



**NOTICE TO THE SHAREHOLDERS**

**NOTICE IS HEREBY GIVEN THAT EXTRA ORDINARY GENERAL MEETING OF THE EQUITY SHAREHOLDERS OF SIMPSON AND COMPANY LIMITED WILL BE HELD ON FRIDAY, THE 30<sup>th</sup> DECEMBER, 2022 AT 4.00 PM THROUGH VIDEO CONFERENCING (“VC”)/ OTHER AUDIO VISUAL MEANS (“OAVM”), TO TRANSACT THE FOLLOWING BUSINESS:**

**SPECIAL BUSINESS:**

**Item no.1**

**APPROVAL OF SCHEME OF MERGER OF M/S. SHARDLOW INDIA LIMITED (TRANSFEROR COMPANY-1) AND M/S. WHEEL & PRECISION FORGINGS INDIA LIMITED (TRANSFEROR COMPANY-2) WITH M/S. SIMPSON AND COMPANY LIMITED (TRANSFeree COMPANY) AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS.**

To consider and if thought fit, to pass with or without modification(s), the following resolution as a **Special Resolution**:

“RESOLVED THAT pursuant to the provisions of Section 233 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013, and subject to the approval of the Regional Director, Ministry of Corporate Affairs (MCA), Chennai and such other approval as may be necessary the Scheme of Merger of the Wholly Owned Subsidiaries viz., M/s. Shardlow India Ltd (Transferor Company-1), M/s. Wheel & Precision Forgings India Ltd (Transferor Company-2), with M/s. Simpson and Company Ltd (Transferee Company), the holding Company, as contained in the draft Scheme of Merger appended to the notice convening the meeting be and is hereby approved.

RESOLVED FURTHER THAT the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the Scheme of Amalgamation and to accept such modifications, amendments, limitation and or conditions, if any, which may be required and/or imposed by the Regional Director, MCA, Chennai, or by any such authorities, if and when applicable while sanctioning the scheme of Amalgamation and delegate such powers as the Board may deem fit and proper.”

By Order of the Board of Directors

S. Srinivasaraghavan  
Chief Financial Officer  
& Company Secretary

Date: 05<sup>th</sup> December, 2022

Place: Chennai

## NOTES:-

1. In the light of the MCA circulars dated 8th April, 2020, 13th April, 2020, 5th May, 2020, the latest being 5th May,2022, the Extra-Ordinary General Meeting (EGM) of the Company is being held through Video Conferencing (VC)/Other Audio Visual Means (OAVM). **Notice of the EGM is being sent through electronic mode to those Members whose email addresses are registered with the Company/ Registrars/Depositories. Members may note that the Notice of EGM will be available on the Company's website [www.simpsons.in](http://www.simpsons.in).**
2. The notice is being sent to the shareholders whose name appears in the Register of Members of the Company/ Depositories as at the close of 02<sup>nd</sup> December, 2022, by email to the shareholders whose email address is registered with the Company/ Depository Participant(s) for communication.
3. In respect of holders of fractional shares arising out of consolidation, who have opted to vest their respective fractional shares unto a trust (constituting 0.02% of the total shares), in accordance with the order of Hon'ble National Company Law Tribunal (NCLT) dt 13.07.2021 approving consolidation, we are unable to send notice to the Trust as the constitution of Trust by such holders is awaited due to connected proceedings pending before Hon'ble NCLT seeking directions for treatment of fractions arising out of said vesting.
4. Some holders of fractional shares arising out of consolidation, have filed appeal before the Hon'ble National Company Law Appellate Tribunal (NCLAT) against the order dt 13.07.2021 of Hon'ble NCLT approving consolidation and the said Appeals are pending as on date before NCLAT for adjudication.
5. Members who have not registered their e-mail address are requested to forward their e-mail addresses to the Registrar and Share Transfer Agent [sta@gnsaindia.com](mailto:sta@gnsaindia.com) with copy to [secretarial@simpson.co.in](mailto:secretarial@simpson.co.in).
6. The explanatory statement pursuant to Section 102 of the Companies Act, 2013 in respect of Item no.1 of the notice and particulars to be disclosed under Rule 25(3)(a) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 are enclosed and forms an integral part of this notice.
7. Pursuant to the Circular No. 14/2020 dated April 08, 2020, issued by the MCA, the facility to appoint proxy to attend and cast vote for the members is not available for this EGM. However, the Body Corporates are entitled to appoint authorized representatives to attend the EGM through VC/OAVM and participate thereat and cast their votes through e-voting. Institutional/Corporate shareholders (i.e other than individuals/HUF, NRI, etc) are required to send a scanned copy of its Board Resolution/Authorisation authorising its representative to participate in the Extra-ordinary General Meeting through VC/OAVM on its behalf and to vote through e-voting. The said Board resolution/Authorisation shall be sent to the Scrutinizer by email through their registered email address to [kannan.lalitha@gmail.com](mailto:kannan.lalitha@gmail.com) and to

the Company at [secretarial@simpson.co.in](mailto:secretarial@simpson.co.in) on or before Monday, the 26<sup>th</sup> December, 2022.

8. The attendance of the Members attending the EGM through VC/OAVM will be counted for the purpose of reckoning the quorum under Section 103 of the Companies Act, 2013.
9. All the beneficial owners whose names are recorded in the Register of Members of the Company, as on cut-off date, i.e Friday, the 23<sup>rd</sup> December, 2022, are eligible to cast their vote electronically.
10. In compliance with the provisions of Section 108 of the Companies Act, 2013, to be read with Rule 20 of the Companies (Management and Administration) Rules, 2014 and other applicable provisions, the company is pleased to provide its members facility to exercise their right to vote at the extra-ordinary general meeting (EGM) on the item mentioned in the notice by electronic means through e-voting services provided by Central Depository Services (India) Limited (CDSL).
11. **THE INSTRUCTIONS FOR MEMBERS FOR E-VOTING AND JOINING VIRTUAL MEETING ARE AS UNDER:-**

**The Electronic Voting Sequence Number (EVSN) is 221202012**

**The voting period begins on 27<sup>th</sup> December, 2022 at 10.00 A.M and ends on 29<sup>th</sup> December, 2022 till 5 P.M. During this period shareholders of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date, i.e Friday, the 23<sup>rd</sup> December, 2022 may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting thereafter.**

- Shareholders who have already voted prior to the meeting date would not be entitled to vote at the meeting.
  - Login method for e-Voting and joining virtual meetings for Individual shareholders holding securities in Demat mode CDSL is given below:
  - **Individual Shareholders holding securities in Demat mode with CDSL**
1. Users who have opted for CDSL Easi / Easiest facility, can login through their existing user id and password. Option will be made available to reach e-Voting page without any further authentication. The URL for users to login to Easi / Easiest are <https://web.cdslindia.com/myeasi/home/login> or visit [www.cdslindia.com](http://www.cdslindia.com) and click on Login icon and select New System Myeasi.
  2. After successful login the Easi / Easiest user will be able to see the e-Voting option for eligible companies where the evoting is in progress as per the information provided by company. On clicking the evoting option, the user will be able to see e-Voting page of the e-Voting service provider for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.
  3. If the user is not registered for Easi/Easiest, option to register is available at <https://web.cdslindia.com/myeasi/Registration/EasiRegistration>
  4. Alternatively, the user can directly access e-Voting page by providing Demat Account Number and PAN No. from a e-Voting link available

on [www.cdslindia.com](http://www.cdslindia.com) home page or click on <https://evoting.cdslindia.com/Evoting/EvotingLogin> The system will authenticate the user by sending OTP on registered Mobile & Email as recorded in the Demat Account. After successful authentication, user will be able to see the e-Voting option where the evoting is in progress and also able to directly access the system of all e-Voting Service Providers.

**Important note: Members who are unable to retrieve User ID/ Password are advised to use Forget User ID and Forget Password option available at abovementioned website.**

Helpdesk for Individual Shareholders holding securities in demat mode for any technical issues related to login through Depository i.e. CDSL

Login type	Helpdesk details
Individual Shareholders holding securities in Demat mode with CDSL	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at <a href="mailto:helpdesk.evoting@cdslindia.com">helpdesk.evoting@cdslindia.com</a> or contact at toll free no. 1800 22 55 33

- **Login method for e-Voting and joining virtual meetings for Physical shareholders and shareholders other than individual holding in Demat form.**

1. The shareholders should log on to the e-voting website [www.evotingindia.com](http://www.evotingindia.com).
2. Click on "Shareholders" module.
3. Now enter your User ID
  - a. For CDSL: 16 digits beneficiary ID,
  - b. Shareholders holding shares in Physical Form should enter Folio Number registered with the Company.
4. Next enter the Image Verification as displayed and Click on Login.
5. If you are holding shares in demat form and had logged on to [www.evotingindia.com](http://www.evotingindia.com) and voted on an earlier e-voting of any company, then your existing password is to be used.
6. If you are a first-time user follow the steps given below:

	<b>For Physical shareholders and other than individual shareholders holding shares in Demat.</b>
PAN	Enter your 10 digit alpha-numeric *PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders) <ul style="list-style-type: none"> <li>• Shareholders who have not updated their PAN with the Company/Depository Participant are requested to use the default number&lt;ABCDE1234F&gt; in the PAN field.</li> </ul>
Dividend Bank Details <b>OR</b> Date of Birth (DOB)	Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the company records in order to login. <ul style="list-style-type: none"> <li>• If both the details are not recorded with the depository or company, please enter the member id / folio number in the Dividend Bank details field.</li> </ul>

7. After entering these details appropriately, click on “SUBMIT” tab.
  8. Shareholders holding shares in physical form will then directly reach the Company selection screen. However, shareholders holding shares in demat form will now reach ‘Password Creation’ menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
  9. For shareholders holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
  10. Click on the EVSN for the relevant <Company Name> on which you choose to vote.
  11. On the voting page, you will see “RESOLUTION DESCRIPTION” and against the same the option “YES/NO” for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
  12. Click on the “RESOLUTIONS FILE LINK” if you wish to view the entire Resolution details.
  13. After selecting the resolution, you have decided to vote on, click on “SUBMIT”. A confirmation box will be displayed. If you wish to confirm your vote, click on “OK”, else to change your vote, click on “CANCEL” and accordingly modify your vote.
  14. Once you “CONFIRM” your vote on the resolution, you will not be allowed to modify your vote.
  15. You can also take a print of the votes cast by clicking on “Click here to print” option on the Voting page.
  16. If a demat account holder has forgotten the login password then Enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.
  17. There is also an optional provision to upload BR/POA if any uploaded, which will be made available to scrutinizer for verification.
- **Additional Facility for Non – Individual Shareholders and Custodians –For Remote Voting only.**
    1. Non-Individual shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodians are required to log on to [www.evotingindia.com](http://www.evotingindia.com) and register themselves in the “Corporates” module.
    2. A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com).
    3. After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
    4. The list of accounts linked in the login will be mapped automatically & can be delink in case of any wrong mapping.

5. It is Mandatory that, a scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.
  6. Alternatively Non-Individual shareholders are required to send the relevant Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory who are authorized to vote, to the Scrutinizer at [kannan.lalitha@gmail.com](mailto:kannan.lalitha@gmail.com) and to the Company at the email address viz; [secretarial@simpson.co.in](mailto:secretarial@simpson.co.in) and [sta@gnsaindia.com](mailto:sta@gnsaindia.com), if they have voted from individual tab & not uploaded same in the CDSL e-voting system for the scrutinizer to verify the same.
- 12. INSTRUCTIONS FOR SHAREHOLDERS ATTENDING THE EGM THROUGH VC/OAVM & E-VOTING DURING MEETING ARE AS UNDER:**
1. The procedure for attending meeting & e-Voting on the day of the EGM is same as the instructions mentioned above for e-voting.
  2. The link for VC/OAVM to attend meeting will be available where the EVSN of Company will be displayed after successful login as per the instructions mentioned above for e-voting.
  3. Shareholders who have voted through Remote e-Voting will be eligible to attend the meeting. However, they will not be eligible to vote at the EGM.
  4. Further shareholders will be required to allow Camera and use Internet with a good speed to avoid any disturbance during the meeting.
  5. Please note that Participants Connecting from Mobile Devices or Tablets or through Laptop connecting via Mobile Hotspot may experience Audio/Video loss due to Fluctuation in their respective network. It is therefore recommended to use Stable Wi-Fi or LAN Connection to mitigate any kind of aforesaid glitches.
  6. Only those shareholders, who are present in the EGM through VC/OAVM facility and have not casted their vote on the Resolutions through remote e-Voting and are otherwise not barred from doing so, shall be eligible to vote through e-Voting system available during the EGM.
  7. If any Votes are cast by the shareholders through the e-voting available during the EGM and if the same shareholders have not participated in the meeting through VC/OAVM facility, then the votes cast by such shareholders shall be considered invalid as the facility of e-voting during the meeting is available only to the shareholders attending the meeting.
- 13. PROCESS FOR THOSE SHAREHOLDERS WHOSE EMAIL/MOBILE NO. ARE NOT REGISTERED WITH THE COMPANY/DEPOSITORIES.**
1. For Physical Shareholders-Please provide necessary details like Folio No., Name of shareholder, scanned copy of the share certificate (front and back), PAN (self-attested scanned copy of PAN card), AADHAR (self-attested scanned copy of Aadhar Card) by email to [sta@gnsaindia.com](mailto:sta@gnsaindia.com).
  2. For Demat shareholders- Please update your email id & mobile no. with your respective Depository Participant (DP).

3. For Individual Demat shareholders – Please update your email id & mobile no. with your respective Depository Participant (DP) which is mandatory while e-Voting & joining virtual meetings through Depository.

If you have any queries or issues regarding e-Voting from the CDSL e-Voting System, you can write an email to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) or contact at toll free no. 1800 22 55 33

All grievances connected with the facility for voting by electronic means may be addressed to Mr. Rakesh Dalvi, Sr. Manager, (CDSL) Central Depository Services (India) Limited, A Wing, 25th Floor, Marathon Futurex, Mafatlal Mill Compounds, N M Joshi Marg, Lower Parel (East), Mumbai - 400013 or send an email to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) or call at toll free no. 1800 22 55 33

#### 14. Scrutinizer & Voting Results

The Board of Directors of the Company has appointed M/s. L K & Associates, Company Secretaries (COP:-1894) as the Scrutinizer to Scrutinize the voting including remote e-voting process in a fair and transparent manner. After the conclusion of voting at the EGM, the Scrutinizer will submit a report to the Chairman of the meeting or a person authorized by him, after taking into account votes cast at the EGM as well as through remote e-voting within 48 (forty-eight) hours from the conclusion of the EGM.

The Chairman/Company Secretary will declare the results of voting forthwith upon receipt of report from Scrutinizer and the same shall be immediately placed on the Company's website [www.simpsons.in](http://www.simpsons.in).

By order of the Board



S. SRINIVASARAGHAVAN  
Chief Financial Officer &  
Company Secretary

Place: Chennai

Date: 05<sup>th</sup> December, 2022

**EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013:**

**Item no.1**

Shardlow India limited is a public limited company incorporated under the Companies Act, 1956 with its registered office at Huzur Gardens, Sembium, Madhavaram High Road, Chennai – 600011, (“Transferor Company-1” or “Shardlow”). Shardlow is engaged in the business of manufacture and sale of forged and machined crankshafts. The Transferor Company One is a wholly owned subsidiary of the Transferee Company.

Wheel & Precision Forgings India Limited is a public limited company incorporated under the Companies Act, 1913 with its registered office at Huzur Gardens, Sembium, Madhavaram High Road, Chennai - 600011, (“Transferor Company-2” or “Wheel & Precision”). Wheel & Precision is engaged in the business of providing machining and other engineering services, on contract basis, primarily to transferor Company One. The Transferor Company Two is also a wholly owned subsidiary of the Transferee Company.

Simpson & Co Limited is a public limited company incorporated under the Companies Act, 1913 with its registered office at 861/862, Anna Salai, Chennai - 600002, Tamil Nadu ("Transferee Company" or "Simpson"). The Transferee Company is engaged in the business of manufacture and sale of diesel engines for agriculture, industrial, power generation and marine applications.

The Board at the meeting held on 14.10.2022 approved the proposal for considering the Merger of the wholly owned subsidiaries Shardlow India Limited (Transferor Company-1), Wheel & Precision Forgings Limited (Transferor Company-2), with the holding company Simpson and Company Limited (Transferee Company) under the provisions of section 233 of the Companies Act 2013, subject to the approval of the Regional Director, MCA Chennai (Central Government) and such other authorities as may be necessary.

The Proposed scheme of amalgamation of the wholly owned subsidiaries Shardlow India Limited (Transferor Company-1), Wheel & Precision Forgings Limited (Transferor Company-2), with its holding company viz. Simpson and Company limited will be in the best interest of the shareholders, creditors and other stakeholders of the companies, as it would be result in synergetic integration of the business and increased operational efficiency and bring in economies. The rationale is further dealt with in detail in the proposed Scheme of Amalgamation, a copy of which is enclosed and circulated along with the present notice and statement.

None of the Directors/Key Managerial Personnel of the Company is concerned or interested in the resolution other than their capacity as Director.

The Board recommends passing of the Special Resolution set out at Item No.1 of the Notice for the approval of shareholders.

By Order of the Board of Directors



S. Srinivasaraghavan  
Chief Financial Officer  
& Company Secretary

Place: Chennai

Date: 05<sup>th</sup> December, 2022



**PARTICULAR TO BE DISCLOSED UNDER RULE 25(3) (a) OF COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATION) RULE, 2016**

I. Details of the Companies:

**TRANSFEROR COMPANY-1**

<b>S. No</b>	<b>Details of the Company</b>	
1	Name of the Company	Shardlow India Limited
2	Corporate Identification Number (CIN) of the Company	U35990TN1960PLC004235
3	Global Location Number (GLN) of the Company	N.A
4	Permanent Account Number (PAN) of the Company	AAACS5048P
5	Date of Incorporation	19/08/1960
6	Type of the Company (Whether public or private or One person Company)	Public Company
7	Registered office address of the Company and E-mail Address of the Company	Huzur Garden, Sembiam, Chennai-600011 com.sec@shardlow.in
8	Main object of the company as per the Memorandum of association and main business carried on by the Company	<p>(1) To carry on the business of forging and stamping of iron and steel and steel pieces for the manufacture of crankshafts, bolts, rivets, clamping, bolts, plates etc, and of forging and stamping of other alloy materials for the manufacture of rings, carps, handles etc., and also drop forgings, finer drop forgings and other allied business with different kinds of machinery such as pneumatic power hammers, double acting drop hammers, forging presses, Steam and compressed air hammers, spring hammers etc., and of pressing, bending and deep pressing works and manufacture trays, silverware, plates, covers, electric and radio articles and other like manufactures and to carry on other allied business and to deal with and sell all the manufactures items in India and / or export to other countries.</p> <p>(2) To carry on the business of iron founders, ironmasters, ironworkers, steel makers, blast furnace proprietors, brass founders and metal makers, iron and Steel converters, copper, bronze, lead and zinc workers and metal and alloy makers, refiners and workers generally agricultural, horticultural, marine, sanitary, hot water, gas water supply, mechanical, electrical, constructional, oil, fuel, civil, consulting and general engineers, makers of chilled and other rolls, steel and iron masters, metal works, millwrights, ship and boat owners and builders, shipwrights boiler makers, dock and wharf proprietors, colliery proprietors, ore</p>

		importers and workers, sand blast workers, cement and asbestos manufacturers, smiths, wood and timber merchants, joiners, woodworkers, galvanizers, machinists, japanners, annealers, welders, metallurgist, chemist, enamellers, electro and chromium platers, polishers, painters, printers, cutlers and packing case makers, workers and dealers in mineral oils, general carriers, railway and forwarding agents, Shippers, warehousemen' storage contractors, garage proprietors, general contractors, merchants and traders, farmers and manufacturers of and dealers in material, article or things accessory to or usually dealt with in connection with any such business and all other materials, article or things accessory to or usually dealt with in connection with any such business and all other materials, articles or things either wholly or partly made of any metal or metals, or of any combination of metal or metals in all or any of their respective branches, and any other trade or business or commercial operations in any way connected with any of the said trades or business or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.		
9	Detail of change of name, registered office and object of the Company during the last 5 year.	The name has not changed during the last five years.		
10	Name of the stock exchange(s) where securities of the Company are Listed, If applicable	The shares of the Transferor company is not listed on any stock exchanges in India.		
11	Detail of the capital structure of the company including authorised, Issued, Subscribed and paid-up share capital	<p><b>Authorised Share Capital</b></p> <ol style="list-style-type: none"> <li>4,50,00,000 of Equity share of Rs.10 each amounting to Rs. 45,00,00,000</li> <li>1,50,00,000 of Pref. Share of Rs. 10 each amounting Rs. 15,00,00,000</li> </ol> <p><b>Issued, Subscribed and Paid –up Share Capital</b></p> <ol style="list-style-type: none"> <li>3,00,00,000 of Equity share of Rs.10 each amounting to Rs. 30,00,00,000</li> <li>1,50,00,000 of Pref. Share of Rs. 10 each amounting Rs. 15,00,00,000</li> </ol>		
12	Name of the promoters of the company along with their address	<b>S.No</b>	<b>Name</b>	<b>Address</b>
		1	Simpson & Company limited	861/862,Anna Salai,Chennai,,Tamil Nadu-600002
13	Name of the Directors of the company along with their address	<b>S.No</b>	<b>Name</b>	<b>Address</b>
		1	Sri.A.Krishnamoorthy	Kalyani Mahal, No 1 Sivaswamy Street, Mylapore, Chennai-600004

		2	Mr.P.S Rajamani	Ragavan colony,2nd Street, Ashok Nagar,Chennai-600083
		3	Mr.S.Srinivasaraghavan	388/2,Sivagnanam,Ammal Street, Ponnammal Nagar,Chennai-600089
		4	Mr. R.Ramesh Babu	Street Indira Colony, Ashok Nagar Colony, Chennai-60083
14	The Fact and detail of any relationship subsisting between the Transferor Company and Transferee Company	The Transferor Company is a 100% subsidiary of the Transferee Company.		
15	The Date of Board Meeting at which the scheme was approved by the Board of Directors of the Company and the name of the directors of the Company who voted in favour of the resolution.	The Board of Directors of the Company approved the scheme of Merger vide their meeting held on 13 <sup>th</sup> October 2022		
		<b>Sl.No</b>	<b>Name</b>	<b>Designation</b>
		1	Sri. A.Krishnamoorthy	Director
		2	Mr. R.Ramesh Babu	Whole Time Director and Chief Financial Officer
		3	Mr. S.Srinivasaraghavan	Director
		4	Mr. P.S.Rajamani	Director
		<b>Note:</b> All the above directors have voted in favour of the resolution.		
16	The name of the directors who voted against the resolution.	NIL		

#### TRANSFEROR COMPANY-2

S. No	Details of the Company	
1	Name of the Transferor Company	WHEEL & PRECISION FORGINGS INDIA LIMITED
2	Corporate Identification Number (CIN) of the Transferor Company	U28910TN1951PLC003308
3	Global Location Number (GLN) of the Company	N.A
4	Permanent Account Number (PAN)of the Company	AAACW0704C
5	Date of Incorporation	29/08/1951
6	Type of the Company (Whether public or private or One person Company)	Public Company
7	Registered office address of the Company and E-mail Address of the Company	Huzur Gardens, Sembiam, Chennai-600011 wheelandprecision@gmail.com

8	Main object of the company as per the Memorandum of association and main business carried on by the transferor Company	<p>(1) To carry on in India or elsewhere the business of manufacturers of fabricators of exporters and importers of, dealers in, repairers, cleaners stores and warehouses of wheels rims. rim bases, side rings, steel felloes, wheel and/or rim accessories, mounting clamps or lugs, and changeover hands, spokes, bolts, nuts, clamp, wedges and any other item appertaining in anyway to, wheels and rims of any kind or for any use whatsoever.</p> <p>(2) To carry on in India or elsewhere the business of manufacturers of fabricators of, exporters and importers of, dealers in, repairers. cleaners, storers and warehouse of sheet metal articles of any type or for any purpose, gears engine parts, pumps. boilers, turbines, dynamos, stoves, forgings, castings, guns, projectiles, plates, nails, screws, presses, ironmongery, hardware, wireless goods, sewing machines, motor cars, motor lo1Tics. omnibuses, coach tramcars. locomotives, railway carnages. trucks, cycles. bicycles tricycles and other vehicles, aeroplanes, sea-planes, airships and other aircraft, plant and machinery, machine parts and accessories, tools implements and accessories of every kind.</p>		
9	Detail of change of name, registered office and object of the Company during the last 5 year.	The name has not changed during the last five years.		
10	Name of the stock exchange(s) where securities of the Company are Listed, If applicable	The shares of the Transferor company is not listed on any stock exchanges in India.		
11	Detail of the capital structure of the company including authorised, Issued, Subscribed and paid-up share capital	<p><b>Authorised Share Capital</b> 5,00,000 Equity shares of Rs.10 each- Rs. 50,00,000</p> <p><b>Issued, Subscribed and Paid –up Share Capital</b> 1,50,000 Equity shares of Rs. 10 each-Rs. 15,00,000</p>		
12	Name of the promoters of the company along with their address	<b>S.No</b>	<b>Name</b>	<b>Address</b>
		1	Simpson & Company limited	861/862,Anna Salai,Chennai, Tamil Nadu-600002
13	Name of the Directors of the company along with their address	S.No	Name	Address
		1	Mr.P.S Rajamani	Ragavan colony,2nd Street, Ashok Nagar,Chennai-600083
		2	Mr.S.Srinivasaraghavan	388/2,Sivagnanam,Ammal Street, Ponnammal Nagar,Chennai-600089

		3	Mr. N. Rengarajan	Tower 3, Flat no.302, Sky City, Vanagaram-Ambattur Road, Adyalampattu, Chennai-600 095
14	The Fact and detail of any relationship subsisting between the Transferor Company and Transferee Company	The Transferor Company is a 100% subsidiary of the Transferee Company.		
15	The Date of Board Meeting at which the scheme was approved by the Board of Directors of the Company. The name of the directors of the Company who voted in favour of the resolution.	The Board of Directors of the Company approved the scheme of Merger vide their meeting held on 14 <sup>th</sup> October, 2022.		
		<b>Sl.No</b>	<b>Name</b>	<b>Designation</b>
		1	Mr.P.S.Rajamani	Director
		2	Mr.S.Srinivasaraghavan	Director
		3	Mr. N. Rengarajan	Director
		<b>Note:</b> All the above directors have voted in favour of the resolution.		
16	The name of the directors who voted against the resolution.	NIL		

#### TRANSFEREE COMPANY

S. No.	Details of the Company	
1	Name of the company	SIMPSON AND COMPANY LIMITED
2	Corporate Identification Number (CIN)	U65991TN1925PLC002345
3	Global Location Number (GLN) of the Transferor Company	N.A
4	Permanent Account Number (PAN)	AAACS4909F
5	Date of Incorporation	03/02/1925
6	Type of Company	Unlisted Public Company
7	Registered Office of the company and E-mail ID	861/862, Anna Salai, Chennai-600002 secretarial@simpson.co.in
8	Main objects as per the Memorandum of Association (MOA)	To take over as a going concern the business of Coach Builders and Motor Engineers carried on by Messrs. MacDougall and Green under the style or name of Simpson and Company as from the first day of December 1924.  To carry on in India or elsewhere the business of manufacturers of. exporters and importers of, dealers in, repairers, cleaners, stores and warehouses of automobiles, motor cars, motor cycles, aeroplanes, carriages and vehicles of all kinds whether propelled by mechanical power or not, and all machinery, implements. utensils, appliances, apparatus, lubricants,

		cements, solutions, enamels, and all things capable of being used therewith or in the manufacture, maintenance and working thereof respectively or in the construction of any track or surface adapted for the use thereof.																		
9	Details of Change of Name, Registered office and objects of the company during the last five years	There is no change in last five years																		
10	Name of the stock exchange (s) where securities of the company are listed, if applicable;	The shares of the Transferee company is not listed on any stock exchanges in India.																		
11	Detail of the capital structure of the company including authorised, Issued, Subscribed and paid-up share capital	<p><b>Authorized Capital:-</b>  44,000 Equity shares of Rs.2500/- each-Rs. 11,00,00,000  1,00,000 Redeemable Preference shares of Rs. 100 each-Rs. 1,00,00,000</p> <p><b>Issued, Subscribed and fully paid-up Capital:-</b>  29,479 Equity shares of Rs. 2500/- each-Rs. 7,36,97,500</p>																		
12	Name of the Promoters along with their addresses.	<p><b>Name of the Promoters</b></p> <table border="1"> <thead> <tr> <th>S.no</th> <th>Name of the Promoter</th> <th>Address</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>M/s. Amalgamations Private Limited</td> <td>124,(Old No.81) Dr.Radhakrishnan Salai, Mylapore Chennai-600004</td> </tr> </tbody> </table>	S.no	Name of the Promoter	Address	1	M/s. Amalgamations Private Limited	124,(Old No.81) Dr.Radhakrishnan Salai, Mylapore Chennai-600004												
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5	Sandhya Shekhar	T-28B, Seventh Avenue, Besant nagar, Chennai-600 090																		
14	If the scheme of Amalgamation relates to more than one company, the fact and details of any relationship subsisting	The Scheme of amalgamation relates to amalgamation of Wholly owned subsidiaries namely M/s. Shardlow India Ltd (Transferor Company-1), M/s. Wheel & Precision Forgings India Ltd (Transferor Company-2)																		

	between such companies who are parties to such scheme, including holding, subsidiary or of associate companies	with M/s. Simpson and Company Limited (Transferee Company)															
15	The date of the Board meeting at which the scheme was approved by the Board of Directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote/participate on such resolution;	<p>The Board of Directors of the Transferee Company approved the scheme of Merger vide their meeting held on 14<sup>th</sup> October, 2022.</p> <table border="1"> <thead> <tr> <th>S.no</th> <th>Name of the Director</th> <th>Designation</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Mr. A Krishnamoorthy</td> <td>Chairman and Managing Director</td> </tr> <tr> <td>2</td> <td>Mr. P S Rajamani</td> <td>Whole-time Director</td> </tr> <tr> <td>3</td> <td>Mr.R. Vijayaraghavan</td> <td>Independent Director</td> </tr> <tr> <td>4</td> <td>Ms. Sandhya Shekhar</td> <td>Independent Director</td> </tr> </tbody> </table> <p><b>Note:</b> All the above directors have voted in favour of the resolution.</p>	S.no	Name of the Director	Designation	1	Mr. A Krishnamoorthy	Chairman and Managing Director	2	Mr. P S Rajamani	Whole-time Director	3	Mr.R. Vijayaraghavan	Independent Director	4	Ms. Sandhya Shekhar	Independent Director
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4	Ms. Sandhya Shekhar	Independent Director															
16	The name of the directors who voted against the resolution.	NIL															
17	Parties to the Scheme of Merger:	M/s. Shardlow India Ltd (Transferor Company-1) M/s. Wheel & Precision Forgings India Ltd (Transferor Company-2) with Simpson and Company Limited (Transferee Company)															
18	Appointed date Effective date	' <b>Appointed Date</b> ' means the 01st April 2022 ' <b>Effective Date</b> ' means the last of the dates on which the certified or authenticated copies of the orders of the Regional Director MCA sanctioning the Scheme are filed with the respective Registrar of Company by the Transferor Companies and by the Transferee Company. 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.															
19	Summary of Valuation report (if applicable)	Not applicable as both the Transferor Companies involved in the merger are wholly owned subsidiaries of Transferee Company, the entire share capital of M/s. Shardlow India Ltd and M/s. Wheel & Precision Forgings India Ltd shall stand cancelled and hence no equity shares will be allotted through the proposed scheme of merger.															
20	Details of capital or debt restructuring, if any	The scheme does not propose any capital or debt restructuring of either Transferor Companies or Transferee Company.															
21	Rationale for the compromise or arrangements and benefits thereof	Please refer Point B of page no.3 of Scheme of Merger															
22	Amount due to unsecured creditors	The amount due to unsecured creditor as on 31 <sup>st</sup> October 2022 is Rs. 273.83 crores The amount due to secured creditor as on 31 <sup>st</sup> October 2022 is NIL															
23	Disclosure about the effect of the Compromise or arrangement on Key managerial personnel; the	The rights and interests of the aforesaid parties will not be prejudicially affected post the sanction of scheme of Amalgamation and necessary references/disclosures to															

	Undertaking under the Scheme shall become the staff, (b) directors; (c) promoters; (d) non-promoter members; (e) depositors; (f) creditors; (g) debenture holders; stakeholders. (h) deposit trustee and debenture trustee; (l) (i) employee of the Company	the same is mentioned at respective places in the scheme of amalgamation attached herewith.
24	Investigation or proceedings, if any pending against the company under the Act.	There are no pending proceedings against the Transferee Company.
25	Detail of approvals, sanctions or no-objection(s) if any, from regulatory or any other governmental authorities	The Copies of the Scheme of amalgamation has already been submitted with the following regulatory and governmental authorities and sought their approval:  1. Registrar of Companies, Chennai 2. Official Liquidator, Chennai
26	<p><b>Document for Inspection:</b></p> <p>The following documents will be open for obtaining extract or for making or obtaining copies of or for inspection at the Registered Office of the Company between 10:00 A.M. to 05:00 P.M. on any working day, up to one day prior to the date of the meeting and shall also be available for inspection at the venue of the proposed meeting till the conclusion of the said meetings:</p> <ol style="list-style-type: none"> <li>a) Latest audited financial statements of the company including consolidated financial statements</li> <li>b) Copy of proposed Scheme of Amalgamation;</li> <li>c) The certificate issued by Auditor for the Companies to the effect that the accounting treatment, if any, proposed in the scheme of Amalgamation is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.</li> <li>d) NCLT Order dated 13<sup>th</sup> July, 2021, approving the Consolidation and Reduction of Share capital.</li> </ol>	



**SCHEME OF AMALGAMATION**

**SHARDLOW INDIA LIMITED ..... Transferor Company**

**AND**

**WHEEL & PRECISION FORGINGS INDIA LIMITED .....Transferor Company**

**AND**

**SIMPSON AND COMPANY LIMITED ..... Transferee Company**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**UNDER SECTION 233 AND SUCH OTHER APPLICABLE PROVISIONS OF THE  
COMPANIES ACT, 2013 READ WITH COMPANIES (COMPROMISES  
ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016**

This Scheme of Amalgamation (the Scheme) is presented under Section 233 of the Companies Act, 2013 and such other applicable provisions of the Companies Act 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (including any statutory modification(s) or reenactment(s) or amendment(s) thereof) for amalgamation of Shardlow India Limited and Wheel and Precision Forgings India Ltd. with Simpson & Co Limited and their respective shareholders and creditors.

**A. Description of the Companies:**

**Transferor Companies**

- i. **Shardlow India Limited** is a public limited company incorporated under the Companies Act, 1956 with its registered office at Huzur Gardens, Sembium, Madhavaram High Road, Chennai - 600011, Tamil Nadu, India ("Transferor Company One" or "Shardlow") [CIN: U35990TN1960PLC004235]. Shardlow is engaged in the business of manufacture and sale of forged and machined crankshafts. The Transferor Company One is a wholly owned subsidiary of the Transferee Company.
- ii. **Wheel & Precision Forgings India Limited** is a public limited company incorporated under the Companies Act, 1913 with its registered office at Huzur Gardens, Sembium, Madhavaram High Road, Chennai - 600011, Tamil Nadu, India ("Transferor Company Two" or "Wheel & Precision") [CIN: U28910TN1951PLC003308]. Wheel & Precision is engaged in the business of providing machining and other engineering services, on contract basis, primarily to transferor Company One. The Transferor Company Two is also a wholly owned subsidiary of the Transferee Company.

**Transferee Company**

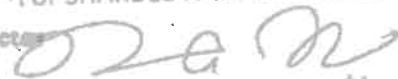
**Simpson & Co Limited** is a public limited company incorporated under the Companies Act, 1913 with its registered office at 861/862, Anna Salai, Chennai - 600002, Tamil Nadu ("Transferee Company" or "Simpson") [CIN: U65991TN1925PLC002345]. The Transferee Company is engaged in the business of manufacture and sale of diesel engines for agriculture, industrial, power generation and marine applications.

WHEEL & PRECISION FORGINGS INDIA LTD.



For SHARDLOW INDIA LIMITED

Director



R. RAMESH BABU

WHOLE TIME DIRECTOR

For SIMPSON & CO. LTD.



P.S. RAJAMANI  
Whole-time Director

## B. Rationale of the Scheme:

The amalgamation of the transferor companies with the transferee company would have the following benefits for the shareholders:

- Greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximising overall shareholder value, and will improve the competitive position of the combined entity;
- Greater efficiency in management of the amalgamated entity, and unfettered access to cash flow generated by the combined business and deployment thereof to fund growth opportunities, maximising shareholder value;
- Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry;
- Greater access by the amalgamated company to different market segments in the conduct of its business;
- Cost savings are expected to flow from more focused operational efforts, rationalization, standardisation and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.
- Achieving economies of scale in operations;
- Significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor and Transferee which would result in savings in compliance cost.

## C. Parts of the Scheme:

The Scheme of Amalgamation is divided into following three parts:

Part I - Deals with the definitions and share capital;

Part II - Deals with amalgamation of Shardlow Limited and Wheel & Precision Forgings India Limited with Simpsons & Co Limited; and

Part III - Deals with the dissolution of both the Transferor Companies and General Clauses, Terms and Conditions applicable to the Scheme.

### PART I

#### DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

##### 1) Definitions and Interpretation:

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



3



recitals and the introductory paragraphs above), shall have the following meanings:

1. 'Act' or 'the Act' means the Companies Act, 2013 of India and Rules made thereunder.
2. 'Applicable Law(s)' means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
3. 'Appointed Date' means the **01st April 2022**
4. 'Appropriate Authority' means any governmental, statutory, regulatory, departmental or public body or authority of India including Registrar of Companies, Regional Director of Company Law Board, the National Company Law Regional Director MCA.
5. 'Board of Directors' or 'Board' in relation to the Transferor Companies and the Transferee Company, as the case may be, means the Board of Directors of such company, and shall include a committee duly constituted and authorized or individuals authorized for the purposes of matters pertaining to the amalgamation, this Scheme and/or any other matter relating thereto.
6. 'Effective Date' means the last of the dates on which the certified or authenticated copies of the orders of the Regional Director MCA sanctioning the Scheme are filed with the respective Registrar of Company by the Transferor Companies and by the Transferee Company. 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;
7. 'Encumbrance' means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same and the term "Encumbered" shall be construed accordingly;
8. "Employees" means all the permanent employees of the Transferor Companies who are on the payroll of the Transferor Companies as on the Effective Date;
9. "Governmental Authority" means (i) a national government, political subdivision thereof; (ii) an instrumentality, board, commission, court, or agency, whether civilian or military, of any of the above, however constituted; and (iii) a government-owned/ government-controlled association, organization in the



Republic of India.

10. 'Scheme' or 'the Scheme' or 'this Scheme' means this Scheme of Amalgamation in its present form as submitted to the Regional Director MCA under Clause 23 of the Scheme as approved or directed by the Regional Director MCA.
11. 'Regional Director MCA' means the Regional Director MCA, Chennai Bench as constituted and authorized as per the applicable provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Section 230 to 240 of the Companies Act, 2013, if applicable.
12. "Undertaking" means all the undertakings and entire business of the Transferor Companies as a going concern, including, without limitation:
- a. all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) of the Transferor Companies whether situated in India or abroad, including, without limitation, all land, buildings and structures, offices, residential and other premises, capital work-in-progress, machines and equipments, furniture, fixtures, office equipment, computers, appliances, accessories, power lines, stocks, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, earnest monies, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Companies, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, tenancies in relation to the office and /or residential properties, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever 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 Transferor Company or in connection with or relating to the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held



for the benefit of or enjoyed by the Transferor Companies, whether in India or abroad;

- b. all permits, quotas, rights, entitlements, industrial and other licences, bids, tenders, letters of intent, expressions of interest, approvals, consents, subsidies, privileges, income tax benefits and exemptions in respect of the profits of the undertaking for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the benefit or exemption is available in law if the amalgamation pursuant to this Scheme does not take place, all other rights including sales tax deferrals and exemptions and other benefits, receivables, and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Companies;
- c. all debts, borrowings, obligations, duties and liabilities, both present and future (including deferred tax liabilities, contingent liabilities and the Liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or not, whether in Rupees or foreign currency, whether provided for or not in the accounts or disclosed in the balance sheet of the Transferor Companies; and
- d. all trade and service names and marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Companies.

2) All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.

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

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



5) Unless the context otherwise requires:

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

## 2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form with or without any modification(s) approved or imposed or directed by the Regional Director MCA

or made as per the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

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

## 3. SHARE CAPITAL

### 3.1. The share capital of Shardlow as at 31 March 2022 is as under:

Particulars	Amount (Rs. In lakhs)
<b>Authorized Capital</b>	
4,50,00,000 Equity shares of Rs.10 each	4500.00
60,00,000 8% Cumulative Fully Convertible Preference Share of Rs.10 each	600.00
90,00,000 7% Cumulative Fully Convertible Preference Share of Rs.10 each	900.00
<b>Total</b>	<b>6000.00</b>
<b>Issued, Subscribed and fully paid up Capital</b>	
3,00,00,000 Equity shares of Rs. 10 each	3000.00
60,00,000 8% Cumulative Fully Convertible Preference Share of Rs.10 each	600.00
90,00,000 7% Cumulative Fully Convertible Preference Share of Rs.10 each	900.00
<b>Total</b>	<b>4500.00</b>

### 3.2. The share capital of Wheel & Precision as at 31 March 2022 is as under:

Particulars	Amount (Rs. In lakhs)
<b>Authorized Capital</b>	
5,00,000 Equity shares of Rs.10 each	50.00
<b>Total</b>	<b>50.00</b>



Issued, Subscribed and fully paid up Capital	
1,50,000 Equity shares of Rs. 10 each	15.00
<b>Total</b>	<b>15.00</b>

The equity shares of the Transferor Companies are not listed on the Stock Exchanges. Further, the entire paid-up shares of the Transferor Companies are held by its Holding Company (Transferee Company) and its nominees.

There are no existing commitments, obligations or arrangements by the Transferor Companies as on the date of sanction of this Scheme by the Board of Directors to issue any further shares or convertible securities.

3.2. The share capital of Transferee Company as at 31 March 2022 is as under:

Particulars	Amount (Rs. In lakhs)
Authorized Capital	
44,000 Equity shares of Rs.2500 each	1100.00
1,00,000 Redeemable Preference shares of Rs. 100 each	100.00
<b>Total</b>	<b>1200.00</b>
Issued, Subscribed and fully paid up Capital	
29,479 Equity shares of Rs. 2500 each	736.97
<b>Total</b>	<b>736.97</b>

3.3 The equity shares of the Transferee Company are not listed on the Stock Exchanges. Subsequent to the appointed date and up to the date of approval of this Scheme by the Board of Transferee Company, there has been no change in the above stated Share Capital of Transferee Company.

There are no existing commitments, obligations or arrangements by the Transferee Company as on the date of approval of this Scheme by the Board of Directors to issue any further shares or convertible securities except issue of shares on exercise of stock options granted under any of its existing employee stock option schemes.

## PART II

### AMALGAMATION OF SHARDLOW LIMITED AND WHEEL & PRECISION WITH SIMPSON & CO LIMITED

Section 1 - Transfer and vesting:

- Upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the sanction of this Scheme by the Regional Director MCA and pursuant to the provisions of Section 233 and other applicable provisions, if any, of the Act, the Transferor Companies shall be and stand vested in or be deemed to have been vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so





as to become, as and from the Appointed Date, by virtue of and in the manner provided in this Scheme.

## 5. Vesting of Assets

- a. Without prejudice to the generality of Clause 4 above, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances comprised in the Undertaking of whatsoever nature and where so ever situated shall, under the provisions of Section 233 of the Act and all other applicable provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the estate, assets, properties, rights, claims, title, interest and authorities of the Transferee Company.
- b. Without prejudice to the provisions of Clause 5(a) above, in respect of such of the assets and properties of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of vesting or transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand so transferred or vested by the Transferor Companies upon the coming into effect of this Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date pursuant to the provisions of Section 233 of the Act, without requiring any deed or instrument of conveyance for transfer or vesting of the same.
- c. In respect of such of the assets and properties belonging to the Transferor Companies (other than those referred to in Clause (Without prejudice to the provisions of Clause 5(a) above), in respect of such of the assets and properties of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of vesting or transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand so transferred or vested by the Transferor Companies upon the coming into effect of this Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date pursuant to the provisions of Sections 233 of the Act, without requiring any deed or instrument of conveyance for transfer or vesting of the same above including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any government, quasi government, local or other authority or body or with any company or other person, the same shall stand transferred to and vested in the Transferee Company and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme



and with effect from the Appointed Date pursuant to the provisions of Section 233 of the Act.

- d. All assets, rights, title, interest, investments and properties of the Transferor Companies as on the Appointed Date, whether or not included in the books of the Transferor Companies, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest, investments and properties of the Transferee Company, and shall under the provisions of Section 233 and all other applicable provisions, if any, of the Act, without any further instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Section 233 of the Act.
- e. All the profits or income taxes (including advance tax, tax deducted at source, Foreign Tax Credits and MAT credit) or any costs, charges, expenditure accruing to the Transferor Companies or expenditure or losses arising or incurred or suffered by the Transferor Companies shall for all purpose be treated and be deemed to be and accrue as the profits, taxes (namely Advance tax, Tax deducted at source & Foreign Tax Credits ), tax losses, MAT Credit, income, costs, charges, expenditure or losses of Transferee Company, as the case may be.
- f. All the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether on, before or after the Appointed Date, including income tax benefits and exemptions, shall, under the provisions of Section 233 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

## 6. Contracts, Deeds etc.

- a. Upon the coming into effect of this Scheme, and subject to the provisions of this



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

- b. Without prejudice to the other provisions of this Scheme and notwithstanding that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Companies are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, after the Effective Date, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.
- c. Without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme and with effect from the Appointed Date, all consents, permissions, licences, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

## 7. Transfer and Vesting of Liabilities

- a. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all debts and liabilities of the Transferor Companies including all secured and unsecured debts (in whatsoever currency), liabilities (including contingent liabilities), duties and obligations of the Transferor Companies of every kind, nature and description whatsoever whether present or future, and howsoever arising, along with any charge, encumbrance, lien or security thereon (herein referred to as the "Liabilities" ) shall, pursuant to the sanction of this Scheme by the Regional Director MCA and under the provisions of Section 233 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to



have been transferred to and vested in the Transferee Company, to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause 7.

- b. Where any such debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date have been discharged by such Transferor Companies on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- c. All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon coming of this Scheme into effect and under the provisions of Section 233 of the Act, without any further act, instrument or deed be stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- d. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time from the Appointed Date to the Effective Date become due between the Transferor Companies and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

#### 8. Encumbrances

- a. The transfer and vesting of the assets comprised in the Undertaking to the Transferee Company under Clause 4 and Clause 5 of this Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- b. All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Companies shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date, provided that if any



of the assets of the Transferor Companies have not been Encumbered, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

- c. The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the Liabilities of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.
- d. Any reference in any security documents or arrangements (to which the Transferor Companies are a party) to the Transferor Companies and their respective assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Companies transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- e. Upon the coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.
- f. It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.
- g. The provisions of this Clause 8 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

#### 9. Employees of Transferor Companies

- a. Upon the coming into effect of this Scheme, all Employees of the Transferor Companies shall, become the employees of the Transferee Company, on same terms



and conditions and shall not be less favorable than those on which they are engaged by the Transferor Companies and without any interruption of or break in service as a result of the amalgamation of the Transferor Companies with the Transferee Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such Employees with the Transferor Companies and such benefits to which the Employees are entitled in the Transferor Companies shall also be taken into account and paid (as and when payable) by the Transferee Company.

- b. It is clarified that save as expressly provided for in this Scheme, the Employees who become the employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits (including employee stock options) that may be applicable and available to any of the other employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company), unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any entered into or deemed to have been entered into by the Transferor Companies with any employee of the Transferor Companies.
- c. Insofar as the provident fund, gratuity fund and any other funds or benefits created by the Transferor Companies for its Employees or to which the Transferor Companies are contributing for the benefit of its Employees (collectively referred to as the "Funds") are concerned, the Funds or such part thereof as relates to the Employees (including the aggregate of all the contributions made to such Funds for the benefit of the Employees, accretions thereto and the investments made by the Funds in relation to the Employees) shall be transferred to the Transferee Company and shall be held for the benefit of the concerned Employees. In the event that the Transferee Company has its own funds in respect of any of the employee benefits referred to above, the Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be merged with the relevant funds of the Transferee Company.

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

- d. In relation to those Employees for whom the Transferor Companies are making contributions to the government provident fund or other employee benefit fund, the



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

#### 10. Legal, Taxation and other Proceedings

- a. Upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or Regional Director MCA) by or against the Transferor Company pending on the Effective Date shall be continued and/ or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against the Transferee Company.
- b. If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies are pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if this Scheme had not been made.
- c. In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Companies, Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of Transferee Company.
- d. Without prejudice to the provisions of Clauses upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the sanction of this Scheme by the Hon'ble Regional Director MCA and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, the Transferor Companies shall be and stand vested in or be deemed to have been vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, by virtue of and in the manner provided in this Scheme to Legal, Taxation and other Proceedings, with effect from the Appointed Date, all inter-party transactions between the Transferor Companies and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.
- e. Upon the coming into effect of this Scheme, the name of the merged entity/ Transferee Company shall be retained which is "Simpson & Co Limited", without any further act, deed or instrument.



## Section 2 - Conduct of Business

11. From the date on which the Board of Directors of the Transferor Companies and the Transferee Company approve this Scheme until the Effective Date:

- a. the Transferor Companies shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts and investments for and on account of, and in trust for, the Transferee Company;
- b. The Transferor Companies shall carry on their business and activities with due business prudence and diligence and shall not, without prior written consent of the Transferee Company or pursuant to any preexisting obligation, sell transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with any part of its assets nor incur or accept or acknowledge any debt, obligation or liability except as is necessary in the ordinary course of business.
- c. all profits and income accruing or arising to the Transferor Companies, and losses and expenditure arising or incurred by them (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company;
- d. any of the rights, powers, authorities or privileges exercised by the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company; and
- e. all taxes [including, without limitation, income tax, sales tax, service tax, VAT, Central Goods and Service Tax law (CGST), State Goods and Service Tax law (SGST) and Integrated Goods and Service Tax law (IGST) etc.] paid or payable by the Transferor Companies in respect of the operations and/or the profits of the Transferor Companies before the Appointed Date, shall be on account of the Transferor Companies and, insofar as it relates to the tax payment including, without limitation, income tax, sales tax, service tax, VAT, CGST, SGST, IGST etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the Transferor Companies with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.





- f. Pending sanction of the Scheme, the Transferor Companies shall not, except by way of issue of shares / convertible debentures to the Transferee Company, increase their capital (by fresh issue of shares, convertible debentures or otherwise).

### Section 3 - Cancellation of share capital of Transferor Companies

12. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted as the Transferor Companies are the wholly owned subsidiary of the Transferee Company and consequently the capital both issued and paid-up capital of the Transferor Companies shall stand cancelled on and from the Effective Date.

## **PART III**

### **DISSOLUTION OF TRANSFEROR COMPANY GENERAL**

#### **CLAUSES, TERMS AND CONDITIONS APPLICABLE TO THE SCHEME**

### **13. Accounting and Tax Treatment**

#### **a. Applicability of provisions of Income Tax Act**

- i. The provisions of this Scheme as they relate to the amalgamation of Transferor Companies with Transferee Company has been drawn up to comply with the conditions relating to 'amalgamation' as defined under Section 2(1B) of the (Indian) Income-tax Act, 1961 (hereinafter referred to as Income Tax Act). If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act. Such modification will, however, not affect the other parts of the Scheme.
- ii. Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act (including for minimum alternate tax purposes and tax benefits), service tax law, CGST, SGST, IGST and other tax laws and to claim refunds and/or credits for taxes paid (including minimum alternate tax), and to claim tax benefits under the Income Tax Act and other tax laws (including STPI or SEZ benefits) etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme.

#### **b. Accounting Treatment**

Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferor Companies and Transferee Company shall give effect to the accounting treatment in the books of account in accordance with the accounting standards



specified under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date.

**Accounting Treatment in the Books of the Transferee Company:**

- i. Upon the Scheme becoming effective, since the transaction involves entities which are ultimately controlled by the same parties before and after the transaction, for the purpose of accounting and dealing with the value of assets and liabilities of the Transferor Companies, the transferee company shall account for the amalgamation in accordance with "Pooling of interest method" laid down in Appendix - C "Business Combinations of entities under common control" of Ind AS 103 - Business Combinations notified under the provisions of the Act read with rules framed thereunder and other applicable accounting standards.
- ii. The Transferee company shall record the assets, liabilities and reserves relating to the Transferor Companies vested in it pursuant to this scheme, at their respective carrying amounts.
- iii. The identity of reserves of the Transferor companies, if any shall be preserved and they shall appear in the financial statements of the Transferee company in the same form and manner in which they appeared in the financial statements of the Transferor Companies.
- iv. The investment made in the share capital of the Transferor Companies by the Transferee company shall stand cancelled. The difference, if any arising between the investments held by the Transferee company and assets, liabilities and reserves held by the Transferor Companies shall be accounted based on the accounting principles prescribed under Ind AS 103 i.e., shall be transferred to the capital reserve.
- v. The amounts of any inter-company balances between the Transferor Companies and Transferee company, appearing in the books of account of the Transferee company, shall stand cancelled.
- vi. In case of any differences in accounting policies between Transferor Companies and Transferee company, the accounting policies followed by the Transferee company shall prevail to ensure that the financial statements reflect the financial position on the basis of consistent accounting policies.

**c. Tax**

- i. Upon the Scheme coming into effect, all taxes (direct and/or indirect)/ cess/ duties payable by or on behalf of the Transferor Companies from the Appointed Date onwards including all or any refunds and claims, including refunds or claims pending with any Governmental Authority and including the right to claim credit for minimum alternate tax and carry forward of accumulated losses, and unutilized



CENVAT credit, VAT credit, input tax credit for CGST, SGST and IGST etc. shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims, accumulated losses and unutilized CENVAT credits, VAT credit, CGST, SGST and IGST credits and rights to claim credit or refund etc. of the Transferee Company.

- ii. Accordingly, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns, wealth tax returns, sales tax returns, excise and CENVAT returns, service tax returns, other statutory returns, CGST returns, SGST returns, IGST returns and to claim refunds/ credits, pursuant to the provisions of this Scheme.
- iii. The Transferee Company shall also be permitted to claim refunds/ credits in respect of any transaction between the Transferor Companies and the Transferee Company. Without prejudice to the generality of Clause 16(c)(i) above, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns and related withholding tax certificates, including withholding tax certificates relating to transactions between the Transferor Companies and the Transferee Company, and to claim refunds, advance tax and withholding tax credits, benefit of credit for minimum alternate tax and carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.
- iv. The withholding tax/ advance tax/ minimum alternate tax, if any, paid by the Transferor Companies under the Income Tax Act, 1961 or any other statute in respect of income of the Transferor Companies assessable for the period commencing from the Appointed Date shall be deemed to be the tax deducted from/ advance tax paid by the Transferee Company and credit for such withholding tax/ advance tax/minimum alternate tax shall be allowed to the Transferee Company notwithstanding that certificates or challans for withholding tax/ advance tax are in the name of the Transferor Companies and not in the name of the Transferee Company.
- v. The service tax, VAT under the pre - GST regime and in the GST regime, CGST, SGST and IGST paid by the Transferor Companies under the Finance Act, 1994 and/ or Central Goods and Service Tax Act, Integrated Goods and Service Tax Act and Union Territory Goods and Service Tax Act in respect of services provided by the Transferor Companies for the period commencing from the Appointed Date shall be deemed to be the service tax, CGST, SGST, IGST paid by the Transferee Company and credit for such service tax CGST, SGST, IGST shall be allowed to the Transferee Company notwithstanding that challans for service tax payments, CGST payment, SGST payment, IGST payment are in the name of the Transferor Companies and not in the name of the Transferee Company.

#### **d. Resolutions**

Upon the coming into effect of this Scheme, the resolutions, if any, of the Transferor



Companies, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 180 of the Act shall be deemed, without any further act or deed, to have been enhanced by the aggregate limits of the Transferor Companies which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.

**a. Savings of concluded transactions**

The transfer and vesting of undertaking under Clause 4 above and the continuance of proceedings by or against the Transferee Company under clause 10 above shall not affect any transaction or proceedings already concluded by the Transferor Companies on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto, as if done and executed on its behalf.

**b. Dissolution of the Transferor Companies**

Upon the coming into effect of this Scheme, the Transferor Companies shall stand dissolved without winding-up without any further act or deed. Even after the Scheme becoming effective, the Transferee Company shall be entitled to operate all bank accounts relating to Transferor Companies and realize all monies and complete and enforce all pending contracts and transactions in the name of Transferor Companies insofar as may be necessary until the transfer and vesting of rights and obligations of the Transferor Companies to the Transferee Company under this scheme is formally effected by the parties concerned.

**e. Conditions Precedent**

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

- i. The requisite sanction or approval of the Appropriate Authorities from India being obtained and/or granted in relation to any of the matters in respect of which such sanction or approval is required.
- ii. This Scheme being approved by the respective requisite majorities of the various classes of shareholders as well as creditors or class of the creditors of the



Transferor Companies and the Transferee Company if required under the Act and the requisite orders of the Regional Director MCA being obtained;

iii. The certified copy of the order of the Regional Director MCA under Section 233 and other applicable provisions of the Act sanctioning the Scheme being filed with the Registrar of Companies, Chennai by the Transferee Company and with the Registrar of Companies, Chennai by Transferor Companies

iv. such other approvals and sanctions as may be required by Applicable Law in respect of this Scheme being obtained.

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

#### 1. Effect of Non-Receipt of Approvals/Sanctions

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

#### 2. Applications

The Transferor Companies and the Transferee Company, if required shall, with all reasonable dispatch, make applications/ petitions to the Hon'ble Regional Director MCA under Section 233 and other applicable provisions, of the Act, for sanctioning of this Scheme.

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



### 3. Modifications or amendments to the Scheme

- i. The Transferor Companies and the Transferee Company, through their respective Board of Directors, may assent from time to time on behalf of all the persons concerned to any modifications or amendments or additions to this Scheme subject to approval of the Hon'ble Regional Director MCA or to any conditions or limitations which the Hon'ble Regional Director MCA and/or any other competent authorities, if any, under the law may deem fit and approve of or impose and which the Transferor Companies and the Transferee Company may in their discretion deem fit and may resolve all doubts or difficulties that may arise for carrying out this Scheme and do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect. The aforesaid powers of the Transferor Companies and the Transferee Company may be exercised by their respective Board of Directors, Committee of the concerned Board or any Director, authorized in that behalf by the concerned Board of Directors (hereinafter referred to as the 'delegate').
- ii. For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate of the Transferor Companies or the Transferee Company may give and is hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties in the same manner as if the same were specifically incorporated in this Scheme.

### 14. Costs, Charges and Expenses

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

For SHARDLOW INDIA LIMITED



R. RAMESH BABU  
WHOLE TIME DIRECTOR

For SIMPSON & CO. LTD.



P.S. RAJAMANI  
Whole-time Director

For WHEEL & PRECISION FORGINGS INDIA LTD



Director



भारत INDIA  
INDIA NON JUDICIAL  
TAMILNADU  
18 OCT 2022  
SIMPSON & Co Ltd

CS 980677  
M.S. CHANDRAMOULI,  
STAMP VENDOR,  
LIC No: 9034 / 86 / B1  
NEW No: 161, T.H. ROAD,  
TRIPPLICANE, CHENNAI-600 005

FORM NO. CAA.10

[Pursuant to section 233(1)(c) and rule 25(2)]

Declaration of solvency

- (a) Corporate Identity number (CIN) of company: U65991TN1925PLC002345

(b) Global location number (GLN) of company: Not Applicable
- (a) Name of the company: Simpson and Company Limited

(b) Address of the registered office of the company: 861/862, Anna Salai, Chennai-600 002

(c) E-mail ID of the company: [secretarial@simpson.co.in](mailto:secretarial@simpson.co.in)
- (a) Whether the company is listed: No
- Date of Board of Directors' resolution approving the scheme: 14-10-2022



For SIMPSON & CO. LTD.  
A. Krishnamoorthy  
Chairman & Managing Director

For SIMPSON & CO. LTD.  
P.S. RAJAMANI  
Whole-time Director

## Declaration of solvency

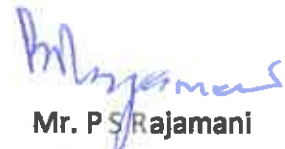
We, the directors of M/s Simpson and Company Limited, do solemnly affirm and declare that we have made a full enquiry into the affairs of the company and have formed the opinion that the company is capable of meeting its liabilities as and when they fall due and that the company will not be rendered insolvent within a period of one year from the date of making this declaration.

We append an audited statement of company's assets and liabilities as on 31.03.2022 being the latest date of making this declaration. We further declare that the company's audited annual accounts including the Balance Sheet have been filed upto 31.03.2021 with the Registrar of Companies.

Signed for and behalf of the board of directors



Mr. A. Krishnamoorthy  
Chairman and Managing Director



Mr. P S Rajamani  
Whole-Time Director

Date: 19-10-2022

Place: Chennai



V.K. SAKTHI KUMAR, B.A., B.L.,  
ADVOCATE & NOTARY PUBLIC  
Res: New No. 9, Konnar High Road,  
5th Lane, Aganavaram,  
Chennai - 600 036. Enroll No: 330/85



## Verification

We solemnly declare that we have made a full enquiry into the affairs of the company including the assets and liabilities of this company and that having done so and having noted that the scheme of merger between M/s. Shardlow India Limited, M/s. Wheel & Precision Forgings India Limited and M/s. Simpson and Company Limited is proposed to be placed before the shareholders and creditors of the company for approval as per the provisions of sub-section of (1) of section 233 of the Companies Act, 2013, we make this solemn declaration believing the same to be true.

Verified this day the 19th day of October, 2022



Mr. A Krishnamoorthy  
Chairman & Managing Director



Mr. P S Rajamani  
Whole-time Director

Solemnly affirmed and declared at Chennai, the 19<sup>th</sup> day of October, 2022 before me.

Attachments:

- a) Copy of board resolution
- b) Statement of assets and liabilities
- c) Auditor's report on the statement of assets and liabilities



V.K. SAKTHI KUMAR, B.A., B.L.  
ADVOCATE & NOTARY PUBLIC  
Flack New No. 9, Korner High Road,  
5th Lane, Aganavaram,  
Chennai - 600 020. Enroll No: 330/85



861/862, ANNA SALAI, CHENNAI-600 002.

TELEPHONE: 2858 4918 FAX: 2851 4446 CIN : U65991TN1925PLC002345 GSTIN NO: 33AAACS4909FIZN

**EXTRACTS OF MINUTES OF BOARD MEETING NO. 4/2022-23 HELD AT 861/862, ANNA SALAI, CHENNAI-600 002 AT 4.00 P.M. ON FRIDAY, THE 14<sup>TH</sup> OCTOBER, 2022.**

XXXXX

XXXXX

XXXXX

**3. APPROVAL OF SCHEME OF MERGER:-**

It is "RESOLVED THAT pursuant to Section 233 and Rule 25 of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions, if any, of the Act, consent of the Board be hereby given for the draft scheme of merger of M/s. Shardlow India Ltd, M/s. Wheel & Precision Forgings India Ltd with M/s. Simpson and Company Ltd subject to approvals/consents as may be required of members/creditors with due notice to the approval of Registrar of Companies, Ministry of Corporate Affairs, Chennai, official liquidator, Chennai and/or such other authorities.

It is RESOLVED FURTHER THAT draft scheme of merger be and is hereby approved and Mr. A. Krishnamoorthy, Chairman & Managing Director, Mr. P S Rajamani, Whole time Director and Mr. S. Srinivasaraghavan, Chief Financial officer & Company Secretary be and are hereby severally authorized to carry out such alteration and changes therein as may be suggested by Registrar of Companies and Official Liquidator having jurisdiction over the Company provided that prior approval of the Board shall be obtained for making any material changes in the said draft scheme of amalgamation as approved by the Board.

It is RESOLVED FURTHER THAT Mr. A. Krishnamoorthy, Chairman & Managing Director, Mr. P S Rajamani, Whole time Director and Mr. S. Srinivasaraghavan, Chief Financial officer & Company Secretary be and are hereby severally authorized to sign, modify and submit the scheme and/or such other documents, forms, papers, declarations, affidavits, applications and petitions in relation to the scheme to Registrar of Companies, Official Liquidator and such other sectoral/or parties as may be required, and to do all such acts, deeds, matters and things as may be required including appointing and authorizing attorneys, professionals, representatives for representing the Company before various authorities to give effect to these resolutions, in the expedient interest of the Company.

It is FURTHER RESOLVED Mr. P S Rajamani, Whole time Director and Mr. S. Srinivasaraghavan, Chief Financial officer & Company Secretary be and are hereby severally authorized to issue a certified true copy of this resolution to various authorities as may required from time to time."

XXXXX

XXXXX

XXXXX

//CERTIFIED TRUE COPY//

For SIMPSON & CO. LTD.,

  
Chief Financial Officer  
& Company Secretary

# R.G.N. Price & Co.

CHARTERED ACCOUNTANTS

Simpson's Building, 861, Anna Salai, Chennai - 600 002  
Phone : 044 - 28413633 / 28583494 | Email : price@rgnprice.com

Date: 19<sup>th</sup> October 2022

To  
The Board of Directors  
Simpson & Co. Limited  
861/862, Anna Salai, Chennai – 600 002.

## INDEPENDENT AUDITOR'S REPORT ON THE STATEMENT OF ASSETS AND LIABILITIES AS AT 31<sup>ST</sup> MARCH 2022

1. This report is issued in accordance with the terms of our engagement letter with Simpson & Co. Limited (the "Company"), dated 14<sup>th</sup> October 2022 (hereinafter referred to as the "Engagement Letter").
2. The accompanying Statement of Assets and Liabilities of the Company as at 31<sup>st</sup> March 2022 ('the Statement') is prepared by the Management, for the purpose of filing the declaration of solvency in Form No. CAA-10 with the Registrar of Companies ("RoC") in accordance with the provisions of Section 233(1)(c) of the Companies Act, 2013 ('the Act') read with Rule 25(2) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (herein referred as "Regulations") which we have signed for identification purposes only.

### Management's Responsibility

3. The preparation of the Statement is the responsibility of Management of the Company including the preparation and maintenance of all accounting and other relevant supporting records and documents. This responsibility includes designing, implementing and maintaining internal controls relevant to the preparation and presentation of the Statement, and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.
4. The Management is responsible for ensuring that the Company complies with the requirements of the Regulations and provides all relevant and complete information for the purpose of filing the declaration of solvency in Form No. CAA.10 with the RoC.

### Auditor's responsibility

5. Pursuant to the Engagement Letter, it is our responsibility to provide a reasonable assurance that the amounts of assets and liabilities that form part of the Statement have been accurately extracted from the audited standalone financial statements as at March 31, 2022 and the Statement is arithmetically correct.



BRANCHES : MUMBAI | BENGALURU | KOCHI | KOLLAM | KOZHIKODE

6. The standalone financial Statements for the year ended 31<sup>st</sup> March 2022 have been audited by us on which we have issued an unmodified audit report date 29<sup>th</sup> June 2022 wherein there is no audit qualification or comments in the standalone financial statements about the continuation of the business as going concern. Audit of these financial statements were conducted in accordance with the Standards on Auditing specified under Section 143(10) of the Act issued by the Institute of Chartered Accountants of India ("ICAI").
7. We carried out our examination in accordance with the Guidance Note on Reports or Certificates for Special Purposes (Revised 2016), issued by ICAI. The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by ICAI.
8. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and other Assurance and Related Services Engagements.

**Opinion**

9. Based on our examination and according to the information and explanation given to us, we are of the opinion that, the amounts forming part of the Statement have been accurately extracted from the standalone audited financial statements as at 31<sup>st</sup> March 2022 and it is arithmetically correct.

**Restriction on Use**

10. This report is addressed to the Board of Directors of the Company, pursuant to our obligations under the Engagement Letter for onward submission of this report to the RoC in accordance with the Regulations and should not be used by any other person or for any other purpose. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come without our prior consent in writing.
11. Nothing contained in this report nor anything said or done in the course of, or in connection with the services that are subject to this report, will extend any duty of care that we may have in our capacity as the Statutory Auditors of financial statements of the Company.

Date: 19<sup>th</sup> October 2022  
Place: Chennai

For **R.G.N. Price & Co.**  
Chartered Accountants  
F R No.002785S

*A. R. Parthasarathy*

A. R. Parthasarathy  
Partner

M No.205702

UDIN: 22205702BAFSEP2675



**ANNEXURE**

**Statement of Assets and Liabilities of Simpson & Co. Limited as at 31<sup>st</sup> March 2022**

**Assets**

<b>S.No</b>	<b>Particulars</b>	<b>Book Value (in Rs.)</b>	<b>Estimated realizable Value (in Rs.)</b>
1	Balance at Bank	10,61,66,907	10,61,66,907
2	Cash in hand	5,40,000	5,40,000
3	Marketable Securities	9,51,94,09,459	9,51,94,09,459
4	Other receivables	62,57,48,109	62,57,48,109
5	Trade debtors	4,15,71,87,470	4,15,71,87,470
6	Loans & advances	1,17,39,53,972	1,17,39,53,972
7	Stock-in-trade	97,67,81,256	97,67,81,256
8	Work in progress	8,71,30,054	8,71,30,054
9	Freehold properties	1,71,42,05,305	1,71,42,05,305
10	Leasehold property	70,685	70,685
11	Plant and machinery	1,11,31,33,523	1,11,31,33,523
12	Furniture, fittings, utensils, etc.	2,32,20,794	2,32,20,794
13	Other Intangibles	55,95,66,699	55,95,66,699
14	Investments other than marketable securities	2,79,67,77,957	2,79,67,77,957
15	Other Property	5,94,51,541	5,94,51,541
16	Current Tax Assets	11,17,68,781	11,17,68,781
	<b>Total Assets (A)</b>	<b>23,02,51,12,512</b>	<b>23,02,51,12,512</b>



**Liabilities (Estimated to rank for payment)**

S.No	Liabilities	Amount (in Rs.)
1.	Unsecured creditors (amounts estimated to rank for payment)	
	(a) Trade accounts	1,76,42,76,708
	(b) Borrowings	32,71,56,846
	(c) Accrued expense	32,52,27,885
	(d) Other liabilities	46,50,48,878
	(e) Contingent liabilities	1,52,12,41,000
	<b>Total Liabilities (B)</b>	<b>4,40,29,51,317</b>
	<b>Estimated surplus after paying debts in full (A - B)</b>	<b>18,62,21,61,195</b>

Date: 19<sup>th</sup> October 2022  
Place: Chennai

For **R.G.N. Price & Co.**  
Chartered Accountants  
F R No.002785S

*A. R. Parthasarathy*

A. R. Parthasarathy  
Partner  
M No.205702  
UDIN: 22205702BAFSEP2675

