

POWERICA LIMITED

A PROMISE FOR POWER

Regd. Office & Corp. Mktg. Office:
9th Floor, Bakhtawar,
Nariman Point,
Mumbai 400 021.

Tel +91 22 6656 2525
Fax +91 22 4315 2515
E-mail atp@powericaltd.com
Web www.powericaltd.com

CIN : U31100MH1984PLC032825



FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH - IV
CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Amalgamation and Arrangement amongst Enorgair Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and Powerica Sales and Services Private Limited and Empower Gensets Private Limited and Everest Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the Scheme")

Powerica Limited
PAN: AAACP3812E

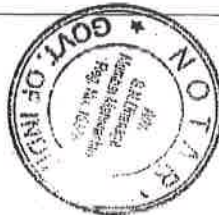
... Applicant Company 9/Transferee Company

NOTICE TO INCOME TAX AUTHORITIES

To,
The Deputy Commissioner of Income Tax,
LTU Circle 1, 29th Floor, Centre 1, (3/4)
Cuffe Parade, Mumbai - 400 005.

Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013 ("the Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal at Mumbai ("Hon'ble Tribunal") by an order dated 30th August 2022 ("Order"), meeting of the equity shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been dispensed with.

Offices at : Ahmedabad, Aurangabad, Bangalore, Chennai, Coimbatore, Goa, Gurgaon, Hospet, Hubli, Kochi, Kolhapur, Madurai, Nagpur, Nashik, Pune, Secunderabad.





A copy of the Scheme and the Orders are enclosed herewith as Annexure A and Annexure B respectively.

You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.

For Powerica Limited



Nagesh Oberoi
Chairman and Managing Director
DIN: 00009000

Dated this 21st day of September, 2022

Place: Mumbai

Enclosures: 1. Copy of the Scheme (Annexure A)
2. Copy of Order (Annexure B)



930/c

POWERICA LIMITED

A PROMISE FOR POWER

Regd. Office & Corp. Mktg. Office:
9th Floor, Bakhawar,
Nariman Point,
Mumbai 400 021.

Tel +91 22 6656 2525
Fax +91 22 4315 2515
E-mail atp@powericaltd.com
Web www.powericaltd.com

CIN : U31100MH1984PLC032825

27 SEP 2022

FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH - IV
CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Amalgamation and Arrangement amongst Energair Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and Powerica Sales And Services Private Limited and Empower Gensets Private Limited and Everest Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the Scheme")

Powerica Limited
CIN: U40100MH2019PTC327582

... Applicant Company 9/ Transferee Company

NOTICE TO CENTRAL GOVERNMENT, REGULATORY AUTHORITIES

To,
The Regional Director, Western Region,
Ministry of Company Affairs, Everest,
5th floor, 100, Marine lines, Mumbai - 400002.

Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013 ("the Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal at Mumbai ("Hon'ble Tribunal") by an order dated 30th August 2022 ("Order"), meeting of the equity shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been dispensed with.

Offices at : Ahmedabad, Aurangabad, Bangalore, Chennai, Colmbatore, Goa, Gurgaon, Hospet, Hubli, Kochi, Kolhapur, Madurai, Nagpur, Nashik, Pune, Secunderabad.





A PROMISE FOR POWER

A copy of the Scheme and the Orders are enclosed herewith as Annexure A and Annexure B respectively.

You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.

For Powerica Limited




Nagesh Oberoi
Chairman and Managing Director
DIN: 00009000

Dated this 21st day of September, 2022

Place: Mumbai

- Enclosures:
1. Copy of the Scheme (Annexure A)
 2. Copy of Order (Annexure B)



POWERICA LIMITED

A PROMISE FOR POWER

Regd. Office & Corp. Mktg. Office:
9th Floor, Bakhtawar,
Nariman Point,
Mumbai 400 021.

Tel +91 22 6656 2525
Fax +91 22 4315 2515
E-mail atp@powericaltd.com
Web www.powericaltd.com

CIN : U31100MH1984PLC032825

FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH - IV

CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Amalgamation and Arrangement amongst Energair Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and Powerica Sales and Services Private Limited and Empower Gensets Private Limited and Everest Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the Scheme")

Powerica Limited
CIN: U31100MH1984PLC032825

... Applicant Company 9/Transferee Company

NOTICE TO MINISTRY OF CORPORATE AFFAIRS, REGULATORY AUTHORITIES

To,
The Regional Director, Western Region,
Ministry of Company Affairs, Everest,
5th floor, 100, Marine lines, Mumbai – 400002.

Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013 ("the Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal at Mumbai ("Hon'ble Tribunal") by an order dated 30th August 2022 ("Order"), meeting of the equity shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been dispensed with.

Offices at : Ahmedabad, Aurangabad, Bangalore, Chennai, Colimbators, Goa, Gurgaon, Hospet, Hubli, Kochi, Kolhapur, Madurai, Nagpur, Nashik, Pune, Secunderabad



You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.

Enclosures: 1. Copy of the Scheme (Annexure A)
2. Copy of Order (Annexure B)



99/c

POWERICA LIMITED



A PROMISE FOR POWER

Regd. Office & Corp. Mktg. Office:
9th Floor, Bakhlawar,
Nariman Point,
Mumbai 400 021.

Tel +91 22 6656 2525
Fax +91 22 4315 2515
E-mail alp@powericaltd.com
Web www.powericaltd.com

CIN : U31100MH1984PLC032825

FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH - IV
CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions of the Companies Act, 2013;

AND

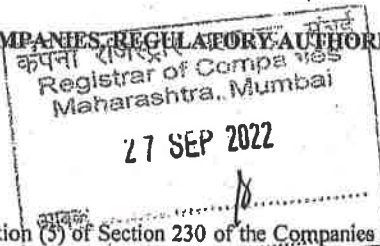
In the matter of Composite Scheme of Amalgamation and Arrangement amongst Energair Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and Powerica Sales and Services Private Limited and Empower Gensets Private Limited and Everest Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the Scheme")

Powerica Limited
CIN: U40100MH2019PTC327582

... Applicant Company. 9/ Transferee Company

NOTICE TO REGISTRAR OF COMPANIES REGULATORY AUTHORITIES

To,
The Registrar of Companies,
100, Everest, Marine Drive,
Mumbai- 400002, Maharashtra.



Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013 ("the Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal at Mumbai ("Hon'ble Tribunal") by an order dated 30th August 2022 ("Order"), meeting of the equity shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been dispensed with.

Offices at : Ahmedabad, Aurangabad, Bangalore, Chennai, Colmbalore, Goa, Gurgaon, Hospet, Hubli, Kochi, Kothapur, Madurai, Nagpur, Nashik, Pune, Secunderabad.



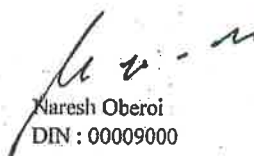


A copy of the Scheme and the Orders are enclosed herewith as Annexure A and Annexure B respectively.

You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.

For Powerica Limited




Naresh Oberoi
DIN : 00009000
Chairman and Managing Director

Dated this 21st day of September, 2022
Place: Mumbai

Enclosures: 1. Copy of the Scheme (Annexure A)
2. Copy of Order (Annexure B)



POWERICA LIMITED



A PROMISE FOR POWER

Regd. Office & Corp. Mktg. Office:
9th Floor, Bakhtawar,
Nariman Point,
Mumbai 400 021.

Tel +91 22 6666 2525
Fax +91 22 4315 2515
E-mail atp@powericaltd.com
Web www.powericaltd.com

CIN : U31100MH1984PLC032825

FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH - IV

CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Amalgamation and Arrangement amongst Energair Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and Powerica Sales And Services Private Limited and Empower Gensets Private Limited and Everest Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the Scheme")

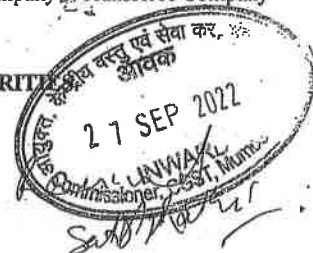
Powerica Limited

... Applicant Company / Transferee Company

GSTIN: 27AAACP3812E1ZT

NOTICE TO GOODS & SERVICE TAX AUTHORITY

To,
Commissionerate – Mumbai South Division
Division VIII, Range - IV
13th Floor, Air India Bldg, Nariman Point,
Mumbai – 400021.



Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013 ("the Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal at Mumbai ("Hon'ble Tribunal"), by an order dated 30th August 2022 ("Order"), meeting of the equity shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been dispensed with.

Offices at : Ahmedabad, Aurangabad, Bangalore, Chennai, Colmbalore, Goa, Gurgaon, Hospet, Hubli, Kochi, Kolhapur, Madurai, Nagpur, Nashik, Pune, Secunderabad





A copy of the Scheme and the Order are enclosed herewith as Annexure A and Annexure B respectively.

You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.

For Powerica Limited



Naresh Chander Oberoi

DIN: 00009000

Chairman and Managing Director

Dated this 22nd day of September, 2022

Place: Mumbai

Enclosures: 1. Copy of the Scheme (Annexure A)
2. Copy of Order (Annexure B)



POWERICA LIMITED

A PROMISE FOR POWER

Wind Power Division
9th Floor, C Wing,
Godrej Colliseum
Behind Everard Nagar
Sion - Trombay Road,
Sion, Mumbai 400 022.

Tel +91 22 4001 2600
Fax +91 22 4001 2679
E-mail wind@powericaltd.com
Web www.powericaltd.com

CIN : U31100MH1984PLC032825

FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies
(Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH - IV

CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions
of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Amalgamation and Arrangement amongst Energair
Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private
Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and
Powerica Sales And Services Private Limited and Empower Gensets Private Limited and Everest
Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the
Scheme")

Powerica Limited

... Applicant Company / Transferee Company

CIN: U31100MH1984PLC032825

NOTICE TO DISCOMS

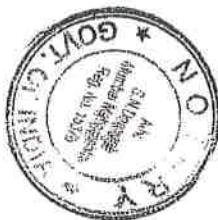
To,
Gujarat Urja Vikas Nigam Limited (GUVNL)
Sardar Patel Vidyut, Bhavan, Race Course, Vadodara 390 007

Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013
("the Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal
at Mumbai ("Hon'ble Tribunal") by an order dated 30th August 2022 ("Order"), meeting of the equity
shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been
dispensed with.

The Tribunal has further directed the Company to issue notices to its concerned DISCOMS to whom
the Company provides electricity.

A copy of the Scheme is enclosed herewith as Annexure A.

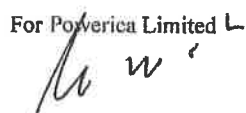
Regd. & Corp. Mktg. Office : 9th Floor, Bakhtawar, Nariman Point, Mumbai 400 021. Tel.: +91 22 6666 2525 Email: atp@powericaltd.com





You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.

For Powerica Limited L


Naresh C. Oberoi
Chairman & Managing Director
DIN: 00009000



Dated this 22nd day of September, 2022
Place: Mumbai

Enclosures: 1. Copy of the Scheme (Annexure A)
2. Copy of Order (Annexure B)



POWERICA LIMITED

A PROMISE FOR POWER

Wind Power Division

8th Floor, C Wing,
Godrej Colliseum
Behind Everard Nagar
Slon - Trombay Road,
Slon, Mumbai 400 022.

Tel +91 22 4001 2800

Fax +91 22 4001 2679

E-mail wind@powericaltd.com

Web www.powericaltd.com

CIN : U31100MH1984PLC032825

FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies
(Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH - IV

CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions
of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Amalgamation and Arrangement amongst Energair
Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private
Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and
Powerica Sales And Services Private Limited and Empower Gensets Private Limited and Everest
Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the
Scheme")

Powerica Limited

CIN: U31100MH1984PLC032825

... Applicant Company 9/Transferee Company

NOTICE TO DISCOMS

To,

Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)

TNEB Office, RMTCL Colony, Theni Allinagaram, Theni 625 531

Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013
("the Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal
at Mumbai ("Hon'ble Tribunal") by an order dated 30th August 2022 ("Order"), meeting of the equity
shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been
dispensed with.

Regd. & Corp. Mktg. Office: 9th Floor, Bakhtawar, Nariman Point, Mumbai 400 021 Tel.: +91 22 6656 2525 Email: atp@powericaltd.com





The Tribunal has further directed the Company to issue notices to its concerned DISCOMS to whom the Company provides electricity.

A copy of the Scheme is enclosed herewith as Annexure A.

You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.

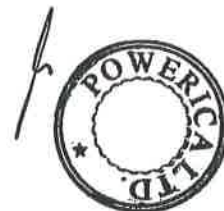
For Powerica Limited

[Handwritten signature]
 Naresh C. Oberoi
 Chairman & Managing Director
 DIN: 00009000



Dated this 22nd day of September, 2022
 Place: Mumbai

Enclosures: 1. Copy of the Scheme (Annexure A)
 2. Copy of Order (Annexure B)



POWERICA LIMITED

A PROMISE FOR POWER

Wind Power Division

9th Floor, C Wing,
Godrej Coliseum
Behind Everard Nagar
Sion - Trombay Road,
Sion, Mumbai 400 022.

Tel +91 22 4001 2600
Fax +91 22 4001 2679
E-mail wind@powericaltd.com
Web www.powericaltd.com

CIN : U31100MH1984PLC032825

FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies
(Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH - IV

CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions
of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Amalgamation and Arrangement amongst Energair
Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private
Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and
Powerica Sales And Services Private Limited and Empower Gensets Private Limited and Everest
Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the
Scheme")

Powerica Limited
CIN: U31100MH1984PLC032825

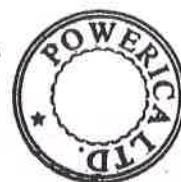
... Applicant Company 9/Transferee Company

NOTICE TO DISCOMS

To,
Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)
Arngar Anna Building, Maharaja Nagar,
Near Maharaja Roundana, Tirunelveli 627 002

Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013
("the Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal
at Mumbai ("Hon'ble Tribunal") by an order dated 30th August 2022 ("Order"), meeting of the equity
shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been
dispensed with.

Regd. & Corp. Mktg. Office: 9th Floor, Bakhlawar, Nerlman Point, Mumbai 400 021. Tel.: +91 22 6656 2525 Email: atp@powericaltd.com





The Tribunal has further directed the Company to issue notices to its concerned DISCOMS to whom the Company provides electricity.

A copy of the Scheme is enclosed herewith as Annexure A.

You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.

For Powerica Limited

Naresh C. Oberoi
Chairman & Managing Director

DIN: 00009000

Dated this 22nd day of September, 2022

Place: Mumbai



- Enclosures: 1. Copy of the Scheme (Annexure A)
2. Copy of Order (Annexure B)



POWERICA LIMITED

A PROMISE FOR POWER

Wind Power Division
9th Floor, C Wing,
Godrej Coliseum
Behind Everard Nagar
Sion - Trombay Road,
Sion, Mumbai 400 022.

Tel +91 22 4001 2800
Fax +91 22 4001 2679
E-mail wind@powericaltd.com
Web www.powericaltd.com

CIN : U31100MH1984PLC032825

FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies
(Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH - IV

CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions
of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Amalgamation and Arrangement amongst Energair
Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private
Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and
Powerica Sales And Services Private Limited and Empower Gensets Private Limited and Everest
Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the
Scheme")

Powerica Limited

... Applicant Company 9/Transferee Company

CIN: U31100MH1984PLC032825

NOTICE TO DISCOMS

To,
Solar Energy Corporation of India Limited (SECI)
6th Floor, Plate-B, NBCC, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013
("the Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal
at Mumbai ("Hon'ble Tribunal") by an order dated 30th August 2022 ("Order"), meeting of the equity
shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been
dispensed with.

The Tribunal has further directed the Company to issue notices to its concerned DISCOMS to whom
the Company provides electricity.

A copy of the Scheme is enclosed herewith as Annexure A

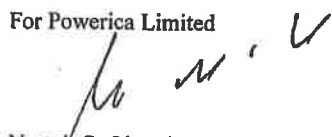
Regd. & Corp. Mktg. Office: 9th Floor, Bakhtawar, Nariman Point, Mumbai 400 021. Tel.: +91 22 8858 2525 Email: atp@powericaltd.com





You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.

For Powerica Limited


Naresh C. Oberoi
Chairman & Managing Director
DIN: 00009000
Dated this 22nd day of September, 2022
Place: Mumbai



Enclosures: 1. Copy of the Scheme (Annexure A)
2. Copy of Order (Annexure B)



POWERICA LIMITED

A PROMISE FOR POWER

Wind Power Division
9th Floor, C Wing,
Godrej Colliseum
Behind Everard Nagar
Sion - Trombay Road,
Sion, Mumbai 400 022.

Tel +91 22 4001 2600
Fax +91 22 4001 2679
E-mail wind@powericaltd.com
Web www.powericaltd.com

CIN : U31100MH1984PLC032825

FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies
(Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH - IV

CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions
of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Amalgamation and Arrangement amongst Energain
Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private
Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and
Powerica Sales And Services Private Limited and Empower Gensets Private Limited and Everest
Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the
Scheme")

Powerica Limited
CIN: U31100MH1984PLC032825

... Applicant Company 9/Transferee Company

NOTICE TO DISCOMS

To,
Indian Renewable Energy Development Agency Limited (IREDA)
GS1 India - August Kranti Bhavan,
3rd Floor, Bhikaji Cama Place, Delhi - 110066

Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013
("the Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal
at Mumbai ("Hon'ble Tribunal") by an order dated 30th August 2022 ("Order"), meeting of the equity
shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been
dispensed with.

The Tribunal has further directed the Company to issue notices to its concerned DISCOMS to whom
the Company provides electricity.

Regd. & Corp. Mktg. Office: 9th Floor, Bakhtawar, Nariman Point, Mumbai 400 021 Tel : +91 22 6656 2525 Email: atp@powericaltd.com



You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.



POWERICA LIMITED



A PROMISE FOR POWER

Regd. Office & Corp. Mktg. Office:
9th Floor, Bakhtawar,
Nariman Point,
Mumbai 400 021.

Tel +91 22 6656 2525
Fax +91 22 4315 2515
E-mail alp@powericaltd.com
Web www.powericaltd.com

CIN : U31100MH1984PLC032825

FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH - IV
CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Amalgamation and Arrangement amongst Energair Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and Powerica Sales And Services Private Limited and Empower Gensets Private Limited and Everest Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the Scheme")

Powerica Limited

CIN: U31100MH1984PLC032825

... Applicant Company 9/ Transferee Company

NOTICE FOR BANK GUARANTEE GIVEN BY THE COMPANY

To,

The Creditor / Oblige of Bank Guarantee

Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013 ("the

Offices at Ahmedabad, Aurangabad, Bangalore, Chennai, Coimbatore, Goa, Gurgaon, Hospet, Hubli, Kochi, Kolhapur, Madurai, Nagpur, Nashik, Pune, Secunderabad.



REGISTERED TO
IND 9001-2015





Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal at Mumbai ("Hon'ble Tribunal") by an order dated 30th August 2022 ("Order"), meeting of the equity shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been dispensed with.

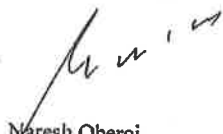
The Tribunal has further directed the Company to issue notices to its concerned creditors / obligees in whose favor a bank guarantee has been given by the Company.

A copy of the Scheme is enclosed herewith as Annexure A.

You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.

We would also like to take this opportunity to inform you that the liability to creditors of the Company is neither being reduced nor being extinguished and as such there is no impact of the proposed Scheme on the creditors.

For Powerica Limited


 Naresh Oberoi
 Chairman and Managing Director
 DIN: 00009000
 Dated this 21 day of September, 2022
 Place: Mumbai

Enclosures: 1. Copy of the Scheme (Annexure A)



POWERICA LIMITED

A PROMISE FOR POWER

Regd. Office & Corp. Mktg. Office:
9th Floor, Bakhtawar,
Nariman Point,
Mumbai 400 021.

Tel +91 22 6656 2525

Fax +91 22 4315 2515

E-mail atp@powericaltd.comWeb www.powericaltd.com

CIN : U31100MH1984PLC032825

FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH - IV
CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Amalgamation and Arrangement amongst Energair Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and Powerica Sales And Services Private Limited and Empower Gensets Private Limited and Everest Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the Scheme")

Powerica Limited

... Applicant Company / Transferee Company

CIN: U31100MH1984PLC032825

NOTICE FOR CORPORATE GUARANTEE GIVEN BY THE COMPANY

To,

The Creditor / Oblige of Corporate Guarantee

Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013 ("the Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal at Mumbai ("Hon'ble Tribunal") by an order dated 30th August 2022 ("Order"), meeting of the equity shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been dispensed with.

Offices at : Ahmedabad, Aurangabad, Bangalore, Chennai, Coimbatore, Goa, Gurgaon, Hospet, Hubli, Kochi, Kolhapur, Madurai, Nagpur, Nashik, Pune, Secunderabad.





A PROMISE FOR POWER

The Tribunal has further directed the Company to issue notices to its concerned creditors / obligees in whose favor a corporate guarantee has been given by the Company.

A copy of the Scheme is enclosed herewith as Annexure A.

You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.

We would also like to take this opportunity to inform you that the liability to creditors of the Company is neither being reduced nor being extinguished and as such there is no impact of the proposed Scheme on the creditors.

For Powerica Limited



Nagesh Oberoi
Chairman and Managing Director
DIN: 00009000
Dated this 21 day of September, 2022
Place: Mumbai



Enclosures: 1. Copy of the Scheme (Annexure A)



POWERICA LIMITED

A PROMISE FOR POWER

Regd. Office & Corp. Mktg. Office:
9th Floor, Bakhtawar,
Nariman Point,
Mumbai 400 021.

Tel +91 22 6656 2525
Fax +91 22 4315 2515
E-mail atp@powericaltd.com
Web www.powericaltd.com

CIN : U31100MH1984PLC032825

FORM NO. CAA.3

[Pursuant to section 230 (5) of the Companies Act, 2013 and Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH - IV

CA(CAA)/201/MB-IV/2021

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 read with Sections 55 and 66 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Composite Scheme of Amalgamation and Arrangement amongst Energair Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and Powerica Sales And Services Private Limited and Empower Gensets Private Limited and Everest Industrial Gases Private Limited with Powerica Limited and their Respective Shareholders ("the Scheme")

Powerica Limited

... Applicant Company-9/Transferee Company

CIN: U31100MH1984PLC032825

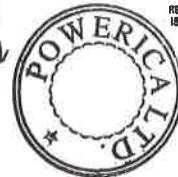
NOTICE FOR PERFORMANCE GUARANTEE GIVEN BY THE COMPANY

To,

The Creditor / Oblige of Performance Guarantee

Notice is hereby given in pursuance of sub-section (5) of Section 230 of the Companies Act, 2013 ("the Act") that as directed by the Divisional Bench of the Hon'ble National Company Law Tribunal at Mumbai ("Hon'ble Tribunal") by an order dated 30th August 2022 ("Order"), meeting of the equity shareholders and creditors of Powerica Limited ("Company") to consider the Scheme has been dispensed with.

Offices at : Ahmedabad, Aurangabad, Bangalore, Chennai, Coimbatore, Goa, Gurgaon, Hospet, Hubli, Kochi, Kolhapur, Madurai, Nagpur, Nashik, Pune, Secunderabad.

REGISTERED TO
ISO 9001:2015



The Tribunal has further directed the Company to issue notices to its concerned creditors / obligees in whose favor a performance guarantee has been given by the Company.

A copy of the Scheme is enclosed herewith as Annexure A.

You are hereby informed that, representations, if any, in connection with the Scheme may be made to the Tribunal within thirty (30) days from the date of receipt of this notice. Copy of the said representations may simultaneously be sent to the Company at its registered office. In case no representation is received within the stated period of thirty (30) days, it shall be presumed that you have no representation to make on the proposed Scheme.

We would also like to take this opportunity to inform you that the liability to creditors of the Company is neither being reduced nor being extinguished and as such there is no impact of the proposed Scheme on the creditors.

For Powerica Limited



[Signature]
Naresh C. Oberoi
Chairman & Managing Director
DIN: 00009000

Dated this 21st day of September, 2022

Place: Mumbai

Enclosures: 1. Copy of the Scheme (Annexure A)



POWERICA BANK GUARANTEE			
1	RM093820748IN	110066	JWIL INFRA LTD
2	RM093820558IN	421506	MS INVENTIA HEALTHCARE PVT
3	RM093820561IN	400706	ARKEMA CHEMICALS INDIA
4	RM093820575IN	421604	JSW STEEL COATED PRODUCTS
5	RM093820589IN	600089	LARSEN & TOUBRO LTD
6	RM093820592IN	412308	SHAPOORJI PALLONJI & CO
7	RM093820601IN	400072	NETMAGIC IT SERVICE PVT
8	RM093820615IN	400001	MINISTRY OF DEFENCE
9	RM093820629IN	600006	SATTVA ENGINEERING CON
10	RM093820632IN	602105	SAINT GOBAIN INDIA
11	RM093820646IN	603110	VIVIMED LIFE SCIENCES
12	RM093820650IN	562129	WIPRO ENTERPRISES PVT
13	RM093820663IN	400072	NTT GLOBAL DC NAV2
14	RM093820677IN	400051	TORNA DEVELOPERS
15	RM093820685IN	502319	TUBE INVESTMENT OF INDIA
16	RM093820694IN	700027	PCBL LTD
17	RM093820703IN	411001	SYNTEL INTERNATIONAL PVT
18	RM093820717IN	411003	TIFFANY FOODS
19	RM093820725IN	400021	TATA CONSULTANCY SERVICE
20	RM093820734IN	560100	KEWAUNEE LABWAY INDIA
21	RM093820442IN	638001	GMS ELEGANT BUILDERS
22	RM093820456IN	502032	BHARAT HEAVY ELECTRICALS
23	RM093820460IN	560017	BRITANNIA INDUSTRIES
24	RM093819634IN	400708	PRINCETON DIGITAL GROUP
25	RM093819648IN	400710	CTRLS DATACENTERS LTD
26	RM093819651IN	400072	NTT GLOBAL DC BOM8
27	RM093819665IN	560100	BOSCH AUTOMOTIVE ELECTRONICS
28	RM093819679IN	400079	ASTEC LIFESCIENCES
29	RM093819682IN	500084	AUROBINDO PHARMA
30	RM093820425IN	400043	STERLING & WILSON PVT
31	RM093820439IN	570016	HINDUSTAN UNILEVER
32	RM093819121IN	400063	INCLINE REALTY PVT
33	RM093819957IN	380015	CADILA HEALTHCARE LTD
34	RM093820345IN	400094	NUCLEAR POWER COR
35	RM093820354IN	411012	SANDVIK ASIA PVT
36	RM093820368IN	562109	TETSU INDIA AUTO PARTS
37	RM093820371IN	110002	MARS INTERNATIONAL INDIA
38	RM093820385IN	403722	IFB INDUSTRIES LTD
39	RM093820399IN	400013	HINDUSTAN COLAS PVT
40	RM093820408IN	400051	HAIMAVATHY PROPERTIES
41	RM093820411IN	400607	PIRAMAL ESTATES PVT
42	RM093819767IN	605106	SUNDRAM FASTENERS LTD
43	RM093819775IN	403726	BIRLA INSTITUTE OF TECHNOLOGY
44	RM093819784IN	400072	NTT GLOBAL DATA CENTERS
45	RM093819546IN	400093	ULTRATECH CEMENT LTD
46	RM093819550IN	605106	BERGER PAINTS INDIA LTD
47	RM093819563IN	600018	BGR EBERGY SYSYTEM
48	RM093819577IN	575030	BASF INDIA LTD
49	RM093819585IN	400098	STT GLOBAL DATA CENTRES
50	RM093819594IN	400710	CTRLS DATACENTERS LTD
51	RM093819603IN	400701	RELIANCE JIO INFOCOMM
52	RM093819617IN	531021	EISAI PHARMACEUTICALS INDIA
53	RM093819625IN	403722	COMMSCOPE INDIA
54	RM093819135IN	411045	INDIGO PAINTS LTD
55	RM093819149IN	560094	AEDBM CONSULTANTS
56	RM093819152IN	500032	INDIAN IMMUNOLOGICALS LTD
57	RM093819798IN	603001	FUJITEC INDIA PVT
58	RM093819395IN	400703	HINDUSTAN PLATINUM PVT
59	RM093819400IN	768232	BHUSHAN POWER & STEEL LTD
60	RM093819413IN	600116	COBRA TECTON PVT
61	RM093819427IN	560099	S BIOCON LTD
62	RM093819943IN	410208	IG PETROCHEMICALS
63	RM093819435IN	700017	SIMPLEX INFRASTRURES
64	RM093819444IN	410501	PHILIPS INDIA LTD
65	RM093819458IN	400080	PRL DEVELOPERS
66	RM093819461IN	500073	RAIN CIL CARBON
67	RM093819475IN	400013	PRL DEVELOPERS
68	RM093819489IN	410205	SI GROUP INDIA
69	RM093819492IN	401506	AARTI INDUSTRIES LTD
70	RM093819166IN	635113	TATA PROJECTS LTD
71	RM093819170IN	600041	KEYEM ENGINEERING



72	RM093819183IN	151301	HPCL MITTAL ENERGY
73	RM093819197IN	422007	ABB INDIA LTD
74	RM093819719IN	401602	ACG ASSOCIATED CAPSULES
75	RM093819722IN	600032	BAETTR INDIA PVT
76	RM093819736IN	400050	ACHOLE DEVELOPERS
77	RM093819740IN	411005	ALFA BIOMED INDIA
78	RM093819753IN	400063	OASIS REALTY COMMERZ
79	RM093819095IN	560042	PURVA STAR PROPERTIES
80	RM093819104IN	560001	SHIMIZU CORPORATION
81	RM093819118IN	396230	DNH POWER DISTRIBUTION
82	RM093820473IN	562111	JINDAL ALUMINIMUM LTD
83	RM093820487IN	410501	PHILIPS INDIA LTD
84	RM093820495IN	560099	TAICHUANG ENGINEERING
85	RM093820500IN	500081	SUSTAIN PROPERTIES PVT
86	RM093820513IN	500081	K RAHEJA PARK
87	RM093820527IN	562129	WIPRO ENTERPRISES PVT
88	RM093820535IN	421604	JSW STEEL COATED PRODUCTS
89	RM093819311IN	600096	L AND W BUILDING SOLUTION
90	RM093819325IN	411003	TIFFANY FOODS WET LINE
91	RM093819339IN	562114	AUTOLIV INDIA PVT
92	RM093819342IN	400063	OBEROI REALTY LTD
93	RM093819356IN	413802	CARGILL INDIA PVT
94	RM093819360IN	416113	SHREE WARANA SAHAKARI DUDH
95	RM093819373IN	603204	GURIT WIND PVT
96	RM093819387IN	400708	CLARIANT CHEMICALS
97	RM093820306IN	400011	GENEXT HARDWARE & PARKS
98	RM093820310IN	122015	NXTRA DATA LTD
99	RM093820323IN	391740	GEA PROCESS ENGINEERING
100	RM093820337IN	411014	AIGP DEVELOPERS
101	RM093819206IN	400071	RELIANCE RETAIL LTD
102	RM093819210IN	110070	JINDAL POLY FILMS
103	RM093819223IN	400001	TATA COMMUNICATION LTD
104	RM093819237IN	400012	WFM CENTRAL RAILWAY
105	RM093819245IN	605107	WHIRLPOOL OF INDIA
106	RM093819254IN	531019	VIYASH LIFE SCIENCES
107	RM093819268IN	400102	ANSHUL SPECIALITY
108	RM093819271IN	411042	ROYAL MUDHOL HOSPITAL
109	RM093819285IN	603002	TIMKEN ENGINEERING RESEARCH
110	RM093819299IN	632014	VELLORE INSTITUTE OF TECHNOLOGY
111	RM093819308IN	400701	WEB WERKS INDIA PVT
112	RM093819501IN	400063	NESCO LTD
113	RM093819515IN	632006	SANCO FOUNDATION
114	RM093819529IN	400708	SANDOZ PVT
115	RM093819532IN	600056	SCHNEIDER ELECRIC INDIA
116	RM093820249IN	402302	LAXMI ORGANIC IND
117	RM093820252IN	400701	LOMA CO DEVELOPERS
118	RM093820266IN	400703	HINDUSTAN PLATINUM PVT
119	RM093820270IN	412210	IFB REFRIGERATION LTD
120	RM093820283IN	400010	GLIDER BUILDCON
121	RM093820297IN	682555	GOVT OF INDIA
122	RM093819824IN	400018	FUSHUN CRANES
123	RM093819838IN	441122	CEAT LTD NAGPUR
124	RM093819696IN	400021	TALEGAON INDUSTRIAL
125	RM093819705IN	600089	LARSEN & TOUBRO LTD
126	RM093820221IN	400079	GODREJ & BOYCE
127	RM093820235IN	454775	PAR FORMULATIONS PVT
128	RM093820218IN	400099	GLENMARK PHARMACEUTICALS
129	RM093820178IN	400080	OFFSHORE INFRASTRUCTURES
130	RM093820181IN	454775	PAR FORMULATIONS PVT
131	RM093820195IN	421506	INVENTIA HEALTHCARE PVT
132	RM093820204IN	421203	GHARDA CHEMICALS
133	RM093819974IN	600006	SATTVA ENGINEERING CON
134	RM093820155IN	403004	FOMENTO RESORTS & HOTELS
135	RM093820164IN	210502	UNILEVER INDIA LTD
136	RM093819841IN	412216	WEBASTO ROOFSYSTEMS
137	RM093819855IN	635109	WEG INDUSTRIES INDIA
138	RM093819886IN	625122	TVS SRICHAKRA LTD
139	RM093819890IN	562109	TOYOTETSU INDIA
140	RM093819909IN	400001	ACTING THROUGH OFFICE
141	RM093819872IN	560074	USV PRIVATE LTD
142	RM093819912IN	425401	WIPRO CONSUMER & PERSONAL
143	RM093819926IN	635126	TITAN COMPANY
144	RM093819930IN	201301	TECHNIP INDIA LTD



145	RM093819965IN		400022	SEW ENGINEERING INDIA
146	RM093819988IN		415722	RALLIS INDIA LTD
147	RM093819991IN		110019	HCL TECHLOGIES
148	RM093820005IN		393002	GUJARAT INSECTICIDES
149	RM093820014IN		560030	BOSCH LTD
150	RM093820028IN		422222	SULA VINEYARDS PVT
151	RM093820031IN		500032	RAMKY INFRASTRUCURE
152	RM093820045IN		561203	ESSILOR MANUFACTURING
153	RM093820059IN		410203	FRIGORIFICO ALLANA
154	RM093820062IN		560018	PLASMAGEN BIO
155	RM093820076IN		533343	GRASIM INDUSTRIES
156	RM093820080IN		400083	CIPLA LTD
157	RM093820093IN		635113	TATA ELECTRONICS PVT
158	RM093820102IN		560100	TATA POWER SOLAR SYSTEM
159	RM093820116IN		400076	NIDP DEVELOPERS PVT
160	RM093820120IN		380015	TORRENT SOLARGEN LTD
161	RM093820133IN		380015	TORRENT SOLAR POWER LTD
162	RM093820147IN		201301	ISGEC HEAVY ENGINEERING
163	RM093823925IN		400001	TATA STEEL LTD
164	RM093823934IN		400013	ETERNIS FINE CHEMICALS
165	RM093823948IN		560004	SEMAC CONSULTANTS PVT
166	RM093823951IN		411007	MAHARASTRA ENERGY
167	RM093823965IN		682016	VOLTAS LTD
168	RM093823979IN		635113	VIDIYAL RESIDENCY
169	RM093823982IN		500003	COE FINANCE CENTRALISED
170	RM093823996IN		396230	VIDYUT BHAVAN
171	RM093824002IN		400059	TATA CHEMICALS
172	RM093824016IN		621306	TAMIL NADU NEWPRINT
173	RM093824020IN		400710	AURUM PLATS
174	RM093824033IN		600006	MRF LTD
175	RM093824047IN		400083	ISHA STEEL TREATMENT
176	RM093824055IN		402116	DEEPAK NITRITE LTD
177	RM093824064IN		560001	GODREJ PROPERTIES
178	RM093824078IN		573201	SAMI NUTRACEUTICALS PVT
179	RM093824081IN		403509	MILAGRO INFRASTRUCTURE
180	RM093823418IN		574142	CATASYNTH SPECIALITY
181	RM093823421IN		400005	IDBI BANK LTD
182	RM093823435IN		600008	BHARAT SANCHAR NIGAM
183	RM093823449IN		533343	GRASIM INDUSTRIES LTD
184	RM093823452IN		560076	MAHINDRA HOMES
185	RM093823466IN		560004	SEMAC CONSULTANTS PVT
186	RM093823470IN		625009	VELAMMAL VIDYALAYA
187	RM093823483IN		442916	DALMIA CEMENT
188	RM093823497IN		110023	SOLAR ENERGY CO
189	RM093823506IN		400055	ASIAN PAIMTS LTD
190	RM093823510IN		560045	INTERGLOBE HOTELS
191	RM093823523IN		400704	LUBRIZOL INDIA
192	RM093823537IN		400022	MAHARASTRA POLLUTION
193	RM093823545IN		403530	FRESENIUS KABI
194	RM093823554IN		560055	HITACHI INDIA
195	RM093823568IN		403512	MEGAWIDE CONSTRUCTION
196	RM093823571IN		700059	EXIDE INDUSTRIES
197	RM093823585IN		560025	BAJAJ ELECTRICALS
198	RM093823188IN		560067	NETMAGIC SERVICES
199	RM093823126IN		400063	NESCO LTD
200	RM093823055IN		560100	BOSCH AUTOMOTIVE
201	RM093822443IN		625122	TVS SRICHAKRA LTD
FOREIGN LETTERS				
202	RM093819807IN	KOREA		HYUNDAI HEAVY IND
203	RM093819815IN	NIGERIA		DANGOTE OIL REFINING



POWERICA PERFORMANCE GUARANTEE				
1	RM093822770IN	SOUTH WEST DELHI	110023	SOLAR ENERGY CO
2	RM093822752IN	GURGAON	122001	CENTRAL TRANSMISSION
3	RM093822721IN	PUNE	411007	THE MAHARASTRA DEVELOPERS

POWERICA CORPORATE GUARANTEE				
1	RM093822749IN	MUMBAI	400013	HDFC BANK LTD
2	RM093822735IN	MUMBAI	400033	GHANDAT POWER PROJECT

POWERICA DISCOMS				
1	RM093822766IN	SOUTH WEST DELHI	110066	INDIA RENEWABLE ENERGY
2	RM093822718IN	VADODARA	390007	GUJARAT URJA VIKAS
3	RM093822704IN	TIRUNELVELI	627002	TAMIL NADU GENERATION
4	RM093822695IN	THENI	625531	TAMIL NADU GENERATION
5	RM093822939IN	SOUTH WEST DELHI	110023	SOLAR ENERGY CO



COMPOSITE SCHEME OF AMALGAMATION AND ARRANGEMENT

AMONGST

ENERGAIR WINDFARMS PRIVATE LIMITED

(TRANSFEROR COMPANY 1)

AND

PRIMEAIR WINDFARMS LIMITED

(TRANSFEROR COMPANY 2)

AND

SOVERIGN WINDFARMS PRIVATE LIMITED

(TRANSFEROR COMPANY 3)

AND

VESPOWER WINDFARM PRIVATE LIMITED

(TRANSFEROR COMPANY 4)

AND

WINDEON WINDFARMS PRIVATE LIMITED

(TRANSFEROR COMPANY 5)

AND

POWERICA SALES AND SERVICES PRIVATE LIMITED

(TRANSFEROR COMPANY 6)

AND

EMPOWER GENSETS PRIVATE LIMITED

(TRANSFEROR COMPANY 7)

AND

EVEREST INDUSTRIAL GASES PRIVATE LIMITED

(TRANSFEROR COMPANY 8)

WITH

POWERICA LIMITED

(TRANFEEER COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS



UNDER SECTIONS 230 TO 232 READ WITH SECTION 55 AND 66 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013

This Composite Scheme of Amalgamation and Arrangement (the Scheme) is presented under Sections 230 to 232 read with section 55 and 66 and other applicable provisions of the Companies Act, 2013 (including any statutory modification or re-enactment or amendment thereof) for Amalgamation and Arrangement amongst Energair Windfarms Private Limited and Primeair Windfarms Limited and Sovereign Windfarms Private Limited and Vespower Windfarm Private Limited and Windeon Windfarms Private Limited and Powerica Sales and Services Private Limited and Empower Gensets Private Limited and Everest Industrial Gases Private Limited with Powerica Limited and their respective shareholders.

A. Description of the Companies:

- a. **Energair Windfarms Private Limited** [CIN : U40100MH2019PTC327582] is a private limited company incorporated under the Companies Act, 2013 on 3rd July 2019, having its registered office at 902, Wing C, Godrej Coliseum, Lokmanya Pan Bazar, Near Somaiya Hospital Rd., Sion East, Mumbai 400022, Maharashtra (hereinafter referred to as “**Transferor Company 1**” or “**EWPL**”). EWPL is engaged in the business of development and construction of wind power projects, wind park, wind power generation and all other allied activities relating to setting up and operation of wind parks or wind power projects.
- b. **Primeair Windfarms Limited** [CIN : U40300MH2015PLC263258] is a public limited company incorporated under the Companies Act, 2013 on 31st March 2015, having its registered office at 902, Wing C, Godrej Coliseum, Lokmanya Pan Bazar, Near Somaiya Hospital Rd., Sion East, Mumbai 400022, Maharashtra (hereinafter referred to as “**Transferor Company 2**” or “**PWL**”). PWL is engaged in the business of undertaking, layout, develop, construct, build, erect, demolish, re-erect, alter, repair, re-model or sale or deal in any manner, on behalf of its clients as well as on its own in connection with wind power projects, windfarms or wind parks or any infrastructure development related to wind power projects, windfarms or wind parks.



- c. **Soverign Windfarms Private Limited** [CIN : U74999MH2017PTC295652] is a private limited company incorporated under the Companies Act, 2013 on 1st June 2017, having its registered office at 9th Floor, C Wing, Godrej Coliseum, Trombay Road, Sion, Mumbai 400022, Maharashtra (hereinafter referred to as “**Transferor Company 3**” or “**SWPL**”). SWPL is engaged in the business of organizing, undertaking, layout, develop, construct, build, erect, demolish, re-erect, alter, repair, re-model, wind projects in India on behalf of clients as well as on its own in connection with any infrastructure development.
- d. **Vespower Windfarm Private Limited** [CIN : U74999MH2017PTC298318] is a private limited company incorporated under the Companies Act, 2013 on 7th August 2017, having its registered office at 902, Wing C, Godrej Coliseum, Lokmany Pan Bazar, Near Somaiya Hospital Rd., Sion East, Mumbai 400022, Maharashtra (hereinafter referred to as “**Transferor Company 4**” or “**VWPL**”). VWPL is engaged in the business of organizing, undertaking, layout, develop, construct, build, erect, demolish, re-erect, alter, repair, re-model on behalf of clients as well as on its own in connection with any infrastructure development.
- e. **Windeon Windfarms Private Limited** [CIN : U74999MH2017PTC301520] is a private limited company incorporated under the Companies Act, 2103 on 7th November 2017, having its registered office at 9th Floor, C Wing, Godrej Coliseum, Trombay Road, Sion, Mumbai 400022, Maharashtra (hereinafter referred to as “**Transferor Company 5**” or “**WWPL**”). WWPL is engaged in the business of organizing, undertaking, layout, develop, construct, build, erect, demolish, re-erect, alter, repair, re-model, wind projects in India on behalf of clients as well as on its own in connection with any infrastructure development.

Powerica Sales and Services Private Limited [CIN : U51900MH1980PTC022350] is a private limited company incorporated under the Companies Act, 1956 on 15th March 1980, having its registered office at B-171, Floor 17, Plot-85, B, Maker Tower G D Somani Marg, World Trade Centre, Cuffe Parade, Mumbai – 400005, Maharashtra (hereinafter referred to as “**Transferor Company 6**” or “**PSSPL**”). The main object of PSSPL is to carry on



the business of dealing in electric power generating sets of all types, its spares, accessories, etc. and hiring of electric power generating sets. Currently, PSSPL has no business operations.

g. **Empower Gensets Private Limited** [CIN : U31101PN2007PTC129406] is a private limited company incorporated under the Companies Act, 1956 on 4th January 2007, having its registered office at Showroom No. 1&2, Ground Floor, Vartak Heritage Karve Nagar, Hingane Badruk, Erandwane Pune, Maharashtra - 411052 (hereinafter referred to as **"Transferor Company 7"** or **"Empower"**). **Empower** is engaged in the business of manufacturing, trading and other services related to diesel generating sets.

h. **Everest Industrial Gases Private Limited** [CIN : U40200MH1981PTC025580] is a private limited company incorporated under the Companies Act, 1956 on 10th November 1981, having its registered office at B-121, Floor 12, Plot-95/97, B, Maker Tower G D Somani Marg, World Trade Centre, Cuffe Parade, Mumbai - 400005, Maharashtra (hereinafter referred to as **"Transferor Company 8"** or **"EIGPL"**). The main object of EIGPL is to manufacture, sell and carry on business of industrial gases. Currently, EIGPL has no business operations.

(EWPL, PWL, SWPL, VWPL, WWPL, PSSPL, Empower and EIGPL, hereinafter collectively referred to as **"Transferor Companies"**)

i. **Powerica Limited** [CIN : U31101MH1984PLC032825] is a public limited company incorporated under the Companies Act, 1956 on 4th May 1984, having its registered office at 9th Floor, Bakhtawar Nariman Point, Mumbai - 400021 (hereinafter referred to as **"Transferee Company"** or **"Powerica"**). **Powerica** is engaged in the business of manufacturing, trading and other services related to diesel generating sets and generation of electricity from Wind Turbine Generators.

B. **Rationale of the Scheme:**



EWPL, PWL, SWPL, VWPL, WWPL, PSSPL, Empower, EIGPL, and Powerica are part of the same group with similar set of shareholders. Management of all the companies believe that it is in the best interest of all the stakeholders to consolidate all the group companies with Powerica.

As a result of Amalgamation of EWPL, PWL, SWPL, VWPL, WWPL, PSSPL, Empower and EIGPL with Powerica the following benefits will accrue to the Group:

- (i) Consolidation of businesses of the Group;
- (ii) Reduction in number of companies and regulatory compliances thereof;
- (iii) Streamlining the holding structure;
- (iv) Ease of management;
- (v) Reduction of operating and administrative costs; and
- (vi) Leveraging on synergies on consolidation.

C. Parts of the Scheme:

The Scheme is divided into following three parts:

- (i) **Part I** – Deals with the definitions and share capital;
- (ii) **Part II** – Deals with amalgamation of EWPL, PWL, SWPL, VWPL, WWPL, PSSPL, Empower and EIGPL with Powerica; and
- (iii) **Part III** – Deals with the dissolution of the Transferor Companies, General Clauses and Terms and Conditions applicable to the Scheme.

PART I

DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

1. DEFINITIONS AND INTERPRETATION

In this Scheme, unless repugnant to the meaning or context thereof, (i) terms defined in the introductory paragraphs and recitals shall have the same meanings throughout this Scheme and (ii) the following words and expressions, wherever used (including in the recitals and the introductory paragraphs above), shall have the following meanings:

1.1. **'Act'** or **'the Act'** means the Companies Act, 2013 of India, and any rules, regulations, circulars or guidelines issued thereunder and shall, if the context so requires and as may be applicable, mean the Companies Act, 1956 and any rules, regulations, circulars or guidelines issued thereunder, as amended from time to time and shall include any statutory replacement or re-enactment thereof;

1.2. **'Applicable Law(s)'** means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions law enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force;

1.3. **'Appointed Date'** means (i) in relation to amalgamation of EWPL, PWL, SWPL, VWPL, WWPL and PSSPL with Powerica, opening business hours of the 1st day of April, 2021, (ii) in relation to amalgamation of Empower with Powerica, opening business hours of the 2nd day of April, 2021, and (iii) in relation to amalgamation of EIGPL with Powerica, opening business hours of the 1st day of August, 2021; or such other date(s) as the National Company Law Tribunal at Mumbai, Maharashtra or such other Appropriate Authority may approve;

1.4. **'Appropriate Authority'** means any governmental, statutory, regulatory, departmental or public body or authority of India including Registrar of Companies and the National Company Law Tribunal.

1.5. **'Board of Directors' or 'Board'** in relation to the Transferor Companies and the Transferee Company, as the case may be, means the board of directors of such company, and shall include a committee duly constituted and authorized or individuals authorized for the purposes of matters pertaining to the amalgamation, this Scheme and/or any other matter relating thereto;

1.6. **'Effective Date'** means the last of the dates on which the certified or authenticated copies of the orders of National Company Law Tribunal, Mumbai sanctioning the Scheme are



W. M. M. S.



[Signature]

[Signature]

filed under the applicable section(s) of the Act, with the Registrar of Companies by Transferor Companies and Transferee Company. Any reference in this Scheme to the “date of coming into effect of this Scheme” or “effectiveness of this Scheme” or “Scheme taking effect” shall mean the Effective Date;

- 1.7. **“Consent”** means any notice, consent, approval, authorization, waiver, permit, permission, clearance, license, exemption, no objection certificate, registration, with, of, from or to any Person;
- 1.8. **“Encumbrance”** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of setoff, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same and the term “Encumbered” shall be construed accordingly;
- 1.9. **“Employees”** means all the permanent employees of the Transferor Companies who are on the pay-roll of the Transferor Companies as on the Effective Date;
- 1.10. **“Governmental Approvals”** means any Consent of any Governmental Authority;
- 1.11. **“Governmental Authority”** means (i) a national government, political subdivision thereof; (ii) an instrumentality, board, commission, court, or agency, whether civilian or military, of any of the above, however constituted; and (iii) a government-owned/ government-controlled association, organization in the Republic of India;



- 1.12. **"Person"** means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body.
- 1.13. **"Redeemable Preference Shares" or "RPS" or "Preference Shares"** means 0.001% Non-Convertible, Non-Cumulative, Redeemable Preference Shares of face value of Rs. 10 each to be issued and allotted by Powerica Limited in consideration of the Scheme;
- 1.14. **"Record Date "** means such date after the Effective Date as the Board of Directors of the Transferee Company may decide in consultation with the Board of Directors of PSSPL, Empower and EIGPL for the purposes of determining the shareholders of PSSPL, Empower and EIGPL who shall be entitled to receive Preference Shares of Transferee Company pursuant to and as contemplated under this Scheme;
- 1.15. **"Scheme" or "the Scheme" or "this Scheme"** means this Scheme of Merger by Amalgamation in its present form as submitted to the Tribunal with any modification(s) made under Clause 22 of the Scheme as approved or directed by the Tribunal or such other competent authority, as may be applicable.
- 1.16. **"Transferor Companies"** means "Energair Windfarms Private Limited", "Primeair Windfarms Limited", "Soverign Windfarms Private Limited", "Vespower Windfarm Private Limited", "Windeon Windfarms Private Limited", "Powerica Sales and Services Private Limited", "Empower Gensets Private Limited" and "Everest Industrial Gases Private Limited", collectively.
- 1.17. **"Tribunal" or "NCLT"** means the National Company Law Tribunal, Mumbai Bench as constituted and authorized as per the applicable provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Section 230 to 232 of the Companies Act, 2013, if applicable.
- 1.18. **"Tribunal Order" or "NCLT Order"** means all order(s) passed by the NCLT sanctioning the Scheme and includes any order passed by NCLT or any other Governmental



Authority's order(s) for extension of time or condonation of delay in filing of the requisite forms with the Registrar of Companies in relation to this Scheme, if applicable.

- 1.19. "WOS" or "Wholly Owned Subsidiary" means "Energair Windfarms Private Limited", "Primeair Windfarms Limited", "Sovereign Windfarms Private Limited", "Vespower Windfarm Private Limited" and "Windeon Windfarms Private Limited", collectively.

INTERPRETATION

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 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.

References to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme.

The headings herein shall not affect the construction of this Scheme.

Unless the context otherwise requires:

- i. the singular shall include the plural and vice versa, and references to one gender include all genders.
- ii. references to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).
- iii. reference to any law or to any provision thereof or to any rule or regulation promulgated thereunder includes a reference to such law, provision, rule or regulation as it may, from time to time, be amended, supplemented or re-enacted, or to any law, provision, rule or regulation that replaces it.

DATE OF TAKING EFFECT AND OPERATIVE DATE



Handwritten signature



Handwritten signature

The Scheme set out herein in its present form with or without any modification(s) approved or imposed or directed by the Tribunal or made as per the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date. Scheme shall be deemed to have taken effect as if (1) amalgamation of EWPL, PWL, SWPL, VWPL, WWPL and PSSPL with Powerica is concluded first, (2) amalgamation of Empower with Powerica is concluded second and (3) amalgamation of EIGPL with Powerica is concluded last in accordance with different Appointed Dates mentioned in the Scheme.

Any references in the Scheme to ‘upon the Scheme becoming effective’ or ‘effectiveness of the Scheme’ shall mean the Effective Date.

3. SHARE CAPITAL

3.1. The share capital of EWPL as at March 31, 2021 is as under:

Particulars	Amount (Rupees)
Authorized Capital	
1,00,000 equity shares of Rs 10/- each	10,00,000
Total	10,00,000
Issued, Subscribed and Paid – up	
19,000 equity shares of Rs 10/- each	1,90,000
Total	1,90,000

There has been no change in the capital structure of EWPL subsequent to the above date till the date of approving of the Scheme by the Board of Directors. EWPL is a wholly owned subsidiary of the Transferee Company.

3.2. The share capital of PWL as at March 31, 2021 is as under:

Particulars	Amount (Rupees)
Authorized Capital	
1,00,00,000 equity shares of Rs 10/- each	10,00,00,000
Total	10,00,00,000
Issued, Subscribed and Paid – up	



22,00,000 equity shares of Rs 10/- each	2,20,00,000
Total	2,20,00,000

There has been no change in the capital structure of PWL subsequent to the above date till the date of approving of the Scheme by the Board of Directors. PWL is a wholly owned subsidiary of the Transferee Company.

3.3. The share capital of SWPL as at March 31, 2021 is as under:

Particulars	Amount (Rupees)
Authorized Capital	
4,60,000 equity shares of Rs 10/- each	46,00,000
Total	46,00,000
Issued, Subscribed and Paid – up	
4,60,000 equity shares of Rs 10/- each	46,00,000
Total	46,00,000

There has been no change in the capital structure of SWPL subsequent to the above date till the date of approving of the Scheme by the Board of Directors. SWPL is a wholly owned subsidiary of the Transferee Company.

3.4. The share capital of VWPL as at March 31, 2021 is as under:

Particulars	Amount (Rupees)
Authorized Capital	
2,00,000 equity shares of Rs 10/- each	20,00,000
Total	20,00,000
Issued, Subscribed and Paid – up	
2,00,000 equity shares of Rs 10/- each	20,00,000
Total	20,00,000







There has been no change in the capital structure of VWPL subsequent to the above date till the date of approving of the Scheme by the Board of Directors. VWPL is a wholly owned subsidiary of the Transferee Company.

3.5. The share capital of WWPL as at March 31, 2021 is as under:

Particulars	Amount (Rupees)
Authorized Capital	
2,50,000 equity shares of Rs 10/- each	25,00,000
Total	25,00,000
Issued, Subscribed and Paid – up	
2,50,000 equity shares of Rs 10/- each	25,00,000
Total	25,00,000

There has been no change in the capital structure of WWPL subsequent to the above date till the date of approving of the Scheme by the Board of Directors. WWPL is a wholly owned subsidiary of the Transferee Company.

3.6. The share capital of PSSPL as at March 31, 2021 is as under:

Particulars	Amount (Rupees)
Authorized Capital	
5,00,000 equity shares of Rs 10/- each	50,00,000
Total	50,00,000
Issued, Subscribed and Paid – up	
3,64,334 equity shares of Rs 10/- each	36,43,340
Total	36,43,340

There has been no change in the capital structure of PSSPL subsequent to the above date till the date of approving of the Scheme by the Board of Directors.

The share capital of Empower as at March 31, 2021 is as under:



Particulars	Amount (Rupees)
Authorized Capital	
50,00,000 equity shares of Rs 10/- each	5,00,00,000
Total	5,00,00,000
Issued, Subscribed and Paid – up	
49,89,364 equity shares of Rs 10/- each	4,98,93,640
Total	4,98,93,640

There has been no change in the capital structure of Empower subsequent to the above date till the date of approving of the Scheme by the Board of Directors.

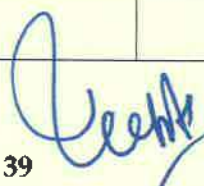
3.8. The share capital of EIGPL as at March 31, 2021 is as under:

Particulars	Amount (Rupees)
Authorized Capital	
35,00,000 equity shares of Rs 10/- each	3,50,00,000
Total	3,50,00,000
Issued, Subscribed and Paid – up	
3,22,00,000 equity shares of Rs 10/- each	32,20,00,000
Total	32,20,00,000

There has been no change in the capital structure of EIGPL subsequent to the above date till the date of approving of the Scheme by the Board of Directors.

3.9. The share capital of Powerica as at March 31, 2021 is as under:

Particulars	Amount (Rupees)
Authorized Capital	
5,00,00,000 Equity Shares of Rs. 5 each	25,00,00,000
Total	25,00,00,000
Issued, Subscribed and Paid – up	
3,44,89,151 Equity Shares of Rs. 5 each	17,24,45,755



Total	17,24,45,755
--------------	---------------------

There has been no change in the capital structure of Powerica subsequent to the above date till the date of approving of the Scheme by the Board of Directors.

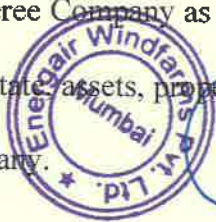
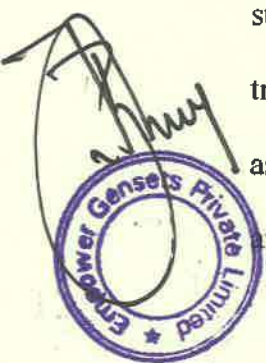
PART II

AMALGAMATION OF EWPL, PWL, SWPL, VWPL, WWPL, PSSPL, EMPOWER AND EIGPL WITH POWERICA

4. TRANSFER AND VESTING OF ASSETS, CONTRACTS AND LIABILITIES

4.1. Upon coming into effect of this Scheme and with effect from the Appointed Date of the respective Transferor Companies, pursuant to the sanction of this Scheme by the Tribunal and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act, if any, of the Act, and Section 2(1B) of the Income-tax Act, 1961, the entire business along with all the assets and liabilities of the Transferor Companies shall be and stand vested in or be deemed to have been vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date of the respective Transferor Companies, the entire business of the Transferee Company by virtue of and in the manner provided in this Scheme.

4.2. Without prejudice to the generality of Clause 4.1 above, upon coming into effect of this Scheme and with effect from the Appointed Date of the respective Transferor Companies, all the estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances of the Transferor Companies of whatsoever nature and where so ever situate shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the estate, assets, properties, rights, claims, title, interest and authorities of the Transferee Company.

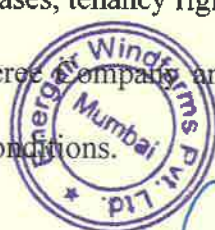
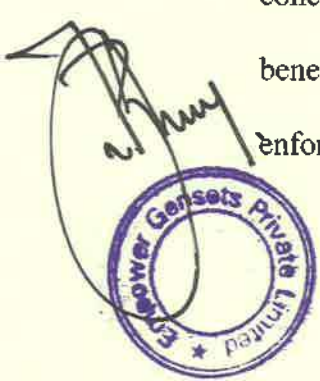


- 4.3. Without prejudice to the provisions of Clause 4.2 above, in respect of such of the assets and properties of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of vesting or transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand so transferred or vested by the Transferor Companies upon the coming into effect of this Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date of the respective Transferor Companies, pursuant to the provisions of Sections 230 to 232 of the Act, without requiring any deed or instrument of conveyance for transfer or vesting of the same.
- 4.4. In respect of such of the assets and properties belonging to the Transferor Companies (other than those referred to in Clause 4.3 above) including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any government, quasi government, local or other authority or body or with any company or other person, the same shall stand transferred to and vested in the Transferee Company and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date of the respective Transferor Companies, pursuant to the provisions of Sections 230 to 232 of the Act.
- 4.5. All assets, rights, title, interest, investments and properties of the Transferor Companies as on their respective Appointed Date, whether or not included in the books of the Transferor Companies, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Companies on or after their respective Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest, investments and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the

coming into effect of this Scheme and with effect from the Appointed Date of the respective Transferor Companies, pursuant to the provisions of Sections 230 to 232 of the Act.

4.6. All the profits or income, taxes (including advance tax, tax deducted at source, tax collected at source, Foreign Tax Credits, MAT credit, sales tax, service tax, VAT, Central Goods and Service Tax law (CGST), State Goods and Service Tax law (SGST) and Integrated Goods and Service Tax law (IGST), Service Exports from India Scheme Benefits etc. if any) or any costs, charges, expenditure accruing to the Transferor Companies or expenditure or losses arising or incurred or suffered by the Transferor Companies shall for all purpose be treated and be deemed to be and accrue as the profits, taxes (namely advance tax, tax deducted at source & Foreign Tax Credits, tax losses, MAT Credit, sales tax, service tax, VAT, CGST, SGST, IGST and Service Exports from India Scheme Benefits etc., income, costs, charges, expenditure or losses of Transferee Company, as the case may be, with effect from the Appointed Date of the respective Transferor Companies.

4.7. All the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether on, before or after the Appointed Date of the respective Transferor Companies, including income tax benefits and exemptions, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.



4.8. Upon coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance, letters of intent, undertaking, policies and other instruments of whatsoever nature, to which the Transferor Companies is a party or to the benefit of which Transferor Companies may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies concerned, the Transferee Company had been a party or beneficiary or obliged thereto or thereunder.

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

4.10. Without prejudice to the generality of the foregoing, upon coming into effect of this Scheme and with effect from the Appointed Date of the respective Transferor Companies, all consents, permissions, licences, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Companies shall 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.

4.11. Upon the coming into effect of this Scheme and with effect from the Appointed Date of the respective Transferor Companies all debts and liabilities (including tax and other statutory liabilities) of the Transferor Companies including all secured and unsecured debts (in whatsoever currency), liabilities (including contingent liabilities), duties and obligations of the Transferor Companies of every kind, nature and description whatsoever whether present or future, and howsoever arising, along with any charge, encumbrance, lien or security thereon (herein referred to as the "Liabilities") shall, pursuant to the sanction of this Scheme by the Tribunal and under the provisions of Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date of the respective Transferor Companies, the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause 4.11.

4.12. Where any such debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date of the respective Transferor Companies, have been discharged by such Transferor Companies on or after their respective Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.

4.13. All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies on or after their respective Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections



230 to 232 of the Act, without any further act, instrument or deed be stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

- 4.14. 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 from the Appointed Date of the respective Transferor Companies, to the Effective Date become due between the Transferor Companies 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 the appropriate effect shall be given in the books of accounts and records of the Transferee Company.
- 4.15. Upon coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.
- 4.16. All deductions under the Income tax Act, 1961 otherwise admissible to the Transferor Companies under section 40, 43B, etc. in respect of expenditure incurred prior to the Appointed Date and paid subsequently shall be available for deduction to the Transferee Company as it would have been available to the Transferor Companies.
- 4.17. It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.

5. ENCUMBRANCES

- 5.1. The transfer and vesting of the assets of the Transferor Companies to the Transferee Company under Clause 5 of this Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.

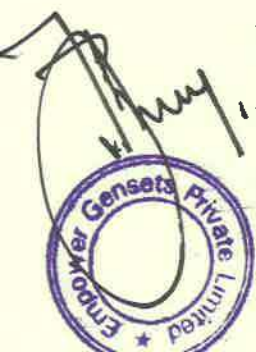
- 5.2. All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Companies shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date, provided that if any of the assets of the Transferor Companies have not been Encumbered, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- 5.3. The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the Liabilities of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.
- 5.4. Any reference in any security documents or arrangements (to which the Transferor Companies is a party) to the Transferor Companies and their respective assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Companies transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- 5.5. The provisions of this Clause 5 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

6. EMPLOYEES OF TRANSFEROR COMPANIES

6.1. Upon coming into effect of this Scheme, all Employees of the Transferor Companies, as on Effective Date, shall become the employees of the Transferee Company, on same terms and conditions and shall not be less favorable than those on which they are engaged by the Transferor Companies and without any interruption of or break in service as a result of the amalgamation of the Transferor Companies with the Transferee Company. For the purpose of payment of any compensation, gratuity, grants, stock option and other terminal benefits, the past services of such Employees with the Transferor Companies and such benefits to which the Employees are entitled in the Transferor Companies shall also be taken into account, and paid (as and when payable) by the Transferee Company.

6.2. It is clarified that save as expressly provided for in this Scheme, the Employees who become the employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits (including employee stock options) that may be applicable and available to any of the other employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company), unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into or deemed to have been entered into by the Transferor Companies with any employee of the Transferor Companies.

6.3. In so far as the provident fund, gratuity fund, superannuation fund, retirement fund and any other funds or benefits created by the Transferor Companies for its Employees or to which the Transferor Companies is contributing for the benefit of its Employees (collectively referred to as the "Funds") are concerned, the Funds or such part thereof as relates to the Employees (including the aggregate of all the contributions made to such Funds for the benefit of the Employees, accretions thereto and the investments made by the Funds in relation to the Employees) shall be transferred to the Transferee Company and shall be held for the benefit of the concerned Employees. In the event the Transferee Company has its



[Handwritten signature]

own funds in respect of any of the employee benefits referred to above, the Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be merged with the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above or if deemed appropriate by the Transferee Company, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company creates its own funds, at which time the Funds and the investments and contributions pertaining to the Employees shall be merged with the funds created by the Transferee Company.

- 6.4. In relation to those Employees for whom the Transferor Companies is making contributions to the government provident fund or other employee benefit fund, the Transferee Company shall stand substituted for the Transferor Companies, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Employees, such that all the rights, duties, powers and obligations of the Transferor Companies as the case may be in relation to such schemes/ Funds shall become those of the Transferee Company.

7. **CONTRACTS, DEEDS, AND OTHER INSTRUMENTS**

- 7.1. Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments, if any, of whatsoever nature to which the Transferor Companies is a party or to the benefit of which the Transferor Companies may be eligible and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of Transferee Company, as the case may be, and may be enforced by or against Transferee Company as fully and effectively as if, instead of Transferor Companies, the Transferee Company had been a party or beneficiary thereto;

- 7.2. Without prejudice to other provisions of this Scheme and notwithstanding the fact that all the assets and liabilities of Transferor Companies is vested in Transferee Company by virtue of this Scheme itself, Transferee Company may, at any time after the coming into

effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Companies is a party as may be necessary to be executed in order to give formal effect to the above provisions. Transferee Company shall be deemed to be authorized to execute any such writings on behalf of the Transferor Companies and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of the Transferor Companies.

8. LEGAL, TAXATION AND OTHER PROCEEDINGS

- 8.1. Upon coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Companies pending on the Effective Date shall be continued and/ or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against the Transferee Company.
- 8.2. If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies 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 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 Companies as if this Scheme had not been made.
- 8.3. In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Companies, Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of Transferee Company.

CONDUCT OF BUSINESS FROM THE APPOINTED DATE UNTIL THE EFFECTIVE DATE



[Handwritten signatures]

With effect from the date of approval of the Scheme by the Board of Directors of Transferor Companies and Transferee Company and up to the Effective Date:

- 9.1. The Transferor Companies shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts and investments for and on account of, and in trust for, the Transferee Company;
- 9.2. The Transferor Companies shall carry on its business and activities with due business prudence and diligence and shall not, without prior written consent of the Transferee Company or pursuant to any preexisting obligation, sell transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with any part of its assets nor incur or accept or acknowledge any debt, obligation or liability except as is necessary in the ordinary course of business.
- 9.3. All profits and income accruing or arising to the Transferor Companies, 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;
- 9.4. Any of the rights, powers, authorities or privileges exercised by the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company; and

9.5. All taxes (including without limitation, income tax, sales tax, service tax, VAT, CGST, SGST and IGST etc) paid or payable or benefits availed by the Transferor Companies in

respect of the operations and/or the profits of the Transferor Companies before the Appointed Date, shall be on account of the Transferor Companies and, insofar as it relates to the tax payment (including, without limitation, income tax, sales tax, service tax, VAT, CGST, SGST, IGST etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the Transferor Companies with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid or availed by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.

10. CONSIDERATION

- 10.1. Upon this Scheme becoming effective and upon amalgamation of PSSPL with Powerica in terms of this Scheme, Powerica shall, without any application or deed, issue and allot its RPS as per terms mentioned in **Schedule 1**, credited as fully paid up, to the extent indicated below, to the shareholders of PSSPL (other than shares held by Powerica in PSSPL, if any) whose names appear in the register of members of PSSPL, on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of Powerica in the following proportion viz.:

"272 (Two Hundred Seventy Two) 0.001% Non-Convertible, Non-Cumulative, Redeemable Preference Shares of Rs 10 each fully paid-up issued by Powerica Limited in exchange for every 10 (Ten) equity shares of Rs 10 each fully paid-up held by the shareholders in Powerica Sales and Services Private Limited"

- 10.2. Upon this Scheme becoming effective and upon amalgamation of Empower with Powerica in terms of this Scheme, Powerica shall, without any application or deed, issue and allot its RPS as per terms mentioned in **Schedule 1**, credited as fully paid up, to the extent indicated below, to the shareholders of Empower (other than shares held by Powerica in Empower, if any) whose names appear in the register of members of Empower, on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of Powerica in the following proportion viz.:



"1 (One) 0.001% Non-Convertible, Non-Cumulative, Redeemable Preference Share of Rs 10 each fully paid-up issued by Powerica Limited in exchange for every 1 (One) equity share of Rs 10 each fully paid-up held by the shareholders in Empower Gensets Private Limited"

- 10.3. Upon this Scheme becoming effective and upon amalgamation of EIGPL with Powerica in terms of this Scheme, Powerica shall, without any application or deed, issue and allot its RPS as per terms mentioned in **Schedule 1**, credited as fully paid up, to the extent indicated below, to the shareholders of EIGPL (other than shares held by Powerica in EIGPL, if any) whose names appear in the register of members of EIGPL, on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of Powerica in the following proportion viz.:

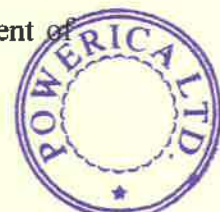
"495 (Four Hundred Ninety Five) 0.001% Non-Convertible, Non-Cumulative, Redeemable Preference Shares of Rs 10 each fully paid-up issued by Powerica Limited in exchange for every 100 (One Hundred) equity shares of Rs 10 each fully paid-up held by the shareholders in Everest Industrial Gases Private Limited "

- 10.4. EWPL, PWL, SWPL, VWPL, WWPL are wholly owned subsidiaries of Transferee Company. Accordingly, upon the Scheme becoming effective, no consideration shall be payable by the Transferee Company and the shares of the respective wholly owned subsidiary held by Transferee Company will stand cancelled, without any further act, instrument or deed and, pursuant to merger.

- 10.5. In the event of any increase in the issued, subscribed or paid up share capital of Powerica Limited or issuance of any instruments convertible into equity shares or restructuring of its equity share capital including by way of share split/ consolidation/ issue of bonus shares or other similar action in relation to the share capital of Powerica Limited at any time before the Record Date, the Share Entitlement Ratio (as mentioned above) shall be adjusted appropriately and the same shall be approved by the Boards of Powerica Limited and Transferor Companies.



- 10.6. Upon this Scheme becoming effective, the Preference Shares of Powerica to be issued and allotted to the shareholders of PSSPL, Empower and EIGPL pursuant to Clause 10.1, 10.2 and 10.3 above shall be subject to the provisions of the memorandum of association and articles of association of Powerica. The issue and allotment of Preference Shares by Powerica to the shareholders of PSSPL, Empower and EIGPL as provided in this Scheme is an integral part hereof and shall be deemed to have been carried out pursuant to the Act.
- 10.7. Powerica shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment of Preference Shares to the members of PSSPL, Empower and EIGPL under the Scheme.
- 10.8. Under and pursuant to the Scheme, no fractional Preference Shares shall be issued by Powerica in respect of the fractional entitlements, if any, of the shareholders of PSSPL, Empower and EIGPL and such fractional entitlement, if any, shall be ignored.
- 10.9. In the event of there being any pending share transfer, whether lodged or outstanding, of any shareholder of PSSPL, Empower and EIGPL, the Board of Directors of PSSPL, Empower and EIGPL shall be empowered in appropriate cases, prior to or even subsequent to the Record Date or the Effective Date, as the case may be to effectuate such a transfer in Powerica as if such changes in the registered holders were operative on the Record Date, in order to remove any difficulties arising to the transfer of share in PSSPL, Empower and EIGPL and in relation to shares issued by Powerica.
- 10.10. Approval of this Scheme by the shareholders of Powerica shall be deemed to be the due compliance with the provisions of section 23, 42, 55 and 62 of the Companies Act, 2013 and other relevant and applicable provisions of the Act for the issue and allotment of Preference Shares by Powerica, as provided in this Scheme.



10.11. Powerica shall, to the extent required, increase its Authorized Share Capital in order to issue Preference Shares under this Scheme. Further, Powerica shall comply with the provisions of the Act to increase its Authorized Share Capital.

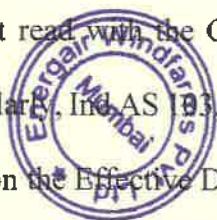
11. APPLICABILITY OF PROVISIONS OF INCOME TAX ACT

11.1. The provisions of this Scheme as they relate to the amalgamation of Transferor Companies with Transferee Company has been drawn up to comply with the conditions relating to 'amalgamation' as defined under Section 2(1B) of the (Indian) Income-tax Act, 1961 (hereinafter referred to as Income Tax Act). If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act. Such modification will, however, not affect the other parts of the Scheme.

11.2. Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act (including for minimum alternate tax purposes and tax benefits), service tax law, CGST, SGST, IGST and other tax laws and to claim refunds and/or credits for taxes paid (including minimum alternate tax), and to claim tax benefits under the Income Tax Act and other tax laws, etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme.

12. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEE COMPANY

12.1. Upon sanction of the Scheme and with effect from the Appointed Date of the respective Transferor Companies, the Transferee Company shall account for the amalgamation of the Transferor Companies in accordance with the accounting standards prescribed under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, and more particularly, Ind AS 103, or any other relevant or related requirement under the Act, as applicable on the Effective Date.



Handwritten signatures in blue ink.

12.2. Powerica shall account for the amalgamation of the Transferor Companies based on 'Pooling of Interest' method as stated in Ind AS -103 Business Combination;

12.2.1. All the assets and liabilities of Transferor Companies shall be recorded at their respective carrying amounts and no adjustments are made to reflect fair values or re-organize any new assets or liabilities.

12.2.2. The balance of the reserves appearing in the financial statements of Transferor Companies is aggregated with the corresponding balance appearing in the financial statements of Powerica.

12.2.3. Equity Shares of Powerica held by PSSPL shall stand cancelled.

12.2.4. The value of investments in the equity shares of the respective Transferor Companies held by Powerica shall stand cancelled in the books of the Powerica.

12.2.5. Powerica shall credit to its share capital in the books of account, the aggregate of face value of the Preference Shares issued by it to the members of PSSPL, EIPGL and Empower pursuant to this Scheme;

12.2.6. The difference, if any, arising between carrying value of assets and liabilities and reserves pertaining to the Transferor Companies and consideration issued (as per Clause 12.2.5 above) shall be transferred to capital reserve account in the books of Powerica.

13. CONSOLIDATION AND INCREASE IN AUTHORISED SHARE CAPITAL OF TRANSFeree COMPANY

13.1. As a part of this Scheme, and, upon the coming into effect of this Scheme, the authorised share capital of the Transferee Company shall automatically stand increased, without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the aggregate authorised share capital of the Transferor Companies amounting to Rs. 20,01,00,000/- (Rupees



Twenty Crores One Lakh only). Resultant authorized share capital of Transferee Company after considering consolidation of aggregate authorized share capital of Transferor Companies shall be Rs. 45,01,00,000 /- (Rupees Forty Five Crores One Lakh only) divided into 7,00,20,000 (Seven Crores Twenty Thousand) equity shares of face value Rs. 5/- (Rupees Five only) each and 1,00,00,000 (One Crore) Preference Shares of face value Rs. 10/- (Rupees Ten only) the memorandum of association and articles of association of Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders of Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 61 of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duty and fees paid on the authorized capital of Transferor Companies shall be utilized and applied to the increased authorized share capital of Transferee Company and there would be no requirement for any further payment of stamp duty and / or fee by Transferee Company for increase in the authorized share capital to that extent.

- 13.2. The existing capital Clause V of the Memorandum of Association of the Transferee Company shall, as a part of and, upon the coming into effect of this Scheme and without any further act or deed, be replaced by the following clause pursuant to Section 13 and 61 and 232 and other applicable provisions of the Act as the case may be:

"The Authorised Share Capital of the Company is Rs. 45,01,00,000 /- (Rupees Forty Five Crores One Lakh only) divided into 7,00,20,000 (Seven Crores Twenty Thousand) equity shares of face value Rs. 5/- (Rupees Five only) each and 1,00,00,000 (One Crore) Preference Shares of face value Rs. 10/- (Rupees Ten only). The company has power from time to time to increase or reduce its capital and to divide the shares in the capital for the time being into other classes and to attach hereto respectively special preferential, deferred, qualified, or other special rights, privileges, conditions or restrictions as may be determined by or in accordance with articles of Association of the Company."



13.3. It is clarified that for the purposes of Clause 13.1 and 13.2 above, the stamp duties and fees (including registration fee) paid on the authorised share capital of the Transferor Companies 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 (including registration fee) by the Transferee Company for increase in the authorised share capital to that extent. The Transferee Company shall file requisite forms with the concerned Registrar of Companies. Transferee Company shall take necessary steps as provided under the Act to increase its Authorized Preference Share capital to accommodate issuance of Redeemable Preference Shares pursuant to this Scheme.

14. AMENDMENT TO MEMORANDUM OF ASSOCIATION OF TRANSFEE COMPANY, VALIDITY OF EXISTING RESOLUTIONS ETC.

14.1. In order to carry on the activities currently being carried on by Transferor Companies upon coming into effect of the Scheme, applicable main objects in the memorandum of association of the Transferor Companies shall be added to the matters which are necessary for furtherance of the objects of the memorandum of association of Transferee Company, to the extent such objects are not already covered by those of Transferee Company. The objects clause as set out in **Schedule 2** shall be added to the memorandum of association of Transferee Company and the memorandum of association of Transferee Company shall be further reformatted and renumbered as per the applicable provisions of the Act.

14.2. It shall be deemed that the members of Transferee Company have also resolved and accorded all relevant Consents under Section 13 of the Act. It is clarified that there will be no need to pass a separate shareholders' resolution as required under Section 13 of the Act for the amendment to the memorandum of association of Transferee Company.

14.3. Upon coming into effect of the Scheme and with effect from the Appointed Date of the respective Transferor Companies, the resolutions of the Board of Directors of the Transferor Companies, including resolutions of any committees authorized by and comprising inter alia of members of the Board of Directors of Transferor Companies, as

are considered necessary by the Board of Directors of Transferee Company and which are validly subsisting, shall be considered as resolutions of Transferee Company.

- 14.4. With effect from the Effective Date, the security creation, borrowing and investment limits of Transferee Company under the Act shall be deemed without any further act or deed to have been enhanced by the security creation, borrowing and investment limits of the Transferor Companies, such limits being incremental to the existing limits of Transferee Company.
- 14.5. Any corporate approvals obtained by the Transferor Companies, whether for purposes of compliance or otherwise, shall stand transferred to Transferee Company and such corporate approvals and compliance shall be deemed to have been obtained and complied with by Transferee Company.

PART III

DISSOLUTION OF TRANSFEROR COMPANIES, GENERAL

CLAUSES, TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

15. TAX

- 15.1. Upon the Scheme coming into effect, all taxes (direct and/or indirect)/ cess/ duties payable by or on behalf of the Transferor Companies from the Appointed Date of the respective Transferor Companies onwards including all or any refunds and claims, including refunds or claims pending with any Governmental Authority and including the right to claim credit for minimum alternate tax and carry forward of accumulated losses, and unutilized CENVAT credit, VAT credit, input tax credit for CGST SGST and IGST, tax benefits (including Service Exports from India Scheme to other benefits) etc. shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims, accumulated losses and unutilized CENVAT credits, VAT credit, CGST, SGST and IGST credits and rights to claim credit or refund, tax benefits etc. of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns, sales tax returns, excise and CENVAT returns,

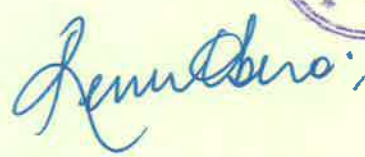
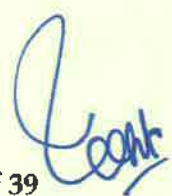
service tax returns, other statutory returns, CGST returns, SGST returns, IGST returns and to claim refunds/ credits, pursuant to the provisions of this Scheme.

15.2. The Transferee Company shall also be permitted to claim refunds / credits in respect of any transaction between the Transferor Companies and the Transferee Company. Without prejudice to the generality of Clause 15.1 above, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns and related withholding tax certificates, including withholding tax certificates relating to transactions between the Transferor Companies and the Transferee Company, and to claim refunds, advance tax and withholding tax credits, benefit of credit for minimum alternate tax and carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.

15.3. The withholding tax/ TDS/ advance tax/ minimum alternate tax, if any, paid by the Transferor Companies under the Income Tax Act or any other statute in respect of income of the Transferor Companies assessable for the period commencing from the Appointed Date of the respective Transferor Companies shall be deemed to be the tax deducted from/advance tax paid by the Transferee Company and credit for such withholding tax/advance tax/minimum alternate tax shall be allowed to the Transferee Company notwithstanding that certificates or challans for withholding tax/advance tax are in the name of the Transferor Companies and not in the name of the Transferee Company.

16. SAVINGS OF CONCLUDED TRANSACTIONS

16.1. The transfer and vesting of the entire business of the Transferor Companies under Clause 4 above and the continuance of proceedings by or against the Transferee Company under Clause 8 above shall not affect any transaction or proceedings already concluded by the Transferor Companies on or 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 Companies in respect thereto, as if done and executed on its behalf.



17. DISSOLUTION OF THE TRANSFEROR COMPANIES

- 17.1. Upon the coming into effect of this Scheme, the Transferor Companies shall stand dissolved without winding-up without any further act or deed

18. CANCELLATION AND REDUCTION OF EQUITY SHARES OF POWERICA

- 18.1. Pursuant to the provisions of Sections 230 to 232 read with Section 66 of the Act, upon the Scheme coming into effect, the shares of Powerica held by the Transferor Companies as on Record Date shall stand cancelled and reduced without any further act or deed. The said reduction shall be in accordance with the provisions of Section 230 of the Act and without having to follow the procedure under Section 66 of the Act and the NCLT Order sanctioning the Scheme shall be deemed to be an order under the relevant provisions of the Act confirming such reduction of share capital of Powerica.

19. CONDITIONS PRECEDENT

The effectiveness of the Scheme is conditional upon and subject to:

- 19.1. The requisite sanction or approval of the Appropriate Authorities from India being obtained and/or granted in relation to any of the matters in respect of which such sanction or approval is required.
- 19.2. This Scheme being approved by the respective requisite majorities of the various classes of shareholders and creditors of the Transferor Companies and the Transferee Company, if required, under the Act and the requisite orders of the Tribunal being obtained;
- 19.3. The certified copy of the order of the Tribunal under Sections 230 to 232 read with section 55 and 66 and other applicable provisions of the Act sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai by the Transferee Company and by the Transferor Companies;
- 19.4. Such other approvals and sanctions as may be required by applicable law in respect of this Scheme being obtained.



On the approval of this Scheme by the shareholders of the Transferor Companies and the Transferee Company, if required, such shareholders shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the amalgamation set out in this Scheme, related matters and this Scheme itself.

20. EFFECT OF NON RECEIPT OF APPROVALS/SANCTIONS

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the Appropriate Authority and / or the Order not being passed as aforesaid within such period or periods as may be agreed upon between the Transferor Companies and the Transferee Company by their Board of Directors (and which the Board of Directors of the Transferor Companies and Transferee Company are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation) failing which this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

21. APPLICATIONS

The Transferor Companies and the Transferee Company shall make applications/ petitions to the Tribunal under Section 230 to 232 read with section 55 and 66 and other applicable provisions, of the Act, for sanctioning of this Scheme.

The Transferor Companies shall take all necessary steps for sanctioning of this Scheme and for its dissolution without winding up, and apply for and obtain such other approvals, if any, required under the law.

2. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

22.1. The Transferor Companies and the Transferee Company, through their respective Board of Directors, may assent from time to time on behalf of all the persons concerned to any modifications or amendments or additions to this Scheme subject to approval of the Tribunal or to any conditions or limitations which the Tribunal and/or any other competent authorities, if any, under the law may deem fit and approve of or impose and which the Transferor Companies and the Transferee Company may in their discretion deem fit and may resolve all doubts or difficulties that may arise for carrying out this Scheme and do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect. The aforesaid powers of the Transferor Companies and the Transferee Company may be exercised by their respective Boards of Directors, a committee of the concerned Board or any Director, authorized in that behalf by the concerned Board of Directors (hereinafter referred to as the 'delegate').

22.2. For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate of the Transferor Companies or the Transferee Company may give and is hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties in the same manner as if the same were specifically incorporated in this Scheme.

23. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes, including stamp duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Companies and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.

24. MISCELLANEOUS

24.1. If any part and/ or provision of this Scheme hereof is invalid, ruled illegal by any court or tribunal of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the parties to the Scheme that such provision shall be severable from the



remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part and/ or provision shall cause this Scheme to become materially adverse to any party, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for such parties the benefits and obligations of the Scheme, including but not limited to such part and/ or provision.

- 24.2. The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of Transferor Companies and Transferee Company.



A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "Empower Gensets Private Limited" around the perimeter and a small star at the bottom.



A handwritten signature in blue ink, appearing to read "S. S. Srinivasan", written in a cursive style.

SCHEDULE 1

TERMS AND CONDITIONS OF RPS

1.	Dividend	0.001% per annum (non-cumulative)
2.	Face / par value per share	Rs. 10 each
3.	Terms of redemption	To be redeemed at par at the option of Powerica at any time within 20 years from the date of allotment
4.	Conversion	Preference Shares shall not be converted into equity shares of Powerica, unless subsequently approved by the Board of Directors of Powerica

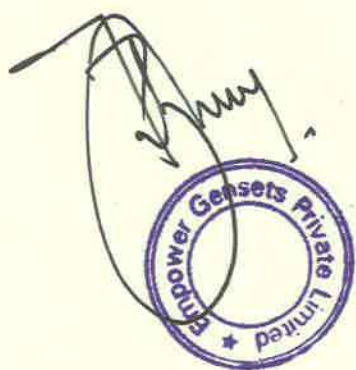


Leet *Ram Chari,*

SCHEDULE 2

The following objects clause shall be added to the matters which are necessary for furtherance of the objects specified in Clause V of the memorandum of association of Transferee Company:

"The Authorised Share Capital off the Company is Rs. 45,01,00,000 /- (Rupees Forty Five Crores One Lakh only) divided into 7,00,20,000 (Seven Crores Twenty Thousand) equity shares of face value Rs. 5/- (Rupees Five only) each and 1,00,00,000 (One Crore) Preference Shares of face value Rs. 10/- (Rupees Ten only). The company has power from time to time to increase or reduce its capital and to divide the shares in the capital for the time being into other classes and to attach hereto respectively search preferential, deferred, qualified, or other special rights, privileges, conditions or restrictions as may be determined by or in accordance with articles of Association of the Company."



Handwritten signature in blue ink.



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH - IV

CA(CAA)/201/MB-IV/2021

In the matter of
The Companies Act, 2013;

AND

In the matter of
Sections 230 to 232 of the
Companies Act, 2013 and other
applicable provisions of the
Companies Act, 2013

AND

In the matter of Composite Scheme of
Amalgamation and Arrangement
amongst

Energair Windfarms Private Limited

(‘Applicant Company 1 or ‘EWPL’
or ‘Transferor Company 1’)

AND

Primeair Windfarms Limited

(‘Applicant Company 2 or ‘PWL’
or ‘Transferor Company 2’)

AND

Sovereign Windfarms Private Limited

(‘Applicant Company 3 or ‘SWPL’
or ‘Transferor Company 3’)

AND



Vespower Windfarm Private Limited

(‘Applicant Company 4’ or ‘VWPL’

or ‘Transferor Company 4’)

AND

Windeon Windfarms Private Limited

(‘Applicant Company 5’ or ‘WWPL’

or ‘Transferor Company 5’)

AND

***Powerica Sales and Services Private
Limited***

(‘Applicant Company 6’ or ‘PSSPL’

or ‘Transferor Company 6’)

AND

Empower Gensets Private Limited

(‘Applicant Company 7’ or ‘Empower’

or ‘Transferor Company 7’)

AND

***Everest Industrial Gases Private
Limited***

(‘Applicant Company 8’ or ‘EIGPL’

or ‘Transferor Company 8’)

WITH

Powerica Limited

(‘Applicant Company 9’ or ‘Powerica’

or ‘Transferee Company’)

AND

their respective Shareholders

(‘the Scheme’)



Energair Windfarms Private Limited CIN: U40100MH2019PTC327582	... Applicant Company 1/ Transferor Company 1
Primeair Windfarms Limited CIN: U40300MH2015PLC263258	... Applicant Company 2/ Transferor Company 2
Soverign Windfarms Private Limited CIN: U74999MH2017PTC295652	... Applicant Company 3/ Transferor Company 3
Vespower Windfarm Private Limited CIN: U74999MH2017PTC298318	... Applicant Company 4/ Transferor Company 4
Windeon Windfarms Private Limited CIN: U74999MH2017PTC301520	... Applicant Company 5/ Transferor Company 5
Powerica Sales and Services Private Limited CIN: U51900MH1980PTC022350	... Applicant Company 6/ Transferor Company 6
Empower Gensets Private Limited CIN: U31101PN2007PTC129406	... Applicant Company 7/ Transferor Company 7
Everest Industrial Gases Private Limited CIN: U40200MH1981PTC025580	... Applicant Company 8/ Transferor Company 8
Powerica Limited CIN: U31101MH1984PLC032825	... Applicant Company 9/ Transferee Company

Order Delivered on: 30.08.2022

Coram:

Shri Manoj Kumar Dubey
Hon'ble Member (Technical)

Shri Kishore Vemulapalli
Hon'ble Member (Judicial)



Appearances (through video conferencing):

For the Applicant(s):

Adv. Ajit Singh Tawar i/b
Ajit Singh Tawar & Co.,
Advocates for Applicant
Companies.

ORDER

Per: Kishore Vemulapalli, Member (Judicial)

1. The Bench is convened by videoconference today.
2. The Learned Counsel for the Applicant Companies states that the present Scheme is Composite Scheme of Amalgamation and Arrangement Amongst Energair Windfarms Private Limited (“EWPL” or “Transferor Company 1”) and Primeair Windfarms Limited (“PWL” or “Transferor Company 2”) and Sovereign Windfarms Private Limited (“SWPL” or “Transferor Company 3”) and Vespower Windfarm Private Limited (“VWPL” or “Transferor Company 4”) and Windeon Windfarms Private Limited (“WWPL” or “Transferor Company 5”) and Powerica Sales And Services Private Limited (“PSSPL” or “Transferor Company 6”) and Empower Gensets Private Limited (“Empower” or “Transferor Company 7”) and Everest Industrial Gases Private Limited (“EIGPL” or “Transferor Company 8”) with Powerica Limited (“Powerica” or “Transferee Company”) and their respective shareholders (“the Scheme”).
3. The Counsel for the Applicant Companies further submits that the Applicant Company 1 is engaged in the business of development and construction of wind power projects, wind park, wind power generation and all other allied activities relating to setting up and operation of wind parks or wind power projects. The Applicant Company 2 is engaged in the business of undertaking,



layout, develop, construct, build, erect, demolish, re-erect, alter, repair, re-model or sale or deal in any manner, on behalf of its clients as well as on its own in connection with wind power projects, windfarms or wind parks or any infrastructure development related to wind power projects, windfarms or wind parks. The Applicant Company 3 is engaged in the business of organizing, undertaking, layout, develop, construct, build, erect, demolish, re-erect, alter, repair, re-model, wind projects in India on behalf of clients as well as on its own in connection with any infrastructure development. The Applicant Company 4 is engaged in the business of organizing, undertaking, layout, develop, construct, build, erect, demolish, re-erect, alter, repair, re-model on behalf of clients as well as on its own in connection with any infrastructure development. The Applicant Company 5 is engaged in the business of organizing, undertaking, layout, develop, construct, build, erect, demolish, re-erect, alter, repair, re-model, wind projects in India on behalf of clients as well as on its own in connection with any infrastructure development. The Applicant Company 6 was incorporated to carry on the business of dealing in electric power generating sets of all types, its spares, accessories, etc. and hiring of electric power generating set. Currently, Applicant Company 6 has no business operations. The Applicant Company 7 is engaged in the business of manufacturing, trading and other services related to diesel generating sets. The Applicant Company 8 was incorporated to carry on the business of manufacture, sell and carry on business of industrial gases. Currently, Applicant Company 8 has no business operations. The Applicant Company 9 is engaged in the business of manufacturing, trading and other services related to diesel generating sets and generation of electricity from Wind Turbine Generators.



-
4. The Counsel for the Applicant Companies further submits that the Rationale for the Composite Scheme of Amalgamation and Arrangement amongst the Applicant Companies is as follows:
- a. EWPL, PWL, SWPL, VWPL, WWPL, PSSPL, Empower, EIGPL, and Powerica are part of the same group with similar set of shareholders. Management of all the companies believe that it is in the best interest of all the stakeholders to consolidate all the group companies with Powerica.
 - b. As a result of Amalgamation of EWPL, PWL, SWPL, VWPL, WWPL, PSSPL, Empower and EIGPL with Powerica the following benefits will accrue to the Group:
 - i. Consolidation of businesses of the Group;
 - ii. Reduction in number of companies and regulatory compliances thereof;
 - iii. Streamlining the holding structure;
 - iv. Ease of management;
 - v. Reduction of operating and administrative costs; and
 - vi. Leveraging on synergies on consolidation.
5. The Counsel for the Applicant Companies state that as per the valuation report dated 19th July 2021 issued by Aashay Hasmukh Dedhia, Registered Valuer, determining the share entitlement and share exchange ratio pursuant to the Composite Scheme of Amalgamation and Arrangement the consideration proposed is as under:
- a. Upon this Scheme becoming effective and upon amalgamation of PSSPL with Powerica in terms of this Scheme, Powerica shall, without any application or deed, issue and allot its Redeemable Preference Shares as



per terms mentioned in Schedule 1, credited as fully paid up, to the extent indicated below, to the shareholders of PSSPL (other than shares held by Powerica in PSSPL, if any) whose names appear in the register of members of PSSPL, on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of Powerica in the following proportion viz.:

“272 (Two Hundred Seventy-Two) 0.001% Non-Convertible, Non-Cumulative, Redeemable Preference Shares of Rs 10 each fully paid-up issued by Powerica Limited in exchange for every 10 (Ten) equity shares of Rs 10 each fully paid-up held by the shareholders in Powerica Sales and Services Private Limited”

- b. Upon this Scheme becoming effective and upon amalgamation of Empower with Powerica in terms of this Scheme, Powerica shall, without any application or deed, issue and allot its RPS as per terms mentioned in Schedule 1, credited as fully paid up, to the extent indicated below, to the shareholders of Empower (other than shares held by Powerica in Empower, if any) whose names appear in the register of members of Empower, on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of Powerica in the following proportion viz.:

“1 (One) 0.001% Non-Convertible, Non-Cumulative, Redeemable Preference Share of Rs 10 each fully paid-up issued by Powerica Limited in exchange for every 1 (One) equity share of Rs 10 each fully paid-up held by the shareholders in Empower Gensets Private Limited”



- c. Upon this Scheme becoming effective and upon amalgamation of EIGPL with Powerica in terms of this Scheme, Powerica shall, without any application or deed, issue and allot its RPS as per terms mentioned in Schedule 1, credited as fully paid up, to the extent indicated below, to the shareholders of EIGPL (other than shares held by Powerica in EIGPL, if any) whose names appear in the register of members of EIGPL, on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of Powerica in the following proportion viz.:

“495 (Four Hundred Ninety-Five) 0.001% Non-Convertible, Non-Cumulative, Redeemable Preference Shares of Rs 10 each fully paid-up issued by Powerica Limited in exchange for every 100 (One Hundred) equity shares of Rs 10 each fully paid-up held by the shareholders in Everest Industrial Gases Private Limited”

- d. EWPL, PWL, SWPL, VWPL, WWPL are wholly owned subsidiaries of Transferee Company. Accordingly, upon the Scheme becoming effective, no consideration shall be payable by the Transferee Company and the shares of the respective wholly owned subsidiary held by Transferee Company will stand cancelled, without any further act, instrument or deed and, pursuant to merger.

6. The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No.1 as on 31st March 2021 is as under:

Particulars	Amount (in Rs.)
Authorized Share Capital	
1,00,000 Equity Shares of Rs. 10/- each	10,00,000/-
Total	10,00,000/-



Issued, Subscribed and Paid-up	
19,000 Equity Shares of Rs. 10/- each	1,90,000/-
Total	1,90,000/-

7. The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No.2 as on 31st March 2021 is as under:

Particulars	Amount (in Rs.)
Authorized Share Capital	
1,00,00,000 Equity Shares of Rs.10/- each	10,00,00,000/-
Total	10,00,00,000/-
Issued, Subscribed and paid up;	
22,00,000 Equity Shares of Rs. 10/- each	2,20,00,000/-
Total	2,20,00,000/-

8. The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No.3 as on 31st March 2021 is as under:

Particulars	Amount (in Rs.)
Authorized Share Capital	
4,60,000 Equity Shares of Rs.10/- each	46,00,000/-
Total	46,00,000/-
Issued, Subscribed and paid up;	
4,60,000 Equity Shares of Rs.10/- each	46,00,000/-
Total	46,00,000/-

9. The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No.4 as on 31st March 2021 is as under:

Particulars	Amount (in Rs.)
Authorized Share Capital	
2,00,000 Equity Shares of Rs.10/- each	20,00,000/-



Total	20,00,000/-
Issued, Subscribed and paid up;	
2,00,000 Equity Shares of Rs.10/- each	20,00,000/-
Total	20,00,000/-

10. The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No.5 as on 31st March 2021 is as under:

Particulars	Amount (in Rs.)
Authorized Share Capital	
2,50,000 Equity Shares of Rs.10/- each	25,00,000/-
Total	25,00,000/-
Issued, Subscribed and paid up;	
2,50,000 Equity Shares of Rs.10/- each	25,00,000/-
Total	25,00,000/-

11. The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No.6 as on 31st March 2021 is as under:

Particulars	Amount (in Rs.)
Authorized Share Capital	
5,00,000 Equity Shares of Rs.10/- each	50,00,000/-
Total	50,00,000/-
Issued, Subscribed and paid up;	
3,64,334 Equity Shares of Rs.10/- each	36,43,340/-
Total	36,43,340/-

12. The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No.7 as on 31st March 2021 is as under:



Particulars	Amount (in Rs.)
Authorized Share Capital	
50,00,000 Equity Shares of Rs.10/- each	5,00,00,000/-
Total	5,00,00,000/-
Issued, Subscribed and paid up;	
49,89,364 Equity Shares of Rs.10/- each	4,98,93,640/-
Total	4,98,93,640/-

13. The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company No.8 as on 31st March 2021 is as under:

Particulars	Amount (in Rs.)
Authorized Share Capital	
35,00,000 Equity Shares of Rs.10/- each	3,50,00,000/-
Total	3,50,00,000/-
Issued, Subscribed and paid up;	
3,22,00,000 Equity Shares of Rs.10/- each	32,20,00,000/-
Total	32,20,00,000/-

14. The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferee Company No.9 as on 31st March 2021 is as under:

Particulars	Amount (in Rs.)
Authorized Share Capital	
5,00,00,000 Equity Shares of Rs.5/- each	25,00,00,000/-
Total	25,00,00,000/-
Issued, Subscribed and paid up;	
3,44,89,151 Equity Shares of Rs.5/- each	17,24,45,755/-
Total	17,24,45,755/-



15. The Financial details/ summary of the First Applicant Company as on 31st March, 2021

Year	Revenue	Profit/(Loss)
2019 – 2020	Nil	(80,475)
2020 – 2021	Nil	(97,237)

16. The Financial details/ summary of the Second Applicant Company as on 31st March, 2021

Year	Revenue	Profit/Loss
2019 – 2020	75,25,569	11,24,050
2020 – 2021	71,70,000	5,69,130

17. The Financial details/ summary of the Third Applicant Company as on 31st March, 2021

Year	Revenue	Profit/Loss
2019 – 2020	40	(6,04,491)
2020 – 2021	00.00	(2,28,891)

18. The Financial details/ summary of the Fourth Applicant Company as on 31st March, 2021.

Year	Revenue	Profit/Loss
2019 – 2020	27,409	(356,488)
2020 – 2021	9,163	(12,75,296)

19. The Financial details/ summary of the Fifth Applicant Company as on 31st March, 2021

Year	Revenue	Profit/Loss
2019 – 2020	30,216	(3,27,468)
2020 – 2021	63,246	(1,43,882)



20. The Financial details/ summary of the Sixth Applicant Company as on 31st March, 2021.

Year	Revenue	Profit/Loss
2019 – 2020	50,82,434	31,80,588
2020 – 2021	6,91,630	(1,10,37,857)

21. The Financial details/ summary of the Seventh Applicant Company as on 31st March, 2021.

Year	Revenue	Profit/Loss
2019 – 2020	3,94,72,160	(82,86,356)
2020 – 2021	7,62,68,541	(21,98,329)

22. The Financial details/ summary of the Eighth Applicant Company as on 31st March, 2021.

Year	Revenue	Profit/Loss
2019 – 2020	20,72,000	16,54,290
2020 – 2021	10,77,561	6,70,193

23. The Financial details/ summary of the Ninth Applicant Company as on 31st March, 2021.

Year	Revenue (in Million)	Profit/Loss (in Million)
2019 – 2020	12,731.63	625.10
2020 – 2021	9,276.27	(149.62)

24. The Counsel for the Applicant Companies states that the Scheme has been approved by the Board of Directors of the Applicant Companies in their respective meetings held on 19th day of July, 2021.



25. The Counsel for the Applicant Companies states that the Appointed Date: -

- a. In relation to amalgamation of Applicant Company 1, Applicant Company 2, Applicant Company 3, Applicant Company 4, Applicant Company 5 and Applicant Company 6 with Applicant Company 9 is the opening business hours of the 1st day of April, 2021.
- b. In relation to amalgamation of Applicant Company 7 with Applicant Company 9 is opening business hours of the 2nd day of April, 2021.
- c. In relation to amalgamation of Applicant Company 8 with Applicant Company 9 is opening business hours of the 1st day of August, 2021.

26. The Learned Counsel for the Applicant Companies submits that:

- (i) In the First Applicant Company there are 2 (two) Equity Shareholders. The list of Equity Shareholders of the Applicant Company 1 is annexed as “Annexure F” to the Company Scheme Application. The consent affidavit of Equity Shareholders of the Applicant Company 1 is annexed as “Annexure F1 and F2” to the Company Scheme Application the meeting of the Equity Shareholders of the Applicant Company 1 is not required to be convened;
- (ii) In the Second Applicant Company, there are 7 (seven) Equity Shareholders. The list of Equity Shareholders of the Applicant Company 2 is annexed as “Annexure G” to the Company Scheme Application. The consent affidavit of Equity Shareholders of the Applicant Company 2 is annexed as “Annexure G1 and G6” to the Company Scheme Application the meeting of the Equity Shareholders of the Applicant Company 2 is not required to be convened;



-
- (iii) In the Third Applicant Company, there are 2 (two) Equity Shareholders. The list of Equity Shareholders of the Applicant Company 3 is annexed as “Annexure H” to the Company Scheme Application. The consent affidavit of Equity Shareholders of the Applicant Company 3 is annexed as “Annexure H1 and H2” to the Company Scheme Application the meeting of the Equity Shareholders of the Applicant Company 3 is not required to be convened;
- (iv) In the Fourth Applicant Company, there are 2 (two) Equity Shareholders. The list of Equity Shareholders of the Applicant Company 4 is annexed as “Annexure I” to the Company Scheme Application. The consent affidavit of Equity Shareholders of the Applicant Company 4 is annexed as “Annexure I1 and I2” to the Company Scheme Application the meeting of the Equity Shareholders of the Applicant Company 4 is not required to be convened;
- (v) In the Fifth Applicant Company, there are 2 (two) Equity Shareholders. The list of Equity Shareholders of the Applicant Company 5 is annexed as “Annexure J” to the Company Scheme Application. The consent affidavit of Equity Shareholders of the Applicant Company 5 is annexed as “Annexure J1 and J2” to the Company Scheme Application the meeting of the Equity Shareholders of the Applicant Company 5 is not required to be convened;
- (vi) In the Sixth Applicant Company, there are 2 (two) Equity Shareholders. The list of Equity Shareholders of the Applicant Company 6 is annexed as “Annexure K” to the Company Scheme Application. The consent affidavit of Equity Shareholders of the Applicant Company 6 is annexed as “Annexure K1 and K2” to the



Company Scheme Application the meeting of the Equity Shareholders of the Applicant Company 6 is not required to be convened;

(vii) In the Eighth Applicant Company, there are 2 (two) Equity Shareholders. The list of Equity Shareholders of the Applicant Company 8 is annexed as “Annexure M” to the Company Scheme Application. The consent affidavit of Equity Shareholders of the Applicant Company 8 is annexed as “Annexure M1 and M2” to the Company Scheme Application the meeting of the Equity Shareholders of the Applicant Company 8 is not required to be convened;

(viii) In the Ninth Applicant Company, there are 7 (two) Equity shareholders. The list of Equity Shareholders of the Applicant Company 9 is annexed as “Annexure N” to the Company Scheme Application. The consent affidavit of Equity Shareholders of the Applicant Company 9 is annexed as “Annexure N1 and N6” to the Company Scheme Application the meeting of the Equity Shareholders of the Applicant Company 9 is not required to be convened.

27. The Counsel for the Applicant Companies submits that there are 6 (Six) Equity Shareholders in the Applicant Company 7 and that the Applicant Company 7 has procured the consent affidavits, in writing agreeing to the Scheme from 4 out of 6 Equity Shareholders holding 99.80% of the issued, subscribed and paid-up Share Capital of the Applicant Company 7. The list of Equity Shareholders of the Applicant Company 7 is annexed as “Annexure L” to the Company Scheme Application. The consent affidavits of Equity Shareholders of the Applicant Company 7 are annexed as “Annexure L1 – L4” to the Company Scheme Application.



-
28. That the meeting of the Equity Shareholders of the Applicant Company 7 be convened and held through Video Conferencing on 11.10.2022 at 11.00 A.M. for the purpose of considering and, if thought fit, approving with or without modification(s) the proposed Scheme.
29. That the Applicant Company 7 to comply with the General Circular No. 10/2021 dated 23rd day of June, 2021 clarifying the passing of ordinary and special resolutions by companies under the Companies Act, 2013 read with rules made thereunder on account of COVID-19. The Applicant Company 7 to conduct the meeting of shareholders through Video Conferencing or Other Audio-Visual Means (VC/OAVM) and to report this Tribunal about the compliance of the same.
30. That at least one month before the said meetings of the Equity shareholders of the Applicant Company 7 to be held as aforesaid, a notice convening the said meeting of the Equity Shareholders indicating the day, date and time as aforesaid, together with a copy of the Scheme, a copy of statement disclosing all material facts as required under Section 230(3) of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rule, 2016 shall be sent through email to each of the Equity Shareholder of the Applicant Company 7, at their email addresses as per the records of the Applicant Company 7, as on cut-off date determined by the Board of Directors of the Applicant Company 7.
31. That at least one month before the meeting of the Equity shareholders of the Applicant Company 7 to be held as aforesaid, a notice convening the said meeting, indicating the day, date and time of meeting as aforesaid be published and advertised in two local newspapers viz. "Business Standard" in English and translation thereof in "Navshakti" in Marathi, both circulated in



Mumbai, Maharashtra. The Applicant Company 7 may publish notices online in the respective e-newspaper editions.

32. The Applicant Company 7 undertake to:

- i. Issue Notice convening meeting of the Equity Shareholders of the Applicant Company 7 in Form No. CAA.2 as per Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;
- ii. Issue Statement containing all the particulars as per Section 230(3) of the Companies Act, 2013; and
- iii. Advertise the composite Notice convening meeting(s) in Form No. CAA.2 as per Rule 7 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

33. That, Mr. Yashwant S Joshi failing whom Mr. Madhur Prabhu, directors of the Applicant Company 7 are hereby appointed as the Chairperson of the meeting of the Equity Shareholders of the Applicant Company 7 to be held as aforesaid or any adjournment or adjournments thereof.

34. The Scrutinizer for the aforesaid meeting shall be Kety P. Mistry, Practicing Company Secretary. The fee of the Scrutinizer is fixed at Rs. 25,000/- for the services rendered for the meeting of the Equity Shareholders of the Applicant Company 7.

35. The Chairperson appointed for the aforesaid meeting of the Equity Shareholders of the Applicant Company 7 to issue the advertisement and send out the notices of the meeting of the Equity Shareholders referred to above. The Chairperson of the meeting shall have all powers as per Articles of Association and also under the Companies Act, 2013 in relation to the conduct of the meeting, including the decision on the procedural questions



that may arise at the aforesaid meeting or at any adjournment thereof or any other matter including any amendment to the Scheme or resolution, if any, proposed at the meeting by any person(s). The quorum for the aforesaid meeting of the Equity Shareholders of the Applicant Company 7 shall be as prescribed under Section 103 of the Companies Act, 2013, present either in person or by authorized representative, no proxies would be allowed as appointment of Proxy by members is not required as physical attendance of members in any case has been dispensed with as per General Circular No.14/2020 dated April 8, 2020 issued by the Ministry of Corporate Affairs. If the quorum is not present within half an hour from the time appointed for the holding of the meeting, the members present shall be the quorum and the meeting shall be held.

36. The voting by authorized representative in case of body corporate be permitted, provided that authorization duly signed by the Director of a body corporate entitled to attend and vote at the meeting, is filed with the Applicant Company 7 at its Registered Offices not later than 48 hours before the aforesaid meeting.
37. The value and number of the equity shares of each member of the Applicant Company 7 shall be in accordance with the books / register of the Applicant Company 7 and where the entries in the books / register are disputed, the Chairperson of the meeting shall determine the value for the purpose of the aforesaid meeting and his decision in that behalf would be final.
38. The Chairperson shall file a Compliance Report not less than (7) seven days before the date fixed for the holding of the meeting of the Equity Shareholders of the Applicant Company 7 and report to this Tribunal that the directions regarding the issue of notices and advertisements have been duly complied



with as per Rule 12 of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016.

39. The Chairperson shall report to this Tribunal, the results of the aforesaid meeting within the period of 30 (Thirty) days after the conclusion of the meeting of the Equity Shareholders of the Applicant Company 7.
40. The Counsel for the Applicant Companies submits that there are no Secured Creditors in the Applicant Company 1, 2, 3, 4, 5 and 8. Therefore, the question of convening and holding of the meeting of Secured Creditors of the aforesaid Applicant Companies does not arise. The certificate from the Chartered Accountant certifying the details of Secured Creditors of the Applicant Company 1, 2, 3, 4, 5 and 8 are annexed as “Annexure B1”, “Annexure B2”, “Annexure B3”, “Annexure B4”, “Annexure B5” and “Annexure B8” to the additional affidavit dated 20th August 2021, respectively.
41. The Counsel for the Applicant Companies submits that the Applicant Company 6 has 1 (one) Secured Creditor having an aggregate value of Rs. 75,00,00,000/-, the Applicant Company 7 has 1 (one) Secured Creditor having an aggregate value of Rs. 3,40,83,094.46/- and the Applicant Company 9 has 4 (Four) Secured Creditors having an aggregate value of Rs. 5,31,65,53,897.17/-. The Counsel for the Applicant Companies submits that the Applicant Companies 6, 7 and 9 have procured the consent from all the Secured Creditors annexed as “Annexure A1-A5” to Additional Affidavit dated 11th November 2021. In view of the Fact that all the Secured Creditors of Applicant Companies 6, 7 and 9 have given their consent affidavits, the meeting of the Secured Creditors of the Applicant Companies 6, 7 and 9 is not required to be convened.



42. The Counsel for the Applicant Companies submits that the Applicant Companies has filed an additional affidavit on 30th day of August, 2021 stating that as on 31st March, 2021 the Applicant Company 1 has 2 (Two) Unsecured Creditors having an aggregate value of Rs. 10,000/- (including provisions), the Applicant Company 2 has 7 (Seven) Unsecured Creditors having an aggregate value of Rs. 2,97,857/- (including provisions), the Applicant Company 3 has 6 (Six) Unsecured Creditors having an aggregate value of Rs. 7,14,902/- (including provisions), the Applicant Company 4 has 2 (Two) Unsecured Creditors having an aggregate value of Rs. 25,750/- (including provisions), the Applicant Company 5 has 3 (Three) Unsecured Creditors having an aggregate value of Rs. 30,375/- (including provisions), the Applicant Company 6 has 4 (Four) Unsecured Creditors having an aggregate value of Rs. 70,93,67,191/- (including provisions), the Applicant Company 7 has 58 (Fifty-Eight) Unsecured Creditors having an aggregate value of Rs. 6,93,25,787/- (including provisions), the Applicant Company 8 has 1 (One) Unsecured Creditor having an aggregate value of Rs. 30,000/- and the Applicant Company 9 has 2005 (Two thousand five) Unsecured Creditors having an aggregate value of Rs. 572,87,74,899/-. The certificate from the chartered accountant certifying the details of Unsecured Creditors of the Applicant Company 1, 2, 3, 4, 5, 6, 7, 8 and 9 are annexed as “Annexure B1”, “Annexure B2”, “Annexure B3”, “Annexure B4”, “Annexure B5”, “Annexure B6”, “Annexure B7”, “Annexure B8” and “Annexure B9” to the additional affidavit, respectively.
43. The Counsel for the Applicant Companies submits that the present Scheme is an arrangement between the Applicant Companies and its Shareholders as contemplated under Section 230(1) (b) and not in accordance with the provisions of Section 230 (1) (a) of the Companies Act 2013, as there is no compromise and/or arrangement with the creditors, as no sacrifice is called



for. The rights of the creditors will not be affected as the assets of the Applicant Company 9 /Transferee Company post sanctioning the Scheme will be sufficient to pay off all the creditors in the ordinary course of business, the meeting of the Unsecured Creditors of the Applicant Companies is dispensed with. Further, this Bench hereby directs that:

- a. The Applicant Company 1, 2, 3, 4, 5, 6, 7 and 8 to issue notice to their respective concerned Unsecured Creditors, with the direction that they may submit their representation, if any, to the Tribunal and copies of such representation shall simultaneously be served upon the respective Applicant Company, as the case may be. The notice to be sent by Registered -AD/ Speed Post & Hand Delivery and also by E-mails (whose mail -Ids are available with the Applicant Company.)
 - b. The Applicant Company 9 to issue notice to their Unsecured Creditors having a value of Rs.5,00,000/- and above, with the direction that they may submit their representation, if any, to the Tribunal and copies of such representation shall simultaneously be served upon the Applicant Company 9. The notice to be sent by Registered -AD/ Speed Post and also by E-mails (whose mail -Ids are available with the Applicant Company.)
44. The Applicant Companies shall submit Audited Financial Statement for Financial Year 2020-21 along with Audited/Unaudited Financial statement for the Financial Year 2021-22 at the time of submitting the Company Petition.
45. The Applicant Companies shall submit list of pending IBC cases, if any, along with all other litigation pending against the Applicant Companies having material impact on the proposed Scheme.



46. The Applicant Companies shall submit details of all Letters of Credit sanctioned and utilized as well as Margin Money details; if any.
47. The Counsel for the Applicant Companies states that there are no Corporate Guarantee, Bank Guarantee and Performance Guarantee as on 28th July 2022, in any of the Applicant Companies except for Applicant Company 2, 7 and 9 as mentioned herein below:

Corporate Guarantee		
Particulars	Number	Amount (in Rs.)
Primeair Windfarms Limited (Applicant Company 2)	1	2,42,25,000
Powerica Limited (Applicant Company 9)	1	50,000,000

Bank Guarantee		
Particulars	Number	Amount (in Rs.)
Empower Gensets Private Limited (Applicant Company 7)	1	2,072,000
Powerica Limited (Applicant Company 9)	213	2,632,396,684

Performance Guarantee		
Particulars	Number	Amount (in Rs.)
Empower Gensets Private Limited (Applicant Company 7)	5	87,83,068
Powerica Limited (Applicant Company 9)	3	199,085,640



The respective Applicant Companies thus undertake to serve notices to the aforesaid by Registered -AD/ Speed Post & also by E-mail (whose mail-Ids are available with the Applicant Companies).

48. The Counsel for the Applicant Companies states that the Applicant Company 9 provides electricity to the following entities:

Sr. No	Name of the Government Bodies/DISCOMS/Agency	Address
1.	Gujarat Urja Vikas Nigam Limited (GUVNL)	Sardar Patel Vidyut Bhavan, Race Course, Vadodara 390 007.
2.	Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)	MPQ7, J98, 3rd St, Tirunelveli, Tamil Nadu 627005 (Tirunelveli)
3.	Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)	2F7J, PF2, Power House Rd, NRT Nagar, Theni Allinagaram, Tamil Nadu 625531 - (Theni)
4.	Solar Energy Corporation of India Limited (SECI)	6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 , India
5.	Indian Renewable Energy Development Agency Limited (IREDA)	GS1 India - August Kranti Bhavan, 3rd Floor, Bhikaji Cama Place, Delhi 110066

The Applicant Company 9 thus undertakes to serve notices to the aforesaid by Registered -AD/ Speed Post & also by E-mail (whose mail-Ids are available with the Applicant Companies).



49. The Applicant Companies are directed to serve notices by Registered -AD/ Speed Post & Hand Delivery also by E-mail (whose mail-Ids are available with the Applicant Companies) along with copy of Scheme upon:

- (i) Income Tax Authorities with in whose jurisdiction the said Applicant Companies assessments are made, details of Income Tax are as follows:

Applicant Company	PAN Number	Address of Income tax Authority
Energair Windfarms Private Limited	AAFCE5494E	WARD 6(2)(1), MUMBAI
Primeair Windfarms Limited	AAECN8881F	WARD 7(2)(3), MUMBAI
Soverign Windfarms Private Limited	AAYCS7555H	WARD 8(2)(3), MUMBAI
Vespower Windfarm Private Limited	AAGCV0428C	WARD 8(2)(3), MUMBAI
Windeon Windfarms Private Limited	AAHCG0666N	CIRCLE 7(1)(1), MUMBAI
Powerica Sales and Services Private Limited	AAACP4047M	WARD 3(2)(4), MUMBAI
Empower Gensets Private Limited	AABCE6945J	PNE C522
Everest Industrial Gases Private Limited	AAACE0926E	WARD 3(1)(3), MUMBAI



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH - IV

CA(CAA)/201/MB-IV/2021

Powerica Limited	AAACP3812E	LTU CIRCLE 1, MUMBAI
------------------	------------	-------------------------

- (ii) Central Government through the office of Regional Director, Western region, Mumbai,
- (iii) Registrar of Companies,
- (iv) Ministry of Corporate Affairs;
- (v) Office of the Principal Chief Commissioner (CGST & Central Excise), Mumbai Zone, under the Central Board of Indirect Taxes & Customs (CBIC) the details of GST are as follows:

Applicant Company	GSTIN	Jurisdiction
Energair Windfarms Private Limited	N.A.	N.A.
Primeair Windfarms Limited	27AAECN8881F1Z2	State - Maharashtra Zone - MUMBAI_NORT H_WEST Division - GHATKOPAR Charge - SION- CHUNABHATTI_ 702
Soverign Windfarms Private Limited	24AAYCS7555H1ZM	State - Gujarat Division - Division - 1



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH - IV

CA(CAA)/201/MB-IV/2021

		Range - Range - 3 Unit - Ghatak 9 (Ahmedabad)
Vespower Windfarm Private Limited	37AAGCV0428C2ZL	Commissionerate - TIRUPATI Division - ANANTAPUR Range - ANANTAPUR - 1 RANGE
Windeon Windfarms Private Limited	24AAHCG0666N1ZC	State - Gujarat Division - Division - 1 Range - Range - 3 Unit - Ghatak 9 (Ahmedabad)
Powerica Sales and Services Private Limited	27AAACP4047M1Z7	State - Maharashtra Zone - MUMBAI_SOUTH _EAST Division - NARIMAN POINT Charge - NARIMAN- POINT_701
Empower Gensets Private Limited	27AABCE6945J1ZC	Commissionerate - PUNE - II



		Division - DIVISION-VI HADAPSAR Range - RANGE-II
Everest Industrial Gases Private Limited	N.A.	N.A.
Powerica Limited	27AAACP3812E1ZT	Commissionerate - MUMBAI-SOUTH Division - DIVISION VIII Range - RANGE-IV

and to any other applicable Regulatory Authority with a direction that they may submit their representations, if any, if no response is received by the Tribunal from such authorities within 30 days of the date of receipt of the notice it will be presumed that they have no objection to the proposed Scheme as per Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

50. The Applicant Companies to serve notice by Registered -AD/Speed Post and Hand Delivery upon the Official Liquidator, High Court, Bombay at Mumbai pursuant to Section 230(5) of the Companies Act, 2013. The Tribunal is appointing M/s M.A. SHAH & COMPANY Chartered Accountants, having their office at 101-B/101-C, Jolly Bhavan, New Marine Lines, Mumbai-400069 Email: - mayur@mashahca.com, to assist the Official Liquidator to scrutinize books of Accounts of the Applicant Companies for the last five years on a remuneration of Rs. 2,00,000/- If no response is received by the concerned Tribunal from Official Liquidator within 30 days it may be presumed that Official Liquidator, High Court, Bombay at Mumbai has no objection to the proposed Scheme as per Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.



51. The Applicant Companies shall host the notices directed herein, on their respective websites, if any.
52. The Applicant Companies to file an Affidavit of Service and Compliance Report within 10 working days after serving to notice to all the Regulatory Authorities as stated above and do report to this Tribunal that the directions regarding the issue of notices have been duly complied with.

Sd/-

Manoj Kumar Dubey
Member (Technical)
30.08.2022

Sd/-

Kishore Vemulapalli
Member (Judicial)