VALENTINE

Date: 15th November, 2017

The Manager
Department of Corporate Services
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street, Fort,
Mumbai 400 001
BSE Scrip Code: 535467

The Assistant Vice President
Listing Department
National Stock Exchange of India Limited
Exchange Plaza, 5th Floor
Plot No. C/1, G Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051
NSE Scrip Symbol: AIFL

Ref: Scheme of Arrangement between Momai Apparels Limited with Ashapura Intimates Fashion Limited and their respective Shareholders and Creditors

Re: Disclosure of Material Event/Information under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir/ Madam,

Pursuant to provisions of Regulation 30 read with Schedule III of SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015, we would like to your kind attention that the Company has duly received the Certified True Copy of the Order dated September 28th, 2017 passed by National Company Law Tribunal on today i.e. 15th November, 2017.

Please find enclosed herewith the same.

Kindly acknowledge the receipt of the same and update in your records.

Thanking You.

Yours Faithfully,

For **Ashapura Intimates Fashion Limited**

Bhoomi Mewada
Company Secretary
and Compliance Officer

ASHAPURA INTIMATES FASHION LIMITED
THANE 421329 MUMBAI 400028

IN THE NATIONAL COMPANY LAW TRIBUNAL
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TCSP No. 202 of 2017
And
TCSP No. 203 of 2017
Along with
MA 358 OF 2017
And
MA 359 of 2017

Under Section 391 to 394 of CA, 1956 corresponding to Sections 230 to 232 of CA 2013

In the matter of Scheme of Arrangement between Momai Apparels Limited (Transferor Company) and Ashapura Intimates Fashion Limited (Transferee Company) and their respective shareholders and creditors

Momai Apparels Limited

Petitioner/Transferor Company

And

Ashapura Intimates Fashion Limited

Petitioner/Transferee Company

Judgment/Order delivered on 28th September , 2017

Coram:

Hon'ble **B.S.V. Prakash Kumar**, Member (J)
Hon'ble **V .Nallasenapathy Hon'ble**, Member (T)

For the Petitioner(s): Mr. Hemant Sethi i/b Hemant Sethi & Co
Mr. Ramesh Golap, Assistant Director in the office of Regional Director

Per: **B.S.V. Prakash Kumar, Member(J)**

Order

1. Heard the learned counsel for the Petitioner Companies.

2. Learned Counsel for the Petitioner Companies states that the Transferor Company had received an objection from Tex Corp Limited, the creditor of Transferor Company for an outstanding amount of Rs. 90,705/- on 6th June, 2017 and the same was filed with Hon'ble National Company Law Tribunal Mumbai bench. The counsel for the petition on instruction states that dues of the objecting creditor has been paid off and confirmation has been received from the said creditor.

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3. The sanction of the Tribunal is sought under Sections 230 and 232 of the Companies Act, 2013, to the Scheme of Arrangement between Momai Apparels Limited ("Transferor Company") and Ashapura Intimates Fashion Limited ("Transferee Company") and their respective shareholders and creditors.

4. Learned Counsel for the Petitioner Companies states that the Transferor Company is primarily engaged in the business of manufacturing, processing, buying, selling, exporting and dealing in all types of garments including silk, art silk, cotton, synthetics, man-made fabrics textiles and clothes.

5. The rationale for the scheme is:

   a. Backward intergration of business activities, thereby consolidation of business operations;
   b. Greater integeration and greater financial strength and flexibility for the amalgamated entity;
   c. Improved competitive position of the combined entity in the market;
   d. Greater efficiency in cash management, by cost reduction and unfettered access to cashflow generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholder value;
   e. Opportunity to leverage on brand, goodwill and combined assets, build a stronger sustainable business and enable optimal utilization of existing resources and provide an opportunity to fully leverage capabilities and experience of both the Companies;
   f. Accessibility to broader markets and improved organizational capability and leadership arising from pooling of human capital that has diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry; and
   g. Reduce regulatory compliance and multi-layer taxation of inter-se transaction.

6. The Transfror Company and the Transferee Company have approved the said Scheme of Arrangement by passing the Board Resolution which are annexed to the Company Scheme Petition filed by the Petitioner Companies.

7. Counsel appearing on behalf of the Petitioner Companies further states that the Petitioner Companies have complied with all requirements as per directions of the Hon'ble National Company Law Tribunal Mumbai bench and has filed necessary affidavits of compliance with the National Company Law Tribunal, Mumbai bench. Moreover, the Petitioner Companies through its Counsel

undertakes to comply with all statutory requirements if any, as required under the Companies Act, 1956 / 2013 and the Rules made there under whichever is applicable. The said undertaking given by the Petitioner Companies is accepted. Thre Counsel for the Petitioners submit that in view of provisions of section Section 232(3)(b) of the Companies Act, 2013 the Petitioner cannot hold shares in its own name or in the name of any Trust whether on its behalf or on behalf of any of its subsidiary or associate companies, therefore the Petitioners shall dispose of the shares in the open market in accordance with the applicable laws before giving effect to the scheme.

8. The Official Liquidator has filed a Report dated 6th of June, 2017 stating therein, that the affairs of the Transferor Company have not been conducted in a manner prejudicial to its members or to the public interest and that Tribunal may pass such other order or orders as deemed fit and proper.

9. The Regional Director has filed a Report dated 3rd of July, 2017 stating therein, that the Tribunal may take this report on record and pass such other order or orders as deemed fit and proper in the facts and circumstances of the case post considering the observations made at paragraphs IV (a) to (g) mentioned in his report.

In paragraphs IV (a) to (g), of the said Report it is stated that:-

"..

a) *In addition to compliance of AS-14 (IND AS-103) the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as (IND AS-8) etc.,*

b) *Regarding clause 9.8 of the Scheme it is submitted that the surplus if any arising out of the scheme shall be credited to Capital Reserve and deficit if any arising out of the same shall be debited to Goodwill Account and will not be adjusted against any Reserves of the Transafree Company.*

c) *Regarding Clause 8.4 & 9.9 of the Scheme it is submitted that the proviso to Section 232(3)(b) of the Companies Act, 2013 becoming effective w.e.f. 15.12.16 the Transferee Company shall not hold any shares in its own name or in the name of any Trust whether on its behalf or on behalf of any of its subsidiary or associate companies and any such shares shall be cancelled or extinguished. Accordingly, all relevant clauses of the Scheme are to be deleted.*

d) *As per existing practice, the Petitioner Companies are required to serve Notice for Scheme of Arrangements to the Income Tax Department for their comments. It appears that the company vide letter dated 03.04.2017 has served a copy company petition No.202-203/2017 along with relevant orders etc. Further, this Directorate has also issued a reminder letter dated 26.05.2017, to IT department.*

e) *The tax implication if any arising out of the scheme is subject to final decision of Income Tax Authorities. The approval of the scheme is by Hon'ble High*

Court may not deter the Income Tax Authority to scrutinize the tax return filed by the transferee Company after giving effect to the scheme. The decision of the Income Tax Authority is binding on the petitioner Company.

f) As per clause 1.7(b) of the scheme "Appointed Date" means April 1, 2016 Or such other date as may be approved by the Hon'ble High Court of Judicature at Bombay;" In this regard, it is submitted in terms of provisions of Section 232(6) of the Companies Act, 2013 it should be 1st April, 2016.

g) in view of the para 11 above it is not clear whether the company has fully satisfied the requirements of Bombay Stock Exchange Limited, National Stock Exchange of India and the requirements of SEBI for listed company. Accordingly, Hon'ble NCLT may pass appropriate order / order as deem fit."

10. As far as the observations made in paragraph IV (a) of the RD Report is concerned, Petitioner Companies through its Counsel undertakes that in addition to compliance of AS-14 (IND AS-103) the Transferee Company shall also pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as (IND AS-8) etc as may be applicable.

11. As far as the observations made in paragraph IV (b) of the RD Report is concerned, the Transferee Company through its Counsel submits that the Transferee Company undertakes that the surplus if any arising out of the scheme shall be credited to Capital Reserve and deficit if any arising out of the same shall be debited to Goodwill Account and will not be adjusted against any Reserves of the Transafree Company.

12. With reference to the observation set out in paragraphs IV (c) of the RD Report, the Petitioners through their Counsel undertakes that the Transferee Company shall not hold any shares in its own name or in the name of any Trust whether on its behalf or on behalf of any of its subsidiaries or associate companies and seeks leave to amend Scheme by deleting clause 8.4 and 9.9 of the Scheme. The said undertaking given by the Petitioner Companies are accepted.

13. In so far as observations made in paragraph IV (d) of the Report of Regional Director is concerned, theTrans feree Company through their counsel undertakes that the Transferee Company shall comply with all applicable provisions of the Income Tax Act and all tax issues arising out of the Scheme will be met and answered in accordance with law.

14. As far as the observations made in paragraph IV (e) of the RD Report is concerned, Petitioner Companies through its Counsel submits that the Petitioner Companies undertakes to comply with all applicable provisions of the Income

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Tax Act and all tax issues arising out of the Scheme will be met and answered in accordance with law.

15. As far as the observations made in paragraph IV (f) of the RD Report is concerned, Petitioner Companies through its Counsel clarifies that the Appointed date shall be 1st April 2016.

16. As far as the observations made in paragraph IV (g) of the RD Report is concerned, Petitioner Companies through its Counsel submits that as suggested by BSE Limited by their letters dated 28th April 2107, 17th May 2017, 23rd May 2017 and as per the undertkiang given by the Transferee Company, the Petitioners seeks leave of this Tribunal to amend Scheme by adding the following as clause nos 17.1 (e) :-

"The Company shall seek approval of Scheme of Amalgamation by shareholders through special resolution passed through postal ballot and e-voting, after disclosure of all material fact in explanatory statement sent to the shareholders. Further, the Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the proposal amount to atleast two times the number of votes cast by the public shareholders against it."

17. Amendment to the Scheme and all consequential amendments are allowed by inserting the above clasue and deleting clause 8.4 & 9.9 of the Scheme .

18. The Counsel for the Petitioenrs submit that both Transferee Company and Transferor Company has complied with SEBI Circular No. CRI/CFD/CMD/16/2015 dated November 30, 2015 and have also approved the Scheme through postal ballot and E voting on 28th February 2017. M/s Jaiprakash R Singh and Associates, practicing Company Secretary Mumbai have submitted the report to the Company on February 28, 2017. The Chairman of the Company had declared the result on Febraury 28, 2017 based on the report submitted by the Scrutinizer and the report were duly submitted to BSE Limited and National Stock Exchange Limited.

19. The observations made by the Regional Director have been explained by the Petitioner in paragraphs 9 to 16 above. The clarifications and undertakings given by the Petitioner Companies are hereby accepted.

20. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy.

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21. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition Nos. 202 & 203 of 2017 filed by the Petitioner Companies are made absolute in terms of prayer clause (a) of the respective Petitions and this Order shall be effective from the date on which certified copies of the order sanctioning this scheme are filed with the Registrar of Companies, Mumbai, by the Transferor Company and the Transferee Company.

22. Petitioner Companies are directed to file a copy of this order along with a copy of the Scheme of Arrangement with the concerned Registrar of Companies, electronically, along with E-Form INC-28, in addition to the physical copy within 30 days from the date of receipt of cerified copy of this order by the Registry.

23. The Transferee Company to lodge certified copy of this order and the Scheme duly certified by the Deputy Director, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of receipt of cerified copy of this order by the Registry.

24. The Petitioners in both the Companies to pay cost of Rs.25,000/- each to the Regional Director, Western Region, Mumbai. The petitioner in Transferor Company scheme petition no. 202 of 2017 to pay cost of Rs. 25,000/- to the official liquidator, High Court, Bombay.

25. Costs to be paid within four weeks from the date of receipt of order.

26. All authorities concerned to act on a certified copy of this order along with amended Scheme duly certified by the Deputy Director, National Company Law Tribunal, Mumbai Bench.

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

राष्ट्रीय कम्पनी विधि अधिकरण NATIONAL COMPANY LAW TRIBUNAL सत्यमेव जयते मुंबई न्यायपीठ MUMBAI BENCH

Sd/- Sd/-

V. Nallasenapathy, Member (T) **B.S.V. Prakash Kumar, Member (J)**

Certified True Copy
Copy Issued "free of cost"
On 15/11/2017

Deputy Director
National Company Law Tribunal, Mumbai Bench

SCHEME OF AMALGAMATION
OF
MOMAI APPARELS LIMITED
(TRANSFEROR COMPANY)
WITH
ASHAPURA INTIMATES FASHION LIMITED
(TRANSFEREE COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS PURSUANT TO SECTION391-394 OF THE COMPANIES ACT, 1956

1. INTRODUCTION

1.1 Preamble

This Scheme of Amalgamation ("Scheme") provides for amalgamation of Momai Apparels Limited ("Transferor Company") with Ashapura Intimates Fashion Limited ("Transferee Company"), both incorporated under the Companies Act, 1956 ("the Act"), pursuant to Sections 391 to 394 of the Act and other relevant provisions of the Act.

1.2 Description of the Transferor Company and the Transferee Company

- The Transferor Company:
  Momai Apparels Limited is a company incorporated under the provisions of the Act on January 21, 2010 and currently having its registered office at Shop No.305-309, 3rd Floor, Pacific Plaza Plot No.570, TPS IV, Off Bhawani Shankar Road, Mahim Division, Dadar-West, Mumbai – 400 028. The Corporate Identification Number of the Transferor Company is L18109MH2010PLC199178. The equity shares of the Transferor Company are listed on the SME Exchange of National Stock Exchange of India Limited i.e. NSE Emerge platform.

- The Transferee Company:
  Ashapura Intimates Fashion Limited is a company incorporated under the provisions of the Act on July 17, 2006 and currently having its registered office at Unit no 3/4, Pacific Plaza, Plot no 570, Masjid Gali, Off Bhavani Shankar Road, Dadar (W), Mumbai – 400 028. The Corporate Identification Number of the Transferee Company is L17299MH2006PLC163133. The equity shares of the Transferee Company are listed on BSE Limited and National Stock Exchange of India of India Limited.

1.3 Rationale for the Scheme

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- The Transferor Company is a subsidiary of Transferee Company by virtue of control over management of the Transferor Company, one of the leading companies in the loungewear. The Transferor Company is engaged in the business of manufacturing of non-branded Intimate garments such as loungewear, bridal night wear, honeymoon sets, bathrobes, night wear, sportswear, leggings, camisole, slips and women's innerwear.

- The Transferee Company is in the business of designing, branding, marketing and retailing Intimate garments such as loungewear, bridal night wear, honeymoon sets, bathrobes and night wear. Its products such as loungewear, bridal night wear, honeymoon sets and bathrobes under the brands "Valentine" and "N-Line" are available through large network of distributors to customers in India as well as other countries;

- The proposed merger of the Transferor Company with the Transferee Company would result in
  a) backward integration of business activities, thereby consolidation of business operations;
  b) greater integration and greater financial strength and flexibility for the amalgamated entity;
  c) improved competitive position of the combined entity in the market;
  d) greater efficiency in cash management, by cost reduction and unfettered access to cashflow generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholder value;
  e) opportunity to leverage on brand, goodwill and combined assets, build a stronger sustainable business and will enable optimal utilization of existing resources and provide an opportunity to fully leverage capabilities and experience of both the companies;
  f) accessibility to broader markets and improved organizational capability and leadership arising from pooling of human capital that has diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry; and
  g) reduce regulatory compliance and multi-layer taxation of inter-se transaction;

The proposed Scheme would be in the best interest of the shareholders, creditors and employees of the Transferor Company and the Transferee Company, resulting in enhancement of shareholders and other stakeholder's value.

1.4 In view of the aforesaid, the Board of Directors (as defined hereinafter) of the Transferor Company and the Transferee Company have considered and proposed the amalgamation for the transfer and vesting of the entire Undertaking (as defined hereinafter) and business of the Transferor Company into the Transferee

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Company and other matters herein, with an opinion that the amalgamation and other provisions of the Scheme would benefit the shareholders, employees and other stakeholders of the Transferor Company and the Transferee Company.

1.5 In furtherance of the aforesaid, this Scheme provides for:

a. the amalgamation of the Transferor Company with the Transferee Company;
b. the consequent issue of shares by the Transferee Company to the shareholders of the TransferorCompany; and
c. various other matters consequential or otherwise connected herewith pursuant to Sections 391 to 394 and other relevant provisions of the Act (as defined hereinafter) in the manner provided for in this Scheme.

1.6 The amalgamation of the Transferor Company with the Transferee Company will combine the business, activities and operations of the Transferor Company and the Transferee Company into a single company with effect from the Appointed Date (as defined hereinafter) and shall be in compliance with the provisions of the Income-tax Act, 1961, including Section 2(1B) thereof or any amendments thereto.

1.7 **Definitions:**

In this Scheme of Amalgamation, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

a. **"Act"** or **"the Act"** means the Companies Act, 1956 and the Companies Act, 2013, as applicable, and rules and regulations made thereunder and shall include any statutory modifications, amendments or re-enactment thereof for the time being in force. It is being clarified that as on the date of approval of this Scheme of Amalgamation by the Board of Directors of the Transferor Company and the Transferee Company, sections 391 to 394 of the Companies Act, 1956 continue to be in force with the corresponding provisions of the Companies Act, 2013 not having been notified. Accordingly, reference in this Scheme to particular provisions of the Act is reference to the particular provisions of the Companies Act, 1956. Upon such provisions standing re-enacted by enforcement of provisions of the Companies Act, 2013, such reference shall, unless a different intention appears, be construed as reference to the provisions so re-enacted;

b. **"Appointed Date"**means April 1, 2016 or such other date as may be approved by the Hon'ble High Court of Judicature at Bombay;

c. **"Board of Directors"** or **"Board"**means the Board of Directors of the Transferor Company or the Transferee Company, as the ease may be, and shall include a duly constituted committee thereof;

d. **"Court"** or **"High Court"**means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if and when applicable;

e. **"Effective Date"**means last of the dates on which the certified copies of the order sanctioning this Scheme of Amalgamation, passed by the High Court or such other competent authority, as may be applicable, are filed with the Registrar of Companies, by the Transferor Company and the Transferee Company or the date on which the shares of the Transferor Company has completed a period of 2 years of their listing on NSE Emerge platform. All 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;

f. **"New Equity Shares"**means new equity shares of the Transferee Company as referred to in Clause 8 herein below;

g. **"Record Date"**means the date, after the Effective Date fixed by the Board of Directors of the Transferor Company or any committee thereof in consultation with the Transferee Company, for the purpose of determining names of the equity shareholders, who shall be entitled to receive the New Equity Shares in the Transferee Company pursuant to Clause 8 of the Scheme, upon coming into effect of this Scheme;

h. **"Scheme"** or **"Scheme of Amalgamation"**means this Scheme of Amalgamation in its present form or with any modifications, approved or imposed or directed by the Board of Directors of the Transferor Company and the Transferee Company or by the High Court or any other relevant authority;

i. **"SEBI"**means the Securities and Exchange Board of India;

j. **"SEBI Circular"**means circular issued by SEBI, bearing reference number CIR/CID/CM D/16/2015 dated 30 November 2015 and any amendments thereto including the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;

k. **"Transferee Company"** means Ashapura Intimates Fashion Limited, a company incorporated under the provisions of the Act on July 17, 2006 and

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currently having its registered office at Unit no 3/4 Pacific Plaza, Plot no 570, Masjid Gali, Off Bhavani Shankar Road, Dadar-(W), Mumbai – 400 028;

l. **"Transferor Company"**means Momai Apparels Limited, a company incorporated under the provisions of the Act on January 10, 2010 and currently having its registered office at Shop No.305-309, 3rd Floor, Pacific Plaza Plot No.570, TPS IV, Off Bhawani Shankar Road, Mahim Division, Dadar-(W), Mumbai – 400 028;

m. **"Undertaking"** means the entire business and the whole of the undertakings of the Transferor Company as a going concern, all its assets, rights, licenses and powers, and all its debts, outstandings, liabilities, duties, obligations and employees as on the Appointed Date including, but not limited to, the following:

(i) All the assets and properties (whether moveable or immoveable, tangible orintangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including, but not limited to land (whether leasehold or freehold), computers, equipment, buildings and structures and other premises, offices and other equipment, stock-in-trade, capital work in progress, business commercial rights, sundry debtors, furniture, fixtures, interiors, office equipment, vehicles, appliances, trade investments and investments of all other kinds including shares or other securities held by the Transferor Company, interest free or interest bearing deposits including but not limited to rental security deposits including any other advances, cash balances or deposits with banks, fixed deposits and interest thereon, cheques on hand, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including but not limited to lease rights of the Transferor Company), lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, bids, tenders, development rights whether vested or potentialand whether under agreements or otherwise), municipal permissions, tenancies or license relation to the office and/or residential properties (including for the employees or other persons), guest houses, godowns, licenses, web portal and rights therein, fixed and other assets, intangible assets (including but not limited to software), trade and service names and brands, marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, rights to use and avail of

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telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, hinds, benefits of assets or properties or other interest held in trust, all documents, records and papers maintained in pursuance of applicable laws, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, title, interests, other benefits (including tax benefits), assets held by or relating to the Transferor Company, employee benefit plan, derivative instruments, forward contracts, insurance claims receivable, tax holiday benefit, incentives, credits (including tax. credits), minimum alternative tax credit entitlement, tax losses, rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate 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, in each case.

(ii) All agreements, rights, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trademarks, designs, quotas, rights, engagements, arrangements, authorities, allotments, security arrangements, benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Company's business activities and operations.

(iii) All intellectual property rights, engineering and process information, software licenses (whether proprietary or otherwise), drawings, records, files, books, papers, computer programmes, manuals, data, catalogues, sales and advertising material, lists of present and former customers and suppliers, customer' credit information and all other records and documents, whether in physical or electronic form, relating to the business activities and operations of the Transferor Company.

(iv) Amounts claimed by the Transferor Company whether or not so recorded in the books of account of the Transferor Company from any Governmental Authority, under any law, act, scheme or rule, as refund of any tax, duty, cess or of any excess payment.

(v) Rights to any claim not preferred or made by the Transferor Company in respect of any refund of tax, duty, cess or other charge, including any erroneous or excesspayment thereof made by the Transferor Company and any interest thereon, under any law, act, rule or scheme, and in respect of set-off, carry forward of unabsorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. whether under the Income Tax Act, 1961, the rules and regulations thereunder, or taxation laws of other countries, or any other or like benefits under the said acts or under and in accordance with any law or act, whether in India or anywhere outside India.

(vi) All debts (secured and unsecured), liabilities, duties, leases of the Transferor Company and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized. Provided that if there exists any reference in the security documents or arrangements entered into by the Transferor Company under which the assets of the Transferor Company stand offered as a security for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to the Transferor Company vested in the Transferee Company by the virtue of the Scheme. The Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in Transferee Company by virtue of the amalgamation. The Transferee Company shall not be obliged to create any further or additional security thereof after the amalgamation has become effective.

(vii) All other obligations of whatsoever kind, including liabilities of the Transferor Company with regard to their employees, with respect to the payment of gratuity, pension benefits and the provident fund or other compensation or benefits, if any, whether in the event of resignation, death, voluntary retirement or retrenchment or otherwise.

(viii) All permanent and temporary employees engaged by the Transferor Company at various locations.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and otherapplicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2 **DATE OF TAKING EFFECT**

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The amalgamation 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 inaccordance with Section 2 (1B) of the Income-tax Act, 1961, but shall be operative from the Effective Date.

3 **SHARE CAPITAL**

3.1 **Transferor Company:**

The Share Capital of the Transferor Company, as per the last audited accounts as on March 31, 2015is set below:

Authorised share capital	**Amount in Rs**
1,60,00,000equity shares of face value of Rs. 10 each	16,00,00,000
TOTAL	**16,00,00,000**
Issued, subscribed and paid-up share capital	
1,44,29,535 shares of face value of Rs. 10 each	14,42,95,350
TOTAL	**14,42,95,350**

As on the date of the Board meeting approving the Scheme, the Transferee Company holds 28,90,500 equity shares of Rs. 10/- each fully paid-up of the Transferor Company. Subsequent to March 31, 2015 there is no change in the issued, subscribed and paid up share capital of the Transferor Company.

3.2 **Transferee Company**

The share capital of the Transferee Company, as per the last audited accounts as on March 31, 2015 is as set out below:

Authorised share capital	**Amount in Rs**
2,30,00,000 shares of face value of Rs. 10 each	23,00,00,000
TOTAL	**23,00,00,000**
Issued, subscribed and paid-up share capital	
1,94,67,240 shares of face value of Rs. 10 each	19,46,72,400
TOTAL	**19,46,72,400**

Subsequent to March 31, 2015 there is no change in the issued, subscribed and paid up share capital of the Transferee Company.

3.3 The authorised share capital of the Transferor Company will be transferred to the Transferee Company as stated under Clause 14 of the Scheme. If required

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further, thereafter, upon the Scheme becoming effective, the Transferee Company will suitably enhance its authorised capital at the appropriate time.

3.4 The existing equity shares of the Transferor Company are listed on the SME platform of National Stock Exchange of India Limited i.e. NSE emerge platform. The existing equity shares of the Transferee Company are listed on BSE Limited and the National Stock Exchange of India Limited.

4 TRANSFER AND VESTING OF UNDERTAKING

4.1 Upon the coming into effect of the Scheme and with effect from the Appointed Date and pursuant to the provisions of Section 394 and other applicable provisions of the Act, if any, the Undertaking of the Transferor Company shall, without any further act, instrument or deed, be and stand transferred to and / or vested in or be deemed to have been and stand transferred to or vested in the Transferee Company as a going concern 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, together with all estate, rights, titles and interests and authorities including accretions and appurtenances therein including dividends, or other benefits receivable.

4.2 Without prejudice to the generality of Clause 4.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:

a. All assets and properties of the Transferor Company as on the Appointed Date and all assets andproperties which are acquired by the Transferor Company on or after the Appointed Date, shall be deemed to be and shall become the assets and properties of the Transferee Company, and shall under the provisions of Sections 391 to 394 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 pursuant to the provisions of Sections 391 to 394 of the Act.

b. In respect of such assets owned and belonging to the Transferor Company as movable in natureor are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company, and shall become the property of the Transferee Company in pursuance of the provisions of Section 394 and other applicable provisions of the Act.

c. In respect of movables other than those dealt with in Clause 4.2 (b) above including without any further act, instrument or deed of the Transferee

Company the sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositee, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company).

d. All consents, permissions, licenses, permits, quotas, approvals, certificates, clearances, authorities,leases, tenancy, assignments, allotments, registrations, incentives, subsidies, concessions, grants, rights, claims, liberties, special status, other benefits or privileges and any powers of attorney given by, issued to or executed in favour of the Transferor Company, and all rights and benefits which have accrued to the Transferor Company shall, under the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, stand transferred to and vested in, or shall be deem to be transferred to or vested in, the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, so as to become, as and from the Appointed Date, consents, permissions, licenses, permits, quotas, approvals, certificates, clearances, authorities, leases, tenancy, assignments, allotments, registrations, incentives, subsidies, concessions, grants, rights, claims, liberties, special status, other benefits or privileges and any powers of attorney of the Transferee Company which are valid, binding and enforceable on the same terms, 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.

4.3 Without prejudice to the generality of Clause 4.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:

All the liabilities including all secured and unsecured debts, sundry creditors, duties, obligationsand undertakings of the Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (the "Liabilities") shall, without any further act, instrument or deed, be and the same shall stand transferred to and vested in or deemed to have been transferred to and vested in the Transferee Company without any further act, instrument or deed, along with any charge, lien, encumbrance orsecurity thereon, and the same shall be assumed to the extent they

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are outstanding on the effective date so as to become as and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company and further that it shall not be necessary to obtain consent of any third party or other person who is a party to the contract or arrangements by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Scheme. Further, all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company 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.

i. Where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of the Transferor Company as on the Appointed Date be deemed to be transferred to the Transferee Company have been discharged by Transferor Company afterthe Appointed Date, such discharge shall be deemed to have been for and on account of the Transferee Company.

ii. All loans raised or used and all liabilities and obligations incurred by the TransferorCompany for the operations of the Transferor Company after the Appointed Date but prior to the Effective Date shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Transferee Company in which the Undertaking shall vest in terms of this Scheme and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Transferee Company and shall become the debts, liabilities, duties and obligations of the Transferee Company which shall meet discharge and satisfy the same.

4.4 The Transferor Company may, if required, give notice in such form as it may deem fit and properto each party concerned, that pursuant to the High Court sanctioning the Scheme, the said debt, loan, advance, etc. be paid or made good or held on account of the Transferee Company as the person entitled thereto and that the right to recover or realise the same is in substitution of the right of the Transferor Company.

4.5 The transfer and vesting of the assets comprised in the Undertaking to and in the TransfereeCompany under this Scheme shall be subject to the mortgages and charges, if any, affecting the same. All encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company which secures or relate to the Liabilities shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company. Provided that if any of the assets of the Transferor

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

4.6 Any existing, encumbrances over the assets and properties of the Transferee Company or any partthereof 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 of the Transferee Company and shall not extend or attach to all of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.

4.7 Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of thisScheme, the Transferor Company and the Transferee Company shall execute any instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and / or modification(s) of charge, with the Registrar of Companies having jurisdiction to give formal effect to the above provisions, if required. 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 by necessary implication.

4.8 Subject to the necessary consents being obtained in accordance with the terms of this Scheme, theprovisions of this Clause 4 shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document, all of which instruments, deeds or writings shall stand modified and / or superseded by the foregoing provisions.

4.9 Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the TransferorCompany under 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, only 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.

5 CONTRACTS, DEEDS AND OTHER INSTRUMENTS

5.1 Upon the coming into effect of this Scheme and subject to all the provisions of this Scheme, allcontracts, deeds, bonds, agreements, schemes, arrangements,

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assurances and other instruments of whatsoever nature to which the Transferor Company is a 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 the Transferee Company, as the case may be, and may be enforced as fully and effectively as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

5.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vestingof 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 tripartite agreements 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 the Scheme, be deemed to be authorised toexecute 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 to be carried out or performed.

5.3 The Transferee Company shall be entitled to the benefit of all insurance policies which may havebeen issued in respect of the Transferor Company and the name of the Transferee Company shall be substituted as "Insured" in the policies as ifthe Transferee Company was initially a party.

5.4 For avoidance of doubt and without prejudice to the generality of the applicable provisions of theScheme, it is clarified that with effect from the Effective Date and till such time that the name of the bank accounts of Transferor Company is replaced with that of Transferee Company, Transferee Company shall be entitled to operate the bank accounts of Transferor Company in the name of Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of Transferor Company after the Effective Date shall be accepted by the bankers of Transferee Company and credited to the accountof Transferee Company. It is hereby expressly clarified that any legal proceedings by or against Transferor Company in relation to the cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of Transferor Company shall be instituted, or as the case maybe, continued by or against Transferee Company after the coming into effect of this Scheme.

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6 **LEGAL PROCEEDINGS**

6.1 Upon coming into effect of this Scheme all suits, claims, actions and proceedings by or againstthe Transferor Company pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company as effectually as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company.

6.2 The Transferee Company will undertake to have all legal or other proceedings initiated by oragainst the Transferor Company referred to in Clause 6.1 above transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

7 **STANDSTILL PROVISIONS TILL EFFECTIVE DATE**

Upon approval of the Scheme by the board of directors of the Transferor Company and theTransferee Company and up to the Effective Date:

7.1 The Transferor Company shall be deemed to have been carrying on and shall carry on its businessand activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties, assets and liabilities pertaining to the Transferor Company for and on account of and in trust for the Transferee Company. The Transferor Company hereby undertakes to hold its said assets with utmost prudence until the Effective Date Further:

a. The Transferor Company shall carry on its business and other activities with reasonablediligence, business prudence and shall not without prior written consent of the TransfereeCompany alienate, charge, mortgage, encumber or otherwise deal with or dispose of its assets or any part thereof;

b. Transferor Company shall not enter into any contracts, agreements, understandings, negotiations, memorandum of understanding and any other commercial understandings which relate to the business of the Transferor Company unless Transferor Company has obtained prior written consent of the Transferee Company;

c. All the profits or incomes accruing or arising to the Transferor Company or expenditure orlosses arising or incurred (including the effect of taxes, if any, thereon) of the Transferor Company shall, after the Appointed Date for all purposes be treated and be deemed to be and accrued as the profits or incomes or expenditure or losses or taxes, as the case may be, of the Transferee Company;

d. 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.

e. All taxes (including income tax, sales tax, service tax, VAT, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Company and, insofar as it. relates to the tax payment (including, without limitation, sales tax, income tax, service 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 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.

7.2 Without prejudice to the provisions of this Scheme, with effect from the Appointed Date, allinter-party transactions between Transferor Company and Transferee Company, if any, shall be considered as intra-party transactions for all purposes, from the Appointed Date. Any income tax (including tax deducted at source or dividend distribution tax) or service tax paid in relation to such transaction shall, to the extent permissible by applicable law, be claimed as a refund.

7.3 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to theCentral/State Government and all other agencies, departments and authorities concerned as are necessary and as may be required under any law or rules, for such consents, approvals and sanctions, which the Transferee Company may require pursuant to this Scheme.

8 **ISSUE OF CONSIDERATION BY THE TRANSFEREE COMPANY**

8.1 Upon the effectiveness of the Scheme, in consideration of the transfer of and vesting of theUndertaking of the Transferor Company in the Transferee Company and in terms of the Scheme,the Transferee Company shall, without any further application, act, instrument or deed, issue and allot to the equity shareholders of the Transferor Company (whose names are registered in the Register of Members of the Transferor Company /register of beneficial owner with depository on the Record Date, or his /her/its legal heirs, executors or administrators or, as the case may be, successors):

10(Ten) fullypaid up Equity Shares of Rs 10/- each of the Transferee Company ("New Equity Shares") to the shareholders of the Transferor Company for every 27 (Twenty Seven) fully paid up Equity Shares of Rs. 10/- each held by them in the Transferor Company.

8.2 In the event of there being any pending share transfers, whether lodged or outstanding, of anyshareholder of the Transferor Company, the Board of Directors of the Transferee Company shallbe empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Transferor Company, after the effectiveness of this Scheme, The New Equity Shares to be issued by the Transferee Company pursuant to this Scheme in respect of any equity shares of the Transferor Company which are held in abeyance under the provisions of the Act or otherwise shall pending allotment or settlement of dispute by order of Court or otherwise, he held in abeyance by the Transferee Company.

8.3 Where New Equity Shares are to be allotted to heirs, executors or administrators or, as the casemay be, to successors of deceased equity shareholders of the Transferor Company, the concerned heirs, executors, administrators or successors shall be obliged to produce evidence of title satisfactory to the Board of Directors of the Transferee Company.

8.4 New Equity Shares issued in terms of the Scheme shall, in compliance with the applicableregulations, be listed and/ or admitted to trading on the relevant stock exchange(s) in India where the equity shares of Transferee Company are listed and admitted to trading. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of such stock exchanges where the shares / securities of the Transferee Company are listed. The New Equity Shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing/trading are provided by the relevant stock exchanges.

8.5 Upon the New Equity Shares being issued and allotted to the shareholders of TransferorCompany, the shares held in the Transferor Company by the said members of Transferor Company, including the Transferee Company, whether in the physical form or in the dematerialized form, shall be deemed to have been automatically cancelled and be of no effect, without any further act, deed or instrument.

8.6 In so far as New Equity Shares are concerned, the same will be distributed in dematerialized formto the equity shareholders of the Transferor Company, provided all details relating to the account with the depository participant are available to the Transferee Company. All those equity shareholders who hold equity shares of the Transferor Company and do not provide their details relating to the account with the depository participant will be distributed New Equity

Shares in the physical/certificate form unless otherwise communicated in writing by the shareholders on or before such date as may be determined by the Board of Directors of the Transferee Company or committee thereof.

8.7 Upon the coming into effect of the Scheme, the New Equity Shares of the Transferee Company to beissued and allotted to the members of the Transferor Company as provided in the Scheme shall be subject to the provisions of the memorandum of association and articles of association of the Transferee Company and the New Equity Shares shall rank pari passu from the date of allotment in all respects with the existing equity shares of the Transferee Company including entitlement inrespect of dividends. The issue and allotment of New Equity Shares by the Transferee Company to the members of the Transferor Company as provided in this Scheme is an integral part hereof and shall be deemed to have been carried out pursuant to the Act.

8.8 Approval of the Scheme by the shareholders ofthe Transferee Company shall be deemed to be duecompliance with the provisions of Section 62of the Companies Act, 2013 and other relevant and applicable provisions of the Act for the issue and allotment of shares by the Transferee Company to the shareholders of the Transferor Company, as provided in this Scheme.

8.9 If any shareholder of the Transferor Company becomes entitled to any fractional shares,entitlements or credit on the issue and allotment of equity shares by the Transferee Company in accordance with clause 8.1 of this Scheme, the Board of Directors of the Transferee Company shall consolidate all such fractional entitlements and shall, without any further application, act, instrument or deed, issue and allot such consolidated equity shares directly to an individual trust or a board of trustees or a corporate trustee nominated by the Transferee Company (the 'Fractional Entitlement Trustee"), who shall hold such equity shares with all additions or accretions thereto in trust for the benefit of the respective shareholders, to whom they belong and their respective heirs, executors, administrators or successors for the specific purpose of selling such equity shares in the market at such price or prices and on such time or times, as the Fractional Entitlement Trustee who shall hold the same as a trustee for and on behalf of such shareholders of the Transferor Company, and shall dispose off the same and distribute the proceeds thereof to such shareholders in proportion to and in lieu of their respective fractional entitlements.

8.10 Without prejudice to Clause 14, the Transferee Company shall, if necessary and to the extent required, increase / alter its Authorized Share Capital to facilitate issue of New Equity Shares under this Scheme.

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9 **ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY**

On the Scheme taking effect, the Transferee Company shall account for amalgamation of the Transferor Company with the Transferee Company in its books of account with effect from the Appointed Date as under:

9.1 The Transferee Company shall account for amalgamation of the Transferor Company withthe Transferee Company in its books of account in accordance with "Pooling of Interest Method" of accounting as per Accounting Standard 14- "Accounting for Amalgamations" (AS-14) as notified under Section 133 of the Companies Act, 2013 read together with paragraph 7 of the Companies (Accounts) Rule, 2014.

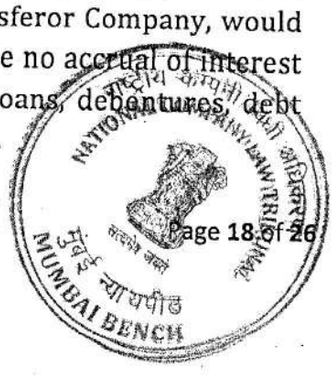
9.2 All the assets recorded in the books of account of the Transferor Company as on the Appointed Date and transferred to and vested in the Transferee Company, subject to clause 9.6 and clause 9.7, pursuant to the Scheme shall be recorded by the Transferee Company at their respective book values and in the same form.

9.3 All the liabilities recorded in the books of account of the Transferor Company as on the Appointed Date and transferred to and vested in the Transferee Company, subject to clause 9.6 and clause 9.7, pursuant to the Scheme shall be recorded by the Transferee Company at their respective book values and in the same form.

9.4 The identity of the reserves of the Transferor Company, if any, to the extent possible shall be preserved and they shall appear in the financial statement of the Transferee Company in the same form and manner, in which they appeared in the financial statement of the Transferor Company, prior to this Scheme becoming effective. Accordingly, if prior to this Scheme becoming effective there is any reserve in the financial statement of the Transferor Company available for distribution as dividend, the same would also be available in the financial statement of the Transferee Company for distribution as dividend on and after the Effective Date.

9.5 The face value of the New Equity Shares of the Transferee Company issued to the members of the Transferor Company in accordance with Clause 8, including the New Equity Shares issued in accordance with clause 8.4 above shall be credited to the equity share capital account in the books of the Transferee Company.

9.6 Inter-company balances (whether as inter-corporate loans or otherwise) between the Transferor Company and the Transferee Company if any, other than investments held by the Transferee Company in the Transferor Company, would stand cancelled. For the removal of doubts, there would be no accrual of interest or other charges in respect of any such inter-company loans, debentures, debt securities or balances with effect from the Appointed Date.



9.7 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted against the reserve account 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.

9.8 The surplus arising between (A) the aggregate values of assets of the Transferor Company acquired and recorded by the Transferee Company in terms of clause 9.1 or cancelled in terms of in terms of clause 9.6after making necessary adjustments as per clause 9.7 above; and (B) the aggregate of (a) the liabilities of the Transferor Company acquired and recorded by the Transferee Company in terms of clause 9.3or cancelled in terms of in terms of clause 9.6 after making necessary adjustments as per clause 9.7 above, (b) amount recorded as share capital issued and allotted as per clause 11, (c) reserves of the Transferor Company recorded by the Transferee Company as per clause 9.4, and (d) the reduction in the value of investmentsin the shares of the Transferor Company in the books of the Transferee Company, shall be credited to the Capital Reserve Account of the Transferee Company. In case of deficit, as computed above, such deficit shall be debited to the Reserves of the Transferee Company.

10 **DIVIDEND AND SHARE ISSUANCES**

From the date of approval of the Scheme by the Board of Directors of theTransferor Company to the Effective Date:

10.1 Except with the prior written consent of the Transferee Company, the Transferor Company shall not declare/ pay dividend, with respect to its equity shares. However, prior written consent of the Transferee is not required, if the Transferor Company declare/pay dividend to its equity shareholders for the financial year ended 31 March 2016 equal to or to the extent of dividend declared during immediately preceding financial year ending on 31 March 2015, subject to that such dividend for financial year 2016 is paid in the similar month of 2016 as compared with that of 2015.

10.2 The Transferor Company, except as mentioned otherwise in this Scheme shall not issue or allot any shares, right shares, bonus shares or any other security or obtain any financial assistance converting into equity or other share capital, unless agreed to by the Board of Directors of the Transferee Company.

10.3 Until the coming into effect of this Scheme, the holders of equity shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in thisschemecontinue to enjoy their existing respective rights under their respective Articles of Association. It is clarified that, the

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aforesaid provisions in respect of 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 Company and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.

11 **BRANDS AND TRADEMARK**

11.1 Upon the effectiveness of the Scheme, the Transferee Company will be entitled to all the brands and trademarks of the Transferor Company including registered and unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations, copyrights, trademarks and all such other industrial or intellectual rights of whatsoever nature. The Transferee Company may take such actions as may be necessary and permissible to get the same transferred and / or registered in the name of the Transferee Company.

12 **TRANSFEROR COMPANY EMPLOYEE**

12.1 Upon the Scheme coming into effect and with effect from the Appointed Date, all permanentemployees (including deputed employees) of the Transferor Company as on the Effective Date, 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 are engaged or employed by the Transferor Company, so as to become the employees of the Transferee Company. TheTransferee 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 recognized by the Transferor Company.

12.2 It is provided that so far as the 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 Company are concerned, upon the coming into effect of this Scheme, the Transferee Company shall stand substituted for the Transferor Company 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 in respect of such benefits in accordance with 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 all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes, funds or benefits shall

become those of the Transferee Company. Without prejudice to the generality of the foregoing, any such 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. Such 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 on fund with respect to any such hinds of the Transferor Company, 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. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the 'purpose of the aforesaid schemes, funds, benefit plans or policies. The Transferor Company and the Transferee Company shall undertake all the necessary steps and / or formalities as may be required to be carried out be done by the for transfer of such fund / assets / value, etc. to the Transferee Company in this regard.

13 DISSOLUTION OF THE TRANSFEROR COMPANY AND VALIDITY OF RESOLUTIONS

13.1 Upon the effectiveness of this Scheme, the Transferor Company shall be dissolved without winding up, and the Board of Directors and any committees thereof of the Transferor Company shall without any further act, instrument or deed be and stand dissolved.

13.2 Upon the coming into effect of this Scheme, the resolutions, and other actions undertaken by the Transferor Company including the approvals that may have been obtained by the Transferor Company from its shareholders under provisions of Section 180, Section 186, approvals that may have been obtained for payment of managerial remuneration under the Act and 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.

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14 **AMENDMENT TO MEMORANDUM OF ASSOCIATION OF THE TRANSFEREE COMPANY**

Combination and reclassification of Authorised Share Capital

14.1 As an integral part of the Scheme, and, upon coming into effect. of the Scheme, the authorizedshare capital of the Transferor Company, as on the Effective Date, shall be added to the authorized share capital of the Transferee Company as on the Effective Date, without any further act or deed and without any further payment of the stamp duty or the registration fees and Clause V of the memorandum of association of the Transferee Company shall be altered accordingly.

14.2 After taking into effect of the aggregation of authorised capital pursuant toclause 14.1 above, Clause V of the Memorandum of Association of Transferee Company will be increased as under:

Authorised share capital	Amount in Rs
3,90,00,000 Equity Shares of face value Rs. 10 each	39,00,00,000
TOTAL	**39,00,00,000**

14.3 Clause V(a) of the memorandum of association of the Transferee Company shall, without any further act or deed, be substituted by the following clause:
The Authorized Share Capital of the Company is Rs. 39,00,00,000/- divided into 3,90,00,000 equity shares of Rs. 10/- each.

14.4 Pursuant to this Scheme, the Transferee Company shall file the requisite forms with the Registrarof Companies for alteration of its authorized share capital.

14.5 It is hereby provided that the amendment under this Clause shall become operative on the Schemebeing effective by virtue of the fact that the shareholders of the Transferee Company, while approving the Scheme as a whole, have approved and accorded the relevant consents as required under the Act and shall not be required to pass separate resolutions as required under the Act. 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 and re-classified 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 and re-classified.

14.6 The approval of this Scheme by the shareholders of the Transferor Company and Transferee Company under Sections 391-394 of the Act shall be deemed to be the approvals under Section 13 and 61 of the Companies Act 2013 and other applicable provisions of the Act.

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15 APPLICATION TO THE HIGH COURT

The Transferor Company and the Transferee Company shall make joint applications/petitions, if allowed, under Sections 391 to 394 and other applicable provisions of the Act to the High Court of Bombay for sanctioning of this Scheme and for dissolution of the Transferor Company without winding up under the provisions of Act and to obtain all approvals as may be required under law.

16 MODIFICATIONS, AMENDMENTS TO THE SCHEME

16.1 If at any time the High Court or any regulatory authority, including the Stock Exchanges or SEBI,suggests or requires material modifications or amendments to the Scheme, such modifications or amendments shall not be binding on the Transferor Company and the Transferee Company except with their prior consent provided, however, that where any modification or amendment relates to severance or non-approval of any part of the Scheme, which part is capable of otherwise being lawfully performed in accordance with the agreement between the Transferor Company and the Transferee Company, the Transferor Company and the Transferee Company shall perform such part accordingly.

16.2 The respective Boards of Directors of the Transferor Company and the Transferee Company may empower a committee or any individual director or officer of the respective companies to discharge all or any of the powers and functions, which the said Boards of Directors / their Authorised Representatives are entitled to exercise and perform under the Scheme.

16.3 Subject to the foregoing, the Transferor Company (by any of its Directors / Authorised Representatives) and the Transferee Company (by any of its Directors / Authorised Representatives):

a. may in its full and absolute discretion assent from time to time on behalf of all persons concerned to any modifications or amendments or addition to this Scheme or to any conditions or limitations which the High Court or any authorities under the law may deem fit to approve of or impose and / or to resolve any doubt or difficulties that may arise for carrying out thisScheme and to do and execute all such acts, deeds, matters and things as may be necessary, desirable or proper for carrying the Scheme into effect.

b. 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;

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c. for the purpose of giving effect to this Scheme or to any modifications or amendments thereof, may give and are authorised to give all such directions that are necessary or are desirable including directions for settling any doubts or difficulties that may arise.

d. mutually agree to modify any of the terms of this Scheme, subject to approval of the High Court in future to settle any of the difficulties or to implement the provisions of this Scheme smoothly and hassle free manner, if such need arises and for all purposes the Effective Date for such subsequent modified scheme shall be the same as specified in this Scheme.

17 SCHEME CONDITIONAL UPON APPROVALS/ SANCTIONS

17.1 This Scheme is conditional upon and subject to:

a. The Scheme being approved by the requisite majorities in number and value of such classes of shareholders and / or creditors of the Transferor Company and the Transferee Company as may be directed by the High Court and by way of postal ballot and e-voting in compliance with the guidelines issued by Securities and Exchange Board of India and in particular vide SEBI Circular No. CIR/CFD/CMD/16/2015 dated November 30, 2015or any modification to the same;

b. The Scheme being sanctioned by the High Court;

c. The certified copy or authenticated copy of the order(s) of the High Court sanctioning the Scheme being filed with the Registrar of Companies having jurisdiction over the Transferor Company and the Transferee Company.

d. Any other consents, approvals, permissionsor sanctions from a Governmental Authority or any other statutory authority, as may be required by law for the implementation of the Scheme being obtained;

e. The Company shall seek approval of Scheme of Amalgamation by shareholders through special resolution passed through postal ballot and e-voting, after disclosure of all material fact in explanatory statement sent to the shareholders. Further, the Scheme shall be acted upon only if the votes cast by the public shareholders in favor of the proposal amount to at least two times the number of votes cast by the public shareholders against it.

18 TAXES / DUTIES / CESS ETC.

18.1 Upon the Scheme coming into effect the Transferee Company will be successor of the Transferor Company. The unutilized credits relating to excise duties paid on inputs lying to the account of Transferor Company as well as the unutilized

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credits relating to service tax paid on input services consumed by the TransferorCompany, as may be applicable shall be transferred to the Transferee Company automatically without any specific approval or permission as an integral part ofthe Scheme.

18.2 Upon the Scheme coming into effect, income taxes of whatsoever nature including advance tax, self-assessment tax, regular assessmenttaxes, tax deducted at source, Alternative Minimum Tax, Minimum Alternative Tax, wealth tax, if any, paid by the Transferor Company shall be treated as paid by the Transferee Company and it shall be entitled to claim the credit, refund adjustment for thesame as may be applicable. MAT credit available with the Transferor Company under the Income Tax Act, 1961, if any, shall be available to the Transferee Company.

18.3 If the Transferor Company is entitled to any benefits under incentive schemes and policies, it isdeclared that the benefits under all such incentive schemes and policies shall be transferred to and vested in the Transferee Company, The Transferee Company shall be entitled to deduction of book losses or depreciation, whichever is lower, (if any) for the purpose of calculation of MAT for the Transferee Company.

18.4 Upon this Scheme being effective, the Transferee Company is expressly permitted to revise andfile its income tax returns and other statutory returns, including tax deducted / collected at source returns, service tax returns, excise tax returns, sales tax / 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 etc., if any. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have expired.

19 EFFECT OF NON-RECEIPT OF APPROVAL/SANCTION

In the event any of the conditions, sanctions and/or approvals referred to in Clause 17 above have not been satisfied or obtained, as the case may be, and/or the Scheme has not been sanctioned by the High Court and/or the Order has not been passed as aforesaid on or before March 31, 2017, or such other date as mutually agreed by the Boards of Directors of the Transferee Company and the Transferor Company ("Long Stop Date"), either the Transferor Company or the Transferee Company may opt to terminate this Scheme. If the Transferor Company and the Transferee Company jointly opt to withdraw/terminate this Scheme, this Scheme shall stand revoked, cancelled and be of no effect, and in that event no rights and liabilities whatsoever shall accrue to or be incurred or claimed inter se by the parties or their shareholders or creditors or employees or any other person. Provided however, that the right to terminate this Scheme shall not be available to the Transferor Company, if the Transferor Company's failure to fulfill any obligation mutually agreed with the Transferee Company shall have

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been the cause of, or shall have resulted in, the failure of the Effective Date to occur on or prior to the Long Stop Date. In case of termination, the Transferor Company and the Transferee Company shall bear it's owns costs and expenses or as may be mutually agreed.

20 · 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 Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

20 COST

Subject to the provisions of Clause 19 of this Scheme, all costs, charges and expenses (including but not limited to, any taxes and duties, stamp duty, registration charges, etc.) of / payable by the Transferor Company and the Transferee Company in relation to or in connection with the Scheme and incidental to the completion of amalgamation of the Transferor Company with the Transferee Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.

Certified True Copy
Copy Issued "free of cost"
On 15/11/2017

Deputy Director
National Company Law Tribunal, Mumbai Bench

IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

TCSP No. 203 of 2017
Along with
MA 359 of 2017

In the matter of the Companies Act, 1956 / 2013;

AND

In the matter of Sections 391 to 394 of Companies Act, 1956 corresponding to Sections 230 to 232 of Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromise, Arrangements and Amalgamations) Rules, 2016

AND

In the matter of Scheme of Arrangement between Momai Apparels Limited having CIN L18109MH2010PLC199178 (Transferor Company) and Ashapura Intimates Fashion Limited having CIN L17299MH2006PLC163133 (Transferee Company) and their respective shareholders and creditors.... Petitioner

CERTIFIED COPY OF ORDER DATED 28TH DAY OF SEPTEMBER 2017 AND THE SCHEME ANNEXED TO THE PETITION

HEMANT SETHI & CO.

ADVOCATES FOR PETITIONERS