स्पीड पोस्ट

24/6/2022-सीएल-III
भारत सरकार
कारपोरेट कार्य मंत्रालय

शास्त्री भवन, "ए" विंग, 5वाँ तल,
डा. राजेन्द्र प्रसाद रोड़,
नई दिल्ली-110001
दिनांक : 02.01.2025

To,

1. M/s Lanco Teesta Hydro Power Limited,
1-7-37/1, NMDC Quarters, Quarters No. Type IV-1,
Opp. Ramanthapur Church,
Street No.8 Ramanthapur Hyderabad – 500 013.

2. M/s NHPC Limited,
NHPC Office Complex Sector -33
Faridabad Haryana – 121 003.

Subject: Application received u/s 230-232 of the Companies Act, 2013 for approving Scheme of Amalgamation between M/s Lanco Teesta Hydro Power Limited (Transferor Company) and M/s NHPC Limited (Transferee Company).

महोदय,

I am directed to forward herewith a copy of this Ministry's Order dated 02.01.2025 on the above subject for information and necessary action.

भवदीय,

लीलाधर शर्मा

(लीलाधर शर्मा)
सहायक निदेशक

24/6/2022-CL-III

ORDER

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

In the matter of Sections 230-232 of the Companies Act, 2013
AND
In the matter of Scheme of Amalgamation between

M/s Lanco Teesta Hydro Power Limited
And
M/s NHPC Limited

M/s Lanco Teesta Hydro Power Limited having its registered office at3rd Floor, H.No. 6-3-248/B/1, Dhruv Arcade, Road No.1, Naveen Nagar, Banjara Hills, Hyderabad, Banjara Hills, Hyderabad, Khairatabad, Telangana, India, 500 034
Applicant/Transferor Company

M/s NHPC Limited having its registered office atNHPC Office Complex Sector -33 Faridabad Haryana – 121 003.
Applicant/Transferee Company

Present:-

i. Mr. Amit Gupta, General Manager (SBD&C), NHPC Limited
ii. Mr. Tarun Ahuja, Company Secretary (LTHPL)
iii. Mr. Bharat Singh, Senior Manager (SBD&C), NHPC Limited
iv. Mr. Gaurav Jain, Advocate Authorized Representative of LTHPL and NHPC
v. Mr. Ishan Khanna, Practicing Company Secretary

.....for Transferor and Transferee Company

ORDER

(Hearing held on 30/05/2024)

Joint confirmation petition was filed before the Central Government on 09.10.2023 by the petitioner companies with respect to the proposed Scheme of Amalgamation between M/s Lanco Teesta Hydro Power Limited (Transferor Company) and M/s NHPC Limited (Transferee Company) u/s 230-232 of the Companies Act, 2013 read with Government of India, Notification NO.GSR.582 (E)

dated 13.06.2017.

2. The **Transferor Company i.e. Lanco Teesta Hydro Power Limited** bearing Corporate Identity Number (CIN) U40109TG2000GOI034758 was incorporated on 26.06.2000 under the provisions of the Companies Act, 1956 having its Registered Office at 3rd Floor, H.No. 6-3-248/B/1, Dhruv Arcade, Road No.1, Naveen Nagar, Banjara Hills, Hyderabad, Banjara Hills, Hyderabad, Khairatabad, Telangana, India, 500 034. The Transferor Company became a wholly owned subsidiary of the Transferee Company with effect from 09.10.2019 pursuant to resolution plan duly approved by Hon'ble National Company Law Tribunal (NCLT), Hyderabad vide order dated 26.07.2019 under the provisions of the Insolvency & bankruptcy Code (IBC), 2016. Thus, the transferor company became a wholly owned subsidiary of the Transferee Company i.e. Government Company and treated as a Government Company as per Section 2(45) of the Companies Act, 2013.

3. The **Transferee Company i.e. NHPC Limited** bearing Corporate Identity Number (CIN) L40101HR1975GOI032564 was incorporated under the provisions of the Companies Act, 1956 on 07.11.1975 as Private Limited Company with the Registrar of Companies, New Delhi under the name and style of "National Hydro Electric Power Corporation Private Limited". The word private was subsequently deleted from the name of the company on 18.09.1976. The Company was converted to a public limited company w.e.f 02.04.1986. Pursuant to Shareholders' Resolution dated 13.03.2008, the name of the company was changed to its present name "NHPC Limited" and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana on 28.03.2008. The Registered office of the Transferee Company was changed from the state of Delhi to Haryana vide Shareholders' approval dated 17.06.1994. The Equity Shares and Other Securities of the Transferee Company are listed on National Stock Exchange of India Limited (NSE) & BSE Limited (BSE). The President of India through Ministry of Power, Government of India holds 70.95% of equity shares of the Transferee Company and thus, the Transferee Company becomes Government Company as defined under Section 2(45) of the Companies Act, 2013. Presently, the registered office is situated at NHPC Office Complex Sector 33 Faridabad Haryana – 121 003.

4. As per Government of India, Notification NO.GSR.582 (E) dated 13.06.2017, the powers under section 230-232 of the Companies Act, 2013 have been conferred upon the Central Government i.e. Ministry of Corporate Affairs in respect of Government Companies. Accordingly, Ministry of Corporate Affairs has the

jurisdiction to hear and decide the present petition.

5. Further, as per clause 13.1 of the Scheme, the entire issued, subscribed and paid-up share capital of the Transferor Company is directly held by the Transferee Company along with its nominee. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of its holding in the Transferor Company and the Transferee Company's Investment in the entire share capital of the Transferor Company shall stand cancelled in the books of the Transferee Company.

6. The petitioner companies through their joint confirmation petition prayed before the Central Government to sanction the Scheme of Amalgamation of M/s Lanco Teesta Hydro Power Limited (Transferor Company) with M/s NHPC Limited (Transferee Company) so as to be binding on the petitioner companies and all their shareholders and all other concerned with effect from appointed date.

7. The Ministry of Power, Government of India being the administrative ministry of the petitioner companies vide letter no.2/12/2018NHPC dated 20.05.2022 conveyed its approval for the amalgamation of Lanco Teesta Hydro Power Limited with NHPC Limited.

8. The application is supported by the Affidavit of Shri Satyendra Nath Upadhyay, Director and authorized signatory of the Transferor Company, who is duly authorized to file the same on behalf of the Transferor Company, in terms of the Board of Directors resolution dated 02.09.2021 & 29.06.2022.

9. The application is supported by the Affidavit of Shri Suresh Kumar, General Manager, Electrical (E), authorized signatory of the Transferee Company, who is duly authorized to file the same on behalf of the Transferee Company, in terms of the Board of Directors resolution dated 07.12.2021 & 02.07.2022.

10. Pursuant to the hearing held on 08.12.2022 and order dated 23.02.2023 the requirement of convening the meeting of equity shareholders of Transferor Company was dispensed with since the Transferor Company furnished the consent affidavit(s) of all the equity shareholders of the company.

11. Further, the Transferor Company has furnished a certificate from Chartered Accountant dated 29.07.2022 certifying that the Transferor Company does not

have any secured creditors as on 15.07.2022. Hence, there is no requirement to convene the meeting of secured creditors of the Transferor Company.

12. During the hearing held on 08.12.2022, the representative of the Transferor Company undertook to furnish the consent affidavit from their unsecured creditor having outstanding debt value of more than 90% in terms of value as on 15.07.2022. The petitioner Transferor Company vide letter dated 07.02.2023 furnished the consent affidavit from four unsecured creditors (i.e. M/s Jaiprakash Associates Limited, M/s PES Engineers Pvt. Limited, M/s Patel Engineering Limited and M/s G E Power India Limited), constituting more than 90% of the total outstanding debt in terms of value as on 15.07.2022. Hence, the meeting of the unsecured creditors of the Transferor Company was dispensed with vide order dated 23.02.2023.

13. Pursuant to the order dated 23.02.2023, it was directed to convene the meeting of Equity Shareholders of Transferee Company, secured and unsecured creditors of the Transferee Company as on 15.07.2022 having outstanding debt value of more than Rs.1 Crore (Rupees one crore). Shri Mohammad Afzal, Joint Secretary (Hydro) in the Ministry of Power, Government of India being the administrative in-charge of the applicant companies was the Chairperson of the creditors meeting for fixing the date, venue and time of the meeting. Individual notices of the said meeting were given to all equity shareholders, secured and unsecured creditors whose outstanding debt as on 15.07.2022 is of a value more than rupees one crore (Rs.1 Crore). The notice and other documents shall also be placed on the website of the Transferee Company. Further, the Transferor and Transferee Company were directed to publish notice of meeting(s) in two prominent newspaper one in English and other in vernacular language of the state in which registered office of the Transferor and Transferee Company are situated and also to send individual notice along with Scheme of Amalgamation, Proxy Form & Explanatory Statement to the equity shareholders of the Transferee Company and secured and unsecured creditors of the Transferee Company whose debt value is more than Rs.1 Crore as on 15.07.2022, at least one month before the day appointed for the said meeting by Registered post/Speed Post/e-mail. The said notices to be published and dispatched shall be duly approved by the Chairperson appointed for the meetings. Further, it was also directed that notice and other documents shall also be sent to the Securities and Exchange Board of India and Stock Exchange(s) where the securities of the Transferee Company are listed, for placing on their website(s). Further, petitioner companies were also directed to send notices to concerned Regional Director, Registrar of Companies,

Official Liquidator, Income Tax Authorities, SEBI, BSE & NSE and other statutory authorities to send their representation as required under section 230(5) of the Companies Act, 2013. Further, Central Government allowed to conduct the meeting of equity shareholders in respect of Transferee Company and secured & unsecured creditors of the Transferee Company through Video Conferencing (VC) and to adopt e-voting system and appoint Scrutinizer for the purpose of conducting poll during the equity shareholders and secured and unsecured creditor's meeting conducted through Video Conferencing (VC).

14. Further, vide order dated 23.02.2023, the Chairperson for the equity shareholders' meeting and secured & unsecured creditors' meetings were directed to report to the Central Government the result of the said meetings or adjourned meeting, as the case may be, within 7 days after the conclusion of the meeting duly verified by his affidavit.

15. In pursuance of the order dated 23.02.2023, Shri Mohammad Afzal, Joint Secretary (Hydro), Ministry of Power, Government of India, Chairperson of the meeting, furnished Affidavit of Service dated 15.09.2023 to this ministry and informed that in compliance of the order dated 23.02.2023, meeting of the equity shareholders of Transferee Company, meeting of secured and unsecured creditors of Transferee Company were scheduled to be held on 29.09.2023 at 12:30 PM (through Video Conferencing), 02:30 PM and 04:00 PM respectively. Further, it was also informed that the notice of the meeting of the equity shareholders of the Transferee Company were sent to all the equity shareholders along with Explanatory Statements as required under Rule 6 of the Companies (compromises, Arrangements and Amalgamations) Rules, 2016 on 26.08.2023 by way of email. Further, Individual Notices has been sent to the Secured and Unsecured Creditors of Transferee Company on 26.08.2023 by way of an email, who have outstanding more than Rs.1 Crore along with Explanatory Statements as required under Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. A copy of the Email proving the service of notice to equity shareholders and secured & unsecured creditors was also furnished to this ministry. In compliance of the Order dated 23.02.2023, public advertisement of Notices of the meetings have been made in Business Standard (English-all editions and Hindi-Delhi NCR edition) and Vaartha (Telugu – Hyderabad Edition) dated 28.08.2023 as per Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. Further, the said notices for the aforesaid meetings have been uploaded on the website of Transferee Company. Further the petitioner companies served the notice to the (i) Regional Director, Northern Region, (ii) Registrar of Companies,

Delhi & Haryana (iii) Official Liquidator, Hyderabad (iv) Regional Director (South East Region) (v) Registrar of Companies, Hyderabad (vi) Securities and Exchanges Board of India (vii) Stock Exchanges (BSE & NSE) and (viii) Jurisdictional Income Tax Authorities on 12.09.2023 through speed post. The copies of the speed post receipts and letters are also furnished to this Ministry.

16. In pursuance of Order dated 23.02.2023, Shri Mohammad Afzal, Joint Secretary (Hydro), Ministry of Power, Government of India & Chairperson of the meeting(s) furnished report dated 30.09.2023 duly verified by affidavit along with the report of the Scrutinizer. It is stated in the report of the Chairperson that the meeting of equity shareholders of the Transferee Company, was held on 29.09.2023 at 12:30 PM through video conferencing mode. Chairperson has reported that majority of equity shareholders representing 99.99% of the total value of equity shares of the Company (who validly voted through remote e-voting prior to the meeting and e-voting during the meeting) have voted in favour of the scheme.

17. Further, with regard to the meeting of the secured and unsecured creditors of the Transferee Company whose debt value is more than Rs.1 Crore respectively as on 15.07.2022, it is reported by the Chairperson, that meeting of secured and unsecured creditors of the Transferee Company was held on 29.09.2023 at 02:30 PM & 04:00 PM respectively through video conferencing. The Chairperson has reported that all secured and unsecured creditors of the Transferor & Transferee Company, present at the meeting, have unanimously voted in favour of the Scheme. Thereafter, petitioner companies submitted their joint confirmation petition before the Central Government on 09.10.2023 and prayed before this ministry to sanction the Scheme of Amalgamation between the petitioner companies.

18. The Regional Director (Northern Region) furnished its representation dated 06.12.2023 along with the report of the Registrar of Companies, NCT of Delhi & Haryana dated 30.11.2023. The Regional Director (South East Region) furnished its representation dated 01.02.2024 along with report of the Registrar of Companies, Hyderabad dated 07.12.2023. Further, The Official Liquidator, Hyderabad also furnished its representation dated 05.12.2023. The Regional Director (South East Region), The Regional Director (Northern Region) and the Official Liquidator have raised some observations in their representation regarding, retrenchment of employees of the Transferor Company, to follow the accounting standard as prescribed by both the companies, payment of applicable fee on the merged authorized capital, preservation of books and accounts of Transferor &

Min. of Corporate Affairs Govt. of India, N. Delhi

Transferee Company. The Regional Directors and the Official Liquidator also suggested the Central Government to obtain an undertaking regarding the aforesaid issues. Further, the Regional Director (South East Region) in its representation dated 01.02.2024 stated that a proceeding by Serious Fraud Investigation Office (SFIO) is underway against the previous management of the Transferor Company and the current management enjoys protection under Section 32A of Insolvency and Bankruptcy Code, 2016 read with order dated 26.07.2019 of Hon'ble NCLT, Hyderabad. The Regional Director (SER) is not aware of the outcome of such an investigation by SFIO.

19. This ministry vide letter dated 02.02.2024 asked the petitioner companies to furnish para wise reply on the representation filed by the Regional Directors and The Official Liquidator. Further, this ministry vide letter dated 04.03.2024 sought comments from SFIO on the representation filed by Regional Director (South East Region). The SFIO vide letter dated 24.06.2024 informed to this ministry that they have no objection with regard to proposed scheme of amalgamation, however, they have suggested to obtain an undertaking from the petitioner companies stating that the new management of NHPC is bound to assist SFIO in ongoing investigation.

20. The Petitioner Companies vide letter dated 14.02.2024 furnished the para wise reply on the representation filed by the Regional Directors and Official Liquidator. Further, the petitioner companies vide letter dated 01.05.2024 furnished the undertaking in the form of affidavit from their authorized representative and undertake to comply to the following:-

a. That there would be no retrenchment of any employee who were in service as on Appointed Date (i.e. 01.04.2022) as well pursuant to the sanctioning of the scheme of amalgamation.
b. That the Transferor and Transferee Companies will not deviate from the provisions of Indian Accounting Standard (Ind AS) 103 (Accounting for Amalgamations).
c. That the transferee Company shall pay the applicable fees and duties on the merged Authorized Capital of the Company.
d. That the Transferee Company shall preserve its books of accounts and papers and records of the Transferor undertaking and shall not dispose off without prior permission of the Central Government.
e. That all assistance shall be provided to SFIO (Serious Fraud Investigation Office) for all the matters in relation to the investigation proceedings of Lanco

Min. of Corporate Affairs Govt. of India, N. Delhi

Teesta Hydro Power Limited's previous management.

Hence, the petitioner companies replied satisfactorily to this ministry on the representation filed by the Regional Directors and Official Liquidator.

21. Final Hearing in the matter was fixed on 30.05.2024 and the Central Government vide letter dated 08.05.2024 directed the petitioner companies to advertise the notice of the hearing in the newspaper in terms of Rule 16 of the Companies (Compromises, Arrangement and Amalgamation) Rules, 2016.

22. In compliance of the Rule 16 Companies (Compromises, Arrangement and Amalgamation) Rule, 2016, the petitioner companies furnished an affidavit dated 28.05.2024 informing to Central Government that they have published the notice of the hearing in (i) "The Financial Express" English - All editions", (ii) "Jansatta" (Hindi) - Delhi NCR, (iii) "Business Standard" (English) – All Editions, (iv) "Business Standard" (Hindi) – Delhi NCR, (v) "Varta" (Telugu) – Hyderabad as per Rule 16 of the Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 on 16.05.2024. Copies of the said newspaper publications are also submitted to this Ministry.

23. That, a final hearing in the matter was held on 30.05.2024. During the course of the hearing, the authorized representative of the petitioner companies attended the hearing and informed that they have not received any representation after the publication of notice of hearing in the newspaper and submitted an affidavit in this regard.

24. With reference to Clause 12 (Section II) of the Scheme, wherein the Transferee Company intends to alter the Memorandum of Association (MoA) and Articles of Association (AoA) and also intends to increase their authorized share capital, it is directed that Transferee Company shall follow the relevant provisions of the Companies Act, 2013.

25. For considering the proposal of amalgamation, the procedure as required under the provisions of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 was followed and transparency was maintained during the proceedings. Sufficient opportunity was provided to all concerned by way of giving direction to the Applicant Companies for publishing the notice of Scheme and supplying copies of the Scheme to anyone

who required so with a view to eliciting views of all concerned to the proposed Scheme of Amalgamation.

26. Upon the scheme becoming effective, all employees of the Transferor Company, if any, shall be deemed to have become employees of the Transferee Company without any interruption of service and on the basis of continuity of service and on the same terms and conditions as those applicable to them with reference to the Transferor Company. The services of such employees with the Transferor Company up to the effective date shall be taken into account for the purposes of all benefits to which the employees may be eligible, including for the purposes of payment of any retrenchment compensation, gratuity and other terminal benefits.

27. In the aforesaid facts and circumstances and having regard to the averments made in the petitions and during the course of the hearing, submission made by the Applicant Companies and further considering the reports of the concerned Regional Directors, Registrar of Companies, Official Liquidator and the O/o of Serious Fraud Investigation Office (SFIO), the Scheme of Amalgamation of the Transferor Company with the Transferee Company is found to be in order and hence the prayer for sanction of the Scheme of Amalgamation deserves to be allowed.

28. Now, therefore, the sanction of the Central Government is hereby accorded to the Scheme of Amalgamation between M/s Lanco Teesta Hydro Power Limited (Transferor Company) and M/s NHPC Limited (Transferee Company) under section 230-232 of the Companies Act, 2013. The Scheme shall be binding on the shareholders and creditors of the Transferor Company and Transferee Company and all concerned with effect from 01.04.2022, being the appointed date for coming into force of the said Scheme.

29. Consequent to the amalgamation of the companies, and the Scheme becoming effective:-

i. All the property, rights and powers of Transferor Company shall be transferred without further act or deed to the Transferee Company in accordance with the Scheme, and accordingly the same shall, pursuant to section 232(3) of the Companies Act, 2013 be transferred to and vested in the Transferee Company for all the estate and interest of Transferor

Company therein;

ii. All the liabilities and duties of Transferor Company shall be transferred without further act or deed to Transferee Company in accordance with the Scheme and accordingly the same shall, pursuant to section 232(3) of the Companies Act, 2013 be, transferred to and become the liabilities and duties of Transferee Company;

iii. All Court cases/proceedings, now pending by or against the Transferor Company shall be continued by or against Transferee Company; and,

iv. The Applicant Companies shall apply the Accounting Standards as laid down under Section 133 of the Companies Act, 2013.

v. The Transferor Company shall stand dissolved without the process of winding up;

30. It is further ordered that Transferor and Transferee Company shall file with the concerned Registrar of Companies, a certified copy of this order within 30 days of the receipt of the same, in Form No.INC 28. A copy of the order be made available to the parties concerned.

SCHEDULE:-

Copy of the Scheme of Amalgamation is annexed.

(Inder Deep Singh Dhariwal)
Joint Secretary to the Government of India

Dated: 02.01.2025
Place: New Delhi

Annexure-1

SCHEME OF AMALGAMATION

OF

LANCO TEESTA HYDRO POWER LIMITED

..... APPLICANT TRANSFEROR COMPANY

WITH

NHPC LIMITED

..... APPLICANT TRANSFEREE COMPANY

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTION 230-232 OF THE COMPANIES ACT, 2013

AND OTHER APPLICABLE PROVISIONS AND RULES

THEREUNDER

PREAMBLE AND OBJECTIVES

This scheme (defined herein after) of Amalgamation envisages Amalgamation of **Lanco Teesta Hydro Power Limited ("the Transferor Company")** with NHPC Limited **("the Transferee Company")** and other matters consequential, supplemental, incidental and/or otherwise integrally connected therewith pursuant to the provisions of Section 230-232 of the Companies Act, 2013 and other relevant provisions of the Companies Act,

NHPC LIMITED FARIDABAD

1

Authorised Signatory

Authorised Signatory

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

Authorised Signatory

Authorised Signatory

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

2013 and rules made thereunder, as notified, amended or re-enacted from time to time, as may be applicable.

The Transferor Company is wholly owned subsidiary of Transferee Company, hence, in consideration Transferee Company will not issue any shares under the Scheme of Arrangement. The existing shareholding of transferee Company in Transferor Company will get cancelled pursuant to the Scheme of Arrangement. In, addition Transferor and Transferee Company are Government Company as defined under Section 2 (45) of Companies Act, 2013.

TABLE OF CONTENTS

PART A	BACKGROUND AND DESCRIPTION OF THE COMPANIES
PART B	OBJECTS AND RATIONALE FOR THE SCHEME
PART C	CONTENTS OF THE SCHEME

PART A

BACKGROUND AND DESCRIPTION OF THE COMPANIES:

1. **Lanco Teesta Hydro Power Limited** bearing Corporate Identity Number (CIN) U40109TG2000GOI034758 and Permanent Account Number (PAN) AAACL7122M hereinafter referred to as "the Transferor Company") was incorporated under the provisions of the Companies Act, 1956 on 26th June, 2000 as a Private Limited Company with the Registrar of Companies, Hyderabad, Andhra Pradesh (now Telangana) under the name and style of "Lanco Energy Private Limited". Thereafter, the Company has changed its name to "Lanco Teesta Hydro Power Private Limited" on 29th June, 2010. Further, the Company vide shareholder's resolution dated 17th December, 2016 was converted into Public Company and accordingly, the name of the Company was changed to "Lanco Teesta Hydro Power Limited". The registered office of the Transferor Company was changed from the state of Andhra Pradesh to Telangana pursuant to The Andhra Pradesh Reorganisation Act, 2014. Presently, the registered office of the Transferor Company is situated at 1-7-37/1, NMDC Quarters, Quarters No. Type IV-1, Opp. Ramanthapur Church, Street No.8 Ramanthapur Hyderabad- 500013. The email address of the Transferor Company is tarunahuja@nhpc.nic.in.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

2. The Transferor Company became a wholly owned subsidiary Company of the Transferee Company with effect from 09th October, 2019 pursuant to resolution plan duly approved by Hon'ble National Company Law Tribunal (NCLT), Hyderabad vide order dated 26th July, 2019 under the provisions of The Insolvency & Bankruptcy Code(IBC) , 2016. Thus, become a wholly owned subsidiary and a Government Company as per Section 2 (45) of the Companies Act, 2013 thereafter.

3. **NHPC LIMITED** bearing Corporate Identity Number (CIN) L40101HR1975GOI032564 and Permanent Account Number (PAN) AAACN0149C (hereinafter referred to as "the Transferee Company") was incorporated under the provisions of the Companies Act, 1956 on 07th November, 1975 as Private Limited Company with the Registrar of Companies, New Delhi under the name and style of "National Hydro Electric Power Corporation Private Limited". The word private was subsequently deleted from the name of the company on September 18, 1976. The Company was converted to a public limited company w.e.f April 2, 1986. Pursuant to Shareholders' Resolution dated 13th March, 2008, the name of the company was changed to its present name 'NHPC Limited' and a fresh certificate

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

of incorporation consequent upon change of name was issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana on March 28, 2008. The Registered office of the Transferee Company was changed from the state of Delhi to Haryana vide Shareholders' approval dated 17th June,1994. The Equity Shares and Other Securities of the Transferee Company are listed on National Stock Exchange of India Limited **(NSE)** & BSE Limited **(BSE)**. The President of India through Ministry of Power, Government of India holds 70.95 per cent of equity shares of the Transferee Company and thus, the Transferee Company becomes Government Company as defined under Section 2 (45) of the Companies Act, 2013. Presently, the registered office situated at NHPC OFFICE Complex Sector- 33 Faridabad Haryana- 121003. The email address of the Transferee Company is companysecretary@nhpc.nic.in.

PART B

OBJECTS AND RATIONALE FOR THE SCHEME

1. This Scheme of Amalgamation is presented under Section 230-232 of the Companies Act. 2013 and other relevant provisions of the Companies Act, 2013, as may be applicable,

NHPC LIMITED FARIDADAD

LANCO TEESTA HYDROPOWER LTD.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

for merger of the above-mentioned Companies. In order to facilitate focussed management and efficient utilisation of surplus assets and resources of the Transferor Company, and to bring cost and administrative benefits, it has been decided by the Board of Directors of the Transferor Company and the Transferee Company that it would be in the interest of each of the Companies and their respective stakeholders to take appropriate steps to effect Amalgamation of the Transferor Company into and with the Transferee Company. The Scheme would benefit the respective companies and their shareholders and creditors on account of the following reasons:

1.1 Transferor Company is a wholly owned subsidiary of the Transferee Company. Consolidation of the Transferor Company and the Transferee Company by way of Amalgamation would result in more efficient utilization of capital and create a consolidated base for future growth of the Transferee Company;

1.2 With a view to facilitate focused management and efficient utilization of assets and resources of the Transferor Company, it is considered desirable to amalgamate the Transferor Company with the Transferee Company;

1.3 Consolidation of entities will enable most optimum reflection of the combined resources. This will also result in

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

greater transparency and greater accountability to the shareholders;

1.4 Consolidation of entities will result in significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the both the Companies and also avoid duplication of administrative functions and eliminate multiple record-keeping.

1.5 Due to aforesaid reasons, it is considered desirable and expedient to amalgamate Transferor Company with Transferee Company in accordance with this Scheme, pursuant to Section 230-232 and other relevant provision of Companies Act 2013, and the Company (Compromise and Arrangement) Rules 2016 made thereunder.

PART C

CONTENTS OF THE SCHEME

Part C is divided into following Sections:

Section I	Deals with the Definitions, Interpretations and Share Capital
Section II	Deals with the amalgamation of the Transferor Company with the Transferee Company in accordance with Section 2(1B) of the Income Tax

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

	Act, 1961 and Section 230-232 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013, as may be applicable
Section III	Deals with the consideration for amalgamation of the Transferor Company with the Transferee Company
Section IV	Deals with the accounting treatment in the books of the Transferee Company
Section V	Deals with general terms and conditions applicable to the Scheme

SECTION I

(DEFINITIONS, INTERPRETATIONS AND SHARE CAPITAL)

1. For the purposes of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meaning as mentioned herein below: -

1.1. **"Act" or "The Act"** means the Companies Act, 2013 including any rules and regulation made thereunder and includes any statutory re-enactment or amendment(s) thereto, from time to time.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

1.2. **"Appointed Date"** means 1st April, 2022, the date with effect from which this Scheme shall come into effect, or such other date as the Central Government (CG) or any other competent authority may direct.

1.3. **"Board of Directors"** in relation to the Transferor Company and/ or the Transferee Company, as the case may be, shall mean their respective Board of Directors, and unless it is repugnant to the context or otherwise, shall include committee of directors, if any constituted or appointed and authorized to take any decision for the implementation of this Scheme on behalf of such Board of Directors.

1.4. **"BSE"** shall mean BSE Limited.

1.5. **"Central Government"** means the Ministry of Corporate Affairs at New Delhi to which this Scheme of Amalgamation in its present form is submitted for sanctioning of the Scheme under Section 230-232 and other relevant provisions of the Companies Act, 2013 as may be applicable.

1.6. **"Effective Date"** means the date on which the certified copy of the Central Government(s) order under Section 230-232 of the Act are filed with the Registrar of Companies, NCT of Delhi and Haryana, in terms of the

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

Act. All references in this Scheme to the date of **"coming into effect of this Scheme"** or **"effectiveness of this Scheme"** or **"Scheme taking effect"** or other similar expressions shall mean the Effective Date.

1.7. **"Equity Share(s)"** means the equity shares of the Transferor or Transferee Company as the case may be,

1.8. **"Government Company"** means Government Company as defined under Section 2 (45) of Companies Act, 2013.

1.9. **"IT Act"** means the Income Tax Act, 1961 and any other statutory modifications, amendments, restatements or re-enactments thereof, from time to time and to the extent in force.

1.10. **"Law" or "Applicable Law"** includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, Tribunal, Board, Court of India or any other country or jurisdiction as applicable.

1.11. **"Listing Regulation"** means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and includes any amendment , modification made thereunder.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

1.12. **"MCA Notification"** means Ministry of Corporate Affairs Notification dated 13th June, 2017 in which the word "Tribunal" was substituted by the word "Central Government".

1.13. **"NSE"** shall mean National Stock Exchange of India Limited.

1.14. **"Official Liquidator" or "OL"** means Official Liquidator having jurisdiction over the Transferor and Transferee Company.

1.15. **"Regional Director"** means the Regional Director having jurisdiction over the Transferor and Transferee Company.

1.16. **"ROC" or "Registrar of Companies"** means the Registrar of Companies, the NCT of Delhi and Haryana for Transferee Company and the Registrar of Companies, Hyderabad for Transferor Company.

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

1.18. **"Scheme" or "this Scheme" or "the Scheme"** means the present Scheme of Amalgamation framed under the provisions of Section 230-232 of the Companies Act, 2013, and other applicable provisions, if any, where under the Transferor Company is proposed to be

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

amalgamated with the Transferee Company in the present form or with any modification(s) approved or imposed or directed by Members/Creditors of the respective Companies and/or by Registrar of Companies (ROC)/ Official Liquidator (OL) / Central Government (CG) or by any other competent authority.

1.19. **"SEBI"** means Securities and Exchange Board of India.

1.20. **"SEBI Notification"** means Notification No SEBI/LAD/NRO/GN/2016-17/029 dated 15th February, 2017 which provides no prior approval from SEBI/ Stock Exchange in case of merger between Holding and Wholly Owned Subsidiary,

1.21. **"Transferor Company"** means Lanco Teesta Hydro Power Limited, as defined in Clause 1 of Part A of this Scheme.

1.22. **"Transferee Company"** means NHPC Limited, as defined in Clause 2 of Part A of this Scheme.

1.23. **"Transferor Company's Business"** shall mean the entire business of the Transferor Company, including all its assets, rights, licenses and powers, leasehold rights and all its debts, outstanding(s), liabilities, duties, obligations and employees as on the Appointed Date.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. Wholly Owned Subsidiary of NHPC Ltd.

All terms and words which are used in this Scheme and not defined in this Scheme 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 (as defined above), rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2. INTERPRETATIONS

In this Scheme, unless the context otherwise requires:

2.1 References to the singular include a reference to plural and vice-versa and reference to any gender include all other genders;

2.2 References to persons shall include individuals, firms, body corporates (whether incorporated or un-incorporated), associations and partnerships;

2.3 The headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;

2.4 References to a clause or paragraph or Schedule, as applicable shall be deemed to be reference to a clause or paragraph or Schedule of this Scheme;

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

2.5 Any phrase introduced by the terms "including" or "include" or "inter alia" or any similar expression shall be constructed as illustrative and shall not limit the meaning of the words preceding those terms;

2.6 References to dates and times shall be construed to be references to Indian dates and times;

2.7 References to a document include an amendment or supplement to, or replacement or novation of, that document;

2.8 References to the words 'hereof', 'herein' and 'hereby' and derivatives or similar words refer to this entire Scheme;

2.9 Word(s) and expressions(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them.

3. SHARE CAPITAL

3.1 The share capital of the Transferor Company, as on 31st March, 2022 was as under:

Share Capital	Amount (in Rs.)
Authorized capital	
250,00,00,000 Equity Shares of Rs. 10 each	2500,00,00,000

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

NHPC LIMITED FARIDABAD

Total	**2500,00,00,000**
Issued, Subscribed & Paid up capital 14,40,50,000 Equity Shares of Rs. 10 each	**1,44,05,00,000**
Total	**1,44,05,00,000**

3.2 There has been no change proposed in the authorised Capital of the Transferor Company after the appointed date, However the issued, subscribed or paid up capital of the Transferor Company has increased to Rs.2500,00,00,000(Twenty Five Hundred Crores) after appointed date.

3.3 The share capital of the Transferee Company, as on 31st March 2022 was as under:

Share Capital	Amount (in Rs.)
Authorized capital 1500,00,00,000 Equity Shares of Rs. 10/- each	15000,00,00,000
Total	**15000,00,00,000**
Issued, Subscribed and Paid-up capital 1004,50,34,805 Equity Shares of Rs.	10045,03,48,050

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

10 each	
10045,03,48,050	**10045,03,48,050**

3.4 There has been no change in the issued, subscribed or paid up capital of the Transferee Company after appointed date.

SECTION II

4. TRANSFER AND VESTING OF THE TRANSFEROR COMPANY'S BUSINESS

4.1 Subject to the provisions of the Scheme in relation to the modalities of transfer and vesting given below, with effect from the Appointed Date and upon occurrence of the Effective Date, the Transferor Company's Business shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in and managed by the Transferee Company, in accordance with the provisions of Sections 230-232 of the Act and all other applicable provisions of the Act and other Applicable Laws and in compliance with provisions of Section 2(1B) of the IT Act and without any further act, deed, instrument, matter or thing, so as to become as and from the Appointed Date, in the manner provided hereunder, the assets, properties, rights, privileges and debts, liabilities,

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

duties and obligations, as the case may be, of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person, who is a party to any contract or arrangement by virtue of which such assets, properties, rights, privileges, debts, liabilities, duties and obligations, as the case may be, have arisen, in order to give effect to the provisions of this Clause.

4.2 Without prejudice to the generality of the above, in particular, the Transferor Company's business shall stand vested in the Transferee Company in the manner described in Clauses 4.2.1 to 4.2.15 below:

4.2.1 Upon occurrence of the Effective Date and with effect from the Appointed Date, the Transferor Company's activities and operations shall stand vested in the Transferee Company without any further deed or act, together with all their properties, assets, investments, rights, benefits and interests therein, subject to existing charges thereon in favour of banks and financial institutions, as the case may be on a going concern basis and the Transferee Company shall continue the activities and business operations of the

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

Transferor Company post the amalgamation. **("Activities and Operations")**

4.2.2 Upon this Scheme becoming effective, the past track record of the Transferor Company including without limitation, the experience, credentials and market share shall be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes including for the purposes of eligibility, standing, evaluation and participation of the Transferee Company in all existing and future bids, tenders and contracts of all authorities, agencies and clients. **("Past Track Record")**

4.2.3 Upon occurrence of the Effective Date and with effect from the Appointed Date, all the assets, tangible or intangible of the Transferor Company as are movable or incorporeal in nature or are otherwise capable of transfer, by manual or constructive delivery and/or by endorsement and delivery, or by vesting and recordal pursuant to the scheme, shall stand vested in the Transferee Company and shall become the property and an integral part of the Transferee Company. The

vesting pursuant to this clause shall be deemed to have occurred by manual delivery or endorsement and delivery, as appropriate to the property being vested and the title to such property shall be deemed to have transferred accordingly. All other movable properties of the Transferor Company, including sundry debtors, deferred tax assets, service tax input credits, CENVAT credits, VAT/sales tax credits, Goods and Service Tax Credits, outstanding loans and advances, if any, recoverable in cash or kind or for value to be received, bank balances and deposits, if any, with the government, quasi-government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, become the property of the Transferee Company, and the same shall also be deemed to have been transferred by way of assignment or delivery of possession of the respective documents, as may be appropriate in this regard. No stamp duty or taxes are payable on the transfer of such movable properties being vested in the Transferee Company. **("Movable Assets")**

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

4.2.4 Upon occurrence of the Effective Date and with effect from the Appointed Date, all immovable properties, if any, including land together with the buildings and structures standing thereon of the Transferor Company, whether freehold or leasehold and all documents of title, rights and easements in relation thereto shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act or deed done or being required to be done by the Transferor Company and/or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges attached to the immovable properties & shall be liable to pay the ground rent and taxes and fulfil all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title of the immovable properties shall, upon this scheme becoming effective, be made duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the Central Government in

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

accordance with the terms hereof; (**"Immovable Assets"**)

4.2.5 Upon occurrence of the Effective Date and with effect from the Appointed Date, all cheques and other negotiable instruments, payment orders received in the name of the Transferor Company 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 Company for payment after the Effective Date (**"Cheques and other negotiable instruments"**)

4.2.6 Upon occurrence of the Effective Date and with effect from the Appointed Date, all the taxes/duties, (including the tax under MAT & tax deducted at source ("TDS")), paid by the Transferor Company shall be deemed to be the taxes/ duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit for such taxes/duties paid against its tax/ duty liabilities, notwithstanding that the certificates/ challans or other documents for payment of such taxes/duties

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

are in the name of Transferor Company, as the case may be. (**"Taxes & Duties"**)

4.2.7 Upon occurrence of the Effective Date and with effect from the Appointed Date, all sundry debtors, outstanding loans and advances, investments, MAT Credits, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies, customers and other persons of Transferor Company shall without any act, instrument or deed become the property of the Transferee Company.(**"Sundry Debts, Outstanding Loans and Advances, Investments and MAT Credit"**)

4.2.8 Upon occurrence of the Effective Date and with effect from the Appointed Date, all debts, liabilities, contingent liabilities (including any guaranties, security, surety given or extended), duties, obligations and guarantees, secured or unsecured, whether or not provided for in the books of accounts or disclosed in the balance sheet of Transferor Company shall become and be deemed to be the debts, liabilities, contingent liabilities

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDRO POWER LTD. A Wholly Owned Subsidiary of NHPC

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDRO POWER LTD. A Wholly Owned Subsidiary of NHPC

(including any guaranties, security, surety given or extended), duties, obligations and guarantees of the Transferee Company and undertakes to meet, discharge and satisfy the same.

4.2.9 It is hereby clarified that it shall not be necessary to obtain consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities duties and obligations have arisen in order to give effect to the provision of this paragraph. Where any of the liabilities and obligations attributed to the Transferor Company as on the Appointed Date have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of the Transferee Company; **("Debts, Liabilities and Contingent Liabilities")**

4.2.10 In so far as the assets of the Transferor Company are concerned, the existing securities, mortgages, charges, encumbrances or liens (hereinafter referred to as the "Encumbrances") over the assets or any part thereof, if any, transferred to the Transferee Company in terms of this Scheme and

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

relating to the Liabilities of the Transferor Company, shall, after the Effective Date, without any further act or deed, continue to relate or attach to such assets or any part thereof, but such encumbrances shall not relate or attach to any of the assets and properties of the Transferee Company or any part thereof or to any of the other assets of the Transferor Company transferred to the Transferee Company pursuant to this Scheme, save to the extent warranted by the terms of any existing security arrangements to which the Transferor Company and the Transferee Company are party and consistent with the joint obligations assumed by them under such arrangements ("**Encumbrances**")

4.2.11 Upon occurrence of the Effective Date and with effect from the Appointed Date, all contracts, letters of intent, deeds, bonds, agreements, insurance policies, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, shall be in full

force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. **("Contracts, Letter of Intent, Deeds, Bonds etc.")**

4.2.12 Upon occurrence of the Effective Date and with effect from the Appointed Date, all permit, grants, allotment, recommendations, rights, entitlements, licenses, registrations and, Intellectual Property Rights including trademarks, tenancies, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Company to which the Transferor Company is a party to or to the benefit of which the Transferor Company may be eligible, shall be enforceable as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. **("Permits, Grants, Allotment Recommendations, and Rights etc.")**

4.2.13 Upon occurrence of the Effective Date and with effect from the Appointed Date, all statutory

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

Suresh

licenses, no-objection certificates, permissions, registrations, approvals, consents, permits, quotas, entitlements or rights required to carry on the operations of the Transferor Company or granted to Transferor Company including excise/custom/sales tax/VAT ("Value Added Tax") /Goods and Service Tax exemption/concessional rate benefits, if any, shall stand vested in the Transferee Company without further act or deed and shall be appropriately transferred or assigned by the statutory authorities concerned herewith in favour of the Transferee Company upon vesting of the Transferor Company's Business pursuant to this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to this Scheme. **("Statutory Licenses, No-Objection Certificates, Permissions and Registrations etc.")**

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

4.2.14 The Transferee Company shall, at any time after the coming into effect of the Scheme in accordance with the provisions thereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to the Transferor Company to which the Transferor Company is a party, in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme, be deemed to be authorized to execute any such writing on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of the Transferor Company. **("Other Writings and Arrangements")**

4.2.15 Upon the coming into effect of the Scheme, the resolutions, if any, of the Transferor Company which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

provisions of the Act, or any other applicable provisions, then said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company. **("Resolutions")**

5. STAFF, WORKMEN AND EMPLOYEES OF THE TRANSFEROR COMPANY

5.1 Upon the Scheme becoming effective, all employees of the Transferor Company, if any, shall be deemed to have become employees of the Transferee Company without any interruption of service and on the basis of continuity of service and on the same terms and conditions as those applicable to them with reference to the Transferor Company on the Effective Date. The services of such employees with the Transferor Company up to the Effective Date shall be taken into account for the purposes of all benefits to which the employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits.

5.2 Upon the Scheme becoming effective, all contributions to funds and schemes in respect of provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme or any other

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

special schemes or benefits created or existing for the benefit of such employees of the Transferor Company shall be made by the Transferee Company in accordance with the provisions of such schemes or funds and Applicable Laws.

5.3 Subject to Applicable Laws, the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, the staff welfare scheme and any other schemes or benefits created by the Transferor Company for the employees shall be continued on the same terms and conditions and be transferred to the existing provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, etc., being maintained by the Transferee Company without any separate act or deed/approval and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever in relation to the administration or operation of all such funds, schemes and benefits, in accordance with the terms provided in the respective documents pertaining to such funds, schemes and benefits. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such funds,

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

schemes and benefits shall become those of the Transferee Company. Where applicable, trustees including the Board of Directors of the Transferor Company and the Transferee Company shall be entitled to adopt such course in this regard as may be advised, provided however that there shall be no discontinuation or breakage in the services of the employees of the Transferor Company.

6. LEGAL PROCEEDINGS

6.1 Upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Companies, pending on the Effective Date shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against the Transferee Company.

6.2 The Transferee Company shall have all legal, taxation or other proceedings initiated by or against the Transferor Companies referred to in sub-Clause 6.1 above transferred to its name as soon as is reasonably possible after the Effective Date and to have the same continued,

NHPC LIMITED FARIDABAD

LAGDO HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

NHPC LIMITED FARIDABAD

LAGDO HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

prosecuted and enforced by or against the Transferee Company.

6.3 On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in relation to the business of the Transferor Company.

7. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

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

7.1.1 The Transferor Company shall carry on and be deemed to have been carrying on all its activities and operations, for and on behalf of and in trust for the Transferee Company.

7.1.2 All profits accruing or arising to the Transferor Company and all taxes thereof (including but not limited to advance tax, TDS, MAT credit, securities transaction tax, taxes withheld/paid in a foreign country, value added taxes, sales tax, service tax, Goods and Service Tax etc.) or losses arising or incurred by it shall, for all purposes, be treated as the profits, taxes or losses, as the case may be, of the Transferee Company. The tax payments (including, without limitation income tax, service

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC

tax, excise duty, central sales tax, applicable state value added tax, Goods and Service Tax etc.) whether by way of tax deducted at source, advance tax or otherwise howsoever, by the Transferor Company from the Appointed Date to the Effective Date, shall be deemed to be paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Any tax deducted at source by the Transferor Company / Transferee Company on transactions with the Transferor Company / Transferee Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company.

7.1.3 The Transferor Company shall carry on its activities and operations with reasonable diligence and business prudence and in the same manner as it had been doing hitherto, and shall not

undertake any additional financial commitments, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for themselves or on behalf of any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal in any of its respective assets, except-

a. When the same is in the ordinary course of business as carried on by the Transferor Company; or

b. When the same is expressly provided in the Scheme; or

c. When written consent of the Transferee Company has been obtained in this regard.

7.2 With effect from the Effective Date, the Transferee Company unconditionally and irrevocably agrees and undertakes to pay, discharge and satisfy all the liabilities and obligations of the Transferor Company's Business with effect from the Appointed Date, in order to give effect to the foregoing provisions.

7.3 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

Government and all other agencies, departments and authorities concerned as are necessary under any Law, contract or are otherwise considered necessary, for such consents, approvals and sanctions which the Transferee Company may require to effectually own and operate the business of the Transferor Company.

8. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

8.1 Subject to the other provisions of the Scheme, and pursuant to the order of the Central Government sanctioning the Scheme, upon the Scheme coming into effect, all contracts, schemes, assurances, licenses, insurance policies, guarantees, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, and other assurances in favour of the Transferor Company or powers or authorities granted by or to it) of whatsoever nature to which the Transferor Company is a party, or the benefit to which the Transferor Company may be eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC

Suresh

Transferor Company, the Transferee Company had been a party or beneficiary thereto. The Transferee Company shall enter into and/or issue and/or execute deeds, in writings or confirmation or enter into any tripartite agreement, confirmations or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

8.2 It is hereby clarified that by virtue of the provisions of the Scheme and pursuant to the order of the Central Government sanctioning the Scheme, upon the Scheme coming into effect, all rights, services, obligations, liabilities, responsibilities undertaken by or in favour of the Transferor Company under any contractual arrangements shall automatically stand transferred to and vested in and/ or shall be deemed to have been transferred to and vested in the Transferee Company and

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

all benefits to which the Transferor Company is entitled to shall be available to and vested in and/ or shall be deemed to have been available to and vested in the Transferee Company, as a successor-in-interest and the Transferee Company shall be entitled to deal with the same in place and instead of the Transferor Company, as if the same were originally performed or conferred upon or given or issued to 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. The Transferee Company shall discharge its obligation in respect of the services to be performed/ provided or in respect of payment of service charges under any contractual arrangements instead of the Transferor Company.

8.3 Without prejudice to the above, the Transferee Company shall, if so desirable or required or become necessary, upon the coming into effect of this Scheme and with effect from the Appointed Date, enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme and to the

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

extent that the Transferee Company is required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company, as the case may be. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

9. TAXES, DUTIES, CESS, ETC.

9.1 Upon occurrence of the Effective Date and with effect from the Appointed Date, all taxes and duties payable by the Transferor Company (including under the Income Tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, State Sales tax laws, Central Sales Tax Act, 1956, VAT/ Service tax, Good and Service Tax and all other Applicable Laws) accruing and relating to the Transferor Company from the Appointed Date onwards, including all advance tax payments, tax deducted at source, minimum alternate tax, any refund and claims shall, for

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. Wholly Owned Subsidiary of NHPC Ltd

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. Wholly Owned Subsidiary of NHPC Ltd

all purposes, be treated as taxes, advance tax payments, tax deducted at source or refunds and claims, as the case may be, of the Transferee Company.

9.2 With effect from the Appointed Date, all the deductions otherwise admissible to the Transferor Company including payment admissible on actual payment or on deduction of appropriate taxes or on payment of TDS (like Section 43B, Section 40, Section 40A etc. of the IT Act) will be eligible as deduction to Transferee Company upon fulfilment of required conditions under the IT Act.

9.3 Upon the Scheme becoming effective, all un-availed credits and exemptions, and other statutory benefits, including in respect of income tax (including tax deducted at source, tax collected at source, advance tax, etc.), CENVAT, customs, value added tax, sales tax, service tax, Goods and Service Tax (GST), if any, etc. as at the Appointed Date to which the Transferor Company is entitled to shall be available to and vest in the Transferee Company, without any further act or deed.

9.4 Upon the Scheme becoming effective, all tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Company shall be continued and/ or enforced by the Transferee Company. Further, the

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

Suresh

aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the consolidation of the Transferor Company with the Transferee Company or anything contained in the Scheme.

9.5 Upon the Scheme becoming effective, the Transferee Company is permitted to revise and file its income tax return, withholding tax return, including tax deducted at source certificates, sales tax/value added tax returns, service tax returns, goods and service tax returns and other tax returns for the period commencing on and from the Appointed Date, and to claim refunds/credits, pursuant to the provisions of this Scheme.

9.6 Upon the Scheme becoming effective, any TDS deposited, TDS certificates issued or TDS returns filed by the Transferor Company relating to the Transferor Company pertaining to the period after the Appointed Date shall continue to hold good as if such TDS amounts were deposited, TDS certificates were issued and TDS returns were filed by the Transferee Company.

9.7 All the expenses incurred by the Transferor Company and the Transferee Company in relation to the amalgamation of the Transferor Company with the

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

Transferee Company, including stamp duty expenses, if any, shall be allowed as deduction to the Transferee Company in accordance with the Section 35DD of the Income Tax Act, 1961 over a period of 5 years beginning with the previous year in which the Scheme becomes effective.

9.8 Any refund under the tax laws due to Transferor Company consequent to the assessments made on the Transferor Company shall belong to and be received by the Transferee Company. The relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the effectiveness of the Scheme upon relevant proof and documents being provided to the said authorities.

9.9 Subject the provision of Income Tax Act, The Transferee Company shall be allowed to carry forward business losses or unabsorbed depreciation of Transferor Company, as at the Appointed Date.

10. COMPLIANCE WITH LAWS

10.1 This Scheme is presented and drawn up to comply with the provisions / requirements of Section 230-232 of the Act for the purpose of amalgamation of the entire

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

business and the whole of undertaking(s), properties and liabilities of the Transferor Company with the Transferee Company.

10.2 Upon the Scheme becoming effective the Transferor Company and the Transferee Company are expressly permitted to revise their financial statements and tax returns, if required.

10.3 Filing of the certified copy of the order of the Central Government sanctioning this Scheme with the ROC shall be deemed to be sufficient for creating or modifying the charges in favour of the secured creditors, if any, of the Transferor Company, as required as per the provisions of this Scheme.

10.4 Pursuant to SEBI Notification dated 15th February, 2017, the Transferee Company which has its equity shares listed on NSE & BSE is exempted from the application of Regulation 37 of Listing Regulations and therefore, No NOC or Observation letter is required from either SEBI or NSE & BSE.

10.5 Since the Scheme involved Transferor Company, a wholly owned subsidiary of Transferee Company, the requirement for valuation for determine share swap is

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

not applicable and there fairness opinion from a Merchant Banker or Registered Valuer is not applicable.

11. COMPLIANCE WITH PROVISIONS OF IT ACT

The Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the IT Act. If any terms or provisions of the Scheme is/are inconsistent with the provisions of Section 2(1B) of the IT Act, the provisions of Section 2(1B) of the IT Act shall prevail and the Scheme shall stand modified to the extent necessary to comply with Section 2(1B) of the IT Act; such modification to not affect other terms or provisions of the Scheme.

12. INCREASE IN AUTHORISED SHARE CAPITAL

12.1 The entire authorized share capital of the Transferor Company amounting to Rs.2500,00,00,000 shall stand transferred to and combined with the authorized share capital of the Transferee Company without any further act or deed. The filing fees and stamp duty already paid by the Transferor Company on its authorized share capital shall be deemed to have been so paid by the Transferee Company on the combined authorized share

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. Wholly Owned Subsidiary of NHPC Ltd.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. Wholly Owned Subsidiary of NHPC Ltd.

capital and accordingly, the Transferee Company shall not be required to pay any fees/ stamp duty on the authorized share capital so increased. The approval or sanctioning of the Scheme shall be deemed to be the approval for increase in the authorized share capital of the Transferee Company under Section 61 of the Companies Act, 2013 and other applicable provisions of the Act.

12.2 Upon scheme becoming effective, the authorized share capital of the Transferee Company shall automatically stand increased without any further act, instrument, or deed on the part of the Transferee Company including payment of stamp duty and payment of fees payable to Registrar of Companies, by the authorized share capital of the Transferor Company.

12.3 Upon the Scheme becoming effective, Article V of the Memorandum of Association and Clause 5 of Articles of Association of the Transferee Company relating to the authorized share capital shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Section 13, 14 & Section 61 of the Companies Act, 2013 or any other applicable provisions

NHPC LIMITED FARIDABAD

Suresh

of the Act, as the case may be and be replaced with the following clause:

"The Authorized Share Capital of the Company is Rs. 17500,00,00,000 (Rupees Seventeen Thousand Five Hundred Crores) divided into 1750,00,00,000 Equity Shares of Rs. 10/- each.

SECTION III

13. CONSIDERATION

13.1 The entire issued, subscribed and paid up share capital of the Transferor Company is directly held by the Transferee Company along with its nominee. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of its holding in the Transferor Company and the Transferee Company's investment in the entire share capital of the Transferor Company shall stand cancelled in the books of the Transferee Company.

13.2 Upon the coming into effect of the Scheme, the share certificates, representing the shares held by the Transferee Company in the Transferor Company shall be deemed to be cancelled without any further act or deed for cancellation thereof by the Transferee Company and shall cease to be in existence accordingly.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC

SECTION IV

14. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

14.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, amalgamation shall be a 'Common control business combination' as defined in Appendix C of Indian Accounting Standard (Ind AS) 103 for Business Combinations prescribed under Section 133 of the Companies Act, 2013. It would inter alia include the following:

14.1.1 All assets, liabilities and reserves of the transferor which were appearing in the consolidated financial statements of the Group immediately before the merger shall become a part of the separate financial statements of the transferee.

14.1.2 All the assets and liabilities recorded in the books of the Transferor Company shall be recorded by the Transferee Company at the respective book values as reflected in the books of the Transferor Company as on the Appointed Date.

14.1.3 Inter-company balances such as investments in the equity shares of the Transferor Company or loan and

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

advances held inter-se, in their respective books of accounts, if any, will stand cancelled.

14.1.4 The identity of the reserves shall be preserved and shall appear in the financial statements of the transferee in the same form in which they appeared in the financial statements of the transferor. Accordingly, all the reserves of the Transferor Company under different heads appearing in the consolidated financial statements immediately before the merger shall become the corresponding reserves of the Transferee Company.

14.1.5 No adjustments shall be made to reflect fair values, or recognize any new assets or liabilities. The only adjustments shall be to harmonize accounting policies of the Transferor Company with that of the Transferee Company.

SECTION V

GENERAL TERMS AND CONDITIONS

15. APPLICATION TO CENTRAL GOVERNMENT

The Transferor Company and/or the Transferee Company as the case may be shall, with all reasonable dispatch, make necessary separate/joint application(s) under Section 230-232 of the Act read with MCA Notification dated 13th June,

2017, to Central Government for sanctioning this Scheme and for such other orders as the Central Government may deem fit for bringing the Scheme into effect and all matters ancillary or incidental thereto and for dissolution of the Transferor Company without winding up and other connected matters.

16. VALIDITY OF EXISTING RESOLUTIONS, ETC

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

17. MODIFICATION OR AMENDMENTS TO THE SCHEME

17.1 The Transferor Company and the Transferee Company through their respective Board of Directors may make or

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

NHPC LIMITED FARIDABAD

Suresh

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

assent, from time to time, on behalf of all persons concerned, to any modifications or amendments to this Scheme or to any conditions or limitations which the Registrar of Companies (ROC)/Official Liquidator (OL)/ Central Government (CG) and/or any authorities under the law may deem fit to approve of or impose and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for carrying the Scheme into effect, whether in pursuance of a change in Law or otherwise.

17.2 In order to give effect to this Scheme or to any modifications or amendments thereof, the Board of Directors of the Transferee Company or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, shall be authorized to take all such steps as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

Scheme and/or any matter concerned or connected therewith.

17.3 In the event that any conditions are imposed by any competent authority or the Central Government which the Transferor Company or the Transferee Company find un-acceptable for any reason whatsoever, then the Transferor Company and/or the Transferee Company shall be entitled to withdraw the Scheme.

17.4 For the purpose of giving effect to the vesting order passed under Section 230-232 of the Act and other applicable provisions of the Act in respect of this Scheme by the Central Government, the Transferor Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the recording of the change in the legal right(s) upon the vesting of the Transferor Company's Business in accordance with the provisions of Section 230-232 of the Act and other applicable provisions of the Act. The Transferee Company shall be authorised to execute any pleadings, applications, forms etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd

18. CONDITIONALITY OF THE SCHEME

18.1 The Scheme shall be conditional upon and subject to:

18.1.1 approval by the requisite majority in number and/or value of the shareholders and/or creditors (either by way of a meeting or by no objection certificate/letter of consent), if so directed or warranted or necessitated by the Central Government (Ministry of Corporate Affairs) in this regard, for the Transferor Company and the Transferee Company.

18.1.2 Scheme being sanctioned by the Central Government under Section 230-232 of the Act and other applicable provisions of the Act.

18.2 The Transferor Company and the Transferee Company shall file the certified copy of the order of the Central Government sanctioning this Scheme with the Registrar of Companies, NCT of Delhi and Haryana and Registrar of Companies, Hyderabad.

18.3 Any other sanctions and approvals as may be required by law, in respect of this Scheme being obtained from any competent authority.

19. EFFECT OF NON-RECEIPT OF APPROVALS

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

In the event of this Scheme failing to take effect, the Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or employees or any other person. Each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

20. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of, or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Transferee Company. This includes, but not limited to legal and professional fees paid to Company Secretaries, Chartered Accountants, Advocates and other professionals, fees paid on issue of shares, registration fees, stamp paper charges etc. However, in the event of the Scheme becoming invalid for any reason whatsoever, all costs, charges and expenses relating to the Amalgamation exercise or incidental thereto shall be borne proportionality by the Transferor and Transferee Company.

21. FILING / AMENDMENT OF RETURNS

The Transferee Company is expressly permitted to file/revise its income tax (including TDS), service tax, VAT, Sales tax,

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. Wholly Owned Subsidiary of NHPC

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. Wholly Owned Subsidiary of NHPC

Goods & Service tax (GST), Excise, CENVAT/MODVAT and other statutory returns, consequent to the Scheme becoming effective, notwithstanding that the period for filing/ revising such returns may have lapsed. The Transferee Company is expressly permitted to amend TDS/TCS and other statutory certificates and shall have the right to claim refunds, advance tax credits, set offs and adjustments relating to their respective incomes / transactions from the Appointed Date. It is specifically declared that all the taxes (including taxes paid under MAT) /duties paid by the Transferor Company shall after the Appointed Date be deemed to be the taxes (including taxes paid under MAT)/duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit for such taxes deducted (including taxes paid under MAT) / paid against its tax/ duty liabilities notwithstanding that the certificates/ challans or other documents for payment of such taxes (including taxes paid under MAT)/duties are in the name of the Transferor Company.

22. DISSOLUTION OF TRANSFEROR COMPANY

22.1 Upon the Scheme becoming effective, the Transferor Company shall without any further act or deed, stand dissolved without being wound up.

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

22.2 On and with effect from the Effective Date, the name of the Transferor Company shall be struck off from the records of the Registrar of Companies, Hyderabad. The Transferor Company and the Transferee Company shall make necessary filings in this regard.

23. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations of the Transferor Company as per this Scheme and the continuance of the legal proceedings by or against the Transferee Company shall not affect any transactions or proceedings already completed by the Transferor Company on or before the Appointed Date, and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts all acts, deeds and things done and executed by and/or on behalf of the Transferor Company, as acts deeds and things done and executed by and on behalf of the Transferee Company.

24. DIRECTORS OF THE TRANSFEROR COMPANY

That the Directors of the Transferor Company shall cease to hold office as Directors thereof with effect from the Effective date and consequently the Board of Directors of the Transferor Company shall stand dissolved.

25. OPERATIVE/EFFECTIVE DATE OF THE SCHEME

NHPC LIMITED FARIDABAD

NHPC LIMITED FARIDABAD

LANCO TEESTA HYDROPOWER LTD. A Wholly Owned Subsidiary of NHPC Ltd.

The Scheme though operative from the Appointed Date shall be effective from the last of the dates on which certified copy of the order passed by the Central Government under Section 230-232 of the Act are filed with the office of the Registrar of Companies, NCT of Delhi and Haryana and Registrar of Companies, Hyderabad.

26. SEVERABILITY

26.1 If any provision or part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Companies, affect the validity or implementation of the other provisions and parts of this Scheme.

26.2 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement entered by the Transferor Company or the Transferee Company including with their respective shareholders and/or creditors and/or other counter parties, and the terms and conditions of this Scheme, the latter shall have overriding effect and shall prevail.

Authorised Signatory

NHPC LIMITED FARIDABAD

Authorised Signatory

54

Authorised Signatory

Authorised Signatory

NHPC LIMITED FARIDABAD