

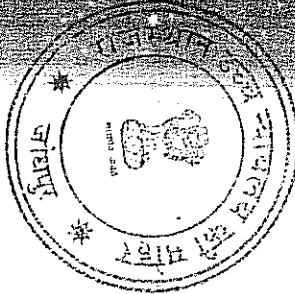
धरु वल्लभ प्रसिद्धिपरि आनंदराम-राम  
 धरुत ५२०.३५ कागज धरुत १  
 दिनांक २७-११-५६  
 प्रसाधनिक अधिकारी प्रसाधनिक  
 प्रसिद्धिपरि विभाग  
 धरुतधरुत धरुत धरुतधरुत, धरुतधरुत

By Faxum 42

Certified P.S. Copy of ~~Order~~

IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN AT  
JODHPUR

ORIGINAL COMPANY JURISDICTION



COMPANY PETITION NO.7/2016  
ARISING FROM  
COMPANY APPLICATION NO.4/2016

In the matter of  
The Companies Act, 1956/2013

And

In the matter of:  
Application/Petition under Section 391(1) to 394 of the Companies  
Act, 1956

And

In the matter of:  
Scheme of Amalgamation and Arrangement of  
Banswara Global Ltd. (Transferor Company No.1),  
Banswara Fabrics Ltd. (Transferor Company No.2),

With

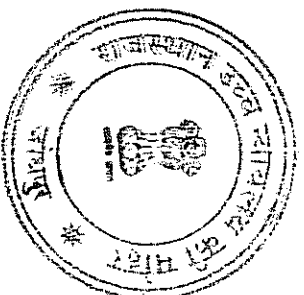
Banswara Syntex Ltd. (Transferee Company)

And

In the matter of:

Banswara Fabrics Ltd., a Company incorporated under the  
provisions of the Companies Act, 1956, having its registered office  
at Industrial Area, Dahod Road, Banswara - 327 001, Rajasthan  
..Petitioner Transferor Company No.2

राष्ट्रीय प्रमाणिक  
29 SEP 2016  
राजस्थान उच्च न्यायालय, जोधपुर  
जोधपुर उच्च न्यायालय, जोधपुर



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**HON'BLE MR. JUSTICE SANGEET LODHA**

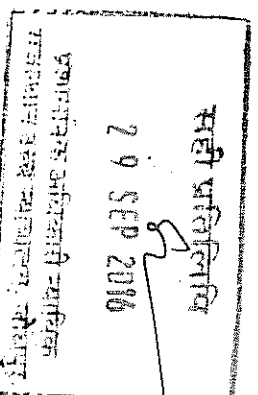
**Order under Section 394**

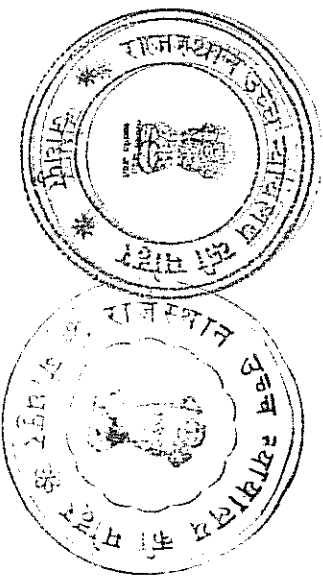


Order in Form 42 pursuant to the Order dated 11/08/2016 passed  
by Hon'ble Company Judge Shri Sangeet Lodha

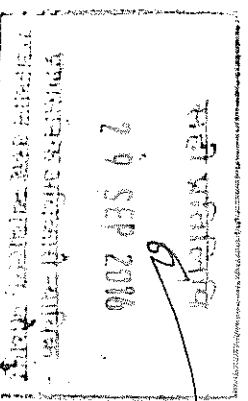
**THE COURT DOTH ORDER**

- (1) That all the property, rights and powers of Banswara Fabrics Limited the Transferor Company specified in the first, second and third parts of the Schedule hereto and all other property, rights and powers of the Transferor Companies with effect from the appointed date 1<sup>st</sup> April, 2015 as per the Scheme of Amalgamation as sanctioned by this Court, be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to the section 394(2) of the Companies Act, 1956, be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Companies therein but subject nevertheless to all charges now affecting the same; and
- (2) That all the liabilities and duties of Banswara Fabrics Limited the Transferor Company be transferred with effect from the said appointed date 1<sup>st</sup> April, 2015 as per the Scheme of Amalgamation sanctioned by this Court without further act or deed to the Transferee Company and accordingly the same shall, pursuant to section 394(2) of the Companies Act, 1956, be transferred to and become the liabilities and duties of the Transferee Company; and
- (3) That all proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and





- (4) That the Transferee Company do without further application allot to such members of the Banswara Fabrics Limited (Transferor Company No. 2) herein the shares in the Transferee Company to which they are entitled under the said scheme of Amalgamation and Arrangement; and
- (5) That Banswara Fabrics Limited (Transferor Company No.2) do within 30 days after the date of this order cause certified copies of this order to be delivered to the Registrar of Companies for registration and on such certified copies being so delivered the Transferor Company shall be dissolved and the Registrar of Companies shall place all documents relating to the Transferor Companies, and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said Companies shall be consolidated accordingly; and
- (6) That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.
- The Court doth herewith sanction Scheme of Amalgamation & Arrangements as set-forth in the Petition and declare the same to be binding on all the Shareholders, secured and unsecured creditors and all parties connected with both Transferor Companies and Transferee Company.





**SCHEDULE**

**PART I**

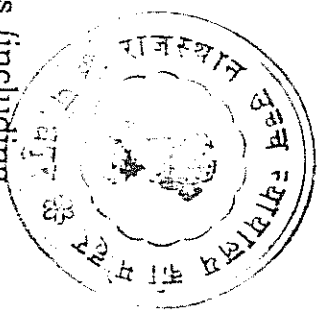
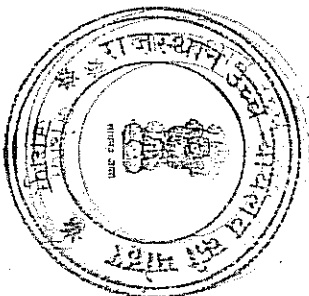
**(Short description of the freehold and leasehold  
Properties of the Transferor Companies)**

- (i) All the assets and properties (whether moveable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent) of the Transferor Companies, whether situated in India or abroad, including but not limited to manufacturing facilities, laboratories, land (whether leasehold or freehold), processing plants, plant and machinery, computers, equipment, buildings and structures, offices, residential and other premises, diesel generator sets, stock-in-trade, packing material, raw materials, capital work in progress, sundry debtors, furniture, fixtures, interiors, office equipment, vehicles, appliances, accessories, power lines, depots, deposits, all stocks, stocks of fuel, assets, investments of all kinds (including shares, scripts, subsidiaries, stocks, bonds, debenture stocks, units or pass through certificates) including shares or other securities held by the Transferor Companies, cash balances or deposits with banks, cheques on hand, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Companies, financial assets, leases (including but not limited to lease rights of the Transferor Companies), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security Arrangements or under any guarantees, reversions, powers, bids, tenders, letters of intent, expressions of interest, development rights (whether vested or potential and whether under agreements or otherwise), municipal permissions, tenancies or license in relation to the office and /or residential properties (including for the employees or other persons), guest houses, godowns, warehouses, licenses, fixed and other assets, intangible assets (including but not limited to software), trade and service names and marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, Arrangements of all kind, privileges and all other rights, title, interests, other benefits (including tax benefits), assets held by or relating to any Transferor Companies employee benefit plan, export incentives accrued, derivative instruments, forward contracts, insurance claims

राष्ट्र प्रतिलिपि

29 SEP 2016

प्रमाणित और अभिलेखित प्रतिलिपि  
राष्ट्र प्रतिलिपि



receivable, tax holiday benefit, incentives, credits (including tax credits), minimum alternative tax credit entitlement tax losses, rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies or in connection with or relating to the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies, in each case, whether in India or abroad.

(ii) All agreements, rights, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trademarks, designs, quotas, rights, engagements, Arrangements, authorities, allotments, security Arrangements, benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Companies business activities and operations.

(iii) All intellectual property rights, engineering and process information, software licenses (whether proprietary or otherwise), drawings, records, files, books, papers, computer programmes, manuals, data, catalogues, sales and advertising material, lists of present and former customers and suppliers, customer credit information, customer pricing information, other customer information and all other records and documents, whether in physical or electronic form, relating to the business activities and operations of the Transferor Companies.

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

(v) Rights to any claim not preferred or made by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, under any law, act, rule or scheme, and in respect of set-off, carry forward of un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate,

सही प्रतिलिपि

29 SEP 2016

प्रशासनिक अधिकारी - प्रशासनिक  
राजस्थान सरकार, जयपुर, राज.



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allowance, amortization benefit, etc. whether under the Income Tax Act, 1961, the rules and regulations thereunder, or taxation laws of other countries, or any other or like benefits under the said acts or under and in accordance with any law or act, whether in India or anywhere outside India.

(vi) All debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Companies and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized. Provided that if there exists any reference in the security documents or Arrangements entered into by the Transferor Companies under which the assets of the Transferor Companies stand offered as a security for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to the Undertaking of the Transferor Companies vested in the Transferee Company by the virtue of the Scheme. The Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Companies which shall vest in Transferee Company by virtue of the Amalgamation. The Transferee Company shall not be obliged to create any further or additional security thereof after the Amalgamation has become effective.

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

(viii) All permanent and temporary employees engaged by the Transferor Companies at various locations.

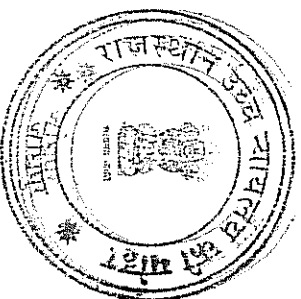
All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956 and other applicable laws, rules, regulations, by-laws as the case may be or any statutory modifications or re-enactment thereof from time to time.

राजस्थान सेवा

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राजस्थान सेवा आयुक्त, राजस्थान

**PART II**  
**SHARE CAPITAL**



**1.1. Transferor Company No.1 (Banswara Global Ltd.)**

The share capital of the Transferor Company No.1 as on March 31, 2015 is as set out below:

Particulars	Amount (INR)
<b>Authorised share capital</b>	
15,000,000 equity shares of face value INR 10/- each	150,000,000
300,000 3% Redeemable Cumulative Preference shares of face value INR 100/- each	30,000,000
<b>TOTAL</b>	<b>180,000,000</b>
<b>Issued, subscribed and paid-up share capital</b>	
12,400,000 Issued, subscribed and fully-paid up equity shares of face value INR 10/- each.	124,000,000
<b>TOTAL</b>	<b>124,000,000</b>

As on the date of this Scheme, there is no change in the share capital of the Transferor Company No.1 from the share capital as set out above.

As on 27<sup>th</sup> May, 2015, i.e. the date of this scheme the entire paid up share capital of the Transferor Company No.1 is held by the Transferee Company- and its nominees and the Transferor Company No.1 is therefore a wholly owned subsidiary of the Transferee Company.

**1.2. Transferor Company No.2 (Banswara Fabrics Ltd.)**

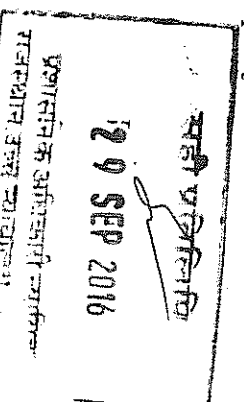
The share capital of the Transferor Company No.2 as on March 31, 2015 is as set out below:

Particulars	Amount (INR)
<b>Authorised share capital</b>	
8,50,000 equity shares of face value INR 10/- each	8,500,000
<b>TOTAL</b>	<b>8,500,000</b>
<b>Issued share capital</b>	
8,00,000 equity shares of face value INR 10/- each	8,000,000
<b>TOTAL</b>	<b>8,000,000</b>
<b>Paid-up share capital</b>	
<b>Subscribed and Fully paid:</b>	
7,64,270 equity shares of face value INR 10/- each	76,42,700
<b>Subscribed but Partly paid:</b>	
35,730 equity shares of face value INR 10/- each (@INR 5/- each)	1,78,650
<b>TOTAL</b>	<b>7,821,350</b>

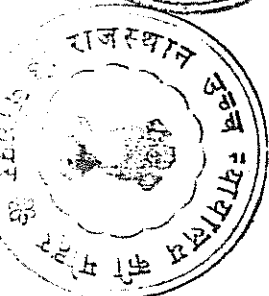
As on the date of this Scheme, there is no change in the share capital of the Transferor Company No.2 from the share capital as set out above.

The Board of Directors of the Transferor Company No.2 in its

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meeting held on 21<sup>st</sup> May, 2015, where-in this Scheme has been approved, have resolved to serve final call notice to all those members who have not paid the (CALL MONEY/ ALLOTMENT) money on their equity shares, calling them to pay such (CALL MONEY/ALLOTMENT) money and that in the event of non-payment, the shares will be liable to forfeiture.

Subsequently on 13.08.2015 the board of directors has forfeited 33303 partly paid up Equity shares on account of non-payment of unpaid call money. Hence as on today, there are no partly paid up shares standing in the Company, and that the fully paid up shares are 766597 Equity shares.

**1.3. Transferee Company (Banswara Syntex Ltd.)**

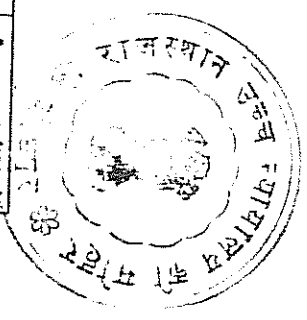
The share capital of the Transferee Company as on March 31, 2015 is as set out below:

Particulars	Amount (INR)
Authorised share capital	
45,000,000 equity share capital of face value INR 10/- each	450,000,000
500,000 3% Redeemable Preference shares of face value INR 100/- each	50,000,000
<b>TOTAL</b>	<b>500,000,000</b>
Issued share capital	
16,446,361 equity share capital of face value INR 10/- each	164,463,610
<b>TOTAL</b>	<b>164,463,610</b>
Paid up share capital	
Fully paid:	
16,416,361 equity share capital of face value INR 10/- each	164,163,610
Partly paid:	
30,000 equity share capital of face value INR 5/- each	150,000
<b>TOTAL</b>	<b>164,313,610</b>

1. The Transferee Company has received due allotment money on 2,985 equity shares @Rs.5/- per shares aggregating to Rs. 14,925/- during the month of April, 2015 from Shareholders whose shares were partly paid up under earlier Rights and Public Issue.
2. On 8<sup>th</sup> May, 2015 committee of the Board of the Transferee Company have converted last trench of 5,10,000 warrants, issued on preferential basis to the promoter and promoters group, into equal number of equity shares.
3. The Transferee Company has forfeited 27,015 partly paid up equity shares on 27<sup>th</sup> May, 2015.

The share capital of the Transferee Company as on 27<sup>th</sup> May, 2015 is as set out below:

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Particulars	Amount (INR)
Authorised share capital	
45,000,000 equity share capital of face value INR 10/- each	450,000,000
500,000 3% Redeemable Preference shares of face value INR 100/- each	50,000,000
<b>TOTAL</b>	<b>500,000,000</b>
Issued share capital	
16,956,361 equity share capital of face value INR 10/- each	169,563,610
<b>TOTAL</b>	<b>169,563,610</b>
Paid up share capital	169,563,610
16,929,346 equity share capital of face value INR 10/- each	
Forfeited Shares:	169,293,460
27015 equity share capital of face value INR 5/- each	135075
<b>TOTAL</b>	<b>169,428,535</b>

14. The authorised share capital of Banswara Fabrics Limited the Transferor Companies will be transferred to the Transferee Company as stated under Section 17 of the Scheme. Further, upon the Scheme of Arrangement becoming finally effective, the Transferee Company will suitably enhance its authorised capital at the appropriate time.

### PART III - TRANSFER AND VESTING

- 2.1 Upon the coming into effect of the Scheme and with effect from the Appointed Date 1<sup>st</sup> April, 2015 and pursuant to the provisions of Section 394 and other applicable provisions of the Act, if any, the Undertakings of the Transferor Companies No.1 and 2 shall, without any further act, instrument or deed, be and stand transferred to and / or vested in or be deemed to have been and stand transferred to or vested in the Transferee Company as a going concern so as to become as and from the Appointed Date 1<sup>st</sup> April, 2015, the Undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme, together with all estate, rights, titles and interests and authorities including accretions and appurtenances therein including dividends, or other benefits receivable.

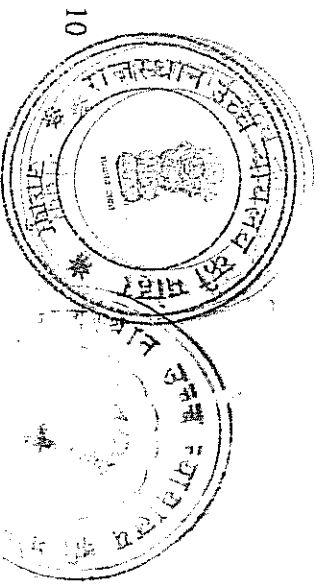
#### *Transfer of Assets*

- 2.2 Without prejudice to the generality of Section 2.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date 1<sup>st</sup> April, 2015:
- (i) All assets and properties of the Transferor Companies No.1 and 2 as on the Appointed Date 1<sup>st</sup> April, 2015, whether or not included in the books of the Transferor Companies No.1 and 2, and all assets and properties which are acquired by the Transferor Companies No.1 and 2 on or after the Appointed Date 1<sup>st</sup> April, 2015 but prior to the Effective Date, shall be deemed to be and shall become the assets and

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पञ्जाब चॅम्बर्स ऑफ कोर्ट्स, पञ्जाब  
पञ्जाब हाईकोर्ट ऑफ जस्टिस, पञ्जाब



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properties of the Transferee Company, and shall under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 391 to 394 of the Act.

(ii) In respect of such assets owned and belonging to the Undertaking of the Transferor Companies No.1 and 2 as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Companies No.1 and 2, and shall become the property of the Transferee Company in pursuance of the provisions of Section 394 and other applicable provisions of the Act.

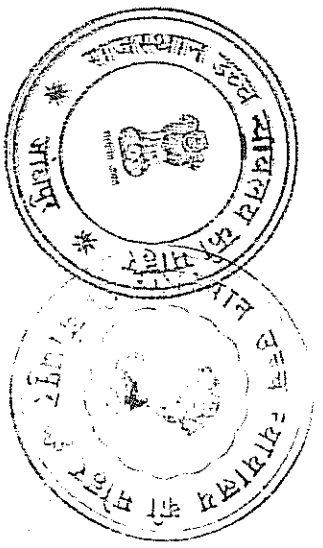
(iii) In respect of movables other than those dealt with in Section 6.2 (ii) above including without any further act, instrument or deed of the Transferee Company the sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Government, quasi government, local or other authority or body or with any Company or other person, the same shall on and from the Appointed Date 1st April, 2015 stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company).

(iv) All consents, permissions, licenses, permits, quotas, approvals, certificates, clearances, authorities, leases, tenancy, assignments, allotments, registrations, incentives, subsidies, concessions, grants, rights, claims, liberties, special status, other benefits or privileges and any powers of attorney given by, issued to or executed in favour of the Transferor Companies No.1 and 2 including in relation to the Undertaking, and all rights and benefits which have accrued to the Transferor Companies No.1 and 2 shall, under the provisions of Section 391 to 394 and other applicable provisions, if any, of the Act, stand transferred to and vested in, or shall be deemed to be transferred to and vested in, the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, so as to become, as and from the Appointed Date 1st April, 2015, consents, permissions, licenses, permits, quotas, approvals, certificates, clearances, authorities, leases, tenancy, assignments, allotments, registrations

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राजधानी क्षेत्र, नया दिल्ली



subsidies, concessions, grants, rights, claims, liberties, special status, other benefits or privileges and any powers of attorney of the Transferee Company which are valid, binding and enforceable on the same terms, and the Transferee Company 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 the Transferee Company.

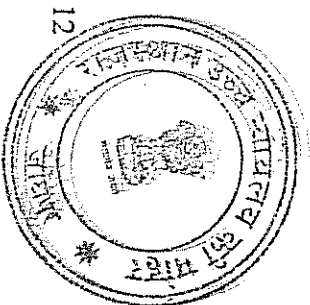
2.3 Without prejudice to the generality of Section 2.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date 1<sup>st</sup> April, 2015:

(i) All the liabilities including all secured and unsecured debts, whether in Indian rupees or foreign currency, sundry creditors, contingent liabilities, duties, obligations and undertakings of the Transferor Companies No.1 and 2 of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (the "Liabilities") shall, without any further act, instrument or deed, be and the same shall stand transferred to and vested in or deemed to have been transferred and vested in the Transferee Company without any further act, instrument or deed, along with any charge, lien, encumbrance or security thereon, and the same shall be assumed to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date 1<sup>st</sup> April, 2015, the debts, liabilities, duties and obligations of the Transferee Company and further that it shall not be necessary to obtain consent of any third party or other person who is a party to the contract or Arrangements by virtue of which such debts, liabilities, duties and obligations have arisen. In order to give effect to the provisions of this Section. Further, all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Companies No.1 and 2 on or after the Appointed Date 1<sup>st</sup> April, 2015 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.

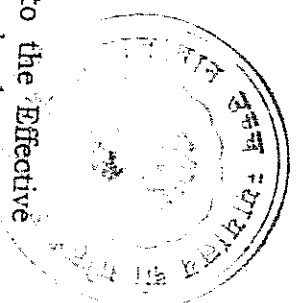
(ii) Where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of the Transferor Companies No.1 and 2 as on the Appointed Date 1<sup>st</sup> April, 2015 deemed to be transferred to the Transferee Company have been discharged by Transferor Companies No.1 and 2 after the Appointed Date 1<sup>st</sup> April, 2015 and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.

(iii) All loans raised or used and all liabilities and obligations incurred by the Transferor Companies No.1 and 2 for the operations of the Transferor Companies No.1 and 2 after the

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Appointed Date 1<sup>st</sup> April, 2015 and prior to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Transferee Company in which the Undertaking shall vest in on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Transferee Company and shall become the debts, liabilities, duties and obligations of the Transferee Company which shall meet discharge and satisfy the same.

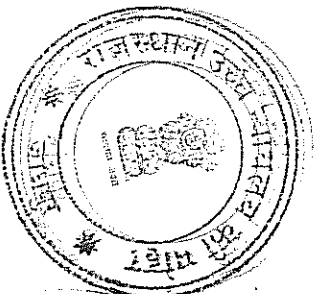
(iv) The Transferor Companies No.1 and 2 may, if required, give notice in such form as it may deem fit and proper to each party, debtor or borrower as the case may be that pursuant to the High Court sanctioning the Scheme, the said debt, loan, advance, etc. be paid or made good or held on account of the Transferee Company as the person entitled thereto.

(v) The Transferee Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor or borrower that pursuant to the High Court having sanctioned the Scheme, the said person, debtor or borrower shall pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realise the same is in substitution of the right of the Transferor Companies No.1 and 2.

The transfer and vesting of the assets comprised in the Undertaking to and in the Transferee Company under this Scheme shall be subject to the mortgages and charges, if any, affecting the same. All encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Companies No.1 and 2 which secures or relate to the Liabilities shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company. Provided that if any of the assets of the Transferor Companies No.1 and 2 have not been encumbered in respect of the Liabilities, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferor Companies No.1 and 2. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.

(vi) Loans and advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or Arrangement which may give rise to a contingent liability in whatever form) if any, due or which may at any time in future becomes due between the Transferor Companies No.1 and 2 and the Transferee Company shall

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ipso facto stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

(vii) Without prejudice to the provisions of the foregoing Sections and upon the effectiveness of this Scheme, the Transferor Companies No.1 and 2 and the Transferee Company shall execute any instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and / or modification(s) of charge, with the Registrar of Companies having jurisdiction to give formal effect to the above provisions, if required.

(viii) It is expressly provided that no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.

2.4 Subject to the necessary consents being obtained in accordance with the terms of this Scheme, the provisions of this Section 6 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.

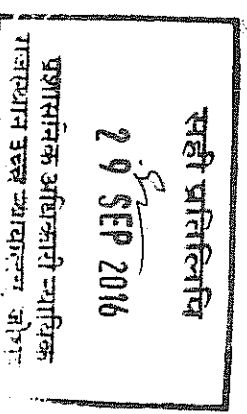
2.5 Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Companies No.1 and 2 under this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies No.1 and 2 on or before the Appointed Date 1<sup>st</sup> April, 2015 or concluded after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies No.1 and 2 as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

Dated this...<sup>23<sup>rd</sup></sup>... day of September, 2016

*Raj*  
**REGISTRAR GENERAL**  
**Rajasthan High Court**  
**JODHPURhpur**

(issued under Rule 84 of the Company (Court) Rules 1959)

*Company*  
*29/9/16*  
*29/9/16*



470	वर्ष - १९९५	1
27/9/16	दिनांक	2
28/9/16	दिनांक	3
	दिनांक	4
	दिनांक	5
25/9/16	दिनांक	6
	दिनांक	7
	दिनांक	8
18/9/16	दिनांक	9
22/9/16	दिनांक	10
	दिनांक	11

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