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SCHEME OF AMALGAMATION
BETWEEN

FLOMIC FREIGHT SERVICES PRIVATE LIMITED

AND

VINADITYA TRADING COMPANY LIMITED

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 391 TO 394 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 1956

This Scheme of Amalgamation pursuant to Sections 391 and 394 of the Companies Act, 1956 and other applicable provisions of Companies Act, 2013 provides for amalgamation of **Flomic Freight Services Private Limited**, a Company incorporated under the provisions of the Act, having its registered office at 101, Span Land, Mark 145, Andheri Kurla Road, Andheri East, Mumbai – 400099, Maharashtra ("Transferor Company") with **Vinaditya Trading Company Limited**, a company incorporated under the provisions of the Act, having its registered office at Office No. 12, 4th Floor, 68, Sai Sadan, Janmabhoomi Marg, Hutatma Chowk, Fort, Mumbai – 400001, Maharashtra ("Transferee Company").

I. The Scheme of Amalgamation is divided into following parts:

- (a) Part I deals with the Preamble.
- (b) Part II deals with Definitions.
- (c) Part III deals with Capital Structure.
- (d) Part IV deal with Rationale and Purpose of the Scheme
- (e) Part V deals with Date of Taking Effect / Operative Date of Scheme.
- (f) Part VI deals with Operative part of the Scheme.

Though the Scheme is divided into different parts for the purpose of convenience, it is to be implemented as a single inseparable comprehensive Scheme of Amalgamation.

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PART I – PREAMBLE

A. Description and nature of business of Companies

- a) **VINADITYA TRADING COMPANY LIMITED ("VTCL")** is an existing Company incorporated on 30th April, 1981 under the Companies Act, 1956 having its Registered Office at Office No. 12, 4th Floor, 68, Sai Sadan, Janmabhoomi Marg, Hutatma Chowk, Fort, Mumbai – 400001, Maharashtra. The main objects of the company are as follows: -

"To carry on in India or elsewhere occupation or business or commerce of exporters, importers, merchants, agents, brokers factors, commission agents, adantias, dealers in merchandise and produce of things, contractors, engineers and to undertake and carry on commercial, trading agency and other occupations.

To carry on the business of an Investment Company and to underwrite, sub- underwrite, to invest in, or otherwise acquire and hold, sell, buy or otherwise deal in shares, debentures, debentures stock, bonds, units, obligations and securities issued and/or guaranteed by Indian or Foreign Government, States, Dominions, Municipalities or public Authorities or Bodies; share stock, debentures, debentures stocks, bonds, obligations and securities, issued and/ or guaranteed by the company, corporation, firm or person whether incorporated or established in India or elsewhere; bullion and property and undertake, carry on and execute financial operations."

- b) **FLOMIC FREIGHT SERVICES PRIVATE LIMITED ("FFSPL")** is an existing Company incorporated on 24th July, 1992 under the Companies Act, 1956 having its Registered Office at 101, Span Land, Mark 145, Andheri Kurla Road, Andheri East, Mumbai – 400099, Maharashtra. The main objective of the company is as follows: -

"To carry on the business of clearing & freight forwarding, services"

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PART II - DEFINITIONS

1. Definitions

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

- 1.1 "Act" means the Companies Act, 1956 or the Companies Act, 2013 as in force from time to time. As on the date of approval of this Scheme by the Boards of Directors of the Transferor Company and the Transferee Company, Sections 391 and 394 of the Companies Act, 1956 continue to be in force with the corresponding provisions of the Companies Act, 2013 not having been notified. Accordingly, references in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 1956. Upon such provisions standing re-enacted by enforcement of provisions of the Companies Act, 2013, such references shall, unless a different intention appears, be construed as references to the provisions so re-enacted;
- 1.2 "Appointed Date" means 01st APRIL, 2016 or such other date as may be approved by the Board of Directors of the respective Transferor and Transferee Companies or such other date as the Hon'ble High Court of Judicature at Bombay or such other competent authority may approve/fix.
- 1.3 "Amalgamation" means amalgamation of Flomic Freight Services Private Limited (Transferor Company) with Vinaditya Trading Company Limited (Transferee Company).
- 1.4 "Board of Directors" or "Board" means the Board of Directors of the Transferor Company or that of Transferee Company, as the case maybe, and shall include a duly constituted Committee thereof.
- 1.5 "BSE" means BSE Limited/Stock Exchange.
- 1.6 "Court" or "High Court" means Hon'ble High Court of Bombay exercising its jurisdiction in 391 to 394 of Companies Act, 1956 and shall include National Company Law Tribunal (NCLT) as the case may be.
- 1.7 "Effective Date" or "Coming into effect of this Scheme" or "Effectiveness of this Scheme" means the last of the dates specified in "Clause V" of this Scheme.
- 1.8 "Flomic Freight Services Private Limited" or "FFSPL" or "Transferor Company", means FLOMIC FREIGHT SERVICES PRIVATE LIMITED, a Company incorporated under the Companies Act 1956 having its Registered Office at 101, Span Land, Mark 145, Andheri Kurla Road, Andheri East, Mumbai – 400099, Maharashtra.
- 1.9 "Record Date" means the date to be fixed by the Board of Directors of Transferor Companies and Transferee Company for the purpose of determining the shareholders of

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Transferor Companies who are eligible to get the shares of Transferee Company, as per this Scheme. "Shareholders" means respectively the persons registered as holders of equity of the concerned Transferor Companies and Transferee Company

- 1.10 "Scheme" or "The Scheme" or "This Scheme" or "Scheme of Amalgamation" means this Scheme of Amalgamation in the present form as approved by the Board of Directors of Transferor and Transferee Company subject to such modifications made by the Hon'ble High Court of Judicature at Bombay may impose.
- 1.11 "Share Exchange Ratio" shall have the meaning ascribed to it in "Clause 14 (a) i" of this Scheme;
- 1.12 "Undertaking" or "Undertaking of FFSPL" shall have same meaning as provided under clause 6 under Part VI of this scheme.
- 1.15 "Vinaditya Trading Company Limited" or "VTCL" or "Transferee Company" means VINADITYA TRADING COMPANY LIMITED, a Company incorporated under the Companies Act 1956 having its Registered Office at Office No. 12, 4th Floor, 68, Sai Sadan, Janmabhoomi Marg, Hutatma Chowk, Fort, Mumbai – 400001, Maharashtra.

Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

The words importing the singular include the plural and words importing any gender include every gender.

PART III- CAPITAL STRUCTURE

3.1 The Share Capital of the Transferor Company as on 31.12.2015 is as under:

Particulars	Amount in Rs.
Authorized Share Capital: -	
2,00,000 Equity Shares of Rs. 100 each	2,00,00,000
Total	2,00,00,000
Issued, Subscribed and Paid Up Equity Share Capital: -	
20,540 Equity Shares of Rs. 100 each fully paid	20,54,000
Total	20,54,000

As on the date of this Scheme being approved by the Board, there is no change in the authorized, issued, subscribed and paid up share capital of Transferor Company.



3.2 The Share Capital of the Transferee Company as on 31.12.2015 is as under:

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Particulars	Amount in Rs.
Authorized Share Capital: -	
75,00,000 Equity Shares of Rs.10 each	7,50,00,000
Total	7,50,00,000
Issued, Subscribed and Paid Up Equity Share Capital: -	
72,00,000 Equity Shares of Rs. 10 each fully paid	7,20,00,000
Total	7,20,00,000

As on the date of this Scheme being approved by the Board, there is change in the authorized, issued, subscribed and paid up share capital of Transferee Company.

PART IV – RATIONALE AND PURPOSE OF THE SCHEME

- 4 In order to amalgamate the activities and businesses of different Companies/Entities into one Company/Entity, which will provide synergy benefits, attain efficiencies and reduce overall costs of operations, it is intended that FF SPL ("Transferor Company") be merged into VTCL ("Transferee Company").

The Amalgamation/merger of the Transferor Company with the Transferee Company would inter-alia result in the following benefits:

- i. The amalgamation of Flomic Freight Services Limited (FFSPL) with Vinaditya Trading Company Limited (VTCL) is for the purpose of diversification and growth of the Transferee Company.
- ii. The amalgamation will enable both the Company/Entity to combined their Operations into one entity and provide impetus for the growth of the Transferee Company.
- iii. The amalgamation of FF SPL with VTCL is being proposed for the purpose of more efficient utilization of capital, superior deployment of brand promotion and creates a diversified base for future growth of the amalgamated entity with a wider presence in the segment. The amalgamation will result in administrative and operational rationalization and promote organizational efficiencies, so basically this amalgamation is for the diversification of Vinaditya Trading Co Ltd.
- iv. The amalgamation will result in the formation of a stronger company with a larger capital and asset base and enable the combined business to be pursued more conveniently and advantageously. The amalgamation will have beneficial results for the amalgamating companies, their stakeholders and all concerned.
- v. The amalgamation will result in economy of scale and reduction in administrative, managerial and other expenditure, operational rationalization and optimal utilization of

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various resources.

- vi. The amalgamation of all the businesses of FFSP and VTCL would increase the long term value for shareholders and investors.
- vii. The amalgamation of FFSP with VTCL will lead to have overall expertise knowledge in the field for the achievement of the objectives, targets and to grab the growth opportunities in the market.

PART V - DATE OF TAKING EFFECT / OPERATIVE DATE OF SCHEME

5. The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Hon'ble High Court of Judicature at Bombay shall be effective from the Appointed Date but shall be operative from the last of the following dates, namely: -

- (a) That on which all consents, approvals, permissions, resolutions and orders have been obtained or passed or fulfilled; or
- (b) That on which all necessary certified copies of Orders under Sections 391 and 394 of the Act shall be duly filed with the Registrar of Companies, Maharashtra at Mumbai,


The last of such dates shall be the "Effective Date" for the purpose of this Scheme.

PART VI – OPERATIVE PART OF THE SCHEME

6. TRANSFER OF UNDERTAKING

Upon coming into effect of this Scheme and with effect from the Appointed Date –

- (a) Upon the coming into effect of this Scheme and with effect from the Appointed Date, the whole of the Undertaking of the Transferor Company, including all properties, whether movable or immovable, freehold or leasehold (including the freehold and leasehold lands of the Transferor Company), real or personal, corporal or incorporeal, material or intellectual, present, future or contingent, including but without being limited to all assets, lands, buildings, plant and machinery, furniture and fittings, other fixed assets, current assets, receivables (whether in Indian Rupee or foreign currency), credits, investments, reserves, provisions, funds, and all utilities including electricity, telephones, facsimile connections, installations and utilities, benefits or agreements and arrangements, powers, authorities, allotments, approvals, authorizations, tenancies in relation to the offices and/ or residential properties for the employees or other persons, guest houses, godowns, warehouses, trade and service names and marks, patents, copyrights and other intellectual property rights of any nature whatsoever, registrations, consents,

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privileges, liberties, and all the rights, title, interest, benefits, licenses (industrial or otherwise), municipal permissions, incentives and registrations to which the Transferor Company is entitled to in terms of the various statutes and/or schemes of the Union and State Governments including Excise Act, Sales Tax Act and Wealth Tax Act and benefit of carry forward and set off of accumulated loss, allowance of unabsorbed depreciation, minimum alternate tax credit entitlement, concessions and other benefits and credits to which the Transferor Company is entitled under Income-tax Act and advantages of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favor of or enjoyed by the Transferor Company (hereinafter referred to as "Assets") and all secured and unsecured debts (whether undertaken in Indian Rupee or foreign currency) outstanding, liabilities (including contingent liabilities), duties and obligations shall be transferred to and vest in the Transferee Company so as to become on and from the Appointed Date the undertaking of the Transferee Company without any further act, instrument or deed.

- (b) All the Liabilities of the Transferor Company as on the Appointed Date shall also stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company on a going concern basis, without any further act or deed pursuant to the Acts so as to become the liabilities, debts, duties and obligations, dues, loans and responsibilities of the Transferee Company on the same terms and conditions as was applicable to the respective Transferor Company, 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, loans, liabilities, duties and obligation have arisen in order to give effect to the provisions of this Scheme.
- (c) All benefits, concessions, reliefs including but not limited to the benefits under the Income Tax (including tax relief under the Income Tax Act, 1961 such as credit for advance tax, taxes deducted at source, carry forward of Minimum Alternate Tax Credit, carry forward of tax losses including unabsorbed depreciation, continuity of tax holidays/deductions available, if any, etc), service tax (including benefits of any unutilized CENVAT/Service tax credits, etc), excise, value added tax, sales tax (including deferment of sales tax), benefits, etc to which the Transferor Companies are entitled shall be available to and vest in the Transferee Company.
- (d) In respect of such of the assets of the Transferor Companies as are movable in nature or are otherwise capable of transfer by delivery or by endorsement and delivery, the same shall pursuant to the provisions of the Acts stand transferred to without requiring any further consent, deed or instrument of conveyance for transfer of the same, and shall become property of the Transferee Company in pursuance of provisions of Section 391 to 394 of the Act or other provisions of law as applicable.
- (e) In respect of such of the Assets of the Transferor Company other than those referred to in clauses, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 391 to 394 of the Act or other

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provisions of law as applicable and the concerned authorities having jurisdiction over the Assets shall endorse and record the name of Transferee Company in its record so as to facilitate the implementation of the Scheme and vesting of the Undertaking of the Transferor Companies in the Transferee Company without hindrance from the Appointed Date.

- (f) Any statutory and other licenses, registrations, permissions, approvals or consents to carry on the operations, whether in India or abroad and whether issued by statutory and other authorities in India or abroad, 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 and other Authorities concerned in favour of the Transferee Company upon the Scheme becoming effective. The benefit of all such statutory and regulatory permissions, factory licenses, environmental approvals and consents, tax registrations or other licenses and consents shall vest in and become available to the Transferee Company pursuant to this Scheme.
- (g) All contracts, deeds, bonds, agreements, arrangements including but not limited to all tax exemption and/or deferral benefits and/or any other direct or indirect tax benefits and all other instruments of whatsoever nature to which the Transferor Company are parties or to the benefit of which Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced as fully and effectually, as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or oblige thereto.
- (h) All the assets acquired by or belonging to the Transferor Company and all the liabilities incurred by the Transferor Company after the Appointed Date and prior to the Effective Date shall also stand transferred to and vested in the Transferee Company at their book value.
- (i) All liabilities and obligations arising out of banking facilities, guarantees and counter guarantees executed by the Transferor Companies relating to it and in favour of third party shall become liability/obligation of the Transferee Company which it undertakes to meet, discharge and satisfy.
- (j) Where any of the liabilities and obligations of the Transferor Companies as on the Appointed Date has 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 without any further act or deed be and stand transferred to the Transferee Company which shall undertake to meet, discharge and satisfy the same.

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- (k) Any issue or question relating to the transfer of any asset or liability shall be decided by the Board of Directors or Committee thereof of the Transferor Company and the Transferee Company, either by themselves or through a Committee appointed by them in this behalf.
- (l) For removal of doubt, it is clarified that to the extent that there are inter-company loans, deposits, obligations, balances or other outstanding 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 reduction of such assets or liabilities as the case may be and there would be no accrual of interest or any charges in respect of such inter-company loans, deposits or balances, with effect from the Appointed Date.
- (m) The Transferee Company may at any time after the coming into effect of the Scheme, if so required under the provisions of any law for the time being in force or otherwise at its discretion, execute deeds of confirmation, in favour of secured creditors of the Transferor Company or in favour of any other party as directed by the Transferor Company with regard to any contract or arrangement to which the Transferor Company is a party or any other writings that may be necessary to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such confirmation in writing on behalf of the Transferor Company and to implement or carry out all such formalities or compliance referred to above on behalf of the Transferor Company.
- (n) The provisions of this Scheme as they relate to the amalgamation of the Transferor Company into the 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.

7. **LEGAL PROCEEDINGS**

If any suits, actions and proceedings of whatsoever nature (hereinafter referred to as the "Proceedings") by or against the Transferor Company are pending on the Effective Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have been continued and enforced by or against the Transferor Company, in the

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absence of the Scheme.

8. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

- (a) On and with effect from the Appointed Date and up to and including the Effective Date the Transferor Company shall be deemed to have been carrying on their businesses and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all the assets and liabilities for and on account of and in trust for Transferee Company and the Transferor Company shall account for the same to the Transferee Company. The Transferor Company shall hold the assets with utmost prudence until the Effective Date.
- (b) The Transferee Company on behalf of the Transferor Company may carry on the business, in either name as the circumstances may be, for those unfinished or incomplete business, contracts, transactions which may be necessary to be transacted and completed.
- (c) All the profits or incomes, taxes (Including advance tax deducted at source) or any costs, charges, expenditure or losses arising or Incurred or suffered by Transferor Companies, from the Appointed Date shall for all purposes be treated and be deemed to be and accrue as the profits, taxes, income, costs, charges, expenditure or losses of Transferee Company, as the case may be.
- (d) All credits for tax deduction at source on income of the Transferor Company or obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with if so made by the Transferor Company or the Transferee Company. Similarly any payment required to be made for by specified due dates in the tax laws shall also be deemed to have been made correctly if so made by the Transferor Company. Accordingly, upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its all Income Tax returns and related TDS certificates, VAT and sales tax returns, Excise & Modvat / Cenvat returns, other tax returns and to claim refunds/credits.
- (e) The Transferor Company shall, from the Appointed Date and up to and including the Effective Date, carry on their respective businesses and activities with reasonable diligence and utmost business prudence and shall not without prior written consent of the Transferee Company alienate, charge, mortgage, encumber or otherwise deal with or dispose off any of its units/undertakings or any part thereof except in the ordinary course of business and pursuant to any pre-existing obligations undertaken by the Transferor Company prior to the Appointed Date.
- (f) Until the Effective Date, the Transferor Company shall not without prior approval of the Board of Directors or Committee thereof of the Transferee Company and except as contemplated under the Scheme, issue or allot any further securities, either by way of rights

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or bonus or otherwise.

9. DIVIDENDS

(a) The Transferor Company and 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.

(b) Subject to the provisions of the Scheme, the profits of Transferor Company, for the period beginning from the Appointed Date, shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit, post the Effective Date.


(c) It is clarified that the aforesaid provisions in respect of declaration of dividends 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 Board of Directors of the Transferor Company and Transferee Company, subject to such approval of the shareholders, as may be required.

(d) Until the coming into effect of this Scheme, the holder of equity of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.

10. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

(a) Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which the Transferor Company is a party and may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall, without any further act, instrument or deeds, be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, at any time, wherever necessary, enter into, and/or issue and/or execute deeds, writings, confirmations, any tripartite arrangements or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.

(b) 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, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the

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Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

11. **STAFF, WORKMEN & EMPLOYEES**

- (a) Employees, if any, in the employment of the Transferor Company, on the Effective Date, shall as from the said date, become the employees of the Transferee Company on the basis that their services have not been interrupted due to the vesting of the Undertaking of the Transferor Company in the Transferee Company under the Scheme, and on the terms and conditions of services, not in any way less favorable to them than those subsisting with reference to the Transferor Company, immediately before the Effective Date.
- (b) It is expressly provided that insofar as the existing Provident Fund, Gratuity Fund, Pension Fund, Superannuation Fund or any other special fund or trusts created by the Transferor Companies are concerned, upon the Scheme becoming operative, the funds shall be transferred to the relevant funds, and/or continued/substituted in the name of the Transferee Company. The Trusts created by the Transferor Companies shall be dissolved without further orders or transferred/merged with the respective Trust of the Transferee Company and/ or continued by the Transferee Company, as maybe permitted by law.
- (c) It is clarified that the services of the employees of the Transferor Company will be treated as continuous for the purpose of the aforesaid funds or provisions.

12. **DIRECTORS:**

Upon the Scheme finally coming into effect, the Directors of the Transferor Company shall cease to be Directors of the Transferor Company, without any further approvals, resolutions, filings, etc.

13. **TREATMENT FOR TAXES:**

13.1 Any tax liability under the Income-tax Act, 1961, Customs Act 1962, Central Excise Act, 1944, State Value Added Tax laws, Central Sales Tax Act, 1956 or other applicable laws/ regulations dealing with taxes/ duties/ levies (herein referred to as 'Tax Laws') 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. Any surplus in the provision

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for taxation/ duties/ levies account including advance income tax and Tax Deducted at Source ('TDS') as on the appointed date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

13.2 Further any tax holiday/ deduction/ exemption/ carry forwards losses enjoyed by the Transferor Company under Income-tax Act, 1961 would be transferred to the Transferee Company.

13.3 Any refund/ credit under 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.

13.4 All taxes (including income tax, sales tax, excise duty, service tax, VAT etc.) paid or payable by the Transferor Company in respect of the operations and/ or the profits of the business before the Appointed Date shall be on account of the Transferor Company and in so far as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT 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 operations of the business after the Appointed Date, the same

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

14. ISSUE OF CONSIDERATION

The provisions of this Part shall operate notwithstanding anything to the contrary in this Scheme or in any other instrument, deed or writing.

(a) Consideration on Amalgamation of FFSP with VTCL

- i. Upon the coming into effect of the Scheme, in consideration for the amalgamation of FFSP with VTCL, pursuant to this Scheme, VTCL shall, without any further act or deed and without any further payment, issue and allot on a proportionate basis Equity Shares to each Equity Shareholder of FFSP whose name is recorded in the Register of Equity shareholders of FFSP on such date as may be decided by the Board of Directors or a Committee thereof of VTCL, in the ratio of 534 (Five hundred and thirty four) Equity Share of VTCL can be allotted in lieu of every 1 (One) Equity shares of FFSP at par value.
- ii. The Board of Director of Transferee Company shall consolidate all fractional entitlements, if any , arising due to amalgamation of Transferor Company and allot New Equity Shares in lieu thereof, to director(s) or such other Authorized Representative(s) as the Board of Director of Transferee Company shall appoint in this behalf, who shall hold the New Equity Shares issued in Transferee Company in trust on behalf of the members entitled to fractional entitlements with the express understanding that the such director(s) or other Authorized Representative(s) shall sale the same in the market at such time or times and at such price or prices and to such person and persons, as he/they may deem fit and to pay to Transferee Company, the net sale proceeds thereof, whereupon Transferee Company shall distribute such net sale proceeds, subject to taxes, if any, to the said members in proportion to their respective fractional entitlements. The Board of Directors of Transferee Company, if it deems necessary, in the interest of Allottees, approve such other method in this behalf as it may, in its absolute discretion, deem fit. For the purpose of allotment referred to in this clause, fractional entitlements shall be rounded- off to the next higher whole number.
- iii. The New Equity Shares of the Transferee Company issued in terms of the Scheme shall, subject to applicable regulations, be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Equity Shares of the Transferee

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Company are listed and/or admitted to trading.

- iv. For issue and allotment of the New Equity Shares to the non-resident members of the Transferor Company, the Transferee Company shall, apply for and obtain approvals, if and to the extent required, under the Foreign Exchange Management Act, 1999 and/or approval from Reserve Bank of India. It is clarified that the issuance of shares to other shareholders of the Transferor Company shall not be subject to receipt of any such approvals by the Transferor Company and/or the Transferee Company.
- v. The shares of FFSPIL held by its Equity Shareholders whose names appear in the register of members as on the Record Date, shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled. The said Equity shares of FFSPIL held in physical form shall be deemed to have been automatically cancelled without any requirement to surrender the certificates for shares held by the shareholders of FFSPIL
- vi. It shall be deemed that the members of VTCL and FFSPIL who have approved the Scheme have also resolved and accorded all relevant consents under Section 62 of the Companies Act 2013 or any other provisions of the Act to the extent the same may be considered applicable and that there will be no need to pass a separate shareholders resolution as required under Section 62 of Companies Act 2013.

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15. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEREE COMPANY

- i. Upon the Scheme becoming Effective, the Transferee Company shall follow the "Pooling of interest method" of accounting of amalgamation as laid down in the accounting standards specified under Section 211(3C) of the Act and Accounting Standard -14 of Companies (Accounting Standards) Rules, 2006.
- ii. 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.
- iii. The Transferee Company shall credit the aggregate face value of the New Shares issued by it to the shareholders of the Transferor Company pursuant to this scheme.
- iv. The equity shares held by the Transferee Company in the Transferor Company appearing in the books of Transferee Company will stand cancelled and there shall be no further obligations in that behalf.
- v. The inter-corporate deposits/loans and advances /balance outstanding if any between Transferee Company and Transferor Companies will stand cancelled and there shall be no further obligation in that behalf.
- vi. In case of any difference in accounting policy between Transferor Company and Transferee Company, the impact of the same till the appointed date will be quantified and adjusted in the reserves of Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

16. COMBINATION OF AUTHORISED SHARE CAPITAL

- (a) Upon the coming into effect of the scheme, the authorized share capital of the Transferor Companies shall be deemed to be added to the authorized share capital of Transferee Company without any further act, deed or procedure, formalities or payment of any stamp duty and registration fees as stamp duty and Registrar of Companies (ROC) fees has been paid in the said share capital.
- (b) It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum of Association of the Transferee Company as required under Section 13 and other applicable provisions of the Companies Act 2013.
- (c) Pursuant to the Scheme becoming effective and consequent upon the amalgamation of the Transferor Company into the Transferee Company, the Authorized Share Capital of the Transferee Company will be as under:

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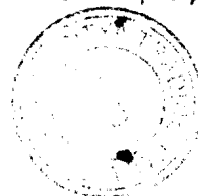
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Authorized Share Capital	Amount In Rs.
a) 95,00,000 Equity Shares of Rs.10 each	9,50,00,000
Total	9,50,00,000
Issued, Subscribed and Paid Up Equity Share Capital	
a) 18,168,360 Equity Shares of Rs. 10 each fully paid	1,81,683,600
TOTAL	1,81,683,600

(a) The Memorandum of Association of the Transferee Company (relating to the Authorized Capital) shall without any further act, instrument or deed be and shall stand altered, modified and amended and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment and no further resolution(s) under Sections 13, 61 and other Sections of Companies Act 2013 and other applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duties paid on the Authorized Share Capital of the Transferor Companies shall be utilized and applied to the increased Authorized Share Capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fees by the Transferee Company for increase in the Authorized Share Capital of the Transferee Company to that extent.

(b) It is clarified that the approval of the Members of Transferee Company to the Scheme shall be deemed to be the consent/approval also to the alteration of the Memorandum of Association of the Transferee Company as may be required under the Act, and Clause V of the Memorandum of Association shall stand substituted by virtue of the Scheme to read as follows:

V The Authorized Capital of the Company is Rs 9,50,00,000 (Rupees Nine Crore and Fifty Lacs Only) divided into 95,00,000 (Ninety Five Lakhs) Equity Shares of Rs.10 each and with rights, privileges attached thereto as may be provided by the Articles of Association of the Company for the time being or the terms of issue which they may be subject, with power to increase, consolidate and reduce the capital of the Company and to divide or consolidate the capital for the time being into shares of different denominations and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company.



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17. **AUTHORITY TO THE TRANSFEEE COMPANY TO CARRY ON THE BUSINESS OF TRANSFEROR COMPANY:**

With effect from the Effective Date, the Transferee Company shall be authorized to carry on any business or activity as is carried on by the Transferor Company prior to the amalgamation and which the Transferee Company is authorized to carry on under any of the clauses of its Memorandum of Association, whether or not such business / activity is considered or deemed to be germane to the business carried on by the Transferee Company prior to the amalgamation, without any separate approval from shareholders of the Transferee Company and without any further act or deed in connection therewith. It shall be deemed that the members of the Transferee Company have accorded their consent as required under the Act.

18. **AMENDMENT OF MEMORANDUM OF ASSOCIATION – CHANGE IN OBJECT CLAUSE**

For the avoidance of doubts, with effect from the Appointed date, to enable the Transferee company to carry on the business of the Transferor company, the Memorandum of Association of the Transferee Company shall stand altered and amended by insertion of the following new clause as 1B after the existing clause 1A of its Memorandum of Association.

“1B. To carry on the business of clearing & freight forwarding, services, to pay out of the funds of the company all expenses which the company may lawfully pay with respect to the formation and registration of the company or the issue of its capital including brokerage and commission for obtaining application for or taking placing or underwriting or producing the underwriting of shares, Debentures or other Securities of the Company”.

In order to carry on the activities currently being carried on by the Transferor Company, upon the approval of the Scheme by the Members of the Transferor Company and the Members of the Transferee company pursuant to Section 391 of the Act, it shall be deemed that the Members of the Transferee Company have also resolved and accorded all relevant consents for the commencement of any business or activities currently being carried on by the Transferor company in relation to any of the objects contained in the Memorandum of Association of the Transferee Company to the extent the same may be considered applicable.

It is further clarified that the Transferee Company shall not be required to pass any resolution for Change in Object clause of the Transferee Company, as envisaged in clause 19 of this Scheme and that the members of the Transferee Company shall be deemed to have accorded their consent under various provisions of the Act and Rules (including Postal Ballot Rules) made there under to the change in object clause in terms of this Scheme.

19. **DISSOLUTION OF THE TRANSFEROR COMPANY**

(a) On the scheme becoming effective, Transferor Company shall be dissolved without being

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wound up and without any further act by the parties to this scheme.

- (b) On and with effect from the Effective Date, the names of the Transferor Company shall be struck off from the records of the relevant Registrar of Companies. The Transferor Company and Transferee Company as may be required shall make necessary filings in this regard.
- (c) The Transferor Company and the Transferee Company shall with all reasonable dispatch, make all applications/petitions under Section 391 and 394 and other applicable provisions of the Act to the High Court of Judicature at Bombay for the sanctioning of this Scheme and for the dissolution of the Transferor Company without winding up under the provisions of law, and obtain all approvals as may be required thereunder.

20. GENERAL TERMS AND CONDITIONS

A. APPLICATIONS TO THE HIGH COURT

The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make applications to the Hon'ble High Court of Judicature at Bombay, where the respective registered office of Transferor Company and Transferee Company are situated, for sanctioning this Scheme under Sections 391 to 394 of the Act for an order or orders thereof for carrying this Scheme into effect and for dissolution of Transferor Companies without winding up.

B. MODIFICATIONS/AMENDMENTS/CONSENTS TO THE SCHEME

- i. Subject to the approval by the High Court, the Transferor Company and the Transferee Company by their respective Board of Directors may authorize, including any committee or subcommittee thereof, may make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the Court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. The Transferor Company and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, shall be 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.
- ii. For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the authorized person(s) of Transferor Company and Transferee Company may give and are hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question or doubt or difficulty that may arise and such determinations


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or directions, as the case may be, shall be binding on all parties, In the same manner as if the same were specifically Incorporated In this Scheme.

- iii. The Transferor Company and the Transferee Company may assent from time to time on behalf of all persons concerned to any modifications or amendments or additions to this Scheme or to any conditions or limitations which either the Board of Directors or a committee or committees of the Board concerned or any director authorized in that behalf by the Board of directors concerned(hereinafter referred to as the "Delegates") of the Transferor Company and the Transferee Company deems fit, or which the High Court of Judicature at Bombay or any other authorities under law may deem fit to approve of or impose and which the Transferor Company and the Transferee Company may at their discretion deem fit and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme Into effect, or to review the position relating to the compliance with the conditions to this Scheme and if necessary, to waive any of them (to the extent permissible under law) for bringing this Scheme Into effect. In the event that any of the conditions may be imposed by the High Court of Judicature at Bombay or other authorities which the Transferor Company or the Transferee Company may find unacceptable for any reason, then the Transferor Company and the Transferee Company are at liberty to withdraw or cancel or revoke the Scheme. The aforesaid powers of: the Transferor Company and the Transferee Company may be exercised by the Delegates of the respective Companies.
- iv. For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Delegates of the Transferor Company and the Transferee Company may give and are authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

C. PARTIALLY INVALIDITY / SEVERANCE:-

If any part of this Scheme is invalid, ruled illegal by any court or authority of competent jurisdiction or unenforceable under the present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part.

S. P. Pradhan  *S. P. Pradhan*

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D. COMPLIANCE OF THE INSTRUCTIONS/REGULATIONS OF SECURITIES AND EXCHANGE BOARD OF INDIA

1. The transferee company shall comply with the Regulation 38 of the Securities Exchange Board Of India (Listing Obligation And Disclosure Requirements) 2015 with reference to minimum public shareholding requirements specified in rule 19(2) and rule 19A of the securities contracts (regulation) Rules, 1957 in the manner as specified by the board from time to time.

2. The transferee company with the Regulation 3 & 4 of Securities Exchange Board Of India (SUBSTANTIAL ACQUISITION OF SHARES AND TAKEOVERS) REGULATIONS, 2011 if the said is being instructed by the Securities and Exchange Board Of India on the application of the company under circular CIR/CFD/DIL/5/2013.

E. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS:

(a) The Scheme is conditional upon and subject to:

- (i) Approval of the Scheme by the requisite majority of the respective members and such class of persons of Transferor Company and Transferee Company as may be directed by the relevant Hon'ble High Court of judicature at Bombay.
- (ii) The Approval of Scheme of Amalgamation by the Shareholders of the Transferee Company through Postal Ballot and e-voting as prescribed by the (SEBI) Circular CIR/ CFD/DIL/5/2013 dated 4th February, 2013 shall be done only if specifically required and directed by SEBI.

The process of Postal ballot and e-voting not required to be complied with by the Transferee Company and shall not be conditionality of the scheme as per SEBI Circular CIR/CFD/DIL/8/2013 dated May 21, 2013. The SEBI circular dated 21th May, 2013 dispenses with the requirement of approval of the Scheme of Amalgamation by the Shareholders through Postal Ballot and e-voting on the following grounds:

- a) No Additional shares will get allotted to Promoter / Promoter Group, Related Parties of Promoter / Promoter Group, Associates of Promoter / Promoter Group, Subsidiary/(s) of Promoter / Promoter Group of the listed company, or
- b) The Scheme of Arrangement does not involves the listed company and any other

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entity involving Promoter / Promoter Group, Related Parties of Promoter / Promoter Group, Associates of Promoter / Promoter Group, Subsidiary/(s) of Promoter / Promoter Group, or

- c) The Scheme of Amalgamation does not involve merger of Holding and Subsidiary Company.

(iii) Sanctions and Orders under the provisions of Section 391 read with Section 394 of the Act being obtained by Transferor Company and Transferee Company from the Hon'ble Court of Judicature at Bombay.

(iv) The certified copies of the orders of the Hon'ble High Court at Bombay referred to in Clause 17(B) above being filed with the Registrar of Companies, Maharashtra at Mumbai.

(v) Receipt of all such other sanctions and approvals as may be required by law in respect of this Scheme being obtained.

F. COSTS

All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or Court's Order including this Scheme or in relation to or in connection with negotiations leading up to the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne and paid by the Transferee Company.

G. EFFECT OF NON RECEIPT OF APPROVAL

- (i) This Scheme although to come into operation from the Appointed Date shall not become effective until the last of the date on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 21(D) shall be obtained or passed. The last of such dates shall be the "Effective Date" for the purpose of this Scheme.
- (ii) In the event of this Scheme failing to take effect finally within such period or periods as may be decided by the Transferor Company (by its Directors) and the Transferee Company (by its Directors), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or by incurred inter se to or by the Parties or any one of them.



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