



25th October 2024

TO

Listing Compliance & Legal Regulatory
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street, Mumbai 400 001
Scrip Code:504058

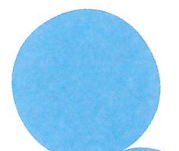
Listing & Compliance
National Stock Exchange of India Limited
Exchange Plaza, Bandra Kurla Complex
Bandra East, Mumbai 400 051
NSE Symbol: NIPPOBATRY

Dear Sir/Madam,

Sub: Disclosure under Regulation 37(6) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations").

This is with reference to our letter dated 25th October 2024, intimating the approval granted by the Board of Directors of the Company for the Scheme of Amalgamation ("Scheme") of M/s. Helios Strategic Systems Ltd (Wholly Owned Subsidiary - Transferor Company), with M/s. Indo National Ltd (Holding Company - Transferee Company) and their respective Shareholders and Creditors, pursuant to Sections 230 to 232 and other relevant provisions of the Companies Act, 2013.

Pursuant to SEBI Master Circular no. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, listed entities are required to file the draft Scheme proposing the Scheme of amalgamation between a holding company and a Wholly Owned Subsidiary Company with the stock exchanges.





Accordingly, please find enclosed the following documents:

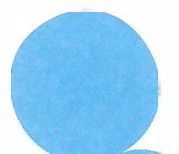
- 1.Draft Scheme of Amalgamation.
- 2.Certified true copy of the resolution passed by the Board of Directors of the Company dated 25th October 2024 approving the draft Scheme.

The Board meeting commenced at 2.30 p.m and concluded at 3.15 p.m

You are requested to kindly take note of the same.

Thanking you,
For Indo National Ltd

J. Srinivasan
Company Secretary



**SCHEME OF AMALGAMATION OF
HELIOS STRATEGIC SYSTEMS LIMITED
(APPLICANT COMPANY 1/ TRANSFEROR COMPANY)
WITH
INDO- NATIONAL LIMITED
(APPLICANT COMPANY 2/ TRANSFEREE COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
UNDER SECTION 230 TO 232 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013**

PREAMBLE

I. AN OVERVIEW OF THE SCHEME OF ARRANGEMENT

The Scheme of Amalgamation (hereinafter referred to as “**The Scheme**”) provides for the amalgamation of Helios Strategic Systems Limited (hereinafter referred to as “**Applicant Company 1/ Transferor Company**”) with Indo- National Limited (hereinafter referred to as “**Applicant Company 2/ Transferee Company**”) pursuant to Sections 230 to 232 and other relevant provisions of the Companies Act, 2013, as may be applicable such that:

- i. all the assets of the Transferor Company, shall become the assets of the Transferee Company, by virtue of this Scheme;
- ii. all the liabilities of the Transferor Company, shall become the liabilities of the Transferee Company, by virtue of this Scheme;
- iii. transfer of the authorised share capital of the Transferor Company to the Transferee Company as provided in Part C of the Scheme, and consequential increase in the authorised share capital of the Transferee Company as provided in Part C of the Scheme.
- iv. cancellation and extinguishment of all the issued share capital of the Transferor Company held by Transferee Company which shall be affected as part of the Scheme and not in accordance with Section 66 of the Companies Act, 2013; and
- v. dissolution of the Transferor Company, without being wound up.

II. BACKGROUND AND DESCRIPTION OF COMPANIES

A. Helios Strategic Systems Limited (Transferor Company)

(CIN: U74999TN2015PLC101208)

a. The Transferor Company is an unlisted public limited Company incorporated on 1st July, 2015 under the provisions of the Companies Act, 2013 and having its registered office situated at No. 609, Mount Road Lakshmi Bhawan, IVth Floor, Chennai, Tamil Nadu, India, 600 006. The objects of the Transferor Company, as per the Memorandum of Association are as follows:

- i. To invest in the equity, preference shares, stocks, debentures (convertible or non- convertible), bonds and other securities of companies in the group, associates, subsidiaries or otherwise and to promote industrial finance by way of advance, deposit or lend money, securities and properties to pe with the company, body corporate, firm, person or association whether falling under the same management or otherwise, in accordance with and to extent permissible under the Companies Act, 2013 and to act as a core investment company

with or without security and on such terms as may be determined from time to time.

- ii. To establish, promote, form, subsidies or otherwise assist in establishment, promotion and forming enterprises in the same group or otherwise and to invest the funds of the company, from time to time in such manner and in such assets, properties, securities, shares, bullion or investments or otherwise as may from time to time be determined by the company and to sell such investments and to execute all assignments, transfers, receipts and documents that may be necessary in that behalf.

- iii. To invest in shares, debentures or securities of all kind including loans, bonds, debentures, preference shares, promissory notes of the of joint stock companies engaged in defence, aerospace, railways and other infrastructure projects and includes properties of movable and immovable and shares or securities of all kind including loans, bonds, debentures, promissory notes of the

Government of India or any State Government or of any local body and to carry on the business of investment company and to buy, underwrite, invest in, acquire, hold and deal in shares, stocks, debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any company, corporation or undertaking either in the name of the company or any nominee or trustee in various industry including in defence, aerospace and space industry.

- iv. To lend, advance, deposit money, either with or without security to such persons, firms or companies, and upon such terms and conditions as the company may think fit in connection with its business and also to invest the money of the company not immediately required in such manner as from time to time may be determined and to guarantee the performance of contract by such persons or companies, in particular, customers and others having dealing with the company provided that the company shall not

carry on the business of banking as provided in the Banking Regulations Act, 1949.

- b. The Transferor Company is a Wholly Owned Subsidiary of the Transferee Company.

B. Indo- National Limited (Transferee Company)

(CIN: L31909TN1972PLC006196)

- a. The Transferee Company is a listed Company incorporated on 15th July, 1972 under the provisions of the Companies Act, 1956 and having its registered office situated at No. 609, Mount Road, Lakshmi Bhawan IVth Floor, Chennai, Tamil Nadu, India, 600 006. The objects of the Transferee Company, as per the Memorandum of Association are as follows:

- i. To carry on the business of designing, manufacturing, assembling of, importing and exporting of, buying, selling and distribution of and otherwise dealing in all grades, types, qualities, shapes, sizes, categories and description of cells and batteries including Manganese Dioxide Dry

Cells and batteries, and components, materials, accessories, sub-assemblies, main assemblies as well as packaging required directly or indirectly for the manufacture of cells and batteries; including zinc and zinc alloy castings, bars, sheets, pellets, cans and electrodes; chemicals, electrolytes, mixtures, solutions and pastes; printed paper, metal and plastic sheets and laminates as well as containers and jackets thereof; plastic, heat shrinking P.V.C. and paper tubes; electrodes and carbon rods; tops; bottoms; insulators; caps; rings and guides; as well as all kinds of components for any type or types of cells and batteries, whether wet or dry or any other type.

- ii. To design, manufacture, assemble, process, import, export, buy, sell and otherwise deal in all types and descriptions of fuel cells, primary and secondary cells and batteries including wet and dry, hybrid, stationary, traction, portable, high performance, high temperature with inorganic and / or organic electrolytes, leclanche, mercury, ammonium chloride, manganese dioxide/zinc

voltaic; alkaline - manganese, mercury oxide/zinc (Ruben - Mallory or Kalium), lead-acid storage, automobile, alkaline storage, nickel - cadmium, and nickel - iron.

- iii. To Purchase, manufacture, buy, sell, import, export or otherwise deal in electrical lamps, flash lights, torches, beacons, reflectors and electrical heating apparatus.
- iv. To carry on all or any of the businesses of manufacturers, exporters, importers, maintainers of and dealers in electrical and electronic appliances and apparatus, including transistors, semiconductors, integrated circuits, solid state devices and components valves, cathode ray tubes, resistors, fixed and variable; capacitors, fixed and variable; inductors coils and transformers, fixed, tunable and variable; wires, cables, tuners, plugs, sockets, jacks and adaptors, electric micromones, analysers, testers, controllers, stabilizers, oscilloscopes of all kinds and descriptions

including components, parts, materials and accessories thereof.

- v. To produce, manufacture, install, maintain, repair, import, export, buy, sell or otherwise deal in wireless, transmitting and receiving sets, television and radio broadcast receiving sets, radiograms, tape and wire recorders, sound recording, processing and reproducing apparatus, stereo and hi-fi systems and equipment, record changers, discassettes microphones, loud speakers, speaker systems, earphones, headphones and cassettes and cartridges thereof.

- vi. To design, produce, manufacture, install, maintain, repair, purchase, buy, sell, import, export or otherwise deal in all types and descriptions of lighting products including Incandescent lamp, Lantern, CFL (compact florescent lamp) and its fixtures, Tube lights, LED Lantern, LED bulbs, LED lamps, LED lights and its fixtures, Solar products including Solar Lantern and Solar light.

- vii. To design, produce, manufacture, install, maintain, repair, purchase, buy, sell, import, export or otherwise deal in all types and descriptions of UPS, Inverters, Electrical Meters, Smart Cards, Rechargeable fans, Chargers including mobile / note pad and other electronic /electric chargers, Mobile Accessories, Electrical products including Switches, Chokes, Patties etc.,

- viii. To provide, promote, engage, develop, create, design, maintain, assist, establish, manage, market, import, export, buy, sell, manufacturing, assembling, altering, improving, dealing and carry on the business of all types and description of areas relating to defence, civil and aerospace including Aero Structures - Metals, Electrical System (wiring harness), Hydraulic Components, Avionics (electronic and information systems) and Maintenance Repair and Overhaul (MRO) to various airlines.

- ix. To carry on the business of production of renewable energy by using various

techniques and to engage in generation and distribution of renewable energy and to engage in its other related activities and to carry on Business of generation and distribution of Solar Energy and selling to government and private parties manufacturers etc.,

- x. To engage in the business activities of generation, transmission, distribution, supervisions and control of solar energy units of multiple capacities and to acquire licenses, permits and concessions including transfer and takeover of licenses and /or concessions held by any person, firm or company for or in relation to supply of energy and to develop, build, own, operate and maintain the solar energy plants by generating, producing, refining, receiving, improving, buying, selling, reselling, leasing, sub-leasing, acquiring, using, transmitting, accumulating, employing, distributing, developing, handling, supplying and to act as producer/grower, agent, broker, representative, consultant, collaborator, or otherwise to deal in, undertake, assist, encourage, promote, developmental,

scientific, technical, engineering, research activities associated with the solar power generation, transmission and to trade all forms of solar power and its ancillary services on commercial terms either individually or on a joint venture basis with interstate, intrastate, inter-region, cross border, captive purposes, renewable energy sale certificates or to enter into arrangement with Government of India, or any other Government, or States, or Local authority including State Electricity Boards, Intermediaries in Power Transmission / Distribution Companies, Direct Consumers, etc., for the purpose of carrying out the objects of the company.

- xi. To engage in the business of laying transmission and distribution electric network lines and to do the business of electrical engineers, electricians, engineers, contractors, manufacturers, suppliers, of and dealers in electrical and other appliances cables, wirelines, dry cells, accumulators and distribute, supply electricity for the purpose of light, heat, motive power and for all other purposes

to which electrical energy can be employed and to design, plan, manufacture, assemble, supply, erect, commission, test, maintain, troubleshooting, repair, service etc., of electrical and/or electronics goods, items, instruments, parts, spares, D.G. sets, electrical control, inverter, switchgear panels, switches ,cables, plugs, powers projects in industrial, commercial, residential, establishments etc., in part individual and/or composite key basis.

xii. To plan, promote and take up necessary developmental work for the power sector, purchase power from generating companies and trade in power in an optimal manner, interstate, inter-region and cross border.

xiii. To engage in the business of purchasing, procuring, selling, importing, exporting and trading all forms of electric power and ancillary services on a commercial basis, either individually or on a joint venture basis.

- xiv. To carry on the business act as agent of public/private sector enterprises, financial institutions, banks, central government, state governments etc. engaged in planning and development of power sector to promote and organize research and development and carry out consultancy services in power sector and related activities.

- xv. To carry on the business of generating, harnessing, developing, accumulating, transmitting, distributing and supplying power either by whatever available non-conventional energy sources or renewable energy sources or any other means and renewable electricity, alternate energy or power generation through possible means and to generate, receive, purchase, develop, use, sell, supply, distribute and accumulate electricity power and to transmit, distribute and supply such power through transmission lines and facilities and generally to develop, generate and accumulate power at any place or places and to transmit, distribute, sell and supply such power.

- xvi. To set up captive power plant for the use as permitted under the law for the time being in force and to generate, accumulate, distribute and supply electricity and other power (subject to and in accordance with Law) and to acquire concession or licenses granted by or to enter into contracts with the Government of India, or any State Government, Municipal or Local Authority or Statutory body, company or person in India for the construction and maintenance of any electric installation or the production, transmission or use of electric power.
- xvii. To construct, lay down, establish, promote, fix, erect, build, install, commission, carry out and run all necessary power sub- stations, workshops, repair shops, wires, cables, lines, accumulators, lamps, fittings and apparatus in the capacity of principals, contractors or otherwise and to connect with generation, distribution, supply, accumulation or electricity including in the term electricity all power that may be directly or indirectly derived therefrom.

- xviii. To carry on the business of manufacturing, selling, distributing, supplying, contracting, sub-contracting of Solar modules/panels including energy Systems processing, Casting, Cell manufacturing and System Installation and to execute Engineering, Procurement and Construction (EPC) contracts.
- xix. To carry on the business of processing, producing, mixing, packing, preserving, freezing, extracting, refining, manufacturing, importing, exporting, buying, selling, trading and dealing in processed foods, health foods, protein foods, food products, agro foods, fast foods, packed foods, poultry products, sea foods, milk foods, health and diet drinks, extruded foods, frozen foods, dehydrated foods, precooked foods, canned foods, preserved foods, bakery products and confectionery items such as breads, biscuits, sweets, cakes, pastries, cookies, wafers, condoles, lemon drops, chocolate, toffees, tinned fruits, chewing gum, bubble gum, detergents, jams, jelly, pickles, squashes,

sausages, nutrient, snacks, health and diet foods/drinks, extruded foods, confectionery items, sweets, cereals products and any other food products in and outside India.

- xx. To carry in and outside India or elsewhere the business to process, prepare, disinfect, ferment, compound, mix, clean, wash, concentrate, crush, grind, segregate, pack, repack, add, remove, heat, grade, preserve, freeze, distillate, boil, sterilize, improve, extract, refine, buy, sell, resale, import, export, barter, transport, store, forward, distribute, dispose, develop, handle, manipulate, consult, collaborate, stock, liaise, middleman, export house, job worker or otherwise to deal in all types, descriptions, tastes, uses and packs of consumer food items, their by-products, ingredients, derivatives, residues, including foods and vegetables, packed foods, powders, pastes, liquids, drinks, beverages, juice, jams, jelly, squashes, pickles, sausages, concentrates, extracts, essences, flavours, syrups, sarbats, flavoured drinks, cream, cheese, butter, biscuits, breads,

cakes, pastries, confectionery, sweets, chocolates, toffees, fun foods, breakfast foods, dietetic products, strained baby foods, instant foods, cereal products, table delicacies and all other items whether natural, artificial or synthetic.

xxi. To carry on the business of processing, farming, manufacturing, distributorship, agency, broker, factors, stockists, importer and otherwise deal in all kinds of organic and inorganic food products and drinking products, mineral water, soft drinks, aerated mineral water, fruit drinks, artificial flavoured drinks, condensed milk and drinking products of all kinds and other consumable provision of every description for human consumption.

xxii. To mine, quarry or beneficiate coal and manufacture coke and other by-products of coal, purchase or otherwise acquire all minerals and other materials of every kind needed for or resulting from the mining, manufacturing, production or processing of coal, coke and by-products of every

kind and for this purpose, to install, operate and manage all necessary plants, mines, establishments, work and to promote, operate and carry on the business of coal washeries and to process, make, market, use, sell and dispose of any materials produced as a result of the above activities.

xxiii. To carry on the business as coal and general merchants, contractors, agents, importers, exporters, factors, warehousemen, and carriers by land and sea.

xxiv. To carry on the business in India or abroad to take on lease, rent, hire and to construct, build, establish, erect, promote, undertake, acquire, own, operate, equip, manage, renovate, recondition, turn to account, maintain and to run warehouses, godowns, open platforms, refrigeration houses, stores and other similar establishments to provide facilities for storage of commodities, goods, articles and things, and for the purpose to act as C & F agent, custodian, warehouseman, transportation

and distribution agent, stockist, financier, auctioneer, importer, exporter, or otherwise to deal in all sorts of commodities and similar goods.

xxv. To carry on the business of Real Estate and construction including for that purpose, buy, sell, purchase, lease, sub-lease or on rent or on tenancy or on license or otherwise maintain, develop, demolish, construct, build, erect, alter, repair, remodel and turn to account any land or buildings owned or acquired or leased by the Company in which the Company may be interested as owners, lessors, lessees, licensees, architects, builders, interior decorators, designers, vendors, contractors, property developers, and Real Estate owners and agents whether such land or building or the development thereof be for or in respect of sale, lease, allot or any other arrangements on such terms and conditions and to divide the same into suitable flats/plots for residential or commercial purposes such as multistoried buildings, complexes, houses, flats, offices, shops, business and amusement parks, industrial growth centre,

resorts or other structures and purchasing, holding in stock or selling materials or trading in construction materials and building accessories, electrical, sanitary, plumbing and other fixtures, fittings, equipment, plant, machinery, tools & appliances including furniture, fixtures, household goods, land, decoration materials.

- b. The equity shares of the Transferee Company are listed on BSE Limited (“BSE”) and National Stock Exchange of India Limited (“NSE”) (hereinafter collectively referred as the “Stock Exchanges”).

III. RATIONALE OF THE SCHEME

This Scheme of amalgamation would result in the following benefits:

- i. The transferor Company is a wholly owned subsidiary of the transferee Company and the amalgamation is therefore within the group Companies.
- ii. The amalgamation would facilitate a consolidation of business of the group and aid in simplification of corporate structure.

- iii. The proposed amalgamation would be in the best interest of all stakeholders at large and would bring economies of scale and reduce the overheads considerably.
- iv. The above amalgamation will help to improve internal control systems, procedures and can possess effective control and improves in operational efficiency.
- v. The amalgamation will eliminate inter-company transactions if any and holdings.

Thus, as a whole the consolidation shall be beneficial to the interest of the Transferor Company and the Transferee Company, their shareholders, their creditors, employees, customers and all stakeholders at large.

IV. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

Part A: This part of the scheme contains Definitions, Interpretations and Share Capital Structure of the Transferor and Transferee Company.

Part B: This part of the scheme deals with amalgamation of Helios Strategic Systems Limited (**Applicant Company 1/ Transferor Company**) and Indo-National Limited (**Applicant Company**)

2/Transferee Company) in accordance of Section 230 to 232 of the Companies Act, 2013 read with Companies (Compromises, Arrangements, and Amalgamation Rules), 2016.

Part C: General terms and conditions applicable to the entire scheme.

PART A

I. DEFINITIONS

In this Scheme, unless repugnant to the context, the following expressions wherever used, (including in the introductory paragraphs above) shall have the following meaning:

- i. **“Act”** or **“the Act”** means the Companies Act, 2013 and shall include any rules, circulars, guidelines, notifications, statutory modifications, re-enactment or amendments thereof for the time being in force.
- ii. **“Applicable Law(s)”** means all applicable provisions of law, statutes, subordinate legislation, treaties, regulations, directives, decisions, by-laws, ordinances, circulars, . writs, directions, codes, orders, notices,

demands, decrees, injunctions, resolutions or any precedents.

- iii. **“Appointed Date”** means April 01, 2024 or such other date as may be fixed or approved by the Hon’ble National Company Law Tribunal (hereinafter referred to as **“NCLT”**) , Chennai Bench or any other appropriate authority.
- iv. **“Authorised Representative”** any person duly authorized by the Board vide resolution for the purpose of this Scheme.
- v. **“Board of Directors”** or **“Board”** shall mean the Board of Directors of the Transferor Company and the Transferee Company as the case may be or any committee thereof duly constituted.
- vi. **“Companies”** means collectively, the Transferor Company and the Transferee Company.
- vii. **“Consent”** means any notice, consent, approval, authorization, waiver, permit, permission, clearance,

license, certificate, exemption, order, declaration, filing, report or notice, no objection certificate and registration, of, with or to, as the case may be, by any Person (including any Governmental Authority).

- viii. **Corporate Identification Number (CIN)** means a unique 21 digit alpha-numeric code issued by the Registrar of Companies which is incorporated within the country on being registered in different states.
- ix. **“Effective Date”** means the latest date on which the certified copies of the order of the Hon’ble NCLT , Chennai Bench sanctioning the Scheme, as defined hereunder are filed with the Registrar of Companies, Tamil Nadu at Chennai by the Transferor and the Transferee Company jointly.
- x. **“Equity Shares”** means equity shares of the Transferor Company and Transferee Company having face value of Rs 10/- and Rs 5/- each respectively per share fully paid up.

- xi. **“Governmental Approvals”** means any notice, consent, approval, authorization, waiver, permit, permission, clearance, license, certificate, exemption, order of any Governmental authorities in force from time to time.

- xii. **“Governmental Authority”** means any Government authority, statutory authority, regulatory authority, agency, Government department, Board, Commission, administrative authority, Tribunal or court having jurisdiction or any authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, having or purporting to have jurisdiction on behalf of the Republic of India or any state or other political subdivision thereof or any municipality, district or other subdivision thereof over the Transferor Company and/ or the Transferee Company, as the context may require.

- xiii. **“GST”** means Central Goods and Services Tax Act, 2017 (CGST), Integrated Goods and Services Tax Act, 2017 (IGST), State Goods and Services Tax Act, 2017 (SGST) and Union Territory Goods and Services Tax Act,

2017(UTGST), and rules, notifications, circulars, flyers, FAQs issued thereunder.

- xiv. **“Indian Accounting Standards”** means the applicable accounting principles as prescribed under the Companies (Indian Accounting Standards) Rules, 2015 and shall include any statutory modifications, re-enactments or amendments thereof.
- xv. **“IT Act”** means the Income Tax Act, 1961 and shall include any rules, regulations, circulars, notifications, guidelines, statutory modifications, re-enactment or amendments thereof for the time being in force.
- xvi. **“National Company Law Tribunal”** or **“NCLT”** or **“Tribunal”** means Chennai Bench of the National Company Law Tribunal having jurisdiction over the Transferor Company and Transferee Company.
- xvii. **“NCLT Order”** means all order(s) passed by the Hon’ble NCLT sanctioning the Scheme and includes any orders passed by Hon’ble NCLT or any other order(s) by the Government authority for extension of time or

condonation of delay in filing of the requisite forms with the respective Registrar of Companies in relation to this Scheme, if applicable.

- xviii. **“Registrar of Companies”** means the Registrar of Companies, Chennai, Tamil Nadu, having jurisdiction over Transferor Company and Transferee Company.

- xix. **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Amalgamation of Helios Strategic Systems Limited (Transferor Company) with Indo- National Limited (Transferee Company) and their respective shareholders and creditors, in its present forms as submitted to/ approved or directed by the Hon’ble NCLT or any other Governmental Authorities or this Scheme with such modification(s), if any made, as per Part C Clause 11 of the Scheme.

- xx. **“Stock Exchange(s)”** means BSE Limited (“BSE”) and National Stock Exchange of India Limited (“NSE”).

- xxi. **“Tax”** or **“Taxes”** shall mean any and all forms of taxation, including, direct and indirect tax, duty, cess,

rates, governmental fee, taxes or levy of any nature (whether central, state, provincial, municipal or local) or any other like assessment or charge of any kind whatsoever [including any income tax, minimum alternate tax, alternative or add-on minimum tax, sales, use, ad valorem, value added, transfer, profits, license, withholding tax on amounts paid or payable, advance tax, severance, stamp duty, capital stock, occupation, property tax, Tax deducted at source and Tax collected at source, applicable GST, benefits availed under the foreign trade policy, if any, surcharge, capital gains tax, buy-back distribution tax or similar type tax, premium, custom, tariffs, duty or any other tax under erstwhile statutes], together with any interest, penalty, fines or addition to tax, compounding amount, settlement amount, or additional amount due, imposed by any Governmental Authority responsible for the imposition of any such tax whether in India or outside India) in relation thereto, including any tax levied on a Person in its capacity as a representative assessee.

xxii. **“Transferee Company”** means Indo- National Limited (CIN: L31909TN1972PLC006196), a listed Company

incorporated on 15th July, 1972 under the provisions of the Companies Act, 1956 and having its registered office situated at No. 609, Mount Road, Lakshmi Bhawan IVth Floor, Chennai- 600 006, Tamil Nadu.

xxiii. **“Transferor Company”** means Helios Strategic Systems Limited (CIN: U74999TN2015PLC101208), an unlisted public limited Company incorporated on 1st July, 2015 under the provisions of the Companies Act, 2013 and having its registered office situated at No. 609, Mount Road Lakshmi Bhawan, IVth Floor, Chennai- 600 006, Tamil Nadu.

xxiv. **“Undertaking”** shall mean and include the entire business, whole of assets, rights, properties, liabilities, obligations and the whole undertaking of the Transferor Company existing as on the Appointed Date and specifically include the following (without limitation):

- a. all assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of

whatsoever nature, whether owned, leased, licensed) of the Transferor Company, whether or not recorded in the books of accounts of the Transferor Company, fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, leases, licenses, tenancy rights, premises, and lease arrangements, lending arrangements, benefits of security arrangements, computers, office equipment, telephones, internet connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of all agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, funds, cash, bank balances, accounts and all other rights, subsidies, grants, Software License, Domain / Websites,

Tax registration etc, in connection / relating to the Transferor Company and other claims and powers of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, existing as on the Appointed Date;

b. all secured and unsecured debts, if any, liabilities, duties and obligations (including deferred Tax liabilities and contingent liabilities), duties, provision for Taxes, duties and obligations (including under any licenses or permits or schemes of every kind) of every kind, nature and description whatsoever and howsoever arising, whether or not raised or incurred or utilized for its business activities and operations along with any Encumbrances created in relation to the same;

c. all contracts, agreements, purchase orders/service orders, consultancy contracts, service contracts operation and maintenance

contracts, memoranda of understanding, memoranda of agreements, minutes of meetings and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder;

d. all staff, workmen, apprentices, trainees and employees, if any, of the Transferor Company whose names appear on the Muster Roll as on the Appointed date;

e. all the credits for Taxes such as Income Tax, Minimum Alternate Tax, GST , book losses and book depreciation, Tax losses and Tax depreciation, all other direct and indirect Taxes, including but not limited to Tax deduction at source, Tax collection at source, Tax, deposits with Government Authorities, and advance Tax of Transferor Company;

f. all the entitlements to the claim deduction with respect to items such as provisions, expenses,

etc. disallowed in earlier years in the hands of the Transferor Company, which may be allowable in accordance with the provisions of the IT Act on or after the Appointed Date and exclude items such as provisions, reversal etc. for which no deduction or Tax benefit has been claimed by the Transferor Company prior to the Appointed Date;

g. All records, files, papers, information, computer programs, manuals, data, catalogues, quotations, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records, whether in physical /form or in electronic form of the Transferor Company existing as on the Appointed Date;

h. All legal proceedings, including quasi-judicial, arbitral and other administrative proceedings, of whatsoever nature involving the Transferor Company.

- xxv. Any references in the Scheme to “upon the Scheme becoming effective by the order of Hon’ble NCLT” or “effectiveness of the Scheme” shall mean the Effective Date.
- xxvi. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

II. INTERPRETATIONS

- a. In addition to the above terms, certain terms may be defined elsewhere in this Scheme and wherever such terms are used in this Scheme, they shall have the meaning so assigned to them in particular.
- b. The terms referred to in this Scheme shall, unless defined otherwise or inconsistent with the context or meaning

thereof, bear the meaning ascribed to them under the relevant statute/legislation.

c. All references in this Scheme to statutory provisions shall be construed as meaning and including references to:

- any statutory modification, consolidation or re-enactment made after the date of approval of this Scheme by the Board of Transferor Company and Transferee Company respectively and for the time being in force;
- all subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
- all statutory instruments or orders made pursuant to a statutory provision; and
- any statutory provisions which are in the nature of consolidation, re-enactment or modification.

- d. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- e. Headings, subheadings, titles, subtitles to clauses, sub-clauses, sections and paragraphs are for information only and shall not form part of the operative provisions of this Scheme or the schedules attached hereto and shall be ignored in construing the same.
- f. References to clauses, and schedules are, unless the context otherwise requires, shall mean references to clauses and schedules to this Scheme.
- g. Reference to days, months and years are referred to calendar days, calendar months and calendar years.
- h. Any reference to “writing” shall include printing, typing, lithography and other means of reproducing words in visible and legible form.

- i. The words “include” and “including” are to be construed without limitation.
- j. Where a wider construction is possible, the words “other” and “otherwise” shall not be construed “ejusdem generis” with any foregoing words.

III. SHARE CAPITAL

- The authorized and issued and paid- up share capital of the Transferor Company as on 31st March, 2024 is as under:

Authorized capital	Amount (INR)
1,03,00,000 equity shares of INR 10 each	10,30,00,000
Issued, subscribed and paid-up capital	Amount (INR)
1,02,68,848 equity shares of INR 10 each fully paid-up	10,26,88,480

Subsequent to 31st March, 2024, there has been no change in the capital structure of Transferor Company.

- The authorized and issued and paid -up share capital of the Transferee Company as on 31st March, 2024 is as under:

Authorized capital	Amount (INR)
1,00,00,000 equity shares of INR. 5 each	5,00,00,000
Issued, subscribed and paid-up capital	Amount (INR)
75,00,000 equity shares of INR. 5 each	3,75,00,000

Subsequent to 31st March, 2024, there has been no change in the capital structure of the Transferee Company.

PART B

AMALGAMATION OF TRANSFEROR COMPANY WITH TRANSFEEE COMPANY

1. EFFECTIVE DATE OF THE SCHEME

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Hon'ble NCLT or Regional Director/ Registrar of Companies,

shall be effective from the Appointed Date but shall be operative from the Effective Date.

2. TRANSFER AND VESTING OF THE UNDERTAKING

Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the Undertaking of the Transferor Company, shall subject to the terms and conditions of this Scheme and, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company so as to become an undertaking of the Transferee Company by virtue of and in the following manner:

- a) All movable (in nature and/or otherwise capable of transfer by physical or constructive delivery, novation and/ or endorsement and delivery or by operation of law), and all other assets (whether tangible or intangible, whether freehold or leasehold) of the Transferor Company comprising, amongst others, all motor vehicles, furniture and fixtures, computers/data processing, office equipment, electrical installations, telephones and other communication facilities, actionable claims, outstanding

loans and advances, sundry debtors, deposits, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances, term deposits, recoverable in cash or in kind or for value to be received, deposits, if any, with governmental authorities and other authorities, business licenses, permits, authorizations, approvals, lease, tenancy rights, permissions, if any, and all other rights, contracts, consent, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, if any, existing as on Appointed Date, shall under the provisions of Sections 230 to 232 of the Act, and pursuant to the order of the Hon'ble NCLT sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the appointed date, be transferred and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties, assets, rights, and undertaking(s) of the Transferee Company.

- b) All the other assets, rights, title, interests and investments whether or not included in the books of accounts, including those which were acquired on or

after the Appointed Date but prior to Effective Date of the Transferor Company shall also without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the Part B of this Scheme becoming effective.

- c) The assets and properties of the Transferor Company which 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 Company and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the undertaking, without requiring any separate deed or instrument or conveyance for the same.

- d) In respect of movables other than those dealt with in clause (c) above, including sundry debts, receivables, bills, credits, loans and advances of the Transferor Company, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Government

Authority or with any Company or with any banks/financial institutions or with any other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company.

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

f) All the interests of the Transferor Company in their respective subsidiaries and associates as on the Appointed Date will become the interests of the Transferee Company.

g) All statutory licenses, registrations, approvals or consents if any, relating to the Undertaking of the Transferor Company, if any, existing as on Appointed Date shall

stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the Undertaking of the Transferor Company pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, approvals and consents, registrations shall vest in and become available to the Transferee Company pursuant to this Scheme. In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Company are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

h) Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities relating to and comprised in the Transferor Company including all secured and unsecured debts (whether in Indian Rupees or any equivalent foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Company

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 Hon'ble NCLT 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 and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company 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.

- i) All debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, whether or not provided in the books of the respective Transferor Company, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company 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.

- j) Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged or satisfied by the Transferor Company 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.

- k) 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 Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.

- l) This Scheme shall not, in any manner, affect the rights of any of the creditors of the Transferor Company or the Transferee Company.

- m) Between the Appointed Date and the Effective Date, all profits and income accruing or arising to the Transferor Company, and losses and expenditure arising or incurred by them (including Taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including Taxes), as the case may be, of the Transferee Company.

- n) On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts, demat accounts, if any, of the Transferor Company and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes 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 Transferor Company to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.
- o) Any of the rights, powers and privileges attached or related or pertaining to and exercised by or available to the Transferor Company shall be deemed to have been exercised by 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 Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent by the Transferee Company.

- p) The transfer and vesting as aforesaid shall be subject to the existing charges/ hypothecation / mortgages, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which the Transferor Company is a party wherein the assets of the Transferor Company have been or are offered or agreed to be offered as security for any financial assistance or obligations shall be construed as reference only to the assets pertaining to the Transferor Company and vested in the Transferee Company by virtue of this Scheme to the end and intent that the charges shall not extend or deemed to extend to any assets of the Transferee Company.
- q) Provided always that the Scheme shall not operate to enlarge the security for any loan, deposit or facility availed of by the Transferor Company and the Transferee Company shall not be obliged to create any further or additional security thereof after the Effective Date or otherwise.

r) All Taxes direct or indirect (including but not limited to advance Tax, Tax deducted at source, Tax collected at source, Income tax, Minimum Alternate Tax, securities transaction Tax, withholding Tax, Taxes withheld/paid in a foreign country, cess, duties, GST etc.), if any, payable by or refundable to the Transferor Company, including , right to claim credit for Income Tax, Minimum Alternate Tax, GST, set-off and carry forward of accumulated losses, unabsorbed depreciation, book losses, book depreciation, unabsorbed R&D expenditure, deferred revenue expenditure, deduction, rebate, allowance, amortization benefit, etc., whether in India or anywhere outside India, expenses incurred by the Transferor Company but deduction to be claimed on payment basis / on compliance with withholding tax provisions (as the case may be) under Sections 43B, 40(a)(i) and 40 (a) (ia) of the IT Act, (if any), pertaining to the period(s) prior to the Appointed Date shall be treated as the liability or refunds / claim(s) / credit(s), as the case may be, of the Transferee Company. Further, any tax incentives, advantages, privileges, exemptions, credits, holidays, remissions (including remissions under Income-Tax, GST), reductions, grants, subsidies, special status, unutilized Tax credits, etc., as

would have been available to the Transferor Company, shall pursuant to Part B of this Scheme becoming effective, be available to the Transferee Company.

- s) With effect from the Appointed Date, upon Part B of the Scheme becoming effective, all inter se contracts and other arrangements solely between the Transferor Company and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company.

- t) The transfer of property and liabilities and the continuance of proceedings by the Transferee Company as stated above shall not affect any transaction or proceedings already concluded by the Transferor Company 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 regard thereto as done and executed by the Transferee Company on behalf of itself.

u) Any third party or Government Authority required to give effect to any provisions of Part B of this Scheme, shall take on record the Hon'ble NCLT Order sanctioning the Scheme on its file and duly record the necessary substitution or endorsement in the name of the Transferee Company as successor in interest, pursuant to the sanction of this Scheme by the Hon'ble NCLT, and upon Part B of this Scheme becoming effective. For this purpose, the Transferee Company shall file certified copies of such Hon'ble NCLT Order and if required file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only and there shall be no lapse in the validity and enforceability of Government approvals, Consents, quotas, rights, entitlements, licenses (including the licenses granted by any Governmental Authorities for the purpose of carrying on its business or in connection therewith), and certificates of every kind and description of whatsoever nature.

3. LEGAL PROCEEDINGS

a) If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending, the same

shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

- b) In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.
- c) After the Appointed Date and before the Effective Date, if any, proceedings are taken by or against the Transferor Company, the same shall be instituted and/or defended by the Transferor Company for and on behalf of the Transferee Company.

4. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

a) Subject to the other provisions of this Scheme, with effect from Appointed Date, all contracts, deeds, bonds, insurance, letters of Intent, expression of interest, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to the Transferor Company to which the Transferor Company is party and subsisting or having effect on the Effective Date, shall be 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 thereto.

b) The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to

implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

- c) For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, powers of attorney given by, issued to or executed in favour of the Transferor Company 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.

5. BOARD OF DIRECTORS OF THE TRANSFEROR COMPANY

The Board of Directors (or any committee/sub-committee thereof) of the Transferor Company, upon this Scheme becoming effective, shall without any further act,

instrument and deed stands dissolved. All the directors of the Transferor Company shall cease as on the effective date.

6. STAFF, EMPLOYEES AND WORKMEN OF THE TRANSFEROR COMPANY

- a) All staff, workmen and employees, if any, engaged in the Transferor Company as on the Effective Date shall stand transferred to the Transferee Company, without any further act or deed to be done by the Transferor Company or the Transferee Company and, subject to the provisions hereof, on terms and conditions not less favourable than those on which they are engaged by the Transferor Company, without any interruption of service as a result of the amalgamation of the Transferor Company into the Transferee Company.
- b) It is expressly provided that, on the Scheme becoming effective, any provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff, workmen and the employees of the Transferor Company in service as on the Effective Date shall become trusts/funds of the Transferee Company for all purposes whatsoever in relation

to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, 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. It is clarified that, for the purpose of the said funds or other terminal benefit, past service of such staff, workmen and employees, with the Transferor Company will be treated as having been continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Company without any interruptions.

**7. CONSIDERATION: CANCELLATION AND
EXTINGUISHMENT OF SHARES**

- a) The entire issued, subscribed and paid-up equity share capital of the Transferor Company is held by the Transferee Company along with its nominees. In other words, the Transferor Company is a wholly owned subsidiary of the Transferee Company. Accordingly, upon this scheme becoming effective, the Transferee Company would not be

required to issue and allot any shares to the shareholders of the Transferor Company. The entire paid-up equity share capital of the Transferor Company held by the Transferee Company shall be cancelled without any further act or deed.

- b) Pursuant to the Scheme of Amalgamation becoming effective, the shares of the Transferor Company held by equity shareholders in dematerialised/ physical form shall without any further application, instrument or deed, be deemed to have been automatically cancelled. Also, the shares held in physical form, if any, shall also without any further application, instrument or deed, be deemed to have been automatically cancelled.
- c) The Board of Directors of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme.
- d) It is clarified that upon the approval of this Scheme by the shareholders of Transferee Company and the Transferor Company under Sections 230 to 232 of the Act, the shareholders shall be deemed to have approved this

Scheme under Sections 13, 42, 61, 62, 64 and any other applicable provisions under the Act, and that no separate approval from the shareholders to that extent shall be required to be sought by the Companies for the matters specified in this Scheme.

PART C

GENERAL TERMS AND CONDITIONS

1. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

Upon the Scheme becoming effective, the Transferee Company shall account for the amalgamation of the Transferor Company in its books of accounts as under:

- a. The Transferee company shall, record all the assets and liabilities of the Transferor Company vested in it pursuant to this Scheme, in accordance with the treatment provided for 'Pooling of Interest Method' as prescribed in the Indian Accounting Standards (IND AS) 103 'Accounting for Business Combinations under common control' and other applicable IND - AS prescribed under section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standard) Rules, 2015 (as amended). Accordingly, the

value of all the assets, liabilities and reserves pertaining to the Transferor Companies as appearing in the consolidated financial statements of the Company would be recognized in the standalone financial statements of the Transferee Company.

- b. The balance of the retained earnings appearing in the financial statements of the Transferor Company determined as per Ind AS, shall be aggregated with the corresponding balance of the retained earnings appearing in the financial statements of the Transferee Company. The identity of the reserves standing in the books of the Transferor Company determined as per Ind AS shall be preserved and shall appear in the financial statements of the Transferee Company in the same form and at the same values at which they appeared in the financial statements of the Transferor Company.
- c. Upon the Scheme becoming operative, comparative financial information in the financial statements of the Transferee Company shall be restated. Comparative financial information of Transferor Company shall be incorporated in the financial statements of the

Transferee Company from the date from which the Transferor Companies were under common control.

- d. Upon the Scheme becoming operative, the difference, if any, between the carrying amount in the books of the Transferee Company of its investments in the equity share capital of the Transferor Companies, which shall stand cancelled consequent to the Scheme, and the aggregate face value of such equity share capital shall, subject to the other provisions contained herein, be adjusted to the capital reserves of the Transferee Company.
- e. Inter-company balances, if any, will stand cancelled.
- f. All transactions entered into between the Transferor Companies and the Transferee Company shall stand cancelled.
- g. In case of any differences in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail. The difference, if any, will be

quantified and adjusted in the Capital Reserve Account to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of a consistent accounting policy.

- h. All costs and expenses incurred in connection with the Scheme and to put it into operation, and any other expenses or charges attributable to the implementation of the Scheme, shall be debited to the Statement of Profit and Loss of the Transferee Company.

2. CONSEQUENTIAL MATTERS RELATING TO TAX AND COMPLIANCE WITH LAW

- a. The Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the IT Act. If any of the terms or provisions of the Scheme is/are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the IT Act at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) of the IT Act shall prevail and the Scheme shall stand modified to the extent necessary to comply with the

provisions of Section 2(1B) of the IT Act. Such modification will however not affect other parts of the Scheme.

- b. All intangible assets (including but not limited to goodwill) belonging to but not recorded in the books of account of the Transferor Company and all intangible assets (including but not limited to goodwill) arising or recorded in the process of amalgamation in the books of account of Transferee Company shall, for all purposes, be regarded as an intangible asset in terms of Explanation 3(b) to Section 32(1) of the IT Act and Transferee Company shall be eligible for depreciation there under at the prescribed rates.

- c. Upon Part B of the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and statutory returns along with prescribed forms, certificates, filings and annexures, including under the IT Act, GST, other Tax returns and to restore refunds and/or credits for Taxes paid (including minimum alternate Tax), Tax

losses and to claim Tax benefits under the IT Act and other Tax laws etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme.

- d. The Transferee Company is also expressly permitted to claim refunds, credits, including restoration of Tax credits, Tax deduction with respect to nullifying of any transactions between the Transferor Company and Transferee Company.

3. CONSOLIDATION AND INCREASE OF AUTHORIZED SHARE CAPITAL OF THE TRANSFEREE COMPANY

- a. Consequent to and as part of the amalgamation of the authorised share capital of the Transferor Company shall be sub- divided into Rs. 5/- per share resulting in 3,06,00,000 equity shares, and 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 or deed.

- b. Upon this Scheme becoming effective, the share capital of the Transferee Company shall be as follows:

Authorized capital	Amount (INR)
3,06,00,000 equity shares of INR 5 each	15,30,00,000

- c. The Clause 'V' of the Memorandum of Association of the Transferee Company shall stand substituted by virtue of this Scheme to read as follows:

Clause 'V' of the Memorandum of Association:

The Authorised Share Capital of the Company is Rs. 15,30,00,000 (Fifteen Crore Thirty Lakhs Rupees Only) divided into 3,06,00,000 (Three crore Six Lakhs) Equity Shares of face value of Rs. 5/-(Rupees Five) each with the rights, privileges and conditions attached thereto as may be provided by the regulations of the Company for the time being in force with power to increase or reduce the capital and to divide the shares in the capital for the time being into several classes (being those specified in Companies Act, 1956) and to attach thereto respectively such preferential as may be determined in accordance with the regulations of the Company

and to modify abrogate any such rights, privileges and conditions in such manner as may for the time being be permitted by the said Act or provided by the Articles of Association of the Company for the time being in force.

- d. It further clarified that the approval of the members of the Transferor Company and Transferee Company to the Scheme shall be deemed to be the consent / approval for the alteration of the Memorandum of Association and Articles of Association of the Transferee Company in the manner elaborated above. The approval of this Scheme by the shareholders of the Transferor Company and Transferee Company under sections 230 to 232 of the Act, whether at a meeting or otherwise, shall be deemed to have the approval under Sections 13, 14, 61, 62, 64 and other applicable provisions of the Act and any other consents and approvals required in this regard.
- e. The stamp duty and any fees paid on the authorised capital of the Transferor Company shall be utilized

and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and / or fee by the Transferee Company for increase in the authorised share capital to that extent and the Transferee Company shall pay the differential fees/stamp duty, if any, on the enhanced authorised share capital pursuant to the Scheme of amalgamation after set-off the fee/stamp duty paid by the Transferor Company on its authorised capital prior to the Scheme of amalgamation.

- f. For the avoidance of doubt, it is clarified that, in case, the authorized share capital of the Transferor Company and, or, the Transferee Company, as the case may be, undergoes any change, either as a consequence of any corporate actions or otherwise, then Part C Clause 3(b) shall automatically stand modified / adjusted automatically accordingly to take into account the effect of such change

4. COMPLIANCE WITH SEBI REGULATIONS

- a. Since the present Scheme solely provides for amalgamation of the wholly owned subsidiary with its parent company, no formal approval is required from the Stock Exchanges or Securities and Exchange Board of India ("SEBI") for the Scheme, in terms of provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations; 2015, as prevailing and applicable provisions, if any.
- b. In terms of the SEBI Regulations, the present Scheme of Amalgamation is only required to be filed with BSE Ltd. and National Stock Exchange of India Ltd. (on the Stock Exchanges where the Transferee Company is listed) for the purpose of disclosure and dissemination on its website.
- c. The Transferee company will comply with the provisions of the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI Regulations, SEBI Circulars and other applicable

provisions, if any, as prevailing, in connection with the Scheme and other connected matters.

5. CONDUCT OF BUSINESS BETWEEN APPOINTED DATE AND EFFECTIVE DATE

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

- a. The Transferor Company shall be deemed to have held and stood possessed of and shall hold and stand possessed of all their properties and assets pertaining to the Undertaking of the Transferor Company for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold its said assets with utmost prudence until the scheme comes into effect.

- b. The Transferor Company shall carry on the business activities of the Undertaking with reasonable diligence, business prudence, consistent with past practices of the Transferor Company and shall not, except in the ordinary course of business or without prior written consent of the Transferee Company

alienate charge, mortgage, encumber or otherwise deal with or dispose of the Transferor Company or part thereof.

- c. All the income or profits accruing or arising to the Transferor Company and all costs, charges, expenses or losses incurred by the Transferor Company shall for all purposes be treated as the income, profits, costs, charges, expenses and losses as the case may be of the Transferee Company.
- d. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central / State Government, and all other agencies, departments and authorities concerned as are necessary under law or rules, for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme.
- e. The Transferor Company shall not vary the terms and conditions of employment of any of the employees, existing as on the Effective Date, except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to

any pre-existing obligation undertaken by the Transferor Company as the case may be, prior to the Effective Date.

6. VALIDITY OF EXISTING RESOLUTIONS

Upon the coming into effect of the Scheme, the resolutions of the Transferor Company as are considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company. If any such resolutions have any monetary limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company.

7. SAVING OF CONCLUDED TRANSACTIONS

The transfer of Undertaking as described hereinabove and the continuance of proceedings by or against the Transferor Company, the same shall not affect any transaction or proceedings already concluded by the Transferor Company on and after the Appointed Date till the Effective Date, to

the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

8. DISSOLUTION OF THE TRANSFEROR COMPANY

On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound-up, and the Board of Directors of the Transferee Company shall without any further action be ceased.

9. CONDITIONALITY ON APPROVAL/ SANCTION OF THE SCHEME

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

- a. Approval of, and agreement to the Scheme by the requisite majorities of members or creditors such of the Transferor Company and Transferee Company or dispensation thereof as may be directed by the Hon'ble NCLT on the applications made for directions under Section 230 to 232 of the said Act for calling/ conducting/ convening or dispensing with meetings

and necessary resolutions being passed under the Act for the purpose, if required.

- b. The sanctions of the Hon'ble NCLT, Government Authority and any other statutory or regulatory authority as applicable being obtained under Sections 230 to 232 and other applicable provisions of the Act on behalf of the Transferor Company and Transferee Company.
- c. Certified copy of the order of the Hon'ble NCLT sanctioning this Scheme being filed with the Registrar of Companies, Chennai, Tamil Nadu.
- d. Each part in Section of the Scheme shall be given effect to as per the chronology in which it has been provided for in the Scheme. The Scheme shall be effective from the Effective Date. However, failure of any one part of one Section for lack of necessary approval from the shareholders / creditors / statutory regulatory authorities shall not result in the whole Scheme failing. It shall be open to the concerned Board of Directors to consent to severing

such part(s) of the Scheme and implement the rest of the Scheme as approved by the Hon'ble NCLT with such modification.

- e. Compliance with such other conditions as may be imposed by the Hon'ble NCLT.

10. APPLICATION TO HON'BLE NCLT

The Transferor Company and the Transferee Company by way of a Joint application shall, with all reasonable dispatch, simultaneously make necessary applications pursuant to Sections 230 to 232 of the Act, to the Hon'ble NCLT where the registered office of the Transferor Company and the Transferee Company are situated, for sanction and carrying out the Scheme and for all matters ancillary or incidental thereto under Sections 230 to 232 and other applicable provisions of the Act. The said companies shall also apply for and obtain such other approvals, as may be necessary in law, if any, for 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.

11. MODIFICATION OR AMENDMENTS TO THE SCHEME

Subject to approval of the Hon'ble NCLT, the Transferor Company and the Transferee Company by their respective Boards of Directors, may assent to/make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the Hon'ble NCLT and/or any other Authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board). The Transferor Company and the Transferee Company by their respective Board are authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any directive or Order of any other authorities or otherwise howsoever, arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith. In case, post approval of the Scheme by the Hon'ble NCLT, there is any confusion in interpreting any Clause of this Scheme, or otherwise, the Board of Directors of the Transferor Company and the Transferee Company shall have complete power to take the most sensible interpretation so as to render the Scheme operational.

12. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any 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 Company 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 not being sanctioned by the Hon'ble NCLT/ or NCLT Order(s) not being passed as aforesaid, 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.

13. COSTS, CHARGES, EXPENSES AND STAMP DUTY

All costs, charges and expenses (including any taxes and duties) incurred or payable by the Transferor Company and Transferee Company in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company with the Transferee Company in pursuance of this Scheme, including stamp duty on the orders of Hon'ble NCLT, if any

and to the extent applicable and payable, shall be borne and paid by the Transferee Company.

14. SEVERABILITY

If any provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the mutual agreement of the Transferor Company and the Transferee Company in writing, affect the validity or implementation of the other provisions of this Scheme.

15. NO CAUSE OF ACTION

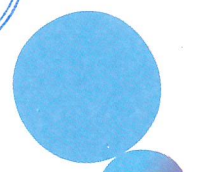
No third party claiming to have acted or changed his position in anticipation of this Scheme taking effect, shall get any cause of action against the Transferor Company or the Transferee Company or their directors or officers, if the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF INDO- NATIONAL LIMITED HELD ON FRIDAY THE 25TH DAY OF OCTOBER 2024 AT 2.30 P.M THROUGH VIDEO CONFERENCE

TO APPROVE AMALGAMATION OF HELIOS STRATEGIC SYSTEMS LIMITED (THE WHOLLY-OWNED SUBSIDIARY COMPANY) WITH THE COMPANY

RESOLVED THAT, pursuant to the provisions of Section 230- Section 232 and other applicable provisions of the Companies Act, 2013 ("Act"), the applicable provisions of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (including any statutory modification or re-enactment or amendment thereof), and other applicable laws, rules and regulations, enabling provisions of the Memorandum of Association and Articles of Association of the Company, subject to necessary approvals / consents / sanctions and permissions from the members, creditors and such other class of persons, if any, sanction of the Hon'ble National Company Law Tribunal, Chennai Bench ("NCLT"), Securities Exchange Board of India ('SEBI') read with the Regulations made thereunder and BSE Limited ('BSE'), National Stock Exchange of India Limited ('NSE') and other statutory /regulatory authorities, as may be required, (collectively referred to as "Regulatory Authorities") and subject to such conditions and modifications as may be prescribed or imposed by the NCLT or by the Regulatory Authorities, while granting such approvals / consents / sanctions / permissions / exemptions, which may be agreed to by the Board of Directors of the Company, the consent of the Board of Directors of the Company be and is hereby accorded to approve the Scheme of Amalgamation (hereinafter referred to as "the Scheme") of M/s. Helios Strategic Systems Limited, CIN: U74999TN2015PLC101208 (hereinafter referred to as "Transferor Company") with M/s. Indo- National Limited, CIN: L31909TN1972PLC006196 (hereinafter referred to as "Transferee Company") and their respective shareholders and respective creditors as per the draft Scheme placed before the Board and initialed by the respective chairman for the purposes of identification."





RESOLVED FURTHER THAT the Scheme containing the terms and conditions for the amalgamation of Transferor Company with Transferee Company, detailing inter alia the brief information about the transfer of the undertaking, assets and liabilities, conduct of business, capital structure, accounting treatment, legal proceedings etc. placed before the Board and initialed by the Chairman, be and is hereby approved and adopted as "the Scheme".

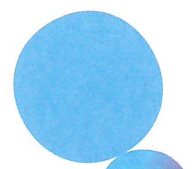
RESOLVED FURTHER THAT the appointed date of the Scheme shall be April 01, 2024, or such other date as may be approved by the NCLT and/or the Regulatory Authorities.

RESOLVED FURTHER THAT as per the directions of the Hon'ble National Company Law Tribunal, Chennai bench, the Scheme of Amalgamation may be served on such authorities including the Regional Director Southern Region, Official Liquidator, Registrar of Companies, Chennai, the Income-tax Department or such other authorities in force.

RESOLVED FURTHER THAT in the opinion of the Board, the said Scheme will be of advantage and beneficial to the shareholders of this Company as per the rationale contained in the Scheme and the terms thereof are fair and reasonable.

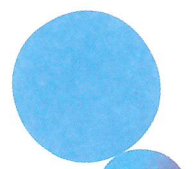
RESOLVED FURTHER THAT all necessary actions be initiated for obtaining the requisite approvals or consents of the members, creditors, and other classes of persons, if any, sanction of the NCLT and/or the Regulatory Authorities, whose approval / consent / sanction / permission / exemption is required under the applicable laws for the Scheme.

RESOLVED FURTHER THAT Mr. C.R. Sivaramakrishnan, CFO of the Company or Mr. J. Srinivasan, Company Secretary of the Company be and are hereby severally authorised (hereinafter referred to as "Authorised Persons"), for and on behalf of the Board and the Company, to do all things and take such steps as may be necessary/in connection with or incidental to giving effect to the above resolution or as may be otherwise required in relation to the Scheme, including the following:





1. To sign and file applications/ petitions/ any other affidavits or documents (including any modifications, changes, variations, alterations, deletions, or revisions) with the NCLT/any other competent authority of competent jurisdiction for directions of holding/ dispensing with a meeting of the members and creditors and for the confirmation and approval of the Scheme.
2. To finalize the Scheme, carry out or assent to any modifications/ amendments to the Scheme, or to any conditions or limitations that the Jurisdictional NCLT and/ or any other authority may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate.
3. Evolve, decide upon or bring into effect the Scheme and make and give effect to any modifications, changes, variations, alterations or revision in the Scheme from time to time or to suspend, withdraw or revive the Scheme from time to time as may be specified by any statutory authority or as the Board of Directors may suo-moto decide in its absolute discretion and to do all such acts, deeds, matters and thing whatsoever, including settling any questions, doubt or difficulty that may arise with regard to or in relation to the Scheme as it may in its absolute discretion consider necessary, expedient, fit and proper;
4. To accept services of notices or other process which may from time to time be issued in connection with the matter of aforesaid and also to prepare, finalize, settle and serve notices for convening/dispensing of the meeting of the shareholders and/or Creditors and/other parties or person(s) concerned;
5. Calling/convening/conducting/holding the meetings of the shareholders and/ or the creditors, signing and sending the notices and carry all such other activities in relation to the meeting, if the Jurisdictional NCLT does not dispense the meetings;
6. To produce all documents, matters or other evidence in connection with the matters aforesaid and any other proceedings incidental thereto or arising therefrom;
7. To declare and file all pleadings, reports, and sign and issue public advertisements and notices, which are required to be signed, executed, delivered for carrying into effect





the said scheme in all respects whatsoever and/or for obtaining directions (including but not limited to NCLT);

8. To incur such other expenses as may be incidental to the above or the Scheme;

9. To do all such acts as may be required to be complied under NCLT Rules 2016, including but not limited to finalization of notice and explanatory statement under section 230 to 232 of the Companies Act, 2013 including advertisement, appointment of Scrutinizer's etc.;

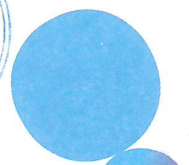
10. To sign any electronic forms to be submitted/ filed/ uploaded with any of the regulatory authorities, relating to the Scheme;

11. To do all such other acts, matters, deeds and things necessary in connection with or incidental to give such effect to the scheme and for the purpose of the above resolutions.

12. To engage, appoint and remove one or more counsel, advocate, solicitor, pleader for the purpose of the Scheme to represent and act on behalf of the Company in the proceedings before the NCLT and/or the Regulatory authorities and to deal with the offices of the Regional Director of the Ministry of Corporate Affairs, Registrar of Companies, Official Liquidator, Income tax authorities and other Regulatory authorities in force in relation to the Scheme;

13. To make, prepare, swear, sign, affirm, declare, execute and file applications, petitions, affidavits, vakalatnama, declarations, announcements and such other documents on behalf of the Company, with the NCLT and/or other Regulatory authorities and to obtain directions for calling/holding/convening or dispensing the meetings of the shareholders, creditors, debenture holders and / or any other class of persons for sanction of the Scheme and to sign and issue public advertisements and notices in connection with the Scheme;

14. To make such amendment(s), alteration(s) and modification(s) in the Scheme or any part thereof, as may be expedient or necessary or suggested by the shareholders or creditors, if any, and/or for satisfying the conditions/requirement imposed by the NCLT,





and/or any other Regulatory authorities, as may be required, provided that prior approval of the Board shall be obtained for making any material changes in the said Scheme as approved in this meeting;

15. To give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or in any manner whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under law);

16. To file requisite forms or replies with the Ministry of Corporate Affairs, Registrar of Companies, Regional Director, Official Liquidator or any Regulatory Authorities in connection with the Scheme during the process of sanction thereof and during the implementation of the Scheme;

17. To file the copy of the order of the NCLT and/or the Regulatory Authorities, if any, sanctioning the Scheme with the Registrar of Companies and such authorities as may be required from time to time;

18. To approve for withdrawal (and where applicable, refiling) of the Scheme and to make changes in the Scheme at any stage, including but without limitation, in case any changes and/or modifications are suggested/ required to be made in the Scheme or any condition suggested, required or imposed, whether by any shareholder, creditor, NCLT, and/or any other Regulatory authority, which are acceptable to the Company, and/or if the Scheme cannot be implemented otherwise, and to do all such acts, deeds, matters and things as he / they may deem necessary and desirable in connection therewith and incidental thereto;

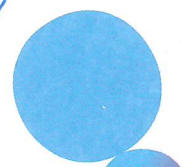
19. To suitably inform, apply and/or represent to the Central and/or State Government(s) and/or local or other Regulatory authorities/ agencies, including but not limited to Competition Commission of India, Office of Registrar/Sub-Registrar, Central Board of Indirect taxes and Customs, Central Board of Direct taxes, Provident Fund authorities, and any other Regulatory authorities, agencies, etc. (as may be applicable), and/or to represent the Company before the said authorities and agencies;



20. To obtain the certified copy of order passed by the NCLT, and file the same with the concerned Registrar of Companies, and such other regulatory authorities
21. To make, prepare, sign, affirm, execute and file any agreements, contracts, deeds and such other documents on behalf of the Company, in relation to transfer of assets and properties (movable or immovable) of the Company, upon the Scheme coming into effect with effect from the Appointed Date;
22. To do all the acts, deeds, matters and things as may be required for seeking approval of the Members in terms of the Act and any other rules or circular(s) issued thereunder, as may be applicable;
23. To authenticate and register any document, agreement, instrument, proceeding and record of the Company;
24. To incur such expenses as may be necessary with regard to the above transaction, including payment of fees to counsels, advocates, solicitors, registrars and other agencies and such other expenses that may be incidental to the above, as may be decided by them; and
25. To do all such acts, deeds, matters and things as may be necessary, proper, desirable or expedient in connection with or incidental to giving effect to this resolution.

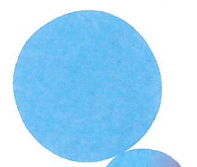
RESOLVED FURTHER THAT Mr. C.R. Sivaramakrishnan, CFO of the Company or Mr. J. Srinivasan, Company Secretary of the Company be and are hereby severally authorized to engage, avail services and finalize the Professional fee including terms and conditions of M/s Lakshmmi Subramanian and Associates, Practicing Company Secretaries / Advocates / experts for the purpose of effectively implementing the Scheme.

RESOLVED FURTHER THAT Mr. C.R. Sivaramakrishnan, CFO of the Company or Mr. J. Srinivasan, Company Secretary of the Company be and are hereby severally authorise M/s Lakshmmi Subramanian and Associates, Practicing Company Secretaries to do the following on behalf of the Company: –





1. To file application(s), petition(s) for the Sanction and/or confirmation of the Scheme before the Hon'ble NCLT if required and to file all necessary affidavits, deeds, documents, papers and proceedings (including any modifications, changes, variations, alterations, deletions, revocation, revisions or withdrawal of the Scheme) in connection with the same;
2. To settle all questions, differences or doubts and to make any necessary corrections or alterations in the documents submitted to the Statutory Authorities that may arise in regard to the Composite Scheme of Amalgamation.
3. To sign, execute, submit, file, deliver Power of Attorney, applications, letters, notices and other deeds, documents, undertakings, declarations to enable implementation of the resolution to its full intent and extent.
4. To represent the Company before the Hon'ble NCLT and other regulatory authorities including Central or State Government, Regional Director, Ministry of Corporate Affairs, Registrar of Companies, Official Liquidator and before all Courts of law or Tribunals for the purpose of the proposed Scheme, signing and filing of all documents, deeds, applications, notices, petitions and letters, to finalize and execute all necessary applications/ documents/ papers for and on behalf of the Company and to do all such acts, deeds, matters and things necessary and convenient for all or any of the purposes aforesaid.
5. Filing of application with the Jurisdictional Hon'ble NCLT for seeking dispensation from calling/conducting/convening/holding meetings of the shareholders and the creditors of the company respectively, as may be required to give effect to the Scheme and for issuing necessary notices for the meeting;
6. To make or accept such modification and /or such conditions, if any, which may be necessary/required and/or imposed by the Hon'ble NCLT and/or by any other authority while sanctioning the Scheme;
7. To do all such acts, deeds and things as may be considered necessary, proper, required and deemed expedient to give effect to the aforesaid decision of the Board





(including any modifications or alterations that may be required to be signed in one or more tranches from time to time to implement the above resolution)

RESOLVED FURTHER THAT the authorised Persons of the Company be and are hereby severally authorised to affix the common seal of the Company in terms of its Articles of Association, if so required, on any document including agreements, undertakings, deeds, documents, writings, etc. in connection with this resolution, that may be required to be executed under the common seal of the Company and for this purpose the common seal of the Company be and is hereby permitted to be taken out from its Registered Office.

RESOLVED FURTHER THAT, the certified copy of this resolution be issued under the signature of any of the Authorised Persons of the Company to the concerned appropriate authorities or entities as and when necessary and as deemed fit."

//CERTIFIED TRUE COPY//

For Indo National Ltd

J. Srinivasan

Company Secretary

