

15th September, 2017

To,

The Manager (Listing)
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai-400 001

Scrip Code: 532290

Ref.: DCS/AMAL/SD/R37/903/2017-18
dated August 31, 2017

To,

The Manager (Listing)
National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex,
Bandra (East), Mumbai-400 051

Scrip Code: BLBLIMITED

Ref.: NSE/LIST/11514 dated September 01,
2017

Kind Attn: Mr. Marian D'souza/ Jyotsna

Sub: Submission of Composite Scheme of Arrangement

Dear Sir/Madam,

In reference to the above captioned subject, the Board of Directors of the company in their meeting held on 13th day of September, 2017 have considered and approved the Revised draft Composite Scheme of Arrangement for amalgamation of its 4 (Four) wholly owned subsidiaries i.e. BLB Commodities Limited (Transferor Company 1), BLB Global Business Limited (Transferor Company 2), Caprise Commodities Limited (Transferor Company 3) and Sri Sharadamba Properties Limited (Transferor Company 4) with BLB Limited (Transferee Company/ Demerged Company) and subsequently Demerger of Commodities Trading Division (Demerged Undertaking-1) and Financial Service Division (Demerged Undertaking-2) into Sakala Commodities Limited (Resulting Company -1) and Samagra Capital Limited (Resulting Company -2) respectively as per the provisions of Section 230-232 of the Companies Act, 2013 and Companies (Compromise, Arrangement and Amalgamations) Rules, 2016, pursuant to the undertaking provided by the Company to BSE Limited dated 20.07.2017 (enclosed herewith for your kind reference).



BLB Limited

CIN : L67120HR1981PLC051078
Corporate Member : NSE & BSE

Corporate Office : H.No. 4760-61, 3rd Floor, Ansari Road, Darya Ganj, New Delhi-110 002 Tel : 011-49325600, Fax : 011-49325637
Registered Office : SCO (Shop Cum Office) No.22, Spring Field Colony, Extension No.1, Near Sector 31-32, Faridabad-121003, Haryana
Website : www.blblimited.com, Email : info@blblimited.com

Further, in this regard, we wish to submit the revised Draft Composite Scheme of Arrangement as approved by the Board of Directors (*please find the same herewith enclosed along with the Board Resolution dated 13.09.2017, based on the final observations of Stock Exchanges/SEBI*).

We request you to kindly place the same in your records.

For BLB LIMITED



VIKRAM RATHI
(EXECUTIVE DIRECTOR)

DIN: 00007325

Enc: a/a

CC:

- 1. Membership Department**
BSE LIMITED
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai-400 001
- 2. Membership Compliance Department**
National Stock Exchange of India Ltd
Exchange Plaza, BKC,
Bandra (E)
Mumbai - 400 051

Date: 20.07.2017

To,

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

Dear Sir,

Sub: Application as per Regulation 37 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for the purpose of obtaining 'NO- OBJECTION LETTER' for the Draft Composite Scheme of Arrangement under Section 230-232 of Companies Act, 2013

With reference to the above captioned subject, we hereby undertake that Company will ensure to include the below mentioned point in the draft Composite Scheme of Arrangement filed with your good office, before filing the same with NCLT:

- Company shall provide for freezing of shares issued pursuant to the scheme in the depository/RTA till listing/trading approval is granted by the Exchange.

For BLB LIMITED


(VIKRAM RATHI)
EXECUTIVE DIRECTOR

Place: New Delhi



BLB Limited

CIN: EE7120NP1981PLC025100
Corporate Number: NSE & BSE

Corporate Office : H.No. 4760/61/73, 3rd Floor, Anand Tower, Daryaganj, New Delhi-110 002. Tel: 011-42266000, Fax: 011-42266537
Registered Office : 500/1 (Ship Club Office), 1st & 2nd Floor, Preet Colony, Extension No.1, Near Sector 31-32, Faridabad-121003, Haryana
Website : www.blblimited.com Email : info@blblimited.com

COMPOSITE SCHEME OF ARRANGEMENT

AMONG

BLB COMMODITIES LIMITED

(TRANSFEROR COMPANY - 1)

AND

BLB GLOBAL BUSINESS LIMITED

(TRANSFEROR COMPANY- 2)

AND

CAPRISE COMMODITIES LIMITED

(TRANSFEROR COMPANY - 3)

AND

SRI SHARADAMBA PROPERTIES LIMITED

(TRANSFEROR COMPANY - 4)

AND

SAKALA COMMODITIES LIMITED

(RESULTING COMPANY-1)

AND

SAMAGRA CAPITAL LIMITED

(RESULTING COMPANY-2)

AND

BLB LIMITED

(TRANSFeree COMPANY/ DEMERGED COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

(UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013)



PARTS OF THE SCHEME:

This Composite Scheme of Arrangement is divided into following parts:

1. PART A:

This Part of the Composite Scheme deals with General Provisions used in this Composite Scheme including Definitions and Capital Structure of the companies along with Objects and Rationale of the Composite Scheme.

2. PART B:

This part of the scheme deals with the transfer and vesting of the BLB Commodities Limited (Transferor Company 1), BLB Global Business Limited (Transferor Company 2), Caprise Commodities Limited (Transferor Company 3) and Sri Sharadamba Properties Limited (Transferor Company 4) to BLB Limited (Transferee Company).

3. PART C:

This part of the scheme deals with the transfer and vesting of 'Commodities Trading Division' (Demerged Undertaking-1) of BLB Limited (Demerged Company) and subsequent amalgamation with the Sakala Commodities Limited (Resulting Company -1).

4. PART D:

This part of the scheme deals with the transfer and vesting of 'Financial Service Division' (Demerged Undertaking-2) of BLB Limited (Demerged Company) and subsequent amalgamation with Samagra Capital Limited (Resulting Company -2).

5. PART E:

This part of Scheme contains Reorganization of Share Capital and the Accounting Methodology adopted for the Amalgamation.

6. PART F:

This part of the Scheme deals with issue of shares by the Resulting Company-1 and Resulting Company -2 to the shareholders of the Demerged Company and listing of the equity shares of Resulting Company-1 and Resulting Company -2 respectively. This part of the Scheme also deals with Accounting Treatment for the demerger in the books of Demerged Company and Resulting Companies.



7. **PART G :**

This part of the scheme deals with the application to Stock Exchange / SEBI and other provisions.

8. **PART H :**

This part of the Scheme deals with General Terms and Conditions as applicable to this Composite Scheme of Arrangement.



**COMPOSITE SCHEME OF ARRANGEMENT
AMONG
BLB LIMITED
(TRANSFEREE COMPANY / DEMERGED COMPANY)
AND
BLB COMMODITIES LIMITED
(TRANSFEROR COMPANY 1)
AND
BLB GLOBAL BUSINESS LIMITED
(TRANSFEROR COMPANY 2)
AND
CAPRISE COMMODITIES LIMITED
(TRANSFEROR COMPANY 3)
AND
SRI SHARADAMBA PROPERTIES LIMITED
(TRANSFEROR COMPANY 4)
AND
SAKALA COMMODITIES LIMITED
(RESULTING COMPANY-1)
AND
SAMAGRA CAPITAL LIMITED
(RESULTING COMPANY-2)
AND
THEIR SHAREHOLDERS AND CREDITORS**

PREAMBLE

A. An overview of Composite Scheme of Arrangement

- This Composite Scheme of Arrangement is presented under the provisions of Section 230 -232 of the Companies Act, 2013 (as defined hereinafter) and other relevant provisions of the Companies Act, 2013 as may be applicable and applicable Rules of Companies (Compromises, Arrangements Amalgamations) Rules, 2016 (as defined hereinafter) is drawn in Two Phases -



- In the 1st Phase (Part B of this Scheme), BLB Commodities Limited (Transferor Company 1), BLB Global Business Limited (Transferor Company 2), Caprise Commodities Limited (Transferor Company 3) and Sri Sharadamba Properties Limited (Transferor Company 4) (collectively referred as "Transferor Companies"), shall be amalgamated with the with BLB Limited (Transferee Company). Accordingly, all the assets and liabilities of the Transferor Companies shall be transferred and vested with Transferee Company on a going concern basis. The entire share capital of the Transferor Companies is held by the Transferee Company directly. Therefore, the Transferee Company shall not be required to issue any shares or pay any consideration to the Transferor Company or to their shareholders.
- In the 2nd Phase (Part C and Part D of this Scheme), to separate the unconnected businesses of the Demerged Company, Commodities Trading Division (Demerged Undertaking-1) and Financial Service Division (Demerged Undertaking-2) along with their connected Membership, License, Registration, assets and liabilities, as mentioned in Schedule -A and Schedule -B respectively shall be hived off from BLB Limited (Demerged Company) and transferred and vested with Sakala Commodities Limited (Resulting Company -1) and Samagra Capital Limited (Resulting Company - 2) respectively on going concern basis.
- In consideration Sakala Commodities Limited (Resulting Company -1) and Samagra Capital Limited (Resulting Company -2) to issue its equity shares to the shareholders of BLB Limited (Demerged Company) on the basis of entitlement ratio, as defined in Part F of this Composite Scheme and listing of these equity shares at the stock exchange in accordance with the applicable regulation of Securities and Exchange Board of India (SEBI).
- The BLB Limited (Demerged Company) will retain only real estate and other residuary business in the company.
- In addition, this Composite Scheme of Arrangement also provides for various others matter consequential or otherwise integrally connected herewith.



B. Background and Description of Companies

1. **'BLB Limited' or 'BLBL' or 'Transferee Company' or 'Demerged Company'** bearing CIN L67120HR1981PLC051078 is a widely held listed company incorporated on 04th December, 1981 in accordance with the provisions of the Companies Act, 1956. The registered office of the Transferee Company is situated at SCO (Shop Cum Office) No. 22, Spring Field Colony, Extension No. 1, Near Sector 31-32 Faridabad, Haryana - 121003.

The Company is a widely held listed company having its equity shares listed at 'BSE Limited' (BSE) and National Stock Exchange of India Limited (NSE). BLB Limited is the flagship company of the BLB group had been one of the leading liquidity providers to the equity and derivative markets in India. The Company is engaged in the business of trading in shares and securities.

2. **BLB Commodities Limited' or 'BCL' or 'Transferor Company 1'** bearing CIN U51909HR2003PLC041919 is an unlisted public company incorporated on 26th August, 2003 in accordance with the provisions of the Companies Act, 1956. The registered office of the Transferor Company -1 is situated at SCO (Shop Cum Office) No. 22, Spring Field Colony Extension No. 1, Near Sector 31-32, Faridabad, Haryana - 121003.

The Transferor Company 1 is a wholly owned subsidiary of Transferee Company. It is engaged in the business of commodities trading, imports and exports of commodities and trading in exchange traded commodity Derivatives / products etc.

3. **BLB Global Business Limited' or 'BGBL' or 'Transferor Company 2'** bearing CIN U51909HR2011PLC066404 is a unlisted public company incorporated on 29th September, 2011 in accordance with the provisions of the Companies Act, 1956. The registered office of the Transferor Company-2 is situated at SCO (Shop Cum Office) No. 22, Spring Field Colony, Extension No. 1, Near Sector 31-32 Faridabad, Haryana - 121003.



The Transferor Company 2 is a wholly owned subsidiary of Transferee Company. The Transferor Company -2 is engaged in wholesale trading business of various commodities.

4. **'Caprise Commodities Limited or 'CCL or 'Transferor Company 3'** bearing CIN U51109HR2015PLC057601 is an unlisted public company incorporated on 19th December, 2015 in accordance with the provisions of the Companies Act, 2013. The registered office of the Transferor Company-3 is situated at SCO (Shop Cum Office) No. 22, Spring Field Colony, Extension No. 1, Near Sector 31-32 Faridabad, Haryana - 121003.

The Transferor Company - 3 is a wholly owned subsidiary of Transferee Company. It is engaged in the business of wholesale trade in commodities. .

5. **'Sri Sharadamba Properties Limited' or 'SSPL' or 'Transferor Company 4'** bearing CIN U70200HR2010PLC055124 is an unlisted public company incorporated on 07th December, 2010 in accordance with the provisions of the Companies Act, 1956. The registered office of the Company is situated at SCO (Shop Cum Office) No. 22, Spring Field Colony Extension No. 1, Near Sector 31-32, Faridabad, Haryana - 121003.

The Transferor Company - 4 is a wholly owned subsidiary of Transferee Company. The company is engaged in the real estate activities.

6. **'Sakala Commodities Limited' or SCL-1 or Resulting Company -1** is under the process of incorporation. The registered office of this Company would be at SCO (Shop Cum Office) No. 22, Spring Field Colony Extension No. 1, Near Sector 31-32, Faridabad, Haryana -121003. This company will be incorporated as a wholly owned subsidiary of Transferee Company / Demerged Company.

7. **'Samagra Capital Limited' or SCL-2 or Resulting Company -2** is under the process of incorporation. The registered office of this Company would be at SCO (Shop Cum Office) No. 22, Spring Field Colony Extension No. 1, Near Sector 31-32,



Faridabad, Haryana -121003. This company will be incorporated as a wholly owned subsidiary of Transferee Company / Demerged Company.

C. Rationale for the Scheme of Arrangement

- BLB Limited, the flagship company of the BLB Group had been one of the leading liquidity providers to the equity and derivative markets in India. The Company integrates risk-free trading and technology aimed at value creation. BLB Limited had been ranked among the top 10 traders by BSE Limited consistently, year after year and the Company had been one of the largest players in the market. BLB Limited had been a specialist in "Jobbing & Arbitrage" and immaculate understanding of trading dynamics and market structure. Further, BLB Group comprises of companies involved in various activities including Real Estate, Trading in commodities, Memberships in Stock Exchange, financial services and others. However, many of the group companies in their individual capacities are engaged in more than one such activity. Such multiple activities bring about inefficiency in operations, lack of desired focus of each business and cause unjustified expenses. The management has proposed to streamline the business activity.
- The dynamic and diversified nature of the industries in which the Company operates and external factors including performance of financial markets, exchange or interest rate fluctuations, business environment and government policies etc. has affected the growth prospects of different verticals of the Company. Thus, Demerged Company revised its business plan from time to time to ensure profitable growth of the Company and enhance shareholder's wealth.
- Now it is being felt that each of the business vertical has the potential of being developed into a parallel and independent profitable business but requires focused management and long term business plan. Further, economic environments, capital market dynamics, the investors' community for each of the three divisions i.e. Real Estate Division, Commodities Trading Division and Financial Service Division are different. Thus, to ensure better focus of management for the instantaneous development of all the three divisions and to create independent entities for each division, Board of Directors of the Companies are of the opinion that Composite



- Resulting Company -2 will be able to focus on Financial Service business of the BLB Group;
- Demerged company will be able to focus on real estate and other residuary business of the BLB Group;

Further, the listing of the equity shares of Resulting Company -1 and Resulting Company-2 on the stock exchange (as defined hereinafter) would help the shareholders of Demerged Company to unlock the value of their shares.

- D. The Part B of this composite scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under 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 said provisions at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961. Such modification will however not affect other parts of the Scheme.
- E. The Part C and Part-D of this Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the said provisions at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) of the Income Tax Act, 1961. Such modification will however not affect other parts of the Scheme.



Scheme of Arrangement for amalgamation of Transferor Companies with Transferee Company and Demerger of Commodities Trading Division (Demerged Undertaking-1) and Financial Service Division (Demerged Undertaking-2) from Demerged Company would be beneficial to the shareholders, creditors, employees and the public at large.

- Keeping in view the potentials of Demerged Undertakings to run as independent business and to unlock the value of shares of its shareholders, the Demerged Company is being divided into three independent companies by hiving off Commodities Trading Division (Demerged Undertaking-1) and Financial Service Division (Demerged Undertaking-2) and consequently amalgamating the same to Resulting Company-1 and Resulting Company-2 respectively.
- In consideration of the hiving off of Commodities Trading Division (Demerged Undertaking-1) and Financial Service Division (Demerged Undertaking-2) shareholders of BLB Limited (Demerged Company) will get shares of Resulting Company-1 and Resulting Company-2 on the basis of entitlement ratio, as defined later in this Composite Scheme, which will also be listed as per the provisions of this Scheme, subject to necessary regulatory approvals. Thus, the Scheme will enable an independent and optimal growth and development of the Commodities Trading Division (Demerged Undertaking-1) and Financial Service Division (Demerged Undertaking-2) and the Real Estate Division and other residuary business (Remaining Business) would be carried on in the Demerged Company.
- It is believed that the proposed segregation will enhance value for shareholders as there would be absolute clarity to the Investors in the business profile of the Demerged Company and the Resulting Companies;
- The proposed reconstruction will add better value to the business and create fresh opportunities as under :
- The amalgamation will consolidate the similar and connected businesses being carried out in more than one companies within the group;
- Resulting Company -1 will be able to focus on Commodities Trading business of the BLB Group;



PART A

1. DEFINITIONS:

In this Scheme, unless repugnant to the subject or context or meaning thereof, the following expressions shall have the meanings as set out herein below:

- 1.1. 'Act': means the Companies Act, 2013, and will include any statutory modifications, re-enactments or amendments thereof.
- 1.2. "Applicable Law(s)" means (a) all the applicable statutes, notification, enactments, act of legislature, listing regulations, bye-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or other instructions having force of law enacted or issued by any Appropriate Authority including any statutory modifications or re-enactment thereof for the time being in force (b) administrative interpretations, writs, injunctions, directions, directives, judgments, arbitral awards, decree, orders, or governmental approvals of, or agreement with, any relevant authority, as may be in force from time to time;
- 1.3. 'Appointed Date': means 1st day of April, 2017 being the date with effect from which the Scheme shall be applicable or such other date as may be approved by the National Company Law Tribunal (NCLT) or by such other authority having jurisdiction over the Demerged Company or Transferee Company/Resulting Companies / Transferor Companies.
- 1.4. 'Board' or 'Board of Directors' shall mean Board of Directors of BLBL, BCL, BGBL, CCL, SSPL, SCL -1 and SCL-2 (as defined under description and capital structure of companies), as the case may be, and unless it be repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee of directors, for the purpose of Scheme.
- 1.5. BSE shall mean BSE Limited.
- 1.6. 'Demerged Company' or 'Transferee Company' shall mean 'BLB Limited' or 'BLBL'.



1.7. 'Demerged Undertaking 1' or 'Commodities Trading Division' means such undertakings, properties, assets and liabilities, of whatsoever nature and kind and wheresoever situated, of the Demerged Company pertaining to its commodities trading business as detailed below :

- (i) The business relating to "Commodities Trading Division" of BLBL (including the business received pursuant to Part - B of this Scheme) and other ancillary businesses connected therewith, on a going concern basis;
- (ii) All assets wherever situated, whether movable or immovable, leasehold or freehold, tangible or intangible, including all capital work-in-progress, vehicles, furniture, fixtures, office equipment, computer installations, electrical, appliances, accessories, investments, stocks, intellectual properties, technical knowhow, patents, copy rights, licenses, approvals pertaining to or relatable to the Demerged Undertaking-1;
- (iii) All debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts or disclosed in the balance sheets relating to or appertaining to the said business, as per the records of Demerged Company, and shall also include any obligations under any license, permits, appertaining to the said business;
- (iv) For the purpose of this Scheme, it is clarified that liabilities pertaining to the "Commodities Trading Division" include:
 - a) The liabilities which arise out of the activities or operations of the "Commodities Trading Division";
 - b) Specific Loans and / or borrowing raised, incurred and / or utilized solely for the activities or operations of the "Commodities Trading Division";
 - c) Liabilities other than those referred to in Sub Clause (a) and (b) above and not directly relatable to the "Commodities Trading Division" being the amount of any general or multipurpose borrowings of BLBL shall be allocated to "Commodities Trading Division", in the same proportion which the value of the assets transferred under this clause bears to the total value of assets of BLBL, immediately before giving effect to the demerger of "Commodities Trading Division" of BLBL.



Any question that may arise, as to whether the specified asset or liability pertains or does not pertain to the "Commodities Trading Division" or whether it arises out of the activities or operations of the "Commodities Trading Division" or not shall be decided by the Board of Directors of BLBL or any committee thereof.

A Schedule of Assets and Liabilities of Demerged Undertaking-1, as on the 31st December, 2016 is attached hereto and marked as Schedule A.

- (v) All permanent employees of Demerged Company substantially engaged in the Demerged Undertaking-1 and those permanent employees that are determined by the Board of Directors of the Demerged Company, to be substantially engaged in or in relation to the Demerged Undertaking-1
- (vi) All rights and licenses, Membership all assignments and grants thereof, all permits, registrations, quota rights, import quotas, rights (including rights under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits, incentives or schemes of central/ state governments, quality certifications and approvals, product registrations (both Indian and foreign), regulatory approvals, entitlements, industrial and other licenses, municipal permissions, goodwill, approvals, consents, tenancies, if any in relation to the office and/or residential properties for the employees, investments and/or interest (whether vested, contingent or otherwise) in projects undertaken by the Demerged Undertaking-1, either solely or jointly with other parties, cash balances, bank balances, bank accounts, deposits, advances, recoverable, receivables, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by Demerged Company in relation to the Demerged Undertaking-1, funds belonging to or proposed to be utilized for the "Commodities Trading Division", privileges, all other claims, rights and benefits (including under any powers of attorney issued by the Demerged Company in relation to the Demerged Undertaking-1 or any powers of attorney issued in favour of the Demerged Company or from or by virtue of any proceeding before a legal, quasi-judicial authority or any other statutory authority to which the Demerged Company was a party, powers and facilities of every kind, nature and description whatsoever,



rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking-1;

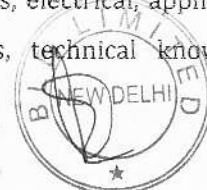
- (vii) All books, records, files, papers, computer programs along with their licenses, manuals and back - up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form, directly or indirectly in connection with or relating to the Demerged Undertaking-1;
- (viii) All advances, deposits and balances with Government, Semi-Government, Local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by the Demerged Company, directly or indirectly in connection with or in relation to the Demerged Undertaking-1.

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the Commodities Trading Business of the Demerged Company the same shall be decided by the Board of Directors of the Demerged Company and Resulting Company 1.

1.8. **'Demerged Undertaking 2' or 'Financial Service Division'** means all the undertakings, properties, assets and liabilities, of whatsoever nature and kind and wheresoever situated, of the Demerged Company pertaining to its 'Financial Service Division' related to National Stock Exchange of India Limited (NSE) membership business and it includes :

- (i) The business relating to 'Financial Service Division' of BLBL (including the business received pursuant to Part - B of this Scheme) and other ancillary businesses connected therewith, on a going concern basis;
- (ii) All assets wherever situated, whether movable or immovable, leasehold or freehold, tangible or intangible, including all capital work-in-progress, vehicles, furniture, fixtures, office equipment, computer installations, electrical appliances, accessories, investments, stocks, intellectual properties, technical knowhow,



patents, copy rights, licenses, approvals pertaining to or relatable to the Demerged Undertaking-2;

(iii) All debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts or disclosed in the balance sheets relating to or appertaining to the said business, as per the records of Demerged Company, and shall also include any obligations under any license, permits, appertaining to the said business;

(iv) For the purpose of this Scheme, it is clarified that liabilities pertaining to the 'Financial Service Division' include:

- a. The liabilities which arise out of the activities or operations of the 'Financial Service Division';
- b. Specific Loans and / or borrowing raised, incurred and / or utilized solely for the activities or operations of the 'Financial Service Division';
- c. Liabilities other than those referred to in Sub Clause (a) and (b) above and not directly relatable to the 'Financial Service Division' being the amount of any general or multipurpose borrowings of BLBL shall be allocated to 'Financial Service Division' in the same proportion which the value of the assets transferred under this clause bears to the total value of assets of BLBL, immediately before giving effect to the demerger of 'Financial Service Division' of BLBL.

Any question that may arise, as to whether the specified asset or liability pertains or does not pertain to the 'Financial Service Division' or whether it arises out of the activities or operations of the 'Financial Service Division' or not shall be decided by the Board of Directors of BLBL or any committee thereof.

*A Schedule of Assets and Liabilities of Demerged Undertaking-2, as on the 31st December, 2016 is attached hereto and marked as **Schedule B**.*

(v) All permanent employees of Demerged Company substantially engaged in the Demerged Undertaking-2 and those permanent employees that are determined by



the Board of Directors of the Demerged Company, to be substantially engaged in or in relation to the Demerged Undertaking-2.

- (vi) All rights and licenses, Membership all assignments and grants thereof, all permits, registrations, quota rights, import quotas, rights (including rights under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits, incentives or schemes of central/ state governments, quality certifications and approvals, product registrations (both Indian and foreign), regulatory approvals, entitlements, industrial and other licenses, municipal permissions, goodwill, approvals, consents, tenancies, if any in relation to the office and/or residential properties for the employees, investments and/or interest (whether vested, contingent or otherwise) in projects undertaken by the Demerged Undertaking-2, either solely or jointly with other parties, cash balances, bank balances, bank accounts, deposits, advances, recoverable, receivables, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by Demerged Company in relation to the Demerged Undertaking-2, funds belonging to or proposed to be utilized for the 'Financial Service Division', privileges, all other claims, rights and benefits (including under any powers of attorney issued by the Demerged Company in relation to the Demerged Undertaking-2 or any powers of attorney issued in favour of the Demerged Company or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority to which the Demerged Company was a party, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking-2;
- (vii) All books, records, files, papers, computer programs along with their licenses, manuals and back - up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and



other records whether in physical or electronic form, directly or indirectly in connection with or relating to the Demerged Undertaking-2;

- (viii) All advances, deposits and balances with Government, Semi-Government, Local and other authorities and bodies, customers and other persons, earnest moneys and/or security deposits paid or received by the Demerged Company, directly or indirectly in connection with or in relation to the Demerged Undertaking-2; and
- (ix) All investments held as stock of shares in the Demerged Company, directly or indirectly in connection with or in relation to the Demerged Undertaking-2.

Explanation:

In case of any question that may arise as to whether any particular asset or liability and/or employee pertains or does not pertain to the financial services business of the Demerged Company the same shall be decided the Board of Directors of the Demerged Company and Resulting Company 2.

- 1.9. **'Effective Date'**: means the date on which certified copy of the order of the Hon'ble National Company Law Tribunal of relevant jurisdiction under Sections 230 and 232 of the Act sanctioning the Scheme is filed with the Registrar of Companies after obtaining the sanctions, orders or approvals.

References in this Scheme to the date of "Upon the Scheme becoming effective" or "effectiveness of this Scheme" shall mean the Effective Date.

- 1.10. **'Listing Regulations'**: means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and includes any amendments, modification or any enactment thereof.

- 1.11. **'NCLT'**: means the Hon'ble National Company Law Tribunal, Chandigarh Bench at Chandigarh, or any other appropriate forum or authority empowered to approve the Scheme as per the law for the time being in force.

- 1.12. **NSE** shall mean **National Stock Exchange of India Limited**.

- 1.13. **'Record Date(s)'** means the date(s) to be fixed by the Board of Directors of the Demerged Company / Transferee Company, after the Effective Date, with reference to which the eligibility of the equity shareholder of the Demerged Company, for the purposes of issue



and allotment of shares of the Resulting Companies , in terms of the Scheme, shall be determined.

- 1.14. **'Registrar of Companies' or 'RoC'**: means the Registrar of Companies of NCT of Delhi and Haryana, New Delhi.
- 1.15. **Remaining Business'** means all the business, assets and liabilities and activities of the 'Demerged Company' other than the business, assets and liabilities of 'Demerged Undertaking 1' and 'Demerged Undertaking 2' which upon this scheme becoming effective be vested with the respective companies as provided in this scheme.
- 1.16. **'Resulting Company 1' or 'SCL-1'** shall mean **Sakala Commodities Limited**.
- 1.17. **'Resulting Company 2' or 'SCL-2'** shall mean **Samagra Capital Limited**.
- 1.18. **'Scheme'** means this Composite Scheme of Arrangement, as set out herein and approved by the Board of Directors of BLBL, BCL, BGBL, CCL, SSPL, subject to such modifications as the NCLT may impose or the Transferor Companies or Demerged Companies or Resulting Companies may prefer and the NCLT may approve. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning prescribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.
- 1.19. **'Stock Exchanges'** shall mean BSE Limited (BSE) and the National Stock Exchange of India Limited (NSE), where equity shares of BLB Limited are currently listed.
- 1.20. **'Transferor Company 1' or 'BCL'** shall mean **BLB Commodities Limited**.
- 1.21. **'Transferor Company 2' or 'BGBL'** shall mean **BLB Global Business Limited**.
- 1.22. **'Transferor Company 3' or 'CCL'** shall mean **Caprise Commodities Limited**.
- 1.23. **'Transferor Company 4' or 'SSPL'** shall mean **Sri Sharadamba Properties Limited**.



2. DATE OF EFFECT AND OPERATIVE DATE:

The Scheme setout herein in its present form or with modification (s), if any, made as per Clause 3 of Part H below, the scheme shall be effective from the Appointed Date but shall come into operation from the Effective Date.

3. CAPITAL STRUCTURE :

The Capital Structure of BLBL, BCL, BGBL, CCL, SSPL, SCL-1 and SCL-2 as on the 31st March, 2016 are as follows:

3.1. BLB LIMITED (TRANSFEEE COMPANY / DEMERGED COMPANY)

Particulars	Amount (Rs.)
Authorized Capital:	
7,50,00,000 Equity Shares of Re.1/- each	7,50,00,000.00
5,00,000 Preference Shares of Rs. 100/- each	5,00,00,000.00
Total	
Issued, Subscribed and Paid up Capital:	<u>12,50,00,000.00</u>
5,28,65,258 Equity Shares of Re.1/- each	5,28,65,258.00
Total	<u>5,28,65,258.00</u>

There is no change in the Capital Structure of BLB Limited (Transferee Company / Demerged Company) after 31st March 2016.

3.2. BLB COMMODITIES LIMITED (TRANSFEROR COMPANY -1)

Particulars	Amount (Rs.)
Authorized Capital:	
75,00,000 Equity Shares of Rs.10/- each	7,50,00,000.00
Issued, Subscribed and Paid up Capital:	
70,00,000 Equity Shares of Rs.10/- each	7,00,00,000.00
Total	<u>7,00,00,000.00</u>



There is no change in the Capital Structure of BLB Commodities Limited (Transferor Company-1) after 31st March 2016.

3.3. BLB GLOBAL BUSINESS LIMITED(TRANSFEROR COMPANY 2')

Particulars	Amount (Rs.)
Authorized Capital: 45,00,000 Equity Shares of Rs.10/- each	4,50,00,000.00
Issued, Subscribed and Paid up Capital: 43,37,000 Equity Shares of Rs.10/- each	4,33,70,000.00
Total	4,33,70,000.00

There is no change in the Capital Structure of BLB Global Business Limited (Transferor Company 2) after 31st March 2016.

3.4. CAPRISE COMMODITIES LIMITED (TRANSFEROR COMPANY 3)

Particulars	Amount (Rs.)
Authorized Capital: 20,00,000 Equity Shares of Rs.10/- each	2,00,00,000.00
Issued, Subscribed and Paid up Capital: 15,00,000 Equity Shares of Rs.10/- each	1,50,00,000.00
Total	1,50,00,000.00

There is no change in the Capital Structure of Caprise Commodities Limited (Transferor Company 3) after 31st March 2016.



4.2. The Capital Structure of Resulting Company-2 at the time of incorporation will be as follows:

Particulars	Amount (Rs.)
Authorized Capital:	
100000 Equity Shares of Rs.1/- each	
Total	100000.00
Issued, Subscribed and Paid up Capital:	
70 Equity Shares of Rs.1/- each	
Total	70.00
	70.00



3.5. SRI SHARADAMBA PROPERTIES LIMITED (TRANSFEROR COMPANY 4)

Particulars	Amount (Rs.)
Authorized Capital: 50,00,000 Equity Shares of Rs.10/- each	5,00,00,000.00
Issued, Subscribed and Paid up Capital: 24,00,000 Equity Shares of Rs.10/- each	2,40,00,000.00
Total	2,40,00,000.00

There is no change in the Capital Structure of Sri Shardamba Properties Limited (Transferor Company 4) after 31st March 2016.

4. CAPITAL STRUCTURE OF RESULTING COMPANIES:

4.1. The Capital Structure of Resulting Company-1 at the time of incorporation will be as follows:

Particulars	Amount (Rs.)
Authorized Capital: 1000000 Equity Shares of Rs.1/- each	100,000.00
Total	100,000.00
Issued, Subscribed and Paid up Capital: 70 Equity Shares of Rs.1/- each	70.00
Total	70.00



4.2. The Capital Structure of Resulting Company-2 at the time of incorporation will be as follows:

Particulars	Amount (Rs.)
Authorized Capital:	
100000 Equity Shares of Rs.1/- each	
Total	100000.00
Issued, Subscribed and Paid up Capital:	<u>100,000.00</u>
70 Equity Shares of Rs.1/- each	
	70.00
Total	<u>70.00</u>



PART B

TRANSFER & VESTING OF TRANSFEROR COMPANIES

1. With effect from the Appointed Date and upon the Composite Scheme becoming effective, the entire business and the whole of the undertaking(s), properties and liabilities of Transferor Companies shall, in terms of Section 230 and 232 and applicable provisions, if any, of the Companies Act, 2013 and pursuant to the orders of the NCLT or any other appropriate authority or forum, if any, sanctioning the Scheme, without any further act, instrument, deed, matter or thing, stand transferred and vested in and/ or deemed to be transferred to and vested in Transferee Company as a going concern so as to become, as and from the Appointed Date, the undertaking(s), properties and liabilities of Transferee Company by virtue of and in the manner provided in this Scheme.

2. TRANSFER OF ASSETS

Upon the sanction of the Composite Scheme by the NCLT, and without prejudice to the generality of the preceding clause, upon the coming into effect of the Scheme and with effect from the Appointed Date:

- 2.1. All immovable properties, assets and rights in the immovable properties of the Transferor Companies, whether freehold or leasehold or converted or otherwise and in terms of such permitted usage as mentioned therein and all documents of title, rights and easements in relation thereto shall pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 and pursuant to the orders of the NCLT or any other appropriate authority sanctioning the Scheme and without any further act or deed shall stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company, as a going concern, subject to all the encumbrances, fixed and/or floating charges and/or rights given to the lenders of the other divisions of Transferor Companies, if any, affecting the same or any part hereof and arising out of liabilities which shall also stand transferred to the Transferee Company. The Transferee Company shall be entitled to and exercise all rights and privileges attached thereto and shall be liable to pay ground rent, taxes and to fulfill obligations in relation to or applicable to such immovable properties. The Transferee



Company shall under the provisions of Scheme be deemed to be authorized to execute such instruments, deeds and writing on behalf of the Transferor Companies to implement or carry out all such formalities or compliances to give effect to the provisions of this Scheme. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Transferee Company. Any inchoate title or possessory title of the Transferor Companies shall be deemed to be the title of the Transferee Company.

- 2.2. In respect of all the movable assets of the Transferor Companies and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, including, but not limited to, stock of goods, raw materials available in the market/ depots/ Godown / factories, sundry debtors, plants and equipment's, temporary structure, sheds which can be dismantled and transferred by delivery, outstanding loans and advances, insurance claims, advance tax, Minimum Alternate Tax (MAT), set-off rights, pre-paid taxes, levies/liabilities, CENVAT/VAT credits or refunds, if any, recoverable in cash or in kind or for value to be received, bank balances, earnest money and deposits, if any, with Government, Semi-Government, quasi - government or other authority or body or with any company or local and other persons or any other assets otherwise capable of transfer by physical delivery would get transferred by physical delivery only and all others assets would get transferred by endorsement and delivery by vesting and recordable pursuant to this Scheme, shall stand vested in Transferee Company, and shall become the assets and an integral part of Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- 2.3. Without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme on the Appointed Date, all consents, permissions, licenses, approvals, certificates, clearances and authorities including the licenses required for production and distribution of products of the Transferor Companies in India and overseas market, and any other licenses, given by, issued to or executed in favour of the Transferor Companies in relation to the business as on the Appointed Date, shall 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 rights and benefits under the same shall be available to the Transferee Company. Any registration fees, charges, etc paid by the Transferor Companies in relation to the aforementioned consents, permissions, licenses, approvals, certificates, clearances and authorities, shall deemed to have been paid by the Transferee Company.

- 2.4. Without prejudice to the generality of the foregoing, upon the coming into effect of the Scheme on the Appointed Date, all consents, permissions, licenses, Food Safety and Standard Authority of India (FSSAI) License, approvals, certificates, clearances and authorities in respect to or under the provision(s) of the Factories Act, Industrial Disputes Act, Industries (Development and Regulation) Act, Essential Commodities Act, Boiler Act, Weight & Measurement Act, Import and Export Licenses including exemptions from Anti-Dumping Duties on exports and imports, Trademarks, ISO and BIS certifications, Payment of Wages Act, Payment of Gratuity Act, Payment of Bonus Act, Industrial Employment Standing Orders Act, Employment Exchange Act, State Labour Welfare Fund Act, Motor Vehicle Act, Environment Protection Act & Pollution Control Act, Electricity Act, State Tax on Professions, Trades, Ceiling and Employment Act, Food Safety and Standard Act of the respective states, originally given by, issued to or executed in favour of the Transferor Companies in relation to the business as on the Appointed Date shall stand transferred or deemed amended in favour of the Transferee Company as if the same were originally given by, issued or executed in favour of the Transferee Company, and the rights and benefits under the same shall be available to the Transferee Company.
- 2.5. All the statutory licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, no objection certificates and other benefits viz. Telephone Connections, Gas Connections, etc and all other tangible or intangible privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Companies Act, 2013 and all other applicable provisions, if any, without any further act, instrument or deed, cost or



charge be and stand transferred to and vested 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 viz. Telephone Connections, Gas Connections, etc and all other tangible or intangible privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions. All brands, copyrights, trademarks, statutory licenses, or consents to carry on the operations and business of Transferor Companies shall stand vested in or transferred to Transferee Company without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of the Transferee Company. The benefit of all brands, copyrights, trademarks, statutory and regulatory permissions, environmental approvals and consents, sales tax registrations, excise registrations, service tax registrations or other licenses and consents shall vest in and become available to the Transferee Company.

- 2.6. All motor vehicles of any description whatsoever, shall stand transferred to and be vested in the name of the Transferee Company, and the appropriate Governmental and Registration Authorities shall substitute the name of Transferee Company in place of Transferor Company, without any further instrument, deed or act or any further payment of fee, charge or securities.

3. TRANSFER OF LIABILITIES

- 3.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all liabilities of Transferor Companies including all secured and unsecured debts (whether in Indian rupees or foreign currency), 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 utilised for its business activities and operations (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the NCLT and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013, 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 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.

- 3.2. All amounts due to Government of India and other authorities and all Bank related liabilities of the Transferor Companies and comprising principle outstanding against loans, term loans, cash credit facilities, guarantees, non - fund based limits, buyers credit, etc and including all interest, charges, fee, penal/ compound interest etc. on such outstanding as on Appointed Date, will become the liabilities of Transferee Company and shall be at same footing as the liabilities towards the Banks of Transferee Company.
- 3.3. The transfer and vesting of the entire business and undertaking of Transferor Companies as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of Transferor Companies, as the case may be.
- Provided that the securities, charges and mortgages (if any subsisting) over and in respect of the part thereof, of Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Transferor Companies vested in Transferee Company pursuant to the Scheme.
- 3.4. Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Transferor Company which shall vest in Transferee



Company by virtue of the amalgamation of Transferor Companies with Transferee Company and Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative.

- 3.5. All other debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date, whether or not provided in the books of the Transferor Companies, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Companies 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.
- 3.6. Where any such debts, loans raised, liabilities, duties and obligations (including contingent liabilities) of the Transferor Companies as on the Appointed Date have been discharged or satisfied by the Transferor Company 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.
- 3.7. Loans or other obligations, if any, due between Transferee Company and Transferor Companies shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by Transferor Companies and held by Transferee Company and vice versa are concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.
- 3.8. All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies in the ordinary course of its business after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Companies Act, 2013, without any further act, instrument or deed, be and stand transferred to and vested in or be deemed to have been transferred to and vested in



the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

4. LEGAL PROCEEDINGS

- 4.1. With effect from the Appointed Date and upon the Scheme becoming effective, Transferee Company shall bear the burden and the benefits of any legal or other proceedings including direct and indirect tax assessments, if any, initiated by or against Transferor Companies.

Provided however, all legal, administrative and other proceedings of whatsoever nature by or against Transferor Companies pending in any court or before any authority, judicial, quasi judicial or administrative, Tribunals, Appellate Tribunals, any adjudicating authority and/or arising after the Appointed Date and relating to Transferor Companies or its respective properties, assets, liabilities, duties and obligations shall be continued and/or enforced until the Effective Date by or against Transferor Companies; and from the Effective Date, shall be continued and enforced by or against Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against Transferor Companies.

- 4.2. If any suit, appeal or other proceedings of whatever nature by or against Transferor Companies be pending, the same shall not abate, be discontinued or be in any way be prejudicially affected by reason of the transfer of the Transferor Company business and undertakings or of anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against 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 Transferor Companies as if this Scheme had not been made.

5. STAFF, WORKMEN AND EMPLOYEES

With effect from the Appointed Date and upon the scheme becoming effective, all persons that were employed by Transferor Companies immediately before such date shall become employees of Transferee Company with the benefit of continuity of service on same terms



and conditions as were applicable to such employees of Transferor Companies immediately prior to such transfer and without any break or interruption of service. Transferee Company undertakes to continue to abide by agreement/settlement, if any, entered into by Transferor Companies with any union/employee thereof. With regard to Provident Fund, Gratuity Fund, Superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of Transferor Companies upon occurrence of the Effective Date, Transferee Company shall stand substituted for Transferor Company, for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing Provident Fund, Gratuity Fund and Superannuation Fund or obligations, if any, created by Transferor Companies for its employees shall be continued for the benefit of such employees on the same terms and conditions. With effect from the Effective Date, Transferee Company will make the necessary contributions for such transferred employees of Transferor Companies and deposit the same in Provident Fund, Gratuity Fund or Superannuation Fund or obligations, where applicable. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of Transferor Companies in relation to such schemes or funds shall become those of Transferee Company.

6. CONTRACTS, DEEDS, ETC

- 6.1. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature whether pertaining to immovable properties or otherwise to which the Transferor Companies is a party or to the benefit of which Transferor Companies may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favor of, as the case may be, Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Companies, Transferee Company had been a party or beneficiary or obligee thereto or there under.
- 6.2. 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, power of attorney given by, issued to or executed in favour of Transferor Companies shall stand transferred to Transferee



Company, as if the same were originally given by, issued to or executed in favour of Transferee Company, and Transferee Companies shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to Transferee Company. The Transferee Company shall make applications and do all such acts or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

- 6.3. It is herein clarified that, the Transferee Company will, 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 or other writings or arrangements with any party to any contract or arrangements in relation to Transferor Companies to which Transferor Companies are parties, in order to give formal effect to the above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of Transferor Companies and to carry out or perform all such formalities or compliances referred to above on part of Transferor Companies.

7. TAXES AND OTHER MATTERS

- 7.1. All taxes (including, without limitation, income tax, wealth tax, entry tax, sales tax, excise duty, custom duty, service tax, VAT, etc. referred as "Tax laws") paid or payable by the Transferor Companies in respect of the operations, assets and / or the profits of the Transferor Companies before the Appointed Date, shall be on account of the Transferor Companies and, insofar as it relates to the tax payments (including, without limitation, Income Tax, Minimum Alternate Tax (MAT), Dividend Distribution Tax, Wealth Tax, Sales Tax, Excise Duty, Custom Duty, Service Tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the Transferor Companies with effect 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.
- 7.2. Any refund under the Tax Laws due to the Transferor Companies consequent to the assessment made on 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. The Transferee Company is expressly permitted to revise and expressly permitted to file income tax returns, sales tax/ value added tax returns, excise duty, service tax returns and other tax returns, and to claim refunds/ credits pursuant to the provisions of this Scheme. The Transferee Company shall be entitled to such tax benefits including but not limited to MAT paid under section 115JA/ 115JB of the Income Tax Act, 1961 and the right to claim credit therefore in accordance with the provisions of Section 115JAA of the Income Tax Act, 1961 including the benefit of brought forward losses or depreciation as admissible under the provisions of the Income Tax Act, 1961 including under section 72A to the extent applicable of the Transferor Companies from taxable profits of the Transferee Company with effect from the Appointed Date. The Transferee Company shall continue to enjoy the tax benefits/ concessions provided to the Transferor Companies through Notifications/ Circulars issued by the concerned authorities.

- 7.3. All taxes of any nature, duties, cesses or any other like payment or deductions made by Transferor Companies to any statutory authorities such as Income Tax, Sales tax, VAT, service tax etc. or any tax deduction / collection at source, tax credits under Tax laws, relating to the period after the Appointed Date up to the Effective date shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to Transferee Company upon the passing of the orders on this Scheme by the NCLT upon relevant proof and documents being provided to the said authorities.
- 7.4. The income tax, if any, paid by Transferor Companies on or after the Appointed Date, in respect of income assessable from that date, shall be deemed to have been paid by or for the benefit of Transferee Company. Further, Transferee Company shall, after the Effective Date, be entitled to revise the relevant returns, if any, filed by Transferor Companies for any year, if so necessitated or consequent to this Scheme notwithstanding that the time prescribed for such revision may have elapsed.
- 7.5. From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of Transferor Companies in the relevant bank's/DP's books and records, the



Transferor Companies shall be entitled to operate the bank/demat accounts of Transferee Company in the existing names.

- 7.6. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of Transferor Companies shall stand transferred by the order of the NCLT to Transferee Company, Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning NCLT.

8. Other Provisions

- 8.1. Notwithstanding anything contained in the provisions of Section 13 and other relevant provisions of Companies Act, 2013 upon the Scheme becoming effective, the Main Objects contained in Memorandum of Association of the Transferee Company shall include the Main Objects included in the Memorandum of Association of the Transferor Companies.

9. Conduct of Business

With effect from the Appointed Date and till the Scheme come into effect:

- 9.1. Transferor Companies shall be deemed to carry on all its businesses and activities and stand possessed of its properties and assets for and on account of and in trust for Transferee Company; and all the profits accruing to Transferor Companies and all taxes thereon or gains or losses arising or incurred by them shall, for all purposes, be treated as and deemed to be the profits or losses, as the case may be, of Transferee Company;
- 9.2. Transferor Companies shall carry on its business with reasonable diligence and in the same manner as they had been doing hitherto, and Transferor Companies shall not alter or substantially expand its business except with the concurrence of Transferee Company;
- 9.3. Transferor Companies shall not, without the written concurrence of Transferee Company, alienate charge or encumber any of its properties except in the ordinary



course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company, as the case may be.

- 9.4. Transferor Companies shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company the terms and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written concurrence of Transferee Company.
 - 9.5. With effect from the Appointed Date, all debts, liabilities, duties and obligations of Transferor Companies as on the close of business on the date preceding the Appointed Date, whether or not provided in its books and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of Transferee Company.
 - 9.6. Upon the Scheme coming into effect, Transferee Company shall commence and carry on and shall be authorized to carry on the business carried on by Transferor Companies.
10. For the purpose of giving effect to the vesting order passed under Sections 230 and 232 of the Companies Act, 2013 in respect of this Scheme by the Hon'ble NCLT, Transferee Company shall, at any time pursuant to the order on this Scheme, be entitled to get the record all of the change in the legal right(s) upon the vesting of the Transferor Companies business and undertakings in accordance with the provisions of Sections 230 and 232 of the Companies Act, 2013. Transferee Company shall be authorized to execute any pleadings; applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.



PART C

TRANSFER AND VESTING OF COMMODITIES TRADING DIVISION

(DEMERGED UNDERTAKING -1)

1. TRANSFER OF DEMERGED UNDERTAKINGS -1

Upon this Scheme becoming effective and with effect from the Appointed Date and pursuant to Section 230 and Section 232 of the Companies Act, 2013 and other applicable provisions of law for the time being in force, and pursuant to the orders of the NCLT or other appropriate authority or forum, if any, sanctioning the Scheme, without any further act, instrument, deed, matter or thing, the Demerged Undertaking -1 shall stand vested in the Resulting Company-1, as a going concern, together with all its properties, assets, rights, benefits and interest therein.

2. TRANSFER OF ASSETS

- (i) Upon this Scheme becoming effective and with effect from the Appointed Date, any and all assets relating to the Demerged Undertaking-1 as are movable or immovable in nature or are otherwise capable of transfer by manual delivery or by endorsement and acknowledgement of possession pursuant to this Scheme, shall stand transferred and vested as such by the Demerged Company and shall become the property and an integral part of the Resulting Company-1. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.
- (ii) Upon this Scheme becoming effective and with effect from the Appointed Date, any and all movable properties of the Demerged Company relating to the Demerged Undertaking-1, other than those specified in sub-clause (i) above, including sundry debtors, outstanding loans and advances and other current assets, if any, recoverable in cash or in kind or for value to be received, cash & bank balances and deposits, shall without any further act, instrument or deed, become the property of the Resulting Company-1.



- (iii) Upon this Scheme becoming effective and with effect from the Appointed Date, all assets, estate, rights, title, interest and authorities acquired by the Demerged Company after the Appointed Date and prior to the Effective Date pertaining to the Demerged Undertaking-1 shall also stand transferred to and vested in the Resulting Company-1 upon coming into effect of the Scheme.

3. TRANSFER OF LIABILITIES AND RELATED SECURITIES/ CHARGES

- (i) Upon this Scheme becoming effective and with effect from the Appointed Date, all debts, liabilities and obligations, whether recorded or not, of the Demerged Company relating to the Demerged Undertaking-1, as on the close of business on the day immediately preceding the Appointed Date (hereinafter referred to as the Transferred Liabilities) shall become the debts, liabilities, duties and obligations of the Resulting Company-1, upon the Scheme becoming effective, who shall undertake to meet, discharge and satisfy the same to the exclusion of the Demerged Company. All the debts, liabilities, duties and obligations, secured or unsecured, whether recorded or not, relating to the remaining business shall continue to remain in the demerged company. Upon this Scheme becoming effective and with effect from the Appointed Date, where any of the liabilities and obligations of the Demerged Undertaking -1 as on the Appointed Date deemed to be transferred to the Resulting Company-1 have been discharged by the Demerged Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been taken for and on account of the Resulting Company-1 and all loans raised and used and all liabilities and obligations incurred by the Demerged Company for the operations of the Demerged Undertaking-1 after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company-1 and to the extent they are outstanding on the Effective Date shall also without any further act or deed be and stand transferred to the Resulting Company-1 and shall become liabilities of the Resulting Company-1 which shall meet, discharge and satisfy the same. Such liabilities shall also form part of the Transferred Liabilities as defined hereinabove.



- (ii) Upon this Scheme becoming effective and with effect from the Appointed Date, in so far as the existing security in respect of the Transferred Liabilities of the Demerged Undertaking -1 is concerned, such security shall continue to extend to and operate over the assets comprised in the Demerged Undertaking-1, as the case may be, which have been charged in respect of the Transferred Liabilities as transferred to the Resulting Company-1 pursuant to this Scheme. Provided, however, that if any of the assets comprised in the Demerged Undertaking -1 which have not been charged or secured in respect of the Transferred Liabilities, such assets shall be transferred to the Resulting Company-1 as unencumbered assets and in the absence of any formal amendment, which may be required by a lender or third party, shall not affect the operation of the above and this Scheme shall not operate so as to require any charge or security to be created on such assets in relation to the Transferred Liabilities.
- (iii) Notwithstanding anything contained under section 185 and 188 of the Companies Act, 2013 to ensure smooth transfer of liabilities to the Resulting company-1 as envisaged in the scheme the Demerged company, Resulting Company -1 may provide corporate guarantee or security to any of the party to this scheme for temporary period as per the understanding with the respective lender and as may be agreed by the board of the Respective Companies.
- (iv) Without prejudice to the provisions of the foregoing clauses and upon the Scheme becoming effective, the Demerged Company and the Resulting Company-1, if required, may execute any instruments or documents or do all acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the ROC to give formal effect to the above provisions.
- (v) Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Resulting Company-1 alone shall be liable to perform all obligations in respect of the Transferred Liabilities and the Demerged Company shall not have any obligations in respect of the Transferred Liabilities, and the Resulting Company -1 shall indemnify the Demerged Company in this behalf.



(vi) It is expressly provided that, save as mentioned in this Clause, no other term or condition of the Transferred Liabilities is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

(vii) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Scheme, if approved by Hon'ble NCLT, shall operate, 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 stand modified and/or superseded by the foregoing provisions.

4. TRANSFER OF CONTRACTS, AGREEMENTS, MOU, PERMITS, QUOTAS AND LICENCE OF DEMERGED UNDERTAKING -1

- (i) Upon the coming into effect of this Scheme and with effect from the Appointed Date, any and all contracts, agreements, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, tenancy or leasehold or hire purchase agreements and other instruments of whatsoever nature in relation to the Demerged Undertaking-1, to which the Demerged Company are a party or to the benefits of which, the Demerged Undertaking-1 may be eligible and which are subsisting or having effect immediately before the Effective Date shall be in full force and effect, on or against or in favor of the Resulting Company- 1and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company-1 had been a party or beneficiary or oblige thereto;
- (ii) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all permits, quotas, rights, entitlements, licenses including those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature, leave and license agreements, trade mark licenses including application for registration of trade mark , storage & warehousing agreements, commission agreements, Lease agreements, Hire Purchase Agreements, franchisee agreements in relation to the Demerged Undertaking-1 to which the Demerged Company are a party or to the benefit of which the Demerged Company may be eligible and which are subsisting or having effect immediately before the Effective Date shall be and remain in full force



and effect in favour of or against Resulting Company -1 as the case may be, and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company-1 had been a party or beneficiary or oblige thereto;

(iii) Upon the coming into effect of this Scheme and with effect from the Appointed Date, any and all statutory licenses, FSSAI License, no-objection certificates, permissions, approvals, consents, quotas, rights, entitlements, trade mark licenses including application for registration of trade mark, licenses including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto, in relation to the Demerged Undertaking -1 shall stand transferred to or vested in the Resulting Company-1, without any further act or deed done by the Demerged Company and the Resulting Company -1 and shall be appropriately mutated by the statutory authorities concerned therewith in favor of the Resulting Company-1 upon the vesting and transfer of the Demerged Undertaking -1 pursuant to this Scheme.

(iv) Upon the coming into effect of this Scheme and with effect from the Appointed Date, any such statutory and regulatory no-objection certificates, licenses, permissions, consents, approvals, authorizations or registrations, trade mark licenses including application for registration of trade mark as are jointly held for Demerged Undertaking -1 and the remaining businesses, including the statutory licenses, permissions or approvals, registrations under Sales Tax/VAT, Service Tax, Shops and Establishments Act or consents required to carry on the operations in the remaining businesses, shall be deemed to constitute separate licenses, permissions, no-objection certificates, consents, approvals, authorities, registrations or statutory rights and the relevant or concerned statutory authorities and licensors shall endorse and/or mutate or record the separation, pursuant to the filing of this Scheme as sanctioned by the Hon'ble NCLT, with such authorities and licensors after the same becomes effective, so as to facilitate the continuation of operations in the Resulting Company -1 without hindrance from the Appointed Date.

The benefit of all statutory and regulatory permissions, licenses and consents including the statutory licenses, permissions or approvals or consents required to



carry on the operations of the Demerged Undertaking -1 shall vest in and become available to the Resulting Company -1 pursuant to the Scheme.

- (v) All contractors hitherto engaged by the Demerged Company in relation to the Demerged Undertaking -1 shall be deemed to be engaged by the Resulting Company -1 for the same purpose on the same terms and conditions.

5. EMPLOYEE MATTERS

- (i) Upon the coming into effect of this Scheme and with effect from the Appointed Date, the services of all Employees of the Demerged Company employed in the Demerged Undertaking -1 shall stand transferred to the Resulting Company -1 on the same terms and conditions at which these Employees are engaged by the Demerged Company without any interruption of service as a result of the transfer. The Resulting Company -1 also undertakes to accept and abide by any change in terms and conditions that may be agreed/ affected by the Demerged Company with all such Employees between the Appointed Date and Effective Date.
- (ii) The Resulting Company -1 undertakes to continue to abide by any agreements / settlements entered into by the Demerged Company in respect of Demerged Undertaking -1 with any union / representatives of the Employees of the Demerged Company. The Resulting Company-1 agrees that the services of all such employees with the Demerged Company up to the Effective Date shall be taken into account for the purpose of all retirement benefits payable by the Resulting Company-1 to such employees subsequently. The Resulting Company-1 further agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, such past services with the Demerged Company shall also be taken into account and agrees and undertakes to pay the same as and when payable.
- (iii) In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, employees state insurance schemes, trusts, retirement fund or benefits and any other funds or benefits created by the Demerged Company for the Employees related to the Demerged Undertaking -1 (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which are preferable to the Employees related to the Demerged Undertaking -1 being



transferred to the Resulting Company -1 in terms of Sub Clause (i) of Clause 5 above shall be transferred to the Resulting Company-1 and shall be held for their benefit pursuant to this Scheme. The Resulting Company -1 in its sole discretion, will establish necessary Funds to give effect to the above transfer or deposit the same in the schemes governed under the applicable laws and rules made there under, as amended from time to time, namely Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and/or Employees State Insurance Act, 1948 and/or Payment of Gratuity Act, 1972. In the event that the Resulting Company does not have its own funds in respect of any of the above, the Resulting Company -1 may, subject to necessary approvals and permissions, continue to contribute to the relevant Funds of the Demerged Company, until such time that the Resulting Company -1 creates its own fund, at which time the Funds and the investments and contributions pertaining to the Employees related to Demerged Undertaking -1 shall be transferred to the funds created by the Resulting Company -1.

6. LEGAL PROCEEDING

If any suit, appeal or other proceedings relating to Demerged Undertaking -1 of whatsoever nature by or against the Demerged Company is pending the same shall not be transferred to Resulting Company-1 and the proceedings may be continued, prosecuted and enforced, by or against the Demerged Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Demerged Company, as if this Scheme had not been made.

7. INCOME TAX AND OTHER PROVISIONS

- (i) Upon the Scheme becoming effective, the Demerged Company and the Resulting Company-1 shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and Annexures under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax law, excise duty laws and other tax laws, and to claim refunds and/or credit for taxes paid (including minimum alternate tax, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.



- (ii) Any refunds or credits, under the Income Tax Act, 1961, Service tax laws, excise duty laws, central sales tax, applicable state value added tax laws or other applicable laws/ regulations dealing with taxes/ duties/ levies due to Demerged Company relating to Demerged Undertaking - 1 consequent to the assessment made on Demerged Company (including any refund for which no credit is taken in the accounts of the Demerged Company) as on the date immediately preceding the Appointed Date shall also belong to and be received by the Resulting Company - 1 upon this Scheme becoming effective.
- (iii) The tax payments (including but not limited to income tax, service tax, excise duty, central sales tax, applicable state value added tax, etc.) whether by way of tax deducted at source, advance tax or otherwise howsoever, by the Demerged Company relating to Demerged Undertaking - 1 after the Appointed Date, shall be deemed to be paid by the Resulting Company - 1 and shall, in all proceedings, be dealt with accordingly.
- (iv) Further, any tax deducted at source by Demerged Company with respect to Demerged Undertaking - 1 on transactions with the Resulting Company-1, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Resulting Company and shall, in all proceedings, be dealt with accordingly.
- (v) Upon the Scheme coming into effect, any obligation of tax at source on any payment made by or to be made by the Demerged Company relating to Demerged Undertaking - 1 shall be made or deemed to have been made and duly complied with by the Resulting Company-1.
- (vi) All intangible assets (including but not limited to goodwill) belonging to but not recorded in the books of account of the Demerged Company relating to Demerged Undertaking - 1 and all intangible assets (including but not limited to goodwill) arising or recorded in the process of the demerger in books of account of Resulting Company-1 shall, for all purposes, be regarded as an intangible asset in terms of Explanation 3(b) to Section 32(1) of the Income Tax Act, 1961 and Resulting Company-1 shall be eligible for depreciation there under at the prescribed rates.

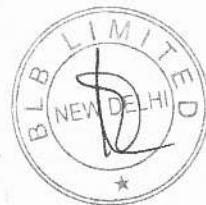


8. OTHER PROVISIONS

- (i) The Demerged Company and the Resulting Company-1 may, after the Scheme becomes effective, for the sake of good order, execute amended and re-stated arrangements or confirmations or other writings, for the ease of the Demerged Company, the Resulting Company -1 and the counter party concerned in relation to the Remaining Business and the Demerged Undertaking-1, without any obligation to do so and without modification of any commercial terms or provisions in relation thereto.
- (ii) Upon the Scheme becoming effective, the Resulting Company-1 shall secure the change in record of rights and any other records relevant for mutating the legal ownership of any immovable property vested with the Resulting Company-1 and relating to the Demerged Undertaking-1. The Demerged Company and the Resulting Company-1 are jointly and severally authorized to file such declarations and other writings to give effect to this Scheme and to remove any difficulties in implementing the terms hereof.

9. CONDUCT OF BUSINESS

- (i) With effect from the Appointed Date and up to and including the Effective Date:
 - (a) The Demerged Company shall be deemed to have been carrying on all business and activities relating to the Demerged Undertaking-1 for and on behalf of and in trust for the Resulting Company-1 : and
 - (b) All income, expenditures including management costs, profits accruing to the Demerged Company and all taxes thereof or losses arising or incurred by it relating to the Demerged Undertaking-1 shall, for all purposes, be treated as the income, expenditures, profits, taxes or losses, as the case may be, of the Resulting Company-1.
- (ii) With effect from the Effective Date, the Resulting Company shall be duly authorized to carry on the business of the Demerged Undertaking-1, previously carried on by the Demerged Company.



- (iii) The Resulting Company unconditionally and irrevocably agrees and undertakes to pay, discharge and satisfy all the liabilities and obligations of the Demerged Undertaking with effect from the Appointed Date, in order to give effect to the foregoing provisions.
- (iv) The Demerged Company and the Resulting Company are expressly permitted to revise their Income Tax, Wealth Tax, Sales Tax, VAT and all other statutory returns, including without limitation TDS certificates and the right to claim refund, advance tax credits etc., upon the Scheme becoming effective. It is specifically declared that the taxes paid by the Demerged Company relating to the period on or after the Appointed Date whether by way of deduction at source or advance tax, which pertains to the Demerged Undertaking-1 shall be deemed to be the taxes paid by the Resulting Company-1 and the Resulting Company-1 shall be entitled to claim credit for such taxes deducted/paid against its tax liabilities notwithstanding that the certificates/challans or other documents for payment of such taxes are in the name of the Demerged Company.

10. SAVING OF CONCLUDED TRANSACTIONS

Transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking-1 and continuance of the proceedings by or against the Resulting Company -1 shall not in any manner affect any transaction or proceedings already completed by the Demerged Company (in respect of the Demerged Undertaking-1) on or before the Appointed Date to the end and intent that the Resulting Company-1 accepts all such acts, deeds and things done and executed by and/or on behalf of the Demerged Company as acts, deeds and things done and executed by and on behalf of the Resulting Company-1.



PART D
TRANSFER AND VESTING OF FINANCIAL SERVICE DIVISION
(DEMERGED UNDERTAKING -2)

1. TRANSFER OF DEMERGED UNDERTAKINGS -2

Upon this Scheme becoming effective and with effect from the Appointed Date and pursuant to Section 230 and Section 232 of the Companies Act, 2013 and other applicable provisions of law for the time being in force, and pursuant to the orders of the NCLT or other appropriate authority or forum, if any, sanctioning the Scheme, without any further act, instrument, deed, matter or thing, the Demerged Undertaking -2 shall stand vested in the Resulting Company-2, as a going concern, together with all its properties, assets, rights, benefits and interest therein.

2. TRANSFER OF ASSETS

- (i) Upon this Scheme becoming effective and with effect from the Appointed Date, any and all assets relating to the Demerged Undertaking-2 as are movable and immovable in nature or are otherwise capable of transfer by manual delivery or by endorsement and acknowledgement of possession pursuant to this Scheme, shall stand transferred and vested as such by the Demerged Company and shall become the property and an integral part of the Resulting Company-2. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.
- (ii) Upon this Scheme becoming effective and with effect from the Appointed Date, any and all movable properties of the Demerged Company relating to the Demerged Undertaking-2, other than those specified in sub-clause (i) above, including sundry debtors, outstanding loans and advances and other current assets, if any, recoverable in cash or in kind or for value to be received, cash & bank balances and deposits, shall without any further act, instrument or deed, become the property of the Resulting Company-2.



- (iii) Upon this Scheme becoming effective and with effect from the Appointed Date, all assets, estate, rights, title, interest and authorities acquired by the Demerged Company after the Appointed Date and prior to the Effective Date pertaining to the Demerged Undertaking-2 shall also stand transferred to and vested in the Resulting Company-2 upon coming into effect of the Scheme.

3. TRANSFER OF LIABILITIES AND RELATED SECURITIES/ CHARGES

- (i) Upon this Scheme becoming effective and with effect from the Appointed Date, all debts, liabilities and obligations, whether recorded or not, of the Demerged Company relating to the Demerged Undertaking-2, as on the close of business on the day immediately preceding the Appointed Date (hereinafter referred to as the Transferred Liabilities) shall become the debts, liabilities, duties and obligations of the Resulting Company-2, upon the Scheme becoming effective, who shall undertake to meet, discharge and satisfy the same to the exclusion of the Demerged Company. All the debts, liabilities, duties and obligations, secured or unsecured, whether recorded or not, relating to the remaining business shall continue to remain in the demerged company.
- (ii) Upon this Scheme becoming effective and with effect from the Appointed Date, where any of the liabilities and obligations of the Demerged Undertaking -2 as on the Appointed Date deemed to be transferred to the Resulting Company-2 have been discharged by the Demerged Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been taken for and on account of the Resulting Company-2 and all loans raised and used and all liabilities and obligations incurred by the Demerged Company for the operations of the Demerged Undertaking-2 after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company-2 and to the extent they are outstanding on the Effective Date shall also without any further act or deed be and stand transferred to the Resulting Company-2 and shall become liabilities of the Resulting Company-2 which shall meet, discharge and satisfy the same. Such liabilities shall also form part of the Transferred Liabilities as defined hereinabove.



- (iii) Upon this Scheme becoming effective and with effect from the Appointed Date, in so far as the existing security in respect of the Transferred Liabilities of the Demerged Undertaking -2 is concerned, such security shall continue to extend to and operate over the assets comprised in the Demerged Undertaking-2, as the case may be, which have been charged in respect of the Transferred Liabilities as transferred to the Resulting Company-2 pursuant to this Scheme. Provided, however, that if any of the assets comprised in the Demerged Undertaking -2 which have not been charged or secured in respect of the Transferred Liabilities, such assets shall be transferred to the Resulting Company-2 as unencumbered assets and in the absence of any formal amendment, which may be required by a lender or third party, shall not affect the operation of the above and this Scheme shall not operate so as to require any charge or security to be created on such assets in relation to the Transferred Liabilities.
- (iv) Notwithstanding anything contained under section 185 and 188 of the Companies Act, 2013 to ensure smooth transfer of liabilities to the Resulting company-2 as envisaged in the scheme the Demerged company, Resulting Company -2 may provide corporate guarantee or security to any of the party to this scheme for temporary period as per the understanding with the respective lender and as may be agreed by the board of the Respective Companies.
- (v) Without prejudice to the provisions of the foregoing clauses and upon the Scheme becoming effective, the Demerged Company and the Resulting Company-2, if required, may execute any instruments or documents or do all acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the ROC to give formal effect to the above provisions.
- (vi) Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Resulting Company-2 alone shall be liable to perform all obligations in respect of the Transferred Liabilities, the Demerged Company shall not have any obligations in respect of the Transferred Liabilities, and the Resulting Company 2 shall indemnify the Demerged Company in this behalf.



- (vii) It is expressly provided that, save as mentioned in this Clause, no other term or condition of the Transferred Liabilities is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- (viii) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Scheme, if approved by Hon'ble NCLT, shall operate, 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 stand modified and/or superseded by the foregoing provisions.

4. TRANSFER OF CONTRACTS, AGREEMENTS, MOU, PERMITS. QUOTAS AND LICENCE OF DEMERGED UNDERTAKING -2

- (i) Upon the coming into effect of this Scheme and with effect from the Appointed Date, any and all contracts, agreements, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, tenancy or leasehold or hire purchase agreements and other instruments of whatsoever nature in relation to the Demerged Undertaking-2, to which the Demerged Company are a party or to the benefits of which, the Demerged Undertaking-2 may be eligible and which are subsisting or having effect immediately before the Effective Date shall be in full force and effect, on or against or in favor of the Resulting Company- 2 and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company-2 had been a party or beneficiary or oblige thereto;
- (ii) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all permits, quotas, rights, entitlements, licenses including those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature, leave and license agreements, trade mark licenses including application for registration of trade mark, storage & warehousing agreements, commission agreements, Lease agreements, Hire Purchase Agreements, franchisee agreements in relation to the Demerged Undertaking-2 to which the



Demerged Company are a party or to the benefit of which the Demerged Company may be eligible and which are subsisting or having effect immediately before the Effective Date shall be and remain in full force and effect in favour of or against Resulting Company -2 as the case may be, and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company-2 had been a party or beneficiary or oblige thereto;

- (iii) Upon the coming into effect of this Scheme and with effect from the Appointed Date, any and all statutory licenses, no-objection certificates, permissions, approvals, consents, quotas, rights, entitlements, trade mark licenses including application for registration of trade mark, licenses including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto, in relation to the Demerged Undertaking -2 shall stand transferred to or vested in the Resulting Company-2, without any further act or deed done by the Demerged Company and the Resulting Company -2 and shall be appropriately mutated by the statutory authorities concerned therewith in favor of the Resulting Company-2 upon the vesting and transfer of the Demerged Undertaking -2 pursuant to this Scheme.
- (iv) Upon the coming into effect of this Scheme and with effect from the Appointed Date, any such statutory and regulatory no-objection certificates, licenses, permissions, consents, approvals, authorizations or registrations, trade mark licenses including application for registration of trade mark as are jointly held for Demerged Undertaking -2 and the remaining businesses, including the statutory licenses, permissions or approvals, registrations under Sales Tax/VAT, Service Tax, Shops and Establishments Act or consents required to carry on the operations in the remaining businesses, shall be deemed to constitute separate licenses, permissions, no-objection certificates, consents, approvals, authorities, registrations or statutory rights and the relevant or concerned statutory authorities and licensors shall endorse and/or mutate or record the separation, pursuant to the filing of this Scheme as sanctioned by the Hon'ble NCLT, with such authorities and licensors after the same becomes effective, so as to facilitate



- (vii) It is expressly provided that, save as mentioned in this Clause, no other term or condition of the Transferred Liabilities is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- (viii) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Scheme, if approved by Hon'ble NCLT, shall operate, 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 stand modified and/or superseded by the foregoing provisions.

4. **TRANSFER OF CONTRACTS, AGREEMENTS, MOU, PERMITS. QUOTAS AND LICENCE OF DEMERGED UNDERTAKING -2**

- (i) Upon the coming into effect of this Scheme and with effect from the Appointed Date, any and all contracts, agreements, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, tenancy or leasehold or hire purchase agreements and other instruments of whatsoever nature in relation to the Demerged Undertaking-2, to which the Demerged Company are a party or to the benefits of which, the Demerged Undertaking-2 may be eligible and which are subsisting or having effect immediately before the Effective Date shall be in full force and effect, on or against or in favor of the Resulting Company- 2 and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company-2 had been a party or beneficiary or oblige thereto;
- (ii) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all permits, quotas, rights, entitlements, licenses including those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature, leave and license agreements, trade mark licenses including application for registration of trade mark, storage & warehousing agreements, commission agreements, Lease agreements, Hire Purchase Agreements, franchisee agreements in relation to the Demerged Undertaking-2 to which the



the continuation of operations in the Resulting Company -2 without hindrance from the Appointed Date.

- (v) The benefit of all statutory and regulatory permissions, licenses and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Demerged Undertaking -2 shall vest in and become available to the Resulting Company -2 pursuant to the Scheme.
- (vi) All contractors hitherto engaged by the Demerged Company in relation to the Demerged Undertaking -2 shall be deemed to be engaged by the Resulting Company -2 for the same purpose on the same terms and conditions.

5. **EMPLOYEE MATTERS**

- (i) Upon the coming into effect of this Scheme and with effect from the Appointed Date, the services of all Employees of the Demerged Company employed in the Demerged Undertaking -2 shall stand transferred to the Resulting Company -2 on the same terms and conditions at which these Employees are engaged by the Demerged Company without any interruption of service as a result of the transfer. The Resulting Company -2 also undertakes to accept and abide by any change in terms and conditions that may be agreed/ affected by the Demerged Company with all such Employees between the Appointed Date and Effective Date.
- (ii) The Resulting Company -2 undertakes to continue to abide by any agreements / settlements entered into by the Demerged Company in respect of Demerged Undertaking -2 with any union / representatives of the Employees of the Demerged Company. The Resulting Company-2 agrees that the services of all such employees with the Demerged Company up to the Effective Date shall be taken into account for the purpose of all retirement benefits payable by the Resulting Company-2 to such employees subsequently. The Resulting Company-2 further agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, such past services with the Demerged Company shall also be taken into account and agrees and undertakes to pay the same as and when payable.



- (iii) In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, employees state insurance schemes, trusts, retirement fund or benefits and any other funds or benefits created by the Demerged Company for the Employees related to the Demerged Undertaking -2 (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which are preferable to the Employees related to the Demerged Undertaking -2 being transferred to the Resulting Company -2 in terms of Sub Clause (i) of Clause 5 above shall be transferred to the Resulting Company-2 and shall be held for their benefit pursuant to this Scheme. The Resulting Company -2 in its sole discretion, will establish necessary Funds to give effect to the above transfer or deposit the same in the schemes governed under the applicable laws and rules made there under, as amended from time to time, namely Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and/or Employees State Insurance Act, 1948 and/or Payment of Gratuity Act, 1972. In the event that the Resulting Company -2 does not have its own funds in respect of any of the above, the Resulting Company -2 may, subject to necessary approvals and permissions, continue to contribute to the relevant Funds of the Demerged Company, until such time that the Resulting Company -2 creates its own fund, at which time the Funds and the investments and contributions pertaining to the Employees related to Demerged Undertaking -2 shall be transferred to the funds created by the Resulting Company -2.

6. LEGAL PROCEEDING

If any suit, appeal or other proceedings relating to Demerged Undertaking -2 of whatsoever nature by or against the Demerged Company is pending the same shall not be transferred to Resulting Company-2 and the proceedings may be continued, prosecuted and enforced, by or against the Demerged Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Demerged Company, as if this Scheme had not been made.

7. INCOME TAX AND OTHER PROVISIONS

- (i) Upon the Scheme becoming effective, the Demerged Company and the Resulting Company-2 shall have the right to revise their respective financial statements



and returns along with prescribed forms, filings and Annexures under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax law, excise duty laws and other tax laws, and to claim refunds and/or credit for taxes paid (including minimum alternate tax, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.

- (ii) Any refunds or credits, under the Income Tax Act, 1961, Service tax laws, excise duty laws, central sales tax, applicable state value added tax laws or other applicable laws/ regulations dealing with taxes/ duties/ levies due to Demerged Company relating to Demerged Undertaking - 2 consequent to the assessment made on Demerged Company (including any refund for which no credit is taken in the accounts of the Demerged Company) as on the date immediately preceding the Appointed Date shall also belong to and be received by the Resulting Company-2 upon this Scheme becoming effective.
- (iii) The tax payments (including but not limited to income tax, service tax, excise duty, central sales tax, applicable state value added tax, etc.) whether by way of tax deducted at source, advance tax or otherwise howsoever, by the Demerged Company relating to Demerged Undertaking - 2 after the Appointed Date, shall be deemed to be paid by the Resulting Company-2 and shall, in all proceedings, be dealt with accordingly.
- (iv) Further, any tax deducted at source by Demerged Company with respect to Financial Demerged Undertaking - 2 on transactions with the Resulting Company-2, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Resulting Company-2 and shall, in all proceedings, be dealt with accordingly.
- (v) Upon the Scheme coming into effect, any obligation of tax at source on any payment made by or to be made by the Demerged Company relating to Demerged Undertaking - 2 shall be made or deemed to have been made and duly complied with by the Resulting Company- 2.
- (vi) All intangible assets (including but not limited to goodwill) belonging to but not recorded in the books of account of the Demerged Company relating to



Demerged Undertaking - 2 and all intangible assets (including but not limited to goodwill) arising or recorded in the process of the demerger in books of account of Resulting Company-2 shall, for all purposes, be regarded as an intangible asset in terms of Explanation 3(b) to Section 32(1) of the Income Tax Act, 1961 and Resulting Company-2 shall be eligible for depreciation there under at the prescribed rates.

8. OTHER PROVISIONS

- (i) The Demerged Company and the Resulting Company-2 may, after the Scheme becomes effective, for the sake of good order, execute amended and re-stated arrangements or confirmations or other writings, for the ease of the Demerged Company, the Resulting Company -2 and the counter party concerned in relation to the Remaining Business and the Demerged Undertaking-2, without any obligation to do so and without modification of any commercial terms or provisions in relation thereto.
- (ii) Upon the Scheme becoming effective, the Resulting Company-2 shall secure the change in record of rights and any other records relevant for mutating the legal ownership of any immovable property vested with the Resulting Company-2 and relating to the Demerged Undertaking-2. The Demerged Company and the Resulting Company-2 are jointly and severally authorized to file such declarations and other writings to give effect to this Scheme and to remove any difficulties in implementing the terms hereof.

9. CONDUCT OF BUSINESS

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

- (i) The Demerged Company shall be deemed to have been carrying on all business and activities relating to the Demerged Undertaking-2 for and on behalf of and in trust for the Resulting Company-2 : and
- (ii) All income, expenditures including management costs, profits accruing to the Demerged Company and all taxes thereof or losses arising or incurred by it relating to the Demerged Undertaking-2 shall, for all purposes, be treated as the



income, expenditures, profits, taxes or losses, as the case may be, of the Resulting Company-2.

10. (i) With effect from the Effective Date, the Resulting Company shall be duly authorized to carry on the business of the Demerged Undertaking-2, previously carried on by the Demerged Company.
- (ii) The Resulting Company unconditionally and irrevocably agrees and undertakes to pay, discharge and satisfy all the liabilities and obligations of the Demerged Undertaking-2 with effect from the Appointed Date, in order to give effect to the foregoing provisions.

11. The Demerged Company and the Resulting Company-2 are expressly permitted to revise their Income Tax, Wealth Tax, Sales Tax, VAT and all other statutory returns, including without limitation TDS certificates and the right to claim refund, advance tax credits etc., upon the Scheme becoming effective. It is specifically declared that the taxes paid by the Demerged Company relating to the period on or after the Appointed Date whether by way of deduction at source or advance tax, which pertains to the Demerged Undertaking-2 shall be deemed to be the taxes paid by the Resulting Company-2 and the Resulting Company-2 shall be entitled to claim credit for such taxes deducted/paid against its tax liabilities notwithstanding that the certificates/challans or other documents for payment of such taxes are in the name of the Demerged Company.

12. SAVING OF CONCLUDED TRANSACTIONS

Transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking-2 and continuance of the proceedings by or against the Resulting Company -2 shall not in any manner affect any transaction or proceedings already completed by the Demerged Company (in respect of the Demerged Undertaking-2) on or before the Appointed Date to the end and intent that the Resulting Company-2 accepts all such acts, deeds and things done and executed by and/or on behalf of the Demerged Company as acts, deeds and things done and executed by and on behalf of the Resulting Company-2.



PART - E
REORGANIZATION OF CAPITAL

1. REORGANISATION OF CAPITAL IN THE TRANSFEREE COMPANY

- 1.1 The entire share capital of the Transferor Companies is held by the Transferee Company directly. Therefore, the Transferee Company shall not be required to issue any shares or pay any consideration to the Transferor Companies or to their shareholders.
- 1.2 Upon coming into effect of this Scheme, the shares or the share certificates of the Transferor Companies in relation to the shares held by its member shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect on and from the Effective Date without any necessity of them being surrendered.

2. INCREASE IN AUTHORIZED SHARE CAPITAL

- 2.1 With effect from the Appointed Date and upon the Scheme becoming effective, without any further acts or deeds on the part of the Transferor Companies or Transferee Company and notwithstanding anything contained in Section 61 and 64 of Companies Act, 2013, the Authorized Share capital of Transferor Companies as appearing in its Memorandum of Association on the Effective Date shall get clubbed with the Authorized Share Capital of the Transferee Company as appearing in its Memorandum of Association on the Effective Date and pursuant to this clubbing the Clause V of the Memorandum of Association of the Transferee Company shall stand altered to give effect to the same with effect from the Effective Date. The Face Value of Equity share shall remain same as of the Transferee Company after clubbing of Authorized Capital.
- 2.2 The Authorized share capital of the Transferee Company on effective date shall be :-
- Equity Share Capital of Rs. 265,000,000 (Rupees Twenty Six Crores and Fifty Lacs) divided into 265,000,000 (Twenty Six Crores and Fifty Lacs) equity share of face value of Re. 1 (Rupee One) each.



- Preference Share Capital of Rs. 5,00,00,000 (Rupees Five Crores) divided into 5,00,000 (Five Lacs) Preference Shares of Rs. 100 (Rupees Hundred) each;

- 2.3 The fees/duty paid by the Transferor Companies for its Authorized Share Capital shall be deemed to have been paid by the Transferee Company.
- 2.4 On approval of the Scheme by the members of Transferee Company pursuant to Section 230 - 232 of the Act, it shall be deemed that the said members have also accorded their consent under relevant Articles of the Articles of Association of the Company and Section 61 to 64 and other provisions of the Companies Act, 2013 as may be applicable for giving effect to the provisions contained in this Scheme.

3. RECLASSIFICATION OF AUTHORISED SHARE CAPITAL

With effect from the Appointed Date and upon the Scheme becoming effective, without any further acts or deeds on the part of the Transferee Company and notwithstanding anything contained in Section 13 and 61 of Companies Act, 2013, the post-merger Authorized Share capital of the Transferee Company would be Rs. 265,000,000 (Rupees Twenty Six Crores and Fifty Lacs) divided into 265,000,000 (Twenty Six Crores and Fifty Lacs) equity share of face value of Re. 1 (Rupee One) each and Preference Share Capital of Rs. 5,00,00,000 (Rupees Five Crores) divided into 5,00,000 (Five Lacs) Preference Shares of Rs. 100 (Rupees Hundred) each will be reclassified to Rs. 315,000,000 (Rupees Thirty One Crores and Fifty Lacs) divided into 315,000,000 (Rupees Thirty One Crores and Fifty Lacs) equity share of face value of Re. 1 (Rupee One) each. The Clause V of the Memorandum of Association of the Transferee Company shall stand altered to give effect to the same with effect from the Effective Date.

4. ACCOUNTING TREATMENT FOR AMALGAMATION

Upon the coming into effect of this Scheme, the amalgamation of the Transferor Companies with the Transferee Company shall be accounted for as per the "Accounting Standard 14: Accounting for Amalgamations" as prescribed in the Companies (Accounting Standards) Rules, 2006 issued by the Ministry of Corporate Affairs, as may be amended from time to time such that:



- 4.1 Transferee Company shall, record all the assets (other than investments in the Transferor Companies) and liabilities, including Reserves of the Transferor Companies vested in it pursuant to this Scheme, at their respective book values as appearing in the books of Transferor Companies on the Appointed Date.
- 4.2 If at the time of amalgamation, Transferor Companies and Transferee Company have conflicting accounting policies, a uniform accounting policy shall be adopted by Transferee Company following the amalgamation. The effect on the financial statements of any change in accounting policies shall be reported in accordance with Accounting Standard 5, 'Prior Period and Extraordinary Items and changes in accounting policies'.
- 4.3 Investment, if any, in the equity share capital of the Transferor Companies, as appearing in the books of accounts of Transferee Company, if not transferred before effective date, shall stand cancelled and there shall be no further obligation / outstanding in that behalf.
- 4.4 The loans and advance or payables or receivables of any kind, held inter-se, if any between Transferor Companies and Transferee Company, as appearing in its respective books of accounts shall stand discharged prior to Effective Date.
- 4.5 The amount by which the aggregate of book values of assets of the Transferor Companies vested in the Transferee Company as per Clause 4 above exceeds the aggregate of book value of liabilities, reserves and adjustment for cancellation of amount recorded as investment in Transferor Companies (in the books of Transferee Company) and vice versa shall be adjusted in the Consolidated Reserves of the Transferee Company.
- 4.6 The accounting entries proposed in this Scheme shall be effected as a part of this Scheme and not under a separate process in terms of Section 52 and Section 66 of the Companies Act, 2013, as the same neither involves diminution of liability in respect of unpaid share capital of Transferee company nor any payment to any shareholder of the Transferee Company of any paid-up capital and the order of NCLT sanctioning the Scheme shall be deemed to be a due compliance of the provisions of Sections 66 of the Companies Act, 2013, consequently, the



Transferee Company shall not be required to use the words "and reduced" as part of its corporate name.

5. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities and the continuance of proceedings by or against Transferor Companies as envisaged in above shall not affect any transaction or proceedings already concluded by Transferee Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that Transferor Companies accept and adopts all acts, deeds and things done and executed by Transferee Company in respect thereto as done and executed by Transferee Company in respect thereto as done and executed on behalf of itself.

6. DISSOLUTION OF TRANSFEROR COMPANIES

On occurrence of the Effective Date, Transferor Company-1, Transferor Company 2, Transferor Company 3 and Transferor Company 4 shall, without any further act or deed, stand dissolved without winding up.



PART -F

ISSUE OF SHARES FOR DEMERGER AND ACCOUNTING TREATMENT

1. ISSUE OF SHARES

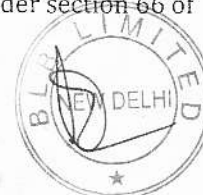
- 1.1 Upon the coming into effect of the Scheme and in consideration of transfer and vesting of the Demerged Undertaking 1 in the Resulting Company 1 pursuant to Part-C of the Scheme, the Resulting Company 1 shall, without any further act or deed and without any further payment, issue and allot equity shares on a proportionate basis:

To each member of the Demerged Company whose name is recorded in the Register of Members/List of Beneficial Owners for shares in dematerialized form of the Demerged Company on the Record Date to be fixed by the Demerged Company in the ratio of 1 (One) Equity Shares of Re. 1 (Rupee One) each at par in Resulting Company 1 for every 1 (One) Equity Shares of Re. 1 (Rupee One) each held by them in Demerged Company.

- 1.2 Upon the coming into effect of the Scheme and in consideration of transfer and vesting of the Demerged Undertaking 2 in the Resulting Company 2 pursuant to Part-D of the Scheme, the Resulting Company 2 shall, without any further act or deed and without any further payment, issue and allot equity shares on a proportionate basis:

To each member of the Demerged Company whose name is recorded in the Register of Members/List of Beneficial Owners for shares in dematerialized form of the Demerged Company on the Record Date to be fixed by the Demerged Company in the ratio of 1 (One) Equity Shares of Re. 1 (Rupee One) each at par in Resulting Company 2 for every 1 (One) Equity Shares of Re.1 (Rupee One) each held by them in Demerged Company

- 1.3 The existing equity shares of the Resulting Company-1 and Resulting Company - 2 as held by the Demerged Company either itself or through its nominees, shall stand cancelled and approval of the Scheme pursuant to sections 230 -232 of the Companies Act, 2013 shall also be deemed to be the approval under section 66 of



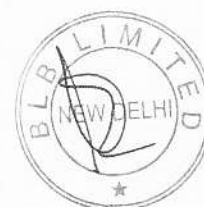
the Companies Act, 2013 for reduction and cancellation of shares of the Resulting Company-1 and Resulting Company-2.

- 1.4 In case any member's holding in the Demerged Company is such that the member becomes entitled to a fraction of an equity share in the Resulting Company 1 and Resulting Company 2, the same shall be rounded off to the nearest whole number.
- 1.5 Necessary adjustment of such additional or lesser consideration shall be carried in the reserves of the Resulting Company 1 and Resulting Company 2.
- 1.6 The new equity shares to be issued and allotted in terms of this scheme will be subject to the Memorandum and Articles of Association of the Resulting Company 1 and Resulting Company 2. The listing of the said shares is subject to the approval of the BSE/ NSE /SEBI.
- 1.7 In the event of there being any pending and valid share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of Directors or any committee thereof of the Demerged Company shall be empowered In appropriate cases, even subsequent to the Appointed Date or the Effective Date, as the case may be, to effectuate such a transfer in the Demerged Company, as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the Resulting Company 1 and Resulting Company 2 of such shares.
- 1.8 The issue and allotment of shares to shareholders of Resulting Company 1 and Resulting Company 2, as provided in this Scheme, shall be deemed to be made in compliance with the procedure laid down under Section 62 of the Companies Act, 2013.

2. LISTING OF EQUITY SHARES OF RESULTING COMPANY -1 AND RESULTING COMPANY

-2

- 2.1 Scheme of Demerger is in conformity with the requirements as laid down in Sub-Rule 19 (7) of Securities Contract (Regulation) Rules, 1957 and in terms of the said Sub-rule after allotment of new equity shares in Resulting Company-1 and



Resulting Company-2, Resulting Company-1 and Resulting Company-2, shall within 30 days from the date of receipt of certified copy of order of the National Company Law Tribunal (NCLT) of relevant jurisdiction sanctioning the Scheme, take necessary steps for listing of shares allotted, simultaneously on all the stock exchanges where the equity shares of Demerged Company are listed.

- 2.2 Resulting Company -1 and Resulting Company-2 shall make application to Securities and Exchange Board of India (SEBI) in terms of Rule 19 (7) of Securities Contract (Regulation) Rules, 1957 for Listing of Equity Shares at all the Stock Exchanges where the Equity Shares of Demerged Company are listed on the Appointed Date without complying with the requirements of Rule 19(2)(b) of Securities Contract (Regulation) Rules, 1957.
- 2.3 The new equity shares allotted by Resulting Company -1 and Resulting Company - 2, pursuant to clause 1.1 and clause 1.2 above, shall remain frozen in the depositories system till the listing / trading permission is given by the BSE and NSE.
- 2.4 There shall be no change in the shareholding pattern or control in Resulting Company-1 and Resulting Company-2 between the record date and the listing which may affect the status of this approval.

3. DISTRIBUTION OF AUTHORIZED SHARE CAPITAL OF THE DEMERGED COMPANY

- 3.1 With effect from the appointed date and upon the scheme becoming effective, the post Amalgamated and post reclassified Authorized Share Capital of the Demerged Company, shall be distributed among the Demerged Company and the Resulting Company-1 and Resulting Company -2 . After distribution the Authorized share capital of the Demerged Company, Resulting Company and Resulting Company -2 would be as follows :-

- The Authorized Capital of Demerged Company would be Rs. 115,000,000 (Rupees Eleven Crores and Fifty Lacs) divided into 115,000,000 (Eleven Crores and Fifty Lacs) equity shares of Re. 1 (Rupee One each).



- The Authorized Capital of Resulting Company-1 would be Rs. 100,000,000 (Rupees Ten Crores) divided into 100,000,000 (Ten Crores) equity shares of Re. 1 (Rupee One each).
- The Authorized Capital of Resulting Company-2 would be Rs. 100,000,000 (Rupees Ten Crores) divided into 100,000,000 (Ten Crores) equity shares of Re. 1 (Rupee One each).

3.2 The approval of the Scheme under Section 230 - 232 of the Companies Act, 2013, shall be deemed to compliances under Section 13, Section 14 and Section 61 of the Companies Act, 2013 for alteration of Authorised Share Capital in Memorandum of Association of Demerged Company and the Resulting Company-1 and Resulting Company-2.

4. ACCOUNTING TREATMENT

4.1 Treatment in the books of the Demerged Company

- 4.1.1 The assets and liabilities of the Demerged Company being transferred to Resulting Company-1 and Resulting Company-2 shall be reduced from the books of Demerged Company at values appearing in Books of Accounts of the Demerged Company as on the Appointed Date.
- 4.1.2 The investment of Demerged Company in to the equity share capital of Resulting Company-1 and Resulting Company -2, either itself or through its nominee, as on the effective Date shall stand cancelled.
- 4.1.3 The difference between the values of assets and value of liabilities transferred pursuant to scheme shall be appropriated and adjusted against the Reserves of the Demerged Company.
- 4.1.4 The reduction in Assets, Liabilities and Reserves of Demerged Company, including the Share Premium Account as may be required herein above shall be affected as an integral part of the Scheme and the order of the Hon'ble NCLT sanctioning the scheme shall be deemed to be also the order under Sections 66 of the Companies Act, 2013 for the purpose of



confirming the reduction of the Securities Premium Account and other Reserves.

4.2 Treatment in the books of the Resulting Company -1 & Resulting Company -2

Upon the coming into effect of this Scheme, the Resulting Company-1 and Resulting Company -2 shall record all the assets and liabilities of the Demerged Undertaking transferred to it in pursuance of this Scheme at their respective book values appearing in the books of account of the Demerged Company as on the Appointed Date. Further, the amount arising as an accounting differential for the Resulting Company-1 and Resulting Company -2, on account of the difference between:

4.2.1 The aggregate of the value of Equity Share Capital issued by the Resulting Company-1 and Resulting Company -2 in terms of Clause 1.1 and 1.2 above and the difference of value of Assets and Liabilities of the Demerged Undertaking taken over shall be adjusted in Reserves of the Resulting Company-1 and Resulting Company -2. This amount shall be free for distribution as dividend and shall for all purposes constitute part of the Free Reserves of the Resulting Company-1 and Resulting Company -2 respectively.

4.2.2 It is hereby clarified that all transactions during the period between the Appointed Date and Effective Date relating to the Demerged Undertaking -1 and Demerged Undertaking -2 would be duly reflected in the financial statements of the Resulting Company-1 and Resulting Company -2, upon the Scheme coming into effect.



PART G

1. LISTING REGULATIONS AND SEBI COMPLIANCES

- 1.1 The 'Transferee Company' / Demerged Company being a listed company, this Scheme is subject to the Compliances by the 'Transferee Company / Demerged Company' of all the requirements under the listing regulations and all statutory directives of the Securities Exchange Board of India ('SEBI') insofar as they relate to sanction and implementation of the Scheme.
- 1.2 The Transferee Company / Demerged Company in compliance with the listing Regulations shall apply for the 'Observation Letter' of NSE Limited, where its shares are listed in terms of the Regulation 37 of the listing regulations.
- 1.3 The 'Transferee Company / Demerged Company' shall also comply with the directives of SEBI contained in the Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ('Circular') issued by SEBI in terms of Regulation 37 of the listing regulations;
- 1.4 As Para 9 of SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ('Circular') the 'Transferee Company / Demerged Company' will provide voting by the public shareholders through e-voting and will disclose all material facts in the explanatory statement, to be sent to the shareholders for approval of this scheme.



PART H

1 SAVING OF CONCLUDED TRANSACTIONS

Transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking-1 and Demerged Undertaking-2 and Transferor Companies and continuance of the proceedings by or against the Resulting Company-1 and Resulting Company -2 and Transferee Company, shall not in any manner affect any transaction or proceedings already completed by the Demerged Company (in respect of the Demerged Undertaking-1 and Demerged Undertaking -2) and the Transferor Companies on or before the Appointed Date to the end and intent that the Resulting Company-1, Resulting Company -2 and Transferee Company accepts all such acts, deeds and things done and executed by and/or on behalf of the Demerged Company and Transferor Companies, as acts, deeds and things done and executed by and on behalf of the Resulting Company -1, Resulting Company -2 and Transferor Company.

2 GENERAL TERMS AND CONDITIONS

- 1.1 The Transferee Company / Demerged Company , Resulting Companies and Transferor Companies shall, make applications to the Hon'ble NCLT under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 seeking orders for dispensing with or convening, holding and conducting of the meetings of the classes of their respective members and/or creditors and for sanctioning this Scheme, with such modifications as may be approved by the NCLT.
- 1.2 Upon this Scheme being approved by the requisite majority of the respective members and creditors of the Transferee Company / Demerged Company, Resulting Companies and Transferor Companies (as may be directed by the Hon'ble NCLT), Demerged Company / Transferee Company, Resulting Companies and Transferor Companies shall, apply to the Hon'ble NCLT, for sanction of this Scheme under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and for such other order or orders, as the said Hon'ble NCLT may deem fit for carrying this Scheme into effect.



PART G

1. LISTING REGULATIONS AND SEBI COMPLIANCES

- 1.1 The 'Transferee Company' / Demerged Company being a listed company, this Scheme is subject to the Compliances by the 'Transferee Company / Demerged Company' of all the requirements under the listing regulations and all statutory directives of the Securities Exchange Board of India ('SEBI') insofar as they relate to sanction and implementation of the Scheme.
- 1.2 The Transferee Company / Demerged Company in compliance with the listing Regulations shall apply for the 'Observation Letter' of NSE Limited, where its shares are listed in terms of the Regulation 37 of the listing regulations.
- 1.3 The 'Transferee Company / Demerged Company' shall also comply with the directives of SEBI contained in the Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ('Circular') issued by SEBI in terms of Regulation 37 of the listing regulations;
- 1.4 As Para 9 of SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ('Circular') the 'Transferee Company / Demerged Company' will provide voting by the public shareholders through e-voting and will disclose all material facts in the explanatory statement, to be sent to the shareholders for approval of this scheme.



- 1.3 On approval of this Scheme by the members and creditors of the Transferee Company / Demerged Company, Resulting Companies and Transferor Companies, pursuant to Sections 230 to 232 of the Companies Act, 2013, it shall be deemed that all consents required from the shareholders and/or creditors, as the case may be, of the said companies under the provisions of the Act as may be applicable, have been accorded to.
- 1.4 Upon this Scheme becoming effective, the respective shareholders of the Transferee Company / Demerged Company, Resulting Companies and Transferor Companies shall be deemed to have also accorded their approval under all relevant provisions of the Act for giving effect to the provisions contained in this Scheme.
- 1.5 The Transferee Company / Demerged Company, Resulting Companies and Transferor Companies (acting through their respective Boards of Directors or Committees thereof) may assent to any modifications or amendments to this Scheme, which the Hon'ble NCLT and/or any other authorities/Stock Exchanges may deem fit to direct or impose or which may otherwise be considered necessary or desirable or for settling any question or doubt or difficulty that may arise for implementing and/or carrying out this Scheme. Transferee Company / Demerged Company, Resulting Companies and Transferor Companies (acting through their respective Boards of Directors or Committees thereof) be and are hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of the order of the Hon'ble NCLT or of any directive or orders of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.
- 1.6 The Transferee Company / Demerged Company, Resulting Companies and Transferor Companies, shall have the discretion to withdraw their applications and/or petitions from the Hon'ble NCLT, if any onerous terms or other terms not acceptable to them are introduced in the Scheme whether at the meetings or at the time of sanction of the Scheme. They shall also be at liberty to render the



Scheme ineffective by not filing the certified orders of sanction of the Scheme with the Registrar of Companies but they shall do so after intimating Hon'ble NCLT of their decision of not to file.

3 SCHEME CONDITIONAL UPON:

This scheme is conditional upon:

- 3.1 The Scheme being agreed to by the respective requisite majorities of the members and/or creditors of the Transferee Company / Demerged Company, the Resulting Companies and Transferor Companies, if required, in accordance with Section 230-232 of the Companies Act, 2013 and the requisite orders of the NCLT sanctioning this Scheme in exercise of the powers vested in it under the Act; and
- 3.2 As Para 9 of SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ('Circular' the 'Transferee Company / Demerged Company' will provide voting by the public shareholders through e-voting and will disclose all material facts in the explanatory statement, to be sent to the shareholders for approval of this scheme.
- 3.3 All necessary certified copies of the order of the NCLT sanctioning this Scheme being filed with the Registrar of Companies.
- 3.4 The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, if any, which by law may be necessary for the implementation of this Scheme.
- 3.5 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person.
- 3.6 If any part of this Scheme is invalid, ruled illegal by any NCLT, or unenforceable under present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected there by, unless the deletion of such part shall cause this Scheme to



become materially adverse to any party, in which case the parties shall attempt to bring about a modification in this Scheme as will best preserve for the parties the benefits and obligations of this Scheme, including but not limited to such part.

4 **COSTS, CHARGES AND EXPENSES**

All past, present and future costs, charges, levies, duties, and expenses, save and except stamp duty payable pursuant to transfer of Demerged Undertaking-1 and Demerged Undertaking -2 and Transferor Companies, if any, which shall be borne by the Resulting Companies and Transferee Company / Demerged Company, respectively, in relation to or in connection with or incidental to the Scheme or the implementation thereof and all of the above costs shall be treated, as costs relating to this scheme of arrangement.



SCHEDULE A

SCHEDULE OF ASSETS AND LAIBLITIES OF R1 AS ON

31/12/2016

SHORT DESCRIPTION OF THE FREEHOLD PROPERTY OF THE

I. DEMEGED UNDERTAKING

OFFICE AT AHMEDABAD

UNIT NO. 801 TO 814, BLOCK F, TITANIUM CITY CENTRE,

VEJALPUR, AHMEDABAD - 10

28,480,842.00

28,480,842.00

SHORT DESCRIPTION OF THE LEASEHOLD PROPERTY OF

II. THE DEMEGED UNDERTAKING

NIL

DETAILS OF PLANT & MACHINERY AND OTHER FIXED ASSETS

III. OF THE DEMERGED UNDERTAKING

NIL

IV. DETAILS OF CHARGES

CHART ENCLOSED

V. DETAILS OF CURRENT ASSETS

1 INVENTORIES

INVENTORIES of Agri commodities

781,412,219.00

781,412,219.00

2 Debts for more than six months

PARAS INDUSTRIES

512,707.00

S.J. TRADERS

1,536,334.00

2,049,041.00



3 Other Debts

SHREEJI ENTERPRISES	11,388,259.00
ACN FINANCIAL SERVICES LIMITED	2,452,050.00
SHARP CORP LTD.	1,727,339,321.00
SHYAMJI TRADERS	2,942,633.00
J V ENTERPRISES	2,362,567.00
G L ENTERPRISES	3,388,110.00
N.K BROTHERS	2,904,990.00
ELITE	1,999,191.53

1,754,777,121.53

4 Balances In Current Accounts

HDFC - EXCHANGE DUES A/C 00990690000929	8,641.00
HDFC - NCDEX SPOT EX. DUES A/C 00990690015686	1,000.00
HDFC - NCDEX SPOT SETT.A/C 00990690015679	1,000.00
HDFC - NCDEX SPOT CLIENT A/C 00030340041758	11,000.00
HDFC - BANK A/C NO.50200006507705	1,073.00
ICICI BANK LIMITED-O/D A/C NO.000705041941	132,569.00
PNB- A/C NO.4196005700000019	126,160.00
STATE BANK OF INDIA - A/C NO.34892695764	1,365,799.00
HDFC - BANK A/C NO.00030340055615	43,650.00
HDFC - BANK A/C-00030340011106	361,183.00
IDBI BANK- A/C NO.1113102000000480	2,173,210.00
YES BANK LTD.A/C NO.001486700000122	63,982.00
HDFC-A/C No.00030340054209	856,740.58
HDFC- Bank A/C No. 50200006470697	32,112.69
Yes-Bank A/C No.0236840000000146	75,119.85
Yes Bank Ltd. A/C No. 236605000000034	10,933.98
HDFC- Bank A/C No.00030340019940	57,704.27

5,321,878.37



5 **FIXED DEPOSITS A/C**

FIXED DEPOSIT A/C IDBI	260,631.00
FDR-SECURITY DEPOSIT WITH KRISHI UPAJ MANDI SMITI	1,000.00
FIXED DEPOSITS with - HDFC	1,630,000.00
Security Deposit - (DVAT) (Fixed Deposits)	90,000.00
Security Deposit - (Banglore) (Fixed Deposits)	50,000.00
Security Deposits - UPSIDC for Plot at Tronica City (Loni)	576,000.00
FDR Registrar State Commission (Delhi)	25,000.00
FDR Registrar State Commission (Delhi)	25,000.00
FDR - YES BANK	50,000,000.00
	52,657,631.00

6 **Cash in Hand**

CASH A/C	1,927,959.15
	1,927,959.15

7 **Advances to Staff**

ADVANCE AGAINST SALARY	10,000.00
STAFF LOAN	333,107.00
	343,107.00

8 **Advances against supplies**

NEELKANTH CORPORATION	1,024,921.00
SOMNATH TRADING CO.	575,899.00
RAJDHANI SUPPLY COMPANY	1,200,000.00
	2,800,820.00

9 **Prepaid Expenses**

PREPAID - SUBSCRIPTION & MEMBERSHIP	159.00
PREPAID INSURANCE PREMIUM	34,270.00
	34,429.00



10 Interest accrued but not due

INTEREST ACCRUED A/C	3,449,483.00
INTEREST ACCRUED ON NSC	23,686.00
	3,473,169.00

11 Deposits with Exchanges & Other Authorities

VAT REFUNDABLE	11,445.00
SERVICE TAX PAYABLE	610.00
VAT CREDIT (SIDDHARTH BAGRI)	1,340,688.00
VAT (CREDIT)	11,481,399.00
Vat (Credit)	3016616
Vat Refundable	676984.79
	16,527,742.79

12 Claims Receivable against purchase contracts

BLUE SKY SALES INC DBA FAMOSO NUT	4,272,923.00
HILLTOP RANCH INC	5,108,567.00
JESS SMITH AND SONS COMMODITIES	6,429,093.00
CAMPOS BROS. FARMS	8,480,740.00
RIVERWEST PROCESSING INC	9,319,879.00
SIERRA VALLEY ALMOND LLC	14,252,178.00
BLUE DIAMOND GROWERS	17,649,003.00
BALCORP LIMITED	29,458,950.00
	94,971,333.00

13 Other Receivable

KALYX WAREHOUSING PRIVATE LTD.	655.00
SHREE GANESH AGRO MARKETING CO.	13,275.00
KESHAV TRADING COMPANY	4,834.00
SRI MAHAVIR OIL & GEN. MILLS	3,247.00
BONANZA PORTFOLIO LTD (TRADING ACCOUNT)	958.00



SAHIL ENTERPRISES	567,448.00
GIRIRAJ TRADERS	700.00
ANIL INDUSTRIES	34,937.00
RUKMANI DEVI GARG AGRO IMPEX PRIVATE LIMITED	36,978.00
GOPILAL BHANWARLAL & SONS	65,207.00
DWARIKESH SUGAR INDUSTRIES LIMITED	9,000.00
MURLI WALA BROKER AGENCY (NITIN)	10,000.00
DARSHAN BROKERS	16,342.00
BISHAMBER DAYAL CHANDRA MOHAN	39,731.00
SHREE VINAYAK AGENCIES	97,415.00
DAKSH TRADING COMPANY	232,437.00
SAIRAM ENTERPRISES	6,267.00
KRISHI KALYAN CESS	1,112.00
SEC. DEP. -VAT REG. (HYDERABAD)	1,000.00
IMPREST TO EMPLOYEES	4,999.00
ADVANCE AGAINST SALARY	6,850.00
ADVANCE AGAINST TRAVELLING	426,165.00
ARR EXPORTERS PVT.LTD.	15,485.00
CONTAINER CORPORATION OF INDIA LIMITED	16,518.00
ADVANCE AGAINST EXPENSES	13,000.00
SANA TRADING	42,746.00
THE NEW INDIA ASSURANCE CO. LIMITED	8,273.00
JAI MATA DI	113,000.00
GRACE EXPORT	192,652.00
SHREE GOPAL JITENDRA KUMAR	258,609.00
KESHAV DAS TONDON & CO.	282,963.00
OTHER EXPENSES RECOVERABLE	294,009.00
RADHA RAMAN SPICES	318,561.00
ADVANCE AGAINST TRAVELLING	5,000.00
ELITE COMTRADE PVT.LTD.	9,967,639.00
	13,108,012.00



VI. DETAILS OF NON- CURRENT ASSETS

1 Capital Advances

PIKE DEVELOPERS PRIVET LIMITED	15,500,000.00
Siddharth automat india private limited	20,000,000.00
	35,500,000.00

2 Security Deposits

VAT PAID WITH PROVISIONAL PROTEST TO GVAT	3,174,804.00
NSC - SECURITY DEPOSIT BIKANER MANDI	10,000.00
NSC-SECURTIY DEPO. WITH AGRICULTURE MKT. COMMITTEE	500.00
NSC - SECURITY DEPOSIT KOTA MANDI	10,000.00
NSC - SECURITY DEPOSIT NIWAI MANDI (RAJ.)	10,000.00
SD (SALES TAX DEPTT.)	25,000.00
SECURITY DEPOSIT - VAT MUMBAI	30,000.00
NSC- SECURTIY DEPO WITH SALES TAX DEPTT(GVAT)	10,000.00
NSC - SECURITY DEPOSIT JODHPUR MANDI 08.02.13	10,000.00
	3,280,304.00

2A LICENCE AND MEMBERSHIPS

NIL

3 Deferred Revenue Expenditure

Company Merger Expense	90,915.00
Share Issue Expenses	13,000.00
	103,915.00

VII. DETAILS OF NON-CURRENT LIABILITIES

HDFC BANK -CAR LOAN	187,285.00
	187,285.00

VIII. DETAILS OF CURRENT LIABILITIES

1 Loans from Banks against Working Capital Limits



HDFC - BANK A/C-00030340051237	164,935,194.00
SHORT TERM LOAN - STATE BANK OF INDIA	61,312,027.00
SHORT TERM LOAN - INDUSIND BANK LTD.	34,662,158.00
INDUSIND BANK-A/C NO.650014025146	281,147.00
ICICI BANK LIMITED-C/A NO.000705039228	9,652,860.00
ICICI BANK LTD-C/A NO.053205005674 (POOL ACCOUNT)	50,800,502.00
YES BANK LTD.A/C NO.023684600000033	139,236,740.00
LOAN AGAINST FDR'S FROM YES BANK	49,935,211.24

510,815,839.24

2 Creditors for supplies

NANDITAA BAGRI	13,421,863.00
GAUTAM TECHAGRO INDIA P.LTD.	33,557,325.00
BABA INTERNATIONAL	3,000,000.00
SHAH VEGITABLES PRIVATE LIMITED	2,095,189.00
SHREE KRISHNA TRADING COMPANY (DELHI)	89,737.00
GAUTAM TRADING COMPANY	58,655.00
MITTAL TRADING COMPANY	244,978.00
BALAJI OVERSEAS	380,387.00
DATTA TRADING CO.	477,235.00
ASARA TRADERS	134,201.00
SIDDHARTH BAGRI	1,340,688.00
KALASH TRADERS	197,936.00
NAKODA TRADERS	4,467,153.00
MAA BHAWANI ENTERPRISES	52,261,480.00
SHARP AGRICOM LIMITED	341,673,278.00
RANJEET KUMAR	27,440.00
RBRL AGRO COMMODITIES LTD.	1,580,702,217.00
STAR AGRIWAREHOUSING & COLLATERAL MANAGEMENT LTD.	1,900,000.00
MANOJ TRADERS	9,000,000.00



SUN AGRO CORPORATION	675,367.00
FARMERS FORTUNE (INDIA) PRIVATE LIMITED	570,563.00
KALBAVI CASHEWS	6,816.00
SHRI B R AGRO SALE CORPORATION	772.00
Somnath trading company	321,848.00
JV enterprises	1,161,249.00
Rudra vir vikram	23,000.00
SRI VELMURUGAN & CO.	118,547.00
Star Agriwarehousing & Collateral Management Ltd. (Agst Sugar)	8,798.00
KOTA AGROPROTEINS PVT.LTD.	13,695,840.00
M-to-M 30/12/2016	22,300.00
	2,061,634,862.00

3 Creditors for Services

ROHIT K.C. JAIN & CO.	219,450.00
	219,450.00

4 Interest accrued and due on borrowings

Interest payable to YES Bank	288,720.00
	288,720.00

5 Interest accrued and but not due on borrowings

INTEREST PAYABLE ON DIRECTOR'S LOAN	2,534,388.00
	2,534,388.00

6 Creditors for Other Liabilities

PROVIDENT FUND PAYABLE	42,991.00
BONUS PAYABLE	68.00
V E P F- PAYABLE	14,869.00
TDS PAYABLE ON SALARY	10,470.00
TDS Payable	20,284.00
TDS PAYABLE ON WAREHOUSE RENT	154,074.00



OTHER EXPENSES PAYABLE	34,652.00
SALARY PAYABLE	896,672.00
TDS PAYABLE ON PROFESSIONAL CHARGES	148,009.00
TDS PAYABLE ON RENT	72,590.00
ELECTRICITY EXPENSES PAYABLE	995.00
ESIC-PAYABLE	4,528.00
	1,400,202.00
7 <u>Provision for Taxation</u>	
PROVISIONA FOR TAXATION	4,510,775.00
	4,510,775.00



SCHEDULE B

SCHEDULE OF ASSETS AND LAIBLITIES OF R2

AS ON 31/12/2016

SHORT DESCRIPTION OF THE FREEHOLD

I. PROPERTY OF THE DEMEGED UNDERTAKING

OFFICE AT MUMBAI

OFFICE 903, 9TH FLOOR, KANAKIA ATRIUM-2,

CHAKALA, ANDHERI KURLA ROAD, ANDHERI

(EAST) , MUMBAI-59

19,762,693.00

19,762,693.00

SHORT DESCRIPTION OF THE LEASEHOLD

II. PROPERTY OF THE DEMEGED UNDERTAKING

NIL

DETAILS OF PLANT & MACHINERY AND OTHER

III. FIXED ASSETS OF THE DEMERGED UNDERTAKING

NIL

IV. DETAILS OF CHARGES

CHART ENCLOSED

V. DETAILS OF CURRENT ASSETS

1 INVENTORIES

SHARES & SECURITIES

34,973,115.00

34,973,115.00

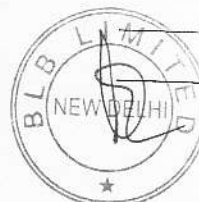
2 Balances In Current Accounts

RATNAKAR BANK LTD. A/C 136112

14,929.00



RBS BANK - DELHI - C/A 135642	240,272.00
HDFC - DELHI - O/D 00030130000235	14,099.00
ICICI BANK - DELHI - C/A 000705003781	542,547.00
HDFC - CUR. DERI-CLIENT A/C 00030340034013	886.00
HDFC - NSE CLIENT A/C - 00030340069069	10,000.00
HDFC - DIVIDEND A/C - 00030340069079	10,000.00
HDFC - NSE - EXCHANGE DUES A/C 00990650003532	21,185.00
HDFC - NSE (F&O) - SETTLEMENT A/C 00990630000228	6,960.00
HDFC-CUR.DERI - SETT A/C 00990630003474	298.00
HDFC - NSE - BUSINESS A/C 00030340002721	436.00
HDFC - NSE - SETTLEMENT A/C 0990610003901	39,441.00
	901,053.00
3 <u>FIXED DEPOSITS A/C</u>	
FDR - HDFC BANK LTD.	127,893,752.00
FDR - ICICI BANK LTD.	1,000,000.00
	128,893,752.00
4 <u>Cash in Hand</u>	
CASH IN HAND	854,333.00
	854,333.00
5 <u>Prepaid Expenses</u>	
PREPAID - INSURANCE	153.00
PREPAID - BANK GUARANTEE	1,017,520.00
PREPAID - SOFTWARE EXPENSES	13,198.00
	1,030,871.00
6 <u>Interest accrued but not due</u>	
INTEREST ACCRUED A/C	3,668,239.00
	3,668,239.00



7 Other Receivable

ADVANCE AGAINST EXPENSES	308,733.00
NATIONAL SECURITIES DEPOSITORY LTD.	500.00
MUTUAL FUND - DSP	14,917,279.00
IL&FS LTD. DP A/C	1,000.00
HCL COMNET LTD.	33,646.00
BROKER NOTE STAMPS IN HAND	4,347.00
POSTAGE STAMPS IN HAND	100.00
SHARE TRANSFER STAMPS IN HAND	482.00
	15,266,087.00

VI. DETAILS OF NON-CURRENT ASSETS

Security Deposits

SECURITY DEPOSIT - HCL COMNET LTD	100,000.00
SECURITY DEPOSIT - INTERNET CHARGES	500.00
SECURITY DEPOSIT - LEASE LINE	60,000.00
SECURITY DEPOSIT - LEASE LINE (HCL)	100,000.00
SECURITY DEPOSIT - MTNL	25,654.00
	286,154.00

VIA LICENCE AND MEMBERSHIPS

SECURITY DEPOSIT - NSE CURRENCY	
DERIVATIVES	3,500,000.00
SECURITY DEPOSIT - NSCCL	7,800,000.00
	11,300,000.00
	11,586,154.00

VII. DETAILS OF NON-CURRENT LIABILITIES

NIL



VIII. DETAILS OF CURRENT LIABILITIES

Loans from Banks against Working Capital

1 Limits

HDFC BANK - STL	4,950,000.00
HDFC - DELHI - C/A 00030340002714	26,294,971.00
	<u>31,244,971.00</u>

2 Creditors for Services

SARVESH SHARMA	11,000.00
SPA SECURITIES LIMITED	23,257.00
CHANDRASEKARAN ASSOCIATES	26,250.00
NSEIL - TDS RECOVERABLE	4,549,209.00
	<u>4,609,716.00</u>

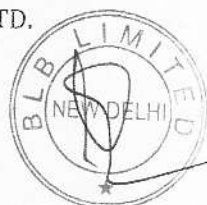
Interest accrued and but not due on

3 borrowings

INTEREST PAYABLE ON DIRECTOR'S LOAN	3,363,014.00
	<u>3,363,014.00</u>

4 Creditors for Other Liabilities

EMPLOYEE'S BONUS PAYABLE	711.00
SALARY PAYABLE	905,570.00
EMP. ADHOC PAYMENT CONTROL A/C	58,788.00
E.S.I. PAYABLE - EMPLOYEE'S	4,779.00
P.F. PAYABLE - EMPLOYEE'S	37,262.00
V E P F PAYABLE	1,014.00
STAMP DUTY PAYABLE	536.00
SARANG PROPERTY DEVELOPERS PVT LTD	6,495.00
EXPENSES PAYABLE	674,549.00
SWATI NEHRA - ADVANCE SALARY	1,129.00
CENTRAL DEPOSITORY SERVICES (INDIA) LTD.	121.00



EMPLOYEE'S FINAL SETTLEMENT A/C	25,361.00
ANIL SAPRA (ADVOCATE)	108,900.00
TDS PAYABLE - PROFESSIONAL	150,822.00
TDS PAYABLE - CONTRACT	20,992.00
DIVIDEND ON SHARE SOLD PENDING TRANSFER	43,212.00
TDS PAYABLE - RENT	14,934.00
TDS PAYABLE - SALARY	53,505.00
	2,108,680.00
5 <u>Provision for Taxation</u>	
PROVISIONA FOR TAXATION	2,302,045.00
	2,302,045.00



CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF BLB LIMITED HELD ON WEDNESDAY, THE 13TH DAY OF SEPTEMBER, 2017 AT H.NO. 4760-61/23, 3RD FLOOR, ANSARI ROAD, DARYA GANJ, NEW DELHI-110002.

TO TAKE NOTE OF THE REVISED DRAFT COMPOSITE SCHEME OF ARRANGMENT.

"RESOLVED THAT in continuation to the resolution passed by the Board in the meeting held on 25th day of March., 2017, the consent/approval of the Board of Directors be and is hereby granted to revise the draft Composite Scheme of Arrangement, amalgamating the 4 (Four) wholly owned subsidiaries i.e. BLB Commodities Limited (Transferor Company 1), BLB Global Business Limited (Transferor Company 2), Caprise Commodities Limited (Transferor Company 3) and Sri Sharadamba Properties Limited (Transferor Company 4) with the Company (Transferee Company/ Demerged Company) and subsequently Demerger of Commodities Trading Division (Demerged Undertaking-1) and Financial Service Division (Demerged Undertaking-2) into Sakala Commodities Limited (Resulting Company -1) and Samagra Capital Limited (Resulting Company -2) respectively, pursuant to the undertaking given to the BSE limited dated 20.07.2017.

RESOLVED FURTHER THAT the authorized signatories be are hereby severally authorised to certify the resolution for its submission to any statutory authority as and when required."

For BLB LIMITED


(ABHA GARG)

COMPANY SECRETARY

M.No. : 38787

Date : 15.09.2017

Place : New Delhi

