

SCHEME OF AMALGAMATION

OF

Transferor Company

United Jamalpur Power Ltd United Anwara Power Ltd United Energy Ltd

WITH

Transferee Company

United Power Generation & Distribution Company Ltd















UNITED POWER GENERATION & DISTRIBUTION COMPANY LIMITED

Corporate Head Office: "United House", Madani Avenue, United City Dhaka-1212, Bangladesh, Tel: +880 9666 700 900 Web: www.unitedpowerbd.com, E-mail: info.power@united.com.bd



NOTICE OF EXTRA-ORDINARY GENERAL MEETING

An application under Section 228, read with Section 229, of the Companies Act 1994, being Company Matter No. 275 of 2022, was filed and moved before the Hon'ble High Court Division of the Supreme Court of Bangladesh. The Hon'ble Court, by an order dated 1st September 2022, was pleased to admit the said application.

Notice is hereby given, in accordance with the direction of the Hon'ble High Court Division by its order dated 1st September 2022, that an Extra-Ordinary General Meeting of the Members of **United Power Generation and Distribution Company Limited** ("the Company") will be held on **Wednesday, November 09, 2022** at **11.00 a.m.** (**Dhaka Time**) through the following link *https://meetbd.live/EGM2022UPGD* to transact the following business:

Agenda: To approve the Draft Scheme of Amalgamation of (i) United Jamalpur Power Ltd., (ii) United Anwara Power Ltd., and (iii) United Energy Ltd. (collectively the "Transferor Companies") with United Power Generation and Distribution Company Ltd. (Transferee company);

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

"RESOLVED THAT the draft Scheme of Amalgamation of (i) United Jamalpur Power Ltd., (ii) United Anwara Power Ltd., and (iii) United Energy Ltd. (collectively the "Transferor Companies") with United Power Generation and Distribution Company Ltd. (Transferee Company) be and is hereby approved as per provisions of Section 228 and 229 of the Companies Act, 1994 and subject to the sanction of the Scheme by the Hon'ble High Court Division of the Supreme Court of Bangladesh."

The Scheme of Amalgamation shall be kept open and is available for inspection during office hours by any interested party at the registered office of the Company situated at Gulshan Centre Point (14th Floor), Plot 23-26, Road # 90,91, Gulshan -2, Dhaka-1212.

Dhaka, 18th October 2022.

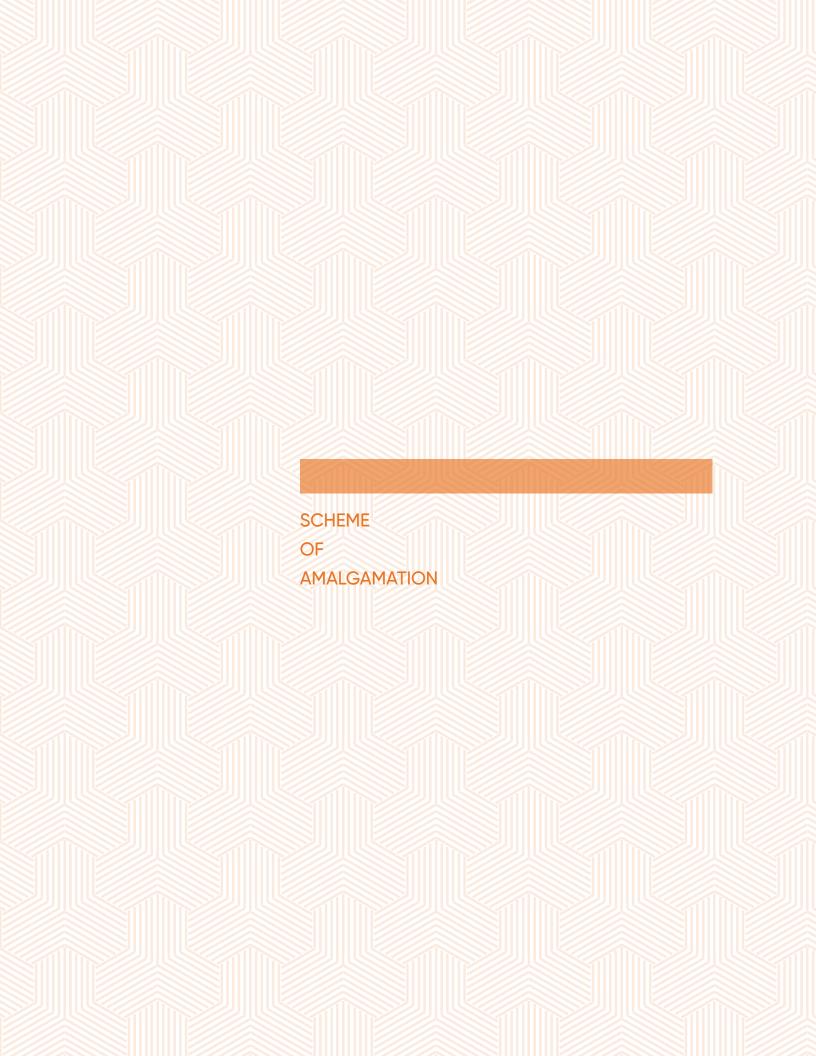
By order of the Board Sd/-Mostak Ahmmed, FCA Company Secretary

Notes:

- Members whose name appear on the Members/Depository Register as on "Record Date i.e. 13th October, 2022" are eligible to attend the EGM.
- 2. Pursuant to the Bangladesh Securities and Exchange Commission's Order No. SEC/SRMIC/94-231/91 dated 31 March 2021, the EGM will be virtual meeting of the Members, which will be **conducted via live webcast by using digital platform.**
- 3. Link for joining the EGM through the given link and detail login process will be notified to the respective Member through e-mail.
- 4. The Scheme of Amalgamation is available in the following website: http://www.unitedpowerbd.com/egm-scheme/
- 5. Members will be able to submit their questions/comments and vote electronically 24 hours before commencement of the EGM and during the EGM. For logging in to the system, the Member need to put their 16-digit Beneficial Owner (BO) ID number and other credentials as proof of their identity, by visiting the link https://meetbd.live/EGM2022UPGD
- 6. A Member entitled to attend and vote at the EGM may appoint a Proxy to attend and vote in his/her stead. The scanned copy of "Proxy Form, duly signed and affixed with BDT 20 revenue stamp must be sent through email at *info@unitedpowerbd.com;* mostak.ahmmed@united.com.bd; elias@united.com.bd or atiq@united.com.bd no later than 72 hours before commencement of the EGM. Please contact: 01951155189 for any difficulties in accessing the virtual meeting.
- 7. Pursuant to the Bangladesh Securities and Exchange Commission (BSEC) Notification Noses/CMRRCD/2006-158/208/ Admin/81 dated 20th June, 2018, copy of the Scheme will be sent through registered post along with to the e-mail address of the Member mentioned in their respective Beneficial Owner (BO) account maintained with the Depository based on the Record Date information.
- 8. Special Note: In compliance with Bangladesh Securities and Exchange Commission's Circular No. SEC/CMRRCD/2009-193/154 dated October 24, 2013 no gift/gift coupon/food box/benefit in cash or kind shall be distributed/paid to the shareholders for attending the Extra-Ordinary General Meeting.

EGM QR Code





SCHEME OF AMALGAMATION

OF

United Jamalpur Power Ltd (Transferor Company) United Anwara Power Ltd (Transferor Company) United Energy Ltd (Transferor Company)

WITH

United Power Generation & Distribution Company Ltd (Transferee Company)

A. GENERAL

- 1. This Scheme of Amalgamation (the "Scheme") provides for the amalgamation of United Jamalpur Power Ltd ("UJPL"), United Anwara Power Ltd ("UAnPL") and United Energy Ltd ("UEL"), collectively the Transferor Companies, with United Power Generation & Distribution Company Ltd ("UPGDCL"), the Transferee Company, pursuant to Sections 228 and 229 of the Companies Act, 1994 (the "Act") and other related provisions of the Act (the "Merger") in accordance with which the Transferee Company shall be the surviving entity after the Merger and the separate corporate existence of the Transferor Companies shall cease thereafter.
- In this Scheme, unless repugnant to the meaning or context thereof, the expressions used herein shall have the following meaning:
 - (a) "Act" means the Companies Act, 1994, including any amendments thereto;
 - (b) "Appointed Date" means 1 July 2022;
 - (c) "Assets" or "Undertaking" means and includes all the undertakings, the entire business, all properties (whether moveable or immoveable, tangible or intangible), plant and machinery, buildings and structures, offices, residential or other premises, manufacturing facilities, land (whether leasehold or freehold), processing plants, computers, equipment, packing material, raw materials, capital work in progress, trade and other receivables, furniture, fixtures, interiors, office equipment, vehicles, appliances, accessories, power lines, depots, deposits, inventories, assets, investments of all kinds (including shares, scripts, stocks, bonds, units or pass through certificates) including shares or other securities, cash balances or deposits with banks, cheques on hand, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest monies, advances or deposits paid by the Transferor Companies, financial assets, leases (including but not limited to lease rights of the Transferor Companies), tax deferrals, tax holiday benefits, incentives, credits (including tax credits), rights, easement, privileges, liberties and advantages and all other interest of whatsoever nature and wherever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favor of or enjoyed by the Transferor Companies, in each case, whether in Bangladesh or abroad, including but without being limited to benefits of all agreements, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any Intellectual Property Rights (IPRs) of patents, trademarks, designs, copyright, quotas, rights, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantees, reversions, powers, and all other approvals of every kind, name and description whatsoever, engineering and process information, software license (whether proprietary or otherwise), drawings, records, files, books, papers, computer programs, manuals, catalogues, sales and advertising material, lists of present and former customers and suppliers, customer credit information, customer pricing information, other customer information and all other records and document relating to the Transferor Companies' business activities and operations, all amounts claimed by the Transferor Companies whether or not so recorded in the books of account of the Transferor Companies from any Governmental Authority, under any law, act, scheme or rule, as refund of any income tax, duty, VAT or of any excess payment, all debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Companies and all other obligations of whatsoever kind, including liabilities of the Transferor Companies with regard to their employees in respect of the payment of

gratuity, pension benefits and provident fund or other compensation or benefits, if any, whether in the event of resignation, termination, death, voluntary retirement or retrenchment or otherwise all other obligations of whatsoever kind, nature and description whatsoever, and howsoever arising, raised or incurred or utilized and including all benefits and obligations under various Agreements between and among the Transferor Companies and its clients/customers shall vest and stand transferred in favour of the Transferee Company without any further act or consent from any other party and the Transferee Company shall be obliged to discharge all obligations towards the customers of the Transferor Companies, as per the respective power purchase agreement;

(d) "Board of Directors" means the board of directors of the Transferor Companies or Transferee Company, as the case may be, and shall include a duly constituted committee thereof, if any;

- (e) "BSEC" means the Bangladesh Securities and Exchange Commission;
- (f) "Effective Date" or "coming into effect of this Scheme" or "effectiveness of this Scheme" means the last date on which all the orders, approvals, consents, conditions, matters or filings referred to in Section 26 below have been obtained or fulfilled;
- (g) "Encumbrance" means any mortgage, lien, hypothecation, pledge, call on share, claim, demand, right, interest, preference, charge, equity or any other kind of security interest whatsoever;
- (h) "Government Authority" means and includes any local authority, statutory body, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction;
- (i) "Liabilities" means all secured and unsecured debts, debentures, bonds, and such other liabilities as described in Section 6.3 below;
- (j) "Minority Shareholders" means the shareholders of the Transferor Companies holding shares as mentioned below under Section 3 as of the Record Date;
- (k) "Record Date" means the date fixed by the Board of Directors of the Transferor Companies or any committee thereof in consultation with the Transferee Company, for the purpose of determining the names of the equity shareholders of the Transferor Companies, who shall be entitled to receive consideration thereof from the Transferee Company upon coming into effect of this Scheme;
- (I) "Scheme" or "Scheme of Arrangement/Amalgamation" means this Scheme of Amalgamation in its present form or with any modifications, as approved or imposed or directed by the Board of Directors of the Transferor Companies and the Transferee Company or by the members of each company or by the Hon'ble High Court Division, Supreme Court of Bangladesh;
- (m) "Shareholders" means the shareholders existing in Schedule X of the Transferor Companies or Transferee Company, as the case may be;
- (n) "Employees" means all permanent employees of the Transferor Companies as applicable as on the effective date.
- (o) "Companies" means the Transferor Companies and the Transferee Company and a "Company" means each of them;
- (p) "Transferee Company" means United Power Generation & Distribution Company Ltd (UPGDCL), a publicly listed company incorporated under the relevant Companies Act and having its registered office at Gulshan Center Point, Road No. 90-91, House No.23-26, Gulshan-2, Dhaka-1212, Bangladesh;
- (g) "BPDB" means the Banaladesh Power Development Board; and
- (r) "Transferor Companies" mean:
 - 1. **United Jamalpur Power Ltd** (UJPL) a private company limited by shares incorporated under the Act bearing registration number C-139126/2017 dated 2 August 2017 and having its registered office at Gulshan Center Point, Road No. 90-91, House No.23-26, Gulshan-2, Dhaka-1212, Bangladesh;
 - 2. *United Anwara Power Ltd* (UAnPL), a private company limited by shares incorporated under the Act bearing registration number C-130232/2016, dated 12 April 2016 and having its registered office at Gulshan Center Point, Road No. 90-91, House No.23-26, Gulshan-2, Dhaka-1212, Bangladesh; and

3. *United Energy Ltd* (UEL), a private company limited by shares incorporated under the Act bearing registration number C-75168/2009, dated 04 March 2009 and having its registered office at United House, Madani Avenue, United City, Dhaka-1212, Bangladesh.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the contents or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, and by-laws as the case may be, including any statutory modifications or re-enactment thereof from time to time.

B. DESCRIPTION, CAPITAL & RATIONALE FOR AMALGAMATION

- CAPITAL STRUCTURE
- 3.1. THE TRANSFEROR COMPANIES
 - a) United Jamalpur Power Ltd (UJPL)

UJPL is a wholly-owned subsidiary of the Transferee Company. The Transferee Company holds 9,900,000 shares out of the total number of issued shares of 10,000,000 which is 99% shares of UJPL. The remaining 100,000 shares of UJPL (i.e. 1% shares) are in the name of one individual, Mr. Moinuddin Hasan Rashid, Managing Director of the Transferee Company. Accordingly, the Transferee Company is effectively 100% owner of UJPL. Furthermore, 15,00,00,000 redeemable preference shares of Taka 10/- each have been issued in favour of Mutual Trust Bank Limited (MTBL).

UJPL, a private limited company, was incorporated in Bangladesh on 2 August 2017 under the Companies Act 1994 under registration no. C-139126/2017 with its corporate office at United House, Madani Avenue, United City, Dhaka-1212, Bangladesh.

The principal objective of UJPL was to set up and construct a power plant with a capacity of 115 MW liquid fuel-fired at Jamalpur, Bangladesh. It has been supplying electricity to the national grid of Bangladesh by selling the same to BPDB under Power Purchase Agreement (PPA). The power plant consists of Wartsila engine generators with 20 years expected useful life, which form the major part of the power generation. The power plant came into commercial operation on 21 February 2019 with a capacity of 115 MW. These HFO-based generating sets consist of auxiliaries, exhaust silencer and electrical, mechanical and civil construction and erection. The power plant has fourteen (14) integrated systems namely fuel, lubrication oil, compressed air, cooling, charge air, exhaust, water treatment, fire protection, emission control, automation, electrical, station service, DC and high voltage system. UJPL installed 12 Wartsila engines @9.78MW each, 12 Nos Heat Recovery Steam Generator and 1 Steam Turbine of Capacity 6.5 MW.

The summary of share capital of UJPL as of 30 June 2021 is as follows:

| | No. of shares | Amount (BDT) |
|--|---------------|---------------|
| Authorized capital | 250,000,000 | 2,500,000,000 |
| Issued, subscribed and paid-up capital | 10,000,000 | 100,000,000 |
| Position of shareholding | | |
| United Power Generation & Distribution Co. Ltd. (UPGDCL) | 9,900,000 | 99,000,000 |
| Moinuddin Hasan Rashid | 100,000 | 1,000,000 |
| | 10,000,000 | 100,000,000 |
| Redeemable Preference Shares issued in favour of Mutual Trust Bank Limited ("MTBL") | 150,000,000 | 1,500,000,000 |

As of the date of this Scheme, there is no change in the share capital of UJPL from the share capital structure as stated above, except that the Preference Shares of MTBL have been redeemed upon making the redemption payment as per the subscription agreement dated 13 January 2021 entered into between MTBL and UJPL.

b) United Anwara Power Ltd (UAnPL)

UAnPL, is a wholly-owned subsidiary of the Transferee Company. The Transferee Company holds 9,900,000 shares out of the total number of issued shares of 10,000,000 which constitutes 99% shares of UAnPL. The remaining 100,000 shares of UAnPL (i.e. 1% shares) are in the name of one individual, Mr. Moinuddin Hasan Rashid, Managing Director of the UPGDCL. Accordingly, the Transferee Company is effectively 100% owner of UAnPL.

UAnPL was incorporated in Bangladesh as a private limited company under the Companies Act) 1994 vide registration no-.C-130232/2016 on 12 April 2016 having its corporate office at United House, Madani Avenue, United City, Dhaka-1212.

The principal objective of UAnPL was to set up and construct a power plant with a capacity of 300 MW at Anwara, Chittagong in order to produce and supply electricity under an agreement with BPDB. The power plant consist of Wartsila engine generators, exhaust gas boilers from Al-borg and steam turbines from GE Triveni with 15 years minimum useful life, which form the major equipment for power generation. The power plant came into commercial operation on 22 June 2019 with a capacity of 300 MW (net). This HFO-based generating set has its own auxiliaries, exhaust gas silencers and electrical, mechanical and civil construction and erection. The power plant has fourteen (14) integrated systems named fuel, lubrication oil, compressed air, cooling, charge air, exhaust, water treatment, fire protection, emission control, automation, electrical, station service, DC and high voltage systems. There are seventeen (17) engine generator sets with a capacity of 17.06 MW each i.e. total of 300 MW capacity (net) including the capacity of Turbines.

The summary of share capital of UAnPL as of 30 June 2021 is as follows:

| | No. of shares | Amount (BDT) |
|--|---------------|----------------|
| Authorized capital | 1,000,000,000 | 10,000,000,000 |
| Issued, subscribed and paid-up capital | 10,000,000 | 100,000,000 |
| Position of shareholding | | |
| United Power Generation & Distribution Co. Ltd. (UPGDCL) | 9,900,000 | 99,000,000 |
| Moinuddin Hasan Rashid | 100,000 | 1,000,000 |
| | 10,000,000 | 100,000,000 |

As of the date of this Scheme, there is no change in the share capital of UAnPL from the share capital structure as stated above.

c) United Energy Ltd (UEL)

UEL is a wholly-owned subsidiary of the Transferee Company. The Transferee Company holds 29,700 shares out of the total number of issued shares of 30,000 which constitutes 99% shares of UEL. The remaining 300 shares of UEL (i.e. 1% shares) are in the name of one individual, Mr. Hasan Mahmood Raja, a Director of the UPGDCL. Accordingly, the Transferee Company is effectively 100% owner of UEL.

UEL, formerly "Shajahanullah Power Generation Company Limited (SPGCL)" is a Public Limited Company and was incorporated vide registration no-.C-75168/09 on 04 March 2009 under the Companies Act 1994 having its present corporate office at United House, Madani Avenue, United City, Dhaka 1212. It has developed a power plant of 28 MW capacity in Sylhet in order to produce and supply electricity through BPDB and Bangladesh Rural Electrification Board ("BREB"). The Sylhet power plant came into commercial operation on 21 October 2013.

The authorized capital of UEL is Tk. 100,000,000 divided into 10,000,000 ordinary shares of Tk. 10 each. In 2017-18, it acquired a power plant of 53 MW capacity through the Amalgamation with United Ashuganj Power Limited in order to produce and supply electricity through BPDB.

Ashugonj Power Plant was awarded a separate contract by the BPDB to supply electricity under the Contract for Supply of Electricity on Rental Basis. The plant was to set up a 53 MW gas-fired, rental power plant in Ashuganj for the generation of electricity. The principal activity of the plant is to supply electric power and energy to BPDB on a rental basis for a period of three years from the date of commercial operation on 22 June 2011. The plant extended its contract for another five years up to

21 June 2019 vide contract No. 09966, dated 16/09/2014. The plant further extended its contract for another five years vide contract No. 10640, executed on 31 March 2022.

The Honorable High Court Division of the Supreme Court of Bangladesh by its Judgment and Order dated 24th August 2017 sanctioned the Scheme of Amalgamation in Company Matter No. 165 of 2017. Under the amalgamation scheme, the entire undertaking of United Ashuganj Power Limited was transferred and vested in Shajahanullah Power Generation Company Limited (renamed as United Energy Limited) as a going concern and United Ashuganj Power Limited was dissolved with effect from 01 July 2016.

The summary of share capital of UEL as of 30 June 2021 is as follows:

| | No. of shares | Amount (BDT) |
|--|---------------|--------------|
| Authorized capital | 10,000,000 | 100,000,000 |
| Issued, subscribed and paid-up capital | 30,000 | 300,000 |
| Position of shareholding | | |
| United Power Generation & Distribution Co. Ltd. (UPGDCL) | 29,700 | 297,000 |
| Hasan Mahmood Raja | 300 | 3,000 |
| | 30,000 | 300,000 |

As of the date of this Scheme, there is no change in the share capital of UEL from the share capital structure as stated above.

3.2 TRANSFEREE COMPANY

The Transferee Company is a public limited company and has been listed on the Dhaka Stock Exchange and Chattogram Stock Exchange since 2015 for the trading of its shares. The principal objective for which the Transferee Company was formed is to generate electricity by gas-fired power plants, at Dhaka Export Processing Zone (DEPZ) with 82 MW capacity and Chattogram Export Processing Zone (CEPZ) with 72 MW capacity and to sell electricity to the export processing industries located inside DEPZ and CEPZ with the provision of selling surplus power outside the Export Processing Zone (EPZs) after fulfilling their requirements. The company is also supplying electricity to Dhaka PBS-1 of Bangladesh Rural Electrification Board (BREB), Bangladesh Power Development Board (BPDB), Karnaphuli Export Processing Zone (KEPZ) and other private sector companies.

The summary of share capital of the Transferee Company as of 30 June 2021 is as follows:

| | No of shares | Amount (BDT) |
|--|---------------|----------------|
| Authorized capital | 1,000,000,000 | 10,000,000,000 |
| Issued, subscribed and paid-up capital | 579,695,270 | 5,796,952,700 |
| Position of shareholding | | |
| United Mymensingh Power Ltd. | 521,716,902 | 5,217,169,020 |
| General public | 57,978,368 | 579,783,680 |

4. RATIONALE FOR AMALGAMATION

The Transferor Companies and the Transferee Company are all involved in the business of generating electricity. Combining the businesses of the Transferor Companies with the Transferee Company would lead to greater synergy, economies of scale, efficiency, optimization of logistics and distribution networks and other related synergies by consolidating the business operations of the companies through horizontal integration. This Scheme of Amalgamation intends to merge the operations of the Transferor Companies with that of the Transferee Company to fulfill the intended objectives. It may be mentioned that the Transferor Companies are subsidiaries of the Transferee Company and the Transferee Company holds 99% shares of each of the Transferor Companies.

The Transferee Company will have the benefit of full reach of the combined resources of the Transferor Companies and the Transferee Company. The Transferee Company would be in a position to carry on

consolidated operations through optimum utilization of resources, minimization of common costs, administrative, managerial and other expenditures and better financial strength, whilst improving operational rationalization and organizational efficiency.

The Transferee Company will have the potential to increase its earnings per share resulting in the maximization of shareholders' value. The proposed amalgamation will create greater value for the shareholders, creditors and employees that could be delivered as separate companies. The interests of the existing employees of the Transferor Companies shall be protected with continuity of employment, better utilization of manpower and an opportunity for enhancement of technical knowledge and expertise being provided.

The Transferee Company is putting the Transferor Companies together or acquiring the Transferor Companies to create a large entity to have the large capacity to participate or bid in a bigger project and also availed bigger opportunities for capacity expansion.

5. SCOPE OF THE SCHEME

Basic scope of this Scheme are as follows:

- Developing a scheme of reconstruction of the business through amalgamation of the Companies.
- The Scheme is based on the position reflected in the audited Financial Statements of the Companies on the Appointed date.
- Examining the audited Financial Statements of the Companies as well as the consolidated Financial Statements of the Transferee Company to ensure that the Financial Statements are in compliance with the International Financial Reporting Standards ("IFRS") (corresponding to the Bangladesh Financial Reporting Standards ("BFRS")), the International Accounting Standards ("IAS") (corresponding to the Bangladesh Accounting Standards ("BAS")), the Companies Act 1994, the Securities and Exchange Ordinance 1969, the Securities and Exchange Commission Act 1993, the Securities and Exchange Rules 1987 and other applicable laws and regulations.
- Elimination of all inter-company balances is done in the accounts of the Companies.
- Finally, the Scheme should vest all assets, liabilities, business, undertakings, commitments, obligations and intangibles whatsoever of the Transferor Companies into the Transferee Company.

6. METHODOLOGY

The methodology that has been adapted for executing the proposed merger exercise is based on the the Act and International Financial Reporting Standards. Where required taxation code and other regulatory requirements as applicable, have been maintained. A summarized version of the methodology is presented below:

- a. Audit has been carried out as of the Appointed Date by the statutory auditors of the respective company.
- b. To ensure fair valuation of the Companies' affairs are reflected in the financial statements on the appointed date
- c. Reconstruction & Amalgamation
 - The accounting component or the merger exercise has been structured in compliance with IAS/ IFRS (corresponding to BFRS/BAS) as applicable.
 - Section 229 read with section 228 of the Companies Act, contains provisions for the reconstruction
 of any Company or companies, including amalgamation, and provides for the power of the High
 Court Division of the Supreme Court of Bangladesh to approve and sanction a scheme for the
 reconstruction or amalgamation, and to this effect, making provisions for all or any of the following
 matters:
 - > transfer of the whole or any part of the undertaking and of the property or liabilities of one Company to the other.
 - > allotment or appropriation by the transferee company of any shares or like interest in the Company which under the arrangement are to be allotted to any person such as shareholders.
 - > continuation by or against the Transferee Company of any legal proceedings pending by or against the Transferor Companies.

- > dissolution, without winding up, of the Transferor Companies.
- such incidental, consequential and supplemental matters as are necessary to secure that the reconstruction or amalgamation shall be fully and effectively carried out.

Hence all Assets, Liabilities, Undertakings, business, commitments and obligations of whatsoever nature of the Transferor Companies are to be vested into the Transferee Company. All inter-company and other dues/receivables between the Companies are to be reconciled and negated.

7. Valuation

All settlements pursuant to this Scheme shall be at Net Asset Value as per the latest audited financial statements of the respective company.

C. TRANSFER AND VESTING

- 8. Upon coming into effect of this Scheme and with effect from the Appointed Date and subject to the provisions of this Scheme, the Assets or Undertaking of the Transferor Companies shall, pursuant to section 229(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the Assets, rights, title, interests and authorities of the Transferee Company.
- 9. Without prejudice to clause (8) above, in respect of such of the Assets or the Undertaking of the Transferor Companies as are moveable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, clause (8) above shall not prevent the Transferor Companies to give effect to the transfer by performing the necessary acts, and in case of failure by the Transferor Companies, the Transferee Company is hereby authorized to do so.
- 10. All the licenses, permits, quotas, approvals, permissions, incentives, loans, subsidies, concessions, grants, claims, leases, exemptions from income tax, tenancies and other benefits or privileges and right to extension under contracts for supply of electricity as per the terms of the Power Purchase Agreements executed with Bangladesh Export Processing Zones Authority (BEPZA), BPDB, BREB and private customers and any amendment thereof between the respective Transferor Company as well as other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued, which may accrue to the Transferor Companies shall, pursuant to the provisions of section 229(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date the licenses, permits, quotas, approvals, permissions, incentives, loans, subsidies, concessions, grants, claims, leases, tenancies and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under law, and the Transferee Company shall continue to abide by the terms and conditions thereof, including term of any tax benefit granted by the National Board of Revenue, as if it were the original licensee or grantee or beneficiary or contracting party. For the avoidance of doubt, exemptions from income tax that will be transferred and vested to the Transferee Company include exemptions conferred to the Transferor Companies vide SRO ref: 246/Ain/2016-Income Tax ordinance 1984 dated 26 July 2016, SRO ref: 246-Law/Income Tax/2016-Income Tax ordinance (#44) 1984 dated 26 July 2016 and SRO ref: 211-Law/Income Tax/2013-Income Tax ordinance (#36) 1984 dated 01 July 2013. It is hereby clarified that 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.
- 11. All the assets, rights, interests, licenses, permits, quotas, approvals, permissions, incentives, loans, subsidies, concessions, grants, claims, leases, tenancies, exemptions from income tax and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued, which may accrue to the Transferor Companies after the Appointed Date and prior to the Effective Date in connection with or in relation to the Assets or the Undertaking of the Transferor Companies shall, pursuant to the provisions of section 229(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or deemed to have been transferred to and vested in and be available to the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible under law.

- 12. Upon coming into effect of this Scheme and with effect from the Appointed Date:
 - All loans, borrowing, debts (secured or unsecured, in taka or foreign currencies), Liabilities, credit facilities, overdraft facilities, duties and obligations, of the Transferor Companies ("said liabilities") shall, to the extent they are outstanding on the Effective Date, without any further act or deed, become the loans, borrowing, debts, Liabilities, credit facilities, overdraft facilities, duties and obligations of the Transferee Company, and all rights, powers, duties and obligations in relation thereto shall stand transferred to, vested in and shall be exercised by or against the Transferee Company, as if it has entered into such loans, credit facilities, overdraft facilities or incurred such borrowing, debts, Liabilities, duties and obligations. The Transferee Company shall undertake to meet, discharge, and satisfy the said liabilities and the Transferor Companies shall stand discharged from all such liabilities.
 - (b) All Liabilities, duties and obligations, accumulated/ accrued losses (including the losses incurred by the Transferor Companies due to the effect of taxes and duties, if any) and Encumbrance of the Transferor Companies along with any charge, encumbrance, lien or security thereon (hereinafter referred to as the "said liabilities") shall pursuant to the provisions of section 229(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or deemed to have been transferred to and vested in, so as to become the debts, liabilities, duties, losses, obligations and encumbrances of the Transferee Company, and further that it shall not be necessary to obtain the consent of any third party or other people who is a party to any contract or arrangement by virtue of which such debts, Liabilities, duties, losses, obligations and encumbrances have arisen in order to give effect to the provisions of this clause. With effect from the Effective Date, the Transferee Company alone shall be liable to perform all obligations and be entitled to all benefits and rights, in respect of all duties and obligations, accumulated/accrued losses, encumbrances, along with any charge, encumbrance, lien or security thereon. It is clarified that insofar as the Assets of the Transferor Companies are concerned, the security or charge over such Assets or any part thereof, relating to any loans, debentures or borrowings of the Transferor Companies, shall, without any further act or deed continue to relate to such Assets or any part thereof, after the Effective Date and shall not relate to or be available as security in relation to any, or any part of, the Assets of the Transferee Company, save to the extent warranted by the terms of the existing security arrangements to which any of the Transferor Companies and the Transferee Company are party, and consistent with the joint obligations assumed by them under such arrangement.
 - (c) Where applicable all debentures, bonds, notes or other debt securities of the Transferor Companies, whether convertible into shares or otherwise (hereinafter referred to as "the Transferor Companies' Securities"), shall, pursuant to the provisions of Section 229(2) of the Act, without any further act, instrument or deed become securities of the Transferee Company and all rights, power, duties and obligations in relation thereto shall be and stand transferred to and vested in or deemed to have been transferred to and vested in and shall be exercised by or against the Transferee Company as if it were the Transferor Companies in respect of the Transferor Companies' Securities so transferred and vested.
 - (d) Loans, advances and other obligations (including any guarantees, letters of credit or any other instruments or arrangements which may give rise to contingent liabilities in any form), if any, due or which may at any time in future become due between the Transferor Companies and the Transferee Company shall stand discharged and there shall be no liability in that behalf on either party.
 - (e) Any debentures or notes or other debt securities if any issued by the Transferor Companies and held by the Transferee Company and vice versa, shall unless sold or transferred by the Transferor Companies or the Transferee Company, as the case may be, at any time prior to the Effective Date, stand canceled as on the Effective Date, and shall be of no legal effect and the Transferor Companies or the Transferee Company, as the case may be, shall have no further obligation in that behalf.
 - (f) Where any of the liabilities and obligations of the Transferor Companies as on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Companies 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.

(g) All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Companies in relation to or in connection with the Assets or Undertaking 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 into effect of this Scheme, pursuant to the provisions of Section 229(2) 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 or vested in the Transferee Company and shall become the debt, duties, undertakings, Liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

- (h) All Assets, rights, title, interests and authorities accrued to and/or acquired by the Transferor Company in relation to or in connection with the Assets or Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon coming into effect of this Scheme, pursuant to the provisions of Section 229(2) 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 or vested in the Transferee Company and shall become the Assets rights, title, interests and authorities of the Transferee Company.
- 13. With effect from the Appointed Date and up to the Effective Date:
 - a. The Transferor Companies shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Assets or Undertaking on account of and for the benefit of and in trust for, the Transferee Company.
 - b. All the profits or incomes accruing or arising to the Transferor Companies or expenditures or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditures or losses of the Transferee Company, as the case may be.
- 14. (a) All taxes (including income tax, excise duty, customs duty, VAT, etc.) paid or payable by the Transferor Companies in respect of its operations and/or the profits of its business before the Appointed Date, shall be on account of the Transferor Companies and, in so far as it relates to the tax payment (including without limitation, income tax, excise duty, customs duty, income tax, VAT, 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 its business after 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.
 - (b) Any refund, credit and/or rebate under the tax laws or VAT laws due to the Transferor Companies consequent to the assessment made on Transferor Companies and for which no credit has been taken in the account as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company. The Transferee Company is expressly permitted to revise and expressly permitted to file revised income tax returns, VAT returns and other tax returns, and to claim refunds/credits, pursuant to the provisions of the Scheme. The Transferee Company shall be entitled to such tax credits, benefits, including but not limited to Minimum Tax paid under section 82C of the Income Tax Ordinance, 1984 and the right to claim credit therefore, including the benefit of brought forward losses or unabsorbed depreciation as admissible under the provision of the Income Tax Ordinance, 1984 to the extent the Transferor Companies has been or would have been entitled to, from taxable profit of the Transferee Company, with effect from the Appointed Date. The Transferee Company shall continue to enjoy the tax benefits or concessions provided to the Transferor Companies through notifications or circulars issued by the concerned government authorities in the original terms in which they had been granted.
 - (c) Subject to the terms of the Scheme, the transfer and vesting of the Assets, Liabilities, and Undertakings of the Transferor Company as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company adopts all acts, deeds and things made, done and executed by the Transferee Company.

(d) Upon the Scheme coming into effect, all taxes/cess/duties, direct and/or indirect taxes, receivable by or on behalf of the Transferor Companies including all or any refunds, rebate and claims, including refunds, rebates or claims pending, unabsorbed depreciation, accumulated losses as per income tax return of Transferor Companies with any Governmental Authority including National Board of Revenue, Income Tax, VAT, Customs and including the right to claim credit for minimum alternate tax and carry forward of accumulated losses (including any unabsorbed depreciation), and unutilized VAT credit, rebate, VAT or advance tax refund etc. shall, for all purposes, be treated as the tax/cess/ duty, liabilities or refunds, rebates, claims, accumulated losses and unutilized VAT credit, rebate, VAT or advance tax refund etc. of the Transferee Company. 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, excise and VAT returns, other statutory returns, and to claim refunds, rebates, set off, credits, pursuant to the provisions of this Scheme. The merger proposed under this Scheme being an automatic devolution of title which takes place by operation of law under section 229 of the Act, upon the approval of the Hon'ble High Court Division, Supreme Court of Banaladesh, it is hereby declared that all accumulated/accrued loss of income over the past years that are due and attributable to the Transferor Companies under any heading whatsoever, be vested, by virtue of this Scheme, in the Transferee Company as if the said accrued loss has been inherited by the Transferee Company by operation of law under section 229 of the Act and the said amount shall be adjustable/liable to be set-off, against the total income of the Transferee Company after coming into effect of the Scheme.

- (e) The Transferee Company shall also be permitted to claim refunds, credits or carry forward of losses accrued, in respect of any transaction between the Transferor Companies and the Transferee Company, including the transactions of shareholders' loan, if any. Without prejudice to the generality of sub-clause (a) 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 or VAT certificates relating to transactions between the Transferor Companies and the Transferee Company, and to claim refunds, advance tax, VAT or advance tax and withholding tax credits, and carry forward of accumulated losses (including any unabsorbed depreciation) etc., pursuant to this Scheme.
- (f) Upon the Scheme becoming effective on the Effective Date, all withholding tax, if any, paid by the Transferor Companies under the Income Tax Ordinance, Value Added Tax Act or any other statute in respect of income of the Transferor Companies for the period commencing from the Appointed Date shall be deemed to be the tax deducted from or advance tax paid by the Transferee Company and credit for such withholding tax shall be provided to the Transferee Companies notwithstanding that certificates or receipts or challans for withholding tax or advance tax are in the name of the Transferor Companies and not in the name of the Transferee Company.
- (g) Upon the coming into effect of this Scheme, all suits, actions and proceedings by or against the Transferor Companies pending and/or arising on or before the Effective Date shall be continued and be 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 pending and/or arising by or against the Transferee Company.
- (h) The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Companies referred to in sub-clause (a) above transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.
- 15. (a) Except the contracts, deeds and agreements between the Transferor Companies and Transferee Company, which shall stand discharged on the Effective Date of this Scheme, upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, lease, title documents and deeds, agreements, arrangements and other instruments of whatsoever nature to which the Transferor Companies is a party or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall, without any further act, instrument or deed, be in full force and effect against or in favor of the Transferee Company, as the case may be, and may be enforced fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or oblige or obligor thereto. The Transferee Company shall, at any time prior to the Effective Date, wherever necessary enter into, and/or issue and/or execute deeds, writings, confirmations, any tripartite

- arrangements or notations to which the Transferor Companies will, if necessary, also be a party in order to give formal effect to the provisions of this clause.
- (b) The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise enter into, issue or execute deeds, writings, confirmations, any tripartite arrangements, notations, declarations or other documents with or in favor of any party to any contract or arrangement to which the Transferor Companies is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorized to execute any such writings on behalf of the Transferor Companies to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Companies.
- 16. (a) Upon the coming into effect of this Scheme, all Employees of the Transferor Companies, as applicable, in service on the Effective Date shall become the employees of the Transferee Company on such date without any break or interruption in service and on such terms and conditions as were agreed between the Employees and the Transferor Companies. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by the Transferor Companies with any of the Employees.
 - (b) The existing provident fund, gratuity or other Employee date related funds created by the Transferor Companies, as applicable, shall be maintained separately until otherwise decided by the Transferee Company in conformity with the applicable law. The Transferee Company undertakes to continue to abide by the provisions of any trust deeds of any such funds.

D RE-ORGANISATION OF CAPITAL AND CONSIDERATION

- 17.1 The shareholding position of the Transferor Companies are described in Section 3 of the Scheme. Upon the coming into effect of this Scheme, the post-Merger auhorized share capital of the Transferee Company shall be Taka 22,600,000,000 divided into 2,260,000,000 shares of Taka 10 each.
- 17.2 It is hereby clarified that Transferor Companies are 99% owned subsidiaries of the Transferee Company and thus Transferee Company holds 99% shares of each Transferor Company. As such, investment of Transferee Company in equity shares of each Transferor Company shall be treated as intra party transactions and shall be eliminated/negated.
- 17.3 (a) Upon the coming into effect of this Scheme, and in consideration of the transfer of and vesting of the Undertaking and the Liabilities of the Transferor Company in the Transferee Company in terms of this Scheme, the Transferee Company shall pay cash to the individual shareholders holding equity shares of the Transferor Company, whose name appear in the Register of Members as the holder of 1% equity shares and the said consideration would be on the basis of the Net Asset Value of the respective shareholding as per the latest audited financial statements of each Transferor Company ended on 30th June 2022.
 - (b) The consideration pursuant to the above provisions shall be discharged by the Transferee Company to the individual shareholders of the Transferor Company in cash by issue of account payee cheques, drawn on one of the bankers of the Transferee Company, in favour of the said individual shareholders as aforesaid. Such consideration shall be subject to applicable withholding taxes, if any.
- 17.4 Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Undertaking of the Transferor Companies in the Transferee Company in accordance with this Scheme, the entire share capital including the authorized share capital, issued, subscribed and paid-up share capital of the Transferor Companies shall stand automatically canceled without any further application, act, instrument or deed.

E. GENERAL TERMS AND CONDITIONS

- 18. ACCOUNTING TREATMENTS OF ASSETS, LIABILITIES AND RESERVES AND SURPLUS OF THE TRANSFEROR COMPANIES IN THE BOOKS OF THE TRANSFEREE COMPANY
- 18.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, for the purposes of accounting for and dealing with the value of the assets and liabilities of the Transferor Companies in the books of the Transferee Company, the assets and liabilities of the Transferor Companies transferred to and vested in the Transferee Company pursuant to this Scheme shall be recorded at their respective book value as of the Appointed Date.

- 18.2 The carrying amount of investments in the shares of the Transferor Companies to the extent held by the Transferee Company shall stand canceled in the books of the Transferee Company without any further act, deed or instrument.
- 18.3 If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Companies and the Transferee Company, the Transferee Company may make suitable adjustments and reflect the effect thereof in its Capital Reserve/Goodwill account, as the case may be.
- 18.4 Upon the coming into effect of this Scheme and with effect from the Appointed Date, inter-company transaction balances between the Transferor Companies and Transferee Company in the books of the Transferee Company will be eliminated while consolidating accounts with the Transferor Companies. Unrealized profit, if any, existing in the books of the Transferee Company will similarly be eliminated.
- 18.5 The deficit between (A) the aggregate value of net assets of the Transferor Companies acquired and recorded by the Transferee Company in terms of Section 12.1 above after making necessary adjustments for Sections 18.3 and 18.4; and (B) the value of investments canceled in terms of Section 18.2 above, should be debited to "Goodwill Account". The surplus, if any, should be credited to "Capital Reserve" Account. Such capital reserve shall be a reserve, which arises pursuant to this Scheme and shall not be, for any purpose, be considered to be a reserve created by the Transferee Company.

19. DIVIDENDS

From the date of filing of the Scheme to the Effective Date:

- (a) Except as expressly contemplated or permitted by any decision of the Board of Directors of the Transferee Company, the Transferor Companies shall not declare/or pay dividends or other distribution payable in cash, stock, property or otherwise with respect to any of its capital stock;
- (b) The Transferor Companies, except as mentioned otherwise in this Scheme, shall not issue or allot any shares, rights, bonus shares or any other security converting into equity or other share capital or obtain any other financial assistance converting into equity or other share capital unless agreed to by the Board of Directors of the Transferee Company;
- (c) The Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to its ordinary shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date:
- (d) Until the coming into effect of the Scheme, the holders of equity shares of the Transferor Companies and the Transferee Company shall save as expressly provided otherwise in this Scheme, continue to enjoy their existing respective rights under their respective Articles of Association. It is clarified that the aforesaid provisions in respect of the declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Companies and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the respective Articles of Association, shall be entirely at the discretion of the respective boards of the companies and subject to, where necessary, the approval of the shareholders of the Transferor Companies and the Transferee Company, respectively.

20. LEGAL PROCEEDINGS

- (a) Upon the coming into effect of this Scheme, all suits, claims, actions and proceedings by or against the Transferor Companies shall be continued and be enforced by or against the Transferee Company as effectually as the same had originally been instituted and/or pending and/or arising by or against the Transferee Company.
- (b) The Transferee Company will undertake to have all legal or other proceedings initiated by or against the Transferor Companies referred to in Section 20(a) above transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

21. OPERATIVE DATE OF THE SCHEME

This Scheme shall be operative from the Effective Date with effect from the Appointed Date.

22. EMPLOYEES

(a) Upon the Scheme coming into effect and with effect from the Appointed Date, all employees of the Transferor Companies shall become employees of the Transferee Company on such date as if they were in continuous service without any break or interruption in service and on terms and conditions as to employment and remuneration not less favorable than those on which they were engaged or employed by the Transferor Companies, so as to become as and from the Effective Date, the employees of the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, validly entered into by the Transferor Companies with any employees of the Transferor Companies. The position and hierarchy of the employees of the Transferor Companies in the Transferee Company will be decided by the management of the Transferee Company.

(b) It is provided that so far as provident fund, gratuity fund, or any other special scheme(s)/fund(s), or other benefits if any, created or existing for the benefit of the existing or past employees of the Transferor Companies are concerned, upon the coming into effect of this Scheme, the Transferee Company shall stand substituted at an appropriate stage for the Transferor Companies for all purposes whatsoever related to the administration or operation of such schemes, funds or benefits or in relation to the obligation to make contributions to the said schemes, funds or benefits in accordance with the provisions of such schemes, funds or benefits as per the terms provided in the respective trust deeds or employee benefit plans or policies, to the end and intent that the rights, duties, powers and obligations of the Transferor Companies in relation to such schemes, funds or benefits shall become those of the Transferee Company.

23. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the effectiveness of this Scheme, the Transferor Companies shall stand dissolved without winding up from the Appointed Date, and the Board of Directors and any committees thereof of the Transferor Companies shall without any further act, instrument or deed be and stand dissolved and the Transferor Companies shall be removed from the register of the Registrar of Joint Stock Companies and Firms. The Undertaking of the Transferor Companies shall be amalgamated with that of the Transferee Company, which will continue to operate as a going concern.

24. APPLICATION BEFORE THE HON'BLE HIGH COURT DIVISION

The Transferor Companies and the Transferee Company shall make all applications/petitions under Sections 228 and 229 and other applicable provisions of the Act before the High Court Division, Supreme Court of Bangladesh for sanctioning of this Scheme.

25. MODIFICATIONS AND AMENDMENTS TO THE SCHEME

The Board of Directors of the Transferor Companies and the Transferee Company may assent on behalf of all concerned including the shareholders from time to time to any modifications or amendments or additions to this Scheme or to any conditions, which the High Court Division may under law think fit to approve or impose; and may do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect; or to review a position relating to the satisfaction of the conditions to this Scheme; and if necessary, to waive any of those (to the extent permissible under the law) for bringing this Scheme into effect.

26. SCHEME CONDITIONAL UPON APPROVALS/SANCTIONS

This Scheme is conditional upon and subject to:

- (a) The Scheme being agreed to by the requisite majority members of the Transferor Companies and the Transferee Company as required under the Act and the sanction by the Hon'ble High Court under Section 228 read with Section 229 of the Act and to requisite orders made by the High Court pursuant to Section 228 read with Section 229 of the Act for amalgamation of the Transferor Companies with the Transferee Company and for implementation of this Scheme;
- (b) Such other sanctions and approvals including sanction and approvals of any government or regulatory authority, creditor, lessor or contracting party as may be required by law or contract in respect of the Scheme being obtained; and
- (c) The aforementioned amalgamation shall be, and be deemed to have been, effective on the date a certified copy of the Order made by the Hon'ble High Court Division is filed with the Registrar of Joint Stock Companies and Firms, Dhaka, Bangladesh.

27. TAXES/DUTIES, ETC.

(a) The Transferee Company will be the successor of the Transferor Companies. Any unutilized credit relating to income taxes lying to the account of the Transferor Companies as well as any unutilized credits relating to Value Added Tax (VAT) paid on input consumed by the Transferor Companies shall be transferred to the Transferee Company automatically without any specific approval or permission as an integral part of the Scheme.

- (b) Income taxes of whatsoever nature including advance tax, self-assessment tax, regular assessment taxes, tax deducted at source, wealth tax, if any, paid by the respective Transferor Companies shall be treated as paid by the Transferee Company and it shall be entitled to claim the credit, refund, any unabsorbed tax losses or depreciation, rebate or adjustment for the same as may be applicable.
- (c) If the Transferor Companies are entitled to any benefits under incentive schemes and policies, it is declared that the benefits under all such incentive schemes and policies shall be transferred to and vested in the Transferee Company. Without prejudice to the generality of this clause, it is specified that the exemption of income tax enjoyed by the Transferor Companies being Private Sector Power producer shall be vested onto the Transferee Company which shall continue to enjoy such exemption from income tax.
- (d) Upon this Scheme being effective, the Transferee Company is expressly remitted to revise and file its income tax returns and other statutory returns, including returns relating to tax deducted/collected at source, excise duty returns, VAT returns, as may be applicable, and has expressly reserved the right to make such provision in its returns and to claim refunds or credits if any. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have expired.

28. SEVERABILITY

If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the mutual agreement of the Transferor Companies and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

29. WITHDRAWAL, REVOCATION OR CANCELLATION OF THE SCHEME

The Boards of Directors of the Transferor Companies and the Transferee Company shall be entitled to withdraw this Scheme prior to the Effective Date. The Boards of Directors of the Transferor Companies and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme with effect from the Appointed Date could have adverse implications on the Transferor Companies and/or the Transferee Company.

30. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges and expenses, including any taxes and duties of the Transferor Companies and the Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation in pursuance of this Scheme shall be borne and paid by the Transferee Company.

31. FAILURE TO TAKE EFFECT

In the event of this Scheme failing to take effect finally by June 2023 or by such later date as may be agreed by the respective Board of Directors of the Transferor Companies and the Transferee Company, this Scheme shall become null and void and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se by parties or their shareholders or creditors or employees or any other person(s).



UNITED POWER GENERATION & DISTRIBUTION COMPANY LTD.

Corporate Head Office: "United House", Madani Avenue, United City Dhaka-1212, Bangladesh, Tel: +880 9666 700 900 Web: <u>www.unitedpowerbd.com</u>, E mail:info@unitedpowerbd.com

| PROXY FORM | | |
|--|---|--|
| /We | of | |
| | being the | |
| Member of United Power Generation & Distribution Comp | any Ltd. do hereby appoint Mr./Ms. | |
| of | | |
| as my/our PROXY to partic | ipate and vote on behalf of my/our at the | |
| Extra-Ordinary General Meeting of the Company to be held on Wednesda | ay, 09 November 2022 at 11:00 am (Dhaka | |
| Time) virtually by using digital platform through the following link https:/ | /meetbd.live/EGM2022UPGD and at any | |
| adjournment thereof. | EGM QR Code | |
| Signed this 2022 | | |
| Signature of the Member(s) | | |
| Number of Shares held | | |
| BO ID NO. | Signature of the Proxy | |

Notes:

- The "Proxy Form", duly filled, signed and stamped at BDT 20 must be sent through email to United Power Generation & Distribution Company Ltd. Share Once at mostak.ahmmed@united.com.bd; elias@united.com.bd or atiq@united.com.bd no later than 72 hours before commencement of the EGM.
- Signature of the Member(s) must be in accordance with the Specimen Signature recorded with the Company.

Revenue Stamp BDT 20 Signature Verified by

Authorized Signatory of the Company

Virtual Meeting Logistics



Date Wednesday, 09 November 2022



11:00 AM (Bangladesh Standard Time Dhaka)



Live Webcast https://meetbd.live/EGM2022UPGD





Scan code with a QR code reader-enable mobile phone to find out more about the company CORPORATE HEAD OFFICE
UNITED POWER GENERATION & DISTRIBUTION COMPANY LTD.

United House

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