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VIKAS SABHARWAL  
S/o LATE NAVEEN SABHARWAL  
R/o HYDERABAD  
For Whom  
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37AA 473398  
ADABALA VINAYA RAJU  
LICENSED STAMP VENDOR  
Lic. No. 15-13-001/2011  
Ren. No. 15-13-025/2023  
11-8-245/1, PLOT NO. 21,  
KRANTHI NAGAR COLONY,  
SAROORNAGAR, R.R.DIST  
Ph 9949111214



CERTIFIED COPY OF ORDER DT. 10.01.2024 IN CP(CAA)No.  
5/230/AMR/2023. TOTAL PAGES CONSISTING OF 54 WITH SCHEME.

  
23/01/2024

Deputy Registrar / Assistant Registrar  
Court Officer  
NATIONAL COMPANY LAW TRIBUNAL  
AMARAVATI BENCH

**CERTIFIED TO BE TRUE COPY  
OF THE ORIGINAL**

**NATIONAL COMPANY LAW TRIBUNAL  
AMARAVATI SPECIAL BENCH**

CP (CAA)/5/230/AMR/2023

Connected with

CA (CAA)/2/230/AMR/2023

In the matter of Section 230 to 232 of the Companies Act, 2013

AND

In the matter of Scheme of Arrangement of between MANGAL INDUSTRIES LIMITED (Demerged Company) and AMARA RAJA BATTERIES LIMITED (Resulting Company) (having its registered offices in Andhra Pradesh)

**BETWEEN:**

Mangal Industries Limited,  
(CIN: U15122AP1990PLC011932)

Registered office at:

Renigunta, Chuddapah Road,

Karakambadi, Tirupati,

Andhra Pradesh -517520

Represented by its Company Secretary

Mr.P.Ravi Kumar

....1<sup>st</sup> Petitioner/ Demerged Company

AND

Amara Raja Batteries Limited,

CIN: L31402AP1985PLC05305

Registered office at:

Renigunta, Chuddapah Road,

Karakambadi, Tirupati,

Andhra Pradesh -517520

Represented by its Company Secretary

Mr.Vikas Sabharwal

.... 2<sup>nd</sup> Petitioner/Resulting Company

Orders pronounced on: 10.01.2024



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CORAM

SHRI RAJEEV BHARDWAJ, MEMBER (JUDICIAL)  
SHRI SANJAY PURI, MEMBER (TECHNICAL)

Appearance:

For the Petitioners : Mr. S. Ravi, Sr. Advocate

ORDER  
(Per: Bench)

1. The present Joint Company Petition has been filed by M/s. Mangal Industries Limited, Demerged Company (1<sup>st</sup> Petitioner) and M/s.Amara Raja Batteries Limited, Resulting Company (2<sup>nd</sup> Petitioner) under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Compromises, Arrangements and Amalgamations) Rules, 2016 seeking for sanctioning of the Scheme of Arrangement (the Scheme for short) between the respective companies.
2. The Demerged Company and Resulting Company registered offices are situated in the state of Andhra Pradesh and therefore, it is within the jurisdiction of this Tribunal.
3. The Petitioner Companies have jointly filed the first motion application bearing CA(CAA)/2/230/AMR/2023 before this Tribunal seeking for:
  - i) to dispense with convening the meeting of the Equity Shareholders and Secured Creditors of the 1<sup>st</sup> Petitioner;



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- ii) to convene and hold the meeting of Unsecured Creditors of the 1<sup>st</sup> Petitioner/Demerged Company; and
- iii) to convene and hold the meeting of Unsecured Creditors and Equity Shareholders of the 2<sup>nd</sup> Petitioner/Resulting Company.

The first motion application was disposed of by order dated 09.02.2023, the meetings of Equity Shareholders and Secured Creditors of the 1<sup>st</sup> Petitioner Company were dispensed with for the reasons mentioned in the aforesaid order. The meetings of unsecured creditors of the 1<sup>st</sup> Petitioner and unsecured creditors and equity shareholders of the 2<sup>nd</sup> petitioner were to be convened on 12.04.2023 for which the chairpersons and scrutinizers were also appointed.



4. Brief facts leading to the filing of the present case are as follows:

- i. M/s. Mangal Industries Limited (CIN: U15122AP1990PLC011932), 1<sup>st</sup> Petitioner/Demerged Company was incorporated on 09.11.1990 under the Companies Act, 1956 in the name and style of Harsha Electronics Private Limited and further the Central Government approved vide letter No.RAP/Sec.17/11932/2004, dated 21.10.2014, changed its name to Mangal Precision Products Private Limited and the status of the company was changed from Private Limited to Public Limited on 19.03.2009. Subsequently, the 1<sup>st</sup>

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Petitioner Company name was changed to Mangal Industries Limited on 30.07.2012. The Authorized Share Capital as on 31.03.2022, was Rs.15,00,00,000/-, divided into 1,50,00,000 equity shares of Rs.10/- each. The issued, subscribed and paid-up share capital is Rs.13,90,38,770/- divided into 1,39,03,877 equity shares of Rs.10/- each. The main objects of the Company are to carry on the business of manufactures, producers, assemblers, dealers, importers, exporters, stockists, distributors, agents or otherwise deal in storage batteries used in industries, railways, posts & telegraphs, navigation, ships army tanks, mining, power plants, automobiles and other industrial, commercial purposes and in manufacture of dry batteries, button batteries, battery plates, battery separators, battery containers, cells, lids and battery components, and voltage regulators, laminations for transformers, U.P.S systems, chargers, invertors, etc., and other allied activities.

- ii. M/s. Amara Raja Batteries Limited, 2<sup>nd</sup> Petitioner/Resulting Company was initially incorporated on 13.02.1985 as a Private Limited Company and the status of the company was changed from Private Limited to Public Limited on 08.11.1990. Subsequently, the 2<sup>nd</sup> Petitioner name was changed to Amara Raja Batteries Limited. The Authorized Share Capital as on 31.03.2022, was Rs.20,00,00,000/-, divided into 20,00,00,000 equity shares of Rs.1/- each. The

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issued, subscribed and paid-up share capital is Rs.17,50,28,500/- divided into 17,50,28,500 equity shares of Rs.1/- each. The main objects of the Company are to carry on the business of manufactures, producers, assemblers, dealers, importers, exporters, stockists, distributors, agents or otherwise deal in storage batteries used in industries, railways, posts & telegraphs, navigation, ships army tanks, mining, power plants, automobiles and other industrial, commercial purposes and in manufacture of dry batteries, button batteries, battery plates, battery separators, battery containers, cells, lids and other battery components, etc., and other allied activities.



- iii. Accordingly, pursuant to the Scheme, the plastic component for Battery business will be demerged into the Resulting Company and the Demerged Company would continue to run and operate the Retained business. The Scheme is being proposed with a view to simplify the existing operations between both the Petitioner Companies in order to increase efficiencies.
- iv. According to the Petitioner Companies, the Scheme of Arrangement (Demerger) of the Petitioner Companies would help with a unified approach on supply chain management and consequent synergies leading to optimization of resources utilization, reduced operational, logistics, supervisory and overhead/utilities costs, reduce duplication

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of administrative efforts and better procurement policies and prices, for the Resulting company and covers in the facilities of Demerged Undertaking, thereby stabilizing the procurement process and adding further synergies in the combined business. The Board of Directors of both the Petitioner Companies have considered it desirable and expedient to demerge the Demerged Undertaking of the 1<sup>st</sup> Petitioner Company and vest the same with the 2<sup>nd</sup> Petitioner Company. Such demerger is expected to be in the best interest of both companies, their respective shareholders, creditors, employees and other stakeholders.



The Board of Directors of both the Petitioner Companies, in their respective Board Meetings held on 26.09.2022 have approved the Scheme of Arrangement with appointed date as 01.04.2022, subject to the approval of their shareholders and creditors.

- vi. No investigation or proceedings have been instituted or are pending in relation to both the Petitioner Companies. The NSE and BSE have issued observation letters respectively giving in-principle approval to the demerger of the Demerged Undertaking of the 1<sup>st</sup> Petitioner Company into the 2<sup>nd</sup> Petitioner Company.

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5. As per Chairperson Ms. Manoranjani report dated 18.04.2023, the scheme has been unanimously approved by the unsecured creditors of the 1<sup>st</sup> Petitioner Company with 100% voting, Chairperson Mr. Naresh Kumar report dated 18.04.2023, the Scheme has been unanimously approved by the Unsecured Creditors of the 2<sup>nd</sup> Petitioner Company with 100% voting and another Chairperson Mr. M.Parameswara Reddy, report dated 19.04.2023, the Scheme has been approved by the equity shareholders of the 2<sup>nd</sup> Petitioner Company with 98.19%. The scheme of arrangement was approved by the board of directors and others.

6. In the second motion proceedings, certain directions were issued by this Tribunal vide order dated 28.06.2023 and the same were complied by filing a memo by dairy No.6209 dated 28.08.2023. The notice of hearing was published in Business Line (English Daily) and Eenadu (Telugu Daily) on 05.07.2023. It has also stated in the memo that the copies of notices were served upon the (a) Regional Director (SER), Hyderabad, MCA; (b) Registrar of Companies, AP, MCA, (c) Income Tax Department by way of hand delivery and also sent notices to NSE and BSE on 11.07.2023 and all the acknowledgment receipts evidencing the delivery of notices are also attached to the memo.



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7. The Regional Director (RD) filed his first report by dairy no.6211 dated 28.08.2023 and raised the following objections and the Petitioner Companies replied to the same as detailed below:

S.No.	RD's Observations	Reply of the Petitioner Companies by way of affidavit
1	As per the Auditor's Certificate dated 30.09.2022 and also as per the reply of the resulting company, there are no secured creditors for Resulting Company. However, as per MCA data, there exists an open charge for a sum of Rs.118,00,00,000/-. In this regard, the Resulting Company may clarify the same.	The clarification for the above mentioned open charge was sought by the learned RD and the same was duly furnished by submitting a clarification letter dated August 22, 2023.
2	The Directorate has received letter dated 03.08.2023 from the ROC, Andhra Pradesh by pointing out certain observations as under:-	Undertaking given by the Petitioner Companies:

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(a) The Regional Director (RD) sought this Tribunal to direct the Petitioner Companies to preserve its books of accounts and papers and records and shall not be disposed of without the prior permission of the Central Government in terms of Section 239 of the Companies Act, 2013.	The Petitioner Companies given undertaking to preserve the books of accounts and records of the Petitioner Companies in terms of Section 239 of the Companies Act, 2013.
(b) The Regional Director (RD) sought this Tribunal to direct the Petitioner Companies to ensure statutory compliance of all applicable laws and also on sanctioning of the present scheme the Petitioner companies shall not be absolved for any of its statutory liabilities in any manner.	The Petitioner Companies given their undertaking that the Petitioner Companies comply with all statutory requirements of applicable laws. Further, the Petitioner Companies shall not be absolved from any statutory liabilities and hereby undertake to discharge those liabilities as and

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		when demand to pay the same would arise.
	(c) The Regional Director (RD) sought this Tribunal to direct the Petitioner Companies, involved in the scheme to comply with Rule 17(2) of Companies (Compromise, Arrangement and Amalgamation) Rules, 2013 with respect to filing of order for confirmation of scheme to be filed in Form No. INC-28 with the concerned office of RoC by the Petitioner Companies.	The Petitioner Companies given their undertaking that they would comply with the provisions of the Companies Act, 2013 and file final order passed by Hon'ble Tribunal in INC-28 in accordance with Rule 17 (2) of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016 for confirmation of Scheme with the concerned Registrar of Companies Post the receipt of Final Order.
	(d) The Regional Director (RD) sought this Tribunal to direct the Petitioner Transferee Company to file an application with RoC indicating the revised	The Resulting Company undertakes that if any valid demand arises in future with respect to the Demerged Company (in relation to the Demerged



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	authorised capital and proof of paying prescribed fees due on revised capital after setting of that fee already paid by Transferor Companies.	Undertaking) and Resulting Company, the Resulting Company will pay such dues to the Income Tax Authorities as per law.
3	The Regional Director (RD) sought this Tribunal to direct the Petitioner Companies to furnish an undertaking stating that the transactions are at arms length and complied with the provisions of section 188 of the Act. It is observed that as per the latest balance sheet dated 31.03.2021, there are related party transactions during the last two years in the Demerged and Resulting Companies.	The Petitioner Companies given their undertaking that they would comply the same.
4	The Regional Director (RD) sought this Tribunal to direct the Petitioner Companies to make it as	The Statement of Accounts along with the set of the Joint Company Petition were also



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	part of the scheme to give accounting treatment in the books of the Petitioner Companies on post sanction of the scheme by this Tribunal. It is observed that the scheme is silent about details of assets and liabilities with their respective values of the demerged company to the resulting company on approval of the scheme.	submitted with the learned RD. Subsequently, the petitioner submitted a copy of the Audited Statement of Accounts of the Demerged Company, as at March 31, 2022, and June 30, 2022 certified by the Statutory Auditors of the Demerged Company, clearly bifurcating the same for the Demerged Undertaking and the Retained Business.
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8. The Regional Director (RD), after considering the said reply by the Petitioner, did not raise any further objection against accepting the Scheme of Arrangement of the Petitioner Companies.
9. We have heard the Ld. Sr. Counsel for the Petitioner Companies and perused the record.
10. Supreme Court in *Miheer H. Mafatal V/s Mafatlal Industries Ltd JT 1996 (8) 205* while considering the scope of the jurisdiction of the Company Court in respect of matters of sanction of the Scheme

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of Amalgamation as per the provisions of Section 391 read with Section 393 of the Companies Act, 1956, observed as under:

*"It is commercial wisdom of the parties to the scheme who have taken an informed decision about the usefulness and propriety of the scheme by supporting it by the requisite majority vote that has to be kept in view by the Court. The Court certainly would not act as a court of appeal and sit in judgment over the informed view of the concerned parties to the compromise as the same would be in the realm of corporate and commercial wisdom of the concerned parties. The Court has neither the expertise nor the jurisdiction to delve deep into the commercial wisdom by the creditors and members of the company who have ratified the Scheme by the requisite majority. Consequently, the Company Courts jurisdiction to that extent is peripheral and supervisory and not appellate."*



In view of the above Supreme Court Judgment, this Tribunal is not supposed to examine the commercial wisdom of the shareholders and creditors.

11. On the basis of the above facts and submissions made by the learned counsel and by considering the entire facts and circumstances of the aforesaid company petition and on perusal of the Scheme and the proceedings, reports of the Regional Director and reply/undertakings of the Petitioner Companies thereon and

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the documents produced on record, the Scheme of Arrangement appears to be fair and reasonable and is not contrary to public policy and not in violation of any provisions of law, it appears that the requirements of the provisions of Sections 230 and 232 are satisfied by the Petitioner Companies. We are of the considered view that the proposed Scheme of Demerger is bona fide and in the interest of the shareholders and creditors.

12. In the result, the Company Petition is allowed with the following directions:-



- i. Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal to the scheme will not come in the way of action being taken, albeit, in accordance with the law, against the concerned persons, directors and officials of the Petitioners.
- ii. While approving the Scheme as above, it is further clarified that this order will not be construed as an order granting exemption from payment of stamp duty or taxes or any other charges, if payable, as per the relevant provisions of law or from any applicable permissions that may have to be obtained or, even compliances that may have to be made as per the mandate of law.
- iii. The Scheme of Arrangement (Copy of the Scheme enclosed at Page No.385 to 419 of the Petition) is hereby sanctioned

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and it is declared that the same shall be binding on the Petitioner Companies and their respective Shareholders and Creditors, Employees and all concerned under the Scheme.

iv. The Scheme shall become effective from the Appointed Date i.e., 01.04.2022 and shall be made operational from the date of filing of the orders with the Registrar of Companies.

v. All licenses, permissions, permits, approvals, certificates, clearances, authorities, leases, tenancy, assignments, rights, claims, liberties, special status, other benefits or privileges and any power of attorney relating to the Investment Undertaking along with all the assets and liabilities of the Demerged Undertaking shall stand transferred to and vest in the Resulting Company, without any further act or deed. The Resulting 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 Resulting Company.

vi. All the liabilities of the Investment Undertaking of the Demerged Company be transferred, without further act or deed, to the Resulting Company and accordingly the same shall pursuant to Sections 230 and 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Resulting Company.



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vii. All contracts, agreements, insurance policies, bonds and all other instruments of whatsoever nature or description, of the Investment Undertaking of the Demerged Company, shall stand transferred to and vested in the Resulting Company and be in full force and effect in favour of the Resulting Company and may be enforced by or against it as fully and effectually against the Resulting Company.

viii. All taxes paid or payable by the Investment Undertaking of the Demerged Company including existing and future incentives, un-availed credits and exemptions, benefit of carried forward losses and other statutory benefits, shall be available to and vest in the Resulting Company.



ix. All proceedings now pending by or against the Investment Undertaking of the Demerged Company, if any, shall be continued by or against the Resulting Company.

x. All employees in the service of the Investment Undertaking of the Demerged Company shall be deemed to have become the employees and the staff of the Resulting Company on date on which the scheme finally takes effect on the basis that their services shall be deemed to have been continuous and not have been interrupted by reasons of the said transfer and on terms and conditions no less favourable than those on which they were/ are engaged, as on the Effective Date.

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- xi. The Petitioner Companies are directed to preserve their books of accounts and papers and records and not to dispose of without the prior permission of the Central Government in terms of provisions of Section 239 of the Companies Act, 2013.
- xii. All concerned authorities to act on a copy of this order along with the Scheme duly authenticated by the Registrar of this Tribunal. The Registrar of this Tribunal shall issue the certified copy of this order along with the Scheme immediately.
- xiii. The Petitioner Companies are further directed to file a copy of this order along with the copy of the Scheme with the Registrar of Companies, Andhra Pradesh electronically, along with e-form INC-28 in addition to physical copy within 30 days from the date of issuance of the certified copy of the Order by the Registry as per relevant provisions of the Act.
- xiv. Income Tax Department will be free to examine the aspect of any tax payable as a result of the sanction of the Scheme and if it is found that the Scheme of Arrangement ultimately results in tax avoidance or is not in accordance with the applicable provisions of Income Tax Act, then the Income Tax Department shall be at liberty to initiate appropriate course of action as per law. Any sanction of the Scheme of Arrangement under Sections 230-232 of the Companies Act,



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2013 shall not adversely affect the rights of Income Tax Department or any past, present or future proceedings and the sanction of the scheme shall not come in its way for the appropriate course of action as per law for the tax liabilities, if any.

- xv. The Petitioner Companies are directed to issue newspaper publication with respect to approval of Scheme of Arrangement, in the same newspaper in which previous publications were issued in order to ensure transparency/dissemination of complete information to all concerned parties about the approval granted by the Tribunal for the Scheme as proposed.



- xvi. The Petitioner Companies are further directed to take all consequential and statutory steps required in pursuance of the approved Scheme of Arrangement under the provisions of the Act.
- xvii. The Petitioner Companies are also directed to strictly comply with all the Undertakings given by them including those with regard to payment of due taxes and other statutory dues as mentioned in foregoing paragraphs of this order.
- xviii. The Petitioner Companies are directed to strictly adhere to the above directions and applicable provisions of the Companies Act.

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xix. Any person aggrieved shall be at liberty to apply to the Tribunal in the above matter for any direction that may be necessary.

13. Accordingly, the Scheme stands sanctioned and the Company Petition bearing CP (CAA)/5/230/AMR/2023 connected with CA(CAA)/2/230/AMR/2023 is allowed and stands disposed of, in terms of the above order.



*Sd/-*  
SANJAY PURI  
MEMBER (TECHNICAL)

*Sd/-*  
RAJEEV BHARDWAJ  
MEMBER (JUDICIAL)

*Swamy Naidu (PS)*

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SCHEME OF ARRANGEMENT

AMONGST

MANGAL INDUSTRIES LIMITED  
(DEMERGED COMPANY)

AND

AMARA RAJA BATTERIES LIMITED  
(RESULTING COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS  
(UNDER SECTION 230 TO 232 AND OTHER APPLICABLE  
PROVISIONS OF THE COMPANIES ACT, 2013)



For Mangal Industries Limited

*G. Satish Kumar*

G. Satish Kumar  
Chief Financial Officer



For Amara Raja Batteries Limited

*Vikas Sabharwal*

Vikas Sabharwal  
Company Secretary





A. PREAMBLE

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This Scheme of Arrangement (the "Scheme" as more particularly defined hereunder) is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and rules framed thereunder as may be applicable and Section 2(19AA) and other relevant provisions of the Income Tax Act, 1961 as applicable for the Demerger of the Demerged Undertaking (defined hereafter) of Mangal Industries Limited ("MIL" or "Demerged Company") into Amara Raja Batteries Limited ("ARBL" or "Resulting Company") ("Demerger"). ARBL and MIL are collectively referred to as "Companies" and individually as "Company".

This Scheme (as defined hereinafter), inter alia, provides for:

- a) the demerger, transfer and vesting of the Demerged Undertaking (as defined hereinafter) from the Demerged Company to Resulting Company; and
  - b) various other matters consequential or otherwise integrally connected therewith.
- each in the manner as more particularly described in this Scheme

B. BACKGROUND

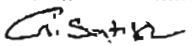
1. ARBL is a public limited company incorporated on 13<sup>th</sup> February 1985 with Corporate Identification Number: L31402AP1985PLC005305 and having its registered office at Renigunta Cuddapah Road, Karakumbadi, Tirupati, Andhra Pradesh 517520. ARBL is into manufacturing of energy storage products for both industrial and automotive applications. The equity shares of ARBL are listed on Stock Exchanges (as defined below) in India.
2. MIL is a public limited company incorporated on 09<sup>th</sup> November 1990 with Corporate Identification Number U15122AP1990PLC011932 and having its registered office at Renigunta Cuddapah Road, Karakumbadi, Tirupati, Andhra Pradesh 517520. MIL is engaged in various businesses such as Plastic Component for Battery Business (as defined hereinafter), manufacturing of auto components (including fasteners, plastics, copper inserts / connectors and others), metal fabrication, storage solution, lead bushes and trading of various products, etc.
3. The Demerged Company is engaged in various businesses through multiple Strategic Business Units ("SBUs") including the Plastic Component for Battery Business (as defined below).

Through this Scheme, the Demerged Company seeks to demerge its Plastic Component for Battery Business into the Resulting Company and it would continue to run and operate the Retained Business (as defined below). The underlying business rationale and objectives are given below.

C. RATIONALE

The Resulting Company, since its incorporation, has focussed on manufacturing of lead-acid based batteries and had strategically outsourced a few important back-end operations / functions. One such major back-end outsourced operations is manufacturing of plastic components for batteries.

For Mangal Industries Limited

  
G. Satish Kumar  
Chief Financial Officer



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For Amara Raja Batteries Limited

  
Vikas Sabharwal  
Company Secretary



including that of plastic containers, jars, covers, small plastic parts, handles etc., to the Demerged Company.

The Demerged Company is engaged in various businesses such as Plastic Component for Battery Business, manufacturing of auto components (including fasteners, plastics, copper inserts / connectors and others), metal fabrication, storage solution, lead bushes and trading of various products, etc. The entire output generated from the Plastic Component for Battery Business is currently sold to the Resulting Company.

As the Resulting Company acquired substantial market share over a period of time in the lead acid-based battery business, the management of the Resulting Company has strategically decided to integrate the Plastic Component for Battery Business of the Demerged Company, with its core battery manufacturing operations.

Accordingly, pursuant to the Scheme, the Plastic Component for Battery Business will be demerged into the Resulting Company and the Demerged Company would continue to run and operate the Retained Business. The Scheme is being proposed with a view to simplify the existing operations between the two Companies in order to increase efficiencies.

The implementation of this Scheme will result in the following benefits:

The backward integration is expected to enhance the Resulting Company's control over the supply and inventory management of its raw materials. This would help with a unified approach on supply chain management and consequent synergies leading to optimization of resource utilisation, reduced operational, logistics, supervisory and overhead / utilities costs, reduce duplication of administrative efforts and better procurement policies and prices, for the Resulting Company.

The Resulting Company is focussed on its sustainability initiatives and accordingly, is in the process of setting up battery recycling plant. Operations in this new plant are expected to generate plastic scrap which can be used to manufacture new battery containers and covers in the facilities of Demerged Undertaking, thereby stabilising the procurement process and adding further synergies in the combined business.

The proposed Demerger is expected to enhance the Resulting Company's margins and profitability, which would enhance value for all its stakeholders.

The management of the Demerged Company intends to increase its focus on the Retained Business i.e., business of manufacturing of auto components (including fasteners, plastics, copper inserts / connectors and others), metal fabrication, storage solution, lead bushes and trading of various products etc. Increased focus would help in improving MIL's performance metrics leading to better value creation and growth of the Retained Business.

For Mangal Industries Limited

G. Sathish Kumar  
Chief Financial Officer



For Amara Raja Batteries Limited  
Vikas Sabharwal  
Company Secretary



In view of the aforesaid, the Board of Directors of the Demerged Company and the Resulting Company have considered it desirable and expedient to demerge the Demerged Undertaking of the Demerged Company and vest the same with the Resulting Company. Such demerger is expected to be in the best interest of both Companies, their respective shareholders, creditors, employees and other stakeholders.

**D. PARTS OF THE SCHEME**

The Scheme is divided into following parts:

1. Part I deals with Definitions, Interpretations and Share Capital
2. Part II deals with the Demerger of the Demerged Undertaking (as defined below) from Demerged Company into the Resulting Company
3. Part III deals with the general terms and conditions applicable to the Scheme and other matters consequential and integrally connected thereto.

**E. TREATMENT OF THE SCHEME FOR THE PURPOSES OF INCOME-TAX ACT, 1961**

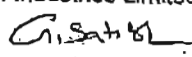
The Scheme has been drawn up in compliance with the conditions relating to 'Demerger' as specified under Section 2(19AA) of the Income Tax Act as a going concern, without any further act or deed, as per the provisions contained herein, together with all its properties, assets, liabilities, rights, benefits and interest therein, subject to existing charges, if any, thereon.

If any of the terms or provisions of the Scheme is / are found or interpreted to be inconsistent with the provisions of Section 2(19AA) of the Income Tax Act at a later date, including resulting from an amendment of Law or for any other reason whatsoever, the provisions of Section 2(19AA) of the Income Tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(19AA) of the Income Tax Act. Such modifications will however not affect the other parts of the Scheme.

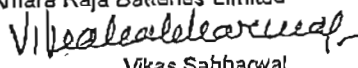
**F. NO COMPROMISE WITH CREDITORS**

Under the proposed Scheme, there is no compromise proposed to be entered into with the creditors (either secured and/or unsecured) of the Demerged Company and/or the Resulting Company. The liability towards the creditors (either secured and/or unsecured) of the Demerged Company (relating to the Demerged Undertaking) is neither being reduced nor being extinguished but shall be assumed and discharged by the Resulting Company in its ordinary course of business.

For Mangal Industries Limited

  
G. Salish Kumar  
Chief Financial Officer

For Amara Raja Batteries Limited

  
Vikas Sabharwal  
Company Secretary



PART I - DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

## 1. Definitions

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the meanings respectively assigned against them:

- 1.1 "Act" means the Companies Act, 2013 and the rules and regulations made thereunder and shall include any statutory modification, amendments or re-enactment thereof for the time being in force;
- 1.2 "ARGC Facility" means manufacturing facility of plastic components for batteries (inter-alia comprising of leasehold land, building, plant and machinery, other assets etc.) located at Majara Kodiapalli Village, Yadamari Mandal, Chittoor District, Andhra Pradesh. 517422;
- 1.3 "Appointed Date" means 1<sup>st</sup> April 2022, or such other date as may be mutually agreed by the Board of Directors of MIL and ARBL and conveyed to the Jurisdictional Hon'ble National Company Law Tribunal in writing;
- 1.4 "Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgement, order, decree, clearance, approval, directive, guideline, requirement or any similar form of determination by or decision of any Appropriate Authority, that is binding or applicable to a person, whether in effect as of the date on which this Scheme has been approved by the Board of Directors of the Companies or at any time thereafter;
- 1.5 "Appropriate Authority" means any national, state, provincial, local or similar governmental, statutory, regulatory, administrative authority, agency, commission, departmental or public body or authority, board, branch, tribunal or court or other entity authorized to make laws, rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law including the Registrar of Companies, Regional Director, Official Liquidator, Reserve Bank of India, Securities and Exchange Board of India, Stock Exchanges, National Company Law Tribunal and such other sectoral regulators or authorities as may be applicable;
- 1.6 "Board of Directors" means Board of Directors of the Demerged Company and/or Resulting Company, as the case may be or any committee thereof duly constituted, or any other person duly authorized by the relevant Board of Directors for the purpose of this Scheme;
- 1.7 "Demerged Company" means Mangal Industries Limited (Corporate Identification Number: U15122AP1990PLC011932), an unlisted public limited company incorporated under provisions of

For Mangal Industries Limited

*G. Satish Kumar*

G. Satish Kumar  
Chief Financial Officer



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For Amara Raja Batteries Limited

*Vikas Sabharwal*

Vikas Sabharwal  
Company Secretary





the Companies Act, 1956 and having its registered office at Renigunta Cuddapah Road, Karakambadi, Tirupati, Andhra Pradesh 517530;

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- 1.8 "Demergeil Undertaking" means all the businesses, undertakings, activities, operations and properties of the Demerged Company, of whatsoever nature and kind and wherever situated, exclusively related to or pertaining to the conduct of, or the activities of, the Plastic Component for Battery Business of the Demerged Company (which includes the ARGC Facility, HO Facility and Petanitta Facility) and shall include, without limitation the following as proposed to be transferred to the Resulting Company on a going concern basis:

a. Assets

- i. all properties and assets of the PCB Business including all movable or immovable properties and assets, freehold, leasehold or licensed properties and assets including land granted by Appropriate Authority for business purposes, tenancy rights, hire purchase and lease arrangements, real or personal, corporeal or incorporeal or otherwise, present, future, contingent, tangible or intangible, furniture, fixtures, office equipment, appliances, accessories, vehicles, investments, stocks, sundry debtors, deposits, provisions, advances, recoverable, receivables, title, interest, cash and bank balances, bills of exchange, covenants, all earnest monies, security deposits, or other entitlements, funds, powers, authorities, licenses, registrations, quotas, allotments, consents, privileges, liberties, advantages, easements and all the rights, title, interests, goodwill, benefits, fiscal incentives, entitlement and advantages, contingent rights or benefits belonging to or in the ownership, power, possession or the control of or vested in or granted in favor of or held for the benefit of or enjoyed by the Demerged Company with respect to PCB Business;
- ii. all rights in intellectual property (whether owned, licensed or otherwise, whether registered or unregistered) used in relation to the PCB Business including copyrights, trademark, trade names, service marks, brand names, design, trade secrets, logos, patents along with all rights of commercial nature, know-how and other intellectual property rights of every kind and description, whether registered or unregistered or pending registration, and the goodwill arising therefrom or intellectual rights of whatsoever nature and advantages of whatever nature in connection with the above;
- iii. all current assets including inventories, sundry debtors, receivables, cash and bank accounts (including bank balances), fixed deposits, loans and advances, actionable claims, insurance claims, bills of exchanges and debit notes for the purpose of carrying on the PCB Business;
- iv. all rights or benefits, benefits of any deposit, receivables, claims against any vendor or advances or deposits paid by or deemed to have been paid, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, hire purchase contracts, lending contracts, rights and benefits under any agreement, benefits of any security arrangements or under any guarantee, vehicles, guest houses, godowns, share of any joint assets and other facilities pertaining to PCB Business;
- v. all 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 interests held in trusts, registrations, contracts, engagements, arrangement of all kinds, privileges and all other rights, easements, liberties and advantages of



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Company Secretary



whosoever nature and wheresoever situated 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 company or in connection with or relating to the PCB Business;

- vi. all permissions, approvals, consents, subsidies privileges, income Tax benefits and exemptions, accumulated tax losses, unabsorbed depreciation, indirect tax benefits and exemptions, all other rights, benefits and liabilities related thereto including licenses, powers and facilities of every kind, nature and description whosoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to PCB Business;
- vii. all licenses, but not limited to licenses granted by any government, statutory or regulatory bodies for the purpose of carrying on the business or in connection therewith, approvals, authorizations, permissions including municipal permissions, consents, registrations including import registrations, certifications, no objection certificates, quotas including import quotas, rights, permits including import permits, exemptions, subsidies, incentives, Tax deferrals, credits (including conveyer credits, sales tax credits, good and service tax credits and income tax credits), privileges, advantages and all other rights and facilities of every kind, nature and description whosoever for the purpose of carrying on the PCB Business;
- viii. all application monies, advance monies, earnest monies and/ or security deposits paid or deemed to have been paid and payments against other entitlements with respect to PCB Business;
- ix. all agreements, contracts, arrangements, understandings, engagements, deeds and instruments including lease/ license agreements, tenancy rights, equipment purchase agreements, master service agreements, loan license agreements, third party manufacturing agreements, insurance policies and other agreements with the customers, purchase and other agreements/ contracts with the supplier/manufacturer of goods/ service providers and all rights, title, interests, claims and benefits there under for the purpose of carrying on the PCB Business; and
- x. all books, records, files, papers, process information, computer programs, software licenses (whether proprietary or otherwise), drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to PCB Business.

**b. Liabilities**

The debts, duties, obligations and liabilities (including all future liabilities in relation to the PCB Business, contingent liabilities and claims), whether provided for or not in the books of accounts, all guarantees, assurances, commitments, obligations of any kind. It is clarified that the liabilities pertaining to the PCB Business include the following:

- i. liabilities which accrue or arise out of the activities or operations of the land parcels proposed to be demerged as part of the PCB Business including current liabilities, contingent liabilities, provision for expenses and other trade payables specifically related to operations/land parcels proposed to be demerged as part of the PCB Business;
- ii. without limiting the generality of sub-clause (b)(i) above, all litigations or claims or legal proceedings pertaining to, or relatable to the PCB Business;
- iii. loans or borrowings raised, incurred and utilized solely for the activities or operations of the PCB Business.

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G. Satish Kumar  
Chief Financial Officer

For Amara Raja Batteries Limited



Vikas Sabharwal  
Company Secretary

## c. Others

Permanent and/or temporary employees, workmen, staff, contract staff or laborers engaged in the PCB Business as may be determined by the Board of Directors of Demerged Company ("Transferred Employees") and all trainees, interns, apprentices etc. ("Trainees and Interns") engaged in the PCB Business as may be determined by the Board of Directors of Demerged Company.

Any question that may arise as to whether a specific asset or liability pertains or does not pertain to the PCB Business or whether it arises out of the activities or operations of the PCB Business shall be decided by mutual agreement between Boards of Directors of the Demerged Company and the Resulting Company

Further the Demerged Company and the Resulting Company may mutually decide the modalities/commercial arrangement between the said Companies with regard to utilization of resources to ensure smooth transition and functioning of the respective businesses;

- 1.9 "Effective Date" or "upon the Scheme becoming effective" or "upon coming into effect of this Scheme" means the last of the dates on which all the conditions and matters referred to in Clause 21 of the Scheme occur or have been fulfilled, obtained or waived, as applicable, in accordance with this Scheme. Any references in this Scheme to the "date of coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date;
- 1.10 "Encumbrance" or to "Encumber" means without limitation any options, claim, pre-emptive right, easement, limitation, attachment, restraint, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance or interest of any kind securing, or conferring any priority of payment in respect of any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law;
- 1.11 "HO Facility" means manufacturing facility of plastic components for batteries (inter-alia comprising of land, building, plant and machinery, other assets etc.) located at Kenigunta-Guddupah Road, Karakambadi Village, Tirupati-Chittoor District, Andhra Pradesh, 517520;
- 1.12 "IT Act" or "Income-tax Act" means the Income-tax Act, 1961, of India, including any statutory modifications, re-enactments or amendments thereof and rules framed thereunder for the time being in force;
- 1.13 "National Company Law Tribunal" or "NCLT" or "Tribunal" means the National Company Law Tribunal having jurisdiction in relation to the Companies and/ or the National Company Law Appellate Tribunal ("NCLAT") as constituted and authorized as per the provisions of the Act for



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G. Satish  
G. Satish Kumar  
Chief Financial Officer



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Vikas Sabharwal  
Company Secretary





approving any scheme of arrangement, compromise or reconstruction of companies under sections 230 to 232 of the Act and shall include, if applicable, such other forum or authority as may be vested with the powers of a Hon'ble Tribunal for the purposes of Sections 230 to 232 of the Act as may be applicable;

- 1.14 "Parties" or "Companies" means collectively the Demerged Company and the Resulting Company and "Party", or "Company" shall mean each of them, individually;
- 1.15 "Plastic Component for Battery Business or PCB Business" means the business of manufacturing plastic components for batteries such as containers, jars, covers, small plastic parts, handles etc;
- 1.16 "Petamitta Facility" means manufacturing facility of plastic components for batteries (*inter-alia* comprising of plant and machineries and other related assets / utilities etc.; list of which is specified in Annexure I), currently located at Petamitta Village, Thalapalapalli Post, Puthalapattu Mandal, Chittoor District, Andhra Pradesh, 517124 proposed to be transferred to facilities mentioned in ARGC Facility and HO Facility;
- 1.17 "Record Date" means a mutually agreed date to be fixed by the Board of Directors of the Demerged Company or a committee thereof duly authorized by the Board of Directors of Demerged Company for the purposes of determining the shareholders of the Demerged Company to whom shares would be issued and allotted in accordance with Clause 10.1 of this Scheme;
- 1.18 "Registrar of Companies" means the Registrar of Companies having jurisdiction over the Companies;
- 1.19 "Resulting Company" means Amara Raja Batteries Limited (Corporate Identification Number: L31402AP1985PLC005305), a publicly listed company incorporated under provisions of the Companies Act, 1956 and having its registered office at Renigunta Cuddapah Road, Karakambadi, Tirupati, Andhra Pradesh 517520;
- 1.20 "Retained Business" or "Remaining Business" or "Remaining Business of the Demerged Company" or "Retained Business of the Demerged Company" means all the business, units, divisions, undertakings, assets, investments, liabilities, employees, licenses, approvals, etc. of the Demerged Company other than the Demerged Undertaking, comprising of, *inter-alia*, business of manufacturing of auto components (including fasteners, plastics, copper inserts / connectors and others), metal fabrication, storage solution, lead bushes and trading of various products etc.;
- 1.21 "Scheme" or "the Scheme" or "this Scheme" or "the Scheme of Arrangement" means this Scheme of Arrangement presented under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 in its present form or with any modification(s) made under Clause 18 of this scheme or any modifications approved or directed by the Hon'ble NCLT;

For Mangal Industries Limited

G. Satish Kumar  
G. Satish Kumar  
Chief Financial Officer



For Amara Raja Batteries Limited

Vikas Sabharwal  
Vikas Sabharwal  
Company Secretary





- 1.22 "SEBI" means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 1.23 "SEBI Scheme Circulars" means the Master Circular bearing reference number SEBI/HO/CFD/DIL1/CIR/P/2021/0000000663 dated November 23, 2021, issued by the SEBI, as amended or replaced from time to time;
- 1.24 "Stock Exchange" means BSE Limited and National Stock Exchange of India Limited;
- 1.25 "Taxes" or "Tax" or "Taxation" means and include any tax, whether direct or indirect, including buy back tax, central sales tax ("CST"), charges, customs duty, dividend distribution tax, duties (including stamp duties, excise duty, fees, foreign tax credit and equalization levy), goods and service tax ("GST"), income tax (including withholding tax ("TDS")), levies, local body taxes, octroi, service tax, tax collected at source ("TCS"), value added tax ("VAT"), or other similar assessments by or payable to any Appropriate Authority, including in relation to (a) assets, capital gains, employment, entry, expenditure, foreign trade policy, gift, gross receipts, immovable property, imports, income, interest, licensing, movable property, municipal, payroll and franchise taxes, premium, profession, sales, services, transfer, use, wealth, withholding; and (b) any assessments, fines, interest, penalties or additions to tax resulting from, attributable to or incurred in connection with any proceedings or late payments in respect thereof;
- 1.26 "Transition Period" means the period starting from the date immediately from and after the Appointed Date till the Effective Date;
2. In this Scheme, unless the context otherwise requires:
- words denoting the singular shall include the plural and vice versa;
  - headings and bold typefaces are only for convenience and shall be ignored for the purpose of interpretation;
  - references to the word "include" or "including" shall be construed without limitation;
  - a reference to a clause, section or part is, unless indicated to the contrary, a reference to a clause, section or part of this Scheme;
  - unless otherwise defined, the reference to the word "days" shall mean calendar days;
  - reference to a document includes an amendment or supplement to, or replacement or novation of that document;
  - word(s) and expression(s) elsewhere defined in the Scheme shall have the meaning(s) respectively ascribed to them; and
  - All terms and words used but not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other Applicable Laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof for the time being in force.

For Mangal Industries Limited

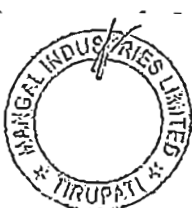
G. Sathya

G. Sathya Kumar  
Chief Financial Officer

For Amara Raja Batteries Limited

Vikas Sabharwal

Vikas Sabharwal  
Company Secretary



### 3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Hon'ble NCLT or any other statutory authorities or in terms of this Scheme shall be effective from the Appointed Date but shall be operative from the Effective Date.

### 4. SHARE CAPITAL

#### 4.1 The share capital of the Demerged Company as on 31<sup>st</sup> March 2022 is as under:

Particulars	Amount (Rs.)
<b>Authorised Share Capital</b>	
1,50,00,000 Equity Shares of Rs. 10/- each	15,00,00,000.00
<b>Total</b>	<b>15,00,00,000.00</b>
<b>Issued, Subscribed and Paid-up Share Capital</b>	
1,39,01,877 Equity Shares of Rs. 10/- each	13,90,38,770.00
<b>Total</b>	<b>13,90,38,770.00</b>

There has been no change in the issued, subscribed and paid-up share capital of the Demerged Company subsequent to 31<sup>st</sup> March 2022.

#### 4.2 The share capital of the Resulting Company as on 31<sup>st</sup> March 2022 is as under:

Particulars	Amount (Rs.)
<b>Authorised Share Capital</b>	
20,00,00,000 Equity Shares of Re. 1/- each	20,00,00,000
<b>Total</b>	<b>20,00,00,000</b>
<b>Issued Share Capital</b>	
17,50,28,500 Equity Shares of Re. 1/- each	17,50,28,500
<b>Total</b>	<b>17,50,28,500</b>
<b>Subscribed and Paid-up Share Capital</b>	
17,08,12,500 Equity Shares of Re. 1/- each	17,08,12,500
<b>Total</b>	<b>17,08,12,500</b>

There has been no change in the issued, subscribed and paid-up share capital of the Resulting Company subsequent to 31<sup>st</sup> March 2022.

The equity shares of the Resulting Company are listed on the Stock Exchange.

For Mangal Industries Limited

G. Satish Kumar

G. Satish Kumar  
Chief Financial Officer

For Amara Raja Batteries Limited

Vikas Sabharwal

Vikas Sabharwal  
Company Secretary



PART II - DEMERGER AND VESTING OF DEMERGED UNDERTAKING INTO THE RESULTING COMPANY

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5. DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING

5.1 Upon the Scheme becoming effective and with effect from the Appointed Date, subject to the provisions of this Scheme and pursuant to Sections 230 to 232 of the Act and the SEBI Scheme Circular, the Demerged Undertaking shall, without any further act, instrument or deed, be transferred to, and be vested in or be deemed to have been transferred to and vested in Resulting Company, as a going concern, so as to vest in the Resulting Company the assets, liabilities, contracts, arrangements, employees, permits, records, etc. of the Demerged Undertaking by virtue of operation of law and in the manner provided in this Scheme. The same shall *inter-alia* include:

(a) All the movables including cash in hand, if any, of the Demerged Undertaking capable of passing by manual delivery, shall be so delivered or endorsed as the case may be, to the Resulting Company;

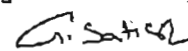
(b) In respect of movables of the Demerged Undertaking other than those specified in sub-clause (a) above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies and customers and other persons, pertaining to the Demerged Undertaking, the following modus operandi for intimating the third parties shall, to the extent possible be followed:

(i) Demerged Company shall give notice in such form as it may deem fit and proper, to each person, party, debtor, loanee or depositor as the case may be, belonging to or related to the Demerged Undertaking, that pursuant to the Hon'ble NCLT having sanctioned the Scheme, the said debt, loan, advances, bank balances or deposits be paid or made good or held on account of the Resulting Company as the person entitled thereto to the end and intent that the right of the Demerged Company to recover or realise the same stands extinguished and that appropriate entry should be passed in its books to record the aforesaid change;

(ii) The Resulting Company may also give notice in such form as it may deem fit and proper to each person, debtor, loanee or depositor, as the case may be, belonging to or related to the Demerged Undertaking, that pursuant to the Hon'ble NCLT having sanctioned the Scheme, the said debt, loan or deposit be paid or made good or held on account of the Resulting Company and that the right of the Demerged Company to recover or realize the same stands extinguished;

(iii) On and from the Effective Date, and till such time that the name of the bank accounts pertaining to Demerged Undertaking, has been replaced with that of Resulting Company,

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Chief Financial Officer



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Company Secretary





Resulting Company shall be entitled to maintain and operate the bank accounts pertaining to the Demerged Undertaking for such time as may be determined to be necessary;

- (iv) All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of Demerged Company belonging to or related to the Demerged Undertaking after the Effective Date shall be accepted by the bankers of Resulting Company and credited to the account of Resulting Company upon presentation by such Resulting Company;
- (v) In relation to other assets belonging to Demerged Undertaking, which require separate documents for transfer, or which the Demerged Company and/or the Resulting Company otherwise desire to be transferred separately, the Demerged Company and the Resulting Company each will execute such deeds, documents or such other instruments or writings or create evidence, if any, as may be necessary;
- (c) Without prejudice to the aforesaid, all immovable properties (including but not limited to the land, buildings, offices, sites, tenancy rights related thereto, and other immovable property, including accretions and appurtenances), whether or not included in the books of the Demerged Company, whether freehold or leasehold (including but not limited to any other document of title, rights, interest, and easements in relation thereto) of the Demerged Undertaking shall stand transferred to and be vested in the Resulting Company, as the successor to the Demerged Company, without any act or deed to be done or executed by the Demerged Company or the Resulting Company.
- Provided that, with respect to the transfer of immovable properties of the Demerged Undertaking, whether owned or leased by the Demerged Company, and vesting into Resulting Company under this Scheme, if the Resulting Company so decides, the concerned parties, shall execute and register or cause so to be done, separate deeds of conveyance / affidavits setting out the particulars of the properties or deeds of assignment of lease, as the case may be, in favour of the Resulting Company in respect of such immovable properties. Each of such immovable properties, only for the payment of stamp duty, shall be deemed to be conveyed at the guideline value of such properties adopted by the stamp duty authorities as on the Effective Date. The execution of such deeds / affidavits only for the purpose of payment of stamp duty and registration fees (if applicable) shall form an integral part of the Scheme. Details of the land and building / shed belonging to or related to the Demerged Undertaking located at HO Facility and ARGG Facility are specifically provided in Annexure 2;
- (d) In respect of such of the said assets other than those referred to in sub-clause (a) to (c) above, the same shall, without any further act, instrument or deed, be transferred to, and vested in, and/or be deemed to be transferred to and vested in, the Resulting Company;

5.2 Upon the Scheme coming into effect and with effect from the Appointed Date, all rights entitlements, licenses, applications and registrations relating to copyrights, trademark, trade names,

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G. Satish Kumar  
Chief Financial Officer



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Vikas Sabharwal  
Company Secretary





service marks, brand names, design, trade secrets, logos, patents along with all rights of commercial nature, know-how and other intellectual property rights of every kind and description, whether registered or unregistered or pending registration, and the goodwill arising therefrom, relating to the Demerged Undertaking, to which either the Demerged Company is a party or to the benefit of which the Demerged Company may be / was eligible or entitled, shall become the rights, entitlement or property of Resulting Company and shall be enforceable by or against Resulting Company, as fully and effectually as if, instead of the Demerged Company, Resulting Company had been a party or beneficiary or obligee thereof or the holder or owner thereof;

### 5.3 Upon effectiveness of the Scheme,

- (a) The Demerged Company may, at its sole discretion but without being obliged to, give notice in such form as it may deem fit and proper, to such persons, as the case may be, that any debt, receivable, bill, credit, loan, advance, debenture or deposit relating to the Demerged Undertaking stands transferred to and vested in Resulting Company and that appropriate modification should be made in their respective books / records to reflect the aforesaid changes;
- (b) all liabilities relating to and comprised in the Demerged Undertaking including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Demerged Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations of Demerged Undertaking, shall, stand transferred to and vested in or deemed to be transferred to and vested in the Resulting Company, without any further act, instrument, deed, matter or thing;
- (c) In so far as any Encumbrance in respect of liabilities is concerned, such Encumbrance shall, without any further act, instrument or deed being required to be taken or modified, be extended to and shall operate only over the assets comprised in the Demerged Undertaking which have been Encumbered in respect of the liabilities as transferred to Resulting Company pursuant to the Scheme;
- (d) For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising of the Remaining Business are concerned, the Encumbrance, if any, over such assets relating to the liabilities of the Demerged Undertaking shall without any further act, instrument or deed being required, be released and the Demerged Company shall be discharged from the obligations and Encumbrances relating to the same;
- (e) In so far as the assets comprised in the Demerged Undertaking are concerned, the Encumbrance over such assets relating to any loans, borrowings or other debts which are not transferred to the Resulting Company pursuant to this Scheme and which continue with the Demerged Company shall without any further act, instrument or deed be released from such Encumbrance

For Mangal Industries Limited

G. Satish

G. Satish Kumar  
Chief Financial Officer



For Amara Raja Batteries Limited

Vikas Sabharwal

Vikas Sabharwal  
Company Secretary



and such assets of the Demerged Undertaking shall no longer be available as security in relation to such liabilities;

- (f) If the Demerged Company is entitled to any unutilized credits (including accumulated losses, unabsorbed depreciation and goods & service tax credit, if any), benefits under the state or central fiscal / investment incentive schemes and policies or concessions relating to the Demerged Undertaking under any Tax law or Applicable Law, Resulting Company shall be entitled, as an integral part of the Scheme, to claim such benefit or incentives or unutilised credits as the case may be without any specific approval or permission. Without prejudice to the generality of the foregoing, in respect of unutilized Input credits of goods and service tax of the Demerged Company, the portion which will be attributed to the Demerged Undertaking and be transferred to Resulting Company shall be determined by the Board of Directors of the Demerged Company in accordance with the Applicable Law;
- (g) With respect of any refund, benefit, incentive, grant or subsidy in relation to or in connection with the Demerged Undertaking, the Demerged Company shall, if so required by Resulting Company, issue notices in such form as Resulting Company may deem fit and proper, stating that pursuant to the Hon'ble NCLT having sanctioned this Scheme, the relevant refund, benefit, incentive, grant or subsidy be paid or made good to or held on account of Resulting Company, as the person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realise the same stands transferred to Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid changes;
- (h) On and from the Effective Date, all cheques and other negotiable instruments and payment orders received or presented for encashment which are in the name of the Demerged Company and are in relation to or in connection with the Demerged Undertaking, shall be accepted by the bankers of Resulting Company and credited to the account of Resulting Company, if and when presented by Resulting Company;
- (i) The Resulting Company shall at any time upon the Scheme coming into effect and in accordance with the provisions hereof, 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 Demerged Undertaking to which the Demerged Company has been a party, in order to give formal effect to the above provisions;
- (j) Upon the Scheme coming into effect on the Effective Date and with effect from Appointed Date, in relation to the assets forming part of the Demerged Undertaking, if any, separate documents is required for vesting of such assets in the Resulting Company, or which the Demerged Company and/or the Resulting Company otherwise desire to be vested separately, the Demerged Company and the Resulting Company will execute such deeds, documents or such other instruments, if any, as may be mutually agreed;

For Mangal Industries Limited

*G. Satish Kumar*

G. Satish Kumar  
Chief Financial Officer



For Amara Raja Batteries Limited

*Vikas Sabharwal*  
Vikas Sabharwal  
Company Secretary



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- (k) It is hereby clarified that if any assets of the Demerged Undertaking, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such asset in trust for the benefit of the Resulting Company.

## 6. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 6.1 Upon coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, including contracts for tenancies and licenses, deeds, bonds, agreements, Incentives, benefits, exemptions, entitlements, arrangements, escrow arrangements and other instruments of whatsoever nature in relation to Demerged Undertaking to which the Demerged Company is a party or which is to the benefit of the Demerged Company, shall be in full force and effect with respect to the Resulting Company, and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary thereto. The Resulting Company shall enter into and/or issue and/or execute deeds, writings or confirmation or enter into any multipartite agreements, arrangements, confirmations or novations to which the Demerged Company will, if necessary, also be a party in order to give formal effect to the provisions of the clause, if so required or becomes necessary.

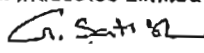
- 6.2 With effect from Appointed Date all permits, quotas, rights, entitlements, licences (including software licences), accreditations to trade and industrial bodies, privileges, powers, facilities, subsidies, rehabilitation schemes, special status and other benefits or privileges (granted by any government body, local authority or by any other person) of every kind and description of whatsoever nature in relation to the Demerged Undertaking, or to the benefit of which the Demerged Undertaking may be eligible, or having effect immediately before the Appointed Date, shall be and remain in full force and effect in favour of or against the Resulting Company, as the case may be, and may be enforced fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a beneficiary or obligee thereto.

- 6.3 It is hereby clarified that if any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking to which the Demerged Company is a party, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company.

- 6.4 With effect from the Appointed Date, any statutory licences, permissions or approvals or consents required to hold, sell, or deal with in any manner, the Demerged Undertaking of the Demerged Company shall stand vested in or transferred to the Resulting Company without any further act or deed, and shall be appropriately mutated by the Company concerned therewith in favour of the Resulting Company. The benefit of all such statutory and regulatory permissions, licences, approvals and consents including statutory licences, approvals, permissions or approvals or consents required to hold, sell, deal with in any manner, and exercise any right as a holder of the Demerged Undertaking of the Demerged Company shall vest in and become available to the Resulting Company pursuant to the Scheme, in so far as the various incentives, subsidies, special



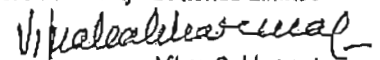
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Chief Financial Officer



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Vikas Sabharwal  
Company Secretary





status and other benefits or privileges enjoyed, granted by any government body, local authority or by any other person and availed by the Demerged Undertaking, shall vest with, and be available to, the Resulting Company on the same terms and conditions.

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- 6.3 The Resulting Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite agreement, confirmations or novations to which the Demerged Company will, if necessary, also be a party in order to give formal effect to the provisions of this Scheme, if it is so required or if it becomes necessary.

## 7. EMPLOYEES, TRAINEES AND INTERNS

- 7.1 Upon the effectiveness of this Scheme and with effect from the Effective Date, Resulting Company undertakes

(a) to engage, without any interruption in service, the Transferred Employees on terms and conditions no less favourable than those on which they are engaged by the Demerged Company;

(b) to continue to abide by any agreement / settlement or arrangement entered into or deemed to have been entered into by the Demerged Company with any of the aforesaid Transferred Employees or any of the Trainees and Interns or union representing the Transferred Employees then prior to the said Demerger;

(c) that the services of all such Transferred Employees of the Demerged Company prior to the demerger shall be taken into account for the purposes of all existing benefits to which the said Transferred Employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retiral / terminal benefits;

(d) the accumulated balances, if any, standing to the credit of the aforesaid Transferred Employees in the existing provident fund, gratuity fund and superannuation fund of which they are members, as the case may be, will be transferred respectively to such provident fund, gratuity fund and superannuation funds nominated by Resulting company and/or such new provident fund, gratuity fund and superannuation fund to be established in accordance with Applicable Law and ceased to be recognized by the Appropriate Authorities, by Resulting Company. Pending the transfer as aforesaid, the provident fund, gratuity fund and superannuation fund dues of the said Transferred Employees would be continued to be deposited in the existing provident fund, gratuity fund and superannuation fund respectively of the Demerged Company;

(e) Any disciplinary action initiated by the Demerged Company against any Transferred Employee or any of the Trainees and Interns shall have full force, effect and continuity as if it has been initiated by the Resulting Company instead of the Demerged Company;

- 7.2 Services of the Transferred Employees shall be taken into account from the date of their appointment with the Demerged Company, for the purposes of all retirement benefits and all other

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Company Secretary





Employee Benefits for which they may be eligible. The Resulting Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Demerged Company shall also be taken into account. The services of the Employees shall not be treated as having been broken or interrupted for the purpose of provident fund or gratuity or superannuation or other statutory purposes and for all purposes will be reckoned from the date of their appointments with the Demerged Company.

## 8. LEGAL PROCEEDINGS

8.1 Upon coming into effect of this Scheme, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) ("Proceedings") by or against the Demerged Company under any statute, pending on the Appointed Date, relating to the Demerged Undertaking, shall be continued and enforced by or against the Resulting Company after the Effective Date, to the extent legally permissible. To the extent such Proceedings cannot be taken over by the Resulting Company, the Proceedings shall be pursued by the Demerged Company as per the instructions of and entirely at the costs and expenses of the Resulting Company. In the event that such liability is incurred, or such claim or demand is made upon the Demerged Company pertaining to the Demerged Undertaking, then the Resulting Company shall reimburse and indemnify the Demerged Company for any payments made in relation to the same. The Demerged Company and the Resulting Company shall take appropriate steps in the respective court or forum of the Proceedings before which they are pending to appropriately substitute the name of the plaintiff, defendant, petitioner, respondent or other in the cause title respectively from that of the Demerged Company to the name of the Resulting Company, on due approval or sanction of such court or forum as appropriate.

8.2 Without prejudice to Clause 8.1 above, the Resulting Company undertakes that it shall at its own cost, file applications with the relevant Appropriate Authorities for changing the name of the party from Demerged Company to the Resulting Company in all legal proceedings by or against the Demerged Company forming part of the Demerged Undertaking existing as on the Effective Date (and including those that relate to the period prior to the Appointed Date) and shall make all necessary filings for such change of name such that the same may be continued, prosecuted, defended and enforced by the Resulting Company instead of the Demerged Company, to the exclusion of the Demerged Company, and the Demerged Company shall extend all assistance in such transfer into the Resulting Company's name, if required by the Resulting Company. It is clarified that the cost and expenses incurred in continuing, prosecuting, defending and enforcing the aforesaid proceedings shall be to the account of the Resulting Company, provided however that this is without prejudice to any Indemnity available to the Resulting Company for such costs and expenses.

## 9. TAXES AND TAXATION

9.1 Upon the Scheme becoming effective, each of the Demerged Company and the Resulting Company shall be entitled to file / revise their respective financial statements, its income-tax returns,

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withholding tax certificates, withholding tax returns, central goods and services tax, state goods and services tax, integrated goods and services tax, service tax, professional tax or and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credits of all taxes paid/ withheld, if any, Tax losses and unabsorbed depreciation, credit of foreign Taxes paid/ withheld etc., if any, pertaining to Demerged Undertaking as may be required consequent to implementation of this Scheme and where necessary to give effect to this Scheme, even if the prescribed time limits for filing for filing or revising such returns have lapsed. The Resulting Company shall have the right to claim refunds, Tax losses and unabsorbed depreciation, Tax credits, set-offs and/or adjustments relating to its income or transactions entered into by it by virtue of this Scheme with effect from Appointed Date. The Taxes or duties paid by, for, or on behalf of the Demerged Undertaking relating to the period on or after the Appointed Date respectively shall be deemed to be the Taxes or duties paid by the Resulting Company and shall be entitled to claim credit or refund for such Taxes or duties.

9.2 Any refund, under Tax laws due to the Demerged Company in relation to the Demerged Undertaking consequent to the assessment made on the Demerged Company whether relating to the period before or after the Appointed Date shall also belong to and be received by the Resulting Company upon this Scheme becoming effective.

9.3 Without prejudice to the generality of the above, all benefits, incentives, losses, credits to which the Demerged Company is entitled to in terms of Applicable Laws in relation to the Demerged Undertaking, shall be available to and vest in the Resulting Company, upon this Scheme coming into effect.

## 10. CONSIDERATION

10.1 Upon the Scheme coming into effect and in consideration of the transfer and vesting of the Demerged Undertaking of Demerged Company with the Resulting Company pursuant to this Scheme and subject to the provisions of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, acts, instrument or deed, issue and allot, on a proportionate basis, to each shareholder of the Demerged Company, whose name is recorded in the register of members as Member including index of beneficial owners maintained by the Demerged Company as on the Record Date, as follows:

*"65 (Sixty Five) equity shares of ARBL of INR 1/- each, fully paid-up for every 74 (Seventy Four) equity shares of MIL of INR 10/- each, fully paid-up" ("Share Entitlement Ratio")*

The equity shares of the Resulting Company to be issued to the shareholders of the Demerged Company in accordance with this clause 10.1 shall be hereinafter referred to as "New Equity Shares".

10.2 The New Equity Shares to be issued and allotted pursuant to the demerger of the Demerged Undertaking by the Resulting Company under this Scheme shall be subject to the provisions of the

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Chief Financial Officer



For Amara Raja Batteries Limited

Vikas Sabharwal  
Company Secretary



memorandum of association and articles of association of Resulting Company and shall rank *pari passu* in all respects with the then existing equity shares of the Resulting Company as on the Effective Date including with respect to dividend, bonus, right shares, voting rights and other corporate benefits attached to the equity shares of the Resulting Company.

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10.3 The issue and allotment of the New Equity Shares is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Hon'ble Tribunal without requiring any further act on the part of the Resulting Company or the Demerged Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Law, were duly complied with. Approval of this Scheme by the equity shareholders of the Resulting Company shall be deemed to be the due compliance of the provisions of Sections 42, 62 and other relevant and applicable provisions of the Act and rules made thereunder, along with other relevant provisions of Applicable Laws, for the issue and allotment of the equity shares by the Resulting Company to the members of the Demerged Company as on the Record Date, as provided in this Scheme and shall be carried out under the orders passed by the NCLT without requiring any further act on the part of the Companies or their shareholders.

10.4 Subject to Applicable Laws, the New Equity Shares that are to be issued in terms of this Scheme shall be issued in dematerialized form. New Equity shares to be issued by the Resulting Company to the shareholders of the Demerged Company pursuant to Clause 10.1 of this Scheme shall, subject to the receipt of necessary approvals, be listed and/or admitted to trading on the Stock Exchanges, where the shares of the Resulting Company are listed and/or admitted to trading. The Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of the said Stock Exchanges. The New Equity Shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing / trading permission is given by the designated Stock Exchange. The register of members maintained by the Resulting Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of Directors of the Resulting Company) be updated to reflect the issue of the New Equity Shares in terms of this Scheme. The shareholders of the Demerged Company who hold shares in physical form, should provide the requisite details relating to his/ her/ its account with a depository participant or other confirmations as may be required, to the Resulting Company, prior to the Record Date to enable it to issue the New Equity Shares in dematerialised form only. However, if no such details have been provided to the Resulting Company by the shareholders holding shares in physical share certificates on or before the Record Date, the Resulting Company shall deal with the relevant New Equity Shares in such manner as may be permissible under the Applicable Law, including by way of issuing the corresponding New Equity Shares in dematerialized form to a trustee nominated by the Board of Directors of the Resulting Company ("Trustee of Resulting Company") who shall hold such New Equity Shares in trust for the benefit of such shareholder. The New Equity Shares of Resulting Company held by the Trustee of Resulting Company for the benefit of the shareholder shall be transferred to the respective shareholder once such shareholder provides details of his/her/its demat account to the Trustee of Resulting Company, along with such other documents as may be required by the Trustee of Resulting Company. The



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Chief Financial Officer



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Company Secretary





respective shareholders shall have all the rights of the shareholders of the Resulting Company, including the right to receive dividend, voting rights and other corporate benefits, pending the transfer of New Equity Shares from the Trustee of Resulting Company. All costs and expenses incurred in this respect shall be borne by the shareholder or the Demerged Company.

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10.5 Fractional entitlements, if any, shall be consolidated. If such consolidated fractional entitlement exceed 1 (one) share, it shall be allotted in lieu thereof, to a trustee, authorized by the Board of Directors of the Resulting Company in this behalf, who shall hold in trust such New Equity Shares to the extent of consolidated fractional entitlement, on behalf of the shareholders of Demerged Company, with the express understanding that such trustee shall sell such New Equity Shares of the Resulting Company so allotted on the Stock Exchanges, at such time or times and at such price or prices and to such person, as such trustee deems fit, but within a period of 90 (ninety) days from the date of allotment of such New Equity Shares, and shall distribute the net sale proceeds, subject to Tax deductions and other expenses as applicable, to such shareholders of Demerged Company in proportion to their respective fractional entitlements. In case the number of such New Equity Shares to be allotted to the trustee by virtue of consolidation of fractional entitlements is a fraction, it shall be rounded off to the nearest lower integer. In case the number of such New Equity Shares to be allotted to the trustee by virtue of consolidation of fractional entitlements is less than 1 (one), Resulting Company shall not issue fractional shares to such shareholder or to the trustee mentioned above.

10.6 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of Directors of the Resulting Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Demerged Company, after the effectiveness of this Scheme.

10.7 In the event, any or all of the Parties restructure their share capital by way of share split / consolidation / issue of bonus shares during the pendency of this Scheme, the Share Entitlement Ratio stated in Clause 10.1 above shall be adjusted accordingly, to consider the effect of any such corporate actions undertaken by such Party.

10.8 If necessary, the Resulting Company shall before allotment of the New Equity Shares in term of the Scheme, increase, reclassify, and/or restructure its authorized share capital in such manner and by such amount as may be necessary to satisfy its obligation under the provisions of the Scheme in compliance with the applicable provisions of the Act and the Rules thereunder.

10.9 The Resulting Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchanges and SEBI Scheme Circular.

For Mangal Industries Limited

G. Sathya

G. Sathya Kumar  
Chief Financial Officer

For Amara Raja Batteries Limited

Vikas Sabharwal

Vikas Sabharwal  
Company Secretary





## 11. ACCOUNTING TREATMENT IN THE BOOKS OF DEMERGED COMPANY

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Upon the effectiveness of this Scheme, in accordance with the applicable Indian Accounting Standards, Act and generally accepted accounting principles in India, the Demerged Company shall provide the following accounting treatment in its books of accounts:

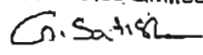
- 11.1 Upon the Scheme coming into effect, with effect from the Appointed Date, the Demerged Company shall transfer the assets and liabilities forming part of the Demerged Undertaking to the Resulting Company at their respective carrying amounts (i.e., book value) at the Appointed Date.
- 11.2 Upon the Scheme coming into effect, solely to meet the requirements prescribed in Appendix A to Ind AS 10 notified under section 133 of the Act, the Demerged Company shall debit the fair value of the Demerged Undertaking to the Other equity and recognise a corresponding liability towards dividend payable (to the extent of distributable profits).
- 11.3 Upon the Scheme coming into effect, with effect from the Appointed Date, solely to meet the requirements prescribed in Appendix A to Ind AS 10 notified under section 133 of the Act the difference between (a) the liability recognised at 11.2 above and (b) the excess of the book value of the assets over the book value of liabilities transferred as per 11.1 above as at the Appointed Date, shall be credited / debited to the statement of Profit & Loss.
- 11.4 It is reiterated that the demerger of the Demerged Undertaking of the Demerged Company into the Resulting Company pursuant to this Scheme shall take place with effect from the Appointed Date and shall be in accordance with the provisions of Section 2(19AA) of the Income Tax Act, 1961.

## 12. ACCOUNTING TREATMENT IN THE BOOKS OF RESULTING COMPANY

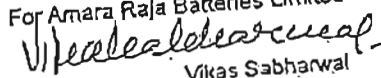
Upon this Scheme coming into effect, the Resulting Company shall account for the Demerger in its books of accounts, in accordance with "acquisition method" of accounting principles as laid down in Ind AS-103 "Business Combinations" notified under Section 133 of the Companies Act, 2013, as part of the Companies (Indian Accounting Standards) Rules, 2015, such that:

- 12.1 On the Appointed Date, the Resulting Company shall record the assets (including the intangible assets, meeting the recognition criteria of Ind AS 103) and liabilities of the Demerged Undertaking, transferred to and vested in it pursuant to this Scheme, at their respective fair values;
- 12.2 The Resulting Company shall credit its share capital account in its books of accounts with the aggregate face value of the equity shares issued to shareholders of the Demerged Company as per Clause 10.1 of the Scheme. The excess, if any of the fair value of the equity shares issued as per Clause 10.1 over the said face value of the equity shares issued, shall be credited to securities premium account;

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G. Satish Kumar  
Chief Financial Officer



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Vikas Sabharwal  
Company Secretary



12.3 Pursuant to the Demerger, the inter-company transactions and balances including loans, advances, receivables or payable etc. inter se between the Demerged Undertaking and the Resulting Company, if any, as appearing in the books of the Resulting Company shall stand settled and any resultant gain/loss recognised as per Ind AS 103;

12.4 The difference, if any, between (i) the fair value of the assets and liabilities as recorded under Clause 12.1 above after settlement of pre-existing relationships as per Clause 12.3 above and (ii) the aggregate of share capital and share premium recorded as per Clause 12.2 above, shall be debited or credited to goodwill or capital reserve, respectively in the books of the Resulting Company;

### 13. RETAINED BUSINESS OF DEMERGED COMPANY

13.1 The Retained Business of the Demerged Company and all the assets, properties, rights, liabilities and obligations pertaining thereto, shall continue to belong to and be vested in and be managed by Demerged Company, and Resulting Company shall have no right, claim or obligation in relation to the Retained Business of Demerged Company.

13.2 All Proceedings whether civil or criminal (including before any statutory authority or quasi-judicial authority or tribunal) by or against Demerged Company under any statute, whether relating to the period prior to or after the Appointed Date and whether pending on the Appointed Date or which may be instituted in the future, whether or not in respect of any matter arising before the Effective Date and relating to the Retained Business of Demerged Company (including those relating to any property, right, power or liability, obligation or duty of Demerged Company in respect of the Retained Business of Demerged Company and any income Tax liability) shall be continued and enforced by or against Demerged Company even after the Effective Date.

13.3 Up to and including the Effective Date:

- a. Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Retained Business of the Demerged Company for and on its own behalf;
- b. All profits accruing to the Remaining Business or losses arising or incurred to the Remaining Business (including the effect of Taxes, if any, thereon) shall for all purposes, be treated as the profits or losses, as the case may be, of the Demerged Company; and
- c. All assets and properties acquired in relation to Retained Business on and after the Appointed Date shall belong to and continue to remain vested in the Demerged Company.

### 14. INTER-SE TRANSACTIONS

14.1 With effect from the Appointed Date, all inter-party transactions between the Demerged Company (in relation to the Demerged Undertaking) and Resulting Company shall be considered as intra-party transactions for all purposes, from the Appointed Date and on the coming into effect of this Scheme, the same shall stand cancelled without any further act, instrument or deed.

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Chief Financial Officer



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Company Secretary



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- 14.2 Further, it is clarified that the above clause has no impact whatsoever on any Taxes paid on account of such transactions. The Taxes paid shall be deemed to have been paid by or on behalf of the Resulting Company, as the case may be, and on its own account and therefore, the Resulting Company, as the case may be, will be eligible to claim the credit / refund of the same and is also entitled to revise returns, as may be necessary, to give effect to the same.

15. SEQUENCING OF EVENTS

- 15.1 Upon the coming into effect of the Scheme and with effect from the Appointed Date of the Scheme, and subject to the provisions of the Scheme, the following shall be deemed to have occurred, only in the sequence and in the order mentioned hereunder:

- a. Filing of certified copies of the order(s) of the Hon'ble Tribunal with the Registrar of Companies by the Demerged Company and the Resulting Company, pursuant to which, the demerger of the Demerged Undertaking from the Demerged Company into and with the Resulting Company, in accordance with this Scheme shall become effective;
- b. Issue and allotment of the New Equity Shares of the Resulting Company to the shareholders of the Demerged Company as of the Record Date in accordance with Clause 10.1 of this Scheme.



16. DIVIDENDS

With effect from the Appointed Date and up to and including the Effective Date, notwithstanding anything contained herein, the Demerged Company shall be required to obtain a prior approval of the Resulting Company before declaration and distribution of any dividends to its shareholders.

17. APPLICATION TO THE HON'BLE TRIBUNAL

The Companies, with all reasonable dispatch, shall make necessary applications / petitions jointly and / or severally before the Hon'ble Tribunal for the sanction of this Scheme under Sections 230 to 232 and other applicable provisions of the Act.

The Companies shall be entitled, pending the effectiveness of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the relevant Company may require to effect the transactions contemplated under the Scheme.

18. MODIFICATIONS / AMENDMENTS TO THE SCHEME

The Companies, through their respective Board of Directors, may make and / or consent to any modifications / amendments to this Scheme or to any conditions or limitations that the Hon'ble Tribunal or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them or the Board of Directors.

For Mangal Industries Limited

G. Sathish  
G. Sathish Kumar  
Chief Financial Officer



For Amara Raja Batteries Limited

Vikas Sabharwal  
Vikas Sabharwal  
Company Secretary





including the withdrawal of this Scheme or part thereof. The Board of Directors of the Companies shall take all such steps as may be necessary, desirable, or proper to resolve any doubts, difficulties or questions, including interpretation of the Scheme, 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 Scheme and / or any matter concerned or connected therewith. The power of the Boards of Directors to modify / amend the Scheme shall be subject to the approval of the Hon'ble Tribunal and other applicable Appropriate Authority.

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19. CONDUCT OF BUSINESS UNTIL THE SCHEME DURING THE TRANSITION PERIOD

19.1 With effect from the Appointed Date and up to and including the Effective Date, Demerged Company undertakes to preserve and carry on its business pertaining to the Demerged Undertaking, with reasonable diligence and business prudence and shall not undertake financial commitments or sell, transfer, alienate, charge, mortgage, or Encumber or otherwise deal with or dispose of any undertaking or any part thereof save and except in each case:

- (a) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the Hon'ble NCLT; or
- (b) if the same is expressly permitted by this Scheme; or
- (c) if the prior written consent of the Resulting Company has been obtained.

19.2 With effect from the Appointed Date and up to and including the Effective Date, Demerged Company shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest of the Demerged Undertaking for and on account of, and in trust for Resulting Company.

19.3 With effect from the Appointed Date and up to and including the Effective Date, all profits and cash accruing to or losses arising or incurred (including the effect of Taxes if any thereon), by Demerged Company pertaining to the Demerged Undertaking, shall for all purposes, be treated as the profits and cash, Taxes or losses of the Resulting Company.

19.4 From the date of approval of the said Scheme by the Board of Directors of the Resulting Company and up to and including the Effective Date, the Demerged Company shall not amend its memorandum of association and / or its articles of association, except with the written consent of the Resulting Company.

19.5 The Resulting Company shall be entitled to apply to the Central Government and any other Government, or statutory or regulatory authorities/ agencies/ body concerned as are necessary under any law for such consents, approvals, licenses, registrations and sanctions which Resulting Company may require to carry on the business of the Demerged Undertaking.

For Mangal Industries Limited

G. Satish Kumar  
G. Satish Kumar  
Chief Financial Officer

For Amara Raja Batteries Limited

Vikas Seharwal  
Vikas Seharwal  
Company Secretary





## 20. SAYING OF CONCLUDED TRANSACTIONS



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The, demerger and vesting of Demerged Undertaking of Demerged Company into Resulting Company, pursuant to this Scheme, shall not affect any transaction or proceedings already concluded or liabilities incurred, or any liabilities discharged by the Demerged Company (relating to the Demerged Undertaking) on or after the Appointed Date till the Effective Date, to the end and intent that the Resulting Company shall accept and adopt all acts, deeds and things made, done and executed by the Demerged Company (relating to the Demerged Undertaking) as acts, deeds and things made, done and executed by or on behalf of the Demerged Company.

## 21. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

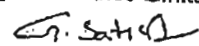
### 21.1 The Scheme is conditional upon and subject to:

- 21.1.1 The Demerged Company carrying on the business of Demerged Undertaking in complete compliance with all Applicable Laws;
- 21.1.2 The Scheme being approved by the majority of public shareholders of the Resulting Company (by way of e-voting) as required under the SEBI Scheme Circular and Applicable Laws. The Scheme shall be voted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders, against it as required under the SEBI Scheme Circular;
- 21.1.3 This Scheme being approved by the requisite majority of members and/or secured and/or unsecured creditors (where applicable) of the respective Companies in accordance with the Act and the SEBI Scheme Circular, and as may be directed by the Hon'ble NCLT;
- 21.1.4 The Stock Exchanges issuing their observation/ no-objection letters and SEBI issuing its comments, if any on the Scheme, as required under Applicable Laws;
- 21.1.5 Sanction of the Scheme by the jurisdictional Hon'ble NCLT in terms of Section 230 to Section 232 and other relevant provisions of the Act;
- 21.1.6 The certified/authenticated copies of the order of the Hon'ble NCLT sanctioning the scheme being filed with the jurisdictional ROCs by the Demerged Company and Resulting Company.

## 22. EFFECT OF NON-RECEIPT OF APPROVALS

- 22.1 In the event of any of the said sanctions and approvals referred to in Clause 21 are not being obtained and/or the Demerged Company has materially violated any law in relation to the Demerged Undertaking and/ or the Scheme not being sanctioned by the Hon'ble NCLT or such other Appropriate Authority, if any, this Scheme shall stand revoked, cancelled and be of no effect, no rights and liabilities shall accrue to or be incurred by the respective Companies or their shareholders 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 rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and agreed between the

For Mangal Industries Limited

  
G. Salish Kumar  
Chief Financial Officer



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Vikas Sabharwal  
Company Secretary



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respective parties to this Scheme. In the event of non-receipt of approvals, each Party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme unless otherwise mutually agreed. The Companies, if required, may file appropriate proceedings before the Hon'ble NCLT and other Appropriate Authorities in relation to such revocation or cancellation. Provided however, that the Companies may, by mutual consent of their Board of Directors, defer the termination of this Scheme until such period as they may deem fit.

22.2 Without prejudice to the generality of the aforesaid clause, the Companies (jointly and not severally) shall be at liberty to withdraw this Scheme at any time as may be mutually agreed by the respective Board of Directors of the Companies prior to the date on which this Scheme comes into effect.

### 23. COSTS

All costs, charges, levies and expenses of the Companies, in relation to or in connection with or incidental to this Scheme or the implementation thereof shall be borne and paid for by the Parties in the following manner:

- a) Stamp duties in relation to adjudication of the order issued by Hon'ble NCLT and issuance of New Equity Shares shall be borne by the Resulting Company.
- b) All other costs shall be borne equally by the Demerged Company and Resulting Company.

### 24. PROPERTY IN TRUST AND ASSET REFUNDS

24.1 Notwithstanding anything contained in this Scheme, on or after Effective Date, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom pertaining to the Demerged Undertaking are transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority, regulatory bodies or otherwise, in favour of the Resulting Company, the Demerged Company will continue to hold the property and/or the asset, license, permission, approval, contract or agreement and rights and benefits arising therefrom, as the case may be, in trust for and on behalf of the Resulting Company, as the case may be.

24.2 If any part of the Demerged Undertaking is not transferred to the Resulting Company on the Effective date pursuant to this Scheme, the Demerged Company shall take such actions as may be reasonably required to ensure that such part of the Demerged Undertaking is transferred to the Resulting Company promptly and for no further consideration. The Resulting Company shall bear all costs and expenses as may be incurred by the Demerged Company, provided such costs and expenses are incurred with prior written consent of the Resulting Company, for giving effect to this Clause.

24.3 If the Demerged Company realizes any amounts after the Effective Date that pertain to the Demerged Undertaking, it shall immediately make payment of such amounts to the Resulting Company. It is clarified that all receivables relating to the Demerged Undertaking, for the period

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G. Sathish Kumar  
Chief Financial Officer



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Vikas Sabharwal  
Company Secretary



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prior to the Effective Date, but received after the Effective Date, relate to the Demerged Undertaking and shall be paid to the Resulting Company for no additional consideration.

## 25. SEVERABILITY

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

25.2 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement amongst the Companies and their respective shareholders and/or creditors, and the terms and conditions of this Scheme, the latter shall prevail.

## 26. REMOVAL OF DIFFICULTIES

26.1 The Companies, through mutual consent and acting through their respective Board of Directors, jointly and as mutually agreed in writing may give such directions (acting jointly) and agree to take steps, as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions arising under this Scheme, whether by reason of any orders of Hon'ble NCLT or of any directive or orders of any Appropriate Authority, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/ or matters concerning or connected therewith or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those to the extent permissible under Applicable Law; and do all such acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.

## 27. BINDING EFFECT

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

For Mangal Industries Limited

G. Satish  
G. Satish Kumar  
Chief Financial Officer

For Amara Raja Batteries Limited

Vikas Sabharwal  
Vikas Sabharwal  
Company Secretary





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Annexure 1 (List of Plant and Machinery at Petimika Facility)

S No	Asset No	Category	Asset Description	S No	Asset No	Category	Asset Description
1	400001161	P&M	Extruder Plant	31	400001164	P&M	Unit V (Inlet) 110V sq. cable, VRLA Battery 12V-100Ah
2	400001167	P&M	Fit Compounding Machine	32	400001165	P&M	Variable Frequency Drive - 43KW
3	400001170	P&M	Injection Mould Machine SM120T-A	33	400001166	P&M	Variable Frequency Drive - 43KW
4	400001171	P&M	Injection Moulding Machine SM120T-D	34	400001167	P&M	STRT Drive
5	400001172	P&M	Injection Mould Machine SM120T-E	35	400001169	P&M	Injection Moulding Machine S120T
6	400001173	P&M	Injection Mould Machine SM120T-A	36	400001170	P&M	Injection Moulding Machine SM120T-A
7	400001174	P&M	Injection Mould Machine SM120T-A	37	400001171	P&M	Injection Moulding Machine SM120T-A
8	400001177	P&M	Injection Mould Machine SM120T-A	38	400001172	P&M	Hydraulic Decelerator - 7Tons
9	400001187	P&M	Injection Moulding Machine SM120T-A	39	400001176	P&M	Plate Type Heat Exchanger
10	400001198	P&M	Injection Moulding Machine SM120T-A	40	400001177	P&M	Injection Moulding Machine SM120T-A
11	400001211	P&M	Injection Mould Machine SM120T-A	41	400001178	P&M	Injection Moulding Machine SM120T-A
12	400001242	P&M	Hydraulic Decelerator (SM120T-A)	42	400001179	P&M	Injection Moulding Machine SM120T-A
13	400001172	P&M	SCS J UN EXCAVATOR LOADER	43	400001180	P&M	Injection Moulding Machine SM120T-A
14	400001253	P&M	Recycling Washing Line	44	400001181	P&M	Injection Moulding Machine SM120T-A
15	400001261	P&M	SCS Machine (10V sq. cable) (SM120T-A)	45	400001182	P&M	Injection Moulding Machine SM120T-A
16	400001173	P&M	SCS Machine (10V sq. cable) (SM120T-A)	46	400001183	P&M	Injection Moulding Machine SM120T-A
17	400001285	P&M	SCS Machine (10V sq. cable) (SM120T-A)	47	400001184	P&M	Injection Moulding Machine SM120T-A
18	400001297	P&M	Injection Moulding Machine SM120T-A	48	400001185	P&M	Injection Moulding Machine SM120T-A
19	400001230	P&M	Wash Storage Tanks	49	400001186	P&M	Injection Moulding Machine SM120T-A
20	400001341	P&M	Injection Moulding Machine SM120T-A	50	400001187	P&M	Injection Moulding Machine SM120T-A
21	400001363	P&M	Injection Moulding Machine SM120T-A	51	400001188	P&M	Injection Moulding Machine SM120T-A
22	400001374	P&M	Injection Moulding Machine SM120T-A	52	400001189	P&M	Injection Moulding Machine SM120T-A
23	400001429	P&M	CABLE TRAYS FOR WATER CHILLERS	53	400001192	P&M	Injection Moulding Machine SM120T-A
24	400001110	P&M	Injection Moulding Machine SM120T-A	54	400001197	P&M	Injection Moulding Machine SM120T-A
25	400001431	P&M	Injection Moulding Machine SM120T-A	55	400001198	P&M	Injection Moulding Machine SM120T-A
26	400001462	P&M	Injection Moulding Machine SM120T-A	56	400001199	P&M	Injection Moulding Machine SM120T-A
27	400001473	P&M	Injection Moulding Machine SM120T-A	57	400001200	P&M	Injection Moulding Machine SM120T-A
28	400001481	P&M	Injection Moulding Machine SM120T-A	58	400001201	P&M	Injection Moulding Machine SM120T-A
29	400001495	P&M	Extruder System	59	400001202	P&M	Injection Moulding Machine SM120T-A
30	400001504	P&M	Mobile Extrusion Unit (10V sq. cable)	60	400001203	P&M	Injection Moulding Machine SM120T-A
31	400001517	P&M	Recycling, Extruder, Pump, and other	61	400001204	P&M	Injection Moulding Machine SM120T-A
32	400001538	P&M	EXTRUDING EXTRUDER	62	400001205	P&M	Injection Moulding Machine SM120T-A
33	400001519	P&M	SHRO STABILIZER - 30 KVA	63	400001206	P&M	Injection Moulding Machine SM120T-A
34	400001559	P&M	Plastic Extrusion Test Apparatus (SM120T-A)	64	400001208	P&M	Injection Moulding Machine SM120T-A
35	400001581	P&M	SCS Machine (10V sq. cable) (SM120T-A)	65	400001209	P&M	Injection Moulding Machine SM120T-A
36	400001572	P&M	An Receiver 900KHz for 20V sq. cable	66	400001210	P&M	Injection Moulding Machine SM120T-A
37	400001583	P&M	Are Welding Machine - 400Amps	67	400001211	P&M	Injection Moulding Machine SM120T-A
38	400001594	P&M	HIGH PRESSURE STORAGE TANKS	68	400001212	P&M	Injection Moulding Machine SM120T-A
39	400001714	P&M	Software based Pump - 1 HP	69	400001213	P&M	Injection Moulding Machine SM120T-A
40	400001605	P&M	Pump Extrusion system for Extrusion	70	400001214	P&M	Injection Moulding Machine SM120T-A
41	400001616	P&M	Heavy Duty Bench Vice (Range - 200mm)	71	400001215	P&M	Injection Moulding Machine SM120T-A
42	400001637	P&M	Heavy Duty Bench Vice (Range - 200mm)	72	400001216	P&M	Injection Moulding Machine SM120T-A
43	400001688	P&M	SM120T-A Injection Moulding Machine	73	400001217	P&M	Injection Moulding Machine SM120T-A
44	400001683	P&M	Storage Tanks	74	400001218	P&M	Injection Moulding Machine SM120T-A
45	400001693	P&M	Water Moulding Machine - SM120T-A (10V sq. cable)	75	400001219	P&M	Injection Moulding Machine SM120T-A
46	400001701	P&M	PLASTIC MOLD RACK	76	400001220	P&M	Injection Moulding Machine SM120T-A
47	400001737	P&M	A.I. SPECTAL Engine	77	400001221	P&M	Injection Moulding Machine SM120T-A
48	400001744	P&M	Mobile Extrusion Unit	78	400001222	P&M	Injection Moulding Machine SM120T-A
49	400001760	P&M	Mobile Extrusion Unit	79	400001223	P&M	Injection Moulding Machine SM120T-A
50	400001763	P&M	All metal equipment	80	400001224	P&M	Injection Moulding Machine SM120T-A

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Chief Financial Officer

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Vikas Sabharwal  
Company Secretary





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S.No	Asset No	Category	Asset Description	S.No	Asset No	Category	Asset Description
101	400001117	P&M	33 Ltr. Titanium Hump for Hand Held	151	400001241	P&M	Injection Molding Machine PM233T-U
102	400001213	P&M	Utility Pallet Jacks Polycarbonate type	152	400001242	P&M	Insulation for GI Pipeline Size 1 1/2"
103	400001219	P&M	130Ltr Weighing Scale with Weighing LC	153	400001244	P&M	Delamination with auto water system
104	400001221	P&M	DIC VENT-1-JIG	154	400001245	P&M	Conveying System for Grinder
105	400001222	P&M	DIC VENT-2-JIG	155	400001246	P&M	Conveying System for 4 Row P&M Machine
106	400001223	P&M	DIC VENT-3-JIG	156	400001247	P&M	Conveying System for 3 Row
107	400001226	P&M	Quick Weigher SW-803	157	400001249	P&M	150W SUBMERGIBLE MOTOR & P&M, 33 STAGE
108	400001227	P&M	COOLING TOWER 125 CMH	158	400001250	P&M	Linear Weld Station 1300L X 800D X 150H
109	400001229	P&M	100W B&T CRANE	159	400001251	P&M	Injection Molding Machine PM233T-U
110	400001230	P&M	Grinding Pump Model-290175 D-1-1-1	160	400001252	P&M	Hand with Automated Tractor
111	400001231	P&M	High Pressure water jet machine	161	400001253	P&M	Plastic Crank 400X100X220
112	400001234	P&M	Grinding Pump Model-290175 D-1-1-1	162	400001254	P&M	Insulation for GI Pipeline Size 1"
113	400001235	P&M	COOLING TOWER 125 CMH	163	400001255	P&M	Insulation for GI Pipeline Size 1 1/2"
114	400001236	P&M	Hydro Loader Dumping Unit	164	400001256	P&M	Automated Machine with Solid
115	400001237	P&M	Injection Molding Machine PM233T-U	165	400001257	P&M	Plastic Crank 1300X100X160mm
116	400001238	P&M	Injection Molding Machine PM233T-U	166	400001258	P&M	SCALE REMOVAL SYSTEM 250W
117	400001239	P&M	Injection Molding Machine PM233T-U	167	400001259	P&M	SCALE REMOVAL SYSTEM
118	400001240	P&M	Injection Molding Machine PM233T-U	168	400001260	P&M	Supply 34 V with Charger in LT ROOM
119	400001241	P&M	Injection Molding Machine PM233T-U	169	400001261	P&M	Electric Motor 150W 3 Phase Machine
120	400001246	P&M	ORATORATOR	170	400001262	P&M	500 EVAR AIR C PANEL
121	400001247	P&M	REPLANT SYSTEM	171	400001263	P&M	1 RT Capacity Battery Upgraded Stock
122	400001248	P&M	100L Silver Tank	172	400001264	P&M	Plastic Crank 400X100X220
123	400001249	P&M	Hydro Loader Dumping Unit	173	400001265	P&M	DS-85 Conveying and Weighing Machine
124	400001251	P&M	130Ltr Weighing Scale with Weighing	174	400001266	P&M	Auto Controlled Assembly Table
125	400001252	P&M	JODAN LITHIUM, VERMILION CATHODE	175	400001267	P&M	Stomach Endoscope Tester
126	400001254	P&M	Plastic Crank 400X100X220	176	400001268	P&M	Electric Vertical Mill
127	400001255	P&M	Hand / Charge Transfer System	177	400001269	P&M	Open Load Battery Tester
128	400001256	P&M	Automated Machine with Solid	178	400001270	P&M	Plastic Crank 400X100X220
129	400001257	P&M	150W SUBMERGIBLE MOTOR & P&M, 33 STAGE	179	400001271	P&M	Linear Crank 400X100X220
130	400001258	P&M	Hand Plate	180	400001272	P&M	Hand Crank 400X100X220
131	400001259	P&M	Handy 34 V with Charger in LT ROOM	181	400001273	P&M	Conveying System for Grinding Machine
132	400001260	P&M	Insulation for GI Pipeline Size 1 1/2"	182	400001274	P&M	Hand Crank 400X100X220
133	400001261	P&M	Plastic Crank 400X100X220	183	400001275	P&M	SHUFFLE PUMPS
134	400001262	P&M	Computerized Test Station Universal Testing Machine	184	400001276	P&M	2 RT Hand Crank Truck (TICKER)
135	400001263	P&M	Storage rack for P&M Plant	185	400001277	P&M	Hand Crank Truck 2 RT
136	400001264	P&M	Air Cooled Water Chiller - 4.40 TR	186	400001278	P&M	Battery Upgraded 1600 Tractor, 1000W Cap
137	400001266	P&M	Conveying System for New Three Machine	187	400001279	P&M	Battery Charge 34 V 3371 KV with station
138	400001267	P&M	Injection Molding Machine PM233T-U	188	400001280	P&M	Plastic Crank 400X100X220
139	400001268	P&M	Radio Drilling Machine Capacity 5mm	189	400001281	P&M	Recycling unit 400W
140	400001269	P&M	Digital voltmeter Range 0-180 volt	190	400001282	P&M	PLC Spares
141	400001271	P&M	Injection Molding Machine PM233T-U	191	400001283	P&M	BU TO PALLET (P&M) NATURAL
142	400001272	P&M	Plastic Crank 400X100X220	192	400001284	P&M	Delamination with Auto Loader System
143	400001273	P&M	Plastic Crank 400X100X220	193	400001285	P&M	Delamination with Auto Loader System
144	400001274	P&M	Injection Molding Machine PM233T-U	194	400001286	P&M	Handling and Conveying unit
145	400001277	P&M	Digital voltmeter Range 0-180 volt	195	400001287	P&M	Battery 34 V 3371 KV with station
146	400001278	P&M	Automation Material for Shift Indigo Scale	196	400001288	P&M	Hand Compressor Compressor C 140
147	400001279	P&M	Plastic Crank 400X100X220	197	400001289	P&M	Insulation for GI Pipeline Size 1 1/2"
148	400001280	P&M	Ultrasound Non Destructive Test	198	400001290	P&M	Plastic Crank 400X100X220
149	400001281	P&M	Injection Molding Machine PM233T-U	199	400001291	P&M	VILLA Energy Performance (2500W)
150	400001282	P&M	150W SUBMERGIBLE MOTOR & P&M, 33 STAGE	200	400001292	P&M	Hand Crank 400X100X220



For Mangal Industries Limited  
G. Salish Kumar  
Chief Financial Officer

For Amara Raja Batteries Limited  
Vikas Sabharwal  
Company Secretary



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S No	Asset No	Category	Asset Description	S No	Asset No	Category	Asset Description
201	400001347	P&M	Hot Vent Heat Sealing Machine	251	400001414	P&M	Station Tool Set Low Capacity C/WCS-20-411
202	400001348	P&M	Thermionic welding Machine	252	400001415	P&M	Regenerative blower Model 1103310
203	400001351	P&M	Injection Molding Machine PM1301	253	400001417	P&M	1.6T Capacity Battery Operated Stack
204	400001354	P&M	Injection Molding Machine PM1201	254	400001419	P&M	Plate Heat Exchanger MS-60
205	400001355	P&M	400 AMPs Arc Welding Transformer	255	400001420	P&M	Tailor made vacuum cleaner
206	400001356	P&M	Cylindrical Grinding Spindle	256	400001421	P&M	35kg Weighing Scale with Counting
207	400001358	P&M	Plastic Crates 400X300X200	257	400001422	P&M	ULTRASONICS WELDING ALUMINUM
208	400001359	P&M	Online GPS 300X300X100 (100-100)	258	400001423	P&M	100KG weighing Scale With Counting
209	400001360	P&M	Electronic Weighing Scale DS-415	259	400001424	P&M	Injection Molding Machine PM1301-4
210	400001361	P&M	12V DC 65AH BATTERY CELLS	260	400001425	P&M	Injection Molding Machine PM1301-5
211	400001362	P&M	ROTO PALLET 200 L X 1000 W X 160 H White	261	400001426	P&M	PM1301-2 Injection Molding Machine
212	400001364	P&M	Conveying System for Toluene Separator	262	400001427	P&M	Injection Molding Machine PM1301-L
213	400001365	P&M	Catcher Tank SS 301	263	400001428	P&M	3.5T Hand Pallet Truck (TIGER)
214	400001366	P&M	Conveying Toluene Separator	264	400001430	P&M	2.1T Hand Pallet Truck (TIGER)
215	400001367	P&M	All Metal Separator	265	400001431	P&M	Hand Pallet Truck 3T (Tiger)
216	400001369	P&M	Conveying System for 3 New BM Machines	266	400001432	P&M	2.5T Hand Pallet Truck
217	400001370	P&M	Injection Molding Machine PM1301-F	267	400001433	P&M	2.5T Hand Pallet Truck
218	400001371	P&M	Injection Molding Machine PM1301-G	268	400001434	P&M	100KG Scales
219	400001373	P&M	Injection Molding Machine PM1301-H	269	400001436	P&M	Injection Molding Machine PM1301-I
220	400001375	P&M	Amalgam Crates (10) 810 X 570 X 430mm	270	400001437	P&M	Mold Temperature Controller 90-95 deg C
221	400001377	P&M	Amalgam Crates (10) 810 X 570 X 430mm	271	400001438	P&M	Mold Temperature Controller 90-95 deg C
222	400001376	P&M	Injection Molding Machine PM1301-J	272	400001439	P&M	Plastic Crates (10) 800X400X200
223	400001377	P&M	Empty AROUN Gas Cylinders	273	400001441	P&M	Plastic Crates (10) 800X400X200
224	400001378	P&M	Amalgam Crates (10) 810 X 570 X 430mm	274	400001442	P&M	Dispensing/Conveying System 7.5 Litres
225	400001379	P&M	Down Lamp & Cabinet	275	400001443	P&M	Robot Interface As per Equipment 6T and 8T
226	400001380	P&M	Down Lamp & Cabinet	276	400001444	P&M	Robot Interface As per Equipment 6T and 8T
227	400001381	P&M	Down Lamp & Cabinet	277	400001445	P&M	New Aircon Cooling Cabin
228	400001383	P&M	100KG Scales	278	400001446	P&M	Atmosphere Purifier for Screen Printing
229	400001384	P&M	Conveying System for Secondary Separator	279	400001448	P&M	4136 (8-22) 100% SEAL KIT
230	400001386	P&M	THERMAL INVENT HEAT SEALING MACHINE-AUTO	280	400001454	P&M	Mold Temperature Controller with Manual
231	400001387	P&M	THERMAL INVENT HEAT SEALING MACHINE-AUTO	281	400001455	P&M	Mold Temperature Controller with Manual
232	400001388	P&M	Conveying System for Catcher Tank	282	400001456	P&M	Mold Temperature Controller 120-140 deg
233	400001392	P&M	COMPOSITE BAKING SHEET FOR EX THUNDER	283	400001457	P&M	Mold Temperature Controller 120-140 deg
234	400001393	P&M	Injection Molding Machine PM1301-M	284	400001458	P&M	Injection Molding Machine PM1301-F4
235	400001394	P&M	Injection Molding Machine PM1301-G5	285	400001459	P&M	Plastic Crates 600X400X200
236	400001395	P&M	Aluminium Cabinet for Toluene Separator	286	400001461	P&M	3200-4T 100% Pure Air Circulation Fan
237	400001397	P&M	Dust Absorber SU-39	287	400001463	P&M	Conveying System for 3 New BMs
238	400001398	P&M	SPRAY & RINSE (PM 17 & PM 25) Analyser	288	400001464	P&M	Injection Molding Machine PM1301-A1
239	400001399	P&M	Conveying System for 3 New BM Machines	289	400001465	P&M	AMB Robot
240	400001400	P&M	1.6T Capacity/Battery Operated Stack	290	400001466	P&M	415V 50Hz (PANEL)
241	400001401	P&M	Cover to Cover for 3.5 Litres/Min	291	400001468	P&M	Solar Heater
242	400001403	P&M	COVER TO COVER HEAT SEALING	292	400001469	P&M	Shelf
243	400001403	P&M	3 Tracer Sy In	293	400001470	P&M	Volumetric Feeder
244	400001404	P&M	HAIR P FCM 1200 X 1000X400 MSC	294	400001471	P&M	Low Pressure Dryer 500gms 1100 Heat 350
245	400001405	P&M	1T Weighing Scale 1200X1500mm Plate	295	400001472	P&M	Vacuum Sealer
246	400001406	P&M	15kg Weighing/Conveying Scale DC-45	296	400001474	P&M	Painting Material
247	400001409	P&M	Conveying System for 3 Ton Sy In	297	400001475	P&M	Injection Molding Machine PM1301-F4
248	400001411	P&M	Plastic Crates (10) 800X400X200	298	400001476	P&M	Branch Top Lathes Machine C1 Model
249	400001412	P&M	Plastic Crates (10) 800X400X200	299	400001477	P&M	10 KVA SILVER CONTROLLED VOLT STABILIZER
250	400001413	P&M	Control Cabinet type (Auto) Model UR 20-45 N	300	400001478	P&M	MS-50 Aluminium Balancer with RS232 Cable



For Mangal Industries Limited

G. Sathish Kumar

Chief Financial Officer

For Amara Raja Batteries Limited

Vikas Sabharwal  
Company Secretary



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S.N.	Asset No.	Category	Asset Description	S.N.	Asset No.	Category	Asset Description
301	400001479	P&M	Auto Flow Indicator	351	400001535	P&M	Oil Bath Extruder Lead Bush Casting
302	400001480	P&M	301VA P.H.	352	400001536	P&M	Oil Bath Extruder Lead Bush Casting
303	400001484	P&M	Auto Flow Indicator for Extruder & Material Handling	353	400001537	P&M	Oil Bath Extruder Lead Bush Casting
304	400001487	P&M	Auto Flow Indicator for Extruder & Material Handling	354	400001538	P&M	Oil Bath Extruder Lead Bush Casting
305	400001487	P&M	Auto Flow Indicator for Extruder & Material Handling	355	400001539	P&M	Oil Bath Extruder Lead Bush Casting
306	400001490	P&M	Auto Loader for 1500 Lb. Extruder	356	400001540	P&M	Oil Bath Extruder Lead Bush Casting
307	400001491	P&M	7 Hole Die	357	400001541	P&M	Oil Bath Extruder Lead Bush Casting
308	400001493	P&M	Die Holder, 2000 Lb. Extruder	358	400001542	P&M	Oil Bath Extruder Lead Bush Casting
309	400001494	P&M	Die Adapter	359	400001543	P&M	Oil Bath Extruder Lead Bush Casting
310	400001494	P&M	SS 110001 Speedometer	360	400001544	P&M	Oil Bath Extruder Lead Bush Casting
311	400001499	P&M	Hot Pot Stamping Machine-SSM-100-1000	361	400001545	P&M	Oil Bath Extruder Lead Bush Casting
312	400001500	P&M	Stamping Machine with accessories	362	400001546	P&M	Oil Bath Extruder Lead Bush Casting
313	400001501	P&M	Stamping Machine with accessories	363	400001547	P&M	Oil Bath Extruder Lead Bush Casting
314	400001502	P&M	Stamping Machine with accessories	364	400001548	P&M	Oil Bath Extruder Lead Bush Casting
315	400001503	P&M	Stamping Machine with accessories	365	400001549	P&M	Oil Bath Extruder Lead Bush Casting
316	400001507	P&M	Stamping Machine with accessories	366	400001550	P&M	Oil Bath Extruder Lead Bush Casting
317	400001509	P&M	Stamping Machine with accessories	367	400001551	P&M	Oil Bath Extruder Lead Bush Casting
318	400001510	P&M	Stamping Machine with accessories	368	400001552	P&M	Oil Bath Extruder Lead Bush Casting
319	400001511	P&M	Stamping Machine with accessories	369	400001553	P&M	Oil Bath Extruder Lead Bush Casting
320	400001512	P&M	Stamping Machine with accessories	370	400001554	P&M	Oil Bath Extruder Lead Bush Casting
321	400001513	P&M	Stamping Machine with accessories	371	400001555	P&M	Oil Bath Extruder Lead Bush Casting
322	400001514	P&M	Stamping Machine with accessories	372	400001556	P&M	Oil Bath Extruder Lead Bush Casting
323	400001515	P&M	Stamping Machine with accessories	373	400001557	P&M	Oil Bath Extruder Lead Bush Casting
324	400001516	P&M	Stamping Machine with accessories	374	400001558	P&M	Oil Bath Extruder Lead Bush Casting
325	400001517	P&M	Stamping Machine with accessories	375	400001559	P&M	Oil Bath Extruder Lead Bush Casting
326	400001519	P&M	Stamping Machine with accessories	376	400001560	P&M	Oil Bath Extruder Lead Bush Casting
327	400001520	P&M	Stamping Machine with accessories	377	400001561	P&M	Oil Bath Extruder Lead Bush Casting
328	400001521	P&M	Stamping Machine with accessories	378	400001562	P&M	Oil Bath Extruder Lead Bush Casting
329	400001522	P&M	Stamping Machine with accessories	379	400001563	P&M	Oil Bath Extruder Lead Bush Casting
330	400001523	P&M	Stamping Machine with accessories	380	400001564	P&M	Oil Bath Extruder Lead Bush Casting
331	400001524	P&M	Stamping Machine with accessories	381	400001565	P&M	Oil Bath Extruder Lead Bush Casting
332	400001525	P&M	Stamping Machine with accessories	382	400001566	P&M	Oil Bath Extruder Lead Bush Casting
333	400001527	P&M	Stamping Machine with accessories	383	400001567	P&M	Oil Bath Extruder Lead Bush Casting
334	400001529	P&M	Stamping Machine with accessories	384	400001568	P&M	Oil Bath Extruder Lead Bush Casting
335	400001530	P&M	Stamping Machine with accessories	385	400001569	P&M	Oil Bath Extruder Lead Bush Casting
336	400001531	P&M	Stamping Machine with accessories	386	400001570	P&M	Oil Bath Extruder Lead Bush Casting
337	400001532	P&M	Stamping Machine with accessories	387	400001571	P&M	Oil Bath Extruder Lead Bush Casting
338	400001533	P&M	Stamping Machine with accessories	388	400001572	P&M	Oil Bath Extruder Lead Bush Casting
339	400001534	P&M	Stamping Machine with accessories	389	400001573	P&M	Oil Bath Extruder Lead Bush Casting
340	400001535	P&M	Stamping Machine with accessories	390	400001574	P&M	Oil Bath Extruder Lead Bush Casting
341	400001536	P&M	Stamping Machine with accessories	391	400001575	P&M	Oil Bath Extruder Lead Bush Casting
342	400001537	P&M	Stamping Machine with accessories	392	400001576	P&M	Oil Bath Extruder Lead Bush Casting
343	400001538	P&M	Stamping Machine with accessories	393	400001577	P&M	Oil Bath Extruder Lead Bush Casting
344	400001539	P&M	Stamping Machine with accessories	394	400001578	P&M	Oil Bath Extruder Lead Bush Casting
345	400001540	P&M	Stamping Machine with accessories	395	400001579	P&M	Oil Bath Extruder Lead Bush Casting
346	400001541	P&M	Stamping Machine with accessories	396	400001580	P&M	Oil Bath Extruder Lead Bush Casting
347	400001542	P&M	Stamping Machine with accessories	397	400001581	P&M	Oil Bath Extruder Lead Bush Casting
348	400001543	P&M	Stamping Machine with accessories	398	400001582	P&M	Oil Bath Extruder Lead Bush Casting
349	400001544	P&M	Stamping Machine with accessories	399	400001583	P&M	Oil Bath Extruder Lead Bush Casting
350	400001545	P&M	Stamping Machine with accessories	400	400001584	P&M	Oil Bath Extruder Lead Bush Casting



For Mangal Industries Limited  
 G. Satish Kumar  
 Chief Financial Officer

For Amara Raja Batteries Limited  
 Vikas Sabharwal  
 Company Secretary



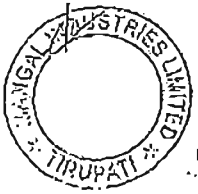
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S.No.	Asset No.	Category	Asset Description	S.No.	Asset No.	Category	Asset Description
401	400001633	P&M	20 KVA Single-Phase Transformer	451	400001641	P&M	Fume Exhaust System for Paint Room
402	400001634	P&M	21100 Single-Phase Motor for FAN	452	400001642	P&M	Jump Box (R) R10 X 370 X 420mm
403	400001635	P&M	21100 Single-Phase Motor for FAN	453	400001643	P&M	Fire Protection System for DPT
404	400001636	P&M	21100 Single-Phase Motor for FAN	454	400001644	P&M	Water Controlled Pump R10 X 370 X 420mm
405	400001637	P&M	21100 Single-Phase Motor for FAN	455	400001645	P&M	Water Controlled Pump R10 X 370 X 420mm
406	400001638	P&M	21100 Single-Phase Motor for FAN	456	400001646	P&M	Water Controlled Pump R10 X 370 X 420mm
407	400001639	P&M	21100 Single-Phase Motor for FAN	457	400001647	P&M	3 KVA SEVEN CONTROLLED VOLT
408	400001640	P&M	21100 Single-Phase Motor for FAN	458	400001648	P&M	Fire Detection System for DPT
409	400001641	P&M	21100 Single-Phase Motor for FAN	459	400001649	P&M	Fume Exhaust System for 16 MS Machine
410	400001642	P&M	21100 Single-Phase Motor for FAN	460	400001650	P&M	6000 Watt Single-Phase Electric Heating Unit
411	400001643	P&M	21100 Single-Phase Motor for FAN	461	400001651	P&M	Heating System for 16 MS Machine
412	400001644	P&M	21100 Single-Phase Motor for FAN	462	400001652	P&M	Leak Testing Machine-1
413	400001645	P&M	21100 Single-Phase Motor for FAN	463	400001653	P&M	Leak Testing Machine-2
414	400001646	P&M	21100 Single-Phase Motor for FAN	464	400001654	P&M	Leak Testing Machine-3
415	400001647	P&M	21100 Single-Phase Motor for FAN	465	400001655	P&M	Leak Testing Machine-4
416	400001648	P&M	21100 Single-Phase Motor for FAN	466	400001656	P&M	Leak Testing Machine-5
417	400001649	P&M	21100 Single-Phase Motor for FAN	467	400001657	P&M	Leak Testing Machine-6
418	400001650	P&M	21100 Single-Phase Motor for FAN	468	400001658	P&M	Leak Testing Machine-7
419	400001651	P&M	21100 Single-Phase Motor for FAN	469	400001659	P&M	Leak Testing Machine-8
420	400001652	P&M	21100 Single-Phase Motor for FAN	470	400001660	P&M	Leak Testing Machine-9
421	400001653	P&M	21100 Single-Phase Motor for FAN	471	400001661	P&M	Leak Testing Machine-10
422	400001654	P&M	21100 Single-Phase Motor for FAN	472	400001662	P&M	Leak Testing Machine-11
423	400001655	P&M	21100 Single-Phase Motor for FAN	473	400001663	P&M	Leak Testing Machine-12
424	400001656	P&M	21100 Single-Phase Motor for FAN	474	400001664	P&M	Leak Testing Machine-13
425	400001657	P&M	21100 Single-Phase Motor for FAN	475	400001665	P&M	Leak Testing Machine-14
426	400001658	P&M	21100 Single-Phase Motor for FAN	476	400001666	P&M	Leak Testing Machine-15
427	400001659	P&M	21100 Single-Phase Motor for FAN	477	400001667	P&M	Leak Testing Machine-16
428	400001660	P&M	21100 Single-Phase Motor for FAN	478	400001668	P&M	Leak Testing Machine-17
429	400001661	P&M	21100 Single-Phase Motor for FAN	479	400001669	P&M	Leak Testing Machine-18
430	400001662	P&M	21100 Single-Phase Motor for FAN	480	400001670	P&M	Leak Testing Machine-19
431	400001663	P&M	21100 Single-Phase Motor for FAN	481	400001671	P&M	Leak Testing Machine-20
432	400001664	P&M	21100 Single-Phase Motor for FAN	482	400001672	P&M	Leak Testing Machine-21
433	400001665	P&M	21100 Single-Phase Motor for FAN	483	400001673	P&M	Leak Testing Machine-22
434	400001666	P&M	21100 Single-Phase Motor for FAN	484	400001674	P&M	Leak Testing Machine-23
435	400001667	P&M	21100 Single-Phase Motor for FAN	485	400001675	P&M	Leak Testing Machine-24
436	400001668	P&M	21100 Single-Phase Motor for FAN	486	400001676	P&M	Leak Testing Machine-25
437	400001669	P&M	21100 Single-Phase Motor for FAN	487	400001677	P&M	Leak Testing Machine-26
438	400001670	P&M	21100 Single-Phase Motor for FAN	488	400001678	P&M	Leak Testing Machine-27
439	400001671	P&M	21100 Single-Phase Motor for FAN	489	400001679	P&M	Leak Testing Machine-28
440	400001672	P&M	21100 Single-Phase Motor for FAN	490	400001680	P&M	Leak Testing Machine-29
441	400001673	P&M	21100 Single-Phase Motor for FAN	491	400001681	P&M	Leak Testing Machine-30
442	400001674	P&M	21100 Single-Phase Motor for FAN	492	400001682	P&M	Leak Testing Machine-31
443	400001675	P&M	21100 Single-Phase Motor for FAN	493	400001683	P&M	Leak Testing Machine-32
444	400001676	P&M	21100 Single-Phase Motor for FAN	494	400001684	P&M	Leak Testing Machine-33
445	400001677	P&M	21100 Single-Phase Motor for FAN	495	400001685	P&M	Leak Testing Machine-34
446	400001678	P&M	21100 Single-Phase Motor for FAN	496	400001686	P&M	Leak Testing Machine-35
447	400001679	P&M	21100 Single-Phase Motor for FAN	497	400001687	P&M	Leak Testing Machine-36
448	400001680	P&M	21100 Single-Phase Motor for FAN	498	400001688	P&M	Leak Testing Machine-37
449	400001681	P&M	21100 Single-Phase Motor for FAN	499	400001689	P&M	Leak Testing Machine-38
450	400001682	P&M	21100 Single-Phase Motor for FAN	500	400001690	P&M	Leak Testing Machine-39



For Mangal Industries Limited  
*G. Sathya*  
 G. Sathya Kumar  
 Chief Financial Officer

For Amara Raja Batteries Limited  
*Vikas Sabharwal*  
 Vikas Sabharwal  
 Company Secretary





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S No	Asset No	Category	Asset Description	S No	Asset No	Category	Asset Description
501	400002506	P&M	Quantum 150T Inj Molding Machine	530	400000133	LT Equipments	LAPTOP
502	400002536	P&M	Quantum 200T Inj Molding Machine (UFI 2500H)	531	400000143	LT Equipments	DESKTOP
503	400002545	P&M	Ultrasonic Leak Testing Machine Accessories	532	400000144	LT Equipments	DESKTOP
504	400002552	P&M	Quantum 450T Inj Molding Machine	533	400000144	LT Equipments	Desktop ALM 8A 14V 100W
505	400002548	P&M	Ultrasonic Welding Machines	534	400000152	LT Equipments	Laptop-TECHRA Z40-A 10130
506	400002597	P&M	Ultrasonic Welding Machine UGA-2014	535	400000162	LT Equipments	Sampling Table Galaxy-S2
507	400002623	P&M	Auto MFI Free Cut-off, Permanent Seal Assembly	536	400000163	LT Equipments	Sampling Table Galaxy-S2 (AGNITE-Celling)
508	400002626	P&M	Ultrasonic Welding Machine R Accessories	537	400000164	LT Equipments	Laptop-TECHRA Z40-A 10130
509	400002640	P&M	SEMI-AUTO HEAT SEALING & LEAK TESTING M/C	538	400000165	LT Equipments	TECHRA Z40-A 10130 Laptop with Lock Pass
510	400002713	P&M	IT Park Lab for Stores & Personnel	539	400000021	Intangible Assets	Solid Works Professional 2018
511	400001135	P&M	Sampling Table Galaxy-S2	540	400000169	LT Equipments	ISI-21650 PHOTOCOPY 5100 LINES PER INCH 2nd set
512	600000093	Electrical Installations	SHL-1	541	600000173	LT Equipments	Laptop-4800-14" HD screen 15.5" Gen X2400/8GB
513	600000096	Electrical Installations	LT Panel-2	542	600000178	LT Equipments	Laptop-4800-14" HD screen 15.5" Gen X2400/8GB
514	600000097	Electrical Installations	SDS-5	543	600000179	LT Equipments	Laptop-4800-14" HD screen 15.5" Gen X2400/8GB
515	600000095	Electrical Installations	LT Module (1600A)	544	600000185	LT Equipments	Sampling Table Galaxy-S2 LTE (15.5")
516	600000093	Electrical Installations	SDU-3	545		Capital work-in-progress	Ultrasonic Welding machine part & accessories
517	600000194	Electrical Installations	LT Panel-3	546		Capital work-in-progress	Heat Sealing & Leak Testing Machine & Accessories
518	600000195	Electrical Installations	Duct Duct (TPN3200A)	547		Capital work-in-progress	Heat Sealing & Leak Testing Machine & Accessories
519	600000106	Electrical Installations	SDU-6	548		Capital work-in-progress	Heat Sealing & Leak Testing Machine & Accessories
520	600000107	Electrical Installations	Electrical Installation for Injection Mold M/c	549		Capital work-in-progress	Ultrasonic Welding Machine & Accessories
521	600000107	Electrical Installations	ELE WORKS FOR ULTRASONIC WELDING WORKS	550		Capital work-in-progress	Ultrasonic Welding Machine & Accessories
522	600000112	Electrical Installations	NEW JMW ELECTRIFICATION WORK	551		Capital work-in-progress	Intangible Assets
523	600000111	Electrical Installations	ACCESSORIES FOR PLASTIC PLANT ELECTRIFICATION	552		Capital work-in-progress	TP Vent Pipe Installation
524	600000113	Electrical Installations	Electrical Works	553		Capital work-in-progress	SEMI-AUTO HEAT SEALING & LEAK TESTING M/C
525	1000000105	Vehicle	Volkswagen Vento 1.5TDI H.T. Plug Car				
526	600000129	Electrical Installations	Supply of cables of New JMW Electrification				
527	600000131	LT Equipments	DESKTOP Computer				
528	600000136	LT Equipments	LAPTOP				
529	600000131	LT Equipments	LAPTOP				



For Mangal Industries Limited

G. Sathish Kumar

Chief Financial Officer

For Amara Raja Batteries Limited

Vikas Sabharwal  
Company Secretary



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**Annexure 2 (Land and Building / Shed at HO Facility & ARGC Facility)**

**HO Facility -**

All the piece and parcel of land measuring to an extent of acres 18 acres 94 cents, situated in Renigunta-Cuddapah Road, Karakambadi Village, Tirupati-Chittoor District, Andhra Pradesh, 517520 with the following survey numbers and the extent at each survey numbers;

Sl. No.	Survey Number	Extent
1.	692/1	0.75
2.	693/1	1.93
3.	693/2	0.21
4.	693/3	5.11
5.	693/4	2.78
6.	694/2	1.28
7.	694/3	1.82
8.	694/4	1.06
9.	695/1	1.54
10.	695/2	2.46
Total		18.94

**ARGC Facility -**

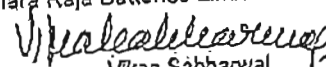
All the piece and parcel of leasehold land measuring to an extent of 15 acres 66 cents, situated at Majara Kothapalli Village, Yadamarri Mandal, Chittoor District, Andhra Pradesh, 517422 with the following survey numbers and the extent at each survey numbers;

Sl. No.	Survey Number	Extent
1.	186/1	1.69
2.	186/3	0.94
3.	186/4	0.06
4.	186/5	2.33
5.	186/6	2.25
6.	186/7	1.73
7.	186/9	2.28
8.	186/10	0.03
9.	186/13	2.32
10.	187/1	0.285
11.	187/2	0.53
12.	187/4	0.27
13.	187/8	0.08
14.	187/5	0.85
Total		15.66

For Mangal Industries Limited

  
G. Salish Kumar  
Chief Financial Officer

For Amara Raja Batteries Limited

  
Vikas Sabharwal  
Company Secretary



CP(CAA)/5/230/AMR/2023 connected with

Case No. CA (CAA)/2/230/AMR/2023

Date of Application 23.01.2024

No. of Pages 54

Copying Fee Rs. 05/-

Registration & Postage Fee 54 X 5

Total Rs. 2700/-

Date of Receipt & Record of Copy 23.01.2024

Date of Preparation of Copy 23.01.2024

Date of Delivery of Copy 23.01.2024

*N. Khosla*  
23/01/2024

Deputy Registrar / Assistant Registrar /  
Court Officer

NATIONAL COMPANY LAW TRIBUNAL  
AMARAVATI BENCH