

**LAXMI ORGANIC INDUSTRIES LTD**

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**March 19, 2025**

**BSE Limited**

Corporate Relationship Department,  
1<sup>st</sup> Floor, New Trading Ring,  
Rotunda Building, P. J. Towers,  
Dalal Street, Fort,  
Mumbai – 400 001  
**Scrip Code: 543277**

**National Stock Exchange of India Limited**

Exchange Plaza, Bandra Kurla Complex,  
Bandra (E),  
Mumbai – 400 051  
**Trading Symbol: LXCHEM**

Dear Sir/Madam,

**Sub: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.**

We refer to the letter dated 21<sup>st</sup> May 2024 intimating about the approval granted by the Board of Directors of the Company vide board resolution dated 21<sup>st</sup> May 2024 for proposed Scheme of Amalgamation under Section 232 read with Section 230 and other applicable provisions of the Companies Act, 2013 and the rules and regulations made thereunder, for amalgamation of Yellowstone Fine Chemicals Private Limited (“Transferor Company”) with and into Laxmi Organic Industries Limited (“Company” or “Transferee Company”) and their respective shareholders (“Scheme”), subject to the approval of National Company Law Tribunal, Mumbai Bench and other statutory and regulatory authorities.

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we inform you that the Hon’ble National Company Law Tribunal (‘NCLT’), Mumbai Bench, *vide* its order dated 27<sup>th</sup> February 2025 (“Order”) has approved the Scheme. The certified true copy of the order was received by the Company on 19<sup>th</sup> March 2025, and the same shall be filed with the Registrar of Companies, Mumbai, by the Company and the Transferor Company, as per the applicable laws. Accordingly, the Scheme shall become effective upon filing of the same with the Registrar of Companies, Mumbai.

Upon the said Scheme becoming effective:

1. Transferor Company shall stand amalgamated with and into the Company
2. No new shares shall be issued by the Company as a consideration, since the Transferor Company is a wholly owned subsidiary of the Company, and accordingly there will be no change in the shareholding pattern of the Company, and
3. The authorized share capital of the Transferor Company will be amalgamated with that of the Company with consequential alteration(s) to the capital clause of the Memorandum of Association of the Company and no separate procedure to be followed or instrument or deed or payment of stamp duty or registration fees shall be required under the Companies Act, 2013 and rules made thereunder by the Hon’ble National Company Law Tribunal, Mumbai Bench.

The certified true copy of the NCLT order along with the Scheme of Amalgamation is attached herewith for your reference.

Kindly take the same on record.

Thanking you,

Yours faithfully,

**For Laxmi Organic Industries Limited**

**Aniket Hirpara**

**Company Secretary & Compliance Officer**



**NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH – V**

**C.P. (CAA) / 213 (MB) / 2024  
IN  
C.A. (CAA) / 140 (MB) / 2024**

*In the matter of*  
the Companies Act, 2013

**AND**

*In the matter of*  
Section 230 to Section 232 of the Companies  
Act, 2013 and other applicable provisions of  
the Companies Act, 2013 read with  
Companies (Compromises, Arrangements and  
Amalgamation) Rules, 2016

**AND**

*In the matter of*  
Scheme of Amalgamation of Yellowstone  
Fine Chemicals Private Limited (“YFCPL” or  
“Transferor Company” or “First Petitioner  
Company”) with and into Laxmi Organic  
Industries Limited (“LOIL” or “Transferee  
Company” or “Second Petitioner Company”)  
and their respective Shareholders (“the  
Scheme” or “this Scheme”)

**Yellowstone Fine Chemicals Private )  
Limited, a company incorporated under )  
the provisions of Companies Act, 2013, )  
having its registered office at 3<sup>rd</sup> Floor, )  
Plot No. 316, Chandramukhi Building, )  
Barrister Rajni Patel Marg, Nariman )  
Point, Mumbai, Maharashtra 400021. ) ..  
[CIN: U24299MH2020PTC338508]**

**FIRST PETITIONER COMPANY/  
TRANSFEROR COMPANY**





C.P. (CAA) / 213 (MB) / 2024  
IN  
C.A. (CAA) / 140 (MB) / 2024

**Laxmi Organic Industries Limited, a )**  
company incorporated under the provi- )  
sions of Companies Act, 1956, having )  
its registered office at A-22/2/3, MIDC, )  
Mahad, Mumbai, Maharashtra 402309. ) **...SECOND PETITIONER COMPANY/**  
**[CIN: L24200MH1989PLC051736] TRANSFEREE COMPANY**

(First Petitioner Company and Second Petitioner Company are hereinafter together referred to as 'Petitioner Companies')

**Order delivered on: 27.02.2025**

**Coram:**

**MS. REETA KOHLI, HON'BLE MEMBER (JUDICIAL)**

**MS. MADHU SINHA, HON'BLE MEMBER (TECHNICAL)**

**Appearances:**

For the Petitioner Companies: CA Harsh Ruparelia i/b A R C H and  
Associates, Chartered Accountants

For the Regional Director: Ms. Rujuta Bankar, Assistant Director on behalf of  
the Regional Director (WR), MCA, Mumbai

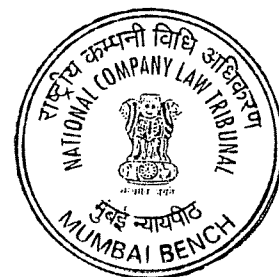
**ORDER**

1. Heard the Professional for the Petitioner Companies and the representative of the Regional Director, Western Region, Ministry of Corporate Affairs, Mumbai. No objector has come before the Tribunal to oppose the Petition and nor any party has controverted any averments made in the Petition.





2. The sanction of this Tribunal is sought under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ('Act') to the Scheme of Amalgamation of Yellowstone Fine Chemicals Private Limited ("YFCPL" or "Transferor Company" or "First Petitioner Company") with and into Laxmi Organic Industries Limited ("LOIL" or "Transferee Company" or "Second Petitioner Company") and their respective Shareholders ("the Scheme" or "this Scheme").
3. The Professional for the Petitioner Companies submits that the Transferor Company is primarily engaged in the manufacturing of fluoro specialty products and other chemical products and is the wholly owned subsidiary of Transferee Company. The entire share capital of the Transferor Company is held by the Transferee Company along with its nominee shareholders.
4. The Professional for the Petitioner Companies submits that the Transferee Company is primarily engaged in manufacturing of essentials and specialty chemicals (such as acetyl, ketene and diketene).
5. The Professional for the Petitioner Companies further submits that the Scheme of Amalgamation is expected to yield the following benefits:  
The Transferor Company is a wholly owned subsidiary of the Transferee Company. The amalgamation of the Transferor Company with and into the Transferee Company is, inter-alia, expected to yield the following benefits:
  - The Transferor Company and the Transferee Company are engaged in the same line of business i.e., manufacturing of chemical products. Proposed consolidation of the business operations of the Transferor Company with the Transferee Company by way of amalgamation will therefore lead to a more efficient utilization of capital assets, supply chain, customer relationships and thereby create stronger base for future growth;



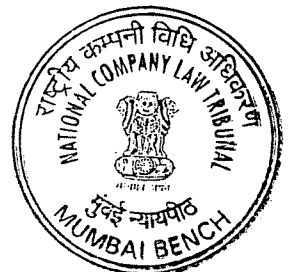


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- Facilitate flexibility in funding the capex of the Transferor Company, eliminate intra-group transactions and consequent cash flow blockages which shall result in efficient utilization of capital at a group level;
- Assist in rationalizing the corporate structure and reduction of shareholding tiers
- Reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by both the Transferor Company and Transferee Company
- Result in savings of administration and other costs associated with managing separate entities

The amalgamation is in the interest of the shareholders, creditors and all other stakeholders of the respective companies and is not prejudicial to the interests of the concerned shareholders, creditors or the public at large. The Scheme does not affect the rights of the creditors of the Transferor Company or the Transferee Company. There will not be any reduction in amounts payable to the creditors of the Transferor Company or the Transferee Company, nor there shall be any change in terms with creditors which are adverse to their interest, pursuant to the sanctioning of this Scheme.

6. The Professional for the Petitioner Companies submits that the Petitioner Companies have approved the Scheme by passing Board Resolutions on 21<sup>st</sup> May 2024 and have approached the Tribunal for sanction of the Scheme. A certified true copy of Board Resolution of respective Petitioner Companies approving the Scheme are to the Company Scheme Petition. The Appointed Date for the Scheme is 1<sup>st</sup> April 2024.





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**IN**  
**C.A. (CAA) / 140 (MB) / 2024**

7. The Professional for the Petitioner Companies submits that the Company Scheme Petition has been filed in consonance with the order dated 25<sup>th</sup> September 2024, passed by this Tribunal in C.A.(CAA) / 140 (MB) / 2024. Further, the meetings of shareholders, Secured Creditors and Unsecured Creditors of the Petitioner Companies were not required to be held by the Tribunal vide order dated 25<sup>th</sup> September 2024 in C.A. (CAA) / 140 (MB) / 2024.
8. The Professional for the Petitioner Companies states that the Petitioner Companies have complied with all the requirements as per directions of the Tribunal. Moreover, the Petitioner Companies undertake to comply with all the statutory requirements, if any, as required under the Companies Act, 2013, and the Rules & Regulations made there under. The said undertaking is accepted.
9. The Regional Director, Western Region on behalf of the Central Government has filed their Report dated 17<sup>th</sup> December 2024 ('Report') praying that this Tribunal may pass such orders as it thinks fit, making certain observations in paragraphs 2 (b) to (k) of the Report. In response to the observations made by the Regional Director, the Petitioner Companies have also given necessary undertakings and clarifications vide their affidavit in reply to observations of the Regional Director dated 18<sup>th</sup> December 2024. The observations made by the Regional Director and the clarifications and undertakings given by the Petitioner Companies are summarized in the table below:

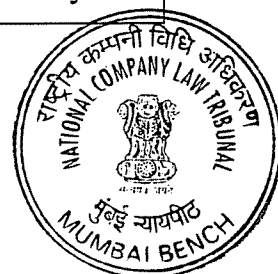
Para No.	Observations as per Report of the Regional Director dated 17 <sup>th</sup> December 2024	Response of the Petitioner Companies
2(b)	<i>In compliance of Accounting Standard-14 or IND-AS 103, as may be applicable, the resultant company shall pass such accounting entries which are necessary in connection with the scheme to comply with</i>	In so far as observations made in paragraph 2(b) of the Report of the Regional Director are concerned, it is submitted it shall give effect to the accounting treatment in its books of accounts in accordance





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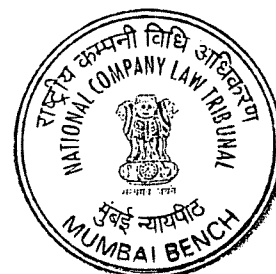
	<i>other applicable Accounting Standards including AS-5 or IND AS-8 etc.</i>	with the method as prescribed under applicable Accounting Standards read with Section 133 of the Companies Act, 2013 read with applicable rules & regulations framed in this regard, as may be applicable to the Second Petitioner Company at the time of making the Scheme effective. Further, the Second Petitioner Company undertakes that in addition to compliance of AS-14 (IND AS-103) and generally accepted accounting principles, the Petitioner Companies undertakes to pass such accounting entries which are necessary in connection with the Scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8), etc., if applicable for accounting of the Scheme.
2(c)	<i>Transferee company should undertake to comply with the provisions of section 232(3)(i) of the Companies Act, 2013 through appropriate affirmation in respect of fees payable by Transferee Company for increase of share capital on account of merger of transfer of companies</i>	In so far as observations made in paragraph c) of the Report of the Regional Director is concerned, the Petitioner Companies hereby undertake to comply with the provisions of section 232(3)(i) of the Companies Act, 2013 regarding set-off of fees paid by the Transferor Company against any fees





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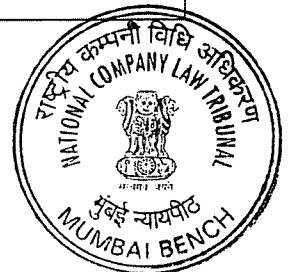
		payable by the Transferee Company on its authorised share capital subsequent to approval of the Scheme, if any. The aggregate authorised share capital of the Transferee Company shall automatically stand increased to that effect by simply filing the requisite e-form INC-28 with the concerned Registrar of Companies without any further act, instrument or deed on the part of the Transferee Company. Further, in the event of any increase in the authorised share capital of Transferor Company before the Effective Date, such increase shall be given effect to while aggregating the authorised share capital of the Transferee Company.
2(d)	<i>The Hon'ble Tribunal may kindly direct the Petitioner Companies to file an affidavit to the extent that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy, or no change is made</i>	In so far as observations made in paragraph (d) of the Report of the Regional Director are concerned, it is affirmed by way of this affidavit that the Scheme enclosed to the Company Scheme Application and the Company Scheme Petition is one and the same and there are no discrepancies or changes made.





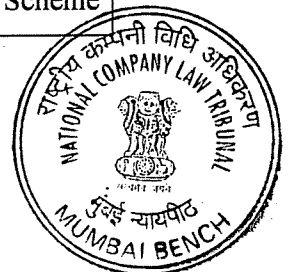


2(e)	<p><i>As per Definition of the Scheme,</i></p> <p><i>"Appointed Date" means 1<sup>st</sup> April 2024 or such other date as may be approved by the Honorable National Company Law Tribunal(s), for the purpose of this Scheme.</i></p> <p><i>"Effective Date" means the date on which last of the conditionalities specified in Clause 22 of the Scheme is fulfilled. Any reference in this scheme to the date of "upon the scheme becoming effective" or "Effectiveness of the Scheme" or "coming into effect of this Scheme" or "upon the Scheme coming into effect" shall mean the Effective Date;</i></p> <p><i>In this regard, it is submitted that Section 232(6) of the Companies Act, 2013 states that the scheme under this section shall clearly indicate an appointed date from which it shall be effective and the scheme shall be deemed to be effective from such date and not at a date subsequent to the appointed date. However, this aspect may be decided by</i></p>	<p>In so far as observations made in paragraph (e) of the Report of Regional Director are concerned, it is submitted that the Appointed Date i.e., 1<sup>st</sup> April 2024, has been indicated in the Scheme in accordance with provisions of section 232(6) of the Companies Act, 2013, and the Scheme shall become effective from the Appointed Date. Further, the Petitioner Companies hereby submit that they are in compliance with the applicable requirements of the General Circular No. 9/2019 dated 21/08/2019 issued vide F. No. 7/12/2019/CL-I by the Ministry of Corporate Affairs by clearly specifying the Appointed Date and Effective Date in the Scheme. Without prejudice to the above, the Petitioner Companies undertake to comply with the requirements clarified vide circular no. F. No. 7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs.</p>
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	<p><i>the Hon'ble Tribunal taking into account its inherent powers.</i></p> <p><i>It is submitted that the Petitioners may be asked to comply with the requirements as clarified vide circular no. F. No. 7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs.</i></p>	
2(f)	<p><i>The Hon'ble Tribunal may kindly seek the undertaking that this Scheme is approved by the requisite majority of members and creditors as per Section 230(6) of the Act in meetings duly held in terms of Section 230(1) read with subsection (3) to (5) of Section 230 of the Act and the Minutes thereof are duly placed before the Tribunal</i></p>	<p>In so far as the observations made in paragraph (f) of the Report of Regional Director are concerned, it is submitted that the Hon'ble Tribunal has dispensed with the requirement of holding meetings of the shareholders and creditors of the Petitioner Companies vide its Order dated 25<sup>th</sup> September 2024. Therefore, the question of holding meeting of shareholders and creditors did not arise.</p>
2 (g)	<p><i>Petitioner Companies may satisfy the Hon'ble NCLT that the interest of creditors shall be protected on implementation of the Scheme</i></p>	<p>In so far as the observations made in paragraph (g) of the Report of Regional Director are concerned, it is submitted that the Petitioner Companies hereby undertake that the interest of the creditors is being duly protected under the scheme. Further, the Petitioner Companies hereby undertake that the Scheme</p>





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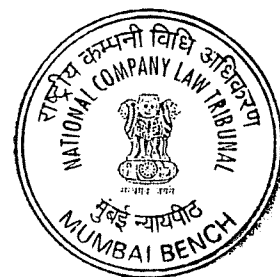
		does not envisage any arrangement with any of the creditors of any of the Petitioner Companies
<b>2(h)</b>	<i>Petitioner Companies shall undertake to comply with the directions of the Income Tax Department &amp; GST Department, if any</i>	In so far as observations made in paragraph (h) of the Report of the Regional Director are concerned, the Petitioner Companies hereby undertake to comply with the directions of the Income Tax Department & GST Department, if any and reply/deal with the same in accordance with provisions of the applicable law, subject to appropriate rights and remedies available to the Petitioner Companies under the applicable law.
<b>2(i)</b>	<i>The Petitioner states that the Transferee Company shall be in compliance with provisions of Section 2(1B) of the Income Tax Act, 1961. In this regard, the petitioner company shall ensure compliance of all the provisions of Income Tax Act and Rules thereunder</i>	In so far as observations made in paragraph (i) of the Report of the Regional Director are concerned, the Petitioner Companies submits that the present Scheme has been drawn up to comply with provisions of Section 2(1B) of the Income-tax Act, 1961 and the Petitioner Companies undertakes to comply with provisions of the Section 2(1B) of the Income-tax Act, 1961.





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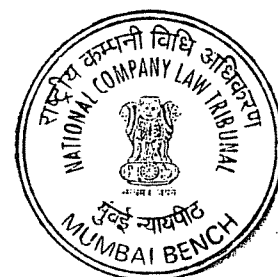
2(j)	<i>It is observed that the Transferee Company is a Listed Company therefore, Petitioner Company shall undertake to comply with rules and regulations of NSE, BSE and SEBI, if any and also comply with SEBI LODR regulations 2015</i>	In so far as observations made in paragraph (j) of the Report of the Regional Director are concerned, the Petitioner Companies have been in compliance with SEBI LODR Regulations, 2015 with respect to the Scheme and hereby undertake to comply with rules and regulations of NSE, BSE and SEBI, if any and also comply with SEBI LODR regulations 2015.
2(k)	<i>As per shareholding pattern as on 31.03.2024 submitted by the Petitioner company, the Transferor Company has body corporate shareholder namely Laxmi Organic Industries Limited having 100% holding, but no Form BEN-2 has been filed by the Petitioner Company as per records available at MCA21 Portal, hence Petitioner Company shall undertake to comply with the provisions of section 90 of Companies Act, 2013 read with Rules 2A to 4 of the Companies (Significant Beneficial Owners)</i>	The Transferor Company has duly filed Form BEN-2 vide SRN No. AB2387392 dt. 9 <sup>th</sup> January 2025. Further, in so far as observations made in paragraph (k) of the Report of Regional Director are concerned, the Petitioner Companies submit that they would comply with the provisions of Section 90 of the Companies Act, 2013 read with the Companies (Significant Beneficial Owners) Rules, 2018 amended from time to time and make necessary filings with the Registrar of Companies, if required and applicable under the provisions of law. Further, the Petitioner Companies





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<p><i>Amendment Rules, 2019, thereunder and to file Form BEN-2 for declaring name of the significant beneficial owner with concerned ROC.</i></p> <p><i>Further even though the shareholder of Petitioner Companies is holding company but as per Rule 8(b) of the Companies (Significant Beneficial Owners) Rules, amendment, 2019, the reporting Petitioner Company shall file form BEN-2 for declaring name of its beneficial shareholder i.e holding company in the Form BEN-2 under the first radio button at serial no. 3 of E-form BEN-2</i></p>	<p>respectfully submit that the proposed Scheme is within the same corporate group, i.e. between the same set of persons who together hold the beneficial interest in each of Transferor Companies and the Transferee Company, and therefore the merger by itself would, as such be inconsequential as regards to the aforementioned observation. Accordingly, in light of the above, the Petitioner Companies pray that, the Regional Director or the Registrar of Companies may be directed to consider the above explanation and decide the issue independently based on the merits of the case, given that the observation is not with respect to any particular provisions of the proposed Scheme or related to the compliance of the procedures undertaken by the Petitioner Companies to give effect to the present Scheme. Further, the Petitioner Companies undertakes to comply with the provisions of Section 90 of the Companies Act, 2013 read with the Companies (Significant Beneficial Owners)</p>
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		Rules, 2018, if and to the extent applicable. All issues arising thereunder shall be decided in accordance with law and approval of the Scheme by this Hon'ble Tribunal shall not deter the appropriate authorities to take necessary remedies in accordance with applicable provisions of the Companies Act, 2013
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The observations made by the Registrar of Companies, Mumbai (ROC) in its dated 12<sup>th</sup> December 2024, as reproduced in paragraph 2(a) of the report of the Regional Director, Western Region and the clarifications and undertakings given by the Petitioner Companies are summarized in the table hereinbelow:

<b>Para No.</b>	<b>Observations made by the ROC</b>	<b>Responses of the Petitioner Companies</b>
<b>2(a)</b>	<i>That on examination of the report of the Registrar of Companies, Mumbai dated 12<sup>th</sup> December 2024 that Petitioner Companies fall within the jurisdiction of ROC, Mumbai. It is submitted that no complaint and / or representation regarding the proposed scheme of amalgamation has been received against the Petitioner Companies. Further, the Petitioner Companies has filed Financial Statements up to 31.03.2023. Further observations in ROC report are as under</i>	It is submitted that the observation given by the RoC in paragraph 2(a) are merely factual in nature and no further response is required





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<b>2(a) (i)</b>	<i>That the ROC Mumbai in his report dated 12.12.24 has also stated that No Inquiry, Inspection, Investigations, Prosecutions, Technical Scrutiny, Complaints under CA, 2013 have been pending against the Petitioner Companies</i>	It is submitted that the observation given by the RoC in paragraph 2(a)(i) are merely factual in nature and no further response is required
<b>2(a) (ii)</b>	<i>As per the provisions of Section 230(3)(i) of the Companies Act, 2013, where the transferor company is dissolved, the fee, if any, paid by the transferor company on its authorized capital shall be set-off against any fees payable by the Transferee company on its authorized capital subsequent to the amalgamation. Therefore, remaining fee, if any after setting-off the fees already paid by the transferor company on its authorized capital, must be paid by the transferee company on the increased authorized capital subsequent to the amalgamation</i>	In so far as observations made in paragraph 2(a)(ii) of the Report of the Regional Director is concerned, the Petitioner Companies hereby undertake to comply with the provisions of section 232(3)(i) of the Companies Act, 2013 regarding set-off of fees and stamp duty paid by the Transferor Company against any fees and stamp duty payable by the Transferee Company on its authorised capital subsequent to approval of the Scheme. The aggregate authorised share capital of the Transferee Company shall automatically stand increased to that effect by simply filing the requisite e-form INC-28 with the concerned Registrar of Companies without any further act, instrument or deed on the part of the Transferee Company.





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		Further, in the event of any increase in the authorised share capital of the Transferor Company before the Effective Date, such increase shall be given effect to while aggregating the authorised share capital of the Transferee Company
<b>2(a) (iii)</b>	<i>Interest of the creditors should be protected</i>	In so far as observations made in paragraph 2(a)(iii) of the Report of the Regional Director are concerned, the Petitioner Companies hereby undertake that the interest of the creditors is being duly protected under the scheme. Further, the Petitioner Companies hereby undertake that the Scheme does not envisage any arrangement with Creditors of any of the Petitioner Companies

10. The observations made by the Regional Director, Western Region on behalf of the Central Government (along with the observations of the Registrar of Companies, Mumbai) are enlisted herein in Paragraph 9 above along with response of the Petitioner Companies on the observations of the Regional Director, Western Region filed vide affidavit of the Petitioner Companies dated 18<sup>th</sup> December 2024. The clarifications and undertakings given by the Petitioner Companies are accepted by this Tribunal.

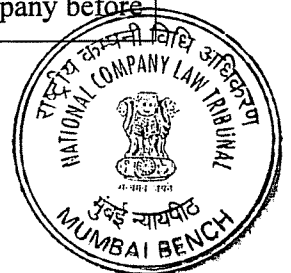






11. The Official Liquidator, High Court, Bombay has filed its report dated 2<sup>nd</sup> December 2024, and has made certain observations in paragraphs 5 and 6 of the Report. In response to the observations made by the Official Liquidator, High Court, Bombay, the Petitioner Companies have also given necessary undertakings and clarifications vide their joint affidavit dated 18<sup>th</sup> December 2024, which are summarized hereinbelow:

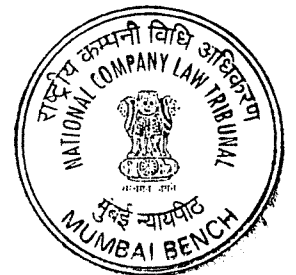
Para No.	Observations made by the Official Liquidator	Responses of the Petitioner Companies
5	<i>With reference to clause No. 12.1 of the scheme it is stated that such clauses overrides the provision of Companies Act, 2013 namely Section 232(3)(i) which inter-alia provides that, if a company is dissolved, the fees paid by such company on its Authorised Capital shall be set off against any fees payable by the transferee company on its Authorised Capital. Hon'ble Tribunal may be pleased to I direct Transferee Company to pay differential amount, if any, after setting off fees already paid by the Transferor Company</i>	Petitioner Companies hereby undertake to comply with the provisions of section 232(3)(i) of the Companies Act, 2013 regarding set-off of fees paid by the Transferor Company against any fees payable by the Transferee Company on its authorised share capital subsequent to approval of the Scheme, if any. The aggregate authorised share capital of the Transferee Company shall automatically stand increased to that effect by simply filing the requisite e-form INC-28 with the concerned Registrar of Companies without any further act, instrument or deed on the part of the Transferee Company. Further, in the event of any increase in the authorised share capital of Transferor Company before





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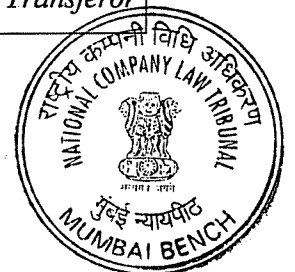
		the Effective Date, such increase shall be given effect to while aggregating the authorised share capital of the Transferee Company
6	<i>It has been noticed from the Financial Statement as at 31.03.2024 &amp; 31.03.2023 of Yellowstone Fine Chemicals Private Limited (Transferor Company) that the company owes Rs.4.47 Lakhs and Rs.0.46 Lakhs respectively to MSME. In this respect it is stated that under MSMED Act, 2006 the buyer is to make payment within 45 days of it becoming due. In case of failure to pay to the MSME supplier, the company is liable to pay compound interest rate</i>	As far as the observations made in paragraph 6 of the Report of the Official Liquidator are concerned, it is hereby clarified that the rights of the creditors (including MSME suppliers) will not be affected as any amounts owed to them by the Transferor Company, as appearing in its financial statements at the Appointed Date shall, on and after the Appointed Date be owed by the Transferee Company to such creditors and post sanctioning of the Scheme, such creditors will be paid off in the ordinary course of business and as per applicable law by the Transferee Company. Further, attached with the Joint Affidavit as Exhibit 1 is the copy of Form MSME-1 filed by the Transferor Company





12. The Assistant Commissioner of Income Tax, Central Circle 3, Thane ("ACIT"), has filed its report, and has made certain observations in paragraphs 5(i) to 5(v) of the Report. In response to the observations made by the ACIT, the Petitioner Companies have also given necessary undertakings and clarifications vide their joint affidavit dated 30<sup>th</sup> January 2025, which are summarized hereinbelow:

Para No.	Observations made by the ACIT	Responses of the Petitioner Companies
5(i)	<i>All pending proceedings against Yellowstone Fine Chemicals Private Limited (Transferor Company), shall be continued against the Transferee Company. Therefore, the Scheme should be without prejudice to the rights of the Income Tax Department and the Income Tax Department is free to proceed against the Resultant Company for all its proceedings.</i>	<p>As far as the observation of the ACIT, as stated in para 5(i) is concerned, the Petitioner Companies submit as follows:</p> <ul style="list-style-type: none"><li>• The Petitioner Companies submit that Para 8.1 of the Scheme provides for treatment of the pending proceedings against Yellowstone Fine Chemicals Private Limited pursuant to amalgamation. Para 8.1 (Legal Proceedings) of the Scheme provides as follows: -</li></ul> <p>8.1 "If any suit, appeal or proceedings of whatsoever nature (hereinafter referred to as "the said proceedings") by or against the Transferor Company be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the transfer of the Transferor</p>





C.P. (CAA) / 213 (MB) / 2024  
IN  
C.A. (CAA) / 140 (MB) / 2024

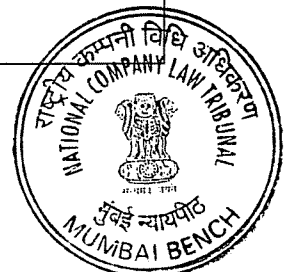
	<p><i>Company or by anything in this Scheme, but the said proceedings may be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued and enforced, as the case may be, by or against the Transferor Company if this Scheme had not been made. On and from the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Transferor Company."</i></p> <p>Therefore, it is submitted that all the pending proceedings under the Income-tax Act, 1961 in respect of the Transferor Company shall automatically be continued against the Transferee Company pursuant to the Scheme. Furthermore, the Income Tax Department shall be free to initiate proceedings, as per the provisions of the Income-tax Act, 1961 against the Transferee Company post coming into effect</p>
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**C.P. (CAA) / 213 (MB) / 2024**  
**IN**  
**C.A. (CAA) / 140 (MB) / 2024**

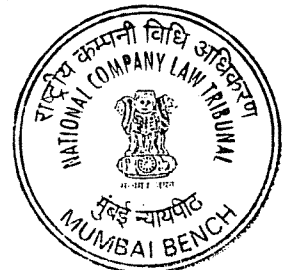
		of the Scheme. Therefore, it is submitted that the Scheme is not prejudicial to the rights of the Income Tax Department. Further, the Transferee Company will continue to remain in existence, as a result of the Scheme and hence, there shall be no impact on any ongoing proceedings, if any, as a result of the present Scheme
<b>5(ii)</b>	<i>If it is discovered that this scheme or similar such scheme is any way acting as a device for tax-avoidance, then the Department will be at liberty to initiate the appropriate course of action as per law.</i>	As far as the observations of the ACIT, as stated in para 5(ii), para 5(iii), and para 5(iv) are concerned, the Petitioner Companies submit as follows: <ul style="list-style-type: none"><li>• The Petitioner Companies submit that Para 4.2 of the Scheme provides that the amalgamation of the Transferor Company with the Transferee Company pursuant to this Scheme shall take place with effect from the Appointed Date and shall be in accordance with the provisions of Section 2(1B) of the Income-tax Act, 1961 ("IT Act"). Para 4.2 (Tax Treatment) of the Scheme provides as follows: -</li></ul>
<b>5(iii)</b>	<i>The Income-tax Department will be free to examine the aspect of any tax payable as a result of the Scheme and in case it is found that the scheme ultimately results in tax avoidance or is not in accordance with the provisions of the Income Tax Act, 1961, then the Department will be at liberty to initiate the appropriate course of action as per law.</i>	
<b>5(iv)</b>	<i>The rights of the Income Tax Department should remain intact to take out appropriate proceedings</i>	





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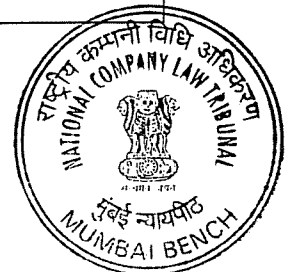
<p><i>regarding raising of any tax demand against the Transferee Company and the Transferor Company at any future date and these rights should not be adversely affected in view of the sanction of the Scheme.</i></p>	<p>4.2 “The merger of the Transferor Company with and into the Transferee Company shall be in accordance with Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with Section 2(1B) of the Income Tax Act, 1961 at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provision of the income Tax Act, 1961 shall prevail. The Scheme shall then stand modified to the extent deemed necessary to comply with the said provisions. Such modification will, however, not affect other parts of the Scheme.”</p> <ul style="list-style-type: none"><li>• The Petitioner Companies submit that the Scheme involves amalgamation of the Transferor Company with the Transferee Company with the intention of</li></ul>
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C.P. (CAA) / 213 (MB) / 2024  
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		<p>achieving the commercial benefits detailed in the Scheme. The Petitioner Companies submit that the Scheme does not involve and shall not result into any tax avoidance or tax evasion, and the amalgamation envisaged in the Scheme is purely a commercial transaction. The Scheme is not violative of any provisions of the Income-tax Act, 1961.</p> <ul style="list-style-type: none"><li>• The Petitioner Companies submit that they have no objection if the Income Tax Department initiates the appropriate course of action as per law in case it is discovered that this Scheme or similar such schemes are in any way acting as a device for tax-avoidance, subject to the rights and remedies available to the Petitioner Companies under the provisions of the Income Tax Act, 1961.</li><li>• The Petitioner Companies submits that there are adequate provisions under the Income-tax Act, 1961, which enable Income</li></ul>
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C.P. (CAA) / 213 (MB) / 2024  
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		<p>Tax Department to independently assess and determine the taxability for the present Company Scheme Petition once it is approved and given effect to, in accordance with the provisions of the Income-tax Act, 1961. The approval of the present Company Scheme Petition does not deter Income Tax Department to scrutinize / assess the tax return filed by the Petitioner Companies or its shareholders after giving effect to the proposed scheme. The above principle has been categorically upheld by Hon'ble Supreme Court in the case of <b>Department of Income Tax v. Vodafone Essar Gujarat Ltd [SLP No. 29819/2012]</b>. Further, the Petitioner Companies undertakes that they shall provide all the relevant co-operation during the proceedings, as may be initiated by the Income Tax Department in this regard.</p> <ul style="list-style-type: none"><li>• The Petitioner Companies also undertake that they shall comply with all the applicable provisions</li></ul>
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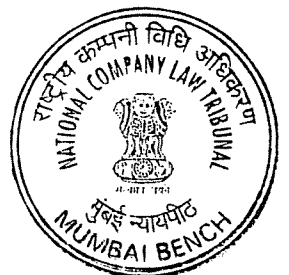






C.P. (CAA) / 213 (MB) / 2024  
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C.A. (CAA) / 140 (MB) / 2024

	<p>of the Income-tax Act, 1961 and requisite tax compliance and discharge all the applicable taxes as is warranted under the present Company Scheme Petition, in accordance with the provisions of the Income-tax Act, 1961.</p> <p>Without prejudice to above, the Second Petitioner Company also submit that post amalgamation under the present Company Scheme Petition, it shall continue to exist as an income generating operating company, and shall have sufficient net-worth and assets available to pay any additional income tax liability that may arise under the Income-tax Act, 1961 pertaining to the proposed Scheme, and if required, shall make appropriate arrangements to discharge the tax liability that may arise (subject to the rights and remedies available to the Second Petitioner Company under the provisions of the Income-tax Act, 1961)</p>
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C.P. (CAA) / 213 (MB) / 2024  
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5(v)	<p><i>Any sanction to the Scheme of Amalgamation under Section 230(5) and Rule 8 of the Companies Act, 2013 should not adversely impact the rights of the Income Tax Department for any present or future proceedings. The Department should be at liberty to take appropriate action as per law in case of an event of any tax-avoidance or violation of Income Tax Law or any other similar issue.</i></p>	<p>As far as the observation of the ACIT, as stated in para 5(v) is concerned, the Petitioner Companies submit as follows:</p> <ul style="list-style-type: none"><li>• As submitted in para 7(b) above, the Petitioner Companies reiterate that approval of the present Company Scheme Petition shall not deter Income Tax Department to independently scrutinize / assess the tax return filed by the Petitioner Companies. Further, the Petitioner Company also reiterates that it shall provide all the relevant co-operation during the appropriate proceedings as may be initiated by the Income Tax Department in this regard. The rights of the Income Tax Department shall not be adversely impacted by the present Company Scheme Petition in respect of any present or future proceedings, and they shall be at a liberty to take appropriate action as per the provisions of the Income-tax Act, 1961. However, the Petitioner Company should be provided with sufficient opportunity</li></ul>
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C.P. (CAA) / 213 (MB) / 2024  
IN  
C.A. (CAA) / 140 (MB) / 2024

		to defend its claim under the Income-tax Act, 1961 and to take measures in accordance with the Income-tax Act, 1961
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13. The Professional for the Petitioner Companies further submits that the Transferor Company is a wholly owned subsidiary of the Transferee Company and therefore there shall be no issue of shares as consideration for the amalgamation of the Transferor Company with the Transferee Company and that upon the Scheme becoming effective, all equity shares as well as preference shares of the Transferor Company held by the Transferee Company shall stand cancelled without any further application, act or deed.
14. The Professional for the Petitioner Companies submits that there are no inquiry, investigation or proceedings instituted or are pending under the Companies Act, 1956 / Companies Act, 2013 against the Petitioner Companies or by any other regulatory authorities. Further, there are no winding-up petitions or petitions under the Insolvency and Bankruptcy Code, 2016 admitted against any of the Petitioner Companies.
15. The Appointed Date proposed under the Scheme is opening business hours of 1<sup>st</sup> April 2024. "Appointed Date" as defined in paragraph 3.3 of the Scheme means the *"means 1<sup>st</sup> April 2024 or such other date as may be approved by the Honorable National Company Law Tribunal(s), for the purpose of this Scheme"*. The Scheme annexed to the Company Scheme Petition is hereby sanctioned. It shall be binding on the Petitioner Companies involved in the Scheme and all concerned including their respective shareholders, secured creditors, unsecured creditors / trade creditors, employees and / or any other stakeholders concerned.





C.P. (CAA) / 213 (MB) / 2024  
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16. The Transferee Company hereby undertakes that all the liabilities and legal proceedings of the Transferor Company shall be transferred to the Transferee Company in accordance with the Scheme. The legal proceedings, whether tax related or civil or criminal, if any of whatsoever nature shall not abate as a result of the present Scheme of Amalgamation and shall be taken over by the Transferee Company.
17. Further, the Transferee Company hereby undertakes that all the duties, direct and indirect taxes (including any advance taxes), GST liabilities, liabilities under the erstwhile provisions of the VAT Act, Sales Tax Act, customs duty, excise duty and any other tax obligations or litigations thereunder for any tax laws for the Transferor Company shall be transferred to the Transferee Company, as a result of the Scheme. Further, upon effectiveness of the Scheme the Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company, transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company.
18. Furthermore, effectiveness of this Scheme shall not deter any regulatory authorities to initiate action, proceedings, prosecution, investigation or any regulatory action against the Transferor Company and the Transferee Company undertakes all such proceedings shall continue in its own name.
19. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy.
20. Since all the requisite statutory compliances have been fulfilled, C.P. (CAA) / 213 (MB) / 2024 connected with C.A. (CAA) / 140 (MB) / 2024 filed by the Petitioner Companies is made absolute in terms of prayer clauses of the said Company Scheme Petition.



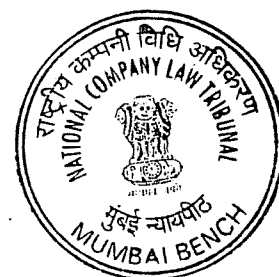


C.P. (CAA) / 213 (MB) / 2024  
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C.A. (CAA) / 140 (MB) / 2024

21. The Petitioner Companies are directed to file a certified copy of this Order along with the copy of Scheme with the concerned Registrar of Companies electronically in e-form INC-28 within 30 days or an extended timeline with payment of additional fees, as may be applicable, from the date of receipt of the Order duly certified by the Designated Registrar of this Tribunal. The Scheme will become effective on filing of the copy of this order with the concerned Registrar of Companies.
22. The Petitioner Companies shall lodge a copy of this Order along with the Scheme duly certified by the Designated Registrar of this Tribunal, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, within a period of 60 working days from the date of the receipt of the certified Order from the Registry of this Tribunal.
23. All concerned regulatory authorities to act on a copy of this Order along with Scheme duly certified by the Designated Registrar, National Company Law Tribunal, Mumbai Bench.
24. Any person interested shall be at liberty to apply to this Tribunal in the above matter for any directions that may be necessary.
25. Any concerned authorities are at liberty to approach this Tribunal for any further clarification as may be necessary.
26. Ordered accordingly. Thus, the Company Scheme Petition with C.P. (CAA) / 213 (MB) / 2024 in C.A.(CAA) / 140 (MB) / 2024 shall stand to be **disposed-off**.

Sd/-  
**Madhu Sinha**  
Member (Technical)  
//Ziyaul//

Sd/-  
**Reeta Kohli**  
Member (Judicial)



Certified True Copy

Date of Application 27/02/2025

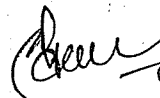
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Fee Paid Rs. 140/-

Applicant called for collection copy on 19/03/2025

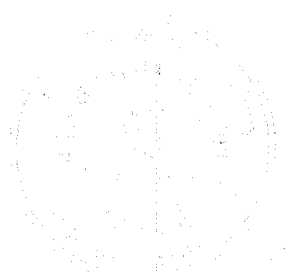
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 12/03/2025

Deputy Registrar

National Company Law Tribunal, Mumbai Bench



## Annexure C

*Certified True Copy*  
FOR LAXMI ORGANIC INDUSTRIES LTD.

*[Signature]*  
AUTHORISED SIGNATORY

## SCHEME OF AMALGAMATION

BETWEEN

YELLOWSTONE FINE CHEMICALS PRIVATE LIMITED

("TRANSFEROR COMPANY")

AND

LAXMI ORGANIC INDUSTRIES LIMITED

("TRANSFeree COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS

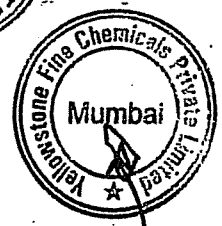
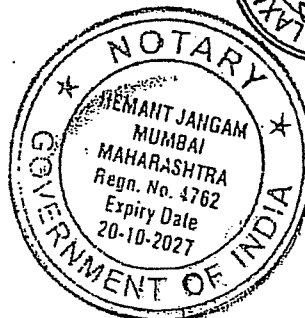
(UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT,  
2013 AND RULES THEREUNDER)

## (A) PREAMBLE

This Scheme of Amalgamation ("Scheme") is presented under Sections 230 to 232 of the Companies Act, 2013 and the rules and regulations made thereunder for the amalgamation of Yellowstone Fine Chemicals Private Limited ("YFCPL" or "Transferor Company") with and into Laxmi Organic Industries Limited ("LOIL" or "Transferee Company")

This Scheme provides for the amalgamation of the Transferor Company with the Transferee Company, pursuant to Section 230 to 232 and other relevant provisions of the Companies Act, 2013, such that:

- a. All the assets of the Transferor Company, shall become the property of the Transferee Company, by virtue of this amalgamation;



- b. All the liabilities of the Transferor Company, shall become the liabilities of the Transferee Company, by virtue of this amalgamation;
- c. Transfer of the authorised share capital of the Transferor Company to the Transferee Company and consequential increase in the authorised share capital of the Transferee Company as provided in this Scheme;
- d. Cancellation of all the issued share capital of the Transferor Company held by the Transferee Company which shall be affected as part of the Scheme and not in accordance with Section 66 of the Companies Act, 2013; and
- e. Dissolution of the Transferor company, without being wound up.

#### (B) Parts of the Scheme

This Scheme is divided into the following parts: -

**Part A** deals with the description of the companies and the rationale for the Scheme;

**Part B** deals with the definitions and the share capital of the Transferor Company and the Transferee Company;

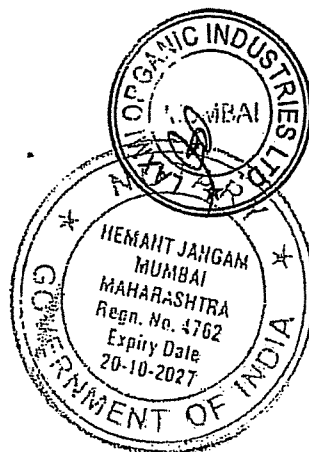
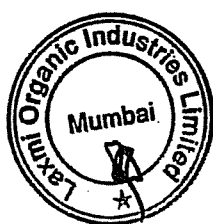
**Part C** deals with the amalgamation by absorption of the Transferor Company with and into the Transferee Company and certain consequential aspects thereto

**Part D** deals with the general terms and conditions applicable to this Scheme.

The Scheme also provides for various other matters consequential, incidental or otherwise integrally connected herewith.

#### PART A – GENERAL

##### 1. DESCRIPTION OF THE COMPANIES

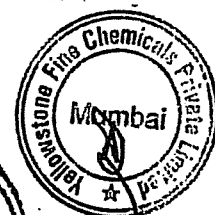
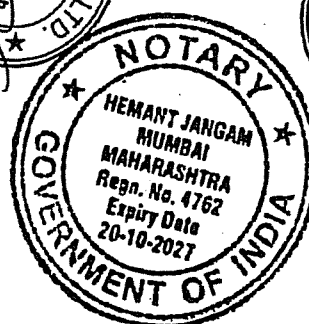
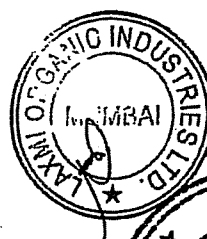




- 1.1. Yellowstone Fine Chemicals Private Limited ("YFCPL" or "Transferor Company") was incorporated as a private limited company in the State of Maharashtra under the provisions of the Companies Act, 2013 on 03<sup>rd</sup> March 2020 vide Corporate Identity Number (CIN) U24299MH2020PTC338508, having registered office at 3rd Floor, Plot No. 316, Chandramukhi, Barrister Rajni Patel Marg, Nariman Point Mumbai, Mumbai Maharashtra 400021 IN. The Transferor Company is engaged in the manufacturing of fluoro specialty products and other chemical products. The Transferor Company is a wholly owned subsidiary of the Transferee Company.
- 1.2. Laxmi Organic Industries Limited ("LOIL" or "Transferee Company") was incorporated as a public limited company in the State of Maharashtra under the provisions of the Companies Act, 1956 on 15<sup>th</sup> May 1989 vide Corporate Identity Number (CIN) L24200MH1989PLC051736, having registered office A-22/2/3, MIDC MAHAD MH 402309 IN. The Transferee Company is engaged in manufacturing of essentials and speciality chemicals (such as acetyl, ketene and diketene). The equity shares of LOIL are listed on Bombay Stock Exchange Limited ("BSE") and National Stock Exchange of India Limited ("NSE").

## 2. OBJECT AND RATIONALE OF THIS SCHEME

- 2.1 The Transferor Company is a wholly owned subsidiary of the Transferee Company. The amalgamation of the Transferor Company with and into the Transferee Company is, inter-alia, expected to yield the following benefits:
- a. The Transferor Company and the Transferee Company are engaged in the same line of business i.e., manufacturing of chemical products. Proposed consolidation of the business operations of the Transferor Company with the Transferee Company by way of amalgamation will therefore lead to a more efficient utilization of capital assets, supply chain, customer relationships and thereby create stronger base for future growth;
  - b. Facilitate flexibility in funding the capex of the Transferor Company, eliminate intra-group transactions and consequent cash flow blockages which shall result in efficient utilization of capital at a group level;
  - c. Assist in rationalizing the corporate structure and reduction of shareholding tiers;



- d. Reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by both the Transferor Company and Transferee Company;
- e. Result in savings of administration and other costs associated with managing separate entities;

The amalgamation is in the interest of the shareholders, creditors and all other stakeholders of the respective companies and is not prejudicial to the interests of the concerned shareholders, creditors or the public at large. The Scheme does not affect the rights of the creditors of the Transferor Company or the Transferee Company. There will not be any reduction in amounts payable to the creditors of the Transferor Company or the Transferee Company, nor there shall be any change in terms with creditors which are adverse to their interest, pursuant to the sanctioning of this Scheme.

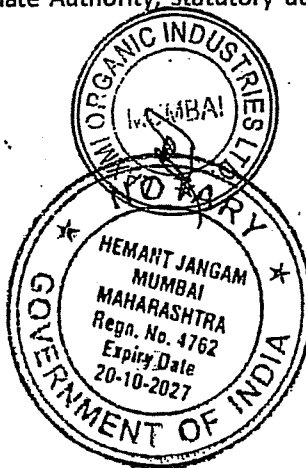
In view of the above, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme to undertake various steps as envisaged in this Scheme pursuant to the provisions of Sections 230-232 the Companies Act, 2013.

#### PART B – DEFINITIONS AND SHARE CAPITAL

### 3. DEFINITIONS

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

- 3.1 “Act” means the Companies Act, 1956 and/or Companies Act, 2013, to the extent its provisions relevant for this Scheme are notified and ordinances, rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereof for the time being in force;
- 3.2 “Applicable Law” or “Law” means any applicable national, foreign, provincial, local or other law including applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal



having jurisdiction over the Parties; (b) approvals; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority (*defined hereinafter*) having jurisdiction over the Parties as may be in force from time to time;

3.3 **"Appointed Date"** means 01<sup>st</sup> April 2024 or such other date as may be approved by the Honorable National Company Law Tribunal(s), for the purposes of this Scheme;

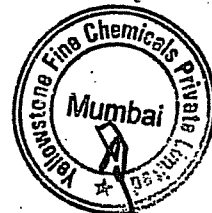
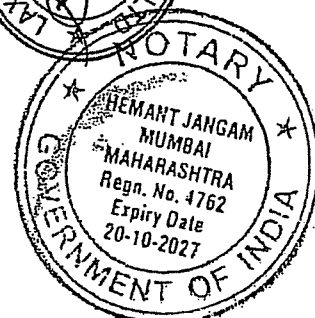
3.4 **"Appropriate Authority"** means:

- a. the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, tribunal, central bank, commission or other authority thereof;
- b. any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities; and
- c. any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing, exporting or other governmental or quasi- governmental authority including (without limitation) SEBI (as defined hereinafter) and the NCLT (as defined hereinafter);

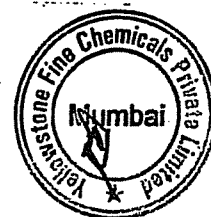
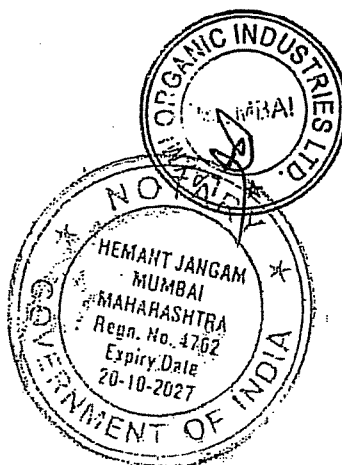
3.5 **"Assets"** means all movable and immovable properties, tangible or intangible, and other properties, real, corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, engagements, customer relationships, contracts, arrangements, commercial and business rights, knowledge, knowhow, intellectual properties and rights of any nature wheresoever situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favor of or enjoyed by the Transferor Company;

3.6 **"Board of Directors" or "Board"** means the Board of Directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee(s) thereof;

3.7 **"Effective Date"** means the date on which last of the conditionalities specified in Clause 22 of the Scheme is fulfilled. Any reference in this Scheme to the date **"upon the Scheme becoming effective"** or **"effectiveness of the Scheme"** or **"upon coming into effect of this Scheme"** or **"upon the Scheme coming into effect"** shall mean the Effective Date, as defined in this Clause;

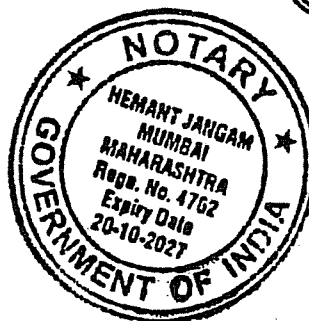
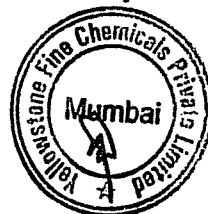
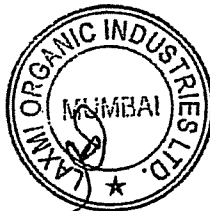


- 3.8 **"Encumbrance"** means (i) any charge, lien (statutory or other), or mortgage, any easement, encroachment, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any Person; (ii) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, selling, assigning, pledging, hypothecating, or creating a security interest in, place in trust (voting or otherwise), receipt of income or exercise; or (iii) any equity, assignments hypothecation, title retention, restriction, power of sale or other type of preferential arrangements; or (iv) any agreement to create any of the above; the term "Encumber" shall be construed accordingly;
- 3.9 **"Governmental Authority"** means any applicable Central, State or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction and shall include any other authority which supersedes the existing authority;
- 3.10 **"Liabilities"** means all the debts, liabilities, duties and obligations including contingent liabilities of the Transferor Company
- 3.11 **"Merger" or "Merger by absorption" or "Amalgamation" or "Amalgamation by Absorption"** means the merger or amalgamation in accordance with the provisions of Section 2(1B) of the Income Tax Act, 1961 of the Transferor Company with and into the Transferee Company;
- 3.12 **"NCLT"** means Honorable National Company Law Tribunal(s), having jurisdiction in relation to the Transferor Company and Transferee Company, being the Mumbai Bench;
- 3.13 **"Scheme" or "the Scheme" or "this Scheme" or "Scheme of Amalgamation"** means this Scheme of Amalgamation in its present form or this Scheme with such modification(s), if any made, as per Clause 19 of the Scheme from time to time, with the appropriate approvals and sanctions of the NCLT and other relevant regulatory/ statutory/ governmental authorities or Appropriate Authority, as may be required under the Act and/or under any other applicable laws;
- 3.14 **"SEBI"** means Securities and Exchange Board of India;
- 3.15 **"Stock Exchanges"** means BSE and NSE;



- 3.16 "Taxation" or "Tax" or "Taxes" means all forms of taxes and statutory, governmental, state, provincial, local government or municipal impositions, duties, contribution and levies and whether levied by reference to income, profit, book profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, advance tax, minimum alternate tax, minimum alternate tax credit or otherwise or attributable directly or primarily to Transferor Company and Transferee Company, as the case may be or any other person and all penalties, charges, costs and interest relating thereto;
- 3.17 "Tax Laws" means all the applicable laws, acts, rules and regulations dealing with Taxes including but not limited to the any tax liability under the Income-tax Act, 1961, Customs Act 1962, Central Excise Act, 1944, Goods and Services Tax Act, 2017, State Value Added Tax laws, Central Sales Tax Act, 1956 or other applicable laws/ regulations dealing with taxes/ duties/ levies of similar nature;
- 3.18 "Transferee Company" or "LOIL" means Laxmi Organic Industries Limited, a listed company incorporated under the Act and having CIN L24200MH1989PLC051736, having registered office at A-22/2/3, MIDC NA MAHAD MH 402309 IN and listed its equity shares / securities on BSE and NSE;
- 3.19 "Transferor Company" or "YFCPL" means Yellowstone Fine Chemicals Private Limited, an unlisted company incorporated under the Act vide CIN U24299MH2020PTC338508 and having registered office at 3<sup>rd</sup> Floor, Plot No. 316, Chandramukhi, Barrister Rajni Patel Marg, Nariman Point Mumbai, Mumbai Maharashtra 400021 IN;
- 3.20 "Transition period" means period starting from the Appointed Date till the Effective Date

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 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.



4. DATE OF TAKING EFFECT AND OPERATIVE DATE

- 4.1 The Scheme shall be effective in its present form or with any modification(s) approved or imposed or directed by the NCLT or any other appropriate authority and shall become effective from the Appointed Date, as defined under this Scheme in accordance with Section 232(6) of the Act.
- 4.2 The merger of the Transferor Company with and into the Transferee Company shall be in accordance with Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with Section 2(1B) of the Income Tax Act, 1961 at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provision of the Income Tax Act, 1961 shall prevail. The Scheme shall then stand modified to the extent deemed necessary to comply with the said provisions. Such modification will, however, not affect other parts of the Scheme.

5. SHARE CAPITAL

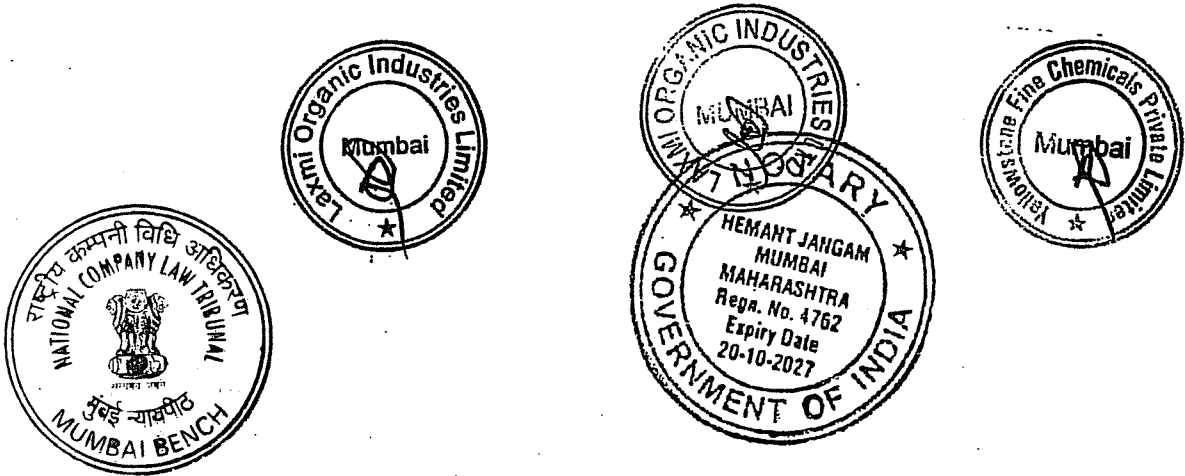
- 5.1 The share capital structure of LOIL or the Transferee Company as on 31<sup>st</sup> March 2024 is as under:

Particulars	Amount (INR)
<b>Authorised share capital</b>	
38,00,00,000 equity shares of INR 2 each	76,00,00,000
<b>Total</b>	<b>76,00,00,000</b>
<b>Issued, subscribed and, paid-up share capital</b>	
27,57,80,785 equity shares of INR 2 each fully paid up	55,15,61,570
<b>Total</b>	<b>55,15,61,570</b>

As on the date of approval of the Scheme by the Board of Directors of the Transferee Company, there is no change in the authorised, issued, subscribed and paid-up share capital of the Transferee Company.

- 5.2 The share capital structure of YFCPL or the Transferor Company as on 31<sup>st</sup> March 2024 is as under:

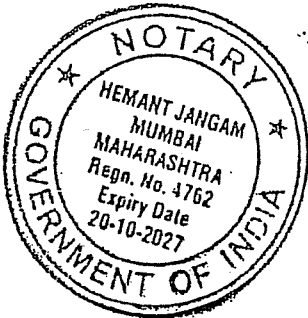
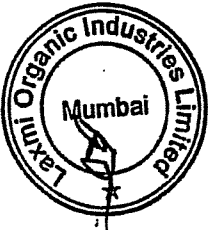
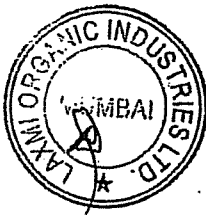
Particulars	Amount (INR)
<b>Authorised share capital</b>	
1,00,00,000 equity shares of INR 10 each	10,00,00,000



4,00,00,000 preference shares of INR 10 each	40,00,00,000
Total	50,00,00,000
Issued, subscribed and, paid-up share capital	
53,84,000 equity shares of INR 10 each fully paid up	5,38,40,000
4,00,00,000 preference shares of INR 10 each	40,00,00,000
Total	45,38,40,000

Post March 31, 2024, has issued additional 3,76,500 equity shares of INR 10 each fully paid up. Consequently, the authorised, issued, subscribed, and paid-up share capital of Transferor Company as on the date of approval of the Scheme by the Board of Directors of the Transferor Company is as under:

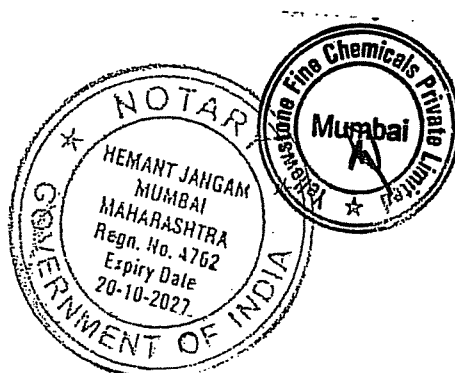
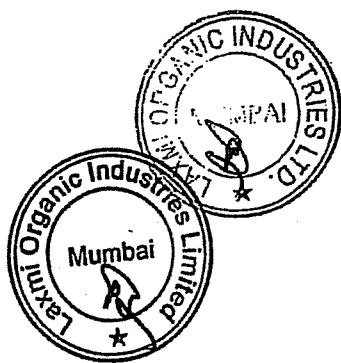
Particulars	Amount (INR)
Authorised share capital	
1,00,00,000 equity shares of INR 10 each	10,00,00,000
4,00,00,000 preference shares of INR 10 each	40,00,00,000
Total	50,00,00,000
Issued, subscribed and, paid-up share capital	
57,60,500 equity shares of INR 10 each fully paid up	5,76,05,000
4,00,00,000 preference shares of INR 10 each	40,00,00,000
Total	45,76,05,000



**PART C – MERGER BY ABSORPTION OF TRANSFEROR COMPANY WITH TRANSFEREE COMPANY**

**6. AMALGAMATION AND VESTING OF ASSETS AND LIABILITIES AND ENTIRE BUSINESS OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY**

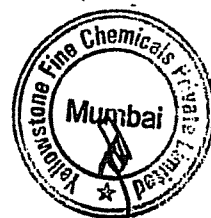
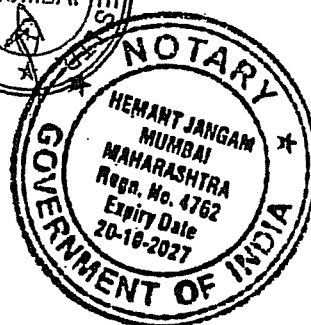
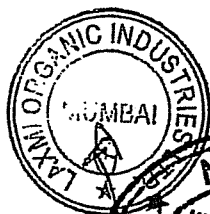
- 6.1. With effect from the Appointed Date and upon the Scheme becoming effective, the Transferor Company, along with all the Assets, Liabilities, contracts, arrangements, employees, permits, licences, records, approvals, etc. being integral part of the Transferor Company shall, without any further act, instrument or deed, stand amalgamated with and be vested in or be deemed to have been vested in the Transferee Company on a going concern basis so as to become as and from the Appointed Date, the Assets, Liabilities, contracts, arrangements, employees, permits, licences, records, approvals, etc. of the Transferee Company by virtue of, and in the manner provided in this Scheme.
- 6.2. Without prejudice to the generality of the above clauses and to the extent applicable, unless otherwise stated herein, upon the coming into effect of this Scheme and with effect from the Appointed Date:
- All the properties and Assets of the Transferor Company, tangible or intangible, balance in bank, cash or investments (including but not limited to investment in subsidiaries, if any) and other Assets of whatsoever nature and tax credits including under GST law, quotas, rights, consents, entitlements, licenses, certificates, permits, MIDC Leasehold land and private land as specified in Schedule 1, tenancy rights, and facilities of every kind and description whatsoever for all intents and purposes, permissions under any Tax Laws, incentives, if any, without any further act or deed so as to become the business, properties and Assets of the Transferee Company.
  - All the movable Assets of the Transferor Company or Assets otherwise capable of transfer by manual delivery or by endorsement and delivery, including cash in hand, shall be physically handed over by manual delivery or by endorsement and delivery, to the Transferee Company to the end and intent that the property therein passes to the Transferee Company on such manual delivery or endorsement and delivery, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company accordingly.
  - All other movable properties of the Transferor Company, including investments in shares of the subsidiaries of the Transferor Company, (including shares in Laxmi Italy S.R.L., subsidiary of the



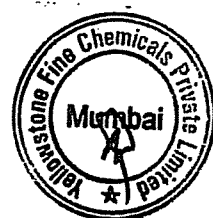
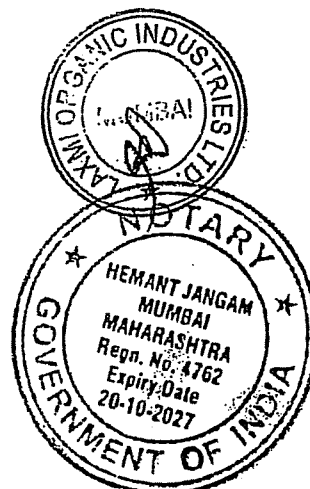


Transferor Company), mutual funds, bonds and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, pursuant to the orders of this Scheme becoming effective and by operation of law become the properties of the Transferee Company, and the title thereof together with all rights, interests or obligations therein shall be deemed to have been mutated and recorded as that of the Transferee company. All investments of the Transferor Company shall be recorded in the name of the Transferee Company by operation of law as transmission in favour of the Transferee Company as a successor in interest and any documents of title in the name of the Transferor Company shall also be deemed to have been mutated and recorded in the name of the Transferee Company to the same extent and manner as originally held by the Transferor Company and enabling the ownership, right, title and interest therein as if the Transferee Company was originally the Transferor Company. The Transferee Company shall subsequent to this Scheme becoming effective be entitled to the delivery and possession of all documents of title of such movable property in this regard;

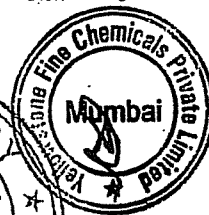
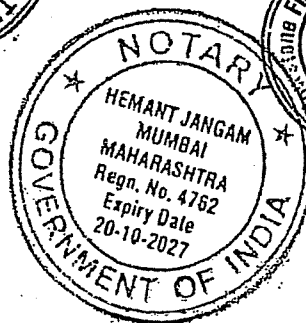
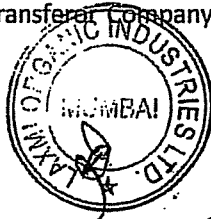
- d. All the consents, permissions, licenses, certificates, insurance covers, clearances, authorities, power of attorneys given by, issued to or executed in favour of the Transferor Company, shall stand vested in or transferred automatically to the Transferee Company without any further act or deed and shall be appropriately mutated by the authorities concerned therewith in favour of the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder and the rights and benefits under the same shall be available to the Transferee Company. The benefit of all statutory and regulatory permissions including the statutory or other licenses, Tax registrations, permits, permissions or approvals or consents required to carry on the operations of the Transferor Company shall automatically and without any other order to this effect, vest into and become available to the Transferee Company pursuant to this Scheme becoming effective in accordance with the terms thereof. Without prejudice to the provisions of the above clauses, in respect of such of the Assets and properties of the Transferor Company, as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company and shall upon such transfer become the Assets and properties of the Transferee Company without requiring any deed or instrument or conveyance for the same.



- e. All debts including term loans, working capital facilities, Liabilities, contingent liabilities, duties, Taxes (including any advance taxes paid, MAT credit, TDS deducted on behalf of the Transferor Company, etc.), GST liabilities, and obligations of the Transferor Company, as on the Appointed Date, whether provided for or not, in the books of accounts of the Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date but which relates to the Transition Period, shall, pursuant to this Scheme becoming effective as per the order of the NCLT or such other competent authority, as may be applicable under Section 232 and other applicable provisions of the Act, and without any further act or deed, be vested or deemed to be vested in and be assumed by the Transferee Company, so as to become as from the Appointed Date the debts, Liabilities, contingent liabilities, Taxes, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company.
- f. All intangible Assets including various business or commercial rights, pre-qualification for past projects / sales, customer-base, etc. belonging to but not recorded in books of the Transferor Company shall be transferred to and vested with the Transferee Company and shall include all letters of intent, request for proposal, prequalification, permits, registrations, bid acceptances, tenders, technical experience (including experience in executing projects), goodwill earned in execution of the projects, technical know-how, contracts, deeds, memorandum of understanding, bonds, agreements, track record and all other rights claims, powers in relation to or enjoyed by or granted in favour of the Transferor Company, and the historical financial strength including turnover, profitability, performance, market share, net-worth, liquid/ current Assets and reserves of the previous years and all empanelment's, accreditations, recognitions as approved vendors for undertaking any jobs;
- g. In so far as the various incentives (including those already applied, grated, availed, utilized for under the Package Scheme of Incentives of the Maharashtra Government, inclusive of all corresponding documentation such as applications, eligibility letters, sanction letters, notably the Mega Project Offer Letter dated March 13, 2019, and subsequent amendment letter dated December 12, 2022), indirect tax benefits, subsidies, grants, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Company are concerned, the same shall, without any further act or deed, vest with and be available to the Transferee Company on the same terms and conditions on and from the Appointed Date.

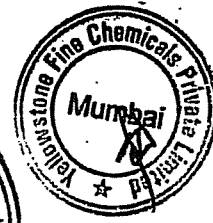
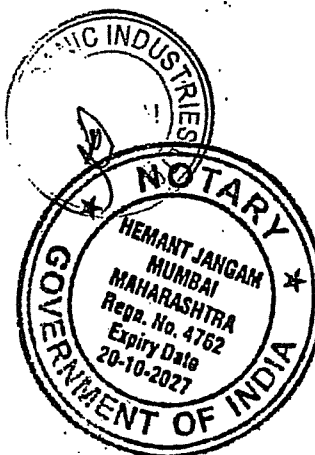


- h. The Transferee Company, may, at any time after this Scheme coming into effect, if required under law or otherwise, execute deeds of confirmation in favour of any other party with which the Transferor Company has a contract or arrangement, or give any such writing or do any such things, as may be necessary, to give effect to the above.
- i. In so far as loans and borrowings of the Transferor Company pertaining to the loans and Liabilities, which are to be vested to the Transferee Company shall, without any further act or deed, become loans and borrowings of the Transferee Company, and all rights, powers, duties and obligations in relation thereto shall be and stand vested in and shall be exercised by or against the Transferee Company as if it had entered into such loans and incurred such borrowings. Thus, the primary obligation to redeem or repay such Liabilities upon the Scheme becoming effective shall be that of the Transferee Company. However, without prejudice to such vesting of liability amount, where considered necessary for the sake of convenience and towards facilitating single point creditor discharge, the Transferee Company may discharge such liability (including accretions thereto) by making payments on the respective due dates to the Transferor Company, which in turn shall make payments to the respective creditors.
- j. The vesting of the Assets comprised in the Transferor Company to the Transferee Company under this Scheme shall be subject to the mortgages and charges, if any, affecting the same as hereinafter provided.
- (i) The existing securities, mortgages, charges, Encumbrances or liens, if any, created by the Transferor Company after the Appointed Date and during the Transition Period, in terms of this Scheme, over the Assets comprised in the Transferor Company, or any part thereof, shall be vested in the Transferee Company by virtue of this Scheme, and the same shall, after the Transition Period, continue to relate and attach to such Assets or any part thereof to which they relate or attached prior to the Transition Period and are vested with the Transferee Company, and such Encumbrances shall not relate or attach to any of the other Assets, of the Transferor Company.
- (ii) In so far as the existing Encumbrances, if any, in respect of the loans, borrowings, debts, Liabilities, is concerned, such encumbrance shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the Assets comprised in the Transferor Company which have been encumbered in respect of the



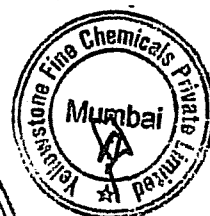
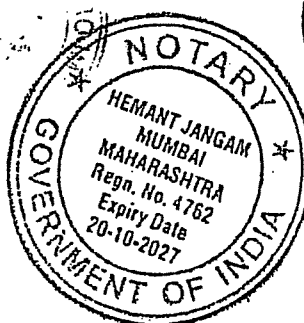
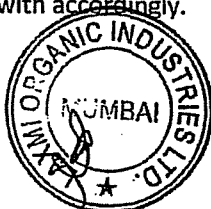
transferred Liabilities as transferred to the Transferee Company pursuant to this Scheme. Provided that if any of the Assets comprised in the Transferor Company which are being transferred to the Transferee Company pursuant to this Scheme have not been encumbered in respect of the transferred Liabilities, such Assets shall remain unencumbered and the existing encumbrance referred to above shall not be extended to and shall not operate over such Assets. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above.

- (iii) In so far as the existing security in respect of the loans or borrowings of the Transferor Company and other Liabilities relating to the Transferor Company are concerned, such security shall, without any further act, instrument or deed be continued with the Transferor Company. The Transferor Company and the Transferee Company shall file necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- (iv) The foregoing provisions insofar as they relate to the vesting of Liabilities with the Transferee Company shall operate, notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security documents, all of which instruments shall stand modified and/or superseded by the foregoing provisions.
- k. With effect from the Appointed Date and during the Transition Period, subject to the other provisions of the Scheme, all approvals, quotas, rights, consents, entitlements, licenses, certificates, permits, and facilities of every kind and description whatsoever, privileges, deeds, bonds, quality certifications and approvals, powers of attorneys, agreements and other instruments of whatsoever nature in relation to the Transferor Company, as the case may be, is a party, or the benefit to which the Transferor Company may be eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company and may be enforced fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto for continuation of operations of the Transferor Company by the Transferee Company without any hindrance or disruption after the Transition Period. The Transferee Company shall enter into and/or issue and/or execute deeds, writings, endorsements or confirmation or enter into any tripartite agreement, confirmations or novation's to which the Transferor Company will, if necessary, also be a party, in order to give formal effect to the provisions of this Scheme, if so required or if it

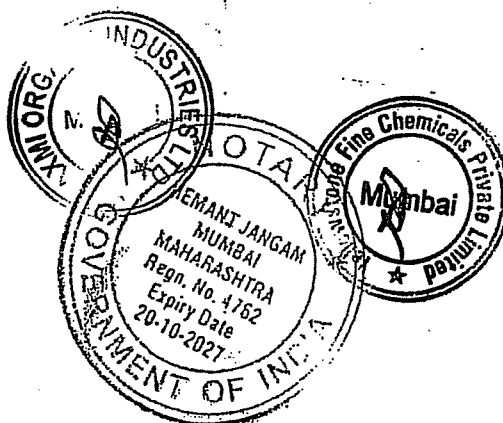


becomes necessary. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings, endorsements or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

- l. With effect from the Appointed Date and upon the Scheme becoming effective, the entitlement to various benefits under incentive schemes and policies ((including those already applied, grated, availed, utilized for under the Package Scheme of Incentives of the Maharashtra Government, inclusive of all corresponding documentation such as applications, eligibility letters, sanction letters, notably the Mega Project Offer Letter dated March 13, 2019, and subsequent amendment letter dated December 12, 2022)), if any, in relation to the Transferor Company shall stand vested in and/or be deemed to have been vested in the Transferee Company together with all benefits and entitlements of any nature whatsoever. Such entitlements shall include Taxes benefits under the Tax Laws in the nature of exemption, deferment, refunds and incentives in relation to the Transferor Company to be claimed by the Transferee Company with effect from the Appointed Date as if the Transferee Company was originally entitled to all such benefits under such scheme and/or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits and entitlements under such incentive schemes were made available to the Transferor Company. The Transferee Company shall be entitled to such benefits in its name, without any additional Liabilities or expenses whatsoever.
- m. Taxes as per the Tax Laws of the Transferor Company to the extent not provided for or covered by the Tax provision in the accounts made as on the date immediately preceding the Appointed Date related to the Transferor Company shall be vested with the Transferee Company.
- n. All Taxes paid or payable by the Transferor Company in respect of the operations and/ or the profits of Transferor Company before the Appointed Date shall be on account of the Transferor Company and in so far as it relates to the Tax payment whether by way of deduction at source, collection at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operations of the Transferor Company after 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.



- o. On and from the Appointed Date, if any certificate for Tax Deducted at Source, Tax collected at source or any other tax credit certificate relating to the Transferor Company is received in the name of the Transferor Company, it shall be deemed to have been received by the Transferee Company, which alone shall be entitled to claim credit for such tax deducted or paid.
- p. Upon the Scheme becoming effective, the Transferor Company shall have right to revise their respective returns filed under Tax Laws, along with prescribed forms, filings and annexures under the Tax Laws and claim refunds and / or credit for Taxes paid and for matters incidental thereto, if required, to give effect to the provisions of the Scheme.
- q. On and from the Appointed Date, the benefit of all balances relating to Taxes under the Tax Laws being balances pertaining to the Transferor Company, if any, shall stand vested in the Transferee Company as if the transaction giving rise to the said balance or credit was a transaction carried out by the Transferee Company. The Liabilities of the Transferor Company as on the Appointed Date shall stand vested in the Transferee Company, save as otherwise in respect of the Liabilities, which were met by the Transferor Company during the Transition Period, which shall be construed to have been met by the Transferee Company as if the transaction giving rise to the said liability was a transaction carried out by the Transferee Company.
- r. Upon the coming into effect of this amalgamation and notwithstanding the other provisions of this Scheme, all contracts, deeds, agreements, licenses, engagements, certificates, permissions, consents, approvals, concessions and incentives, remissions, remedies, subsidies, guarantees, etcetera of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company or any Project owned or promoted by the Transferor Company may be eligible and which have not lapsed and are vested, subsisting or having effect on the Effective Date shall be in full force and effect in favour of the Transferee Company, as the case may be, and may be enforced by the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto or beneficiary thereof. The Transferee Company may enter into and/or issue and/or execute deeds, writings or confirmations, or enter into any bipartite or multipartite arrangements, confirmations or novations, in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the

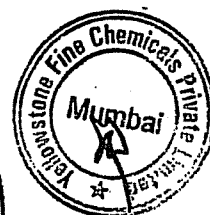
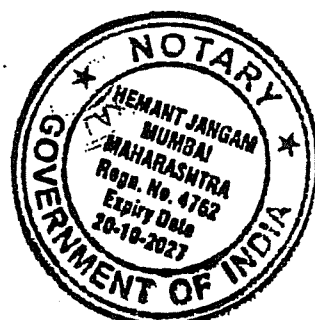


provisions of this clause. The Transferee Company shall perform the Transferor Company's obligations under all existing contracts, deeds, agreements, licenses, and other such instruments, as the new obligor replacing the original obligor, i.e., the Transferor Company.

- s. On and from the Effective Date, and till such time that the name of the bank accounts of the Transferor Company has been replaced with that of the Transferee Company, the Transferee Company shall be entitled to maintain and operate the bank accounts of the Transferor Company in the name of the Transferor Company and for such time as may be determined to be necessary by the Transferee Company. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of Transferee Company, if presented by the Transferee Company.
- t. It is hereby clarified that the vesting of the Transferor Company in the Transferee Company shall be on a going concern basis.

## 7. STAFF & EMPLOYEES

- 7.1. The Transferee Company will take over all the staff in the service of the Transferor Company immediately preceding Effective Date, and that they shall become the staff and employees, of the Transferee Company on the basis that their services shall be deemed to have been continuous and not have been interrupted by reasons of the said transfer. The terms and conditions of service applicable to such staff or employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately preceding the transfer.
- 7.2. The equitable interest in accounts/funds of the employees and staff, if any, whose services are vested with the Transferee Company, relating to superannuation, provident fund and gratuity fund, if any, shall be identified, determined and vested with the respective trusts/funds of the Transferee Company and such employees shall be deemed to have become members of such trusts/funds of Transferee Company. Until such time, the Transferor Company may, subject to necessary approvals and permissions, if any, continue to make contributions pertaining to the employees of the Transferor Company to the relevant funds of the Transferor Company.



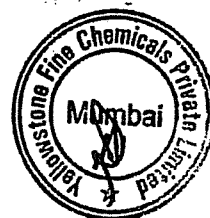
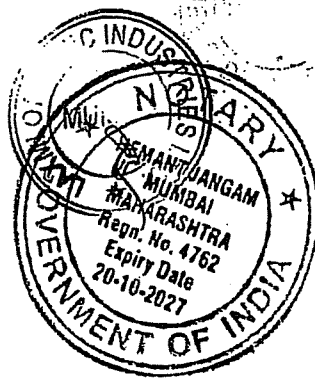
- 7.3. The Transferee Company, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to the Transferor Company to which any of the Transferor Company is a party in order to give formal effect to the provisions of the Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Company.

## 8. LEGAL PROCEEDINGS

- 8.1. If any suit, appeal or proceedings of whatsoever nature (hereinafter referred to as "the said proceedings") by or against the Transferor Company be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the transfer of the Transferor Company or by anything in this Scheme, but the said proceedings may be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued and enforced, as the case may be, by or against the Transferor Company if this Scheme had not been made. On and from the Effective Date, the Transferee Company may initiate any legal proceeding for and on behalf of the Transferor Company.
- 8.2. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of Transferor Company.
- 8.3. After the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in relation to the Transferor Company.

## 9. AMALGAMATION NOT TO AFFECT TRANSACTIONS / CONTRACTS OF TRANSFEROR COMPANY:

- 9.1. The transfer and vesting of the business of the Transferor Company and the continuance of the said proceedings by or against the Transferee Company shall not affect any transaction or proceedings already concluded by or against the Transferor Company after the Appointed Date





to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done or executed by the Transferor Company after the Appointed Date as done and executed on its behalf. The said transfer and vesting pursuant to Sections 230 to 232 of the Act, shall take effect from the Appointed Date unless the NCLT otherwise directs.

#### 10. CONSIDERATION / ISSUE OF SHARES

10.1. The Transferor Company is a wholly owned subsidiary of the Transferee Company and therefore there shall be no issue of shares as consideration for the amalgamation of the Transferor Company with the Transferee Company.

10.2. Upon the Scheme becoming effective, all equity shares as well as preference shares of the Transferor Company held by the Transferee Company shall stand cancelled without any further application, act or deed.

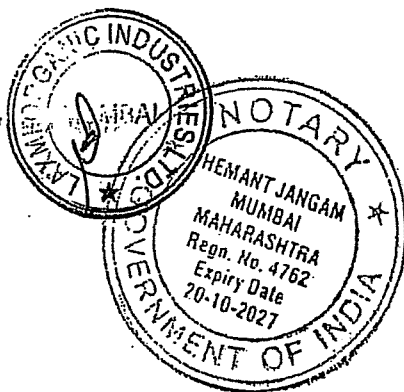
#### 11. ACCOUNTING TREATMENT

Notwithstanding anything to the contrary herein, upon the Scheme becoming effective, the Transferee Company shall account for amalgamation of the Transferor Company as per Ind AS 103, Business Combinations – Appendix C, other applicable Ind AS prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015 (as amended), or any other relevant or related requirement under the Act, as applicable and relevant clarifications issued by the Institute of Chartered Accountants of India.

11.1 All assets and liabilities, including reserves, of the Transferor Company shall be recorded in the books of account of the Transferee Company at their existing carrying amounts and in the same form as appearing in the consolidated financial statements of the Transferee Company;

11.2 The identity of the reserves of the Transferor Company shall be preserved and shall appear in the financial statements of the Transferee Company in the same form as appearing in the consolidated financial statements of the Transferee Company;

11.3 The Transferor Company is a wholly owned subsidiary of the Transferee Company. Accordingly, no new shares shall be issued by the Transferee Company as a consideration. The investments in the



Transferor Company as appearing in the separate financial statements of the Transferee Company shall stand cancelled;

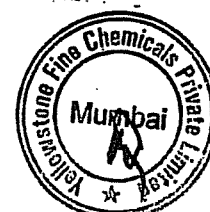
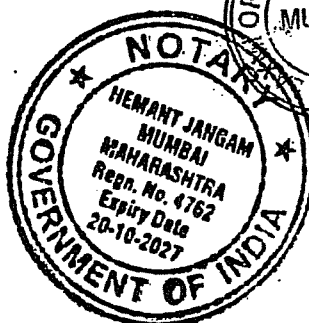
- 11.4 To the extent that there are inter-company loans, deposits, obligations, preference shares balances or other outstanding including any interest thereon, as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the cancellation of such assets or liabilities as the case may be.
- 11.5 The deficit, if any arising after taking the effect of above clause, shall be adjusted to the debit of capital reserve as "Amalgamation Adjustment Deficit Account", whereas surplus if any arising out of amalgamation shall be credited to "Capital Reserve".
- 11.6 As required by Ind AS 103, notwithstanding anything stated in para 11.1 to 11.5 above, the financial information in the standalone financial statements of the Transferee Company in respect of prior periods should be restated as if the business combination had occurred from the beginning of the preceding period in such financial statements, irrespective of the actual date of the combination.

**12. REORGANISATION OF AUTHORISED SHARE CAPITAL OF TRANSFEROR COMPANY AND CONSOLIDATION OF AUTHORISED SHARE CAPITAL OF TRANSFEROR COMPANY WITH THE AUTHORISED SHARE CAPITAL OF TRANSFEE COMPANY**

- 12.1. Upon the Scheme becoming effective, as an integral part of the Scheme, all the outstanding preference shares of the Transferor Company shall be reclassified as equity shares, and following such reclassification, the Transferor Company shall cease to have any preference shares and consequently, the authorised share capital of the Transferor Company shall be reflected as follows:

*"The authorised share capital of the Company is INR 50,00,00,000 (Rupees Fifty Crores only) divided into 5,00,00,000 (Five Crores only) Equity Shares of INR 10 each."*

- 12.2. The members of the Transferor Company, on approval of the Scheme, shall be deemed to have given their approval u/s 61 of the Companies Act, 2013 and all other applicable provisions of the Act for reclassification of the authorised share capital of the Transferor Company and no separate resolutions will be required to be passed for reclassification of the authorised share capital of the Transferor



Company under section 61 of the Companies Act, 2013 and all other applicable provisions of the Act and no separate notice will be required to be given to the Registrar of Companies, for intimation of alteration of the authorised share capital of the Transferor Company under section 64 of the Companies Act, 2013 and all other applicable provisions of the Act.

12.3. Upon the Scheme becoming effective, the authorised share capital of the Transferor Company will get amalgamated with that of the Transferee Company without payment of any additional fees and duties as the said fees have already been paid. The authorised share capital of the Transferee Company will automatically stand increased to that effect by simply filing the requisite forms with the Registrar of Companies and no separate procedure or instrument or deed or payment of any stamp duty and registration fees shall be required to be followed under the Act

12.4. The existing capital clause V contained in the memorandum of association of the Transferee Company shall without any act, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 61 and 64 of the Act and Section 232 and other applicable provisions of the Act, as set out below:

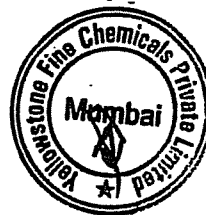
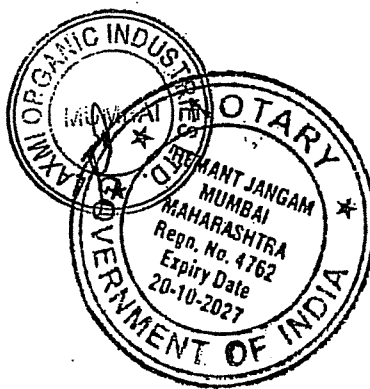
*"The Authorised Share Capital of the Company is INR 126,00,00,000 (Rupees One Hundred and Twenty Six Crores only) comprising of 63,00,00,000 Equity Shares of INR 2 each."*

12.5. It is clarified that approval of this Scheme by the members of the Transferee Company under Sections 230 to 232 of the Act shall be deemed be sufficient for the alternation of the Memorandum and Articles of Association of the Transferee Company under Sections 13, 14, 61 and 64 of the Companies Act, 2013 and other applicable provisions of the Act and any other consents and approvals required in this regard.

### 13. CONDUCT OF BUSINESS

#### 13.1. Transferor Company as Trustees

With effect from the Appointed Date and up to and including Effective Date, the Transferor Company shall carry on and shall be deemed to have carried on all their business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed on account of and for the benefit of and in trust for, the Transferee Company, as the Transferee Company is taking



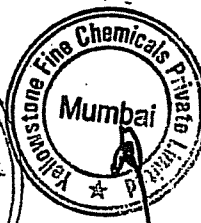
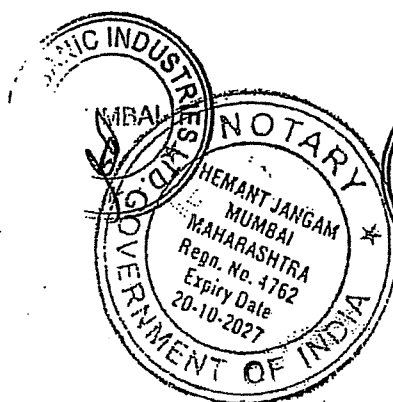
over the business as a going concern. The Transferor Company shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall neither undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for themselves or on behalf of any third parties, sell, transfer, alienate, charge, mortgage or encumber or deal with the Assets of the Transferor Company or any part thereof save and except in the ordinary course of business as carried on by them as on the date of filing of this Scheme with the NCLT or if the written consent of the Transferee Company has been obtained.

### 13.2. Profit or Losses up to Effective Date

With effect from the Appointed Date and up to and including the Effective Date, all profits or incomes accruing or arising to the Transferor Company or all expenditure or losses incurred or arising, as the case may be, by the Transferor Company shall, for all purposes, be treated and deemed to be and accrue as the profits or incomes or expenditures or losses, as the case may be, of the Transferee Company.

### 13.3. Taxes

- a. All taxes paid or payable by the Transferor Company in respect of the operations and / or profits of the business before the Appointed Date and from the Appointed Date till the Effective Date, shall be on account of the Transferor Company and in so far as it relates to the tax payment by the Transferor Company in respect of the profits or activities or operation of the business after 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.
- b. Any refund under Income Tax Act, 1961 or other applicable laws or regulations dealing with taxes allocable or related to the business of the Transferor Company and due to the Transferor Company consequent to the assessment made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- c. All tax benefits of any nature, duties, cesses or any other like payments or deductions available to the Transferor Company under Income Tax, Goods and Services Tax, Service Tax etc. or any Tax

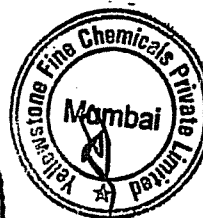
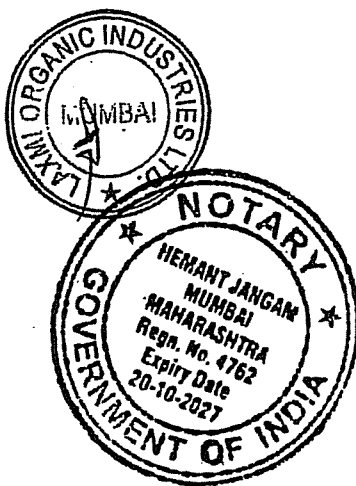
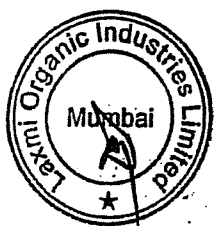
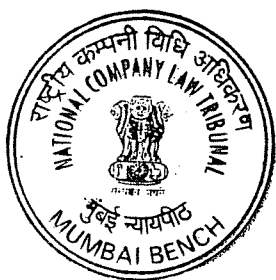


Deduction/Collection at Source, MAT Credit, tax credits, GST input tax credits, benefits of CENVAT credits, benefits of input credits, and in respect of set-off, carry forward of tax losses, and unabsorbed depreciation shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the passing of the order on this Scheme by the NCLT upon relevant proof and documents being provided to the said authorities.

- 13.4. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.
- 13.5. Upon the Scheme becoming effective, the main objects as well as relevant incidental objects of the Memorandum of Association of Transferor Company shall form part of Memorandum of Association of Transferee Company.

**14. ENFORCEMENT OF CONTRACTS, DEEDS, BONDS & OTHER INSTRUMENTS:**

- 14.1. Subject to other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which the Transferor Company are a party, subsisting or having effect immediately before the Amalgamation, shall remain in full force and effect against or, as the case may be, in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Company, the Transferee Company was a party thereto. Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds, confirmations or other writings or arrangements to which the Transferor Company are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.



- 14.2. 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, powers of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company 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. The Transferee Company shall receive relevant approvals from the Government Authorities concerned as may be necessary in this behalf

#### 15. SAVING OF CONCLUDED TRANSACTIONS

Nothing in this Scheme shall affect any transaction or proceedings already concluded or liabilities incurred by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as if done and executed on its behalf.

#### 16. MATTERS RELATING TO SHARE CERTIFICATES:

The Share Certificates held by the shareholders of the Transferor Company shall automatically stand cancelled without any necessity of them being surrendered to the Transferee Company.

#### 17. DISSOLUTION OF THE TRANSFEROR COMPANY:

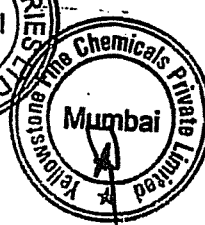
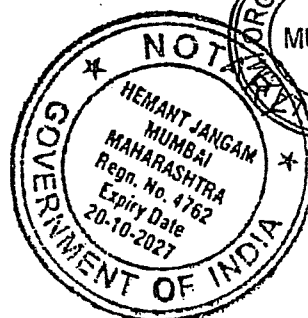
Upon the Scheme being sanctioned by an Order made by the NCLT under Sections 230 to 232 of the Act, the Transferor Company shall stand dissolved without winding up on the Effective Date.

### PART D - GENERAL TERMS AND CONDITIONS

#### 18. APPLICATION TO NCLT

- 18.1. Necessary applications and/ or petitions by the Transferor Company and the Transferee Company shall be made for the sanction of this Scheme to the NCLT, for sanctioning of this Scheme under the provisions of law and obtain all approvals as may be required under the law.

- 18.2. It is prayed to the NCLT to sanction this Scheme, with or without modification.

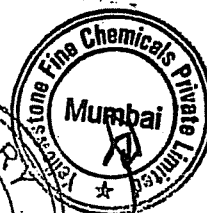
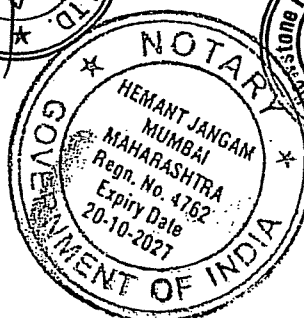
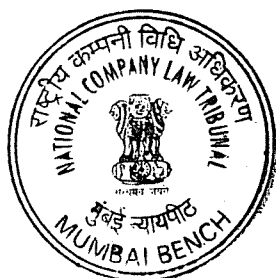


## 19. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 19.1. Subject to approval of NCLT, the respective Boards or the respective authorized representative appointed by the Boards of the Transferor Company and the Transferee Company, may assent to any modifications, alterations or amendments of this Scheme or any conditions which the NCLT and / or any other competent authority may deem fit to direct or impose and the said respective Boards and after dissolution of the Transferor Company (without winding up), the Board of the Transferee Company may do all such acts, things and deeds necessary in connection with or to carry out the Scheme into effect and take such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any order of the NCLT or any directions or order of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and / or matters concerned or connected therewith.
- 19.2. In the event of any of the conditions that may be imposed by the NCLT or other authorities which the Transferor Company and/or the Transferee Company may find unacceptable for any reason, in whole or in part, then Transferor Company and/or the Transferee Company are at liberty to withdraw the Scheme. In such a case, Transferor Company and/or the Transferee Company shall respectively bear their own cost or as may be mutually agreed. It is hereby clarified that notwithstanding anything to the contrary contained in this Scheme, the Transferor Company and/or the Transferee Company shall not be entitled to withdraw the Scheme unilaterally without the prior written consent of the other.

## 20. DECLARATION OF DIVIDEND, BONUS ETC.

- 20.1. The Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date but only in the ordinary course of business. Any declaration or payment of dividend otherwise than as aforesaid, by the Transferor Company and/or by the Transferee Company shall be subject to the prior approval of the Board of Directors of respective companies and in accordance with applicable laws. It is clarified that prior approval of any of the Board of the Directors shall not be required for payment of any dividend already announced or declared but yet to be paid, by either of the Transferor Company and / or the Transferee Company to its shareholders.



- 20.2. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company and / or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Company and / or the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and / or the Transferee Company, respectively.

## 21. INTIMATION TO STOCK EXCHANGES

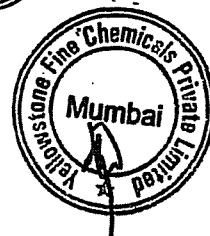
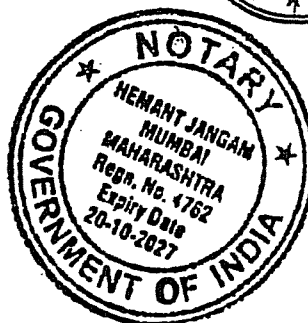
- 21.1. Since the scheme solely provides for amalgamation of a wholly owned subsidiary with its parent company, no formal approval is required from the Stock Exchanges or the SEBI in terms of the SEBI Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated 20 June, 2023
- 21.2. The present scheme of amalgamation is only required to be filed with the Stock Exchanges for the purpose of disclosure and dissemination on its website

## 22. SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

Unless otherwise decided (or waived) by the relevant Parties, the Scheme is conditional upon and subject to the following conditions precedent:

- 22.1. The requisite sanction or approval of the NCLT in terms of Sections 230 to 232 and such other relevant provisions of the Act;
- 22.2. Approval by the requisite majority of shareholders and/or creditors, if required, of the Transferor Company and the Transferee Company, as directed by the NCLT under the Act; and
- 22.3. Certified/ authenticated copies of the orders of the NCLT, sanctioning the Scheme, being filed with the Registrar of Companies.

## 23. OPERATIVE DATE OF THE SCHEME





The Scheme, set out herein in its present form or with any modifications approved or imposed or directed by the NCLT shall be effective from the Appointed Date but shall be operative from the Effective Date.

#### 24. BINDING EFFECT

Upon the Scheme becoming effective, the same shall be binding on the Transferor Company and/or the Transferee Company and all concerned parties without any further act, deed, matter or thing.

#### 25. EFFECT OF NON-RECEIPT OF APPROVALS

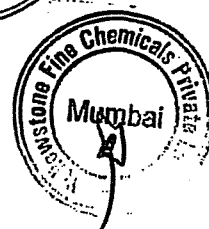
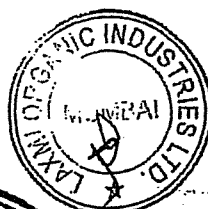
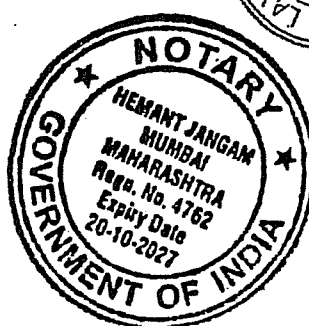
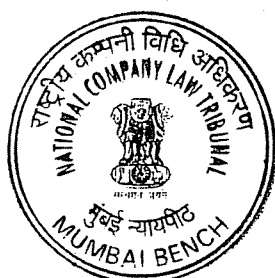
25.1. In the event any of the said approvals or sanctions referred to in Clause 22 above not being obtained or conditions enumerated in the Scheme not being complied with, or for any other reason, the Scheme cannot be implemented, the Boards of Directors or committee empowered thereof of the Transferor Company and/or the Transferee Company shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, the Scheme shall become null and void and shall stand revoked, cancelled and be of no effect and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

25.2. Further, in case of non-receipt of approvals to the Scheme, no rights and liabilities whatsoever shall accrue or to be incurred inter-se by the Transferor Company or the Transferee Company or their respective shareholders or creditors or employees or any other person.

#### 26. GIVING EFFECT TO THE SCHEME

26.1. For the purpose of giving effect to the Scheme, the Board of Directors of the Transferor Company and/or the Transferee Company or any Committee thereof, is authorized to give such directions as may be necessary or desirable and to settle as they may deem fit, any question, doubt or difficulty that may arise in connection with or in the working of the Scheme and to do all such acts, deeds and things necessary for carrying into effect the Scheme.

#### 27. EFFECT OF SCHEME NOT GOING THROUGH

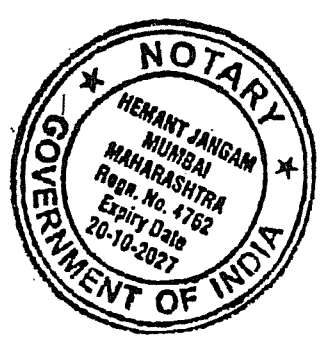
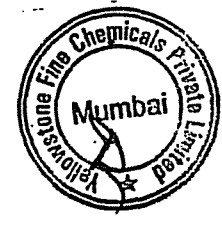


In the event of this Scheme failing to take finally effect for whatsoever reasons, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter se between the parties or their respective Shareholders or Creditors or employees or any other person.

28. COSTS

All costs, charges, taxes including duties, levies, stamp duty, transfer premium for lease from MIDC, and all other expenses, if any (save as expressly otherwise agreed) in relation to the Scheme shall be borne by the Transferee Company.

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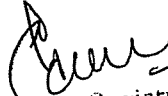


Schedule 1 – Description of the MIDC Leasehold Land and Private Land

<u>Sr. No.</u>	<u>Property Description</u>	<u>Land/plot Type</u>	<u>Ownership</u>	<u>Area in (M<sup>2</sup>)</u>
<u>1</u>	Plot No. G-60, Lote Parshuram Industrial Area, Village Dhamandevi, Taluka Khed, District Ratnagiri, Maharashtra	<u>Industrial Plot</u>	<u>Leasehold Rights of 95 years from Maharashtra Industrial Development Corporation</u>	<u>80,000</u>
<u>2</u>	Plot No. G-60/1, Lote Parshuram Industrial Area, Village Dhamandevi, Taluka Khed, District Ratnagiri, Maharashtra	<u>Industrial Plot</u>	<u>Leasehold Rights of 95 years from Maharashtra Industrial Development Corporation</u>	<u>24,377</u>
<u>3</u>	<u>Survey No. 149, Hissa No.7, Ghagwadi, Village &amp; Gaonpanchayat Songaon, Taluka Khed, District Ratnagiri, Maharashtra</u>	<u>Agriculture Land acquired for bonafide industrial use</u>	NA	17,700



Certified True Copy  
Date of Application 27/02/2025  
Number of Pages 29  
Fee Paid Rs. 145/-  
Applicant called for collection copy on 19/03/2025  
Copy prepared on 12/03/2025  
Copy Issued on 19/03/2025

  
Deputy Registrar  
National Company Law Tribunal, Mumbai Bench

