

Date : 30.07.2018

The Secretary BSE Limited Corporate Relationship Department Phiroze Jeejeebhoy Towers Dalal Street, Fort, <u>Mumbai – 400 001</u> BSE CODE– 533281	The Manager National Stock Exchange of India Ltd. Listing Department, 5 th floor, Exchange Plaza, C-1, Block-G Bandra – Kurla Complex, Bandra (East) <u>Mumbai – 400 051</u> NSE CODE: TECHNO
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Sub : **Fixation of Record Date (Revised) by Simran Wind Project Limited ('Transferee Company')**

Re : **Scheme of Amalgamation of Techno Electric & Engineering Company Limited ('Transferor Company') with Simran Wind Project Limited ('Transferee Company')**

Dear Sirs,

With reference to the above and further to the Scheme of Amalgamation of Techno Electric & Engineering Company Limited ('Transferor Company') with Simran Wind Project Limited ('Transferee Company') as sanctioned by the Allahabad Bench of the Hon'ble National Company Law Tribunal (NCLT) on 20th July, 2018, we would like to inform you that Simran Wind Project Limited ('Transferee Company') have fixed **9th August, 2018** (Thursday) as the '**Record Date**' for the purpose of determining the members of the Techno Electric & Engineering Company Limited ('Transferor Company') to whom Equity Shares in Simran Wind Project Limited ('Transferee Company') will be issued and allotted in the ratio of 1:1 Equity Share of Rs. 2/- each fully paid up for every 1 Equity share of Rs. 2/- each fully paid up held in Techno Electric & Engineering Company Limited (Transferor Company).

In this regard we are enclosing herewith the following information/documents for your necessary action:

- (i) Certified copy of the Order passed by the Allahabad Bench of the Hon'ble National Company Law Tribunal (NCLT) on 20th July, 2018, sanctioning the Scheme of Amalgamation.
- (ii) Synopsis of the Scheme.
- (iii) Copy of Form INC 28 filed by both Transferor and Transferee Companies with the Registrar of Companies, Uttar Pradesh on 24th July, 2018.

Simran Wind Project Limited

CIN: U40108UP2005PLC094368

Regd. Office: C-218, Ground Floor (GR-2), Sector-63, Noida, Gautam Buddha Nagar, Uttar Pradesh, India, 201307

Corporate Office: 3F, Park Plaza, North Block, 71 Park Street, Kolkata-700 016, Tel.: 033-4051 3000, Fax: 033-4051 3328

Website: www.technoenergy.co.in



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It has been decided to convene a meeting of the Board on 10th August, 2018 (Friday) to inter alia consider issue and allot Equity Shares in Simran Wind Project Limited ('Transferee Company') to the members of the Techno Electric & Engineering Company Limited (Transferor Company) as on the Record Date i.e. 9th August, 2018 (Thursday) in the ratio of 1:1 Equity Share of Rs. 2/- each fully paid up for every 1 Equity shares of Rs. 2/- each fully paid up held by them in Techno Electric & Engineering Company Limited (Transferor Company).

Please take above information on your record.

Thanking you,

Yours faithfully,
For **Simran Wind Project Limited**


(Ankit Saranya)
Whole-time Director
(DIN : 02771647)

Simran Wind Project Limited

CIN: U40108UP200SPLC094368

Regd. Office: C-218, Ground Floor (GR-2), Sector-63, Noida, Gautam Buddha Nagar, Uttar Pradesh, India, 201307

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FORM NO. CAA.7
[Pursuant to Section 232 and Rule 20]

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT ALLAHABAD**

**COMPANY PETITION NO. 168/ALD OF 2018
CONNECTED WITH
COMPANY APPLICATION (CAA) NO. 18/ALD/2018**

(DISTRICT: GAUTAM BUDH NAGAR)

In the matter of Scheme of Amalgamation of:

Techno Electric & Engineering Company Limited, a Company incorporated under the provisions of the Companies Act, 1956 and being a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. L40108UP2005PLC094304 and its registered office at C-218, Sector-63, Ground Floor (GR-1), Noida, Uttar Pradesh 201 307.

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

And

Simran Wind Project Limited, a Company incorporated under the provisions of the Companies Act, 1956 and being a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U40108UP2005PLC094368 and its registered office at C-218, Sector-63, Ground Floor (GR-2), Noida, Uttar Pradesh 201 307.

..... Petitioner Company No.2/ Transferee Company

Order under Section 232

The Present petition is filed under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with Rules framed there under as in force from time to time for the Sanction of Proposed Scheme of

Amalgamation of **Techno Electric & Engineering Company Limited** (Transferor Company / Petitioner Company I) with **Simran Wind Project Limited** (Transferee Company / Petitioner Company II). The Petitioner

Company No. 1 is a listed company. As part of the Scheme, the merged entity would retain the name of the Transferor Company, and there would be merger



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of the authorised share capital of the Transferor Company and the Transferee Company in the merged entity. The exchange ratio was fixed at 1:1 and the entire shareholding of the Transferee Company shall stand cancelled under the Scheme of Amalgamation.

Previously, the Petitioner Companies jointly filed CAA No. 18/ALD/2018 for the sanction of the Scheme of Amalgamation. This Tribunal, vide its order dated 31.01.2018 directed the convening of the meeting of the Equity Shareholders of the Transferor Company and dispensed with the meetings of the creditors (secured and unsecured) of both the Petitioner Companies as also the shareholders of the Transferee Company.

The meeting of the Equity Shareholders of the Transferor Company was convened on 17.03.2018 under the Chairmanship of Shri Prem Kumar Malhotra, who reported that the resolution had been carried by requisite majority. The declaration of the results of the meeting were posted on the website of the Transferor Company on 24th March, 2018 and published in the newspapers "Business Standard" and "Dainik Jagran" on 31.03.2018.

The Tribunal vide its order dated 20.04.2018, directed the Petitioner Companies to effect newspaper publication of a notice to invite response/objection, if any, from the public and further directed issuance of notices to the statutory authorities. The Petitioner Companies served notices upon the Central Government through the Regional Director (Northern Region), the Registrar of Companies, the Official Liquidator, Allahabad, and the Income Tax Authorities. Publication was also made in two newspapers "Business Standard" (English) and "Dainik Jagran" (Hindi).



The Tribunal examined the report of the Official Liquidator, wherein it is stated that there is nothing objectionable in the Scheme of Amalgamation. The Tribunal also examined the affidavit filed by the Regional Director (Northern Region), as also the supplementary affidavit filed by him, objecting to the share exchange ratio as also the change in name of the Transferee Company proposed under the Scheme. The aforesaid objections raised by the Regional Director (Northern Region) have been found to be unsustainable and rejected by this Tribunal in its final order passed on 13.07.2018.

Upon hearing Shri Rahul Agarwal, Advocate for the Petitioner Companies and Shri Kuldeep Singh, STA (on behalf of Official Liquidator) and in view of the approval of the Scheme without any modification by the Shareholders, Secured and Unsecured Creditors of the Petitioner Companies and in view of the Report of the Official Liquidator stating therein that the affairs of the Petitioner Companies do not appear to have been conducted in a manner prejudicial to the interests of any person/party or to public interest, this Tribunal finds that the proposed Scheme of Amalgamation does not seem to be contrary to the public policy, nor prejudicial to the interest of shareholders or detrimental to public interest at large. In addition to above, all the statutory compliance either seems to have been complied with or further undertaken for making compliances by Petitioner Companies. Therefore, the present Petition deserves to be allowed in terms of its Prayer clause. In the result, the Scheme of Amalgamation annexed to Company Petition is duly approved and sanctioned.



THIS TRIBUNAL DO HEREBY SANCTION THE SCHEME OF AMALGAMATION SET FORTH AS ANNEXURE 1 OF THE PETITION HEREIN AND IN THE SCHEDULE HERETO AND DO TH HEREBY

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DECLARE THE SAME TO BE BINDING ON THE SHAREHOLDERS, SECURED CREDITORS AND UNSECURED CREDITORS OF THE ABOVE NAMED PETITIONER COMPANIES AND ALSO ON THE SAID PETITIONER COMPANIES WITH EFFECT FROM THE APPOINTED DATE i.e. 1ST DAY OF APRIL, 2017.

AND THIS TRIBUNAL DOETH ORDER:

- I. That the Transferor Company shall stand dissolved without being wound-up;
- II. That upon this Scheme becoming effective and consequent to the amalgamation of the Transferor Company with the Transferee Company, the authorised Share Capital of the Transferor Company shall stand merged into and combined with the authorised Share Capital of the Transferee Company, without any further act of deed, and without payment of any registration or filing fee on such combined authorised Share Capital, the Transferor Company and the Transferee Company having already paid such fees. Accordingly, the authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Company with the Transferee Company shall be a sum of Rs. 360,00,00,000/- divided into 139,99,00,000 Equity Shares of Rs.2/- each and 8,00,20,000 Preference Shares of Rs.10/- each. Clause V of the Memorandum of Association of the Transferee Company shall stand

altered accordingly and substituted by the following Clause:



The authorised Share Capital of the Company is Rs 360,00,00,000/- (Rupees Three Hundred Sixty Crores) divided into 139,99,00,000 (One Hundred Thirty Nine Crores Ninety Nine Lakhs) Equity Shares of Rs.2/-

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(Rupees Two) each and 8,00,20,000 (Eight Crores Twenty Thousand) Preference Shares of Rs.10/- (Rupees Ten) each."

- III. That all equity shares held by the Transferor Company in the share capital of Transferee Company shall stand cancelled without any further act or deed and in lieu thereof, no allotment of any new shares in the Transferee Company shall be made to any person whatsoever. Any adjustment required in the aggregate face value of such equity share capital shall be made from the Securities Premium Account of the Transferee Company, which shall stand reduced accordingly. The Transferee Company shall not be required to add "*and reduced*" as suffix to its name;
- IV. That all the property, rights and powers of the Transferor Company specified in the first, second and third parts of the Schedule hereto and all other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall, pursuant to section 232 of the Act, be transferred to and vested in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same;
- V. That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall, pursuant to section 232 of the Act, be transferred to and become the liabilities and duties of the Transferee Company;



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- VI. That all proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company, which shall include liability to pay Income Tax, GST or any other tax, if any;
- VII. That the Transferee Company without further application undertake to allot such members of the Transferor Company, as have not given such notice of dissent, as is specified by the Scheme of Amalgamation herein the shares in the Transferee Company to which they are entitled under the said Scheme of Amalgamation;
- VIII. That the Transferor Company shall within thirty days of the date of the receipt of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered the Transferor Company shall be dissolved and the Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said two companies shall be consolidated accordingly;
- IX. That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary;
- X. Consequent to the amalgamation and upon Scheme becoming effective, the name of Transferee Company shall be changed to "Techno Electric & Engineering Company Limited". Clause I of the Memorandum of Association shall stand altered accordingly;



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XI. All concerned regulatory authorities to act on a copy of this order annexed with the Scheme duly authenticated by the Assistant Registrar, National Company Law Tribunal, Allahabad Bench;

XII. Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal to the Scheme will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners; and

XIII. While approving the Scheme as above, it is clarified that this order should not be construed as, in any way, granting exemption from payment of stamp duty (if any is applicable), taxes (including income tax, GST or any other charges, if any are applicable) and payment in accordance with law or in respect to any permission/ compliance with any other requirement which may be specifically required under any law.

SCHEDULE - 1

Scheme of Amalgamation as sanctioned by the Tribunal

SCHEDULE - 2

List of Assets - Attached

Dated: 20th day of July, 2018



SCHEDULE-1

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Scheme of Amalgamation

(PURSUANT TO SECTIONS 230 AND 232 OF THE COMPANIES ACT, 2013)

of

Techno Electric & Engineering Company Limited

with

Simran Wind Project Limited

PART - I

(Preliminary)

I. DEFINITIONS:

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

- i. "Act" means the Companies Act, 2013 or any statutory modifications or re-enactment thereof.
- ii. "Appointed Date" means the 1st day of April, 2017.
- iii. "Board of Directors" or "Board" means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof.
- iv. "Effective Date" means the date or last of the dates on which certified copies of the order of the Hon'ble Tribunal sanctioning this Scheme are filed by the Transferor Company and the Transferee Company with the Registrar of Companies, Uttar Pradesh.
- v. "Scheme" means this Scheme of Amalgamation of the Transferor Company with the Transferee Company in its present form or with such modifications as sanctioned by the Hon'ble Tribunal.
- vi. "Transferor Company" means Techno Electric & Engineering Company Limited, a Company incorporated under the provisions of the Companies Act, 1956 and being a Company within the meaning of the Companies Act, 2013 having its registered office at C-218, Ground Floor (GR-1), Sector-63, NOIDA 201 307 in the State of Uttar Pradesh.
- vii. "Transferee Company" means Simran Wind Project Limited, a Company incorporated under the provisions of the Companies Act, 1956 and being a Company within the meaning of the Companies Act, 2013 and having its registered office at C-218, Ground Floor (GR-2), Sector-63, NOIDA 201307 in the State of Uttar Pradesh.



viii. "Tribunal" means the Hon'ble National Company Law Tribunal having its Bench at Allahabad.

ix. "Undertaking of the Transferor Company" means and includes:

- (i) All the properties, assets, rights and powers of the Transferor Company; and
- (ii) All the debts, liabilities, duties and obligations of the Transferor Company.

Without prejudice to the generality of the foregoing clause the said Undertaking shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including all lands, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, loans and advances, leases and all other interests and rights in or arising out of such property together with all liberties, easements, advantages, exemptions, approvals, licenses, trade marks, patents, copyrights, import entitlements and other quotas, if any, held, applied for or as may be obtained hereafter by the Transferor Company or which the Transferor Company is entitled to together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Company.

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

2. **SHARE CAPITAL:**

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company and the Transferee Company as on the date of the approval of the Scheme by the Boards of the said Companies, i.e. as on 6th July, 2017 is as under:

i. The Transferor Company:

<u>Authorised Share Capital:</u>	<u>(Rs.)</u>
42,49,00,000 Equity Shares of Rs.2/- each	84,98,00,000
5,50,20,000 Preference Shares of Rs.10/- each	55,02,00,000

	140,00,00,000

Issued, Subscribed and Paid up Share Capital:

11,26,82,400 Equity Shares of Rs.2/- each fully paid up	22,53,64,800
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ii. The Transferee Company:



<u>Authorised Share Capital:</u>	10	(Rs.)
139,99,00,000 Equity Shares of Rs.2/- each		279,98,00,000
₹,00,20,000 Preference Shares of Rs.10/- each		80,02,00,000

		360,00,00,000

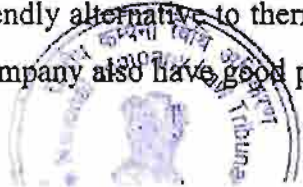
Issued, Subscribed and Paid up Share Capital:

11,26,82,400 Equity Shares of Rs.2/- each fully paid up	22,53,64,800

The entire Paid-up Equity Share Capital of the Transferee Company is held by the Transferor Company along with its nominees. Accordingly, the Transferee Company is a wholly owned (100%) subsidiary of the Transferor Company.

3. OBJECTS AND REASONS:

- i. The Transferor Company is a well established engineering, procurement and construction (EPC) contracting company with its focus primarily on the Indian power sector. The Transferor Company provides engineering, procurement and construction services for Fuel Oil Storage and Handling Systems, Comprehensive Piping systems including Power Cycle Piping, Process Plant installation, Fire Protection Systems, Extra High Voltage (EHV) Switchyards, EHV Sub Stations, Power Plant Cabling System, Plant Electrical Distribution System including Plant Earthing Systems and Lightning Protection System and Plant Illumination Systems and such like. The Transferor Company also possess specific domain knowledge that enables it to serve the Steel, Fertilizer, Metals and Petrochemicals sectors along with specialized jobs in diversified manufacturing. The Transferor Company has also forayed into providing transmission network solutions on the Build, Own, Operate and Transfer (BOOT) and Build, Own, Operate and Maintain (BOOM) segment of such business through two of its subsidiaries. The Transferor Company also has substantial interests in the business of generating power from wind mills through the Transferee Company as mentioned hereinafter.
- ii. The Transferee Company is engaged in the business of acquiring and commissioning wind mills. Recognising the potential existing in such business, the Transferor Company acquired the entire Share Capital of the Transferee Company from its promoters and the Transferee Company is accordingly a wholly owned (100%) subsidiary of the Transferor Company. At present, the Transferee Company has a total of 79 wind mills with an aggregate rated power generating capacity of 129.90 MW at various locations in the States of Tamil Nadu and Karnataka. Such business of generating power from wind mills has good potential for further growth and developments as it represents an environment friendly alternative to thermal and nuclear power. The other businesses of the Transferor Company also have good potential for growth and development. In view, inter alia, of the



same, there are plans for expansion in all the business segments for which significant funds are required to be raised in the coming years.

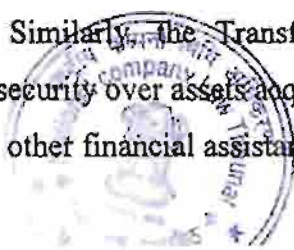
- iii. The undertakings and business of the Transferor Company and the Transferee Company can be combined, held and pursued in one entity more conveniently and advantageously with better capacity for fund raising, growth and expansion. Further, the Transferee Company is a project ownership company which has invested substantial amount in its capital assets. In the new projects being undertaken and proposed to be undertaken in the business of the Transferor Company, ownership of such capital assets will enable the said business to fulfill more effectively the pre-qualification criteria for bidding for such new projects. Amalgamation of the two companies is proposed accordingly. The operating units of the Transferee Company are however situated at various locations and are also more numerous as compared to those of the Transferor Company, as aforesaid. Further, the Transferor Company does not have any permanent operating facility in its EPC business in any one location, as the nature of such business is such that it is primarily carried on by providing on-site services at various customer locations. In view, inter alia, of the same and nature of the respective undertakings and assets of the said companies, as aforesaid, operationally it is considered more convenient to amalgamate the Transferor Company with the Transferee Company than vice-versa.
- iv. In the circumstances it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company with the resulting amalgamated entity adopting and succeeding to the more established name and goodwill of the Transferor Company in the manner and on the terms and conditions stated in this Scheme of Amalgamation.
- v. The amalgamation will enable appropriate consolidation and integration of the operations and activities of the Transferor Company and the Transferee Company and result in the formation of a larger and more broad based company having greater capacity to raise and access funds for growth and expansion of its business, marketing and selling its products and services and conducting trade on more favourable terms.
- vi. The business of the amalgamated entity will be carried on more efficiently and economically as a result, inter alia, of pooling and more effective utilisation of the combined resources of the said companies and substantial reduction in costs and expenses which will be facilitated by and follow the amalgamation. As such the amalgamation of the Transferor Company with the Transferee Company will enable greater realisation of the potential of the business of the Transferor Company and the Transferee Company in the merged entity and have beneficial results for the said Companies, their shareholders and all concerned.



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4. TRANSFER OF UNDERTAKING:

- 4.1 With effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme. Accordingly, the Undertaking of the Transferor Company shall, pursuant to the provisions contained in Section 232 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and manner of vesting, stand transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company, as a going concern without any further act, deed, matter or thing (save as provided in Clause 4.2 below) so as to become on and from the Appointed Date, the Undertaking of the Transferee Company.
- 4.2 It is expressly provided that in respect of the assets of the Transferor Company as are movable in nature or otherwise capable of being transferred by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company accordingly without requiring any deed or instrument of conveyance for the same.
- 4.3 In respect of the assets of the Transferor Company other than those referred to in Clause 4.2 above, the same shall, be transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company pursuant to an order passed under the provisions of Section 232 of the Act.
- 4.4 All debts, liabilities, duties and obligations of the Transferor Company shall be transferred to the Transferee Company, without any further act or deed, pursuant to the provisions of Section 232 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.
- 4.5 The transfer of the Undertaking of the Transferor Company, as aforesaid, shall be subject to the existing charges, if any, over or in respect of any of the assets or any part thereof, provided however that such charges shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer of such assets to the Transferee Company and no such charges shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges in



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respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.

4.6 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates obtained by the Transferor Company for their operations and/or to which the Transferor Company is entitled to in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to the Transferee Company, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Since the Undertaking of the Transferor Company will be transferred to the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates and to carry on and continue the operations of the Undertaking of the Transferor Company on the basis of the same upon this Scheme becoming effective. Further, all benefits to which the Transferor Company is entitled in terms of the various Statutes and / or Schemes of Union and State Governments, including credit for MAT, Advance tax and tax deducted at source and other benefits under Income Tax Act, tax credits and benefits relating to Excise (including Modvat/Cenvat), Sales Tax, Service Tax, Goods and Services Tax subsidies, grants etcetera shall be available to the Transferee Company upon this Scheme becoming effective.

4.7 Taxes, if any, paid or payable by the Transferor Company on or after the Appointed Date shall be treated as paid or payable by the Transferee Company and the Transferee Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable. Upon the Scheme becoming effective, the Transferor Company and / or the Transferee Company shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Tax laws and to claim refunds and/ or credit for taxes paid and for matters incidental thereto, as may be required to give effect to the various provisions of this Scheme.

4.8 For the removal of doubts, it is clarified that to the extent that there are inter-company loans, deposits, obligations, balances or other outstanding as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of such inter-company loans, deposits or balances, with effect from the Appointed Date.



5. **LEGAL PROCEEDINGS:**

14.

If any suits, actions and proceedings of whatsoever nature (hereinafter called "the Proceedings") by or against the Transferor Company is pending on the Effective Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.

6. **CONTRACTS AND DEEDS:**

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

7. **SAVING OF CONCLUDED TRANSACTIONS:**

The transfer of the Undertaking of the Transferor Company under Clause 4 above, the continuance of Proceedings under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above, shall not affect any transaction or Proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

8. **EMPLOYEES:**

On and from the Effective Date:

- 8.1 All the employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance or interruption in service on the said date. Accordingly, it is clarified that the terms and conditions of service applicable to the said employees in the Transferee Company will not in any way be less favourable to them than those applicable to them immediately before the transfer.



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

8.3 It is expressly provided that the Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.

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

The Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 232 of the Act.

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

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

- i. The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.
- ii. The Transferor Company shall carry on its businesses and activities with due diligence and business prudence and shall not charge, mortgage, encumber or otherwise deal with their assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of their business, without the prior written consent of the Transferee Company.
- iii. All profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company including accumulated losses shall for all purposes be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.

10.2 The Transferor Company and the Transferee Company shall however be entitled to declare and pay dividend, to their respective shareholders for the period from the Appointed Date to the Effective Date or any part thereof consistent with the past practice or in ordinary course of business, whether interim or final. Any other dividend shall be

recommended/ declared only by mutual consent of the Transferor Company and the Transferee Company. It is clarified that the aforesaid provisions in respect of dividend are enabling provisions only and shall not be deemed to confer any right on any shareholder of the said companies to demand or claim or be entitled to any dividend which, subject to the provisions of the said Act, shall be entirely at the discretion of the respective Boards of the Transferor Company and the Transferee Company and subject to approval, if required, of their shareholders.

11. ISSUE OF EQUITY SHARES

11.1 Upon the Scheme coming into effect, and without any further application, act or deed, the Transferee Company shall, in consideration of the amalgamation, issue and allot to the members of the Transferor Company holding fully paid-up Equity Shares in the Transferor Company and whose names appear in the Register of Members of the Transferor Company on such date ("**Record Date**"), as the Board of Directors of the Transferee Company shall determine, Equity Shares of the face value of Rs.2/- each in the Transferee Company, credited as fully paid up with rights attached thereto as hereinafter mentioned (hereinafter referred to as the "**New Equity Shares**") in the following ratio:

1 (One) New Equity Share of Rs.2/- each in the Transferee Company credited as fully paid up for every 1 (One) Equity Share of Rs.2/- each fully paid-up held by them in the capital of the Transferor Company.

11.2 The New Equity Shares of the Transferee Company to be issued and allotted in lieu of the Equity Shares of the Transferor Company shall rank pari passu in all respects with the existing Equity Shares of the Transferee Company. Further such new Equity Shares shall pursuant to the Securities Exchange Board of India ("**SEBI**") Circular CFD/DIL3/CIR/2017/21 dated 10th March, 2017 ("**SEBI Circular**"), and subject to compliance with requisite formalities, be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Shares of the Transferor Company are listed and/or admitted to trading.

11.3 In respect of the shareholding of the members of the Transferor Company held in dematerialised form, the Equity Shares in the Transferee Company shall, subject to applicable regulations, also be issued to them in the dematerialised form pursuant to clause 11.1 above with such shares being credited to the existing depository accounts of the members of the Transferor Company entitled thereto, as per records maintained by the National Securities Depository Limited and / or Central Depository Services (India) Limited on the ~~Record Date~~. In respect of the shareholding of the members in the Transferor Company held in the certificate form, the Equity Shares in the Transferee Company shall be issued to such members in certificate form. Members of the Transferor Company desirous of receiving the new shares in the Transferee Company in

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dematerialised form should have their shareholding in the Transferor Company dematerialised on or before the Record Date.

- 11.4 The New Equity Shares of the Transferee Company allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.
- 11.5 Apart from cancellation of existing shares of the Transferee Company as provided in clause 12 herein, there shall be no change in the shareholding pattern or control in the Transferee Company between the Record Date and the listing which may affect the status of the approval of the Stock Exchanges to this Scheme.
- 11.6 Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme, without any further act of deed, and without payment of any registration or filing fee on such combined Authorised Share Capital, the Transferor Company and the Transferee Company having already paid such fees. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Company with the Transferee Company shall be a sum of Rs. 360,00,00,000/- divided into 139,99,00,000 Equity Shares of Rs.2/- each and 8,00,20,000 Preference Shares of Rs.10/- each. Clause V of the Memorandum of Association of the Transferee Company shall stand altered accordingly and substituted by the following Clause:

"The Authorised Share Capital of the Company is Rs 360,00,00,000/- (Rupees Three Hundred Sixty Crores) divided into 139,99,00,000 (One Hundred Thirty Nine Crores Ninety Nine Lakhs) Equity Shares of Rs.2/- (Rupees Two) each and 8,00,20,000 (Eight Crores Twenty Thousand) Preference Shares of Rs.10/- (Rupees Ten) each."

12. CANCELLATION OF EXISTING EQUITY SHARES OF THE TRANSFEREE COMPANY:

Upon the Scheme becoming effective, all Equity Shares held by the Transferor Company in the share capital of the Transferee Company, shall stand cancelled, without any further act or deed as an integral part of this Scheme and in lieu thereof no allotment of any new shares in the Transferee Company shall be made to any person whatsoever.

13. CHANGE OF NAME:

Consequent to the amalgamation and upon the Scheme becoming effective, the name of the Transferee Company shall be changed to "Techno Electric & Engineering Company Limited". Clause I of the Memorandum of Association shall stand altered accordingly and substituted by the following Clause:



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"The Name of the Company is Techno Electric & Engineering Company Limited."

13.2 The Transferee Company shall file the requisite forms and take necessary steps to give effect to such change of name.

14. ACCOUNTING:

14.1 The amalgamation shall be accounted for in the books of account of the Transferee Company according to the pooling of interests method under Indian Accounting Standard (Ind AS) 103, Appendix C, applicable to business combinations of entities under common control notified under the Companies (Indian Accounting Standards) Rules, 2015.

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

14.3 The difference between the carrying amount in the books of the Transferor Company of its investment in the Equity Share Capital of the Transferee Company which shall stand cancelled consequent to this Scheme and the aggregate face value of such Equity Share Capital shall, subject to the other provisions contained herein, be adjusted against the Securities Premium Account of the Transferee Company. The Securities Premium Account of the Transferee Company shall stand reduced accordingly.

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

15. APPLICATIONS:

The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make necessary applications pursuant to Sections 230 and 232 of the Act, to the Hon'ble Tribunal for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up. The said companies shall also apply for and obtain such other approvals, as may be necessary in law, if any, for



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bringing the Scheme into effect and be entitled to take such other steps and proceedings as may be necessary or expedient to give full and formal effect to the provisions of this Scheme. 51

16. APPROVALS AND MODIFICATIONS:

The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

- 16.1 To assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble Tribunal and / or any authorities under law may deem fit to approve or direct or as may be otherwise deemed expedient or necessary by the respective Board of Directors as being in the best interest of the said companies and their shareholders.
- 16.2 To settle all doubts or difficulties that may arise in carrying out the Scheme; to give their approval to all such matters and things as is contemplated or required to be given by them in terms of this Scheme; and to do and execute all other acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing the Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

17. SCHEME CONDITIONAL UPON:

The Scheme is conditional upon and subject to:

- 17.1 Approval of the Scheme by the requisite majority of the members of the Transferor Company and the Transferee Company in accordance with law; and
- 17.2 Sanction of the Scheme by the Hon'ble Tribunal pursuant to Sections 230 and 232 of the Act.

Accordingly, it is provided that the Scheme although operative from the Appointed Date, shall become effective on the Effective Date upon filing of certified copies of the order sanctioning the same with the Registrar of Companies by the Transferor Company and the Transferee Company on such date.



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

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company.

19. **RESIDUAL PROVISIONS:**

- 19.1 On the approval of the Scheme by the members of the Transferor Company and the members of the Transferee Company pursuant to Section 230 of the Act, it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Act, including Sections 13, 61, 62(1)(c) and 66 of the Act, to the extent the same may be considered applicable.
- 19.2 Without prejudice to the generality of the foregoing, it is clarified and provided that cancellation of Share Capital of the Transferee Company in terms of Clause 12 of this Scheme, including consequent reduction of Securities Premium Account of the Transferee Company in terms of Clause 14.3 of this Scheme, shall be effected as an integral part of this Scheme. Such cancellation of Share Capital and reduction of Securities Premium Account of the Transferee Company, does not involve either diminution of liability in respect of unpaid share capital or payment of paid-up share capital. Further, since such cancellation and reduction is an integral part of the Scheme, the provisions of Section 66 of the Act are not applicable. It is further clarified and provided that notwithstanding such cancellation of Share Capital and reduction of Securities Premium Account of the Transferee Company, it shall not be required to add "And Reduced" as suffix to its name.
- 19.3 Upon the coming into effect of this Scheme, the resolutions, and other actions undertaken by the Transferor Company, including approvals that may have been obtained by Transferor Company from its shareholders, if required, under the provisions of the Companies Act, 1956 or the Companies Act, 2013 and which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the said Acts or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute a part of the aggregate of the said limits in the Transferee Company.
- 19.4 Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all Bank Accounts of the Transferor Company and realise all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally accepted by the parties concerned.



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- 19.5 In terms of this Scheme, the Undertaking of the Transferor Company shall stand transferred to the Transferee Company without any further act or deed and by operation of law, i.e by virtue of and upon an order being passed by the Hon'ble Tribunal under Section 232 of the Act. It is clarified that since the Transferor Company owns the entire (100%) of the issued Share Capital of the Transferee Company and stamp duty is remitted on all instruments evidencing transfer of property between such companies by Finance Department Notification No. M.599/X-501, dated March 25, 1942 issued under Section 9 of the Indian Stamp Act, 1899, no stamp duty will be payable on or in respect of the said order of the Hon'ble Tribunal effecting transfer of the Undertaking of the Transferor Company herein to the Transferee Company under Section 232 of the Act as such order is eligible for remission of stamp duty in the State of Uttar Pradesh in terms of the said notification.
- 19.6 The amalgamation of the Transferor Company with the Transferee Company and transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company has been proposed in compliance with the provisions of Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the said Section. Such modification will however not affect the other parts of the Scheme.
- 19.7 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person.



SCHEDULE-2.

SCHEDULE OF ASSETS

22.

OF

Techno Electric & Engineering Company Limited ("the Transferor Company") as on 1st April, 2017 to be transferred to Simran Wind Project Limited ("the Transferee Company")

PART - I

(Short Description of Freehold Property of the Transferor Company)

All those pieces or parcels of land measuring in aggregate 2,024 square meters together with all structures and buildings standing thereon or on part whereof the same are erected and built and lying at Mouza Rajpur in J.L. No.55, R.S. No.109, within Rajpur Municipality, Holding no.127 Netaji Subhas Road, P.S. Sonarpur, Sub-Registration Office Baruipur in District 24 Parganas (South) in the State of West Bengal. Short particulars of the said land are as follows:

Factory Land

<u>Sale Deed No.</u> <u>or Copy No.</u>	<u>Khatian No.</u>	<u>Plot No.</u>	<u>Area</u> <u>(In Square Mtrs.)</u>
3419 of 1987	56/2, 541 and 588	Dag Nos. 39(Part), 47(Part), 67(Part) and 68(Part)	2,024 sq. mtrs

Part - II

(Short Description of Leasehold Property of the Transferor Company)

All those pieces or parcels of land measuring in aggregate 1,408.70 square meters of land lying at Mouza Rajpur in J.L. No.55, R.S. No.109, within Rajpur Municipality, Holding no.127 Netaji Subhas Road, P.S. Sonarpur, Sub-Registration Office Baruipur in District 24 Parganas (South) in the State of West Bengal. Short particulars of the said land are as follows:

Government lands taken on lease for Industrial purposes

<u>Plot No.</u>	<u>Area</u> <u>(In Square Mtrs.)</u>
39(Part), 47 to 51(Part), 67(Part) and 68(Part)	1,408.70 sq. mtrs



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PART III

(Short description of stocks, shares, debentures and other choses in action of the Transferor Company)

1. Movables specified in clause 4.2 of the Scheme are transferable to the Transferee Company as provided therein.
2. Investments in Mutual Funds, Bonds and Shares

i. Mutual Funds:

Sl No	Folio No.	Name of Mutual Funds	Balance as on 01.04.2017	
			No. of Units	Cost (Rs.in lakhs)
1	434122314956	Reliance Liquid Fund	116,339.646	4,615.61
2	1008427518	Aditya Birla Sun Life Floating Rate Fund Short Term Plan	2,791,137.807	6,052.69
3	229203/24	ICICI Prudential Money Market Fund	558,232.303	1,256.15
4	1000023421	Mahindra Liquid Fund	48,023.619	505.51
5	7051148594	JM High Liquidity Fund	3,374,964.184	1,502.33
6	3359728/86	Kotak Floater Short Term-Direct Plan- Growth-	19,147.765	511.13
7	90119682041	AXIS Liquid Fund-Direct Growth	55,920.477	1,008.37
8	994739763	Sundaram Income Plus Direct Plan-Growth	2,060,428.239	500.85
		Total		15952.64

ii. Bonds:

Sl No	Folio No. / DP-ID-Client ID	Name of Bonds	Balance as on 01.04.2017	
			No. of Bonds	Cost (Rs.in lakhs)
1	IN302496 / 10035044	10.95% IDBI Bank Perpetual 2022	300	2,991.35
		Total		2,991.35



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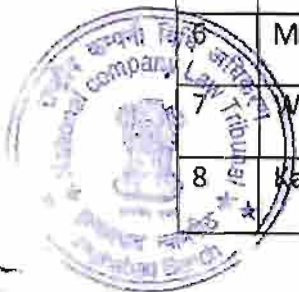
iii. Shares

Sl No	Folio No.	Particulars	No. of Shares
1	1	Techno Infra Developers Private Ltd.	50,000
2	1	Techno Clean Energy Pvt. Limited	49,980
3	1	Techno Green Energy Pvt. Limited	49,980
4	1	Techno Wind Power Pvt. Limited	49,980
5	IN302496 / 10035044	Patran Power Transmission Company Ltd.	24,499,400
6	1 to 6	Patran Power Transmission Company Ltd.	600
7	2	Jhajjar Kt Transco Pvt. Ltd.	11,092,857
8		Tega India Limited	7
9	6	Techno Leasing & Finance Company Limited	10
10	T6-7	Techno International Limited	1,70,060
11	1	North Dinajpur Power Limited	9,000
12	1	Rajgarh Bio Power Limited	9,000
13	1	Techno Ganganagar Green Power Generating Co. Ltd.	8,994
14	1	Techno Birbhum Green Power Generating Co. Ltd.	8,994
15	1	Bargarh Green Power Generating Co. Ltd.	7,494
16	1	Techno Power Grid Company Ltd.	50,000

3. Licenses, approvals and registrations, including the following:

i. Electrical Contractors License

Sl No	Particulars	Reference No	Validity
1	Odisha	1745(HT)	21.03.2017
2	Delhi	1846	31.05.2018
3	Punjab	730/L	08.04.2018
4	Bihar	457	31.12.2019
5	Madhya Pradesh	US/3708-'89'	31.12.2019
6	Maharashtra	23797	31.12.2019
7	West Bengal	8722	27.01.2019
8	Karnataka	GL00303-MDY	30.04.2022



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9	Andhra Pradesh	A-4836/1-1521	22.12.2018
10	Haryana	H-1804	07.03.2019
11	Assam	3609	22.12.2018
12	Uttar Pradesh	GBN-120	31.03.2019
13	Rajasthan	6077"A"	29.06.2018

ii. IT License & Registration

SL No	Particulars	Registration No. & License No	Date
1	Oracle EBS 12.1.3 (Software Updates Part & Product Support Part)	18404792	28-Feb-2012
2	Microsoft Product License	OVL V6405775 OVL V1957664 OVL V7532364 OVL V1054486	01-07-2013 01-09-2012 06-02-2013 29-12-2014
3	Microsoft Project Professional 2013	A161314	05-Sep-2015
4	Red Hat Linux Server & High Availability	RH00004RN RH00025RN	01-Mar-2018
5	AutoCAD LT 2017 and AutoCAD Full Mechanical	5128686512	26-Oct-2016
6	ABBY Fine Reader 11	FCTC-1100-3002-6822-6761-2373	27-Aug-2012
7	Toad	POKOL_13_00023	02-Sep-2013
8	Polycom	K1029-1051-6000-7153	
9	FortiGate 100E UTM	FG100e4q16001560	11-May-2017
10	Trend Micro Office Scan, Trend Hosted Email Security, Trend Server Security.	TM-L-A000038225 TM-L-A000039958	18-Mar-2017 10-Jun-2017
11	Tally 9	SL:775213254 SL:765213255	05-Sep-2015
12	Nitro Pro 11 for Enterprise English: Desktop Edition	234601153229501946	26-Sep-2017
13	TeamViewer 7	09-31204-596022-604688	23-Feb-2012
14	Bentley Select Products & Project Wise Bentley Stad. Pro	1001490565 1005954924	04-Feb-2016 28-Jun-2018

iii. Registration – GST

Sl. No.	State	GST No.	Date of issue of certificate
1	Andhra Pradesh	37AAJCS4414Q1ZR	21.09.2017
2	Assam	18AAJCS4414Q3ZP	20.09.2017
3	Bihar	10AAJCS4414Q3Z5	20.09.2017
4	Chhattisgarh	22AAJCS4414Q2Z1	20.09.2017
5	Haryana	06AAJCS4414Q1ZW	21.09.2017
6	Jharkhand	20AAJCS4414Q1Z6	26.09.2017
7	Karnataka	29AAJCS4414Q1ZO	20.09.2017



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8	Madhya Pradesh	23AAJCS4414Q1Z0	26.09.2017
9	Odisha	21AAJCS4414Q2Z3	22.09.2017
10	Rajasthan	08AAJCS4414Q1ZS	20.09.2017
11	Tamil Nadu	33AAJCS4414Q1ZZ	20.09.2017
12	Telangana	36AAJCS4414Q1ZT	22.09.2017
13	Uttar Pradesh	09AAJCS4414Q2ZP	22.09.2017
14	West Bengal	19AAJCS4414Q1ZP	20.09.2017
15	Meghalaya	17AAJCS4414Q2ZS	22.09.2017
16	Trlpura	16AAJCS4414Q1ZV	20.09.2017
17	Gujarat	24AAJCS4414Q2ZX	20.09.2017
18	Arunachal Pradesh	12AAJCS4414Q1Z3	24.09.2017
19	Maharashtra	27AAJCS4414Q1ZS	24.09.2017
20	Himachal Pradesh	02AAJCS4414Q1Z4	24.09.2017
21	Punjab	03AAJCS4414Q2Z1	24.09.2017
22	West Bengal ISD	19AAJCS4414Q2ZO	27.07.2017
23	Delhi	07AAJCS4414Q3ZS	19.03.2018

iv. Registration – CST/VAT

Sl. No.	State	VAT Regd. No.	CST Regd. No.	ET Regd. No.	Composit ion No.	Date of Registration
1	Andhra Pradesh	37294219713	37294219713			VAT-01.07.2014 CST-01.07.2014
2	Arunachal Pradesh	12020232118	12020232219			VAT-19.01.2011, CST-01.03.2011
3	Assam	18880057182	18699911454		GRN1867 0047161	VAT-01.05.2005, CST-01.05.2005, GRN-01.04.1999
4	Bihar	10010038094	10010038191	100107 56254		VAT-01.04.2005 CST-18.12.2006 ET-01.04.2005
5	Chhattisgarh	22145200851	22145200851			VAT-01.04.2000, CST-17.02.2004
6	Daman and Diu	25000009291	DA/CST/8706			VAT-14.12.2012, CST-14.12.2012
7	Gujurat	24309900649	24809900649			VAT-24.02.2009 CST-13.01.2010
8	Haryana	06621611172	06621611172			VAT-01.04.2003, CST-01.04.2003
9	Himachal Pradesh	02030300950	02030300950			VAT-12.02.2008, CST-04.03.2008
10	Jharkhand	20592405481				VAT-22.08.2008
11	Karnataka	29981130881	29981130881			VAT-15.04.2013 CST-15.04.2013
12	Madhya Pradesh	23876103018	23876103018			VAT-17.10.2006 CST-31.12.1996
13	Maharashtra	27580299165	27580299165			VAT-01.04.2006, CST-01.04.2006



14	Odisha	21051304815	21051304815		VAT-01.04.2005 CST-19.05.1987
15	Punjab	03332042837	03332042837		VAT-12.02.2008 CST-04.03.2008
16	Rajasthan	8702113167	8702113167		VAT-22.05.2008 CST-17.06.2008
17	Tamil Nadu	33070561295	788999		VAT-31.05.2007 CST-31.05.2007
18	Telangana	36210104527	36210104527		VAT-02.06.2014 CST-02.06.2014
19	Uttar Pradesh	9350101697	LU5053177		VAT-20-06-2002 CST-20.09.2002
20	West Bengal	19470187067	19470187261		VAT-01/04/2005 CST-27/11/1970
21	Meghalaya	17130486054	17130486248		VAT-01/10/2016 CST-01/10/2016

v. Registration - Service Tax

Sl. No.	Particulars	Registration No.	Date of Registration
1	Madhya Pradesh, Dist. – Singrauli	AAJCS4414QSD001	13-08-2010
2	Maharashtra, Dist. – Nanded	AAJCS4414QSD004	16-08-2010
3	Orissa, Dist. – Jagatsinghpur	AAJCS4414QSD005	18-08-2010
4	Assam, Dist. – Kokrajhar (BTAD)	AAJCS4414QSD011	10-09-2010
5	Himachal Pradesh, Dist. – Solan	AAJCS4414QSD020	13-10-2010
6	Jharkhand, Dist. – Bokaro	AAJCS4414QSD023	16-11-2010
7	West Bengal, Dist. – Murshidabad	AAJCS4414QSD032	08-09-2010
8	Tamil Nadu, Dist. – Tiruvallur	AAJCS4414QSD033	13-10-2010
9	Orissa, Dist. – Jharsuguda	AAJCS4414QSD042	31-08-2010
10	Bihar, Dist. – Nalanda	AAJCS4414QSD047	09-09-2010
11	Haryana, Dist. – Rohtak	AAJCS4414QSD051	27-01-2011
12	Arunachal Pradesh, Dist. – West Kameng	AAJCS4414QSD052	27-12-2010
13	Uttar Pradesh, Dist. – Varanasi	AAJCS4414QSD053	19-10-2011
14	Assam, Dist. – Guwahati	AAJCS4414QSD056	13-04-2011
15	Rajasthan, Dist. – Chittorgarh	AAJCS4414QSD057	14-06-2011
16	Madhya Pradesh, Dist. – Sehore,	AAJCS4414QSD059	30-06-2011
17	Madhya Pradesh, Dist. – Khandwa,	AAJCS4414QSD060	29-06-2011
18	Madhya Pradesh, Dist. – Dhar	AAJCS4414QSD061	29-06-2011
19	Tripura, Dist. – South Tripura	AAJCS4414QSD068	20-12-2011
20	Chhattisgarh, Dist. – Raigarh	AAJCS4414QSD069	13-01-2012



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21	Orissa , Dist. – Sambalpur	AAJCS4414QSD070	11-12-2012
22	Madhya Pradesh, Dist. – Indore,	AAJCS4414QSD071	18-02-2013
23	Madhya Pradesh, Dist. – Jabalpur,	AAJCS4414QSD074	07-12-2012
24	Andhra Pradesh, Dist. – Kurnool,	AAJCS4414QSD076	21-05-2013
25	Bihar, Dist. – Darbhanga,	AAJCS4414QSD078	13-06-2013
26	Rajasthan, Dist. – Jaisalmer	AAJCS4414QSD079	05-06-2013
27	West Bengal, Dist. – Kolkata,	AAJCS4414QSD080	31-07-2013
28	Karnataka, Dist. – Bijapur	AAJCS4414QSD081	23-06-2014
29	Uttar Pradesh, Dist.-Allahabad	AAJCS4414QSD083	08-07-2014
30	West Bengal, Dist. - Purba Midnapore,	AAJCS4414QSD084	15-07-2014
31	Telangana, Dist. - Hyderabad,	AAJCS4414QSD086	19-09-2014
32	Orissa, Dist. – Angul	AAJCS4414QSD087	Registration Application date(ST-01): 24-08-2016
33	Bihar, Dist. – Rohtas	AAJCS4414QSD088	25-08-2014
34	Bihar, Dist. – Gopalganj	AAJCS4414QSD089	12-03-2015
35	Punjab, Dist. – Patiala	AAJCS4414QSD092	28-09-2015
36	Gujarat, Dist. – Kutch	AAJCS4414QSD093	25-07-2016
37	Meghalaya, Dist. – East Khasi Hills	AAJCS4414QSD094	07-09-2016

vi. Insurance Policies:

Sl. No.	Particulars	Policy No.	Valid From	Valid Upto	Sum Insured (Rs.)
1	Burglary Policy for Plant & Machinery in various Projects.	311800/48/2018/418	12/09/2017	11/09/2018	3,21,44,000/-
2	Standard Fire and Special Perils Policy for Plant & Machinery in various Projects.	311800/11/2018/296	12/09/2017	11/09/2018	3,21,44,000/-

vii. Import/Export and other Certificate Details:

Sl. No.	Particulars	Certificate/Code No.	Date	Issuing Authority
1	Import-Export Code	0291001360	20.06.1991	Zonal Joint Director General of Foreign

				Trade, Kolkata.
2	RCMC Certificate	EEPC:K:REG:09:2006-2007 (Valid up to 31.03.2019)	01.04.2006	Engineering Export Promotion Council, Kolkata

viii. Provident Fund, E.S.I., Professional Tax, Trade Licence, and others:

Sl. No.	Particulars	Registration No.	Date of Registration	Place
1	PROVIDENT FUND			
		WB / 13987	7/31/1971	KOLKATA
		OR / 5955	01.05.2000	ORISSA (ANGUL)
		HP / 2534	10.06.2002	JHAKRI (HP)
		JH/RNC/11294	08.11.2003	HAZARIBAGH
		C.G / I.N / 17750	01.03.2004	KORBA
		MP/JABAL / 16546	04.06.2005	JABALPUR
		AP / 52989	23.11.2006	GAJWEL
		OR / 13197	23.03.2007	ORISSA (ANGUL)
		BR / 9254	06.11.2007	PATNA
		AP/GNT/57538	24.05.2008	VIJAYAWADA (AP)
		RJ / 25280	12.11.2008	BARMER
		GJ / RJT / 44625	22.11.2008	TCL, MITHAPUR
		OR / RL / 8947	7/12/2007	ORISSA (JHARSUGUDA)
		HP / 6530	06.02.2009	NALAGARH (HP)
		UP / 43894	23.05.2009	HARDUAGANJ
		HR/KNL/19259	7/1/2005	IOCL PANIPAT
2	E.S.I.C.			
	OFFICE (H.O)	41 - 15076A - 67		KOLKATA
	NARENDRAPUR WORKPLACE	41 - 15076 - 67		KOLKATA
	ANGUL	41 - 15076-A-67(44-ANGUL)	5/16/2007	ORISSA (ANGUL)
	PARADIP	44-SC-219(41-15076-67) PDP		PARADIP
	P.TAX			
	REGISTRATION CERTIFICATE NO. (RCN)	0294071		KOLKATA
	ENROLMENT CERTIFICATE NO.(ECN)	0954306		KOLKATA



4	TRADE LICENCE			
	RADHABAZAR OFFICE	304500007165		KOLKATA
	PARK PLAZA OFFICE	001111036934		KOLKATA
	PARK PLAZA OFFICE (6TH FLOOR)	000151037302		KOLKATA
5	LICENCE UNDER WBM ACT, 1993 FOR NARENDRAPUR WORKPLACE	152 / H		KOLKATA
6	SHOPS & ESTABLISHMENT			
	RADHABAZAR OFFICE	C/HARE/P II/35735	2/9/1967	KOLKATA
	PARK PLAZA OFFICE	KOL/PARK/P II/43469/08	4/28/2008	KOLKATA
	IDEAL PLAZA OFFICE	KCL/BHOW/P II/43169	2/4/2008	KOLKATA

ix. ISO Certification:

Particulars	Certificate No.	Date	Valid Upto
ISO 14001 : 2015 & BS OHSAS 18001:2007 by Bureau Veritas	IND16.8030/U	29.01.2016	28.01.2019
ISO 9001 : 2015 by Bureau Veritas	IND16.8031/U/Q	20.01.2016	19.01.2019

x. Trade Mark Registration :-

Particulars	Trade Mark No.	Certificate No.	Date
Trade Mark Registration	1990177	1048528	07.07.2010



S. A. Mehdi
20/07/10
S. A. Mehdi

S. A. MEHDI
DESIGNATED REGISTRAR
NATIONAL COMPANY LAW TRIBUNAL
ALLAHABAD U.P.

SYNOPSIS OF THE SCHEME

OBJECTS AND REASONS:

- i. The Transferor Company is a well established engineering, procurement and construction (EPC) contracting company with its focus primarily on the Indian power sector. The Transferor Company provides engineering, procurement and construction services for Fuel Oil Storage and Handling Systems, Comprehensive Piping systems including Power Cycle Piping, Process Plant installation, Fire Protection Systems, Extra High Voltage (EHV) Switchyards, EHV Sub Stations, Power Plant Cabling System, Plant Electrical Distribution System including Plant Earthing Systems and Lightning Protection System and Plant Illumination Systems and such like. The Transferor Company also possess specific domain knowledge that enables it to serve the Steel, Fertilizer, Metals and Petrochemicals sectors along with specialized jobs in diversified manufacturing. The Transferor Company has also forayed into providing transmission network solutions on the Build, Own, Operate and Transfer (BOOT) and Build, Own, Operate and Maintain (BOOM) segment of such business through two of its associates. The Transferor Company also has substantial interests in the business of generating power from wind mills through the Transferee Company as mentioned hereinafter.

- ii. The Transferee Company is engaged in the business of acquiring and commissioning wind mills. Recognising the potential existing in such business, the Transferor Company acquired the entire Share Capital of the Transferee Company from its promoters and the Transferee Company is accordingly a wholly owned (100%) subsidiary of the Transferor Company. At present, the Transferee Company has a total of 79 wind mills with an aggregate rated power generating capacity of 129.90 MW at various locations in the States of Tamil Nadu and Karnataka. Such business of generating power from wind mills has good potential for further growth and developments as it represents an environment friendly alternative to thermal and nuclear power. The other businesses of the Transferee Company also have good potential for growth and development. In view, inter alia, of the same, there are plans for expansion in all the business segments for which significant funds are required to be raised in the coming years.

- iii. The undertakings and business of the Transferor Company and the Transferee Company can be combined, held and pursued in one entity more conveniently and advantageously with better capacity for fund raising, growth and expansion. Further, the Transferee Company is a project ownership company which has invested substantial amount in its capital assets. In the new projects being undertaken and proposed to be undertaken in the business of the Transferor Company, such assets will enable the said business to fulfill

more effectively the pre-qualification criteria for bidding for such new projects. Amalgamation of the two companies is proposed accordingly. The operating units of the Transferee Company are however situated at various locations and are also more numerous as compared to those of the Transferor Company, as aforesaid. Further, the Transferor Company does not have any permanent operating facility in its EPC business in any one location, as the nature of such business is such that it is primarily carried on by providing on-site services at various customer locations. In view, inter alia, of the same and nature of the respective undertakings and assets of the said companies, as aforesaid, operationally it is considered more convenient to amalgamate the Transferor Company with the Transferee Company than vice-versa.

- iv. In the circumstances it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company with the resulting amalgamated entity adopting and succeeding to the more established name and goodwill of the Transferor Company in the manner and on the terms and conditions stated in this Scheme of Amalgamation.
- v. The amalgamation will enable appropriate consolidation and integration of the operations and activities of the Transferor Company and the Transferee Company and result in the formation of a larger and more broad based company having greater capacity to raise and access funds for growth and expansion of its business, marketing and selling its products and services and conducting trade on more favourable terms.
- vi. The business of the amalgamated entity will be carried on more efficiently and economically as a result, inter alia, of pooling and more effective utilisation of the combined resources of the said companies and substantial reduction in costs and expenses which will be facilitated by and follow the amalgamation. As such the amalgamation of the Transferor Company with the Transferee Company will enable greater realisation of the potential of the business of the Transferor Company and the Transferee Company in the merged entity and have beneficial results for the said Companies, their shareholders and all concerned.

TRANSFER OF UNDERTAKING:

- i. With effect from the Appointed Date (i.e. 1st April, 2017), the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme. Accordingly, the Undertaking of the Transferor Company shall, pursuant to the provisions contained in Section 232 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and manner of vesting, stand transferred

to and vest in or be deemed to be transferred to and vested in the Transferee Company, as a going concern without any further act, deed, matter or thing (save as provided in Clause ii below) so as to become on and from the Appointed Date, the Undertaking of the Transferee Company.

- ii. It is expressly provided that in respect of the assets of the Transferor Company as are movable in nature or otherwise capable of being transferred by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company accordingly without requiring any deed or instrument of conveyance for the same.
- iii. In respect of the assets of the Transferor Company other than those referred to in Clause ii above, the same shall, be transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company pursuant to an order passed under the provisions of Section 232 of the Act.
- iv. All debts, liabilities, duties and obligations of the Transferor Company shall be transferred to the Transferee Company, without any further act or deed, pursuant to the provisions of Section 232 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.
- v. The transfer of the Undertaking of the Transferor Company, as aforesaid, shall be subject to the existing charges, if any, over or in respect of any of the assets or any part thereof, provided however that such charges shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer of such assets to the Transferee Company and no such charges shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.
- vi. Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection

certificates obtained by the Transferor Company for their operations and/or to which the Transferor Company is entitled to in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to the Transferee Company, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Since the Undertaking of the Transferor Company will be transferred to the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates and to carry on and continue the operations of the Undertaking of the Transferor Company on the basis of the same upon this Scheme becoming effective. Further, all benefits to which the Transferor Company is entitled in terms of the various Statutes and / or Schemes of Union and State Governments, including credit for MAT, Advance tax and tax deducted at source and other benefits under Income Tax Act, tax credits and benefits relating to Excise (including Modvat/Cenvat), Sales Tax, Service Tax, Goods and Services Tax subsidies, grants etcetera shall be available to the Transferee Company upon this Scheme becoming effective.

- vii. Taxes, if any, paid or payable by the Transferor Company on or after the Appointed Date shall be treated as paid or payable by the Transferee Company and the Transferee Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable. Upon the Scheme becoming effective, the Transferor Company and / or the Transferee Company shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Tax laws and to claim refunds and/ or credit for taxes paid and for matters incidental thereto, as may be required to give effect to the various provisions of this Scheme.
- viii. For the removal of doubts, it is clarified that to the extent that there are inter-company loans, deposits, obligations, balances or other outstanding as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of such inter-company loans, deposits or balances, with effect from the Appointed Date.

DISSOLUTION OF THE TRANSFEROR COMPANY:

The Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 232 of the Act.

ISSUE OF EQUITY SHARES

- i. Upon the Scheme coming into effect, and without any further application, act or deed, the Transferee Company shall, in consideration of the amalgamation, issue and allot to the members of the Transferor Company holding fully paid-up Equity Shares in the Transferor Company and whose names appear in the Register of Members of the Transferor Company on such date ("**Record Date**"), as the Board of Directors of the Transferee Company shall determine, Equity Shares of the face value of Rs.2/- each in the Transferee Company, credited as fully paid up with rights attached thereto as hereinafter mentioned (hereinafter referred to as the "**New Equity Shares**") in the following ratio:
 - 1 (One) New Equity Share of Rs.2/- each in the Transferee Company credited as fully paid up for every 1 (One) Equity Share of Rs.2/- each fully paid-up held by them in the capital of the Transferor Company.
- ii. The New Equity Shares of the Transferee Company to be issued and allotted in lieu of the Equity Shares of the Transferor Company shall rank *pari passu* in all respects with the existing Equity Shares of the Transferee Company. Further such new Equity Shares shall pursuant to the Securities Exchange Board of India ("**SEBI**") Circular CFD/DIL3/CIR/2017/21 dated 10th March, 2017 ("**SEBI Circular**"), and subject to compliance with requisite formalities, be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Shares of the Transferor Company are listed and/or admitted to trading.
- iii. In respect of the shareholding of the members of the Transferor Company held in dematerialised form, the Equity Shares in the Transferee Company shall, subject to applicable regulations, also be issued to them in the dematerialised form pursuant to clause i above with such shares being credited to the existing depository accounts of the members of the Transferor Company entitled thereto, as per records maintained by the National Securities Depository Limited and / or Central Depository Services (India) Limited on the Record Date. In respect of the shareholding of the members in the Transferor Company held in the certificate form, the Equity Shares in the Transferee Company shall

be issued to such members in certificate form. Members of the Transferor Company desirous of receiving the new shares in the Transferee Company in dematerialised form should have their shareholding in the Transferor Company dematerialised on or before the Record Date.

- iv. The New Equity Shares of the Transferee Company allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.
- v. Apart from cancellation of existing shares of the Transferee Company as provided in the Scheme, there shall be no change in the shareholding pattern or control in the Transferee Company between the Record Date and the listing which may affect the status of the approval of the Stock Exchanges to this Scheme.

MINISTRY OF CORPORATE AFFAIRS
RECEIPT
G.A.R.7

SRN : G93731933

Service Request Date : 24/07/2018

Payment made into : HDFC Bank

Received From :

Name : RAI AND ASSOCIATES

Address : B-200

SECTOR-50 BASEMENT

NOIDA, Uttar Pradesh

IN - 201301

Entity on whose behalf money is paid

CIN: U40108UP2005PLC094368

Name : SIMRAN WIND PROJECT LIMITED

Address : C-218, Ground Floor (GR-2)

Sector-63

Noida, Uttar Pradesh

India - 201307

Full Particulars of Remittance

Service Type: eFiling

Service Description	Type of Fee	Amount(Rs.)
Fee For Form INC-28	Normal	600.00
Total		600.00

Mode of Payment: Internet Banking - HDFC Bank

Received Payment Rupees: Six Hundred Only

Note: The defects or incompleteness in any respect in this eForm as noticed shall be placed on the Ministry's website (www.mca.gov.in). In case the eForm is marked as RSUE or PUCL, please resubmit the eForm or file Form GNL-4(Addendum), respectively. Please track the status of your transaction at all times till it is finally disposed off. (Please refer Rule 10 of the Companies (Registration offices and Fees) Rules, 2014) It is compulsory to file Form GNL-4 (Addendum) electronically within the due date whenever the document is put under PUCL, failing which the system will treat the document as invalid and will not be taken on record in accordance with Rule 10(4) of the Companies (Registration offices and Fees) Rules, 2014

FORM NO. INC-28

[Section 12(8), 13(7), 58(5), 87, 111(5), 65(1), 230, 232, 233, 234, 237, others of the Companies Act, 2013 and section 107(3), 81(4), 167, 186, 391, 394, 396, 397, 398, 445, 481, 466, 518, 559 & 621A, others of the Companies Act, 1956]



Notice of Order of the Court or Tribunal or any other competent authority

Form Language English Hindi

Refer instruction kit for filling the form.

1.(a) *Corporate identity number (CIN) or foreign company registration number (FCRN) of the company

(b) Global location number (GLN) of company

2.(a) Name of the company

(b) Address of the registered office of the company or of the principal place of business in India of the company

(c) e-mail ID of the company

3.(a) *Order passed by

(b) *Name of the court or Tribunal or any other competent authority

(c) *Location

(d) *Petition or application number

(e) *Order number

4. *Date of passing the order (DD/MM/YYYY)

5.(a) (i) Section of the Companies Act, 2013 under which order passed
(ii) Section of the Companies Act, 1956 under which order passed

6. * Number of days within which order is to be filed with Registrar (To be entered pursuant to aforesaid sections or in terms of court order or Tribunal order or order of the competent authority, as the case may be)

7. * Date of application to court or Tribunal or the competent authority for issue of certified copy of order (DD/MM/YYYY)

8. * Date of issue of certified copy of order (DD/MM/YYYY)

9. Due date by which order is to be filed with Registrar (DD/MM/YYYY)

11. In case of amalgamation, mention whether company filing the form is transferor or transferee Transferor Transferee

(b) Details of transferee company

CIN/FCRN	<input type="text"/>	<input type="button" value="Pre-fill"/>
Name	<input type="text"/>	
Appointed date of amalgamation	<input type="text"/>	(DD/MM/YYYY)

13.(a) SRN of relevant form

(Mention the SRN of relevant Form INC-23, INC-28, CHG-1, CHG-4, CHG-9, MGT-14 or any other form; if applicable)

14. *Whether penalty involved or not Yes No

Attachments

1. *Copy of court order or NCLT or CLB or order by any other competent authority.

Attach

2. Optional attachment(s) - if any

Attach

Final Order__Certify copy.pdf

Remove attachment

Declaration

I am authorized by the Board of Directors of the Company vide resolution no. *
Dated * to sign the form and declare that all the requirements of the companies Act,2013 and rules thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. I further declare that:

- 1. Whatever is stated in this form and in the attachments thereto is true ,correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the company
- 2. All the required attachments have been completely and legibly attached to this form

***To be digitally signed by**

Particulars of the person signing and submitting the form



*Name

Capacity

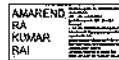
*Designation

DIN or Income-tax PAN or Membership number

Certificate by practicing professional

It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and Rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original records maintained by the Company which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed.

- Chartered accountant (in whole-time practice) or
- Cost accountant (in whole-time practice) or
- Company secretary (in whole-time practice)



*Whether associate or fellow Associate Fellow

*Membership number *Certificate of practice number

Note: Attention is drawn to provisions of Section 448 and 449 which provide for punishment for false statement/certificate and punishment for false evidence respectively.

For office use only:

eForm Service request number (SRN) eForm filing date (DD/MM/YYYY)

This e-Form is hereby registered

Digital signature of the authorising officer

Date of signing

(DD/MM/YYYY)

MINISTRY OF CORPORATE AFFAIRS**RECEIPT****G.A.R.7****SRN : G93729820****Service Request Date : 24/07/2018****Payment made into : HDFC Bank****Received From :****Name :** RAI AND ASSOCIATES**Address :** B-200

SECTOR-50 BASEMENT

NOIDA, Uttar Pradesh

IN - 201301

Entity on whose behalf money is paid**CIN:** L40108UP2005PLC094304**Name :** TECHNO ELECTRIC & ENGINEERING COMPANY LIMITED**Address :** C-218 Ground Floor (GR-1)

Sector-63

Noida, Uttar Pradesh

India - 201307

Full Particulars of Remittance**Service Type:** eFiling

Service Description	Type of Fee	Amount(Rs.)
Fee For Form INC-28	Normal	600.00
	Total	600.00

Mode of Payment: Internet Banking - HDFC Bank**Received Payment Rupees:** Six Hundred Only

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FORM NO. INC-28

[Section 12(8), 13(7), 58(5), 87, 111(5), 69(1), 230, 232, 233, 234, 237, others of the Companies Act, 2013 and section 107(3), 81(4), 167, 186, 391, 394, 396, 397, 398, 445, 481, 466, 518, 559 & 521A, others of the Companies Act, 1956]



Notice of Order of the Court or Tribunal or any other competent authority

Form Language English Hindi

Refer instruction kit for filing the form.

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(b) Global location number (GLN) of company

2.(a) Name of the company

(b) Address of the registered office of the company or of the principal place of business in India of the company

(c) e-mail ID of the company

3.(a) *Order passed by

(b) *Name of the court or or Tribunal or any other competent authority

(c) *Location

(d) *Petition or application number

(e) *Order number

4. *Date of passing the order (DD/MM/YYYY)

5.(a) (i) Section of the Companies Act, 2013 under which order passed
(ii) Section of the Companies Act, 1956 under which order passed

6. * Number of days within which order is to be filed with Registrar (To be entered pursuant to aforesaid sections or in terms of court order or Tribunal order or order of the competent authority, as the case may be)

7. *Date of application to court or Tribunal or the competent authority for issue of certified copy of order (DD/MM/YYYY)

8. *Date of issue of certified copy of order (DD/MM/YYYY)

9. Due date by which order is to be filed with Registrar (DD/MM/YYYY)

11. In case of amalgamation, mention whether company filing the form is transferor or transferee Transferor Transferee

(b) Details of transferee company

CIN/FCRN	<input type="text"/>	<input type="button" value="Pre-fill"/>
Name	<input type="text"/>	
Appointed date of amalgamation	<input type="text"/>	(DD/MM/YYYY)

13.(a) SRN of relevant form

(Mention the SRN of relevant Form INC-23, INC-28, CHG-1, CHG-4, CHG-9, MGT-14 or any other form; if applicable)

14. *Whether penalty involved or not Yes No

Attachments

1. *Copy of court order or NCLT or CLB or order by any other competent authority.

Attach

2. Optional attachment(s) - if any

Attach

Final Order_Certify copy.pdf


Remove attachment

Declaration

I am authorized by the Board of Directors of the Company vide resolution no.*
Dated * to sign the form and declare that all the requirements of the companies Act,2013 and rules thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. I further declare that:

- 1. Whatever is stated in this form and in the attachments thereto is true ,correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the company
- 2. All the required attachments have been completely and legibly attached to this form

***To be digitally signed by**

Particulars of the person signing and submitting the form 

*Name


Capacity

*Designation

DIN or Income-tax PAN or Membership number

Certificate by practicing professional

It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and Rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original records maintained by the Company which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed.

- Chartered accountant (in whole-time practice) or
 - Cost accountant (in whole-time practice) or
 - Company secretary (in whole-time practice)
- 

*Whether associate or fellow Associate Fellow

*Membership number *Certificate of practice number

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eForm Service request number (SRN) eForm filing date (DD/MM/YYYY)

This e-Form is hereby registered

Digital signature of the authorising officer

Date of signing (DD/MM/YYYY)