

[Pursuant to section 233 and rule 25 (5) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

RD-1 filed vide SRN: AC0335444 dated 23.12.2025

Confirmation order of scheme of amalgamation or merger

of

IAI INDUSTRIES LIMITED

And

IMPERIAL MARTOR ENGINE TUBES PRIVATE LIMITED

With

IMPERIAL AUTO INDUSTRIES LIMITED

The case is presented by Shri Purnava Ganguly, Deputy Director in the O/o Regional Director (NR). He has stated that pursuant to the provisions of section 233 of the Companies Act, 2013, the scheme of amalgamation/arrangement or merger of IAI INDUSTRIES LIMITED (Transferor Company -1) and IMPERIAL MARTOR ENGINE TUBES PRIVATE LIMITED (Transferor Company -2) with IMPERIAL AUTO INDUSTRIES LIMITED (Transferee Company) has been approved by their respective members and creditors as required under section 233(1)(b) and (d) of the Companies Act, 2013. The Presenting Officer has confirmed compliance of procedure as laid down under the Companies Act, 2013 and Rules made thereunder. Further, the Presenting Officer stated that the Appointed Date of the scheme is 01.04.2025. Lastly, it is stated that Registrar of Companies, Delhi & Haryana and Official Liquidator, Delhi have furnished/given their reports and have no objection to the proposed scheme subject to compliance of provisions of the Companies Act, 2013.

Accordingly, the scheme is confirmed subject to the condition that all liabilities accruing in the Transferor Company(s) shall be transferred to the Transferee Company without prejudice to provisions of Section 240 of the Companies Act, 2013 and any part of the scheme in contravention of this Companies Act, 2013 shall be null & void in terms of section 6 of the Act and further condition that the other authorities retain their recourse to recovery in respect of any existing or future tax liabilities/claims of the Transferor Company from the Transferee Company.

A copy of the approved scheme is attached to this order.

(VINOD SHARMA)

REGIONAL DIRECTOR (NR)

Date: 23 FEB 2026

Place: New Delhi

F.No. RDNR/233/ AC0335444/2025/ 14833

1. IAI INDUSTRIES LIMITED,  
202, Kusal Bazar, 32-33, Nehru Place, New Delhi -110019.



2. IMPERIAL MARTOR ENGINE TUBES PRIVATE LIMITED  
202, Kusal Bazar, 32-33, Nehru Place, New Delhi -110019.
3. IMPERIAL AUTO INDUSTRIES LIMITED,  
202, Kusal Bazar, 32-33, Nehru Place, New Delhi -110019.
4. ROC, Delhi & Haryana.
5. Official Liquidator, Delhi.



**SCHEME OF AMALGAMATION**  
**(UNDER SECTION 233 OF THE COMPANIES ACT, 2013)**  
**READ WITH RULE 25 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND**  
**AMALGAMATIONS) RULES, 2016**

BY AND BETWEEN

IAI INDUSTRIES LIMITED  
"Transferor Company 1"

AND

IMPERIAL MARTOR ENGINE TUBES PRIVATE LIMITED  
"Transferor Company 2"

WITH

IMPERIAL AUTO INDUSTRIES LIMITED  
"Transferee Company"

AND

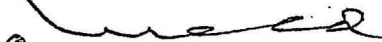
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

Under section 233 and other relevant applicable provisions of the Companies Act,  
2013

For IAI Industries Limited

@ Jagjit Singh  
Director

For Imperial Martor Engine Tubes Private Limited

  
Director

For Imperial Auto Industries Limited

@ Jarnu Lamba  
Executive Vice-Chairman & Whole Time Director



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*Jasjit Singh*  
A

For Imperial Motor Engine Tubes Private Limited

*[Signature]*

Director  
B



For Imperial Auto Industries Limited

*[Signature]*  
Executive Vice-Chairman & Whole Time Director  
C

**PART E: DISSOLUTION OF THE TRANSFEROR COMPANIES AND THE GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME AND OTHER MATTERS CONSEQUENTIAL AND INTEGRALLY CONNECTED THERETO**

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For IAI Industries Limited

*Jagjit Singh*  
Director

For Imperial Motor Engine Tubes Private Limited

*[Signature]*

Director

For Imperial Auto Industries Limited

*Jasraj Lamba*

Executive Vice-Chairman & Whole Time Director



GENERAL

I. PURPOSE OF SCHEME

1.1 This scheme of amalgamation (hereinafter referred to as "Scheme") provides for the amalgamation of IAI Industries Limited (hereinafter referred to as "IAI" or "Transferor Company 1"), Imperial Martor Engine Tubes Private Limited (hereinafter referred to as "IMETPL" or "Transferor Company 2"), all collectively referred to as "Transferor Companies") into Imperial Auto Industries Limited (hereinafter referred to as "IAIL" or "Transferee Company") pursuant to Section 233 of the Companies Act, 2013 read with Rule 25 of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. Additionally, this scheme also provides for various other matters consequential or otherwise integrally connected herewith.

II. BACKGROUND AND DESCRIPTION OF COMPANIES WHO ARE PARTIES TO THIS SCHEME

1. **IAI Industries Limited ("Transferor Company 1"):** The Transferor Company 1 was incorporated on 15<sup>th</sup> June 1995 as a public company with the Registrar of Companies, NCT of Delhi and Haryana under the name and style of "IAI Industries Limited" with the Corporate Identification No. U74899DL1995PLC069837 and PAN No. AAAC12028K. The registered office of the Transferor Company 1 is situated at 202 Kushal Bazar 32-33 Nehru Place, New Delhi, 110019 and the E-mail id is [csimperial@imoauto.com](mailto:csimperial@imoauto.com). The main objects of the Transferor Company 1 as set out in Clause III(A) of its Memorandum of Association are, inter alia, as follows:

- To manufacture all types and varieties of components and fitting of automobiles, lorries, wagons, tractors, motorcycles, scooters and other similar vehicles or agriculture auto implements under licenses and/or permits from associates abroad or otherwise under the company's or the collaborators trade name and marks and to sell such manufactured articles in India and abroad.
- To carry on the business as dealers, importers and exporters of all types of motor vehicles, oil engines, tyres, tubes, accessories, parts and such other

For Imperial Auto Industries Limited  
Jagjit Singh  
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For Imperial Martor Engine Tubes Private Limited



Director  
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For Imperial Auto Industries Limited

Jarun Lamba  
Executive Vice-Chairman & Whole Time Director  
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mechanical or rubber products as are used and dealt with in automobile trade and industry.

- To do all types of assembly repair and fabrication work according to customer's specification in automobile trade and industry.
- To carry on the business of mechanical engineers, mechanists, fitters, gas pipe manufacturers, millwrights, founders, wire drawers, tube makers, metallurgist, saddlers, enamellers, galvanizers, jappaners, annealers, electroplaters and printer and all type of castings and forging.

2. **Imperial Martor Engine Tubes Private Limited ("Transferor Company 2")**: The Transferor Company 2 was incorporated on 16<sup>th</sup> January, 2008 with the Registrar of Companies, Pune under the name and style of "Imperial Martor Engine Tubes Private Limited" with the Corporate Identification No. U29299PN2008PTC131281, PAN No. AABC18534R. **Whereas**, The Company has shifted its Registered Office from the State of Maharashtra to NCT of Delhi under the Jurisdiction of Registrar of Companies, NCT of Delhi & Haryana vide Regional Director ("RD") order No. **RD/Section13/SRN AB3944187/3975** dated **July 01, 2025** and allotted new CIN: U29299DL2008PTC453099 on August 11, 2025 and now its present registered office address 202 Kushal Bazar, 32-33, Nehru Place, New Delhi 110019, and the E-mail id is [csimperial@impauto.com](mailto:csimperial@impauto.com). The main objects of the Transferor Company 2 as set out in Clause III(a) of its Memorandum of Association are, inter alia, as follows:

- To carry on the business of manufacturing, processing, assembling, fabricating, forging, marketing, produce, buy, sell, import and export and otherwise deal in all kinds of automobile parts, automotive parts, spares, components, accessories, ancillaries, for any kind of vehicles, and to deal in all types of tools, plants, equipment's, instruments, appliances and hardware of all kinds related to automobile.
- To carry on the business as tracers, dealers, importers, exporters, assemblers, factors, stockists, fabricators, repairs and manufacturers as principals and agents in India or abroad of automobile parts, automotive parts, sheet metal components for any types of automobile and automotive industries, engineering rubber and other automobiles electrical engineering items, all components for generator sets, technology, motor-mounting,

*Jagjit Singh*

For Imperial Martor Engine Tubes Private Limited



Director

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For Imperial Auto Industries Limited

*Jarun Lamba*  
Executive Vice-Chairman & Whole Time Director

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vibration isolators of all kinds of vehicles and other carriages connected with automobile industry as a whole.

3. **Imperial Auto Industries Limited ("Transferee Company"):** The Transferee Company is a company incorporated on 22<sup>nd</sup> April 1975 as Private Company with the Registrar of Companies, Delhi **AND WHEREAS** the Company was converted from Private Limited to Limited on 12<sup>th</sup> July 1994. The Corporate Identification No. of the Company is U74899DL1975PLC007737 and PAN No. AAACI0645J. The registered office of the Transferee Company is situated at 202 Kushal Bazar 32-33 Nehru Place, New Delhi, 110019 and the E-mail id is [csimperial@impauto.com](mailto:csimperial@impauto.com). The main objects of the Transferee Company as set out in Clause III(A) of its Memorandum of Association are, inter alia, as follows:

- To manufacture all types and varieties of components and fitting of automobiles, lorries, wagons, tractors, motorcycles, scooter and other similar vehicles or agriculture auto implements under licences and/or permits from associates abroad or otherwise under the company's or the collaborators trade name and marks and to sell such manufactured articles in India and abroad.
- To carry on the business as dealers, importers and exporters of all types of motor vehicles, oil engines, tyre, tubes, accessories, parts and such other mechanical or rubber products as are used and dealt with in automobile trade and industry.
- To do all types of assembly repair and fabrication work according to customer's specification in automobile trade and industry.
- To carry on the business of mechanical engineers, mechanists, fitters, gas pipe manufacturers, millwrights, founders, wire drawers, tube makers, metallurgist, saddlers, enamellers, galvanizers, jappaners, annealers, electroplaters and printer and all type of castings and forging.

4. **The Transferor Company 1 and Transferor Company 2 are wholly owned Subsidiaries of the Transferee Company. Hence, in consideration, the Transferee Company will not issue any shares under the Scheme of Amalgamation and the existing shareholding of Transferee Company in**

Jagjit Singh

For Imperial Motor Engine Tubes Private Limited



6 Director

For Imperial Auto Industries Limited

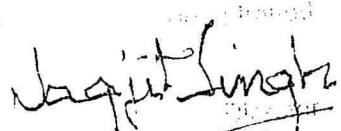
Jarun Lambh  
Executive Vice-Chairman & Whole Time Director

Transferor Companies (held directly or through its nominees) will get cancelled pursuant to the Scheme of Amalgamation.


### III. RATIONALE AND BENEFITS OF THE SCHEME OF MERGER

The rationale for, and the benefits of, the merger of the Transferor Companies into and with the Transferee Company are, inter alia, as follows:

1. **Creation of synergies:** The merger will help in reducing cost and improving profitability by combining the businesses of the Transferors and the Transferee Company. The merger will create synergies through economies of scale and allow for more efficient management and administration.
2. **Streamlining the structure:** Simplification of group structure by eliminating companies having similar objectives and similar businesses.
3. **Consolidation of business resources:** The merger would lead to greater and efficient use of infrastructure facilities and optimum utilisation of the financial resources, managerial, technical and marketing expertise of the Transferor Companies and the Transferee Company.
4. **Reduction in costs:** Cost savings are expected to flow due to more focused operational efforts, rationalisation, usage of common resource pools like human resource, administration, finance, accounting, legal, technology and other related functions, leading to elimination of duplication and rationalisation of administrative expenses.
5. **Value maximisation:** The merger would result in maximising overall shareholder value and will improve the financial position of the Transferee Company. It will also result in greater efficiency in cash management of the Transferee Company and unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund growth opportunities, to maximise shareholder value.
6. **Improved organizational capabilities and leadership:** arising from the pooling of human capital that has the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.

  
Jagjit Singh  
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For Imperial Motor Engine Tubes Private Limited

  
Director  
7 @

For Imperial Auto Industries Limited

  
Executive Vice-Chairman & Whole Time Director  
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In view of the aforesaid, the Board of Directors of the Transferor Companies and Transferee Company have formulated this Scheme of Merger for the Merger of the Transferor Companies with the Transferee Company pursuant to the provisions of Section 233 and other relevant provisions and amendments of the Companies Act, 2013 read with the Rule 25 of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. The Scheme is not, in any manner, prejudicial to the rights and interests of either the shareholders or the creditors of Transferor Companies and the Transferee Company and the Scheme provides for various other matters consequential to or otherwise integrally connected with the Merger of Transferor Companies into the Transferee Company.

#### IV. PARTS OF THE SCHEME

The Scheme of Merger is divided into following parts:

1. **Part A** – Deals with definition of the terms used in this Scheme and setting out the share capital of Transferor Company 1, Transferor Company 2, and Transferee Company and other details of the Transferor Companies and Transferee Company.
2. **Part B** – Deals with the merger of Transferor Company 1 and Transferor Company 2 with Transferee Company and its related aspects.
3. **Part C** – Deals with the consideration for the merger.
4. **Part D** – Deals with the accounting treatment of the merger.
5. **Part E** – Deals with the dissolution of the Transferor Companies and the general terms and conditions applicable to this Scheme of Merger and other matters consequential and integrally connected thereto.

Part B of this Scheme has been drawn up to comply with the conditions relating to "merger" as specified under Section 2(1B) of the Income-tax Act, 1961. If any term(s) or provision(s) of Part B of this Scheme is/ are inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall prevail and Part B of this Scheme shall stand modified to the extent

For Imperial Motor Engine Tubes Private Limited

For Imperial Auto Industries Limited

*Jasjit Singh*



Director

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*Jasvir Lamba*  
Executive Vice-Chairman & Whole Time Director

necessary to comply with Section 2(1B) of the Income-tax Act, 1961, such that the modification do not affect other parts of the Scheme.

For Imperial Motor Engine Tubes Private Limited  
*Jaqjit Singh*

For Imperial Motor Engine Tubes Private Limited

Director

For Imperial Auto Industries Limited

Executive Vice-Chairman & Whole-Time Director



PART A

DEFINITIONS, SHARE CAPITAL AND OTHER DETAILS

1. DEFINITIONS

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

- 1.1. "Act" shall mean the Companies Act, 2013, and ordinances, rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereof;
- 1.2. "Accounting Standards" means the applicable Indian accounting standards in force in India from time to time, consistently applied during the relevant period, including the generally accepted accounting principles and standards specified under Section 133 of the Act, read with relevant Rules thereunder and all pronouncements including the Guidance Notes and other authoritative statements of the Institute of Chartered Accountants of India;
- 1.3. "Appointed Date" means 1 April 2025, or such other date as the Central Government/ Regional Director or such other authorities may direct or approve under the relevant provisions of the Act;
- 1.4. "Board of Directors" or "Board" means the board of directors of the Transferor Company 1 or Transferor Company 2 or the Transferee Company or all of the above, as the case may be, and shall include any duly constituted committee thereof, or any person authorised by the board of directors or by such committee of directors;
- 1.5. "Effective Date" means the latter of the dates on which the certified true copies of the orders of the Central Government/ Regional Director or such other authorities sanctioning the Scheme, are filed with the Registrar of Companies, Delhi and Haryana by all the Transferor Companies and the Transferee Company respectively;
- References in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme being effective" shall mean the Scheme coming into effect or becoming effective on the Effective Date with effect from the Appointed Date as per the provisions of Section 232(6) of the Companies Act, 2013;

Jagjit Singh

For Imperial Motor Engine Tubes Private Limited



10 Director

For Imperial Auto Industries Limited

Jarvin Lamba  
Executive Vice-Chairman & Whole Time Director

- 1.6. **“Government Authority”** means the Central Government, any applicable State or Local Government, legislative body, statutory or regulatory or administrative authority, government department or agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over any / all of the Transferor Companies and/or Transferee Company;
- 1.7. **“Holding Company” or “Transferee” or “Transferee Company”** means Imperial Auto Industries Limited (CIN: U74899DL1975PLC007737), a public limited company, incorporated under the Companies Act, 1956, on 22<sup>nd</sup> April 1975 having its registered office at 202 Kushal Bazar 32-33 Nehru Place, New Delhi, 110019;
- 1.8. **“Income-tax Act”** means the Income-tax Act, 1961, and shall include any statutory modifications, re-enactment or amendment thereof and shall include the Direct Tax Code or any similar law or enactment as and when brought into force;
- 1.9. **“Input Tax Credit”** means CENVAT Credit as defined under the CENVAT Credit Rules, 2004 and GST Input credit as defined in Central Goods & Service Tax Act, 2017 ('CGST'), Integrated Goods & Service Tax Act, 2017 (IGST) and respective State Goods & Service Tax laws ('SGST') and any other tax credits under any indirect tax law (including Goods & Services Tax Act/ Rules) for the time being in force;
- 1.10. **“Record Date”** means date fixed by the Board of Directors or a committee as the case may be of the Transferor Companies and Transferee Company for the purpose of determining the members of Transferor Companies and Transferee Company approving the Scheme of Amalgamation;
- 1.11. **“Regional Director”** means the Regional Director, Northern Region, New Delhi, appointed by the Central Government as such, within whose jurisdiction the registered offices of the Transferor Companies and Transferee Company are respectively situated;

For Imperial Motor Engine Tubes Private Limited  
 Jagjit Singh

For Imperial Motor Engine Tubes Private Limited

*[Signature]*  
 Director

For Imperial Auto Industries Limited

*[Signature]*  
 Executive Vice-Chairman & Whole Time Director



1.12. "Registrar of Companies" or "ROC" means the Registrar of Companies, NCT of Delhi & Haryana.

1.13. "Rules" means the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

1.14. "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Merger in its present form as approved by the Board of the Transferor Companies and the Transferee Company submitted to the Regional Director and/ or with any modification(s) made under Clause 19 of this Scheme, as approved or directed by the Central Government/ Regional Director or any other appropriate authority;

1.15. "Shareholders" with respect to the Transferor Companies and the Transferee Company, means respectively, the person registered from time to time, as the holders of the equity shares or other forms of shares forming the issued and paid-up capital of the company concerned;

*Jagjit Singh*

For Imperial Motor Engine Tubes Private Limited

Director

For Imperial Auto Industries Limited

Executive Vice-Chairman & Whole Time Director



1.16. "Tax" or "Taxes" or "Taxation laws" means all forms of taxes, duties, fees, premiums, assessments, levies, imposts, social security charges and other charges of any kind whatsoever (whether or not contingent, recorded, assessed, disputed, whether or not in relation to or on account of assessment, reassessment, notice, proceedings, compounding, non-compliance, non-filing, non-preparation of documents, reports including but not limited to pursuant to any surveys or summons) imposed by any Government Authority, including, without limitation, goods and services tax, corporate income tax, minimum alternate tax, wage withholding tax, other withholding tax (i.e. interest, rent, etc.), provident fund, employee state insurance and gratuity contributions, value added tax, service tax, professional tax, customs and excise duties, capital tax and other transaction taxes, stamp duty, dividend withholding tax, real estate taxes, municipal taxes and duties and environmental taxes and duties, together with all interest, penalties, fines, additions to tax, surcharges or other additional amounts imposed in respect or relating thereto that may be payable or due or levied, imposed upon or claimed to be owed in any relevant jurisdiction;

1.17. "Transferee company" means Imperial Auto Industries Limited.

1.18. "Transferor companies" means IAI Industries Limited ("Transferor Company 1") and Imperial Martor Engine Tubes Private Limited ("Transferor Company 2") taken together.

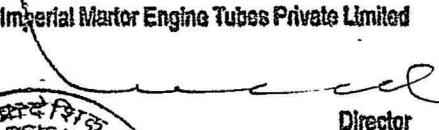
1.19. "Undertakings" shall mean whole of the undertaking and entire business of the Transferor Company 1 and Transferor Company 2 as going concern and shall include (without limitation):

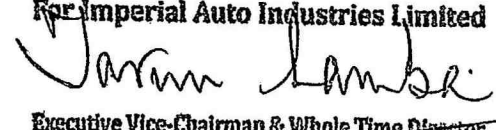
- a) All the assets and properties (whether movable or Immovable; tangible or intangible; real or personal; corporeal or incorporeal; present, future or contingent) of the Transferor Companies, including, without being limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, capital work in progress, sundry debtors, furniture, fixtures, office equipment, appliances, accessories, power lines, depots, deposits, all stocks, stocks of fuel, assets, investments of all kinds (including shares scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash balances or deposits with banks, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by

For Imperial Martor Engine Tubes Private Limited

For Imperial Auto Industries Limited

Jagjit Singh





Director

Executive Vice-Chairman & Whole Time Director



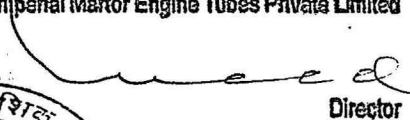
the Transferor Companies including advance income-tax, self-assessment tax, taxes deducted at source by customers of the Transferor Companies, foreign tax credits of the Transferor Companies, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including Input Tax Credit, Goods & Services Tax Input Tax Credit, sales tax deferrals, service tax refunds, Goods & Services Tax refunds, state value added tax, title, interests, other benefits (including tax benefits), easements, privileges, liberties and advantages of whatsoever nature and whosoever's situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies or in connection with or relating to the respective Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies, whether in India or abroad;

- b) All debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Companies and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized;
- c) All other obligations of whatsoever kind, including liabilities in respect of the employees of Transferor Companies with regard to the payment of gratuity, pension benefits and the provident fund or compensation, if any, in the event of voluntary retirement or retrenchment;
- d) All staff, workmen, employees or other labour of the Transferor Companies;
- e) All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, fuel linkages, engagements,

For Imperial Motor Engine Tubes Private Limited

For Imperial Auto Industries Limited

Jagjit Singh

  
Director

  
Executive Vice-Chairman & Whole Time Director



arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind. nature and description whatsoever relating to the Transferor Companies' business activities and operations;

- f) Entitlements, including tenancy rights, held by the Transferor Companies or which may accrue or become due to it as on the Appointed Date or may become so due or entitled to thereafter;
- g) All intellectual property rights, records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the Transferor Companies' business activities and operations;
- h) Amounts claimed by the Transferor Companies whether or not so recorded in the books of account of the Transferor Companies from any Governmental Authority, under any law, act or rule in force, as refund of any tax, duty, cess or of any excess payment.
- i) Right to any claim, whether preferred or made by Transferor Companies or not, in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, with regard to any law, act or rule or Scheme made by the Governmental Authority, and in respect of set-off, carry forward of un-absorbed losses, availability of Minimum Alternate Tax credit, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, deferment of sales tax, etc. under the Income-tax Act, 1961, and the CENVAT / MODVAT credit balances under the Central Excise Act, 1944, Input Tax Credit under Goods & Services Tax legislations, export benefits under the Foreign Trade Policy or any other or like benefits under the said acts or order and in accordance with any law or any act.


1.20. **"Wholly Owned Subsidiary 1" or "Transferor 1" or "Transferor Company 1"** means IAI Industries Limited (CIN: U74899DL1995PLC069837), a public limited company, incorporated under the Companies Act, 1956, on 15<sup>th</sup> June 1995, having its registered office at 202, Kushal Bazar, 32-33, Nehru Place, New Delhi, 110019;

1.21. **"Wholly Owned Subsidiary 2" or "Transferor 2" or "Transferor Company 2"** means Imperial Martor Engine Tubes Private Limited (CIN:

*Jagjit Singh*  
For Imperial Martor Engine Tubes Private Limited  
Director

*Jarun Lamba*  
For Imperial Auto Industries Limited  
Executive Vice-Chairman & Whole Time Director

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U29299PN2008PTC131281), a private limited company, incorporated under the Companies Act, 1956, on 16<sup>th</sup> January, 2008, having its previous registered office address at Gat No. 436, Alandi Phata, Medankarwadi, Chakan, Pune, Maharashtra, India, 410501. The Company has shifted its Registered Office from the State of Maharashtra to NCT of Delhi under the Jurisdiction of Registrar of Companies, NCT of Delhi & Haryana vide Regional Director ("RD") order No. **RD/Section13/SRN AB3944187/3975** dated **July 01, 2025** and allotted new CIN: U29299DL2008PTC453099 on August 11, 2025 and now its present registered office address 202 Kushal Bazar, 32-33, Nehru Place, New Delhi 110019

2. **INTERPRETATION OF THE SCHEME**

All terms and words not defined in this Scheme of Amalgamation shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning prescribed 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 from time to time.

3. **SHARE CAPITAL**

3.1 **Transferor Company 1**

The authorised, issued, subscribed and paid-up capital of IAI Industries Limited ("Transferor Company 1") as of 1<sup>st</sup> April 2025, was as follows:

<b>Authorised Share Capital</b>	<b>Amount (Rs.)</b>
50,00,000 Equity Shares of Rs. 10/- each	5,00,00,000
<b>Total</b>	<b>5,00,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>Amount (Rs.)</b>
45,00,000 Equity Shares of Rs. 10/- each, fully paid up	4,50,00,000
<b>Total</b>	<b>4,50,00,000</b>

After 1<sup>st</sup> April 2025, there has been no change in the Authorized, Issued, Subscribed and Paid-up share capital of IAI Industries Limited ("Transferor Company 1").

*Jaagjit Singh*

For Imperial Motor Engine Tubes Private Limited



Director

For Imperial Auto Industries Limited

*Jaagjit Singh*  
Executive Vice-Chairman & Whole Time Director

3.2 **Transferor Company 2**

The authorised, issued, subscribed and paid-up capital of Imperial Martor Engine Tubes Private Limited ("Transferor Company 2") as of 1<sup>st</sup> April 2025, was as follows:

<b>Authorised Share Capital</b>	<b>Amount (Rs.)</b>
2,50,00,000 Equity Shares of Rs. 10/- each	25,00,00,000
<b>Total</b>	<b>25,00,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>Amount (Rs.)</b>
2,36,50,000 equity shares of Rs. 10/- each fully paid up	23,65,00,000
<b>Total</b>	<b>23,65,00,000</b>

After 1<sup>st</sup> April 2025, there has been no change in Authorized, Issued, Subscribed and Paid-up share capital of Imperial Martor Engine Tubes Private Limited ("Transferor Company 2").

3.3 **Transferee Company**

The authorised, issued, subscribed and paid-up capital of Imperial Auto Industries Limited ("Transferee Company") as of 1<sup>st</sup> April 2025 was as follows:

<b>Authorised Share Capital</b>	<b>Amount (Rs.)</b>
15,00,00,000 Equity Shares of Rs. 10/- each	1,50,00,00,000
<b>Total</b>	<b>1,50,00,00,000</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	<b>Amount (Rs.)</b>
14,33,52,325 equity shares of Rs. 10/- each fully paid up	1,43,35,23,250
<b>Total</b>	<b>1,43,35,23,250</b>

After 1<sup>st</sup> April 2025, there has been no change in Authorized, Issued, Subscribed and Paid-up share capital of Imperial Auto Industries Limited ("Transferee Company").

For Imperial Martor Engine Tubes Private Limited

For Imperial Auto Industries Limited

*Jagjit Singh*



Director

*Jayram Lamber*  
Executive Vice-Chairman & Whole Time Director


4. **DATE OF TAKING EFFECT AND EFFECTIVE DATE**

The Scheme set-out herein in its present form or with any modification(s) approved or imposed or directed by the Central Government/ Regional Director or any other appropriate authority shall , although operative from the appointed date, shall take effect finally upon the date (hereinafter referred to as "Effective Date") on which certified copy of the order or Regional Director, Northern Region under Section 233 of the Companies Act, 2013 shall be filed with the office of the Registrar of Companies, NCT of Delhi and Haryana.

Imperial Auto Industries Limited  
*Jagjit Singh*  
Director

For Imperial Motor Engine Tubes Private Limited  
*[Signature]*  
Director

Imperial Auto Industries Limited  
*Jayram Lamba*  
Executive Vice-Chairman & Whole Time Director



PART B

MERGER OF THE TRANSFEROR COMPANIES INTO THE TRANSFEREE COMPANY

5. MERGER OF TRANSFEROR COMPANIES

5.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all the businesses, properties, assets and liabilities and the Undertakings of the Transferor Companies shall, pursuant to the sanction of this Scheme by the RD and pursuant to the provisions of Section 233 and other applicable provisions, if any, of the Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the properties, assets and liabilities and Undertakings of the Transferee Company by virtue of and in the manner provided in this Scheme and in consonance with Section 2(1B) of the Income-tax Act, 1961.

5.2 **Transfer of Assets:**

5.2.1. Without prejudice to the generality of Clause 5.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:

- a) All the assets (whether movable or immovable) and properties whether comprised in any Undertaking or otherwise, of the Transferor Companies, of whatsoever nature and wheresoever situated, shall, under the provisions of Section 233 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the assets and properties of the Transferee Company.
- b) Without prejudice to the provisions of Clause 5.2.1 (a) 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 transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Companies and shall, upon such transfer, become the assets and

*Jagjit Singh*  
Director


For Imperial Motor Engine Tubes Private Limited

*[Signature]*  
Director

For Imperial Auto Industries Limited

*[Signature]*  
Executive Vice-Chairman & Whole Time Director

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properties of the Transferee Company, without requiring any separate deed or instrument or conveyance for the same.

- c) In respect of movables other than those dealt with in Clause 5.2.1 (b) above including sundry debts, inventory, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, cash and 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 (including income-tax, service tax authorities, state value added tax authorities, Goods & Services Tax authorities and any other indirect tax authorities), the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company).
- d) All the licenses, permits, quotas, contracts (together with all non-compete covenants), approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall, under the provisions of Section 233 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 or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date, the licenses, permits, quotas, contracts (together with all non-compete covenants), approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and condition and shall be appropriately registered by the relevant statutory authorities in favour of the Transferee Company pursuant to this Scheme, in order to facilitate the continuation of operations of the Transferor Companies in the Transferee Company without any hindrance, on and from the Appointed Date.

For Imperial Motor Engine Tubes Private Limited

For Imperial Auto Industries Limited

Jagjit Singh



Director

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Executive Vice-Chairman & Whole Time Director

5.2.2. In so far as various incentives, subsidies, special status and other benefits or privileges (including but not limited to right to claim credit in respect of all advance taxes, tax deducted at source, tax collected at source, Minimum Alternate tax credit, Service tax input credit balances, tax losses, all state value added tax input credit balances and Input Tax Credit under Goods & Services Tax legislation, Export benefits and all other rights including sales tax deferrals and exemptions and other benefits) granted by any Government body, local authority or by any other person and availed of by the Transferor Companies is concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

5.2.3. Upon the transfer of each of the permissions, approvals, consents, sanctions, remissions, special reservations, sales tax remissions, tax exemptions and benefits, incentives, concessions and other or similar authorizations of the Transferor Companies to the Transferee Company and pursuant to the order of the RD, the Transferee Company shall file the relevant notifications and communications, if any, for the record of the appropriate authorities which shall take them on record.

### 5.3 Transfer of Liabilities:

5.3.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities including but not limited to all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors liabilities (including contingent liabilities), duties and obligations and Undertaking of the Transferor Companies, all other obligations (including any guarantees, letter of credit or any other instrument or arrangement which may give rise to a contingent liability in whatever form) whether relating to and comprised in any of the Undertaking or otherwise, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the Liabilities), shall, pursuant to the sanction of this Scheme by the Regional Director, Northern Region and under the provisions of Section 233 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be

For Imperial Motor Engine Tubes Private Limited

For Imperial Auto Industries Limited

Jagjit Singh



Director

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Jatin Lamba  
Executive Vice-Chairman & Whole Time Director

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.

- 5.3.2. All debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date, whether or not provided in the books of the Transferor Companies, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Companies on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.
- 5.3.3. Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date have been discharged or satisfied by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
- 5.3.4. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the 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 appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.

#### 5.4 Encumbrances

- 5.4.1. The transfer and vesting of the properties, assets, liabilities and Undertaking of the Transferor Companies to and in the Transferee Company under Clauses 5.1 to 5.3 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- 5.4.2. All the existing securities, mortgages, charges, encumbrances or liens (the Encumbrances), if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the properties, assets, Undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such encumbrances secure or relate to Liabilities of the Transferor

For Imperial Motor Engine Tubes Private Limited

Jagjit Singh



Director

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Jarjan Lamba  
Executive Vice-Chairman & Whole Time Director

Companies, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such encumbrances shall not relate or attach to any of the other assets of the Transferee Company.

- 5.4.3. The existing encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.
- 5.4.4. Any reference in any security documents or arrangements (to which the Transferor Companies are a party) to the Transferor Companies and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Companies transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Companies and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/ or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.
- 5.4.5. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.
- 5.4.6. It is expressly provided that no other terms or conditions of the liabilities transferred to the Transferee Company are modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 5.4.7. The provisions of this Clause 5.4 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

**5.5 Inter-se Transactions:**

*Jaagjit Singh*  
Director



For Imperial Motor Engine Tubes Private Limited

Director

For Imperial Auto Industries Limited

Executive Vice-Chairman & Whole Time Director

Without prejudice to the provisions of Clauses 5.1 to 5.4, with effect from the Appointed Date, any loans, advances, obligations and any other transactions (including any billings, guarantees, letters of credit, letters of comfort or any other instruments or arrangements) between the Transferor Companies and the Transferee Company shall, ipso facto, stand cancelled and discharged and there shall be no rights, liabilities or obligations outstanding as between the relevant parties and appropriate effect shall be given to such cancellation and discharge in the books of accounts and records of the Transferee Company. For the avoidance of doubt, it is hereby clarified that with effect from the Appointed Date, there will be no accrual of interest or other charges in respect of any loans, advances and other obligations as between any of the Transferor Companies and the Transferee Company. In so far as any shares, securities, debentures or notes issued by the Transferor Companies, and held by the Transferee Company and vice versa are concerned, the same shall, stand cancelled without any further act or deed as on the Effective Date, and shall have no effect and the Transferor Companies or the Transferee Company, as the case may be, shall have no further obligation outstanding in that behalf.

6. **STAFF, WORKMEN & EMPLOYEES**

6.1 On the Scheme becoming effective, all staff, workmen and employees or other labour of the Transferor Companies, if any, in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date or the date of joining whichever is later, without any break or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company (i.e. cost-to-company basis, in monetary terms) shall not be less favourable than those applicable to them with reference to their employment with the Transferor Companies on the Effective Date.

6.2 It is clarified that the staff, workmen, employees or other labour of the Transferor Companies who become staff, workmen, employees or other labour of the Transferee Company by virtue of this Scheme, shall be entitled to the employment policies and shall be entitled to avail of any schemes and benefits that may be applicable and available to any of the staff, workmen, employees or other labour of the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, validly entered into by the Transferor

Vagjit Singh

For Imperial Motor Engine Tubes Private Limited



Director

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For Imperial Auto Industries Limited

Executive Vice-Chairman & Whole Time Director

Companies with any staff, workmen, employees or other labour of the Transferor Companies, recognized by the respective Transferor Companies.

6.3 It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff, workmen and employees of the Transferor Companies and the investments made out of such funds shall become trusts/ funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such fund or funds shall become those of the Transferee Company. It is clarified that, for the purpose of the said fund or funds, the services of the staff, workmen and employees of the Transferor Companies will be treated as being continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Companies. Alternatively, in the event the Provident Fund, Gratuity Fund, Superannuation Fund or any other special fund or trust, if any, created or existing, for the benefit of the staff, workmen and employees of the Transferor Companies, is not transferred, the Transferee Company will undertake necessary steps or similar funds to be set up by the Transferee Company to compensate the employees of the Transferor Companies for the same.

6.4 The provident fund, gratuity fund, and superannuation fund dues, if any, of the employees of the Transferor Companies, subject to the necessary approvals and permissions and at the discretion of the Transferee Company either be continued as a separate fund of the Transferee Company for the benefit of the employees or be transferred to and merged with the similar funds of the Transferee Company. The Transferee Company shall continue to make contributions into the provident fund accounts of employees maintained under the registration of the Transferor Companies; till such time the accounts are transferred under the registration of the Transferee Company. The Transferee Company shall also continue to make contributions to the gratuity fund and superannuation fund, if any, maintained by the Transferor Companies, till the date of completion of the transition.

6.5 In the event that the Transferee Company does not have its own fund with respect to any such fund or funds, the Transferee Company may, subject to necessary

For Imperial Motor Engine Tubes Private Limited

For Imperial Auto Industries Limited

Jagjit Singh

*[Handwritten Signature]*

Director

*[Handwritten Signature]*  
Executive Vice-Chairman & Whole Time Director



approvals and permissions, continue to maintain the existing Funds separately and contribute thereto, until such time as the Transferee Company creates its own funds at which time the Funds and the investments and contributions pertaining to the staff, workmen, employees or other labour of the respective Transferor Companies shall be transferred to such funds of the Transferee Company.

- 6.6 For the purpose of above clauses 6.3 to 6.5, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever including the administration or operation of such funds according to the terms provided in the trust deeds governing such funds. It is the aim and the intent of this Scheme that all rights, duties, powers and responsibilities of the Transferor Companies in relation to such funds shall become the rights, duties, powers and responsibilities of the Transferee Company.

7. **LEGAL PROCEEDINGS**

If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies are pending, including those arising on account of taxation laws and other allied laws, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the arrangement by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, 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. **CONTRACTS, DEEDS, ETC., AND POWER TO GIVE EFFECT TO THIS PART**

- 8.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, Memorandum of Understanding (MOU), licences, permits, registrations, approvals and other instruments, if any, of whatsoever nature to which any / all of the Transferor Companies is a party and subsisting or having effect on the Effective Date, shall, without any further act, instrument or deed, be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party thereto,

Jagjit Singh



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Director

For Imperial Auto Industries Limited

Executive Vice-Chairman & Whole Time Director

notwithstanding the terms contained in such contracts, deeds, bonds, agreements, MOU, licences, permits, registrations, approvals and other instruments.

- 8.2 On and from the Effective Date, all rights, services, obligations, liabilities, responsibilities undertaken by or in favour of the Transferor Companies under any contractual arrangements shall automatically stand transferred to and vest in and/ or shall be deemed to have been transferred to and vested in Transferee Company and all benefits to which the Transferor Companies are entitled to shall be available to and vest in and/ or shall be deemed to have been available to and vested in Transferee Company, as a successors-in-interest and the Transferee Company shall be entitled to deal with the same in place and instead of the Transferor Companies, as if the same were originally performed or conferred upon or issued or executed in favour of the Transferee Company and the rights and benefits under the same will be available to the Transferee Company without any further act or deed.
- 8.3 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Undertakings occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which any of the Transferor Companies are a party or enter into and/ or issue and/ or execute deeds, writings or enter into any tripartite arrangements, confirmations or novation, to which any of the Transferor Companies may, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of any and all of the Transferor Companies and to implement or carry out all formalities or compliances required for this purpose on the part of the Transferor Companies.
- 8.4 Upon the Scheme being effective, the Transferee Company shall be entitled to operate all bank accounts, realise all monies and complete and enforce all pending contracts and transactions in the name of the Transferor Companies to the extent necessary until the transfer of the rights and obligations of the Transferor Companies to the Transferee Company under the Scheme is formally accepted and completed by the parties concerned.

For IAI Industries Limited

*Jagjit Singh*  
Director

For Imperial Motor Engine Tubes Private Limited



*[Signature]*  
Director

For Imperial Auto Industries Limited

*[Signature]*  
Executive Vice-Chairman & Whole Time Director

8.5 All cheques and other negotiable instruments and payment orders received in the name of the Transferor Companies after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company. Similarly, the banker of the Transferee Company shall honour cheques issued by the Transferor Companies for payment on or after the Appointed Date and presented after the Effective Date.

8.6 For the avoidance of doubt, it is also clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, leases, clearances, authorities, power of attorney given by, issued to or in favour of the Transferor Companies, or any applications pending approval before any authority with regard to obtaining such consents, permissions, licenses, certificates, leases, clearances, authorities etc. by the Transferor Companies, in relation to its Undertakings 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.

9. **TAXATION MATTERS**

9.1 Upon the Scheme coming into effect, Transferee Company through its Board of Directors, or any person(s) or committee authorised/ appointed by them, may carry out or assent to any modifications/ amendments to the corporate income tax return, tax deducted at source (TDS) returns, tax collected at source (TCS) returns, Goods and Services Tax (GST) return, professional tax return or any other return and other documents filed by the Transferor Companies for periods falling prior to the Appointed Date if required, in relation to taxation and other allied laws, as are considered appropriate by them (i.e., the Board of Directors or the person(s)/ committee). Further, the Transferee Company shall, after the Effective Date, be entitled to revise the relevant returns if any, filed by the Transferor Companies for any year, if so necessitated or consequent to this Scheme. The Transferee Company shall also be entitled to revise its own tax returns as may be required to take into accounts the amalgamation.

*Jaagjit Singh*

For Imperial Motor Engine Tubes Private Limited

*[Signature]*

Director

For Imperial Auto Industries Limited

*[Signature]*

Executive Vice-Chairman & Whole Time Director



9.2 Upon the Scheme coming into effect, all taxes payable, allocable or related to the businesses of the Transferor Companies under the Income-tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, Central Sales Tax Act, 1956, Finance Act, 1994, Central Goods And Services Tax Act, 2017, respective State Goods and Services Tax Act, Value Added Tax and Services Tax Act, State Acts, or other applicable laws/regulations dealing with taxes/ duties/ levies/ surcharge/ cess (hereinafter referred to as "Tax Laws"), to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the account of the Transferee Company. Similarly, all credits for tax deduction at source on income of the Transferor Companies, or obligation for deduction of tax at source on any payment made by or to be made by the Transferor Companies shall be made or deemed to have been made and duly complied with by the Transferee Company if so made by the Transferor Companies. Similarly, any advance tax payment required to be made for by the specified due dates in the Tax Laws shall also be deemed to have been made by the Transferee Company if so, made by the Transferor Companies.

9.3 Any refunds under the Tax Laws due to the Transferor Companies consequent to the assessments made on the Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

The Transferee Company is expressly permitted to amend and/ or file returns of TDS/ TCS or other statutory certificates and/ or returns and shall have the right to claim refunds, advance tax credits, set offs, adjustments etc., relating to their respective incomes/ transactions from the Appointed Date. The TDS/ TCS/ advance tax/ self-assessment tax/ regular tax apart from the above 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 including any TDS/ TCS/ advance tax/ self-assessment tax/ regular tax, if any of the Transferor Companies on inter se transactions during the period between Appointed Date and the Effective Date shall be deemed to be the TDS/ TCS/ advance tax/ self-assessment tax/ regular tax paid by the Transferee Company and credit for such TDS/ TCS/ advance tax/ self-assessment tax/ regular tax shall be allowed to the Transferee Company notwithstanding that certificates or challans for

For Imperial Auto Industries Limited  
Jagjit Singh  
Director

For Imperial Maror Engine Tubes Private Limited



Director

For Imperial Auto Industries Limited

Jarun Lamba  
Executive Vice-Chairman & Whole Time Director

TDS/ TCS/ advance tax/ self-assessment tax/ regular tax are in the name of the Transferor Companies and not in the name of the Transferee Company.

- 9.4 It is declared that any benefit of carry forward and set off of any accumulated tax losses, allowance of unabsorbed depreciation, Minimum Alternative Tax Credit, concessions or any other benefits and credits up to the Appointed Date to which any of the Transferor Companies are entitled under the Income-tax Act, 1961 and advantages of whatsoever nature and wheresoever situated belonging to or in possession of or granted in favour of or enjoyed by Transferor Companies will be transferred to the Transferee Company.
- 9.5 Further any tax holiday/deduction/exemption enjoyed by the Transferor Companies under Income-tax Act, 1961 would be transferred to the Transferee Company.
- 9.6 Any refund or credit under the Tax Laws due to the Transferor Companies consequent to the assessments made on the Transferor Companies shall also belong to and be received by the Transferee Company.
- 9.7 All taxes of any nature, duties, cesses, levies or any other like payments or deductions made by the Transferor Companies or any of its agents to any statutory authorities such as income tax, sales tax, service tax, goods and service tax, etc. or any tax deduction/ collection at source, tax credits under Tax Laws, relating to the period after the Appointed Date shall be deemed to have been on account of or paid by the Transferee Company, and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the Effective Date and upon filing of necessary forms and relevant proof and documents being provided to the said authorities.

Jagjit Singh

For Imperial Motor Engine Tubes Private Limited

Director



For Imperial Auto Industries Limited

Executive Vice-Chairman & Whole Time Director

PART C

CONSIDERATION FOR MERGER

10. CONSIDERATION FOR MERGER

10.1 Since the Transferor Companies are wholly owned subsidiaries of the Transferee Company, upon the Scheme being sanctioned by the Central Government/ Regional Director or any such authority and having been effected as provided hereinabove, all the equity shares, held by the Transferee Company and its nominees in the Transferor Companies, shall be cancelled and extinguished, without any further application, act or deed. Accordingly, it is clarified that no consideration would be issued pursuant to the merger.

10.2 The shares or the share certificates of the Transferor Companies, in relation to the shares beneficially held by its members, shall without any further application, act, instrument or deed be deemed to have been automatically cancelled and be of no effect on and from the Effective Date, without any necessity of them being surrendered.

11. COMBINATION / MERGER OF AUTHORISED CAPITAL OF TRANSFEROR COMPANIES

11.1 Upon the Scheme coming into effect, the authorised share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to the Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended, as provided in Clause 11.2, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment, and no further resolution(s) under Section 13, Section 14, Section 61 or any other applicable provisions of the Act, shall be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the Transferor Companies on its authorised share capital shall be utilised and applied to the increased share capital of the Transferee Company and shall be deemed to have been so paid by the Transferee Company on such

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Jagjit Singh



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Director

Jarvin Lamba  
Executive Vice-Chairman & Whole Time Director

combined authorised share capital. The Transferee Company shall pay additional fees/ stamp duty, at the time of filing of the necessary forms, after setting off the fees/ stamp duty paid by the Transferor Companies.

- 11.2 Accordingly, in terms of this Scheme, the authorised share capital of the Transferee Company shall stand enhanced to an amount of Rs. 1,80,00,00,000 (Rupees One Hundred Eighty Crore Only) divided into 18,00,00,000 (Rupees Eighteen Crore Only) Equity shares of Rs. 10/- (Rupees Ten Only) each. The capital clause being Clause V of the Memorandum of Association of the Transferee Company shall stand substituted to read as follows:

**"V. "The Authorized Share Capital of the Company is Rs. 1,80,00,00,000/- (Rupees One Hundred Eighty Crore Only) divided into 18,00,00,000 (Eighteen Crore) Equity Shares of Rs.10/- each."**

*Jagjit Singh*

For Imperial Motor Engine Tubes Private Limited

Director

For Imperial Auto Industries Limited

Executive Vice-Chairman & Whole Time Director



PART D

ACCOUNTING TREATMENT FOR THE MERGER

12. ACCOUNTING TREATMENT FOR THE MERGER

Upon the Scheme becoming effective, the Transferee Company shall account for the merger of the Transferor Companies with the Transferee Company, in its books of accounts in accordance with "Pooling of Interest Method" of accounting as prescribed under the Appendix C – "Business combination of entities under common control" of Indian Accounting Standard (Ind AS) 103 "Business Combination" as notified under Section 133 of the Companies Act, 2013 read together with Companies (Indian Accounting Standard) Rules, 2015, as amended, and other accounting principles generally accepted in India, in the following manner:

- i. All the assets, liabilities and reserves pertaining to the Transferor Companies shall stand transferred to and vested in the Transferee Company pursuant to this Scheme, at their respective carrying values and in the same form as appearing in the consolidated financial statements of the Transferee Company;
- ii. In case of any difference in accounting policy amongst the Transferee Company and Transferor Companies, the accounting policies followed by the Transferee Company shall prevail and the difference shall be adjusted in the revenue reserves of the Transferee Company to ensure that the merged financial statements of Transferee Company reflect the financial position based on consistent accounting policies.
- iii. The identity of the reserves of Transferor Companies shall be preserved and they shall appear in the financial statements of the Transferee Company in the same form and manner as appearing in the aforesaid consolidated financial statements of the Transferee Company, prior to this Scheme becoming effective;
- iv. Inter-company balances if any, between the Transferee Company and the Transferor Companies shall stand cancelled and there shall be no further obligation in that behalf;

For IAI Industries Limited

*Jagjit Singh*  
-Director

~~For Imperial Engine Tubes Private Limited~~

*[Signature]*

Director

For Imperial Auto Industries Limited

*Jarun Lamba*  
Executive Vice-Chairman & Whole Time Director



- v. The investments in the equity share capital of the Transferor Companies as appearing in the books of accounts of the Transferee Company shall stand cancelled and there shall be no further right or obligation in that behalf;
- vi. The difference, if surplus, arising between the (i) carrying value of assets, liabilities and reserves pertaining to the Transferor Companies recorded as per clauses i, ii, iii and iv above and ii) carrying value of investment in equity shares of Transferor Companies in the books of Transferee Company as per clause v above, will be credited to 'Capital Reserve' in the financial statements of the Transferee Company and will be presented separately from other capital reserves with disclosure of its nature and purpose in the notes to the financial statements of the Transferee Company. If such difference is a deficit, then the same will be adjusted against the existing capital reserve and revenue reserves of the Transferee Company, in that order, and unadjusted remaining amount, if any, will be recorded separately as 'Amalgamation Adjustment Deficit Account' under 'Other Equity';
- vii. All expenses cost and charges (including stamp duty, registration charges, taxes, etc.) arising out of the scheme including transfer of assets of the Transferor Companies to the Transferee Company in terms of the scheme will be charged to Statement of Profit and Loss of the Transferee Company;
- viii. The comparative financial information presented in the standalone financial statements of the Transferee Company shall be restated as if the merger had occurred from the beginning of the comparative period in the standalone financial statements or from the time when the entities came under common control, whichever is later.

13. **TRANSACTIONS BETWEEN THE APPOINTED DATE AND THE EFFECTIVE DATE**

During the period from the Appointed Date to the Effective Date:

- 13.1 The Transferor Companies shall carry on and be deemed to have carried on its business and activities as hitherto and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the properties, assets, liabilities and Undertakings on account of and for the benefit of and in trust for, the Transferee Company.

For IAI Industries Limited

*Jagjit Singh*  
Director

For Imperial Motor Engines Tubes Private Limited

*[Signature]*  
Director

For Imperial Auto Industries Limited


*[Signature]*  
Executive Vice-Chairman & Whole Time Director



- 13.2 The Transferor Companies shall carry on its business and activities in the ordinary course of business with reasonable diligence and business prudence.
- 13.3 All the profits or income accruing or arising to the Transferor Companies and all expenditure or losses incurred or arising (including all taxes, if any, paid or accruing in respect of any profits and income) to the Transferor Companies, shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses, as the case may be (including taxes) of the Transferee Company and shall be available to the Transferee Company for being disposed of in any manner as it thinks fit.
- 13.4 All Taxes paid and payable by and statutory compliances by, for, or on behalf of, the Transferor Companies with respect to the income, expenditure, services, sales or property or relating to the establishment, operation and maintenance of its business of the Transferor Companies shall be treated as corresponding tax paid and statutory compliance by, for, and on behalf of, the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 13.5 Any of the rights, powers, benefits, incentives, authorities and privileges attached, related or pertaining to and exercised by or available to the Transferor companies relating to its business or activities of the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of, 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 or discharged for and on behalf of as an agent for the Transferee Company.
- 13.6 The Transferor Companies shall carry on their businesses and activities with due diligence and business prudence. s and from the date of acceptance of this Scheme by the Board of Directors of the Transferor Companies and the Board of Directors of Transferee Company and till the Effective Date, the Transferor Companies shall not alienate, charge, mortgage, encumber or otherwise deal with the assets pertaining to their respective businesses or any part thereof, without the prior written concurrence of the Board of Directors of Transferee Company.

For Imperial Maror Engine Tubes Private Limited

*Jasjit Singh*



*[Signature]*

Director

For Imperial Auto Industries Limited

*[Signature]*

Executive Vice-Chairman & Whole Time Director

13.7 With effect from the date of filing of this Scheme with the RD and up to and including the Effective Date, the Transferor Companies shall not make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares) decrease, reduction, re-classification, sub-division or consolidation, re-organization, or in any other manner except under any of the following circumstances:

- i. by mutual consent of the respective Board of Directors of the Transferor Companies and of the Transferee Company; or
- ii. as may be permitted under this Scheme or as may be required to give effect to this Scheme.

13.8 Without prejudice to the above clause 13.7, the Transferor Companies and the Transferee Company are expressly authorized to carry out routine corporate actions and procedures so as to carry out their business in the normal course. The Transferor Companies shall also not vary or alter, except in the ordinary course of its business, the terms and conditions of employment of any of its employees in relation to the business of the Transferor Companies.

The above restrictions and obligations in Clauses 13.7 and 13.8 shall be applicable from date of acceptance of this Scheme by respective Boards of the Transferor Companies and Transferee Company.

13.9 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Government Authorities concerned, as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Companies.

13.10 For avoidance of doubt, it is hereby clarified that nothing in this Scheme shall prevent the Transferee Company and the Transferor Companies from declaring and paying dividends, whether interim or final, to their respective equity shareholders and preference shareholders. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Companies and/ or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Directors of the Transferor Companies and the Transferee Company and subject,

*Jagjit Singh*

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Director

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*Jarim Lamba*  
Executive Vice-Chairman & Whole Time Director

wherever necessary, to the approval of the shareholders of the Transferor Companies and the Transferee Company, respectively.

13.11 The Transferee Company and the Transferor Companies shall also be entitled to make an application for amending, cancelling or obtaining fresh registrations, as the case may be, under all applicable laws and legislations. The Transferee Company and the Transferor Companies would be entitled to make an application for amending licenses/ authorisations.

13.12 The Transferor Companies shall operate in the ordinary course of business and retain the license in its own name until the transition or as may be agreed between the Transferor Companies and Transferee Company.


14. **SAVING FOR CONCLUDED TRANSACTIONS**

Subject to the terms of this Scheme, the merger of the Transferor Companies under Clause 5 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or concluded between the Appointed Date and the Effective Date (both days inclusive), to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

Jagjit Singh

For Imperial Motor Engine Tubes Private Limited

Director



For Imperial Auto Industries Limited

Jarvin Lamba

Executive Vice-Chairman & Whole Time Director

PART E

DISSOLUTION OF THE TRANSFEROR COMPANIES

THE GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME  
AND OTHER MATTERS CONSEQUENTIAL AND INTEGRALLY CONNECTED  
THERETO

15. WINDING UP

On the Scheme becoming effective, the Transferor Companies shall stand dissolved, without being wound-up, pursuant to the provisions of Section 233 of the Act.

16. CONDITIONALITY OF THE SCHEME

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

- a) The approval by the respective requisite majorities of the members and of the Transferor Companies and of the Transferee Company as required under the Act;
- b) The Scheme will be considered to be approved by the Creditors where Company has obtained Consent of Nine Tenths in value of Creditors or class of Creditors of respective Companies in favour of the Scheme;
- c) In the event Meeting of the Creditors or class of Creditor is conducted the same will be considered to be approved, if majority representing Nine Tenths in value of the creditors or class of creditors of respective Companies indicating/ present in a meeting convened by the company either in person or by proxy voted in favour of the scheme;
- d) The above meetings can be held in person or by proxy or through Video Conferencing or other audio-visual means;
- e) The requisite consent, approval or permission of the Central Government or any Government Authorities, which by law may be necessary for the implementation of this Scheme;

For Imperial Maror Engine Tubes Private Limited

*Jagjit Singh*  
Director



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Director

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*Jarun Lamba*  
Executive Vice-Chairman & Whole Time Director

- f) Approval by the Central Government/ Regional Director, as required under the Act or any other applicable laws;
- g) The certified/ authenticated copies of the order of the Central Government/ Regional Director, sanctioning the Scheme is filed with the Registrar of Companies, NCT of Delhi and Haryana by the Transferor Companies and the Transferee Company;
- h) Compliance with such other conditions as may be imposed by the Central Government/ Regional Director, or Government Authorities; and
- i) Such other sanctions and approvals as may be required by law in respect of this Scheme being obtained.

17. **APPLICATION TO THE PRESCRIBED AUTHORITIES/ CENTRAL GOVERNMENT/ REGIONAL DIRECTOR**

The Transferee Company and the Transferor Companies shall, along with all reasonable documents, dispatch, make and file all applications/notices/petitions under Section 233 and other applicable provisions of the Act before the relevant authorities and/or the Central Government/ Regional Director, within whose jurisdiction the registered office of the Transferee Company and the Transferor Companies are situated, for sanctioning the Scheme, and for dissolution of the Transferor Companies without being wound-up as applicable and shall apply for all such approvals as may be required under the law.

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

Upon the coming into effect of the Scheme, the resolutions, if any, of the Transferor Companies as is considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.

Imperial Auto Industries Limited  
*Ujjit Singh*  
 Director

For Imperial Motor Engine Tubes Private Limited

*[Signature]*

Director



For Imperial Auto Industries Limited

*Jarman Lamba*  
 Executive Vice-Chairman & Whole Time Director

19. **MODIFICATION OR AMENDMENTS TO THE SCHEME**


The Transferee Company and the Transferor Companies by their respective Board of Directors, or any person(s) or committee authorised/ appointed by them, may carry out or assent to any modifications/ amendments to the Scheme or to any conditions or limitations that the Central Government/ Regional Director, and/ or any other Government Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. The Transferee Company and the Transferor Companies by their respective Board of Directors or any person(s) or committee authorised or appointed by them, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any Government Authority or otherwise howsoever arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith. The Transferee Company and the Transferor Companies shall be at liberty to withdraw from this Scheme, in case of any condition or alteration imposed by the Central Government/ Regional Director or any other authority or any bank or financial institution is unacceptable to them or otherwise if so mutually agreed.

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

In the event any of the approvals or conditions enumerated in Clause 16 of this Scheme not being obtained or complied with, and/or satisfied or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Companies shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the Central Government/Regional Director, the Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between the Transferor Companies and the Transferee Company or their respective shareholders or debenture holders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each party shall bear its own cost charges and expenses in connection with the Scheme unless otherwise mutually agreed.

*Jagjit Singh*  
Director

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*[Signature]*  
Director  
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*Jarun Lamba*  
Executive Vice-Chairman & Whole Time Director

21. **TRANSFERRENCE OF THE APPLICATION TO THE NATIONAL COMPANY LAW TRIBUNAL ("NCLT")**

The Scheme shall continue to be applicable, mutatis mutandis, should the same be referred to the NCLT by the Central Government or any other eligible person, and the NCLT is of the opinion that the same should be considered as per the provisions of Section 230 to 232 read with section 233 of the Companies Act. The Scheme in such case shall be construed as a Scheme under the relevant provisions of the Act, as applicable. The Board of the Directors of the Transferor companies and Transferee company are authorized to take all such steps as may be necessary, desirable, or required to comply with the procedure laid down under Section 232 of the Companies Act, 2013, and the consents, authorities and powers of the Board of directors as accorded in respect of the current Scheme shall continue to be operative in respect of the revised provisions of the Act as applicable.

22. **BINDING EFFECT**

Upon the Scheme becoming effective, the same shall be binding on the Company and all concerned parties without any further act, deed, matter or thing.

23. **COSTS, CHARGES AND EXPENSES**

In the event of the Scheme being sanctioned by the Central Government/RD, the Transferee Company shall bear and pay all costs, charges, stamp duty, expenses and taxes, including duties and levies (save as expressly agreed otherwise) in connection with the Scheme.

Jagjit Singh

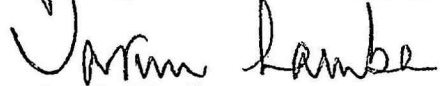
For Imperial Motor Engine Tubes Private Limited



Director



For Imperial Auto Industries Limited



Executive Vice-Chairman & Whole Time Director

24. **MISCELLANEOUS**

In case any doubt or difference or issue shall arise among the Transferor Companies and the Transferee Company or any of their shareholders, creditors, employees and/ or persons entitled to or claiming any right to any shares in the Transferor Companies or the Transferee Company, as to the construction of this Scheme or as to any account, valuation or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled between the Board of Directors of the Transferor Companies and the Transferee Company and the decision arrived at therein shall be final and binding on all concerned.

Any error, mistake, omission, commission, which is apparent in the scheme should be read in a manner which is appropriate to the intent and purpose of the scheme and in line with the preamble as mentioned herein above.

If any part of this Scheme hereof is invalid, ruled unenforceable or invalid by any Central Government/ Regional Director or of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Companies and the Transferee Company that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby unless the deletion of such part shall cause this Scheme to become materially adverse to any party to the Scheme, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for the parties to the Scheme, the benefits and obligations of the Scheme.

If any part or provision of this scheme is found to be invalid, unenforceable or unworkable for any reason whatsoever the same shall not affect the validity or implementation of the other parts and/or provisions of the scheme and no rights or liabilities whatsoever shall accrue to, or be incurred inter se by, the parties or their respective shareholders, creditors, employees or any other person with respect to such part of the scheme which is invalid, unenforceable or unworkable.

Jagjit Singh

For Imperial Motor Engine Tubes Private Limited

Director



For Imperial Auto Industries Limited

Executive Vice-Chairman & Whole Time Director

In the event of this Scheme not becoming effective, this Scheme shall become null and void and no rights or liabilities whatsoever shall accrue to, or be incurred inter-se by, the parties or their respective shareholders or creditors or employees or any other person.

The Transferor Companies and the Transferee Company, acting through their respective Boards, shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Regional Director, Northern Region or any authority is unacceptable to any of them.

For IAI Industries Limited	For Imperial Martor Engine Tubes Private Limited	For Imperial Auto Industries Limited
<p>"Transferor Company 1"</p> <p><i>Jagjit Singh</i> Director</p> <p>Name: JAGJIT SINGH Director (DIN: 00109439) Address: H. No-09, Sector-16A, Faridabad- 121002</p>	<p>"Transferor Company 2"</p> <p><i>Narinder Kumar VEDI</i> Director</p> <p>Name: NARINDER KUMAR VEDI Director (DIN: 00352645) Address: No-69A, Sainik Farms, Khanpur Madangir, Ambedkar Nagar, New Delhi-110062</p>	<p>"Transferee Company"</p> <p><i>Tarun Lamba</i> Executive Vice-Chairman &amp; Whole Time Director</p> <p>Name: TARUN LAMBA Executive Vice-Chairman &amp; Whole-time Director (DIN: 01895353) Address: H. No-09, Sector- 16A, Faridabad-121002</p>

Dated: \_\_\_\_\_  
Place: \_\_\_\_\_

