

Annexure-2

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**SCHEME OF AMALGAMATION  
OF  
MAHENDRA ALUMINIUM COMPANY LIMITED  
WITH  
ARFIN INDIA LIMITED**

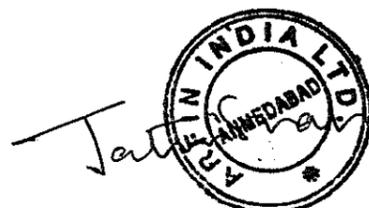
**PREAMBLE**

This Scheme of Amalgamation is presented for the amalgamation of Mahendra Aluminium Company Limited with Arfin India Limited pursuant to sections 230-232 of the Companies Act, 2013.

**1. DEFINITIONS**

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

- 1.1 **'Act'** means the Companies Act, 2013, the rules and regulations made thereunder and will include any statutory modification or re-enactment or amendment thereof for the time being in force, except to the extent the provision which are still applicable as per the Companies Act, 1956 and/or any statutory modification or re-enactment or amendment thereof for the time being in force;
- 1.2 **'Amalgamation'** means the transfer and vesting of undertaking of the Transferor Company into the Transferee Company in accordance with the Scheme.



1.3 **'Appointed Date'** means the Date of 1<sup>st</sup> April, 2016.

1.4 **'Stock Exchange'** shall have the same meaning as ascribed to it under the Securities Contracts (Regulation) Act, 1956, where shares of the Transferee Company are listed.

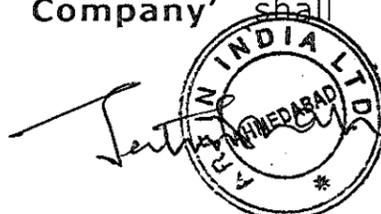
1.5 **'The Scheme'** means this Scheme of Amalgamation in its present form or with any modifications approved or imposed or directed by the Hon'ble National Company Law Tribunal, Ahmedabad.

1.6 **'Transferee Company'** or **'ARFIN'** shall mean Arfin India Limited, a Company incorporated under the Act, having its registered office at B-302, 3<sup>rd</sup> Floor, Pelican House, Near Natraj Cinema, Gujarat Chamber of Commerce Building, Ashram Road, Ahmedabad-380 009.

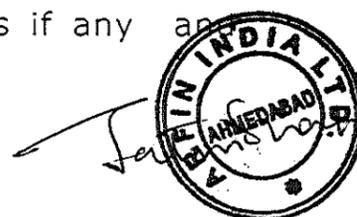
1.7 **'Transferor Company'** or **'MALCO'** shall mean Mahendra Aluminium Company Limited, a company incorporated under the Act, having its registered office at B-302, 3<sup>rd</sup> Floor, Pelican House, Near Natraj Cinema, Gujarat Chamber of Commerce Building, Ashram Road, Ahmedabad-380009

1.8 **'Tribunal'** means the National Company Law Tribunal or any other judicial forum prescribed under the provisions of the Companies Act, 2013 for approving any Scheme of arrangement, compromise or reconstruction of companies under sections 230 to 240 of the Companies Act, 2013.

1.9 **'Undertaking of Transferor Company'** shall mean and include:-



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- a) All the assets and properties of the Transferor Company as on the Appointed Date.
- b) All the debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date.
- c) Without prejudice to the generality of Sub-clause (a) above the undertaking of the transferor company shall include all the transferor company' reserves, provisions, funds, moveable and immovable properties, assets including investments, claims, powers, authorities, authorized capital, allotment, approvals, consents, registrations, contracts, enactments, deferred income, arrangements, rights, titles, interest, benefits, advantages, lease-hold rights and other intangible rights, industrial and all licenses, permits, pre & post authorizations, quota, rights, trade marks, patents, brands, secret formulae, drawings, research rights and other industrial intellectual properties, imports, telephone/facsimile/telex and other communication facilities, Electrical Connections, non conventional devices and equipments including Computers, Hardwares, Softwares, and other electronic equipments and instruments, system of any kind whatsoever, rights and benefits of all agreements and other interests including rights & benefits under various schemes of different Taxation Laws as may belong to or be available to the Transferor Company, rights and powers of every kind, nature and description of whatsoever probabilities, liberties, easements, advantages, awards of Arbitrators if any and



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approval of whatsoever nature and wheresoever situated, belonging to or in ownership, power or possession or control or entitlement of the Transferor Company.

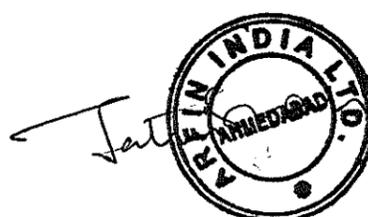
The expressions which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning as ascribed to them under the Act and other applicable laws, Articles of Association, rules, regulations, bye-laws, as the case may be, or any statutory modifications or re-enactment thereof from time to time.

## **2. RATIONALE AND OBJECTIVES OF THE SCHEME OF AMALGAMATION**

With a view to rationalize and consolidate the business activities of the Companies, the present Scheme is proposed. The proposed merger of MALCO with ARFIN will benefit both the Companies in the following manner:-

*(a) The merger will consolidate the business activity and will lead to greater efficiency in the overall business and achieve integration of the business operations as well as synergy benefits through combined operations of both the entities.*

*(b) Since the products of both the companies are similar in nature, the contemplated merger will lead to economies of scale which in turn will promote cost efficiency by means of reduction in administrative overheads, reduction in multiplicity of legal and regulatory compliances, and help run the business more effectively and*



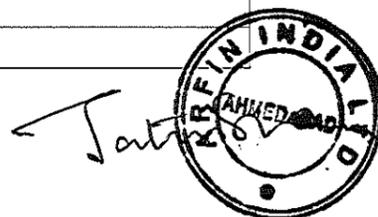
economically resulting in better utilization of resources.

- (c) The proposed amalgamation will contribute in fulfilling and furthering the objects of the companies. It will strengthen, consolidate and stabilize the business of these companies and will facilitate further expansion and growth of their business.
- (d) The proposed amalgamation shall improve the efficiency in cash management, organizational capability from pooling of human capital having skill, talents and vast experience and thereby increase competitiveness in the industry.
- (e) The Transferee Company will have benefit of the combined assets and man-power of both the companies. The combined resources will enhance its capability to expand and increase its market share more effectively.
- (f) The proposed amalgamation will create enhanced value for shareholders and allow a focused strategy in operations, which would be in the best interest of all its shareholders, creditors and all persons connected with the companies.

### 3. SHARE CAPITAL

- 3.1 The Authorised, Issued, Subscribed and Paid-up share capital of the Transferee Company as on March 31, 2016 is as under:

<b>Particulars</b>	<b>Amount (INR)</b>
<b>Authorised share capital</b>	
1,10,00,000 equity shares of face value of INR 10/- each	11,00,00,000



<b>TOTAL</b>	<b>11,00,00,000</b>
<b>Issued, subscribed and paid-up share capital</b>	
30,18,300 fully-paid up equity shares of face value of INR 10/- each	3,01,83,000
<b>TOTAL</b>	<b>3,01,83,000</b>

Subsequent to March 31, 2016, in terms provisions of section 62(1)(c) read with section 42 and all other applicable provisions, of the Companies Act, 2013, and in compliance with Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, the Transferee Company issued and allotted, on preferential basis 10,32,857 warrants (Ten Lakhs Thirty Two Thousand Eight Hundred and Fifty Seven) of face value of INR 10/- each. All warrants, except 50,000 warrants allotted to Public Category Investors, have since been converted into Equity Shares.

Accordingly, the issued equity share capital of the Transferee Company is as set out below:

<b>Particulars</b>	<b>Amount (INR)</b>
<b>Authorised share capital</b>	
1,10,00,000 equity shares of face value of INR 10/- each	11,00,00,000
<b>TOTAL</b>	<b>11,00,00,000</b>
<b>Issued, subscribed and paid-up share capital</b>	
40,01,157 fully-paid up equity shares of face value of INR 10/- each	4,00,11,570
<b>TOTAL</b>	<b>4,00,11,570</b>

3.2 The Authorised, Issued, Subscribed and Paid-up share capital of the Transferor Company as on March 31, 2016 and as on date is as under:

<b>Particulars</b>	<b>Amount (INR)</b>



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<b>Authorised share capital</b>	
15,00,000 equity shares of face value of INR 10/- each	1,50,00,000
<b>TOTAL</b>	<b>1,50,00,000</b>
<b>Issued, subscribed and paid-up share capital</b>	
11,85,000 fully-paid up equity shares of face value of INR 10/- each	1,18,50,000
<b>TOTAL</b>	<b>1,18,50,000</b>

#### 4. TRANSFER AND VESTING OF UNDERTAKING

- 4.1 With effect from the Appointed Date and subject to the provisions of this scheme in relation to the mode of transfer and vesting, the Undertaking of the Transferor Company shall, without any further act or deed, be and the same shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company pursuant to the provisions of section 232 and other applicable provisions of the Act.
- 4.2 With effect from the Appointed Date and subject to the provisions of this Scheme and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act and in relation to the mode of transfer and vesting, all the assets and properties, rights, claims, title, interest, hereditaments and authorities including accretions and appurtenances thereto such as dividends, or other benefits of any nature received of the Transferor Company shall, without any further act, instrument or deed, be and the same shall stand transferred to and / or vested in or be deemed to have been and stand transferred to or vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the estate, rights, titles, hereditaments and interests



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and authorities including accretions and appurtenances thereto such as dividends, or other benefits receivable by that of the Transferee Company.

- 4.3 With effect from the Appointed Date, and subject to the provisions of this Scheme, all the debts, liabilities, duties and obligations of the Transferor Company, shall also be and shall stand transferred or deemed to have been transferred without any further act, instrument or deed to the Transferee Company, pursuant to the provisions of Section 232 of the Act, so as to become as and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company and further that it shall not be necessary to obtain consent of any third party or other person who is a party to the contract or arrangements by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause.
- 4.4 Without prejudice to the generality of Clause 4.1 above, the undertaking of the Transferor Company shall mean and include inter alia all the relatable properties and assets including land and buildings, plant and machinery, vehicles, current assets, cash and bank balances, stock-in-trade, work-in-progress, goodwill and other intangibles, investments, rights, titles, interests, powers, authorities, licenses, contracts, pending Arbitration proceeding tax deducted at source by vendors/ banks/ and receivable by the said company as reflected in Form 26AS on NSDL Income Tax Website as well as those evidences by the valid TDS certificate and other Tax Credits and registrations of whatsoever nature including



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without being limited to all patents, trademarks, trade names, know-how and other intellectual property rights of whatsoever nature and licenses in respect thereof, privileges, liberties, easements, advantages, benefits, leases, tenancy rights, ownership flats, quota rights, permits, approvals, authorizations, right to use of telephone, telexes, fax machines, e-mail, internet, electricity connections, utilities and other services etc. (hereinafter collectively referred to as "the said assets") pertaining to the undertaking of the Transferor Company.

- (a) It is expressly provided that in respect of such of the said assets as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company in pursuance of the provisions of Section 232 of the Act.
- (b) In respect of such of the said assets other than those referred to in sub para (a) above, the same shall, as more particularly provided in sub-clause 4.4 above, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 232 of the Act.

4.5 Loans or other obligations, if any, due or outstanding inter se between the Transferor Company and the Transferee Company shall stand discharged and there shall be no liability, relating either to principal or to interest after the



Appointed Date, in respect of such loans and other obligations.

- 4.6 With effect from the Appointed Date, all taxes (including but not limited to advance tax, tax deducted at source, minimum alternate tax, credits, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, or goods and service tax, as applicable excise duty, wealth tax, fringe benefit tax and tax collected at source, etc.) payable by or refundable to or being the entitlement of the Transferor Company, including all or any refunds or claims shall be treated as the tax liability or refunds/ credits/ claims, as may be of the Transferee Company, and any tax incentives, advantages, privileges, exemptions, credits, tax holidays, remissions, reductions as would have been available to the Transferor Company. Benefit of tax losses including brought forward business losses, unabsorbed depreciation etc. of Transferor Company shall be available to Transferee Company w.e.f. Appointed Date in terms of Section 72A of Income Tax Act, 1961.
- 4.7 The Transferee Company shall be entitled to file/ revise their statutory returns and related tax payment certificates and to claim refunds, advance tax credits etc. as may be required consequent to the implementation of the Scheme.
- 4.8 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, execute deeds of confirmation in favour of any party to any contract or arrangement to which the



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Transferor Company is a party or any writing as may be necessary to execute in order to give formal effect to the above provisions. 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 Company as the case may be and to implement or carry out all such formalities or compliances as are required to be carried out or performed by the Transferor Company under any loan agreements or contracts or otherwise.

- 4.9 For the avoidance of doubt and without prejudice to the generality of the forgoing, it is clarified that upon coming into effect of the scheme, all consents, permissions, licenses, certificates, forms, clearances, authorities, powers of attorneys given/issued to executed in favour of the Transferor Company 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 the duties there under and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall receive relevant approval from the concerned governmental authorities as may be necessary in this behalf.

## **5. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**

- 5.1 Subject to all the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of



whatsoever nature to which any of the Transferor Company are parties or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Appointed Date, shall be in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced as fully and effectively as if, instead of the said Transferor Company, the Transferee Company had been a party or beneficiary thereto.

- 5.2 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, execute deeds, writings or confirmations or enter into a tri-partite arrangement, confirmation or novation to which the respective Transferor Company will, as may be necessary also be a party in order to give formal effect to this Clause if so required or become necessary. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the respective Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.

## 6. LEGAL PROCEEDINGS

If any suit, petition, appeal, revision or other proceedings of whatsoever nature including Arbitration Proceeding (hereinafter called "the proceedings") by or against the Transferor Company be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or of anything contained in



the 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 be or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made. Upon sanction of the Scheme, the Transferee Company shall and may initiate any legal proceedings for and on behalf of the Transferor Company or either of them as the case may be in its own name.

**7. OPERATIVE DATE OF THE SCHEME**

The Scheme, set out herein in its present form or with any modification(s) approved or imposed or directed by Hon'ble National Company Law Tribunal, shall be effective from the Appointed Date.

**8. TRANSFEROR COMPANY'S STAFF, WORKMEN AND EMPLOYEES**

All the staff, workmen or other employees in the service of the Transferor Company immediately preceding the date of sanction of the Scheme continuing from the appointed date, shall become the staff, workmen and employees of the Transferee Company on the basis that:-

- 8.1 Their services shall be deemed to have been continuous and not have been interrupted by reason of the said transfer.
- 8.2 The terms and conditions of service applicable to such staff, workmen or employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately preceding the transfer date.



8.3 The Transferee Company shall not vary the terms and conditions of the service of its staff, workmen and employees except in the ordinary course of business.

8.4 It is expressly provided that as far as Provident Fund, Gratuity Fund, Superannuation Fund or any other Fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company is concerned, upon the Scheme becoming effective, the Transferee Company shall (to the extent of the services of the Transferred Employees) stand substituted for the Transferor Company for all purposes whatsoever relating to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with provisions of such Funds as per the terms provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees of the Transferor Company under such Funds and Trusts shall be protected. It is clarified that the services of the employees of the Transferor Company will also be treated as having been continuous and shall not be treated as having been broken for the purpose of the aforesaid Funds or provisions.

**9. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL THE DATE OF SANCTION OF THE SCHEME**

With effect from the Appointed Date and upto the date of sanction of the Scheme:



- 9.1 The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all the said assets for and on account of and in trust for the Transferee Company.
- 9.2 All the profits or incomes accruing to the Transferor Company or losses or expenditure arising or incurred by it shall, for all purposes, be treated as the profits or incomes or losses or expenditure of the Transferee Company as the case may be.
- 9.3 The Transferor Company shall carry on its business activities, with reasonable diligence, business prudence and shall not, without the written consent of Board of Directors of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with the said assets or any part thereof except in the ordinary course of their business except pursuant to any pre-existing obligation undertaken by the Transferor Company prior to the Appointed Date.
- 9.4 The Transferor Company shall not, without the written consent of the Board of Directors of the Transferee Company, undertake any new business.
- 9.5 The Transferor Company shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business and with the mutual consent of the Board of Directors of the Transferee Company.
- 9.6 The Transferor Company shall not undertake any additional financial commitments of any nature



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whatsoever, borrow any amounts or incur any other liabilities or expenditure without the written consent of the Board of Directors of Transferee Company.

- 9.7 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and other related agencies, departments and other authorities concerned as are necessary under any law for such consents, licenses, permissions, approvals and sanctions which the Transferee Company may require to own and operate the businesses of the Transferor Company.

#### 10. CONSIDERATION

- 10.1 Upon this Scheme becoming effective, and in consideration for the transfer and vesting of the entire undertakings of the Transferor Company with the Transferee Company, the Transferee Company, shall, without any further application or deed, but subject to necessary approvals, if any, being granted, issue and allot fully paid up Equity Shares to the shareholders of the Transferor Company, holding fully paid up equity shares in the Transferor Company, (whose names appear in the Register of Members of the Transferor Company on the Record Date, or his/her heirs, executors, administrators or successors-in-title, as the case may be), as under:

"1 (One) Equity Shares of the face value of Rs. 10/- each as fully paid up of the Transferee Company for every 2 (Two) Equity Shares of the face value of Rs 10/- each held in the Transferor Company (Hereinafter, equity shares to be issued to the shareholders of Transferor



Company are referred to as "New Equity Shares")."

10.2 In case any member's shareholding in the Transferor Company is such that on the basis of the aforesaid exchange ratio of shares, the member is entitled to a fraction of New Equity Share which exceeds one-half share, such member shall, in lieu of such fraction, be entitled to receive allotment of one New Equity Share of the Transferee Company. On the other hand, if the shareholding of any member in the Transferor Company is such that on the basis of the aforesaid exchange ratio of shares, the member is entitled to a fraction of New Equity Share which is less than or equal to one-half share, then such fraction shall be ignored and such member shall not be entitled to receive any New Equity Share of the Transferee Company in lieu of such fraction.

10.3 The New Equity Shares of the Transferee Company to be issued pursuant to this Scheme shall rank pari passu with the existing equity shares of the Transferee Company.

10.4 The issue and allotment of New Equity Shares by the Transferee Company, to the shareholders of the Transferor Company as provided in this Scheme is an integral part thereof and shall be deemed to have been carried out as if the procedure laid down under Section 62 of the Companies Act, 2013 and any other applicable provisions of the Act were duly complied with.

10.5 The New Equity Shares issued in terms of the Scheme shall, in compliance of the applicable regulations, be listed and/or admitted to trading



on BSE Limited where the equity shares of Transferee Company are listed and admitted to trading. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of BSE Limited. The New Equity Shares allotted pursuant to this Scheme shall remain frozen in the depository system till the relevant directions in relation to listing/trading are provided by BSE Limited.

10.6 Upon this Scheme becoming effective, all the Shareholders of the Transferor Company who exercise the option to receive shares in dematerialized form, shall be issued new shares of Transferee company in dematerialized form, provided all details relating to their depository account with the depository participant are made available to Transferee company, who shall issue and directly credit the dematerialized securities account of such Shareholder with the equity shares of Transferee company and all the shareholders of the Transferor company holding shares in physical form, if so required by Transferee Company shall surrender their share certificates for cancellation thereof to Transferee company.

10.7 In terms of the provisions of Listing Regulations and other applicable SEBI Regulations, including any Circular issued therein, New Shares to be issued pursuant to this Scheme to the Promoters of the Transferor Company, may be placed, to the extent applicable under lock-in by the Stock Exchange or SEBI/ any other competent authority. However, the Promoters may enter into inter-se



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transfer amongst themselves during such lock-in period.

10.8 The Transferee Company shall take necessary steps to increase or alter, to the extent required, its Authorized Share Capital suitably to enable it to issue and allot the New Equity Shares pursuant to this Scheme.

**11. ACCOUNTING TREATMENT OF ASSETS, LIABILITIES AND RESERVES OF THE TRANSFEROR COMPANY**

On the Scheme becoming effective, the Transferee Company shall account for the amalgamation, in its books with effect from the Appointed Date, in accordance with the Purchase method prescribed under Accounting Standard 14 (Accounting for Amalgamations), notified under the Companies Accounting Standards Rules and/or any other Act for the time being in force as mentioned in Sec. 133 of the Act, as under:

11.1 All the assets and liabilities of the Transferor Company shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their respective book values.

11.2 The Transferee Company shall credit to the Share Capital Account in its books of account, the aggregate face value of the New Equity Shares issued and allotted under the Scheme to the equity shareholders of the Transferor Company pursuant to this Scheme.



11.3 The amount of any inter-company balances and investments shall stand cancelled without any further act or deed, upon the Scheme coming into effect, and the amounts so cancelled shall not be recorded in the books of account of the Transferee Company.

11.4 The difference arising after giving effect to clause 11.1, 11.2 and 11.3 above shall be credited to capital reserve, in case there being an excess or debited to Goodwill Account in case there being a shortfall.

11.5 In case of any difference in the accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted against the Profit & Loss Account of the Transferee Company to ensure that the financial statements of the Transferee Company and Transferor Company reflect the financial position on the basis of consistent accounting policy.

## **12. OUTSTANDING CONVERTIBLE SECURITIES IN TRANSFEEE COMPANY**

12.1 As on date of Presentation of the Scheme, the transferee company has following outstanding convertible securities:-

- a) Out of 10,32,857 (Ten Lakh Thirty Two Thousand Eight Hundred Fifty Seven) share warrants issued on December 5, 2016 in terms of SEBI (Issue of Capital and Disclosure Requirements) Regulation, 2009 to Promoters and Public Shareholders, 50,000 (Fifty Thousand) share warrants issued to Public Shareholders are outstanding which are



expected to be converted into equal number of equity shares before February 28, 2017.

12.2 Without any prejudice to the Scheme, the transferee company shall issue shares in accordance with terms of share warrant issue as aforesaid upon conversion of share warrants by the holders.

12.3 The issue of shares to the shareholders of Transferor Company under this scheme as per merger under Clause 10 - "Consideration" as well as issue of shares upon conversion of share warrants as specified above, will not violate relevant SEBI Regulations on the requirement of maintaining minimum public shareholding of the listed Company.

### **13. ALTERATIONS/AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE TRANSFEREE COMPANY**

#### **13.1 Capital Clause:**

Upon coming into effect of the Scheme, the Authorized Share Capital of:

- (a) Transferor Company of Rs. 1,50,00,000/- or such amount as may be on the date of sanction of the scheme, shall be added to the Authorized Share Capital of the Transferee Company, without any further act or deed and without any further payment of the stamp duty or the registration fees.

13.2 Consequent upon the addition of the authorized capital of the Transferor Company in the authorized capital of the Transferee Company, Clause V of the Memorandum of Association of the Transferee Company shall be replaced as under:-



*"The Authorised Share Capital of the Company is Rs. 12,50,00,000/- (Rupees Twelve Crores Fifty Lakhs Only) divided into 1,25,00,000 (One Crore Twenty Five Lakhs) Equity Shares of Rs. 10/- each."*

13.3 Under the accepted principle of Single Window Clearance, it is hereby provided that the above referred change, viz. Change in the Capital Clause shall become operative on the scheme being effective by virtue of the fact that the Shareholders of the Transferee Company, while approving the scheme as a whole, have also resolved and accorded the relevant consents as required respectively under Sections 17/13, 94/61 and 97/64 of the Companies Act, 1956/2013 or any other provisions of the Act and shall not be required to pass separate resolutions as required under the Act.

**14. DISSOLUTION OF THE TRANSFEROR COMPANY:**

Upon the Scheme being sanctioned as aforesaid, the Transferor Company shall stand dissolved without winding up on sanction of the Scheme by an order made by the Hon'ble National Company Law Tribunal under Section 232 of the Act without any further act.

**15. APPLICATIONS TO THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL**

The Transferor Company and the Transferee Company hereto shall, with all reasonable dispatch, make applications under Sections 230 and 232 of the said Act to the Hon'ble National Company Law Tribunal for sanctioning this Scheme of Amalgamation and for dissolution of the Transferor Company without winding up in



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accordance with the provisions of the Act and the Rules of the Hon'ble Tribunal.

## **16. MODIFICATIONS / AMENDMENTS TO THE SCHEME**

16.1 The Board of Directors of the Transferor Company and/ or the Transferee Company may pass appropriate resolution(s) to make any modification/amendment to the Scheme as may be deemed necessary or which may be directed to be so done by the Hon'ble National Company Law Tribunal and/or any other authorities under the law or which may be found to be otherwise desirable for settling any question, doubt or difficulties that may arise for implementing and/or carrying out the Scheme and may do all such acts, deeds, matters and things as may be necessary, desirable or expedient for putting the Scheme into effect.

16.2 For the purpose of giving effect to the Scheme or to any modification thereof, the Board of Directors of the respective Transferor Company and/or the Transferee Company are hereby authorized to give such directions and/or to take such steps as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

## **17. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS**

The Scheme is conditional on and subject to the following approvals:-

17.1 The approval to the Scheme by the requisite majority of the members and Creditors, as



may be applicable in case of the respective companies.

17.2 The sanction of the Hon'ble National Company Law Tribunal under Sections 230 and/ or 232 of the said Act, in favour of the Transferor Company and the Transferee Company and to the necessary Order or Orders under Section 232 of the said Act, being obtained.

**18. SAVING OF CONCLUDED TRANSACTIONS**

The Transfer of undertaking under Clause 4 above and the continuance of proceedings by or against the Transferor Company above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the date of sanction of the Scheme, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

**19. EXPENSES CONNECTED WITH THE SCHEME**

All costs, charges and expenses of the Transferor Company and Transferee Company respectively in relation to or in connection with this Scheme and of carrying out and completing the terms and provisions of this scheme and/or incidental to the completion of the said Amalgamation of the said Undertaking of the Transferor Company in pursuance of this Scheme, whether identifiable or not with respective Transferee and Transferor Companies, shall be borne and paid by the Transferee Company alone.

**20. MISCELLANEOUS PROVISIONS**

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20.1 The Scheme, shall operate and be effective from the Appointed Date even though the date of filing of the copy of the Order (s) received from the Hon'ble National Company Law Tribunal with the Registrar of Companies, Gujarat upon sanction of the Scheme by the Hon'ble National Company Law Tribunal may be subsequent.

20.2 Until the scheme is sanctioned, the Transferor Company and the Transferee Company, shall continue to hold their Annual General Meeting and other meetings in accordance with the relevant laws and shall continue to comply with all their statutory obligations.

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For ARFIN INDIA LIMITED  
*Jatin Shah*  
Director/Autho. Signatory

