

SCHEME OF AMALGAMATION

BETWEEN

SHRIRAM AUTOMOTIVE PRODUCTS LIMITED

(Transferor Company)

AND

SHRIRAM PISTONS & RINGS LIMITED

(Transferee Company)

UNDER SECTIONS 230 - 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 READ WITH THE COMPANIES (COMPROMISES, ARRANGEMENTS, AMALGAMATIONS) RULES, 2016

PART I – PREAMBLE, RATIONALE, DEFINITIONS & INTERPRETATION

1.1 PREAMBLE

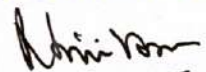
1.1.1 This Scheme of Amalgamation (hereinafter referred to as the "**Scheme**") provides for the amalgamation of **Shriram Automotive Products Limited** (hereinafter referred to as "**Transferor Company**" or "**SAPL**") with **Shriram Pistons & Rings Limited** (hereinafter referred to as "**Transferee Company**" or "**SPRL**"). The Scheme is made pursuant to the provisions of Sections 230 -232 and other applicable provisions of the Companies Act, 2013 read with the Companies (Compromises, Arrangements, Amalgamations) Rules, 2016 or any statutory modifications or re-enactment thereof.

1.1.2 SAPL is an unlisted public limited Company incorporated under the Companies Act, 1956 having CIN U34300DL1982PLC014285 and having its registered office at 4th Floor, Himalaya House, 23, K.G. Marg, New Delhi – 110001 and having as its main objects to carry on the business as dealers, merchants traders, commission agents, buying agents, import-export etc. of all types of engineering goods, Cylinder Liners, Valve Guides, Pistons, Piston Rings, Piston Pins etc.. The said Company was originally incorporated under the name of Canind Sales Private Ltd. on 2nd September 1982 and vide fresh Certificate of Incorporation consequent

For Shriram Automotive Products Ltd.


Director

For SHRIRAM PISTONS & RINGS LTD



R. SRINIVASAN
Jt. Managing Director

to change of name the Company dated 11.11.1991 the name of the Company was changed to Shriram Automotive Products Ltd.

1.1.3 SPRL is a public limited company incorporated under the Companies Act, 1956 having CIN L29112DL1963PLC004084 and having its registered office at 3rd Floor, Himalaya House, 23, K.G. Marg, New Delhi -110001. It is listed on National Stock Exchange (NSE) and is presently engaged in the business of manufacturing and selling interalia Piston Assembly, Piston Rings, Piston Pins, Engine Valves etc. The Company was originally incorporated on 9th December 1963 under the name of Shama Pistons & Rings Ltd. and the name was subsequently changed vide Fresh Certificate of Incorporation consequent on change of name issued by the Assistant Registrar of Companies, Delhi and Haryana on 25.10.1972.

1.1.4 **This Scheme is divided into the following parts:**

- Part I: Preamble, Rationale, Definitions & Interpretation
- Part II: Share Capital
- Part III: Transfer and vesting of SAPL into SPRL
- Part IV: Other conditions applicable to the Scheme

1.2 **RATIONALE OF THE SCHEME**

Both the companies are in similar line of business and consolidation is expected to bring strengths that each company may not necessarily possess individually. In order to optimally utilize the available resources and to achieve synergies in the combined business entity, the Board of Directors of the Transferor Company and the Transferee Company decided to merge and amalgamate the Transferor Company into the Transferee Company. The merger and amalgamation will result in better, efficient and economical management, help in increasing sales in both Domestic & Exports After Market, achieve cost savings, pooling of resources, reduction in administrative and operational expenses and greater control. Without prejudice to the generality of the above, the proposed amalgamation is expected to achieve the following objectives in particular:

- (a) Help in increasing sales in both Domestic & Exports After Market
- (b) Economize on administrative and other expenses;
- (c) Increase the efficiency of combined business by pooling of resources and their optimum utilization, thereby availing synergies from combined resources;

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Director

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For SHRIRAM PISTONS & RINGS LTD

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Jt. Managing Director

- (d) Facilitate expansion of business offerings by the Transferee;
- (e) Improve management focus and facilitate the unified control over operations;
- (f) Leverage the operational, capital and corporate synergies and help optimal utilization of resources viz business promotion, managerial pool, etc.;
- (g) Reduce overheads, administrative, managerial and other expenditure;
- (h) Seamless availability of technical expertise and
- (i) Facilitate greater integration, provide greater financial strength, which would result in maximizing overall shareholder value and will improve the competitive position of the combined entity.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings given below;

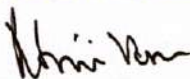
- (a) "**Act**" or "**the Act**" means the Companies Act, 1956 and/or the Companies Act, 2013 (as the context may require) or any statutory amendments thereto or re-enactment thereof for the time being in force;
- (b) "**Accounting Standards**" means accounting standards prescribed under the Companies (Accounting Standards) Rules, 2006 or the Companies Indian Accounting Standards Rules, 2015 as applicable to the Companies.
- (c) "**Appointed Date**" for the purposes of this Scheme means April 1, 2018, or such other date as the Hon'ble Tribunal may direct;
- (d) "**Board**" or "**Board of Directors**" means the Board of Directors of the Transferor Company or the Transferee Company, as the case may be, and shall, unless it is repugnant to the context or otherwise, include a committee of directors or any person authorized by the Board of Directors or such committee of directors;
- (e) "**Effective Date**" shall mean the last of the dates on which the conditions referred to in Clause 18 of the Scheme have been fulfilled. References in this Scheme to the date of the "coming into effect of this Scheme" or "effectiveness of this Scheme" shall mean the Effective date;

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Director

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R. SRINIVASAN
Jt. Managing Director

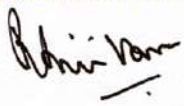
(f) **"Merged Undertaking"** shall mean and include the whole of the businesses and undertakings of SAPL on a going concern basis, being carried on by SAPL as on the Appointed Date and shall include (without limitation):

- i) all the properties and assets whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building, all fixed and movable plant & machinery, broadband infrastructure providing broadband access services, offices, car, all other kinds of machinery, tools, equipment, spares, leasehold or freehold, including all computers and accessories, software and related data, leasehold improvements, capital work-in-progress, vehicles, furniture, fixtures, fittings, office equipment, telephone, facsimile and other communication facilities and equipment, electrical appliances, accessories, deferred tax assets and investments;
- ii) all liabilities, present and future, including the contingent liabilities;
- iii) all rights and licenses including all permits, clearances and registrations whether under Central, State or other laws, rights (including rights/ obligations under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits (including MODVAT/ CENVAT, GST or input Tax credits), incentives or schemes of central/ state/ local governments, certifications and approvals, regulatory approvals, entitlements, other licenses, environmental clearances, municipal permissions, approvals, consents, tenancies, investments and/ or interest (whether vested, contingent or otherwise), cash balances, bank balances, bank accounts, reserves, deposits, advances, recoverable, receivables, benefit of insurance claims, easements, advantages, financial assets, hire purchase and lease arrangements, assets or equipment rental agreements, the benefits of bank guarantees issued by SAPL, funds belonging to or proposed to be utilised by SAPL, privileges, all other claims, rights and benefits (including under any powers of attorney issued by SAPL or any powers of attorney issued in favour of SAPL or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority to which SAPL was a party), powers and facilities of every kind, nature and description whatsoever, rights to use and

For Shriram Automotive Products


Director

For SHRIRAM PISTONS & RINGS LTD


R. SRINIVASAN
Jt. Managing Director

avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds; benefits, duties and obligations of all agreements, contracts and arrangements and all other rights and interests;

- iv) all employees on rolls of SAPL on the date immediately preceding the Effective Date;
- v) all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, share application money, earnest moneys and/ or security deposits paid or received by SAPL;
- vi) all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programs along with their licenses, manuals and backup copies, designs and drawings, other manuals, data catalogues, quotations, sales and advertising materials, and other data and records whether in physical or electronic form;
- vii) all intellectual property rights including all trademarks, trademark applications, trade names, right of way permission, patents and patent applications and all other interests exclusively relating to SAPL including but not limited to those detailed in **Schedule I** hereto.

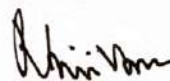
It is intended that the definition of Merged Undertaking under this Clause would enable the transfer of entire business and undertakings including all properties, assets, rights, duties and liabilities of SAPL into SPRL pursuant to this Scheme.

- (g) "**Record Date**" means the date to be fixed by the Board of the Transferor Company in consultation with the Transferee Company, with reference to which the eligibility of the shareholders of the Transferor Company for the purposes of issue and allotment of preference Shares of the Transferee Company and payment of Cash consideration by the Transferee Company in terms of the Scheme shall be determined.
- (h) "**Registrar of Companies**" means Registrar of Companies, Delhi & Haryana, having jurisdiction over the Transferor and Transferee companies.

For Shriram Automotive Products Ltd.


Director

For SHRIRAM PISTONS & RINGS LTD



R. SRINIVASAN
Jt. Managing Director

- (i) **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Amalgamation in its present form, with any amendment/modifications approved or imposed or directed by the Board and/or shareholders and/or creditors and/or by the Tribunal;
- (j) **"Share Exchange Ratio"** means the ratio in which the New preference Shares of the Transferee Company are to be allotted to the equity shareholders of the Transferor Company by the Transferee Company as per Clause 5 of the Scheme.
- (k) **"Stock Exchange"** shall mean The National Stock Exchange of India Limited ("NSE").
- (l) **"Transferor Company"** means Shriram Automotive Products Ltd. (SAPL) an unlisted public limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 4th Floor, Himalaya House, 23, K.G. Marg, New Delhi -110001, India.
- (m) **"Transferee Company"** means Shriram Pistons & Rings Ltd. , a listed public limited company incorporated under the Companies Act, 1956 and presently having its registered office at 3rd Floor, Himalaya House, 23, K.G. Marg, New Delhi - 110001, India.
- (n) **"Tribunal"** means the Hon'ble National Company Law Tribunal, New Delhi Bench or such other Bench having jurisdiction in respect to the Transferee Company and the Transferor Company or any other appropriate forum or authority or Court empowered to approve the Scheme as per the law for the time being in force.

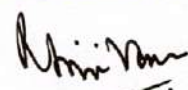
2.2 INTERPRETATION

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be including any statutory amendments thereto or re-enactment thereof. Reference to Companies Act, 1956 shall also mean corresponding provisions of Companies Act, 2013 as applicable.

For Shriram Automotive Products Ltd.


Director

For SHRIRAM PISTONS & RINGS LTD


R. SRINIVASAN
Jt. Managing Director

2.3 COMPLIANCE WITH TAX LAWS

The Scheme proposes to meet the commercial and business interest of the parties as specified herein before. This Scheme, in so far as it relates to the merger and has been also drawn-up to comply with the conditions relating to "Amalgamation" as specified under the tax laws, including section 2(1B), section 47 and section 72A (if applicable) and all other relevant Sections of the Income Tax Act, 1961 or any amendment or reenactment thereto. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme, and the power to make any such amendments shall vest with the Board of Directors of SAPL and SPRL.

For Shriram Automotive Products Ltd.


Director

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R. SRINIVASAN
Jt. Managing Director

PART II – SHARE CAPITAL

3. CAPITAL STRUCTURE

- 3.1 The position of the authorized, issued, subscribed and paid up capital of the Transferor Company and the Transferee Company as on March 31, 2018 is as follows:

Name of the Company	Authorized Share Capital	Issued Subscribed and Paid Up Capital
Shriram Automotive Products Limited ("Transferor Company")	Rs.2,50,00,000/- (Rupees Two Crore Fifty Lac Only) consisting of 2,50,000- (Two Lac Fifty Thousand) equity shares of Rs. 100/- (Rupees Hundred) each.	Rs.1,20,24,000/- (Rupees One Crore Twenty Lac Twenty Four Thousand Only) consisting of 1,20,240 (One Lac Twenty Thousand Two Hundred Forty) equity shares of Rs. 100/- each.
Shriram Pistons & Rings Limited ("Transferee Company")	Rs. 80,00,00,000/- (Rupees Eighty Crore Only) consisting of 5,00,00,000 (Five Crore) equity shares of Rs. 10/- each And 30,00,000 (Thirty Lacs) preference shares of Rs.100/- each	Rs.22,37,49,120/- (Rupees Twenty Two Crore Thirty Seven Lac Forty Nine Thousand One Hundred and Twenty Only) consisting of 2,23,74,912 (Two Crore Twenty Three Lac Seventy Four Thousand Nine Hundred and Twelve) equity shares of Rs. 10/- each. Nil

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Director

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Jt. Managing Director

PART III – TRANSFER AND VESTING OF SAPL INTO SPRL

4. TRANSFER AND VESTING OF UNDERTAKING

4.1 With effect from the Appointed Date, the whole of the Merged Undertaking, comprising inter-alia all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 230 read with Section 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in SPRL as a going concern so as to become as and from the Appointed Date the assets and liabilities of SPRL and to vest in SPRL all the rights, title, interest or obligations of SAPL therein.

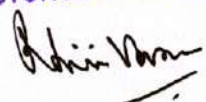
4.2 All assets acquired by SAPL after the Appointed Date and prior to the Effective Date shall also stand transferred to and vested in SPRL upon the coming into effect of the Scheme. Where any of the assets of SAPL as on the Appointed Date deemed to be transferred to SPRL have been sold or transferred by SAPL after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of SPRL. As regards transfer of specified movable assets, Clauses 4.3 and 4.4 below provide for the physical mode of effecting transfer.

4.3 In respect of such of the assets of the Merged Undertaking as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so delivered, paid over, or endorsed and delivered, by SAPL and shall become the property of SPRL as an integral part of the Merged Undertaking transferred to it. The aforesaid transfer shall be deemed to take effect from the Appointed Date without requiring any deed or instrument of conveyance for the same. Such transfer may not be liable to stamp duty in accordance with law. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of SPRL and the Board of Directors of SAPL.

4.4 With effect from the Appointed Date and upon the Scheme becoming effective, the land with the buildings standing thereon, commercial spaces, as given in **Schedule – II**, held by Transferor Company, and any documents of title or rights and easements in relation thereto shall be vested in and transferred to and/or be deemed to have been transferred

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Director

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Jt. Managing Director

to and vested in the Transferee Company and shall belong to the Transferee Company. With effect from the Effective Date, the Transferee Company shall be liable for ground rent and municipal taxes in relation to properties subject to such taxes, if any. Upon the Scheme becoming effective, the title to such immovable properties shall be mutated and transferred by appropriate authorities, in accordance with terms hereof, in favour of the Transferee Company.

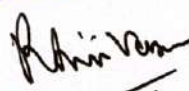
- 4.5 All debts, advance tax, loans and advances recoverable in cash or in kind or for value to be received, deposits, outstanding and receivables of Merged Undertaking/ SAPL other than the movable assets specified in Clause 4.3 shall on and from the Appointed Date stand transferred to and vested in SPRL without any further actions or deed (although SPRL may, if it deems appropriate, give notice to the third party that the debts, outstanding and receivables do stand transferred to and vested in SPRL), and the debtors shall be obliged to make payments to SPRL on and after the Effective Date.
- 4.6 With effect from the Appointed Date, all debts payable, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of Merged Undertaking/ SAPL shall also, under the provisions of Sections 230 to 232 of the Companies Act 2013, without any further act or deed, be transferred to or be deemed to be transferred to SPRL so as to become as and from the Appointed Date the debts payable, liabilities, contingent liabilities, duties and obligations of SPRL.
- 4.7 Where any of the liabilities and obligations, if any, of the Merged Undertaking/ Transferor Company, as on the Appointed Date, transferred to the Transferee Company has been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
- 4.8 All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations, if any, incurred or undertaken by the Merged Undertaking/ Transferor Company, 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 the coming into effect of this Scheme, pursuant to the provisions of section

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Director

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Jt. Managing Director

232 of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company.

4.9 The transfer and vesting of the Merged Undertaking as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of SAPL.

Provided however that any reference in any security documents or arrangements (to which SAPL is a party) to the assets of SAPL offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Merged Undertaking of SAPL as are vested in SPRL by virtue of this Scheme, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of SAPL or any of the assets of SPRL.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by SAPL which shall vest in SPRL by virtue of merger of SAPL into SPRL and SPRL shall not be obliged to create any further or additional security after the Scheme has become operative.

5. CONSIDERATION AND RE-ORGANISATION OF SHARE CAPITAL

Upon Scheme becoming effective and without any further application, act, instrument or deed, the Transferee Company, in consideration of the transfer and vesting of the Merged Undertaking (with all its assets, liabilities, rights and obligations) of the Transferor Company in the Transferee Company, the Transferee Company shall issue and allot on the proportionate basis to all the members of the Transferor Company whose name is entered in the register of members of the Transferor Company as on the Record Date ("**Members**") or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Transferor Company, not later than 30 Days from the date of scheme of merger and amalgamation becoming effective, a total of 28,85,760 (Twenty Eight Lac Eighty Five Thousand Seven Hundred Sixty), 4.2% fully

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Director

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Jt. Managing Director

paid up Non Participating, Redeemable, Non- Convertible, Cumulative Preference Shares of Rs. 100/- each redeemable at par on expiry of 5 years from the date of Allotment, aggregating to Rs. 28,85,76,000/- (Twenty Eight Crore Eighty Five Lac Seventy Six Thousand Only) and a cash consideration of Rs. 11,18,23,200/- (Rupees Eleven Crore Eighteen Lac Twenty Three Thousand Two Hundred Only). The Transferee Company shall have option to redeem at par these preference shares on expiry of 6 months from the date of allotment or 30.06.2019, whichever is later. The preference shares shall be allotted and the cash consideration shall be paid to the equity shareholders of the Transferor Company in the proportion of equity shares held by them in the Transferor Company, in the following exchange ratio:

- 24 Nos. (Twenty Four) of 4.2% fully paid up Non Participating, Redeemable, Non- Convertible, Cumulative Preference Shares of Rs. 100 each, of the Transferee Company for every 1 (one) equity share of the Transferor Company.

And

- Payment of Cash consideration of Rs. 930/- (Rupees Nine Hundred Thirty Only) for every 1 (one) equity share of the Transferor Company to the equity shareholders of Transferor Company, not later than 30 Days from the date of scheme of merger and amalgamation and merger becoming effective.

The allotment of New Preference Shares shall be governed by the following:

- i) The New Preference Shares to be issued in terms hereof shall be subject to the Memorandum and Articles of Association of the Transferee Company.
- ii) The preference shareholders will not be entitled to any rights and privileges available to equity shareholders, other than those available to them under statutory laws.
- iii) No dividend shall accrue on the preference shares till the date of allotment of such shares.
- iv) The New Preference Shares to be issued in physical form.

For Shriram Automotive Products Ltd.


Director

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R. SRINIVASAN
Jt. Managing Director

6. ACCOUNTING TREATMENT

6.1 The Transferee Company shall account for the amalgamation of the Transferor Company into and with the Transferee Company in its books of account in compliance with the Indian Accounting Standard 103 on Business Combinations and other Indian Accounting Standards, as applicable, and notified under Section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015 in the following manner:

- a) All the assets including identifiable intangible assets such as Trademarks, Trade Name, Dealer Network/Customer Contracts and other business and commercial rights etc. and all the liabilities of the Transferor Company transferred to and vested in the Transferee Company pursuant to this scheme shall be recorded in the books of account of the Transferee Company at fair values and adopted by the Board of Directors of the Transferee Company.
- b) Any Excess of the amount of consideration [as per clause 5] over the fair value of net assets of the Transferor acquired by the Transferee Company [as per clause 6(a)] shall be treated as goodwill in accordance with the applicable Indian Accounting Standards. If the amount of consideration [as per clause 5], is lower than the fair value of net assets acquired [as per clause 6(a)], the difference shall be treated as Capital Reserve.
- c) The inter-company balances, loans and/or investments, if any, appearing in the books of account of the Transferee Company and Transferor Company will stand cancelled and nullified.

6.2(a) Transactions in the nature of sale or transfer of goods between the Appointed date and Effective Date would continue in the normal course.

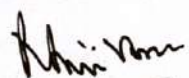
6.2(b) It is hereby clarified that, all transactions during the period between the Appointed Date and Effective Date relating to the Merged Undertaking would be duly reflected in the financial statements of SPRL, upon the coming into effect of this Scheme.

For Shriram Automotive Products Ltd.



Director

For SHRIRAM PISTONS & RINGS LTD



R. SRINIVASAN
Jt. Managing Director

6.3. Notwithstanding anything contained in this Clause 6, the Board of Directors of SPRL is authorized to account for any of these transaction/ balances in any manner whatsoever, as may be deemed fit, in accordance with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013 or any other applicable provisions of the Act.

7. BUSINESS AND PROPERTY IN TRUST FOR TRANSFEREE COMPANY

As and from the Appointed Date and upto and including the Effective Date:

7.1 The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall stand possessed of all its assets and properties referred to in Clause 4 above, in trust for the Transferee Company and shall account for the same to the Transferee Company.

7.2 The Transferor Company shall carry on its business and activities with reasonable diligence and business prudence.

7.3 Any income or profit accruing or arising to the Transferor Company and all costs, charges, expenses and losses or taxes (including deferred tax balances, if any) incurred by the Transferor Company shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes (including deferred tax balances, if any), as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit.

8. CONDUCT OF BUSINESS

8.1 From the date of approval of the Scheme by the Board of Directors of SAPL and upto the Effective Date:

- i) SAPL shall carry on its business with reasonable diligence and in the same manner as it had been doing it theretofore.
- ii) SAPL shall not alter or substantially expand the business except with the written concurrence of the Transferee Company.
- iii) SAPL shall not, without the written concurrence of the Transferee Company, alienate charge or encumber any of its properties, except in the ordinary course of business or pursuant to any pre-existing obligation

For Shriram Automotive Products Ltd.

Director

For SHRIRAM PISTONS & RINGS LTD

R. SRINIVASAN
Jt. Managing Director

undertaken prior to the date of acceptance of the Scheme by the Board of Directors of SAPL.

- iv) SAPL shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of SAPL, the terms and conditions of employment of any of its employees, nor shall it conclude settlement with employees.
- v) SAPL shall not revalue its respective assets and liabilities in its balance sheets without the express written consent of SPRL.
- vi) SAPL shall not declare any dividend or issue any further shares between the Appointed date till the Effective Date.
- vii) With effect from the Effective Date and until such time the bank accounts of the Transferor Company will be transferred to the Transferee Company, Transferee Company shall be entitled to operate the bank accounts of the Transferor Company, in so far as may be necessary.

8.2 Notwithstanding anything else contained in this Scheme, SPRL may declare any dividend (interim or final) or bonus shares as per applicable provisions of the Act.

It is clarified that the provisions in respect of declaration of dividends, whether interim or final or issuance of bonus shares, are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Transferee Company to demand or claim any dividends/bonus shares which is subject to the provisions of the Act and shall be entirely at the discretion of the Board of Directors of and wherever necessary subject to the approval of the shareholders of the Transferee Company.

8.3 Notwithstanding anything else contained in this Scheme, during the pendency of the Scheme, SPRL is expressly authorized to raise capital for the purpose of funding growth or any other purpose, in any manner as considered suitable by its Board of Directors, whether by means of rights issue, preferential issue, public issue or any other manner whatsoever. Further, such funds may be raised by means of any instrument considered suitable by Board of Directors of SPRL, including warrants, equity/ equity

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Director

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Jt. Managing Director

linked instruments, preference shares, convertible/ non-convertible bonds, debentures, debt, etc.

9. CONTRACTS AND DEEDS

- 9.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, memorandum of understanding, insurance policies, licenses, leases, (including all tenancies, leases, licenses and other assurances in favour of the Transferor Company or powers or authorities granted by or to it), hire-purchase arrangements and other instruments, if any, of whatsoever nature to which the Transferor Company is a party and subsisting or having effect on the Effective Date shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.
- 9.2 The Transferee Company may enter into and/ or issue and/ or execute deeds, writings or confirmations, affidavits, declarations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme. It is clarified that any inter-se contracts between the Transferor Company and the Transferee Company as on the Effective Date shall stand merged and vest in the Transferee Company.
- 9.3 All subsisting agreements/ arrangements/ licenses/ permissions/ registrations/ applications of the Transferor Company relating to the use of patents, patent applications, trade marks (including logos), brands, copyrights, websites, and / or technology, know-how, designs, process and all other intellectual property and rights, as on the Effective Date shall accrue to and for the benefit of the Transferee Company.

10. MERGER OF AUTHORISED SHARE CAPITAL OF TRANSFEROR COMPANY WITH TRANSFEE COMPANY

- 10.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the authorized share capital of the Transferor Company

For Shriram Automotive Products Ltd.

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For SHRIRAM PISTONS & RINGS LTD

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Jt. Managing Director

shall stand transferred to and be added with the authorized equity share capital of Transferee Company, without any liability for payment of any additional fees (including fee to Registrar of Companies) or stamp duty. Further, if required the Transferee Company shall take necessary steps to further increase and/or alter its authorised share capital suitably to enable it to issue and allot shares under the Scheme.

- 10.2 Consequently, subject to any increase and/or alteration in the authorized share capital of the Transferee Company as may be effected with the approval of its shareholders during the pendency of the Scheme for issue and allotment of shares under the Scheme, upon coming into effect of the Scheme and particularly the Clause 10.1 mentioned herein above, the authorized share capital of the Transferee Company shall be increased and accordingly, the Memorandum and Articles of Association of the Transferee Company shall automatically stand amended.

Accordingly, in terms of this Scheme, the Authorised Share Capital of the Transferee Company shall stand enhanced to an amount of Rs. 82,50,00,000 (Rupees Eighty Two Crore Fifty Lac only), divided into 5,25,00,000 (Five Crore Twenty Five Lac) Equity Shares of Rs. 10/- each and 30,00,000 (Thirty Lac) Preference shares of Rs. 100/- each and the Capital Clause with respect to Authorized Share Capital being Clause V of Memorandum of Association of the Transferee Company shall stand substituted as follows:

"The Authorised Share Capital of the Company is Rs. 82,50,00,000 (Rupees Eighty Two Crore Fifty Lac only), divided into 5,25,00,000 (Five Crore Twenty Five Lac) Equity Shares of Rs. 10/- each and 30,00,000 (Thirty Lac) Preference shares of Rs. 100/- each with the rights, privileges and conditions attaching hereto as are provided by regulations of the Company divide the shares in the Capital for the time being in to several classes and subject to the provisions of the Companies Act, 2013 to attach hereto respectively, such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company."

The filing fee and stamp duty already paid by the Transferor Company on its Authorized Share Capital shall be utilized and applied to the increased authorized share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorized share capital and accordingly, the Transferee

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Company shall not be required to pay any fees/ stamp duty on the authorized share capital so increased.

- 10.3 All steps for reorganizing of share capital and changes to the memorandum of association of the companies under this Scheme, shall be undertaken as an integral part of this Scheme in accordance with the provisions of Sections 230 to 232 of the Act read with Sections 5, 13, 14, 42, 52, 61, 62 of the Companies Act, 2013 or other applicable Sections of the Act and no other steps or procedures would need to be undertaken by the concerned companies to give effect to the same. Consequential changes shall also apply with respect to the existing issued, subscribed and paid up capital of the Transferor Company and the Transferee Company.

11. DISSOLUTION OF TRANSFEROR COMPANY

On the Scheme coming into effect, the Transferor Company shall, without any further act or deed, stand dissolved without the process of winding up.

12. LEGAL PROCEEDINGS

- 12.1 All legal proceedings of whatsoever nature by or against the Transferor Company pending and/ or arising at the Appointed Date and relating to the Transferor Company or its properties, assets, debts, rights, liabilities, duties and obligations referred to in Clause 2.1 (f), shall be continued and/ or enforced until the Effective Date as desired by the Transferee Company and as and from the Effective Date shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in its name in relation to the Transferor Company in the same manner and to the same extent as would or might have been initiated by the Transferor Company.
- 12.2 After the Appointed Date, if any proceedings are taken against the Transferor Company, the same shall be defended by and at the cost of the Transferee Company.

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13. STAFF, WORKMEN AND EMPLOYEES

- 13.1 On the coming into effect of the Scheme, all staff and employees of SAPL in service on such date shall be deemed to have become staff and employees of SPRL in accordance with the prevailing policies of SPRL without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with SPRL in terms of overall monetary benefits shall not be less favourable than those applicable to them with reference to SAPL on the Effective Date.
- 13.2 Upon the Scheme coming into effect, all staff welfare schemes including the existing Provident Fund, Gratuity Fund and/ or schemes and trusts, including employee's welfare trust, created by SAPL for its employees shall be transferred to SPRL. SAPL shall make such arrangements or enter into such agreements for the continuance or transfer, where applicable, of the Provident Fund, Gratuity Fund and/ or schemes and trusts, including employee's welfare trust, pursuant to the Scheme, to SPRL. All obligations of SAPL with regard to the said Fund or Funds as defined in the respective trust deed and rules shall be taken over by SPRL from the Effective Date to the end and intent that all rights, duties, powers and obligations of SAPL in relation to such Fund or Funds shall become those of SPRL and all the rights, duties and benefits of the employees employed in SAPL under such Funds and Trusts shall be fully protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of SAPL will be treated as having been continuous for the purpose of the said Fund or Funds.
- 13.3 Upon the coming into effect of this Scheme, the Directors of the Transferor Company, will not be entitled to any representation on the Board of Directors in the Transferee Company by the virtue of the provisions of this Scheme. It is clarified that this Scheme will not affect any person who is already a Director in the Transferee Company as on the Appointed Date from continuing as whether including Whole Time Director.

14. TREATMENT OF TAXES

- 14.1 The Tax Deducted at Source (TDS)/advance tax including MAT credit entitlement, provision for income tax, if any, paid by the Transferor Company under the Income Tax Act, 1961 or any other statute in respect of income of the Transferor Company assessable for the period commencing from Appointed Date shall be deemed to be the tax

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Jt. Managing Director

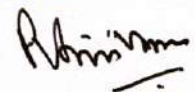
deducted from/advance tax paid by the Transferee Company and credit for such TDS/advance tax (including MAT credit) shall be allowed to the Transferee Company notwithstanding that certificates or challans for TDS/advance tax/ MAT are in the name of the Transferor Company and not in the name of the Transferee Company. The income tax, if any, paid by the Transferor Company on or after the Appointed Date, in respect of income assessable from that date, shall be deemed to have been paid by or for the benefit of the Transferee Company. The Transferee Company shall, after the Effective Date, be entitled to file the relevant returns with the authorities concerned for the period after the Appointed Date notwithstanding that the period for filing such return may have elapsed. Further, the Transferee Company shall, after the Effective Date, be entitled to revise the relevant returns, if any, filed by the Transferor Company for any year, if so necessitated or consequent to this Scheme becoming effective; notwithstanding that the time prescribed for such revision may have elapsed.

- 14.2 The wealth tax, if any, paid by the Transferor Company in respect of its assets under the Wealth Tax Act, 1957, on or after the Appointed Date shall be deemed to have been paid by the Transferee Company. The Transferee Company shall, after the Scheme becomes effective, be entitled to file the wealth tax return for the relevant valuation date notwithstanding that the time prescribed for filing such returns may have lapsed. Further the Transferee Company shall, after the Scheme becomes effective, be entitled to revise the wealth tax returns, if any, filed by the Transferor Company for any year if so necessitated or consequent to this Scheme becoming effective; notwithstanding that the time prescribed for such revision may have elapsed.
- 14.3 Similarly, any other taxes including but not limited to excise duty, CENVAT, Cess, GST, input credit tax, value added tax, sales tax etc. paid by the Transferor Company on or after the Appointed Date, in respect of the period after such date shall be deemed to have been paid by or for the benefit of the Transferee Company. The Transferee Company shall, after the Effective Date, be entitled to file the relevant returns with the authorities concerned for the period after the Appointed Date, notwithstanding that the time prescribed for filing such return may have elapsed. Further, the Transferee Company shall, after the Effective Date, be entitled to revise the relevant returns, if any, filed by the Transferor Company for any year, if so necessitated or consequent to this Scheme becoming effective, notwithstanding that the time prescribed for such revision may have elapsed.

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14.4 Without prejudice to generality of the aforesaid, any concessional or statutory forms under the laws of the Central or State Sales Tax or Value Added Tax (VAT), Service Tax or local levies issued or received by the Transferor Company, if any, in respect of period commencing from the Appointed Date shall be deemed to be issued or received in the name of the Transferee Company and benefit of such forms shall be allowable to the Transferee Company in the same manner and to the same extent as would have been available to the Transferor Company.

15. SAVING OF CONCLUDED TRANSACTIONS

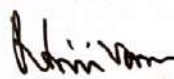
15.1 The transfer of Merged Undertaking (including assets, liabilities, rights and obligations) under Clause 4 above and the continuance of proceedings by or against the Transferee Company under Clause 12 herein above shall not affect any transaction or proceedings already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of Transferee Company.

15.2 Since each of the permissions, approvals, registrations, consents, sanctions, remissions, special reservations, right of way, insurance policy, incentives, concessions and other authorizations of the Transferor Company shall stand transferred by the order of the Hon'ble Tribunal to the Transferee Company, the Transferee Company may file the relevant intimations, for the record of the statutory authorities or any relevant authority or person who shall take them on file, pursuant to the vesting order of the Tribunal.

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PART IV – OTHER CONDITIONS APPLICABLE TO THE SCHEME

16. APPLICATIONS TO TRIBUNAL

- 16.1 The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make applications to the Tribunal under Section 230 of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the shareholders and/ or creditors of the Transferor Company and the Transferee Company as may be directed by the Tribunal.
- 16.2 That the Scheme, in no way, is a Scheme of compromise or arrangement with the creditors as all the creditors of the Transferor Company and the Transferee Company will be paid in the usual course of business and therefore, the present Scheme of Amalgamation will not be affecting the rights of the creditors of the Transferor and Transferee Companies in any manner as the aggregate assets of the Transferor Company and the Transferee Company are more than sufficient to meet the liabilities of all the creditors of the Transferor Company and the Transferee Company in full.
- 16.3 On the Scheme being agreed to by the requisite majorities of the classes of the shareholders and/ or creditors of the Transferee Company and the Transferor Company as directed by the Tribunal or their meetings dispensed with, the Transferee Company and the Transferor Company shall, with all reasonable dispatch, apply to the Tribunal, for sanctioning the Scheme under Sections 230 to 232 of the Act and other provisions of the Act (if any) and for such other order or orders, as the said Tribunal may deem fit for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.
- 16.4 The Transferee Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor or borrower, statutory or regulatory authorities as the case may be that pursuant to the Tribunal having sanctioned the Scheme, the said person, debtor or borrower shall pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realize the same is in substitution of the right of the Transferor Company.

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 Jt. Managing Director

17.1 TAXATION SYSTEM

17.1.1 The merger and amalgamation in accordance with this Scheme shall be pursuant to and in compliance with the provisions of Section 2(1B) of the Income-tax Act, 1961, or any modification or re-enactment thereof.


17.1.2 If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will, however, not affect other parts of this Scheme.

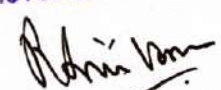
17.2 APPLICATION(S) TO THE NCLT

17.2.1 The Transferor Company and the Transferee Company shall make application/petition under Section 230 to 232 and other applicable provisions of the Companies Act to the NCLT, as necessary, inter alia, to seek order for dispensing with or for convening, holding or conducting of the meetings of their respective shareholders and creditors, sanctioning of this Scheme and for consequent actions including for dissolution of the Transferor Company without winding up and further application/petition under Sections 230 to 232 and other applicable provisions of the Companies Act including for sanction/confirmation/clarification of the Scheme or connected therewith, as necessary.

17.3 REVISION OF ACCOUNTS AND TAX FILINGS, MODIFICATION OF CHARGE

17.3.1 Upon this Scheme becoming effective and from the Appointed Date, the Transferee Company is expressly permitted to revise and file its income tax returns and other statutory returns, including tax deducted at source returns, services tax returns, excise tax returns, sales tax and value added tax returns, goods and services tax returns as may be applicable and has expressly reserved the right to make such provisions in its returns and to claim refunds or credits etc, if any. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have lapsed.

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17.3.2 Filing of the certified copy of the order of the NCLT sanctioning this Scheme with the relevant Registrar of Companies shall be deemed to be sufficient for creating or modifying the charges in favor of the secured creditors, if any, of the Transferor Company, as required as per the provisions of this Scheme.

17.4 MUTATION OF PROPERTY AND STAMP DUTY

17.4.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the title to the immovable properties of the Transferred Undertaking shall be deemed to have been mutated and recognized as that of the Transferee Company and the mere filing of the certified true copy of the vesting order of the NCLT sanctioning the Scheme with the appropriate Registrar or Sub-registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing title of the immovable properties of the Transferred Undertaking with the Transferee Company pursuant to the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof.

17.4.2 Since all movable properties belonging to the Transferor Company shall be transferred by way of delivery and possession, no stamp duty shall be payable on transfer of such properties to Transferee Company in terms of the Scheme.

17.5 MODIFICATIONS AND AMENDMENTS TO THE SCHEME

17.5.1 Notwithstanding anything to the contrary contained in this Scheme, the Transferor Company and the Transferee Company (acting through their respective Board of Directors or a committee thereof or authorised representatives) may make or assent, from time to time, to any modifications, amendments, clarifications or confirmations to this Scheme, which they deem necessary and expedient or beneficial to the interests of the stakeholders and the NCLT.

17.5.2 The Transferor Company and the Transferee Company (acting through their respective Board of Directors or a committee thereof or authorised representatives) shall be authorised to take all such steps and give such directions, as may be necessary, desirable or proper, to resolve any doubts, difficulties or questions that may arise in regard to and of the

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meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, whether by reason of any directive or orders of the NCLT or any other authorities or otherwise, howsoever arising out of or under or by virtue of this Scheme or any matter concerned or connected therewith and to do and execute all acts, deeds, matters and things necessary for giving effect to this Scheme.

17.5.3 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate of the Transferor Company and the Transferee Company may give and are hereby authorised to determine and give all such directions as are necessary 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.

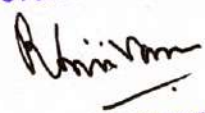
17.6 REVOCATION AND WITHDRAWAL OF THIS SCHEME

The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel, withdraw and declare this Scheme to be of no effect at any stage, but before the Effective date, and where applicable re-file, at any stage in case (a) this Scheme is not approved by the NCLT or if any other consents, approvals, permissions, resolutions, agreements, sanctions and conditions required for giving effect to this Scheme are not received or delayed; (b) any condition or modification imposed by the NCLT and/or any other authority is not acceptable; (c) the coming into effect of this Scheme in terms of the provisions hereof or filing of the drawn up order(s) with any Governmental Authority could have adverse implication on the Transferor Company and/or the Transferee Company; or (d) for any other reason whatsoever, and do all such acts, deeds and things as they may deem necessary and desirable in connection therewith and incidental thereto. On revocation, cancellation or withdrawal, this Scheme shall stand revoked, cancelled or withdrawn and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which

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 Jt. Managing Director

has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each party shall bear its own costs, unless otherwise mutually agreed.

17.7 SEVERABILITY

If any part of this Scheme is held invalid, ruled illegal by any court of competent jurisdiction, or becomes unenforceable for any reason, whether under present or future laws, then it is the intention of both the Transferor Company and the Transferee Company that such part of the Scheme shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part of the Scheme shall causes this Scheme to become materially adverse to either the Transferee Company or the Transferor Company, in which case the Transferor Company and the Transferee Company shall attempt to bring about a modification in this Scheme, as will best preserve for the parties the benefits and obligations of this Scheme, including but not limited to such part of the Scheme.

17.8 COSTS AND EXPENSES

All costs, expenses, charges, taxes, fees and all other expenses, if any, including stamp duty and registration charges, if any, arising out of or incurred in carrying out and implementing the terms of this Scheme and the incidentals thereto shall be borne and paid by the Transferee Company.

18 CONDITIONALITY OF THE SCHEME

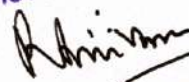
18.1 This Scheme is conditional upon and subject to all of the following:

- (a) approval of Scheme by SEBI in terms of the SEBI Circulars and the Stock Exchanges pursuant to Regulation 37 of SEBI (Listing Obligation and Disclosure Requirements) Regulation, 2015.
- (b) the consents by the requisite majority of the shareholders and/ or creditors, if any, of the Transferor Company and Transferee Company to the Scheme, if required or their meeting being dispensed with; and the requisite orders of the Hon'ble Tribunal sanctioning the Scheme in exercise of the powers vested in it under the Act;

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Director

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- (c) such other sanctions and approvals including sanctions of any government or regulatory authority as may be required by law in respect of the Scheme;
- (d) approval of the scheme by the public shareholders of the Transferee Company in accordance with the provisions of the SEBI Circular No. CFD/DIL3/CIR/2017/21 dated 10.03.2017 and as may be amended from time to time, while providing for voting by public shareholders e-voting, after disclosure of all material facts in the explanatory statement sent to the shareholders in relation to such resolution and the Scheme shall be acted upon only if the votes cast by the public shareholders in favor of the proposal are more than the number of votes cast by the public shareholders against it.
- (e) the certified copies of the Tribunal order being filed with the jurisdictional Registrar of Companies by the Transferor Company and the Transferee Company.

18.2 The approval to this Scheme under Sections 230 to 232 of the Act by the shareholders and/or creditors of the Transferor Company and Transferee Company, shall be deemed to have the approval of the shareholders and/or creditors, as the case may be, for all matters under the applicable provisions of the Act, rules and regulations made there under, including but not limited to Sections 5, 13, 14, 42, 52, 61, 62 and 66 of the Companies Act, 2013 and rules made thereunder.

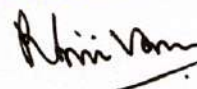
19. EFFECT OF NON-APPROVALS

In the event any of the said sanctions and approvals referred to in Clause 18 above not being obtained and/ or the Scheme not being passed as aforesaid before September 30, 2019 or within such further period or periods as may be agreed upon between Transferee Company by its Directors and the Transferor Company by its Directors (and which the Board of Directors of the Company are hereby empowered and authorised to agree to and extend from time to time without any limitations), this Scheme of merger and Amalgamation shall stand revoked, cancelled and be of no effect and null and void save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as may otherwise arise in law and in such

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event each party shall bear their respective costs, charges and expenses in connection with the Scheme.

20 COMPETITION ACT

This Scheme does not impair competition and does not emanate any dominant position to the Transferee Company or any of its shareholders and as such there is no appreciable change in the structure.

21 COSTS, CHARGES AND EXPENSES

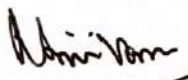
All costs, charges, taxes including duties (including the stamp duty and/ or transfer charges, if any, applicable in relation to this Scheme), levies, fees and all other expenses, if any (save as expressly otherwise agreed) of SPRL and SAPL arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by SPRL. These shall be deemed as expenses of the Scheme.

For Shriram Automotive Products Ltd.




Director

For SHRIRAM PISTONS & RINGS LTD



R. SRINIVASAN
Jt. Managing Director

**LIST OF TRADE MARKS REGISTERED/PENDING IN THE NAME OF
SHRIRAM AUTOMOTIVE PRODUCTS LTD.**





S. No.	Mark	Trademark Registration/ Application No.	Class	Goods	Country	Status
1	SAPL	202680	7 & 12	Class 7: Stationary Diesel Engines & Parts thereof Class 12: Parts for IC Engines, Petrol & Diesel including Cylinder Liners, Connecting Rods, Connecting Rod Assembly and Crank Shafts for Motor land vehicles	Iran	Registered
2	SAPL	173470	7	Stationary Diesel Engines & Parts thereof	Bangladesh	Registered
3	SAPL	99969	12	Combustion Engine, Petrol & Diesel including Cylinder Liners, Connecting Rods, Connecting Rod Assembly and Crank Shafts for Motor land vehicles	Nigeria	Registered
4	SAPL	94936	7	Stationary Diesel Engines & Parts thereof	Nigeria	Registered
5	SHRIRAM PULSAR	161639	12	Internal Combustion Engines and Parts thereof	Sri Lanka	Pending
6	SHRIRAM PULSAR	161657	7	Stationary Diesel Engines & Parts thereof	Sri Lanka	Pending
7	SAPL	186991	7	Stationary Diesel Engines & Parts thereof	Sri Lanka	Pending
8	SAPL	186993	12	Internal Combustion Engines and Parts thereof	Sri Lanka	Pending
9	SAPL	173471	12	Internal Combustion Engines and Parts thereof	Bangladesh	Pending
10	SHRIRAM PULSAR	139064	7	Stationary Diesel Engines & Parts thereof	Bangladesh	Pending*
11	SHRIRAM PULSAR	139065	12	Internal Combustion Engines and Parts thereof	Bangladesh	Pending
12	SHRIRAM AUTOMOTIVE (Word Mark)	1250872	12	Automobile parts and for Stationary Diesel Engine Parts for Land Vehicles.	India	Registered
13	SHRIRAM AUTOMOTIVE (Word Mark)	1250873	7	Stationary Diesel Engine parts not for Land Vehicles.	India	Registered
14	LEXTRA	760384	7	Cylinder Liners, Crankshafts, Water Pumps, Water Pump, Repairing Kits, Connecting Rods, Gaskets, Automotive Fasteners, Cylinder Heads, Cylinder Blocks Included in Class 07	India	Registered
15	SHRIRAM ALPINE (Word Mark)	1144967	12	Vehicles, Apparatus for locomotion by land, air or water parts included in class 12.	India	Registered
16		1819348	4	All types of Industrial and Greases, Lubricants, dust absorbing wetting and binding compositions, Fuels including motor spirit	India	Registered
17	SHRIRAM PULSAR (Word Mark)	889744	12	Internal Combustion Engines & Parts thereof, Motorland Vehicles & Parts thereof, Diesel Engines & Parts thereof included in class 12.	India	Pending
18	SHRIRAM PULSAR (Word Mark)	889743	7	Internal Combustion Engines & Parts thereof, Diesel Engines & Parts thereof.	India	Pending

For Shriram Automotive Products Ltd.

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Director

For SHRIRAM PISTONS & RINGS LTD

R. Srinivasan
R. SRINIVASAN
Jt. Managing Director







S. No.	Mark	Trademark Registration/ Application No.	Class	Goods	Country	Status
19		896934	12	Internal Combustion Engines & Parts thereof, Motorland Vehicles & Parts thereof, Diesel Engines & Parts thereof.	India	Pending*
20		896933	7	Internal Combustion Engines and Parts thereof, Diesel Engines and Parts thereof	India	Pending*
21	SHRIRAM ALPINE (Word Mark)	1144966	7	Machines and Machine tools, Motors (except for vehicles); Machine couplings and belting (except for vehicles); large size agricultural implements Incubators and all other goods and their parts included in Class 7.	India	Pending
22		1145953	7	Machines and Machine tools, Motors (except for vehicles), Machine couplings and belting (except for vehicles), large size agricultural implements, Incubators and all other goods and their parts included in Class 7.	India	Pending
23		1145955	12	Vehicles, Apparatus for locomotion by land, air or water and all other goods and their parts included in Class 12	India	Pending
24	SHRIRAM ALPINE (Word Mark)	711512	12	Clutch Lining, Brake Lining and Clutch Plate.	India	Pending*
25	SHRIRAM ALPINE (Word Mark)	684014	7	Bearings and Bushes.	India	Pending*
26	SHRIRAM ALPINE (Word Mark)	711511	7	Clutch Lining, Brake Lining and Clutch Plate.	India	Pending*
27	SHRIRAM ALPINE (Word Mark)	711513	7	Clutch Lining, Brake Lining and Clutch Plate.	India	Pending*

For Shriram Automotive Products Ltd


 Director

For SHRIRAM PISTONS & RINGS LTD


 R. SRINIVASAN
 Jt. Managing Director




S. No.	Mark	Trademark Registration/ Application No.	Class	Goods	Country	Status
28	SHRIRAM ALPINE (Word Mark)	684015	12	Bearings for Vehicles.	India	Pending*
29	SHRIRAM ALPINE (Word Mark)	684018	12	Bearings for Vehicles.	India	Pending*
30	SHRIRAM ALPINE (Word Mark)	684017	7	Bearings and Bushes.	India	Pending*
31	SHRIRAM ALPINE (Word Mark)	606018	12	UJ Cross, Axle Shafts, Clutch Linings & Brake Linings and Clutch Plates	India	Pending*
32	SHRIRAM ALPINE (Word Mark)	625044	12	UJ Cross, Gears, Axle Shafts, Filters	India	Pending*
33	SHRIRAM ALPINE (Word Mark)	625243	12	Filters Gears	India	Pending*
34	SHRIRAM ALPINE (Word Mark)	625045	7	Filters	India	Pending*
35	SHRIRAM ALPINE (Word Mark)	625242	7	Filters	India	Pending*
36		1404621	12	Brake Shoes included in Class 12.	India	Pending*
37		1404623	12	Bearings, Ignition Coil, Drive Chains Sprocket Kits and Timing Chains	India	Pending*
38		1404618	9	Bearings and Ignition Coil	India	Pending*
39		1404619	12	Filters included in Class 12.	India	Pending*
40		1404620	12	Gears, Axles and UJ Cross included in Class 12.	India	Pending*
41		1404622	12	Brake lining, Brake Disc, Clutch Plate and Clutch facings included in Class 12.	India	Pending*

For Shriram Automotive Products Ltd.


 Director

For SHRIRAM PISTONS & RINGS LTD


 R. SRINIVASAN
 Jt. Managing Director

S. No.	Mark	Trademark Registration/ Application No.	Class	Goods	Country	Status
42		1409095	12	Parts of Internal Combustion Engines for use in Vehicles including its Spares parts, Pump sets, Pumps, Cylinder liners, Crankshafts, Cylinders, Heads, Connecting rods, Oil Pumps, Air Cleaners, Camshafts, Gaskets, Hydraulic Pumps, Oil Seats, Silencers, Synchronising Rings, Tie rod ends and Water Pumps but excluding Fuel Injection parts, all goods included in Class 12.	India	Pending*
43		1409096	7	Stationary Diesel Engines and Spares, including Pump sets, Pumps, Cylinder Liners, Crankshafts, Cylinders heads, Connecting Rods, Oil Pumps, Air Cleaners, Camshafts, Gaskets, Hydraulic Pumps, Oil seats, Silencers, Synchronising Rings, Tie Rod Ends and Water Pumps, all goods included in Class 7.	India	Pending*
44		1404617	8	All types of Filters.	India	Pending*
45	SHRIRAM (Word Mark)	1404615	12	Brake Lining, Brake Disc, Clutch Plate and Clutch Facings	India	Pending*
46	SHRIRAM (Word Mark)	1404616	12	Bearings, Ignition Coil Drive Chains Sprocket Kits and Timing Chains.	India	Pending*
47	SHRIRAM (Word Mark)	1404612	12	All types of Filters.	India	Pending*
48	SHRIRAM (Word Mark)	1404613	12	Gears, Axles and U.J. Cross.	India	Pending*
49	SHRIRAM (Word Mark)	1404614	12	Brake Shoes	India	Pending*

For Shriram Automotive Products Ltd.


Director

For SHRIRAM PISTONS & RINGS LTD


R. SRINIVASAN
Jt. Managing Director

S. No.	Mark	Trademark Registration/ Application No.	Class	Goods	Country	Status
50	SHRIRAM (Word Mark)	1409094	12	Parts of Internal Combustion Engines for use in Vehicles, including its Spares Parts, Pump sets, Pumps, Cylinder Liners, Crankshafts, Cylinders Heads, Connecting Rods, Oil Pumps, Air Cleaners, Camshafts, Gaskets, Hydraulic Pumps, Oil seats, Silencers, Synchronising Rings, Tie rod ends and Water Pumps but excluding Fuel Injection Parts all goods being included in Class 12	India	Pending*
51	SHRIRAM (Word Mark)	1404610	7	All types of Filters.	India	Pending*
52	SHRIRAM (Word Mark)	1404611	7	Bearings and Ignition Coil	India	Pending*
53	SHRIRAM (Word Mark)	1409093	7	Stationary Diesel Engines and Spares, including Pump Sets, Pumps, Cylinder Liners, Crankshafts, Cylinders Heads, Connecting Rods, Oil Pumps, Air Cleaners, Camshafts, Gaskets, Hydraulic Pumps, Oil Seats, Silencers, Synchronising Rings, Tie rod ends and Water Pumps, all goods being included in Class 7	India	Pending*

* These application has been withdrawn by Shriram Automotive Products Ltd. or they are not following up these applications.

For Shriram Automotive Products Ltd.


Director

For SHRIRAM PISTONS & RINGS LTD


R. SRINIVASAN
Jt. Managing Director

SCHEDULE - II

Flat No. 101 of the First Floor, Kirti Deep Building, Super Area measuring 701.6 Sq. Ft. situated at DDA approved commercial building (Shop-cum-office complex) constructed on Plot No. 2, Retail Business Centre, DDA Complex, Nangal Raya, New Delhi - 110046.

For Shriram Automotive Products Ltd.


Director

For SHRIRAM PISTONS & RINGS LTD


R. SRINIVASAN
Jt. Managing Director