

21st September, 2018

The National Stock Exchange of India Limited
Exchange Plaza, 5th Floor
Plot No. C/1, G Block
Bandra Kurla Complex
Bandra (E)
Mumbai- 400 051

BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai- 400 001

Scrip Code : 517354

NSE Symbol : HAVELLS

Re: Intimation of Scheme of Amalgamation pursuant to Regulation 30 and 37 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 "SEBI LODR" read with SEBI Circular No. CIR/CFD/CMD/4/2015 dated 9th September, 2015 and Circular No. CFD/DIL3/CIR/2017/21 dated 10th March, 2017 respectively.

Dear Sirs

Further to our earlier intimation dated 20.07.2018, this is to state that in compliance with the Regulation 30 of the SEBI LODR, we wish to inform you that the Executive Committee of the Board of Directors of Havells India Limited ("**the Company**") at its meeting held on 21.09.2018 has considered and approved a Scheme of Amalgamation ("**Scheme**") pursuant to Sections 230 to 232 of the Companies Act, 2013 subject to the approvals as required, between the Company and its wholly owned subsidiaries namely; Havells Global Limited, Standard Electrical Limited, Lloyd Consumer Private Limited and Promptec Renewable Energy Solutions Private Limited, ("severally referred to as Transferor Company No.1 , Transferor Company No. 2 , Transferor Company No.3 and Transferor Company No. 4 respectively and jointly referred to as **Transferor Companies**"). Copy of scheme is enclosed herewith.

The Scheme is conditional upon and subject to necessary statutory and regulatory approvals under applicable laws, including approval of the National Company Law Tribunal.

As the Transferor Companies are wholly owned subsidiaries of the Company, and the Scheme of Amalgamation does not contemplate issuance of any share, hence the Company is not required to comply with the requirements laid under Circular No. CFD/DIL3/CIR/2017/21 dated 10th March, 2017.

Enclosed as per Annexure A is the information required to be disclosed pursuant to Regulation 30 of SEBI LODR read with Securities and Exchange Board of India Circular No. CIR/CFD/CMD/4/2015 dated 9th September, 2015.

Thanking you.

Yours faithfully,
for **Havells India Limited**



(**Sanjay Kumar Gupta**)
Company Secretary

Encl: as above

HAVELLS INDIA LTD.

Corporate Office: QRG Towers, 2D, Sector 126, Expressway, Noida - 201304, U.P (INDIA)
Tel: +91-120-3331000, Fax: +91-120-3332000
E-mail: marketing@havells.com, www.havells.com
Registered Office: 904, 9th Floor, Surya Kiran Building,
K.G. Marg, Connaught Place, New Delhi - 110001. (INDIA)
Consumer Care No.:
1800 103 1313, 1800 11 0303 (All Connections), 011-4166 0303 (Landline)
CIN: L31900DL1983PLC016304
GSTIN: 09AAACH0351E2Z2

Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

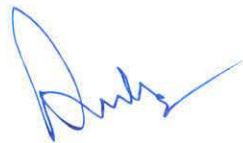
S.No.	Particulars	Description
1.	Name of the entity(ies) forming part of the amalgamation/merger	<p>The Scheme of amalgamation provides for merger of Havells Global Limited, Standard Electrical Limited, Lloyd Consumer Private Limited and Promptec Renewable Energy Solutions Private Limited, ("Transferor Companies") with Havells India Limited ("Transferee Company").</p> <p>The Transferor Companies are wholly owned subsidiaries of the Transferee Company.</p>
2.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	<p>The Transferor Companies are wholly owned subsidiaries of the Transferee Company. The proposed scheme of amalgamation does not fall within the purview of related party transaction in lieu of general circular no. 30/2014 dated 17.07.2014 issued by Ministry of Corporate Affairs since the same is subject to the sanction of National Company Law Tribunal. Further, pursuant to Regulation 23(5)(b) of SEBI LODR, the related party provisions are not applicable to the proposed scheme of amalgamation.</p>
3.	Area of business of the entity(ies)	<p>The Transferor Company No. 1 is primarily engaged in the business of manufacturing, assembling, altering, exchanging, buying, selling, importing, exporting, trading or otherwise dealing in all types of electrical goods and instruments.</p> <p>The Transferor Company No. 2 is primarily engaged in the business of manufacturing, assembling, altering, exchanging, buying, selling, importing, exporting, trading or otherwise dealing in all types of electrical goods, light engineering goods and instruments.</p> <p>The Transferor Company No. 3 is primarily engaged in the business of manufacturing, assembling, altering, exchanging, buying, selling, importing, exporting, trading or otherwise dealing in all types of electrical goods and instruments.</p>



HAVELLS INDIA LTD.

Corporate Office: QRG Towers, 2D, Sector 126, Expressway, Noida - 201304, U.P (INDIA)
 Tel: +91-120-3331000, Fax: +91-120-3332000
 E-mail: marketing@havells.com, www.havells.com
 Registered Office: 904, 9th Floor, Surya Kiran Building, K.G. Marg, Connaught Place, New Delhi - 110001. (INDIA)
 Consumer Care No.: 1800 103 1313, 1800 11 0303 (All Connections), 011-4166 0303 (Landline)
 CIN: L31900DL1983PLC016304
 GSTIN: 09AAACH0351E222

		<p>The Transferor Company No.4 is primarily engaged in the business of analyzing, designing, developing, enhancing, testing, manufacturing, marketing, sales, servicing electrical and electronic products, solutions, components used in renewable energy, general lighting and any other areas of power and energy industry in domestic and international markets.</p> <p>The Transferee Company is primarily engaged in the business of manufacturing, assembling, altering, exchanging, buying selling, importing, exporting or otherwise dealing in all types of electrical goods and instruments, also other consumer durables and FMCG products.</p>
4.	Rationale for amalgamation/ merger	The Scheme of Amalgamation will enable optimization of legal entity structure through rationalization of number of subsidiaries, which will result in integration of business operations and consolidation of the activities leading to operational synergies. The Scheme will also result in reduction in multiplicity of legal and regulatory compliances.
5.	In case of cash consideration – amount or otherwise share exchange ratio	As the Transferor Companies are wholly owned subsidiaries of Transferee Company, the entire share capital of the Transferor Companies is held by the Transferee Company, no shares of the Transferee Company shall be allotted under the Scheme of amalgamation in lieu or exchange of the shares of the Transferor Companies.
6.	Brief details of change in shareholding pattern (if any) of listed entity	There will be no change in shareholding pattern of the Transferee Company pursuant to the Scheme becoming effective as no shares are being issued by the Transferee Company in connection with the Scheme.



HAVELLS INDIA LTD.

Corporate Office: QRG Towers, 2D, Sector 126, Expressway, Noida - 201304, U.P (INDIA)
 Tel: +91-120-3331000, Fax: +91-120-3332000
 E-mail: marketing@havells.com, www.havells.com
 Registered Office: 904, 9th Floor, Surya Kiran Building,
 K.G. Marg, Connaught Place, New Delhi - 110001. (INDIA)
 Consumer Care No.:
 1800 103 1313, 1800 11 0303 (All Connections), 011-4166 0303 (Landline)
 CIN: L31900DL1983PLC016304
 GSTIN: 09AAACH0351E2Z2

SCHEME OF AMALGAMATION

BY & BETWEEN

- 1. HAVELLS GLOBAL LTD.**
- 2. STANDARD ELECTRICAL LTD.**
- 3. LLOYD CONSUMER PVT. LTD.**
- 4. PROMPTEC RENEWABLE ENERGY SOLUTIONS PVT. LTD.**

.....TRANSFEROR COMPANIES

AND

HAVELLS INDIA LIMITED

..... TRANSFEREE COMPANY

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

(Under Sections 230 to 232 of the Companies Act, 2013)

Prepared by:

M/s. HAMMURABI & SOLOMON PARTNERS

Advocates & Corporate Law Advisors

SCHEME OF AMALGAMATION
BY & BETWEEN
HAVELLS GLOBAL LTD.
STANDARD ELECTRICAL LTD.
LLOYD CONSUMER PVT. LTD.
PROMPTEC RENEWABLE ENERGY SOLUTIONS PVT. LTD.
(“Transferor Companies”)

AND

HAVELLS INDIA LIMITED
(“Transferee Company”)

INDEX

S No	Particulars	Page
1.	Introduction	
2.	Part A: Description of Companies	
3.	Part B: Rationale of the Scheme	
4.	Part C: Definitions of the Terms used in the Scheme	
5.	Part D: Transfer and Vesting	
6.	Part E: Accounting Treatment for Amalgamation	
7.	Part F: General Terms and Conditions	
8.	Schedule I: List of Tangible and Intangible Assets of Transferor Companies	
9.	Schedule II: List of Licenses of Transferor Companies	

INTRODUCTION

This Scheme of Amalgamation (“**Scheme**”) provides for the amalgamation of the Transferor Companies with the Transferee Company pursuant to Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (the Act).

The Scheme is carved out into following parts:

- (i) **Part A** – Description of the Companies;
- (ii) **Part B** – Rationale of the scheme;
- (iii) **Part C**– Definitions of the terms used in this Scheme, and share capital of the Transferor Companies and the Transferee Company;
- (iv) **Part D**– Transfer and vesting of all the Undertakings (as hereinafter defined) of the Transferor Companies in favour of Transferee Company;
- (v) **Part E**- Accounting Treatment for the amalgamation in the books of the Transferee Company; and
- (vi) **Part F**– General Terms and conditions applicable to this Scheme and, other matters consequential and integrally connected thereto.

PART A

1. DESCRIPTION OF THE TRANSFEROR & TRANSFEREE COMPANIES

- 1.1 “Havells Global Ltd.”, the Transferor Company no.1 herein is a public company, limited by shares incorporated under the provisions of Companies Act, 2013, having its registered office at 904, 9th Floor, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110001. The Transferor Company no. 1 is carrying on the business of manufacturing, assembling, altering, exchanging, buying, selling, importing, exporting, trading or otherwise dealing in all types of electrical goods and instruments including circuit breakers, HRC Fuses, Meters, rectifiers, converters and alternators, current transformers, switches, switchgears panels, contacts, all type of relays, plate switches, piano type switches, contractors, relays, motor control centre, connectors, capacitors, electric motors, generators, electric magnets, motor control centres, power control centres, distribution board, rising mains, bus trunking, overhead busbar systems, feeder pillars, lighting fixtures, fans, exhaust fans, air coolers, wiring accessories, iron clad switches, fuse units, distribution boxes, cut- outs, wires and cables, all aluminium conductor and aluminium conductor steel reinforced transformers, G.L.S Lamps, fancy shades, heating elements, bulbs, fluorescent tubes and its accessories such as chokes, starters, switches and condensers and also household and industrial appliances, vessels and utensils of all types including kitchenware, lifestyle products, other consumer durables and FMCG products.
- 1.2 “Standard Electrical Ltd.”, the Transferor Company no.2 herein is a public company, limited by shares incorporated under the provisions of Companies Act, 2013, having its registered office at 904, 9th Floor, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110001. The Transferor Company no. 2 is carrying on the business of manufacturing, assembling, exchanging, buying, selling, importing, exporting, trading or otherwise dealing in all types of electrical goods, light engineering goods

and instruments such as all type of switches, plate switches, piano type switches, circuit breakers, HRC Fuses, Meters, rectifiers, converters and alternators, current transformers, switches, switchgears panels, contacts, all type of relays, contractors, relays, motors control centre, connectors, capacitors, electric motors, generators, electric magnets, motor control centres, power control centres, distribution board, rising mains, bus fans, air coolers, wiring accessories, iron clad switches, fuse units, distribution boxes, cut-outs, wires and cable, all aluminium conductor and aluminium conductor steel reinforced transformer, G.L.C Lamps, fancy shades, heating elements, bulbs, fluorescent tubes and its accessories such as chokes, starters, switches and condensers.

- 1.3 “Lloyd Consumer Pvt. Ltd.”, the Transferor Company no.3 herein is a private company, limited by shares incorporated under the provisions of Companies Act, 2013, having its registered office at 904, 9th Floor, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110001. The Transferor Company no. 3 is carrying on the business of manufacturing assembling, altering, exchanging, buying, selling, importing, exporting, trading or otherwise dealing in all types of electrical goods and instruments including circuit breakers, HRC fuses, meters, rectifiers, converters and alternators, current transformers, switches, switchgears, panels, electric motors, generators, electric magnets motor control centres, power control centres, distribution boards, rising mains, bus trunking, overhead busbar systems, feeder pillars, lighting fixtures, fans, exhaust fan, air coolers, wiring accessories, iron clad switches, fuse units, distribution boxes, cutouts, wires and cables all aluminium conductor and aluminium conductor steel reinforced transformers, G.L.C. lamps, fancy shades, heating elements, bulbs, fluorescent tubes and its accessories including chokes, starters, switches and condensers.

- 1.4 “Promptec Renewable Energy Solutions Pvt. Ltd.”, the Transferor Company no.4 herein, is a private company, limited by shares incorporated under the

provisions of the Companies Act, 1956, having its registered office at Shibra Farms, Nagasandra Main Road, 8th Mile, Tumkur Road, Bangalore, Karnataka - 560073. The Transferor Company No. 4 is carrying on the business of analyzing, designing, developing, enhancing, testing, manufacturing, marketing, sales, servicing electrical and electronics products, solutions, components used in renewable energy, general lighting, any other areas of power and energy industry in domestic and international markets; analyzing, designing, developing, enhancing, testing, manufacturing, marketing, sales, servicing of products, solutions, components used in solar lighting, water heating , LED lighting, general lighting, any other consumer, commercial utilities to cater to domestic and international markets in the renewable energy, power and lighting industry.

- 1.5 "Havells India Limited", the Transferee Company herein, is a listed public company, limited by shares incorporated under the provisions of the Companies Act, 1956, having its registered office at 904, 9th Floor, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110001. The Transferee Company is carrying on the business of manufacturing assembling, altering, exchanging, buying, selling, importing, exporting or otherwise dealing in all types of electrical goods and instruments including circuit breakers, HRC fuses, meters, rectifiers, converters and alternators, current transformers, switches, switchgears, panels, electric motors, generators, electric magnets motor control centres, power control centres, distribution boards, rising mains, bus trunking, overhead busbar systems, feeder pillars, lighting, fixtures, fans, exhaust fan, air coolers, wiring accessories, iron clad switches, fuse units, distribution, boxes, cutouts, wires and cables all aluminium conductor and aluminium conductor steel reinforced, transformers, G.L.C. lamps, fancy shades, heating elements, bulbs, fluorescent tubes and its accessories, including chokes, starters, switches and condensers.

PART B

2. RATIONALE OF THE SCHEME OF AMALGAMATION

- 2.1 The amalgamation will facilitate consolidation of the businesses of the Transferor Companies and the Transferee Company into a single corporate operation.
- 2.2 The amalgamation of the Transferor Companies into the Transferee Company would create synergies of operations besides economies in administrative and managerial costs by combining operations and would result in improved performance for the amalgamated Transferee Company and would enhance the shareholders' value.
- 2.3 The amalgamation will improve the management of the Transferee Company by combining the legal entities and the amalgamation will reduce expenditure by eliminating administrative functions and multiple record keeping.
- 2.4 In view of aforesaid, the Board of Directors of Transferor Companies and Transferee Company have considered and proposed the amalgamation of entire undertaking and business of Transferor Companies with Transferee Company in order to benefit their respective stakeholders. Accordingly, Board of Directors of Transferor Companies and Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of entire undertaking and business of Transferor Companies with and into Transferee Company, pursuant to provisions of Section 230 to Section 232 and other relevant provisions of the Act.

PART C

3. DEFINITIONS AND SHARE CAPITAL

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

3.1 "**Act**" or "**the Act**" shall mean the Companies Act, 2013, and shall include any statutory modifications, re-enactment or amendments thereof.

3.2 "**Applicable Laws**" means any applicable statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority, including any statutory modifications or re-enactment thereof for the time being in force.

3.3 "**Appointed Date**" means the opening business hours of 1st day of April, 2018 or such other date as may be approved by the New Delhi Bench and Bangalore Bench of the National Company Law Tribunal.

3.4 "**Board of Directors**" or "**Board**" means the respective board of directors of the Transferor Companies and/or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof.

3.5 "**Effective Date**" means the date on which the certified copies of the orders of the National Company Law Tribunal, New Delhi Bench and National Company Law Tribunal, Bangalore Bench sanctioning this Scheme, is filed with the Registrar of Companies, Delhi & Haryana at Delhi and Registrar of Companies, Bangalore.

3.6 "**Legal Proceedings**" means any proceedings taken by and/or against the Transferor Companies in any Court/Tribunal/Forum/Authority, as pending on the Appointed Date.

- 3.7 **"National Company Law Tribunal"** means the National Company Law Tribunal, New Delhi Bench and National Company Law Tribunal, Bangalore Bench, collectively.
- 3.8 **"Shareholders"**, with respect to the Transferor Companies and the Transferee Company, means respectively, the persons registered from time to time, as the holders of the equity shares of the respective companies concerned.
- 3.9 **"Transferor Companies"** means:
- i. "Havells Global Ltd.", a company registered under Companies Act, 2013 and having its registered office at 904, 9th Floor, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110001;
 - ii. "Standard Electrical Ltd.", a company registered under Companies Act, 2013 and having its registered office at 904, 9th Floor, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110001;
 - iii. "Lloyd Consumer Pvt. Ltd.", a company registered under Companies Act, 2013 and having its registered office at 904, 9th Floor, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110001;
 - iv. "Promptec Renewable Energy Solutions Pvt. Ltd.", a company registered under the Companies Act, 1956 and having its registered office at Shibra Farms, Nagasandra Main Road, 8th Mile, Tumkur Road, Bangalore , Karnataka – 560073;
- 3.10 **"Transferee Company"** means "Havells India Limited", a company registered under the Companies Act, 1956, and having its registered office at 904, 9th Floor, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110001.

- 3.11 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Amalgamation in its present form or with any modification(s) approved or directed by the National Company Law Tribunal, .
- 3.12 **"Undertaking"** or **"the Undertakings"**, means the whole of the undertaking and entire business of the Transferor Companies as a going concern, including (without limitation):
- I. All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) (**List of tangible and intangible assets enclosed as Schedule I**) of the Transferor Companies, including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, sundry debtors, furniture, fixtures, office equipment, appliances, packing material, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), and interests in its subsidiaries, cash balances or deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Companies, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, borrowing limits, investment limits benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, fixed and other assets, domain names, tradenames, brandname, trademarks service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, know how, good will, licenses (**List of Licenses/ Brand/ Trade Names enclosed as Schedule II**), rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other

interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits), easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the Transferor Companies and advantages of whatsoever nature and wheresoever situated in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies or in connection with or relating to the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies, whether in India or abroad;

- II. All liabilities (including contingent liabilities), including but not limited to, secured and unsecured debts, sundry creditors, duties and obligations of the Transferor Companies, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised;
- III. All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, authorities, allotments, benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Companies;
- IV. All records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Companies;
- V. All Permanent staff, workmen and employees engaged by the Transferor Companies as on the Effective Date.

- VI. All brand names, trademarks, trade names, patents and domain names, filings, dossiers copyrights, industrial designs, trade secrets, know-how; data, formulations, technology, methodology, manufacturing procedures and techniques, test procedures, product registrations, applications and authorizations and other intellectual property and all other interests exclusively relating to the goods or services being dealt with by the Transferor Companies; and
- VII. All intellectual property rights created, developed or invented by employees concentrated on the research, development or marketing of products (including process development or enhancement) in connection with the Transferor Companies;

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

4. **SHARE CAPITAL:**

4.1 **TRANSFEROR COMPANIES:**

- a. The Authorised, Issued, Subscribed and Paid-up share capital of the Transferor Company No.1, namely, Havells Global Ltd., as on March 31, 2018 is as under: -

Authorised Share Capital	Amount (Rs.)
Equity Shares of Rs.10/- each	5,00,000
Issued, Subscribed and Paid-up Capital	Amount (Rs.)
Equity Shares of Rs.10/- each, fully paid	5,00,000

- b. The Authorised, Issued, Subscribed and Paid-up share capital of the Transferor Company No.2, namely, Standard Electrical Ltd., as on

March 31, 2018 is as under: -

Authorised Share Capital	Amount (Rs.)
Equity Shares of Rs.10/- each	5,00,000/-
Issued, Subscribed and Paid-up Capital	Amount (Rs.)
Equity Shares of Rs.10/- each, fully paid	5,00,000/-

- c. The Authorised, Issued, Subscribed and Paid-up share capital of the Transferor Company No.3, namely, Lloyd Consumer Pvt. Ltd., as on March 31, 2018 is as under: -

Authorised Share Capital	Amount (Rs.)
Equity Shares of Rs.10/- each	5,00,000/-
Issued, Subscribed and Paid-up Capital	Amount (Rs.)
Equity Shares of Rs.10/- each, fully paid	5,00,000/-

- d. The Authorised, Issued, Subscribed and Paid-up share capital of the Transferor Company No.4, namely, Promptec Renewable Energy Solutions Pvt. Ltd., as on March 31, 2018 is as under: -

Authorised Share Capital	Amount (Rs.)
Equity Shares of Rs.10/- each	3,00,00,000/-
Redeemable Preference Shares of Rs. 10/-	55,00,000/-
Issued, Subscribed and Paid-up Capital	Amount (Rs.)
Equity Shares of Rs.10/- each, fully paid	2,63,62,260/-

4.2 **TRANSFeree COMPANY:**

The Authorised, Issued, Subscribed and Paid-up share capital of the Transferee Company, namely, Havells India Limited as on March 31, 2018 is as under: -

4.3 The shares of Transferor Companies are not listed on any Stock Exchange. The

Authorised Share Capital	Amount (Rs.)
Equity Shares of Rs.1/- each	100,05,00,000/-
Issued, Subscribed and Paid-up Capital	Amount (Rs.)
Equity Shares of Rs.1/- each, fully paid	62,51,48,473/-

shares of Transferee Company are listed on National Stock Exchange and BSE Limited.

4.5 The Scheme does not involve any Reduction in the Share Capital or Corporate Debt Restructuring, hence disclosures under Section 230 (2) (b) and 230 (2) (c) are not required to be made by the Transferor Companies or the Transferee Company.

4.6 The Transferor Companies being wholly owned subsidiaries of the Transferee Company and consequently, the present Scheme being not involving either issuance or subscription of shares, the compliance of proposed Rule 9A of The Companies (Prospectus and Allotment of Securities) Third Amendment Rules, 2018, towards the requirement of dematerialization of the existing equity shares of any of the Transferor Companies is not required. The Transferee Company being a listed company, its shares are already in dematerialized form.

5. GENERAL DISCLOSURES

5.1 TRANSFEROR COMPANIES

- i. The Transferor Company No.1, Havells Global Ltd. is a Public Limited Company incorporated on 04.07.2016 under the Companies Act, 2013 with CIN U31909DL2016PLC302444 and PAN AADCH9332C having email id bhavna.chugh@havells.com and registered office at 904, 9th Floor, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110001 and has the following main objects:

- a. *To carry on the business of manufacturing, assembling, altering, exchanging, buying, selling, importing, exporting, trading or otherwise dealing in all types of electrical goods and instruments including circuit breakers, HRC Fuses, Meters, rectifiers, converters and alternators, current transformers, switches, switchgears panels, contacts, all type of relays, plate switches, piano type switches, contractors, relays, motor control centre, connectors, capacitors, electric motors, generators, electric magnets, motor control centres, power control centres, distribution board, rising mains, bus trunking, overhead busbar systems, feeder pillars, lighting fixtures, fans, exhaust fans, air coolers, wiring accessories, iron clad switches, fuse units, distribution boxes, cut- outs, wires and cables, all aluminium conductor and aluminium conductor steel reinforced transformers, G.L.S Lamps, fancy shades, heating elements, bulbs, fluorescent tubes and its accessories such as chokes, starters, switches and condensers and also household and industrial appliances, vessels and utensils of all types including kitchenware, lifestyle products, other consumer durables and FMCG products.*
- b. *To carry on the business of manufacturing, assembling, altering, exchanging, buying, selling, importing, exporting, trading or otherwise dealing in electronic and audio-visual goods of every nature and description as well as electronic goods required in any trade, industry, domestic or manufacture as well as all type of component parts, accessories, ancillaries, stores and spares and to engineer develop, design, assemble, import and export, buy, sell, trade and otherwise deal in industrial, mining, agricultural and such other machines and machinery and all types of tools, plants, equipments, instruments, appliances and hardware and software of all kinds, general fitting amalgams, accessories and appliances of all description made of metal, alloy, glass, synthetic and other fibres, chemicals and PVC compounds, plastic or any other materials and to take agencies of any firms, company or companies, within or outside India and to appoint agents, distributors, salesman, travellers, convessors, sales organisers for the products likewise in India or abroad.*

ii. The detail of Directors of Transferor Company no.1 is as under:

Sl. No.	Name of Directors	DIN No.	Date of Appointment
1	Sh. Anil Rai Gupta	00011892	04.07.2016
2	Sh. Surjit Kumar Gupta	00002810	04.07.2016
3	Sh. Ameet Kumar Gupta	00002838	04.07.2016

iii. The Transferor Company No.2, Standard Electrical Ltd. is a Public Limited Company incorporated on 12.09.2016 under the Companies Act, 2013 with CIN U31900DL2016PLC305794 and PAN AAXCS5894A having email id bhavna.chugh@havells.com and registered office at 904, 9th Floor, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110001 and has the following main objects:

- a. *To carry on the business of manufacturing, assembling, exchanging, buying, selling, importing, exporting, trading or otherwise dealing in all types of electrical goods, light engineering goods and instruments such as all type of switches, plate switches, piano type switches, circuit breakers, HRC Fuses, Meters, rectifiers, converters and alternators, current transformers, switches, switchgears panels, contacts, all type of relays, contractors, relays, motors control centre, connectors, capacitors, electric motors, generators, electric magnets, motor control centres, power control centres, distribution board, rising mains, bus fans, air coolers, wiring accessories, iron clad switches, fuse units, distribution boxes, cut-outs, wires and cable, all aluminium conductor and aluminium conductor steel reinforced transformer, G.L.C Lamps, fancy shades, heating elements, bulbs, fluorescent tubes and its accessories such as chokes, starters, switches and condensers.*
- b. *To carry on the business of manufacturing, producers, processors, makers, converters, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, stockist, agents, factors, dealers, distributors, hirers or otherwise deal in every description of household and industrial appliances, vessels and utensils of all types including induction cookers, transformers, stabilizers, UPS, inverters, batteries, dispensers, water purifiers, utensils, cooktops, cookware, kitchenware, lifestyle products, kitchen*

hoods (chimneys), hobs and other consumer durables and FMCG products.

iv. The detail of Directors of Transferor Company no.2 is as under:

Sl. No.	Name of Directors	DIN No.	Date of Appointment
1	Sh. Ameet Kumar Gupta	00002838	03.07.2018
2	Sh. Pardeep Kumar Gupta	00183838	12.09.2016
3	Smt. Bhavna Banerjee	07730454	08.02.2017

v. The Transferor Company No.3, Lloyd Consumer Pvt. Ltd. is a Private Limited Company incorporated on 05.05.2017 under the Companies Act, 2013 with CIN U29309DL2017PTC317324 and PAN AADCL3103B having email id bhavna.chugh@havells.com and registered office at 904, 9th Floor, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110001 and has the following main objects:

- a. *To carry on the business of manufacturing assembling, altering, exchanging, buying, selling, importing, exporting, trading or otherwise dealing in all types of electrical goods and instruments including circuit breakers, HRC fuses, meters, rectifiers, converters and alternators, current transformers, switches, switchgears, panels, electric motors, generators, electric magnets motor control centres, power control centers, distribution boards, rising mains, bus trunking, overhead busbar systems, feeder pillars, lighting fixtures, fans, exhaust fan, air coolers, wiring accessories, iron clad switches, fuse units, distribution boxes, cutouts, wires and cables all aluminum conductor and aluminum conductor steel reinforced transformers, G.L.C. lamps, fancy shades, heating elements, bulbs, fluorescent tubes and its accessories including chokes, starters, switches and condensers.*
- b. *To carry on the business of manufacturing, assembling, altering, exchanging, buying, selling, importing exporting, and otherwise dealing in electronic and audio-visual goods of every nature and description such as Television, Tape recorders, Radios, Records Players, Video Sets, Stereo system, decks, loud speakers, amplifiers, gramophones,*

records, tapes, watches, clocks, walkie talkies, cameras, cassettes, transistors, assemblers and distributor, electronic flash guns, electronic digital goods, microwave ovens, radio paging systems, computers, miniaturized circuits goods, micro modules, intercommunications sets, microphones, Dictaphones, telecommunication requisites, wireless/laboratory/ testing equipment's, electronic consumer and domestic goods, musical and visual appliances, apparatus, instruments, equipment's and devices for amusement and entertainment, electronic goods required in any trade, industry or manufacture such as photographic, surgical, medical films, nautical, aeronautical, electrical defense industry and including equipment, instruments and goods used in generation, transmission and receiving of any impulses such as and sound, light, electronic and electrical impulses and all kinds of electronic accessories, appliances, implements, components, instruments, equipment stores and spares, spare parts, devices, contrivances, apparatus and supplies related to or connected with the aforesaid, and all such electronic goods adapted, invented and discovered in future.

- c. To carry on business of electrical engineers and manufacture of all kinds of heavy and light electrical machinery and equipment and apparatus for any purpose and to install, sell, hire or otherwise deal with the same in any manner whatsoever.*
- d. To produce, manufacture, refine, treat, cure, process, prepare, import, export, purchase, sell, and generally deal in all kinds of sanitary fittings and bathroom fittings such as brass fittings, steel fittings tiles and ceramic ware.*
- e. To carry on the business as manufacturers, producers, processors, makers, convertors, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, stockiest, agents, factors, dealers, distributors, hirers or otherwise deal in every description of household and industrial appliances, vessels and utensils of all types including induction cookers, transformers, stabilizers, UPS, inverters, batteries, dispensers, water purifiers, utensils, cooktops, cookware, kitchenware, lifestyle products, kitchen hoods (chimneys), hobs and other consumer durables and FMCG products.*

vi. The detail of Directors of Transferor Company No.3 is as under:

Sl. No.	Name of Directors	DIN No.	Date of Appointment
1	Sh. Anil Rai Gupta	00011892	08.05.2017
2	Sh. Ameet Kumar Gupta	00002838	08.05.2017

vii. The Transferor Company No.4, Promptec Renewable Energy Solutions Pvt. Ltd., is a Private Limited Company incorporated on 04.09.2008 under the Companies Act, 1956 with CIN U40108KA2008PTC047683 and PAN AAACP8149G having email id ameet.gupta@havells.com and registered office at Shibra Farms, Nagasandra Main Road, 8th Mile, Tumkur Road, Bangalore , Karnataka - 560073 and has the following main objects:

- a. *To carry on the business of analysing, designing, developing, enhancing, testing, manufacturing, marketing, sales, servicing electrical and electronics products, solutions, components used in renewable energy, general lighting, any other areas of power and energy industry in domestic and international markets.*
- b. *To carry on the business of analysing, designing, developing, enhancing, testing, manufacturing, marketing, sales, servicing of products, solutions, components used in solar lighting, water heating, LED lighting, general lighting, any other consumer, commercial utilities to cater to domestic and international markets in the renewable energy, power and lighting industry.*
- c. *To carry on the business of providing training, educational programs, consultancy services in relation to renewable energy, lighting and electronics.*
- d. *To carry on the business of undertaking various testing, measurements, introduction of quality control systems and measures, to assess and implement various types of quality standards for products, process and services, conforming to various international and national standards in the area of power electronics, renewable energy systems and general lighting.*

viii. The detail of Directors of Transferor Company no.4 is as under:

Sl. No.	Name of Directors	DIN No.	Date of Appointment
---------	-------------------	---------	---------------------

1.	Sh. Surjit Kumar Gupta	00002810	03.07.2018
2.	Sh. Ameet Kumar Gupta	00002838	15.05.2015
3.	Sh. Rajiv Goel	00714821	15.05.2015

5.2 There was no qualification, reservation or adverse remark or disclaimer made by the Statutory Auditors in their Audit Report, obtained for the FY ended 31st March, 2018 of the Transferor Companies.

5.3 There is no investigation or proceeding pending against the Transferor Companies.

5.5 **TRANSFeree COMPANY**

The Transferee Company is a Public Limited Company with CIN L31900DL1983PLC016304. The Transferee Company was incorporated on 08.08.1983 as a Private Limited Company in the name and style of “Havell’s India Private Limited” under the Companies Act, 1956. Subsequently, the Transferee Company was converted to Public Limited Company under the name of “Havell’s India Limited” and a fresh Certificate of Incorporation dated 31.03.1992 was provided by the Registrar of Companies, Delhi & Haryana. Later on, the name of the Transferee Company was also changed from “Havell’s India Limited” to Havells India Limited and a fresh Certificate of Incorporation dated 28.07.2007 was provided by the Registrar of Companies, Delhi & Haryana. The Transferee Company is having PAN AAACH0351E with email id sanjaykumar.gupta@havells.com and registered office at 904, 9th Floor, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110001 has the following main objects:

- a. *To carry on the business of manufacturing assembling, altering, exchanging, buying, selling, importing, exporting or otherwise dealing in all types of electrical goods and instruments including circuit breakers, HRC fuses, meters, rectifiers, converters and alternators, current transformers, switches, switchgears, panels, electric motors, generators, electric magnets motor control centres, power control centres, distribution boards, rising mains, bus trunking, overhead busbar systems, feeder pillars, lighting fixtures, fans, exhaust fan, air coolers, wiring accessories, iron clad switches, fuse units, distribution boxes, cut outs, wires and cables all aluminium conductor and aluminium*

conductor steel reinforced transformers, G.L.C. lamps, fancy shades, heating elements, bulbs, fluorescent tubes and its accessories including chokes, starters, switches and condensers.

- b. To carry on the business of manufacturing, assembling, altering, exchanging, buying, selling, importing exporting, and otherwise dealing in electronic and audio-visual goods of every nature and description such as Television, Tape recorders, Radios, Records Players, Video Sets, Stereo system, decks, loud speakers, amplifiers, gramophones, records, tapes, watches, clocks, walkie talkies, cameras, cassettes, transistors, assemblers and distributor, electronic flash guns, electronic digital goods, microwave ovens, radio paging systems, computers, miniaturised circuits goods, micro modules, intercommunications sets, microphones, Dictaphones, telecommunication requisites, wireless/laboratory/ testing equipment, electronic consumer and domestic goods, musical and visual appliances, apparatus, instruments, equipment and devices for amusement and entertainment, electronic goods required in any trade, industry or manufacture such as photographic, surgical, medical films, nautical, aeronautical, electrical defence industry and including equipment, instruments and goods used in generation, transmission and receiving of any impulses such as and sound, light, electronic and electrical impulses and all kinds of electronic accessories, appliances, implements, components, instruments, equipment stores and spares, spare parts, devices, contrivances, apparatus and supplies related to or connected with the aforesaid, and all such electronic goods adapted, invented and discovered in future.*
- c. To carry on business of electrical engineers and manufacture of all kinds of heavy and light electrical machinery and equipment and apparatus for any purpose and to install, sell, hire or otherwise deal with the same in any manner whatsoever.*
- d. To produce, manufacture, refine, treat, cure, process, prepare, import, export, purchase, sell, and generally deal in all kinds of sanitary fittings and bathroom fittings such as brass fittings, steel fittings tiles and ceramic ware.*
- e. To carry on the business as manufacturers, producers, processors, makers, convertors, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, stockist, agents, factors, dealers, distributors, hirers or otherwise deal in every description of household and industrial appliances, vessels and utensils of all types including induction cookers, transformers, stabilizers, UPS, inverters, batteries, dispensers, water purifiers, utensils, cooktops, cookware, kitchenware, lifestyle products, kitchen hoods (chimneys), hobs and other consumer durables and FMCG products.*
- f. To manufacture, set-up, buy, sell, store, distribute, generate, develop, advise, repair and deal in all kinds and sources of energy such as*

electrical, mechanical and light derived from conventional and non-conventional method, natural and other sources including renewable energy, in particular from the use of oil, gas, coal, water and other source of energy such as Solar, Geothermal, Wind, Bio Gas, Gobar Gas, Waste and other residual products thereof and also to use, purchase, acquire, supply, distribute and apply the same for electrical, electronic and other products which the company deals in presently or may deal in future.

- 5.6 There was no qualification, reservation or adverse remark or disclaimer made by the Statutory Auditors in their Audit Report obtained for the FY ended 31st March, 2018 of the Transferee Company.
- 5.7 Details of the Directors of the Transferee Company as on March 31, 2018 are as under:

Sl. No.	Name of Directors	DIN No.	Date of Appointment
1.	Sh. Anil Rai Gupta	00011892	30.09.1992
2.	Sh. Surjit Kumar Gupta	00002810	08.08.1983
3.	Sh. Ameet Kumar Gupta	00002838	22.12.2014
4.	Sh. Rajesh Kumar Gupta	00002842	21.03.1992
5.	Sh. Surender Kumar Tuteja	00594076	11.05.2010
6.	Sh. Vijay Kumar Chopra	02103940	30.01.2009
7.	Dr. Adarsh Kishore	02902810	28.07.2010
8.	Smt. Pratima Ram	03518633	28.07.2014
9.	Sh. Mohandas Tellicheery Venkataraman Pai	00042167	22.12.2014
10.	Sh. Puneet Bhatia	00143973	22.12.2014
11.	Sh. Vellayan Subbiah	01138759	18.10.2016
12.	Sh. Jalaj Ashwin Dani	00019080	16.08.2017
13.	Sh. Upendra Kumar Sinha	00010336	01.03.2018

PART D

6. TRANSFER AND VESTING OF ALL THE UNDERTAKINGS OF THE TRANSFEROR COMPANIES INTO THE TRANSFEREE COMPANY

- 6.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire Undertaking(s) of the Transferor Companies, including without limitation, all the assets, properties, debts, liabilities, losses, duties and obligations, including those arising on account of taxation laws and other allied laws of the Transferor Companies of every description and also including, without limitation, all the movable and immovable properties and assets, tangible or Intangible assets (whether or not recorded in the books of account of the Transferor Companies) of the Transferor Companies comprising, amongst others, all freehold land, leasehold land, building, plants, motor vehicles, manufacturing facilities, laboratories receivables, actionable claims, furniture and fixtures, computers, office equipment, electrical installations, generators, containers, telephones, telex, facsimile and other communication facilities and business licenses, licenses under Factories Act, manufacturing licenses, permits, deposits, authorisations, approvals, insurance cover of every description, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret, brands, registrations and other intellectual property rights, proprietary rights, title, interest, contracts, no objection certificates, deeds, bonds, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages and benefits, approvals, filings, dossiers, copyrights, industrial designs, trade secrets, know-how, data, formulations, technology, methodology, manufacturing procedures and techniques, test procedures, brand names, trade names and domain names, and all other interests in connection with or relating to and product registrations, applications and authorisations for product registrations, and all other interests exclusively relating to the goods or services, shall, under the provisions of Sections 230 to

232 of the Act, and pursuant to the orders of the National Company Law Tribunal, sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking of the Transferee Company.

6.1.1 Without prejudice to the generality of Clause 6.1 above, upon occurrence of the Effective Date, the Transferor Companies shall stand merged and amalgamated into the Transferee Company with effect from the Appointed Date.

6.2 Transfer of Assets

6.2.1 All the assets and properties, including all rights, title, interest and all entitlements therein, comprised in the Undertaking of whatsoever nature and wheresoever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, shall stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company.

6.2.2 Without prejudice to the provisions of Clause 6.2.1 above, in respect of such of the assets and properties of the Undertaking as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Companies and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance or any further additions or implications of stamp duty for the same.

6.2.3 In respect of movables other than those dealt with in Clause 6.2.2 above including sundry debts, Investment Limits, receivables, bills, credits, loans and advances of the Undertaking, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and

deposits with any Governmental Authority or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company.

6.2.4 All the licenses, brand names (as signified in the names of Transferor Companies), permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Companies so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Companies and shall remain valid, effective and enforceable on the same terms and conditions. With respect to transfer of brand names (signified in the names of Transferor Companies), suitable intimation shall be delivered to Registrar of Companies to not to make them available for others as the same are brand names transferable in favour of the Transferee Company.

6.2.5 All assets and properties of the Transferor Companies as on the Appointed Date, whether or not included in the books of the respective Transferor Companies, and all assets and properties which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into

effect of this Scheme. Provided however that no onerous assets shall have been acquired by the Transferor Companies after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

6.3 **Transfer of Liabilities**

- 6.3.1 All liabilities relating to and comprised in the Undertaking including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Companies of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the National Company Law Tribunal under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the respective Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.
- 6.3.2 All debts, liabilities, duties and obligations of the Undertaking as on the Appointed Date, whether or not provided in the books of the respective Transferor Companies, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Undertaking on or after the Appointed Date till the Effective Date, shall be deemed to be and shall

become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.

- 6.3.3 Where any such debts, loans raised, liabilities, duties and obligations of the Undertaking as on the Appointed Date have been discharged or satisfied by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
- 6.3.4 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Undertaking and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.

6.4 **Encumbrances**

- 6.4.1 The transfer and vesting of the assets comprised in the Undertaking to and in the Transferee Company under Clauses 6.1 and 6.2 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- 6.4.2 All the existing securities, mortgages, charges, encumbrances or liens (the "**Encumbrances**"), if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the assets comprised in the Undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no

Encumbrances shall have been created by the Transferor Companies over its assets after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

- 6.4.3 The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Undertaking transferred to and vested in the Transferee Company by virtue of this Scheme.
- 6.4.4 Any reference in any security documents or arrangements (to which the Transferor Companies are a party) to the Transferor Companies and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Companies transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Companies and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Company to give formal effect to the above provisions, if required.
- 6.4.5 Upon occurrence of the Effective Date, the Transferor Companies shall stand merged and amalgamated into the Transferee Company with effect from the Appointed Date and the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.

7. CONTRACTS. DEEDS. ETC.

- 7.1 All contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect

by, for or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies the Transferee Company had been a party or beneficiary or obligee or obligor thereto or thereunder.

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

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

8. **LEGAL PROCEEDINGS**

8.1 All Legal Proceedings of whatsoever nature by or against the respective

Transferor Companies pending at the Appointed Date and or arising after the Appointed Date till the Effective Date, shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the respective Transferor Companies, as and from the Effective Date.

- 8.2 After the Appointed Date, if any Legal Proceedings are taken against the respective Transferor Companies it shall defend the same at the cost of the Transferee Company and the Transferee Company shall reimburse and indemnify the respective Transferor Companies against all liabilities and obligations incurred by the Transferor Companies in respect thereof.
- 8.3 The Transferee Company undertakes to have all Legal Proceedings initiated by or against the respective Transferor Companies, transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the respective Transferor Companies.

9. **CONDUCT OF BUSINESS**

9.1 Upon occurrence of the Effective Date:

- (a) The respective Transferor Companies shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the Transferee Company.
- (b) All the profits or income accruing or arising to the respective Transferor Companies, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the Transferee Company.

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

9.2 With effect from the date of filing of this Scheme with the National Company Law Tribunal and up to and including the Effective Date:

- (a) The respective Transferor Companies shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group Company or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking or any part thereof save and except in each case in the following circumstances:
 - (i) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with National Company Law Tribunal; or
 - (ii) if the same is permitted by this Scheme; or
 - (iii) if consent of the Board of Directors of the Transferee Company has been obtained.
- (b) The respective Transferor Companies shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to its business and operations other than decisions already taken prior to approval of the Scheme by the respective Board of Directors (ii) any

agreement or transaction; (iii) any new business, or discontinue any existing business or change the capacity of facilities and (iv) such other matters as the Transferee Company may notify from time to time save and except in each case in the following circumstances:

- (i) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with National Company Law Tribunal; or
- (ii) if the same is permitted by this Scheme; or
- (iii) if consent of the Board of Directors of the Transferee Company has been obtained.

10. **TREATMENT OF TAXES**

Upon occurrence of the Effective Date:

- 10.1 Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Central Sales Tax Act, 1956 , any other state Sales Tax / Value Added Tax laws, Goods and Services Tax, luxury tax, stamp laws or other applicable laws/ regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the respective Transferor Companies to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.
- 10.2 All taxes (including income tax, wealth tax, sales tax, excise duty, customs duty, service tax, luxury tax, VAT, GST etc.) paid or payable by the respective Transferor Companies in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, luxury tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the respective Transferor Companies

in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.

- 10.3 Any refund under the Tax Laws due to respective Transferor Companies consequent to the assessments made on Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 10.4 Without prejudice to the generality of the above, all benefits including under the income tax, sales tax, excise duty, customs duty, service tax, luxury tax, VAT, GST etc., to which the respective Transferor Companies are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.

11. **STAFF, WORKMEN & EMPLOYEES**

- 11.1 All the permanent employees of the respective Transferor Companies who are in its employment as on the Effective Date shall become the permanent employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favourable than those on which they are engaged or employed by the Transferor Companies. It is clarified that the employees of the Transferor Companies who become employees of the Transferee Company by virtue of this Scheme, shall be entitled to all such employment policies and shall be entitled to avail of all schemes and benefits that may be applicable and available to any of the employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the employees of the Transferee Company), unless otherwise determined by the Board of Directors of the Transferee Company. The Transferee Company undertakes to continue

to abide by any agreement/ settlement, if any, validly entered into by the Transferor Companies with any union/employee of the Transferor Companies (as may be recognized by the Transferor Companies). After the Effective Date, the Transferee Companies shall be entitled to vary the terms and conditions as to employment and remuneration of the employees of the Transferor Companies on the same basis as it may do for the employees of the Transferee Company.

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

12. **CONSIDERATION:**

12.1 Transferor Companies are the wholly owned subsidiaries of the Transferee Company. Upon the Scheme being sanctioned by the Hon'ble Tribunal and the transfer having been effected as provided hereinabove, all equity shares held by the Transferee Company and its Nominee(s) in the

Transferor Companies shall be cancelled and extinguished as on the Appointed Date. Accordingly, there will be no issue and allotment of equity shares of the Transferee Company to the Shareholders of the Transferor Companies upon this Scheme becoming effective.

12.2 Upon the Scheme becoming effective, the Authorized Share Capital of the Transferee Company of Rs. 100,05,00,000/- (Rupees One Hundred Crore and Five Lakhs only) divided into 100,05,00,000 equity shares of Re. 1/- each, in terms of the provisions of the Companies Act, shall without further act or deed stand increased by the amount of cumulative Authorised Share Capital of the all the Transferor Companies by Rs. 3,15,00,000 and Rs. 55,00,000 divided into 5,50,000 Redeemable Preference Shares of Rs. 10 each, without payment of any additional fees or charges to the Registrar of Companies. The fees paid by respective Transferor Companies to the Registrar of Companies for their respective authorized share capital shall be deemed to have been paid by the Transferee Company. Upon the coming into effect of the Scheme, the Capital Clause V of the Memorandum of Association of the Transferee Company shall, without any further act or deed be replaced by the following Clause and the Transferee Company will not be required to pass any fresh resolution in this regard:

“The Authorised Capital of the Company is Rs. 103,75,00,000/- (Rupees One Hundred and Three Crores Seventy Five Lakhs only) divided into 103,20,00,000 (One Hundred and Three Crores Twenty Lakhs only) Equity Shares of Re. 1/- (Rupee One only) each and 5,50,000 (Five Lakh Fifty Thousand only) Redeemable Preference Shares of Rs. 10 (Rupees Ten only) each.”

12.3 It is clarified that for the purposes of Clause 12.2, the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting the amendment, and no further resolution(s) under the applicable provisions of the Act, would be required to be separately passed, nor any registration fee, stamp duty, etc. shall be payable by the Transferee Company.

- 12.4. Save as provided in Clause 12.2 above, the Transferee Company shall increase/ modify its Authorized Share Capital, as applicable, for the purpose of implementing the terms of this Scheme.
- 12.5. It is clarified that no Special Resolution under Section 62 of the Act shall be required to be passed by the Transferee Company separately in a general meeting for issue of shares to the shareholders of the Transferor Companies under this Scheme and on the members of the Transferee Company approving this Scheme, it shall be deemed that they have given their consent to the issue of equity shares of the Transferee Company to the shareholders of the Transferor Companies in the Share Exchange Ratio.

PART E

13. ACCOUNTING TREATMENT

- 13.1 Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in its books of account in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Companies Act, as applicable on the Effective Date.
- 13.2 Accounting policies of the Transferor Companies will be harmonized with that of the Transferee Company following the amalgamation (i.e. merger by way of absorption).
- 13.3 The Transferee Company shall, upon the Scheme being sanctioned by the National Company Law Tribunal, record the assets and liabilities of the Transferor Companies vested in it pursuant to the Scheme of Amalgamation, at the respective book values thereof as appearing in the books of the Transferor Companies, prepared in accordance with Indian Accounting Standards.

- 13.4 Amounts lying in the balance of the "Profit and Loss Account" in the books of account of the Transferor Companies shall be adjusted by the Transferee Company to its "Profit and Loss Account."
- 13.5 The inter-company balances between the Transferee Company and the Transferor Company, if any appearing in the books of the Transferee Company shall stand cancelled. Further, the value of investments held by the Transferee Company on the Appointed date shall stand cancelled pursuant to amalgamation.
- 13.6 If there is any difference in accounting policies of the Transferor Companies and that of the Transferee Company, the impact of the same till the appointed date will be quantified and same should be appropriately adjusted and reported in accordance with the applicable accounting rules and principles, so as to ensure that the financial statement of the Transferee Company reflects the financial position on the basis of consistent accounting policies.
- 13.7 The difference between the share-capital of the Transferor Companies and the book value of the investments cancelled in terms of Clause 13.5 above shall be transferred to Capital Reserve and would be presented separately from other capital reserves in the books of Transferee Company. However, where such difference between the share-capital of the Transferor Companies and the book value of the investments cancelled in terms of Clause 13.5 is negative, such negative balance shall be adjusted to General Reserve.
- 13.8 Subject to the above, the reserves of the Transferor Company will be incorporated in the books of the Transferee Company in the same form as they appeared in the financial statements, prepared in accordance with Indian Accounting Standards, of the Transferor Company.
- 13.9 Further in case of any difference in accounting policy between the Transferor

Companies and the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the Retained earnings of the Transferee Companies, to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

PART F

GENERAL TERMS AND CONDITIONS

14. COMPLIANCE WITH LAW

- 14.1 **Scheme becoming effective:** Subject to the stipulations of Clause 17 (Conditionality), this Scheme shall become effective on occurrence of Effective Date.
- 14.2 This Scheme is presented and drawn up to comply with the provisions/ requirements of Sections 230 to 232 of the Act, for the purpose of amalgamation of the Transferor Companies with the Transferee Company and other related arrangements and compromise, including reorganization of shareholding, etc., amongst the Transferor Companies, the Transferee Company and / or their respective shareholders.
- 14.3 This Scheme has been drawn up to comply with the conditions relating to 'amalgamation' as specified under the tax laws, including section 2(1B) and other relevant sections of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the Income Tax Act, 1961 shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of the Transferor Companies and the Transferee Company, which power shall be exercised

reasonably in the best interests of the companies concerned and their stakeholders.

14.4 Upon occurrence of the Effective Date, Transferee Company is expressly permitted to revise its financial statements, as may be necessary to give effect to this Scheme.

14.5 This Scheme shall not in any manner affect the right of any of the creditors of the Transferor Companies, who shall continue to enjoy all such rights against the Transferee Company, as they had against the Transferor Companies.

15. **DISSOLUTION OF THE TRANSFEROR COMPANIES WITHOUT WINDING UP**

Upon occurrence of the Effective Date, the Transferor Companies shall stand dissolved without winding-up, and the Board of Directors and any committees thereof of the Transferor Companies shall without any further act, instrument or deed be and stand dissolved.

16. **VALIDITY OF EXISTING RESOLUTIONS, ETC.**

Upon occurrence of the Effective Date, the resolutions, if any, of Transferor Companies, which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

17. **CONDITIONS TO AND DATE OF SCHEME BECOMING EFFECTIVE:**

17.1 Subject to Clause 17.2 hereof, the Scheme in its present form or with any modification(s) approved or directed by the National Company Law Tribunal or any other appropriate authority shall be effective from the Appointed Date, but shall be operative from the Effective Date

17.2 This Scheme is and shall be conditional upon and subject to:

- i. The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme;
- ii. The certified copies of the orders of the National Company Law Tribunal under Sections 230 to 232 of the Act sanctioning the Scheme are filed with the Registrar of Companies, Delhi and Haryana and the Registrar of Companies, Bangalore; and
- iii. Compliance with such other conditions as may be directed by the National Company Law Tribunal.

18. **APPLICATION TO NATIONAL COMPANY LAW TRIBUNAL**

The Transferor Companies and the Transferee Company shall, with all reasonable diligence, make and pursue applications to the National Company Law Tribunal, New Delhi and Bangalore Bench, for sanctioning this Scheme of Amalgamation under Section 230 and 232 of the Act, for carrying this Scheme into effect and for dissolution of the Transferor Companies without winding up.

19. **MODIFICATIONS**

- 19.1 Subject to approval of NCLT, the Transferor Companies and the Transferee Company by their respective Board of Directors or any director/executives or any committee authorised in that behalf (hereinafter referred to as the "**Delegate**") may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which Jurisdictional NCLT or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the Transferor Companies and the Transferee Company may in their discretion accept, or such modification(s) or addition(s) as the Board of Directors of the Transferor Companies and the Transferee Company or as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this

Scheme. The Transferor Companies and the Transferee Company by their respective Boards of Directors or Delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by NCLT or any Governmental Authorities, which the Board of Directors of the Transferor Companies or the Transferee Company find unacceptable for any reason, then the Transferor Companies and the Transferee Company shall be at liberty to withdraw the Scheme.

- 19.2 For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Delegates (acting jointly) of the Transferor Companies and Transferee Company may give and are authorised to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any of the Transferor Companies) or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme. For the avoidance of doubt, it is clarified that where this Scheme requires the approval of the Board of Directors of the Transferor Companies or the Transferee Company to be obtained for any matter, the same may be given through their Delegates.

20. **EFFECT OF NON-RECEIPT OF APPROVALS**

- 20.1 In the event any of the approvals or conditions enumerated in the Scheme not

being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Companies shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the National Company Law Tribunal, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

- 20.2 Further, in the case of non-receipt of approvals to the Scheme, no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the Transferor Companies or the Transferee Company or their shareholders or creditors or employees or any other person.

21. **COSTS. CHARGES. EXPENSES AND STAMP DUTY**

All costs, charges and expenses (including any taxes and duties) incurred or payable by each of the Transferor Companies and Transferee Company in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Companies with the Transferee Company in pursuance of this Scheme, including stamp duty on the Orders of National Company Law Tribunal, if any and to the extent applicable and payable, shall be borne and paid by the Transferee Company.

Schedule-I

List of Tangible and Intangible Assets as on 1st Day of April, 2018

S No	Asset	Location
1.	Leasehold Land and Building-Unit-1	Shibra Farms,Nagasandra Main Road,Near 8th Mile Tumkur Road, Bangalore-560073
2.	Leasehold Land and Building-Unit-2	Survey No. 250/2, Murli Mohan Godown N H 4 Huchegowdanapalya T.Begur Village & Post, Nelamangala T.Begur Bangalore Rural Karnataka 562123
3.	Other Moveable Assets – Unit -1	Shibra Farms,Nagasandra Main Road,Near 8th Mile Tumkur Road, Bangalore-560073
4.	Other Moveable Assets – Unit - 2	Survey No. 250/2, Murli Mohan Godown N H 4 Huchegowdanapalya T.Begur Village & Post, Nelamangala T.Begur Bangalore Rural Karnataka 562123

Schedule-II

List of Licenses/Brand/Trade Names, etc. as on 1st day of April, 2018

A. List of Licences & Trade Marks

S No	Type of Registration Certificate	Reg. No	Valid Upto	Issuing Authority
1.	Factory License -Unit-1	MYB-17482	31.12.2020	Department of Factories & Boilers
2.	Factory License -Unit-2	MYB-22635	31.12.2018	Department of Factories & Boilers
3.	Hazardous Waste Authorisation	NO.PCB/152/WMC/AUTHORIZATI ON/2015/H1400	30.06.2020	Karnataka State Pollution Control Board
4.	PF Registration	KN/BN/PYPNY0031335000	NA	Employee Provident Fund organisation Regional Office Bangalore
5.	ESI Registration	KAR.INSPN.49-30264-52	NA	Employee State Life Insurance Corporation
6.	PT Registration	P01212608	NA	Commercial Tax Department
7.	Contract Labour License -Unit1- Office	ALCB1/CLA/P-31/2015-16	NA	Department of Labour
8.	Contract Labour License -Unit1- Factory	ALC-B-1/CLA/P-1000000356/2016- 17	NA	Department of Labour
9.	Combined Consent for operating Air & Water KSPCB - Unit1-Office	PCB/BNG- DASARAHALLI/WPC/APC/2013- 14/R1451	31.12.2022	Karnataka State Pollution Control Board
10.	Combined Consent for operating Air & Water KSPCB - Unit2- Factory	CTE-10539913	29.12.2022	Karnataka State Pollution Control Board
11.	Legal Metrology	KAR-1124436/16-17	NA	Department of Legal Metrology
12.	BBMP Trade License	DA06039746153608341	31.03.2019	Bruhat Bangalore Mahanagara Palike

13.	Fire NOC -Unit-1-Office	C.NO.69/CFO/BWZ/2017	17.11.2018	Karnataka Fire & Emergency Services Department
14.	Fire NOC -Unit-2-factory	C.NO.70/CFO/BWZ/2017	17.11.2018	Karnataka Fire & Emergency Services Department
15.	Shops & Establishment License - Unit II	NML/T.B/CE/0006/2016	31.12.2020	Office of Labour Inspector- Nelamangala Circle
16.	ISO 9001:2015 QMS	PRESPL/QMS/GR/01/435	23.08.2019	ISO
17.	ISO 14001:2015 EMS	PRESPL/QMS/GR/01/435	23.08.2019	ISO
18.	R&D Certificate	TU/IV-RD/3877/2018	31.03.2021	Department of Scientific & Industrial Research
19.	GST registration	29AAECP8149G1Z1	NA	Government of Karnataka
20.	PAN	AAECP8149G	NA	Income Tax Department
21.	Export License	EEPC/ROC/DVK/REGN/2018/2159	31.03.2019	Engineering Export Promotion Council
22.	Trade Mark Registration	Trade Mark No. 3370339 as of date 22/09/2016	NA	Trade Marks Registry, Mumbai, Government of India
23.	Trade Mark Registration	Trade Mark No. 3370342 as of date 22/09/2016	NA	Trade Marks Registry, Mumbai, Government of India

B. List of Trade Names & Brand Names

1. Trade Name comprised in “**Standard Electrical**”
2. Trade Name comprised in “**Promptec**”
3. Trade Name comprised in “**Lloyd**”