

**RishiChem Distributors Pvt. Ltd.**

**Reg. Office :** A-701, Citi Point,  
J.B.Nagar, Andheri-Kurla Road,  
Andheri (East), Mumbai - 400 059. India  
**Tel :** +91-22-4040 3200  
**Fax :** +91-22-2826 6817  
**E-mail :** info@rishichem.com  
**CIN NO :** U51900MH1998PTC115640  
**www.rishichem.com**

TO ALL STAKE HOLDERS :

Dear Sir/Madam,

**Sub: In the matter of Scheme of Merger by absorption between Rishi Foods Private Limited (Transferor Company) and Rishichem Distributors Private Limited (Transferee Company) and their respective Shareholders in Company Application No. 755/MB.I/ 2020 U/s 230-232 of the Companies Act, 2013.**

We are pleased to inform you that Hon'ble National Company Law Tribunal, Mumbai Bench, has, at the hearing on 6<sup>th</sup> May, 2020, allowed the application of the Scheme of Merger by absorption between Rishi Foods Private Limited (Transferor Company) and Rishichem Distributors Private Limited (Transferee Company) and their respective Shareholders.

Further, pursuant to the direction contained in the Order dated 6<sup>th</sup> May, 2020, we are uploading the certified copy of the said order along with the Scheme of Merger by absorption between Rishi Foods Private Limited (Transferor Company) and Rishichem Distributors Private Limited (Transferee Company) and their respective Shareholders on our website.

This is just for your information.

Thanking you,

**For RishiChem Distributors Private Limited**

**Arvind M. Kapoor**  
**Director**  
**DIN - 00002704**

Encl. : NCLT Order dated 6th May, 2020



IN THE NATIONAL COMPANY LAW TRIBUNAL  
SPECIAL BENCH, MUMBAI

CA (CAA) No.755/MB.I/2020

*In the matter of*  
The Companies Act, 2013  
and

*In the matter of*  
Sections 230 and 232 of the  
Companies Act, 2013  
and

*In the matter of*  
Rishi Foods Private Limited  
(Transferor Company)  
and

Rishichem Distributors Private Limited  
(Transferee Company)  
and  
their respective shareholders

Rishi Foods Private Limited  
[CIN: U15490MH2000PTC127013] ...

Petitioner No.1/  
Transferor Company

Rishichem Distributors Private Limited  
[CIN: U51900MH1998PTC115640] ...

Petitioner No.2/  
Transferee Company

Order pronounced on 06<sup>th</sup> May 2020

*Coram:*

Shri Rajasekhar V.K.

: Member (Judicial)

Shri V. Nallasenapathy

: Member (Technical)

*Appearances (via videoconferencing):*

For the Petitioners

: Mr Hemant Sethi i/b Hemant  
Sethi & Co, Advocates.



IN THE NATIONAL COMPANY LAW TRIBUNAL  
SPECIAL BENCH, MUMBAI

CA (CAA) No.755/MB.I/2020

ORDER

Per: V. Nallasenapathy, Member (Technical)

1. This Court is convened by video conference today.
2. The Counsel for the Applicants states that the present Scheme is for amalgamation of a wholly-owned subsidiary, viz., Rishi Foods Private Limited (*Transferor Company*) with its holding company, viz., Rishichem Distributors Private Limited (*Transferee Company*) and their respective shareholders.
3. The Counsel for the Applicant Companies states that Scheme has been approved by the Board of Directors of the Applicant Companies in their respective meetings held on 3<sup>rd</sup> February 2020. The Appointed Date fixed under the Scheme is 01 April 2019.
4. The amalgamation of the Transferor Company with the Transferee Company would *inter alia* have the following benefits:
  - (a) *Greater integration and greater financial strength and flexibility for the Transferee Company, which would result in maximising overall shareholder value, and will improve the competitive position of the combined entity.*
  - (b) *Improved organisational capability and leadership, arising from the pooling of human capital that has the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.*
  - (c) *Cost savings are expected to flow from more focused operational efforts, rationalisation, standardisation and simplification of business processes, and the elimination of duplication, and rationalisation of administrative expenses.*





IN THE NATIONAL COMPANY LAW TRIBUNAL  
SPECIAL BENCH, MUMBAI

CA (CAA) No.755/MB.I/2020

*(d) The Transferee Company will have the benefit of synergy, optimum use of human relations, expertise, and stability of operations and would help to achieve economies of scale through efficient utilisation of resources and facilities.*

*(e) Simplified group and business structure.*

5. The Counsel for the Applicants submit that the First Applicant is presently engaged in the business of commission agent and functions as commission agent. The Second Applicant Company is engaged in the business of distribution of specialty Chemicals and Commission business.
6. The Counsel for the Applicants submit that there are two Equity Shareholders in the First Applicant Company and both the Equity Shareholders of the First Applicant Company have given their consent affidavits which are annexed at Annexures J-1 and J-2 to the Company Application.
7. In view of the fact that both the Equity Shareholders of the First Applicant Company have given consent affidavits, the meetings of the Equity Shareholders of the First Applicant Company are hereby dispensed with.
8. The Counsel for the Applicant submit that there are no Secured Creditors in the both the Applicant Companies therefore the question of sending notices does not arise.
9. The Counsel for the Applicant Companies submit that there are no Unsecured Creditors in the First Applicant Company therefore the question of sending notices does not arise.



10. The Counsel for Applicant Companies respectfully submits that:
- (a) Being a merger of wholly owned subsidiary company into its holding company, no shares would be issued or allotted as consideration pursuant to the merger. Accordingly, the rights of members of the Transferee Company are not affected since there will be no issue of shares pursuant to the Scheme and there would be absolutely no change in the equity share capital of the Transferee Company. Also, the present Scheme will not result in any dilution in shareholding of the shareholders of the Transferee Company;
  - (b) The rights of the creditors of the Transferee Company are not affected since there will be no reduction in their claims and the assets of the Transferee Company, post amalgamation, will be more than sufficient to discharge their claims;
  - (c) The existence of the Transferee Company will remain as before without any change either to its shareholding pattern or debt position pursuant to the Scheme.
11. The Counsel for the Applicant Companies submits that in view of above, no reconstruction or arrangement happens with its shareholders or creditors in the Transferee Company and thus, it does not require to hold either shareholders' meeting or creditors' meeting for approval of the proposed Scheme, in view of ratio laid down by this Tribunal in *CSA No 243 of 2017* in the matter of *Housing Development Finance Corporation Limited*, in *CSA No. 915 of 2017* in the matter of *Godrej Consumer Products Limited*, in *CSA No. 899 of 2017* in case of *Mahindra CIE Automotive Limited*, in *CSA No. 1019 of 2017* in case of *Godrej Properties Limited*, in *CSA No. 1615 of 2018* in case of *Dolvi Minerals and Metals Private Limited*, in *CSA No. 396 of 2019* in





*JSW Logistic Infrastructure Private Limited*, in CSA No. 1611 of 2019 in *CEAT Specialty Tyres Limited*, and in CSA No. 3123 of 2019 in *JAI Corp Limited*. The Counsel for the Applicant Companies submits that the facts in the present case are similar to the facts of above case therefore no meeting of shareholders and creditors of the Transferee Company is required to be convened. The Counsel for the Applicant Companies further clarifies that the Transferee Company will file petition and comply with the provisions of service of notices upon all Regulatory Authorities.

12. This Bench is of the view that the meeting of the equity shareholders and creditors can be dispensed with since the Transferor Companies are wholly-owned subsidiaries of the Transferee Company. The meetings of the Shareholders and Creditors of the Transferee company is hereby dispensed with.
13. The Applicant Companies are hereby directed to serve notices along with copy of the Scheme upon the concerned Income tax authorities under whose jurisdiction the assessments are made, through RPAD/Speed Post/Email/hand delivery, with a direction that they may submit their representations, if any, within a period of thirty (30) days from the date of receipt of such notice to the Tribunal and copy of such representations shall simultaneously be served upon the Applicant Companies, failing which, it shall be presumed that the authorities have no representations to make on the proposals. The Applicant Companies having the following PAN are directed to serve notices to the concerned Income Tax Authorities on following addresses:



IN THE NATIONAL COMPANY LAW TRIBUNAL  
SPECIAL BENCH, MUMBAI

CA (CAA) No.755/MB.1/2020

Rishi Foods Private Limited

PAN: AABCR8899N

Jurisdiction: Ward 3(3)(1)

Aaykar Bhawan, Mumbai

Rishichem Distributors Private Limited

PAN: AAACR7573G

Jurisdiction: Circle 11(1)(1)

Aaykar Bhawan, Mumbai

14. The Applicant Companies are further directed to serve notices along with copy of the Scheme upon the Central Government through (1) the office of Regional Director, Western region, Mumbai, Ministry of Corporate Affairs, and (2) Registrar of Companies, Maharashtra, Mumbai, pursuant to section 230(5) of the Companies Act, 2013 and as per rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, with a direction that they may submit their representations, if any, within a period of thirty days from the date of receipt of such notice to the Tribunal with copy of such representations shall simultaneously be served upon the Applicant Companies, failing which, it shall be presumed that the authorities have no representations to make on the proposals.
15. Additionally, the Transferor Companies are also directed to serve notice upon Official Liquidator, High Court, Bombay, pursuant to section 230(5) of the Companies Act, 2013 and as per rule 8 of the Companies (Compromises, Arrangements & Amalgamations) Rules, 2016. The Tribunal hereby appoints M/s SJ Agarwal & Associates, Chartered Accountants having their office at No.809, Topiwala Centre, off SV Road, Goregaon (West), Mumbai 400 062, to assist





IN THE NATIONAL COMPANY LAW TRIBUNAL  
SPECIAL BENCH, MUMBAI

CA (CAA) No.755/MB.I/2020

the Official Liquidator to scrutinise the books of accounts of the said Transferor Companies for the last five years and submit its report to the Tribunal. The aforesaid Company to pay fees of ₹35,000/- (Rupees thirty-five thousand only) for this purpose. If no representation is received by the Tribunal within a period of thirty days from the date of receipt of such notice, it will be presumed that the Official Liquidator has no representation to the proposed Scheme.

16. The Applicant Companies shall also serve notice upon sectoral regulators as may be applicable to the Applicant Companies pursuant to section 230(5) of the Companies Act, 2013 and as per rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. If no response is received by the Tribunal from such sectoral regulators within 30 days of the date of receipt of the notice it will be presumed that such sectoral regulators has no objection to the proposed Scheme.
17. The Applicant Companies shall host the notices on their respective websites, if any.
18. The Applicant Companies shall file a compliance report with the Registry in regard to the directions given in this Order in lieu of the customary affidavit of service, due to the lockdown situation prevailing now.
19. Ordered Accordingly. Pronounced in open court today.

Sd/-

V. Nallasenapathy  
Member (Technical)



Sd/-

Rajasekhar V.K.  
Member (Judicial)

Certified True Copy  
Copy Issued "free of cost"  
On 10-07-2020

Assistant Registrar



**SCHEME OF MERGER BY ABSORPTION**  
**OF**  
**RISHI FOODS PRIVATE LIMITED**  
**(THE "TRANSFEROR COMPANY")**  
**AND**  
**RISHICHEM DISTRIBUTORS PRIVATE LIMITED**  
**(THE "TRANSFeree COMPANY")**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS**  
**UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013 AND**  
**OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 AND**  
**RULES FRAMED THEREUNDER**

**A. PREAMBLE**

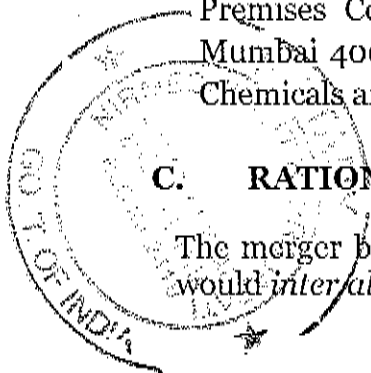
**This Scheme of Merger by Absorption** (hereinafter referred to as "the Scheme") is presented under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 ("the Act") for Merger by Absorption of Rishi Foods Private Limited with Rishichem Distributors Private Limited.

**B. DESCRIPTION OF COMPANIES AND BACKGROUND**

- I. RISHI FOODS PRIVATE LIMITED** (hereinafter referred to as the "the Transferor Company") is a private company, limited by shares incorporated under the provisions of the Companies Act, 1956 bearing CIN: U15490MH2000PTC127013 and having registered office at 65, Atlanta, Nariman Point, Mumbai 400 021. The Name of the Transferor Company was changed from Rubtrade Com (India) Private Limited to Rishi Foods Private Limited and office of Registrar of Companies, Maharashtra, Mumbai, issued a fresh Certificate of Incorporation, consequent on change of name, on 14h June, 2010. The Transferor Company is a wholly owned subsidiary of the Transferee Company as the entire paid-up equity share capital of the Transferor Company is held by the Transferee Company and its nominee. The Transferor Company is engaged in the business of commission agent and functions as commission agent
- II. RISHICHEM DISTRIBUTORS PRIVATE LIMITED** (hereinafter referred to as the "the Transferee Company") is a private company limited by shares incorporated under the provisions of the Companies Act, 1956 bearing CIN: U51900MH1998PTC115640 and having its registered office at A-701, Citipoint Premises Co-op. Society Ltd, J. B. Nagar, Andheri Kurla Road, Andheri (East) Mumbai 400 059. The Transferee Company is engaged in distribution of Specialty Chemicals and Commission business.

**C. RATIONALE FOR THE SCHEME**

The merger by absorption of the Transferor Company with the Transferee Company would *inter alia* have the following benefits:



- i) Greater integration and greater financial strength and flexibility for the Transferee Company, which would result in maximising overall shareholder value, and will improve the competitive position of the combined entity.
- ii) Improved organizational capability and leadership, arising from the pooling of human capital that has the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
- iii) Cost savings are expected to flow from more focused operational efforts, rationalization, standardization and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.
- iv) The Transferee Company will have the benefit of synergy, optimum use of human relations, expertise, and stability of operations and would help to achieve economies of scale through efficient utilization of resources and facilities.
- v) Simplified group and business structure

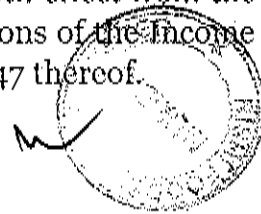
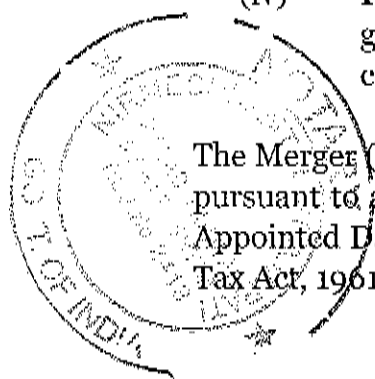
In view of the aforesaid, the Board of Directors of the Transferor Company and the Transferee Company have considered and proposed the merger by absorption of the entire undertaking and business of the Transferor Company with the Transferee Company in order to benefit the stakeholders of both the companies. Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme for the transfer and vesting of the entire undertaking and business of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 230 to 232 and other relevant provisions of the Companies Act, 2013.

#### D. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

- (i) **Part I** deals with definitions of the terms used in this Scheme and sets out the share capital of the Transferor Company and the Transferee Company, and effective date;
- (ii) **Part II** deals with the transfer and vesting of the **Undertaking** (as hereinafter defined) of the Transferor Company to and in the Transferee Company;
- (iii) **Part III** deals with Consideration, the accounting treatment for the Merger (by Absorption) in the books of the Transferee Company and dividends;
- (iv) **Part IV** deals with the dissolution of the Transferor Company and the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto.

The Merger (by Absorption) of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with the relevant provisions of the Income Tax Act, 1961 including but not limited to Section 2(1B) and Section 47 thereof.



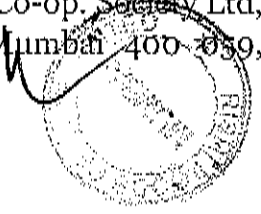
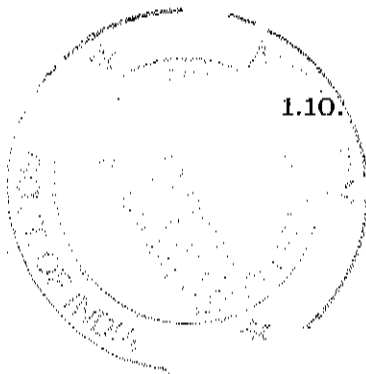


**PART I**  
**DEFINITIONS AND SHARE CAPITAL**

**1. DEFINITIONS**

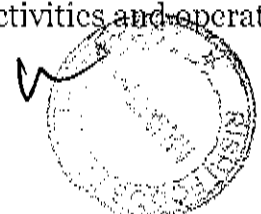
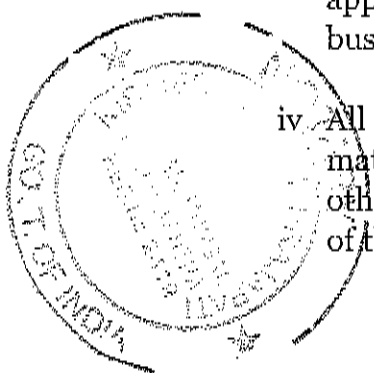
In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

- 1.1. **"Act" or "the Act"** means the Companies Act, 2013 and rules and regulations made thereunder, and includes any statutory re-enactment(s) or amendment(s) thereto, from time to time;
- 1.2. **"Appointed Date"** For the purpose of this Scheme and for Income Tax Act, 1961, the "Appointed Date" means the open of business hours on 1<sup>st</sup> April, 2019 or such other date as the National Company Law Tribunal may direct and fix;
- 1.3. **"Board of Directors" or "Board"** means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof;
- 1.4. **"Effective Date"** means the last of the dates on which the certified or authenticated copy of the orders of the National Company Law Tribunal sanctioning the Scheme are filed with the Registrar of Company. Any references in this Scheme to the date of **"coming into effect of this Scheme"** or **"effectiveness of this Scheme"** or **"Scheme taking effect"** shall mean the Effective Date;
- 1.5. **"Governmental Authority"** means any applicable central, state or local government, 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 over the territory of India including but not limited to Securities and Exchange of India, Stock Exchanges, Registrar of Companies, competition Commission of India, and the NCLT ;
- 1.6. **"NCLT"** means the National Company Law Tribunal, Mumbai Bench having jurisdiction in relation to both the Transferee Company and the Transferor Company;
- 1.7. **"Registrar of Companies" or "ROC"** means the Registrar of Companies, Mumbai, Maharashtra.
- 1.8. **"Scheme"** means this Scheme of Merger (by Absorption) between the Transferor Company and the Transferee Company and their respective shareholders as submitted to the NCLT together with any modification(s) approved or directed by the NCLT Mumbai Bench;
- 1.9. **"Transferor Company" means** Rishi Foods Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 65, Atlanta, Nariman Point, Mumbai 400 021, bearing CIN: U15490MH2000PTC127013
- 1.10. **"Transferee Company" means** Rishichem Distributors Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at A-701, Citipoint Premises Co-op. Society Ltd, J. B. Nagar, Andheri Kurla Road, Andheri (East) Mumbai 400 059, bearing CIN: U51900MH1998PTC115640



1.11. **"Undertaking"** means the whole of the undertaking and entire business of the Transferor Company as a going concern, including (without limitation):

- i All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, sundry debtors, furniture, fixtures, office equipment, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), and interests in its subsidiaries, cash balances or deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, know how, good will, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits), easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the Transferor Company and advantages of whatsoever nature and wheresoever situated in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad;
- ii All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, outstanding liabilities (including contingent liabilities), duties and obligations (if any) of the Transferor Company, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised;
- iii All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Company;
- iv All records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Company;





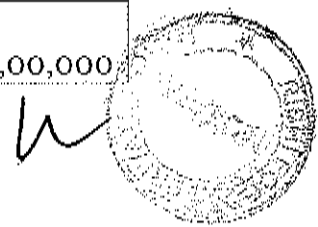
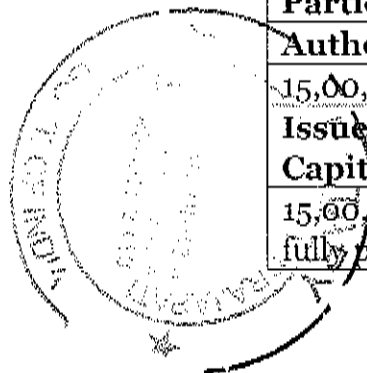
- v All permanent employees engaged by the Transferor Company as on the Effective Date.
- vi All quotas, rights, entitlements, export/import incentives and benefits including advance licenses, bids, tenders (at any stage as it may be), letters of intent, expressions of interest, development rights (whatever vested or potential and whether under agreements or otherwise), subsidies, tenancies in relation to office, benefit of any deposits privileges, all other rights, receivables, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements, including technological licensing agreements, and all other interests in connection with or relating thereto;
- vii All brand names, trademarks, trade names, patents and domain names, the intellectual property in relation to Trade and Services, dossiers copyrights, industrial designs, trade secrets, know-how; data, formulations, technology, methodology, manufacturing procedures and techniques, test procedures, product registrations, applications and authorizations and other intellectual property and all other interests exclusively relating to the goods or services being dealt with by the Transferor Company;
- viii All intellectual property rights created, developed or invented by employees concentrated on the research, development or marketing of products (including process development or enhancement) in connection with the Transferor Company;
- ix All benefits and privileges under letters of permission and letters, of approvals in respect of Special Economic Zones and Export Oriented Units and the benefits related thereto, all tax credits, including CENVAT credits, refunds; reimbursements, claims, exemptions, benefits under service tax laws, value added tax, purchase tax, sales tax or any other duty or tax or cess or imposts under central or state law including sales tax deferrals, advance taxes, tax deducted at source, right to carry forward and set-off unabsorbed losses, if any and depreciation, deductions and benefits under the Income-tax Act, 1961, as well as any recognition of the In-house Research and Development unit with the Department of Scientific & Industrial Research or any Government Authority;

## 2. SHARE CAPITAL

### 2.1. Transferor Company:

The authorised, subscribed and paid-up share capital of the Transferor Company as on March 31, 2019 was as under:

Particulars	Rs.
<b>Authorised Share Capital:</b>	
15,00,000 Equity Shares of Rs. 10/- each	1,50,00,000
<b>Issued, Subscribed and Paid up Share Capital:</b>	
15,00,000 Equity shares of Rs. 10/- each, fully paid-up	1,50,00,000



Subsequent to the balance sheet date there is no change in the Capital Structure of Transferor Company. Transferor Company is 100% subsidiary of the Transferee Company.

## 2.2. Transferee Company:

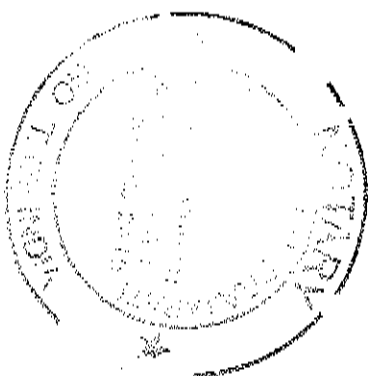
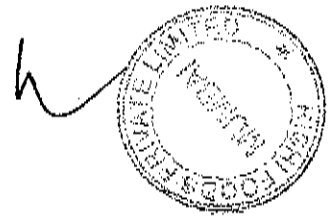
The authorised, subscribed and paid-up share capital of the Transferee Company as on March 31, 2019 was as under:

Particulars	Rs.
<b>Authorised Share Capital:</b>	
2,00,000 Equity Shares of Rs. 100/- each	2,00,00,000
<b>Issued, Subscribed and Paid-up Share Capital:</b>	
1,66,000 Equity Shares of Rs. 100/- each fully paid	1,66,00,000

Subsequent to the balance sheet date there is no change in the Capital Structure of Transferee Company.

## 3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modifications approved or imposed or directed by NCLT shall be effective from the Appointed Date but shall be operative from the Effective Date.





## PART II

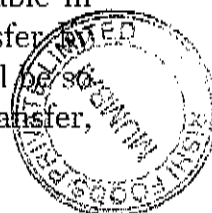
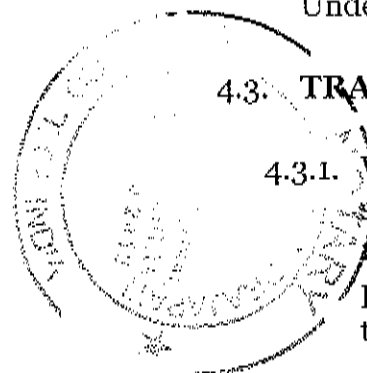
## TRANSFER AND VESTING OF UNDERTAKING

## 4. TRANSFER AND VESTING OF UNDERTAKING

- 4.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the sanction of this Scheme by NCLT and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, the Undertaking of the Transferor Company shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the Undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.
- 4.2. Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire Undertaking(s) of the Transferor Company, including all the debts, liabilities, losses, duties and obligations, including those arising on account of taxation laws and other allied laws of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties and assets, tangible or Intangible assets (whether or not recorded in the books of account of the Transferor Company) of the Transferor Company comprising, amongst others, all freehold land, leasehold land, building, plants, motor vehicles, manufacturing facilities, receivables, actionable claims, furniture and fixtures, computers, office equipment, electrical installations, generators, containers, telephones, telex, facsimile and other communication facilities and business licenses, licenses under Factories Act, manufacturing licenses, permits, deposits, authorisations, insurance cover of every description, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret, brands, registrations, licenses including Export Oriented Unit licences, Special Economic Zones registrations, marketing authorisations and other intellectual property rights, proprietary rights, title, interest, contracts, no objection certificates, deeds, bonds, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages and benefits, approvals, filings, dossiers, copyrights, industrial designs, trade secrets, know-how, data, formulations, technology, methodology, test procedures, brand names, trade names and domain names, and all other interests in connection with or relating to and product registrations, applications and authorisations for product registrations, and all other interests exclusively relating to the goods or services, , shall, under the provisions of Sections 230 to 232 of the Act, and pursuant to the orders of the NCLT sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking(s) of the Transferee Company.

## 4.3. TRANSFER AND VESTING OF ASSETS

- 4.3.1. Without prejudice to the provisions of Clause 4.1 & 4.2 above, in respect of such of the assets and properties of the Undertaking as are movable in nature or incorporeal property or are otherwise capable of transfer, physical delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company and shall, upon such transfer,

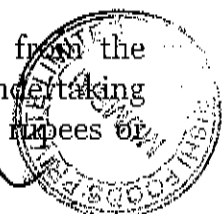
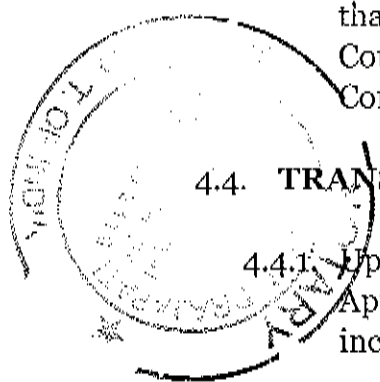


become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.

- 4.3.2. In respect of movables other than those dealt with in Clause 4.3.1 above including sundry debts, receivables, bills, credits, loans and advances of the Undertaking, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company.
- 4.3.3. All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.
- 4.3.4. The Transferor Company shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by NCLT, Mumbai Bench under and in accordance with Sections 230 and 232 and all other applicable provisions, if any, of the Act, the said debtors should pay to the Transferee Company the debt, loan or advance or make the same on account of the Transferor Company and the right of the Transferor Company to recover or realize the same stands extinguished.
- 4.3.5. All assets and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets and properties which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme. Provided however that no onerous assets shall have been acquired by the Transferor Company after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

#### 4.4. TRANSFER AND VESTING OF LIABILITIES

- 4.4.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities relating to and comprised in the Undertaking including all secured and unsecured debts (whether in Indian rupees or

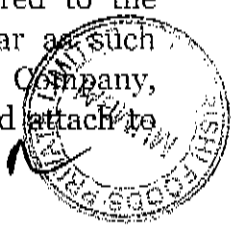
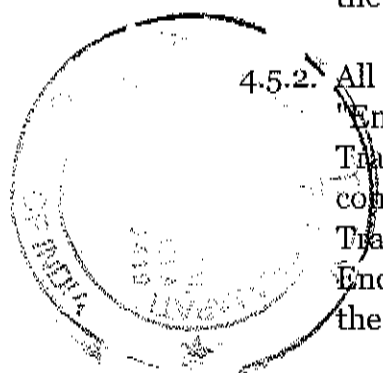


foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations (herein referred to as the "**Liabilities**"), shall, pursuant to the sanction of this Scheme by the NCLT under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.

- 4.4.2. All debts, liabilities, duties and obligations of the Undertaking as on the Appointed Date, whether or not provided in the books of Transferor Company, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Undertaking on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.
- 4.4.3. Where any such debts, loans raised, liabilities, duties and obligations of the Undertaking as on the Appointed Date have been discharged or satisfied by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
- 4.4.4. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Undertaking and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.

#### 4.5. ENCUMBRANCES

- 4.5.1. The transfer and vesting of the assets comprised in the Undertaking to and in the Transferee Company under Clause 4.3 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- 4.5.2. All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the Transferor Company on or after the Appointed Date, over the assets comprised in the Undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to





such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Company over its assets after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

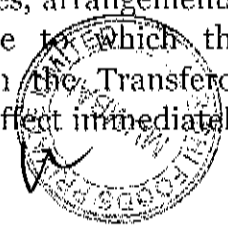
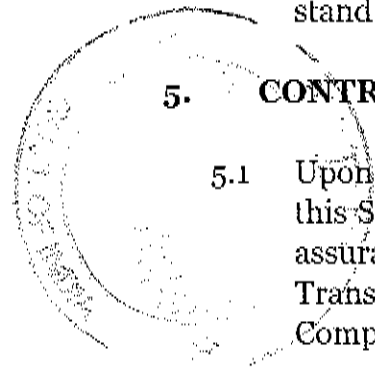
- 4.5.3. The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Undertaking transferred to and vested in the Transferee Company by virtue of this Scheme.
- 4.5.4. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Company to give formal effect to the above provisions, if required.
- 4.5.5. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.
- 4.5.6. It is expressly provided that, no other term or condition of the Liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 4.5.7. The provisions of this Clause 4.5 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

#### 4.6. INTER - SE TRANSACTIONS

Without prejudice to the provisions of above Clauses, with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes and on the coming into effect of this scheme, the same shall stand cancelled without any further act, instrument or deed.

#### 5. CONTRACTS, DEEDS, ETC.

- 5.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature to which the Transferor Company is party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or have effect immediately

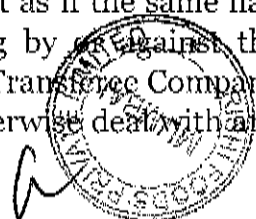
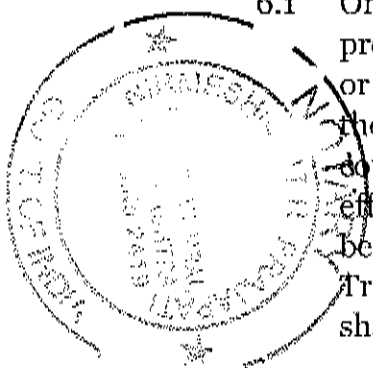


before the Effective Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee or obligor thereto or thereunder. The Transferee Company shall enter into and / or issue and / or execute deeds, writings or confirmation or enter into any tripartite arrangement, 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 clause, if so required or become necessary

- 5.2 As a consequence of the merger by absorption of the Transferor Company with the Transferee Company in accordance with this Scheme, the recording of change in name from the Transferor Company to the Transferee Company, whether for the purposes of any license, permit, approval or any other reason, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority without the requirement of payment of any transfer or registration fee or any other charge or imposition whatsoever
- 5.3 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.
- 5.4 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall without any further act or deed, stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall receive relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

## 6. LEGAL PROCEEDINGS

- 6.1 On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company. On and from the Effective Date, the Transferee Company shall have the right to initiate, defend, compromise or otherwise deal with any



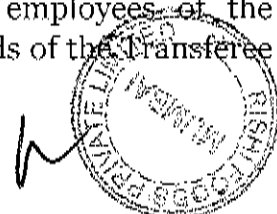
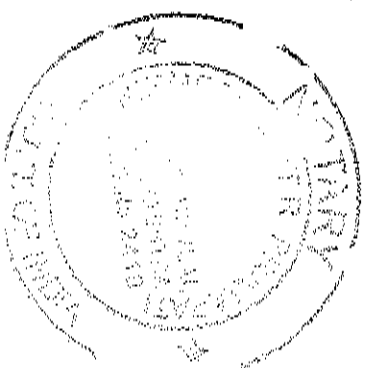
legal proceedings relating to the Undertaking, in the same manner and to the same extent as would or might have been initiated by the Transferor Company as the case may be, had the Scheme not been made; If any suit, appeal or other proceedings relating to the Undertaking, of whatever nature by or against the Transferor Company be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the Merger (by Absorption) of the Undertaking or by anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

## 7. STAFF, WORKMEN AND EMPLOYEES

### 7.1 Upon the coming into effect of this Scheme:

7.1.1 All the permanent employees of the Transferor Company who are in its employment as on the Effective Date shall become the permanent employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favourable than those on which they are engaged or employed by the respective Transferor Company. It is clarified that the employees of the Transferor Company who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company, unless otherwise determined by the Board of Directors of the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, validly entered into by the Transferor Company with any union/employee of the Transferor Company (as may be recognized by the Transferor Companies). After the Effective Date, the Transferee Company shall be entitled to vary the terms and conditions as to employment and remuneration of the employees of the Transferor Company on the same basis as it may do for the employees of the Transferee Company.

7.1.2 The existing provident fund, gratuity fund and pension and/or superannuation fund or trusts or retirement funds or benefits created by the Transferor Company or any other special funds created or existing for the benefit of the concerned permanent employees of the Transferor Company (collectively referred to as the "Funds") and the investments made out of such Funds shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Company or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute thereto, until such time as the Transferee Company creates its own funds at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Company shall be transferred to such funds of the Transferee Company.



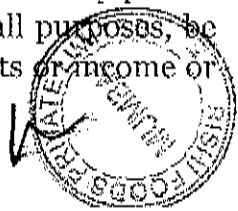
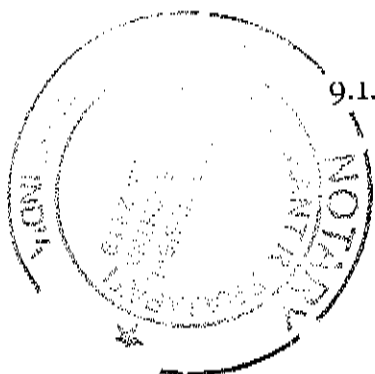


## 8 Treatment of Taxes

- 8.1 Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Maharashtra Value Added Tax Act, 2002, Central Sales Tax Act, 1956, any other state Sales Tax / Value Added Tax laws, service tax, Goods and Service Tax, luxury tax, stamp laws or other applicable laws/ regulations (hereinafter in this Clause referred to as "**Tax Laws**") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.
- 8.2 All taxes (including income tax, wealth tax, sales tax, excise duty, customs duty, service tax, Goods and service Tax, luxury tax, VAT, GST etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, goods and service tax, luxury tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.
- 8.3 Any refund under the Tax Laws due to Transferor Company consequent to the assessments made on Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 8.4 Without prejudice to the generality of the above, all benefits including under the income tax, sales tax, excise duty, customs duty, service tax, goods and service tax, luxury tax, VAT, GST etc., to which the Transferor Company is entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.

## 9 CONDUCT OF BUSINESS

- 9.1 With effect from the Appointed Date and up to and including the Effective Date:
- 9.1.1 The Transferor Company 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 Undertaking on account of, and for the benefit of and in trust for, the Transferee Company.
- 9.1.2 All the profits or income accruing or arising to the Transferor Company, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or income of



as the case may be, expenditure or losses (including taxes) of the Transferee Company.

9.1.3 Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertaking that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.

9.2 With effect from the first of the date of filing of this Scheme with the NCLT's and up to and including the Effective Date:

9.2.1 The Transferor Company shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group Company or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking or any part thereof save and except in each case in the following circumstances:

9.2.1.1 if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with NCLT; or

9.2.1.2 if the same is permitted by this Scheme; or

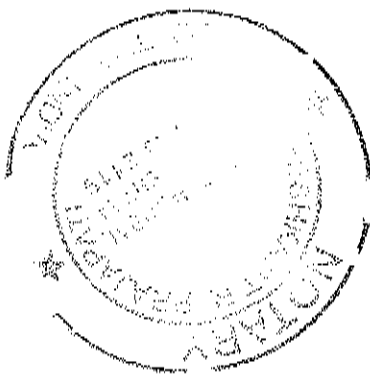
9.2.1.3 if consent of the Board of Directors of the Transferee Company has been obtained.

9.2.2 The Transferor Company shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to its business and operations other than decisions already taken prior to approval of the Scheme by the respective Board of Directors (ii) any agreement or transaction; and (iii) any new business, or discontinue any existing business or change the capacity of facilities; (iv) such other matters as the Transferee Company may notify from time to time save and except in each case in the following circumstances:

9.2.2.1 if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with NCLT; or

9.2.2.2 if the same is permitted by this Scheme; or

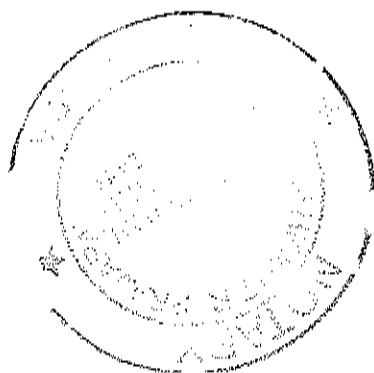
9.2.2.3 if consent of the Board of Directors of the Transferee Company has been obtained.



**10 SAVING OF CONCLUDED TRANSACTIONS**

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under Clause 4 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded 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 made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

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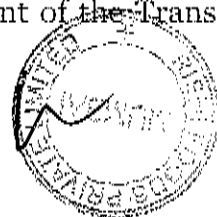
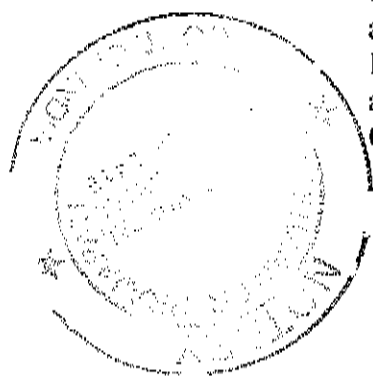




**PART III**  
**ACCOUNTING TREATMENT, CONSIDERATION AND DIVIDEND**

**11 ACCOUNTING TREATMENT**

- 11.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall account for the merger by absorption of the Transferor Company as per method prescribed under Accounting Standard 14 - 'Accounting for Amalgamations' i.e. The Pooling of Interests Method (merger by absorption / Amalgamations) issued by the Institute of Chartered Accountants of India and notified by the Central Government, **and the Transferee Company will pass such Accounting entries which are necessary in connection with the Scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8), to the extent applicable.**
- 11.2 All the assets and liabilities, including Reserves, of the Transferor Company shall be recorded in the books of account of the Transferee Company at their existing carrying amounts and in the same form as at the Appointed Date,
- 11.3 The investments in the share capital of Transferor Company in the books of accounts of Transferee Company shall stand cancelled,
- 11.4 All inter-corporate deposits/ loans and advances/ balances outstanding between the Transferee Companies and the Transferor Company, as on the Effective date shall stand cancelled and there shall be no further obligation in that behalf,
- 11.5 The difference between the amount recorded as share capital issued (plus any additional consideration in the form of cash or other assets) and the amount of share capital of the Transferor Company shall be adjusted to Reserves in the books of the Transferee Company,
- 11.6 The identity of statutory reserves of the Transferor Company, if any, shall be preserved and they shall appear in the financial statements of the Transferee Company in the same form and manner in which they appeared in the financial statements of the Transferor Company, prior to this Scheme becoming effective,
- 11.7 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy,
- 11.8 The merger by absorption of Transferor Company with the Transferee Company in terms of this Scheme shall take place with effect from the Appointed Date and shall be in accordance with the provisions of Section 2(1B) of the Income Tax Act, 1961.
- 11.9 If there is a surplus arising as a result of the difference, if any, of the value of the assets over the value of the liabilities of the Transferor Company, in accordance with this Scheme, the same shall be credited to the Capital Reserve Account of the Transferee Company and in the event of deficit, if any, the same shall be debited to the Goodwill Account of the Transferee Company.



12.1 The Transferor Company is wholly owned subsidiary of the Transferee Company and entire paid-up share capital of the Transferor Company is held by the Transferee Company directly and through its nominee.

12.2 On the Scheme coming into effect, the entire issued, subscribed and paid-up share capital of the Transferor Company shall, ipso facto, without any further application, act, deed or instrument stand extinguished and cancelled and no new shares of the Transferee Company will be issued or allotted with respect to the share held in the Transferor Company

12.3 COMBINATION OF AUTHORISED SHARE CAPITAL

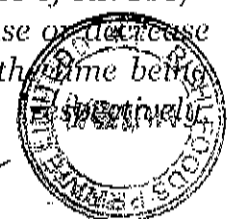
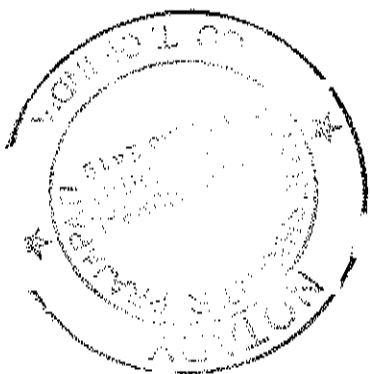
12.3.1 Upon the Scheme coming into effect, the authorised share capital of the Transferor Company shall stand transferred, re-organised, credited and merged with that of the Transferee Company in without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to Registrar of Companies, by an amount of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only), and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the Authorized Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 13, 14, 61, 64 of the Companies Act, 2013 or any other applicable provisions of the Company Act 2013, would be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the Transferor Company on its authorised share capital shall be utilized and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorised share capital and accordingly, the Transferee Company shall not be required to pay any fees / stamp duty on the authorised share capital so increased.

12.3.2 The capital clause being Clause -V of the Memorandum-of Association of the Transferee Company shall on the Effective Date stand substituted to read as follows:

*"The Authorised Share Capital of the Company is Rs.3,50,00,000(Rupees Three Crore Fifty Lakhs Only)divided into 3,50,000 (Three Lakhs Fifty Thousand) equity shares of Rs. 100/- (Rupees Hundred Only) each."*

12.3.3 And the share capital clause being Clause -4 of the Article of Association of the Transferee Company shall on the Effective Date stand substituted to read as follows:

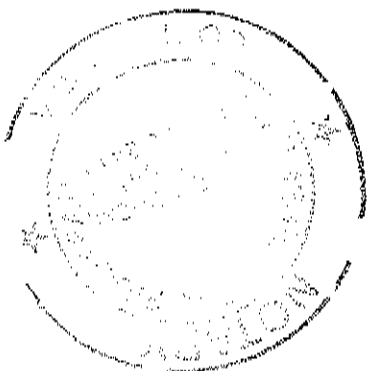
*"The Authorised Share Capital of the Company is Rs.3,50,00,000(Rupees Three Crore Fifty Lakhs Only)divided into 3,50,000 (Three Lakhs Fifty Thousand) equity shares of Rs. 100/- (Rupees Hundred Only) each, with power to increase or decrease the capital, to divide the shares in the capital for the time being into several classes, and to attach thereto respectively."*



*preferential, deferred, qualified or special rights or privileges, but so that where shares are issued with any preferential, but so that where shares are issued with any preferential or special rights attached thereto, such rights shall not (except where the terms of issue otherwise provide) be alterable otherwise than pursuant to the provisions contained in these Articles".*

**13 DECLARATION OF DIVIDEND**

- 13.1 During the period between the Appointed Date and up to and including the Effective Date, the Transferor Company shall not declare any dividend without the prior written consent of the Board of Directors of the Transferee Company.
- 13.2 For the avoidance of doubt, it is hereby declared that nothing in the Scheme shall prevent the Transferee Company from declaring and paying dividends, whether interim or final, to its equity shareholders as on the Record Date for the purpose of dividend and the shareholders of the Transferor Company shall not be entitled to dividend, if any, declared by the Transferee Company prior to the Effective Date.





## PART IV

**DISSOLUTION OF TRANSFEROR COMPANY AND GENERAL TERMS AND CONDITIONS****14 APPLICABILITY OF PROVISIONS OF INCOME TAX ACT**

14.1 The provisions of this Scheme as they relate to the amalgamation of Transferor Company with Transferee Company has been drawn up to comply with the conditions relating to 'Amalgamation' as defined under Section 2(1B) of the (Indian) Income-tax Act, 1961 (hereinafter referred to as IT Act). If any of the terms or provisions of the Scheme is/are found or interpreted to be inconsistent with the provisions of the said Section of the IT Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the IT Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act. Such modification will, however, not affect the other parts of the Scheme.

**15 DISSOLUTION OF TRANSFEROR COMPANY**

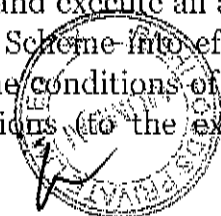
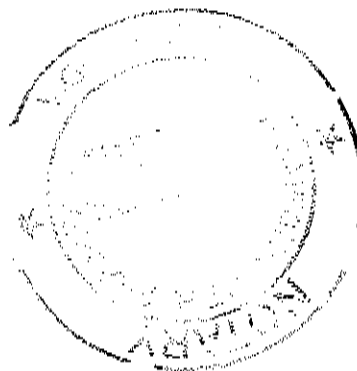
On the coming into effect of this Scheme, the Transferor Company shall stand dissolved without winding-up, and the Board of Directors of the Transferor Company shall without any further act, instrument or deed be and stand dissolved.

**16 VALIDITY OF EXISTING RESOLUTIONS, ETC.**

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

**17 MODIFICATION OF SCHEME**

17.1 Subject to approval of Jurisdictional NCLT, the Transferor Company and the Transferee Company by their respective Board of Directors or any director/executives authorised in that behalf (hereinafter referred to as the "**Delegate**") may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which Jurisdictional NCLT or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the Transferor Company and the Transferee Company may in their discretion accept, or such modification(s) or addition(s) as the Board of Directors of the Transferor Company and the Transferee Company or as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The Transferor Company and the Transferee Company by their respective Boards of Directors or Delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent



permissible under law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by NCLT or any Governmental Authorities, which the Board of Directors of the Transferor Company or the Transferee Company find unacceptable for any reason, then the Transferor Company and the Transferee Company shall be at liberty to withdraw the Scheme.

- 17.2 For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Delegates (acting jointly) of the Transferor Company and Transferee Company may give and are authorised to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any of the Transferor Companies) or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, 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. For the avoidance of doubt it is clarified that where this Scheme requires the approval of the Board of Directors of the Transferor Company or the Transferee Company to be obtained for any matter, the same may be given through their Delegates.

## 18 FILING OF APPLICATIONS

The Transferor Company and the Transferee Company shall use their best efforts to make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act, before the NCLT having jurisdiction for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

## 19 APPROVALS

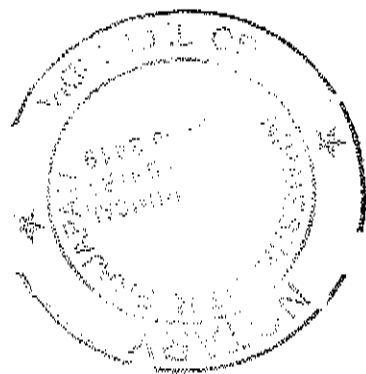
The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertaking and to carry on the business of the Transferor Companies.

## 20 SCHEME CONDITIONAL UPON SANCTIONS, ETC.

- 20.1 This Scheme is conditional upon and subject to:

20.1.1 The Scheme being agreed to by the requisite majority of the respective classes of members of the Transferor Company and of the Transferee Company as required under the Act and the requisite orders of the NCLT being obtained; and

20.1.2 The certified copies of the orders of the NCLT sanctioning this Scheme being filed with the Registrar of Companies, Maharashtra, Mumbai.



**21 COSTS, CHARGES, EXPENSES AND STAMP DUTY**

All costs, charges and expenses (including any taxes and duties) incurred or payable by the Transferor Company and Transferee Company in relation to or in connection with this Scheme and incidental to the completion of the Merger (by Absorption) of the Transferor Company with the Transferee Company in pursuance of this Scheme, including stamp duty on the orders of NCLT, if any and to the extent applicable and payable, shall be borne and paid by the Transferee Company.

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