy of the Company Scheme Petition will be furnished by the undersigned to any person on payment of prescribed charges by emailing the respective Petitioner Companies.
 Dated this 20th day of March, 2024.

Authorised Signatory: Tata Power Solar Systems Limited (CIN:U40106MH1989PLC330738) Tel: 022-66657528 Email: santosh@tatapower.com
 Authorised Signatory: Chirashayee Saurya Limited (CIN:U40101MH2016PLC330252) Tel: 022-66657528 Email: santosh@tatapower.com
 Authorised Signatory: Tata Power Renewable Energy Limited (CIN:U40108MH2007PLC168314) Tel: 022-66657508 Email: tpre@tatapower.com
 C/o The Tata Power Company Limited, Corporate Centre B, 34 Sant Tukaram Road, Carnac Bunder, Mumbai - 400 009

Form No. INC-19
Notice
 Pursuant to rule 22 of the Companies (Incorporation) Rules, 2014
 Notice is hereby given that in pursuance of sub-section (4)(ii) of section 8 of the Companies Act, 2013, an application has been made by M/s. PRARAMBH - A NEW BEGINNING FOUNDATION (CIN-U85320MH2019NPL331004) to Registrar of Companies Mumbai, Maharashtra for revocation of license issued under Section 8 (5) of the Companies Act, 2013. After the cancellation of license the Company will be required to add the word "Limited" or the word "Private Limited" to its name in place of Foundation.
 The principal objects of the company are as follows:
 1. To promote for the benefit of people without distinction of caste or community, sector, religion, class or creed, in the fields of education, community health, and promotion of social and economic welfare and upliftment of the people in general and preservation of environment and natural resources.
 2. To start, conduct, maintain and manage Yoga Center, Yoga Classes either alone or in co-operation with other institutions.
 3. To initiate action and awareness programmes for the protection of Animals and Birds.
 No object of the company shall be carried out without permission of the competent authorities who so ever and no object of the company shall be carried out on commercial basis.
 3. A copy of the draft memorandum and articles of the proposed company may be seen at Flat No. B. 12, 3rd Floor, Paras Darshan, M. G. Road, Ghatkopar East, Mumbai - 400077
 4. Notice is hereby given that any person, firm, company, corporation or body corporate, objecting to this application may communicate such objection to the Registrar at Mumbai, within thirty days from the date of publication of this notice, by a letter addressed to the Registrar of Companies, Mumbai Maharashtra 100, Everest, Marine Drive, Mumbai 400002 a copy of which shall be forwarded to the Applicant at Flat No. B. 12, 3rd Floor, Paras Darshan, M. G. Road, Ghatkopar East, Mumbai - 400077.
 Dated this 14th day of March, 2024. Name(s) of Applicant
 1. ALPA JATIN SHAH
 2. MANISHA JAYESH JOSHI

Public Notice in Form XIII of MOFA (Rule 11(9) (e))
District Deputy Registrar, Co-operative Societies, Mumbai City (4)
 Bhandari Co-op. Bank Building, 2nd floor, P. L. Kale Guruji Marg, Dadar (W), Mumbai-400028.
No.DDR-4/Mum./Deemed conveyance/Notice/723/2024 Date: 18/03/2024
 Application u/s 11 of Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Act, 1963

Public Notice
Application No. 56 of 2024
**Shelter Co-op. Housing Society Ltd., CTS No. 1384/1, C.S.C. Road, Opp Shakti Nagar, Dahisar (East), Mumbai - 400068, Applicant Versus 1) M/S. Diamond Builders, 10/403, Prem Nagar, S.V.P. Road, Borivali (West), Mumbai - 400092. 2) Smt. Rukmini Shankar Bagwe, 3) Shri. Shrikant Shankar Bagwe, 4) Smt. Sharmila Narendra Naik - Satam, 5) Smt. Ranjana Shankar Bagwe, 6) Anuradha Prakash ChS Ltd., CTS No. 1384/1, C.S.C. Road, Opp. Shakti Nagar, Dahisar (East), Mumbai - 400068. 7) New Shelter Premise Co-op. Soc. Ltd., CTS No. 1384/1, C.S.C. Road, Opp. Shakti Nagar, Dahisar (E), Mumbai - 400068. Opponents, and those, whose interests have been vested in the said property may submit their say at the time of hearing at the venue mentioned above. Failure to submit any say shall be presumed that nobody has any objection in this regard and further action will be taken accordingly.
Description of the Property :-
Claimed Area
 Unilateral Deemed conveyance of land bearing: CTS No. 1384/1, in respect of the land measuring area 1047.30 Sq. Mtr. Being subdivided Plot No. 3, Property bearing CTS No. 1384/1 of Village Dahisar, Taluka Borivali, City Survey Office Borivali in Mumbai Sub - Urban District. Plus, Proportionate Undivided Right in Garden (R.G.) Area measuring 217.00 Sq. Mtr. Out of 571.90 Sq. Mtr. Being CTS No. 1384/3 and Proportionate Undivided Right in Internal Access Road Area measuring 88.64 Sq. Mtr. Out of 233.60 Sq. Mtr. From CTS No. 1384/5 of Village Dahisar East, Taluka Borivali, Mumbai Suburban District along with buildings with lift situated thereon hereinafter referred to as said Premises in favour of the Applicant Society.
 The hearing in the above case has been fixed on 04/04/2024 at 02:00 p.m.
Sd/-
District Deputy Registrar,
Co-operative Societies, Mumbai City (4)
Competent Authority
U/s 5A of the MOFA, 1963.**

YES BANK YES BANK LIMITED
 Regd. Office: Yes Bank House, Western Express Highway, Santacruz (E), Mumbai 400055
 Branch: 19th Floor, C Wing, Empire Tower, Reliable Tech Park, Cloud City Campus, Plot No. 31, Thane-Belapur Road, Airoli, Navi Mumbai - 400708

Possession Notice for immovable property

Whereas, The undersigned being the authorised officer of YES Bank Limited ("Bank") under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("Act") and in exercise of the powers conferred under section 13(12) of the Act read with Rule 9 of the Security Interest (Enforcement) Rules 2002, had issued a below mentioned demand notices to respective borrowers calling upon them to repay the below mentioned amount mentioned in the respective notice within 60 days from the date of receipt of the said notice.
 The Borrower / security providers having failed to repay the amount, notice is hereby given to the Borrower / security providers and to the public in general that the undersigned has taken Possession of the properties described herein below in exercise of powers conferred on him/her under Section 13(4) of the said Act read with Rule 8 of the said rules.
 The Borrower / security providers in particular and the public in general is hereby cautioned not to deal with the properties mentioned above and any dealings with the said property will be subject to the charge of the Bank for below mentioned amount, together with all the other amounts outstanding including the costs, charges, expenses and interest thereto.
 This is to bring to your attention that under Sec.13(B) of SARFAESI Act, where the amount of dues of the secured creditor together with all costs, charges and expenses incurred by secured creditor is tendered to the secured creditor at any time before the date of publication of notice for the public auction/ tender/ private treaty, the secured asset shall not be sold or transferred and no further steps shall be taken for transfer or sale of that secured asset.

Details of the Demand Notice/ Borrowers/Mortgaged Property					
Sr. No.	Loan A/c. No.	Name of Borrowers & Co-Borrowers	Description of the Mortgage Properties	Total Outstanding dues as per Sec 13(2) Notice.	Date of Notice U/s 13(2) Date of Possession
1	HLN00580 1096457	Bhushan Shashikant Landge, Archana Bhushan Landge	Flat No. 307/B, Area Admeasuring 36.59 Sq. Mtrs. Carpet Area, 3rd Floor, Jay Akashna Co-Op. Hsg. Soc. Ltd., Manisha Nagar, Mumbai Pune Road, Kalwa West, Thane 400605	Rs. 49,87,843.49/-	16-11-2023 16-03-2024
2	AFH00680 0954337, AFH00680 0979467	Manahesh Kankalya Jetty, Kankalya Jetty	Flat No. 105, Area Admeasuring 328 Sq. Ft. Co-Op. Housing Society Ltd., Constructed on Plot bearing CTS No. 423, Village Mogra, situated at Malpa Dongri, Old Nagardas Road, Pump House, Andheri East, Mumbai 400093	Rs. 49,80,684.72/-	20-12-2023 16-03-2024
3	AFH0068 0086404	Lallan Kumar Ramkhalawan Mathu, Rajkumari Lallan Kumar Mathu	Flat No. 006, Area Admeasuring 51.50 Sq. Mtrs., Ground Floor, B Wing, New Sai Samarth Co. Op. Hsg. Soc. Ltd., Situated at Near Mother Mary School, Village Nile More, Nalasopara West, Tal. Vasai, Dist. Palghar 401203	Rs. 21,43,261.73/-	20-12-2023 18-03-2024
4	AFH00680 0929617, AFH00680 0929365	Anil Janardhan Ghotukade, Sangita Anil Ghotukade	Flat No. 401, Area Admeasuring 31.598 Sq. Mtrs. Carpet, 4th Floor, Moreshwar Heights, Survey No. 245, Hissa No. 1, 2 & 3, Village Bolinj, Virar West, Palghar 401303	Rs. 27,92,630.25/-	20-10-2023 18-03-2024
5	AFH00010 0939961	Abhijeet Keshav Magare, Sharda Keshav Magare	Flat No. 4, Area Admeasuring 535 Sq. Fts. Operative Hsg Soc Ltd., Rameshwadi, Situated at Samarth Nagar, Constructed on Survey No. 17, Hissa No. 11 part, Plot No. 3, Village Kulgaon, Badlapur West, Tal. Ambemath, Dist. Thane 421503	Rs. 15,82,748.22/-	20-12-2023 18-03-2024
6	AFH00010 0631932	Kalpesh Manilal Chavan, Divya Sinharaj Solanki (Ailias Kalpesh Chavan)	Flat No. 406, Area Admeasuring 25.70 Sq. Mtrs. Carpet, 4th Floor, B Wing, Complex known as Tulsi Anand, Village Eranjade, Survey No. 72, Hissa No. 2, Kulgaon Badlapur, Tal. Ambemath, Dist. Thane 421503	Rs. 15,16,087.71/-	20-12-2023 18-03-2024
7	AFH02250 1514971	Sudeep Bakelal Aggarwal, Raju Subhash Koli	Flat No. 201, 2nd Floor, Area Admeasuring 530 Sq. Ft. Built up, Shree Om Sai Co-Operative Housing Society Ltd., Khavai, Constructed on Land bearing S.No. 27, H.No. 3/5/8, S.No. 27, H.No. 3/6/9, Village Khavai Badlapur, Tal. Ambemath, Dist. Thane 421503	Rs. 27,23,237.28/-	20-10-2023 18-03-2024
8	AFH00010 0902847	Sanjay N Sakpal, Kunda Sanjay Sakpal	Flat No. 201, Area Admeasuring 24.49 Sq. Mtrs (Rera Carpet Area), 2nd Floor, Building known as Vedant Vastu, Bhosale Nagar, Situated at Survey No. 63, Hissa No. 4A8, Plot No. 08, Village Shirgaon, Badlapur East 421502	Rs. 14,47,742.95/-	20-12-2023 18-03-2024
9	AFH0058 0086222	Ravi Shankar, Prabhavati Devi	Flat No. 312, Area Admeasuring 17.988 Sq. Mtrs. Carpet Area, C. B. Area 1.013 Sq. Mtrs., Balcony Area 2.775 Sq. Mtrs., Terrace Area 4.579 Sq. Mtrs., 3rd Floor, Along With Still Car Parking No. 4 Space In Ground Floor, D Wing, Laxmi Castello Building, Survey No. 63/3, 63/4, 63/5, Village Bhoapole, Tal. Karjat 411011	Rs. 17,67,188.53/-	16-11-2023 18-03-2024
10	AFH00680 0739459	Savita Banvari Rajbhar, Dharmendra B Rajbhar	Flat No. 401, Area Admeasuring 275 Sq. Ft., 4th Floor, B Wing, Shradha Apartment Co-Op. Hsg. Soc. Ltd., S.No. 13/A, Hissa No. 1/1, Shivaji Nagar, Opp. Golani Naka, Inside Rajprabha Industry, Village Waly, Vasai East, Tal. Vasai, Dist. Palghar 401208	Rs. 17,10,397.20/-	16-11-2023 18-03-2024

Public Notice in Form XIII of MOFA (Rule 11(9) (e))
District Deputy Registrar, Co-operative Societies, Mumbai City (4)
 Bhandari Co-op. Bank Building, 2nd floor, P. L. Kale Guruji Marg, Dadar (W), Mumbai-400028.
No.DDR-4/Mum./Deemed conveyance/Notice/656/2024 Date: 11/03/2024
 Application u/s 11 of Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Act, 1963

Public Notice
Application No. 48 of 2024
**Shree Sunderdham Co-Op. Housing Society Ltd., Final Plot No. 81, T.P.S. III, Borivali, Jambli Galli, Borivali (W), Mumbai - 400092, Applicant Versus, 1) M/S. Maker Builder, 1/3, Devchand Nagar, Haji Babu Road, Malad (E), Mumbai - 400097, 2) M/S. Jain & Jain, 7/9, Bell Lane, 2nd Floor, Borivali, Mumbai - 400001, 3) Shirish Chintamani Chougale, Legal heirs of late Shri Chintamani Balkrishna Chougale, C/o Plot No. 137, TPS III, Ram Mandir Road, Babhai Naka, Borivali (W), Mumbai - 400092, 4) Smita Vasant Patankar, Legal heirs of late Shri Chintamani Balkrishna Chougale, C/o. Plot No. 137, TPS III, Ram Mandir Road, Babhai Naka, Borivali (W), Mumbai - 400092, 5) Hemant Hariram (alias Harehwar) Chougale, Legal heirs of late Shri Chintamani Balkrishna Chougale, C/o. Plot No. 137, TPS III, Ram Mandir Road, Babhai Naka, Borivali (W), Mumbai - 400092, 6) Sushma Sagar Pansare, Legal heirs of late Shri Chintamani Balkrishna Chougale, C/o. Plot No. 137, TPS III, Ram Mandir Road, Babhai Naka, Borivali (W), Mumbai - 400092, 7) Pratibha Ramchandra Vaje, Legal heirs of late Shri Chintamani Balkrishna Chougale, C/o. Plot No. 137, TPS III, Ram Mandir Road, Babhai Naka, Borivali (W), Mumbai - 400092, 8) Nilima Kamalakar Mhatre, Legal heirs of late Shri Chintamani Balkrishna Chougale, C/o. Plot No. 137, TPS III, Ram Mandir Road, Babhai Naka, Borivali (W), Mumbai - 400092, 9) Surekha Milind Padate, Legal heirs of late Shri Chintamani Balkrishna Chougale, C/o. Plot No. 137, TPS III, Ram Mandir Road, Babhai Naka, Borivali (W), Mumbai - 400092, 10) Mukund Govind Kini, 1/3, Devchand Nagar, Haji Babu Road, Malad (E), Mumbai - 400097, 11) Govind Fakir Bhandari, 1/3, Devchand Nagar, Haji Babu Road, Malad (E), Mumbai 400097..... Opponents, and those, whose interests have been vested in the said property may submit their say at the time of hearing at the venue mentioned above. Failure to submit any say shall be presumed that nobody has any objection in this regard and further action will be taken accordingly.
Description of the Property :-
Claimed Area
 Unilateral Conveyance of land for a plot of land along with building thereon known as "Sunderdham" constructed on All those piece or parcel of lands or ground with structure Plot of land measuring 335.90 sq. mtrs. as per latest P.R.C records) on land bearing Final Plot No. 81, T.P.S. III Borivali, Old P.E. No. 81-A, Taluka Borivali situated at Jambli Galli, Borivali (W), Mumbai - 400092 hereinafter referred to as "the said property" along with Permanent Right of Way of minimum 4.5 mts wide from Jambli Galli in favour of the Applicant Society.
 The hearing in the above case has been fixed on 28/03/2024 at 02:00 p.m.
Sd/-
District Deputy Registrar,
Co-operative Societies, Mumbai City (4)
Competent Authority
U/s 5A of the MOFA, 1963.**

Public Notice in Form XIII of MOFA (Rule 11(9) (e))
District Deputy Registrar, Co-operative Societies, Mumbai City (4)
 Bhandari Co-op. Bank Building, 2nd floor, P.L. kale Guruji Marg, Dadar (West), Mumbai-400028.
No.DDR-4/Mum./Deemed Conveyance/Notice/718/2024 Date:15/03/2024
 Application u/s 11 of Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Act, 1963

Public Notice
Application No. 54 of 2024
**HIGHLAND HERITAGE CO-OP HSG SOCIETY LTD, CTS No. 427, Mahatma Gandhi Road, Charkop, Kandivali (West), Mumbai 400067, Applicant Versus, 1) Devyaja Dharman Bhandari, (Since Deceased following through his following legal heirs), (a) Smt. Dwarikamba Devyaja Bhandari, (W/o) Devyaja Dharman Bhandari, (b) Pandurang Devyaja Bhandari, (c) Jyotsana Alia Purnima Pandurang Bhandari, (d) Naina Pandurang Bhandari, (e) Sushma Pandurang Bhandari, (f) Jayminia Pandurang Bhandari, (g) Dharmendra Pandurang Bhandari, 2) Smt. Hirabai Pandurang Bhandari, 3) Kisan Devyaja Bhandari, (a) Priti Kisan Bhandari, (b) Pratishtha Kisan Bhandari, (c) Kanchan Kisan Bhandari, (d) Mahendra Kisan Bhandari, 4) Smt. Nalini Kisan Bhandari, 5) Smt. Babibai Waman Bhandari, 6) Smt. Bhimabai balaram Patil, 7) Smt. Yarnunabai Waman Bhandari, Last Known Address of Opponent No. 1 to 7, Charkop Village, M.G. Road, Kandivali (W), Mumbai - 400067, 8) Satish Jannadas Dattani, Gokuldas Khimji Builders, Vasanji Lalji Lane, Kandivali (West), Mumbai - 400067 9) M/s. Home Land Builders, 22, Ajay Deep, 2nd Floor, 240, Perin Nariman Street, (Bazargate Street), Fort, Mumbai - 400001 Opponents, and those, whose interests have been vested in the said property may submit their say at the time of hearing at the venue mentioned above. Failure to submit any say shall be presumed that nobody has any objection in this regard and further action will be taken accordingly.
Description of the Property :-
Claimed Area
 Unilateral Deemed Conveyance in respect of building viz. Highland Heritage Co-Operative Housing Society Limited" having registered address at CTS No. 427, Mahatma Gandhi Road, Charkop, Kandivali (West), Mumbai - 400067; consisting ground + 6 upper floors having single wing, having total of 21 flats, situated, being and lying on all those pieces and parcels of land aggregately admeasuring 1012.10 square meters (as per property card), bearing Survey No. 4, Hissa No. 3, bearing New CTS No. 427/A, of Village Charkop, Taluka Borivali, within the Registration District of Mumbai Suburban, in favour of the Applicant Society.
 The hearing in the above case has been fixed on 08/04/2024 at 2.00 p.m.
Sd/-
District Deputy Registrar,
Co-operative Societies, Mumbai City (4)
Competent Authority
U/s 5A of the MOFA, 1963.**

PUBLIC NOTICE
 TAKE NOTICE THAT MR. GIRISH ODHAVJI MAHIDA the absolute and exclusive owner of Flat No. 302 on 3rd Floor in Dhilli Tower Charkop, situated at Highland Complex Charkop Village, Kandivali (W), Mumbai - 400 067, desires to sell transfer and assign the said flat to MR. RAMESH BHASKAR VARAL JI with MRS. MANISHA RAMESH VARAL for consideration.
 Any person's having any claims or rights in respect of the said property by way of inheritance, share, sale, mortgage, lease, lien, license, gift, possession or encumbrance howsoever or otherwise is hereby required to intimate to the undersigned within 14 days from the date of publication of this notice failing which the procedures for selling the said flat will be carried out.
Date : 20.03.2024
Place : Mumbai **Sd/-**
ADV. SHARMILA PAWAR
Advocate High Court,
Mahi Bungalow, Plot No.22/22, Sector-V, Charkop, Kandivali (W), Mumbai-400067. Mobile: 9930923876

PUBLIC NOTICE
 Notice is hereby given that MR. Manoj Premkush Agarwal was expired on 04-05-2021 at Kalyan. That Mr. Manoj Premkush Agarwal used to hold the Maruti Suzuki EECO 5STRAC - C Petrol, registration No. MH-05-E-Q-0895, Chassis No. MA3ERLF1S00910264, Engine No. G12BN923099, & HERO MAESTRO DLX Petrol, registration No. MH-05-CE-5557, Chassis No. MBLJFA32ABEGE29019, Engine No. JF32AAEGE2948MR. Manoj Premkush Agarwal leaving behind his wife MRS. Lalita Manoj Agarwal being the next legal heir thus MRS. Lalita Manoj Agarwal desires to apply and transfer above mentioned vehicle in her name. So I Lalita Manoj Agarwal hereby invites claims/objections within a period of 7 days from this notice any person having any kind of claim/objection should contact at the address, A/6, Salas co-operative Housing society Ltd., Rambaung lane no 4, Kalyan - West, with copies of such documents, proofs, in support of their claims, demands etc. If no claims/objections are received within 07 days of this notice, then I Mrs. Lalita Manoj Agarwal will be free to transfer the above vehicle of late Mr. Manoj Premkush Agarwal expired on 04-05-2021 and no claims thereafter will be entertained.
Date : 20/03/2024
Place : Mumbai **Sd/-**
Adv. Shilpa Virkar

NOTICE
 Notice is given to all concerned that Ms. Melita Valdeiro and Ms. Sugila Valdeiro are the joint owners of Flat No. 13, 3rd floor, Building B, Everard CHS Ltd., E. E. Highway, Sion East, Mumbai - 400022, CTS No. 628 (part), Village - Kurla 3, Taluka - Kurla (Herein after referred to as the Said Flat) and are also the members of the Everard CHS Ltd.
 The Said Flat was allotted to the father of the owners i.e. to Late Mr. E. Valdeiro alias Late Mr. Elias William Valdeiro vide an Allotment Letter by the Everard CHS Ltd., dated 6th of December 1972.
 However, the said Allotment Letter dated 6th of December 1972 issued by the Everard CHS Ltd., is lost/ misplaced and is untraceable even after diligent search.
 Any person who finds the said Allotment Letter should intimate the undersigned. Further I, Advocate Shilpa Virkar hereby invite claims and objections from any person, Bank, Financial Institution having any claim or right in respect of the said Flat / membership of the Said Society by the way of inheritance, share, sale, mortgage, lease, lien, license, gift, possession or encumbrance howsoever or otherwise and are hereby called upon to intimate to the undersigned within 14 days from the date of publication of this notice of his/her their such claims if any with all supporting documents failing which I will issue the No Claim Certificate and that the above mentioned Owners shall be free to deal with the Said Flat and their membership of the Said Society and the transaction in favour of our client shall be completed without reference to such claim and the claims, if any, of such person shall be treated as waived and not binding on our clients.
Place : Mumbai **Adv. Shilpa Virkar**

PUBLIC NOTICE
 NOTICE is hereby given that Mr. Amit Narsinh Adhyapak, owner of Flat No. 10, third floor, measuring 468 Sq. Ft. built-up area, Andheri Minusurvt CHS Ltd., Supremeet, Building 12, Kanti Nagar, CTS Nos. 365 & 366, Village - Kondivda, Andheri (East), Taluka - Andheri, Mumbai suburb district, hereinafter referred to as the said flat) has acquired the ownership of the said flat being only legal heirs of deceased father, the original owner Mr. Narsinh Ramchandra Adhyapak, who expired on 13/02/2001. It is further intimated that original agreement between Mrs. Parvati Adhyapak and Mr. Narsinh Ramchandra Adhyapak in respect of the said flat is missing, any person's who found the said original agreement is /are requested to contact and hand over the same to the undersigned. All persons are hereby further informed and requested to take notice of the aforesaid and are hereby warned not to create any third party rights or obtain a loan or enter into any kind of deal on the basis of aforesaid document or property person's doing so will do so at his/ her own risk to cost and consequences and such acts/transactions shall be binding upon my clients.
 Further any person's who has any claim in, or to over the said flat or any part thereof by way of sale, exchange, mortgage, charge, gift, trust, inheritance, possession, lease, sub-lease, assignment, transfer, tenancy, sub-tenancy, bequest, succession, license, maintenance, license, license, loan, advances, lien, pledge, orders, judgment or decrees passed or issued by any Court, Tax or revenue or statutory authorities, attachment, settlement or otherwise howsoever is hereby required to make the same known in writing with valid supporting documents to the undersigned at B/106, 1st Floor, Sanyal Manzil CHS Ltd, Pandit Dindyalal Nagar, opp. Bassein Catholic Church Ltd. Manickpur, Vasai (w), Dist. Palghar - 401202 within 14 days from the date hereof, otherwise it will be presumed that there do not exist any claims and the same, if any, will be considered as waived or abandoned.
 Vasai, Dated this 20th day of March, 2024.
Sd/-
David S. Dabre
Advocate High Court, Bombay

PUBLIC NOTICE
 This is to inform the general public that Original Share Certificate for Member's registration No. 060 and 061 for 20 (Twenty) shares bearing No. 591 to 610 of Mrs. Urmila M. Jain and Mr. Meghraj M. Burad a member of Sachinam Heights Co-operative Housing Society Ltd. having address at Wing A, 654, Malabar Cumballa Hill, Behind Matru Mandir, 207, Tardeo Road, Mumbai - 400 078, have been lost/ misplaced.
 The winner of E-auction of bidder has applied for duplicate share.
 The Society hereby invites claims and objections from claimants/objector or objectors for issuance of duplicate Share Certificate within the period of 14 (fourteen) days from the publication of this notice, with copies of such documents and other proofs in support of his/her their claims/objections for issuance of duplicate Share Certificate to the Secretary of Sachinam Heights Co-Op Hsg. Soc. Ltd. If no claims/objections are received within the period prescribed above the Society shall be free to issue duplicate Share Certificate in such manner as is provided under the by-laws of the Society. The claims/objections, if any, received by the Society shall be dealt with in the manner provided under the by-laws of the Society.
For and on behalf of Sachinam Heights Co-operative Housing Society Ltd.
Place : Mumbai **Sd/-**
Date : 20/03/2024 **Secretary**

PUBLIC NOTICE
 Notice is hereby given to the Public that my clients Mr. Kishay Kalpesh Talekar & Mr. Kalpesh Krishna Talekar are lawful owners and use, Occupation, possession of Flat No. 402, R-12, Navdurga Cts Ltd., MMRDA Colony, Poonam Nagar, Mahakali Caves Road, Andheri East, Mumbai - 400093, measuring 225 Square Feet Carpet Area, CTS No. 175/A/4 (Part), Village Majas, K-East, Taluka - Andheri hereinafter referred as "Said Flat"
 Mr. Kalpesh Krishna Talekar states he has lost/ misplaced below documents and that he lodged complaint on 30/01/2022 with MIDC Police station and register complaint in Missing Entry Notebook having serial no 117/2022 (A) Provisional Allotment letter No. DCR/AR/ MUI/P/91 issued by MMRDA Office. As per the above fact any person's claiming any interest in the aforesaid room or any part thereof by way of Tenancy, Sale, Exchange, Gift, Mortgage, Charge, Trust, Inheritance, Possession, Lease, Lien, or otherwise or on the basis of being in the possession of the aforesaid original documents howsoever is hereby required to make the same known to the undersigned together with substantiating documents to the undersigned at SAMIR SURVE, ADVOCATE, Office No. 2, Building No. 8, Ashvinayak Chs Ltd, PMGP Colony, Andheri (East), Mumbai No 400093 in writing within 15 days from the date hereof failing which the claim, if any shall be considered as waived.
SAMIR SURVE
ADVOCATE
Date: 20-03-2024

PUBLIC NOTICE
I SMT WAHEDA NAZIM SHAH Was 2nd Member's of the Flat No.1302 on 13th Floor, of the Sumer Park-3 Co-operative Housing Society Ltd, address at Seth Motishah X Lane, Byculla, Mumbai-400027. And holding Flat No.1302, 13th Floor in the building of the society died on 26-11-2023, without making Nominations.
 The society hereby invites claims and objections from the heir or other claimants/objector or objectors to the transfer of the said shares and interest of the deceased member in the capital/property of the society within a period of 30 days from the publication of this notice, with copies of such documents and other proofs in support of her/their claims/objections for transfer of shares and interest of deceased members in the capital/property of the society. If no claims/objections are received within the period prescribed above, the society shall be free to deal with the shares and interest of the deceased member in the capital /property of the society in such manner as is provided under the By-laws of the society. The claims /objections, if any, received by the society for transfer of shares and interest of the deceased member in the capital/property of the society shall be dealt with in the manner provided under the By-laws of the society. A copy of the registered By-laws of the society is available for inspection by the claimants/objectors, in the office of the society/with the Secretary of the society within the date of expiry of this notice till the date of expiry of this period.
Place : Mumbai
Date: 20/03/2024
For and on behalf of
Hon. Secretary
(Sumer Park-3 Co-operative Housing Society Ltd.)

Public Notice
**The appointment of trustees in the trust U/s 47 of Maharashtra Public Trust Act, 1950, as per Order dated 26/02/2024 passed below Ex. 01 by the Hon'ble Joint Charity Commissioner-I, Maharashtra State, Mumbai in the above referred application it is hereby giving information to the general public at large through this Public Notice that whereas applicants have filed an application for appointing them as trustees in the trust viz "ROTARY SERVICE PUBLIC CHARITABLE TRUST", having P.T.R. No E-2245 (Mumbai).
 1. Application No. 06 of 2021, Under Section 47 of Maharashtra Public Trust Act, 1950, as per Order dated 26/02/2024 passed below Ex. 01 by the Hon'ble Joint Charity Commissioner-I, Maharashtra State**

Shrikrushna Gramin Bigarsheti Sahakari Patsanstha Maryadit. Sangvi, Tal. Baramati, Dist. Pune.

POSSESSION NOTICE FOR IMMOVABLE PROPERTY (see Rule 107 sub-rule (1) (d-1))

Therefore, as per Section 101 (1) of Maharashtra Co-operative Societies Act, 1960, Shrikrushna Gramin Bigarsheti Sahakari Patsanstha Maryadit, Sangvi, Tal. Baramati, Dist. Pune, by Hon. Deputy Registrar / Assistant Registrar So., Co-operative Societies (Parseva) Pune District Civil Co-operative Credit Societies Federation Ltd. By his order, arbitration certificates have been obtained from the following arrears for recovery of their debts. Therefore, as per Section 156 of Maharashtra Co-operative Societies Act, 1960 and Rule 107 (1) (D-1) of 1961 (Notification of First Amendment Rules 2014 dated 30/08/2014) As per Shri. Gautam L. Gaikwad Special Recovery and Sales Officer Pune The following immovable property of the following arrears has been seized on 12/03/2024 under this notice. And if the immovable property is transferred after the date of this notice, it is prohibited to accept any private transfer or to create burden or mortgage.

Name of Judgment Debtor Certificate No. & address/ Date	Name of the village Taluka / District	Land No. Description of immovable property/C.S.No./Area	Boundaries of Properties
Mr. Chandrakant Babanrao Ghodke Recovery certificate no. 101/113/237/2023 Year-2023 d. 26/06/2023	Village mauje - Kuranewadi, Tal. Baramati, Dist. Pune	Gat No. In 260 H. 00 R. 20 Rs. 00 Paise 45 Out of the above total area, borrower Sh. Chandrakant Babanrao Ghodke Immovable property pledged as collateral for his loan Agricultural Land Revenue.	East - West - Government South - Main North - As a Record
Mr. Janardhan Hiranam Suryavanshi Recovery certificate no. 101/1837/2462/2022 Year - 2022 d. 21/11/2022	Village mauje - Khandaj, Tal. Baramati, Dist. Pune	Gat No. In 497 H. 00 R. 40 Rs. 01 Paise 18 Out of the above total area, borrower Mr. Janardhan Hiranam Suryavanshi Will answer for his loan no. 3 Mr. Prakash Nanasa Raut's immovable agricultural land Property.	East - West - Government South - Main North - As a Record
Mr. Popat Sambhaji Taware Recovery certificate no. 101/1832/2457/2022 Year - 2022 d. 21/11/2022	Village mauje - Sangvi, Tal. Baramati, Dist. Pune	Gat No. In 128 H. 00 R. 50 Rs. 01 Paise 70 Out of the above total area, borrower Mr. Popat Sambhaji Taware His immovable agricultural land income for his loan.	East - West - Government South - Main North - As a Record
Mr. Rishikesh Vilas Taware Recovery certificate no. 101/589/682/2019 Year - 2019 d. 13/12/2019	Village mauje - Sangvi, Tal. Baramati, Dist. Pune	Gat No. In 484 H. 01 R. 90 Rs. 05 Paise 81 Out of the above total area, borrower Mr. Rishikesh Vilas Taware will pledge the loan for the loan By Vilas Bhusa Taware Income from immovable agricultural land.	East - West - Government South - Main North - As a Record
Mr. Sunil Dadaso Saste Recovery certificate no. 101/2826/65/2023 Year - 2023 d. 24/04/2023	Village mauje - Anjangaon, Tal. Baramati, Dist. Pune	Gat No. In 258 H. 05 R. 97 Rs. 10 Paise 19 Adhik Potkharaba 00 12 - - - Total area 00 90 - - - Of these 01 19 - - - Adhik Potkharaba 00 02 - - - Total area 01 21 - - - Out of the above total area, borrower Sh. Sunil Dadaso Saste Owned immovable property mortgaged for his loan Agricultural Land Revenue.	East - Area of Shivaji Dadaso Saste. In the west - Shamrao Dadaso's area. South - village road. North - Sanjay Saste's area
Mr. Vikas Maruti Shinde Recovery certificate no. 101/110/234/2023 Year - 2023 d. 26/06/2023	Village mauje - Baramati, Tal. Baramati, Dist. Pune	Gat No. In 121/2/b1 H. 00 R. 1200 Rs. 01 Paise 47 Out of the above total common area, borrower Mr. Vikas Maruti Shinde of their share of the common area for their debt Income from immovable agricultural land.	East - West - Government South - Main North - As a Record

The possession notice was given today on 12/03/2024 with my signature and office stamp. **Mr. Gautam. L. Gaikwad,** Special Recovery Officer Pune Dist. Pat. Fed. By Shrikrushna Gramin Bigarsheti Sahakari Patsanstha Maryadit, Sangvi, Tal. Baramati, Dist. Pune.

SHRIRAM HOUSING FINANCE LIMITED DEMAND NOTICE

Registered Office: Office No. 123, Angappa Naicken Street, Chennai – 600 001. Branch Office: Off. No. 101, 1ST Floor, Bldg. No. 96, Suvarnarekha Boulevard, Ghodke Chowk, Prabhat Road, Pune – 411004. Website: www.shriramhousing.in

Whereas the borrowers/co-borrowers/guarantors/ mentioned hereunder had availed the financial assistance from SHRIRAM HOUSING FINANCE LTD. We state that despite having availed the financial assistance, the borrowers/guarantors have committed various defaults in repayment of interest and principal amounts as per due dates. The account has been classified as Non Performing Asset in accordance with the directives/guidelines issued by Reserve Bank of India, consequent to the Authorized Officer of SHRIRAM HOUSING FINANCE LTD. under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 & in exercise of powers conferred under Section 13(2) read with Rule 3 of Security Interest (Enforcement) Rules, 2002 issued Demand Notices on respective dates mentioned herein below under Section 13(2) of SARFAESI Act, 2002 calling upon the following borrowers /guarantors /mortgagors to repay the amount mentioned in the notices together with further interest at the contractual rate on the amount mentioned in the notices and incidental expenses, cost, charges etc until the date of payment within 60 days from the date of receipt of notices. The notices issued to them on their last known addresses have returned un-served and as such they are hereby informed by way of public notice about the same. The borrower's attention is invited to provisions of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.

Borrower/Co-Borrower/ Name & Address	Outstanding Amount	Property Address of Secured Assets
1. MR. RAHUL DINKAR BHINGARE (Borrower), 2. MRS. YOGITA RAHUL BHINGARE (Co-Borrower), Both having residence address at: Flat No. 402, GAUTAMA APARTMENT, SR. NO. 63/1/1, NEAR ADARSH NAGAR, PIMPLE NILAKH, PUNE, DISTT. PUNE – 411027 And Also Address At: HOTEL BLUE DRAGON, SR. NO. 12, CHONDHE PATIL NAGAR, GEMINI HOUSING SOCIETY, AUNDH, PUNE, DISTT. PUNE - 411007 And Also Address At: Flat No. 601, 6TH FLOOR, WING No. "A", MOUNT VISTA, GAT NO. 118/4 (P), URSE TALEGAON ROAD, SITUATED AT VILL. VADGAON, TAL. MAVAL, DISTT. PUNE - 412106	Rs. 21,35,056/- (Rupees Twenty One Lakh Thirty Five Thousand Fifty Six Only) as on 07-Mar-24 under reference of Loan Account No. SHLHCHWD0000107 with further interest at the contractual rate and / or as stipulated by the SHFL /NHB/RBI from time to time on the aforesaid amount together with incidental expenses, cost charges etc. till date of full and final payment.	All that Piece and Parcel of the Immovable Property bearing Flat No. 601, admeasuring area 33.88 sq. mt., on the 6th Floor, along with an open balcony admeasuring area 4.12 Sq. mt. and Terrace area admeasuring 2.26 Sq. mt., Total Area 40.26 Sq. Mtr., in the Wing no. "A" in the building known as "MOUNT VISTA" constructed on land adm. 00 H 60 R out of S.No. 118, Hissa No. 4, totally admeasuring 01H 24.5 R, Gat No. 118/4 (P), Urse Talegaon Road, Situated at Village - Vadgaon, Tal. Maval, Distt. Pune - 412106.
Loan Amount		
LOAN NO. – SHLHCHWD0000107		
LOAN DISBURSED Amount: Rs. 20,32,467/- (Rupees Twenty Lakh Thirty Two Thousand Four Hundred Sixty Seven Only)		

In the circumstances as aforesaid, the notice is hereby given to the above borrowers, co-borrowers and/ or their guarantors (where ever applicable) to pay the outstanding dues as mentioned above along with future interest and applicable charges within 60 days from the date of the publication of this notice failing which further steps will be taken after the expiry of 60 days of the date of this notice against the secured assets including taking possession of the secured assets of the borrowers and the mortgagors under Section 13(4) of Securitization and Re-construction of Financial Assets and Enforcement of Security Interest Act, 2002 and the applicable rules there under.

Please note that under Section 13 (13) of the said Act, no Borrower shall, transfer by way of sale, lease or otherwise any of his secured assets referred to in the notice, without prior written consent of the secured creditor. Sd/- Authorised Officer
Place : PUNE
Date: 20-03-2024

POWER FINANCE CORPORATION LIMITED (A Maharashtra Company)

Registered Office: Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001, India
Email: investors@grievance@pfcindia.com, Website: www.pfcindia.com
CIN:L65910DL1986GO024862; Tel: +91 11 23456000, Fax: +91 11 23412545.

NOTICE FOR TRANSFER OF EQUITY SHARES TO IEPF AUTHORITY

This notice is published pursuant to the provisions of the Companies Act 2013 read with the Investor Education and Protection Fund Authority (Accounting, Audit, Transfer and Refund) Rules, 2016 ("the Rules") notified by the Ministry of Corporate Affairs (MCA). The said Rules inter-alia prescribe that all shares in respect of which dividend has been unpaid/ unclaimed for seven consecutive years or more, are required to be transferred to the demat account of IEPF Authority. Accordingly, to comply with the requirements as set out in the Rules, individual communication has been sent by our Registrar and Share Transfer Agent (RTA) M/s KFin Technologies Ltd. at the latest available address of those shareholders whose shares are liable to be transferred to IEPF Authority on account of unclaimed dividend amounts consecutively since Interim Dividend 2016-2017. In case the Shareholders fail to claim the above dividend by April 7, 2024, the Company will proceed to transfer the underlying equity shares of the Company, registered in the name of the Shareholder to DEMAT Account of the IEPF Authority, in accordance with the said Rules. Please note that no claim shall lie against the Company in respect of unclaimed dividend amount and shares transferred to IEPF pursuant to the said Rules. The Company has also uploaded the details of such shareholders and shares due for transfer to DEMAT Account of the IEPF Authority on its website at www.pfcindia.com. The Shareholders are requested to refer to the web link <https://pfcindia.com/ensite/Home/VS/170> to verify the details of the un-encashed dividends and the shares liable to be transferred to DEMAT Account of the IEPF Authority. Shareholders may please note that both the unclaimed dividend and the shares transferred to DEMAT Account of the IEPF Authority including all benefits accruing on such shares, if any, can be claimed back by them from the IEPF Authority after following the procedure as set out in the Rules.

In case of any queries, please feel free to contact the Company at its registered office or the R & TA at their following address/email/ telephone number:-
KFin Technologies Ltd.
Unit: Power Finance Corporation Limited
Selenium Tower B, Plot Nos. 31 & 32, Financial District
Nanakramguda, Serilingampally Mandal, Hyderabad - 500032, India. Toll free no: 1800-3454-001.
Email: einward.ris@kfinetech.com
Website: www.kfinetech.com
For Power Finance Corporation Limited
Sd/-
Company Secretary

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, BENCH AT MUMBAI, COURT IV COMPANY SCHEME PETITION CP(CAA) NO. 288 / (MB)/2023 CONNECTED WITH COMPANY APPLICATION CA (CAA) No. 121/(MB)/2023

In the matter of the Companies Act, 2013;
And
In the matter of Petition under Sections 230- 232 and other relevant provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;
And
In the matter of Scheme of Arrangement among Tata Power Solar Systems Limited, Chirasthaayee Saurya Limited and Tata Power Renewable Energy Limited under Sections 230-232 of the Companies Act, 2013
Tata Power Solar Systems Limited) ..Petitioner Company 1/
(CIN: U40106MH1989PLC330738)) Amalgamating Company 1/
Transferor Company 1
Chirasthaayee Saurya Limited) ..Petitioner Company 2/
(CIN: U40101MH2016PLC330252)) Amalgamating Company 2/
Transferor Company 2
Tata Power Renewable Energy Limited) ..Petitioner Company 3/
(CIN: U40108MH2007PLC168314)) Amalgamated Company/
Transferee Company

NOTICE OF ADMISSION HEARING OF COMPANY SCHEME PETITION
A Company Scheme Petition under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for sanctioning the Composite Scheme of Arrangement among Tata Power Solar Systems Limited, Chirasthaayee Saurya Limited and Tata Power Renewable Energy Limited ("Scheme") was presented by the Petitioner Companies on 10th November, 2023 and was admitted vide Order dated 12th February, 2024 by the Hon'ble National Company Law Tribunal, Mumbai Bench ("Tribunal"). The said Company Petition is fixed for hearing before the Hon'ble Tribunal on 4th April, 2024 at 10:30 a.m. or soon thereafter. Any person desirous of supporting or opposing the said Company Scheme Petition should send to the Petitioner Companies' Advocates, at Cyril Amarchand Mangaldas, Advocates & Solicitors at 5th Floor, Peninsula Chambers, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400 013, notice of such intentions, in writing, signed by him/her or his/her Advocate, with his/her name and address, so as to reach the Petitioner Companies' Advocates not later than 7 (Seven) days before the date fixed for hearing of the said Company Petition. Where he/she seeks to oppose the Company Petition, the grounds of opposition or a copy of his/her affidavit intended to be used in opposition to the Company Scheme Petition, shall be filed with the Hon'ble NCLT at 4th & 5th Floor, MTNL Exchange Building, Next to G. D. Somani Marg, Cuffe Parade, Mumbai 400 005, Maharashtra and a copy thereof be served on the Petitioner Companies' Advocates at the aforesaid address, not later than 7 (seven) days before the date fixed for hearing and final disposal. A copy of the Company Scheme Petition will be furnished by the undersigned to any person on payment of prescribed charges by emailing the respective Petitioner Companies. Dated this 20th day of March, 2024.

Authorised Signatory
Tata Power Solar Systems Limited
(CIN: U40106MH1989PLC330738)
Tel: 022-66657528
Email: santoshc@tatapower.com
C/o. The Tata Power Company Limited,
Corporate Center B, 34 Sant Tukaram Road,
Camac Bunder, Mumbai - 400 009
Authorised Signatory
Chirasthaayee Saurya Limited
(CIN: U40101MH2016PLC330252)
Tel: 022-66657528
Email: santoshc@tatapower.com
C/o. The Tata Power Company Limited,
Corporate Center B, 34 Sant Tukaram Road,
Camac Bunder, Mumbai - 400 009
Authorised Signatory
Tata Power Renewable Energy Limited
(CIN: U40108MH2007PLC168314)
Tel: 022-6665 7508 Email: tpref@tatapower.com
C/o The Tata Power Company Limited, Corporate
Center, A Block, 34 Sant Tukaram Road,
Camac Bunder, Mumbai - 400 009

Balmer Lawrie & Co Ltd. (A Government of India Enterprise)

SBU: Logistics Infrastructure
Sector 7, Plot No.1, P.B. No: 8, Dronagiri Node
Navi Mumbai - 400 707
Regd. Office - 21 Netaji Subhas Road, Kolkata - 01
CIN: L15492WB1924G0004835
Contact no. : 9869399398

Vendor Registration

Notice No. BL/CFMS/MUM/VENDOR/REGN/681
Applications are invited from interested, prospective and currently registered organisations for supplies and services at the Container Freight Station, Dronagiri, Navi Mumbai as per the format available on Balmer Lawrie website www.balmerlawrie.com. Amendments / corrigendum, if any, will be uploaded on the above mentioned website.

पुणे येथील मे. दिवाणी न्यायाधीश सिनीयोर डिस्ट्रीजन सो. यांचे पुणे येथे टी. एम. अहमद कोर्टात किरकोळ अर्ज. नं. MA/0456/2024 नि. EX 7 अर्जदार अनिरुद्ध रघुनाथ तळणीकर नोटीस देण्यात येते की, उपरोक्त अर्जदार यांनी इंडियन सेक्शन एक्ट कलम, मुंबई रे, ACT 1827 SEC 2 अन्वये या कोर्टाकडे मयत रघुनाथ गोविंद तळणीकर मूळ रिक्तिका 14/07/2020 यांचे वास्तु प्रमाणपत्र मिळवण्यासंबंधीचा अर्ज केलेला आहे. ज्या कोणास सदर अर्जसंबंधी हक्कत घ्यावयाची असेल त्याने नेमलेली तारीख 04/04/2024 रोजी ठीक सकाळी ११.०० वाजता स्वतः किंवा वकीलमार्फत या कोर्टात हजर राहावे. आज दिनांक 18/03/2024 सही व शिक्क्यानिशी दिवाणी न्यायालय, पुणे. हुकुमान्वये, अधीक्षक दिवाणी न्यायालय, पुणे.


केनरा बँक Canara Bank SALE NOTICE E-AUCTION NOTICE OF VEHICLES

Notice is hereby given to the public in general and to the Borrower/s and Guarantor/s in particular by the Authorized Officer, that the under mentioned vehicles hypothecated to Canara Bank, will be sold through E- Auction as for the recovery of under mentioned dues with further interest, charges and costs etc. The Movables are being sold on "AS IS, WHERE IS, WHATEVER THERE IS AND WITHOUT RECOURSE & NO COMPLAINT BASIS" as such sale is without any kind of warranties and indemnities. The under mentioned vehicles will be sold auctioned online through the <https://indianbankeauction.com> on **28.03.2024**.

Sr. No.	Borrower Name & Branch	Details of Vehicles/Machinery & Year of Mfg)	Outstanding Dues As On 18.03.2024	Reserve Price	EMD Amount	Account Details for payment of EMD Amount	Contact No Of Branch & Mail Id	Increasing offer of Bidding
1.	NAME-RAMESH RAMISNG SOLANKE BRANCH- KHAMGAON (4310)	MH-28-AB-4164 (TATA XENON PLUS DICOR) CLASS OF VEHICLE- LMV MODEL: TATA XENON PLUS DICOR BS 4 2016 FUEL USED: DIESEL YEAR OF MANUFACTURE: 04/2016 TYPE OF BODY- GOODS CARRIER	Rs.10,04,139/-	Rs.1,50,000/-	Rs.15,000/-	209272434	7028991465 Cb4310@canarabank.com	Rs.5000/-
2.	NAME-KAUSHAL SURESH NAGESHWAR BRANCH- KHAMGAON (4310)	MH-28-AB-3356 (TATA ACE ZIP) CLASS OF VEHICLE- LMV MODEL: TATA ACE ZIP 2015 FUEL USED: DIESEL YEAR OF MANUFACTURE: 03/2015 TYPE OF BODY- GOODS CARRIER	Rs.3,31,747.86/-	Rs 40,000/-	Rs 4,000/-	209272434	7028991465 Cb4310@canarabank.com	Rs.5000/-
3.	NAME-NARAYAN H. GIRI BRANCH- KHAMGAON (4310)	MH-28-AB-3214 (TATA ACE ZIP) CLASS OF VEHICLE- LMV MODEL: TATA ACE ZIP 2015 FUEL USED: DIESEL YEAR OF MANUFACTURE: 2015 TYPE OF BODY- GOODS CARRIER	Rs.5,69,526.00/-	Rs.50,000/-	Rs 5,000/-	209272434	7028991465 Cb4310@canarabank.com	Rs 5000/-
4.	NAME-SHAMJI D SAWARKAR BRANCH- KHAMGAON (4310)	MH-28-AB-3606 (TATA MOTOR SUPERACE) CLASS OF VEHICLE- DELIVERY VAN- EXTENDED HOOD MODEL: TATA MOTOR SUPERACE LMV FUEL USED: DIESEL YEAR OF MANUFACTURE: 2015 TYPE OF BODY- DELIVERY VAN	Rs.11,45,099.00/-	Rs.1,00,000/-	Rs.10,000/-	209272434	7028991465 Cb4310@canarabank.com	Rs 5000/-
5.	NAME-RAJIV T. INGOLE BRANCH- KHAMGAON (4310)	MH-28-AB-3394 (TATA ACE ZIPL) CLASS OF VEHICLE- EXTENDED HOOD – LOAD BODY ADEQUATE MODEL: TATA MOTOR ACE ZIPL FUEL USED: DIESEL YEAR OF MANUFACTURE: 2015 TYPE OF BODY- EXTENDED HOOD – LOAD BODY ADEQUATE	Rs 7,27,795.00/-	Rs 50,000/-	Rs 5,000/-	209272434	7028991465 Cb4310@canarabank.com	Rs 5000/-

1. Last date of deposit of EMD amount & submission of bids on or before – **26.03.2023 by 04.00 P.M.**
2. Date of Inspection of vehicles with prior appointment – **22.03.2024**
3. Terms And Conditions Apply

Date: 18.03.2024
Place: KHAMGAON
Authorised Officer
Canara Bank



Business Standard

Insight Out

To book your copy,
SMS reachbs to 57575 or
email us at order@bsmail.in

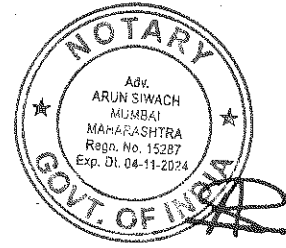
Companies, Insight Out

Companies, Monday to Saturday

To book your copy, sms reachbs to 57575 or email order@bsmail.in



Business Standard
Insight Out



COMPOSITE SCHEME OF AMALGAMATION

AMONG

TATA POWER SOLAR SYSTEMS LIMITED ... AMALGAMATING COMPANY 1 / TRANSFEROR COMPANY 1

CHIRASTHAAYEE SAURYA LIMITED ... AMALGAMATING COMPANY 2 / TRANSFEROR COMPANY 2

AND

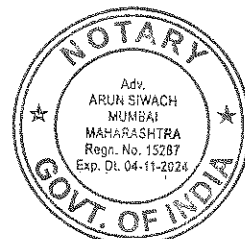
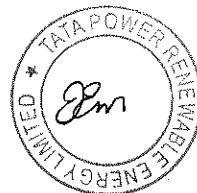
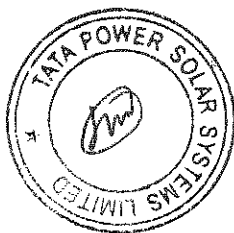
TATA POWER RENEWABLE ENERGY LIMITED ... AMALGAMATED COMPANY / TRANSFEREE COMPANY

Under Sections 230 - 232 of the Companies Act, 2013

SIGNED FOR IDENTIFICATION BY SRBC & CO LLP MUMBAI

CERTIFIED TRUE COPY TATA POWER RENEWABLE ENERGY LIMITED COMPANY SECRETARY

CERTIFIED TRUE COPY



PART I

GENERAL

A. Description of Parties

1. Tata Power Solar Systems Limited (CIN: U40106MH1989PLC330738) is a public company, incorporated on November 27, 1989 under the Companies Act, 1956, and having its registered office at c/o The Tata Power Company Limited, Corporate Center B, 34 Sant Tukaram Road, Carnac Bunder, Mumbai, Maharashtra 400009, India (hereinafter referred to as "Amalgamating Company 1" or "Transferor Company 1" or "TPSSL"). TPSSL is primarily engaged in the business of manufacturing photo-voltaic cells and modules as well as Engineering, Procurement and Construction (EPC) in the solar energy market.
2. Chirasthaayee Saurya Limited (CIN: U40101MH2016PLC330252) is a public company, incorporated on June 14, 2016 under the Companies Act, 2013, and having its registered office at Tata Power, Corporate Centre B, 34 Sant Tukaram Road, Carnac Bunder, Mumbai, Maharashtra – 400009, India (hereinafter referred to as "Amalgamating Company 2" or "Transferor Company 2" or "CSL"). CSL is primarily engaged in the business of generation of power in India.
3. Tata Power Renewable Energy Limited (CIN: U40108MH2007PLC168314) is a public company, incorporated on March 2, 2007 under the Companies Act, 1956, and having its registered office at c/o The Tata Power Company Ltd., Corporate A Block, 34, Sant Tukaram Road, Carnac Bunder, Mumbai, Maharashtra – 400009, India (hereinafter referred to as "Amalgamated Company" or "Transferee Company" or "TPREL"). TPREL is engaged in the business of power generation. The non-convertible debentures of the Amalgamated Company are listed on National Stock Exchange of India Limited.

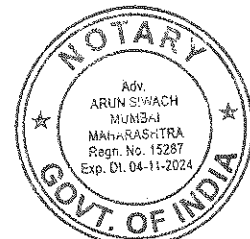
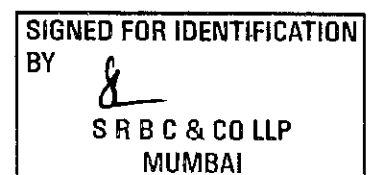
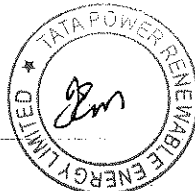
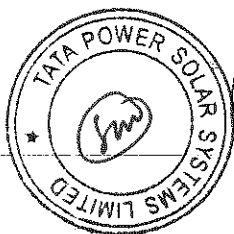
(Amalgamating Company 1 and Amalgamating Company 2 are hereinafter collectively referred to as "Amalgamating Companies").

(Amalgamated Company together with the Amalgamating Companies are hereinafter collectively referred to as the "Companies").
4. The Amalgamating Companies are either direct or indirect wholly owned subsidiaries of the Amalgamated Company, i.e. Amalgamating Company 1 is a wholly owned subsidiary of the Amalgamated Company and Amalgamating Company 2 is a wholly owned subsidiary of Amalgamating Company 1.
5. The Amalgamated Company is a subsidiary of The Tata Power Company Limited (CIN: L28920MH1919PLC000567) ("TPCL"), a public company incorporated on September 18, 1919 under the Companies Act, 1913, having its registered office at Bombay House, 24, Homi Mody Street, Mumbai – 400001, India. The equity shares of TPCL are listed on the Stock Exchanges.

Description of the Scheme

This Scheme (as defined hereunder) provides, *inter alia*, for:

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- (i) the amalgamation of the Amalgamating Companies into the Amalgamated Company, by way of merger by absorption and the dissolution of the Amalgamating Companies without winding up and the consequent cancellation of all issued and outstanding equity shares of the Amalgamating Companies, in accordance with this Scheme (hereinafter each referred to as an "Amalgamation" and collectively referred to as "Amalgamations"); and
- (ii) various other matters incidental, consequential or otherwise integrally connected therewith;

pursuant to provisions of Sections 230 - 232 and other relevant provisions, of the Act (as defined hereunder) in the manner provided for in this Scheme and in compliance with the provisions of the IT Act (as defined hereunder).

7. The Amalgamation of the Amalgamating Companies into the Amalgamated Company shall be in full compliance with the provisions of Section 2(1B) of the IT Act such that:

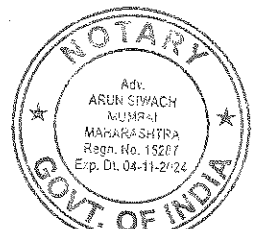
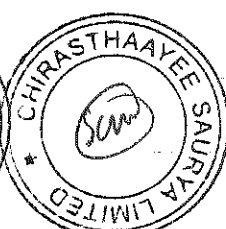
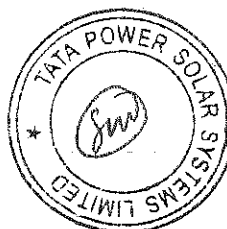
- (i) all the properties of the Amalgamating Companies, immediately before each of the Amalgamations, shall become properties of the Amalgamated Company, by virtue of the Amalgamation; and
- (ii) all the liabilities of the Amalgamating Companies, immediately before each of the Amalgamations, shall become the liabilities of the Amalgamated Company, by virtue of the Amalgamation.

Since the Amalgamating Companies are direct and indirect wholly owned subsidiaries of the Amalgamated Company, upon this Scheme becoming effective, the shares held by the Amalgamated Company in the Amalgamating Companies will stand cancelled and no consideration whatsoever shall pass from the Amalgamated Company to any of the Amalgamating Companies or otherwise.

If any term or provision of the Scheme is found or interpreted to be inconsistent with Section 2(1B) of the Income Tax Act, 1961 at a later date, including resulting from an amendment of law or for any other reason whatsoever, the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961. Such modification will however not affect other parts of the Scheme.

C. Rationale for the Scheme

- 8. TPREL is the parent company of the renewable energy portfolio of the group holding multiple special purpose vehicles (i.e., the Amalgamating Companies) engaged in generation of renewable power across India. While each of the Amalgamating Companies caters to distinct geographical locations across India, it is proposed to consolidate the businesses for creation of a single larger unified entity and reduce the number of entities within the group to achieve optimal and efficient utilization of capital; enhance operational and management efficiencies and have a simplified organizational structure.
- 9. Thus, the Amalgamations pursuant to this Scheme would, *inter alia*, have the following benefits:



- (i) Consolidation of businesses would achieve simplification of holding structure of entities forming part of the group, improve operational and management efficiencies, streamline business operations and decision-making process and enable greater economies of scale.
- (ii) Would lead to creation of a single unified entity with a wider and stronger capital and asset base, having greater capacity for conducting its operations more efficiently and competitively.
- (iii) Reduce the number of companies within the group, as well as achieving a reduction in administrative costs, overheads and multiplicity of legal and regulatory compliances.
- (iv) Enable greater efficiency in cash management by reduction of cash traps at SPV level, which can be deployed more effectively for maximizing shareholder value;
- (v) Will result in increased financial strength and balance sheet and will facilitate financing availability;
- (vi) The group can participate more competitively and efficiently in further growth opportunities.

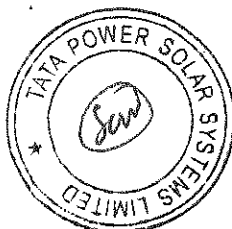
10. This Scheme is divided into the following parts:

- (i) **Part I**, which deals with the introduction and definitions, and sets out the share capital of the Companies;
- (ii) **Part II**, which deals with the Amalgamation of the Amalgamating Company 1 with the Amalgamated Company;
- (iii) **Part III**, which deals with the Amalgamation of the Amalgamating Company 2 with the Amalgamated Company
- (iv) **Part IV**, which deals with the consolidation of authorized capital, accounting treatment and dissolution without winding up of the Amalgamating Companies pursuant to the Amalgamations specified above; and
- (v) **Part V**, which deals with the general terms and conditions applicable to the Scheme.

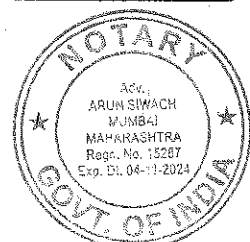
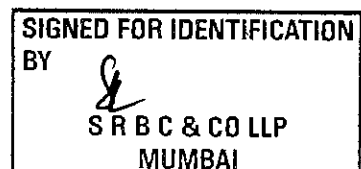
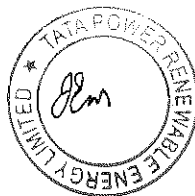
D. Definitions

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


- (i) "Act" shall mean the Companies Act, 2013 as amended from time to time, and shall include any other statutory re-enactment thereof, read with all surviving and applicable provisions of the Companies Act, 1956 and shall include all rules, regulations, circulars, notifications, guidelines made or issued in relation thereto, from time to time;

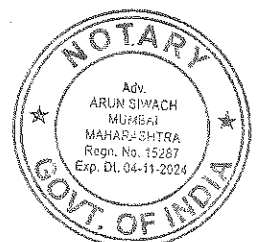
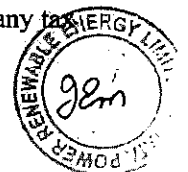
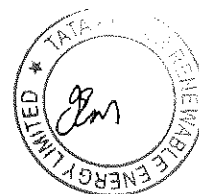
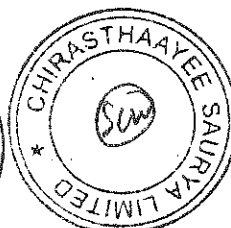
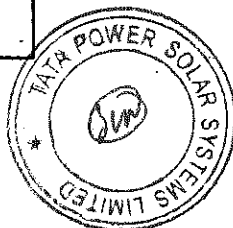


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- (ii) **“Amalgamation”** shall have the meaning ascribed to it in Clause 6(i) above;
- (iii) **“Amalgamated Company”** shall have the meaning ascribed to it in Clause 3 above;
- (iv) **“Amalgamating Companies”** shall have the meaning ascribed to it in Clause 3 above and **“Amalgamating Company”** shall mean either of them, as the case may be;
- (v) **“Amalgamating Company 1”** shall have the meaning ascribed to it in Clause 1 above;
- (vi) **“Amalgamating Company 2”** shall have the meaning ascribed to it in Clause 2 above;
- (vii) **“Applicable Law”** shall mean any applicable law, statute, ordinance, rule, regulation, guideline or policy having the force of law;
- (viii) **“Appointed Date”** shall mean April 1, 2023, or such other date as may be determined mutually by the Boards of the Amalgamated Company and the Amalgamating Companies and as the NCLT may direct/ allow;
- (ix) **“Board”** in relation to any company, means the board of directors of such company and shall, where applicable, include a duly authorized committee of the Board/ officials authorised by the Board;
- (x) **“Effective Date”** means the last of the dates on which all the conditions and matters referred to in Clause 42 occur or have been fulfilled or waived in accordance with this Scheme. Any references in this Scheme to ‘date of coming into effect of the Scheme’ or ‘effectiveness of the Scheme’ or ‘upon the Scheme becoming effective’ shall mean the Effective Date;
- (xi) **“Encumbrance”** or **“Encumber”** means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other agreement or arrangement the effect of which is the creation of security, or any other right to acquire or option, any right of first refusal or any right of pre-emption, or any agreement or arrangement to create any of the same;
- (xii) **“Governmental Authority”** means: (a) any national, federal, provincial, state, city, municipal, county or local government, governmental authority or political subdivision thereof; (b) any agency or instrumentality of any of the authorities referred to in clause (a); (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; or (d) any court or tribunal having jurisdiction and including, without limitation or prejudice to the generality of the foregoing, the NCLT, Securities and Exchange Board of India, Stock Exchanges and any tax authority;

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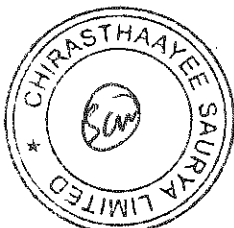
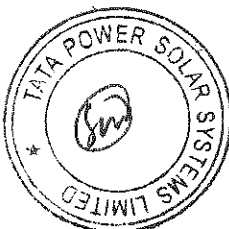
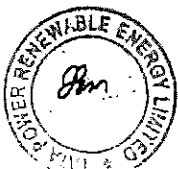


- (xiii) "IT Act" shall mean the Income Tax Act, 1961 or any modifications or re-enactments or amendments thereof from time to time;
- (xiv) "NCLT" shall mean the National Company Law Tribunal having jurisdiction at Mumbai, Maharashtra;
- (xv) "Scheme" means this composite scheme of amalgamation under Sections 230 - 232 of the Act, including any modification or amendment hereto, made in accordance with the terms hereof;
- (xvi) "Stock Exchanges" means the BSE Limited and the National Stock Exchange of India Limited, collectively;
- (xvii) "Tax" or "Taxes" means any and all taxes (direct or indirect), surcharges, fees, levies, duties, tariffs, refund, credits, imposts and other charges of any kind in each case in the nature of a tax, imposed by any Governmental Authority (whether payable directly or by withholding), including taxes based upon or measured by income, windfall or other profits, gross receipts, property, sales, severance, branch profits, customs duties, excise, CENVAT, withholding tax, tax deducted at source, tax collected at source, self-assessment tax, advance tax, service tax, goods and services tax, stamp duty, transfer tax, value-added tax, minimum alternate tax, banking cash transaction tax, securities transaction tax, taxes withheld or paid in a foreign country, customs duty and registration fees (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto).
- (xviii) "TPCL" shall have the meaning ascribed to it in Clause 5 above;

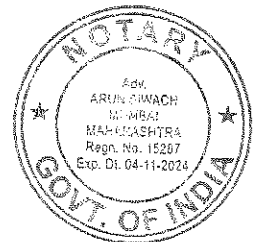
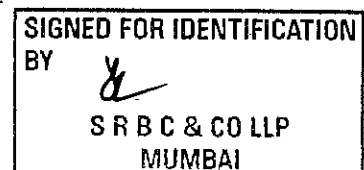
12. Share Capital

- (i) The share capital structure of the Amalgamating Company 1 as on January 23, 2023 is as follows:

Particulars	Amount (in INR)
Authorized Share Capital	
2,50,00,000 equity shares of INR 100 each	2,50,00,00,000
Total	2,50,00,00,000
Issued, Subscribed and Paid up Share Capital	
2,29,77,567 equity shares of INR 100 each	2,29,77,56,700
Total	2,29,77,56,700



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All equity shares of the Amalgamating Company 1 are held by the Amalgamated Company. There has been no change in the share capital of Amalgamating Company 1 as of the date of filing of the Scheme.

- (ii) The share capital structure of the Amalgamating Company 2 as on January 23, 2023 is as follows:


Particulars	Amount (in INR)
Authorized Share Capital	
10,00,000 equity shares of INR 10 each	1,00,00,000
Total	1,00,00,000
Issued, Subscribed and Paid up Share Capital	
10,00,000 equity shares of INR 10 each	1,00,00,000
Total	1,00,00,000

All equity shares of the Amalgamating Company 2 are held by the Amalgamating Company 1. There has been no change in the share capital of Amalgamating Company 2 as of the date of filing of the Scheme.

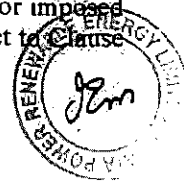
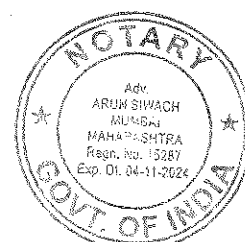
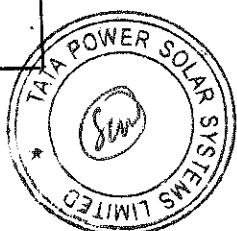
- (iii) The share capital structure of the Amalgamated Company as on January 23, 2023 is as follows:

Particulars	Amount (in INR)
Authorized Share Capital	
2,50,00,00,000 equity shares of INR 10 each	25,00,00,00,000
20,00,00,00,000 preference shares of INR 100 each	20,00,00,00,000
Total	45,00,00,00,000
Issued, Subscribed and Paid up Share Capital	
1,37,94,78,180 equity shares of INR 10 each	13,79,47,81,800
Total	13,79,47,81,800

13. The Scheme in its present form with or without any modification(s) approved or imposed or directed by the NCLT, or made as per the Scheme shall be operative subject to Clause 42, only in the sequence and in the order specified in Clause 44.

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PART II

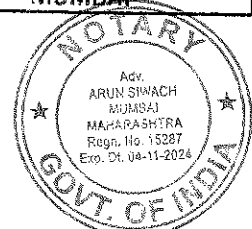
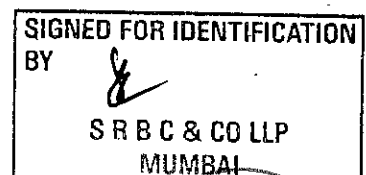
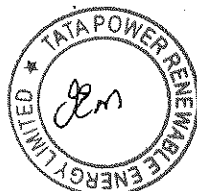
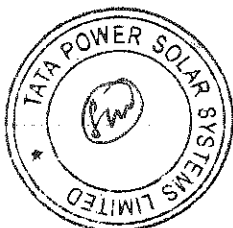
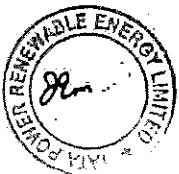
AMALGAMATION OF THE AMALGAMATING COMPANY 1 INTO THE
AMALGAMATED COMPANY

14. Transfer & Vesting

Upon effectiveness of this Scheme and with effect from the Appointed Date, the Amalgamating Company 1 shall stand amalgamated into the Amalgamated Company and their respective assets, liabilities, rights, interests and obligations of the Amalgamating Company 1 shall, pursuant to the provisions of Sections 230 to 232 of the Act, Section 2(1B) of the IT Act and other applicable provisions, if any, be and stand transferred to and vested in the Amalgamated Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, the undertaking of the Amalgamated Company by virtue of and in the manner provided in the Scheme.


15. Transfer of Assets

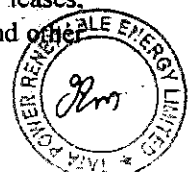
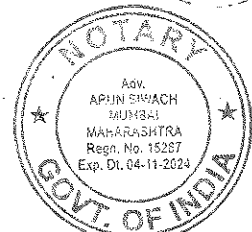
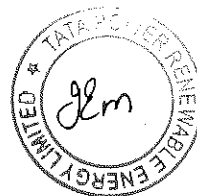
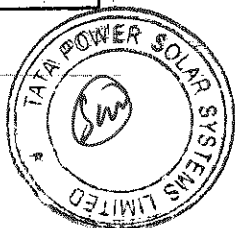
- (i) Without prejudice to the generality of Clause 14 above, with effect from the Appointed Date, all the estate, assets, properties, rights, claims, title, interest and authorities (including any right of way or other easementary rights) of the Amalgamating Company 1, of whatsoever nature and wherever situated, whether or not included in the books of the Amalgamating Company 1 shall, subject to the provisions of this Clause 15 in relation to the mode of vesting and pursuant to provisions of Sections 230 to 232 of the Act and without any further act, deed, matter or thing, be and stand transferred to and vested in or shall be deemed to have been transferred to and vested in the Amalgamated Company as a going concern so as to become as and from the Appointed Date, the estate, assets, properties, rights, claims, title, interest and authorities of the Amalgamated Company.
- (ii) In respect of such of the assets of the Amalgamating Company 1 as are movable in nature (including intangible property such as intellectual property) or are otherwise capable of transfer by delivery of possession, payment or by endorsement and delivery, the same may be so transferred by the Amalgamating Company 1, and shall become the property of the Amalgamated Company with effect from the Appointed Date pursuant to the provisions of Section 230 to 232 of the Act without requiring any deed or instrument of conveyance for transfer of the same. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal, pursuant to this Scheme, as appropriate to the property being vested, and title to the property shall be deemed to have been transferred accordingly.
- (iii) In respect of such of the assets belonging to the Amalgamating Company 1 other than those referred to in sub-clause (ii) above, including sundry debtors, receivables, bills, credits (including tax credits pertaining to direct and indirect tax), loans and advances, if any, whether recoverable in cash or in kind or for value to be received, 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 stand transferred to and vested in the



Amalgamated Company and/or deemed to have been transferred to and vested in the Amalgamated Company, the same shall, as more particularly provided in sub-clause (i) above, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Amalgamated Company with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act. All cheque or negotiable instruments, payment orders etc., received in the name of the Amalgamating Company 1 after the Effective Date shall be accepted by the bankers of the Amalgamated Company and credited to the account of the Amalgamated Company. All cheque or negotiable instruments, payment orders, etc., issued by the Amalgamating Company 1 prior to the Effective Date, shall be, after the Effective Date, dealt with by the bankers of the Amalgamated Company and debited from the account of the Amalgamated Company. All cheque or negotiable instruments, payment orders, etc., issued in favour of the Amalgamating Company 1 prior to the Effective Date, shall be, after the Effective Date, dealt with and honored by the bankers of the Amalgamated Company, as if issued in favour of the Amalgamated Company and credited to the account of the Amalgamated Company.

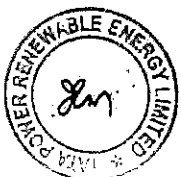
- (iv) All assets, rights, title, interest, investments and properties of the Amalgamating Company 1 as on the Appointed Date, whether or not included in the books of the Amalgamating Company 1, and all assets, rights, title, interest, investments and properties, which are acquired by the Amalgamating Company 1 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 Amalgamated Company, and shall under the provisions of Sections 230 to 232 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 Amalgamated Company upon the coming into effect of the Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- (v) All the licenses, permits, entitlements, approvals, permissions, registrations, consents, incentives, tax deferrals, exemptions and benefits (including but not limited to goods and services tax, sales tax, foreign trade policy), subsidies, concessions, grants, rights, claims, leases, tenancy rights, right of way, easementary rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Amalgamating Company 1 and all rights and benefits that have accrued or which may accrue to the Amalgamating Company 1, whether on, before or after the Appointed Date, including income tax benefits and exemptions, shall, upon the coming into effect of the Scheme and with effect from the Appointed Date, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Amalgamated Company so as to become licenses, permits, entitlements, quotas, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits (including but not limited to goods and services tax, sales tax, foreign trade policy and service tax), subsidies, concessions, grants, rights, claims, leases, tenancy rights, right of way, easementary rights, liberties, special status and other

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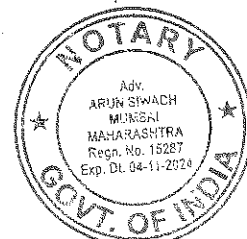
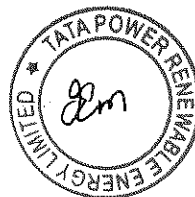
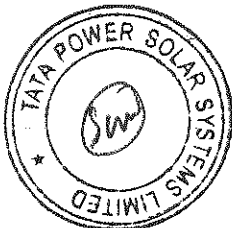


benefits or privileges of the Amalgamated Company and shall remain valid, effective and enforceable by the Amalgamated Company on the same terms and conditions.

- (vi) In so far as various incentives, subsidies, concessions, exemptions, remissions, reductions, export benefits, Foreign Trade Policy related benefits, all indirect tax related benefits, including GST benefits, service tax benefits, all indirect tax related assets / credits, including but not limited to generation based incentives, goods and services tax input credits, service tax input credits, value added/ sales tax/ entry tax credits or set-off, income tax holiday/ benefit/ losses / minimum alternative tax / unabsorbed depreciation and other benefits or exemptions or privileges enjoyed, granted by any Government Authority or by any other person, or availed of by each of the Amalgamating Company 1 are concerned, the same shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, without any further act or deed, vest with and be available to the Amalgamated Company on the same terms and conditions as were available with the Amalgamating Company 1 and as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Amalgamated Company.
- (vii) For the avoidance of doubt and without prejudice to the generality of Clause 15(i) above, it is clarified that, with respect to the immovable properties of the Amalgamating Company 1 in the nature of land and buildings, the Parties shall register the true copy of the orders of the Tribunal approving the Scheme with the offices of the relevant Sub-registrar of Assurances or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to this Clause 15(vii) will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the transfer of any property of the respective Amalgamating Company 1 takes place and the assets and liabilities of the Amalgamating Company 1 shall be transferred solely pursuant to and in terms of this Scheme and the order of the NCLT sanctioning this Scheme.
- (viii) Notwithstanding anything contained in this Scheme, with respect to the immovable properties of the Amalgamating Company 1 in the nature of land and buildings situated in states other than the state of Maharashtra, whether owned or leased, for the purpose of, *inter alia*, payment of stamp duty and vesting in the Amalgamated Company, if the Amalgamated Company so decides, the concerned Parties, whether before or after the Effective Date, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Amalgamated Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value determined by the relevant authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of this Scheme.

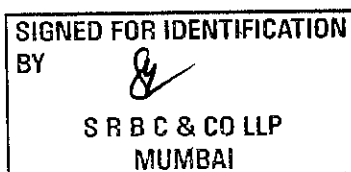


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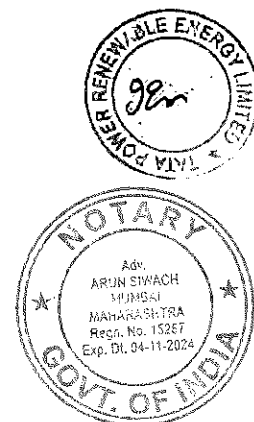
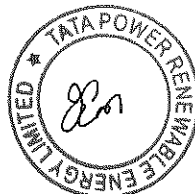
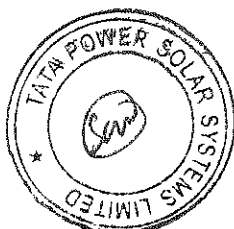


16. **Contracts, Deeds, Licenses etc.**

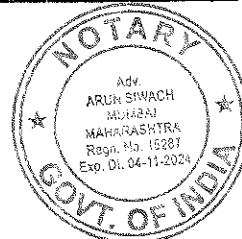
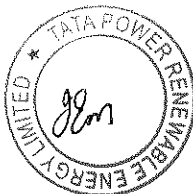
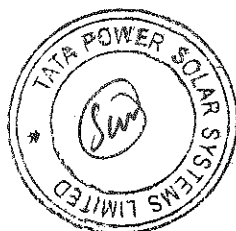
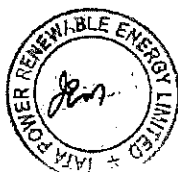
- (i) Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all commitment, sanctions, contracts, deeds, bonds, agreements (including power purchase agreements, module supply agreements, engineering procurement and construction contracts, wheeling agreements, loan agreements, sanction letters), schemes, arrangements and other instruments of whatsoever nature, to which any of the Amalgamating Companies are parties or to the benefit of which the Amalgamating Company 1 may be eligible or for the obligations of which the Amalgamating Company 1 may be liable, 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, as the case may be, of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company 1, the Amalgamated Company had been a party or beneficiary or obligee thereto.
- (ii) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the undertakings of the Amalgamating Company 1 occurs by virtue of this Scheme itself, the Amalgamated 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 (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which any of the Amalgamating Companies are parties or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Amalgamated Company shall, under the provisions of Part II of this Scheme, be deemed to be authorised to execute any such writings as a successor of the Amalgamating Company 1 and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company 1 to be carried out or performed.
- (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 and subject to Applicable Law, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Amalgamating Company 1 shall stand transferred to the Amalgamated Company as if the same were originally given by, issued to or executed in favour of the Amalgamated Company, and the Amalgamated 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 Amalgamated Company.
- (iv) Without prejudice to the provisions of this Scheme, with effect from the Appointed Date, all transactions between the Companies, if any, that have not been completed, shall stand cancelled, and all rights, obligations and liabilities in this regard, whether known or unknown, accrued or contingent shall stand forever extinguished.

17. **Transfer of Liabilities**

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- (i) With effect from the Appointed Date, all debts, liabilities, sanctioned financial facilities, loans raised and used, duties and obligations of the Amalgamating Company 1, whether or not recorded in its books and records shall, 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 and stand transferred to and vested in and be deemed to be transferred to and vested in the Amalgamated Company to the extent that they are outstanding on the Effective Date so as to become as and from the Appointed Date the debts, liabilities, loans, obligations and duties of the Amalgamated Company on the same terms and conditions as were applicable to the Amalgamating Company 1, and the Amalgamated 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 debts or liabilities have arisen in order to give effect to the provisions of this Clause 17.
- (ii) 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 Amalgamating Company 1 and the Amalgamated Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Amalgamated Company.
- (iii) Any reference in any security documents or arrangements (to which the relevant Amalgamating Company is a party) to the Amalgamating Company and its assets and properties, shall be construed as a reference to the Amalgamated Company and the assets and properties of the Amalgamating Company transferred to the Amalgamated Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Amalgamated 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, with the Registrar of Companies to give formal effect to the above provisions, if required.
- (iv) All debentures, bonds, notes or other similar securities of the Amalgamating Company 1 whether convertible into equity or otherwise, shall, without any further act, instrument or deed become the securities of the Amalgamated Company and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in or deemed to be transferred to and vested in and shall be exercisable by or against the Amalgamated Company as if it were the Amalgamating Company. The Board of the Amalgamated Company shall be authorized to take such steps and do all acts, deeds and things in relation to the foregoing.
- (v) Upon the coming into effect of this Scheme, the Amalgamated Company shall be liable to perform all obligations in respect of the liabilities, which have been transferred to it in terms of this Scheme.



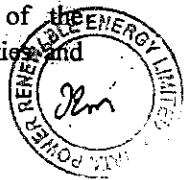
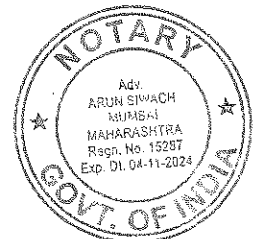
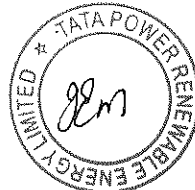
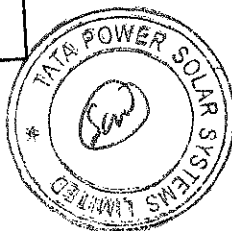
- (vi) It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Amalgamated Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.
- (vii) The provisions of this Clause 17 shall operate 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 or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.
- (viii) Without prejudice to the provisions of the foregoing Clauses the Amalgamated Company shall execute any instrument/s and/or document/s and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the jurisdictional registrar of companies to give formal effect to the above provisions, if required.
- (ix) It is hereby clarified that, unless expressly provided for in this Scheme, 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 debts and liabilities, have arisen, in order to give effect to the provisions of this Clause 17.
- (x) Subject to the coming into effect of this Scheme, the provisions of this Clause 17 shall operate, 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 stand modified and/or superseded by the foregoing provisions.

18. Encumbrances

- (i) The transfer and vesting of the assets comprised in the Amalgamating Company 1 to and in the Amalgamated Company under Clause 14 and Clause 15 of this Scheme shall be subject to the Encumbrances, if any, affecting the same.
- (ii) All Encumbrances, if any, existing prior to the Effective Date over the assets of the Amalgamating Company 1 which secure or relate to the liabilities of the Amalgamating Company 1 shall, after the Effective Date, without any further act, instrument or deed, 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 Amalgamated Company. Provided that if any of the assets of the Amalgamating Company 1 have not been Encumbered in respect of the liabilities, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Amalgamated Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- (iii) The existing Encumbrances over the other assets and properties of the Amalgamated Company or any part thereof which relate to the liabilities and

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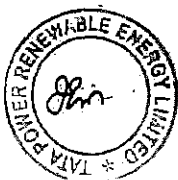
obligations of the Amalgamated Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Amalgamating Company 1 transferred to and vested in the Amalgamated Company by virtue of the Scheme.

19. **Legal, taxation and other proceedings**

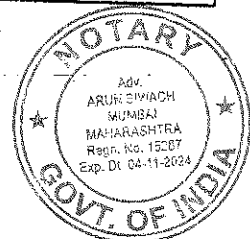
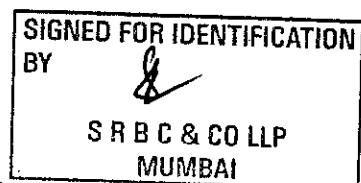
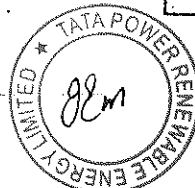
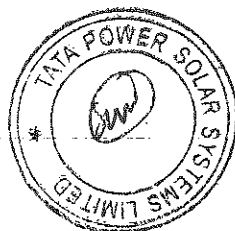
- (i) Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal or courts), by or against the Amalgamating Company 1, under any statute, pending on the Effective Date, shall be continued and enforced by or against the Amalgamated Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against, as the case may be, the Amalgamated Company.
- (ii) The Amalgamated Company shall have all legal, taxation or other proceedings initiated by or against the Amalgamating Company 1 referred to in Clause 19(i) above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Amalgamated Company, as a successor of the Amalgamating Company 1.

20. **Employees**

- (i) Upon the coming into effect of this Scheme, all the employees of the Amalgamating Company 1 (collectively referred to as "**Amalgamating Company 1 Employees**") shall become the employees of the Amalgamated Company, subject to the provisions hereof without any break in their service and on the basis of continuity of service and, on terms and conditions no less favourable than those on which they are engaged by the Amalgamating Company 1 and without any interruption of service as a result of the Amalgamation. For the purpose of payment of any compensation, employee stock options, gratuity and other terminal benefits, the uninterrupted past services of such Amalgamating Company 1 Employees with the Amalgamating Company 1 shall also be taken into account and paid (as and when payable) by the Amalgamated Company.
- (ii) It is expressly provided that, on the Scheme becoming effective, insofar as the provident fund, gratuity fund, superannuation fund, employee stock options, or any other special fund or trusts, if any, created or existing for the benefit of the staff and employees of the Amalgamating Company 1 are concerned, such proportion of the investments made in the funds and liabilities which are attributable/referable to the transferred employees engaged by Amalgamating Company 1 (collectively referred to as the "**Funds**") shall be transferred to the similar funds created and/or nominated by the Amalgamated Company and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Amalgamated Company, maintained as separate funds by the Amalgamated Company. Pending the transfer as aforesaid, the funds of the Amalgamating Company 1 Employees may be continued to be deposited in the existing relevant funds of the Amalgamating Company 1.




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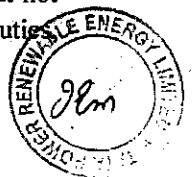
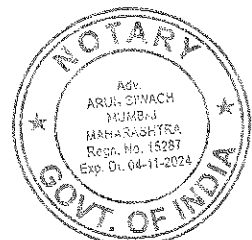
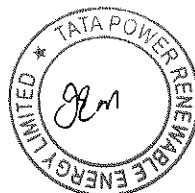
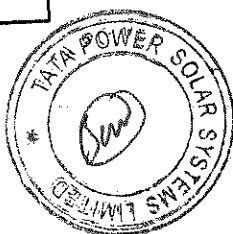
- (iii) In relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the employees, the Amalgamated Company shall stand substituted for the Amalgamating Company 1, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such transferred employees.
- (iv) In relation to those Amalgamating Company 1 Employees who are not covered under the provident fund trust of the Amalgamating Company or who do not enjoy the benefit of any other provident fund trust, and for whom the Amalgamating Company 1 are making contributions to the government provident fund, the Amalgamated Company shall stand substituted for the respective Amalgamating Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such employees, such that all the rights, duties, powers and obligations of the respective Amalgamating Company in relation to such provident fund trust shall become those of the Amalgamated Company.
- (v) The Amalgamated Company shall continue to abide by any agreement/settlement, if any, entered into by the Amalgamating Company 1 with any union/employee of the Amalgamating Company 1.
- (vi) Notwithstanding the aforesaid, the Board of the Amalgamated Company, if it deems fit and subject to Applicable Law, shall be entitled to:
- (a) retain separate trusts or funds within the Amalgamated Company for the erstwhile fund(s) of the Amalgamating Company 1; or
 - (b) merge the pre-existing funds of the Amalgamating Company 1 with other similar funds of the Amalgamated Company.

21. Treatment of Taxes

- (i) All the profits or income taxes (including advance tax, tax deducted at source, tax collected at source, foreign tax credits, dividend distribution tax, minimum alternate tax credit and any credit for dividend distribution tax on dividend received by the Amalgamating Company 1 from the Amalgamating Company 2), all input credit balances (including but not limited to CENVAT/MODVAT, sales tax, applicable excise and customs duties, SGST, IGST and CGST credits under the goods and service tax laws) or any costs, charges, expenditure accruing to the Amalgamating Company 1 in India and abroad or expenditure or losses arising or incurred or suffered by the respective Amalgamating Company 1 shall for all purpose be treated and be deemed to be and accrue as the profits or income taxes (including advance tax, tax deducted at source, tax collected at source, foreign tax credits, dividend distribution tax, minimum alternate tax credit and any credit for dividend distribution tax on dividend received by the Amalgamating Company 1 from the Amalgamating Company 2), all input credit balances (including but not limited to CENVAT/MODVAT, sales tax, applicable excise and customs duties

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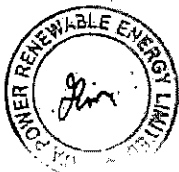
SGST, IGST and CGST credits under the goods and service tax laws) or any costs, charges, expenditure of the Amalgamated Company, as the case may be;

- (ii) If the Amalgamating Company 1 is entitled to any benefits (including but not limited to availment of exemption or concessional rate of duty / taxes) under incentive schemes and policies / regulations (viz. project import regulations etc.) under Tax, all such benefits under all such incentive schemes and policies shall be available and stand vested in the Amalgamated Company.
- (iii) Upon the Scheme becoming effective, the Amalgamated Company shall have the right to revise its financial statements and returns along with prescribed forms, filings and annexures under the Tax and to claim refunds and/or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme. The Amalgamated Company is expressly permitted to revise and file its income tax returns and other statutory returns, even beyond the due date, if required, including tax deducted / collected at source returns, service tax returns, excise tax returns, sales tax / value added tax / goods and services tax returns, as may be applicable and has expressly reserved the right to make such provision in its returns and to claim refunds, advance tax credits, credit of tax deducted at source, credit of foreign Taxes paid/withheld, etc. if any, as may be required for the purposes of implementation of the Scheme.
- (iv) It is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, etc., the Amalgamating Company 1, shall, if so required by the Amalgamated Company, issue notices in such form as the Amalgamated Company may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme under Sections 230 to 232 of the Act, the relevant refund, benefit, incentive, grant, subsidies, be paid or made good or held on account of the Amalgamated Company, as the person entitled thereto, to the end and intent that the right of the Amalgamating Company 1, to recover or realise the same, stands transferred to the Amalgamated Company.

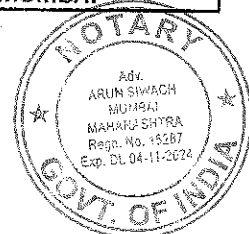
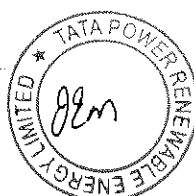
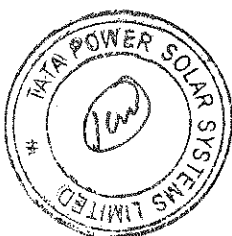
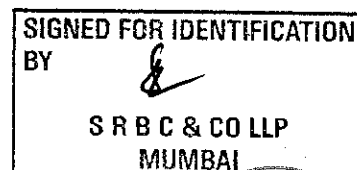
22. Conduct

During the period between the approval of the Scheme by the Board of the Amalgamating Company 1 and the Effective Date, with effect from the Appointed Date and up to and including the Effective Date:

- (i) The Amalgamating Company 1 shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of their respective undertakings for and on account of, and in trust for, the Amalgamated Company unless otherwise provided in any other applicable laws;
- (ii) all profits and income accruing or arising to the Amalgamating Company 1, and losses and expenditure arising or incurred by it for such period shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure, as the case may be, of the Amalgamated Company unless otherwise provided in any other applicable laws;



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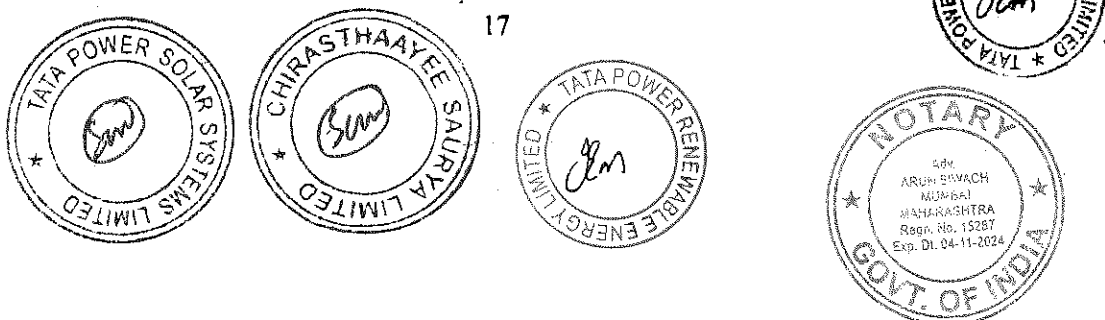


(iii) any of the rights, powers, authorities or privileges exercised by the Amalgamating Company 1 shall be deemed to have been exercised by the Amalgamating Company 1, for and on behalf of, and in trust for and as an agent of the Amalgamated Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Amalgamating Company 1 shall be deemed to have been undertaken for and on behalf of and as an agent of the Amalgamated Company unless otherwise provided in any other applicable laws.

23. **Saving of concluded transactions**

The transfer and vesting of the undertakings of the Amalgamating Company 1 as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Amalgamating Company 1 on or before the Appointed Date, and the Amalgamated Company accepts and adopts all acts, deeds and things made, done and executed by the Amalgamating Company 1.

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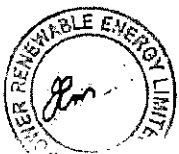
PART III

AMALGAMATION OF THE AMALGAMATING COMPANY 2 INTO THE
AMALGAMATED COMPANY24. **Transfer & Vesting**

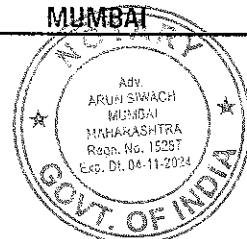
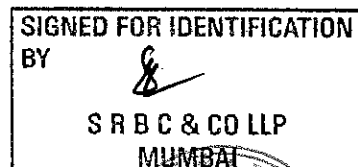
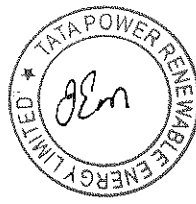
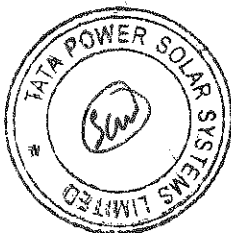
Upon effectiveness of this Scheme and with effect from the Appointed Date, the Amalgamating Company 2 shall stand amalgamated into the Amalgamated Company and their respective assets, liabilities, rights, interests and obligations of the Amalgamating Company 2 shall, pursuant to the provisions of Sections 230 to 232 of the Act, Section 2(1B) of the IT Act and other applicable provisions, if any, be and stand transferred to and vested in the Amalgamated Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, the undertaking of the Amalgamated Company by virtue of and in the manner provided in the Scheme.

25. **Transfer of Assets**

- (i) Without prejudice to the generality of Clause 24 above, with effect from the Appointed Date, all the estate, assets, properties, rights, claims, title, interest and authorities (including any right of way or other easementary rights) of the Amalgamating Company 2, of whatsoever nature and wherever situated, whether or not included in the books of the Amalgamating Company 2 shall, subject to the provisions of this Clause 25 in relation to the mode of vesting and pursuant to provisions of Sections 230 to 232 of the Act and without any further act, deed, matter or thing, be and stand transferred to and vested in or shall be deemed to have been transferred to and vested in the Amalgamated Company as a going concern so as to become as and from the Appointed Date, the estate, assets, properties, rights, claims, title, interest and authorities of the Amalgamated Company.
- (ii) In respect of such of the assets of the Amalgamating Company 2 as are movable in nature (including intangible property such as intellectual property) or are otherwise capable of transfer by delivery of possession, payment or by endorsement and delivery, the same may be so transferred by the Amalgamating Company 2, and shall become the property of the Amalgamated Company with effect from the Appointed Date pursuant to the provisions of Section 230 to 232 of the Act without requiring any deed or instrument of conveyance for transfer of the same. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal, pursuant to this Scheme, as appropriate to the property being vested, and title to the property shall be deemed to have been transferred accordingly.
- (iii) In respect of such of the assets belonging to the Amalgamating Company 2 other than those referred to in sub-clause (ii) above, including sundry debtors, receivables, bills, credits (including tax credits pertaining to direct and indirect tax), loans and advances, if any, whether recoverable in cash or in kind or for value to be received, 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 stand transferred to and vested in the




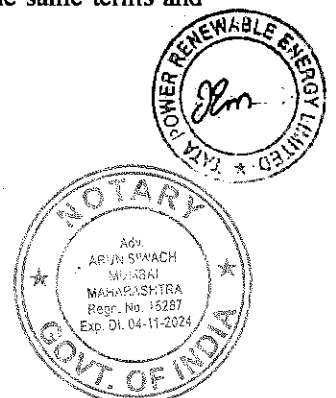
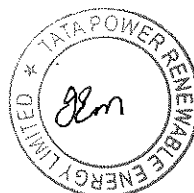
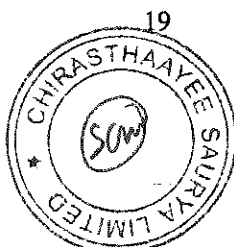
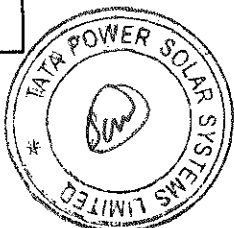
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Amalgamated Company and/or deemed to have been transferred to and vested in the Amalgamated Company, the same shall, as more particularly provided in sub-clause (i) above, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Amalgamated Company with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act. All cheque or negotiable instruments, payment orders etc., received in the name of the Amalgamating Company 2 after the Effective Date shall be accepted by the bankers of the Amalgamated Company and credited to the account of the Amalgamated Company. All cheque or negotiable instruments, payment orders, etc., issued in favour of the Amalgamating Company 2 prior to the Effective Date, shall be, after the Effective Date, dealt with and honoured by the bankers of the Amalgamated Company, as if issued in favour of the Amalgamated Company and credited to the account of the Amalgamated Company.

- (iv) All assets, rights, title, interest, investments and properties of the Amalgamating Company 2 as on the Appointed Date, whether or not included in the books of the Amalgamating Company 2, and all assets, rights, title, interest, investments and properties, which are acquired by the Amalgamating Company 2 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 Amalgamated Company, and shall under the provisions of Sections 230 to 232 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 Amalgamated Company upon the coming into effect of the Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- (v) All the licenses, permits, entitlements, approvals, permissions, registrations, consents, incentives, tax deferrals, exemptions and benefits (including but not limited to goods and services tax, sales tax, foreign trade policy), subsidies, concessions, grants, rights, claims, leases, tenancy rights, right of way, easementary rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Amalgamating Company 2 and all rights and benefits that have accrued or which may accrue to the Amalgamating Company 2, whether on, before or after the Appointed Date, including income tax benefits and exemptions, shall, upon the coming into effect of the Scheme and with effect from the Appointed Date, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Amalgamated Company so as to become licenses, permits, entitlements, quotas, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits (including but not limited to goods and services tax, sales tax, foreign trade policy and service tax), subsidies, concessions, grants, rights, claims, leases, tenancy rights, right of way, easementary rights, liberties, special status and other benefits or privileges of the Amalgamated Company and shall remain valid, effective and enforceable by the Amalgamated Company on the same terms and conditions.

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- (vi) In so far as various incentives, subsidies, concessions, exemptions, remissions, reductions, export benefits, Foreign Trade Policy related benefits, all indirect tax related benefits, including GST benefits, service tax benefits, all indirect tax related assets / credits, including but not limited to generation based incentives, goods and services tax input credits, service tax input credits, value added/ sales tax/ entry tax credits or set-off, income tax holiday/ benefit/ losses / minimum alternative tax/ unabsorbed depreciation and other benefits or exemptions or privileges enjoyed, granted by any Government Authority or by any other person, or availed of by each of the Amalgamating Company 2 are concerned, the same shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, without any further act or deed, vest with and be available to the Amalgamated Company on the same terms and conditions as were available with the Amalgamating Company 2 and as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Amalgamated Company.
- (vii) For the avoidance of doubt and without prejudice to the generality of Clause 25(i) above, it is clarified that, with respect to the immovable properties of the Amalgamating Company 2 in the nature of land and buildings, the Parties shall register the true copy of the orders of the Tribunal approving the Scheme with the offices of the relevant Sub-registrar of Assurances or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to this Clause will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the transfer of any property of the respective Amalgamating Company 2 takes place and the assets and liabilities of the Amalgamating Company 2 shall be transferred solely pursuant to and in terms of this Scheme and the order of the NCLT sanctioning this Scheme.
- (viii) Notwithstanding anything contained in this Scheme, with respect to the immovable properties of the Amalgamating Company 2 in the nature of land and buildings situated in states other than the state of Maharashtra, whether owned or leased, for the purpose of, *inter alia*, payment of stamp duty and vesting in the Amalgamated Company, if the Amalgamated Company so decides, the concerned Parties, whether before or after the Effective Date, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Amalgamated Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value determined by the relevant authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of this Scheme.

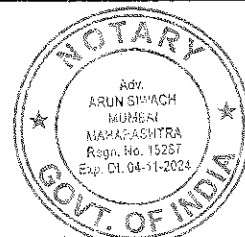
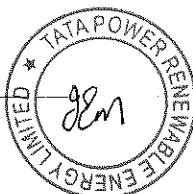
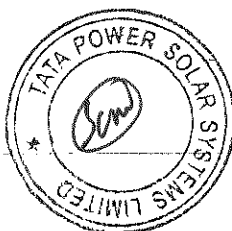
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Contracts, Deeds, Licenses etc.

- (i) Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all commitment, sanctions, contracts, deeds, bonds, agreements



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(including power purchase agreements, wheeling agreements, loan agreements, sanction letters), schemes, arrangements and other instruments of whatsoever nature, to which the Amalgamating Company 2 is a party or to the benefit of which the Amalgamating Company 2 may be eligible or for the obligations of which the Amalgamating Company 2 may be liable, 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, as the case may be, of the Amalgamated Company and may be enforced as fully and effectually as if, instead of the Amalgamating Company 2, the Amalgamated Company had been a party or beneficiary or obligee thereto.

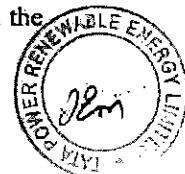
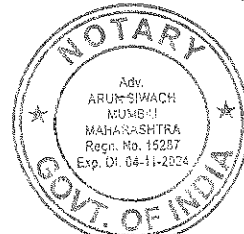
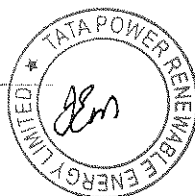
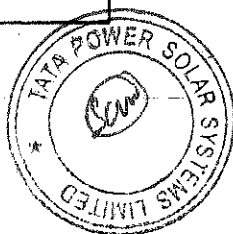
- (ii) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the undertakings of the Amalgamating Company 2 occurs by virtue of this Scheme itself, the Amalgamated Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Amalgamating Company 2 is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Amalgamated Company shall, under the provisions of Part III of this Scheme, be deemed to be authorised to execute any such writings as a successor of the Amalgamating Company 2 and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Company 2 to be carried out or performed.
- (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 and subject to Applicable Law, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Amalgamating Company 2 shall stand transferred to the Amalgamated Company as if the same were originally given by, issued to or executed in favour of the Amalgamated Company, and the Amalgamated 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 Amalgamated Company.
- (iv) Without prejudice to the provisions of this Scheme, with effect from the Appointed Date, all transactions between the Companies, if any, that have not been completed, shall stand cancelled, and all rights, obligations and liabilities in this regard, whether known or unknown, accrued or contingent shall stand forever extinguished.

27. Transfer of Liabilities

- (i) With effect from the Appointed Date, all debts, liabilities, sanctioned financial facilities, loans raised and used, duties and obligations of the Amalgamating Company 2, whether or not recorded in its books and records shall, 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 and stand transferred to and vested in and be deemed to be transferred to and vested in the

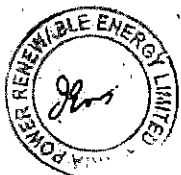
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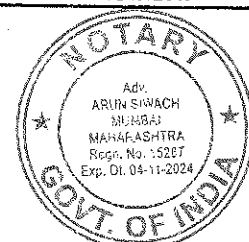
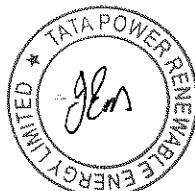
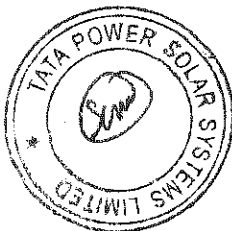


Amalgamated Company to the extent that they are outstanding on the Effective Date so as to become as and from the Appointed Date the debts, liabilities, loans, obligations and duties of the Amalgamated Company on the same terms and conditions as were applicable to the Amalgamating Company 2, and the Amalgamated 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 debts or liabilities have arisen in order to give effect to the provisions of this Clause 27.

- (ii) 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 Amalgamating Company 2 and the Amalgamated Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Amalgamated Company.
- (iii) Any reference in any security documents or arrangements (to which the relevant Amalgamating Company is a party) to the Amalgamating Company and its assets and properties, shall be construed as a reference to the Amalgamated Company and the assets and properties of the Amalgamating Company transferred to the Amalgamated Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Amalgamated 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, with the Registrar of Companies to give formal effect to the above provisions, if required.
- (iv) All debentures, bonds, notes or other similar securities of the Amalgamating Company 2 whether convertible into equity or otherwise, shall, without any further act, instrument or deed become the securities of the Amalgamated Company and all rights, powers, duties and obligations in relation thereto shall stand transferred to and vested in or deemed to be transferred to and vested in and shall be exercisable by or against the Amalgamated Company as if it were the Amalgamating Company. The Board of the Amalgamated Company shall be authorized to take such steps and do all acts, deeds and things in relation to the foregoing.
- (v) Upon the coming into effect of this Scheme, the Amalgamated Company shall be liable to perform all obligations in respect of the liabilities, which have been transferred to it in terms of this Scheme.
- (vi) It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Amalgamated Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.
- (vii) The provisions of this Clause 27 shall operate 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 or the



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terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

- (viii) Without prejudice to the provisions of the foregoing Clauses the Amalgamated Company shall execute any instrument/s and/or document/s and/or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the jurisdictional registrar of companies to give formal effect to the above provisions, if required.
- (ix) It is hereby clarified that, unless expressly provided for in this Scheme, 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 debts and liabilities, have arisen, in order to give effect to the provisions of this Clause 27.
- (x) Subject to the coming into effect of this Scheme, the provisions of this Clause 27 shall operate, 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 stand modified and/or superseded by the foregoing provisions.

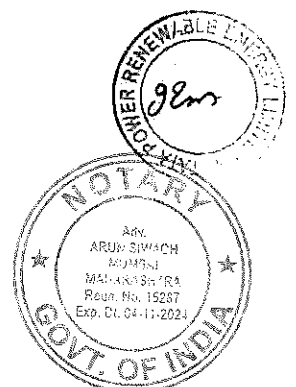
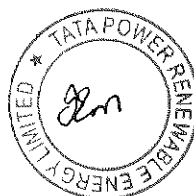
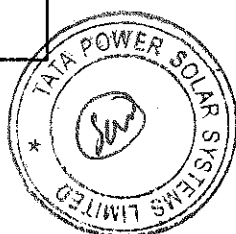
28. Encumbrances

- (i) The transfer and vesting of the assets comprised in the Amalgamating Company 2 to and in the Amalgamated Company under Clause 24 and Clause 25 of this Scheme shall be subject to the Encumbrances, if any, affecting the same.
- (ii) All Encumbrances, if any, existing prior to the Effective Date over the assets of the Amalgamating Company 2 which secure or relate to the liabilities of the Amalgamating Company 2 shall, after the Effective Date, without any further act, instrument or deed, 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 Amalgamated Company. Provided that if any of the assets of the Amalgamating Company 2 have not been Encumbered in respect of the liabilities, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Amalgamated Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- (iii) The existing Encumbrances over the other assets and properties of the Amalgamated Company or any part thereof which relate to the liabilities and obligations of the Amalgamated 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 Amalgamating Company 2 transferred to and vested in the Amalgamated Company by virtue of the Scheme.

29. Legal, taxation and other proceedings

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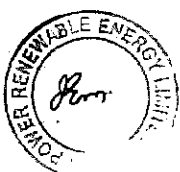
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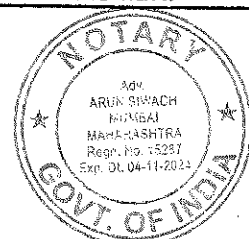
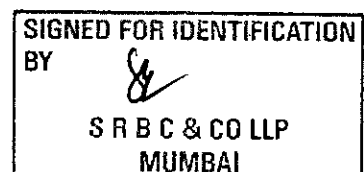
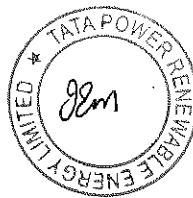
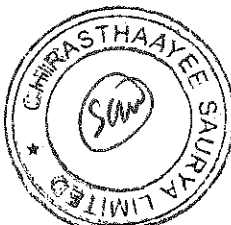
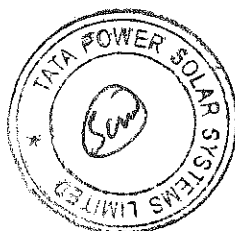
- (i) Upon the coming into effect of this Scheme, all legal, taxation or other proceedings, whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal or courts), by or against the Amalgamating Company 2, under any statute, pending on the Effective Date, shall be continued and enforced by or against the Amalgamated Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against, as the case may be, the Amalgamated Company.
- (ii) The Amalgamated Company shall have all legal, taxation or other proceedings initiated by or against the Amalgamating Company 2 referred to in Clause 29(i) above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued, prosecuted and enforced by or against the Amalgamated Company, as a successor of the Amalgamating Company 2.

30. Employees

- (i) Upon the coming into effect of this Scheme, all the employees of the Amalgamating Company 2 (collectively referred to as "Amalgamating Company 2 Employees") shall become the employees of the Amalgamated Company, subject to the provisions hereof without any break in their service and on the basis of continuity of service and, on terms and conditions no less favourable than those on which they are engaged by the Amalgamating Company 2 and without any interruption of service as a result of the Amalgamation. For the purpose of payment of any compensation, employee stock options, gratuity and other terminal benefits, the uninterrupted past services of such Amalgamating Company 2 Employees with the Amalgamating Company 2 shall also be taken into account and paid (as and when payable) by the Amalgamated Company.
- (ii) It is expressly provided that, on the Scheme becoming effective, insofar as the provident fund, gratuity fund, superannuation fund, employee stock options, or any other special fund or trusts, if any, created or existing for the benefit of the staff and employees of the Amalgamating Company 2 are concerned, such proportion of the investments made in the funds and liabilities which are attributable/referable to the transferred employees engaged by Amalgamating Company 2 (collectively referred to as the "Funds") shall be transferred to the similar funds created and/or nominated by the Amalgamated Company and shall be held for their benefit pursuant to this Scheme, or at the sole discretion of the Amalgamated Company, maintained as separate funds by the Amalgamated Company. Pending the transfer as aforesaid, the funds of the Amalgamating Company 2 Employees may be continued to be deposited in the existing relevant funds of the Amalgamating Company 2.
- (iii) In relation to any other fund (including any funds set up by the government for employee benefits) created or existing for the benefit of the employees, the Amalgamated Company shall stand substituted for the Amalgamating Company 2, for all purposes whatsoever, including relating to the obligation to make contributions to the said funds in accordance with the provisions of such scheme, funds, bye laws, etc. in respect of such transferred employees.




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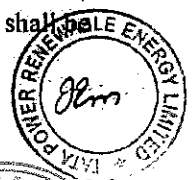
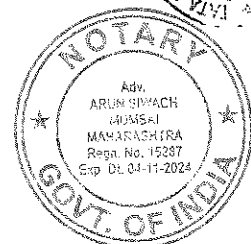
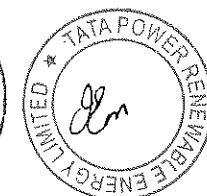
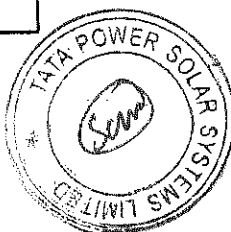
- (iv) In relation to those Amalgamating Company 2 Employees who are not covered under the provident fund trust of the Amalgamating Company or who do not enjoy the benefit of any other provident fund trust, and for whom the Amalgamating Company 2 are making contributions to the government provident fund, the Amalgamated Company shall stand substituted for the respective Amalgamating Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such employees, such that all the rights, duties, powers and obligations of the respective Amalgamating Company in relation to such provident fund trust shall become those of the Amalgamated Company.
- (v) The Amalgamated Company shall continue to abide by any agreement/settlement, if any, entered into by the Amalgamating Company 2 with any union/employee of the Amalgamating Company 2.
- (vi) Notwithstanding the aforesaid, the Board of the Amalgamated Company, if it deems fit and subject to Applicable Law, shall be entitled to:
- retain separate trusts or funds within the Amalgamated Company for the erstwhile fund(s) of the Amalgamating Company 2; or
 - merge the pre-existing funds of the Amalgamating Company 2 with other similar funds of the Amalgamated Company.

31. Treatment of Taxes

- (i) All the profits or income taxes (including advance tax, tax deducted at source, tax collected at source, foreign tax credits, dividend distribution tax, minimum alternate tax credit and any credit for dividend distribution tax on dividend received by the Amalgamating Company 2 from subsidiary/ies, if any), all input credit balances (including but not limited to CENVAT/MODVAT, sales tax, applicable excise and customs duties, SGST, IGST and CGST credits under the goods and service tax laws) or any costs, charges, expenditure accruing to the Amalgamating Company 2 in India and abroad or expenditure or losses arising or incurred or suffered by the respective Amalgamating Company 2 shall for all purpose be treated and be deemed to be and accrue as the profits or income taxes (including advance tax, tax deducted at source, tax collected at source, foreign tax credits, dividend distribution tax, minimum alternate tax credit and any credit for dividend distribution tax on dividend received by the Amalgamating Company 2 from subsidiary/ies, if any), all input credit balances (including but not limited to CENVAT/MODVAT, sales tax, applicable excise and customs duties, SGST, IGST and CGST credits under the goods and service tax laws) or any costs, charges, expenditure of the Amalgamated Company, as the case may be;
- (ii) If the Amalgamating Company 2 is entitled to any benefits (including but not limited to availment of exemption or concessional rate of duty / taxes) under incentive schemes and policies / regulations (viz. project import regulations etc.) under Tax, all such benefits under all such incentive schemes and policies shall be available and stand vested in the Amalgamated Company.

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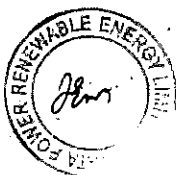


- (iii) Upon the Scheme becoming effective, the Amalgamated Company shall have the right to revise its financial statements and returns along with prescribed forms, filings and annexures under the Tax and to claim refunds and/or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme. The Amalgamated Company is expressly permitted to revise and file its income tax returns and other statutory returns, even beyond the due date, if required, including tax deducted / collected at source returns, service tax returns, excise tax returns, sales tax / value added tax / goods and services tax returns, as may be applicable and has expressly reserved the right to make such provision in its returns and to claim refunds, advance tax credits, credit of tax deducted at source, credit of foreign Taxes paid/withheld, etc. if any, as may be required for the purposes of implementation of the Scheme.
- (iv) It is hereby clarified that in case of any refunds, benefits, incentives, grants, subsidies, etc., the Amalgamating Company 2, shall, if so required by the Amalgamated Company, issue notices in such form as the Amalgamated Company may deem fit and proper stating that pursuant to the Tribunal having sanctioned this Scheme under Sections 230 to 232 of the Act, the relevant refund, benefit, incentive, grant, subsidies, be paid or made good or held on account of the Amalgamated Company, as the person entitled thereto, to the end and intent that the right of the Amalgamating Company 2, to recover or realise the same, stands transferred to the Amalgamated Company.

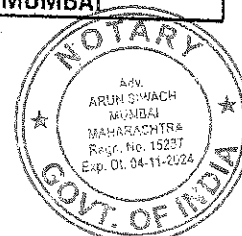
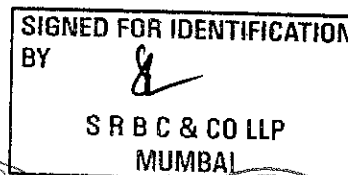
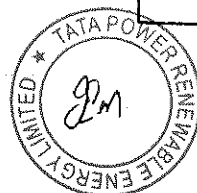
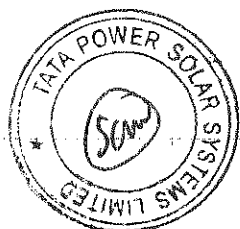
32. Conduct

During the period between the approval of the Scheme by the Board of the Amalgamating Company 2 and the Effective Date, with effect from the Appointed Date and up to and including the Effective Date:

- (i) The Amalgamating Company 2 shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of their respective undertakings for and on account of, and in trust for, the Amalgamated Company unless otherwise provided in any other applicable laws;
- (ii) all profits and income accruing or arising to the Amalgamating Company 2, and losses and expenditure arising or incurred by it for such period shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure, as the case may be, of the Amalgamated Company unless otherwise provided in any other applicable laws;
- (iii) any of the rights, powers, authorities or privileges exercised by the Amalgamating Company 2 shall be deemed to have been exercised by the Amalgamating Company 2, for and on behalf of, and in trust for and as an agent of the Amalgamated Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Amalgamating Company 2 shall be deemed to have been undertaken for and on behalf of and as an agent of the Amalgamated Company unless otherwise provided in any other applicable laws.




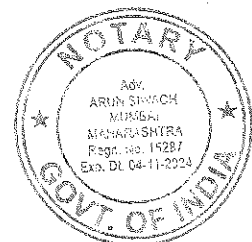
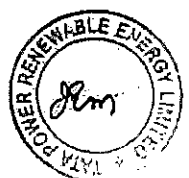
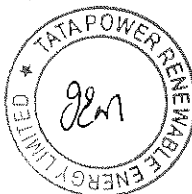
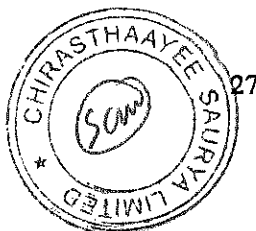
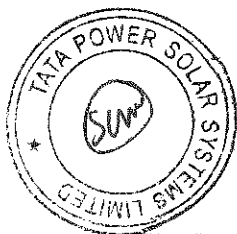
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33. **Saving of concluded transactions**

The transfer and vesting of the undertakings of the Amalgamating Company 2 as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Amalgamating Company 2 on or before the Appointed Date, and the Amalgamated Company accepts and adopts all acts, deeds and things made, done and executed by the Amalgamating Company 2.

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PART IV

CHANGES TO THE SHARE CAPITAL OF THE COMPANIES

34. Cancellation of Shares of the Amalgamating Companies

Upon the Scheme coming into effect, all equity shares of the Amalgamating Companies held by the Amalgamated Company (including through nominees) shall stand cancelled without any further application, act or deed. It is clarified that no new shares shall be issued or payment made in cash or in kind whatsoever in lieu of such shares held in the Amalgamating Companies. For avoidance of doubt, it is hereby further clarified that:

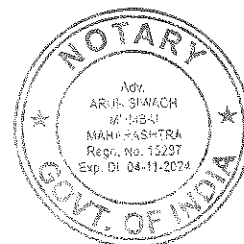
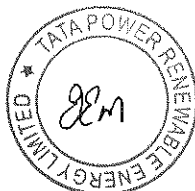
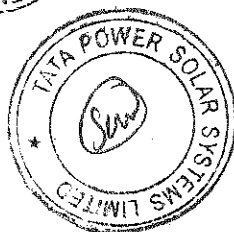
- (i) Upon completion of Part II of the Scheme, all equity shares of the Amalgamating Company 1 held by the Amalgamated Company (including through nominees) shall stand cancelled and all equity shares of Amalgamating Company 2 shall be deemed to be held by the Amalgamated Company; and
- (ii) Upon completion of Part III of the Scheme, all equity shares of the Amalgamating Company 2 held by the Amalgamated Company (including through nominees) shall stand cancelled.

35. Consolidation of the authorised share capital of the Amalgamating Companies with the authorised capital of the Amalgamated Company

As an integral part of the Scheme, and upon this Scheme becoming effective, the authorised share capital of the Amalgamated Company shall automatically stand increased, without any further act, instrument, writing, resolution or deed on the part of the Amalgamated Company including payment of stamp duty and fees payable to the Registrar of Companies, by an amount equal to the authorised share capital of the Amalgamating Companies, such that upon the effectiveness of the Scheme, the authorised share capital of the Amalgamated Company shall stand increased by the extent of an aggregate amount of INR 2,51,00,00,000, without any further act, deed, resolution or writing.

36. Amendment of the memorandum of association of the Amalgamated Company

- (i) Pursuant to the consolidation and increase of authorised capital pursuant to Clause 35 above, the memorandum of association of the Amalgamated Company (relating to the authorized share capital) shall, without any requirement of a further act, instrument or deed, be and stand altered, modified and amended, such that Clause V(a) of the memorandum of association of the Amalgamated Company shall reflect such increase in authorized share capital as provided in Clause 35 above.
- (ii) It is clarified that the consent of the shareholders of the Amalgamated Company to this Scheme shall be deemed to be sufficient for the purposes of effecting the aforementioned amendments and the increase of authorised capital of the Amalgamated Company pursuant to Clauses 35 and 36, and no further resolution(s) under Sections 4, 13, 14 and 61 and all other applicable provisions of the Act, if any, would be required to be separately passed.




- (iii) In accordance with Section 232 (3)(i) of the Act and Applicable Law, the stamp duties and/ or fees (including registration fee) paid on the authorised share capital of the Amalgamating Companies shall be utilized and applied to the increased authorised share capital of the Amalgamated Company pursuant to Clause 35 above and no additional stamp duties and/or fees would be payable for the increase in the authorised share capital of the Amalgamated Company to the extent of the authorised share capital of the Amalgamating Companies, pursuant to the Scheme.

37. Accounting Treatment

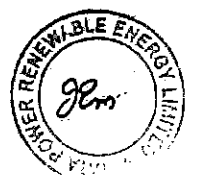
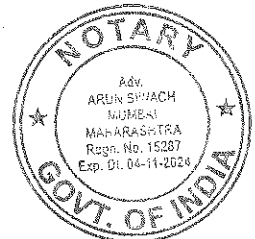
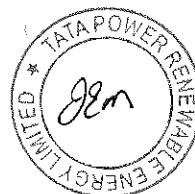
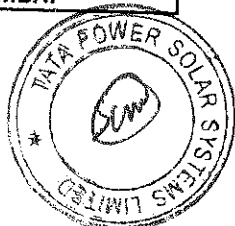
(a) Accounting treatment in the books of Amalgamated Company:

Upon the Scheme coming into effect, the Amalgamated Company shall account for the amalgamation of the Amalgamating Companies by applying principles of Indian Accounting Standards notified under Section 133 of the Companies Act, 2013, under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time, in its books of accounts such that:

- (i) The Amalgamated Company shall record the assets and liabilities, if any, of the Amalgamating Companies vested in it pursuant to this Scheme, at the carrying values as appearing in the consolidated financial statements of the Amalgamated Company;
- (ii) The identity of the reserves pertaining to the each of the Amalgamating Companies, shall be preserved and the Amalgamated Company shall record the reserves of the each of Amalgamating Companies in the same form and at the carrying values as appearing in the consolidated financial statements of the Amalgamated Company;
- (iii) Pursuant to the amalgamation of each of the Amalgamating Companies with the Amalgamated Company, the inter-company balances between the Amalgamated Company and/or each of the Amalgamating Companies, if any, appearing in the books of each of the Amalgamating Companies and/or the Amalgamated Company shall stand cancelled.
- (iv) The value of investments held by the Amalgamated Company in all of the Amalgamating Companies shall stand cancelled pursuant to amalgamation.
- (v) The surplus/deficit, if any arising after taking the effect of Clauses 37(a) (i), (ii) and (iv), and after adjustment of Clause 37(a) (iii) shall be transferred to Capital Restructuring Reserve" in the financial statements of the Amalgamated Company and should be presented separately from other capital reserves with disclosure of its nature and purpose in the notes;
- (vi) In case of any differences in accounting policy between each of the Amalgamating Companies and Amalgamated Company, the accounting policies followed by the Amalgamated Company shall prevail to ensure that the financial statements of Amalgamated Company reflect the financial position on consistent accounting policies.

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- (vii) Comparative financial information in the financial statements of the Amalgamated 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.
- (viii) For accounting purpose, the Scheme will be effective when all substantial conditions for the transfer of business are completed.
- (ix) Any matter not dealt with in Clause hereinabove shall be dealt with in accordance with the Ind AS applicable to the Amalgamated Company.

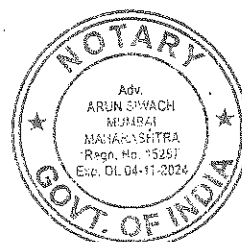
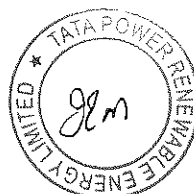
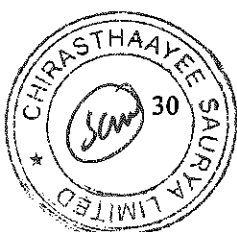
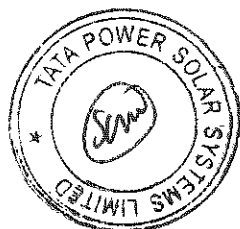
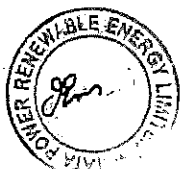
(b) Accounting treatment in the books of Amalgamating Companies:

- (i) Notwithstanding anything contained in any other Clause in the Scheme, upon the Scheme being effective the Amalgamating Companies shall stand dissolved without winding up and the Board of Directors of the Amalgamating Companies shall, without any further act, instrument or deed, be and stand dissolved and accordingly there is no accounting treatment prescribed under this Scheme in the books of the Amalgamating Companies.
- (ii) Any matter not dealt with in this Part shall be dealt with in accordance with the applicable accounting standards and Indian Generally Accepted Accounting Policies.

38. **Dissolution**

Upon the coming into effect of the Scheme, each of the Amalgamating Companies shall stand dissolved without winding up as on the Effective Date.

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PART V


GENERAL TERMS AND CONDITIONS

39. The Companies shall make necessary applications before the NCLT for the sanction of this Scheme under Sections 230 and 232 of the Act. The Companies shall be entitled, pending the effectiveness of the Scheme, to apply to any Governmental Authority, if required, under any Applicable Law for such consents and approvals, as agreed between the Companies, which the Companies may require to effect the transactions contemplated under the Scheme, in any case subject to the terms as may be mutually agreed between the Companies.

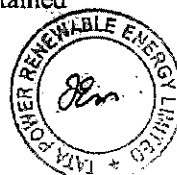
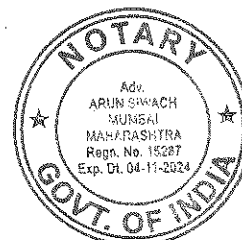
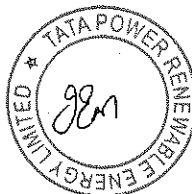
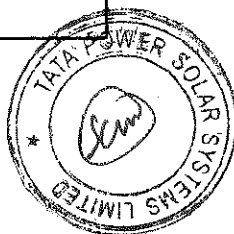
40. **Modifications or Amendments to the Scheme**

The Companies (through their respective Boards) may, in their full and absolute discretion, jointly and as mutually agreed:

- (i) assent from time to time to any alteration(s) or modification(s) to this Scheme as may be deemed necessary or which the NCLT and/or any other Governmental Authority may deem fit to approve or impose and to do all acts, deeds and things as may be necessary, desirable or expedient for the purposes of this Scheme;
- (ii) give such directions (acting jointly) as they may consider necessary to settle any question or difficulty arising under this Scheme, or in regard to, and of the meaning or interpretation of this Scheme or implementation thereof, or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those (to the extent permissible under applicable law);
- (iii) jointly modify or vary this Scheme, any application / petition filed before the NCLT prior to the Effective Date in any manner at any time;
- (iv) determine jointly whether any asset, liability, legal or other proceedings pertains to the Amalgamating Companies or not, on the basis of any evidence that they may deem relevant for this purpose;
- (v) determine whether any of the Amalgamating Companies should withdraw from the Scheme or if the Scheme should not be made effective in respect of any of them;
- (vi) make any modification to the Scheme by the Amalgamating Company and/or the Amalgamated Company, after receipt of sanction by the National Company Law Tribunal only with the prior approval of the National Company Law Tribunal; and
- (vii) agree that if, at any time, either of the NCLT or any Governmental Authority directs or requires any modification or amendment of the Scheme, such modification or amendment shall not, to the extent it adversely affects the interests of any of the Companies, be binding on each of the Companies, as the case may be, except where the prior written consent of the affected party as the case may be, has been obtained for such modification or amendment.

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41. **Withdrawal of the Scheme**

The Companies acting through their respective Board of Directors shall each be at liberty to withdraw this Scheme, either in its entirety or in part or in respect of specific Amalgamating Companies, in case any condition or alteration imposed by the NCLT or any Governmental Authority or otherwise is unacceptable to them or otherwise unworkable.

42. **Effectiveness of the Scheme**

The coming into effect of this Scheme on the Appointed Date is conditional upon and subject to:

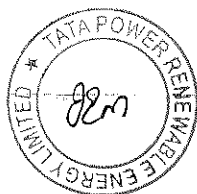
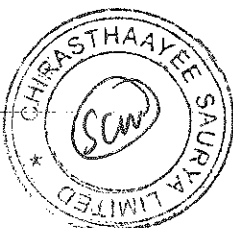
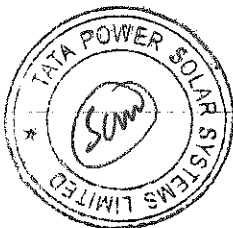
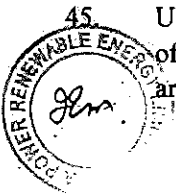
- (i) this Scheme being approved by the respective requisite majorities of the members and creditors (where applicable) of the Companies, as required under the Act, subject to any dispensation that may be granted by the NCLT;
- (ii) sanctions and order under the provisions of Sections 230 to 232 of the Act being obtained from the NCLT at Mumbai, Maharashtra;
- (iii) the certified copies of the order of the NCLT approving this Scheme having been filed with the Registrar of Companies in Maharashtra;
- (iv) such other approvals and sanctions including sanction of any Governmental Authority as may be required by law in respect of the Scheme being obtained;
- (v) approvals from any contracting party as may be required by contract in respect of the Scheme being obtained; and
- (vi) the Board of the Amalgamated Company passing a resolution confirming the effectiveness of the Scheme.

43. The Amalgamating Companies and the Amalgamated Company (through their respective Boards) shall have the right to waive any of the conditions referred to in Clause 42 above (other than those required to be complied with by law) and the waiver of such condition shall not affect in any manner the coming into effect of the Scheme.


44. Pursuant to Clause 13, from the Effective Date, the Scheme shall be deemed to be effective from the Appointed Date in the following sequence:

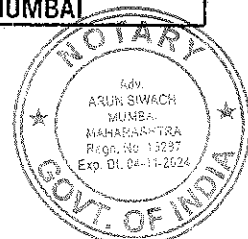
- (i) Part II of the Scheme shall be deemed to have taken effect, prior to Part III of the Scheme;
- (ii) Part III of the Scheme shall be deemed to have taken effect, prior to Part IV of the Scheme;
- (iii) Part IV of the Scheme shall be deemed to have taken effect, post Part II and Part III of the Scheme are completed.

45. Upon the coming into effect of this Scheme, the resolutions passed by the respective Board of Directors and/ or the shareholders of each of the Amalgamating Companies and which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and



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be considered as resolutions of the Amalgamated Company and if any such resolutions have monetary limits or other limits approved under the provisions of the Act, or any other applicable statutory provisions, the said limits as are considered necessary by the Board of Directors of the Amalgamated Company shall be added to the limits, if any, under resolutions passed by the Board of Directors and/or the Shareholders of the Amalgamated Company and the aggregate of the said two limits shall constitute the revised limit for the Amalgamated Company, for the relevant purpose and/or under the relevant provisions of the Act.

46. **Severability**

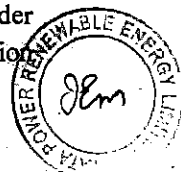
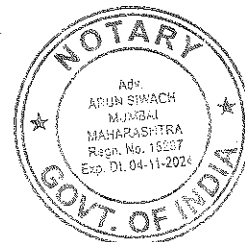
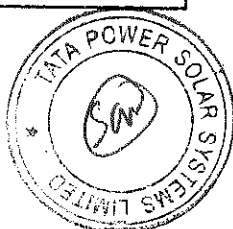
If any part of this Scheme is found to be unworkable for any reason whatsoever, whether with respect to any or all the Companies, the same shall not, subject to the decision the Amalgamated Company, affect the validity or implementation of the other parts and/or provisions of this Scheme and to the other Companies. The Companies acting through their respective Boards of Directors, shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part, which is invalid, ruled illegal or rejected by the NCLT or any court of competent jurisdiction, or unenforceable under present or future Applicable Laws.

47. **Post Scheme Conduct of Operations**

- (i) Even after the Scheme becomes effective, the Amalgamated Company shall be entitled to operate all bank accounts of the Amalgamating Companies and realize all monies and complete and enforce all pending contracts and transactions in respect of the Amalgamating Companies in the name of the Amalgamated Company in so far as may be necessary until the transfer of rights and obligations of the Amalgamating Companies to the Amalgamated Company under this Scheme is formally accepted by the Amalgamating Companies concerned and the Amalgamated Company. For avoidance of doubt, it is hereby clarified that with effect from the Effective Date and until such time that the name of the bank accounts of the Amalgamating Companies have been replaced with that of the Amalgamated Company, the Amalgamated Company shall be entitled to operate the bank accounts of the Amalgamating Companies in the name of the relevant Amalgamating Company in so far as may be necessary.
- (ii) Pursuant to the Scheme becoming effective, the Amalgamated Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the IT Act (including for minimum alternate Tax purposes and Tax benefits), service Tax law, goods & service Tax and other Tax laws, and to claim refunds and/or credits for Taxes paid (including minimum alternate Tax, Goods & Service Tax), and to claim Tax benefits under the applicable Tax laws, and for matters incidental thereto, if required to give effect to the provisions of this Scheme.
- (iii) The Amalgamated Company, shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under Applicable Law or otherwise, do all such acts or things as may be necessary to either surrender or transfer/obtain the approvals, consents, exemptions, registrations, no-objection

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


certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Amalgamating Companies. It is hereby clarified that if the consent of any third party or Governmental Authority, if any, is required to give effect to the provisions of this Clause, the said third party or Governmental Authority shall make and duly record the necessary substitution/endorsement in the name of the Amalgamated Company pursuant to the sanction of this Scheme, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Amalgamated Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.

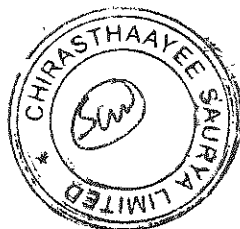
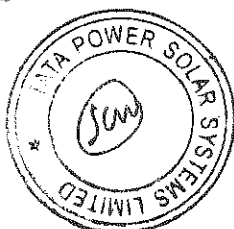
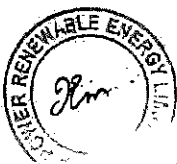
- (iv) Without prejudice to the other provisions of the Scheme, in order to ensure implementation of the provisions of the Scheme and continued vesting of the benefits in favour of the Amalgamated Company, the Amalgamated Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under Applicable Law or otherwise, unilaterally take all such actions, including execute deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement in relation to which the Amalgamating Companies have been a party, including any filings with the regulatory authorities in order to give formal effect to the above provisions and to carry out or perform all such formalities or compliances referred to above on the part of the Amalgamating Companies.
- (v) It is hereby clarified that any actions required to be taken by the Amalgamating Companies under the Scheme, pursuant to the Amalgamations and dissolution of the Amalgamating Companies shall be discharged by the Amalgamated Company as its successor.

48. **Costs**

All costs, charges and expenses (including, but not limited to, any Taxes and duties, stamp duty, registration charges, etc.) of /payable by the Companies in relation to or in connection with the Scheme and incidental to the completion of the amalgamation of the Amalgamating Companies with the Amalgamated Company in pursuance of the Scheme shall be borne and paid by the Amalgamated Company.

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