



GML/DEL/2022-23
August 09, 2022

Bombay Stock Exchange Limited Floor 25, P J Towers, Dalal Street, Mumbai- 400 001. INDIA Scrip Code: 532726	National Stock Exchange of India Limited "EXCHANGE PLAZA", Bandra – Kurla Complex, Bandra (East), Mumbai- 400 051. INDIA Symbol: GALLANTT
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Sir/Madam,

SUB: SUBMISSION OF DISCLOSURE UNDER REGULATION 29(1) OF THE SEBI (SAST) REGULATIONS, 2011

Please find enclosed herewith disclosure under Regulation 29(1) of the SEBI (SAST) Regulations, 2011 as received from M/s. Nihon Impex Private Limited in respect of acquisition of shares of the Company pursuant to the Scheme of Amalgamation.

Thanking You,

Yours faithfully,

For GALLANTT ISPAT LIMITED
(Formerly known as Gallantt Metal Limited)

GALLANTT ISPAT LIMITED

Company Secretary

Arnab Banerji
(CS & COMPLIANCE OFFICER)
M. No. A59335

GALLANTT ISPAT LIMITED

(Formerly known as Gallantt Metal Limited)

Registered Office: "GALLANTT HOUSE", I-7, Jangpura Extension, New Delhi -110014

Telefax: 011-45048767/41645392, 033-46004831, E-mail: csgml@gallantt.com, Website: www.gallantt.com

Corporate Office: 1, Crooked Lane, Second Floor, Room Nos. 222 & 223, Kolkata - 700069 Tel: 033-46004831

CIN: L27109DL2005PLC350524

NIHON



Date: 09.08.2022

Bombay Stock Exchange Limited Floor 25, P J Towers, Dalal Street, Mumbai- 400 001. INDIA	National Stock Exchange of India Limited "EXCHANGE PLAZA", Bandra – Kurla Complex, Bandra (East), Mumbai- 400 051. INDIA
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Sir/Madam,

SUB: SUBMISSION OF DISCLOSURE UNDER REGULATION 29(1) OF THE SEBI (SAST) REGULATIONS, 2011

Please find enclosed herewith disclosure under Regulation 29(1) of SEBI (SAST) Regulations, 2011 in respect of acquisition of shares of Gallantt Metal Limited (Name changed as Gallantt Ispat Limited) pursuant to the Scheme of Amalgamation.

Please acknowledge the receipt and oblige.

Thanking you,

Yours faithfully,
For NIHON IMPEX PRIVATE LIMITED

A handwritten signature in blue ink that reads "Anurag Khetan".

ANURAG KHETAN
DIRECTOR
DIN: 08304672

Encl: As above

CC: Board of Directors, GALLANTT METAL LIMITED, "Gallantt House", I – 7, Jangpura Extension, New Delhi - 110014

NIHON IMPEX PRIVATE LIMITED

RBI REGISTRATION No.: 05.02406 Dt.16.05.1998

CIN No.: U51109WB1992PTC056119

Address- 502, Gokul Colony, Purdilpur, Gorakhpur U.P.-273001

Email Id.: impexnihon@gmail.com

Disclosures under Regulation 29(1) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Part A- Details of Acquisition

Name of the Target Company (TC)	GALLANTT METAL LIMITED **		
Name(s) of the acquirer/seller and Persons Acting in Concert (PAC) with the acquirer/seller	NIHON IMPEX PRIVATE LIMITED		
Whether the acquirer/seller belongs to Promoter/Promoter group	NO		
Name(s) of the Stock Exchange(s) where the shares of TC are Listed	BOMBAY STOCK EXCHANGE LIMITED & NATIONAL 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 acquirer along with PACs of:			
a) Shares carrying voting rights	1,90,000	0.234 %	0.234 %
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+b+c+d)	1,90,000	0.234 %	0.234 %
Details of acquisition/sale			
a) Shares carrying voting rights acquired/sold	4,49,86,736	18.645 %	18.645 %
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) acquired/sold	--	--	--

Anurag Khetu

d) Shares encumbered / invoked/released by the acquirer.	--	--	--
e) Total (a+b+c+d)	4,49,86,736	18.645 %	18.645 %
After the acquisition/sale, holding of acquirer along with PACs of:			
a) Shares carrying voting rights	4,51,76,736	18.724 %	18.724 %
b) Shares encumbered with the acquirer	6	--	--
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+b+c+d)	4,51,76,736	18.724 %	18.724 %
Mode of acquisition/sale (e.g. open market / off-market / public issue / rights issue / preferential allotment / inter-se transfer etc.)	Allotment of shares pursuant to Scheme of Amalgamation		
Salient features of the securities acquired including time till redemption, ratio at which it can be converted into equity shares, etc.	N.A.		
Date of acquisition/sale of shares / VR or date of receipt of intimation of allotment of shares, whichever is applicable	08.08.2022		
Equity share capital/ total voting capital of the TC before the said acquisition	8,13,22,324 Equity Shares of Rs. 10/- each		
Equity share capital/ total voting capital of the TC after the said acquisition	24,12,80,945 Equity Shares of Rs. 10/- each		
Total diluted share/voting capital of the TC after the said acquisition	24,12,80,945 Equity Shares of Rs. 10/- each		

** Name changed as Gallantt Ispat Limited

Part – B

Name of the Target Company: GALLANTT METAL LIMITED

Name(s) of the acquirer and Persons Acting in Concert (PAC) with the acquirer	Whether the acquirer belongs to	PAN of the acquirer and/ or PACs
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Anurag Kulkarni

	Promoter/Promoter group	
Nihon Impex Private Limited	No	AAACN8852E

For NIHON IMPEX PRIVATE LIMITED

Anurag Khetan

**ANURAG KHETAN
DIRECTOR
DIN: 08304672**

Place: Gorakhpur

Date: 08.08.2022

Note:

Wallstreet Distributor Private Limited (Wallstreet), Warner Dealcom Private Limited (Warner) and Utkarsh Dealer Private Limited (Utkarsh) have been amalgamated with Nihon Impex Private Limited vide its order passed by the Honorable National Company Law Tribunal, Kolkata Bench. Hence, shares held by Wallstreet, Warner and Utkarsh is consolidated with the shares held by Nihon Impex Private Limited. Copy of said order is enclosed herewith.

भारतीय गैर न्यायिक

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रुपये
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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

42AB 386948

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH

CP (CAA) No. 1589 / KB / 2019

CA (CAA) No. 384 / KB / 2019

In the matter of the Companies Act, 2013; Section – 230-232

AND

In the matter of: Nihon Impex Pvt. Ltd. & Ors

Certified Copy of the Order dated 29.11.2019 passed by this Bench.



302874

MAROTTI & ASSOCIATES
9/12, Lal Bazar Street
3rd Floor, Kolkata-700001

S.L. No. Sold To

Rs. Address

G.C. SAHA

(Govt.) LICENSED STAMP VENDOR
11A, Mirza Galib Street, Kot-87

Issue Date Sign

18 NOV 2019

Form No. CAA.7

[Pursuant to section 232 and rule 20]

IN THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH

C.P (CAA) NO 1589 / KB / 2019

CONNECTED WITH

CA (CAA) NO 384 / KB / 2019

In the matter of:

An application under sections 230 to 232 of the Companies Act, 2013 read with Rule 15 of the Companies(Compromises,Arrangements and Amalgamation) Rules, 2016

AND

In the Matter of:

NIHON IMPEX PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Crooked Lane, Room No. 7A, First Floor, Kolkata - 700069, West Bengal within the aforesaid jurisdiction;

AND



In the matter of:

CAMPBELL PROJECTS LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata - 700069, in State of West Bengal within the aforesaid jurisdiction;

AND

In the matter of:

GAGNEH AGRO LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata - 700069 in State of West Bengal within the aforesaid jurisdiction;

AND

In the matter of:

LIFEWOOD PROPERTIES LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata - 700069 in State of West Bengal within the aforesaid jurisdiction;

AND

In the matter of:

MATRIBHUMI MERCHANDISE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata - 700069 in State of West Bengal within the aforesaid jurisdiction;



AND

In the matter of:

MOONVIEW COMPLEX LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata - 700069 in State of West Bengal within the aforesaid jurisdiction;

AND

In the matter of:

NIRVANAM MARKETINGPRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata - 700069 in State of West Bengal within the aforesaid jurisdiction;

AND

In the matter of:

RUDRAMUKHI ENCLAVE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata - 700069 in State of West Bengal within the aforesaid jurisdiction;

AND



In the matter of:

SATCHANDI SALES LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata - 700069 in State of West Bengal within the aforesaid jurisdiction;

AND

In the matter of:

STARTREE INFOTECH LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata - 700069 in State of West Bengal within the aforesaid jurisdiction;

AND

In the matter of:

UTKARSH DEALER PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata - 700069 in State of West Bengal within the aforesaid jurisdiction;

AND

In the matter of:

WALLSTREET DISTRIBUTOR PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered



Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata – 700069 in State of West Bengal within the aforesaid jurisdiction;

In the matter of:

WARNER DEALCOM PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata – 700069 in State of West Bengal within the aforesaid jurisdiction;

AND

In the matter of:

1. **NIHON IMPEX PRIVATE LIMITED
(TRANSFeree COMPANY)**
2. **CAMPBELL PROJECTS LIMITED
(TRANSFEROR COMPANY NO 1)**
3. **GAGNEH AGRO LIMITED
(TRANSFEROR COMPANY NO 2)**
4. **LIFEWOOD PROPERTIES LIMITED
(TRANSFEROR COMPANY NO 3)**
5. **MATRIBHUMI MERCHANDISE PRIVATE LIMITED
(TRANSFEROR COMPANY NO 4)**
6. **MOONVIEW COMPLEX LIMITED
(TRANSFEROR COMPANY NO 5)**
7. **NIRVANAM MARKETING PRIVATE LIMITED
(TRANSFEROR COMPANY NO 6)**
8. **RUDHRAMUKHI ENCLAVE PRIVATE LIMITED
(TRANSFEROR COMPANY NO 7)**
9. **SATCHANDI SALES LIMITED
(TRANSFEROR COMPANY NO 8)**
10. **STARTREE INFOTECH LIMITED
(TRANSFEROR COMPANY NO 9)**
11. **UTKARSH DEALER PRIVATE LIMITED**



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- (TRANSFEROR COMPANY NO 10)
12. WALLSTREET DISTRIBUTOR PRIVATE LIMITED
(TRANSFEROR COMPANY NO 11)
13. WARNER DEALCOM PRIVATE LIMITED
(TRANSFEROR COMPANY NO 12)

... .. PETITIONER

Order Under Sections 230 and 232 of the Companies Act,2013

1. The above Company Petition coming on for further hearing on the 29th November, 2019 and upon hearing the advocate appearing for the Petitioners and upon hearing Deputy Director of Regional Directorate, Eastern Region representing the Central Government the final order was passed on the 29th November, 2019.
2. This is a Joint Petition for sanctioning of the Scheme of Arrangement of CAMPBELL PROJECTS LIMITED the Petitioner No 2 above named, GAGNEH AGRO LIMITED the Petitioner No 3 above named, LIFEWOOD PROPERTIES LIMITED the Petitioner No 4 above named, MATRIBHUMI MERCHANDISE PRIVATE LIMITED the Petitioner No 5 above named, MOONVIEW COMPLEX LIMITED the Petitioner No 6 above named, NIRVANAM MARKETING PRIVATE LIMITED the Petitioner No 7 above named, RUDHRAMUKHI ENCLAVE PRIVATE LIMITED the Petitioner No 8 above named, SATCHANDI SALES LIMITED the Petitioner No 9 above named, STARTREE INFOTECH LIMITED the Petitioner No 10 above named, UTKARSH DEALER PRIVATE LIMITED the Petitioner No 11 above named, WALLSTREET DISTRIBUTOR PRIVATE LIMITED the Petitioner No 12 above named, WARNER DEALCOM PRIVATE LIMITED the Petitioner No 13 above named (all "Transferor Companies") with NIHON IMPEX PRIVATE LIMITED the Petitioner No 1 above named ("Transferee Company"), under Section 230 to 232 of the Companies Act , 2013.



3. The object of this petition is to obtain sanction of Tribunal to the Scheme of Amalgamation whereby and where under the entire undertaking of the Transferor Companies together with all assets and liabilities relating thereto on going concern are proposed to be transferred to and vested in the "Transferee Company" with appointed date being 01st April, 2018 on the terms and conditions fully stated in the Scheme of Amalgamation a copy whereof is annexed hereto and marked with the letter **ANNEXURE-A**.

4. It is stated in the application that the reasons that have necessitated and/or justified the said Scheme of Amalgamation are, inter alia as follows:-

- a) Transferor Company No.1 was a Non Banking Finance Company duly registered with Reserve Bank of India and was engaged in Investing and Funding activities. Transferor Company No.2 and Transferor Company No.3 have made deployment of funds in other investable instruments. The Transferee Company is a Non Banking Finance Company duly registered with Reserve Bank of India and is engaged in Investing and Funding activities. Thus, Transferor Company No.1, Transferor Company No.2, Transferor Company No.3 and the Transferee Company have all common business and therefore, they can be combined/adjusted and carried forward conveniently by the Transferee Company with combined strength.
- b) The amalgamation will enable the TRANSFEE COMPANY to consolidate its line of business by restructuring and re-organizing its business activities and capital structure.



- c) The amalgamation will enable the amalgamated Companies to broad base their business activities under the roof of the TRANSFEREE COMPANY.
- d) The amalgamation will result in economy of scale including reduction in overhead expenses relating to management and administration in better and more productive utilization of various resources;
- e) The business of the Company can be conveniently and advantageously combined together and in general business of the Companies concerned and will be carried on more economically and profitably under the Scheme.
- f) The Scheme of Amalgamation will enable the establishment of a larger company with larger resources and a larger capital base enabling further development of the business of the companies concerned. The said scheme will also enable the undertakings and business of the Petitioner Companies to obtain greater facilities possessed and enjoyed by one large company compared with a number of small Company for raising capital, securing and conducting trade on favorable terms and other benefits.
- g) The Scheme will contribute in furthering and fulfilling the objects of the Transferor Companies and the Transferee Company concerned and in the growth and development of these businesses;
- h) The Scheme will strengthen and consolidate the position of the Transferee company and will enable the Transferee company to increase its profitability;
- i) The Scheme will enable the undertakings concerned to pool their resources and to expand their activities;



- j) The Scheme will enable the companies concerned to rationalize and streamline their management, business and finances and to eliminate duplication of work to their common advantages;
- k) The Scheme will have beneficial results for the companies concerned, their shareholders, employees and all concerned.

5. The Board of Directors of the Petitioner Companies have, at their respective Board meetings held on 30th January, 2019, passed resolution approving the Scheme of Amalgamation. A copy of the resolution passed by the Board of Directors of Transferee Company and Transferor Companies, approving the Scheme of Amalgamation, is annexed with the Petition and marked as Annexure- 'AS'.

6. It has been stated in the Company Petition that the assets of the Petitioner companies are sufficient to meet all their liabilities and the said scheme will not adversely affect the rights of any of the creditors of any of the Petitioner Companies in any manner whatsoever.

7. It is stated in the Company Petition that the Petitioner companies have made due provisions for payment of all liabilities as and when the same fell due.

8. It has been stated in the Company Petition that there are no proceedings pending under Section 235 to 251 of the Companies Act, 1956 and Section 217, 219, 221, 224 and 225 of the Companies Act, 2013 against any of the Petitioner companies.

9. It has been stated in the Company Petition that the present Scheme of Amalgamation does not contain or provide for Corporate Debt Restructuring.



10. It is further stated in the Company Petition that the Scheme of Amalgamation does not contain or provide for any compromise or arrangements with any of the creditors of the Petitioner Companies.
11. It is further stated in the Company Petition that the Petitioner companies have never issued nor agreed to issue any debenture.
12. This Tribunal had passed an order dated 14th October, 2019, in the Petition bearing CP (CAA) No.1589/KB/2019, connected with CA(CAA) No. 384/KB/2019, and directed publication to be effected of the hearing of the Petition, issuance of the notices of this Petition to the statutory authorities for their objections, if any.
13. In compliance with the order dated 14th October, 2019, passed in CP (CAA) NO. 1589/KB/2019, connected with CA(CAA) No. 384/KB/2019, the Petitioner Companies have filed affidavit of service duly affirmed on 5th November, 2019, evidencing publication of notice in the newspapers and service upon the Central Government and Statutory Authorities.
14. The Regional Director, Eastern Region, Ministry of Corporate Affairs, vide his affidavit affirmed on 28th November, 2019, has made the following observation :
- "2(a) It is submitted that as per available records all the petitioner companies are updated in filing their Statutory Returns including Financial Statements and Annual Returns and also made ACTIVE compliance in terms of the provision of Rule 25A of the Companies (Incorporation) Rules, 2014.
- 2(b) It is submitted that as per instructions of the Ministry of Corporate Affairs, New Delhi, a copy of the scheme was forwarded to the Income Tax Department



on 25-09-2019 with a request to forward their comments/observations/objections, if any. However, the same is still awaited."

15. The Petitioner Companies, vide affidavit affirmed on 28th November, 2019, have declared and undertaken that it is out of purview of Section 5 and Section 6 of the Competition Act, 2002, which deals with Business combinations and accordingly, they are not required to make application seeking approval from Competition Commission of India.

16. The Petitioner Companies, vide affidavit affirmed on 28th November, 2019, have stated that subsequent to the publication of the advertisement in the newspapers, the Petitioner Companies have not received any objection from any person in regard to the sanctioning of the Scheme of Amalgamation.

17. The Official Liquidator attached to the Hon'ble High Court, Calcutta, vide his report dated 15th November, 2019 has observed that on the basis of information submitted by the Petitioner Companies, the Official Liquidator is of the view that the affairs of the Transferor Companies do not appear to have been conducted in a manner prejudicial to the interest of its members or to public interest as per the provisions of the Companies Act, 1956/ the Companies Act, 2013 whichever is applicable.

18. Heard the arguments of Ld. Council, appearing for the Petitioner Companies, the Assistant Director, Office of the Regional Director, Eastern Region, Ministry of Corporate Affairs and after going through the documents available on record, the following orders, in terms of prayers made by the Petitioner Companies, are passed by this Tribunal :



THIS TRIBUNAL DOETH ORDER

- a. The Scheme of Amalgamation mentioned in this Petition being Annexure "A" to the Petition, is sanctioned by this Tribunal to be binding with effect from 1st day of April, 2018 on CAMPBELL PROJECTS LIMITED, GAGNEH AGRO LIMITED, LIFEWOOD PROPERTIES LIMITED, MATRIBHUMI MERCHANDISE PRIVATE LIMITED, MOONVIEW COMPLEX LIMITED, NIRVANAM MARKETING PRIVATE LIMITED, RUDHRAMUKHI ENCLAVE PRIVATE LIMITED, SATCHANDI SALES LIMITED, STARTREE INFOTECH LIMITED, UTKARSH DEALER PRIVATE LIMITED, WALLSTREET DISTRIBUTOR PRIVATE LIMITED and WARNER DEALCOM PRIVATE LIMITED with NIHON IMPEX PRIVATE LIMITED and their shareholders and all concerned ;
- b. All the properties, rights and interest of CAMPBELL PROJECTS LIMITED, GAGNEH AGRO LIMITED, LIFEWOOD PROPERTIES LIMITED, MATRIBHUMI MERCHANDISE PRIVATE LIMITED, MOONVIEW COMPLEX LIMITED, NIRVANAM MARKETING PRIVATE LIMITED, RUDHRAMUKHI ENCLAVE PRIVATE LIMITED, SATCHANDI SALES LIMITED, STARTREE INFOTECH LIMITED, UTKARSH DEALER PRIVATE LIMITED, WALLSTREET



DISTRIBUTOR PRIVATE LIMITED and WARNER DEALCOM PRIVATE LIMITED are transferred to and vested in without further act or deed in NIHON IMPEX PRIVATE LIMITED and accordingly, the same shall, pursuant to Section 232 of the Companies Act, 2013 and read with Companies (Compromises, Arrangements and Amalgamation) Rules, 2016, be transferred to and vested in NIHON IMPEX PRIVATE LIMITED for all the estate and interest of CAMPBELL PROJECTS LIMITED, GAGNEH AGRO LIMITED, LIFEWOOD PROPERTIES LIMITED, MATRIBHUMI MERCHANDISE PRIVATE LIMITED, MOONVIEW COMPLEX LIMITED, NIRVANAM MARKETING PRIVATE LIMITED, RUDHRAMUKHI ENCLAVE PRIVATE LIMITED, SATCHANDI SALES LIMITED, STARTREE INFOTECH LIMITED, UTKARSH DEALER PRIVATE LIMITED, WALLSTREET DISTRIBUTOR PRIVATE LIMITED and WARNER DEALCOM PRIVATE LIMITED but subject nevertheless to all charges, now affecting the same ;

- c. All the liabilities and duties CAMPBELL PROJECTS LIMITED, GAGNEH AGRO LIMITED, LIFEWOOD PROPERTIES LIMITED, MATRIBHUMI MERCHANDISE PRIVATE LIMITED, MOONVIEW COMPLEX LIMITED, NIRVANAM MARKETING PRIVATE LIMITED, RUDHRAMUKHI ENCLAVE PRIVATE LIMITED,



SATCHANDI SALES LIMITED, STARTREE INFOTECH LIMITED, UTKARSH DEALER PRIVATE LIMITED, WALLSTREET DISTRIBUTOR PRIVATE LIMITED and WARNER DEALCOM PRIVATE LIMITED are transferred without further act or deed to NIHON IMPEX PRIVATE LIMITED and accordingly, the same shall, pursuant to Section 232 of the Companies Act, 2013 and read with Companies (Compromises, Arrangements and Amalgamation) Rules, 2016, be transferred to and become the liabilities and duties of NIHON IMPEX PRIVATE LIMITED ;

- d. That all the proceedings and/or suit appeals now pending by or against CAMPBELL PROJECTS LIMITED, GAGNEH AGRO LIMITED, LIFEWOOD PROPERTIES LIMITED, MATRIBHUMI MERCHANDISE PRIVATE LIMITED, MOONVIEW COMPLEX LIMITED, NIRVANAM MARKETING PRIVATE LIMITED, RUDHRAMUKHI ENCLAVE PRIVATE LIMITED, SATCHANDI SALES LIMITED, STARTREE INFOTECH LIMITED, UTKARSH DEALER PRIVATE LIMITED, WALLSTREET DISTRIBUTOR PRIVATE LIMITED and WARNER DEALCOM PRIVATE LIMITED shall be continued by or against NIHON IMPEX PRIVATE LIMITED ;



e. The Transferee Company do issue and allot shares to the shareholders of CAMPBELL PROJECTS LIMITED, GAGNEH AGRO LIMITED, LIFEWOOD PROPERTIES LIMITED, MATRIBHUMI MERCHANDISE PRIVATE LIMITED, MOONVIEW COMPLEX LIMITED, NIRVANAM MARKETING PRIVATE LIMITED, RUDHRAMUKHI ENCLAVE PRIVATE LIMITED, SATCHANDI SALES LIMITED, STARTREE INFOTECH LIMITED, UTKARSH DEALER PRIVATE LIMITED, WALLSTREET DISTRIBUTOR PRIVATE LIMITED and WARNER DEALCOM PRIVATE LIMITED, as envisaged in the said Scheme of Amalgamation, and for that, if necessary, to increase the authorized share capital ;

f. The schedule of assets in respect of CAMPBELL PROJECTS LIMITED, GAGNEH AGRO LIMITED, LIFEWOOD PROPERTIES LIMITED, MATRIBHUMI MERCHANDISE PRIVATE LIMITED, MOONVIEW. COMPLEX LIMITED, NIRVANAM MARKETING PRIVATE LIMITED, RUDHRAMUKHI ENCLAVE PRIVATE LIMITED, SATCHANDI SALES LIMITED, STARTREE INFOTECH LIMITED, UTKARSH DEALER PRIVATE LIMITED, WALLSTREET DISTRIBUTOR PRIVATE LIMITED and WARNER DEALCOM



PRIVATE LIMITED be filed within a period of 60 days from the date of this Order ;

g. The Transferor Companies, namely, CAMPBELL PROJECTS LIMITED, GAGNEH AGRO LIMITED, LIFEWOOD PROPERTIES LIMITED, MATRIBHUMI MERCHANDISE PRIVATE LIMITED, MOONVIEW COMPLEX LIMITED, NIRVANAM MARKETING PRIVATE LIMITED, RUDHRAMUKHI ENCLAVE PRIVATE LIMITED, SATCHANDI SALES LIMITED, STARTREE INFOTECH LIMITED, UTKARSH DEALER PRIVATE LIMITED, WALLSTREET DISTRIBUTOR PRIVATE LIMITED and WARNER DEALCOM PRIVATE LIMITED shall stand dissolved from the appointed date ;

h. NIHON IMPEX PRIVATE LIMITED, CAMPBELL PROJECTS LIMITED, GAGNEH AGRO LIMITED, LIFEWOOD PROPERTIES LIMITED, MATRIBHUMI MERCHANDISE PRIVATE LIMITED, MOONVIEW COMPLEX LIMITED, NIRVANAM MARKETING PRIVATE LIMITED, RUDHRAMUKHI ENCLAVE PRIVATE LIMITED, SATCHANDI SALES LIMITED, STARTREE INFOTECH LIMITED, UTKARSH DEALER PRIVATE LIMITED, WALLSTREET DISTRIBUTOR PRIVATE LIMITED and WARNER DEALCOM



PRIVATE LIMITED shall, within 30 days after the date of obtaining the Certified Copy of this Order, cause certified copies of this order to be delivered to the Registrar of Companies, West Bengal for registration respectively ;

- i. Any person interested be at liberty to apply to this Tribunal In the above matter for any direction that may be necessary.

19. Accordingly, the Company Petition, CP(CAA) No.1589/KB/2019, connected with CA (CAA) No. 384/KB/2019, stands disposed of.

Witness:

Sri Madan B. Gosavi, Hon'ble Member (Judicial) and Sri Harish Chander Suri Hon'ble Member (Technical) at Kolkata aforesaid on the 29th November, 2019.

M.K. Maroti and Associates, CA of petitioners.

Mr. Ajit Kumar Singh, A.D. R.D. E.R.



Schedule of Assets

First Part-I

(As per Annexure)

Second Part-II

(As per Annexure)

Third Part-III

(As per Annexure)



Registrar-in-charge

National Company Law Tribunal

Kolkata Bench

Dated, the 30th day of December, 2019.



**SCHEME OF AMALGAMATION
UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013**

BETWEEN

**CAMPBELL PROJECTS LIMITED
(TRANSFEROR COMPANY NO.1)**

AND

**GAGNEH AGRO LIMITED
(TRANSFEROR COMPANY NO.2)**

AND

**LIFEWOOD PROPERTIES LIMITED
(TRANSFEROR COMPANY NO.3)**

AND

**MATRIBHUMI MERCHANDISE PRIVATE LIMITED
(TRANSFEROR COMPANY NO.4)**

AND

**MOONVIEW COMPLEX LIMITED
(TRANSFEROR COMPANY NO.5)**

AND

**NIRVANAM MARKETING PRIVATE LIMITED
(TRANSFEROR COMPANY NO.6)**

AND

**RUDHRAMUKHI ENCLAVE PRIVATE LIMITED
(TRANSFEROR COMPANY NO.7)**

AND

**SATCHANDI SALES LIMITED
(TRANSFEROR COMPANY NO.8)**

AND

**STARTREE INFOTECH LIMITED
(TRANSFEROR COMPANY NO.9)**

AND

**UTKARSH DEALER PRIVATE LIMITED
(TRANSFEROR COMPANY NO.10)**

AND

**WALLSTREET DISTRIBUTOR PRIVATE LIMITED
(TRANSFEROR COMPANY NO.11)**

AND

**WARNER DEALCOM PRIVATE LIMITED
(TRANSFEROR COMPANY NO.12)**

AND

**NIHON IMPEX PRIVATE LIMITED
(TRANSFEREE COMPANY)**

CONTENTS OF THE SCHEME

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

**PART I
GENERAL**



A. DESCRIPTION OF COMPANIES AND BACKGROUND:

1. **CAMPBELL PROJECTS LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 (CIN: U70102WB2015PLC205845) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO.1"). The TRANSFEROR COMPANY NO.1 has made deployment of funds not immediately required in other investable instruments. The shares of the TRANSFEROR COMPANY NO.1 are not listed in any stock exchange.
2. **GAGNEH AGRO LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 (CIN : U01403WB2014PLC200509) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO.2"). The TRANSFEROR COMPANY NO.2 has made deployment of funds not immediately required in other investable instruments. The shares of the TRANSFEROR COMPANY NO.2 are not listed in any stock exchange.
3. **LIFEWOOD PROPERTIES LIMITED**, a company incorporated under the provisions of The Companies Act, 1956 (CIN: U45400WB2012PLC172879) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO.3"). The TRANSFEROR COMPANY NO.3 has made deployment of funds not immediately required in other investable instruments. The shares of the TRANSFEROR COMPANY NO.3 are not listed in any stock exchange.
4. **MA TRIBHUMI MERCHANDISE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51101WB2010PTC144312) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO.4"). The TRANSFEROR COMPANY NO.4 has made deployment of funds not immediately required in other investable instruments. The shares of the TRANSFEROR COMPANY No. 4 are not listed in any stock exchange.



5. **MOONVIEW COMPLEX LIMITED**, a company incorporated Under the provisions of the Companies Act, 1956 (CIN: U45400WB2012PLC172763) and having its registered office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO.5"). The TRANSFEROR COMPANY NO.5 has made deployment of funds not immediately required in other investable instruments. The shares of the TRANSFEROR COMPANY NO.5 are not listed in any stock exchange.
6. **NIRVANAM MARKETING PRIVATE LIMITED**, a company incorporated Under the provisions of the Companies Act, 1956 (CIN : U74999WB2012PTC173293) and having Its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO.6"). The TRANSFEROR COMPANY NO.6 has made deployment of funds not immediately required in other investable instruments. The shares of the TRANSFEROR COMPANY NO.6 are not listed in any stock exchange
7. **RUD RAMUKHI ENCLAVE PRIVATE LIMITED**, a company incorporated under the provisions of the companies Act, 1956 (CIN: U45400WB2012PTC173306) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO.7"). The TRANSFEROR COMPANY NO.7 has made deployment of funds not immediately required in other investable instruments. The shares of the TRANSFEROR COMPANY NO.7 are not listed in any stock exchange.
8. **SATCHANDI SALES LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U74999WB2012PLC172876) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO.8"). The TRANSFEROR COMPANY NO.8 has made deployment of funds not immediately required in other investable instruments. The shares of the TRANSFEROR COMPANY NO.8 are not listed in any stock exchange.
9. **STAR TREE INFOTECH LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U72300WB2012PLC172875) and having its Registered Office at 9,



Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO.9"). The TRANSFEROR COMPANY NO.9 has made deployment of funds not immediately required in other investable instruments. The shares of the TRANSFEROR COMPANY NO.9 are not listed in any stock exchange.

10. **UTKARSH DEALER PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN : U51101WB2010PTC144308) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, In the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO.10"). The TRANSFEROR COMPANY NO.10 has made deployment of funds not immediately required in other investable instruments. The shares of the TRANSFEROR COMPANY NO.10 are not listed in any stock exchange.
11. **WALLSTREET DISTRIBUTOR PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN : U51101WB2010PTC144095) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A) Kolkata- 700069, in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO.11"). The TRANSFEROR COMPANY NO.11 has made deployment of funds not immediately required in other investable instruments. The shares of the TRANSFEROR COMPANY NO.11 are not listed in any stock exchange.
12. **WARNER DEALCOM PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51101WB2010PTC144307) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal (hereinafter referred to as "THE TRANSFEROR COMPANY NO.12"). The TRANSFEROR COMPANY NO.12 has made deployment of funds not immediately required in other investable instruments. The shares of the TRANSFEROR COMPANY NO.12 are not listed in any stock exchange.
13. **NIHON IMPEX PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51109WB1992PTC056119) and having its Registered Office at 9, Crooked Lane, Room No. 7A, First Floor, Kolkata- 700069, in the State of West Bengal (herein after referred to as "TRANSFEREE COMPANY"). The TRANSFEREE COMPANY is a Non Banking Finance



Company duly registered with the Reserve Bank of India and is presently engaged in Investing and financing activities. The shares of the TRANSFEREE COMPANY are not listed in any stock exchange.

14. This Scheme of Amalgamation provides for 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 with the TRANSFEREE COMPANY pursuant to Sections 230 to 232 and other relevant provisions of the Companies Act, 2013 and read together with Companies (Compromises, Arrangements and Amalgamations) Rules 2016.

B. RATIONALE FOR THE SCHEME :

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

- a) The TRANSFEREE COMPANY is Non Banking Finance Company duly registered with the Reserve Bank of India and presently engaged in investing and financing activities and the TRANSFEROR COMPANIES have made deployment of funds not immediately required in other investable instruments. The business of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY can be combined/ adjusted and carried forward conveniently with combined strength;
- b) The amalgamation will enable the TRANSFEREE COMPANY to consolidate its line of business by restructuring and re-organizing its business activities and Capital Structure;
- c) The amalgamation will enable the amalgamated company to broad base their business activities under the roof of the TRANSFEREE COMPANY;
- d) The amalgamation will result in economy of scale including reduction in overhead expenses relating to management and administration in better and more productive utilization of various resources;
- f) The business of the Companies can be conveniently and advantageously combined together in general business of the



Company concerned and will be carried on more economically and profitably under the said Scheme;

- g) The said Scheme of Amalgamation will enable the establishment of a larger company with larger resources and a larger capital base enabling further development of the business of the company concerned. The said scheme will also enable the undertakings and business of the said applicant company to obtain greater facilities possessed and enjoyed by one large company compared with a number of small Companies for raising capital, securing and conducting trade on favorable terms and other benefits;
- h) The said scheme will contribute in furthering and fulfilling the objects of the Company concerned and in the growth and development of these businesses;
- i) The said scheme will strengthen and consolidate the position of the amalgamated company and will enable the amalgamated company to increase its profitability;
- j) The said scheme will enable the undertakings concerned to pool their resources and to expand their activities;
- k) The said scheme will enable the Companies concerned to rationalize and streamline their management, business and finances and to eliminate duplication of work to their common advantages;
- l) The said scheme will have beneficial results for the Companies concerned, their shareholders, employees and all concerned.

In view of the aforesaid, the Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY have considered and proposed the amalgamation of the entire undertaking and business of the TRANSFEROR Companies with the TRANSFEREE COMPANY in order to benefit the stakeholders of all companies. Accordingly, the Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the TRANSFEROR COMPANIES with and into the TRANSFEREE COMPANY pursuant to the provisions of Section 230 to Section 232 of the Companies Act, 2013 and other relevant provisions of the Act and rules made there under.



C. CONFIRMITY WITH TAX LAWS:

The amalgamation of the TRANSFEROR COMPANIES with the TRANSFEREE COMPANY, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with the relevant provisions of the Income Tax Act, 1961 including but not limited to Section 2(1B) and Section 47 thereof. If any of the terms or provisions of this Scheme are found or interpreted to be inconsistent with the provisions of the said sections and other related provisions at a later date including due to result from an amendment of law or for any other reason whatsoever up to the Effective Date, the provisions of the said sections and other related provisions of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) and other relevant provisions of the Income Tax Act, 1961.

PART II

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

- i. **"THE ACT"** means the Companies Act, 2013 including any statutory modifications, re-enactments or amendments thereof.
- ii. **"APPOINTED DATE"** for the purpose of this Scheme, means 1st April, 2018.
- iii. **"TRANSFEROR COMPANIES"** means and includes 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.
- iv. **"BOARD OF DIRECTORS" or "BOARD"** means the board of Directors of the TRANSFEROR COMPANIES or the TRANSFEREE COMPANY, as the case may be, and shall include a duly constituted committee thereof;
- v. **"EFFECTIVE DATE"** means the last of the dates on which the certified or authenticated copy of the orders of the Hon'ble National Company Law Tribunal sanctioning the Scheme are filed with the



Registrar of Companies by the Transferor Companies and by the Transferee Company. Any references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date.

- vi. **"GOVERNMENTAL AUTHORITY"** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India;
- vii. **"RECORD DATE"** means the date to be fixed by the Board of Directors of the TRANSFEREE COMPANY for the purpose of determining the names of the equity shareholders of the TRANSFEROR COMPANIES as applicable, who shall be entitled to shares of the TRANSFEREE COMPANY upon coming into effect of this Scheme;
- viii. **"SCHEME"** or **"THE SCHEME"** or **"THIS SCHEME"** means this Scheme of Amalgamation drawn pursuant to Sec 232 of the Companies Act, 2013, in its present form submitted to the Hon'ble National Company Law Tribunal Bench at Kolkata with any modification(s) made in terms contained in PART-VI under Paragraph 17 to this Scheme.
- ix. **"TRANSFEROR COMPANY NO 1"** means **CAMPBELL PROJECTS LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 (CIN: U70102WB2015PLC205845) and having its Registered Office at 9, Crooked Lane, 1st Floor Room, No 7(A) Kolkata- 700069, in the State of West Bengal.
- x. **"TRANSFEROR COMPANY NO 2"** means **GAGNEH AGRO LIMITED**, a company incorporated under the Provisions of the Companies Act, 2013 (CIN : U01403WB2014PLC200509) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal.
- xi. **"TRANSFEROR COMPANY NO 3"** means **LIFEWOOD PROPERTIES LIMITED**, a company incorporated under the provisions of The Companies Act, 1956 (CIN: U45400WB2012PLC172879) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal.
- xii. **"TRANSFEROR COMPANY NO 4"** means **MATRIBHUMI MERCHANDISE PRIVATE LIMITED**, a company incorporated



under the provisions of the Companies Act, 1956 (CIN: U51101WB2010PTC144312) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal.

- xiii. **"TRANSFEROR COMPANY NO 5"** means **MOONVIEW COMPLEX LIMITED**, a company incorporated Under the provisions of the Companies Act, 1956 (CIN: U45400WB2012PLC172763) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal.
- xiv. **"TRANSFEROR COMPANY NO 6"** means **NIRVANAM MARKETING PRIVATE LIMITED**, a company incorporated Under the provisions of the Companies Act, 1956 (CIN : U74999WB2012PTC173293) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal.
- xv. **"TRANSFEROR COMPANY NO 7"** means **RUDRAMUKHI ENCLAVE PRIVATE LIMITED**, a company incorporated under the provisions of the companies Act, 1956 (CIN: U45400WB2012PTC173306) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal.
- xvi. **"TRANSFEROR COMPANY NO 8"** means **SATCHANDI SALES LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U74999WB2012PLC172876) and Having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal.
- xvii. **"TRANSFEROR COMPANY NO 9"** means **STARTREE INFOTECH LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U72300WB2012PLC172875) and Having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal.
- xviii. **"TRANSFEROR COMPANY NO 10"** means **UTKARSH DEALER PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN : U51101WB2010PTC144308) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal.
- xix. **"TRANSFEROR COMPANY NO 11"** means **WALLSTREET DISTRIBUTOR PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN :



U51101WB2010PTC144095) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069, in the State of West Bengal.

xx. **"TRANSFEROR COMPANY NO 12"** means **WARNER DEALCOM PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51101WB2010PTC144307) and having its Registered Office at 9, Crooked Lane, 1st Floor, Room No 7(A), Kolkata- 700069.

xxi. **"TRANSFeree COMPANY "** or **"AMALGAMATED COMPANY"** means **NIHON IMPEX PVT LTD**, a company incorporated under the provisions of the Companies Act, 1956 (CIN: U51109WB1992PTC056119) and having its Registered Office at 9, Crooked Lane, Room No. 7A, First Floor, Kolkata- 700069, in the State of West Bengal.

xxii. **"THE TRIBUNAL"** or **"THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL"** shall mean the Hon'ble National Company Law Tribunal, Kolkata Bench under whose jurisdiction the Company falls.

xxiii. **"UNDERTAKING"** means the whole of the undertaking and entire business of the TRANSFEROR COMPANIES as a going concern, including (without limitation):

- a. All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Companies, including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, vehicles, sundry debtors, furniture, fixtures, office equipment including computers, laptops, printers and servers, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), and interests in its subsidiaries, cash in hand, balances and deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Companies, financial assets, leases (including lease rights), hire purchase contracts and assets, leasing contracts and assets lending contracts, rights and benefits under any agreement, benefit of



any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, know how, good will, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, websites, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits), easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favor of the Transferor Companies and advantages of whatsoever nature and where so ever situated in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favor of or enjoyed by the Transferor Companies or in connection with or relating to the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company,

- b. All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the Transferor Company, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised;
- c. All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, assignments, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and



description whatsoever relating to the business activities and operations of the Transferor Companies;

d. All records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Companies;

e. All employees engaged by the Transferor Companies as on the Effective Date.

xxiv. All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, and other applicable laws, rules, regulations and byelaws, as the case may be, or any statutory amendment(s) or re-enactment thereof, for the time being in force.

xxv. The words importing the singular shall include the plural and words importing any gender shall include every gender.

2. SHARE CAPITAL

A. TRANSFEROR COMPANY NO. 1

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.1 as on date is as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
50,000 Equity Shares of Rs.10/- each	5,00,000/-
TOTAL	5,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
50,000 Equity Shares of Rs.10/- each fully Paid-up in cash	5,00,000/-
TOTAL	5,00,000/-

B. TRANSFEROR COMPANY NO. 2

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.2 as on date is as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
50,000 Equity Shares of Rs.10/- each	5,00,000/-
TOTAL	5,00,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
50,000 Equity Shares of Rs.10/- each fully Paid-up in cash	5,00,000/-
TOTAL	5,00,000/-



C. TRANSFEROR COMPANY NO. 3

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.3 as on date is as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
56,000 Equity Shares of Rs.10/- each	5,60,000/-
TOTAL	5,60,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
55,750 Equity Shares of Rs.10/- each fully paid-up in cash	5,57,500/-
TOTAL	5,57,500/-

D. TRANSFEROR COMPANY NO. 4

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.4 as on date is as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
17,25,000 Equity Shares of Rs.10/- each	1,72,50,000/-
TOTAL	1,72,50,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
17,23,015** Equity Shares of Rs.10/- each Fully paid-up in cash	1,72,30,150/-
TOTAL	1,72,30,150/-

Note: ** 3,50,294 equity shares are held by TRANSFEROR COMPANY NO 8; 3,50,294 equity shares are held by TRANSFEROR COMPANY NO 9; 4,94,021 equity shares are held by TRANSFEROR COMPANY NO 10; 30,267 equity shares are held by TRANSFEROR COMPANY NO 11 and 4,95,629 equity shares are held by TRANSFEROR COMPANY NO 12.

E. TRANSFEROR COMPANY NO. 5

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.5 as on date is was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
56,000 Equity Shares of Rs.10/- each	5,60,000/-
TOTAL	5,60,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
56,000 Equity Shares of Rs.10/- each fully Paid-up in cash	5,60,000/-
TOTAL	5,60,000/-

F. TRANSFEROR COMPANY NO. 6

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.6 as on date is was as under:



Particulars	Rs.
AUTHORISED SHARE CAPITAL	
12,000 Equity Shares of Rs.10/- each	1,20,000/-
TOTAL	1,20,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
12,000** Equity Shares of Rs.10/- each fully paid-up in cash	1,20,000/-
TOTAL	1,20,000/-

Note: ** 5,000 equity shares are held by TRANSFEROR COMPANY NO 7; 2,000 equity shares are held by TRANSFEROR COMPANY NO 3 and 5,000 equity shares are held by TRANSFEREE COMPANY.

G. TRANSFEROR COMPANY NO.7

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.7 as on date is was as under

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
12,000 Equity Shares of Rs.10/- each	1,20,000/-
TOTAL	1,20,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
12,000** Equity Shares of Rs.10/- each fully paid-up in cash	1,20,000/-
TOTAL	1,20,000/-

NOTE : ** 5,000 equity shares are held by TRANSFEROR COMPANY NO 6; 2,000 equity shares are held by TRANSFEROR COMPANY NO 3 and 5,000 equity shares are held by TRANSFEREE COMPANY.

H. TRANSFEROR COMPANY NO. 8

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.8 as on date is as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
54,750 Equity Shares of Rs.10/- each	5,47,500/-
TOTAL	5,47,500/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
54,750 Equity Shares of Rs.10/- each fully paid-up in cash	5,47,500/-
TOTAL	5,47,500/-

I. TRANSFEROR COMPANY NO. 9

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.9 as on date is was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
56,000 Equity Shares of Rs.10/- each	5,60,000/-
TOTAL	5,60,000/-
ISSUED, SUBSCRIBED AND PAID-UP	



CAPITAL	
55,750 Equity Shares of Rs.10/- each fully paid up in cash	5,57,500/-
TOTAL	5,57,500/-

J. TRANSFEROR COMPANY NO.10

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.10 as on date is as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
17,67,000 Equity Shares of Rs.10/- each	1,76,70,000/-
TOTAL	1,76,70,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
17,60,827** Equity Shares of Rs.10/- each fully paid-up in cash	1,76,08,270/-
TOTAL	1,76,08,270/-

Note: ** 4,95,978 equity shares are held by TRANSFEROR COMPANY NO 4; 3,73,143 equity shares are held by TRANSFEROR COMPANY NO 8; 3,73,143 equity shares are held by TRANSFEROR COMPANY NO 9 ;5,03,961 equity shares are held by TRANSFEROR COMPANY NO 11 and 13,018 equity shares are held by TRANSFEROR COMPANY NO 12.

K. TRANSFEROR COMPANY NO. 11

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.11 as on date is as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
19,09,500 Equity Shares of Rs.10/- each	1,90,95,000/-
TOTAL	1,90,95,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
19,09,161** Equity Shares of Rs.10/- each	1,90,91,610/-
TOTAL	1,90,91,610/-

Note: ** 4,97,342 equity shares are held by TRANSFEROR COMPANY NO 4; 4,47,778 equity shares are held by TRANSFEROR COMPANY NO 8; 4,47,778 equity shares are held by TRANSFEROR COMPANY NO 9; 13,304 equity shares are held by TRANSFEROR COMPANY NO 10 and 4,99,031 equity shares are held by TRANSFEROR COMPANY NO 12.

L. TRANSFEROR COMPANY NO. 12

The authorized, subscribed and paid-up share capital of the TRANSFEROR COMPANY NO.12 as on date is as under:

Particulars	Rs.
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AUTHORISED SHARE CAPITAL	
15,15,000 Equity Shares of Rs.10/- each	1,51,50,000/-
TOTAL	1,51,50,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
15,14,751** Equity Shares of Rs.10/- each, fully paid up	1,51,47,510/-
TOTAL	1,51,47,510/-

Note: ** 13,508 equity shares are held by TRANSFEROR COMPANY NO 4; 2,55,000 equity shares are held by TRANSFEROR COMPANY NO 8; 2,55,000 equity shares are held by TRANSFEROR COMPANY NO 9; 4,98,268 equity shares are held by TRANSFEROR COMPANY NO 10 and 4,91,150 equity shares are held by TRANSFEROR COMPANY NO 11.

M. TRANSFEREE COMPANY

The authorized, subscribed and paid-up share capital of the TRANSFEREE COMPANY as on date is was as under:

Particulars	Rs.
AUTHORISED SHARE CAPITAL	
77,65,000 Equity Shares of Rs.10/- each	7,76,50,000/-
TOTAL	7,76,50,000/-
ISSUED, SUBSCRIBED AND PAID-UP CAPITAL	
77,64,192** Equity Shares of Rs.10/- each fully paid up in cash	7,76,41,920/-
TOTAL	7,76,41,920/-

NOTE : ** 13,89,600 equity shares are held by TRANSFEROR COMPANY NO 1; 13,89,600 equity shares are held by TRANSFEROR COMPANY NO 2; 15,29,207 equity shares are held by TRANSFEROR COMPANY NO 3; 14,08,793 equity shares are held by TRANSFEROR COMPANY NO 4; 10,00,000 equity shares are held by TRANSFEROR COMPANY NO 6 and 10,00,000 equity shares are held by TRANSFEROR COMPANY NO 7.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modifications approved or imposed or directed by the Hon'ble National Company Law Tribunal, Kolkata Bench shall be operative from the Appointed Date but shall be effective from the Effective Date.

PART - III

TRANSFER AND VESTING OF UNDERTAKING

1. TRANSFER OF UNDERTAKING

Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking, pursuant to the sanction of this Scheme by the Hon'ble National Company Law Tribunal,



Kolkata Bench under and in accordance with the provisions or Sections 230 to 232 and other applicable provisions, if any, of the Act, shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the TRANSFEREE COMPANY, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the Undertaking of the TRANSFEREE COMPANY by virtue of and in the manner provided in this Scheme.

1.1 TRANSFER OF ASSETS

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

- a) All the assets and properties comprised in the Undertaking of whatsoever nature and where so ever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the TRANSFEREE COMPANY or be deemed to be transferred to and vested in the TRANSFEREE COMPANY as a going concern so as to become the assets and properties of the Transferee Company.
- b) Without prejudice to the provisions of Clause (a) above, in respect of such assets and properties of the Undertaking as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the TRANSFEROR COMPANIES and shall, upon such transfer, become the assets and properties of the TRANSFEREE COMPANY as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.
- c) In respect of movables other than those dealt with in Clause (b) above including sundry debts, receivables, bills, credits, loans and advances of the Undertaking, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority



or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the TRANSFEREE COMPANY.

- d) All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the TRANSFEROR Companies and all rights and benefits that have accrued or which may accrue to the TRANSFEROR COMPANIES, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the TRANSFEREE COMPANY and shall remain valid, effective and enforceable on the same terms and conditions.
- e) The TRANSFEROR COMPANIES shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by the Hon'ble National Company Law Tribunal, Kolkata Bench under and in accordance with Sections 230 and 232 and all other applicable provisions, if any, of the Act, the said debtors should pay to the TRANSFEREE COMPANIES the debt, loan or advance or make the same on account of the TRANSFEROR COMPANIES and the right of the TRANSFEROR COMPANIES to recover or realize the same stands vested in the TRANSFEREE COMPANY.
- f) All assets and properties of the TRANSFEROR COMPANIES as on the Appointed Date, whether or not



included in the books of the respective TRANSFEROR COMPANIES, and all assets and properties which are acquired by the TRANSFEROR COMPANIES on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the TRANSFEREE COMPANY, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the TRANSFEREE COMPANY upon the coming into effect of this Scheme. Provided however that no onerous assets shall have been acquired by the TRANSFEROR COMPANIES after the Appointed Date without the consent of the TRANSFEREE COMPANY as provided for in this Scheme.

1.2 TRANSFER OF LIABILITIES :

(i) Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities relating to and comprised in the Undertaking including all secured and unsecured debts, sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the TRANSFEROR COMPANIES of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the Hon'ble National Company Law Tribunal, Kolkata Bench under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the TRANSFEREE COMPANY, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the TRANSFEREE COMPANY to the extent they are outstanding as on the Effective Date



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

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



accounts and records of the TRANSFEREE COMPANY.

2. ENCUMBRANCES :

- (i) The transfer and vesting of the assets comprised in the Undertaking to and in the TRANSFEREE COMPANY under paragraph 1 of Part III of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- (ii) All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the TRANSFEROR COMPANIES after the Appointed Date, over the assets comprised in the Undertaking or any part thereof transferred to the TRANSFEREE COMPANY by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the TRANSFEROR COMPANIES, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the TRANSFEREE COMPANY, and such Encumbrances shall not relate or attach to any of the other assets of the TRANSFEREE COMPANY, provided however that no encumbrances shall have been created by the TRANSFEROR COMPANIES over its assets after the Appointed Date without the consent of the TRANSFEREE COMPANY as provided for in this Scheme.
- (iii) The existing encumbrances over the assets and properties of the TRANSFEREE COMPANY or any part thereof which relate to the liabilities and obligations of the TRANSFEREE COMPANY prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Undertaking transferred to and vested in the TRANSFEREE COMPANY by virtue of this Scheme.
- (iv) Any reference in any security documents or arrangements (to which the TRANSFEROR COMPANIES is a party) to the TRANSFEROR COMPANIES and its assets and properties, shall be construed as a reference to the TRANSFEREE COMPANY and the assets and properties of the



TRANSFEROR COMPANIES transferred to the TRANSFEREE COMPANY by virtue of this Scheme. Without prejudice to the foregoing provisions, the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.

- (v) Upon the coming into effect of this Scheme, the TRANSFEREE COMPANY alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.
- (vi) It is expressly provided that, no other term or condition of the Liabilities transferred to the TRANSFEREE COMPANY is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- (vii) The provisions of Paragraph 1 of Part III shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

3. INTER - SE TRANSACTIONS :

Without prejudice to the provisions of paragraph 1 with effect from the Appointed Date, all inter-party transaction between the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY or the TRANSFEROR COMPANIES inter se shall be considered as intra-party transactions for all purposes.

4. CONTRACTS, DEEDS, ETC.

- (i) Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature to which the TRANSFEROR COMPANIES are a party or to the benefit of which the TRANSFEROR COMPANIES may be eligible, and



which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect by, for or against or in favor of, as the case may be, the TRANSFEREE COMPANY and may be enforced as fully and effectually as if, instead of the TRANSFEROR COMPANIES, the TRANSFEREE COMPANY had been a party or beneficiary or obligee or obligor thereto or there under.

(ii) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the TRANSFEREE COMPANY may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the TRANSFEROR COMPANIES are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The TRANSFEREE COMPANY shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the TRANSFEROR COMPANIES and to carry out or perform all such formalities or compliances referred to above on the part of the TRANSFEROR COMPANIES.

(iii) For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favor of the TRANSFEROR COMPANIES shall without any further act or deed, stand transferred to the TRANSFEREE COMPANY, as if the same were originally given by, issued to or executed in favour of the TRANSFEREE COMPANY, and the TRANSFEREE COMPANY shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the TRANSFEREE COMPANY. The TRANSFEREE COMPANY shall receive relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.



5. LEGAL PROCEEDINGS :

On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against the TRANSFEROR COMPANIES pending and/or arising on or before the Effective Date shall be continued and/or enforced as desired by the TRANSFEREE COMPANY and on and from the Effective Date, shall be continued and/or enforced by or against the TRANSFEREE COMPANY as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the TRANSFEREE COMPANY. On and from the Effective Date, the TRANSFEREE COMPANY shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Undertaking, in the same manner and to the same extent as would or might have been initiated by the TRANSFEROR COMPANIES as the case may be, had the Scheme not been made. If any suit, appeal or other proceedings relating to the Undertaking, of whatever nature by or against the TRANSFEROR COMPANIES be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Undertaking or by anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the TRANSFEREE COMPANY in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the TRANSFEROR COMPANIES as if this Scheme had not been made.

6. CONDUCT OF BUSINESS:

- a) With effect from the Appointed Date and up to and including the Effective Date:
- (i) The TRANSFEROR COMPANIES shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the TRANSFEREE COMPANY.



- (ii) All the profits or income accruing or arising to the TRANSFEROR COMPANIES, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the TRANSFEROR COMPANIES shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the TRANSFEREE COMPANY.
- (iii) Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the TRANSFEROR COMPANIES shall be deemed to have been exercised by the TRANSFEROR COMPANIES for and on behalf of and as agent for the TRANSFEREE COMPANY. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertaking that have been undertaken or discharged by the TRANSFEROR COMPANIES shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the TRANSFEREE COMPANY.
- b) With effect from the date of filing of this Scheme with the Hon'ble National Company Law Tribunal and up to and including the Effective Date, The TRANSFEROR COMPANIES shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking or any part thereof save and except in each case in the following circumstances:
- (i) If the same is in its ordinary course of business as carried on by it as on the date of filing this



Scheme with the National Company Law Tribunal;
or

- (ii) If the same is permitted by this Scheme; or
- (iii) if consent of the Board of Directors of the TRANSFEREE COMPANY has been obtained.

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

- i) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the National Company Law Tribunal.
- ii) if the same is permitted by this Scheme; or
- iii) if consent of the Board of Directors of the TRANSFEREE COMPANY has been obtained.

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

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

7. TREATMENT OF TAXES :

a) Any tax liabilities under the Income-Tax Act, 1961, Service Tax/GST, Stamp Acts/Laws or other applicable laws/regulations (hereinafter in this Clause referred to as "Tax



Laws") dealing with taxes/ duties/ levies allocable or related to the business of the TRANSFEROR COMPANIES to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the TRANSFEREE COMPANY.

- b) All taxes (including income tax, Service Tax/GST, etc.) paid or payable by the TRANSFEROR COMPANIES in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the TRANSFEREE COMPANY and, insofar as it relates to the tax payment (including without limitation income tax, Service Tax/GST, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the TRANSFEROR COMPANIES in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the TRANSFEREE COMPANY, and shall, in all proceedings, be dealt with accordingly.
- c) Any refund under the Tax Laws due to the TRANSFEROR COMPANIES consequent to the assessments made on the TRANSFEROR COMPANIES and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the TRANSFEREE COMPANY.
- d) Without prejudice to the generality of the above, all benefits including that of withholding tax (TDS) under the income tax, GST etc., to which the TRANSFEROR COMPANIES are entitled to in terms of the applicable Tax Laws shall be available to and vest in the TRANSFEREE COMPANY.

8. EMPLOYEES

Upon the coming into effect of this Scheme:

All the employees of the TRANSFEROR COMPANIES who are in its employment as on the Effective Date shall become the employees of the TRANSFEREE COMPANY with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not



less favorable than those on which they are engaged or employed by the TRANSFEROR COMPANIES.

9. SAVING OF CONCLUDED TRANSACTIONS

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

PART IV

ISSUE OF EQUITY SHARES BY THE TRANSFEREE COMPANY

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

10. ISSUE OF NEW EQUITY SHARES BY THE TRANSFEREE COMPANY:

- a) Upon the coming into effect of this Scheme and in consideration of the transfer and vesting of the Undertaking of the TRANSFEROR COMPANIES in the TRANSFEREE COMPANY, in terms of this scheme, the TRANSFEREE COMPANY shall without any further application or deed, be required to issue and allot to the equity shareholders of the TRANSFEROR COMPANIES whose names appear in the register of members as on the Record Date :

1. To every Equity Shareholder of TRANSFEROR COMPANY NO. 1, 2 (Two) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 35 (Thirty Five) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO. 1.



2. To every Equity Shareholder of TRANSFEROR COMPANY NO 2, 3 (Three) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 50 (Fifty) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO 2.
3. To every Equity Shareholder of TRANSFEROR COMPANY NO 3, 11 (Eleven) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 8 (Eight) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO 3.
4. To every Equity Shareholder of TRANSFEROR COMPANY NO. 4, 19 (Nineteen) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 6 (Six) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO 4.
5. To every Equity Shareholder of TRANSFEROR COMPANY NO. 5, 10 (Ten) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 7 (Seven) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO 5.
6. To every Equity Shareholder of TRANSFEROR COMPANY NO. 6, 43 (Forty Three) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 8 (Eight) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO 6.
7. To every Equity Shareholder of TRANSFEROR COMPANY NO. 7, 43 (Forty Three) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE



COMPANY (hereinafter referred to as the "New Equity Shares") for every 8 (Eight) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO 7.

8. To every Equity Shareholder of TRANSFEROR COMPANY NO. 8, 7 (Seven) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 6 (Six) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO 8.
9. To every Equity Shareholder of TRANSFEROR COMPANY NO. 9, 11 (Eleven) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 8 (Six) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO 9.
10. To every Equity Shareholder of TRANSFEROR COMPANY NO. 10, 19 (Nineteen) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 6 (Six) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO 10.
11. To every Equity Shareholder of TRANSFEROR COMPANY NO. 11, 16 (Sixteen) Equity Share of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 5 (Five) Equity Shares of Rs.10/- each fully paid-up held by such Equity Shareholder in TRANSFEROR COMPANY NO 11.
12. To every Equity Shareholder of TRANSFEROR COMPANY NO. 12, 16 (Sixteen) Equity Shares of Rs.10/- credited as fully paid-up in the TRANSFEREE COMPANY (hereinafter referred to as the "New Equity Shares") for every 5 (Five) Equity Shares of



Rs.10/- each fully paid-up held by such equity Shareholder in TRANSFEROR COMPANY NO 12.

b) The new equity shares issued and allotted by the TRANSFEREE COMPANY in terms of this Scheme shall be subject to the provisions of the Memorandum and Articles of Association of the TRANSFEREE COMPANY and shall *inter-se* rank *paripassu* in all respects with the then existing equity shares of the TRANSFEREE COMPANY, including in respect of dividend, if any, that may be declared by the TRANSFEREE COMPANY on or after the Effective Date.

c) FRACTIONAL ENTIELEMENTS

d) Fractional shares, if any, resulting in the process of allotment of shares by the Transferee Company to the Shareholders of the Transferor Company involved in the *Amalgamation* based on the Swap Ratio, such fractional shares shall be rounded off to the next higher Integer and the Transferee Company shall accordingly allot shares to those shareholders who become entitled to fractional shares .

e) Upon this Scheme becoming finally effective, the existing Share Certificates held by the Shareholders of the TRANSFEROR COMPANIES shall automatically stand cancelled. The TRANSFEREE COMPANY shall directly issue and dispatch the new Share Certificates to the Shareholders of the TRANSFEROR COMPANIES with respect to their entitlement of Shares in the TRANSFEREE COMPANY in terms and in accordance with the provisions of the Scheme;

f) All the shareholders of the TRANSFEROR COMPANIES shall accept the Share(s) of the TRANSFEREE COMPANY to be allotted in terms of this Scheme as sanctioned by the Hon'ble National Company Law Tribunal, Bench at Kolkata in lieu of their existing shareholdings in the TRANSFEROR COMPANIES;

g) All the shares held by the TRANSFEREE COMPANY in the TRANSFEROR COMPANIES or by the TRANSFEROR COMPANIES in the TRANSFEREE COMPANY or the TRANSFEROR COMPANIES *inter-se*, shall stand cancelled;

h) Upon this Scheme coming into effect, no shares will be *allotted* by the TRANSFEREE COMPANY to the members of the TRANSFEROR COMPANY in the event all shares of the



TRANSFEROR COMPANY are fully cancelled due to cross /inter holding of shares.

- i) Upon this Scheme coming into effect, the equity share certificates held by the shareholders of the Transferor Company shall be rendered invalid and deemed to have been cancelled automatically without any act or deed on part of the Transferee Company.
- j) Upon the Scheme becoming effective, the Equity Shares held by the Transferor Companies in the Transferee Company shall stand cancelled and accordingly, the Paid-up Equity Share Capital of the Transferee Company shall stand reduced to that extent.
- k) The cancellation and the consequent reduction of the share capital of the TRANSFEE COMPANY shall be done as an integral part of the Scheme and not in accordance with Section 66 of the Companies Act ,2013 as the same does not involve either diminution of liability in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital and the order of the National Company Law Tribunal sanctioning the Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction .

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

1. Upon this Scheme becoming effective and with effect from the Appointed Date, the authorized share capital of the TRANSFEROR COMPANY shall stand transferred to and be amalgamated with the authorized share capital of the Transferee Company.
2. It is hereby clarified that the consent of the shareholders of the Transferor Company and the Transferee Company to this Scheme shall be sufficient for the purposes of effecting this amendment in the Memorandum and Articles of Association of the Transferee Company and that no further resolution under Section 13, and Sections 61 and 64 or any other applicable provisions of the Act, would be required to be separately passed.



3. For this purpose, the filing fees already paid by the TRANSFEROR COMPANIES on their respective authorised share capital shall be adjusted with total fees payable by the Transferee company on such increase of authorized capital in accordance with Section 232(3)(i) of the Companies Act, 2013. Balance fees if required to be paid after adjusting such fees already paid by the Transferor Companies shall be paid by the Transferee Company

INCREASE IN AUTHORISED, SHARE CAPITAL OF THE TRANSFEE COMPANY

Accordingly, in terms of this Scheme, the Authorized share capital of the TRANSFEE COMPANY shall stand enhanced to 15,02,82,500/- (Rupees Fifteen Crore Two Lacs Eighty Two Thousand Five Hundred only) divided into 1,50,28,250 (One Crore Fifty Lacs Twenty Eight Thousand Two hundred Fifty) equity shares of Rs. 10/- (Rupees Ten) each. Capital clause being Clause V of the Memorandum of Association shall on the Effective Date stand substituted to read as follows:

"The Authorized Share Capital of the Company is Rs. 15,02,82,500/- (Rupees Fifteen Crore Two Lacs Eighty Two Thousand Five Hundred only) divided into 1,50,28,250 (One Crore Fifty Lacs Twenty Eight Thousand Two hundred Fifty) equity shares of Rs. 10/- (Rupees Ten) each with the right, privileges and conditions attached thereto as are provided by the regulations of the company for the time being, with power to increase and reduce the capital of the Company and to divide the shares in capital for the time being into several classes and to attach thereto respectively such preferential, rights, privileges or conditions as may be determined by or in accordance with the regulations of the company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the company. The rights of the preference shall be determined at the time of issue thereof. "

12. INCREASE IN AUTHORISED CAPITAL BY TRANSFEE COMPANY :

Upon the Scheme coming into effect and upon amalgamation of Authorized Capital of the TRANSFEROR COMPANIES , if the post



amalgamated authorized capital of the TRANSFEREE COMPANY falls short in such a event the TRANSFEREE COMPANY shall increase the authorized capital to the extent required so as to allot shares for implementing the terms of the scheme .

13. REDUCTION OF SHARE CAPITAL

The Scheme does not contain any reduction in the share capital of the **TRANSFEREE COMPANY** as per Sec. 66 of the Companies Act, 2013 except cancellation of shares of TRANSFEREE COMPANY due to inter /cross holding of shares resulting from this amalgamation.

PART V ACCOUNTING TREATMENT

14. ACCOUNTING TREATMENT :

- a) Upon the Scheme becoming effective and with effect from the Appointed Date, for the purpose of accounting for and dealing with the value of the assets and liabilities in the books of the TRANSFEREE COMPANY, the TRANSFEREE COMPANY shall record all the assets and liabilities including reserves of the TRANSFEROR COMPANIES transferred to and vested in the TRANSFEREE COMPANY pursuant to this Scheme, in accordance with POOLING OF INTEREST METHOD at their respective book values as appearing in the books of the TRANSFEROR COMPANIES.
- b) The TRANSFEREE COMPANY shall credit to its share capital account the aggregate face value of the new equity shares issued and allotted pursuant to Clause 10 (a) of part IV.
- c) After giving effects to the above Clauses, the difference between the value of New Equity Shares issued by the TRANSFEREE COMPANY to the members of the TRANSFEROR COMPANIES and the value of Share Capital of the TRANSFEROR COMPANIES before the Scheme, shall be debited / credited to Capital Reserve Account in the books of the TRANSFEREE COMPANY as the case may be.
- d) After giving effects to Clause (a) &(c) above, the difference in the book value of Investments of the TRANSFEROR COMPANIES held in the shares of the TRANSFEREE COMPANY, and the face value of shares pursuant to Clause



(g) part III, of the Scheme shall be adjusted against Capital Reserve of the TRANSFEREE COMPANY.

- e) Upon coming into effect of this Scheme, to the extent that there are inter-corporate loans or balances between the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY for the reduction of any assets or liabilities, as the case may be.
- f) In order to ensure that consistent Accounting Policies of the TRANSFEREE COMPANY are reflected in the financial statements, differences, if any, in the Accounting Policies between the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY, shall be ascertained and the impact of the same till the Amalgamation will be quantified and adjusted in the reserves of the TRANSFEREE COMPANY.

Subject to provisions of this Scheme, the Transferee Company shall abide by Accounting Standard AS-14 issued by the Institute of the Chartered Accountants of India (ICAI) and as per Section 133 of the Act and all entries shall be passed as per AS-14 in the Books of the Transferee Company.

PART VI

DISSOLUTION OF THE TRANSFEROR COMPANY AND GENERAL TERMS AND CONDITIONS

15. DISSOLUTION OF THE TRANSFEROR COMPANIES

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

16. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of this Scheme, the resolutions, if any, of the Transferor Companies, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the



provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

17. MODIFICATION OF SCHEME

- a. Subject to approval of the Hon'ble National Company Law Tribunal, the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY by their respective Board of Directors may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which the Hon'ble National Company Law Tribunal or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY may in their discretion accept, such modification(s) or addition(s) as the Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The TRANSFEROR COMPANIES and the TRANSFEREE COMPANY by their respective Boards of Directors are authorized to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible in law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by the National Company Law Tribunal or any Governmental Authorities, which the Board of Directors of the TRANSFEROR COMPANIES or the TRANSFEREE COMPANY find unacceptable for any reason, then the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY shall be at liberty to withdraw the Scheme.
- b. For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Board of Directors of the TRANSFEROR COMPANIES and



TRANSFEREE COMPANY may give and are authorized to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any, of the Transferor Companies) or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

18. FILING OF APPLICATIONS

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

19. APPROVALS

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

20. SCHEME CONDITIONAL UPON SANCTIONS, ETC.

20.1 This Scheme is conditional upon and subject to:

- a. The Scheme being agreed to by the requisite majority of the respective classes of members of the TRANSFEROR COMPANIES and of the TRANSFEREE COMPANY as required under the Act and the requisite orders of the National Company Law Tribunal being obtained; and



- b. The authenticated/certified copies of the orders or the Hon'ble National Company Law Tribunal sanctioning this Scheme being filed with the Registrar of Companies, West Bengal.

Accordingly, this Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the last of the dates on which the conditions referred to above have been fulfilled.

20.2 In the event of this Scheme failing to take effect finally by June 30, 2019, or by such later date as may be agreed by the respective Board of Directors of the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY this Scheme shall become null and void and be of no effect and in that event no rights and liabilities whatsoever shall accrue to or be incurred or claimed inter-se by the parties or their shareholders or creditors or employees or any other person. In such case, each company shall bear its own costs, charges and expenses or as may be mutually agreed.

21. COSTS, CHARGES, EXPENSES AND STAMP DUTY

All costs, charges and expenses (including any taxes and duties) incurred or payable by the TRANSFEROR COMPANIES and the TRANSFEREE COMPANY in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the TRANSFEROR COMPANIES with the TRANSFEREE COMPANY in pursuance of this Scheme, including stamp duty on the orders of the Hon'ble National Company Law Tribunal, if any and to the extent applicable and payable, shall be paid by the TRANSFEREE COMPANY.

22. MISCELLANEOUS

The Scheme does not contain or provide for any compromise with the creditors of the **TRANSFEREE COMPANY** and the **TRANSFEROR COMPANIES**. Further the Scheme has not been drawn to accommodate any corporate debt restructuring. The Scheme also does not come under the purview of the Competition Commission of India.



SCHEDULE OF ASSETS

Schedule of Assets as at 1st April 2018 of Campbell Projects Limited, Gagneh Agro Limited, Startree Infotech Ltd, Satchandi Sales Ltd, Lifewood Properties Ltd, Moonview Complex Ltd, Nirvanam Marketing Private Limited, Rudramukhi Enclave Private Limited, Wallstreet Distributor Private Limited, Utkarsh Dealer Private Limited, Warner Dealcom Private Limited and Matribhumi Merchandise Private Limited (the Transferor Companies), to be transferred to and vested in Nihon Impex Private Limited (the Transferee Company).

Part - I

A short description of the freehold properties of -

1. Campbell Projects Limited	- Nil
2. Gagneh Agro Limited	- Nil
3. Startree Infotech Limited	- Nil
4. Satchandi Sales Limited	- Nil
5. Lifewood Properties Limited	- Nil
6. Moonview Complex Limited	- Nil
7. Nirvanam Marketing Private Limited	- Nil
8. Rudramukhi Enclave Private Limited	- Nil
9. Wallstreet Distributor Private Limited	- Nil
10. Utkarsh Dealer Private Limited	- Nil
11. Warner Dealcom Private Limited	- Nil
12. Matribhumi Merchandise Private Limited	- Nil

Part-II

A short description of the Leasehold properties of :

1. Campbell Projects Limited	- Nil
2. Gagneh Agro Limited	- Nil
3. Startree Infotech Limited	- Nil
4. Satchandi Sales Limited	- Nil
5. Lifewood Properties Limited	- Nil
6. Moonview Complex Limited	- Nil
7. Nirvanam Marketing Private Limited	- Nil
8. Rudramukhi Enclave Private Limited	- Nil
9. Wallstreet Distributor Private Limited	- Nil
10. Utkarsh Dealer Private Limited	- Nil
11. Warner Dealcom Private Limited	- Nil
12. Matribhumi Merchandise Private Limited	- Nil

Part-III

(Short description of all stocks, shares, debentures and other charges-in-action of the Campbell Projects Limited)

<u>ASSETS</u>	Total
(A) Investment in Equity Instruments	4,40,000.00
(B) Cash and Cash Equivalent	22,980.00
Total	4,62,980.00
	=====
 <u>LIABILITIES</u>	
(A) Audit Fee payable	Total
	5725.00
Total	5725.00
	=====



	Total
<u>ASSETS</u>	
(A) Investment in Equity Instruments	4,50,000.00
(B) Non Current Assets	9,668.00
(C) Cash and Cash Equivalent	<u>23,795.00</u>
Total	4,83,463.00
	=====

	Total
<u>LIABILITIES</u>	
(A) Audit Fee payable	<u>1,000.00</u>
Total	1,000.00
	=====

(Short description of all stocks, shares, debentures and other charges-in-action of the Startree Infotech Limited)

	Total
<u>ASSETS</u>	
(A) Investment in Equity Instruments	1,15,00,000.00
(B) Other Non Current Assets	1,200.00
(C) Cash and Cash Equivalent	<u>5,01,342.00</u>
Total	1,20,02,342.00
	=====

	Total
<u>LIABILITIES</u>	
(A) Audit Fee Payable	1,100.00
(B) Short Term Provision	<u>140.00</u>
Total	1,240.00
	=====

(Short description of all stocks, shares, debentures and other charges-in-action of the Satchandi Sales Limited)

	Total
<u>ASSETS</u>	
(A) Investment in Equity Instruments	75,31,000.00
(B) Other Non Current Assets	1,000.00
(C) Cash and Cash Equivalent	7,48,419.00
(D) Inventories	<u>31,41,250.00</u>
Total	1,14,21,669.00
	=====

	Total
<u>LIABILITIES</u>	
(A) Audit Fee payable	1,100.00
(B) Other Current Liabilities	<u>14,20,000.00</u>
Total	14,21,100.00
	=====

(Short description of all stocks, shares, debentures and other charges-in-action of the Lifewood Properties Limited)

	Total
<u>ASSETS</u>	
(A) Investment in Equity Instruments	4,50,000.00
(B) Other Non Current Assets	1,200.00
(C) Cash and Cash Equivalent	4,96,849.00
(D) Inventories	<u>1,10,54,250.00</u>
Total	1,20,02,299.00
	=====

	Total
<u>LIABILITIES</u>	
(A) Audit Fee payable	1,000.00
(B) Short term Provisions	<u>130.00</u>
Total	1,130.00
	=====



	Total
ASSETS	
(A) Investment in Equity Instruments	6,50,000.00
(B) Other Non Current Assets	1,200.00
(C) Cash and Cash Equivalent	7,83,101.00
(D) Inventories	<u>1,10,67,960.00</u>
Total	1,25,02,261.00

	Total
LIABILITIES	
(A) Audit Fee payable	1,100.00
(B) Short term Provisions	<u>50.00</u>
Total	1,150.00

(Short description of all stocks, shares, debentures and other charges-in-action of the Nirvanam Marketing Private Limited)

	Total
ASSETS	
(A) Investment in Equity Instruments	1,01,00,000.00
(B) Other Non Current Assets	0.00
(C) Cash and Cash Equivalent	<u>7,048.00</u>
Total	1,01,07,048.00

	Total
LIABILITIES	
(A) Audit Fee payable	2,500.00
(B) Short term Provisions	<u>1,70.00</u>
Total	2,670.00

(Short description of all stocks, shares, debentures and other charges-in-action of the Rudramukhi Enclave Private Limited)

	Total
ASSETS	
(A) Investment in Equity Instruments	1,01,00,000.00
(B) Cash and Cash Equivalent	<u>6,808.00</u>
Total	1,01,06,808.00

	Total
LIABILITIES	
(A) Audit Fee payable	2,500.00
(B) Short term Provisions	<u>1,90.00</u>
Total	2,690.00

(Short description of all stocks, shares, debentures and other charges-in-action of the Wallstreet Distributor Private Limited)

	Total
ASSETS	
(A) Investment in Equity Instruments	93,32,67,340.00
(B) Other Non Current Assets	54,007.00
(C) Cash and Cash Equivalent	701614.28
(D) Inventories	1,44,03,838.80
(E) Other Current Assets	<u>9,116.00</u>
Total	94,84,35,916.08

	Total
LIABILITIES	
(A) Audit Fee payable	<u>9,600.00</u>
Total	9,600.00



	Total
ASSETS	
(A) Investment in Equity Instruments	86,20,33,457.61
(B) Other Non Current Assets	44,008.00
(C) Cash and Cash Equivalent	13,58,937.00
(D) Inventories	<u>1,11,76,702.35</u>
Total	<u>87,46,13,104.96</u>

LIABILITIES

	Total
(A) Audit Fee payable	<u>14,600.00</u>
Total	<u>14,600.00</u>

(Short description of all stocks, shares, debentures and other charges-in-action of the Warner Dealcom Private Limited)

	Total
ASSETS	
(A) Investment in Equity Instruments	75,28,23,120.28
(B) Other Non Current Assets	29,000.00
(C) Cash and Cash Equivalent	2,08,777.11
(D) Inventories	<u>41,250.00</u>
Total	<u>75,31,02,147.19</u>

LIABILITIES

	Total
(A) Audit Fee payable	10,600.00
(B) Short Term Provision	<u>7,720.00</u>
Total	<u>18,320.00</u>

(Short description of all stocks, shares, debentures and other charges-in-action of the Matribhumi Merchandise Private Limited)

	Total
ASSETS	
(A) Investment in Equity Instruments	85,44,07,914.00
(B) Other Non Current Assets	42,000.00
(C) Cash and Cash Equivalent	6,26,645.19
(D) Other Current Assets	<u>10,300.00</u>
Total	<u>85,50,86,859.19</u>

LIABILITIES

	Total
(A) Audit Fee payable	18,000.00
(B) Short Term Provision	<u>750.00</u>
Total	<u>18,750.00</u>





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