

**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**AHMEDABAD**  
**COURT - 2**

ITEM No.302

CP(CAA)/55(AHM)2021 in CA(CAA) 32 & 33 of 2021

**Order under Sections 230-232 of Co. Act, 2013**

**IN THE MATTER OF:**

Keenara Industries Pvt Ltd  
Keenara Filaments Pvt Ltd

.....Applicants

**Order delivered on: 06/06/2024**

**Coram:**

Mrs. Chitra Hankare, Hon'ble Member(J)  
Dr. Velamur G Venkata Chalapathy, Hon'ble Member(T)

**ORDER**

The case is fixed for pronouncement of order.

The order is pronounced in open Court vide separate sheet.

Sd/-

**DR. V. G. VENKATA CHALAPATHY**  
**MEMBER (TECHNICAL)**

Sd/-

**CHITRA HANKARE**  
**MEMBER (JUDICIAL)**

**NATIONAL COMPANY LAW TRIBUNAL  
AHMEDABAD  
DIVISION BENCH  
COURT-2**

CP(CAA)/55(AHM)2024  
in  
CA(CAA)/32 & 33(AHM)2021

[Application under Sections 230-232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, and Amalgamations) Rules, 2016]

Memo of Parties

In the matter of:

Keenara Industries Private Limited

[CIN: U17120GJ2009PTC058613]

A company incorporated under the provisions of the Companies Act, 1956, having its registered office situated at 316, Super Diamond Market, Opp. Tapi Baug, Varachha Road, Surat-395 006, Gujarat.

.....Petitioner Company No.1/  
Transferor Company

with

Keenara Filaments Private Limited

[CIN: U17119GJ1997PTC031976]

A company incorporated under the provisions of the Companies Act, 1956, having its registered office situated at 316, Super Diamond Market, Opp. Mohan Ni Chawl, Varachha Road, Surat-395 006, Gujarat.

.... Petitioner Company No.2/  
Transferee Company

Order pronounced on: 06.06.2024

**Coram:**

**Mrs.Chitra Hankare, Member (Judicial)**

**Dr. Velamur G Venkata Chalapathy, Member (Technical)**

**Appearance:**

- For the Petitioner Companies : Ms. Natasha D. Shah,  
Advocate
- For the Regional Director : Mr. Shiv Pal Singh
- For the Income Tax Department : Ms. Kinjal Vyas, Advocate for  
Ms. Maithili D. Mehta,  
Advocate
- For the Registrar of Companies : Ms. Rupal Suthar, Dy. RoC

**JUDGMENT**

1. The present Petition has been filed by the petitioner companies under Sections 230-232 of the Companies Act, 2013 read with companies (Compromises, Arrangements and Amalgamations) Rules, 2016 seeking approval of the Scheme of Amalgamation with effect from the Appointed Date i.e., 01.04.2021.
2. Affidavits in support of the above joint petition have been sworn by Mr.Bipin Mansukhlal Savalia on behalf of Petitioner Companies, who is the Authorized Signatory, appointed vide Board Resolution dated 05.03.2021 of the Petitioner Companies.
3. The Petitioner Companies had filed separate Company Applications before this Tribunal being CA (CAA) No. 32 of 2021

and CA (CAA) No. 33 of 2021, *inter alia*, sought dispensation of meetings of Equity Shareholders, Secured and Unsecured Creditors of both the Petitioner Companies. Said applications were allowed vide order dated 29.06.2021 and directed for issuance of notice to statutory / regulatory authorities.

4. In response to the notice served upon the Regional Director (RD), a Representation dated 31.08.2021 was filed by the RD, North-Western Region on 28.09.2021, along with the report from the Registrar of Companies (RoC) dated 25.08.2021. The RD as well as RoC, in their reports/representation, observed that the order of this Tribunal dated 29.06.2021, it is mentioned that the Transferor Company has one secured creditor and the Transferee Company has also one secured creditor. However, as per the Charge Index available on MCA-21, the Transferor Company has two secured creditors with charge IDs amounting to Rs.12.75 crores dated 26.11.2013 and Rs.9.5 crores dated 05.04.2021 in favour of Kotak Mahindra Bank Limited and State Bank of India respectively as well as as per the Charge Index available on MCA-21, the Transferee Company has two secured creditors with Charge IDs amounting to Rs.8,64,91,000/- dated 29.03.2013 and Rs.5,00,00,000/- dated 31.05.2013 in favour of ING Vysya Bank Limited and amounting to Rs.9,50,00,000/- dated 05.04.2021 in favour of State Bank of India. It is stated that as per the report of RoC, vide Letter No.ROC/GJ/27/Sec.230-232/Keenara Filaments/2021-22/2442 dated 25.08.2021, there are no complaint/ representation against the scheme of amalgamation of the applicant companies. The RoC in its report stated that no show cause notice has been issued to both the

companies, no violation of provisions of the Companies Act have been noticed in both the Companies, no court case is pending in the court against both the Companies, no technical scrutiny / inquiry is done in both the Companies, no complaint has been received against both the companies in recent past and both the Companies have not been inspected under Section 209A/205(6) of the Companies Act, 1956/2013 against the petitioner companies.

5. The petitioner companies have filed affidavit dated 01.11.2021 on 10.11.2021 in response to the observations of RD and RoC. It is submitted that the Transferor Company has submitted the list of creditors outstanding, duly verified by the Chartered Accountants, as on 26.03.2021. It is further submitted that as on 26.03.2021 the Transferor Company has secured debt towards only to ING Vysya Bank Ltd. (now known as Kotak Mahindra Bank Ltd.). It is further submitted that on 05.04.2021 the Transferor Company executed security documents for availing financial facility of Rs.9.50 crore from State Bank of India and the details thereof filed and registered with the office of the Registrar of Companies / MCA Portal on 05.05.2021.

It is further submitted that the Transferee Company has submitted the list of creditors outstanding, duly verified by the Chartered Accountant, as on 26.03.2021. It is further submitted that as on 26.03.2021 the Transferee Company has secured indebt towards only to ING Vysya Bank Ltd. (now known as Kotak Mahindra Bank Ltd.). It is further submitted by an affidavit dated 1 Nov 2021 that the Transferee Company has not availed any financial facility from State Bank of India but

Transferee Company has provided its property / assets executing the security documents on 05.04.2021 to secure the financial facility availed by the Transferor Company. Further it is stated that State Bank of India has given its unconditional consent in form of affidavit dated 16 October 2021 to the scheme of amalgamation (including any modification thereto as may be suggested/directed by the Hon'ble NCLT, Ahmedabad). Petitioner companies undertake to comply with the observations / statutory compliance of the RD as well as the RoC.

6. In response to the notice served upon the office of Official Liquidator (OL), OL has filed its report dated 27.08.2021 on 16.11.2021. The OL has also observed that the Transferor Company has two secured creditors i.e. Kotak Mahindra Bank Limited and State Bank of India as per the MCA records. There is no other observation by the OL in respect of the Transferor Company.

The Transferor Company filed its affidavit in reply dated 01.11.2021 on 10.11.2021 to the report of OL. It has given para-wise reply to the report of OL. It undertakes to comply with the observation/statutory compliance.

7. In response to the notice served upon Income Tax Department, it has filed reports dated 02.02.2021 and 04.05.2023. The report dated 04.05.2023, it is mentioned that as per the data available on ITBA, the outstanding demand of Keenara Industries Pvt. Ltd. (Transferor Company) for the Assessment Year 2017-18 is Rs.9,33,630/-, hence, re-opening of assessment for the A.Y. 2014-15 was issued on 26.07.2022.

However, the assessee has filed writ petition vide SCA No.17321 of 2022 and the Hon'ble Gujarat High Court has quashed notice u/s. 148 of the Act vide its order dated 07.02.2023. The revenue department has filed SLP before the Hon'ble Supreme Court on 17.04.2023 vide Dairy No.15914 against the order of Hon'ble Gujarat High Court. The matter is pending with Hon'ble Supreme Court. It is further stated that as per the data available on ITBA, Keenara Filament Pvt. Ltd. (Transferee Company) has outstanding demand for the A.Y. 2009-2010 for Rs.11,400/-, A.Y. 2006-2007 Rs.36/- and A.Y. 2008-2009 Rs.83,514/-.

8. The petitioner companies have filed affidavit dated 11.01.2022 in response to the report of the Income Tax Department in respect of the Transferee Company-Keenara Filaments Private Limited. It is submitted that the demand outstanding, for A.Y. 2006-2007 amounting to Rs.36/- and for A.Y. 2009-10 amounting to Rs.8880/- have already been paid vide Challan Serial No.06629 and 06702 both dated 02.12.2021 respectively. It is further submitted that the demand outstanding in A.Y. 2008-2009 amounting to Rs.83,514/-, the Income Tax Department has incorrectly created the demand, hence, it has filed application u/s. 154 of the Income Tax Act, 1961 for rectification of errors. It is further submitted that after final determination of the application filed u/s.154 of the Income Tax Act, 1961, if any liability is crystallized against the Transferee Company, it undertakes to discharge the liability towards the Income Tax Department.

9. The Petitioner Companies filed second motion joint petition being CP (CAA) 55/(AHM)2021 before this Tribunal seeking sanction of the Scheme. This Tribunal by order dated 28.09.2021 admitted the petition and directed for publication of hearing in “Business Standard” and in “Gujarat Guardian” not less than ten days before the next date of hearing, calling upon objections, if any. This Tribunal also directed to issue notice informing the date of hearing of this petition to the Regional Director, the Registrar of Companies, the Official Liquidator and the Income Tax Department. In compliance of order dated 28.09.2021, petitioner companies published notice of hearing of the petition and served notices to the aforesaid authorities and filed affidavit of service along with proof.
10. It is submitted that there are no proceedings/investigation pending against the petitioner companies under Sections 210-217, 219, 220, 223, 224, 225, 226 and 227 of the Companies Act, 213 or other provisions. There is no winding up petition pending against the petitioner companies.
11. We have heard Ld. Counsel for the petitioner companies and representative of the Office of the Regional Director, counsel for Income Tax also gone through the material available on record.
12. It becomes relevant to discuss that in Company Petition CAA-284/ND/2018 vide Order dated 12.11.2018, the NCLT New Delhi has made the following observations with regard to the right of the IT Department in the Scheme of Amalgamation:-



*“taking into consideration the clauses contained in the Scheme in relation to liability to tax and also as insisted upon by the Income Tax and in terms of the decision in RE: Vodafone Essar Gujarat Limited v. Department of Income Tax (2013)353 ITR 222 (Guj) and the same being also affirmed by the Hon'ble Supreme Court and as reported in (2016) 66 taxmann.com.374(SC) from which it is seen that at the time of declining the SLPs filed by the revenue, however stating to the following effect vide its order dated April 15,2015 that the Department is entitled to take out appropriate proceedings for recovery of any statutory dues from the transferor or transferee or any other person who is liable for payment of such tax dues, the said protection be afforded is granted. With the above observations, the petition stands allowed and the scheme of amalgamation is sanctioned”.*

13. On the basis of above facts and submissions made by the Learned Counsel for the petitioner companies, their compliance affidavits to the response of the representation/report of the Regional Director/RoC, Official Liquidator and Income Tax Department and by considering the entire facts and circumstances of the aforesaid company petition and on perusal of the Scheme and the proceedings, it appears that the requirements of the provisions of Sections 230 and 232 are satisfied by the petitioner companies. We are of the considered view that the proposed Scheme of Arrangement in the nature of Amalgamation is bona fide and in the interest of the shareholders and creditors of the petitioner companies. In the result, Company Petition i.e CP (CAA)/55(AHM) 2021 in CA (CAA)/32 and 33 (AHM)2021 can be allowed. The Scheme envisages Amalgamation of Keenara Industries Pvt. Ltd. with Keenara Filament Pvt. Ltd. and their respective shareholders and creditors.

14. Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal to the scheme will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners.
15. While approving the Scheme as above, we further clarify that this order should not be construed as an order in granting any exemption from payment of stamp duty, taxes including income tax, GST, etc. or any other charges, if any, and payment in accordance with law or in respect of any permission/compliance with any other requirement which may be specifically required under any law.
16. This Tribunal orders as under:-

**ORDER**

- (i) Company Petition i.e. CP (CAA) 55 of 2021 in CA(CAA) 32 and 33(AHM) 2021, is allowed.
- (ii) The Scheme of Amalgamation as annexed herewith as “Annexure A” is hereby sanctioned and it is declared that the same shall be binding on the Petitioner Companies and their Shareholders and Creditors and all concerned under the Scheme.
- (iii) The Appointed Date for the Scheme shall be 01.04.2021
- (iv) The petitioner companies are directed to comply with

observations of the Regional Director and the Registrar of Companies in their representation.

- (v) The Secured Creditor SBI will modify its charge and register with ROC on the assets mortgaged/secured for availing/continuing the financial facilities within 1 month from the period of effecting the amalgamation (as consented by affidavit) for which the Transferee company will do the needful compliance with appropriate board resolution.

The Transferee company will comply with the orders of the Supreme Court in the SLP filed on 17.4.2023 vide dairy No.15914 against the orders of Hon'ble High Court of Gujarat and the demand of Income Tax Department, if any, outstanding unpaid by the transferor company.

- (vi) It is declared that the Transferor Company shall be dissolved without winding up.
- (vii) All the property annexed herewith as “Annexure B”, right and powers of the Transferor Company specified in the schedule hereto and all the other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 232 of the Act, be transferred to and vested in the Transferee Company for all the estates and interest of the Transferor Company therein.

- (viii) All proceedings, if any, now pending against the Transferor Company be continued by or against the Transferee Company.
- (ix) All workers / employees of all the Transferor Company shall be deemed to become the workers /employees of the Transferee Company with effect from the Appointed Date, and shall stand absorbed in the Transferee Company in accordance with the Scheme without any interruption of service and on terms and conditions no less favourable than those on which they are engaged by the Transferor Company, as on the Effective Date.
- (x) The Petitioner Companies are directed to lodge a copy of this Order and the approved Scheme duly authenticated by the Registrar of this Tribunal, with the concerned Superintendent of Stamps, for adjudication of stamp duty, and pay requisite stamp duty payable, if any, within 60 days from the date of this Order.
- (xi) All concerned Authorities to act on copy of this order along with the Scheme authenticated by the Registrar of this Tribunal shall issue the certified copy of this order along with the Scheme.
- (xii) The Petitioner Companies are directed to lodge a copy of this Order and the approved Scheme and Schedule of Assets attached as Annexure-A & B with this order, duly authenticated by the Registrar of this Tribunal, with the concerned Superintendent of Stamps, for the purpose of

adjudication of stamp duty, if any, within 60 days from the date of the Order.

- (xiii) The Petitioner Companies are further directed to file a copy of this order along with the copy of the Scheme with the concerned the Registrar of Companies, electronically, along with e-form INC-28 in addition to physical copy within 30 days from the date of issuance of the certified copy of the Order by the Registry as per relevant provisions of the Act.
- (xiv) The legal fees and expenses of the office of the Regional Director is quantified at Rs.10,000/- in respect of each of the Petitioner Companies. The said fees to the Regional Director shall be paid by the Transferee Company.
- (xv) The legal fees and expenses of the office of the Official Liquidator are quantified at Rs.10,000/- in respect of the Transferor Company. The said fees of the Official Liquidator shall be paid by the Transferee Company.
- (xvi) Filing and issuance of drawn up orders are dispensed with. All concerned authorities to act on a copy of this order along with the Scheme duly authenticated by the Registrar of this Tribunal. The Registrar of this Tribunal shall issue the authenticated copy of this order alongwith Scheme immediately.
- (xvii) Income Tax Department will be free to examine the aspect of any tax payable as a result of the sanction of the Scheme and if it is found that the Scheme of Arrangement ultimately results in tax avoidance or is not

in accordance with the applicable provisions of Income Tax Act, then the Income Tax Dept. shall be at liberty to initiate appropriate course of action as per law. Any sanction of the Scheme of Arrangement under Sections 230-232 of the Companies Act, 2013 shall not adversely affect the rights of Income Tax Department or any past, present or future proceedings and the sanction of the scheme shall not come in its way for the appropriate course of action as per law for the tax liabilities, if any.

(xviii) Any person aggrieved shall be at liberty to apply to the Tribunal in the above matter for any direction that may be necessary.

17. Company Petition, i.e CP (CAA) 55 of 2021 connected with CA (CAA) 32 and 33 of 2021, stands disposed of.

Sd/-  
**DR. V.G. VENKATA CHALAPATHY**  
**MEMBER (TECHNICAL)**

Sd/-  
**CHITRA HANKARE**  
**MEMBER (JUDICIAL)**

sr

Annexure - A

180

**SCHEME OF AMALGAMATION**

**UNDER SECTION 232 READ WITH SECTION 230 OF THE  
COMPANIES ACT, 2013 AND OTHER APPLICABLE  
PROVISIONS OF THE COMPANIES ACT, 2013 AND RULES  
FRAMED THEREUNDER**

**OF**

**KEENARA INDUSTRIES PRIVATE LIMITED**

**CIN - U17120GJ2009PTC058613**

**(TRANSFEROR COMPANY)**

**WITH**

**KEENARA FILAMENTS PRIVATE LIMITED**

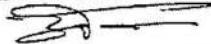
**CIN - U17119GJ1997PTC031976**

**(TRANSFeree COMPANY)**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

FOR, KEENARA FILAMENTS PVT. LTD.



DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.



DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.



DIRECTOR



181

118

**(A) PREAMBLE**

This Scheme of Amalgamation ("Scheme") is presented under Section 232 read with Section 230 and other applicable provisions of the Companies Act, 2013 and the rules and regulations made there-under, for the amalgamation of KEENARA INDUSTRIES PRIVATE LIMITED ("KIPL" or "Transferor Company") with KEENARA FILAMENTS PRIVATE LIMITED ("KFPL" or "Transferee Company").

**(B) PARTS OF THE SCHEME**

This Scheme is divided into the following parts:

PART I deals with the preliminary aspects of the Scheme, definitions of the terms used in this Scheme, Share Capital & Objects;

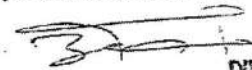
PART II deals with the amalgamation of the Transferor Company with the Transferee Company; and

PART III deals with the General Terms and Conditions applicable to this Scheme.


FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR





**PART I - PRELIMINARY ASPECTS, DEFINITIONS, SHARE CAPITAL AND OBJECTS**

**1. PRELIMINARY**

- 1.1. Keenara Industries Private Limited, the Transferor Company, was originally incorporated as a Private Limited Company under the name and style of "Keenara Industries Private Limited" in the State of Gujarat on 18<sup>th</sup> November, 2009 vide Corporate Identity Number U17120GJ2009PTC058613.
- 1.2. Keenara Filaments Private Limited, the Transferee Company, was originally incorporated as a Private Limited company under the name and style of "Keenara Filaments Private Limited" in the State of Gujarat on 26<sup>th</sup> March, 1997 vide Corporate Identity Number U17119GJ1997PTC031976.

1.3. The Transferee Company are primarily engaged in the business of -

- 1. To carry on the business of processors, texturizers, spinners, weavers, sizers, manufacturers, twistors, crimpers and bolers of polyester, polypropylene, cotton, denim textiles, cloths, synthetic cloths, ready made garments, terry towel, hosery woolen silk, artificial silk, rayon, nylon, terine, stretchlon, P.O.Y man-made synthetic fibres, staple fibres, wool and fibrous cotton materials and the business of manufacturing, texturizing, weaving, bleaching, printing and selling cloth of all types, kinds, nature and description including filaments, furnishing fabrics, tapestry, linen and fabrics of all types, wether knitted or loopes and of buying, selling and/or dealing in silk, stretchlon, cotton, rayon, nylon, khadi silk and generally to carry on the business of dyers, dealers in flax, hemp, artificial silk, synthetic cotton, staple fibres, wool and cloth merchants, cleaners, combers, dyers and to transact all and nay preparing processes and to give any special treatment to any of the above referred materials at any stage of production such as texturising, testing, crimping on own materials or belonging to others and /or to get the same-done through some others on job work.
- 2. To carry on the business of manufacturing, spinning, weaving, bleaching, finishing, dyeing, processing, mercerizing, printing, sizing, importing,

FOR, KEENARA FILAMENTS PVT. LTD.

*[Signature]*  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

*[Signature]*  
DIRECTOR  
FOR, KEENARA FILAMENTS PVT. LTD.

*[Signature]*  
DIRECTOR



exporting, twisting, texturizing and/or otherwise dealing on yarns of all types made from silk, art silk, rayon, nylon, cotton, man-made synthetic fibres, P.O.Y staple fibres and other suitable materials.

1.4. The Transferor Company is also engaged in the business of -

- 1. To carry on the business of manufacturing, ginning, pressing, spinning, processing, balers, job workers or undertake dyeing, bleaching, sanforising, mercerizing, printing or otherwise processing of man-made fibres, cotton fibres, fabrics of cotton, silk, nylon, art silk, polyester, chiffon, acrylic, rayon, wool, shoddy jute, hamp and other fibres and fabrics or textile products wether on handlooms or powerloom or in textile mills.
- 2. To carry on the business of manufacturers, twistors, texturizers, crimpers, processors, spinners, doublers, weavers, ginners, balers of industrial fabrics, synthetic yarn, synthetic fabric, cotton, wool, silk, rayon, flex, hemp, twine of all kinds of whatever description like art silk, nylon, polyester, acrylic, vispose, poly propolene, terelene, linen, canvas and furnishing velvet.
- 3. To carry on the business of exporters, imports, buyers, sellers, producers, buying agents, selling agents, commission agents, factors, distributors, stockiest, agents, traders and suppliers of and dealers in all classes and kinds of textiles, yarns, threads, fibres and other fibrous products.
- 4. To carry on in any part of India or elsewhere the business of to generate, receive, produce, improve, buy, sell, resell, acquire, use, transmit, accumulate, employ, distribute, develop, handle, protect, supply and to act as agent, broker, representative, consultant, collaborator, or otherwise to deal in electric power in all its branches at such place or places as may be permitted by appropriate authorities by establishment of wind power plants based on any renewable source of energy as may be developed or invented in future.

1.5. There are no proceedings/ investigation pending against the Transferor Company and the Transferee Company under Sections 210 to 217, 219, 220, 223, 224, 225, 226, & 227 of the Act.

FOR, KEENARA FILAMENTS PVT. LTD.

*[Signature]*  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

*[Signature]*  
DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

*[Signature]*  
DIRECTOR



2. **DEFINITIONS**

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

- 2.1. "Act" means the Companies Act, 2013 and ordinances, rules and regulations made thereunder and shall include any statutory modifications, re-enactment or amendment thereof for the time being in force.
- 2.2. "Appointed Date" means the 1<sup>st</sup> April, 2021 or such other date as may be fixed or approved by the National Company Law Tribunal (NCLT), North Western Region, Ahmedabad, Gujarat.
- 2.3. "Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, requirement or any similar form of determination by or decision of any Appropriate Authority, that is binding or applicable to a Person, whether in effect as of the date of on which this Scheme has been approved by the Boards of Directors of the Companies or at any time thereafter;
- 2.4. "Appropriate 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.
- 2.5. "Board of Directors" or "Board" means the Board of Directors of the Transferor Company or the Transferee Company as the case may be, and shall include a duly constituted committee thereof.
- 2.6. "Effective Date" means the last of the date on which the certified copies of the orders sanctioning this Scheme, passed by the National Company Law Tribunal (NCLT), North Western Region, Ahmedabad, are filed with the Registrar of Companies, Ahmedabad by the Transferor Company and the Transferee

FOR, KEENARA INDUSTRIES PVT. LTD.

FOR, KEENARA FILAMENTS PVT. LTD.

DIRECTOR

DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

DIRECTOR



Company collectively. Any references in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme being effective" shall mean the Effective Date.

- 2.7. "Encumbrance" means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever, and the term "encumber" or "encumbered" shall be construed accordingly.
- 2.8. "NCLT" means National Company Law Tribunal, North Western Region, Ahmedabad having jurisdiction in relation to the Transferor Company and the Transferee Company and / or the National Company Law Tribunal ("NCLT") as constituted and authorized as per the provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under sections 230-232 of the Companies Act, 2013, and shall include, if applicable, such other forum or authority as may be vested with the powers of a Tribunal for the purposes of Sections 230-232 of the Companies Act, 2013, as may be applicable;
- 2.9. "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation including Schedules, as amended or modified, in its present form submitted to the NCLT for approval, with any modifications, as may be approved or imposed or directed by the NCLT or any other appropriate authority.
- 2.10. "Transferee Company" or "KFPL" means Keenara Filaments Private Limited, (E-mail id - accounts@keenara.com), (CIN No. U17119GJ1997PTC031976), a Private Limited company incorporated under the Companies Act, 1956, on 26<sup>th</sup> March, 1997, having its registered office at 316, Super Diamond Market, opp. Mohan Ni Chawl, Varachha Road, Surat 395006, Gujarat, India.
- 2.11. "Transferor Company" or "KIPL" Keenara Industries Private Limited, (E-mail id - accounts@keenara.com), (CIN No. U17120GJ2009PTC058613), a Private Limited company incorporated under the Companies Act, 1956, on 18<sup>th</sup> November, 2009,

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR



having its registered office at 316, Super Diamond Market, opp. Mohan Ni Chawl, Varachha Road, Surat 395006, Gujarat, India.

- 2.12. "Transition period" means period starting from the date immediately after the Appointed Date till the last of the date on which all the conditions stipulated in Clause 20 of this Scheme are fulfilled.

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.

3. **DATE OF TAKING EFFECT AND OPERATIVE DATE**

The Scheme shall be effective in its present form or with any modification(s) approved or imposed or directed by the NCLT (National Company Law Tribunal) or any other appropriate authority and shall become effective from the Appointed Date as defined in Section 230-232 of the Act.

4. **SHARE CAPITAL**

- 4.1. The share capital of Keenara Industries Private Limited (KIPL) or the Transferor Company as on 31<sup>st</sup> March, 2020 is as under:-

Particulars	Amount (in Rs.)
<b>Authorised Capital</b>	
30,00,000 Equity Shares of Rs.10/- each	Rs.3,00,00,000
<b>TOTAL</b>	<b>Rs.3,00,00,000</b>
<b>Issued, Subscribed and Paid-up Capital</b>	
6,85,760 Equity Shares of Rs. 10/- each fully paid-up	Rs.68,57,600
<b>TOTAL</b>	<b>Rs.68,57,600</b>

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR  
FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR



Subsequent to 31<sup>st</sup> March, 2020 and as on the date of approval of the Scheme by the Board of Directors of KIPL, there is no change in the authorised, issued, subscribed and paid-up share capital of KIPL.

- 4.2. The share capital of Keenara Filaments Private Limited (KFPL) or the Transferee Company as on 31<sup>st</sup> March, 2020 is as under:

Particulars	Amount (In Rs.)
<b>Authorised Capital</b>	
7,50,000 Equity Shares of Rs.10/- each	Rs.75,00,000
<b>TOTAL</b>	<b>Rs.75,00,000</b>
<b>Issued, Subscribed and Paid-up Capital</b>	
5,25,000 Equity Shares of Rs.10/- each	Rs.52,50,000
<b>TOTAL</b>	<b>Rs.52,50,000</b>

Subsequent to 31<sup>st</sup> March, 2020 and as on the date of approval of the Scheme by the Board of Directors of KFPL, there is no change in the authorised, issued, subscribed and paid-up share capital of KFPL.

5. **COMPLIANCE WITH SECTION 2(1B) OF THE INCOME-TAX ACT, 1961**

The provisions of this Scheme as they relate to the merger of the Transferor Company into Transferee Company, have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR  
FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR



6. **OBJECTS/ RATIONALE OF THE SCHEME**

Transferor Company and Transferee Company is owned, controlled and managed by the same set of Promoters / Group. To streamline the current organization structure and to realize commercial synergies, it is decided to merge Keenara Industries Private Limited into Keenara Filaments Private Limited.

The companies propose to consolidate the business in one entity, thereby resulting into strengthening the position of the combined entity by enabling it to harness and optimize the synergies of the two companies, which would be in the best interests of all the companies and their respective shareholders. The management of these companies believes that this scheme shall benefit the respective companies and stake holders of respective companies, inter-alia, on accounts of following reasons:

- 1. Achieving operational and management efficiency;
- 2. Consolidation and simplification of the group structure;
- 3. Enhancement of net worth of the combined business to capitalize on future growth potential;
- 4. Optimal utilization of resources resulting into reduction in operational and compliance cost; and
- 5. Elimination of multiple entities in the group; which will eliminate duplication of administrative functions and reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Company and the Transferee Company.

**PART II - AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY**

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR



7. TRANSFER AND VESTING OF UNDERTAKING

7.1. With effect from the Appointed Date and upon the Scheme becoming effective, the business and undertaking of the Transferor Company, shall, under the provisions of section 232 read with 230 and other applicable provisions, if any, of the Act, and pursuant to the orders of the NCLT or other appropriate authority, if any, sanctioning the Scheme shall without any further act, deed, matter or thing, stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and liabilities of the Transferee Company in accordance with the provisions of Section 2(1B) of the Income-tax Act, 1961.

7.2. With effect from the Appointed Date, the whole of the undertaking of the Transferor Company, as a going concern, including its business, all secured and unsecured debts, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased, licensed) all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, licenses, registrations, copyrights, patents, trademarks and other rights and licenses in respect thereof, applications for copyrights, patents, trademarks, leases, licenses, tenancy rights, premise, ownership flats, hire purchase and lease arrangements, lending arrangements, joint venture agreements, benefits of security arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all rights, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies,

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR





~~127~~

grants, tax credits (including but not limited to benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, minimum alternate tax, taxes deducted at source etc, benefits under the Sales Tax Act, sales tax set off, benefits of any unutilized MODVAT/CENVAT/Service tax credits, etc.), software license, domain / website etc all files, papers, records engineering and catalogues, data quotations sales / advertisement materials and former customers (price information) / suppliers (credit information) other records whether in physical, electronic form in connection / relating to the Transferor Company and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, whether in India or abroad as on the Appointed Date, shall, under the provisions of section 232 read with 230 of the Act and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to and vested in and / or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become as from the Appointed Date the undertaking of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Company therein.

7.3. With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licences, permissions, approvals, quotas or consents to carry on the respective operations and business of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, factory licences, environmental approvals and consents, sales tax, service tax, excise registrations or other licences and consents shall vest in and shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if instead of the Transferor Company, the Transferee Company had been the party thereto or the beneficiary or obligee thereof pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or

FOR, KEENARA FILAMENTS PVT. LTD.  
  
 DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.  
  
 DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.  
  
 DIRECTOR



privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Company, as the case may be, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

- 7.4. With effect from the Appointed Date, all respective debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of the Transferor Company, shall be deemed to have been transferred to the Transferee Company and to the extent they are outstanding on the Effective Date shall, without any further act, deed, matter or thing be and stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.
- 7.5. Where any of the debt, liabilities (including contingent liabilities), duties and obligations of the Transferor Company as on the Appointed Date, deemed to be transferred to the Transferee Company have been discharged by the Transferor Company, after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing shall stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR




102


129

which such loans and liabilities have arisen in order to give effect to the provisions of this Clause.

- 7.6. All the assets and properties which are acquired by the Transferor Company, on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 232 read with section 230 and all other applicable provisions if any of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 232 read with section 230 of the Act.
- 7.7. Loans, advances and other obligations if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall stand cancelled and there shall be no liability in that behalf on either party.
- 7.8. The transfer and vesting of the undertaking of the Transferor Company as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Transferor Company. Provided always that this Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility availed of by the Transferor Company and the Transferee Company shall not be obliged to create or provide any further or additional security therefore after the Effective Date or otherwise.
- 7.9. Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the Transferor Company and the Transferee Company shall execute all such instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or



FOR, KEENARA INDUSTRIES PVT. LTD.  
  
 DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.  
  
 DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.  
  
 DIRECTOR

modification(s) of charge, with the Registrar of Companies, Ahmedabad to give formal effect to the above provisions.

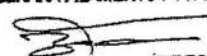
7.10. Upon the Scheme being sanctioned and taking effect the Transferee Company shall be entitled to operate all Banks Accounts related to the Transferor Company and all cheques, drafts, pay orders, direct and indirect tax balances and/or payment advices of any kind or description issued in favour of the Transferor Company, either before or after the Appointed Date, or in future, may be deposited with the Bank of the Transferee Company and credit of all receipts there-under will be given in the accounts of the Transferee Company.

**8. CONTRACTS, DEEDS AND OTHER INSTRUMENTS**

8.1. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other Instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto or there under.

8.2. 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 which 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 authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR



such formalities or compliances, referred to above, on behalf of the Transferor Company.

9. **STAFF, WORKMEN & EMPLOYEES**

- 9.1. Upon the Scheme coming into effect, all staff, workmen and employees of the Transferor Company in service as at the Appointed Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date, without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favorable than those applicable to them in the Transferor Company as at the Appointed Date. The Transferee Company further agrees that for the purpose of payment of any retirement benefit / compensation, such immediate uninterrupted past services with the Transferor Company shall also be taken into account.
- 9.2. The equitable interest in accounts/funds of the employees, staff and workmen whose services are vested with the Transferor Company, relating to superannuation, provident fund and gratuity fund 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 the 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.
10. **LEGAL PROCEEDINGS**
- 10.1. If any suit, appeal or other legal proceedings of whatsoever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR

FOR KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR



Amalgamation of the Transferor Company with the Transferee Company and by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

- 10.2. The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Sub Clause 11.1 above 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.

#### 11. TAXES

- 11.1. Any tax liabilities under the Income-tax Act, 1961, Goods and Services Tax Act or other applicable laws/ regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.
- 11.2. All taxes (including income tax, excise duty, service tax, applicable state Value Added Tax, Goods & Service tax, etc.) paid or payable by the Transferor Company in respect of the operations and/ or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including without limitation income tax, excise duty, service tax, applicable state Value Added Tax etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR



corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.

- 11.3. Any refund under the Tax Laws due to the Transferor Company consequent to the assessments 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.
- 11.4. Without prejudice to the generality of the above, all benefits including under the income tax, excise duty, service tax, applicable State Value Added Tax Laws, Goods & Service tax, etc., to which the Transferor Company is entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.
- 11.5. The Transferee Company shall be entitled to file/ revise its income-tax returns, TDS certificates, TDS returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credits of all taxes paid/ withheld, if any, as may be required consequent to implementation of this Scheme.

12. CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

With effect from the Appointed Date to the Effective Date:

- 12.1. The Transferor Company undertake to preserve and carry on its business, with reasonable diligence and business prudence and shall not undertake financial commitments or sell, transfer, alienate, charge, mortgage, or encumber or otherwise deal with or dispose of any undertaking or any part thereof save and except in each case:
- if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the NCLT; or
  - if the same is expressly permitted by this Scheme; or
  - if the prior written consent of the Board of Directors of the Transferee Company has been obtained.

FOR, KEENARA FILAMENTS PVT. LTD.

DIRECTOR FOR, KEENARA INDUSTRIES PVT. LTD.

DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

DIRECTOR



12.2. The Transferor Company shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest for and on account of, and in trust for the Transferee Company.

12.3. All profits and cash accruing to or losses arising or incurred (including the effect of taxes if any thereon), by the Transferor Company, shall for all purposes, be treated as the profits/ cash, taxes or losses of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit.

13. SAVING OF CONCLUDED TRANSACTION

The transfer and vesting of the assets, liabilities and obligations pertaining to the Transferor Company to the Transferee Company and the continuance of all contracts or proceedings by or against the Transferee Company shall not affect any contracts or proceedings, already concluded by the Transferor Company, on or after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds, matters and things done and/or executed by the Transferor Company in regard thereto as having been done or executed on behalf of the Transferee Company.

14. CONSIDERATION

14.1. Upon the scheme becoming finally effective, in consideration of the transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of the scheme, the Transferee Company shall subject to the provisions of the scheme and without any further application, act or deed, issue and allot at par the Equity Shares of Rs. 10/- only (Rupees Ten only) each credited as fully paid-up in the capital of the Transferee Company to the Equity Shareholders of the Transferor Company whose names appear in the Register of Members of Transferor Company on a date to be fixed by the Board of Directors of the Transferee Company or to such of their respective heirs, executors,

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR





administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors or the Transferee Company and approved by them to be placed on its register of members in the following stated proportion :-

- 70 (Seventy) Equity Shares of Rs.10/- each credited as fully paid up of the Transferee Company i.e. Keenara Filaments Private Limited shall be issued and allotted at par against 137 (One Hundred Thirty Seven) Equity Shares of Rs.10/- each to the Equity Shareholders of Transferor Company i.e. Keenara Industries Private Limited.
- 14.2. Any fraction arising on issue of Equity Shares as above will be rounded off to the nearest integer.
- 14.3. 3,50,388 (Three Lakh Fifty Thousands Three Hundred Eighty Eight) Equity Shares of the Transferee Company to be allotted to the shareholders of the Transferor Company shall be fully paid up shares and shall rank for dividend, voting rights and in all other respects *pari passu* with the existing Equity Shares in the Transferee Company except that they shall not be eligible for any dividend paid or declared by the Transferee Company prior to the Effective Date.
- 14.4. Upon 3,50,388 (Three Lakh Fifty Thousands Three Hundred Eighty Eight) of shares, the Shareholders of the Transferor Company shall surrender the Share Certificates of the Transferor Company held by them to the Transferee Company for exchange thereof is the default, i.e. Non-Compliance with the requirement of aforesaid surrender of the Share Certificates and upon allotment of the new shares in the Transferee Company, the Share Certificates in relation to the Shares held by the Shareholders in the Transferor Company shall be deemed to have been cancelled.
- 14.5. The issue and allotment of Equity Shares in the Transferee Company to the members of the Transferor Company as provided in the scheme shall be deemed to have been carried out under the provisions of the Act and in accordance with law.

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR



15. ACCOUNTING TREATMENT

- 15.1. The accounting for the amalgamation would be done in accordance with the Purchase Method of accounting referred in Accounting Standard 14 – Accounting for Amalgamation (AS 14). Accordingly, the Transferee Company shall record for the Scheme in its books of accounts as under:
- 15.2. The Transferee Company shall record all the assets and liabilities of all the Transferor Company pursuant to this Scheme at their respective book values;
- 15.3. Inter-company transactions and balances, including loans, advances, amount receivable or payable inter-se between the Transferor Company among themselves and/or between the Transferor Company and the Transferee Company as appearing in their books of accounts as on the Appointed Date, if any, shall stand cancelled. The investments in the equity share capital of the Transferor Company as appearing in the books of accounts of the Transferee Company or amongst Transferor Company, shall stand cancelled.
- 15.4. Any surplus arising out of Amalgamation shall be credited to the Capital Reserve in the books of the Transferee Company in case any deficit, the same shall be first adjusted from the Capital Reserve Account and any balance left shall be debited to the Goodwill Accounts in the books of the Transferee Company. Goodwill account so created, if any, will be amortized in accordance with AS 14.
- 15.5. Further, all the costs and expenses incurred of the Scheme as well as other costs, whether of the Transferor Company or of the Transferee Company, incidental with the finalization of this Scheme and to put it into operation, including expenses in connection with license registration, advisory fees, stamp duty charges, meeting expenses, professional fees, consultant fees & expenses and any other expenses or charges attributable to the implementation of the Scheme, shall be adjusted in the Profit and Loss Account in the books of the Transferee Company, after coming into effect of the Scheme.

FOR, KEENARA FILAMENTS PVT. LTD.

DIRECTOR FOR, KEENARA INDUSTRIES PVT. LTD.

DIRECTOR  
FOR, KEENARA FILAMENTS PVT. LTD.

DIRECTOR



- 15.6. In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the Capital Reserve or Goodwill Account of the Transferee Company, as the case may be, to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy; and
- 15.7. Notwithstanding the above, the Board of Directors of the Transferee Company, in consultation with statutory auditors, is authorised to account for any of the balances in any other manner, if such accounting treatment is considered more appropriate.
- 15.8. In addition, the Transferee Company shall pass such accounting entries, as may be necessary, in connection with this Scheme, to comply with any of the applicable accounting standards and generally accepted accounting principles adopted in India.
16. **AGGREGATION OF AUTHORISED SHARE CAPITAL**
- 16.1. Upon this Scheme becoming effective, the authorized share capital of the Transferor Company shall stand consolidated with the authorized share capital of the Transferee Company. Accordingly, the authorized share capital of the Transferee Company shall stand increased to that extent without any further act, instrument or deed on the part of the Transferee Company, including without payment of stamp duty and any fees or charges payable to the Registrar of Companies and/or to any other government authority, and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Section 13, 14, 61 and 232(3)(i) respectively of the Companies Act, 2013 and/or any other applicable provisions of the Act, as the case may be. Hence, for this purpose, the stamp

FOR, KEENARA FILAMENTS PVT. LTD.



DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.



DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.



DIRECTOR



201

138

duties and fees paid on the authorised share capital of the Transferor Company shall be utilized and applied to the increased authorised share capital of the Transferee Company and no extra stamp duty and/or fees shall be required to be paid by the Transferee Company for its increased authorised share capital.

- 16.2. Consequent upon the amalgamation, 'Clause V' of the Memorandum of Association of the Transferee Company shall be amended by deleting the existing clause and replacing it by the following:

*"The Authorised Share Capital of the Company is Rs.3,75,00,000/- (Rupees Three Crore Seventy Five Lac Only) divided into 37,50,000 (Thirty Seven Lac Fifty Thousand) Equity Shares of Rs. 10/- (Rupees Ten Only) each."*

- 16.3. It is clarified that the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 13, 14 and 61, respectively, of the Companies Act, 2013 and/ or any other applicable provisions of the Act, would be required to be separately passed.

17. **OBJECT CLAUSE OF THE TRANSFEREE COMPANY**

Upon coming into effect of the Scheme, the Objects Clause specified in Schedule 1 shall be inserted as the Objects Clause e of the Memorandum of Association of the Transferee Company. The specified object clause shall be inserted in Sub - Clause 3 to the Object Clause - III [A] of the Memorandum of Association.

The alteration in the Object Clause - III [A] of the Memorandum of Association of the transferee company (Keenara Filament Private Limited) shall be effected as an integral part of this Scheme without any further act or deed on the part of KFPL and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment. KFPL shall not be obliged to follow the separate procedure specified under Section 13 and other



FOR, KEENARA FILAMENTS PVT. LTD.

DIRECTOR FOR, KEENARA INDUSTRIES PVT. LTD.

DIRECTOR

22

FOR, KEENARA FILAMENTS PVT. LTD.

DIRECTOR

202

139

applicable provisions, if any, of the Companies Act, 2013 under the Companies Act, 2013."

**18. DISSOLUTION OF THE TRANSFEROR COMPANY**

The Transferor Company shall be dissolved without winding up, on an order made by the NCLT under section 232 read with section 230 of the Act.

**PART III - GENERAL TERMS AND CONDITIONS**

**19. MODIFICATIONS/ AMENDMENTS TO THE SCHEME**

19.1. The Transferor Company and the Transferee Company by their respective Boards may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Regional Director and/or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board). The Transferee Company's Board be and is hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith and to do all acts, deeds, matters and things and take all such steps as may be necessary, desirable or expedient for putting the Scheme into effect.

19.2. In the event of any of the conditions 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 the Transferor Company and/or the Transferee Company are at liberty to withdraw the Scheme.

FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR  
FOR, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR



20. **SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS**

The Scheme is conditional upon and subject to:

- 20.1. The approval by the requisite majorities of the respective members and/or creditors (where applicable) of the Transferor Company and the Transferee Company, as required under the Act or dispensing the meetings, as may be directed by the NCLT.
- 20.2. The sanction of the Scheme by the NCLT under Sections 230-232 of the Act in favour of Transferor Company and Transferee Company, as the case may be, under the said provisions and to the necessary order sanctioning the Scheme being obtained.
- 20.3. The requisite consent, approval or permission of any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- 20.4. Certified copy of the order of the NCLT sanctioning the Scheme being filed collectively by Transferor Company and Transferee Company with the Registrar of Companies, having jurisdiction over the registered office of the respective companies.

21. **EFFECT OF NON-RECEIPT OF APPROVALS**

- 21.1. In the event any of the said approvals or sanctions referred to in Clause 20 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 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.

FOR, KEENARA FILAMENTS PVT. LTD.

DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

DIRECTOR

FOR, KEENARA FILAMENTS PVT. LTD.

DIRECTOR



204

~~141~~

21.2. The Boards of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme could have adverse implications on the Transferor Company and/ or the Transferee Company.

22. **BINDING EFFECT**

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

23. **SEVERABILITY**

If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Company, affect the validity or implementation of the other parts and/ or provisions of this Scheme.

24. **COSTS, CHARGES AND EXPENSES**

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

\*\*\*\*\*

For, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR

FOR, KEENARA INDUSTRIES PVT. LTD.

  
DIRECTOR

For, KEENARA FILAMENTS PVT. LTD.

  
DIRECTOR



Annexure-B

In the matter of C.P. (CAA) / 55 (AHM) 2021 in C.A. (CAA) / 32 (AHM) 2021 and C.A. (CAA) / 33 (AHM) 2021

Schedule containing the details of properties to be transferred from **KEENARA INDUSTRIES PRIVATE LIMITED** ("Transferor Company") to **KEENARA FILAMENTS PRIVATE LIMITED** ("Transferee Company") with effect from 2<sup>th</sup> May, 2024.

(A) Plant and Machinery

Sr. No.	Description of Plant and Machinery	Quantity
1	TEXTURISING MACHINE	10
2	AIR COMPRESSOR JN-55, 3BAR	3
3	ROTARY SCREW COMPRESSOR	1
4	AUTOMATIC PACKING MACHINE	1
5	SCREW BLOWERS COMPRESSOR	2
6	DROFFING TROLLEY	1

(B) Moveable Assets / Properties (Other than Plant & Machinery and Vehicles)

Sr. No.	Description of Properties	Quantity
1	Air Conditioner	4
2	CCTV Camera	13
3	Computer System (Computer System - 8.00 Nos. Printer - 4 Nos.)	12
4	Furniture & Fixtures	Actual
5	Electrification	Actual
6	Computer Software	2
7	AIR RECEIVER TANK 2000 LTRS	1
8	APPLE IPAD	1
9	EPABX-TELEPHONE	1
10	FIRE SAFETY EQUIPMENTS	3





11	HEAT EXCHANGER	1
12	HYDRAULIC GOODS LIFT	1
13	HYDRAULIC HAND PALLET TRUCK FORK	3
14	IPHONE	2
15	LED TV 41.5"	1
16	TV 65LX	1
17	METER SYSTEM	1
18	SEMI AUTO STRAPPING MACHINE	2
19	SERVO VOLTAGE STABILIZER	1
20	SOLAR PV SYSTEM (587 KW)	1
21	TRANSFORMER	2
22	WATER TANK (5000 LTRS)	1
23	WIND MILL PROJECT	1
24	ZPLU APPLE IPHONE	1

(C) Immovable Property:


Sr. No.	Description	Situated at
Not applicable Since no immovable property held in the name of TRANSFEROR COMPAN		

(D) Investment


Sr. No.	Description
	FIXED DEPOSIT WITH- (1) BANK OF INDIA RS. 1344016 (2) STATE BANK OF INDIA RS. 3600137 (3) KARNATAKA BANK RS. 143668 (4) INVESTMENT IN SHARE RS.10000



For, KEENARA INDUSTRIES PRIVATE LIMITED

X   
 DHRUVIL BIPINBHAI SAVALIA  
 (Director)  
 DIN 10277460

For, KEENARA FILAMENTS PRIVATE LIMITED

X   
 DHRUVIL BIPINBHAI SAVALIA  
 (Director)  
 DIN 10277460