

SCHEME OF AMALGAMATION

under Section 230 to 232 of the Companies Act, 2013

BETWEEN

BST EXPORTS PRIVATE LIMITED

(the "First Transferor Company ")

AND

DALMIA EXIM LIMITED

(the "Second Transferor Company ")

AND

SHARAD FIBRES AND YARN PROCESSORS LIMITED

(the "Transferee Company")

AND

THEIR RESPECTIVE SHAREHOLDERS

PREAMBLE

This Scheme of Amalgamation is presented under Section 230 to 232 of the Companies Act, 2013 (to the extent notified and applicable) other applicable provisions of the Companies Act, 2013 (to the extent of the sections thereof that have not been repealed and applicable) and provides for the Amalgamation of **BST EXPORTS PRIVATE LIMITED** (herein after referred to as the “**First Transferor Company**” or “**BST**”) and **DALMIA EXIM LIMITED** (herein after referred to as the “**Second Transferor Company**” or the “**DEL**”) with **SHARAD FIBRES AND YARN PROCESSORS LIMITED** (herein after referred to as the “**Transferee Company**” or the “**SFYPL**”), in accordance with the Applicable Laws and provides for various other matters consequential to amalgamation or otherwise integrally connected herewith.

Parts of the Scheme

- A) This Scheme of Amalgamation is divided into the following parts:
- a. **Part I** deals with the description of the Companies
 - b. **Part II** deals with the background and rationale of the Scheme

- c. **Part III** deals with definitions of terms used in this Scheme of Amalgamation and the Share capital of the Transferor Companies and the Transferee Company;
 - d. **Part IV** deals with the Amalgamation of the Transferor Companies and consequent transfer and vesting of the Undertaking (as hereinafter defined) of each of the Transferor Companies to the Transferee Company and dissolution of the Transferor Companies
 - e. **Part V** deals with the accounting treatment for the amalgamation in the books of the Transferee Company;
 - f. **Part VI** deals with the general terms and conditions applicable to this Scheme of Amalgamation.
- B) Though this scheme is divided into parts for the purpose of convenience, it is to be implemented as single inseparable comprehensive Scheme of Amalgamation
- C) The amalgamation of The First Transferor and The Second Transferor Companies with the Transferee Company shall be deemed to have occurred and shall become effective and operative only in the sequence and order as provided in clause 3.1.3 of the Scheme.

PART I - PRELIMINARY

1. DESCRIPTION OF THE COMPANIES

- 1.1 **BST EXPORTS PRIVATE LIMITED (BST or The First Transferor Company)** was incorporated under the provisions of the Companies Act, 1956 on 06/01/2011 as a Private Limited Company is engaged in the business of trading in Plastic and Plastic Items and Yarn.

The Registered Office of the BST is situated at 39, Prabhat, 76, Warden Road, Mumbai - 400026.

- 1.2 **DALMIA EXIM LIMITED (DEL or the Second Transferor company)** was originally incorporated under the Companies Act, 1956 under the name "Dalmia Exim Private Limited" on 19/01/1989 as a Private Limited Company. The name of the Company was changed to "Dalmia Exim Limited" on 20/09/1994 due to conversion from Private Limited Company to Public Limited Company. DEL is engaged in the business of trading in Yarn.

The Registered Office of the DEL is situated at 202 Venkatesh Chambers, Prescott Road, Fort Mumbai - 400001.

- 1.3 The Transferor Companies are wholly owned subsidiaries of the Transferee Company which is holding directly/indirectly the entire issued, subscribed and paid-up equity share capital of the Transferor Companies together with its nominees.

- 1.4 **SHARAD FIBRES AND YARN PROCESSORS LIMITED (SFYPL or The Transferee Company)** was incorporated under the Companies Act, 1956 under the name "Sharad Fibres and Yarn Processors Private Limited" on 02/07/1987 as a Private Limited Company. The name of the Company was changed to "Sharad Fibres and Yarn Processors Limited" on 06/04/1993 due to conversion from Private Limited Company to Public Limited Company. SFYPL is engaged in the business of processing of plastic waste.

The Registered Office of the Company is situated at 220, Unique Industrial Estate, Off. Veer Savarkar Marg, Prabhadevi, Mumbai - 400025.

- 1.5 The Transferee Company is a public listed company and its shares are listed on the BSE Limited.

PART II- BACKGROUND AND RATIONALE OF THE SCHEME

2 The background and rationale which justify the Scheme are, inter alia, as under :

2.1 BACKGROUND AND PURPOSE OF THE SCHEME

- a) The Transferor Companies are wholly owned subsidiaries of the Transferee Company
- b) The Scheme of Amalgamation provides for the amalgamation of the **First Transferor Company (BST)** and the **Second Transferor Company (DEL)** with the **Transferee Company (SFYPL)** by the transfer and vesting of all of the undertakings, properties, assets and liabilities of the **First Transferor Company** and **Second Transferor Company** to and in the **Transferee Company** and for various other matters consequential or otherwise integrally connected with the Scheme

2.2 RATIONAL FOR AMALGAMATION

The key objectives of the Amalgamation and the resultant various benefits thereof inter-alia are :

- a) Significant reduction in the multiplicity of legal and regulatory compliances required to be carried out by the Transferor and Transferee Companies by reorganising and reducing the number of entities
- b) Elimination of administrative function and multiple recordkeeping resulting in reduced expenditure
- c) The amalgamation will create focused platform for future growth as it will enable the Transferee Company **to** consolidate its business and combined resources, which will give additional strength to the **Transferee Company** and the **Transferee Company** will offer a strong financial structure to all the stakeholders and will facilitate resource mobilization and will also provide an opportunity to leverage combined assets and build a stronger sustainable business.

PART III- DEFINATIONS AND SHARE CAPITAL

3. DEFINATIONS & INTERPRETATION

3.1 Definition

In this Scheme , unless repugnant to or inconsistent with the meaning or context thereof, the following terms shall have the meanings set out below:

- 3.1.1 "**Act**" means the Companies Act, 2013 as applicable and rules and regulations made thereunder and shall includes any statutory re-enactment or modification thereof, or amendment thereto, from time to time;
- 3.1.2 "**Appointed Date**" means **16th November 2016** or such other date as may be approved by the Tribunal;
- 3.1.3 "**The Effective Date**" means the date on which certified copies of the Order(s) of the Tribunal vesting the assets, properties, liabilities, rights, duties, obligations and the like of the Transferor Companies in the Transferee Company are filed with the Registrar of Companies, Maharashtra and/or the Ministry of Corporate Affairs, New Delhi after obtaining the necessary consents, approvals, permissions, resolutions, agreements, sanctions and orders in this regard. 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;
- 3.1.4 "**Appropriate Authority**" means any applicable Central, State or local Governmental, legislative body, regulatory or administrative authority of the relevant jurisdiction including SEBI, Stock Exchange, Registrar of Companies, Court (defined);
- 3.1.5 "**Tribunal**" shall for the purpose of this Scheme, mean the Hon'ble Tribunal at Mumbai having jurisdiction in relation to the Transferor Companies and the Transferee Company; and the expression shall include National Company Law Tribunal the National Company Law Appellate Tribunal;
- 3.1.6 "**Scheme**" or "**Scheme of Amalgamation**" means this **Scheme of Amalgamation** as submitted in the present form to the Tribunal together with any modification(s) approved or imposed or directed by the Tribunal;
- 3.1.7 "**The First Transferor Company**" or "**BST**" means **BST EXPORTS PRIVATE LIMITED**, a company incorporated under the Act, having its registered office at 39, Prabhat, 76, Warden Road, Mumbai - 400026;
- 3.1.8 "**The Second Transferor Company**" or "**DEL**" means **DALMIA EXIM LIMITED**, a company incorporated under the Act, having its registered office at 202 Venkatesh Chambers, Prescott Road, Fort, Mumbai - 400001;

- 3.1.9 **“The Transferor Companies”** means First Transferor Company and Second Transferor Company;
- 3.1.10 **“The Transferee Company”** or **“SFYPL”** means **SHARAD FIBRES AND YARN PROCESSORS LIMITED** having its Registered Office at 220, Unique Industrial Estate, Off. Veer Savarkar Marg, Prabhadevi, Mumbai - 400025;
- 3.1.11 **“Undertakings of the Transferor Companies”**, shall mean collectively all the businesses (Including all the assets and liabilities) of the Transferor Companies as a going concern, as on appointed date. Without prejudice to the generalities of the above, **the undertakings of the Transferor Companies** shall include:
- 3.1.11.1 The entire business operations, all the assets and properties (whether movable or immovable, tangible and intangible including goodwill, real or personal, corporeal or incorporeal, present, future or contingent) of the **Transferor Companies** , including, without being limited to, plant and machinery, equipments, buildings and structures, offices, residential and other premises, capital work-in-progress, furniture, fixtures, office equipments, appliances, accessories, power lines, depots, deposits, all stocks, stocks of fuel, assets, investments of all kinds (including shares, scrip’s, stocks, bonds, debenture stocks, units or pass through certificates), cash balances with banks, loans, advances, contingent rights or benefits, receivables, earnest monies, advances or deposits paid by the **Transferor Companies**,
- 3.1.11.2 Financial assets, leases (including lease rights), import quotas, rights, lease rights, sub-lease rights, hire purchase contracts and assets, landing contracts, rights and benefits under any contracts, benefits of any security arrangements or under any guarantees, reversions, powers, permissions, tenancies in relation to the office and / or residential properties for the employees or the other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copy rights, trading style, descriptions, franchise, labels, label designs, colour schemes, utility models, holograms, bar codes, design and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties, or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including sales tax deferrals and/or exemption , title, interests, other benefits (including tax benefits), easements, privileges, liberties and advantages of whatsoever nature and wheresoever’s 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 Companies** or in connection with or relating to that 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** including without limiting to approvals, permissions, licenses, consents, exemptions, registrations, no-objections certificates, know-how, whether in India or abroad on the appointed date;

- 3.1.11.3 All secured and unsecured debts and/or borrowings (whether in Indian rupees or foreign currency), liabilities (including contingent liabilities, if any), duties and obligations of the **Transferor Companies** of every kind, borrowings, bills payable, interest accrued and all other debts, duties, undertakings, contractual obligations, guarantees given and obligations of the **Transferor Companies** of every kind, nature and description whatsoever and howsoever on the appointed date.
- 3.1.11.4 All agreements, rights, contracts, entitlements, permits, licenses, all registrations and entitlements like Import-Export (IEC) registration, Letter of Permission for operations from Development Commissioner pre-qualifications relating to the business of the Transferor Companies , approvals, authorisations, concessions, consents, quota rights, fuel linkages, 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 Companies' business activities and operations;
- 3.1.11.5 All intellectual rights, records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and all other records and documents relating to the existing business activities and operations of the **Transferor Companies** ;
- 3.1.11.6 All employees engaged in or relating to the **Transferor Companies** business activities and operations;
- 3.1.11.7 Without prejudice to the generality of Sub-clause 3.1.11.1, 3.1.11.2, 3.1.11.3, 3.1.11.4 and 3.1.11.5 above **the undertaking of the Transferor Companies** shall include all assets including claims or obligations, certifications / permissions of whatsoever nature directly or indirectly pertaining to the business of the past, present or future products, including those relating to employees and technical know-how agreement, if any, or otherwise with any person / institution / company or any association anywhere in the world, enactments, leasehold rights and, systems of any kind whatsoever, rights and benefits of all agreements and other interests including rights and benefits under various schemes of different Taxation and other Laws may belong to or be available to the **Transferor Companies** , rights and powers of every kind, nature and description of whatsoever probabilities, liberties, and approval of, whatsoever nature and wherever situated of the **Transferor Companies**

- 3.1.12 The words importing the singular include the plural; words importing any gender include every gender.
- 3.1.13 All terms 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 and other applicable laws, rules, regulations and byelaws, as the case may be, or any statutory modification or re-enactment thereof, from time to time.

4 **SHARE CAPITAL**

4.1 **Transferor Companies**

The share capital structure of the **Transferor Companies** is described below:

- (A) The present share capital structure of the **First Transferor Company or BST** as on 15th November 2016 is as under:

	Rs.
Authorized Capital:	
3,70,000 Equity Shares of Rs.10/- each	37,00,000
TOTAL	37,00,000
Issued, Subscribed and Paid Up Capital:	
3,70,000 equity shares of Rs 10/-each	37,00,000
TOTAL	37,00,000

BST or the First Transferor Company is a wholly owned subsidiary of SFYPL or the Transferee Company and holding Company of DEL or the Second Transferor Company.

Subsequent to 15th November, 2016, and up to the date of approval of this Scheme by the Board of the Transferor Company, there has been no change in the authorised, issued, subscribed and paid-up capital of the Transferor Company.

- (B) The present share capital structure of **Second Transferor Company or DEL** as on 15th November 2016 is as under:

	Rs.
Authorized Capital:	
25,000 Equity Shares of Rs.100/- each	25,00,000
TOTAL	25,00,000
Issued, Subscribed and Paid up Capital:	
25,000 Equity Shares of Rs.100/- each	25,00,000
TOTAL	25,00,000

DEL or Second Transferor Company is a wholly owned subsidiary of BST or the First Transferor Company and therefore also subsidiary Company of SFYPL or the Transferee Company.

Subsequent to 15th November, 2016, and up to the date of approval of this Scheme by the Board of the Transferor Company, there has been no change in the authorised, issued, subscribed and paid-up capital of the Transferor Company.

4.2 Transferee Company

The share capital of the **Transferee Company** is described below:

The present authorized capital and the issued, subscribed and paid-up share capital of **Transferee Company OR SFYPL** as on 15th November 2016 is as under:

	Rs.
Authorised Capital:	
50,00,000 Equity Shares of Rs 10/- each	5,00,00,000
30,00,000 Preference shares of Rs 10/- each	3,00,00,000
TOTAL	8,00,00,000
Issued, Subscribed and Paid up Capital:	
43,66,400 Equity Shares of Rs 10/- each	4,36,64,000
TOTAL	4,36,64,000

SFYPL or the Transferee Company is the Holding company of BST or first Transferor Company and DEL or the Second Transferor Company.

Subsequent to 15th November, 2016, and up to the date of approval of this Scheme by the Board of the Transferee Company, there has been no change in the authorised, issued, subscribed and paid-up capital of the Transferee Company.

PART IV- AMALGAMATION OF TRANSFEROR COMPANIES

5 TRANSFER OF UNDERTAKINGS

5.1 Vesting of Undertaking

Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Transferor Companies shall stand amalgamated with the Transferee Company as provided in this Scheme and the whole **of the Undertakings of the Transferor Companies** shall, pursuant to the sanction of this Scheme by the Tribunal and pursuant to the provisions of Section 230 to 232 of the Companies Act, 2013 and other applicable provisions, if any, of the Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the **Transferee Company**, each as a going concern without any further act, instrument, deed, matter or thing so as to become the Undertakings of the **Transferee Company** by virtue of and in the manner provided in this Scheme.

5.2 Transfer of Assets

Without prejudice to the generality of Clause 5.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:

- a) All the Assets comprised in the Undertakings of the **Transferor companies**, except for the portions dealt with under sub-clause (b) and sub-clause (c) below, of whatsoever nature and whosoever situate and which are incapable of passing by manual delivery, shall, under the provisions of Section 230 to 232 of the Companies Act, 2013 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, as and from the Appointed Date, the assets and properties of the **Transferee Company**, subject however to the provisions of Clause 5.4 herein below.
- b) Without prejudice to the provisions of Clause 5.1 and sub-clause (a) of this Clause 5.2 in respect of such of the Assets of the **Transferor Companies**, as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the respective the **Transferor Company** and shall, upon such transfer, become the assets and properties of the **Transferee Company**, without requiring any deed or instrument or conveyance for the same.
- c) In respect of such of the assets of the **Transferor Companies** as are movable in nature other than those dealt with in sub-clause (b) above including sundry debtors, 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, Semi-Government, local or other authority or body or with any company or other person, the same shall pursuant to the provisions of the Acts stand transferred to without requiring any further consent, deed or instrument of conveyance for transfer of the same, and shall become property of the **Transferee Company** and the respective the **Transferor Company** shall, if required, give notice in such form as they may deem fit and proper, to each person, debtor, or depositor, as the case may be, to the effect that pursuant to the Tribunal having sanctioned the amalgamation of the **Transferor Companies** with the **Transferee Company** under Section 230 to 232 of the Companies Act, 2013, the said debt, loan, advance, balance or deposit be paid or made good or held on account of the **Transferee Company** as the person entitled thereto and that appropriate entry should be passed in its or their books to record the aforesaid change. The **Transferee Company** shall, if required, also give notice in such form as it may deem fit and proper to each person, debtor or depositor that, pursuant to the Tribunal having sanctioned the amalgamation of the **Transferor Companies** with the **Transferee Company** under Section 230 to 232 of the Companies Act, 2013, the said debt, loan, advance, balance or deposit be paid or made good or held on account of the **Transferee Company**.

- d) In respect of such of the ASSETS of the **Transferor Companies** other than those referred to in sub clause (c) above, the same shall, as more particularly provided in sub clause (a) above, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the **Transferee Company** on the Appointed date pursuant to the provisions of the Act and the concerned authorities having jurisdiction over the Assets shall endorse and record the name of **Transferee Company** in its record so as to facilitate the implementation of the Scheme and vesting of **the Undertaking of the Transferor Companies** in the **Transferee Company** without hindrance from the Appointed Date.
- e) All Assets comprised in the **Undertakings of the Transferor Companies** as on the Appointed Date, whether or not included in the books of the **Transferor Companies**, and all assets and properties, which are acquired by the **Transferor Companies**, on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the assets and properties of the **Transferee Company** by virtue of and in the manner provided in this Scheme
- f) All the statutory and other licenses, permits, approvals, permissions, registrations including without limiting registration with concern authorities, incentives, benefits, subsidies, concessions, grants, reliefs, rights including land development rights, claims, leases, tenancy rights, liberties, special status and 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 pursuant to the provisions of Section 230 to 232 of the Companies Act, 2013 , 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, approvals, permissions, registrations, incentives, benefits, subsidies, concessions, grants, rights including land development rights, claims, leases, tenancy rights, liberties, special status and privileges of the **Transferee Company** and shall remain valid, effective and enforceable on the same terms and conditions and shall be appropriately mutated by the Statutory and other Authorities concerned in favour of the **Transferee Company** upon the Scheme becoming effective.

5.3 Transfer of Liabilities

- 5.3.1 Without prejudice to the generality of Clause 5.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date, all Liabilities of every kind, nature and description of the **Transferor Companies** shall, pursuant to the sanction of this Scheme by the Tribunal and pursuant to the provisions of Section 230 to 232 of the Companies Act, 2013 and other applicable provisions, if any, of the Act, be transferred or be deemed to be transferred to the **Transferee Company**, without any further act, instrument, deed, matter or thing and the same shall be assumed by the **Transferee Company** to the extent they are outstanding on the Effective

Date so as to become as and from the Appointed Date, the Liabilities of the **Transferee Company** on the same terms and conditions as were applicable to the **Transferor Companies** and the **Transferee Company** shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.

- 5.3.2 All Liabilities as on the Appointed Date, whether or not provided in the books of the **Transferor Companies**, and all loans raised and utilised and all debts and/or liabilities and obligations incurred, duties and obligations relating to the **Transferor Companies** which arise or accrue to the **Transferor Companies** on or after the Appointed Date till the Effective Date, shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the **Transferee Company** and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and pursuant to the provisions of Section 232 of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to and vested in the **Transferee Company** and shall become the loans and Liabilities of the **Transferee Company** by virtue of and in the manner provided in this Scheme and the **Transferee Company** shall meet, discharge and satisfy the same.
- 5.3.3 Where any of the Liabilities of the **Transferor Companies** as on the Appointed Date transferred to the **Transferee Company** have been discharged by the **Transferor Companies** after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the **Transferee Company**
- 5.3.4 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may hereafter become due between the **Transferor Companies** 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**. It is hereby clarified that there will be no accrual of interest or other charges in respect of any such inter-company loans, advances and other obligations with effect from the Appointed Date.
- 5.3.5 All liabilities and obligations arising out of banking facilities, guarantees and counter guarantees executed by the **Transferor Companies** relating to its Undertakings/ Branch Offices in favour of third party shall become liability/ obligation of the **Transferee Company** which it undertakes to meet, discharge and satisfy.
- 5.3.6 Upon this Scheme becoming effective (with effect from the Appointed Date) all debts, liabilities, dues, duties and obligations including all income taxes, excise duty, customs duty, sales tax, value added tax, service tax and

other Government and Semi-Government liabilities of the **Transferor Companies** shall pursuant to the applicable provisions of the Act and without any further act or deed be also transferred or be deemed to be transferred to and vest in and be absorbed, taken over and assumed by the **Transferee Company** so as to become as from the Appointed Date the debts, liabilities, duties and obligations of **Transferee Company** on the same terms and conditions as were applicable to the **Transferor Companies** and it is further specifically clarify, admit, assure and declared by the **Transferee Company** that it will pay and discharge the same on due date(s) .

5.3.7 Mortgages and charges

- (a) In so far as the Assets of the **Transferor Companies** are concerned, the securities, mortgages, charges, encumbrances or liens (hereinafter referred to as the "Encumbrances") if any existing or if created at any time prior to the Effective Date, over the Assets or any part thereof, transferred to the **Transferee Company** in terms of this Scheme and relating to the Liabilities of the **Transferor Companies**, shall, after the Effective Date, without any further act or deed, continue to relate or attach to such Assets or any part thereof, but such Encumbrances, if any, shall not relate or attach to any of the assets and properties of the **Transferee Company** or any part thereof or to any of the other Assets of the **Transferor Companies** transferred to the **Transferee Company** pursuant to this Scheme, save to the extent warranted by the terms of any existing security arrangements to which the **Transferor Companies** and the **Transferee Company** are party, and consistent with the joint obligations assumed by them under such arrangements.
- (b) Without prejudice to sub-clause (a) of this Clause 5.3.1, it is clarified that the transfer and vesting of the **Transferor Companies** to and in the **Transferee Company** in terms of this Scheme shall be subject to the Encumbrances, if any, on the Assets so transferred and vested and with effect from the Effective Date, any reference in any security documents or arrangements 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 **Transferee Company**, provided always that such Encumbrances, if any, shall extend only to and over those assets and properties of the **Transferor Companies** transferred to and vested in the **Transferee Company** pursuant to this Scheme and not any other assets and properties of the **Transferee Company**.

5.3.8 The existing securities, mortgages, charges, encumbrances or liens (including floating charges) over the assets and properties of the **Transferee Company** or any part thereof which relate to any liability, loan, deposit or facility availed of by the **Transferee Company** shall continue to relate or attach to the assets and properties of the **Transferee Company** to which the same relate or attach and nothing contained in this Scheme shall operate to enlarge or extend such securities, mortgages, charges, encumbrances or liens (including floating charge) to any of the assets or properties of the **Transferor Companies** or any part thereof which are

transferred to and vested in the **Transferee Company** under and pursuant to this Scheme.

5.4 Inter-se Transactions

Without prejudice to Clauses 5.1 to 5.3, with effect from the Appointed Date, all inter-party transactions between the **Transferor Companies** and the **Transferee Company** shall be considered as intra-party transactions for all purposes from the Appointed Date.

6 TRANSFEROR COMPANIES STAFF, WORKMEN AND EMPLOYEES

Upon the coming into effect of this Scheme:

- 6.1 All the employees of the Transferor Companies who are in employment as on the Effective Date shall become the employees of the Transferee Company with effect from the Effective date without any break or interruption in service and on the same terms and conditions as to employment and remuneration on which they are engaged or employed by the Transferor Companies. It is clarified that the employees of 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 Transferee company.
- 6.2 The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by any of the Transferor Companies with any Union/ employee of any of the Transferor Companies which is in force as on the Effective Date.
- 6.3 The Transferee Company shall have the right to transfer such employees to any unit, division, subsidiary, profit/cost centre or department of the Transferee Company situated anywhere in India or abroad if warranted and as may be necessary from time to time.
- 6.4 As far as the provident fund, gratuity fund or any other special fund or schemes (including the Employee Stock Option Scheme(s)) existing for the benefit of the employees of the Transferor Companies are concerned, upon the coming into effect of this Scheme, the Transferee Company shall be substituted and / or transferred for the Transferor Companies for all purposes whatsoever related to the administration/operation of such funds or schemes or in relation to the obligation to make contribution to the said funds or schemes in accordance with provisions of such funds or schemes according to the terms provided in the respective trust deeds or other documents and till such time shall be maintained separately. All the rights, duties, powers and obligations of the Transferor Companies in relation to such funds or Schemes shall become those of the Transferee Company and the services of the employees will be treated as being continuous for the purpose of the aforesaid funds or schemes

7 CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

- 7.1 Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements including but not limited to all sales tax exemptions and/or deferral benefits and/or any other direct or

indirect tax benefits and incentives and other instruments of whatsoever nature including but not limited to all land development rights, tenancies, leases, licenses and other assurances in favour of **the Transferor Companies** or powers or authorities granted by or to it of whatsoever nature to which the **Transferor Companies** is a party or to the benefit of which the **Transferor Companies** may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall without any further act, instrument or deed, continue and remain in full force and effect against or in favour of the **Transferee Company** as the case may be 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 thereto or there-under.

- 7.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that the vesting of the Undertakings 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 or enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the **Transferor Companies** is a party or any writings as may be necessary to be executed in order to give formal effect to the provisions of this Scheme. The **Transferee Company** shall, be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the **Transferor Companies**.
- 7.3 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, licences, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the **Transferor Companies** in relation to their Undertakings shall stand transferred to the **Transferee Company**, as if the same were originally given, issued to or executed in favour of the **Transferee Company**, and the **Transferee Company** shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the **Transferee Company**.

8 LEGAL PROCEEDING

- 8.1 Upon the coming into effect of this Scheme, all suits, actions and proceedings by or against the **Transferor Companies** pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the **Transferee Company** as effectually and in the same manner and to the same extent as if the same had been pending and/or arising by or against the **Transferor Companies**.
- 8.2 The **Transferee Company** undertakes to have all legal or other proceedings initiated by or against the **Transferor Companies** referred to in clause 8.1 above transferred to its name and to have the same continued, prosecuted and enforced by or against the **Transferee Company**.

9 OPERATIVE DATE OF THE SCHEME

- 9.1 The Scheme, set out herein in its present form or with any modification(s) approved or imposed or directed by the Hon'ble Tribunal at Mumbai shall be effective from the Appointed Date but shall be operative from the Effective Date.
- 9.2 The sequence or the order of taking effect of Amalgamation of amalgamating companies, which is an essence of the Scheme, shall be as under:
- a) The Amalgamation of First Transferor Company (BST) with the Transferee Company (**SFYPL**) shall take effect and be operative prior to amalgamation of Second Transferor Company (DEL) with the Transferee Company. The Appointed Date for the purpose of Amalgamation of the First Transferor Company with the Transferee Company is 16th November 2016.
 - b) The Amalgamation of Second Transferor Company (DEL) with the Transferee Company shall take effect and be operative subsequent to amalgamation of First Transferor Company with the Transferee Company. The Appointed Date for the purpose of Amalgamation of the Second Transferor Company with the Transferee Company is 16th November 2016.

10 CONDUCT OF BUSINESS

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

- a) The Transferor Companies shall carry on and shall be deemed to have carried on all their business and activities relating to their respective Undertakings as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of their respective Undertakings on account of, and for the benefit of and in trust for, the Transferee Company.
- b) All the profits or incomes accruing or arising to the Transferor Companies, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) in relation to the Undertakings of the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or as the case may be, expenditure or losses (including taxes) of the Transferee Company.
- c) Any of the rights, powers, authorities and privileges attached or related or pertaining to the Undertakings 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, relating or pertaining to the Undertakings 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.
- d) The Transferor Companies shall carry on their respective business and activities with reasonable diligence and utmost 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 subsidiaries or group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with their respective undertakings 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 Tribunal; or
- ii. if the same is expressly permitted by this Scheme; or
- iii. if the same is pursuant to any pre-existing obligations undertaken prior to the Appointed Date
- iv. if written consent of the Board/Committee of Directors of the Transferee Company has been obtained

10.2 The Transferor Companies shall not make any change in their respective capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner except under any of the following circumstances:

- i. by mutual consent of the respective Board/Committee of Directors of the Transferor Companies and of the Transferee Company; or
- ii. as may be permitted under this Scheme.

10.3 On and from the Appointed Date, all suits, actions and legal proceedings by or against the Transferor Companies shall be continued and / or enforced until the Effective Date 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 instituted and/or pending and/or arising by or against the Transferee Company

11 CANCELLATION OF SHARE CAPITAL OF THE TRANSFEROR COMPANIES

Since the entire equity share capital of the Transferor Companies is held by The Transferee Company, upon amalgamation, the Transferee Company would not be required to issue and allot any shares to the shareholders of the Transferor Companies. The Shares so held by the Transferee Company shall stand cancelled and extinguished pursuant to the implementation of the Scheme of Amalgamation.

12 PROFITS, DIVIDENDS, BONUS / RIGHTS SHARES

12.1 With effect from the Appointed Date, the Transferor Companies shall not without the prior written consent of the Transferee Company, utilize the profits, if any, for declaring or paying of any dividend to its shareholders and shall also not utilize, adjust or claim adjustment of profits/loss/reserves, as the case may be earned/ incurred or suffered after the Appointed Date.

12.2 The Transferor Companies shall not after the Appointed Date, issue or allot any further securities, by way of rights or bonus or otherwise without the prior written consent of the Board of Directors of the Transferee Company.

13. REORGANISATION / RESTRUCTURING AND MERGING OF AUTHORISED CAPITAL

13.1 Upon sanction of this Scheme, the authorised share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the authorised share capital of First Transferor Company amounting to **Rs. 37,00,000/- (Rupees Thirty seven lakhs)** comprising of 3,70,000 (Three lakh seventy thousand) equity shares of Rs. 10/- each and by the authorised share capital of the Second Transferor Company amounting to **Rs. 25,00,000/- (Rupees Twenty five lakhs)** comprising of 25,000 (Twenty five thousand) equity shares of Rs. 100/- each, and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Sections 13, 14, 61 and other applicable provisions of the Companies Act 2013, as the case may be and for this purpose the stamp duties and fees paid on the authorized capital of the transferor companies shall be utilized and applied to the increased authorized share capital of the Transferee Company and no payment of any extra stamp duty and/or fee shall be payable by Transferee Company for increase in the authorised share capital to that extent.

13.2 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act.

13.3 Accordingly, in terms of this Scheme, the authorised share capital of the Transferee Company shall stand enhanced to an amount of Rs. 8,62,00,000/- (Rupees Eight Crore Sixty Two Lakh only) comprising of 53,70,000 Equity Shares of Rs. 10/- each amounting to Rs 5,37,00,000, 25,000 Equity Shares of Rs 100/- each amounting to Rs 25,00,000 and 30,00,000 Preference shares of Rs 10/- each amounting to Rs 3,00,00,000/- and the capital clause being Clause V of the Memorandum of Association of the Transferee Company shall stand substituted to read as follows:

“V. The Authorised Capital of the Company is Rs. 8,62,00,000/- (Rupees Eight Crore Sixty Two Lakh only) comprising of 53,70,000 Equity Shares of Rs. 10/- each amounting to Rs 5,37,00,000, 25000 Equity Shares of Rs 100/- each amounting to Rs 25,00,000 and 30,00,000 Preference shares of Rs 10/- each amounting to Rs 3,00,00,000/- with power to increase or reduce and repay the Share Capital or any portion thereof at any time and from time to time in accordance with the regulation of the Company and the legislative provisions for the time being in that behalf. These shares in the Share Capital of the Company for the time being, whether original or increased, may be divided, consolidated and subdivided into one or more or several classes by any issue

or new issue of any class, of any value, with such preferential, qualified or special rights, privileges or conditions as may be determined or in accordance with the Articles of Association of the Company and the right to vary, modify or abrogate any such rights, privileges, or conditions in such manner as may for time being provided by Articles of Association of the Company”.

- 13.4 Article 3 of the Article of Association of the Transferee Company shall, on the Effective date, also stand substituted to read as follow:

Article 3 Share Capital

- a) The authorised capital of the Company shall be such as is set out in the clause V of the Memorandum of Association of the Company from time to time.
- b) The Company may from time to time increase or reduce or alter its capital and divide the Shares in the original or increased capital for the time being into several classes and attach thereto respectively, such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Act or as provided by the regulations of the Company for the time being.

- 13.5 Consequent upon the amalgamation, the authorised, subscribed and paid-up share capital of the Transferee Company will be as under:

A. Authorised Capital

<u>Authorised Capital</u>	<u>Amount in Rs.</u>
53,70,000 Equity Shares of Rs. 10/- each	5,37,00,000
25,000 Equity Shares of Rs 100/- each	25,00,000
30,00,000 Preference shares of Rs. 10/- each	3,00,00,000
TOTAL	8,62,00,000

B. Subscribed and Paid Up Capital

<u>Subscribed and Paid Up Capital</u>	<u>Amount in Rs.</u>
43,66,400 Equity Shares of Rs 10/- each	4,36,64,000
TOTAL	4,36,64,000

PART V- TAX AND ACCOUNTING TREATMENT

14 TREATMENT OF TAXES

- 14.1 Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Maharashtra Value Added Tax Act, 2002, Central Sales Tax Act, 1956, any other State Sales Tax / Value Added Tax laws, Service Tax, 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 Transferee Company.
- 14.2 All taxes (including income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, 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, in so far as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of 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.
- 14.3 Any refund under the Tax Laws received by / due to Transferor Companies consequent to the assessments made on Transferor Companies subsequent to the appointed Date 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.
- 14.4 Without prejudice to the generality of the above, all benefits including under the income tax, sales tax, excise duty, customs duty, service tax, VAT, etc., to which the Transferor Companies is/are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.
- 14.4 The provisions of this Scheme as they relate to the amalgamation of Transferor Companies into and with Transferee Company have been drawn up to comply with the conditions relating to "amalgamation" as defined u/s 2(1B) of the Income Tax Act 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section of the Income Tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income Tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income Tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

15 ACCOUNTING TREATMENT

- 15.1 Amalgamation of the Transferor Companies with the Transferee Company shall be accounted for in accordance with "Pooling of Interest Method" of accounting as per applicable Accounting Standard (Accounting for Amalgamations-AS 14 or Accounting for Business Combination IND-AS 103) as applicable to the Listed Companies and as notified under Section 133 of the Companies Act, 2013 read with Rule 7 of the Companies (Accounts) Rules, 2014 (applicable Accounting Standards) and other generally accepted accounting principles.
- 15.2 Accordingly upon the Scheme becoming effective all the Assets, Liabilities and the Reserves of the Transferor Companies shall be recorded by the Transferee Company at their existing carrying amount and in the same form.
- 15.3 If and to the extent there are inter-corporate loans, deposits or balances as between the Transferor Companies inter-se and the Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and corresponding suitable effect shall be given in the books of account and records of the Transferee Company.
- 15.4 All costs and expenses incurred whether of the Transferor or of the Transferee companies, incidental with the finalization of the scheme and to put it into operation, including all advisory fees and charges and expenses attributable to implementation of the Scheme, shall be borne by the Transferee Company, be kept in a "merger suspense" account and adjusted against the general reserves in the books of the Transferee Company on completion of the Scheme
- 15.5 Upon coming into effect of this scheme, to the extent that there are inter-company deposits / loans and advances balances and obligations outstanding as between or amongst the Transferee Company and Transferor Companies will stand cancelled and there shall be no further obligation / outstanding in that behalf and corresponding effect shall be given in the books of accounts and records of the Transferee Company. For the removal of doubts, it is clarified that from the Appointed Date there would be no accrual of interest or other charges in respect of any deposits / loans and advances balances and obligations between or amongst the Transferor Companies and Transferee Company.
- 15.6 The amount of share capital of the Transferor Companies and investment held by the Transferee Company in the Transferor Companies shall be adjusted against each other.
- 15.7 The differences between the value of net assets of the Transferor Companies after giving effect to sub-clause 15.2, 15.3 and 15.4 and 15.5 above and adjusting the diminution, if and to the extent considered appropriate by the Board of Directors of the Transferee Company, in the value of certain assets as on the Appointed Date, transferred to the Transferee Company pursuant to the orders of Tribunal over the cost of Investment in the shares of the Transferor Companies, in case of deficit, be debited to General Reserve Account / Amalgamation Goodwill Account and in case of surplus, an amount, as may be considered appropriate by the Board be credited to Capital Reserve Account, as the case may be.

PART VI- GENERAL TERMS AND CONDITIONS

16 DISSOLUTION OF THE TRANSFEROR COMPANIES

On the Scheme becoming effective, the Transferor Companies shall be dissolved without being wound up.

17 SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the Undertakings of the Transferor Companies under Clause 5 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company shall accept and adopt 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 Transferee Company.

18 VALIDITY OF EXISTING RESOLUTIONS, ETC.

- a) 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 upper monetary or other limits imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added to the limits, if any, imposed under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.
- b) the limits of the Transferee Company for borrowings (apart from temporary loans obtained from the bankers in the ordinary course of business) in terms of Section 180(1)(c) and for charging the assets in terms of section 180(1)(a) of the Act shall, without any further act, instrument or deed, stand enhanced by the limits approved for the Transferor Companies.

19 MODIFICATION OF SCHEME

19.1 The Transferor Companies and the Transferee Company by their respective Boards of Directors or any Committee thereof or any Director authorised in that behalf (hereinafter referred to as the "Delegate") may assent to, or make, from time to time, any modifications or amendments or additions to this Scheme which the Tribunal or any authorities under law may deem fit to approve of or which the Tribunal or any authorities under law may impose and which the Transferor Companies and the Transferee Company may in their discretion accept or such modifications or amendments or additions as the Transferor Companies and the Transferee Company or as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme, and the Transferor Companies and the Transferee Company by their respective Boards of Directors or Delegates are authorised to do and execute all acts, deeds,

matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect. In the event that any conditions imposed by the Tribunal or any authorities are found unacceptable by the Transferor Companies or the Transferee Company for any reason, then the Transferor Companies and the Transferee Company shall be at liberty to withdraw the Scheme. The aforesaid powers of the Transferor Companies and the Transferee Company may be exercised by the Delegate of the respective Companies.

19.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Delegates (acting jointly) of the Transferor Companies and Transferee Company may give and are authorised to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith 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. All modification / amendments to the Scheme shall be subject to approval of the Tribunal.

20 FILING OF APPLICATIONS

The Transferor Companies shall with all reasonable despatch, make and file all applications and/or petitions under Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Act before the Tribunal for sanction of this Scheme and for the dissolution without winding up of the Transferor Companies under the provisions of law, and shall apply for such approvals as may be required under law.

21 APPROVALS

The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Appropriate Authority (Defined), if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertakings or any of them and to carry on the business of the Transferor Companies.

22 SCHEME CONDITIONAL UPON SANCTIONS, ETC.

22.1 This Scheme is conditional upon and subject to:

22.1.1 The Scheme being agreed by the respective requisite majorities of the members and the creditors of the Transferor Companies and the Transferee Company in accordance with Section 230 to 232 and other applicable provisions of the Companies Act, 2013.

22.1.2 The sanction of this Scheme by the Tribunal or any other appropriate authority under Section 230 to 232 and other applicable provisions of the Companies Act, 2013, if any, in favour of the Transferor Companies and the Transferee Company.

22.1.3 The requisite, consent, approval or permission of the Appropriate Authority, which by law may be necessary for the implementation of this Scheme.

22.1.4 This Scheme although to come into operation from the Appointed Date and shall not become effective till the date on which all necessary certified copies of orders under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 shall be duly filed with the Registrar of Companies, Maharashtra at Mumbai.

23 EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the Tribunal such other competent authority and / or the Order not being passed as aforesaid before March 31, 2018 or within such further period or periods as may be agreed upon between the Transferor Companies and the Transferee Company by their Boards of Directors (and which the Boards of directors of the Companies are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation) this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.

24 COSTS, CHARGES AND EXPENSES

All costs, charges and expenses (including any taxes and duties) of 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 shall be borne and paid by the Transferee Company.