

CIN : U51398WB1993PTC057932

MIDKOT INVESTMENTS PVT. LTD.

(FORMERLY : MIDKOT TRADES PVT. LTD.)

Regd. Office :
687, Anandapur, E. M. Bypass, 2nd Floor
Kolkata - 700 107 Phone : 6613 6264
E-mail : panemamias@emamigroup.com

Date: 10/12/2021

The Secretary
National Stock Exchange of India Limited
Exchange Plaza
Plot No. C/1, G Block
Bandra - Kurla Complex
Bandra(E)
Mumbai - 400 051

The Secretary
The Calcutta Stock Exchange Limited
7, Lyons Range
Kolkata - 700 001

The Secretary
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai - 400 001

The Company Secretary
Emami Realty Limited
Acropolis 13th floor,
1858/1, Rajdanga Main Road,
Kolkata-700107

Dear Sirs,

Sub: Disclosure under regulation 29(2) of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

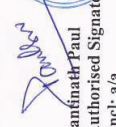
Please find enclosed herewith disclosure in terms of Regulation 29(2) of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

This is for your information & record.

Thanking you,

Yours faithfully,

For and on behalf of Promoter and Promoter Group of Emami Realty Limited.
Midkot Investments Private Limited


Sanjib Paul
Authorised Signatory
Enc: a/a



Disclosures under Regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

| Name of the Target Company (TC) | Emami Realty Limited (The "Company") |
|---|---|
| Name(s) of the acquirer and Persons Acting in Concert (PAC) with the acquirer | Acquirer- Midkot Investments Private Limited PACs- Please refer Table 1 |
| Whether the acquirer belongs to Promoter / Promoter group | The Acquirer is a part of the Promoter group of the Company |
| Name(s) of the Stock Exchange(s) where the shares of TC are Listed | BSE Limited; National Stock Exchange of India Limited The Calcutta Stock Exchange Limited |
| Details of the acquisition / disposal as follows | Number % w.r.t. total Share / voting capital wherever applicable (%) % w.r.t. total diluted share / voting capital of the TC^(*) |
| Before the acquisition / disposal under consideration, holding of: | |
| a) Shares carrying voting rights (Note: Refer Table 1) | 2,40,14,150 63.4558% 63.4558% |
| b) Shares in the nature of encumbrance (pledge / lien / non-disposal undertaking / others) | - - - |
| c) Voting rights (VR) otherwise than by equity shares | - - - |
| d) Warrants / convertible securities / any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) | - - - |
| e) Total (a+c+d) | 2,40,14,150 63.4558% 63.4558% |
| Details of acquisition / sale | |
| a) Shares carrying voting rights acquired / sold Midkot Investments Private Limited | 36,143 0.10% 0.10% |
| b) VRs acquired / sold otherwise than by shares | - - - |
| c) Warrants / convertible securities / any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) after acquisition. | - - - |
| d) Shares encumbered / invoked / released by the acquirer. | - - - |
| e) Total (a+b+c) | 36,143 0.10% 0.10% |

For MIDKOT INVESTMENTS PVT. LTD.

Director / Authorised Signatory

| After the acquisition / sale, holding of: | | | | |
|---|--|---|------------------------|-----------------|
| a) Shares carrying voting rights (Note: Refer Table 1) | | 2,40,14,150 | 63.4558% | 63.4558% |
| b) Shares encumbered with the acquirer | | - | - | - |
| c) VRs otherwise than by equity shares | | - | - | - |
| d) Warrants / convertible securities / any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) after acquisition | | - | - | - |
| e) Total (a+c+d) (Note- Refer Table 1) | | 2,40,14,150 | 63.4558% | 63.4558% |
| <p>Mode of acquisition / sale (e.g. open market / off-market / public issue / rights issue / preferential issue / inter-se transfer etc.)</p> <p>Acquisition pursuant to Scheme of Arrangement approved by Hon'ble National Company Law Tribunal, Kolkata providing for amalgamation of Pan Emami Cosmed Limited, Emami Capital Markets Limited, TMT Viniyogam Limited, New Way Constructions Limited, Sundew Finance Private Limited, Ramshila Enterprises Private Limited, EFL Foods Limited, Medial Chemical & Research Works Limited, Karan Business Private Limited, ZEN Business Private Limited, Sneha Abasan Private Limited and Sneha Niketan Private Limited (hereinafter collectively referred to as 'Transferor Companies') with Midkot Investments Private Limited ('Transferee Company') vide its order No. C.P. (CAA) No. 89/KB/2021 connected with C.A. (CAA) No. 1237/KB/2020 dated 15/11/2021.</p> <p>All the shares of Emami Realty Ltd held by TMT Viniyogam Limited, PAN Emami Cosmed Limited and Emami Capital Markets Limited have been transferred to Midkot Investments Private Limited as per above scheme.</p> | | | | |
| Date of acquisition / sale of shares / VR or date of receipt of intimation of issue of shares, whichever is applicable | | 09/12/2021 | | |
| Equity share capital / total voting capital of the TC before the said acquisition / sale (*) | | Number: 3,78,43,889 equity shares of Rs. 2 each | Amount: Rs.75,68,77,78 | |
| Equity share capital / total voting capital of the TC after the said acquisition / sale | | Number: 3,78,43,889 equity shares of Rs. 2 each | Amount: Rs.75,68,77,78 | |
| Total diluted share / voting capital of the TC after the said acquisition / sale | | Number: 3,78,43,889 equity shares of Rs. 2 each | Amount: Rs.75,68,77,78 | |

For: MIDKOT INVESTMENTS PVT. LTD.

 Director / Authorised Signatory

Note:

(*) Total share capital / voting capital to be taken as per the latest filing done by the Company to the Stock Exchange under Clause 35 of the listing Agreement [Regulation 31 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015].. - The paid-up share capital of the Company is Rs. Rs.75,68,77,78.

(**) Diluted share / voting capital means the total number of shares in the TC assuming full conversion of the outstanding convertible securities/warrants into equity shares of the TC.

For and on behalf of Promoter and Promoter Group of Emami Realty Limited.
 Midkot Investments Private Limited



Santinath Paul
 Authorised Signatory

| (1) | Category & Name of the Shareholders | PAN | Before Merger | | | Post Merger | | |
|-----|--|------------|---|--|--|---|--|--|
| | | | No. of fully paid up equity shares held | Shareholding % (including shares encumbered) | Shareholding % (including shares encumbered) | No. of fully paid up equity shares held | Shareholding % (including shares encumbered) | Shareholding % (including shares encumbered) |
| (a) | Indian Individuals/Hindu undivided Family | | 2680502 | 7.0831 | | 2680502 | 7.0831 | |
| | PACs | | | | | | | |
| | PRITI A SUREKA | ALBPS7596H | 9,33,880 | 2.4677 | | 9,33,880 | 2.4677 | |
| | PRASHANT GOENKA | ADVP2530R | 403566 | 0.1067 | | 403566 | 0.1067 | |
| | SUSHIL KUMAR GOENKA | AHNP6100Q | 401666 | 0.1061 | | 401666 | 0.1061 | |
| | MANISH GOENKA | ADXP2393B | 40122 | 0.1060 | | 40122 | 0.1060 | |
| | ASHISH GOENKA | AHAP2953F | 40000 | 0.1057 | | 40000 | 0.1057 | |
| | GOHIN RAGHAVA AGARWAL | BNGP5495H | 33333 | 0.0881 | | 33333 | 0.0881 | |
| | ANURAG SUREKA | AKBP1830A | 26666 | 0.0705 | | 26666 | 0.0705 | |
| | VIDUL AGARWAL | ADPP27146D | 25716 | 0.0682 | | 25716 | 0.0682 | |
| | MOHAN GOENKA | ADPP27146D | 25716 | 0.0682 | | 25716 | 0.0682 | |
| | ADITYA VARDHAN AGARWAL | ADAP30465A | 20909 | 0.0562 | | 20909 | 0.0562 | |
| | SOHNA AGARWAL | ADAP30465A | 20909 | 0.0562 | | 20909 | 0.0562 | |
| | DHIRAJ AGARWAL | AC2P48018P | 14269 | 0.0377 | | 14269 | 0.0377 | |
| | HARSHA VARDHAN AGARWAL | ADBP40877E | 8685 | 0.0229 | | 8685 | 0.0229 | |
| | USHA AGARWAL | ADAP40877E | 8685 | 0.0229 | | 8685 | 0.0229 | |
| | SANTOSH GOENKA | ADXP2950F | 6,96,832 | 1.8413 | | 6,96,832 | 1.8413 | |
| | MADAN LAL AGARWAL | ACYP49058I | 3333 | 0.0088 | | 3333 | 0.0088 | |
| | KUSUM AGARWAL | ACMP45029R | 2266 | 0.0060 | | 2266 | 0.0060 | |
| | ABHISHEK AGARWAL | ADHP4424L | 1933 | 0.0051 | | 1933 | 0.0051 | |
| | LAXMI DEVI BAJOURIA | AGPB2742F | 1666 | 0.0044 | | 1666 | 0.0044 | |
| | RAJKUMAR GOENKA | AEAP29489B | 397349 | 1.0500 | | 397349 | 1.0500 | |
| | RADHESHYAM GOENKA | AEGP28285B | 748 | 0.0020 | | 748 | 0.0020 | |
| | AVISHI SUREKA | BNGP5495H | 333 | 0.0009 | | 333 | 0.0009 | |
| | INDU GOENKA | ADSP20472F | 2,97,483 | 0.7861 | | 2,97,483 | 0.7861 | |
| | JYOTI GOENKA | AHNP6100Q | 333 | 0.0009 | | 333 | 0.0009 | |
| | MANSHI AGARWAL | AHNP6100Q | 333 | 0.0009 | | 333 | 0.0009 | |
| | SHANTI DEVI AGARWAL | ADAP41967D | 237 | 0.0006 | | 237 | 0.0006 | |
| | RADHESHYAM AGARWAL | AGBP4227J | 166 | 0.0004 | | 166 | 0.0004 | |
| | RUCHA AGARWAL | AAFP20814F | 166 | 0.0004 | | 166 | 0.0004 | |
| | RASHMI GOENKA | AAFP5891J | 166 | 0.0004 | | 166 | 0.0004 | |
| | SASWAT GOENKA | AMBPG6890P | 166 | 0.0004 | | 166 | 0.0004 | |
| | SAROJ GOENKA | ADXP21677K | 166 | 0.0004 | | 166 | 0.0004 | |
| | SHREYA GOENKA | AMCP28876A | 166 | 0.0004 | | 166 | 0.0004 | |
| | NIMISHA GOENKA | AMBR27011Q | 166 | 0.0004 | | 166 | 0.0004 | |
| | YOGESH GOENKA | ADXP2393B | 133 | 0.0004 | | 133 | 0.0004 | |
| | SACHIN GOENKA | AMFP24536L | 133 | 0.0004 | | 133 | 0.0004 | |
| | PUJA GOENKA | AGPG3997K | 111 | 0.0003 | | 111 | 0.0003 | |
| | VIBHASHI VARDHAN AGARWAL | AKFP49251E | 104 | 0.0003 | | 104 | 0.0003 | |
| | JAYANTI GOENKA | ADNP4050G | 103 | 0.0003 | | 103 | 0.0003 | |
| | Sub Total | | 2680502 | 7.0831 | | 2680502 | 7.0831 | |
| | Bodies Corporate | | 21333477 | 56.3723 | | 21333477 | 56.3723 | |
| (b) | TMT VINIYOGANI LIMITED | AAAC79455F | 35303 | 0.0933 | | 35303 | 0.0933 | |
| | EMAMI PAPER MILLS LTD. | AABC2423Q | 833 | 0.0022 | | 833 | 0.0022 | |
| | EMAMI CAPITAL MARKETS LIMITED | AABC2314D | 452 | 0.0012 | | 452 | 0.0012 | |
| | PAN ENAMI COSMED LTD. | AABC1519G | 382 | 0.0010 | | 382 | 0.0010 | |
| | EMAMI FRANK ROSS LIMITED | AABC13726D | 333 | 0.0009 | | 333 | 0.0009 | |
| | SURAJ FINVEST PRIVATE LIMITED (to be known as SNEHA GARDENS PVT. LTD.) | AAAC75291J | 10447850 | 27.6078 | | 10447850 | 27.6078 | |
| | SNEHA ENCLAVE PVT. LTD. | AABC35918D | 10848318 | 28.6660 | | 10848318 | 28.6660 | |
| | Acquirer | | | | | | | |
| | MIDKOT INVESTMENTS PVT. LTD. (Refer Note 1) | AAAC26161E | | | | 36143 | 0.0955 | |
| | Sub Total | | 21333477 | 56.3723 | | 21333477 | 56.3723 | |

| (2) | Foreign Individuals (Non-Resident Individuals/Foreign Individuals) | | | | | | |
|-----|--|--|----------|---------|--|----------|---------|
| (d) | PACS | | | | | | |
| | ADCPFG1933D | | 171 | 0.0005 | | 171 | 0.0005 |
| | Sub Total | | 171 | 0.0005 | | 171 | 0.0005 |
| | Total Shareholding of Promoter and Promoter Group (A)+(A1)+(A2) | | 24014150 | 63.4558 | | 24014150 | 63.4558 |

Note 1

Acquired pursuant to Scheme of Arrangement approved by Hon'ble National Company Law Tribunal, Kolkata providing for amalgamation of Pan Enami Coesmed Limited, Enami Capital Markets Limited, TMT Viniyogani Limited, New Way Constructions Limited, Sundew Finance Private Limited, Ramshila Enterprises Private Limited, EFL Foods Limited, Medial Chemical & Research Works Limited, Karan Business Private Limited, ZEN Business Private Limited, Sneha Abhasan Private Limited and Sneha Nikaan Private Limited with Midkot Investments Private Limited vide its 'order No.C.P. (CAA) No. 89/KB/2021 connected with C.A. (CAA) No. 1237/KB/2020 dated 15/11/2021.

All the shares of Enami Realty Ltd held by TMT Viniyogani Limited, PAN Enami Coesmed Limited and Enami Capital Markets Limited have been transferred to Midkot Investments Private Limited as per above scheme.

For MIDKOT INVESTMENTS PVT. LTD.

[Signature]
Director / Authorised Signatory

For MIDKOT INVESTMENTS PVT. LTD.

[Signature]
Director / Authorised Signatory

Form No. CAA.7

[Pursuant to Section 230 and rule 20]

IN THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH

C.P. (CAA) NO. 89/KB/2021
Connected with
C.A. (CAA) NO. 1237/KB/2020

In the Matter of the Companies Act,
2013 - Section 232(3) and Other
Applicable provisions

And

In the Matter of:

Midkot Investments Private
Limited, a company incorporated
under the Companies Act, 1956 and
being a Company within the
meaning of the Companies Act,
2013, having Corporate
Identification No.
U51398WB1993PTC057932 and its
registered office at 687, Anandapur,
E.M. Bypass 2nd Floor Kolkata-
70010 in the State of West Bengal.

.....Petitioner Company No. 1/
Transferee Company



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And

In the Matter of:

EFL Foods Ltd, a company
incorporated under the Companies
Act, 1956 and being a Company
within the meaning of the
Companies Act, 2013, having
Corporate Identification No.
U15419WB1988PLC044472 and its
registered office at Emami Tower,
687 Anandpur, E. M. Bypass
Kolkata-700107 in the State of West
Bengal.

.....Petitioner Company No. 2/
Transferor Company No. 1

And

In the Matter of:

Emami Capital Markets Limited, a
company incorporated under the
Companies Act, 1956 and being a
Company within the meaning of the
Companies Act, 2013, having
Corporate Identification No.
U72200WB1994PLC065399 and its
registered office at 687, Anandapur,



2 | Page

COMPARED

Em Bypass 2nd Floor Kolkata-
700107 in the State of West Bengal.

.....Petitioner Company No. 3/
Transferor Company No. 2

And

In the Matter of :

Karan Business Private Limited, a
company incorporated under the
Companies Act, 1956 and being a
Company within the meaning of the
Companies Act, 2013, having
Corporate Identification No.
U51909WB1996PTC078745 and its
registered office at 687, Anandapur,
Em Bypass 2nd Floor Kolkata-
700107 in the State of West Bengal.

.....Petitioner Company No. 4/
Transferor Company No. 3

And

In the Matter of :

Medal Chemical & Research Works
Limited, a company incorporated
under the Companies Act, 1956 and
being a Company within the
meaning of the Companies Act,

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2013, having Corporate
Identification No.
U24246WB1987PLC042395 and its
registered office at 687, Anandapur,
Em Bypass 2nd Floor Kolkata-
700107 in the State of West Bengal.

.....Petitioner Company No. 5/
Transferor Company No. 4

And

In the Matter of :

New Way Constructions Ltd, a
company incorporated under the
Companies Act, 1956 and being a
Company within the meaning of the
Companies Act, 2013, having
Corporate Identification No.
U70101WB1991PLC050757 and its
registered office at 687, Anandapur,
Em Bypass 2nd Floor Kolkata-
700107 in the State of West Bengal.

.....Petitioner Company No. 6/
Transferor Company No. 5

And

In the Matter of :



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Pan Emami Cosmed Limited, a company incorporated under the Companies Act, 1956 and being a Company within the meaning of the Companies Act, 2013, having Corporate Identification No. U24246WB1994PLC061553 and its registered office at 687, Anandapur, Em Bypass 2nd Floor Kolkata-700107 in the State of West Bengal.

.....Petitioner Company No. 7/
Transferor Company No. 6

And

In the Matter of:

Ramshila Enterprises Pvt. Ltd., a company incorporated under the Companies Act, 1956 and being a Company within the meaning of the Companies Act, 2013, having Corporate Identification No. U72200WB1994PTC061382 and its registered office at Delux Centre, 157c Lenin Sarani 3rd Floor, Room No. 308 Kolkata -700013 in the State of West Bengal.

5 | Page

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COMPARED



.....Petitioner Company No. 8/
Transferor Company No. 7

And

In the Matter of:

Sneha Abasan Pvt Ltd, a company incorporated under the Companies Act, 1956 and being a Company within the meaning of the Companies Act, 2013, having Corporate Identification No. U70101WB1996PTC081068 and its registered office at 687, Anandapur, Em Bypass 2nd Floor Kolkata-700107 in the State of West Bengal.

.....Petitioner Company No. 9/
Transferor Company No. 8

And

In the Matter of:

Sneha Niketan Pvt Ltd, a company incorporated under the Companies Act, 1956 and being a Company within the meaning of the Companies Act, 2013, having Corporate Identification No. U70101WB1996PTC081003 and its

6 | Page

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registered office at 687, Anandapur,
Em Bypass 2nd Floor Kolkata-
700107 in the State of West Bengal.

.....Petitioner Company No. 10/
Transferor Company No. 9

And

In the Matter of :

Sundew Finance Private Limited, a
company incorporated under the
Companies Act, 1956 and being a
Company within the meaning of the
Companies Act, 2013, having
Corporate Identification No.
U65191WB1993PTC057930 and its
registered office at 687, Anandapur,
E.M. Bypass 2nd Floor , Kolkata-
70010 in the State of West Bengal.

.....Petitioner Company No. 11/
Transferor Company No. 10

And

In the Matter of :

TMT Vinnyogan Ltd., a company
incorporated under the Companies
Act, 1956 and being a Company
within the meaning of the

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Companies Act, 2013, having
Corporate Identification No.
U65921WB1994PLC063865 and its
registered office at 687, Anandapur,
Em Bypass 2nd Floor Kolkata-
700107 in the State of West Bengal.

.....Petitioner Company No. 12/
Transferor Company No. 11

And

In the Matter of :

Zen Business Pvt Ltd, a company
incorporated under the Companies
Act, 1956 and being a Company
within the meaning of the
Companies Act, 2013, having
Corporate Identification No.
U51909WB1996PTC078744 and its
registered office at 687, Anandapur,
Em Bypass 2nd Floor Kolkata-
700107 in the State of West Bengal.

.....Petitioner Company No. 13/
Transferor Company No. 12

And



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And

In the matter of:

- 1) Midkott Investments Private Limited
 - 2) EFL Foods Ltd
 - 3) Emami Capital Markets Limited
 - 4) Karan Business Private Limited
 - 5) Medal Chemical & Research Works Limited.
 - 6) New Way Constructions Ltd
 - 7) Pan Emami Cosmed Limited
 - 8) Ramshila Enterprises Pvt. Ltd.
 - 9) Sneha Abasan Pvt Ltd
 - 10) Sneha Niketan Pvt Ltd
 - 11) Sundew Finance Private Limited
 - 12) TMT Vinnyogan Ltd.
 - 13) Zen Business Pvt Ltd
- Petitioner(s)

Order Under Section 230 to 232

1. The above Company Petition coming on for further hearing on the 02nd day of November 2021 and upon hearing the advocate appearing for the Petitioners and upon hearing Regional Director, Eastern

9 | Page

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Region representing the Central Government the final order was passed on 15th day of November 2021.

2. The court convened by video conference on 02.11.2021.
3. The instant petition has been filed under Section 232(3) and other applicable provisions of the Companies Act, 2013 ("Act") for sanction of the Scheme of Amalgamation of EFL Foods Ltd being the Petitioner No. 2 abovenamed ("Transferor Company No.1" or "Petitioner No. 2"), Emami Capital Markets Limited being the Petitioner No. 3 abovenamed ("Transferor Company No. 2" or "Petitioner No. 3"), Karan Business Private Limited being the Petitioner No. 4 abovenamed ("Transferor Company No. 3" or "Petitioner No. 4"), Medal Chemical & Research Works Limited. being the Petitioner No. 5 abovenamed ("Transferor Company No. 4" or "Petitioner No. 5"), New Way Constructions Ltd being the Petitioner No. 6 abovenamed ("Transferor Company No. 5" or "Petitioner No. 6"), Pan Emami Cosmed Limited being the Petitioner No. 7 abovenamed ("Transferor Company No. 6" or "Petitioner No. 7"), Ramshila Enterprises Pvt. Ltd. being the Petitioner No. 8 abovenamed ("Transferor Company No. 7" or "Petitioner No. 8"), Sneha Abasan Pvt Ltd being the Petitioner No. 9 abovenamed ("Transferor Company No. 8" or "Petitioner No. 9"), Sneha Niketan Pvt Ltd being the Petitioner No. 10 abovenamed ("Transferor Company No. 9" or "Petitioner No. 10"), Sundew Finance Private Limited being the Petitioner No. 11 abovenamed ("Transferor Company No. 10" or "Petitioner No. 11"), TMT

10 | Page

COMPARED



Viriyogan Ltd. being the Petitioner No. 12 abovenamed ("Transferor Company No. 11" or "Petitioner No. 12"), and Zen Business Pvt Ltd being the Petitioner No. 13 abovenamed ("Transferor Company No. 12" or "Petitioner No. 13") whereby and whereunder the Transferor Companies are proposed to be amalgamated with the Transferee Company from the Appointed Date, viz closing hours of business of 31st March, 2020 in the manner and on the terms and conditions stated in the said Scheme of Amalgamation ("Scheme").

4. The Petition has now come up for a final hearing. Counsel for the Petitioners submits as follows:-

- (a) The Scheme was approved unanimously by the respective Board of Directors of the Petitioner Companies at their meetings held on 15/01/2020 respectively.
- (b) The circumstances which justify and/or have necessitated the Scheme and the benefits of the same are, inter alia, as follows:-
 - (i) Consolidation of shareholding of group operating companies held by Transferor Companies and better control over group operating companies.
 - (ii) Consolidation of the businesses of the Transferor Companies and Transferee Company in the manner prescribed in the scheme

will increase their capacity to lend and invest which are required for the effective functioning of the Transferor Companies.

(iii) Synergies arising out of the consolidation of alike and supporting businesses of the Transferor Companies will lead to reflection of the fair value of the assets and liabilities of the Transferor Companies, whether currently recorded in the books or not.

(iv) This Scheme also seeks to reduce number of Non Banking Finance Companies in a manner that it is in the best interest of and without prejudicial to the shareholders.

(v) Reduction of administrative costs, operative and overhead expenses, legal and regulatory compliances which would further lead to cost efficiency and optimum utilization of the available resources and avoidance of inter company transactions; and

(vi) The amalgamation will result not only in consolidating and improving the internal systems, procedures and controls but will also bring greater management and operational efficiency due to integration of various similar functions being carried out by all the Transferor Companies such as finance, regulatory, management, etc.

(vii) Amalgamation will lead to consolidation of business and simplification of group corporate structure.

(c) The Statutory Auditors of respective Petitioner Companies have by their certificates dated 30/01/2020 confirmed that the accounting

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treatment in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Companies Act, 2013.

(d) No proceedings are pending under Sections 210 to 227 of the Companies Act, 2013 against the Petitioner(s).

(e) The exchange ratio of shares in consideration of the Amalgamation has been fixed on a fair and reasonable basis and on the basis of the Report thereon of Mr Sandeep Agrawal, Registered Valuer.

(f) The shares of the all Petitioner Companies are not listed in any Stock exchange.

(g) By an order dated 7th January, 2021 in Company Application (CAA) No. 1237/KB/2020, this Tribunal made the following directions with regard to meeting(s) of shareholders and creditors under Section 230(1) :-

i) Meeting(s) dispensed: Meeting(s) of the Equity Shareholders and unsecured creditors of the Petitioner Companies (except equity shareholders meeting of EFL Limited and Pan Emami Cosmed Limited) for considering the Scheme were dispensed with in view of all such shareholders and unsecured creditors having given their consent to the Scheme by way of affidavits. And further, as all Petitioner Companies had no secured creditors, no meeting of secured creditors was required to be held.



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ii) Meeting(s) directed to be held: Meeting(s) of the Equity Shareholders, of the EFL Limited and Pan Emami Cosmed Limited for considering the Scheme were directed to be held on 05/03/2021. Such meeting(s) were directed to be held physically at Emami Tower, 687, Anandpur, E.M. Bypass, Kolkata - 700107.

iii) The said meeting(s) were duly held on 05/03/2021, as directed. The said meeting(s) duly approved the Scheme by requisite majority.

(h) Consequently, the Petitioner(s) presented the instant petition for sanction of the Scheme. By an order dated 26/07/2021 the instant petition was admitted by this Tribunal and fixed for hearing on 14/09/2021 upon issuance of notices to the Statutory / Sectoral Authorities and advertisement of date of hearing. In compliance with the said order dated 26/07/2021, the Petitioner(s) have duly served such notices on the Regional Director, MCA on 09/08/2021, Registrar of Companies on 09/08/2021, Official Liquidator on 09/08/2021 Income Tax officer on 09/08/2021, Reserve Bank of India on 09/08/2021. The Petitioner(s) have also published such advertisements once each in the Financial Express and Aajkaal in their respective issues dated 17/08/2021. An affidavit of compliance duly affirmed on 06/09/2021 in this regard has also been filed by them.



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(i) All statutory formalities requisite for obtaining the sanction of the Scheme have been duly complied with by the Petitioners. The Scheme has been made bona fide and is in the interest of all concerned.

5. Pursuant to the said advertisements and notices the Regional Director, Ministry of Corporate Affairs, Kolkata ("RD"), Official Liquidator, High Court, Calcutta have filed their representations before this Tribunal.

6. The Official Liquidator has filed his report dated 30th April, 2021 and concluded as under:-

That the Official Liquidator on the basis of information submitted by the Petitioner Companies is of the view that the affairs of the aforesaid Transferor Companies do not appear to have been conducted in a manner prejudicial to the interest of its members or to the public interest as per the provisions of the Companies Act, 1956/the Companies Act, 2013 whichever is applicable.

7. The RD has filed his reply affidavit dated 13th September, 2021 ("RD affidavit") which has been dealt with by the Petitioner(s). The observations of the RD and responses of the Petitioner(s) are summarized as under:-

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(i) Paragraph No. 2 of RD affidavit dated 13/09/2021 as follows:-

(a) That it is submitted that on examination of the report of the Registrar of Companies, West Bengal it appears that no complaint and/or representation has been received against the proposed Scheme of Amalgamation. The petitioner companies are also up-dated in filing their statutory returns.

(b) It is submitted that the Transferee Company and some Transferor Companies are carrying NBFC activities and registered with RBI as NBFC Companies. But no 'NOC' from the RBI has been provided in the matter.

(c) Petitioner company should undertake to comply with the provisions of section 232(3)(1) of the Companies Act, 2013 through appropriate affirmation.

(d) That the Transferee Company should be directed to pay applicable stamp duty on the transfer of the immovable properties from the Transferor Companies to it.

(e) In compliance of Accounting Standard-14 or IND-AS 103, as may be applicable, the Transferee Company shall pass such accounting entries.

COMPARED



which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 or IND AS-8 etc.

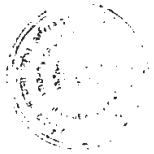
(f) The Hon'ble Tribunal may kindly seek the undertaking that this scheme is approved by the requisite majority of members and creditors as per section 230(6) of the Companies Act 2013 in meeting duly held in terms of section 230(1) read with sub-sections (3) to (5) of section 230 of the said Act and the Minutes thereof are duly placed on record.

(g) The Hon'ble Tribunal may kindly direct the Petitioners to file an affidavit to the extent that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy or no change is made.

(h) The Petitioners under provisions of section 230(5) of the Companies Act 2013 have to serve notices to concerned authorities which are likely to be affected by the Amalgamation or arrangement. Further, the approval of the scheme by the Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such authorities shall be binding on the Petitioner Company (s) concerned.

(i) It is submitted that M/s EFL Foods Limited, M/s Emami Capital Markets Limited, M/s Medal Chemical & Research Works Limited, M/s

SC COMPARED



New Way constructions Limited, M/s. Pan Emami Cosmed Limited and M/s TMT Viniyogan Limited, all are Transferor companies in the proposed Scheme, did not file Form MGT-14 in respect of resolution passed in Board Meeting for approval of amalgamation, merger or reconstruction of companies as required under section 117(3)(g) read with section 179(3) (i) of the Companies Act, 2013. Once merged, the said Transferor Company will no longer be able to comply with any statutory requirement and the MCA portal, which is a public domain, shall continue to host the defective documents for public views and for issuance of certified copies for which the public have to bear cost (fees).

(j) It is submitted that the Transferor Company, M/s EFL Foods Limited did not file Form MGT-14 in respect of any resolution under section 179(3) of the Companies Act, 2013 for approval of the Financial Statement and Board's report for the financial year 2017-18 which is a serious omission in statutory duties of the company. Company should file The the said pending statutory documents with Registrar of Companies in prescribed manner before the merger, since once merged, the status of the company in MCA portal would no more be ACTIVE and hence the Company would become free from the responsibility of filing the pending statutory documents.

(k) It is submitted that the Transferor Company, M/s New Way Constructions Limited did not file Form MGT-14 in respect of any resolution under section 179(3) of the Companies Act, 2013 for approval

SC COMPARED



of the Financial Statement and Board's report for the financial year 2014 15 to 2017-18 which is a serious omission in statutory duties of the company. The Company should file the said pending statutory documents with Registrar of Companies in prescribed manner before the merger, since once merged, the status of the company in MCA portal would become free from the responsibility of filing the pending statutory documents.

(l) It is submitted that the Transferor Company, M/s Emami Capital Markets Limited did not file Form MGT-14 in respect of any resolution under section 179(3) of the Companies Act, 2013 for approval of the Financial Statement and Board's report for the financial year 2014 15 to 2017-18 which is a serious omission in statutory duties of the company. The Company should file the said pending statutory documents with Registrar of Companies in prescribed manner before the merger, since once merged, the status of the company in MCA portal would no more be ACTIVE and hence the Company would become free from the responsibility of filing the pending statutory documents.

(m) It is submitted that the Transferor Company, M/s PAN Emami Cosmed Limited did not file Form MGT-14 in respect of any resolution under section 179(3) of the Companies Act, 2013 for approval of the Financial Statement and Board's report for the financial year 2014 15 to 2017-18 which is a serious omission in statutory duties of the company. The Company should file the said pending statutory documents with

19 | Page

COMPARED



Registrar of Companies in prescribed manner before the merger, since once merged, the status of the company in MCA portal would no more be ACTIVE and hence the Company would become free from the responsibility of filing the pending statutory documents.

(n) It is submitted that the Transferor Company, M/s Medial Chemical & Research Works Limited did not file Form MGT-14 in respect of any resolution under section 179(3) of the Companies Act, 2013 for approval of the Financial Statement and Board's report for the financial year 2014 15 to 2017-18 which is a serious omission in statutory duties of the company. The Company should file the said pending statutory documents with Registrar of Companies in prescribed manner before the merger, since once merged, the status of the company in MCA portal would no more be ACTIVE and hence the Company would become free from the responsibility of filing the pending statutory documents:

(o) It is submitted that the financial Statement of the Transferor Company, New Way Constructions Limited, attached with form AOC-4 filed in respect of financial year as at 31/03/2020 is not properly legible and readable. Hence this deponent is not in a position to give a proper reading on it and therefore, no representation can be made about the financial state of affairs of the said Company. Hon'ble Tribunal may direct the Petitioner company to file afresh the properly readable and legible copy of financial statement as at 31/03/2020 first and also direct the petitioner

20 | Page

COMPARED



Company to submit a rejoinder in the matter so that supplementary rejoinder can be filed thereafter.

(p) It is submitted that the financial Statement of Sneha Abasan Private Limited (Transferor Company) for 2019-20 has not attached with Form AOC-4 filed vide SRN R70540299. Hence, nothing can be ascertainable about the financial state of affairs of the said company. Hon'ble Tribunal may direct the petitioner company to first file the correct set of Financial Statement for 2019-20 and also direct the petitioner Company to submit rejoinder in the matter so that supplementary rejoinder can be filed thereafter.

(q) It is submitted that the financial Statement of the Transferor Company, Sundew Finance Private Limited attached with form AOC-4 filed in respect of financial year as at 31/03/2020 is not properly legible and readable. Hence this deponent is not in a position to give a proper reading on it and therefore, no representation can be made about the financial state of affairs of the said Company. Hon'ble Tribunal may direct the Petitioner Company to file afresh the readable and legible copy of financial statement as at 31/03/2020 first and direct the petitioner Company to submit rejoinder in the matter so. that a supplementary rejoinder can be filed on it thereafter.

(r) It is submitted that the financial Statement of the Transferor Company, TMT Viniyogam Limited attached with form AOC-4 filed in respect of

21 | Page

COMPARED



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financial year as at 31/03/2020 is not properly legible and readable. Hence this deponent is not in a position to give a proper reading on it and therefore, no representation can be made about the financial state of affairs of the said Company. Hon'ble Tribunal may direct the Petitioner company to file afresh the readable and legible copy of financial statement as at 31/03/2020 first and direct the petitioner Company to submit rejoinder in the matter so that supplementary rejoinder may be submitted thereafter..

(s) It is submitted that the financial Statement attached with form AOC-4 filed in respect of financial year as at 31/03/2020 by the Transferor Company PAN Emami Cosmed Limited is not properly legible and readable. Hence this deponent is not in a position to give a proper reading on it and therefore, no representation can be made about the financial state of affairs of the said Company. Hon'ble Tribunal may direct the Petitioner company to file afresh the readable and legible copy of financial statement as at 31/03/2020 first and direct the petitioner Company to submit rejoinder in the matter so that supplementary rejoinder can be filed thereafter.

(t) In financial statement for 2019-20 of Sneha Niketan Private Limited (Transferor company), while in Note-4 of the financial statement for 2019-20, the short-term borrowing from related Parties is stated as Rs.1130 Lakhs, in the Note no.21 regarding disclosure of related party transactions, the outstanding balance of loans taken from related parties

22 | Page

COMPARED



is stated as Rs. 1064.26 lakhs (deducting off the interest Rs.101,51,289). Therefore, it is not ascertainable which figures are correctly reported in the financial statement. Further, in the Note no.21 regarding disclosure of related party transactions was not made in accordance with paragraph nos. 23 and 26 of the Accounting Standard-18 and hence the company refrained from making the important disclosures which are statutorily mandated.

(u) In the matter of M/s Ramsihla Enterprises Private Limited (Transferor Company), the figures of financial statement for 2018-19 were changed while reporting about the preceding year's figures in the financial statement for 2019-20, the details are as follows:-

- i. Short term borrowing Rs.263,490,733 became Rs.263,279,893/
- ii. Other current liabilities Rs.333,97,227 became Rs.336,08,067/
- iii. Short term loans and advances Rs 364,861,148 became Rs.329,708,858/
- iv. Other current assets Rs.128,57,130 became Rs.480,09,420/

No approval from the Hon'ble NCLT in terms of the provision of section 131 of the Companies Act 2013 appears to have been obtained in the matter. The Transferor Company may be directed to appropriately revise its financial statement, complying with the provisions of section 131 of the Companies Act 2013.

(v) In respect of the Emami Capital Markets Ltd, the following observation are made :

(1) In financial Statement as at 31/03/2020, Long-Term Borrowing of Rs.11,750.00 lakhs has been stated. But no information disclosed regarding whether secured or unsecured, nature of security, terms of repayment (it was merely mentioned that the loan is repayable within more than one year which is a highly cryptic and ambiguous expression). The financial statement of the company hides the statutorily mandated disclosures.

(2) In financial Statement as at 31/03/2020, Short-Term Borrowing Rs.600.00 lakhs from bodies corporate and Rs.827 lakhs from related parties. But no information disclosed regarding whether secured or unsecured, nature of security.. The financial statement of the company hides the statutorily mandated disclosures.

This is contrary to the requirements of schedule III to the Companies Act 2013 read with section 129 of the said Act.

(w) Further, in the financial statement as at 31/03/2020 of Emami Capital Markets Limited, while in Note No.7 of the financial statement for 2019-20 the short-term borrowing from related Parties is stated as Rs.827 Lakhs, in the Note no.27 regarding disclosure of related party transactions, the outstanding balance of loans taken form related parties is stated as Rs.899.19 lakhs. Similarly, while in Note No. 15 of the financial statement for 2019-20, the short term loans given to related parties is stated as Rs.121.74 lakhs, in the Note no.27 regarding disclosure of related party transactions the outstanding balance of loans given to related parties is



stated as Rs.123.72 lakhs. Therefore, it is not ascertainable which figures are correctly reported in the financial statement.

Further, in the Note no. 18 regarding disclosure of related party transactions was not made in accordance with paragraph nos. 23 and 26 of the Accounting Standard-18 and hence the company refrained from making the important disclosures which are statutorily mandated.

(x) In the financial statement as at 31/03/2020 of Karan Business Private Limited, while in Note No.4 of the financial statement for 2019-20 the short-term borrowing from related Parties is stated as Rs.829 Lakhs, in the Note no.17 regarding disclosure of related party transactions the outstanding balance of loans taken from related parties is stated as Rs.879.04 lakhs. Therefore, it is not ascertainable which figures are correctly reported in the financial statement. Further, in the Note no.17 regarding disclosure of related party transactions was not made in accordance with paragraph nos. 23 and 26 of the Accounting Standard-18 and hence the company refrained from making the important disclosures which are statutorily mandated.

(y) In the Financial Statement of Zen Business Private Limited. (Transferor Company) as at 31/03/2020, while in Note-4 of the financial statement for 2019-20, the short-term borrowing from related Parties is stated as Rs. 179 Lakhs, in the Note no.18 regarding disclosure of related party transactions the outstanding balance of loans taken from related parties is stated as

✓ COMPARED



Rs.175.96 lakhs. Therefore, it is not ascertainable which figures are correctly reported in the financial statement.

Further, in the Note no. 18 regarding disclosure of related party transactions was not made in accordance with paragraph nos. 23 and 26 of the Accounting Standard-18 and hence the company refrained from making the important disclosures which are statutorily mandated.

(z) It is submitted that as per instructions to the Ministry of Corporate Affairs, New Delhi, a copy of the scheme was forwarded to the Income Tax Department on 12/03/2021 for their views/ observation in the matter. However the same is still awaited.

(ii) The averments made in the Petition and the submissions made by the Learned Counsel and the petitioners have also filed affidavit of rejoinder/undertaking dated 27-10-2021 to the reply filed by the RD are follows:-

(b) With reference to para 2 (b) of the affidavit of the Ld Regional Director, I say that RBI has issued 'NOC' and the same is annexed hereto and marked with letter 'A'.

(c) With reference to para 2 (c) of the affidavit of the Ld Regional Director, it is stated that the petitioners companies undertakes to comply with the

✓ COMPARED



provisions of section 232(3)(i) of the Companies Act 2013. Further I say that Part- II of Clause 8 of the Scheme is in accordance with section 232(3)(i) of the Companies Act 2013.

(d) With reference to para 2 (d) of the affidavit of the Ld Regional Director, it is stated that the petitioners' companies undertakes to pay applicable stamp duty on the transfer of the immovable properties from the Transferor Company to it. However, Petitioner Companies states that stamp duty will be paid only after sanction of scheme and the Scheme becomes effective.

(e) With reference to para 2 (e) of the affidavit of the Ld Regional Director, it is stated that Part-II of Clause 7 of the Scheme it is stated interalia, that accounting entries by the Transferee Company shall be made in accordance with the applicable Accounting Standards/ Indian Accounting Standard-14 as notified under "Purchase Method". Further it is stated that the petitioners companies undertakes to comply with Accounting Standard- 14 and accordingly the Transferee Company shall make accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5.

(f) With reference to para 2 (f) of the affidavit of the Ld Regional Director, it is stated that meeting of shareholders (except the EFL Limited & PAN Emami Cosmed Limited) and unsecured creditors was dispensed by Hon'ble National Company Tribunal vide order dated 01.01.2021 as

27 | Page

COMPARED



shareholders of respective petitioner companies and creditors as applicable, have given consent in writing by ways of affidavit. I say that the minutes of the said meeting were filed by the Chairman appointed by Hon'ble NCLT and the minutes are also annexed with the Company Petition.

(g) With reference to para 2 (g) of the affidavit of the Ld Regional Director, it is stated that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy and no change.

(h) With reference to para 2 (h) of the affidavit of the Ld Regional Director, it is stated that under provisions of section 230(5) of the Companies Act 2013 and in terms of the order of Hon'ble NCLT twice notices to all concerned statutory authorities which are likely to be affected by the Amalgamation has been served and till have received no communication. Further the Transferee Company undertakes that even after the sanction of scheme, the Transferee Company will be liable for all liabilities of Transferor Company. The Petitioner Companies undertakes that concerned statutory authorities decision shall be binding on the petitioner Company concerned.

(i) With reference to para 2 (i) of the affidavit of the Ld Regional Director, I say that M/s EFL Foods Limited, M/s Emami Capital Markets Limited, M/s Medial Chemical & Research Works Limited, M/s New Way

28 | Page

COMPARED



constructions Limited, M/s. Pan Emami Cosmed Limited and M/s TMT Vimiyogan Limited, all are Transferor companies in the proposed Scheme, have filed CG-1 for condonation of delay so that MGT-14 in respect of resolution passed in Board Meeting for approval of amalgamation, merger or reconstruction of companies as required under section 117(3) (g) read with section 179(3) (i) of the Companies Act, 2013 can be filed. Further the respective Petitioner Companies undertake to file said MGT-

14

(j) With reference to para 2 (i) to 2(n) of the affidavit of the Ld Regional Director, it is submitted that CG-1 for condonation of delay has been filed so that Transferor Companies namely M/s EPL Foods Limited for the financial year 2017-18, New Way Constructions Limited for the financial year 2013 14 to 2017-18, Emami Capital Markets Limited for the financial year 2013 14 to 2017-18, M/s PAN Emami Cosmed Limited for the financial year 2013 14 to 2017-18, Medal Chemical & Research Works Limited for the financial year 2013 14 to 2017-18 can file MGT-14 for approval of resolution of Board Meeting relating to approval of Financial Statements.

(k) With reference to para 2 (o) to (s) of the affidavit of the Ld Regional Director, it is submitted that the Transferor Companies namely New Way Constructions Limited, Sheha Abasan Private Limited, Sundew Finance Private Limited, TMT Vimiyogan Limited, PAN Emami Cosmed Limited has filed revised form AOC-4 filed in respect of financial year as at 31/03/2020 wherein financial statement scan are attached.

(l) With reference to para 2 (t) of the affidavit of the Ld Regional Director, I state that save and except what are matters of record, allegations to the contrary contained in the said paragraphs of the said affidavit are denied and disputed. I say that there is no discrepancy as from the audited financial statements all facts and figure are stated in the said financial statement and details of which are as follows:-

| Particulars | Principal as on 31-03-2020 | Interest outstanding as on 31-03-2021 | Closing Balance as on 31-03-2021 |
|------------------------------------|----------------------------------|---------------------------------------|----------------------------------|
| Midkot Investments Private Limited | 11,30,00,000 | 30,95,374 | 11,60,95,374 |
| Emami Capital Markets Ltd. | - | 4,81,681 | 4,81,681 |
| Total | 11,30,00,000 | 35,77,055 | 11,65,77,055 |
| As per Balance sheet | 11,30,00,000 | | 11,65,77,055 |
| Shown Under | Short Term Borrowings Note No. 4 | | As per Related Party Note No. 21 |
| Difference | Nil | | Nil |

25 | Page

COMPARED



30 | Page

COMPARED



As per Schedule III division I the Principal amount of Loan taken has been shown under Short Term Borrowings and Interest outstanding there on has been shown under Other Current Liabilities.

Moreover Interest (Net of TDS) of Rs. 1,01,51,289 is not the closing interest balance outstanding as on 31-03-2020, rather the figure is interest charged net of TDS during the year. Consequently the closing balance of Rs. 11,65,77,055 is included with both of Principal amount as well as closing interest balance outstanding as on 31-03-2020.

Further, LD Counsel submitted that in the table above Interest outstanding as on 31/03/2021 and closing balance as on 31/03/2021 should be read as Interest outstanding as on 31/03/2020 and closing balance as on 31/03/2020.

ii) As per paragraph nos. 23 of the Accounting Standard-18 "Related Party Disclosures" the name, relationship, nature of transactions and volume of the transactions with related parties has been disclosed and as per Para 26 - Loan items of a similar nature i.e. loan taken has been disclosed in aggregate. Accordingly the company has complied all the disclosure requirements as per para 23 and para 26 of Accounting standard 18.

Accordingly, I say that financial statement has been prepared as per the applicable Accounting Standard read with Schedule-III of Companies Act, 2013.

31 | Page

COMPARED



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(m) With reference to para 2 (u) of the affidavit of the Ld Regional Director, I state that save and except what are matters of record, allegations to the contrary contained in the said paragraphs of the said affidavit are denied and disputed. I say that there is no discrepancy in the audited financial statements all facts and figure are stated in the said financial statement and details of which are as follows:-

- i. The difference of Rs. 2,10,840/- is due to Axis Bank OD balance regrouped from Short Term Borrowings to Other Current Liabilities.
- ii. The difference of Rs. 2,10,840/- is due to Axis Bank OD balance regrouped from Short Term Borrowings to Other Current Liabilities.
- iii. As per Schedule III division I the Principal amount of Loans taken/Loans given is to be shown under Short Term (or Long Term) Borrowings/ Loans and Advances and Interest outstanding thereon is to be shown under Other Current Liabilities / Other Current Assets.

Therefore the difference of Rs. 3,51,52,290/- is due to Interest accrued and due on loans given have been regrouped from Short Term Loans and Advance to Other Current Assets as per Schedule III. FY 2018-19 interest component was included with Loan Given to Body Corporate i.e included with Rs. 34,60,52,290 (Principal Rs. 31,09,00,000 + Accrued Interest Rs. 3,51,52,290).

iv. In continuation of the above the difference of Rs. 3,51,52,290 is due to Interest accrued and due on loans given has been regrouped from Short Term Loans and Advance to Other Current Assets.

32 | Page

COMPARED



v : As per Section 131. (1) of Companies Act 2013 If it appears to the directors of a company that –

- (a) the financial statement of the company; or
- (b) the report of the Board, do not comply with the provisions of section 129 or section 134 they may prepare revised financial statement or a revised report in respect of any of the three preceding financial years after obtaining approval of the Tribunal on an application made by the company in such form and manner as may be prescribed and a copy of the order passed by the Tribunal shall be filed with the Registrar:

Whereas the provision of section 129 of Companies Act 2013 states that The financial statements shall give a true and fair view of the state of affairs of the company or companies, comply with the accounting standards notified under section 133 and shall be in the form or forms as may be provided for different class or classes of companies in Schedule

III:

Regrouping of the previous year's figures in the current year's annual accounts where such a change is due to regrouping of various items to facilitate comparison, regrouping does not mean to non-compliance in terms of true and fair view of accounts.

Further as per section 134 (1) The financial statement, including consolidated financial statement, if any, shall be approved by the Board of Directors before they are signed on behalf of the Board by the chairperson of the company where he is authorised by the Board or by two directors out of which one shall be managing director, if any, and the

33 | Page

COMPARED



Chief Executive Officer, the Chief Financial Officer and the company secretary of the company, wherever they are appointed, or in the case of One Person Company, only by one director, for submission to the auditor for his report thereon.]

As per Section 134(2) The auditors' report shall be attached to every financial statement.

As per Section 134 [(3) There shall be attached to statements laid before a company in general meeting, a report by its Board of Directors

The financial statement of Ramshila Enterprises Private Limited, FY 2019-20 contains all the report as per section 134. So there was hardly any non-compliance occurred under section 134 of Companies Act 2013.

Therefore there was no non-compliance under section 129 and section 134 for which any revision in the financial statement is required under section 131 of Companies Act 2013.

(n) With reference to para 2 (v) of the affidavit of the Ld Regional Director, I state that save and except what are matters of record, allegations to the contrary contained in the said paragraphs of the said affidavit are denied and disputed. I say that in the said Balance Sheet, it is presented as given below:-

34 | Page

COMPARED



| | As at 31.03.2020 Rs. |
|---|----------------------------|
| 5.Long - Term Borrowings Other Than Related Parties | |
| Unlisted Unrated Senior Secured Redeemable | 1,00,00,00,000 |
| Non-Convertible Bonds (Ref Note 28) | |
| Less : Current Maturities of Long Term | 1,00,00,00,000 |
| Axis Finance Limited (Repayable within more than one year) (ROI @ 12.40. % p.a) | 117,00,00,000 |
| | 117,00,00,000 |

Further, LD Counsel submitted that Rs 117,00,00,000 should be read as Rs. 117,50,00,000.

As per the loan agreement third party secures the Loan i.e it is unsecured loan to the Company. The Terms and rate of interest has been duly mentioned.



35 | Page

COMPARED

(2) The Unsecured loans has been appropriately As at mentioned in the balance sheet as given below : 31.03.2020

Rs.

7. Short-Term Borrowings

Unsecured Loan :

A) Other Than Related parties

i) From Banks

Corporation Bank

(Secured against placement of third party fixed deposit(s)

(Repayable within less than one year) (ROI @8.20% p.a)

ii) From Bodies Corporates 6,00,00,000

B) Related Parties

From Bodies Corporates


8,27,00,000

14,27,00,000

Accordingly, I say that financial statement has been prepared as per the applicant Accounting Standard read with Schedule-III of Companies Act,2013.

(o) With reference to para 2 (w) of the affidavit of the Ld Regional Director, I state that save and except what are matters of record, allegations to the contrary contained in the said paragraphs of the said affidavit are denied and disputed.

36 | Page


COMPARED



I say that the details Loan Taken is stated herein below:

| Particulars | Principal as on 31-03-2020 | Interest outstanding | Closing Balance |
|--------------------------------|---------------------------------|----------------------|---|
| Diwakar Vinyog Private Limited | 8,27,00,000 | 11,65,464 | 8,38,65,464 |
| Emami Agrotech Limited | - | 50,109 | 50,109 |
| Midkot Investments Pvt Ltd | - | 2,951 | 2,951 |
| Total | 8,27,00,000 | 12,18,524 | 8,39,18,524 |
| As per BS | 8,27,00,000 | | 8,39,18,524 |
| Shown Under | Short Term Borrowings Note No 7 | | As per Related Party Loan Taken Note No 27c |
| Difference | Nil | | Nil |

A. Loan Given

37 | Page

COMPARED



| Particulars | Principal as on 31-03-2020 | Interest outstanding | Closing Balance |
|---|----------------------------|----------------------|-----------------|
| EFL Foods Limited | 1,43,00,000 | 3,28,770 | 1,46,28,770 |
| Medal Chemical & research Works Limited | - | 7,79,015 | 7,79,015 |
| Sneha Niketan Private Limited | - | 4,81,681 | 4,81,681 |
| Emami Constructions Private Limited | 64,00,000 | 4,54,589 | 68,54,589 |
| Emami Paper Mills Limited | 70,50,00,000 | 62,31,148 | 71,12,31,148 |
| AMRI Hospitals Limited | 12,60,00,000 | 29,27,581 | 12,89,27,581 |
| Premier Ferro Alloys & Securities Limited | - | 97,377 | 97,377 |
| New Way Constructions Limited | 1,30,00,000 | 2,90,573 | 1,32,90,573 |
| Bengal Emami Housing Limited | 24,77,00,000 | 77,56,936 | 25,54,56,936 |
| Emami Realty Limited | 10,00,00,000 | 2,21,845 | 10,02,21,845 |

38 | Page

COMPARED



| | | | |
|-----------------------|--|---|----------------|
| Ernami Cement Limited | 50,00,000 | 1,86,475 | 51,86,475 |
| | | 1,97,55,991 | 1,23,71,55,991 |
| As per BS | 1,21,74,00,000 | | 1,23,71,55,991 |
| Shown Under | Short- Term Loans and Advances Note No. 15 | As per Related Party Loan Given Note no 27c | |
| Difference | Nil | Nil | |

ii) As per paragraph nos. 23 of the Accounting Standard-18 "Related Party Disclosures" the name, relationship, nature of transactions and volume of the transactions with related parties has been disclosed and as per Para 26 - Loan items of a similar nature i.e. loan taken has been disclosed in aggregate. Accordingly the company has complied all the disclosure requirements as per para 23 and para 26 of Accounting standard 18.

Accordingly, I say that financial statement has been prepared as per the applicant Accounting Standard read with Schedule-III of Companies Act, 2013.



COMPARED

(p) With reference to para 2 (x) of the affidavit of the Ld Regional Director, I state that save and except what are matters of record, allegations to the contrary contained in the said paragraphs of the said affidavit are denied and disputed. I say that there is no discrepancy as from the audited financial statements all facts and figure are stated in the said financial statement and details of which are as follows:-

Loans Taken

| Particulars | Principal as on 31-03-2020 | Interest outstanding | Closing Balance |
|----------------------------------|----------------------------------|----------------------|----------------------------------|
| Midkot Investments Pvt Ltd | 7,20,00,000 | 43,89,796 | 7,63,89,796 |
| Ramshila Enterprises Private Ltd | 1,09,00,000 | 6,14,133 | 1,15,14,133 |
| Total | 8,29,00,000 | 50,03,929 | 8,79,03,929 |
| As per Balance Sheet | 8,29,00,000 | | 8,79,03,929 |
| Shown Under | Short Term Borrowings Note No. 4 | | As per Related Party Note no 17c |
| Difference | Nil | | Nil |



COMPARED

Accordingly, I say that financial statement has been prepared as per the applicant Accounting Standard read with Schedule-III of Companies Act,2013.

(c) With reference to para 2 (y) of the affidavit of the Ld Regional Director, I state that save and except what are matters of record, allegations to the contrary contained in the said paragraphs of the said affidavit are denied and disputed. I say that there is no discrepancy as from the audited financial statements all facts and figure are stated in the said financial statement and details of which are as follows:-

Loan Taken

| Particulars | Principal as on 31-03-2020 | Interest outstanding | Closing Balance |
|--|----------------------------|----------------------|--------------------|
| Midkot Investments Private Limited | 1,71,00,000 | 4,70,686 | 1,75,70,686 |
| Sundew Finance Private Limited | - | 25,270 | 25,270 |
| Emami Group of Companies Private Limited | 8,00,000 | 10,327 | 8,10,327 |
| Total | 1,79,00,000 | 5,06,283 | 1,84,06,283 |
| As per Balance Sheet | 1,79,00,000 | | 1,75,95,956 |

COMPARED



| Shown Under | Shor Term Borrowings Note no 4 | As per Related Party Note no. 18c |
|-------------|--------------------------------|-----------------------------------|
| Difference | - | 8,10,327 |

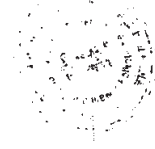
Reason of Difference - Loan Taken from Emami Group of Companies Private Limited has not been considered in Related Party Disclosure.

ii) As per paragraph nos. 23 of the Accounting Standard-18 "Related Party Disclosures" the name, relationship, nature of transactions and volume of the transactions with related parties has been disclosed and as per Para 26 - Loan items of a similar nature i.e. loan taken has been disclosed in aggregate. Accordingly the company has complied all the disclosure requirements as per para 23 and para 26 of Accounting standard 18.

Accordingly, I say that financial statement has been prepared as per the applicant Accounting Standard read with Schedule-III of Companies Act,2013.

2(r) With reference to para 2 (z) of the affidavit of the Ld Regional Director, it is stated that twice notices was forwarded to the Income Tax Department by the petitioner's Companies. But the petitioner companies has not received any communication form the Income Tax Department.

COMPARED



8. It is further submitted that the petitioners' companies undertake that if there is any deficiencies found, or violation committed relating any enactment, statutory rules or regulation, the sanction granted by the Hon'ble Tribunal to the scheme will not come in the way of action being taken in accordance with law, against the concerned persons, directors and official of the petitioners and Transferee Company.

9. After hearing submissions made by the Ld Counsel appearing for the Petitioners, it is ordered that in case of any default including any Provisions of Income Tax Act in this respect of the Transferor Companies the Income Tax department, the ROC, West Bengal and all other Statutory Department shall be at liberty to initiate appropriate proceedings against the Transferee Company, which after the sanction of the scheme by this Tribunal is in any case responsible for the liabilities/non-compliance of the Transferor Companies also.

10. Further, heard submissions made by the Ld Counsel appearing for the Petitioner, Mr Harihar Sahoo, Joint Director for and on behalf of RD, who appeared and were heard. Upon perusing the records and documents in the instant proceedings and considering the submissions, we allow the petition and make the following orders:-

COMPARED



DECLARED TO BE TRUE COPY

THIS TRIBUNAL DOTH ORDER

- (a) the Scheme of Amalgamation mentioned in paragraph 1 of the petition, being Annexure "A" hereto, be and is hereby sanctioned by this Tribunal to be binding with effect from closing hours of business of 31st March, 2020 ("Appointed Date") on Transferor Companies and Transferee Company, their respective shareholders and creditors and all concerned;
- (b) all the property, rights and powers of the Transferor Companies, including those described in the Schedule of Assets herein, be transferred from the said Appointed Date, without further act or deed, to the Transferee Company and, accordingly, the same shall pursuant to Section 232(4) of the Companies Act, 2013, be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Companies therein but subject nevertheless to all charges now affecting the same, as provided in the Scheme;
- (c) all the debts, liabilities, duties and obligations of the Transferor Companies be transferred from the said Appointed Date, without further act or deed to the Transferee Company and, accordingly, the same shall pursuant to Section 232(4) of the Companies Act, 2013, be transferred to and become the debts, liabilities, duties and obligations of the Transferee Company;

COMPARED



- (d) the employees of the Transferor Companies shall be engaged by the Transferee Company, as provided in the Scheme;
- (e) all proceedings and/or suits and/or appeals now pending by or against the Transferor Companies be continued by or against the Transferee Company, as provided in the Scheme;
- (f) The Transferee Company do without further application issue and allot to the shareholders of the Transferor Companies, the shares in the Transferee Company to which they are entitled in terms of the Scheme;
- (g) leave is granted to the Petitioner(s) to file the Schedule of Assets of the Transferor Companies in the form as prescribed in the Schedule to Form No.CAA7 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 within three weeks from the date of receiving a copy of this order;
- (h) That any person interested shall be at liberty to apply to this Tribunal in the above matter for any directions that may be necessary.

COMPARED



- (i) The Transferor Companies and the Transferee Company shall each within thirty days of the date of the receipt of this order, cause a certified copy thereof to be delivered to the Registrar of Companies for registration and on such certified copies being so delivered, the Transferor Companies shall be dissolved with effect from the date or last of the dates of filing of the certified copies of the order, as aforesaid (Effective Date) and the Registrar of Companies shall place all documents relating to the Transferor Companies and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said companies shall be consolidated accordingly.
11. The Petitioner(s) shall supply legible print out of the scheme and schedule of assets in acceptable form to the Registry and the Registry will append such printout, upon verification to the certified copy of the order.
12. Company Petition (CAA) No. 89/KB/2021 is disposed accordingly.

COMPARED



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Witness:

Mr. Rajasekhar V.K., Hon'ble Member (Judicial) and Mr. Balraj Joshi, Hon'ble Member (Technical), at Kolkata aforesaid the 15th day of November 2021.

Mr. Shashi Agarwal, Pr. CA, on record for the petitioners.

Mr. Harihar Sahoo, J.D., C/o Regional Director, Eastern Region, Ministry of Corporate Affairs

SCHEDULE OF ASSETS

First Part - Part-I

(As per annexure)

Second Part - Part-II

(As per annexure)

Third Part - Part-III

(As per annexure)



Joint Registrar

National Company Law Tribunal

Kolkata Bench

Dated: the 15th day of December, 2021.

47 | Page

COMPARED



CERTIFIED TO BE TRUE COPY

SCHEME OF AMALGAMATION
(UNDER SECTIONS 230-232 OF THE COMPANIES ACT, 2013)

AMONGST

EFL Foods Ltd
("EFL" or "Transferor Company No. 1")

AND
Emami Capital Markets Limited
("Emami" or "Transferor Company No. 2")

AND
Karan Business Private Limited
("Karan" or "Transferor Company No. 3")

AND
Medal Chemical & Research Works Limited.
("Medal" or "Transferor Company No. 4")

AND
New Way Constructions Ltd
("New" or "Transferor Company No. 5")

AND
Pan Emami Cosmed Limited
("Pan" or "Transferor Company No. 6")

AND
Ramshila Enterprises Private Ltd
("Ramshila" or "Transferor Company No. 7")

AND
Sneha Abasan Private Ltd
("Abasan" or "Transferor Company No. 8")

AND
Sneha Niketan Private Ltd
("Niketan" or "Transferor Company No. 9")

AND
Sundew Finance Private Limited
("Sundew" or "Transferor Company No. 10")

AND
TMT Vinyogan Ltd.
("TMT" or "Transferor Company No. 11")

AND
Zen Business Private Ltd
("Zen" or "Transferor Company No. 12")

AND
Midkot Investments Private Limited
("Midkot" or "Transferee Company")

AND
THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 230-232 OF THE COMPANIES ACT, 2013

PREAMBLE



This Scheme (as defined hereinafter) is presented under Section 230 to 232 and other applicable provisions of the Companies Act, 2013 for the Scheme of Amalgamation of EFL Foods Ltd ("EFL" or "Transferor Company No. 1"), Emami Capital Markets Limited ("Emami" or "Transferor Company No. 2"), Karan Business Private Limited ("Karan" or "Transferor Company No. 3"), Medial Chemical & Research Works Limited ("Medial" or "Transferor Company No. 4"), New Way Constructions Ltd ("New" or "Transferor Company No. 5"), Pan Emami Cosmed Limited ("Pan" or "Transferor Company No. 6"), Ramshila Enterprises Private Ltd ("Ramshila" or "Transferor Company No. 7"), Sneha Abasan Private Ltd ("Abasan" or "Transferor Company No. 8"), Sneha Niketan Private Ltd ("Niketan" or "Transferor Company No. 9"), Sundew Finance Private Limited ("Sundew" or "Transferor Company No. 10"), TMT Vinayogan Ltd. ("TMT" or "Transferor Company No. 11"), Zen Business Private Ltd ("Zen" or "Transferor Company No. 12") with Midkot Investments Private Limited ("Midkot" or "Transferee Company") and their respective shareholders with effect from the Appointed Date (as defined hereinafter). In addition, this Scheme of Amalgamation also provides for various other matters consequential, supplemental and/or otherwise integrally connected therewith.

(A) BACKGROUND AND DESCRIPTION OF COMPANIES

1. "Midkot" or "Transferee Company" means Midkot Investments Private Limited having Corporate Identification Number U51399WB1993PTC057932, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 687, Anandapur, E.M. Bypass 2nd Floor Kolkata-70010, in the State of West Bengal;
2. "EFL" or "Transferor Company No. 1" means EFL Foods Ltd having Corporate Identification Number U15419WB1988PLC044472, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Emami Tower, 687 Anandapur, E. M. Bypass Kolkata-700107, in the State of West Bengal;
3. "Emami" or "Transferor Company No. 2" means Emami Capital Markets Limited having Corporate Identification Number U72200WB1894PLC065399, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 687, Anandapur, E.M. Bypass 2nd Floor Kolkata-700107, in the State of West Bengal;
4. "Karan" or "Transferor Company No. 3" means Karan Business Private Limited having Corporate Identification Number U51909WB1996PTC078745, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 687, Anandapur, E.M. Bypass 2nd Floor Kolkata-700107, in the State of West Bengal;
5. "Medial" or "Transferor Company No. 4" means Medial Chemical & Research Works Limited, having Corporate Identification Number U24246WB1987PLC042395, a company incorporated under the



provisions of the Companies Act, 1956 and having its Registered Office at 687, Anandapur, E.M. Bypass 2nd Floor Kolkata-700107, in the State of West Bengal. Medial is subsidiary of EFL Foods Ltd/ Transferor Company No. 1;

6. "New" or "Transferor Company No. 5" means New Way Constructions Ltd having Corporate Identification Number U70101WB1991PLC050757, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 687, Anandapur, E.M. Bypass 2nd Floor Kolkata-700107, in the State of West Bengal;

7. "Pan" or "Transferor Company No. 6" means Pan Emami Cosmed Limited having Corporate Identification Number U24246WB1994PLC061553, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 687, Anandapur, E.M. Bypass 2nd Floor Kolkata-700107, in the State of West Bengal;

8. "Ramshila" or "Transferor Company No. 7" means Ramshila Enterprises Private Ltd, having Corporate Identification Number U72200WB1994PTC061382, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Delux Centre, 157C Lenin Sarani 3rd Floor, Room No. 308 Kolkata -700013, in the State of West Bengal;

9. "Abasan" or "Transferor Company No. 8" means Sneha Abasan Private Ltd having Corporate Identification Number U70101WB1996PTC081068, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 687, Anandapur, E.M. Bypass 2nd Floor Kolkata-700107, in the State of West Bengal;

10. "Niketan" or "Transferor Company No. 9" means Sneha Niketan Private Ltd having Corporate Identification Number U70101WB1996PTC081003, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 687, Anandapur, E.M. Bypass 2nd Floor Kolkata-700107, in the State of West Bengal;

11. "Sundew" or "Transferor Company No. 10" means Sundew Finance Private Limited having Corporate Identification Number U65191WB1993PTC057930, a company incorporated under the provisions of



the Companies Act, 1956 and having its Registered Office at 687, Anandapur, E.M. Bypass 2nd Floor, Kolkata- 700107, in the State of West Bengal.

12. "TMT" or "Transferor Company No. 11" means TMT Viniyogam Ltd. having Corporate Identification Number: U65921WB1994PLC063866, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 687, Anandapur, E.M. Bypass 2nd Floor Kolkata- 700107, in the State of West Bengal;

13. "Zen" or "Transferor Company No. 12" means Zen Business Private Ltd having Corporate Identification Number U51909WB1996PTC078744, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 687, Anandapur, E.M. Bypass 2nd Floor Kolkata- 700107, in the State of West Bengal;

The Transferor Company NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12 are hereinafter collectively referred to as "Transferor Companies".

(B) RATIONALE FOR THE SCHEME OF AMALGAMATION IN THE MANNER PRESCRIBED IN THIS SCHEME

The Scheme of Amalgamation would result in consolidation of Transferor Companies into Transferee Company and interalia, help in achieving the following key objectives:

1. Consolidation of shareholding of group operating companies held by Transferor Companies and better control over group operating companies.
2. Consolidation of the businesses of the Transferor Companies and Transferee Company in the manner prescribed in the scheme will increase their capacity to lend and invest which are required for the effective functioning of the Transferor Companies.
3. Synergies arising out of the consolidation of alike and supporting businesses of the Transferor Companies will lead to reflection of the fair value of the assets and liabilities of the Transferor Companies, whether currently recorded in the books or not.
4. This Scheme also seeks to reduce number of Non Banking Finance Companies in the group in a manner that it is in the best interest of and without prejudicial to the interest of the shareholders.
5. Reduction of administrative costs, operative and overhead expenses, legal and regulatory compliances which would further lead to cost efficiency and optimum utilization of the available resources and avoidance of inter company transactions; and
6. The amalgamation will result not only in consolidating and improving the internal systems, procedures and controls but will also bring greater management and operational efficiency due to integration of

various similar functions being carried out by all the Transferor Companies such as finance, regulatory, management, etc.

7. Amalgamation will lead to consolidation of business and simplification of group corporate structure.
- In consideration of the above-mentioned business rationale and related benefits, this Scheme of Amalgamation is being proposed in accordance with the terms set out hereunder.

PARTS OF THE COMPOSITE SCHEME OF AMALGAMATION:

This Scheme of Amalgamation ("Scheme") contemplates the amalgamation of the Transferor Company No. 1, Transferor Company No.2, Transferor Company No.3, Transferor Company No.4, Transferor Company No. 5, Transferor Company No.6, Transferor Company No.7, Transferor Company No.8, Transferor Company No.9, Transferor Company No. 10, Transferor Company No. 11 and Transferor Company No.12 into and with the Transferee Company in accordance with the provisions of Section 230 to 232 of the Companies Act, 2013 read with Rules made thereunder and in compliance with the provisions of Section 2(1B) of the IT Act. (The proposed amalgamation as described above shall hereinafter be referred to as "the Arrangement").

This Scheme of Amalgamation is divided into the following parts:

1. PART I - Deals with the Definitions and Share Capital;
2. PART II - Deals with amalgamation of EFL Foods Ltd ("EFL" or "Transferor Company No. 1"), Emami Capital Markets Limited ("Emami" or "Transferor Company No. 2"), Karan Business Private Limited ("Karan" or "Transferor Company No. 3"), Medial Chemical & Research Works Limited ("Medial" or "Transferor Company No. 4"), New Way Constructions Ltd ("New" or "Transferor Company No. 5"), Pan Emami Cosmed Limited ("Pan" or "Transferor Company No. 6"), Ramshila Enterprises Private Ltd ("Ramshila" or "Transferor Company No. 7"), Sneha Abasan Private Ltd ("Abasan" or "Transferor Company No. 8"), Sneha Niketan Private Ltd ("Niketan" or "Transferor Company No. 9"), Sundew Finance Private Limited ("Sundew" or "Transferor Company No. 10"), TMT Viniyogam Ltd ("TMT" or "Transferor Company No. 11"), Zen Business Private Ltd ("Zen" or "Transferor Company No. 12") into and with Midkot Investments Private Limited ("Midkot" or "Transferee Company") in accordance with the provisions of Section 230 to 232 of the Companies Act, 2013 read with Rules made thereunder and in compliance with the provisions of Section 2(1B) of the IT Act., consolidation of authorized share capital, issuance of consideration, the accounting treatment of the same and amendment in the main objects of the Transferee Company; and
3. PART III - Deals with General Terms and Conditions applicable to this Scheme.

PART - I



DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

- 1.1 In this Scheme (as defined hereinafter), unless repugnant to the meaning or context thereof, the following expressions shall have the meaning mentioned herein below:
- 1.2 "Act" or "The Act" means the Companies Act, 2013 and the rules, regulations, circulars, notifications, any statutory modifications, re-enforcements or amendments thereof for the time being in force;
- 1.3 "Applicable Law(s)" shall mean any applicable statute, enactments, acts of parliament, state or provincial legislatures, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives and orders of any government, statutory authority, tribunal, board or court;
- 1.4 "Appointed Date" for the purpose of this Scheme (as defined hereinafter) and the Income-tax Act, 1961 means closing hours of business on 31st March, 2020 or such other date as may be mutually agreed to by the Board of Directors of the Transferor Companies and the Transferee Company. Upon the Scheme coming into effect, it shall operate with effect from the appointed date;
- 1.5 "Appropriate Authority" means any government, statutory, regulatory, departmental or public body or authority of the Jurisdiction of West Bengal, including Registrar of Companies and Regional Director of Ministry of Corporate Affairs;
- 1.6 "Board of Directors" or "Board" means and includes the respective Boards of Directors of respective Transferor Companies and Transferee Company or any committees constituted by such Board of Directors of the aforesaid company(ies) for the purposes of the Scheme;
- 1.7 "Effective Date" has the meaning assigned to it in Clause 3 of this Scheme. Any reference in the Scheme to the "date of coming into effect of this Scheme" or "upon the Scheme becoming effective" or "effectiveness of this Scheme" shall mean the Effective Date;
- 1.8 "IT Act" means the Income-tax Act, 1961 and the rules, regulations, circulars, any statutory modifications, re-enforcements or amendments thereof for the time being in force;
- 1.9 "Optionally Convertible Redeemable Preference Shares" ("OCRPS") means the OCRPS of the Transferee Company issued pursuant to this scheme as per terms mentioned in Schedule I;
- 1.10 "Non Cumulative Redeemable Preference Shares" ("NCRPS") means the 8% NCRPS of the Transferee Company issued pursuant to this scheme redeemable at par any time within 20 years from the date of issue at the option of the board of the Transferee Company;



- 1.10 "NCLT" or "Tribunal" means the National Company Law Tribunal, Kolkata Bench and shall be deemed to include, if applicable, a reference to such other forum or authority which may be vested with any of the powers of a Tribunal to sanction the Scheme under the Act;
- 1.11 "RBI" means the Reserve Bank of India;
- 1.12 "Record Date" for the purposes of this Scheme shall mean the date to be fixed by the Board of Directors of the Transferee Company for the purpose of determining the shareholders of the Transferor Companies who are eligible to get the shares of the Transferee Company as per this Scheme;
- 1.13 "Registrar of Companies" means Registrar of Companies of State of West Bengal;
- 1.14 "Scheme" or "the Scheme" or "this Scheme" or "Scheme of Amalgamation" means this Scheme of Amalgamation, in its present form or with any modification(s) made under Clause 12 of this Scheme as approved or directed by the NCLT or such other competent authority, as may be applicable;
- 1.15 "Share Entitlement Ratio" means ratios for determining the issuance of shares by Transferee Company to the shareholders of Transferor Companies under Part II of this Scheme, as set out in the Share Entitlement Ratio Report issued by Sandeep Agrawal, Registered Valuer (Registration No. IBBI/RV/06/2019/11237), Kolkata, West Bengal;
- 1.16 "Share Entitlement Ratio Report" means the report, stating share exchange ratio issued by Sandeep Agrawal, Registered Valuer (Registration No. IBBI/RV/06/2019/11237), Kolkata, West Bengal dated 11th February 2020;
- 1.17 "Share Issuance" means the issuance and allotment of shares contemplated in the Scheme;
- 1.18 "Undertaking Of The Transferor Companies" or "Undertaking" shall mean the entire business and the undertakings of the Transferor Companies as a going concern, all their assets, rights, licenses and powers, and all their debts, outstanding, liabilities, duties, obligations and employees as on the Appointed Date including, but not in any way limited to, the following:
- (i) All the assets (including Land either Leasehold or Freehold) 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 all leases, leasehold improvement, use or possessed by the transferor Companies.



(ii) Without prejudice to the generality of the foregoing clause, the said undertaking shall include all rights, powers, interest, authorities, privileges, liberties and all properties and assets, movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent or of whatsoever nature wherever situated, including without being limited to land, (including leasehold land), building, furniture and fittings, computers, inventories, investments, investment in shares, debentures & Mutual Funds, investment with/under Portfolio Management Scheme (PMS) or any under Scheme, demat accounts with or without lien, sundry debtors, cash and bank balance, loan and advances, leases, (including lease rights), tenancy and agency right and all other interest or right in or arising out of such properties, advance income tax, tax deducted at source, MAT credit, GST credit, other taxes, right to carry any specific business for which any transferor companies is having any registration, all other rights and benefits (including tax benefit), easements, privileges, liberties and advantages of whatsoever nature obtained hereinafter by the Transferor Companies or which the Transferor Companies is entitled to and all debts, liabilities, including without limiting to secured and unsecured debts, sundry creditors duties and obligation of the Transferor Companies of whatsoever kind and howsoever arising provided always that the scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available against the Transferor Companies which shall vest in the Transferee Companies by virtue of the Amalgamation and the Transferee Companies shall not be obliged to create any further or additional security therefore after the Amalgamation has become effective or otherwise.

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

(iv) Right to any claim not preferred or made by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, with regard to any law, act or rule or scheme made by the Governmental Authority, and in respect of selfoff, carry forward of un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income-tax Act, 1961, or any other or like benefits under the said acts or under and in accordance with any law or act.

(v) All debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Companies and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised. Provided that, any reference in the security

documents or arrangements entered into by the Transferor Companies and under which, the assets of the Transferor Companies stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to the Transferor Companies only as are vested in the Transferee Companies by virtue of the Scheme.

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

1.19 In this Scheme, unless the context otherwise requires:

- a) References to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- b) The headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- c) Words in the singular shall include the plural and vice versa; and
- d) The words "including", "include" or "includes" shall be interpreted in a manner as though the words "without limitation" immediately followed the same;
- e) Any document or agreement includes a reference to that document or agreement as varied, amended, supplemented, substituted, novated or assigned, from time to time, in accordance with the provisions of such a document or agreement;
- f) The words "other", or "otherwise" and "whatever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- g) The term "Clause" refers to the specified clause of this Scheme;
- h) In addition to the defined terms under Clause 1, certain terms are defined elsewhere in this Scheme and wherever such terms are used in this Scheme, they shall have the meaning so assigned to them;
- i) References to one gender include all genders; and
- j) All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

2. COMPLIANCE WITH LAWS:



2.1 This Scheme is presented and drawn up to comply with the provisions / requirements of sections 230 to 232 of the Companies Act, 2013 for the purpose of amalgamation of Transferor Companies with the Transferee Company.

2.2 This Scheme has been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) and any other relevant sections of the IT Act as prevalent on the date of filing of Scheme with NCLT. If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions of IT Act at a later date whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. This Scheme shall stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of this Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors, which power can be exercised at any time and shall be exercised in the best interests of the companies and their shareholders.

2.3 Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and file revised return of income under the IT Act if required.

3. DATE OF TAKING EFFECT

3.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT shall be effective from the Appointed Date but shall be operative from the last of the following dates, namely:-

(a) That on which all consents, approvals, permissions, resolutions and orders as mentioned/referred to in Clause 13 hereof have been obtained or passed or fulfilled; or

(b) That on which all necessary certified copies of NCLT order sanctioning the Scheme under Sections 230-233 of the Act shall be duly filed with the Registrar of Companies, Kolkata by the Transferor Companies and the Transferee Company.

The last of such dates shall be the "Effective Date" for the purpose of this Scheme

3.2 Further, the Scheme is in no way, is a Scheme of compromise or arrangement with the creditors as all the creditors will be paid in full as and when their respective amounts fall due in the usual course of business and therefore, the Scheme is not affecting the rights of the creditors because the aggregate assets of the Transferor Companies and the Transferee Company are more than sufficient to meet the liabilities of all the creditors in full. The present Scheme is not a Scheme of

Corporate Debt Restructuring as envisaged under Section 230(2)(c) of the Act or a Scheme of compromise or arrangement under section 230 of the Act.

4. SHARE CAPITAL

1. The authorized, issued and paid-up share capital of "Midkot" as on 31st December, 2019 is under:

| Share Capital | Amount in Rs. |
|--|---------------|
| Authorized Share Capital | |
| 20,00,000 Equity Shares of Rs. 10 each | 2,00,00,000 |
| TOTAL | 2,00,00,000 |
| Issued, Subscribed and Paid-up Share Capital | |
| 17,29,269 Equity Shares of Rs. 10 each | 1,72,92,690 |
| TOTAL | 1,72,92,690 |

2. The authorized, issued and paid-up share capital of "EFL" as on 31st December, 2019 is under:

| Share Capital | Amount in Rs. |
|--|---------------|
| Authorized Share Capital | |
| 35,50,000 Equity Shares of Rs. 10 each | 3,55,00,000 |
| 55,000 Preference Shares of Rs. 100 each | 55,00,000 |
| TOTAL | 4,10,00,000 |
| Issued, Subscribed and Paid-up Share Capital | |
| 35,41,370 Equity Shares of Rs. 10 each | 3,54,13,700 |
| TOTAL | 3,54,13,700 |

3. The authorized, issued and paid-up share capital of "Emami" as on 31st December, 2019 is under:

| Share Capital | Amount in Rs. |
|--|---------------|
| Authorized Share Capital | |
| 40,00,000 Equity Shares of Rs. 10 each | 4,00,00,000 |
| TOTAL | 4,00,00,000 |



| | |
|--|--------------------|
| Issued, Subscribed and Paid-up Share Capital | |
| 24,40,760 Equity Shares of Rs. 10 each | 2,44,07,600 |
| TOTAL | 2,44,07,600 |

4. The authorized, issued and paid-up share capital of "Karan" as on 31st December, 2019 is under:

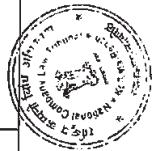
| | Amount in Rs. |
|---|------------------|
| Share Capital | |
| Authorized Share Capital | |
| 60,000 Equity Shares of Rs. 10 each | 6,00,000 |
| 3,60,000 Preference Shares of Rs. 10 each | 36,00,000 |
| TOTAL | 42,00,000 |
| Issued, Subscribed and Paid-up Share Capital | |
| 52,400 Equity Shares of Rs. 10 each | 5,24,000 |
| 3,07,500 8.25% Non Cumulative Redeemable Preference Shares of Rs. 10 each | 30,75,000 |
| TOTAL | 35,99,000 |

5. The authorized, issued and paid-up share capital of "Medal" as on 31st December 2019 is under:

| | Amount in Rs. |
|---|--------------------|
| Share Capital | |
| Authorized Share Capital | |
| 30,00,000 Equity Shares of Rs. 10 each | 3,00,00,000 |
| TOTAL | 3,00,00,000 |
| Issued, Subscribed and Paid-up Share Capital | |
| 50,000 Equity Shares of Rs. 10 each | 5,00,000 |
| TOTAL | 5,00,000 |

6. The authorized, issued and paid-up share capital of "New" as on 31st December, 2019 is under:

| | Amount in Rs. |
|---------------------------------|---------------|
| Share Capital | |
| Authorized Share Capital | |



12

| | |
|---|---------------------|
| 2,00,00,000 Equity Shares of Rs. 10 each | |
| TOTAL | 20,00,00,000 |
| Issued, Subscribed and Paid-up Share Capital | |
| 1,77,12,500 Equity Shares of Rs. 10 each | 17,71,25,000 |
| TOTAL | 17,71,25,000 |

7. The authorized, issued and paid-up share capital of "Pan" as on 31st December, 2019 is under:

| | Amount in Rs. |
|---|--------------------|
| Share Capital | |
| Authorized Share Capital | |
| 74,99,000 Equity Shares of Rs. 10 each | 7,49,90,000 |
| 1,000 Preference Shares of Rs. 10 each | 10,000 |
| 1,51,000 Preference Shares of Rs. 100 each | 1,51,00,000 |
| TOTAL | 9,01,00,000 |
| Issued, Subscribed and Paid-up Share Capital | |
| 58,30,050 Equity Shares of Rs. 10 each | 5,83,00,500 |
| TOTAL | 5,83,00,500 |

8. The authorized, issued and paid-up share capital of "Ramshila" as on 31st December, 2019 is under:

| | Amount in Rs. |
|---|--------------------|
| Share Capital | |
| Authorized Share Capital | |
| 26,00,000 Equity Shares of Rs. 10 each | 2,60,00,000 |
| TOTAL | 2,60,00,000 |
| Issued, Subscribed and Paid-up Share Capital | |
| 25,79,800 Equity Shares of Rs. 10 each | 25,798,000 |
| TOTAL | 25,798,000 |

9. The authorized, issued and paid-up share capital of "Abasan" as on 31st December, 2019 is under:

13



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| Share Capital | Amount in Rs. |
|---|------------------|
| Authorized Share Capital | |
| 1,50,000 Equity Shares of Rs. 10 each | 15,00,000 |
| 20,000 Preference Shares of Rs. 100 each | 20,00,000 |
| TOTAL | 35,00,000 |
| Issued, Subscribed and Paid-up Share Capital | |
| 1,10,000 Equity Shares of Rs. 10 each | 11,00,000 |
| 8,870 11% Non Cumulative Redeemable Preference Shares of Rs. 100 each | 8,87,000 |
| TOTAL | 19,87,000 |

10. The authorized, issued and paid-up share capital of "Niketan" as on 31st December, 2019 is under:

| Share Capital | Amount in Rs. |
|--|------------------|
| Authorized Share Capital | |
| 2,00,000 Equity Shares of Rs. 10 each | 20,00,000 |
| TOTAL | 20,00,000 |
| Issued, Subscribed and Paid-up Share Capital | |
| 1,65,000 Equity Shares of Rs. 10 each | 16,50,000 |
| TOTAL | 16,50,000 |

11. The authorized, issued and paid-up share capital of "Sundew" as on 31st December, 2019 is under:

| Share Capital | Amount in Rs. |
|--|--------------------|
| Authorized Share Capital | |
| 20,00,000 Equity Shares of Rs. 10 each | 2,00,00,000 |
| TOTAL | 2,00,00,000 |
| Issued, Subscribed and Paid-up Share Capital | |



| | |
|--|--------------------|
| 17,26,304 Equity Shares of Rs. 10 each | 1,72,63,040 |
| TOTAL | 1,72,63,040 |

12. The authorized, issued and paid-up share capital of "JMT" as on 31st December, 2019 is under:

| Share Capital | Amount in Rs. |
|--|--------------------|
| Authorized Share Capital | |
| 40,00,000 Equity Shares of Rs. 10 each | 4,00,00,000 |
| TOTAL | 4,00,00,000 |
| Issued, Subscribed and Paid-up Share Capital | |
| 37,06,350 Equity Shares of Rs. 10 each | 3,70,63,500 |
| TOTAL | 3,70,63,500 |

13. The authorized, issued and paid-up share capital of "Zen" as on 31st December, 2019 is under:

| Share Capital | Amount in Rs. |
|---|------------------|
| Authorized Share Capital | |
| 60,000 Equity Shares of Rs. 10 each | 6,00,000 |
| 3,50,000 Preference Shares of Rs. 10 each | 35,00,000 |
| TOTAL | 41,00,000 |
| Issued, Subscribed and Paid-up Share Capital | |
| 52,300 Equity Shares of Rs. 10 each | 5,23,000 |
| 2,45,000 8.25% Non Cumulative Redeemable Preference Shares of Rs. 10 each | 24,50,000 |
| TOTAL | 29,73,000 |

PART - II
AMALGAMATION OF TRANSFEROR COMPANIES WITH TRANSFEREE COMPANY

5. TRANSFER AND VESTING OF BUSINESS, UNDERTAKING, PROPERTIES, ASSETS, AND LIABILITIES OF TRANSFEROR COMPANIES WITH THE TRANSFEREE COMPANY



5.1 Subject to the provisions of the Scheme in relation to modalities of amalgamation, upon the coming into effect of this Part of the Scheme on the Effective Date, and with effect from the Appointed Date, the entire business and the whole of the undertaking, property, assets (whether movable or immovable, tangible or intangible), investments in shares, investments in debentures, investments in Alternative investments funds, investments in mutual funds, investments in Portfolio Management Schemes, other investments, financial assets, rights, benefits, properties, land, building, furniture, fixtures, DEMAT accounts with depositories, DEMAT accounts with depositories with lien, interest, liabilities, contingent liabilities, duties and obligations of Transferor Companies shall by operation of law pursuant to the orders of the NCLT sanctioning the Scheme and pursuant to provisions of section 230 to 232 and other applicable provisions of the Act, without any further act, deed, matter or thing, stand transferred and vested in and/or deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the properties and liabilities of the Transferee Company within the meaning of Section 2(1B) of the IT Act.

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

5.2.1 All immovable property including land, building and any other immovable property comprised in the Transferee Companies, and any other documents, title, rights, and easements in relation to such immovable property, shall stand vested in the Transferee Company, without any further act or deed done by the Transferor Companies or the Transferee Company, and without any approval or acknowledgement of any third party. With effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfil all obligations, in relation to or applicable to such immovable properties. The mutation/substitution of the title to such immovable properties shall be made and duly recorded in the name of the Transferee Company by the appropriate authorities on the Scheme becoming effective in accordance with the terms hereof. The Transferor Companies shall take all step as may be necessary to ensure that lawful, peaceful and unencumbered possession, right, title, interest of the immovable properties comprised in the Transferor Companies to the Transferee Company.

5.2.2 All the assets and properties of the Transferor Companies, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery, shall, without any further act, instrument, deed, matter or thing being made, done or executed, stand vested in the Transferee Company, and shall become the property and an integral part of the Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement and delivery, as appropriate to the property being vested, and the title to such property shall be deemed to have transferred accordingly to the Transferee



Company. The investments, if any, held in the dematerialized form will be transferred to Transferee Company by issuing appropriate delivery instruction to the depository participant with whom the Transferor Companies have an account with. Such delivery or transfer shall be made on a date mutually agreed between the respective Board of Directors of the Transferor Companies and the Transferee Company, being a date after the sanction of the Scheme by the NCLT.

5.2.3 Any and all other movable property (except those specified elsewhere in this Clause 5.2.2) including all sundry debtors and receivables, outstanding loans and advances, investments, MAT Credit, GST credit, Tax Deducted at Source, assets recoverable in cash or in-kind or for value to be received, actionable claims, dematerialized accounts with depositories, bank balances and deposits, if any, with government, Semi-government, local and other authorities and bodies, customers and other persons of the Transferor Companies shall, without any further act, instrument, deed, matter or thing being made, without any notice or other intimation to the debtors, done or executed, become the property of the Transferee Company.

5.2.4 Any recommendations, permits, leases, PF registration, ESI registration, licensees, approvals, consents, quotas, rights, authorizations, entitlements, registrations, tax deferrals and benefits, subsidies, concessions, grants, tenancy rights, no-objection certificates and licenses, if any, to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be entitled or which may be required to carry on the operations of the Transferor Companies, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against the Transferee Company and may be enforced as fully and effectually as if, instead of the relevant Transferor Companies, the Transferee Company had been a party, a beneficiary or an obligee thereto without any further act, instrument, deed, matter or thing being made, done or executed.

5.2.5 All rights, entitlements, licensees, applications and registrations relating to copyrights, trademarks, service marks, brand names, logos and other intellectual property rights of every kind and description, if any, whether registered, unregistered or pending registration, arising therefrom, to which Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible or entitled, shall become the rights, entitlement or property of the Transferee Company and shall be enforceable by or against the Transferee Company, as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto or the holder or owner thereof, without any further act, instrument or deed required by the Transferor Companies.

5.2.6 The date of entitlement/ownership of the transferee company relating to all assets, properties, leasehold land, shares and securities, right, benefits, approvals, investments, ownership, title, powers, interests, authorities, licensees, privileges,



liberties will be from the date to which the Transferor Companies were entitled and it will be treated that the same has been entered into with the transferee company and the transferee company will step into the shoes of the Transferor Companies.

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

5.3.1 All secured or unsecured debts, liabilities (including contingent liabilities), guarantees, duties and obligations of every kind, nature and description, whether recorded in the books of accounts or not, arising, raised or incurred or utilized for the business activities or operations of the Transferor Companies shall be deemed to have been transferred to the Transferee Company and to the extent they are outstanding on the Effective Date shall, without any further act, instrument, deed, matter or thing being made, done or executed, stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which shall undertake to meet, discharge and satisfy the same. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or another person, who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.

5.3.2 Where any of the debt, liabilities (including contingent liabilities), guarantees, duties and obligations of the Transferor Companies as on the Appointed Date, deemed to be 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, and all loans raised and used and all liabilities and obligations incurred by the Transferor Companies after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date shall also, without any further act, instrument, deed, matter or thing being made, done or executed, stand transferred to the Transferee Company and become the liabilities and obligations of the Transferee Company, which shall undertake to meet, discharge and satisfy the same and 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 loans and liabilities have arisen in order to give effect to the provisions of this sub-clause.

5.3.3 Upon Scheme coming into effect and till such time the names of the respective bank accounts, Demat accounts etc. of the Transferor Companies are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts and Demat accounts of the Transferor Companies in their respective names, as the case may be, in so far as may be necessary.



5.3.4 The transfer and vesting as aforesaid shall be subject to the existing charge/ hypothecation/ mortgage, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided, any reference in any security documents or arrangements to which the Transferor Companies are a party wherein the assets of the Transferor Companies have been or are offered or agreed to be offered as security for any financial assistance or obligation shall be construed as references only to the assets pertaining to the respective Transferor Companies and vested in the Transferee Company by virtue of this Scheme to the end and intent that the charges shall not be extended and deemed to extend to any assets of the Transferee Company.

Provided that this Scheme shall not operate to enlarge the security for the said liabilities of the Transferor Companies which shall vest in the Transferee Company by virtue of this Scheme and the Transferee Company shall not be obliged to create any further, or additional security thereof after the amalgamation has become effective or otherwise. The transfer/ vesting of the assets of the Transferor Companies as aforesaid shall be subject to existing charge/ hypothecation/ mortgage over or in respect of the assets or any part thereof of the Transferor Companies.

5.3.5 Save as provided for by this Scheme, no other term or condition of the liabilities of the Transferor Companies shall be modified except to the extent that such amendment is required by necessary implications.

5.3.6 The provisions of this clause shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

5.3.7 Without prejudice to the provisions of the above clauses and upon coming into effect of this Scheme, the Transferor Companies and the Transferee Company shall execute such instrument and/or document and to do such acts and/or deeds as may be required, including filing of necessary particulars and/or modification of charge with the respective Registrar of Companies/ Ministry of Corporate Affairs, to give formal effect to the above provisions, if required.

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

5.4.1 All legal, tax, quasi-judicial, administrative, regulatory or other proceedings of whatsoever nature by or against the Transferor Companies pending and/or arising on or after the Appointed Date shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the



relevant Transferor Companies without any further act, instrument, deed, matter or thing is made, done or executed. The Transferee Company will have all legal or other proceedings initiated by or against the Transferor Companies referred to in this sub-clause, transferred in its name and to have the same continued, prosecuted and enforced by or against the Transferee Company, to the exclusion of the relevant Transferor Companies.

5.5 Transfer of Contracts and Deeds - Without prejudice to the generality of the Clause 5.1 above, upon coming into effect of this Scheme and with effect from the Appointed Date

5.5.1 All letters of intent, memoranda of understanding, memoranda of agreements, contracts, deeds, bonds, agreements, insurance policies, guarantees and indemnities, schemes, arrangements, undertakings and other instruments of whatsoever nature or description, to which the Transferor Companies is a party or to the benefit of, which the Transferor Companies may be eligible, shall be in full force and effect against or in favour of the Transferee Company and may be enforced by or against it as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto, without any further act, instrument or deed required by the Transferor Companies or Transferee Company.

5.5.2 All lease or license or rent agreements, if any, entered into by the Transferor Companies with landlords, owners, licensors or lessors in connection with the assets being used by the Transferor Companies, together with security deposits, shall stand automatically transferred in favour of the Transferee Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed. The Transferee Company shall continue to pay lease/ rent amounts as provided for in such agreements and shall comply with the other terms, conditions and covenants thereunder and shall also be entitled to refund of security deposits paid under such agreements by the Transferor Companies.

5.5.3 All other agreements, if any, entered into by the Transferor Companies in connection with the assets being used by the Transferor Companies shall stand automatically transferred in favour of the Transferee Company on the same terms and conditions without any further act, instrument, deed, matter or thing being made, done or executed.

5.5.4 The Transferor Companies may, at any time after the coming into effect of the Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds, writings, confirmations or notices with, or in favour of, any other party to any contract or arrangement to which the Transferee Company are a party or any writings as may be necessary to be executed in order to give formal effect to the provisions of the Scheme.

5.5.5 All cheques and other negotiable instruments, payment orders received in the name of the Transferor Companies after the Effective Date shall be accepted and honoured by the bankers of the Transferee Company and credited to the account of the Transferee Company.

5.5.6 It is hereby clarified that if any Contracts cannot be transferred to the Transferee Company for any reason whatsoever, the Transferor Company shall hold such Contracts, in trust for the benefit of the Transferee Company.

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

5.6.1 All the employees of the Transferor Companies, if any in service on the Effective Date shall be deemed to have become employees of the Transferee Company with effect from the Appointed Date without any break, discontinuance or interruption in their service on the basis of continuity of service without any further act, instrument, deed, matter or thing being made, done or executed. The terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to their respective Transferor Companies on the Effective Date.

5.6.2 The Transferee Company further agrees that for the purpose of payment of any retirement benefit/ compensation, such uninterrupted past services with the Transferor Companies shall also be taken into account. Further, upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee by the Transferor Companies shall be continued/continue to operate against the relevant employee and shall be enforced effectively by the Transferee Company.

5.6.3 With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Transferor Companies, upon occurrence of the Effective Date and with effect from the Appointed Date, of which the employees relating to the Transferor Companies are members or beneficiaries, along with all accumulated contributions therein till the Appointed Date, upon the Scheme becoming effective, shall, with the approval of the concerned authorities, if required, be transferred to and continued to be administered by the Transferee Company for the benefit of such employees on the same terms and conditions. Accordingly, the provident fund, superannuation fund and gratuity fund dues, if any, of the said employees of the Transferor Companies would be continued to be deposited in the transferred provident fund, superannuation fund and gratuity fund account by the Transferee Company. Further, upon the occurrence of the Effective



Date and with effect from the Appointed Date, the name of the Transferee Company shall stand substituted for the relevant Transferor Company, for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds. It is clarified that the services of the employees of the Transferor Companies will be treated as having been continuous for the purpose of the said fund or funds or gratuity.

5.7 Transfer of taxes, duties, etc. - Without prejudice to the generality of the Clause 5.1 above, upon coming into effect of this Scheme and with effect from the Appointed Date

5.7.1 All the taxes of any nature, duties, cess or any other deduction or any other like payment made by each of the Transferor Companies to any statutory authorities such as income tax, advance tax, tax paid under Minimum Alternative Tax, Goods and Service Tax, Custom Duty etc. or any tax deduction/ collection at source, credits (including GST credit, MAT Credit), etc., if any, of the Transferor Companies shall be deemed to have been on account of or on behalf of or paid by the Transferee Company, without any further act, instrument, deed, matter or thing being made, done or executed, and the Transferee Company shall be entitled to claim credit for such taxes deducted (at source)/ paid against its tax/ duty liabilities/ minimum alternative tax credit, Goods and Service Tax, Custom Duty etc., upon the scheme becoming effective, notwithstanding that the certificates/challans or other documents for payment of such taxes/duties are in the name of the Transferor Companies. Further, upon the coming into effect of this scheme, all tax compliances under the applicable tax laws by the Transferor Companies on or after Appointed Date shall be deemed to be made by the Transferee Company.

5.7.2 All the deductors otherwise admissible to the Transferor Companies including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as section 43B, section 40, Section 40A etc. of the IT Act) will be eligible for deduction to Transferee Company, upon fulfilment of conditions, if any, required under the IT Act. Any refund, under the IT Act, Goods and Service Tax laws, custom duty law or other applicable laws, regulations dealing with taxes, duties, land levies, levies due to the Transferor Companies consequent to the assessment made on the Transferor Companies (including any refund for which no credit is taken in the books of accounts of the Transferor Companies on the Appointed Date) shall belong to and be received by the Transferee Company without any further act, instrument, deed, matter or thing being made, done or executed, become the property of the Transferee Company.

5.7.3 Upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise its income tax returns, withholding tax returns, goods and service tax returns, TDS returns, TDS certificates, and other statutory returns and filings under the tax laws notwithstanding that the period of filing/ revising such returns may have

22



lapsed and to claim refunds, advance tax and withholding tax credits etc., pursuant to the provisions of this Scheme. The Transferee Company is expressly permitted to amend tax deduction at source certificate and other statutory certificates, and shall have the right to claim refunds, advance tax credits, set offs and adjustments relating to its incomes/ transactions from the Appointed Date.

5.8 Saving of Concluded Transactions -

5.8.1 The transfer of all the assets and liabilities of the Transferor Company under Clause 5.2 and 5.3 above, continuation of legal proceedings under Clause 5.4 above and the effectiveness of Contracts and Deeds under Clause 5.5 above, transfer of all employees of the Transferor Companies under Clause 5.6 above and transfer of all statutory liabilities such as duties, taxes under Clause 5.7 above, shall not affect any transaction or proceedings already concluded by the Transferor Companies on or before the Appointed Date or concluded after the Appointed Date till the sanction of the Scheme, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereof, as if done and executed on its behalf.

5.9 Resolutions, limits and borrowing powers -

5.9.1 The resolutions, if any, of each of the Transferor Companies, which are valid and subsisting including the approvals that may have been obtained by the Transferor Companies from the shareholders under the provisions of Section 180, 185, 186 and 188 or other provisions of the Act, and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.

6. CONSIDERATION

6.1 Upon the Scheme becoming effective and in consideration for the amalgamation of respective Transferor Companies in the Transferee Company, the Transferee Company shall without any further act or deed, issue and allot to the shareholders of the respective Transferor Companies whose names appear in the Register of Members of the Transferor Companies as on the Record Date as determined in accordance with Clause 1.10 above, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferee Company, as provided in Share Exchange Ratio Report, the following:

23



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- i. To every Equity shareholder of "EFL", 100 Class A 8% NCOCRPS of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 Equity Share of Rs. 10 each fully paid-up held by such Equity Shareholder in "EFL" or 571 fully paid up equity shares of Rs. 10 each of Transferee Company for every 100 fully paid-up equity shares of Rs. 10 each held in "EFL".
- ii. To every Equity shareholder of "Emami", 2185 Equity Shares of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 Equity Share of Rs. 10 each fully paid-up held by such Equity Shareholder in "Emami".
- iii. To every Equity shareholder of "Karan", 64,989 Equity Shares of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 Equity Share of Rs. 10 each fully paid-up held by such Equity Shareholder in "Karan".
- iv. To every Preference shareholder of "Karan", 100, 8% NCRPS of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 8.25% Non Cumulative Redeemable Preference Share of Rs. 10 each fully paid-up held by such Preference Shareholder in "Karan".
- v. To every Equity shareholder of "Medal", 17,346 Equity Shares of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 Equity Share of Rs. 10 each fully paid-up held by such Equity Shareholder in "Medal".
- vi. To every Equity shareholder of "New", 71 Equity Shares of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 Equity Share of Rs. 10 each fully paid-up held by such Equity Shareholder in "New".
- vii. To every Equity shareholder of "PAN", 100 Class B 8% NCOCRPS of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 Equity Share of Rs. 10 each fully paid-up held by such Equity Shareholder in "PAN" or 2030 fully paid up equity shares of Rs. 10 each of Transferee Company for every 100 fully paid up equity shares of Rs. 10 each held in "PAN".
- viii. To every Equity shareholder of "Ramshila", 1480 Equity Shares of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 Equity Share of Rs. 10 each fully paid-up held by such Equity Shareholder in "Ramshila".
- ix. To every Equity shareholder of "Abasan", 23190 Equity Shares of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 Equity Share of Rs. 10 each fully paid-up held by such Equity Shareholder in "Abasan".

- x. To every Preference shareholder of "Abasan", 1000 8% NCRPS of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 11% Non Cumulative Redeemable Preference Share of Rs. 100 each fully paid-up held by such Preference Shareholder in "Abasan".
- xi. To every Equity shareholder of "Niketian", 16537 Equity Shares of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 Equity Share of Rs. 10 each fully paid-up held by such Equity Shareholder in "Niketian".
- xii. To every Equity shareholder of "Sundew", 257 Equity Shares of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 Equity Share of Rs. 10 each fully paid-up held by such Equity Shareholder in "Sundew".
- xiii. To every Equity shareholder of "TMT", 4252 Equity Shares of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 Equity Share of Rs. 10 each fully paid-up held by such Equity Shareholder in "TMT".
- xiv. To every Equity shareholder of "Zen", 70885 Equity Shares of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 Equity Share of Rs. 10 each fully paid-up held by such Equity Shareholder in "Zen".
- xv. To every Preference shareholder of "Zen", 100 8% NCRPS of Rs. 10/- credited as fully paid-up in the Transferee Company for every 100 8.25% Non Cumulative Redeemable Preference Share of Rs. 10 each fully paid-up held by such Preference Shareholder in "Zen".

- 6.2 The fractional entitlements, if any, to which shareholders of the Transferor Companies may become entitled to upon issue of Shares pursuant to Clause 6.1 above respectively, will be rounded off to the nearest integer.
- 6.3 Approval of this Scheme by the shareholders of the Transferee Company shall be deemed to be due compliance of the provisions of Section 62 read with Section 42 of the Companies Act, 2013, and other relevant and applicable provisions of the Act for the issue and allotment of Shares by the Transferee Company to the shareholders of the Transferor Companies, as provided in this Scheme.
- 6.4 In the event that the Transferor Companies and the Transferee Company restructure their share capital by way of share split / buy back / consolidation / issue of bonus shares/ issue of right shares or issue of fresh shares during the pendency of the Scheme, the Share Entitlement Ratio shall be adjusted accordingly to take into account the effect of any such corporate actions.



- 6.5 The shares to be issued by the Transferee Company to the respective shareholders of the Transferor Companies shall be subject to the Memorandum of Association and Articles of Association of the Transferee Company and shall rank pari passu with the existing shares of the Transferee Company in all respects including dividend.
- 6.6 The shares of the Transferee Company shall be issued in physical form or dematerialized form as the case may be. The shareholders of the Transferor Companies need not surrender their existing share certificates to getting shares of the Transferee Company. Upon allotment of shares of the Transferee Company, the share scripts of the Transferor Companies shall be deemed to have been cancelled.
- 6.7 The share certificates, if any, in relation to the shares held by the shareholders of the Transferor Companies in Transferor Companies shall be of no effect, and be extinguished and be deemed to have been automatically cancelled, on and from issue and allotment of Shares in Transferee Company.
- 6.8 The New Shares to be allotted and issued in terms of Clause 6.1 hereinabove are subject to the Transferee Company obtaining the requisite approvals from all the relevant Governmental Authorities if any.
- 6.9 The Transferee Company shall dispatch a notice to each of the equity shareholders of PAN and EFL whose name appear in register of members as on the Record Date, within 15 days of Record Date, which shall allow equity shareholders of PAN and EFL the following options, and contain or require furnishing of such other information as may be necessary to give effect to such options.
- issuance and allotment of OCRPS of the Transferee Company; or
 - issuance and Allotment of equity shares of the Transferee Company.
- 6.10 Equity shareholders of PAN and EFL shall be required to submit the duly filled-up Notice to the Transferee Company on and before the expiry of 25 (Twenty-Five) days from the date of dispatch of such Notice. The equity shareholders of PAN and EFL are mandatorily required to exercise either of the options which shall be provided to them in the notice in entirety and not in parts.
- 6.11 If any of such equity shareholders of PAN and EFL has not submitted the duly filled-up Notice to the Transferee Company within the stipulated time as mentioned above or has not provided requisite details as may be required in relation to the option or where such Notice has not been received by the Transferee Company or the Notice has returned undelivered or the ownership of the equity shares of PAN and EFL is in dispute, then in that event, such equity shareholder shall



be allotted OCRPS of the Transferee Company (as consideration pursuant to Clause 6) in the ratio as stated in Clause 6.1 above.

7. ACCOUNTING TREATMENT

- 7.1 Accounting treatment in the books of the Transferee Company
- 7.1.1 Pursuant to this Scheme becoming effective with effect from the Appointed Date, the amalgamation of the Transferor Companies with the Transferee Company shall be accounted as per the 'Purchase Method', as described in Accounting Standard - 14 "Accounting for Amalgamations" issued by the Central Government in terms of Companies (Accounting Standard) Rules, 2006 as amended from time to time.
- 7.1.2 Upon the Scheme becoming effective but from the Appointed Date, the Transferee Company, the acquirer for the purpose of accounting treatment, shall record all the assets and liabilities pertaining to the Transferor Companies, by allocating the consideration to individual identifiable assets and liabilities of the Transferor Companies on the basis of their fair value.
- 7.1.3 Any inter-company deposits, loans, advances, balances, investments, guarantee, etc. between the Transferor Companies and the Transferee Company and/or in between Transferor Companies, as appearing in their respective book of accounts as on the Appointed Date shall stand cancelled and obligations in respect thereof shall come to an end.
- 7.1.4 Upon the Scheme being effective, the Transferee Company shall record the issued and allotted Equity Shares, and Optionally Convertible Redeemable Preference Shares at fair value as on Appointed Date. The face value of Equity Share on such issue shall be credited to the Equity Shares Capital Account, and the balance shall be credited to the securities premium account in the Transferee Company's books of accounts
- 7.1.5 Statutory reserves of the Transferor Companies if required, shall be recorded in the financial statements of Transferee Company. The difference between the fair value of assets, the fair values of the liabilities and statutory reserve, if any, of the Transferor Companies as on the Appointed Date taken over by the Transferee Company as per Clause 7.1.2 above and cancellation of inter-company deposits, loans, advances, balances, investments, guarantee, etc. in Clause 7.1.3 of the Scheme and the fair



value of Shares to be issued and allotted by the Transferee Company as per Clause 7.1.4 of this Scheme, shall be, credited to Capital Reserve of Transferee Company, or debited to Goodwill account, as the case may be, of the Transferee Company.

7.2 Any matter not dealt with in this Clause 7.1 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Transferee Company.

7.3 In case of any difference in the accounting policy between the Transferor Companies and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the balance of profit and loss account of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

7.4 The accounting treatment specified in the Clause 7.1 to 7.3 shall prevail over any adjustment required by Accounting Standard followed by Transferee Company. Further, the Transferee Company shall not be obliged to reopen its books to modify the accounting treatment prescribed in the Scheme.

7.5 In the books of the Transferor Companies

7.5.1 There will be no accounting treatment in the books of the Transferor Companies as it shall cease to exist pursuant to the application of the Scheme.

7.5.2 All costs, charges, stamp duty incurred in connection with giving effect to this Scheme shall be debited by the Transferee Company to its statement of Profit and Loss.

8. REORGANISATION OF AUTHORISED SHARE CAPITAL OF TRANSFEE COMPANY

8.1 Upon the Scheme becoming effective, the Authorized Share Capital of the Transferee 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 Transferee Company, by the authorized share capital of the Transferor Companies, and the Memorandum of Association and Articles of Association of the Transferee Company, (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and for this purpose the stamp duty and fee paid if any, paid by the Transferor Companies on its authorized share capital shall be set-off against any fees payable by

the Transferee Company (if any) on the increase in its authorized share capital subsequent to the amalgamation under the Act.

8.2 Pursuant to this Scheme, the Transferee Company shall file the requisite documents/ information (if any required) with the Registrar of Companies or any other Applicable Authority for such increase of the authorized share capital.

8.3 It is hereby clarified that upon the Scheme coming into effect, the provisions of Sections 13, 14, 61, 64 and other applicable provisions, if any, of the Act in relation to increase in the Authorized Share Capital of the Transferee Company shall be considered to be complied with, and it shall not be required to do any further act, deeds or things, unless specifically required under the Act.

9. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

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

9.1 The Transferor Companies shall be deemed to have been carrying on and shall carry on the business with reasonable diligence and business prudence. All such activities shall include without limitation, the ability to undertake actions in relation to their business and fulfil all past, existing and/or future commitments with respect to the businesses including the sale/ disposal of any or all their assets and / or further investments of proceeds thereof.

9.2 The Transferor Companies shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest of the Transferor Companies for and on account of, and in trust for the Transferee Company.

9.3 All profits and cash accruing to or losses arising or incurred (including the effect of taxes, if any, thereon), by the Transferor Companies, shall for all purposes, be treated as the profits or cash or losses, of the Transferee Company. All accretions and depletions to the Transferor Companies shall be for and on account of the Transferee Company.

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



deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company.

10. Winding Up

10.1 From the Effective Date, the Transferor Companies, shall stand dissolved without being wound up in accordance with the provisions of Section 230-232 and other applicable provisions of the Act.

10.2 Conversion of MIDKOT Transferee Company and Change in Name Clause to give the effect of conversion:

10.2.1 Upon Scheme being effective and upon the issue of Equity Shares by MIDKOT, the Transferee Company to the shareholders of Transferor Companies pursuant to Clause 6.1 hereinabove, MIDKOT, the Transferee Company shall cease to be a private limited company. Consequently, the name of the Company would change from 'MIDKOT Investment Private Limited' to 'Pan Emami Cosmed Limited'. Alongwith the change of name, the word 'Private' shall be deleted from the name of the Company. The Transferee Company shall cease to be a private limited company. Since this is consequential change and proposed as an integral part of the Scheme, it is clarified that there will be no need to pass a separate resolution as required under Section 13, 14, 18 and other applicable provisions of the Act.

10.2.2 Clause 1 of the Memorandum of Association of MIDKOT, the Transferee Company shall be substituted with the following clause:

"1. The name of the Company is Pan Emami Cosmed Limited.

10.2.3 Pursuant to the provisions of Section 14 and other applicable of the Companies Act, 2013, the Articles of Association of the Transferee Company be altered by deleting the existing name of the Company wherever appearing and substituting it with the new name of the Company. Further in the Articles of Association, wherever required, clauses as applicable to private limited shall be deleted or modified based on "Table-F" of the Companies Act, 2013 which sets out the model articles of association for a company limited by shares. The Transferee Company shall file the said Memorandum of Association and Article of Association with the Registrar of Companies alongwith e-form as applicable.

10.3 PRINCIPLE OF SINGLE WINDOW CLEARANCE

30



Under the accepted principle of single window clearance, it is hereby provided that the above-referred amendment in the Memorandum of Association of the Transferee Company and the Memorandum and Articles of Association of MIDKOT, the Transferee Company, viz. Change in the Capital Clause and change in name clause as mentioned in applicable Clause hereinabove, no separate approval will be required.

PART - III

GENERAL TERMS AND CONDITIONS

11. APPLICATION TO THE NCLT

The Transferor Companies and the Transferee Company, shall, with all reasonable efforts, make application or petition under Sections 230-232 and other applicable provisions of the Act to the NCLT of Kolkata or any other Appropriate Authority, for sanction of this Scheme and for dissolution of the Transferor Companies, without winding-up under the provisions of law.

12. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

Subject to approval of the NCLT, the Transferor Companies and the Transferee Company, acting through their respective Board of Directors may assent to any modifications / amendments to the Scheme or to any conditions or limitations that the Court and / or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors). The Transferor Companies and the Transferee Company, by their respective Board of Directors, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions of law or otherwise, whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and / or any matter concerned or connected therewith.

13. CONDITIONALITY OF THE SCHEME

This Scheme, although to come into operation from the Appointed Date, shall not be effective and shall be conditional upon and subject to:

13.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and / or creditors of the Transferor Companies and the

31



16.1 Transferee Company is expressly permitted to file/ revise their respective income-tax, service tax, TDS return/ GST return and other statutory returns, consequent to the Scheme becoming effective, notwithstanding that the period for filing/ revising such returns may have lapsed. The Company is expressly permitted to amend tax deduction at source certificate and other statutory certificates, and shall have the right to claim refunds, advance tax credits, TDS credits, set-offs and adjustments, GST credits, relating to its incomes/ transactions from the Appointed Date.

17. SEVERABILITY

17.1 If any part of this Scheme is found invalid, unworkable for any reason whatsoever, ruled illegal by any court of competent jurisdiction or unenforceable under present future laws the same shall not, subject to the decision of Board of Directors, affect the validity or implementation of the other parts and/or provisions of this Scheme.

SCHEDULE I

TERMS AND CONDITIONS OF OCRPS

| | |
|------------------------------|--|
| Issuer | Midkot Investments Private Limited |
| Instrument | Class A Optionally Convertible Redeemable Preference Shares (OCRPS) |
| Nominal Value | Rs. 10 (Ten) per OCRPS |
| Conversion/ Redemption terms | <ul style="list-style-type: none"> Holder of OCRPS will have an option to convert the OCRPS into equity at any time after 1 (one) but before 2 (two) years of its' issue. In an event, the holder of OCRPS does not convert it within a period of 2 years, the OCRPS shall be redeemed at face value at the end of 2 (two) years from the date of issue. 1 ('One') OCRPS of Midkot Investments Private Ltd will be convertible into 1 ('One') Equity share of Midkot Investments Private Ltd of Rs. 10 each |
| Redemption | To be redeemed at its face value |
| Coupon Rate | Non Cumulative, 8% becomes due and payable, as and when the dividend is declared on the equity shares |



CERTIFIED TO BE TRUE COPY

Transferee Company as prescribed under the Act and as may be directed by the NCLT or any other Appropriate Authority as may be applicable.

13.2 The sanction of this Scheme by the NCLT or any other Appropriate Authority under Sections 230 to 232 and other applicable provisions, if any of the Act.

13.3 Certified or authenticated copy of the Order of the NCLT sanctioning the Scheme being filed with the Registrar of Companies.

13.4 The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, if any, which by law may be necessary for the implementation of this Scheme.

14. EFFECT OF NON-RECEIPT OF APPROVALS

14.1 In the event of any of the said sanctions and approvals referred to in Clause 13 not being obtained and / or the Scheme not being sanctioned by the NCLT or such other Appropriate Authority, if any, 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 and agreed between the respective parties to this Scheme. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme unless otherwise mutually agreed.

14.2 It is further provided in a case if the Board of Directors of any of the companies as being part of this Scheme, at any stage prior to the Scheme coming into effect, decide not to proceed further with the Scheme and withdraw the consent of the respective company to the Scheme, in such a case, the Scheme in its entirety shall not be proceeded with by any party, and this Scheme shall stand revoked, cancelled and be of no effect.

15. COSTS, CHARGES AND EXPENSES

15.1 All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of Transferor Companies and Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Transferee Company and would be debited to statement of Profit and Loss.

16. FILING AMENDMENT OF RETURNS



TERMS AND CONDITIONS OF OCRPS

| | |
|-----------------------------|---|
| Issuer | Midkot Investments Private Limited |
| Instrument | Class B Optionally Convertible Redeemable Preference Shares (OCRPS) |
| Nominal Value | Rs. 10 (Ten) per OCRPS |
| Conversion/Redemption terms | <ul style="list-style-type: none"> Holder of OCRPS will have an option to convert the OCRPS into equity at any time after 1 (one) but before 2 (two) years of its' issue. In an event, the holder of OCRPS does not convert it within a period of 2 years; the OCRPS shall be redeemed at Rs. 175/- per OCRPS at the end of 2 (two) years from the date of issue. 1 ('One') OCRPS of Midkot Investments Private Ltd will be convertible into 1 ('One') Equity share of Midkot Investments Private Ltd of Rs. 10 each |
| Redemption | To be redeemed at Rs. 175/- per OCRPS |
| Coupon Rate | Non Cumulative, 8% becomes due and payable, as and when the dividend is declared on the equity shares |



SCHEDULE OF ASSETS

Schedule of Assets of EFL Foods Ltd, the Transferor Company to be transferred to and vested in Midkot Investments Private Limited, Transferee Company as on Appointed Date - closing hours of business of 31st March, 2020

PART - I
(A short description of the Freehold Property of the Transferor Company)
Nil

PART - II
(A short description of the Lease-hold Property of the Transferor Company)
Nil

PART - III
(A Short description of all Fixed Assets, Investment in Shares, Inventory and other chooses in action of the Transferor Company - EFL Foods Ltd)

Schedule of Assets

| Description of Assets | Amount (INR) |
|---------------------------|--------------------|
| Right of use Assets | 2,90,629 |
| Financial Assets | |
| i) Investment | 1,13,69,955 |
| ii) Loans | 16,548 |
| Deferred Tax Assets | 3,180 |
| Cash and Cash equivalents | 4,94,520 |
| Other Current Assets | 58,376 |
| Total | 1,22,33,208 |

PAN:- AAABCE0982F
TAN:- CALE00338C
GST:- NA

Investments as at 31.03.2020

Annexure-I

| Particulars | Face Value | No. of Share | Value |
|---|------------|--------------|-------------|
| Non-Current (Unquoted) | | | |
| Investments in Equity Instruments In Subsidiaries | | | |
| Medal Chemical & Research Works Limited | 10 | 58,010 | 2,80,801 |
| Ramshtila Enterprises Private Limited | 10 | 11,06,150 | 1,10,89,154 |
| | | 11,34,160 | 1,13,69,955 |



Loans as at 31.03.2020

| Sl. No | Accounts Heads | Description | Amount (Rs.) |
|--------|------------------|---|---------------|
| 1 | Security Deposit | Against office rent payment to Emami Group of companies Private Limited | 16,548 |
| | Total | | 16,548 |

Annexure - 2

Cash and Cash equivalents as at 31.03.2020

| Sl. No | Particulars | Amount (Rs.) |
|--------|--|-----------------|
| 1 | Cash in Hand | 14,338 |
| 2 | Balances with Bank | 4,80,182 |
| | Name of Bank | |
| | Account No. | |
| | Branch | |
| | 15, Portugues Church Street, New Howrah Bridge Appro Road, Kolkata - 700 001 | |
| | Total | 4,80,182 |
| | Total of Cash and Cash Equivalent | 4,94,520 |

Other Current Assets as at 31-03-2020

| Sl. No | Accounts Heads | Description | Amount (Rs.) |
|--------|--------------------|---|---------------|
| 1 | Advance Income Tax | TDS AY 2011-12 | 4,434 |
| 2 | Other Advances | Excess payment of TDS u/s 194A for FY 19-20 | 44,579 |
| 3 | Prepaid Rent | | 9,363 |
| | Total | | 58,376 |

Annexure - 4

SCHEDULE OF ASSETS

Schedule of Assets of Emami Capital Markets Limited, the Transferor Company to be transferred to and vested in Midkot Investments Private Limited, Transferee Company as on Appointed Date - closing hours of business of 31st March, 2020

PART - I

(A short description of the Freehold Property of the Transferor Company)

| Particulars | Area | Amount | Details of Land |
|-------------------------|------------|-----------|------------------|
| Land at Madurai address | 59.66 Acre | 10,86,392 | See note I Below |

Note I - Details of Madurai Land

| Registration District | Sub-Registration District | Village | Land Type | Survey No. | ACRE |
|-----------------------|---------------------------|-------------------|-----------|-----------------|------|
| Thoothukudi | Vilathikulam | Kandasamyapuram | Punja | 268/1 & 268/3 | 6.50 |
| Thoothukudi | Vilathikulam | Kandasamyapuram | Punja | 254/3 | 3.54 |
| Thoothukudi | Vilathikulam | Kandasamyapuram | Punja | 261/4 | 1.77 |
| Thoothukudi | Vilathikulam | Kandasamyapuram | Punja | 263/1A | 1.30 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 197/1 | 2.42 |
| Thoothukudi | Vilathikulam | Kandasamyapuram | Punja | 250/3A & 250/3B | 1.50 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 270/1D | 1.00 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 249/2C | 2.15 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 252/1A | 0.98 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 192/1 | 2.03 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 195/2 | 6.59 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 105/2 | 1.49 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 105/3 | 1.52 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 141/1A | 0.67 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 214/2E | 0.48 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 102 | 1.28 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 12/2C | 0.21 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 53/4A | 0.94 |



| | | | | | |
|-------------|--------------|-------------------|-------|--------|-------|
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 174/1D | 1.78 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 174/2D | 1.83 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 252/1B | 0.91 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 261/6B | 0.68 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 216/4B | 2.95 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 262/1A | 4.67 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 167/3 | 2.15 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 180/1B | 0.51 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 180/2 | 1.06 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 156/1B | 4.16 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 145/3 | 0.74 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 232/1B | 1.51 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 203/1B | 0.17 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 203/5B | 0.17 |
| | | | | | 59.66 |

PART - II
(A short description of the Lease-hold Property of the Transferor Company)
Nil

PART - III
(A Short description of all Fixed Assets, Investment in Shares, Inventory and other chooses in action of the Transferor Company - Emami Capital Markets Limited)
Schedule of Assets

| Description of Assets | Amount (INR) |
|-----------------------------|--------------|
| Non-Current Investment | 12,40,19,299 |
| Property, Plant & Machinery | 10,93,010 |
| Long Term Loans & Advances | 7,86,886 |



| | |
|------------------------------|----------------|
| Trade Receivables | 2,12,662 |
| Cash and Cash equivalents | 46,48,003 |
| Short terms Loans & Advances | 2,45,37,97,679 |
| Other Current Assets | 5,65,72,610 |
| Total | 2,65,76,71,849 |

PAN:- AABCE2354D
TAN:- CALE01183A
GST:- 19AABCE2354D1ZZ

Non Current Investments as at 31.03.2020

| Particulars | Face Value | No. of Share | Value (Rs) |
|--|------------|--------------|--------------|
| Non -Trade Investments(Valued at cost unless stated otherwise) | | | |
| Quoted Equity Shares (Fully Paid Up) | | | |
| Emami Realty Limited. | 2 | 452 | 2,349 |
| Deevee Commercials Limited | 10 | 5,84,450 | 58,59,112 |
| Emami Limited | 1 | 84,000 | 29,573 |
| Total | A | | 58,91,034 |
| Unquoted Equity Shares (Fully Paid Up) | | | |
| AMRI Hospitals Limited | 10 | 45,80,820 | 2,95,99,293 |
| Medal Chemical & Research Works Limited | 10 | 2,000 | 20,050 |
| TMT Viniyogam Limited | 10 | 1,10,000 | 2,81,903 |
| Pan Emami Cosmed Limited | 10 | 4,26,400 | 43,00,473 |
| New Age Writing Instruments Limited | 10 | 4,500 | 90,225 |
| M.Bhattacharya & Co Pvt Ltd | 500 | 109 | 36,08,960 |
| Namo Edu Infrastructures Private Limited | 10 | 26,31,579 | 2,81,95,489 |
| Total | B | | 6,60,96,393 |
| Unquoted Preference Shares (Fully Paid Up) | | | |
| Karan Business Private Limited | 10 | 40,000 | 4,01,000 |
| Sneha Enclave Private Limited | 100 | 7,920 | 1,58,796 |
| Sneha Gardens Private Limited | 100 | 14,420 | 2,89,121 |
| Zen Business Private Limited | 10 | 2,15,000 | 4,31,075 |
| Namo Edu Infrastructures Private Limited | 10 | 47,56,842 | 5,07,51,880 |
| Total | C | | 5,20,31,872 |
| Aggregate Investments | A+B+C | | 12,40,19,299 |

Annexure-I



| Property, Plant & Equipment as on 31.03.2020 | | | | Annexure 2 | |
|--|------------|------------------|-----------------|------------------|-----------------|
| Particulars | Area | Gross Block | Depreciation | Net Block | Details of Land |
| Computer | NA | 1,32,369 | 1,25,751 | 6,618 | |
| Land at Madurai | 59.66 acre | 10,86,392 | - | 10,86,392 | See Part I |
| Total | | 12,18,761 | 1,25,751 | 10,93,010 | |

| Long Term Loans & Advances | | | Annexure -3 | |
|----------------------------|------------------|---|-------------|--------------------|
| Sl No. | Particulars | Description | Amount(Rs.) | Amount(Rs.) |
| 1 | Prepaid Expenses | Axis Finance-Processing fees | 1,68,67,957 | |
| | | Axis Finance-Processing fee | 2,44,724 | |
| | | JP Morgan-NCD arrangement fees | 1,45,055 | |
| | | | 1,72,57,736 | |
| 2 | Security Deposit | Deposit against Rent (Emami Group of Companies Pvt Ltd) | 52,000 | |
| | | Deposit to NSDL | 10,000 | |
| 3 | Capital Advances | Advance for expenditure against Madurai Land | 8,850 | |
| | Total | | | 1,73,28,586 |

| Trade Receivables (towards Commission charges) as on 31.03.2020 | | Annexure - 4 | |
|---|-----------------|--------------|-------------|
| Particulars | Amount(Rs.) | Amount(Rs.) | Amount(Rs.) |
| AMRI Hospitals Limited | 1,55,845 | | |
| Emami Cement Limited | 56,817 | | |
| Total | 2,12,662 | | |

Cash and Cash equivalents as at 31.03.2020

| Cash and Cash equivalents as at 31.03.2020 | | | | Annexure 5 | |
|--|--------------------|-------------|-----------------|---|-------------|
| Sl. No | Particulars | Account No. | Branch | Amount(Rs.) | Amount(Rs.) |
| 1 | Cash in Hand | | | 23,159 | |
| 2 | Balances with Bank | | | | |
| | | AXIS BANK | 253010200008402 | Ground Floor, The Chamber, 1865, Rajdanga Main Road, Kolkata - 700107 | 7,66,264 |
| | | | | | |

| Short terms Loans & Advances | | | | Annexure 6 | |
|--|-----------------|-----------------------|--|---------------|------------------|
| A. Loan Given O/S | | | | | |
| i) Standard Assets | | | | | |
| Name of the Borrower | Related Parties | Amount | | | |
| EFL Foods Limited | | 1,43,00,000 | | | |
| Emami Constructions Private Limited | | 64,00,000 | | | |
| Emami Paper Mills Limited | | 70,50,00,000 | | | |
| AMRI Hospitals Limited | | 12,60,00,000 | | | |
| New Way Constructions Limited | | 1,30,00,000 | | | |
| Bengal Emami Housing Limited | | 24,77,00,000 | | | |
| Emami Realty Limited | | 10,00,00,000 | | | |
| Emami Cement Limited | | 50,00,000 | | | |
| Total | | 1,21,74,00,000 | | | |
| Other than Related Parties | | | | Amount | Amount |
| Name of the Borrower | | | | (Rs) | |
| Anamika Kalam Sangam Trust | | | | 1,25,00,000 | |
| Rameshwara Developers LLP | | | | 10,00,00,000 | |
| RTL Logistics Limited | | | | 8,50,00,000 | |
| Rameshwara Infraspace LLP | | | | 7,70,00,000 | |
| Yashivi Vyapaar & Vitt. Pvt Ltd | | | | 1,97,50,000 | |
| Total Cash and Cash Equivalents | | | | | 46,24,844 |
| | | | | | 46,48,003 |



| | | | |
|-------------------------------|--------------|-------------|--------------|
| Edutel Technologies Pvt Ltd. | 5,00,00,000 | 50,00,000 | 4,50,00,000 |
| ABS Electropilers (I) Pvt Ltd | 1,97,46,178 | 19,74,618 | 1,77,71,560 |
| N. R. Industrial Corporation | 40,00,000 | 4,00,000 | 36,00,000 |
| Total | 75,20,46,178 | 7,52,04,618 | 67,68,41,560 |

iii) Doubtful Assets

| Name of the Borrower | Amount | Provision for Doubtful | Net amount |
|--|-------------|------------------------|----------------|
| Gemini Shares & Stocks Private Limited | 2,00,00,000 | 2,00,00,000 | - |
| Tamita Constructions Ltd. | 15,00,000 | 15,00,000 | - |
| Total | 2,15,00,000 | 2,15,00,000 | - |
| Total Loans Recoverable on Demand ((i)+(ii)-(iii)) = A | | | 2,41,78,05,802 |

B. Advance Income Tax

| Asst Year | Tax Amount |
|---|-------------|
| 2007-2008 | 2,327 |
| 2015-2016 | 18,28,337 |
| 2016-2017 | 883 |
| 2017-2018 | 1,05,691 |
| 2018-2019 | 63,848 |
| 2019-2020 | 51,95,655 |
| 2020-2021 | 31,77,503 |
| Income Tax Refund Receivable AY 2018-19 | 53,93,093 |
| Total | 1,57,67,337 |

C. Prepaid Expenses

| SI No. | Particulars | Description | Amount(Rs.) |
|--------|------------------|---------------------------------------|-------------|
| 1 | Prepaid Expenses | Axis Finance Limited- Processing Fees | 1,02,10,290 |
| | | Axis Finance Limited- Processing Fees | 1,48,133 |
| | | JP Morgan-NCD arrangement fees | 24,06,593 |

| | |
|--------------------------------------|--------------|
| Sunita Impex Pvt Ltd. | 50,00,002 |
| Natural Plast Private Limited | 1,74,45,000 |
| Sneha Home Private Limited | 1,39,55,000 |
| Sri Harsha Vardhan Ruia | 71,12,090 |
| Paradise Agriculture Private Limited | 44,00,000 |
| Archana Promoters & Developers Ltd | 44,10,000 |
| Pacific Health Care Private Limited | 7,30,000 |
| M.Bhattacharyya & Co. Pvt Ltd | 80,00,000 |
| Abhisek Agarwal | 34,27,000 |
| CRI Limited | 25,00,000 |
| Orbit Reality Infrastructure Pvt Ltd | 7,50,000 |
| Enamit Centre for Creativity Pvt Ltd | 20,000 |
| Ideal Dental Lab | 32,50,000 |
| Rosemary Dental N Beauty Studio LLP | 7,15,00,000 |
| Quantum Cultivation Private Limited | 40,00,000 |
| Ideal Dental Care Private Limited | 1,32,00,000 |
| Bellary Investments Private Limited | 35,00,000 |
| SKP Investments Private Limited | 6,00,00,000 |
| Dilip Kr. Poddar | 55,00,000 |
| Pawan Kumar Gupta | 6,15,150 |
| Total | 52,35,64,242 |

ii) Substandard Assets

| Name of the Borrower | Gross Amount (Rs) | Provision for NPA | Net Amount |
|--------------------------------|-------------------|-------------------|--------------|
| Ideal Real Estate Pvt. Ltd. | 50,00,00,000 | 5,00,00,000 | 45,00,00,000 |
| Gumbi Software Private Limited | 17,83,00,000 | 1,83,00,000 | 16,04,70,000 |



| | | |
|--|---------------------------|--------------------|
| | Insurance Premium Charges | 39,921 |
| | Annual Membership Fees | 451 |
| | Total | 1,28,05,388 |

D. Other Advances

| Sl No. | Particulars | Description | Amount (Rs.) |
|--------|------------------------|--------------|--------------|
| | Advance Against Salary | Ranjit Singh | 70,000 |

E. Input Tax Credit of GST

| Sl No. | Particulars | Description | Amount (Rs.) |
|--------|--|-------------|-----------------------|
| | Input Tax Credit of GST | | 73,49,153 |
| | Total Short Term Loans and Advances (A+B+C+D+E) | | 2,45,37,97,679 |

Other Current Assets

| Name of the Company | Gross Interest Receivable (Rs) | Provisioning for NPA | Net Interest Receivable |
|---|--------------------------------|----------------------|-------------------------|
| A. Interest Receivable | | | |
| Ideal Real Estate Pvt. Ltd. | 9,15,75,000 | 9,15,75,000 | - |
| Gumbi Software Private Limited | 2,64,77,550 | 2,64,77,550 | - |
| AMRI Hospitals Limited | 29,27,581 | - | 29,27,581 |
| Anamika Kailam Sangam Trust | 3,14,823 | - | 3,14,823 |
| Rameshwara Developers LLP | 63,21,224 | - | 63,21,224 |
| RTL Logistics Limited | 53,72,382 | - | 53,72,382 |
| Edutek Technologies Pvt. Ltd. | 74,25,000 | 74,25,000 | - |
| Rameshwara Infraspace LLP | 48,62,154 | - | 48,62,154 |
| Gemini Shares & Stocks Private Limited | 54,85,595 | - | 54,85,595 |
| Yashshvi Vyapaar & Vitr. Pvt. Ltd | 15,82,198 | - | 15,82,198 |
| Sunita Impex Pvt. Ltd. | 1,86,475 | - | 1,86,475 |
| Natural Plast Private Limited | 12,21,150 | - | 12,21,150 |
| Sheeta Home Private Limited | 8,79,166 | - | 8,79,166 |
| EFL Foods Limited | 3,28,770 | - | 3,28,770 |
| Sri Harsha Vardhan Ruia | 1,51,569 | - | 1,51,569 |
| Medal Chemical & research Works Limited | 7,79,015 | - | 7,79,015 |
| Polbit Vincom Pvt. Ltd. | 7,987 | - | 7,987 |
| Eveningstar Vinitay Pvt. Ltd. | 7,466 | - | 7,466 |
| N. R. Industrial Corporation | 5,51,858 | 5,51,858 | - |
| Paradise Agriculture Private Limited | 3,11,182 | - | 3,11,182 |
| Archana Promoters & Developers Ltd | 1,41,051 | - | 1,41,051 |

Annexure - 7

| | | | |
|---|--------------|--|---------------------|
| Pacific Health Care Private Limited | 24,502 | | 24,502 |
| Sheha Nilekan Private Limited | 4,81,681 | | 4,81,681 |
| M. Bhattacharyya & Co. Pvt Ltd | 2,58,580 | | 2,58,580 |
| Emami Constructions Private Limited | 4,54,589 | | 4,54,589 |
| Ablisek Agarwal CRJ Limited | 2,42,926 | | 2,42,926 |
| Orbit Home Pvt. Ltd. | 67,131 | | 67,131 |
| Orbit Realty Infrastructure Pvt Ltd | 18,610 | | 18,610 |
| Emami Centre for Creativity Pvt Ltd | 53,999 | | 53,999 |
| Ideal Dental Lab | 55,399 | | 55,399 |
| Rosemary Dental N Beauty Studio LLP | 2,04,750 | | 2,04,750 |
| | 55,41,250 | | 55,41,250 |
| Quantum Cultivation Private Limited | 3,04,499 | | 3,04,499 |
| New Way Constructions Limited | 2,90,573 | | 2,90,573 |
| Bengal Emami Housing Limited | 77,56,936 | | 77,56,936 |
| Ideal Dental Care Private Limited | 8,88,495 | | 8,88,495 |
| Emami Cement Limited | 1,86,475 | | 1,86,475 |
| Bellary Investments Private Limited | 1,30,533 | | 1,30,533 |
| Emami Realty Limited | 2,21,845 | | 2,21,845 |
| SKP Investments Private Limited | 26,43,935 | | 26,43,935 |
| Emami Paper Mills Limited | 62,31,148 | | 62,31,148 |
| Premier Ferro Alloys & Securities Limited | 97,377 | | 97,377 |
| | 2,254 | | 2,254 |
| Dilip Kr. Poddar | 46,136 | | 46,136 |
| Pawan Kumar Gupta | 18,31,12,819 | | 18,31,12,819 |
| Total | | | 13,15,15,003 |
| B. Other Receivable | | | |
| Pyrite Power Limited | | | 49,74,794 |
| Total | | | 5,65,72,610 |

SCHEDULE OF ASSETS

Schedule of Assets of Karun Business Private Limited, the Transferor Company to be transferred to and vested in Midkot Investments Private Limited, Transferee Company as on Appointed Date - closing hours of business of 31st March, 2020

PART - I

(A short description of the Freehold Property of the Transferor Company) Land at Madurai, Tamil Nadu

| Particulars | Area | Amount | Details of Land |
|-----------------|------------|------------------|------------------|
| Land at Madurai | 59.90 acre | 19,68,341 | See note 1 Below |
| Total | | 19,68,341 | |



Note 1 - Details of Land at Madurai

| Registration District | Sub-Registration District | Village | Land Type | Survey No. | ACRE |
|-----------------------|---------------------------|-------------------------|-----------|------------|-------|
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 9/14A | 1.74 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 199/1 | 2.89 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 180/2 | 1.80 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 08/2 | 1.12 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 171/3 | 2.06 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 175/4A | 0.68 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 105/1A | 3.17 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 13/4B | 0.97 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 144/1B2 | 9.20 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 155/1 | 1.95 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 22/2A | 4.15 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 242/3 | 0.84 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 38/3B | 0.67 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 30/1B | 0.97 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 54/2 | 1.60 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 55/2 | 2.70 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 63/4 | 0.70 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 63/5 | 1.64 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 199/1 | 3.01 |
| Ramanathapuram | Sayalkudi | T. Valashubramaniapuram | Punja | 199/1 | 2.89 |
| Ramanathapuram | Kamatthi | T. Kumarapuram | Punja | 392/2 | 8.19 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 185/1D | 0.46 |
| Thoothukudi | Vilathikulam | P. Jagaveerapuram | Punja | 185/3D | 0.83 |
| Thoothukudi | Vilathikulam | Kandasamyapuram | Punja | 151/4B | 0.95 |
| Thoothukudi | Vilathikulam | Kandasamyapuram | Punja | 271/B | 0.75 |
| Thoothukudi | Vilathikulam | Kandasamyapuram | Punja | 249/1A1 | 0.27 |
| Thoothukudi | Vilathikulam | Kandasamyapuram | Punja | 249/1A2 | 2.63 |
| Thoothukudi | Vilathikulam | Kandasamyapuram | Punja | 257/3A | 1.07 |
| | | | | | 59.90 |

(A short description of the Lease-hold Property of the Transferor Company)

PART - II

NH

PART - III



12

(A Short description of all Fixed Assets, Investment in Shares, Inventory and other chooses in action of the Transferor Company - Karan Business Private Limited)

Schedule of Assets

| Description of Assets | Amount (INR) |
|-----------------------------|--------------|
| Non-Current Investment | 77,77,079 |
| Property, Plant & Machinery | 19,68,341 |
| Long Term Loans & Advances | 32,120 |
| Cash and Cash equivalents | 1,89,711 |
| | 99,67,251 |

PAN:- AABCK9055B
TAN:- CALK03365F
GST:- NA

Non-Current Investments as at 31.03.2020

| Particulars | Face Value | No. of Share | Value (Rs) |
|--|------------|--------------|------------|
| Annexure-1 | | | |
| Quoted Equity Shares (Fully Paid up) | | | |
| Enami Frank Ross Limited | 10 | 3,50,800 | 17,54,000 |
| Deevee Commercial Limited | 10 | 5,85,145 | 58,66,079 |
| Total | A | | 76,20,079 |
| Unquoted Equity Shares (Fully Paid up) | | | |
| EFL Foods Limited | 10 | 40,000 | 1,21,200 |
| DTL Asiana Private Limited | 10 | 1,980 | 19,800 |
| Shopper City Maintenance Co. Private Limited | 1 | 16,000 | 16,000 |
| Total | B | 57,980 | 1,57,000 |
| Grand Total | A+B | | 77,77,079 |

Long Term Loans & Advances as at 31-03-2020 Annexure 2

| S/No. | Particulars | Description | Amount(Rs.) |
|-------|------------------|---|-------------|
| 1 | Security Deposit | Against office Rent payment to Enami Group of companies Private Limited for 2nd floor | 26,000 |
| 2 | Capital Advances | Advance against Madurai Land | 6120 |
| | Total | | 32,120 |



13

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Cash and Cash equivalents as at 31.03.2020

| Sl. No | Particulars | Account No. | Branch | Amount (Rs.) |
|--------|--------------------------------|---------------------------------------|---|--------------|
| 1 | Cash in Hand | | | 42,449 |
| 2 | Balances with Bank | | | |
| | | A.XIS BANK (253010200008464) | Kasba, Kolkata 700107 | 32,656 |
| | | Kotak Mahindra Bank (032320100001176) | Ground Floor, 2 Brabourne Road Kolkata 700001 | 1,14,606 |
| | Total | | | 1,47,262 |
| | Total Cash and Cash Equivalent | | | 1,89,711 |

SCHEDULE OF ASSETS

Schedule of Assets of Metal Chemical & Research Works Limited., the Transferor Company to be transferred to and vested in Midkot Investments Private Limited, Transferee Company as on Appointed Date - closing hours of business of 31st March, 2020.

(A short description of the Freehold Property of the Transferor Company)
Land at Madurai, Tamil Nadu

| Particulars | Area | Net Block | Details of Land |
|-----------------|------------|-----------|------------------|
| Land at Madurai | 59.99 acre | 17,91,538 | See note I Below |
| Total | | 17,91,538 | |

Note I - Details of Land at Madurai

| Registration District | Sub-Registration District | Village | Land Type | Survey No. | ACRE |
|-----------------------|---------------------------|------------------------|-----------|------------|------|
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 48/1 | 3.1 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 221/3 | 6.79 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 41/1A | 0.67 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 91/2 | 1.7 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 51/2 | 1.24 |

| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 51/4C | 0.16 |
|----------------|-----------|------------------------|-------|--------|-------|
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 51/4E | 0.61 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 8/1B | 0.43 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 180/1A | 0.94 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 40/5 | 3.1 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 66/2 | 1.19 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 46/2B | 0.47 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 46/3 | 2.19 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 57/5B | 0.68 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 32/2A | 1 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 44/1 | 2.7 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 4 | 5 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 53/1B | 2.25 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 56/3 | 1.88 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 136/2 | 1.68 |
| Ramanathapuram | Perunazhi | Thimmanathapuram | Punja | 58/2B | 0.82 |
| Ramanathapuram | Perunazhi | Thimmanathapuram | Punja | 58/2C | 0.75 |
| Ramanathapuram | Perunazhi | Thimmanathapuram | Punja | 100/2B | 1.48 |
| Ramanathapuram | Perunazhi | Thimmanathapuram | Punja | 101/2 | 1.65 |
| Ramanathapuram | Perunazhi | Thimmanathapuram | Punja | 129/2B | 2.31 |
| Ramanathapuram | Perunazhi | P. Muthuramalingapuram | Punja | 05-Jan | 2.79 |
| Ramanathapuram | Perunazhi | P. Muthuramalingapuram | Punja | 80/3 | 3.43 |
| Ramanathapuram | Perunazhi | P. Muthuramalingapuram | Punja | 06-Jun | 3.24 |
| Ramanathapuram | Perunazhi | Thimmanathapuram | Punja | 31-Mar | 0.35 |
| Ramanathapuram | Perunazhi | Thimmanathapuram | Punja | 38/5 | 1.3 |
| Ramanathapuram | Perunazhi | T.Valashubramaniapuram | Punja | 88/1 | 4.09 |
| | | | | | 59.99 |



Note 1 - Details of Land at Madurai

| District | Sub Registration District | VILLAGE | Land Type | SF.NO. | ACRE |
|----------------|---------------------------|-----------------------|-----------|--------|-------|
| Ramanathapuram | Perunazhi | P.Muthuramalingapuram | Punjia | 390-1A | 2.28 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | Punjia | 204-7C | 0.52 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | Punjia | 5-4 | 3.80 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | Punjia | 7-3 | 0.64 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | Punjia | 139-1 | 1.54 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | Punjia | 144-2A | 0.98 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | Punjia | 58-4 | 1.36 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | Punjia | 130-1 | 1.08 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | Punjia | .229 | 3.60 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | Punjia | 134-9 | 0.60 |
| Ramanathapuram | Perunazhi | P.Muthuramalingapuram | Punjia | 1-3 | 1.33 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | Punjia | 33-1B | 0.65 |
| Tuticorin | Vilathikulam | Kandaswamyapuram | Punjia | 255-2 | 3.40 |
| Tuticorin | Vilathikulam | Kandaswamyapuram | Punjia | 264-1 | 2.16 |
| Tuticorin | Vilathikulam | Kandaswamyapuram | Punjia | 273-1B | 1.30 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 242-2B | 0.49 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 242-3 | 2.31 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 193-2B | 2.07 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 145-1C | 2.82 |
| Tuticorin | Vilathikulam | Kandaswamyapuram | Punjia | 263-1C | 0.00 |
| Tuticorin | Vilathikulam | Kandaswamyapuram | Punjia | 266-1 | 0.00 |
| Tuticorin | Vilathikulam | Kandaswamyapuram | Punjia | 266-4 | 3.49 |
| Tuticorin | Vilathikulam | Kandaswamyapuram | Punjia | 266-2 | 0.00 |
| Tuticorin | Vilathikulam | Kandaswamyapuram | Punjia | 266-5 | 2.14 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 198-2 | 4.75 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 199-1 | 3.56 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 249-2B | 1.04 |
| Tuticorin | Vilathikulam | Kandaswamyapuram | Punjia | 262-1B | 1.57 |
| Tuticorin | Vilathikulam | Kandaswamyapuram | Punjia | 150-2 | 1.67 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 219-2B | 0.88 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 222-1 | 4.52 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 197-2A | 0.49 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 203-1C | 0.17 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 203-5C | 0.15 |
| Tuticorin | Vilathikulam | P.Jegaveerapuram | Punjia | 213-5 | 1.96 |
| | | | | | 59.52 |

PART - II
(A short description of the Lease-hold Property of the Transferor Company)

Nil

PART - III
(A Short description of all Fixed Assets, Investment in Shares, Inventory and other chooses in action of the Transferor Company - New Way Constructions Ltd)

Schedule of Assets

| Description of Assets | Amount (INR) |
|------------------------------|--------------|
| Non-Current Investment | 41,93,74,646 |
| Property, Plant & Machinery | 14,13,315 |
| Long Term Loans & Advances | 1,52,800 |
| Inventories | 5,92,10,371 |
| Trade Receivables | 1,20,961 |
| Cash and Cash equivalents | 14,17,017 |
| Short terms Loans & Advances | 38,30,25,535 |
| Other Current Assets | 20,39,330 |
| Total | 86,67,53,975 |

PAN:- AABCN2822P
TAN:- CALN04389A
GST:- 19AABCN2822P1Z4

Details of Non Current Investments as on 31.03.2020

| Particulars | Face Value | No. of Share | Value |
|---|------------|--------------|-------------|
| Non-Trade Investments (Valued at cost unless stated otherwise) | | | |
| Quoted Equity Shares | | | |
| Deevee Commercials Limited | 10 | 5,57,000 | 56,83,930 |
| Khaitan Electricals Limited | | | |
| Unitech Limited | 10 | 2,48,267 | 18,59,520 |
| HGI Industries Limited | | | |
| Total | | 2,00,000 | 2,32,000 |
| | | 10 | 7,086 |
| | | A | 10,12,353 |
| Unquoted Equity Shares | | | |
| AMTRI Hospitals Limited | 10 | 26,05,000 | 1,10,50,000 |



| | | | |
|---|----------------|------------------|---------------------|
| Archana Promoters & Developers Pvt Ltd | 10 | 9,000 | 90,225 |
| Deluxe Builders & Promoters Ltd | 10 | 33,000 | 3,96,990 |
| Sundew Finance Private Limited | 10 | 2,91,724 | 1,03,91,038 |
| Enami Agrotech Limited | 10 | 16,88,000 | 11,82,91,860 |
| Emita Limited | 10 | 8,300 | 83,210 |
| Essel Mining & Industries Limited | 10 | 1 | 2,64,065 |
| Indian Seamless Enterprises Limited | 10 | 1,00,223 | 58,77,077 |
| Partly paid Up | | | |
| Kosmos Healthcare Pvt Ltd | 10 | 1,00,223 | 50,11,150 |
| Krodia International Limited | 10 | 32,000 | 96,240 |
| Mayee Disha Communication Pvt Ltd | 10 | 1,000 | 10,000 |
| New Age Writing Instruments Pvt Ltd | 10 | 18,000 | 4,69,170 |
| Nano Edu Infrastructures Pvt Ltd | 10 | 10,169 | 5,09,721 |
| Total | B | 26,31,379 | 2,81,95,489 |
| | | | 18,07,36,235 |
| Compulsorily Convertible Debentures - Unquoted | | | |
| AMRI Hospitals Limited - C | 10000000 | 100 | 10,00,00,000 |
| Preference Shares - Unquoted | | | |
| Enami Paper Mills Limited | 400 | 1,25,000 | 5,00,00,000 |
| Sreha Enclave Private Limited | 100 | 1,000 | 1,00,250 |
| YSG Cabs and Logistics Private Limited | 10 | 87,391 | 2,99,99,918 |
| Namo Edu Infrastructures Pvt Ltd | 10 | 47,36,842 | 5,07,51,880 |
| Total | D | | 13,08,52,048 |
| Total | A+B+C+D | | 41,93,74,646 |

Long Term Loans & Advances as on 31st March 2020

| Sl No. | Account Head | Description | Annexure-2 Amount |
|--------|---------------------|---|-------------------|
| 1 | Capital Advances | Advance against expenses of Madurai Land | 10,800 |
| | | Sub Total | 10,800 |
| 2 | Advances & Deposits | Against office Rent payment Maintenance & Other Security Deposit for 2nd floor to Enami Group of companies. Deposit to NSDL | 52,000 |
| | | Sub Total | 90,000 |
| | | Grand Total | 1,42,800 |
| | | | 1,52,800 |

Inventories as on 31st March 2020 Annexure-3

| | | | |
|---|--|-----------|--------------------|
| A) Shares (Held in DP Orteam) | | | |
| Polo Queen | | 33,50,000 | 4,70,67,500 |
| Usher Agro | | 3,39,000 | 4,30,530 |
| Total (A) | | | 4,74,98,030 |
| B) Shares (Held in PMS Unifi Capital) | | | |
| Aarti Drugs Limited | | 2,774 | 14,03,089 |
| APL Appollo Tubes Limited | | 745 | 9,28,605 |
| Garwarre Wallropes Limited(Garware Technical Fibre) | | 1,275 | 11,34,157 |
| Himadri Speciality Chemicals Limited | | 15,128 | 4,47,032 |
| Intellect Design Arena Limited | | 6,750 | 3,69,225 |
| Navin Flourin International Ltd | | 1,479 | 9,84,728 |
| Mold Take Packaging Limited | | 3,225 | 5,58,893 |
| Petronet Lng Limited | | 5,725 | 11,44,141 |
| Mahindra CIE Automotive Limited | | 1,850 | 1,28,298 |
| Muthoot Finance Limited | | 600 | 3,45,818 |
| SBI Life Insurance Company Limited | | 600 | 3,67,634 |
| KEC International Limited | | 3,400 | 6,30,700 |
| Salasar Techno Engineering Limited | | 402 | 31,316 |
| TCI Express Limited | | 1,829 | 10,02,841 |
| Crompton | | 3,900 | 8,13,930 |
| JB Chemicals & Pharma | | 804 | 3,09,917 |
| GMR Infra | | 8,150 | 1,32,438 |
| ISEC Limited | | 3,533 | 9,78,994 |
| Total (B) | | | 1,17,11,755 |
| Accuracap Consultancy Services Pvt Ltd PMS | | | |



| | | |
|--|-----------|-------------|
| Reliance ETF Liquied Bees (Mutual Fund) | | 586 |
| Total (C) | 1 | 586 |
| Total (A+B+C) | 37,51,170 | 5,92,10,371 |

Trade Receivables as on 31.03.2020 Annexure 4

| Name of the Debtors | Amount(Rs.) |
|---|-------------|
| AMRI Hospitals Limited (towards Commission charges) | 1,03,028 |
| Edelweiss Mully Strategy Fund | 17,933 |
| Total | 1,20,961 |

Cash and Cash equivalents as at 31.03.2020 Annexure 5

| Sl. No. | Particulars | Account No. | Branch | Amount(Rs.) |
|---------|---------------------|-----------------|---|-------------|
| 1 | Cash in Hand | | | 42,519 |
| 2 | Balances with Bank | | | |
| | Axis Bank | 910020008686862 | Ground Floor, The Chamber, 1865, Rajdanga Main Road, Kolkata - 700107 | 1,38,857 |
| | ICICI Bank | 000603022742 | Rasoi Court, 20, Sir R.N.Mukerjee Road, Kolkata - 700 001 | 5,37,447 |
| | Kotak Mahindra Bank | 03232010001331 | Ground Floor, 2 Brabourne Road, Kolkata - 700 001 | 29,173 |
| | HDFC Bank | 50200028248628 | (Sanctum PMS) Fort - Nanik Motwani Marg, Fort, Mumbai - 400 001 | 1,000 |
| | HDFC Bank Ltd. | 502000023054721 | (TPO A/C with JMFI) Ground Floor, Jehangir Building, M.G.Road, Fort, Mumbai - 400 001 | 100 |
| | HDFC Bank Ltd | 502000025622434 | (PMS A/C with Unifi Capital) | 6,67,374 |



| | | | |
|-----------------------------------|--------------|--|-----------|
| IndusInd Bank | 602001857761 | Savitri Towers, 3A, Upper Wood Street, Kolkata, West Bengal 700016 | 547 |
| Total | | | 13,74,498 |
| Total of Cash and Cash Equivalent | | | 141,7,017 |

Short terms Loans & Advances as on 31.03.2020 Annexure 6

a) Loans recoverable on demand

| Sl. No. | Particulars | Gross Amount | Provision for NPA | Net Amount |
|---------|---|--------------|-------------------|--------------|
| 1) | Loans recoverable on demand | | | |
| | Unsecured, Considered Good | | | |
| | Other than related parties | | | |
| | Ideal Dental Lab | | | 82,50,000 |
| | Clair Aesthetic Private Limited | | | 52,00,000 |
| | Rosemary Dental N Beauty Studio Pvt Ltd | | | 1,39,00,000 |
| | Substandard Assets | | | |
| | i) Related Party | | | |
| | Bodies Corporates | | | |
| | Ideal Dental Care Pvt Ltd | 6,44,25,000 | 64,42,500 | 5,79,82,500 |
| | ii) Other Than Related Parties | | | |
| | Gumbi Software Private Limited | 18,49,00,000 | 1,84,90,000 | 16,64,10,000 |
| | Edutel technologies Limited | 13,35,00,000 | 1,33,50,000 | 12,01,50,000 |
| | Doubtful Assets | | | |
| | Other than related party | | | |
| | Parakh Aluminex Limited | 1,20,00,000 | 1,20,00,000 | Nil |
| | Total Loans recoverable on demand | | | 37,18,92,500 |



| Sl No | Particulars | Gross Amount | Provision form NPA | Net Amount |
|-------|---|--------------|--------------------|---------------------|
| 1) | Interest Receivable as on 31st March 2020 | | | |
| | Orbit Homes Pvt Ltd | | | 29,230 |
| | Ideal Dental Lab | | | 5,77,600 |
| | Clair Aesthetic Private Limited | | | 3,90,000 |
| | Rosemary Dental N Beauty Studio Pvt Ltd | | | 10,42,500 |
| | Parekh Aluminex Limited | 46,71,123 | 46,71,123 | Nil |
| | Total | | | 38,30,25,535 |

Other Current Assets as on 31st March

Annexure 7

| Sl No | Particulars | Gross Amount | Provision form NPA | Net Amount |
|-------|---|--------------------|--------------------|---------------------|
| 2 | Advance Income Tax | | | |
| | AY | | | |
| | 2013-2014 | 98,468 | | |
| | 2014-2015 | 6,37,734 | | |
| | 2015-2016 | 17,63,790 | | |
| | 2016-2017 | 2,22,222 | | |
| | 2018-2019 | 739 | | |
| | 2019-2020 | 12,64,837 | | |
| | 2020-2021 | 2,28,623 | | |
| | Income Tax Refundable AY 2018-19 | 53,53,198 | | |
| | Total | 95,89,611 | | 437 |
| 3 | Prepaid Expenses (Short Term) | | | |
| | CRIF High Mark Credit Information Private Limited (Annual Membership Fees) | | | 4,000 |
| 4 | Advance against Expenses | | | |
| | Riki Gupta (Rs. 3,000) and Rinuparna Ghosh (Rs. 1,000) | | | 15,38,987 |
| 5 | Input Tax Credit - GST | | | |
| | GST Input Credit | | | |
| | Total | (1+2+3+4+5) | | 38,30,25,535 |



| | | | |
|--------------------------------|-------------|-------------|-------------------|
| Gumbi Software Private Limited | 2,75,51,488 | 2,75,51,488 | Nil |
| Edutech technologies Limited | 1,73,92,602 | 1,73,92,602 | Nil |
| Total | | | 20,39,3,30 |

SCHEDULE OF ASSETS

Schedule of Assets of Pan Emami Cosmed Limited, the Transferor. Company to be transferred to and vested in Midkot Investments Private Limited, Transferee Company as on Appointed Date - closing hours of business of 31st March, 2020

PART - 1

(A short description of the Freehold Property of the Transferor Company)

| Sl No. | Name of the Property & Land | Area/ Other details | Gross Value | Depreciation up to 31.03.2019 | Net Block | P Property Reference |
|--------|-----------------------------|---------------------|--------------------|-------------------------------|--------------------|--|
| 1 | Land at Madhurai | 55.50 acre | 18,81,310 | | 18,81,310 | See Note 1 Below |
| 2 | Land at Jhansi | 27.41 acre | 49,39,869 | | 49,39,869 | See Note 2 below |
| 3 | Golden Chambers - Mumbai | 1575 Sq Ft. | 35,85,084 | 10,86,911 | 24,98,174 | Office no 501, 5th Floor, Golden Chamber, New Link Road, Andheri (W), Mumbai - 400 053 |
| 4 | Urbana Flat - Kolkata | 1982 Sq ft | 1,05,84,907 | 6,45,123 | 99,39,784 | Flat no 3801, 38th Floor, Tower no 7, 783, Anandapur, East, Kolkata Township Projects, Kolkata - 700 107 |
| | Urbana Flat - Kolkata | Furniture & Fixture | 18,55,146 | 2,96,866 | 15,58,280 | |
| | Total | | 2,28,66,316 | 20,28,900 | 2,08,37,417 | |

Note 1 - Details of Madurai Land

| Registration District | Sub-Registration District | Village | Land Type | Survey No. | ACRE |
|-----------------------|---------------------------|-------------------|-----------|------------|------|
| Ramanathapuram | Perunazhi | Thirumanathapuram | Punja | 12/1 | 2.13 |



| Ramanathapuram | Perunazhi | Thimmanathapuram | Punja | 12/2 | 2.00 |
|----------------|-----------|------------------------|-------|--------|--------------|
| Ramanathapuram | Perunazhi | T. Valasubramaniapuram | Punja | 104/1 | 1.50 |
| Ramanathapuram | Perunazhi | T. Valasubramaniapuram | Punja | 247/1A | 1.49 |
| Ramanathapuram | Perunazhi | T. Valasubramaniapuram | Punja | 247/1C | 1.12 |
| Ramanathapuram | Perunazhi | T. Valasubramaniapuram | Punja | 23/3 | 1.28 |
| Ramanathapuram | Perunazhi | T. Valasubramaniapuram | Punja | 169/6A | 1.15 |
| Ramanathapuram | Perunazhi | P. Muthuramalingapuram | Punja | 219/2 | 2.20 |
| Ramanathapuram | Perunazhi | P. Muthuramalingapuram | Punja | 74/3 | 1.45 |
| Ramanathapuram | Perunazhi | M. Thimmanathapuram | Punja | 294/3B | 1.80 |
| Ramanathapuram | Perunazhi | M. Thimmanathapuram | Punja | 290/1A | 5.45 |
| Ramanathapuram | Perunazhi | Thimmanathapuram | Punja | 296/1 | 1.68 |
| Ramanathapuram | Perunazhi | Thimmanathapuram | Punja | 296/2 | 4.24 |
| Ramanathapuram | Perunazhi | Thimmanathapuram | Punja | 290/1A | 7.93 |
| Ramanathapuram | Perunazhi | Thimmanathapuram | Punja | 290/1A | 13.86 |
| Ramanathapuram | Perunazhi | P. Muthuramalingapuram | Punja | 335/1 | 2.78 |
| Ramanathapuram | Perunazhi | P. Muthuramalingapuram | Punja | 382/5A | 2.42 |
| Ramanathapuram | Perunazhi | P. Muthuramalingapuram | Punja | 382/3C | 1.02 |
| | | | | | 55.50 |

Note 2 Details of Jhansi Land

| Sl. No. | Name | Area | Land in Acres | Land No. |
|---------|-------------------|----------|---------------|-----------------|
| 1 | NANNU SINGH | BADANPUR | 0.13 | 771-387 |
| 2 | NARAYAN | BADANPUR | 0.02 | 387 |
| 3 | RAM SEWAK | BADANPUR | 4.17 | 15-16 |
| 4 | AJAB SINGH | BADANPUR | 0.88 | 213-50 |
| 5 | AJAB SINGH | BADANPUR | 0.01 | 411 |
| 6 | KAPOOR SINGH | BADANPUR | 0.22 | 711-712-708-795 |
| 7 | PREM NARAYAN etc. | JHALMAU | 2.05 | 757-758 |



| 8 | JASRATH | BADANPUR | 4.83 | 12-393/1-393/2-385 |
|------------------|--------------------------|----------|--------------|-----------------------------|
| 9 | SMT. PYARU RAJA | BADANPUR | 4.02 | 717-720-719-702-73 |
| 10 | RAM BHAROSI | JHALMAU | 0.54 | 777-742-738-740 |
| 11 | RAM BHAROSI ETC. | JHALMAU | 1.11 | 572-575-625-626-700-723 |
| 12 | NARENDRA | BAJNI | 4.94 | 23/2-25/2 |
| 13 | SANJAY etc. | JHALMAU | 0.51 | 691-692-716-718 |
| 14 | KOSA & TRIVENI | JHALMAU | 0.41 | 775 |
| 15 | MANIRAM OR CHENU | BADANPUR | 0.14 | 683-695-696/96G |
| 16 | CHENU OR MANIRAM | BADANPUR | 0.62 | 684-695-696-697-698-701-696 |
| 17 | BHAJU | JHALMAU | 0.26 | 756 |
| 18 | BABULAL | JHALMAU | 0.79 | 754 |
| 19 | SANJAY & RAJESH | JHALMAU | 0.52 | 773 |
| 20 | RAM BHAROSI & MUNNI DEVI | JHALMAU | 0.49 | 773 |
| 21 | LACHHO & LAXMI | JHALMAU | 0.74 | 783 |
| Total - A | | | 27.41 | |

PART - II
(A short description of the Lease-hold Property of the Transferor Company)

NH

PART - III

(A Short description of all Fixed Assets, Investment in Shares, Inventory and other chooses in action of the Transferor Company - Pan Emami Cosmed Limited)



Schedule of Assets

| Description of Assets | Amount (INR) |
|-----------------------------|-----------------------|
| Non-Current Investment | 44,09,98,450 |
| Property, Plant & Machinery | 1,06,86,795 |
| Long Term Loans & Advances | 58,35,842 |
| Deferred Tax Assets | 22,19,204 |
| Inventories | 24,73,67,511 |
| Trade Receivables | 9,55,814 |
| Cash and Cash equivalents | 16,05,563 |
| Short term Loans & Advances | 54,04,83,726 |
| Other Current Assets | 13,34,527 |
| Total | 1,25,15,07,432 |

PAN:- AABCP5150G
 TAN:- CALP03432C
 GST:- 19AABCP5150G1Z1

Non-Current Investment as at 31-03-2020 Annexure I

| SL No | Particulars | Face Value | No. of Share | Value |
|-------|--|------------|--------------|--------------------|
| 1 | Investment in Property | | | |
| | Golden Chambers - Mumbai | | | 24,98,174 |
| | Urbana Flat - Kolkata | | | 99,39,784 |
| | Urbana Flat - Kolkata | | | 15,58,280 |
| | Sub Total | | | 1,39,96,237 |
| 2 | Non-Trade Investments | | | |
| | Quoted Equity Shares (Fully Paid Up) | | | |
| | Enami Frank Ross Limited | 10 | 52,500 | 52,50,000 |
| | Enami Realty Limited | 2 | 388 | 4,277 |
| | Sub Total | | | 52,54,277 |
| 3 | Unquoted Equity Shares (Fully Paid Up) | | | |
| | AMRI Hospitals Limited | 10 | 66,26,600 | 9,01,53,381 |
| | Archana Promoters & Developers Private Limited | 10 | 3,000 | 30,075 |
| | Clair Aesthetic Private Limited | 10 | 95,000 | 9,50,000 |
| | Deluxe Builders & Promoters Limited | 10 | 17,500 | 2,10,525 |
| | BFL Foods Limited | 10 | 1,24,050 | 7,79,048 |
| | Kosmos Healthcare Private Limited | 10 | 32,100 | 96,541 |
| | Roseview Developers Private Limited | 10 | 1,000 | 10,000 |
| | South City Projects (Kolkata) Limited | 10 | 2,54,225 | 63,53,094 |



| | | | | |
|---|--|-----------|-----------|---------------------|
| | South City International School | 10 | 1,019 | 1,095 |
| | Sundew Finance Private Limited | 10 | 2,33,598 | 75,94,015 |
| | Enami Capital Markets Limited | 10 | 1,20,560 | 14,00,495 |
| | Enami Limited | 10 | 8,300 | 83,210 |
| | Midkot Investments Private Limited. | 10 | 3,16,434 | 1,07,03,932 |
| | Midkot Chemical & Research Works Limited | 10 | 2,170 | 21,755 |
| | M. Bhattacharyya & Co. Private Limited | 100 | 113 | 23,21,349 |
| | New Age Writings Instrument Pvt Ltd. | 10 | 10,000 | 5,01,250 |
| | New Way Constructions Limited | 10 | 33,60,500 | 3,87,75,000 |
| | Sub Total | | | 15,99,84,763 |
| 4 | Unquoted Preference Shares (Fully Paid Up) | | | |
| | Karan Business Private Limited | 10 | 2,67,500 | 5,36,338 |
| | Sneha Abasan Private Limited | 100 | 8,870 | 1,77,844 |
| | Zen Business Private Limited | 10 | 30,000 | 3,00,750 |
| | M. Bhattacharyya & Co. Private Limited | 100 | 35,000 | 35,08,750 |
| | Sub Total | | | 45,23,682 |
| 5 | Zero Coupon Optionally Fully Convertible Bond (Unquoted) | | | |
| | Orbit Realty Infrastructure Ltd | 100 | 4,00,000 | 4,27,12,500 |
| 6 | Unsecured Compulsory Fully Convertible Debenture (Unquoted) | | | |
| | AMRI Hospitals Limited | 10,00,000 | 100 | 10,00,00,000 |
| 7 | Venture Capital Fund (Unquoted) | | | |
| | India Business Excellence Fund (Party paid up) | 10,00,000 | 25 | 42,66,793 |
| | India Business Excellence Fund II (Party paid up) | 1,000 | 50,000 | 5,00,00,000 |
| | India Business Excellence Fund III (Party paid up) | 1,000 | 50,000 | 2,85,00,000 |
| | ASK Real Estate Special Opportunities Fund | 1,00,000 | 54.06 | 58,59,988 |
| | Kotak India Venture Fund | | 16,000 | 13,39,530 |
| | Kotak Alternate Opportunities (I) Fund | | 2 | 9,72,654 |
| | Anand Radhi Real Estate Opportunities Fund | | 235.89 | 2,35,88,037 |
| | Sub Total | | | 11,45,26,993 |
| | Total | | | 44,09,98,450 |



| | |
|-----------------------|-----------|
| Ortem Securities Ltd. | 300 |
| Total B | 7,62,580 |
| Total A+B | 58,35,842 |

Inventories as at 31st March 2020 Annexure 4

| Name of Script | As at 31.03.2020 | |
|---|------------------|-------------|
| | Qty | Amount |
| <u>Equity Shares(Quoted)</u> | | |
| Arvind Limited | 2,950 | 58,263 |
| Arvind Fashion Limited | 590 | 86,140 |
| Aurobindo Pharma Ltd | 122 | 50,404 |
| Bajaj Finance Limited. | 17 | 37,669 |
| Bharti Airtel Limited | 181 | 59,199 |
| Birla Corporation Ltd | 101 | 41,920 |
| CESC Limited | 135 | 55,154 |
| Coal India Limited | 172 | 24,089 |
| Dr. Reddy's Laboratories Limited | 230 | 7,03,660 |
| Federal Bank Limited | 1,836 | 75,368 |
| Future Retail Limited | 150 | 11,745 |
| HDFC Bank Limited | 236 | 1,22,736 |
| Huhtamaki PPL Limited | 662 | 1,29,487 |
| ICICI Bank Limited | 559 | 1,54,956 |
| Indian Oil Corporation Limited | 314 | 25,638 |
| Infosys Limited | 160 | 35,076 |
| IRB Infrastructure Developers Limited | 613 | 32,642 |
| ITC Limited | 802 | 1,37,703 |
| JK Paper Limited | 878 | 65,411 |
| JK Tyre Limited | 803 | 32,602 |
| Kiran Vyapar Limited | 13,26,300 | 6,73,09,725 |
| Kothari Petrochemicals Limited | 2,90,594 | 31,09,356 |
| Larsen & Turbo Limited | 151 | 1,22,084 |
| Mahendra & Mahendra Limited | 194 | 55,280 |
| Multibase India Limited | 26,543 | 22,17,668 |
| Parag Milk Foods Limited | 488 | 31,159 |
| Polo Queen Industrial and Fintech Limited | 41,00,000 | 5,76,05,000 |
| Reliance Industries Limited | 169 | 19,224 |
| Simplex Infrastructure Limited | 1,60,982 | 29,37,922 |

Annexure - 2

| SI No. | Name of the Property & Land | Area/ Other details | Gross Value (in Rs.) | Depreciation up to 31.03.2020 (in Rs.) | Net Block (in Rs.) | Property Reference/Details of Land |
|--------|-----------------------------|---------------------|----------------------|--|--------------------|------------------------------------|
| 1 | Motor Car | | 45,35,691 | 888034 | 36,47,657 | WB06Q4441 |
| 2 | Motor Car | | 4,51,002 | 3,92,034 | 58,968 | WB02AB7857 |
| 3 | Land at Madhurai | 55.50 | 18,81,310 | - | 18,81,310 | See Part I |
| 4 | Land at Jhansi | 27.41 | 49,59,869 | - | 49,59,869 | See Part I |
| 5 | Computer | | 3,68,384 | 2,29,395 | 1,38,989 | |

Annexure 3

| SI No. | Account Head | Description | Amount |
|--------|------------------|---|-----------|
| 1 | Capital Advances | Advance against Purchase of Land (Jhansi) | 50,57,812 |
| | | Advance against Land Expenses (Madurai) | 15,450 |
| | | Sub A | |
| | | Mr. Javant Goenka (9 Months Advance against Rent for 110A Southern Avenue) | 50,73,262 |
| | | Mr. Sachin Goenka (9 Months Advance against Rent for 110A Southern Avenue) | 1,57,500 |
| 2 | Security Deposit | Smt. Indu Goenka (9 Months Advance against Rent for 110A Southern Avenue) | 1,57,500 |
| | | CESC (Urbana) | 1,89,000 |
| | | Urbana Facility Maintenance Pvt Ltd. (Maintenance Securities Deposit) | 31,950 |
| | | Urbana Facility Maintenance Pvt Ltd. (Interest Free Securities Deposit) | 39,640 |
| | | Urbana Facility Maintenance Pvt Ltd. (Corporation Tax/Deposit Securities Deposit) | 49,550 |
| | | NSDL | 39,640 |
| | | Enaani Group Of Companies Pvt Ltd. | 45,000 |
| | | K.B.Capital Markets Ltd. | 52,000 |
| | | | 500 |



| | | |
|---|------------------|---------------------|
| SML Isuzu Limited | 36,000 | 1,08,05,400 |
| Speciality Restaurants Limited | 307 | 7,000 |
| State Bank of India | 385 | 75,787 |
| Tata Motors Limited | 223 | 15,844 |
| Tata Motors Limited - DVR | 406 | 12,566 |
| Tata Steel Limited | 78 | 21,029 |
| The Mandhana Retail Venture Limited | 91,000 | 5,41,450 |
| The Anup Engineering Limited | 109 | 3,181 |
| UPL Limited | 27 | 5,813 |
| Va Tech Wabag Limited | 367 | 30,222 |
| Zee Entertainment Enterprises Limited | 123 | 15,246 |
| TOTAL A | 60,45,957 | 14,68,80,819 |
| 8% Preference Shares (UnQuoted) | | |
| Emami Paper Mills Limited | 2,50,000 | 10,00,00,000 |
| TOTAL B | 2,50,000 | 10,00,00,000 |
| Mutual Funds | | |
| Goldman Sach Mutual Fund Liquid Bees | 518 | 4,86,693 |
| TOTAL C | 518 | 4,86,693 |
| Private Equity Fund | | |
| Kotak India Growth Fund II | 1,000 | - |
| Less: Transferred to Non current Investments | | |
| TOTAL D | 1,000 | - |
| TOTAL = A+B+C+D | | 24,73,67,511 |

Trade Receivable as at **Annexure 5**

| Sl No. | Name of the Debtors | Amount |
|--------|---|-----------------|
| 1 | IIFL National Development Agenda Fund | 4,38,753 |
| 2 | JM Financial Institutional Securities (ASK PMS) | 48,479 |
| 3 | AMRI Hospitals Ltd. | 2,30,442 |
| 4 | Emita Limited | 2,38,140 |
| | Total | 9,55,814 |



Cash and Cash equivalents as at 31.03.2020

| Sl. No. | Particulars | Name of Bank | Account No. | Branch | Amount (Rs.) |
|---------|--------------------|-------------------------|-----------------|--|--------------|
| 1 | Cash in Hand | | | | 3,19,82 |
| 2 | Balances with Bank | | | | |
| | | Axis Bank | 253010200007849 | Ground Floor, The Chamber, 1865, Rajdanga Main Road, Kolkata - 700 107 | 1,20,269 |
| | | Canara Bank | 0313201005262 | Princep Street, Kolkata - 700 072 | 1,82,800 |
| | | Kotak Mahindra Bank | 03232010000174 | Ground Floor, 2 Brabourne Road, Kolkata - 700 001 | 1,95,895 |
| | | HDFC Bank | 50200005913846 | Ground Floor, Jehangir Building, M G Road, Mumbai - 400001 | 1106 |
| | | Kotak Mahindra Bank | 03232010001381 | Ground Floor, 2 Brabourne Road, Kolkata - 700 001 | 5021 |
| | | Standard Chartered Bank | 321-0-501516-8 | 21, Old Court House Street, | 17 |
| | | ICICI Bank | 000605001235 | Kolkata - 700 001 20, Sri R. N. Mukherjee Road, Kolkata - 700 001 | 10,68,473 |
| | | | | | 15,73,581 |
| | | | | | 16,05,563 |
| | | | | Total of Cash and Cash Equivalent | |



Short-Term Loans and Advances

| Sl No. | Account Head | Gross Amount | Provision for NPA | Net Amount |
|--------|--|--------------|-------------------|--------------|
| 1 | Loans and Advances Unsecured, Standard Loans To Related Parties | | | |
| | Enami Paper Mills Ltd | 50,00,00,000 | | 50,00,00,000 |
| | Other than Related Parties | | | |
| | CRU Limited | 1,10,00,000 | | 1,10,00,000 |
| | Abhishek Agarwal | 15,70,000 | | 15,70,000 |
| | Rajesh Bansal | 39,42,000 | | 39,42,000 |
| | Snetha Home (P) Ltd | 24,47,000 | | 24,47,000 |
| | DTL Asiana Pvt. Ltd. | 1,41,43,000 | | 1,41,43,000 |
| | Doubtful Loans Related Parties | | | |
| | Herbo Foundation | 48,95,788 | 48,95,788 | Nil |
| 2 | Advance income-Tax TDS on Interest (A.Y. 10-11) | | | 53,31,02,000 |
| | TDS on interest (A.Y. 17-18) | | 250816 | |
| | TDS on Commission (AY 19-20) | | 56105 | |
| | TDS on Commission (AY 18-19) | | 7283 | |
| | TDS on Commission (AY 20-21) | | 7283 | |
| | TDS on interest (A.Y. 18-19) | | 10197 | |
| | TDS on Rent (A.Y. 19-20) | | 766968 | |
| | TDS on Rent (A.Y. 20-21) | | 139225 | |
| | TCS on Purchase of Car (A.Y. 19-20) | | 210800 | |
| | TDS on interest (A.Y. 19-20) | | 42450 | |
| | | | 1183635 | |

Annexure 7

| | | | | |
|-----|--|-------|---------|-----------|
| 20) | TDS on interest (A.Y. 20-21) | | | 459675 |
| | Tax paid as representative assessee on surplus from Venture Funds | | | |
| | ASK Real Estate - (A.Y. 18-19) | 58145 | | |
| | ASK Real Estate - (A.Y. 19-20) | 57950 | | |
| | ASK Real Estate - (A.Y. 20-21) | 29161 | | |
| | TDS on Interest on account of Investment in IBPF | | 145256 | |
| | India Business Excellence Fund III (A.Y. 2018-19) | 2187 | | |
| | India Business Excellence Fund III (A.Y. 2019-20) (TDS on Income from PE Fund) | 74309 | | |
| | India Business Excellence Fund III (A.Y. 2018-19) (TDS on Mutual Fund) | 955 | | |
| | Income Tax Refundable (A.Y. 05-06) | | 77451 | |
| | TDS on Interest (A.Y. 07-08 & A.Y. 08-09) | | 179016 | |
| | TDS on Interest Receivable (SMU) | | 183677 | |
| | Total Advance Income Tax | | 1259418 | |
| 3 | Goods & Service Tax Input | | | 49,79,255 |
| 4 | Prepaid expenses | | | 20,25,270 |
| | Annual Membership to CRIF | | | 437 |
| | AMC of IPRO | | | 600 |
| | Car Insurance | | | 37,601 |
| | Staff Mediclaim | | | 67,472 |
| | Office Insurance | | | 10,531 |
| | | | | 1,16,641 |



| SI No. | Account Head | Description | Amount |
|--------|---------------------|----------------------|------------------|
| 1 | Interest Receivable | Abhishek Agarwal | 1,19,435 |
| | | CRJ Limited | 2,95,378 |
| | | Rajesh Bansal | 2,99,824 |
| | | Snéha Home (P) Ltd | 1,65,173 |
| | | DTL Asiana Pvt. Ltd. | 4,74,718 |
| | Total | | 13,54,527 |

Other Current Assets

| SI No. | Account Head | Description | Amount |
|--------|--------------------------|---|---------------------|
| | | Car Consultants Limited (Professional Fees) | 2,16,000 |
| | | ICICI Prudential Asset Management Company Limited (ICICI PMS) | 27,392 |
| | Total | | 2,43,392 |
| | | Advance against Repair & Maintenance Car (Rashmi Goenka) | 14,000 |
| | | Advance against Repair & Maintenance Car (Rashmi Goenka) | 3,168 |
| | Total (1+2+3+4+5) | | 2,60,560 |
| | | | 54,04,83,726 |

Annexure 8

SCHEDULE OF ASSETS
 Schedule of Assets of Ramshila Enterprises Pvt. Ltd., the Transferor Company to be transferred to and vested in Midkot Investments Private Limited, Transferee Company as on Appointed Date - closing hours of business of 31st March, 2020

(A short description of the Freehold Property of the Transferor Company)
 PART - I
 Nil

PART - II
 (A short description of the Lease-hold Property of the Transferor Company)

Nil

PART - III
 (A Short description of all Fixed Assets, Investment in Shares, Inventory and other chooses in action of the Transferor Company - Ramshila Enterprises Pvt. Ltd.)



Schedule of Assets

| Description of Assets | Amount (INR) |
|------------------------------|---------------------|
| Non-Current Investment | 43,99,91,705 |
| Cash and Cash equivalents | 15,06,984 |
| Short terms Loans & Advances | 31,89,22,415 |
| Other Current Assets | 6,14,134 |
| Total | 76,10,35,238 |

PAN:- AABCR3063J

TAN:- CALRI11781A

GST:- 19AABCR3063J2Z8

Details of Investments as on 31st March ' 2020

| SI No. | Particulars | Face Value | No. of Share | Annexure I Value |
|--------|---|------------|--------------|---------------------|
| | Non -Trade Investments (Valued at cost unless stated otherwise) | | | |
| | Non -Trade Investments (Fully Paid Up) | | | |
| | Unquoted Equity Shares (Fully Paid up) | | | |
| | AMRI Hospitals Ltd. | 10 | 21,61,750 | 2,45,56,198 |
| | Emami Agrotech Ltd. | 10 | 11,24,857 | 6,78,57,130 |
| | Somnath Agrotech Products India (P) Ltd. | 10 | 15,000 | 15,00,000 |
| | Midkot Investments Pvt. Ltd. | 10 | 3,15,400 | 1,25,61,500 |
| | Mayee Deesha Communications Private Limited | 10 | 18,000 | 4,78,193 |
| | Sundew Finance Private Limited | 10 | 3,35,774 | 1,45,03,684 |
| | Aggregate Value of Equity Investments | | | 12,14,56,705 |
| | Unquoted Non Cumulative Redeemable Preference Shares | | | |
| | Emami Paper Mills Limited | 100 | 6,83,500 | 31,85,35,000 |
| | Aggregate Value of Preference Shares | | | 31,85,35,000 |
| | | | | 43,99,91,705 |

Cash and Cash equivalents as at 31.03.2020

| SI No. | Particulars | Annexure 2 Amount (Rs.) |
|--------|--------------|-------------------------|
| 1 | Cash in Hand | Nil |



| 2 | Balances with Bank | Name of Bank | Account No. | Branch | Amount(Rs.) |
|---|--------------------|---------------------------------------|--------------|---|------------------|
| | | ICICI Bank | 022905001372 | Bidhan Nagar Technopolis Branch, building, Ground Floor, BP-4, Sector-V, Saltlake City - 700091 | 15,06,984 |
| | | Total | | | 15,06,984 |
| | | Total Cash and Cash Equivalent | | | 15,06,984 |

Short-Term Loans and Advances

| Sl No. | Account Head | Annexure 3 | |
|--------|---|---------------------|---------------------|
| | | Gross Amount | Provision for NPA |
| 1 | Loans and Advances Unsecured, Standard Loans | | |
| | To Body Corporates Andand Rathi Financial Services Ltd. | 30,00,00,000 | |
| | Karan Business Pvt Ltd | 1,09,00,000 | |
| | Total | 31,09,00,000 | |
| 2 | Advance income-Tax & TDS | | |
| | Tax Deducted at Source | | |
| | A.Y 2009-10 | 85,726 | |
| | A.Y 2020-21 | 39,63,790 | |
| | A.Y 2011-12 | 39,36,207 | |
| | Total | 79,85,723 | |
| 3 | Goods & Service Tax Input | | |
| | | | 36,692 |
| | Total (1+2+3) | | 31,89,22,415 |

Other Current Assets

| Account Head | Annexure 4 | |
|------------------------|--------------|-------------------|
| | Gross Amount | Provision for NPA |
| Interest Receivable | | |
| Karan Business Pvt Ltd | 6,14,134 | |
| | | 6,14,134 |

| | | |
|--------------|--|-----------------|
| Total | | 6,14,134 |
|--------------|--|-----------------|

SCHEDULE OF ASSETS

Schedule of Assets of Sruha Abasan Pvt Ltd, the Transferor Company to be transferred to and vested in Midkot Investments Private Limited, Transferee Company as on Appointed Date - closing hours of business of 31st March, 2020

(A short description of the Freehold Property of the Transferor Company)

| Sl No. | Name of the Property & Land | Area/ Other details | Net Block | Details of Property |
|--------|-----------------------------|---------------------|--------------------|---------------------|
| 1) | Land at Madurai | 61.91 Acres | 32,19,229 | See Note 1 |
| 2) | Jhansi Land | 23.65 Acres | 2,86,24,156 | See Note 2 |
| | | | 3,18,43,385 | |

Note 1 - Details of Land at Madurai, Tamil Nadu

| District | Sub District Registration | VILLAGE | SF.NO. | ACRE |
|----------------|---------------------------|--------------|--------|------|
| Ramanathapuram | Perunazhi | Pammanendhal | 37-1 | 3.16 |
| Ramanathapuram | Perunazhi | Pammanendhal | 1-3B | 0.57 |
| Ramanathapuram | Perunazhi | Pammanendhal | 24-2 | 5.58 |
| Ramanathapuram | Perunazhi | Pammanendhal | 70-1A1 | 9.01 |
| Ramanathapuram | Perunazhi | Pammanendhal | 45-1A | 1.75 |
| Ramanathapuram | Perunazhi | Pammanendhal | 25-1 | 1.65 |
| Ramanathapuram | Perunazhi | Pammanendhal | 25-2 | 3.19 |
| Ramanathapuram | Perunazhi | Pammanendhal | 25-3 | 2.65 |
| Ramanathapuram | Perunazhi | Pammanendhal | 100-4B | 1.81 |
| Ramanathapuram | Perunazhi | Pammanendhal | 31-3 | 2.00 |
| Ramanathapuram | Perunazhi | Pammanendhal | 67-1 | 1.83 |
| Ramanathapuram | Perunazhi | Pammanendhal | 62-3F | 0.90 |
| Ramanathapuram | Perunazhi | Pammanendhal | 33-4 | 2.96 |
| Ramanathapuram | Perunazhi | Pammanendhal | 66-6B | 0.93 |
| Ramanathapuram | Perunazhi | Pammanendhal | 77-1A | 1.30 |
| Ramanathapuram | Perunazhi | Pammanendhal | 73-1A | 1.58 |
| Ramanathapuram | Perunazhi | Pammanendhal | 113-1 | 2.84 |
| Ramanathapuram | Perunazhi | Pammanendhal | 113-2 | 2.90 |
| Ramanathapuram | Perunazhi | Pammanendhal | 12-3 | 1.19 |
| Ramanathapuram | Perunazhi | Pammanendhal | 19-8 | 0.59 |
| Ramanathapuram | Perunazhi | Pammanendhal | 57-5 | 1.84 |



38 CERTIFIED TO BE TRUE



| Sl. No. | Name | Area | Land No. | Land in Acres |
|---------|----------------|----------|-----------------|---------------|
| 1 | GYANI DEVI | SARMAU | 627/2 | 5.24 |
| 2 | SMT. PUSHPLATA | SARMAU | 627/1-627/2 | 3.34 |
| 3 | SMT. KOSA DEVI | BUDA - I | 838 | 1 |
| 4 | HARI RAM | BUDA - I | 810-838 | 3.8 |
| 5 | KASHI RAM | BUDA - I | 795/3-797 | 2.01 |
| 6 | DEVI PRASAD | BUDA - I | 838/2 | 1 |
| 7 | RAM DAS | BUDA - I | 796-810/3-811/4 | 3.77 |
| 8 | MANMOHAN | BUDA - I | 795-811 | 3.49 |
| Total | | | | 23.65 |

Note 2 - Details of Land at Jhansi, Uttar Pradesh

| Sl. No. | Name | Area | Land No. | Land in Acres |
|---------|----------------|----------|-----------------|---------------|
| 1 | GYANI DEVI | SARMAU | 627/2 | 5.24 |
| 2 | SMT. PUSHPLATA | SARMAU | 627/1-627/2 | 3.34 |
| 3 | SMT. KOSA DEVI | BUDA - I | 838 | 1 |
| 4 | HARI RAM | BUDA - I | 810-838 | 3.8 |
| 5 | KASHI RAM | BUDA - I | 795/3-797 | 2.01 |
| 6 | DEVI PRASAD | BUDA - I | 838/2 | 1 |
| 7 | RAM DAS | BUDA - I | 796-810/3-811/4 | 3.77 |
| 8 | MANMOHAN | BUDA - I | 795-811 | 3.49 |
| Total | | | | 23.65 |

PART - II
(A short description of the Lease-hold Property of the Transferor Company)

NH

PART - III



(A Short description of all Fixed Assets, Investment in Shares, Inventory and other choses in action of the Transferor Company - Sneha Abasan Pvt Ltd)

Schedule of Assets

| Description of Assets | Amount (INR) |
|------------------------------|--------------|
| Non-Current Investment | 1,25,47,647 |
| Property, Plant & Machinery | 3,18,43,385 |
| Long Term Loans & Advances | 30,867 |
| Trade Receivables | 1,34,275 |
| Cash and Cash equivalents | 75,626 |
| Short terms Loans & Advances | 1,54,304 |
| Total | 4,47,86,104 |

PAN:- AAGCS5292M
TAN:- CALSI2491D
GST:- 19AAGCS5292M1ZM

Details of Investments as on 31st March '2020

| Sl. No. | Particulars | Face Value | No. of Share | Value |
|---------|--|------------|--------------|-------------|
| | Non - Trade Investments (Valued at cost unless stated otherwise) | | | |
| | Quoted Equity Shares (Fully Paid up) | 10 | 5,53,650 | 55,50,342 |
| | Deveee Commercials Limited | | | |
| | Unquoted Equity Shares (Fully Paid up) | | | |
| | Shopper City Maintenance Co. Private Limited | 1 | 16,000 | 16,000 |
| | Sundew Finance Private Limited | 10 | 23,074 | 8,07,590 |
| | Pan Enami Cosmed Limited | 10 | 5,31,250 | 53,25,785 |
| | Emami Capital Markets Limited | 10 | 1,08,000 | 7,57,890 |
| | Medal Chemical & Research Works Limited | 10 | 1,500 | 15,040 |
| | Preference Shares (Unquoted) | | | |
| | Sneha Gardens Private Limited (1% Non Cumulative Redemcable) | 100 | 750 | 75,000 |
| | Total | | | 1,25,47,647 |

Property, Plant & Machinery

Annexure 2

| Sl No. | Name of the Property & | Area/ Other details | Gross Value | Depreciation | Net Block | Details of Property |
|--------|------------------------|---------------------|-------------|--------------|-----------|---------------------|
| | | | | | | |

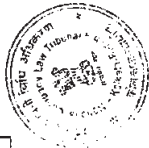


Note 1 Details of Madurai Land

| District | Sub Registration Districts | Village | SF.NO. | ACRE |
|----------------|----------------------------|-----------------------|--------|--------------|
| Ramanathapuram | Perunazhi | Pammanendhal | 46 | 9.24 |
| Ramanathapuram | Perunazhi | Pammanendhal | 49-2 | 2.58 |
| Ramanathapuram | Perunazhi | Pammanendhal | 27-3 | 1.07 |
| Ramanathapuram | Perunazhi | Pammanendhal | 28-5 | 0.88 |
| Ramanathapuram | Perunazhi | Pammanendhal | 28-4 | 1.86 |
| Ramanathapuram | Perunazhi | Pammanendhal | 62-3A | 1.12 |
| Ramanathapuram | Perunazhi | Pammanendhal | 41-2 | 1.51 |
| Ramanathapuram | Perunazhi | Pammanendhal | 44-1 | 3.10 |
| Ramanathapuram | Perunazhi | Pammanendhal | 42 | 10.46 |
| Ramanathapuram | Perunazhi | Pammanendhal | 19-1 | 0.62 |
| Ramanathapuram | Perunazhi | Pammanendhal | 19-2 | 0.62 |
| Ramanathapuram | Perunazhi | Pammanendhal | 62-3D | 1.58 |
| Ramanathapuram | Perunazhi | Pammanendhal | 19-3 | 0.24 |
| Ramanathapuram | Perunazhi | Pammanendhal | 19-4A | 0.06 |
| Ramanathapuram | Perunazhi | Pammanendhal | 59-4A | 1.16 |
| Ramanathapuram | Perunazhi | Pammanendhal | 59-4D | 0.96 |
| Ramanathapuram | Perunazhi | Pammanendhal | 62-3E | 0.94 |
| Ramanathapuram | Perunazhi | Pammanendhal | 26-2 | 4.98 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 74-3 | 1.44 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 187-1 | 3.28 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 80 | 3.21 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 51-1C | 0.30 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 30-2 | 2.07 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | 87-2 | 3.68 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 162-3A | 0.77 |
| Ramanathapuram | Perunazhi | P.Muthuramalingapuram | 220-4 | 0.78 |
| Ramanathapuram | Perunazhi | P.Muthuramalingapuram | 220-5 | 1.44 |
| | | | | 59.95 |

Note 2- Details of Land of Jhansi

| Sl. No. | Name | Area | Land No. | Land in Acres |
|---------|---------------|----------|-------------------------|---------------|
| 1 | CHANDAN SINGH | BUDA - I | 639-744-745-746-747-749 | 2.83 |



| | | | | |
|---|----------------|----------|-------------|--------------|
| 2 | KHOJ MOHMAD | BUDA - I | 711-821-831 | 2.14 |
| 3 | MUNNA LAL etc. | BUDA - I | 707-674-689 | 1.7 |
| 4 | PREM WATI | ORCHHA | 262/1 | 3.8 |
| 5 | DAMRU | BUDA - I | 811-795/2 | 3.5 |
| 6 | NARAYAN | BUDA - I | 810-811/3 | 2.86 |
| | Total | | | 16.83 |

PART - II

(A short description of the Lease-hold Property of the Transferor Company)

Nil

PART - III

(A Short description of all Fixed Assets, Investment in Shares, Inventory and other chooses in action of the Transferor Company - Sreeha Niketan Pvt Ltd)

Schedule of Assets

| Description of Assets | Amount (INR) |
|-----------------------------|--------------------|
| Non-Current Investment | 1,79,67,825 |
| Property, Plant & Machinery | 2,55,42,150 |
| Loans | |
| Long Term Loans & Advances | 43,370 |
| Cash and Cash equivalents | 2,69,471 |
| Short Term Loans & Advances | 71,706 |
| Other Current Assets | 1,16,098 |
| | 4,40,10,620 |

PAN:- AAGCS5290K

TAN:- CALS09933A

GST:- 19AAGCS5290K/IZS

Details of Investments as on 31st March '2020

| Sl. No. | Particulars | Face Value | No. of Share | Value |
|---------|---|------------|--------------|-------|
| | Non-Trade Investments (Valued at cost unless stated otherwise) | | | |

Annexure I



| Quoted Equity Shares (Fully Paid up) | | | |
|--------------------------------------|--|----|-------------|
| | Devee Commercials Limited | 10 | 56,59,950 |
| | Unquoted Equity Shares (Fully Paid up) | | |
| | Pan Emami Cosmed Limited | 10 | 53,25,785 |
| | Emami Capital Markets Limited | 10 | 69,68,990 |
| | | | 1,79,67,825 |

Property, Plant & Machinery

| Annexure 2 | | | | | | |
|------------|-----------------------------|---------------------|--------------|--------------|-------------|---------------------|
| Sl No. | Name of the Property & Land | Area/ Other details | Gross Value | Depreciation | Net Block | Details of Property |
| 1) | Land at Madurai | 59.95 Acres | 29,46,750.00 | | 29,46,750 | See Part I Note 1 |
| 2) | Jhansi Land | 16.83 Acres | 2,25,95,400 | | 2,25,95,400 | See Part I Note 2 |
| | | | 2,55,42,150 | | 2,55,42,150 | |

Long Term Loans & Advances as on 31st March 2020

| Annexure 3 | | | |
|------------|------------------|---|---------------|
| Sl No. | Account Head | Description | Amount |
| 1 | Capital Advances | Mr. P. Devaraj | 17,370 |
| | | Advance against expenditure towards Madurai land | |
| | | Sub Total | 17,370 |
| 2 | Security Deposit | Deposit against Rent (Emami Group of Companies Pvt Ltd) | 26,000 |
| | | Sub Total | 26,000 |
| | | Grand Total | 43,370 |

Cash and Cash equivalents as at 31.03.2020

| Annexure 4 | | |
|------------|--------------------|-------------|
| Sl. No. | Particulars | Amount(Rs.) |
| 1 | Cash in Hand | 42,044 |
| 2 | Balances with Bank | |
| | Name of Bank | Branch |
| | Account No. | Amount(Rs.) |



| | | | | |
|--|--|-----------------|---|-----------------|
| | Kotak Mahindra Bank | 03232010001328 | Ground Floor, The Chamber, 1865, Rajdanga Main Road, Kolkata - 700107 | 1,15,687 |
| | Yes Bank Limited | 019081400000507 | Stephen House, 56A, Henanta Basu Sarani, Ground & Mezzanine Floor, Kolkata - 700001 | 384 |
| | Axis Bank | 253010200008396 | Ground Floor, The Chamber, 1865, Rajdanga Main Road, Kolkata - 700107 | 64,066 |
| | ICICI Bank | 000605023391 | Rasoi Court, 20, Sir R.N.Mukerjee Road, Kolkata - 700 001 | 47,290 |
| | Total of Cash and Cash Equivalent | | | 2,27,427 |
| | | | | 2,69,471 |

Short Term Loans & Advances as on 31st March 2020

| Annexure 5 | | | |
|------------|----------------------------|----------------------------|---------------|
| Sl No. | Particulars | Description | Amount |
| 1 | Input Tax of GST | | 66,569 |
| 2 | Advance Income Tax and TDS | TDS on Commission AY 20-21 | 5,137 |
| | | Total | 71,706 |

Other Current Assets as on 31st March 2020

| Annexure 6 | | | |
|------------|----------------------|-----------------------|----------|
| Sl No. | Account Head | Description | Amount |
| | Other Receivables | | |
| | Emami Realty Limited | Commission Receivable | 1,16,098 |



SCHEDULE OF ASSETS
 Schedule of Assets of Sundew Finance Private Limited, the Transferor Company to be transferred to and vested in Midkot Investments Private Limited, Transferee Company as on Appointed Date - closing hours of business of 31st March, 2020

PART - I
 (A short description of the Freehold Property of the Transferor Company)

PART - II
 Nil
 (A short description of the Lease-hold Property of the Transferor Company)

Nil

PART - III
 (A Short description of all Fixed Assets, Investment in Shares, Inventory and other chooses in action of the Transferor Company - Sundew Finance Private Limited)

Schedule of Assets

| Description of Assets | Amount (INR) |
|------------------------------|----------------|
| Non-Current Investment | 2,10,16,12,321 |
| Property, Plant & Machinery | |
| Long Term Loans & Advances | 40,000 |
| Other Non-Current Assets | 5,95,50,492 |
| Cash and Cash equivalents | 13,31,752 |
| Short terms Loans & Advances | 1,36,20,38,209 |
| Other Current Assets | 9,31,83,557 |
| Total | 3,61,79,56,331 |

PAN:- AADCS5511Q
 TAN:- CALLS0338A
 GST:- NA

| Name of Co | Face Value | No of Share | Annexure I | |
|---|------------|-------------|------------|----------|
| | | | Amount | Amount |
| Unquoted Equity Shares Archana Promoters & Developers Private Limited | 10 | 9200 | | 92,230 |
| Deluxe Builders & Promoters Limited | 10 | 37500 | | 4,51,125 |
| Kosmos Health Care Private Limited | 10 | 32000 | | 96,240 |



| | | | |
|--|---------|-------|-----------------------|
| Nayee Disha Communication Private Limited | 10 | 17000 | 4,43,105 |
| New Age Writing Instrument Private Limited | 10 | 10566 | 5,29,621 |
| Unquoted Non Convertible Debentures | | | |
| TMT Vinnyogan Limited | 1000000 | 2100 | 2,10,00,00,000 |
| Total | | | 2,10,16,12,321 |

| Long Term Loans & Advances | | Annexure 2 | |
|----------------------------|-------------------------------|---|--------|
| Sl. No. | Account Head | Description | Amount |
| | Aviro Vyapaar Private Limited | (Security Deposit agst Rent) (For 687, Anandapur 2nd Floor) | 40,000 |
| | | | 40,000 |

| Details of Other Non Current Assets | | Annexure 3 | |
|-------------------------------------|--|-------------------|--------------------|
| Sl. No | Account Head | Description | Amounts |
| | Interest Receivable on Investment in NCD | TMT Vinnyogan Ltd | 5,95,50,492 |
| | Total | | 5,95,50,492 |

| Cash and Cash equivalents as at 31.03.2020 | | Annexure 4 | |
|--|---------------------------------------|-----------------|---|
| Sl. Particul | | | Amount (Rs.) |
| 1 | Cash in Hand | | 47,303 |
| 2 | Balances with Bank | Branch | Amount (Rs.) |
| | Kotak Mahindra Bank | 7511563406 | Ground Floor, The Chamber, 1865, Rajdanga Main Road, Kolkata - 700107 |
| | Axis Bank | 917020084793169 | Ground Floor, The Chamber, 1865, Rajdanga Main Road, Kolkata - 700107 |
| | ICICI Bank | 000605027168 | Rasoi Court, 20, Sir R.N.Mukerjee Road, Kolkata - 700 001 |
| | Total | | 12,84,449 |
| | Total Cash and Cash Equivalent | | 13,31,752 |



| | | |
|--|--|----------------|
| Loan processing fees- Credit Suisse Securities (India) Pvt. Ltd. | | 4,10,76,757 |
| Total Prepaid Expenses | | 4,20,29,941 |
| Total Short Term Loans and Advances (1+2+3) | | 1,36,20,38,209 |

Details of Other Current Assets Annexure 6

| Sl. No | Particulars | Gross Amounts | Provision for NPA |
|--------|---|---------------|-------------------|
| 1 | Interest accrued & due on loans given | | |
| | EMITA Ltd (Truessential FMCG Ltd) | 9,61,881 | 9,61,881 |
| | Lyfesh Private Limited | 16558 | 16558 |
| | Quantum Cultivation Pvt Ltd | 27147 | 27147 |
| | Jugal Kishore Khetawal | 32131 | 32131 |
| | Quantum Cultivation Pvt Ltd | | |
| | AMRI Ltd | 60,861 | 60,861 |
| | Enami Realty Ltd | 55,77,344 | 55,77,344 |
| | Pan Enami Cosmed Ltd | 6,50,361 | 6,50,361 |
| | Sneha Gardens Pvt Ltd | 1,00,970 | 1,00,970 |
| | Zen Business Pvt Ltd | 25,270 | 25,270 |
| | Total | 74,52,523 | 74,52,523 |
| 2 | Interest accrued but not due on loans given | | |
| | EMITA Ltd | 8,26,592 | 8,26,592 |
| | Emami Cement Ltd | 3,85,46,077 | 3,85,46,077 |
| | Lyfesh Private Limited | 16,782 | 16,782 |
| | M Bhattacharyya & Co Pvt Ltd | 2,29,812 | 2,29,812 |
| | Quantum Cultivation Pvt Ltd | 26,853 | 26,853 |
| | Jugal Kishore Khetawal | 14,61,967 | 14,61,967 |
| | Total | 4,11,08,083 | 4,11,08,083 |
| 3 | Interest on Substandard Assets | | |
| | Ideal Real Estates Pvt Ltd | 321870 | 321870 |
| 4 | Interest Receivable on | | |

Details of Short Term Loans & Advances

| Sl. No | Account Head | Gross Amount | Provision for NNPA | Net A. amount |
|--------|---|--------------|--------------------|----------------|
| 1 | Loans recoverable on demand | | | |
| | EMITA Ltd (Truessential FMCG Ltd) | | | 2,45,00,000 |
| | Lyfesh Private Limited | | | 5,00,000 |
| | M Bhattacharyya & Co Pvt Ltd | | | 79,00,000 |
| | Quantum Cultivation Pvt Ltd | | | 10,00,000 |
| | Jugal Kishore Khetawal | | | 4,90,00,000 |
| | Emami Cement Ltd | | | 1,02,97,00,000 |
| | Ideal Real Estates Pvt Ltd | 17,64,00,000 | 1,76,40,000 | 15,87,60,000 |
| | Govind Dharm Natural Resources Pvt Ltd | 2,37,70,000 | 23,77,000 | 2,13,93,000 |
| | Total | | | 1,29,27,53,000 |
| 2 | Advance Income Tax & TDS | | | |
| | Income Tax Refund Receivable (AY 19-20) | 2,87,890 | | |
| | TDS on NCD Receivable (AY 20-21) | 1,15,97,049 | | |
| | TDS Receivable (AY 20-21) | 1,65,23,461 | | |
| | Total | | 2,84,08,400 | |
| | Less : | | | |
| | Income Tax Payable (AY 18-19) | | 11,53,130 | |
| | Total | | | 2,72,55,268 |
| 3 | Prepaid Expenses | | | |
| | CRIF High Mark Credit Information Services Pvt Ltd | | | 516 |
| | IDBI Trusteeship Services Limited- Loan Processing Fees | | | 2,05,384 |
| | AZB & Partners (Advocate) | | | 7,47,284 |



| Investment in NCD | | |
|----------------------------------|--|--------------------|
| TMT Viniyogan Ltd - NCD Interest | | 4,48,22,951 |
| Total | | 4,48,22,951 |
| | | 9,33,83,557 |

SCHEDULE OF ASSETS

Schedule of Assets of TMT Viniyogan Ltd., the Transferor Company to be transferred to and vested in Midkot Investments Private Limited, Transferee Company as on Appointed Date - closing hours of business of 31st March, 2020

PART - I
(A short description of the Freehold Property of the Transferor Company)
Nil

PART - II
(A short description of the Lease-hold Property of the Transferor Company)
Nil

PART - III

(A Short description of all Fixed Assets, Investment in Shares, Inventory and other chooses in action of the Transferor Company - TMT Viniyogan Ltd.)

Schedule of Assets

| Description of Assets | Amount (INR) |
|------------------------------|-----------------------|
| Non-Current Investment | 31,83,81,082 |
| Long Term Loans & Advances | 3,10,48,18,393 |
| Inventories | 23,64,620 |
| Trade Receivables | 10,60,843 |
| Cash and Cash equivalents | 18,84,599 |
| Short terms Loans & Advances | 4,56,53,62,193 |
| Other Current Assets | 30,89,91,215 |
| Total | 8,30,28,62,945 |

PAN:-AAACT9455F
TAN:- CALT03299C
GST:- 19AAACT9455F1Z1



Details of Non Current Investments as on 31.03.2020

| SI. No | Particulars | Face Value | No. of Share | Value |
|--------|---|------------|--------------|---------------------|
| | Non - Trade Investments (Value at cost unless stated otherwise) | | | |
| | Quoted Equity Shares (Fully Paid up) | | | |
| | Emami Frank Ross Limited | 10 | 16,000 | 1,28,000 |
| 1 | Emami Limited | 1 | 30,33,160 | 17,29,37,675 |
| | Emami Realty Limited | 2 | 35,303 | 14,69,561 |
| | AMRI Hospitals Limited | 10 | 35,88,332 | 1,98,79,641 |
| | Archana Promoters & Developers Private Limited | 10 | 9,200 | 92,230 |
| | Anand Rathi Financial Services Limited | 10 | 9,47,250 | 8,52,52,500 |
| | Deluxe Builders & Promoters Private Limited | 10 | 37,620 | 4,52,570 |
| | Emami Agrotech Limited | 10 | 2,49,142 | 1,76,40,520 |
| | Emami Capital Markets Limited | 10 | 8,000 | 1,00,250 |
| | Kosmos Healthcare Private Limited | 10 | 34,700 | 1,04,560 |
| | Krodia International Limited | 10 | 1,00,000 | 5,01,250 |
| | Niramay Distributors Private Limited | 10 | 2,000 | 20,000 |
| | Roseview Developers Private Limited | 10 | 1,000 | 10,000 |
| | Sundew Finance Private Limited | 10 | 2,69,806 | 1,29,83,065 |
| | M. Bhattacharyya & Co. Private Limited | 500 | 82 | 27,08,785 |
| | CRI Limited | 10 | 95,630 | 40,16,460 |
| | Emita Limited | 10 | 8,400 | 84,215 |
| | Total | | | 31,83,81,082 |

Long Term Loans & Advances as on 31st March 2020

| SI No. | Account Head | Description | Amount |
|--------|------------------|---|---------------|
| | Security Deposit | Deposit against Rent (Emami Group of Companies Pvt Ltd) | 52,000 |
| | Total | Deposit to NSDL | 18,000 |
| | | | 70,000 |

Annexure 2



| 2 | Loans to Related Party | | |
|---|------------------------------|---|-----------------------|
| | Body Corporate | | |
| | Emami Agrotech Limited | | 3,09,99,99,999 |
| 3 | Prepaid Expenses (Long Term) | Upfront Subscription Charges for Black Rock NCD - Asia Pac Pr Cr Opp 1 Sing Pte Ltd | 26,59,940 |
| | | IDFC First Bank Limited - Arrangement Fees for Black Rock NCD | 14,57,647 |
| | | JP Morgan- Arrangement Fees for NCD | 6,30,807 |
| | Total | | 47,48,394 |
| | Total (1+2+3) | | 3,10,48,18,393 |

Inventories as on 31st March 2020

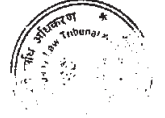
| 2) | SL No | Equity Shares | Quantity | Value (Rs.) |
|----|-------|---|-----------|------------------|
| | | Polo Queen Industrial and Fintech Limited | 11,00,000 | 15,45,500 |
| | | Dr Reddys Laboratories Limited | 220 | 6,74,033 |
| | | Arvind Limited | 29,000 | 57,275 |
| | | Arvind Fashions Limited | 580 | 84,680 |
| | | Anup Engineering Limited | 107 | 3,132 |
| | | Total of Inventories B | | 23,64,620 |

Annexure 4

Trade Receivable (towards Commission charges) as on 31.03.2020

| SI No. | Description | Amount |
|--------|----------------------------------|--------|
| 1 | Aditya Vincom Private Limited | 7,978 |
| 2 | Amarnath Barter Private Limited | 7,995 |
| 3 | Amarnath Vinimay Private Limited | 7,995 |
| 4 | Amaze Dealers Private Limited | 961 |
| 5 | Ambe Tie Up Private Limited | 6,602 |
| 6 | Aravali Barter Private Limited | 7,988 |
| 7 | Aravali Tie Up Private Limited | 7,827 |
| 8 | Barbrik Barter Private Limited | 7,952 |

| | | |
|----|--|--------|
| 9 | Benison Tieup Private Limited | 7,871 |
| 10 | Bhagwati Financial Advisory Services Pvt Ltd | 6,645 |
| 11 | Bhagwati Financial Consultants Private Limited | 14,527 |
| 12 | Biswanath Barter Private Limited | 6,645 |
| 13 | Biswanath Tie Up Private Limited | 8,005 |
| 14 | Bondhampuli Crops Private Limited | 15,908 |
| 15 | Candor Natural Resources Private Limited | 668 |
| 16 | Celerity Natural Resources Pvt Ltd | 7,879 |
| 17 | Dover Natural Resources Private Limited | 504 |
| 18 | Elysium Tradedeal Private Limited | 916 |
| 19 | Evergrow Biotech Private Limited | 4,194 |
| 20 | Gauri Mahesh Natural Resources Pvt Ltd | 1,006 |
| 21 | Gauri Shankar Barter Private Limited | 7,965 |
| 22 | Goodluck Barter Private Limited | 7,952 |
| 23 | Govind Dham Barter Private Limited | 7,983 |
| 24 | Govind Dham Natural Resources Pvt Ltd | 7,941 |
| 25 | Govinddham Tie Up Private Limited | 7,456 |
| 26 | Govinddham Vinimay Private Limited | 7,442 |
| 27 | Greenview Agriculture Private Limited | 6,533 |
| 28 | Gulab Barter Private Limited | 7,955 |
| 29 | Gulab Mercantile Private Limited | 7,962 |
| 30 | Gulab Tie Up Private Limited | 5,024 |
| 31 | Gulab Vinimay Pvt Ltd | 6,343 |
| 32 | Hare Krishna Barter Private Limited | 613 |
| 33 | Kailash Parvat Barter Pvt Ltd | 318 |
| 34 | Kailash Parvat Vinimay Pvt Ltd | 7,407 |
| 35 | Kalakari Agriculture Private Limited | 14,535 |
| 36 | Kalakari Bioerops Private Limited | 10,008 |
| 37 | Kalakari Cultivation Private Limited | 14,513 |
| 38 | Kalakari Farming Private Limited | 10,008 |
| 39 | Kedarnath Barter Private Limited | 7,389 |
| 40 | Kedarnath Mercantile Private Limited | 7,496 |
| 41 | Khatu Vinimay Private Limited | 7,515 |
| 42 | Khatu Vyapaar Private Limited | 7,569 |



| | | |
|----|--|--------|
| 43 | Khatunatesh Natural Resources Pvt Ltd | 667 |
| 44 | Kristardhi Biocrops Private Limited | 14,549 |
| 45 | Kristardhi Cultivation Private Limited | 14,549 |
| 46 | Ksetrajiva Cultivation Private Limited | 14,527 |
| 47 | Ksetrajiva Farming Private Limited | 14,543 |
| 48 | Landable Commotrade Private Limited | 949 |
| 49 | Madhusudan Tradelink Private Limited | 4,693 |
| 50 | Mahesh Barter Private Limited | 7,481 |
| 51 | Mahesh Vinimay Private Limited | 7,451 |
| 52 | Makhanchor Mercantile Private Limited | 7,433 |
| 53 | Makhanchor Tie Up Private Limited | 7,429 |
| 54 | Mansarovar Barter Private Limited | 6,678 |
| 55 | Mansarovar Tie Up Private Limited | 7,464 |
| 56 | Matrix Krishi Farming Private Limited | 6,640 |
| 57 | Moonlight Bioorop Private Limited | 6,645 |
| 58 | Murliidhar Barter Private Limited | 7,459 |
| 59 | Murliidhar Mercantile Private Limited | 7,453 |
| 60 | Murliidhar Vinimay Private Limited | 7,459 |
| 61 | Narcissus Bio-Crops Private Limited | 14,609 |
| 62 | Natrise Biocrops Private Limited | 10,040 |
| 63 | Nutressa Biocrops Private Limited | 10,040 |
| 64 | Paleidin Commotrade Private Limited | 899 |
| 65 | Paniteon Tradecom Private Limited | 920 |
| 66 | Pawandoot Commotrade Private Limited | 922 |
| 67 | Pawandoot Mercantile Pvt Ltd | 7,948 |
| 68 | Prakash Barter Pvt Ltd | 6,584 |
| 69 | Prakash Mercantile Pvt Ltd | 6,589 |
| 70 | Purasalur Agriculture Private Limited | 10,011 |
| 71 | Purasalur Biotech Private Limited | 10,011 |
| 72 | Purasalur Cultivation Private Limited | 10,011 |
| 73 | Quantum Cultivation Private Limited | 10,011 |
| 74 | Rajigandha Barter Private Limited | 7,944 |
| 75 | Rajigandha Mercantile Pvt Ltd | 7,437 |
| 76 | Rama Tie Up Private Limited | 8,008 |
| 77 | Ramavtar Commotrade Pvt Ltd | 7,964 |



| | | |
|-----|---|--------|
| 78 | Ranthambhor Barter Private Limited | 964 |
| 79 | Ranthambhor Vinimay Private Limited | 7,456 |
| 80 | Rose Mercantile Private Limited | 660 |
| 81 | Roshni Barter Pvt Ltd | 666 |
| 82 | Roshni Vyapaar Private Limited | 7,429 |
| 83 | Samwardhan Agriculture Private Limited | 10,011 |
| 84 | Samwardhan Biocrops Private Limited | 10,011 |
| 85 | Samwardhan Farming Private Limited | 14,521 |
| 86 | Sandip Mercantile Private Limited | 898 |
| 87 | Savera Vyapaar Private Limited | 7,989 |
| 88 | Sawariya Barter Private Limited | 7,978 |
| 89 | Sheesh Ke Danti Natural Resources Pvt Ltd | 7,952 |
| 90 | Sherewali Barter Private Limited | 6,960 |
| 91 | Sita Tie Up Private Limited | 8,008 |
| 92 | Skyview Sales Private Limited | 7,989 |
| 93 | Snow View Natural Resources Pvt Ltd | 7,974 |
| 94 | Sourfully Agriculture Private Limited | 14,507 |
| 95 | Sproutfully Biocrops Private Limited | 10,011 |
| 96 | Sproutfully Cultivation Private Limited | 10,011 |
| 97 | Sproutfully Farming Private Limited | 14,513 |
| 98 | Tejomaya Natural Resources Pvt Ltd | 6,449 |
| 99 | Tiger Barter Pvt Ltd | 7,355 |
| 100 | Tiger Tie Up Private Limited | 7,879 |
| 101 | Tiger Tradelink Private Limited | 7,918 |
| 102 | Trimurti Barter Private Limited | 7,930 |
| 103 | Trinity Tie Up Pvt Ltd | 7,937 |
| 104 | Trueman Tradecom Private Limited | 7,952 |
| 105 | Vagyalakshmi Barter Private Limited | 7,944 |
| 106 | Vagyalakshmi Tie Up Pvt Ltd | 7,904 |
| 107 | Vitanomic Agriculture Private Limited | 10,011 |
| 108 | Vitanomic Biocrops Private Limited | 10,011 |
| 109 | Wisful Agriculture Private Limited | 14,558 |
| 110 | Wisful Biocrops Private Limited | 14,543 |
| 111 | Wisful Cultivation Private Limited | 14,555 |



| | | |
|-----|--------------------------------------|------------------|
| 112 | Yashomati Mercantile Private Limited | 332 |
| 113 | Yashomati Natural Resources Pvt.Ltd | 331 |
| 114 | AMRI Hospitals Limited | 1,41,919 |
| 115 | Emami cement | 56,817 |
| | Total | 10,60,843 |

Cash and Cash equivalents as at 31.03.2020

| Sl. No. | Particulars | Account No. | Branch | Amount(Rs.) |
|---------|---------------------------------------|-----------------|---|------------------|
| 1 | Cash in Hand | | | 56,735 |
| 2 | Balances with Bank | | | |
| | Axis Bank Ltd. | 253010200008433 | Ground Floor, The Chamber, 1865, Rajdanga Main Road, Kolkata - 700107 | 65,847 |
| | Axis Bank Ltd. | 910020030137664 | Broadway Premises Co Op Society Ltd. Dr. Baba Saheb Ambedkar Road, Dadar (East) Mumbai 400014 | 7,881 |
| | ICICI Bank Limited | 000605022405 | Rasoi Court, 20, Sir R.N.Mukerjee Road, Kolkata - 700 001 | 16,31,553 |
| | HDFC Bank Limited | 00140310006373 | 2/6 Sarat Bose Road, Central Plaza, Kolkata-700 020. | 15,539 |
| | Kotak Mahindra Bank | 03232010001189 | Ground Floor, 2, Brabourne Road, Kolkata - 700 001 | 1,07,044 |
| | Total | | | 18,27,864 |
| | Total Cash and Cash Equivalent | | | 18,84,599 |



Short term Loans & Advances as on 31st March 2020
Annexure 6

| Sl. nO | Name of the Company Loans recoverable on demand (Unsecured, Considered good) Related Parties | Gross Amount | Provision for NPA | Net Amount |
|--------|---|----------------|-------------------|-----------------------|
| i) | AMRI Hospitals Limited | 9,40,00,000 | | 9,40,00,000 |
| | Emami Cement Limited | 2,85,41,00,000 | | 2,85,41,00,000 |
| | New Way Constructions Limited | 16,00,000 | | 16,00,000 |
| | Total | | | 2,94,97,00,000 |
| ii) | To Other Than Related Parties Bodies Corporates | | | |
| | Everline Abasan LLP | 18,75,000 | | 18,75,000 |
| | Everline Avas LLP | 18,85,000 | | 18,85,000 |
| | Everline Buildoon LLP | 18,75,000 | | 18,75,000 |
| | Everline Builders LLP | 18,75,000 | | 18,75,000 |
| | Everline Conclave LLP | 18,75,000 | | 18,75,000 |
| | Everline Constech LLP | 18,75,000 | | 18,75,000 |
| | Everline Construction LLP | 18,75,000 | | 18,75,000 |
| | Everline Highrise LLP | 18,75,000 | | 18,75,000 |
| | Everline Towers LLP | 18,85,000 | | 18,85,000 |
| | Snowline Abasan LLP | 34,93,000 | | 34,93,000 |
| | Snowline Apartments LLP | 19,35,000 | | 19,35,000 |
| | Snowline Brick LLP | 37,27,000 | | 37,27,000 |
| | Snowline Buildoon LLP | 36,08,000 | | 36,08,000 |
| | Snowline Conclave LLP | 37,27,000 | | 37,27,000 |
| | Snowline Enclave LLP | 16,85,000 | | 16,85,000 |



| | | | |
|-------------------------|-----------|-----------|-----------|
| Snowline Estates LLP | 16,90,000 | 16,90,000 | 16,90,000 |
| Snowline Homes LLP | 36,92,000 | 36,92,000 | 36,91,999 |
| Snowline Highrise LLP | 35,98,000 | 35,98,000 | 35,98,000 |
| Snowline Housing LLP | 18,75,000 | 18,75,000 | 18,75,000 |
| Snowline Niketan LLP | 34,98,000 | 34,98,000 | 34,98,000 |
| Snowline Nivas LLP | 36,67,000 | 36,67,000 | 36,67,000 |
| Snowline Promoters LLP | 19,08,000 | 19,08,000 | 19,08,000 |
| Snowline Properties LLP | 18,75,000 | 18,75,000 | 18,75,000 |
| Snowline Realtors LLP | 18,80,000 | 18,80,000 | 18,80,000 |
| Snowline Residency LLP | 37,27,000 | 37,27,000 | 37,27,000 |
| Snowline Towers LLP | 37,27,000 | 37,27,000 | 37,27,000 |
| Snowline Vila LLP | 34,98,000 | 34,98,000 | 34,98,000 |
| Viewline Abasan LLP | 18,86,000 | 18,86,000 | 18,86,000 |
| Viewline Ashiana LLP | 18,76,000 | 18,76,000 | 18,76,000 |
| Viewline Buildcon LLP | 19,08,000 | 19,08,000 | 19,08,000 |
| Viewline Builders LLP | 18,76,000 | 18,76,000 | 18,76,000 |
| Viewline Constech LLP | 16,90,000 | 16,90,000 | 16,90,000 |
| Viewline Estates LLP | 12,50,000 | 12,50,000 | 12,50,000 |
| Viewline Heights LLP | 19,08,000 | 19,08,000 | 19,08,000 |
| Viewline Highrise LLP | 18,76,000 | 18,76,000 | 18,76,000 |
| Viewline Housing LLP | 38,05,000 | 38,05,000 | 38,05,000 |
| Viewline Niketan LLP | 16,85,000 | 16,85,000 | 16,85,000 |
| Viewline Projects LLP | 16,85,000 | 16,85,000 | 16,85,000 |
| Viewline Promoters LLP | 18,80,000 | 18,80,000 | 18,80,000 |
| Viewline Properties LLP | 19,08,000 | 19,08,000 | 19,08,000 |

| | | | |
|--|--------------|--------------|--------------|
| Viewline Residency LLP | 18,76,000 | 18,76,000 | 19,08,000 |
| Viewline Villa LLP | 19,18,000 | 19,18,000 | 19,18,000 |
| Orbit Projects Private Limited | 47,41,00,000 | 47,41,00,000 | 47,41,00,000 |
| Albatross Biocrop LLP | 7,86,60,000 | 7,86,60,000 | 7,86,60,000 |
| Aditya Vincome Private Limited | 77,35,000 | 77,35,000 | 77,35,000 |
| Amarnath Barter Private Limited- Loan Given | 77,80,000 | 77,80,000 | 77,80,000 |
| Amarnath Vinimay Private Limited | 77,80,000 | 77,80,000 | 77,80,000 |
| Ambe Tie Up Pvt Ltd- Loan Given | 66,05,000 | 66,05,000 | 66,05,000 |
| Aravali Barter Private Limited- Loan Given | 77,15,000 | 77,15,000 | 77,15,000 |
| Aravali Tie Up Pvt Ltd - Loan Given | 76,00,000 | 76,00,000 | 76,00,000 |
| Barbrik Barter Private Limited - Loan Given | 77,45,000 | 77,45,000 | 77,45,000 |
| Benison Tie Up Pvt Ltd- Loan Given | 75,75,000 | 75,75,000 | 75,75,000 |
| Bhagwati Financial Advisory Services Pvt Ltd - Loan | 66,10,000 | 66,10,000 | 66,10,000 |
| Bhagwati Financial Consultants Pvt Ltd - Loan Given | 1,40,20,000 | 1,40,20,000 | 1,40,20,000 |
| Bishwanath Barter Private Limited - Loan | 64,84,000 | 64,84,000 | 64,84,000 |
| Bishwanath Tieup Pvt Limited- Loan Given | 77,60,000 | 77,60,000 | 77,60,000 |
| Bondhampuri Crops Private Limited - Loan Given | 1,40,35,000 | 1,40,35,000 | 1,40,35,000 |
| Dreamland Harvest Pvt Ltd - Loan Given | 50,10,000 | 50,10,000 | 50,10,000 |
| Gauri Shankar Barter Pvt Ltd- Loan | 76,90,000 | 76,90,000 | 76,90,000 |
| Golden Biocrop Private Limited- Loan Given | 50,15,000 | 50,15,000 | 50,15,000 |
| Goodluck Barter Private Limited - Loan Given | 77,40,000 | 77,40,000 | 77,40,000 |
| Govinddham Barter Pvt Ltd - Loan Given | 77,40,000 | 77,40,000 | 77,40,000 |
| Govinddham Tie Up Pvt Ltd- Loan Given | 71,97,000 | 71,97,000 | 71,97,000 |
| Govinddham Vinimay Private Limited - Loan Given | 72,32,000 | 72,32,000 | 72,32,000 |



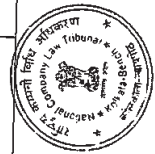
| | | | |
|---|-------------|-------------|-------------|
| Greenview Agriculture Private Limited - Loan | 64,55,000 | 64,55,000 | 64,55,000 |
| Gulab Barter Private Limited - Loan Given | 77,55,000 | 77,55,000 | 77,55,000 |
| Gulab Mercantile Private Limited - Loan Given | 77,10,000 | 77,10,000 | 77,10,000 |
| Gulab Vinimay Private Limited - Loan Given | 63,40,000 | 63,40,000 | 63,40,000 |
| Kadamangalam Agriculture Pvt Ltd - Loan | 80,30,000 | 80,30,000 | 80,30,000 |
| Kadamangalam Bio Crops Private Limited - Loan | 80,25,000 | 80,25,000 | 80,25,000 |
| Kadamangalam Crops Private Ltd - Loan | 80,30,000 | 80,30,000 | 80,30,000 |
| Kadamangalam Cultivation Private Limited - Loan Given | 80,30,000 | 80,30,000 | 80,30,000 |
| Kadamangalam Farming Private Limited - Loan | 80,25,000 | 80,25,000 | 80,25,000 |
| Kadamangal Biotech Private Limited - Loan | 80,25,000 | 80,25,000 | 80,25,000 |
| Kailash Parvat Vinimay Private Limited - Loan Given | 71,97,000 | 71,97,000 | 71,97,000 |
| Kalakari Agriculture Private Limited - Loan Given | 1,40,27,000 | 1,40,27,000 | 1,40,27,000 |
| Kalakari Biocrops Private Limited - Loan Given | 90,40,000 | 90,40,000 | 90,40,000 |
| Kalakari Cultivation Pvt Ltd - Loan Given | 1,40,10,000 | 1,40,10,000 | 1,40,10,000 |
| Kalakari Farming Private Ltd - Loan Given | 90,40,000 | 90,40,000 | 90,40,000 |
| Kamuthi Agriculture Private Limited - Loan Given | 80,30,000 | 80,30,000 | 80,30,000 |
| Kamuthi Biocrops Private Ltd - Loan Given | 80,30,000 | 80,30,000 | 80,30,000 |
| Kamuthi Biotech Private Limited - Loan Given | 80,30,000 | 80,30,000 | 80,30,000 |
| Kamuthi Cultivation Private Limited - Loan Given | 80,25,000 | 80,25,000 | 80,25,000 |
| Kedarnath Barter Private Limited - Loan Given | 71,82,000 | 71,82,000 | 71,82,000 |
| Kedarnath Mercantile Private Ltd - Loan Given | 72,85,000 | 72,85,000 | 72,85,000 |
| Khatu Vinimay Private Limited | 73,35,000 | 73,35,000 | 73,35,000 |
| Khatu Vyapaar Private Limited - Loan Given | 73,85,000 | 73,85,000 | 73,85,000 |
| Kilkudi Agriculture Private Limited | 80,25,000 | 80,25,000 | 80,25,000 |
| Kilkudi Biocrops Private Limited | 80,20,000 | 80,20,000 | 80,20,000 |



| | | | |
|---|-------------|-------------|-------------|
| Kilkudi Biotech Private Limited | 80,30,000 | 80,30,000 | 80,20,000 |
| Kilkudi Cultivation Private Limited | 80,25,000 | 80,25,000 | 80,30,000 |
| Kilkudi Farming Private Limited | 80,30,000 | 80,30,000 | 80,25,000 |
| Kristardhi Biocrops Private Limited | 1,40,45,000 | 1,40,45,000 | 80,30,000 |
| Krishardhi Cultivation Private Limited | 1,40,45,000 | 1,40,45,000 | 1,40,45,000 |
| Ksetrajiva Cultivation Private Limited | 1,40,20,000 | 1,40,20,000 | 1,40,45,000 |
| Ksetrajiva Farming Private Limited | 1,40,35,000 | 1,40,35,000 | 1,40,20,000 |
| Mallesh Barter Private Limited | 72,37,000 | 72,37,000 | 1,40,35,000 |
| Mallesh Vinimay Private Limited | 72,52,000 | 72,52,000 | 72,37,000 |
| Makhanchor Mercantile Private Limited | 72,62,000 | 72,62,000 | 72,52,000 |
| Makhanchor Tie Up Private Limited | 72,57,000 | 72,57,000 | 72,62,000 |
| Mansaravar Barter Private Limited | 66,40,000 | 66,40,000 | 72,57,000 |
| MAN SAROVAR TIE UP PVT LTD | 71,82,000 | 71,82,000 | 66,40,000 |
| Matrix Krishi Farming Private Limited | 65,80,000 | 65,80,000 | 71,82,000 |
| Moonlight Biocrop Private Limited | 66,10,000 | 66,10,000 | 65,80,000 |
| Murlidhar Barter Private Limited - Loan Given | 72,47,000 | 72,47,000 | 66,10,000 |
| Murlidhar Mercantile Private Limited | 72,42,000 | 72,42,000 | 72,47,000 |
| Murlidhar Vinimay Private Limited | 72,42,000 | 72,42,000 | 72,42,000 |
| Narcissus Bio Crops Private Limited | 1,40,45,000 | 1,40,45,000 | 72,42,000 |
| Natrise Biocrops Private Limited | 90,40,000 | 90,40,000 | 1,40,45,000 |
| Nubressa Biocrops Private Limited | 90,40,000 | 90,40,000 | 90,40,000 |
| Pawandoot Mercantile Pvt Ltd | 77,30,000 | 77,30,000 | 90,40,000 |
| Prakash Barter Private Ltd - Loan | 65,74,000 | 65,74,000 | 77,30,000 |
| Prakash Mercantile Private Limited | 65,65,000 | 65,65,000 | 65,74,000 |



| | | |
|---|-------------|-------------|
| Purasalur Agriculture Pvt Ltd - Loan | 90,40,000 | 90,40,000 |
| Purasalur Bio crops Private Limited | 80,30,000 | 80,30,000 |
| Purasalur Biotech Private Limited | 90,40,000 | 90,40,000 |
| Purasalur Cultivation Private Limited | 90,40,000 | 90,40,000 |
| Purasalur Farming Private Limited | 80,30,000 | 80,30,000 |
| Quantum Cultivation Private Limited | 90,40,000 | 90,40,000 |
| Rajngandha Barter Private Limited | 77,45,000 | 90,40,000 |
| Rajngandha Mercantile Private Limited | 73,05,000 | 77,45,000 |
| Rama Tie Up Private Limited | 77,65,000 | 73,05,000 |
| Ramavar Commotrade Private Limited | 77,30,000 | 77,65,000 |
| Ranthambhor Vinimay Private Limited | 72,80,000 | 77,30,000 |
| Roshni Vyapaar Private Limited | 73,00,000 | 72,80,000 |
| Samwardhan Agriculture Private Limited | 90,40,000 | 73,00,000 |
| Samwardhan Bio crops Private Limited | 90,40,000 | 90,40,000 |
| Samwardhan Farming Private Limited | 1,40,13,000 | 90,40,000 |
| Savera Vyapaar Private Limited | 77,05,000 | 1,40,13,000 |
| Sawariya Barter Private Limited | 77,35,000 | 77,05,000 |
| Shees Ke Dani Natural Resources Private Limited | 77,40,000 | 77,35,000 |
| Sherewati Barter Private Limited | 67,75,000 | 77,40,000 |
| Sita Tie Up Private Limited | 77,20,000 | 67,75,000 |
| Skyview Sales Private Limited | 77,14,000 | 77,20,000 |
| Sproutfully Agriculture Private Limited | 1,40,00,000 | 77,14,000 |
| Sproutfully Bio crops Private Limited | 90,40,000 | 1,40,00,000 |
| Sproutfully Cultivation Private Limited | 90,40,000 | 90,40,000 |
| Sproutfully Farming Private | 1,40,10,000 | 90,40,000 |



| | | | |
|---------------------------------------|-----------------------|--|-----------------------|
| Limited | | | 1,40,10,000 |
| Tiger Barter Private Limited | 72,27,000 | | |
| Tiger Tie Up Private Limited | 76,84,000 | | 72,27,000 |
| Tiger Tradelink Private Limited | 77,20,000 | | 76,84,000 |
| Trimurti Barter Private Limited | 77,20,000 | | 77,20,000 |
| Trinity Tie Up Private Limited | 77,30,000 | | 77,20,000 |
| Trueman Tradecom Private Limited | 77,00,000 | | 77,30,000 |
| Vagyalakshmi Barter Private Limited | 77,05,000 | | 77,00,000 |
| Vagyalakshmi Tie Up Private Limited | 76,94,000 | | 77,05,000 |
| Vitanomic Agriculture Private Limited | 90,40,000 | | 76,94,000 |
| Vitanomic Bio crops Private Limited | 90,40,000 | | 90,40,000 |
| Wisful Agriculture Private Limited | 1,40,48,000 | | 90,40,000 |
| Wisful Bio crops Private Limited | 1,40,34,999 | | 1,40,48,000 |
| Wisful Cultivation Private Limited | 1,40,26,999 | | 1,40,34,999 |
| Total | 1,56,89,27,998 | | 1,56,89,27,998 |
| Total (†+†) = 1 | 4,51,86,27,998 | | 4,51,86,27,998 |

| Sl. No | Account Head | Description | Amount |
|--------|--|-------------|-------------|
| 2) | Advance Income Tax & TDS | | |
| | AY 2007-2008 | | 17,623 |
| | AY 2016-2017 | | 5,45,557 |
| | AY 2019-2020 | | 1,29,30,160 |
| | AY 2020-2021 | | 8,46,33,223 |
| | Income Tax Refund receivable for Asst Year 2006-07 | | 21,730 |
| | Income Tax Refund | | 54,988 |

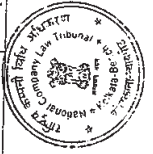


| | | | |
|--|---|----------------|--|
| receivable for Asst Year 2011-12 | | | |
| Income Tax Refund receivable for Asst Year 2018-19 | | 1,29,98,513 | |
| Total (i) | | 11,12,01,794 | |
| Less: | | | |
| Provision for Taxation AY 2019-20 | | 1,23,50,000 | |
| Provision for Taxation AY 2020-21 | | 9,00,00,000 | |
| Total (ii) | | 10,23,50,000 | |
| Net Advance tax (i-ii) | | 88,51,794 | |
| 3) Prepaid Expenses | | | |
| | Upfront Subscription Charges for Black Rook NCD - Asia Pac Pr Cr Opp I Sing Pte Ltd | 1,64,55,560 | |
| | IDFC First Bank Limited - Arrangement Fees for Black Rook NCD | 90,17,647 | |
| | Arrangement Fees for JP Morgan NCD | 53,54,523 | |
| | CRIF High Mark Credit Information Private Limited(Annual Membership Fees) | 437 | |
| | Total | 3,08,28,167 | |
| 4) Input Tax Credit | | | |
| GST | | 70,54,234 | |
| Grand Total (1+2+3+4) | | 4,56,53,62,193 | |

Other Current Assets as on 31st March 2020

| Sl. No | Particular | Gross Amount | Provision for NPA | Net Amount |
|--------|---|--------------|-------------------|--------------|
| 1) | Interest Receivable as on 31st March 2020 | | | |
| | Emami Agrotech Ltd. | 10,36,43,662 | | |
| | New Way Constructions Limited | 19,75,095 | | 10,36,43,662 |
| | Everline Abasan LLP | 1,35,000 | | 19,75,095 |
| | | | | 1,35,000 |

| | | | |
|---------------------------|-----------|-----------|-----------|
| Everline Avias LLP | 1,35,720 | 1,35,720 | 1,35,720 |
| Everline Buildcon LLP | 1,35,000 | 1,35,000 | 1,35,000 |
| Everline Builders LLP | 1,35,000 | 1,35,000 | 1,35,000 |
| Everline Conclave LLP | 1,35,000 | 1,35,000 | 1,35,000 |
| Everline Constech LLP | 1,35,000 | 1,35,000 | 1,35,000 |
| Everline Construction LLP | 1,35,000 | 1,35,000 | 1,35,000 |
| Everline Highrise LLP | 1,35,000 | 1,35,000 | 1,35,000 |
| Everline Towers LLP | 1,35,719 | 1,35,719 | 1,35,719 |
| Snowline Abasan LLP | 2,51,495 | 2,51,495 | 2,51,495 |
| Snowline Apartments LLP | 1,39,321 | 1,39,321 | 1,39,321 |
| Snowline Brick LLP | 2,68,343 | 2,68,343 | 2,68,343 |
| Snowline Buildcon LLP | 2,59,776 | 2,59,776 | 2,59,776 |
| Snowline Conclave LLP | 2,68,343 | 2,68,343 | 2,68,343 |
| Snowline Enclave LLP | 1,21,320 | 1,21,320 | 1,21,320 |
| Snowline Estates LLP | 1,21,680 | 1,21,680 | 1,21,680 |
| Snowline Homes LLP | 2,65,824 | 2,65,824 | 2,65,824 |
| Snowline Highrise LLP | 2,59,057 | 2,59,057 | 2,59,057 |
| Snowline Housing LLP | 1,35,000 | 1,35,000 | 1,35,000 |
| Snowline Niketan LLP | 2,51,855 | 2,51,855 | 2,51,855 |
| Snowline Nivas LLP | 2,64,023 | 2,64,023 | 2,64,023 |
| Snowline Promoters LLP | 1,37,376 | 1,37,376 | 1,37,376 |
| Snowline Properties LLP | 1,35,000 | 1,35,000 | 1,35,000 |
| Snowline Realtors LLP | 1,35,359 | 1,35,359 | 1,35,359 |
| Snowline Residency LLP | 2,68,343 | 2,68,343 | 2,68,343 |
| Snowline Towers LLP | 2,68,343 | 2,68,343 | 2,68,343 |
| Snowline Vila LLP | 2,51,855 | 2,51,855 | 2,51,855 |
| Viewline Abasan LLP | 1,35,792 | 1,35,792 | 1,35,792 |
| Viewline Ashiana LLP | 1,35,072 | 1,35,072 | 1,35,072 |
| Viewline Buildcon LLP | 1,37,376 | 1,37,376 | 1,37,376 |
| Viewline Builders LLP | 1,35,072 | 1,35,072 | 1,35,072 |
| Viewline Constech LLP | 1,21,680 | 1,21,680 | 1,21,680 |
| Viewline Estates LLP | 90,000 | 90,000 | 90,000 |
| Viewline Heights LLP | 1,37,376 | 1,37,376 | 1,37,376 |
| Viewline Highrise LLP | 1,35,071 | 1,35,071 | 1,35,071 |
| Viewline Housing LLP | 2,73,959 | 2,73,959 | 2,73,959 |
| Viewline Niketan LLP | 1,21,320 | 1,21,320 | 1,21,320 |
| Viewline Projects LLP | 1,21,320 | 1,21,320 | 1,21,320 |
| Viewline Promoters LLP | 1,35,361 | 1,35,361 | 1,35,361 |
| Viewline Properties LLP | 1,37,376 | 1,37,376 | 1,37,376 |
| Viewline Residency LLP | 1,35,072 | 1,35,072 | 1,35,072 |
| Viewline Vila LLP | 1,38,097 | 1,38,097 | 1,38,097 |
| AMRI Hospitals Limited | 78,55,143 | 78,55,143 | 78,55,143 |

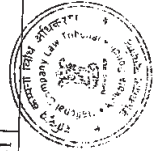


| | | |
|---|--------------|--------------|
| AMRI Hospitals Limited | 1,32,01,183 | 1,32,01,183 |
| Emami Cement Limited | 15,80,164 | 15,80,164 |
| Emami Cement Limited | 10,96,47,534 | 10,96,47,534 |
| Orbit Projects Private Limited | 2,82,80,695 | 2,82,80,695 |
| Senelta Enclave Private Limited | 12,39,897 | 12,39,897 |
| Super View Constructions Pvt Ltd | 43,554 | 43,554 |
| Albarross Biocrop LLP | 56,51,717 | 56,51,717 |
| Aditya Vincome Private Limited | 2,42,511 | 2,42,511 |
| Amarnath Barter Private Limited | 2,43,922 | 2,43,922 |
| Amarnath Vinimay Private Limited | 2,43,922 | 2,43,922 |
| Ambe Tie Up Pvt Ltd- | 2,07,083 | 2,07,083 |
| Aravali Barter Private Limited | 2,41,884 | 2,41,884 |
| Aravali Tie Up Pvt Ltd | 2,38,279 | 2,38,279 |
| Barbrik Barter Private Limited | 2,42,824 | 2,42,824 |
| Benison Tie Up Pvt Ltd- Loan Given | 2,37,495 | 2,37,495 |
| Bhagwati Financial Advisory Services Pvt Ltd - Loan | 2,07,239 | 2,07,239 |
| Bhagwati Financial Consultants Pvt Ltd - Loan Given | 4,39,562 | 4,39,562 |
| Bishwanath Barter Private Limited - Loan | 2,03,289 | 2,03,289 |
| Bishwanath Teup Pvt Limited- Loan Given | 2,43,295 | 2,43,295 |
| Bondhampuli Crops Private Limited - Loan Given | 4,40,032 | 4,40,032 |
| Dreamland Harvest Pvt Ltd - Loan Given | 1,57,076 | 1,57,076 |
| Gauri Shankar Barter Pvt Ltd- Loan Given | 2,41,100 | 2,41,100 |
| Golden Biocrop Private Limited- Loan Given | 1,57,233 | 1,57,233 |
| Goodluck Barter Private Limited - Loan Given | 2,42,668 | 2,42,668 |
| Govinddham Barter Pvt Ltd - Loan Given | 2,42,668 | 2,42,668 |
| Govinddham Tie Up Pvt Ltd- Loan Given | 2,25,643 | 2,25,643 |
| Govinddham Vinimay Private Limited - Loan Given | 2,26,741 | 2,26,741 |
| Greenview Agriculture Private Limited D. | 2,02,380 | 2,02,380 |
| Gulab Barter Private Limited - Given | 2,43,139 | 2,43,139 |
| Gulab Mercantile Private Limited - Given | 2,41,727 | 2,41,727 |
| Gulab Vinimay Private Limited - Given | 1,98,775 | 1,98,775 |
| Kadamangalam Agriculture Pvt Ltd - | 2,51,761 | 2,51,761 |

| | | |
|--|----------|----------|
| Kadamangalam Bio Crops Private Limited- | 2,51,603 | 2,51,603 |
| Kadamangalam Crops Private Ltd - | 2,51,761 | 2,51,761 |
| Kadamangalam Cultivation Private Limited - Giv | 2,51,761 | 2,51,761 |
| Kadamangalam Farming Private Limited | 2,51,603 | 2,51,603 |
| Kadamangal Biotech Private Limited - | 2,51,603 | 2,51,603 |
| Kailash Parvat Vinimay Private Limited - Given | 2,25,643 | 2,25,643 |
| Kalakari Agriculture Private Limited - Given | 4,39,780 | 4,39,780 |
| Kalakari Biocrops Private Limited- Given | 2,83,426 | 2,83,426 |
| Kalakari Cultivation Pvt Ltd - Given | 4,39,248 | 4,39,248 |
| Kalakari Farming Private Ltd - Loan Given | 2,83,426 | 2,83,426 |
| Kamuthi Agriculture Private Limited - Loan Given | 2,51,761 | 2,51,761 |
| Kamuthi Biocrops Private Ltd - Loan Given | 2,51,761 | 2,51,761 |
| Kamuthi Biotech Private Limited - Loan Given | 2,51,761 | 2,51,761 |
| Kamuthi Cultivation Private Limited- Loan Given | 2,51,603 | 2,51,603 |
| Kedamath Barter Private Limited - Loan Given | 2,25,174 | 2,25,174 |
| Kedamath Mercantile Private Ltd - Loan Given | 2,28,403 | 2,28,403 |
| Khatu Vinimay Private Limited | 2,29,971 | 2,29,971 |
| Khatu Vyapaar Private Limited - Loan Given | 2,31,538 | 2,31,538 |
| Kilkudi Agriculture Private Limited | 2,51,603 | 2,51,603 |
| Kilkudi Biocrops Private Limited | 2,51,446 | 2,51,446 |
| Kilkudi Biotech Private Limited | 2,51,761 | 2,51,761 |
| Kilkudi Cultivation Private Limited | 2,51,603 | 2,51,603 |
| Kilkudi Farming Private Limited | 2,51,761 | 2,51,761 |
| Kristardhi Biocrops Private Limited | 4,40,346 | 4,40,346 |
| Kristardhi Cultivation Private Limited | 4,40,346 | 4,40,346 |
| Ksetrajiva Cultivation Private Limited | 4,39,562 | 4,39,562 |
| Ksetrajiva Farming Private Limited | 4,40,032 | 4,40,032 |
| Mahesh Barter Private Limited | 2,26,898 | 2,26,898 |
| Mahesh Vinimay Private Limited | 2,27,368 | 2,27,368 |
| Makhanchor Mercantile Private Limited | 2,27,682 | 2,27,682 |
| Makhanchor Tie Up Private Limited | 2,27,524 | 2,27,524 |
| Mansaravar Barter Private Limited | 2,08,180 | 2,08,180 |



| | | | |
|---|----------|----------|----------|
| MANSAROVAR TIE UP PVT LTD | 2,25,174 | 2,25,174 | 2,25,174 |
| Matrix Krishi Farming Private Limited | 2,06,299 | 2,06,299 | 2,06,299 |
| Moonlight Biocrop Private Limited | 2,07,239 | 2,07,239 | 2,07,239 |
| Murlihdar Barter Private Limited- Loan Given | 2,27,211 | 2,27,211 | 2,27,211 |
| Murlihdar Mercantile Private Limited | 2,27,055 | 2,27,055 | 2,27,055 |
| Murlihdar Vinimay Private Limited | 2,27,055 | 2,27,055 | 2,27,055 |
| Narcissus Bio Crops Private Limited | 4,40,346 | 4,40,346 | 4,40,346 |
| Narise Biocrops Private Limited | 2,83,426 | 2,83,426 | 2,83,426 |
| Nutressa Biocrops Private Limited | 2,83,426 | 2,83,426 | 2,83,426 |
| Pawandoot Mercantile Pvt Ltd | 2,42,355 | 2,42,355 | 2,42,355 |
| Prakash Barter Private Ltd - Loan | 2,06,111 | 2,06,111 | 2,06,111 |
| Prakash Mercantile Private Limited | 2,05,829 | 2,05,829 | 2,05,829 |
| Purasalur Agriculture Pvt Ltd - Loan | 2,83,426 | 2,83,426 | 2,83,426 |
| Purasalur Biocrops Private Limited | 2,51,761 | 2,51,761 | 2,51,761 |
| Purasalur Biotech Private Limited | 2,83,426 | 2,83,426 | 2,83,426 |
| Purasalur Cultivation Private Limited | 2,83,426 | 2,83,426 | 2,83,426 |
| Purasalur Farming Private Limited | 2,51,761 | 2,51,761 | 2,51,761 |
| Quantum Cultivation Private Limited | 2,83,426 | 2,83,426 | 2,83,426 |
| Rajnigandha Barter Private Limited | 2,42,824 | 2,42,824 | 2,42,824 |
| Rajnigandha Mercantile Private Limited | 2,29,029 | 2,29,029 | 2,29,029 |
| Rama Tie Up Private Limited | 2,43,452 | 2,43,452 | 2,43,452 |
| Ramavtar Commotrade Private Limited | 2,42,982 | 2,42,982 | 2,42,982 |
| Ranthambhor Vinimay Private Limited | 2,28,246 | 2,28,246 | 2,28,246 |
| Roshni Vyapaar Private Limited | 2,28,873 | 2,28,873 | 2,28,873 |
| Samwardhan Agriculture Private Limited | 2,83,426 | 2,83,426 | 2,83,426 |
| Samwardhan Biocrops Private Limited | 2,83,426 | 2,83,426 | 2,83,426 |
| Samwardhan Farming Private Limited | 4,39,342 | 4,39,342 | 4,39,342 |
| Savera Vyapaar Private Limited | 2,41,571 | 2,41,571 | 2,41,571 |
| Sawariya Barter Private Limited | 2,42,511 | 2,42,511 | 2,42,511 |
| Shees Ke Dani Natural Resources Private Limited | 2,42,668 | 2,42,668 | 2,42,668 |
| Sherewali Barter Private Limited | 2,12,413 | 2,12,413 | 2,12,413 |
| Sita Tie Up Private Limited | 2,42,041 | 2,42,041 | 2,42,041 |
| Skyview Sales Private Limited | 2,41,852 | 2,41,852 | 2,41,852 |
| Sproutfully Agriculture Private Limited | 4,38,934 | 4,38,934 | 4,38,934 |
| Sproutfully Biocrops Private Limited | 2,83,426 | 2,83,426 | 2,83,426 |
| Sproutfully Cultivation Private Limited | 2,83,426 | 2,83,426 | 2,83,426 |
| Sproutfully Farming Private Limited | 4,39,248 | 4,39,248 | 4,39,248 |
| Tiger Barter Private Limited | 2,26,584 | 2,26,584 | 2,26,584 |
| Tiger Tie Up Private Limited | 2,40,912 | 2,40,912 | 2,40,912 |
| Tiger Tradelink Private Limited | 2,42,041 | 2,42,041 | 2,42,041 |



70

| | | |
|---|---------------------|---------------------|
| Trimurti Barter Private Limited | 2,42,041 | 2,42,041 |
| Trinity Tie Up Private Limited | 2,42,355 | 2,42,355 |
| Trueman Tradecom Private Limited | 2,41,414 | 2,41,414 |
| Vagyalakshmi Barter Private Limited | 2,41,571 | 2,41,571 |
| Vagyalakshmi Tie Up Private Limited | 2,41,226 | 2,41,226 |
| Vitanomic Agriculture Private Limited | 2,83,426 | 2,83,426 |
| Vitanomic Biocrops Private Limited | 2,83,426 | 2,83,426 |
| Wisful Agriculture Private Limited | 4,40,439 | 4,40,439 |
| Wisful Biocrops Private Limited | 4,40,032 | 4,40,032 |
| Wisful Cultivation Private Limited | 4,39,780 | 4,39,780 |
| Total of Interest Receivable - A | 30,89,91,215 | 30,89,91,215 |

SCHEDULE OF ASSETS

Schedule of Assets of Zen Business Pvt Ltd, the Transferor Company to be transferred to and vested in Midkot Investments Private Limited, Transferee Company as on Appointed Date - closing hours of business of 31st March, 2020

PART - I

(A short description of the Freehold Property of the Transferor Company)
Land at Madurai, Tamil Nadu

| Sl No. | Name of the Property & Land | Area/ Other details | Amount | Details of Property |
|--------|-----------------------------|---------------------|-----------|---------------------|
| 1) | Land at Madurai | 58.48 Acres | 19,96,728 | See Note I Below |

Note I - Details of Madurai Land

| District | Sub Registration District | VILLAGE | SF.NO. | ACRE |
|----------------|---------------------------|------------------|--------|-------|
| Ramanathapuram | Perunazhi | T.V.S.Puram | 187-2 | 2.03 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 197-4 | 1.58 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 195-3 | 0.52 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 198 | 13.52 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 195-4 | 4.38 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 185-2A | 3.17 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 185-2B | 0.94 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | 39-1A | 1.16 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | 36-1 | 1.87 |
| Ramanathapuram | Perunazhi | Thimmanadhapuram | 40-2 | 0.83 |
| Ramanathapuram | Perunazhi | T.V.S.Puram | 1-2 | 1.72 |



71
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Details of Investments as on 31st March ' 2020

| Particulars | | Annexure 1 | |
|-------------|--|------------|--------------|
| Sl. No | Particulars | Face Value | No. of Share |
| | Non-Trade Investments (Valued at cost unless stated otherwise) | | |
| | Quoted Equity Shares (Fully Paid up) | | |
| | Emami Frank Ross Limited | 10 | 3,48,021 |
| | Devee Commercials Limited | 10 | 5,71,450 |
| | Total | | 17,42,210 |
| | Unquoted Equity Shares (Fully Paid up) | | |
| | EFL Foods Limited | 10 | 50,000 |
| | DTL Asiana Private Limited | 10 | 1,780 |
| | Shopper City Maintenance Co. Private Limited | 1 | 16,000 |
| | Total | | 1,85,300 |
| | Grand Total | | 76,56,297 |

Property, Plant & Equipment

| Annexure 2 | | Annexure 3 | |
|------------|-----------------------------|-------------|-----------|
| Sl No. | Name of the Property & Land | Gross Value | Net Block |
| 1) | Land at Madurai | 19,96,728 | 19,96,728 |
| 2) | Borewell at Madurai Land | 7,79,899 | 38,994 |
| | Total | 27,76,627 | 20,35,722 |

Long Term Loans & Advances as on 31st March 2020

| Sl No. | Account Head | Description | Amount |
|--------|------------------|--|--------------|
| 1 | Capital Advances | Mr. P. Devaraj | 21,150 |
| | | Advance against expenditure towards Madurai land | |
| 2 | Other Advances | Advance against purchase of Art Work | 12,00,00,000 |
| | | Sub Total | 12,00,21,150 |
| 3 | Security Deposit | Deposit against Rent (Emami Group of Companies Pvt Ltd) | 26,000 |
| | | Sub Total | 26,000 |
| | | Grand Total | 12,00,47,150 |

| Perunazhi | T.V.S.Puram | 3--1 | 2.56 |
|----------------|------------------|-------|-------|
| Ramanathapuram | T.V.S.Puram | 3--3 | 2.05 |
| Ramanathapuram | T.V.S.Puram | 186-3 | 2.27 |
| Ramanathapuram | T.V.S.Puram | 9--1 | 6.05 |
| Ramanathapuram | T.V.S.Puram | 10--4 | 1.48 |
| Ramanathapuram | T.V.S.Puram | 184-2 | 1.88 |
| Ramanathapuram | T.V.S.Puram | 229 | 7.05 |
| Ramanathapuram | Thimmanathapuram | 297-1 | 3.42 |
| | | | 58.48 |

PART - II
(A short description of the Lease-hold Property of the Transferor Company)

PART - III
(A Short description of all Fixed Assets, Investment in Shares, Inventory and other chooses in action of the Transferor Company - Zen Business Pvt Ltd)

Schedule of Assets

| Description of Assets | Amount (INR) |
|-----------------------------|--------------|
| Non-Current Investment | 76,56,297 |
| Property, Plant & Machinery | 20,35,722 |
| Long Term Loans & Advances | 12,00,47,150 |
| Cash and Cash equivalents | 2,28,599 |
| | 12,99,67,768 |

PAN:- AACZ1886C
TAN:- CAL200151E
GST:-

NA



Cash and Cash equivalents as at 31.03.2020

| Sl. No. | Particulars | Account No. | Branch | Annexure 4 Amount (Rs.) |
|---------|---------------------------------------|------------------------------------|--|-------------------------|
| 1 | Cash in Hand | | | 43,018 |
| 2 | Balances with Bank | | | |
| | | Axis Bank Ltd. 253010200008440 | Ground Floor, The Chamber, 1865, Rajdanga Main Road, Kolkata - 700 107 | 1,29,916 |
| | | Kotak Mahindra Bank 03232010000204 | Ground Floor-2, Brabourne Road, Kolkata - 700 001 | 55,665 |
| | Total | | | 1,85,581 |
| | Total Cash and Cash Equivalent | | | 2,28,599 |



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 No. of Pages 155
 Copying Fee 7
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 Total 14
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 Date of Preparation of Copy 12/12/2021
 Date of Deliver of Copy 12/12/2021

[Signature]
 DD / D. R. / Court Officer
 National Company Law Tribunal
 74 Kolkata Bench