

GIL/KOL/2018-19
November 3, 2018

Corporate Relationship Manager Bombay Stock Exchange Limited Floor 25, P J Towers, Dalal Street, Mumbai- 400 001 INDIA Scrip Code: 533265	Mr. Hari K. – Vice-President Listing National Stock Exchange of India Limited “EXCHANGE PLAZA”, Bandra – Kurla Complex, Bandra (East), Mumbai- 400 051 INDIA Scrip code: GALLISPAT
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Sir/Madam,

SUBJECT: APPROVAL OF THE SCHEME OF AMALGAMATION

This is to inform you that vide its order dated October 31, 2018, Honourable Regional Director (ER), Ministry of Corporate Affairs has approved and sanctioned the Scheme of Amalgamation of Antarmukh Steel Manufacturer Private Limited, Bhavika Smeltors and Food Products Private Limited, Shrinu Rolls and Milling Private Limited and Satlaj Rolls and Milling Private Limited (Transferor Companies) with Gallantt Ispat Limited (Transferee Company). A copy of the order of approval of amalgamation is enclosed herewith for your reference.

Company is in the process of complying with the requisite formalities in this regard.

This is pursuant to the Provisions of Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Thanking you,

Yours faithfully,

For GALLANTT ISPAT LIMITED

GALLANTT ISPAT LTD.


Nitesh Kumar
Company Secretary

(CS & COMPLIANCE OFFICER)

Encl: As above

GALLANTT ISPAT LIMITED

1, CROOKED LANE, SECOND FLOOR, ROOM NOS. 222 & 223, KOLKATA - 700 069
Tel. 033-4064 2189, Telefax : 033-2231 2429, e-mail : gil@gallantt.com, Website : www.gallantt.com
Factory : AL-5, Sector-23, Sahjanwa, District - Gorakhpur-Uttar Pradesh
Corporate Identification No. : L27109WB2005PLC101650

FORM NO. CAA. 12

[Pursuant to Section 233 Companies Act, 2013 and Rule 25(5) of
Companies (Compromise, Arrangement & Amalgamations) Rules, 2016]

**CONFIRMATION ORDER OF SCHEME OF AMALGAMATION BETWEEN
M/S ANTARMUKH STEEL MANUFACTURER PRIVATE LIMITED AND M/S
BHAVIKA SMELTORS AND FOOD PRODUCTS PRIVATE LIMITED AND M/S
SHRINU ROLLS AND MILLING PRIVATE LIMITED AND M/S SATLAJ ROLLS AND
MILLING PRIVATE LIMITED (TRANSFEROR COMPANIES) WITH M/S.
GALLANTT ISPAT LIMITED (TRANSFeree COMPANY)**

Pursuant to the provision of Section 233 of the Companies Act, 2013, the Scheme of compromise, arrangement or merger for transfer of M/s Antarmukh Steel Manufacturer Private Limited (Transferor Company) and M/s Bhavika Smeltors and Food Products Private Limited (Transferor Company) and M/s Shrinu Rolls And Milling Private Limited (Transferor Company) and M/s Satlaj Rolls And Milling Private Limited (Transferor Companies) with M/s. Gallantt Ispat Limited (Transferee Company) approved by their respective members and creditors as required under section 233(1)(b) and (d) of the Companies Act, 2013 is hereby confirmed and the scheme shall be effective from the date of this confirmation, subject to the Income Tax Department retaining its recourse for recovery in respect of any existing or future tax liability of the Transferor companies.

A copy of the approved scheme is attached to this order.

Date: This 31st Day of October, 2018
Place: Kolkata


(D BANDOPADHYAY)
Regional Director(ER)

No.: RD/T/28119/S-233/18/ 9678

Date: 31/10/2018

To

✓ 1. M/s. Gallantt Ispat Limited
1, Crooked Lane, 2nd Floor
Room No- 222 & 223
Kolkata - 700069

2. M/s. Antarmukh Steel Manufacturer Private Limited
12, Hemannta Basu Sarani,
Room No-1 MC, 1st Floor
Kolkata - 700069

3. M/s Bhavika Smeltors and Food Products Private Limited
12, Hemannta Basu Sarani,
Room No-1 MC, 1st Floor
Kolkata - 700069

4. **M/s Shrinu Rolls And Milling Private Limited**
12, Hemannta Basu Sarani,
Room No-1 MC, 1st Floor
Kolkata - 700069

5. **M/s Satlaj Rolls And Milling Private Limited**
12, Hemannta Basu Sarani,
Room No-1 MC, 1st Floor
Kolkata - 700069

6. The **Registrar of Companies, West Bengal**, Kolkata - for information and necessary action.

7. The **Official Liquidator, High Court, Calcutta** - for information.

**SCHEME OF AMALGAMATION
UNDER SECTIONS 233 OF THE COMPANIES ACT, 2013
BETWEEN
ANTARMUKH STEEL MANUFACTURER PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 1)**

AND

**BHAVIKA SMELTORS AND FOOD PRODUCTS PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 2)**

AND

**SHRINU ROLLS AND MILLING PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 3)**

AND

**SATLAJ ROLLS AND MILLING PRIVATE LIMITED
(TRANSFEROR COMPANY NO. 4)**

AND

**GALLANTT ISPAT LIMITED
(TRANSFeree COMPANY)**

CONTENTS OF THE SCHEME

SL.NO	PART	CONTENTS
1	PART I	GENERAL
2	PART II	DEFINITION AND SHARE CAPITAL
3	PART III	TRANSFER AND VESTING OF UNDERTAKING OF TRANSFEROR COMPANIES
4	PART IV	ISSUE OF EQUITY SHARES BY THE TRANSFeree COMPANY
5	PART V	ACCOUNTING TREATMENT
6	PART VI	DISSOLUTION OF TRANSFEROR COMPANIES AND GENERAL TERMS AND CONDITIONS



PART I GENERAL

A. DESCRIPTION OF COMPANIES AND BACKGROUND:

1. **ANTARMUKH STEEL MANUFACTURER PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U27100WB2010PTC144100) and having its Registered Office at 12, Hemanta Basu Sarani (East), Room No. 1 MC, First Floor (Mezzanine), Kolkata-700069 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 1" or "THE AMALGAMATING COMPANY"). The TRANSFEROR COMPANY NO. 1 is present engaged in Trading activities. The TRANSFEROR COMPANY NO. 1 is a wholly owned subsidiary of the TRANSFEREE COMPANY. The shares of the TRANSFEROR COMPANY NO. 1 are not listed in any stock exchange.

2. **BHAVIKA SMELTORS AND FOOD PRODUCTS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U27100WB2009PTC133963) and having its Registered Office at 12, Hemanta Basu Sarani (East), Room No. 1 MC, First Floor (Mezzanine), Kolkata-700069 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 2" or "THE AMALGAMATING COMPANY"). The TRANSFEROR COMPANY NO. 2 is present engaged in Trading activities. The TRANSFEROR COMPANY NO. 2 is a wholly owned subsidiary of the TRANSFEREE COMPANY. The shares of the TRANSFEROR COMPANY NO. 2 are not listed in any stock exchange.

3. **SHRINU ROLLS AND MILLING PRIVATE LIMITED**, a company incorporated under the provisions of the Companies



Act, 1956 (CIN: U27100WB2009PTC132909) and having its Registered Office at 12, Hemanta Basu Sarani (East), Room No. 1 MC, First Floor (Mezzanine), Kolkata-700069 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 3" or "THE AMALGAMATING COMPANY"). The TRANSFEROR COMPANY NO. 3 is present engaged in Trading activities. The TRANSFEROR COMPANY NO. 3 is a wholly owned subsidiary of the TRANSFEREE COMPANY. The shares of the TRANSFEROR COMPANY NO. 3 are not listed in any stock exchange.

4. **SATLAJ ROLLS AND MILLING PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U27100WB2010PTC144257) and having its Registered Office at 12, Hemanta Basu Sarani (East), Room No. 1 MC, First Floor (Mezzanine), Kolkata-700069 in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO. 4" or "THE AMALGAMATING COMPANY"). The TRANSFEROR COMPANY NO.4 is present engaged in Trading activities. The TRANSFEROR COMPANY NO. 4 is a wholly owned subsidiary of the TRANSFEREE COMPANY. The shares of the TRANSFEROR COMPANY NO. 4 are not listed in any stock exchange.

5. **GALLANT ISPAT LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: L27109WB2005PLC101650) and having its Registered Office at 1, Crooked Lane, Second Floor, Room No. 222 & 223, Kolkata-700069 in the State of West Bengal (herein after referred to as the "TRANSFEREE COMPANY" or the "AMALGAMATED COMPANY"). The TRANSFEREE COMPANY is presently engaged in the manufacturing of iron & steel products and multi agro products and Real Estate Business. The shares of the



TRANSFeree COMPANY are listed at National Stock Exchange of India Limited and BSE Limited.

6. This Scheme of Amalgamation provides for the amalgamation of the **TRANSFEROR COMPANIES** with the **TRANSFeree COMPANY** pursuant to Sections 233 and other relevant provisions of the Companies Act, 2013 and read with Companies (Compromises, Arrangements and Amalgamations) Rules 2016 that is applicable in the case of amalgamation of wholly owned subsidiary companies with its Holding Company.

The **TRANSFEROR COMPANIES** are wholly owned subsidiaries of the **TRANSFeree COMPANY** and accordingly this Scheme of Amalgamation has been drawn pursuant to Sec 233 of the Act which governs wholly owned subsidiary company.

B. RATIONALE FOR THE SCHEME :

The amalgamation of the **TRANSFEROR COMPANIES** with the **TRANSFeree COMPANY** would *inter alia* have the following benefits:

- a) All the **TRANSFEROR COMPANIES** are wholly owned subsidiaries of the **TRANSFeree COMPANY**.
- b) All the **TRANSFEROR COMPANIES** are presently engaged in Trading activities. The **TRANSFeree COMPANY** is engaged in the business of manufacturing of Iron & steel and multi agro products and Real Estate Business. The business of the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** can be combined/adjusted and carried forward conveniently with combined strength;



- c) To achieve greater integration and greater financial strength and flexibility, to maximize overall shareholder
- d) The amalgamation will enable the **TRANSFeree COMPANY** to consolidate its line of business by restructuring and re-organizing its business activities and Capital Structure;
- e) To achieve cost savings from more focused operational efforts, rationalization, standardization and simplification of business processes, productivity improvements and rationalization of administrative expenses
- f) The amalgamation will enable the amalgamated company to broad base their business activities under the roof of the **TRANSFeree COMPANY**;
- g) The amalgamation will result in economy of scale including reduction in overhead expenses relating to management and administration in better and more productive utilization of various resources;
- h) The business of the Company can be conveniently and advantageously combined together and in general business of the Company concerned will be carried on more economically and profitably under the said scheme;
- i) The said Scheme of Amalgamation will enable the establishment of a larger company with larger resources and a larger capital base enabling further development of the business of the company concerned. The said scheme will also enable the undertakings and business of the said applicant company to obtain greater facilities possessed and enjoyed by one large company compared with a



number of small Company for raising capital, securing and conducting trade on favorable terms and other benefits;

- j) The said scheme will contribute in furthering and fulfilling the objects of the Company concerned and in the growth and development of these businesses;
- k) The said scheme will strengthen and consolidate the position of the amalgamated company and will enable the amalgamated company to increase its profitability;
- l) The said scheme will enable the undertakings concerned to pool their resources and to expand their activities;
- m) The said scheme will enable the Company concerned to rationalize and streamline their management, business and finances and to eliminate duplication of work to their common advantages;
- n) The merger will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by both the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY**
- o) The said scheme will have beneficial results for the Company concerned, their shareholders, employees and all concerned.
- p) The banks, creditors and financial institutions, if any, are not adversely affected by the proposed merger as their security and asset cover will be maintained
- q) The other benefits the proposed amalgamation include:



- Optimum and efficient utilization and rationalization of capital, resources, assets and facilities;
- Enhancement of competitive strengths including financial resources;
- Better management and focusing on growing businesses;
- Reduction of overhead, administrative, managerial and other expenditure;
- Maximization of overall shareholders value.

In view of the aforesaid, the Board of Directors of the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** have considered and proposed the amalgamation of the entire undertaking and business of the **TRANSFEROR COMPANIES** with the **TRANSFeree COMPANY** in order to benefit the stakeholders of all company. Accordingly, the Board of Directors of the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the **TRANSFEROR COMPANIES** with and into the **TRANSFeree COMPANY** pursuant to the provisions of Section 233 of the Companies Act, 2013 and other relevant provisions of the Act.

- D. The amalgamation of the **TRANSFEROR COMPANIES** 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. If any of the terms or provisions of this Scheme are found or interpreted to be inconsistent with the provisions of the said sections and other related provisions at a



later date including due to result from an amendment of law or for any other reason whatsoever up to the Effective Date, the provisions of the said sections and other related provisions of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) and other relevant provisions of the Income Tax Act, 1961.

PART II

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:

- a) **"THE ACT"** means the Companies Act, 2013 including any statutory modifications, re-enactments or amendments thereof.
- b) **"APPOINTED DATE"** For the purpose of this Scheme means **1st April, 2017.**
- c) **"BOARD OF DIRECTORS" or "BOARD"** means the board of directors of the **TRANSFEROR COMPANIES** or the **TRANSFeree COMPANY**, as the case may be, and shall include a duly constituted committee(s) thereof;
- d) **"EFFECTIVE DATE"** means the last of the dates on which the certified or authenticated copy of the orders of the Regional Director, Ministry Of Corporate Affairs or by the Hon'ble National Company Law Tribunal, Kolkata Bench, in the event the scheme is referred by the Central Government to the Hon'ble National Company Law Tribunal, sanctioning the Scheme are filed with the Registrar of Companies by the **TRANSFEROR COMPANIES** and by the **TRANSFeree COMPANY**. Any references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this



Scheme" or "Scheme taking effect" shall mean the Effective Date.

- e) **"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;
- f) **"SCHEME"** or **"THE SCHEME"** or **"THIS SCHEME"** means this Scheme of Amalgamation drawn pursuant to Section 233 of the Companies Act, 2013, in its present form submitted to the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs at Kolkata with any modification(s) made under clause no. 16 of PART-VI of this Scheme.
- g) **"TRANSFEROR COMPANY NO. 1"** means **ANTARMUKH STEEL MANUFACTURER PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U27100WB2010PTC144100) and having its Registered Office at 12, Hemanta Basu Sarani (East), Room No. 1 MC, First Floor (Mezzanine), Kolkata-700069 in the State of West Bengal.
- h) **"TRANSFEROR COMPANY NO. 2"** means **BHAVIKA SMELTORS AND FOOD PRODUCTS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U27100WB2009PTC133963) and having its Registered Office at 12, Hemanta Basu Sarani (East), Room No. 1 MC, First Floor (Mezzanine), Kolkata-700069 in the State of West Bengal.



- i) **"TRANSFEROR COMPANY NO. 3"** means **SHRINU ROLLS AND MILLING PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U27100WB2009PTC132909) and having its Registered Office at 12, Hemanta Basu Sarani (East), Room No. 1 MC, First Floor (Mezzanine), Kolkata-700069 in the State of West Bengal.
- j) **"TRANSFEROR COMPANY NO. 4"** means **SATLAJ ROLLS AND MILLING PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U27100WB2010PTC144257) and having its Registered Office at 12, Hemanta Basu Sarani (East), Room No. 1 MC, First Floor (Mezzanine), Kolkata-700069 in the State of West Bengal.
- k) **"TRANSFeree COMPANY"** means **GALLANT ISPAT LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: L27109WB2005PLC101650) and having its Registered Office at 1, Crooked Lane, Second Floor, Room No. 222 & 223, Kolkata-700069 in the State of West Bengal.
- l) **"TRANSFEROR COMPANY NO. 1 to 4"** are collectively referred and called as **"AMALGAMATING COMPANIES or TRANSFEROR COMPANIES"**.
- m) **"THE CENTRAL GOVERNMENT"** means the **"REGIONAL DIRECTOR, EASTERN REGION, MINISTRY OF CORPORATE AFFAIRS"** or such authority as may be prescribed under section 233 of the **Companies Act, 2013** or Rules therein.



n) "THE TRIBUNAL" or "THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL" shall mean the Hon'ble National Company Law Tribunal, Kolkata Bench.

o) "UNDERTAKING" means the whole of the undertaking and entire business of the **TRANSFEROR COMPANIES** 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 COMPANIES**, including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, vehicles, sundry debtors, furniture, fixtures, office equipment including computers, laptops, printers and servers, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), and interests in their subsidiaries/ associates, cash in hand, balances and deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the **TRANSFEROR COMPANIES**, financial assets, leases (including lease rights), hire purchase contracts and assets, leasing 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, godown, 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, websites, 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 COMPANIES** and advantages of whatsoever nature and where so ever 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 COMPANIES** or in connection with or relating to the **TRANSFEROR COMPANIES** and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the **TRANSFEROR COMPANIES**,

- (ii) All liabilities including, without being limited to, secured and unsecured debts (whether in Indian



rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the **TRANSFEROR COMPANIES**, 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, assignments, 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 COMPANIES**;
- (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 COMPANIES**;
- (v) All permanent employees engaged by the **TRANSFEROR COMPANIES** as on the Effective Date.

- p) All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, and other applicable laws, rules, regulations and byelaws, as the case may be, or any statutory



amendment(s) or re-enactment thereof, for the time being in force.

- q) The words importing the singular shall include the plural and words importing any gender shall include every gender.

2. SHARE CAPITAL

A. TRANSFEROR COMPANY NO. 1

(wholly owned subsidiary of the **TRANSFeree COMPANY**)

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 1 as on March 31, 2017 was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
9,40,000 Equity Shares of Rs. 10/- each	94,00,000/-
ISSUED , SUBSCRIBED AND PAID-UP	
9,37,900 Equity Shares of Rs. 10/- each fully paid-up	93,79,000/-

B. TRANSFEROR COMPANY NO. 2

(wholly owned subsidiary of the **TRANSFeree COMPANY**)

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 2 as on March 31, 2017 was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
10,10,000 Equity Shares of Rs. 10/- each	1,01,00,000/-
ISSUED , SUBSCRIBED AND PAID-UP	
10,03,000 Equity Shares of Rs. 10/- each fully paid-up	1,00,30,000/-

C. TRANSFEROR COMPANY NO. 3

(wholly owned subsidiary of the **TRANSFeree COMPANY**)



The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 3 as on March 31, 2017 was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
2,60,000 Equity Shares of Rs. 10/- each	26,00,000/-
ISSUED , SUBSCRIBED AND PAID-UP	
2,60,000 Equity Shares of Rs. 10/- each fully paid-up	26,00,000/-

D. TRANSFEROR COMPANY NO. 4

(wholly owned subsidiary of the TRANSFEREE COMPANY)

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO. 4 as on March 31, 2017 was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
9,90,000 Equity Shares of Rs. 10/- each	99,00,000/-
ISSUED , SUBSCRIBED AND PAID-UP	
9,85,340 Equity Shares of Rs. 10/- each fully paid-up	98,53,400/-

E. TRANSFEREE COMPANY

(holding company of the TRANSFEROR COMPANY Nos. 1 to 4)

The authorized, subscribed and paid-up share capital of the TRANSFEREE COMPANY as on March 31, 2017 was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
4,66,85,000 Equity Shares of Rs. 10/- each	46,68,50,000/-
ISSUED , SUBSCRIBED AND PAID-UP	
2,82,36,072 Equity Shares of Rs. 10/- each fully paid-up	28,23,60,720/-

The entire paid-up share capital of the TRANSFEROR COMPANIES is held by the TRANSFEREE COMPANY.



Therefore, The Scheme of Amalgamation has been drawn pursuant to Sec 233 of the Act as applicable to small and wholly owned subsidiary 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 the Central Government (Regional Director, Eastern Region, Ministry of Corporate Affairs) shall be operative from the Appointed Date but shall be effective from the Effective Date.

PART - III

TRANSFER AND VESTING OF UNDERTAKING OF TRANSFEROR COMPANIES

1. **TRANSFER OF UNDERTAKING**

Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking, pursuant to the sanction of this Scheme by the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs, in accordance with the provisions of Sections 233 and other applicable provisions, if any, of the Act and read with the Companies(Compromises, Arrangements and Amalgamations) Rules, 2016 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, on and from the Appointed Date, the Undertaking of the **TRANSFeree COMPANY** by virtue of and in the manner provided in this Scheme.



1.1 TRANSFER OF ASSETS

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

- a) All the assets and properties comprised in the Undertaking of whatsoever nature and where so ever situated, shall, under the provisions of Section 233 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the **TRANSFeree COMPANY** or be deemed to be transferred to and vested in the **TRANSFeree COMPANY** as a going concern so as to become the assets and properties of the **TRANSFeree COMPANY**.
- b) Without prejudice to the provisions of Clause (a) 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 by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the **TRANSFEROR COMPANIES** 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.
- c) In respect of movables other than those dealt with in Clause (b) 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**.

- d) 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 COMPANIES** and all rights and benefits that have accrued or which may accrue to the **TRANSFEROR COMPANIES**, whether before or after the Appointed Date, shall, under the provisions of Sections 233 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.



- e) The **TRANSFEROR COMPANIES** 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 the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs, in accordance with Sections 233 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 COMPANIES** and the right of the **TRANSFEROR COMPANIES** to recover or realize the same stands vested in the **TRANSFeree COMPANY**.
- f) All assets and properties of the **TRANSFEROR COMPANIES** as on the Appointed Date, whether or not included in the books of the respective **TRANSFEROR COMPANIES**, and all assets and properties which are acquired by the **TRANSFEROR COMPANIES** on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the **TRANSFeree COMPANY**, and shall under the provisions of Sections 233 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**



COMPANIES after the Appointed Date without the consent of the **TRANSFeree COMPANY** as provided for in this Scheme.

1.2 TRANSFER OF LIABILITIES :

- i. 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, sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the **TRANSFEROR COMPANIES** of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the Central Government, Regional Director, Eastern Region , Ministry of Corporate Affairs, under and in accordance with the provisions of Sections 233 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 **TRANSFEE COMPANY** on the same terms and conditions as were applicable to the **TRANSFEROR COMPANIES**, and the **TRANSFEE 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.

ii. All debts, liabilities, duties and obligations of the Undertaking as on the Appointed Date, whether or not provided in the books of the respective **TRANSFEROR COMPANIES**, 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 **TRANSFEE COMPANY** by virtue of this Scheme.

iii. 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 COMPANIES** 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 **TRANSFEE COMPANY**.

iv. 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**.

- v. The Scheme does not provide for any compromise with the Creditors of the **TRANSFEROR COMPANIES** and **TRANSFeree COMPANY**.

2. ENCUMBRANCES :

- i. The transfer and vesting of the assets comprised in the Undertaking to and in the **TRANSFeree COMPANY** under paragraph 1 of PART III of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- ii. All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the **TRANSFEROR COMPANIES** 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 COMPANIES**, 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 COMPANIES** over its assets after the Appointed Date without the consent of the **TRANSFeree COMPANY** as provided for in this Scheme.

iii. 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.

iv. Any reference in any security documents or arrangements (to which the **TRANSFEROR COMPANIES** is a party) to the **TRANSFEROR COMPANIES** and its assets and properties, shall be construed as a reference to the **TRANSFeree COMPANY** and the assets and properties of the **TRANSFEROR COMPANIES** transferred to the **TRANSFeree COMPANY** by virtue of this Scheme. Without prejudice to the foregoing provisions, the **TRANSFEROR COMPANIES** 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 Companies to give formal effect to the above provisions, if required.

- v. 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.
- vi. 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.
- vii. The provisions of Paragraph 1 of PART III 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.
- viii. All Charges created or any encumbrances existing or subsisting on any asset of the **TRANSFEROR COMPANY** shall be transferred to the **TRANSFeree COMPANY** and enforceable against the **TRANSFeree COMPANY** as if the **TRANSFeree COMPANY** has created the said charges or any encumbrances on the said assets .

In the event any charges cannot be switched over on account of any technicalities the **TRANSFEROR COMPANY(IES)** and **TRANSFeree COMPANY** shall



liaison with the charge holder whereby the charges stands shifted to vested in the **TRANSFeree COMPANY**.

3. **INTER - SE TRANSACTIONS :**

Without prejudice to the provisions of paragraph 1 with effect from the Appointed Date, all Inter-party transaction between the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** or the **TRANSFEROR COMPANIES** inter se shall be considered as intra-party transactions for all purposes. Such transactions such stand cancelled and nullified upon coming into effect of the Scheme .

4. **CONTRACTS, DEEDS, ETC.**

- i. 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 COMPANIES** are a party or to the benefit of which the **TRANSFEROR COMPANIES** 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 COMPANIES**, the **TRANSFeree COMPANY** had been a party or beneficiary or obligee or obligor thereto or there under.
- ii. 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 COMPANIES** are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The **TRANSFeree COMPANY** shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the **TRANSFEROR COMPANIES** and to carry out or perform all such formalities or compliances referred to above on the part of the **TRANSFEROR COMPANIES**.

- iii. 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 COMPANIES** 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 there under, 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.

5. LEGAL PROCEEDINGS :

On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against the **TRANSFEROR COMPANIES** 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 **TRANSFEROR 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 COMPANIES** 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 COMPANIES** be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation 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 COMPANIES** as if this Scheme had not been made.

6. CONDUCT OF BUSINESS:

a) With effect from the Appointed Date and up to and including the Effective Date:

i. The **TRANSFEROR COMPANIES** shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the **TRANSFeree COMPANY**.

ii. All the profits or income accruing or arising to the **TRANSFEROR COMPANIES**, 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 COMPANIES** shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the **TRANSFeree COMPANY**.

iii. Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the **TRANSFEROR COMPANIES** shall be deemed to have been exercised by the **TRANSFEROR COMPANIES** 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 COMPANIES** shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the **TRANSFeree COMPANY**.

- b) With effect from the date of filing of this Scheme with the Central Government (Regional Director, Eastern Region, Ministry of Corporate Affairs) and up to and including the Effective Date, **TRANSFEROR COMPANIES** 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 companies 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:

- i. If the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs; or
- ii. if the same is permitted by this Scheme; or
- iii. if consent of the Board of Directors of the **TRANSFeree COMPANY** has been obtained.



c) The **TRANSFEROR COMPANIES** shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to its business and operations (ii) any agreement or transaction; and (iii) such other matters as the **TRANSFeree COMPANY** may notify from time to time save and except in each case in the following circumstances:

- i) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the Central government, Regional Director, Eastern Region, Ministry of Corporate Affairs
- ii) if the same is permitted by this Scheme; or
- iii) if consent of the Board of Directors of the **TRANSFeree COMPANY** has been obtained.

d) Without prejudice to the generality of Clause (c) above, the **TRANSFEROR COMPANIES** shall not make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares) decrease, reduction, reclassification, subdivision or consolidation, re-organization, or in any other manner except by way of making calls on partly paid shares to make them as fully paid, which may, in any way, affect the Share Exchange Ratio (as provided in paragraph 10 of PART IV below), except under any of the following circumstances:

- i) by mutual consent of the Board of Directors of the **TRANSFEROR COMPANIES** and of the **TRANSFeree COMPANY**; or
- ii) as may be permitted under this Scheme.



7. TREATMENT OF TAXES :

- a) Any tax liabilities under the Income-Tax Act, 1961, service Tax/GST, 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 COMPANIES** 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 the **TRANSFeree COMPANY**.
- b) All taxes (including income Tax, Service Tax/GST, etc.) paid or payable by the **TRANSFEROR COMPANIES** 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, Service Tax/GST, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the **TRANSFEROR COMPANIES** in respect of the profits or activities or operation of the 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.
- c) Any refund under the Tax Laws due to the **TRANSFEROR COMPANIES** consequent to the assessments made on the **TRANSFEROR COMPANIES**



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**.

- d) Without prejudice to the generality of the above, all benefits including that of withholding tax (TDS) under the Income Tax, Service Tax/GST, etc., to which the **TRANSFEROR COMPANIES** is entitled to in terms of the applicable Tax Laws shall be available to and vest in the **TRANSFeree COMPANY**.

8. **EMPLOYEES**

Upon the coming into effect of this Scheme, the permanent employees of the **TRANSFEROR COMPANIES** who are on 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 favorable than those on which they are engaged or employed by the **TRANSFEROR COMPANIES**. It is clarified that the employees of the **TRANSFEROR COMPANIES** 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**. 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 COMPANIES** on



the same basis as it may do for the employees of the **TRANSFEE COMPANY**.

9. **SAVING OF CONCLUDED TRANSACTIONS**

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the **TRANSFEROR COMPANIES** under Paragraph 1 of PART III of this Scheme shall not affect any transactions or proceedings already concluded by the **TRANSFEROR COMPANIES** on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that the **TRANSFEE COMPANY** accepts and adopts all acts, deeds and things made, done and executed by the **TRANSFEROR COMPANIES** as acts, deeds and things made, done and executed by or on behalf of the **TRANSFEE COMPANY**.

PART IV

ISSUE OF EQUITY SHARES BY THE TRANSFEE COMPANY

The provisions of this **PART IV** shall operate notwithstanding anything to the contrary in any other instrument, deed or writing.

10. **ISSUE OF NEW EQUITY SHARES BY THE TRANSFEE COMPANY:**

- a) The **TRANSFEROR COMPANIES** is wholly owned subsidiaries of the **TRANSFEE COMPANY**. As a result, upon the scheme become effective, no shares of the **TRANSFEE COMPANY** shall be allotted in lieu or exchange of its holding in the **TRANSFEROR COMPANIES** and the entire issued, subscribed and paid



up capital of the **TRANSFEROR COMPANIES** shall stand cancelled.

- b) Upon the coming into effect of this scheme, the share certificates, if any, and /or the shares representing the shares held by the **TRANSFEE COMPANY** in the **TRANSFEROR COMPANIES** shall be deemed to be cancelled without any further act or deed.

11. AMENDMENT TO MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION OF THE TRANSFEE COMPANY

Increase in authorised share capital of the TRANSFEE COMPANY

Upon the Scheme coming into effect, the authorised share capital of the **TRANSFEE COMPANY** in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the **TRANSFEE COMPANY**, including payment of stamp duty and fees payable to Registrar of Companies, by an amount of Rs. 3,20,00,000/- (Rupees Three Crore Twenty Lacs only), and the Memorandum of Association and Articles of Association of the **TRANSFEE 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 and any other applicable provisions of the Companies Act 2013 would be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the



TRANSFEROR COMPANIES on their respective 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.

Accordingly, in terms of this Scheme, the authorised share capital of the **TRANSFeree COMPANY** shall stand enhanced to an amount of Rs. 49,88,50,000/- (Rupees Forty Nine Crores Eighty Eight Lacs Fifty Thousands only) divided into 4,98,85,000 equity shares of Rs. 10/- each. The capital clause being Clause V of the Memorandum of Association shall on the Effective Date stand substituted to read as follows:

"The Authorised Share Capital of the Company is 49,88,50,000/- (Rupees Forty Nine Crores Eighty Eight Lacs Fifty Thousands only) divided into 4,98,85,000 (Four Crores Ninety Eight Lacs Eighty Five Thousand) equity shares of Rs. 10/- each (Rupees Ten) each with the rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being with power to increase and reduce the capital of the Company and to attach thereto respectively such preferential, rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company, and to vary, modify on any / each rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company."



12. The Scheme does not contain any reduction in the share capital of the **TRANSFEEE COMPANY** as per Sec. 66 of the Companies Act, 2013.

PART V

ACCOUNTING TREATMENT

13. ACCOUNTING TREATMENT :

- a) Upon the Scheme becoming effective and with effect from the Appointed Date, for the purpose of accounting for and dealing with the value of the assets and liabilities in the books of the **TRANSFEEE COMPANY**, the **TRANSFEEE COMPANY** shall record all the assets and liabilities of the **TRANSFEROR COMPANIES** transferred to and vested in the **TRANSFEEE COMPANY** pursuant to this Scheme, at their respective book values as appearing in the books of the **TRANSFEROR COMPANIES**.
- b) The **TRANSFEEE COMPANY** shall preserve the identity of the reserves of the **TRANSFEROR COMPANIES** transferred to and vested in the **TRANSFEEE COMPANY** and shall record in its books in the same form in which they appear in the books of the **TRANSFEROR COMPANIES**.
- c) The shares held by the **TRANSFEEE COMPANY** in the **TRANSFEROR COMPANIES** on the Effective Date shall be cancelled and the amount of such investment cancelled shall be adjusted to Capital Reserve.



12. The Scheme does not contain any reduction in the share capital of the **TRANSFEEE COMPANY** as per Sec. 66 of the Companies Act, 2013.

PART V

ACCOUNTING TREATMENT

13. ACCOUNTING TREATMENT :

- a) Upon the Scheme becoming effective and with effect from the Appointed Date, for the purpose of accounting for and dealing with the value of the assets and liabilities in the books of the **TRANSFEEE COMPANY**, the **TRANSFEEE COMPANY** shall record all the assets and liabilities of the **TRANSFEROR COMPANIES** transferred to and vested in the **TRANSFEEE COMPANY** pursuant to this Scheme, at their respective book values as appearing in the books of the **TRANSFEROR COMPANIES**.
- b) The **TRANSFEEE COMPANY** shall preserve the identity of the reserves of the **TRANSFEROR COMPANIES** transferred to and vested in the **TRANSFEEE COMPANY** and shall record in its books in the same form in which they appear in the books of the **TRANSFEROR COMPANIES**.
- c) The shares held by the **TRANSFEEE COMPANY** in the **TRANSFEROR COMPANIES** on the Effective Date shall be cancelled and the amount of such investment cancelled shall be adjusted to Capital Reserve.



- d) No new shares will be issued or allotted by the **TRANSFEE COMPANY** pursuant to this scheme.
- e) Loans and advances, receivables, payables and other dues outstanding between the **TRANSFEROR COMPANIES** and **TRANSFEE COMPANY** will stand cancelled and there shall be no further obligation/outstanding in that behalf. The difference between the Net Assets transferred to **TRANSFEE COMPANY** pursuant to clause (a) as reduced by Reserves recorded in **TRANSFEE COMPANY** pursuant to clause (b) and after giving effect to inter-company balances as per clause (e) shall be adjusted to Capital Reserve of the **TRANSFEE COMPANY**. For the purpose of this clause 1, Net Assets would mean difference between the book value of assets and liabilities.
- f) In order to ensure that consistent Accounting Policies of the **TRANSFEE COMPANY** are reflected in the financial statements, differences, if any, in the Accounting Policies between the **TRANSFEROR COMPANIES** and the **TRANSFEE COMPANY**, shall be ascertained and the impact of the same till the Amalgamation will be quantified and adjusted in the Capital Reserve of the **TRANSFEE COMPANY**.

The amalgamation is in the nature of merger and shall be accounted in the books of **TRANSFEE COMPANY** as per the provisions of Accounting Standard-14 issued by the Institute of Chartered Accountants of India



PART VI

DISSOLUTION OF THE TRANSFEROR COMPANIES AND GENERAL TERMS AND CONDITIONS

14. DISSOLUTION OF THE TRANSFEROR COMPANIES

On the coming into effect of this Scheme, the **TRANSFEROR COMPANIES** shall stand dissolved without winding-up, and the Board of Directors and any committees thereof of the **TRANSFEROR COMPANIES** shall without any further act, instrument or deed be and stand dissolved.

15. VALIDITY OF EXISTING RESOLUTIONS, ETC.

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

16. MODIFICATION OF SCHEME

- I. The Board of Directors of the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** or any person authorized by them may assent on behalf of all concerned to any modification to this Scheme of Amalgamation or to any



condition which the **"THE CENTRAL GOVERNMENT"** or the **HON'BLE NATIONAL COMPANY LAW TRIBUNAL, KOLKATA BENCH** as the case may be or any other authorities may impose. The **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** by their respective Boards of Directors are authorized 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 in 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 the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs or the Hon'ble National Company Law Tribunal, Kolkata Bench as the case may be or by any Governmental Authorities, which the Board of Directors of the **TRANSFEROR COMPANIES** or the **TRANSFeree COMPANY** find unacceptable for any reason, then the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** shall be at liberty to withdraw the Scheme.

- ii. For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Board of Directors of the **TRANSFEROR COMPANIES** and **TRANSFeree COMPANY** may give and are authorized 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.

17. FILING OF APPLICATIONS

The **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** shall use their best efforts to make and file all applications and petitions under Sections 233 and other applicable provisions of the Act, before the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs or the Hon'ble National Company Law Tribunal, Kolkata Bench as the case may be having jurisdiction for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.



18. APPROVALS

- i) 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**.
- ii) The **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** shall comply with applicable provisions of the Listing Regulations and SEBI Guidelines.

19. SCHEME CONDITIONAL UPON SANCTIONS, ETC.

This Scheme is conditional upon and subject to:

- i. The Scheme being agreed to by the requisite majority of the respective classes of members of the **TRANSFEROR COMPANIES** and of the **TRANSFeree COMPANY** as required under the Act and the requisite orders of the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs, being obtained.
- ii. The authenticated/certified copies of the orders of the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs or the Hon'ble National Company Law Tribunal, Kolkata bench, as the case may be sanctioning this Scheme being filed with the Registrar of Companies, West Bengal .

Accordingly, this Scheme although operative from the Appointed Date shall become effective on the Effective Date,



being the last of the dates on which the conditions referred to above have been fulfilled.

20. COSTS, CHARGES, EXPENSES AND STAMP DUTY

All costs, charges and expenses (including any taxes and duties) incurred or payable by the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the **TRANSFEROR COMPANIES** with the **TRANSFeree COMPANY** in pursuance of this Scheme, including stamp duty on the orders of the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs, if any and to the extent applicable and payable, shall be paid by the **TRANSFeree COMPANY**.

21. MISCELLANEOUS

- i) The Scheme does not contain or provide for any compromise with the creditors of the **TRANSFeree COMPANY** and the **TRANSFEROR COMPANIES**. Further the Scheme has not been drawn to accommodate any corporate debt restructuring. The Scheme also does not come under the purview of the Competition Commission of India.
- ii) The **TRANSFeree COMPANY** retains its right to exercise power for purchase of shares of a dissenting shareholder, if any under the provisions of the Act.

