



KANORIA CHEMICALS & INDUSTRIES LIMITED

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19th September, 2018

The General Manager,
Department of Corporate Services,
BSE Limited,
P.J. Towers, Dalal Street,
Mumbai – 400 001.

Security Code : 506525

Dear Sir,

Sub: Disclosure under Regulation 37(6) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 - draft Scheme of Amalgamation of its wholly owned subsidiary, Pipri Limited with the Company pursuant to the provisions of Sections 230 and 232 of the Companies Act, 2013.

In continuation of our earlier letter dated 18th May, 2018, on the captioned subject and as required under Regulation 37(6) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we are attaching herewith certified copy of the draft Scheme of Amalgamation of the wholly owned subsidiary of the Company, Pipri Limited with the Company, with effect from 1st April, 2018, pursuant to the provisions of Sections 230 and 232 of the Companies Act, 2013, subject to necessary statutory and regulatory approvals, including sanction of the Hon'ble National Company Law Tribunal.

We are also attaching herewith certified copy of the resolutions of the Board of Directors of the Company and Pipri Limited, approving the draft Scheme of Amalgamation of Pipri Limited with the Company.

The details of the Processing Fee paid by the Company to BSE Limited in this regard are as under:

| | |
|---|----------------------------------|
| Processing Fee | INR 25,000 |
| GST @ 18% | INR 4,500 |
| TDS | INR 2,500 |
| Net amount remitted after TDS | INR 27,000 |
| RTGS Transaction No. (Copy attached) | DBSSH18262776732 |
| Transferred from | DBS Bank Limited, Kolkata |
| Date | 19 th September, 2018 |
| Beneficiary Name | BSE Limited |
| Beneficiary Bank Account No. | 00600340005156 |
| Beneficiary Bank | HDFC Bank Limited |
| Name of the Branch | Fort, Mumbai |

We request you to kindly take the same on record.

Thanking You,

Yours sincerely
For Kanoria Chemicals & Industries Limited

N.K. Sethia
Company Secretary

Encl. As above

Scheme of Amalgamation
(Pursuant to Sections 230 and 232 of the Companies Act, 2013)
of
Pipri Limited: Transferor Company
with
Kanoria Chemicals & Industries Limited: Transferee Company

This Scheme provides for amalgamation of the Transferor Company with the Transferee Company. The Transferor Company is a wholly owned subsidiary of the Transferee Company and hence no shares are to be issued by the Transferee Company in consideration of the amalgamation.

PART - I

(Preliminary: Definition, Share Capital and Objects & Reasons)

1. DEFINITIONS:

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the following meanings:

- i. **“Act”** means the Companies Act, 2013, or any statutory modifications or re-enactment thereof.
- ii. **“Appointed Date”** means the 1st day of April, 2018.
- iii. **“Board of Directors”** or **“Board”** means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof.
- iv. **“Operative Date”** means the date or last of the dates on which certified copies of the order of the Hon’ble National Company Law Tribunal, Kolkata Bench sanctioning this Scheme are filed by the Transferor Company and the Transferee Company with the Registrar of Companies. References in this scheme to the date of the Scheme becoming or being ‘operative’ shall mean the Operative Date.
- v. **“Scheme”** means this Scheme of Amalgamation of the Transferor Company with the Transferee Company pursuant to Sections 230 and 232 of the Act in the present form or with such modification(s) as sanctioned by the Hon’ble Tribunal.
- vi. **“Transferor Company”** means Pipri Limited, a company incorporated under the provisions of the Companies Act, 1956 and being a company within the meaning of

the Companies Act, 2013, having its registered office at 'Park Plaza', 71, Park Street, Kolkata 700 016.

- vii. **"Transferee Company"** means Kanoria Chemicals & Industries Limited, a company incorporated under the provisions of the Companies Act, 1956 and being a company within the meaning of the Companies Act, 2013 having its registered office at 'Park Plaza', 71, Park Street, Kolkata 700 016.
- viii. **"Tribunal"** or **"NCLT"** means the Hon'ble National Company Law Tribunal, Kolkata Bench.
- ix. **"Undertaking of the Transferor Company"** means and includes:
- (a) All the properties, assets, rights and powers of the Transferor Company and
- (b) All the debts, liabilities, duties and obligations of the Transferor Company.

Without prejudice to the generality of the foregoing clause, the said Undertaking shall include all rights, powers, interests, authorities, privileges and all properties and assets, moveable or immovable, freehold or leasehold, real or personal, tangible or intangible, corporeal or incorporeal, in possession or reversion, present or contingent, of whatsoever nature and wherever situated, including all lands, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, tax credits, loans and advances, leases and all other interests and rights in or arising out of such properties together with all liberties, easements, advantages, exemptions, approvals and licenses, if any, held as on the Appointed Date, applied for or as may be obtained thereafter by the Transferor Company or which the Transferor Company is entitled to, together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Company.

- x. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. **SHARE CAPITAL:**

i. The Transferor Company:

| | |
|--|---------------|
| <u>Authorised Share Capital:</u> | (Rs.) |
| 50,00,000 Equity Shares of Rs. 10/- each | 5,00,00,000/- |
| <u>Issued, Subscribed and Paid up Share Capital:</u> | |
| 46,50,550 Equity Shares of Rs. 10/- each fully paid up | 4,65,05,500/- |

All the Equity Shares issued by the Transferor Company are held by the Transferee Company and its nominees. The Transferor Company is thus a wholly-owned (100%) subsidiary of the Transferee Company.

ii. The Transferee Company:

Authorised Share Capital: (Rs.)
10,00,00,000 Equity Shares of Rs. 5/- each 50,00,00,000/-

Issued, Subscribed and Paid up Share Capital:
4,36,93,333 Equity Shares of Rs. 5/- each fully paid up 21,84,66,665/-

3. OBJECTS AND REASONS:

- i. The Transferee Company is a well established concern engaged primarily in the business of manufacturing chemicals and generating solar power. The Transferor Company is a registered non banking financial company (NBFC) engaged primarily in the business of investing in shares and securities of other bodies corporate. The Transferor Company is a wholly owned subsidiary of the Transferee Company.
- ii. The investment portfolio of the Transferor Company has not undergone much change over the last few years and has been relatively stagnant. The activity of holding and monitoring investments in shares and securities of other bodies corporate is already undertaken by the Transferee Company as an incidental part of its total functions. As such the undertakings of the two companies can be combined, run and managed together more conveniently and advantageously.
- iii. In the circumstances it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in the manner and on the terms and conditions stated in this Scheme of Amalgamation.
- iv. The amalgamation will enable appropriate consolidation and integration of the undertakings of the Transferor Company and the Transferee Company.
- v. The amalgamation will enable the merged entity to have a more rational asset holding structure. The existing operating business and activities of the Transferee Company will continue to constitute the main business and activity of the merged entity with the greater share of the assets and turnover of the merged entity being contributed by such operating business and activities. The addition of the investment portfolio of the Transferor Company to the investment portfolio of the Transferee Company under the amalgamation will enable suitable combination of such investment portfolios without any significant increase in allocation of

managerial resources and time towards holding and monitoring the same as the existing Transferee Company is already performing such functions. Such investment function will continue to be performed by the merged entity incidentally to its core operating business and activities.

- vi. The business of the amalgamated entity will be carried on more efficiently and economically as a result, inter alia, of pooling and more effective utilisation of the combined resources of the said companies, elimination of duplication of work and reduction in overheads, costs and expenses which will be facilitated by and follow the amalgamation. As such the amalgamation of the Transferor Company with the Transferee Company will enable greater realisation of the potential of the business in the merged entity.
- vii. The Scheme is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.

PART - II
(The Scheme)

4. TRANSFER OF UNDERTAKING:

4.1 With effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme. Accordingly, the Undertaking of the Transferor Company shall, pursuant to the provisions contained in Section 232 and other applicable provisions of the Act, stand transferred to and vest in and be deemed to be transferred to and vested in the Transferee Company, as a going concern without any further act, deed, matter or thing so as to become on and from the Appointed Date, the Undertaking of the Transferee Company.

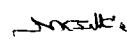
4.2 Without prejudice to the generality of the foregoing:-

- i. All the properties, assets, rights and powers of the Transferor Company, including immovable properties, investments, trade receivables, outstanding loans and advances recoverable in cash or in kind or for value to be received, bank balances and deposits and balances with Government, semi-Government, local and other authorities, customers and other persons, shall be transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company in terms of Section 232(4) of the Act.
- ii. All debts, liabilities, duties and obligations of the Transferor Company, including those arising from taxation laws, as on the Appointed Date whether

provided for or not in the books of the Transferor Company and all other liabilities which may accrue or arise after the Appointed Date but relate to the period on or upto the Appointed Date shall also be transferred to the Transferee Company, without any further act, deed, matter or thing in terms of Section 232(4) of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.

- 4.3 The transfer and vesting of the Undertaking of the Transferor Company, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets of the Transferor Company or any part thereof.
- 4.4 For the removal of doubts, it is clarified that to the extent that there are obligations, balances or other outstandings as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end.
- 4.5 Subject to the other provisions of this Scheme, all licenses, permits, approvals, permissions, consents, registrations, eligibility certificates and no-objection certificates obtained by the Transferor Company for its operations and/or to which the Transferor Company is entitled to in terms of the various Statutes, Schemes, Policies etcetera of Union and State Governments, shall be available to and vest in the Transferee Company, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Since the Undertaking of the Transferor Company will be transferred to and vested in the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permits, approvals, permissions, consents, registrations, eligibility certificates and no-objection certificates as enjoyed by the Transferor Company and to carry on and continue the operations of the Undertaking of the Transferor Company on the basis of the same upon this Scheme becoming operative. Further, all benefits, including credit for Minimum Alternate Tax, Advance tax and tax deducted at source and other benefits under Income Tax Act and tax credits and benefits relating to Sales Tax, Value Added Tax, excise duty, service tax, customs duties, octroi, entry tax, goods and service tax and other direct and indirect taxes, etcetera, to which the Transferor Company is entitled to in terms of the various Statutes, Schemes, Policies, etcetera of Union and State Governments, shall be available to and vest in the Transferee Company upon this Scheme becoming operative. It is clarified that the registrations which shall be so acquired by the Transferee Company from the Transferor Company shall not include the registration of the Transferor Company as a Non Banking Financial Company since the amalgamated Transferee Company will continue to carry and focus on its existing operating business of manufacturing chemicals and generating solar power as its principal business with

CHIEF EXECUTIVE OFFICER
TRANSFEROR COMPANY


Company Secretary

assets and income from such principal business constituting major part of its total assets and income even after the amalgamation.

4.6 Upon the coming into effect of this Scheme, the resolutions, and other actions undertaken by the Transferor Company, including the approvals that may have been obtained by Transferor Company from its shareholders under the provisions of the Act and which are valid and subsisting on the Operative 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 a part of the aggregate of the said limits in the Transferee Company.

4.7 Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme, without any further act or deed, and without payment of any registration or filing fee on such combined Authorised Share Capital, the Transferor Company and the Transferee Company having already paid such fees. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Company with the Transferee Company shall be a sum of Rs. 55,00,00,000/- divided into 11,00,00,000 Equity Shares of Rs. 5/- each. Clause 5 of the Memorandum of Association of the Transferee Company shall also stand altered accordingly.

5. **LEGAL PROCEEDINGS:**

If any suits, actions and proceedings of whatsoever nature (hereinafter called "**the Proceedings**") by or against the Transferor Company are pending on the Appointed Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.

6. **CONTRACTS AND DEEDS:**

Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, engagements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company



may be eligible and which have not lapsed and are subsisting on the Appointed Date shall remain in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

7. SAVING OF CONCLUDED TRANSACTIONS:

The transfer and vesting of the Undertaking of the Transferor Company under Clause 4 above, the continuance of Proceedings by or against the Transferee Company under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above shall not affect any transaction or proceeding already concluded by the Transferor Company on or before the Operative Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by and on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.

8. EMPLOYEES:

On and from the Operative Date:

8.1 All the employees of the Transferor Company in service on the Operative Date shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance or interruption in service on the said date.

8.2 Accordingly the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.

8.3 It is expressly provided that the Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.

9. DISSOLUTION OF THE TRANSFEROR COMPANY:

The Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 232 of the Act.

10. CONDUCT OF BUSINESS TILL OPERATIVE DATE:

With effect from the Appointed Date and upto the Operative Date:

- i. The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.
- ii. The Transferor Company shall carry on its businesses and activities with due diligence and business prudence and shall not charge, mortgage, encumber, alienate or otherwise deal with its assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of its business, without the prior written consent of the Transferee Company.
- iii. All profits or income accruing or arising to the Transferor Company (including taxes paid thereon) or expenditure or losses arising or incurred by the Transferor Company on and after the Appointed Date shall, for all purposes, be deemed to have accrued as the profits or income (including taxes paid) or expenditure or losses, as the case may be, of the Transferee Company.

11. CANCELLATION AND NO ISSUE OF SHARES:

Since all the Equity Shares of the Transferor Company are held by the Transferee Company, and the Transferee Company, being the holding company, cannot issue or allot any shares to itself, no shares whatsoever shall be issued by the Transferee Company in consideration of the amalgamation. Accordingly, the said Equity Shares of Transferor Company and the corresponding investment of the Transferee Company in such Equity Shares of the Transferor Company shall stand cancelled upon the Scheme becoming operative without issue or allotment of any new shares in lieu of such Equity Shares of the Transferor Company.

12. DIVIDEND

The Transferor Company shall not declare or pay any dividend in respect of the period falling on and after the Appointed Date, without the prior written consent of the Transferee Company. For the removal of doubts, it is declared that nothing in this Scheme shall prevent the Transferee Company from declaring and paying any dividends, whether interim or final, to its equity shareholders.

WITNESSED AND SIGNED AS ABOVE

M. K. ...

Company Secretary

13. ACCOUNTING:

- 13.1 The amalgamation shall be accounted for in the books of account of the Transferee Company pursuant to the pooling of interests method prescribed for business combinations of entities under common control in Appendix C of Indian Accounting Standard (Ind AS) 103 notified under the Companies (Indian Accounting Standards) Rules, 2015, to the extent applicable.
- 13.2 Accordingly on and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, all assets and liabilities of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of accounts of the Transferee Company at the book values as recorded in the Transferor Company's books of accounts.
- 13.3 To the extent there are inter-company loans, advances and any other balances whatsoever between the Transferor Company and Transferee Company, the same shall stand cancelled without any further act or deed, upon the Scheme becoming operative. The corresponding assets and liabilities in the books of account shall be reduced accordingly. It is clarified that such cancellation of inter-company balances shall include the cancellation of the investment of the Transferee Company in the Equity Shares of the Transferor Company. The difference between the carrying amount in the books of the Transferee Company of such investment in Equity Shares of the Transferor Company and the face value of such Equity Shares shall be adjusted in the Reserves of the Transferee Company.
- 13.4 All reserves of the Transferor Company, including Capital Reserve and General Reserves, but excluding the Special Reserve created in terms of Section 451C of the Reserve Bank of India Act, 1934 shall be incorporated in the books of account of the Transferee Company in the same form in which they appear in the books of the Transferor Company. The said Special Reserve of the Transferor Company has been created under the said statute which is not applicable to the Transferee Company at present and will also not be applicable to the Transferee Company resulting from the amalgamation herein and hence such Special Reserve is not required to be continued or maintained by such Transferee Company. Such Special Reserve was created out of profits and, accordingly, the amount thereof shall be credited to General Reserves in the books of the Transferee Company pursuant to this amalgamation.
- 13.5 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the General Reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

14. APPLICATIONS:

The Transferor Company shall, with all reasonable dispatch, make necessary applications pursuant to Sections 230 and 232 of the Act to the Hon'ble Tribunal for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up. The Transferor Company and the Transferee Company shall also seek such other approvals as may be necessary in law, if any, for bringing the Scheme into effect and be entitled to take such other steps and proceedings as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

15. APPROVALS AND MODIFICATIONS:

The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

- i. to assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble Tribunal and / or any other authorities under law may deem fit to approve or direct or which may be considered necessary due to any change in law or as may be otherwise deemed expedient or necessary by the respective Board of Directors as being in the best interest of the said companies and their shareholders.
- ii. to settle all doubts or difficulties that may arise in carrying out the Scheme, to give their approval to all such matters and things as is contemplated or required to be given by them in terms of this Scheme and to do and execute all other acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect, including for carrying out or performing all such formalities or compliances as may be deemed proper and necessary for effecting transfer and vesting of the properties of the Transferor Company.

Without prejudice to the generality of the foregoing, the Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

16. SCHEME CONDITIONAL UPON:

The Scheme is conditional upon and subject to:

- i. approval of the Scheme by the requisite majority of the members of the Transferor Company; and



- ii. sanction of the Scheme by the Hon'ble Tribunal under Sections 230 and 232 of the Act.

Accordingly, it is provided that the Scheme, although effective from the Appointed Date, shall become operative on the Operative Date upon filing of certified copies of the aforesaid order of the Hon'ble Tribunal sanctioning the Scheme with the Registrar of Companies by the Transferor Company and the Transferee Company.

17. COSTS, CHARGES AND EXPENSES:

All costs, charges and expenses in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company. In the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each company shall pay and bear their own costs.

18. RESIDUAL PROVISIONS:

18.1 On the approval of the Scheme by the members to whom this Scheme may be put for consideration pursuant to Section 230 of the Act, it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable.

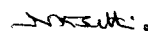
18.2 Even after the Scheme becomes operative, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realise all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferor Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally accepted by the parties concerned.

18.3 Any tax liabilities under the Income-tax Act, 1961 or any other Central or State tax laws dealing with taxes, duties or other levies, including without prejudice to the generality of the foregoing, Sales Tax, Value Added Tax, Excise Duty, Service Tax, Octroi, Entry Tax, Goods and Services Tax and Stamp Duty (hereinafter in this Clause referred to as "Tax Laws") allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the books of accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. All taxes paid or payable by the Transferor Company in respect of the operations and/or the profits before the Operative Date under the Tax Laws, shall be on account of the Transferee Company and, in so far it relates to the tax payment (whether by way of deduction at source, advance tax or otherwise howsoever) by the Transferor Company in respect of the profits made

from and after the Appointed Date, the same shall be deemed to be the tax paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly. Any refund under the Tax Laws due to Transferor Company consequent to the assessments made on Transferor Company 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.

- 18.4 The amalgamation of the Transferor Company with the Transferee Company and transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company has been proposed in compliance with the provisions of Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the said Section. Such modification will however not affect the other parts of the Scheme.
- 18.5 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person.

CERTIFIED TO BE TRUE COPY
For KANORIA CHEMICALS & INDUSTRIES LTD.



Company Secretary



Extracts from the Minutes of the Meeting no. 1/18-19 of the Board of Directors of the Company held on 18th May, 2018.

The Chairman explained in brief the proposal and rationale for amalgamation of Pipri Limited ("**Transferor Company**") with Kanoria Chemicals & Industries Limited ("**Transferee Company**") from 1st April 2018 ("**Appointed Date**") under a Scheme of Amalgamation pursuant to the provisions of Sections 230 and 232 of the Companies Act, 2013. It was explained that the Scheme was subject to and conditional upon the requisite approvals being received therefor, including sanction by the Hon'ble National Company Law Tribunal, Kolkata Bench. Accordingly, the Scheme although effective from the Appointed Date would become operational on the Operative Date, being the date or last of the dates on which certified copies of the order of the Hon'ble National Company Law Tribunal, Kolkata Bench sanctioning the Scheme are filed with the Registrar of Companies. The Board was informed that Messrs. Khaitan & Co, Advocates were appointed as lawyers for drafting the Scheme and taking other requisite legal steps and proceedings. The Board was apprised of the financial and other implications, benefits and terms of the proposed amalgamation. The draft of the Scheme of Amalgamation of the Transferor Company with the Transferee Company prepared by Messrs. Khaitan & Co, Advocates and the report of the Audit Committee recommending the same were, inter alia, placed before the Board.

It was noted that since the Transferor Company is a wholly owned subsidiary of the Transferee Company, all Equity Shares of the Transferor Company shall stand cancelled upon the Scheme becoming effective, without issue or allotment of any new shares in lieu of such Equity Shares.

The Board noted that the Scheme of Amalgamation would be beneficial, inter alia, as follows:

- i) The amalgamation will enable appropriate consolidation and integration of the undertakings of the Transferor Company and the Transferee Company.
- ii) The amalgamation will enable the merged entity to have a more rational asset holding structure. The existing operating business and activities of the Transferee Company will continue to constitute the main business and activity of the merged entity with the greater share of the assets and turnover of the merged entity being contributed by such operating business and activities. The addition of the investment portfolio of the Transferor Company to the investment portfolio of the Transferee Company under the amalgamation will enable suitable combination of such investment portfolios without any significant increase in allocation of managerial resources and time towards holding and monitoring the same as the existing Transferee Company is already performing such functions. Such investment function will continue to be performed by the merged entity incidentally to its core business activities.
- iii) The business of the amalgamated entity will be carried on more efficiently and economically as a result, inter alia, of pooling and more effective utilisation of the combined resources of the said companies, elimination of duplication of work and reduction in overheads, costs and expenses which will be facilitated by and follow the amalgamation. As such the amalgamation of the Transferor Company with the Transferee Company will enable greater realisation of the potential of the business in the merged entity.
- iv) The Scheme will have beneficial results for the said Companies, their shareholders, employees and all concerned.



The Board of Directors considered the matter in detail. The Board was of the view that the amalgamation in the manner proposed was desirable and expedient and the Scheme should be adopted and implemented with necessary approvals. After discussions the following resolutions were passed:-

"RESOLVED that the Scheme of Amalgamation of Pipri Limited with Kanoria Chemicals & Industries Limited ("Scheme") from 1st April, 2018 (Appointed Date), as per draft placed before the meeting and initialed by the Chairman for the purpose of identification, be and is hereby approved."

"RESOLVED FURTHER that the appointment of M/s Khaitan & Co., Advocates as legal advisers in relation to the Scheme be and is hereby ratified."

"RESOLVED FURTHER that the report of the Board on the effect of the Scheme on various stakeholders, including the stakeholders referred to in Section 232(2)(c) of the Companies Act, 2013, as per draft placed before the meeting and initialed by the Chairman for the purpose of identification, be and is hereby approved."

"RESOLVED FURTHER that Shri R. V. Kanoria and Shri S. V. Kanoria, Directors, Shri N. K. Nolkha, Group Chief Financial Officer and Shri N. K. Sethia, Company Secretary of the Company be and are hereby jointly and severally authorised to take all necessary steps for bringing the Scheme into effect, including obtaining statutory approvals and sanctions, if and to the extent required; to finalise the text of the Scheme; to make and agree to all alterations in the Scheme as may be suggested by the Hon'ble National Company Law Tribunal, Kolkata Bench or the Government or any other person; to appoint such other agencies, Advocates and Advisors as may be required in relation to the Scheme; to approve and sign all applications, petitions, affidavits and other documents, if and as may be required to be filed before the Hon'ble National Company Law Tribunal, Kolkata Bench and other authorities; to approve, sign and execute all notices, advertisements, statements, intimations, disclosures and other documents whatsoever as may be required to be filed or issued in connection with the Scheme; and do all other acts, deeds and things touching or concerning the Scheme to give full effect to and implement the Scheme."

Certified true Copy

PIPRI LIMITED

Registered Office :
Park Plaza
71 Park Street
Kolkata 700 016
Tel : +91-33-4031 3200
Fax : +91-33-4031 3220
CIN : U67120WB1977PLC03108

Extracts of the of Minutes of the Meeting no. 2/18-19 of the Board of Directors of the Company held on 18th May, 2018.

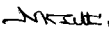
The Chairman explained in brief the proposal and rationale for amalgamation of Pipri Limited ("Transferor Company") with Kanoria Chemicals & Industries Limited ("Transferee Company") from 1st April 2018 ("Appointed Date") under a Scheme of Amalgamation pursuant to the provisions of Sections 230 and 232 of the Companies Act, 2013. It was explained that the Scheme was subject to and conditional upon the requisite approvals being received therefor, including sanction by the Hon'ble National Company Law Tribunal, Kolkata Bench. Accordingly, the Scheme although effective from the Appointed Date would become operational on the Operative Date, being the date or last of the dates on which certified copies of the order of the Hon'ble National Company Law Tribunal, Kolkata Bench sanctioning the Scheme are filed with the Registrar of Companies. The Board was informed that Messrs. Khaitan & Co, Advocates were appointed as lawyers for drafting the Scheme and taking other requisite legal steps and proceedings. The Board was apprised of the financial and other implications, benefits and terms of the proposed amalgamation. The draft of the Scheme of Amalgamation of the Transferor Company with the Transferee Company prepared by Messrs. Khaitan & Co, Advocates was placed before the Board.

It was noted that since the Transferor Company is a wholly owned subsidiary of the Transferee Company, all Equity Shares of the Transferor Company shall stand cancelled upon the Scheme becoming effective, without issue or allotment of any new shares in lieu of such Equity Shares.

The Board noted that the Scheme of Amalgamation would be beneficial, inter alia, as follows:

- i. The amalgamation will enable appropriate consolidation and integration of the undertakings of the Transferor Company and the Transferee Company.
- ii. The amalgamation will enable the merged entity to have a more rational asset holding structure. The existing operating business and activities of the Transferee Company will continue to constitute the main business and activity of the merged entity with the greater share of the assets and turnover of the merged entity being contributed by such operating business and activities. The addition of the investment portfolio of the Transferor Company to the investment portfolio of the Transferee Company under the amalgamation will enable suitable combination of such investment portfolios without any significant increase in allocation of managerial resources and time towards holding and monitoring the same as the existing Transferee Company is already performing such functions. Such investment function will continue to be performed by the merged entity incidentally to its core business activities.
- iii. The business of the amalgamated entity will be carried on more efficiently and economically as a result, inter alia, of pooling and more effective utilisation of the combined resources of the said companies, elimination of duplication of work and reduction in overheads, costs and expenses which will be facilitated by and follow the amalgamation. As such the amalgamation of the Transferor Company with the

For PIPRI LIMITED


DIRECTOR

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Transferee Company will enable greater realisation of the potential of the business in the merged entity.

- iv. The Scheme will have beneficial results for the said Companies, their shareholders, employees and all concerned.

The Board of Directors considered the matter in detail. The Board was of the view that the amalgamation in the manner proposed was desirable and expedient and the Scheme should be adopted and implemented with necessary approvals. After discussions the following resolutions were passed:-

“RESOLVED that the Scheme of Amalgamation of Pipri Limited with Kanoria Chemicals & Industries Limited (“Scheme”) from 1st April, 2018 (Appointed Date), as per draft placed before the meeting and initialed by the Chairman for the purpose of identification, be and is hereby approved.”

“RESOLVED FURTHER that the appointment of M/s Khaitan & Co., Advocates as legal advisers in relation to the Scheme be and is hereby ratified.”

“RESOLVED FURTHER that the report of the Board on the effect of the Scheme on various stakeholders, including the stakeholders referred to in Section 232(2)(c) of the Companies Act, 2013, as per draft placed before the meeting and initialed by the Chairman for the purpose of identification, be and is hereby approved.”

“RESOLVED FURTHER that Shri N. K. Nolkha, Shri N. K. Sethia and Shri G. Jamer, Directors of the Company be and are hereby jointly and severally authorised to take all necessary steps for bringing the Scheme into effect, including obtaining statutory approvals and sanctions, if and to the extent required; to finalise the text of the Scheme; to make and agree to all alterations in the Scheme as may be suggested by the Hon’ble National Company Law Tribunal, Kolkata Bench or the Government or any other person; to appoint such other agencies, Advocates and Advisors as may be required in relation to the Scheme; to approve and sign all applications, petitions, affidavits and other documents, if and as may be required to be filed before the Hon’ble National Company Law Tribunal, Kolkata Bench and other authorities; to approve, sign and execute all notices, advertisements, statements, intimations, disclosures and other documents whatsoever as may be required to be filed or issued in connection with the Scheme; and do all other acts, deeds and things touching or concerning the Scheme to give full effect to and implement the Scheme.”

Certified to be true

For PIPRI LIMITED


DIRECTOR



Outgoing RTGS

KANORIA CHEMICALS & INDUSTRIES LTD-828210051998-INR

Transaction Advice/s

Date : 19-Sep-2018
Transaction Reference : DBSSH18262776732
Beneficiary Name : BSE LIMITED
Beneficiary Account : 00600340005156
Beneficiary Bank : HDFC BANK

Transaction Details

| | Remittance Amount | Exchange Rate | Transaction Amount | Account Number |
|-----------|-------------------|---------------|--------------------|----------------|
| Principal | INR 27,000.00 | | INR 27,000.00 | 828210051998 |

Payment Details