

COMPOSITE SCHEME OF ARRANGEMENT
AMONG
BLB COMMODITIES LIMITED
(TRANSFEROR COMPANY - 1)
AND
BLB GLOBAL BUSINESS LIMITED
(TRANSFEROR COMPANY- 2)
AND
CAPRISE COMMODITIES LIMITED
(TRANSFEROR COMPANY - 3)
AND
SRI SHARADAMBA PROPERTIES LIMITED
(TRANSFEROR COMPANY - 4)
AND
SAKALA COMMODITIES LIMITED
(RESULTING COMPANY-1)
AND
SAMAGRA CAPITAL LIMITED
(RESULTING COMPANY-2)
AND
BLB LIMITED
(TRANSFeree COMPANY/ DEMERGED COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
(UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013)



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PARTS OF THE SCHEME:

This Composite Scheme of Arrangement is divided into following parts:

1. PART A:

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

2. PART B:

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

3. PART C:

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

4. PART D:

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

5. PART E:

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

6. PART F:

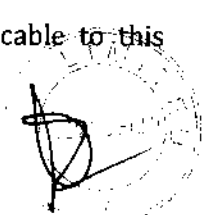
This part of the Scheme deals with issue of shares by the Resulting Company-1 and Resulting Company -2 to the shareholders of the Demerged Company and listing of the equity shares of Resulting Company-1 and Resulting Company -2 respectively. This part of the Scheme also deals with Accounting Treatment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

7. PART G:

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

8. PART H:

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

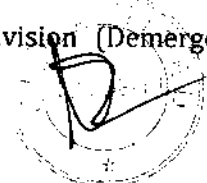


**COMPOSITE SCHEME OF ARRANGEMENT
AMONG
BLB LIMITED
(TRANSFEREE COMPANY / DEMERGED COMPANY)
AND
BLB COMMODITIES LIMITED
(TRANSFEROR COMPANY 1)
AND
BLB GLOBAL BUSINESS LIMITED
(TRANSFEROR COMPANY 2)
AND
CAPRISE COMMODITIES LIMITED
(TRANSFEROR COMPANY 3)
AND
SRI SHARADAMBA PROPERTIES LIMITED
(TRANSFEROR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

PREAMBLE

A. An overview of Composite Scheme of Arrangement

- This Composite Scheme of Arrangement is presented under the provisions of Section 230 -232 of the Companies Act, 2013 (as defined hereinafter) and other relevant provisions of the Companies Act, 2013 as may be applicable and applicable Rules of Companies (Compromises, Arrangements Amalgamations) Rules, 2016 (as defined hereinafter) is drawn in Two Phases -
- In the 1st Phase (Part B of this Scheme), BLB Commodities Limited (Transferor Company 1), BLB Global Business Limited (Transferor Company 2), Caprise Commodities Limited (Transferor Company 3) and Sri Sharadamba Properties Limited (Transferor Company 4) (collectively referred as 'Transferor Companies'), shall be amalgamated with the with BLB Limited (Transferee Company). Accordingly, all the assets and liabilities of the Transferor Companies shall be transferred and vested with Transferee Company on a going concern basis. The entire share capital of the Transferor Companies is held by the Transferee Company directly. Therefore, the Transferee Company shall not be required to issue any shares or pay any consideration to the Transferor Company or to their shareholders.
- In the 2nd Phase (Part C and Part D of this Scheme), to separate the unconnected businesses of the Demerged Company, Commodities Trading Division (Demerged



Undertaking-1) and Financial Service Division (Demerged Undertaking-2) along with their connected Membership, License, Registration, assets and liabilities, as mentioned in Schedule -A and Schedule -B respectively shall be hived off from BLB Limited (Demerged Company) and transferred and vested with Sakala Commodities Limited (Resulting Company -1) and Samagra Capital Limited (Resulting Company -2) respectively on going concern basis.

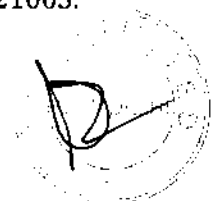
- In consideration Sakala Commodities Limited (Resulting Company -1) and Samagra Capital Limited (Resulting Company -2) to issue its equity shares to the shareholders of BLB Limited (Demerged Company) on the basis of entitlement ratio, as defined in Part F of this Composite Scheme and listing of these equity shares at the stock exchange in accordance with the applicable regulation of Securities and Exchange Board of India (SEBI).
- The BLB Limited (Demerged Company) will retain only real estate and other residuary business in the company.
- In addition, this Composite Scheme of Arrangement also provides for various others matter consequential or otherwise integrally connected herewith.

B. Background and Description of Companies

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

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

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



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

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

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

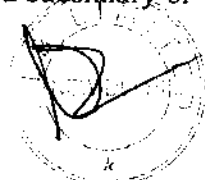
4. **'Caprise Commodities Limited or 'CCL or 'Transferor Company 3'** bearing CIN U51109HR2015PLC057601 is an unlisted public company incorporated on 19th December, 2015 in accordance with the provisions of the Companies Act, 2013. The registered office of the Transferor Company-3 is situated at SCO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

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

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

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

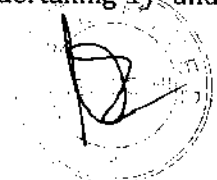
6. **'Sakala Commodities Limited' or SCL-1 or Resulting Company -1** is under the process of incorporation. The registered office of this Company would be at SCO (Shop Cum Office) No. 22, Spring Field Colony Extension No. 1, Near Sector 31-32, Faridabad, Haryana -121003. This company will be incorporated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



7. **'Samagra Capital Limited' or SCL-2 or Resulting Company -2** is under the process of incorporation. The registered office of this Company would be at SCO (Shop Cum Office) No. 22, Spring Field Colony Extension No. 1, Near Sector 31-32, Faridabad, Haryana - 121003. This company will be incorporated as a wholly owned subsidiary of Transferee Company / Demerged Company.

C. Rationale for the Scheme of Arrangement

- BLB Limited, the flagship company of the BLB Group
- had been one of the leading liquidity providers to the equity and derivative markets in India. The Company integrates risk-free trading and technology aimed at value creation. BLB Limited had been ranked among the top 10 traders by BSE Limited consistently, year after year and the Company had been one of the largest players in the market. BLB Limited had been a specialist in "Jobbing & Arbitrage" and immaculate understanding of trading dynamics and market structure. Further, BLB Group comprises of companies involved in various activities including Real Estate, Trading in commodities, Memberships in Stock Exchange, financial services and others. However, many of the group companies in their individual capacities are engaged in more than one such activity. Such multiple activities bring about inefficiency in operations, lack of desired focus of each business and cause unjustified expenses. The management has proposed to streamline the business activity.
- The dynamic and diversified nature of the industries in which the Company operates and external factors including performance of financial markets, exchange or interest rate fluctuations, business environment and government policies etc. has affected the growth prospects of different verticals of the Company. Thus, Demerged Company revised its business plan from time to time to ensure profitable growth of the Company and enhance shareholder's wealth.
- Now it is being felt that each of the business vertical has the potential of being developed into a parallel and independent profitable business but requires focused management and long term business plan. Further, economic environments, capital market dynamics, the investors' community for each of the three divisions i.e. Real Estate Division, Commodities Trading Division and Financial Service Division are different. Thus, to ensure better focus of management for the instantaneous development of all the three divisions and to create independent entities for each division, Board of Directors of the Companies are of the opinion that Composite Scheme of Arrangement for amalgamation of Transferor Companies with Transferee Company and Demerger of Commodities Trading Division (Demerged Undertaking-1) and

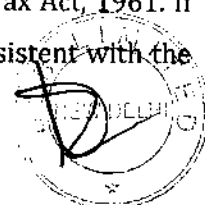


Financial Service Division (Demerged Undertaking-2) from Demerged Company would be beneficial to the shareholders, creditors, employees and the public at large.

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

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

- D. The Part B of this composite scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the



said provisions at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961. Such modification will however not affect other parts of the Scheme. .

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

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PART A

1. DEFINITIONS:

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

- 1.1. **'Act'**: means the Companies Act, 2013, and will include any statutory modifications, re-enactments or amendments thereof.
- 1.2. **"Applicable Law(s)"** means (a) all the applicable statutes, notification, enactments, act of legislature, listing regulations, bye-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or other instructions having force of law enacted or issued by any Appropriate Authority including any statutory modifications or re-enactment thereof for the time being in force (b) administrative interpretations, writs, injunctions, directions, directives, judgments, arbitral awards, decree, orders, or governmental approvals of, or agreement with, any relevant authority, as may be in force from time to time;
- 1.3. **'Appointed Date'**: means 1st day of April, 2017 being the date with effect from which the Scheme shall be applicable or such other date as may be approved by the National Company Law Tribunal (NCLT) or by such other authority having jurisdiction over the Demerged Company or Transferee Company/Resulting Companies / Transferor Companies.
- 1.4. **'Board' or 'Board of Directors'** shall mean Board of Directors of **BLBL, BCL, BGBL, CCL, SSPL, SCL -1 and SCL-2 (as defined under description and capital structure of companies)**, as the case may be, and unless it be repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee of directors, for the purpose of Scheme.
- 1.5. **BSE** shall mean **BSE Limited**.
- 1.6. **'Demerged Company' or 'Transferee Company'** shall mean **'BLB Limited' or 'BLBL'**.
- 1.7. **'Demerged Undertaking 1' or 'Commodities Trading Division'** means such undertakings, properties, assets and liabilities, of whatsoever nature and kind and wheresoever situated, of the Demerged Company pertaining to its commodities trading business as detailed below :
 - (i) The business relating to "Commodities Trading Division" of BLBL (including the business received pursuant to Part – B of this Scheme) and other ancillary businesses connected therewith, on a going concern basis;
 - (ii) All assets wherever situated, whether movable or immovable, leasehold or freehold, tangible or intangible, including all capital work-in-progress, vehicles, furniture, fixtures, office equipment, computer installations, electrical, appliances, accessories, investments, stocks, intellectual properties, technical knowhow, patents, copy rights, licenses, approvals pertaining to or relatable to the Demerged Undertaking-1;

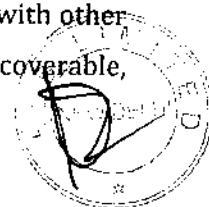


- (iii) All debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts or disclosed in the balance sheets relating to or appertaining to the said business, as per the records of Demerged Company, and shall also include any obligations under any license, permits, appertaining to the said business;
- (iv) For the purpose of this Scheme, it is clarified that liabilities pertaining to the "Commodities Trading Division" include:
- a) The liabilities which arise out of the activities or operations of the "Commodities Trading Division";
 - b) Specific Loans and / or borrowing raised, incurred and / or utilized solely for the activities or operations of the "Commodities Trading Division";
 - c) Liabilities other than those referred to in Sub Clause (a) and (b) above and not directly relatable to the "Commodities Trading Division" being the amount of any general or multipurpose borrowings of BLBL shall be allocated to "Commodities Trading Division", in the same proportion which the value of the assets transferred under this clause bears to the total value of assets of BLBL, immediately before giving effect to the demerger of "Commodities Trading Division" of BLBL.

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

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

- (v) All permanent employees of Demerged Company substantially engaged in the Demerged Undertaking-1 and those permanent employees that are determined by the Board of Directors of the Demerged Company, to be substantially engaged in or in relation to the Demerged Undertaking-1
- (vi) All rights and licenses, Membership all assignments and grants thereof, all permits, registrations, quota rights, import quotas, rights (including rights under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits, incentives or schemes of central/ state governments, quality certifications and approvals, product registrations (both Indian and foreign), regulatory approvals, entitlements, industrial and other licenses, municipal permissions, goodwill, approvals, consents, tenancies, if any in relation to the office and/or residential properties for the employees, investments and/or interest (whether vested, contingent or otherwise) in projects undertaken by the Demerged Undertaking-1, either solely or jointly with other parties, cash balances, bank balances, bank accounts, deposits, advances, recoverable,



receivables, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by Demerged Company in relation to the Demerged Undertaking-1, funds belonging to or proposed to be utilized for the "Commodities Trading Division", privileges, all other claims, rights and benefits (including under any powers of attorney issued by the Demerged Company in relation to the Demerged Undertaking-1 or any powers of attorney issued in favour of the Demerged Company or from or by virtue of any proceeding before a legal, quasi-judicial authority or any other statutory authority to which the Demerged Company was a party, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking-1;

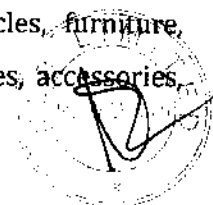
- (vii) All books, records, files, papers, computer programs along with their licenses, manuals and back - up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing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

Explanation:

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

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

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



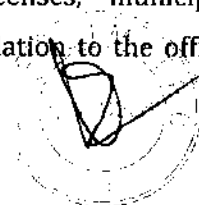
investments, stocks, intellectual properties, technical knowhow, patents, copy rights, licenses, approvals pertaining to or relatable to the Demerged Undertaking-2;

- (iii) All debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts or disclosed in the balance sheets relating to or appertaining to the said business, as per the records of Demerged Company, and shall also include any obligations under any license, permits, appertaining to the said business;
- (iv) For the purpose of this Scheme, it is clarified that liabilities pertaining to the 'Financial Service Division' include:
- a. The liabilities which arise out of the activities or operations of the 'Financial Service Division';
 - b. Specific Loans and / or borrowing raised, incurred and / or utilized solely for the activities or operations of the 'Financial Service Division';
 - c. Liabilities other than those referred to in Sub Clause (a) and (b) above and not directly relatable to the 'Financial Service Division' being the amount of any general or multipurpose borrowings of BLBL shall be allocated to 'Financial Service Division' in the same proportion which the value of the assets transferred under this clause bears to the total value of assets of BLBL, immediately before giving effect to the demerger of 'Financial Service Division' of BLBL.

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

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

- (v) All permanent employees of Demerged Company substantially engaged in the Demerged Undertaking-2 and those permanent employees that are determined by the Board of Directors of the Demerged Company, to be substantially engaged in or in relation to the Demerged Undertaking-2.
- (vi) All rights and licenses, Membership all assignments and grants thereof, all permits, registrations, quota rights, import quotas, rights (including rights under any agreement, contracts, applications, letters of intent, or any other contracts), subsidies, grants, tax credits, incentives or schemes of central/ state governments, quality certifications and approvals, product registrations (both Indian and foreign), regulatory approvals, entitlements, industrial and other licenses, municipal permissions, goodwill, approvals, consents, tenancies, if any in relation to the office



and/or residential properties for the employees, investments and/or interest (whether vested, contingent or otherwise) in projects undertaken by the Demerged Undertaking-2, either solely or jointly with other parties, cash balances, bank balances, bank accounts, deposits, advances, recoverable, receivables, easements, advantages, financial assets, hire purchase and lease arrangements, the benefits of bank guarantees issued by Demerged Company in relation to the Demerged Undertaking-2, funds belonging to or proposed to be utilized for the 'Financial Service Division', privileges, all other claims, rights and benefits (including under any powers of attorney issued by the Demerged Company in relation to the Demerged Undertaking-2 or any powers of attorney issued in favour of the Demerged Company or from or by virtue of any proceeding before a legal, quasi judicial authority or any other statutory authority to which the Demerged Company was a party, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity, water and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking-2;

- (vii) All books, records, files, papers, computer programs along with their licenses, manuals and back - up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form, directly or indirectly in connection with or relating to the Demerged Undertaking-2;
- (viii) All advances, deposits and balances with Government, Semi-Government, Local and other authorities and bodies, customers and other persons, earnest moneys and/ or security deposits paid or received by the Demerged Company, directly or indirectly in connection with or in relation to the Demerged Undertaking-2 ; and
- (ix) All investments held as stock of shares in the Demerged Company, directly or indirectly in connection with or in relation to the Demerged Undertaking-2.

Explanation:

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

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



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

- 1.10. **'Listing Regulations'**: means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and includes any amendments, modification or any enactment thereof.
- 1.11. **'NCLT'**: means the Hon'ble National Company Law Tribunal, Chandigarh Bench at Chandigarh, or any other appropriate forum or authority empowered to approve the Scheme as per the law for the time being in force.
- 1.12. **NSE** shall mean **National Stock Exchange of India Limited**.
- 1.13. **'Record Date(s)'** means the date(s) to be fixed by the Board of Directors of the Demerged Company / Transferee Company, after the Effective Date, with reference to which the eligibility of the equity shareholder of the Demerged Company, for the purposes of issue and allotment of shares of the Resulting Companies, in terms of the Scheme, shall be determined.
- 1.14. **'Registrar of Companies' or 'RoC'**: means the Registrar of Companies of NCT of Delhi and Haryana, New Delhi.
- 1.15. **Remaining Business'** means all the business, assets and liabilities and activities of the 'Demerged Company' other than the business, assets and liabilities of 'Demerged Undertaking 1' and 'Demerged Undertaking 2' which upon this scheme becoming effective be vested with the respective companies as provided in this scheme.
- 1.16. **'Resulting Company 1' or 'SCL-1'** shall mean **Sakala Commodities Limited**.
- 1.17. **'Resulting Company 2' or 'SCL-2'** shall mean **Samagra Capital Limited**.
- 1.18. **'Scheme'** means this Composite Scheme of Arrangement, as set out herein and approved by the Board of Directors of BLBL, BCL, BGBL, CCL, SSPL, subject to such modifications as the NCLT may impose or the Transferor Companies or Demerged Companies or Resulting Companies may prefer and the NCLT may approve. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning prescribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.
- 1.19. **'Stock Exchanges'** shall mean BSE Limited (BSE) and the National Stock Exchange of India Limited (NSE), where equity shares of BLB Limited are currently listed.
- 1.20. **'Transferor Company 1' or 'BCL'** shall mean **BLB Commodities Limited**.
- 1.21. **'Transferor Company 2' or 'BGBL'** shall mean **BLB Global Business Limited**.



1.22. 'Transferor Company 3' or 'CCL' shall mean **Caprise Commodities Limited.**

1.23. 'Transferor Company 4' or 'SSPL' shall mean **Sri Sharadamba Properties Limited.**

2. DATE OF EFFECT AND OPERATIVE DATE:

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

3. CAPITAL STRUCTURE :

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

3.1. BLB LIMITED (TRANSFEEE COMPANY / DEMERGED COMPANY)

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

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

3.2. BLB COMMODITIES LIMITED (TRANSFEROR COMPANY -1)

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

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



3.3. BLB GLOBAL BUSINESS LIMITED (TRANSFEROR COMPANY 2)

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

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

3.4. CAPRISE COMMODITIES LIMITED (TRANSFEROR COMPANY 3)

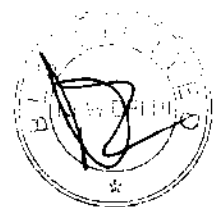
Particulars	Amount (Rs.)
Authorized Capital: 20,00,000 Equity Shares of Rs.10/- each	2,00,00,000.00
Issued, Subscribed and Paid up Capital: 15,00,000 Equity Shares of Rs.10/- each	1,50,00,000.00
Total	1,50,00,000.00

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

3.5. SRI SHARADAMBA PROPERTIES LIMITED (TRANSFEROR COMPANY 4)

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

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



PART B

TRANSFER & VESTING OF TRANSFEROR COMPANIES

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

2. TRANSFER OF ASSETS

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

2.1. All immovable properties, assets and rights in the immovable properties of the Transferor Companies, whether freehold or leasehold or converted or otherwise and in terms of such permitted usage as mentioned therein and all documents of title, rights and easements in relation thereto shall pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 and pursuant to the orders of the NCLT or any other appropriate authority sanctioning the Scheme and without any further act or deed shall stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company, as a going concern, subject to all the encumbrances, fixed and/or floating charges and/or rights given to the lenders of the other divisions of Transferor Companies, if any, affecting the same or any part hereof and arising out of liabilities which shall also stand transferred to the Transferee Company. The Transferee Company shall be entitled to and exercise all rights and privileges attached thereto and shall be liable to pay ground rent, taxes and to fulfill obligations in relation to or applicable to such immovable properties. The Transferee Company shall under the provisions of Scheme be deemed to be authorized to execute such instruments, deeds and writing on behalf of the Transferor Companies to implement or carry out all such formalities or compliances to give effect to the provisions of this Scheme. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Transferee Company. Any



inchoate title or possessory title of the Transferor Companies shall be deemed to be the title of the Transferee Company.

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



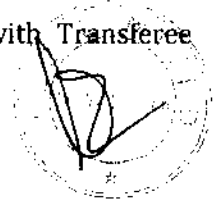
Industrial Employment Standing Orders Act, Employment Exchange Act, State Labour Welfare Fund Act, Motor Vehicle Act, Environment Protection Act & Pollution Control Act, Electricity Act, State Tax on Professions, Trades, Ceiling and Employment Act, Food Safety and Standard Act of the respective states, originally given by, issued to or executed in favour of the Transferor Companies in relation to the business as on the Appointed Date shall stand transferred or deemed amended in favour of the Transferee Company as if the same were originally given by, issued or executed in favour of the Transferee Company, and the rights and benefits under the same shall be available to the Transferee Company.

- 2.5. All the statutory licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, no objection certificates and other benefits viz. Telephone Connections, Gas Connections, etc and all other tangible or intangible privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Companies Act, 2013 and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vested in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become, as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits viz. Telephone Connections, Gas Connections, etc and all other tangible or intangible privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions. All brands, copyrights, trademarks, statutory licenses, or consents to carry on the operations and business of Transferor Companies shall stand vested in or transferred to Transferee Company without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of the Transferee Company. The benefit of all brands, copyrights, trademarks, statutory and regulatory permissions, environmental approvals and consents, sales tax registrations, excise registrations, service tax registrations or other licenses and consents shall vest in and become available to the Transferee Company.
- 2.6. All motor vehicles of any description whatsoever, shall stand transferred to and be vested in the name of the Transferee Company, and the appropriate Governmental and Registration Authorities shall substitute the name of Transferee Company in place of Transferor Company, without any further instrument, deed or act or any further payment of fee, charge or securities.



3. TRANSFER OF LIABILITIES

- 3.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all liabilities of Transferor Companies including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of the Transferor Companies of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the NCLT and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.
- 3.2. All amounts due to Government of India and other authorities and all Bank related liabilities of the Transferor Companies and comprising principle outstanding against loans, term loans, cash credit facilities, guarantees, non - fund based limits, buyers credit, etc and including all interest, charges, fee, penal/ compound interest etc. on such outstanding as on Appointed Date, will become the liabilities of Transferee Company and shall be at same footing as the liabilities towards the Banks of Transferee Company.
- 3.3. The transfer and vesting of the entire business and undertaking of Transferor Companies as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of Transferor Companies, as the case may be.
- Provided that the securities, charges and mortgages (if any subsisting) over and in respect of the part thereof, of Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of Transferor Companies vested in Transferee Company pursuant to the Scheme.
- 3.4. Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by Transferor Company which shall vest in Transferee Company by virtue of the amalgamation of Transferor Companies with Transferee



Company and Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative.

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

4. LEGAL PROCEEDINGS

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

Provided however, all legal, administrative and other proceedings of whatsoever nature by or against Transferor Companies pending in any court or before any authority,

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

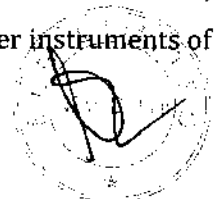
- 4.2. If any suit, appeal or other proceedings of whatever nature by or against Transferor Companies be pending, the same shall not abate, be discontinued or be in any way be prejudicially affected by reason of the transfer of the Transferor Company business and undertakings or of anything contained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

5. STAFF, WORKMEN AND EMPLOYEES

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

6. CONTRACTS, DEEDS, ETC

- 6.1. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of



- 7.2. Any refund under the Tax Laws due to the Transferor Companies consequent to the assessment made on Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company. The Transferee Company is expressly permitted to revise and expressly permitted to file income tax returns, sales tax/ value added tax returns, excise duty, service tax returns and other tax returns, and to claim refunds/ credits pursuant to the provisions of this Scheme. The Transferee Company shall be entitled to such tax benefits including but not limited to MAT paid under section 115JA/ 115JB of the Income Tax Act, 1961 and the right to claim credit therefore in accordance with the provisions of Section 115JAA of the Income Tax Act, 1961 including the benefit of brought forward losses or depreciation as admissible under the provisions of the Income Tax Act, 1961 including under section 72A to the extent applicable of the Transferor Companies from taxable profits of the Transferee Company with effect from the Appointed Date. The Transferee Company shall continue to enjoy the tax benefits/ concessions provided to the Transferor Companies through Notifications/ Circulars issued by the concerned authorities.
- 7.3. All taxes of any nature, duties, cesses or any other like payment or deductions made by Transferor Companies to any statutory authorities such as Income Tax, Sales tax, VAT, service tax etc. or any tax deduction / collection at source, tax credits under Tax laws, relating to the period after the Appointed Date up to the Effective date shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to Transferee Company upon the passing of the orders on this Scheme by the NCLT upon relevant proof and documents being provided to the said authorities.
- 7.4. The income tax, if any, paid by Transferor Companies on or after the Appointed Date, in respect of income assessable from that date, shall be deemed to have been paid by or for the benefit of Transferee Company. Further, Transferee Company shall, after the Effective Date, be entitled to revise the relevant returns, if any, filed by Transferor Companies for any year, if so necessitated or consequent to this Scheme notwithstanding that the time prescribed for such revision may have elapsed.
- 7.5. From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of Transferor Companies in the relevant bank's/DP's books and records, the Transferor Companies shall be entitled to operate the bank/demat accounts of Transferee Company in the existing names.
- 7.6. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of Transferor Companies shall stand transferred by the order of the NCLT to Transferee Company, Transferee



Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning NCLT.

8. Other Provisions

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

9. Conduct of Business

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

- 9.1. Transferor Companies shall be deemed to carry on all its businesses and activities and stand possessed of its properties and assets for and on account of and in trust for Transferee Company; and all the profits accruing to Transferor Companies and all taxes thereon or gains or losses arising or incurred by them shall, for all purposes, be treated as and deemed to be the profits or losses, as the case may be, of Transferee Company;
- 9.2. Transferor Companies shall carry on its business with reasonable diligence and in the same manner as they had been doing hitherto, and Transferor Companies shall not alter or substantially expand its business except with the concurrence of Transferee Company;
- 9.3. Transferor Companies shall not, without the written concurrence of Transferee Company, alienate charge or encumber any of its properties except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company, as the case may be.
- 9.4. Transferor Companies shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of Transferee Company the terms and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written concurrence of Transferee Company.
- 9.5. With effect from the Appointed Date, all debts, liabilities, duties and obligations of Transferor Companies as on the close of business on the date preceding the Appointed Date, whether or not provided in its books and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of Transferee Company.

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9.6. Upon the Scheme coming into effect, Transferee Company shall commence and carry on and shall be authorized to carry on the business carried on by Transferor Companies.

10. For the purpose of giving effect to the vesting order passed under Sections 230 and 232 of the Companies Act, 2013 in respect of this Scheme by the Hon'ble NCLT, Transferee Company shall, at any time pursuant to the order on this Scheme, be entitled to get the record all of the change in the legal right(s) upon the vesting of the Transferor Companies business and undertakings in accordance with the provisions of Sections 230 and 232 of the Companies Act, 2013. Transferee Company shall be authorized to execute any pleadings; applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.



PART C

TRANSFER AND VESTING OF COMMODITIES TRADING DIVISION (DEMERGED UNDERTAKING -1)

1. TRANSFER OF DEMERGED UNDERTAKINGS -1

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

2. TRANSFER OF ASSETS

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



3. TRANSFER OF LIABILITIES AND RELATED SECURITIES/ CHARGES

- (i) Upon this Scheme becoming effective and with effect from the Appointed Date, all debts, liabilities and obligations, whether recorded or not, of the Demerged Company relating to the Demerged Undertaking-1, as on the close of business on the day immediately preceding the Appointed Date (hereinafter referred to as the Transferred Liabilities) shall become the debts, liabilities, duties and obligations of the Resulting Company-1, upon the Scheme becoming effective, who shall undertake to meet, discharge and satisfy the same to the exclusion of the Demerged Company. All the debts, liabilities, duties and obligations, secured or unsecured, whether recorded or not, relating to the remaining business shall continue to remain in the demerged company. Upon this Scheme becoming effective and with effect from the Appointed Date, where any of the liabilities and obligations of the Demerged Undertaking -1 as on the Appointed Date deemed to be transferred to the Resulting Company-1 have been discharged by the Demerged Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been taken for and on account of the Resulting Company-1 and all loans raised and used and all liabilities and obligations incurred by the Demerged Company for the operations of the Demerged Undertaking-1 after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company-1 and to the extent they are outstanding on the Effective Date shall also without any further act or deed be and stand transferred to the Resulting Company-1 and shall become liabilities of the Resulting Company-1 which shall meet, discharge and satisfy the same. Such liabilities shall also form part of the Transferred Liabilities as defined hereinabove.
- (ii) Upon this Scheme becoming effective and with effect from the Appointed Date, in so far as the existing security in respect of the Transferred Liabilities of the Demerged Undertaking -1 is concerned, such security shall continue to extend to and operate over the assets comprised in the Demerged Undertaking-1, as the case may be, which have been charged in respect of the Transferred Liabilities as transferred to the Resulting Company-1 pursuant to this Scheme. Provided, however, that if any of the assets comprised in the Demerged Undertaking -1 which have not been charged or secured in respect of the Transferred Liabilities, such assets shall be transferred to the Resulting Company-1 as unencumbered assets and in the absence of any formal amendment, which may be required by a lender or third party, shall not affect the operation of the above and this Scheme shall not operate so as to require any charge or security to be created on such assets in relation to the Transferred Liabilities.
- (iii) Notwithstanding anything contained under section 185 and 188 of the Companies Act, 2013 to ensure smooth transfer of liabilities to the Resulting company-1 as envisaged



in the scheme the Demerged company, Resulting Company -1 may provide corporate guarantee or security to any of the party to this scheme for temporary period as per the understanding with the respective lender and as may be agreed by the board of the Respective Companies.

- (iv) Without prejudice to the provisions of the foregoing clauses and upon the Scheme becoming effective, the Demerged Company and the Resulting Company-1, if required, may execute any instruments or documents or do all acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the ROC to give formal effect to the above provisions.
- (v) Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Resulting Company-1 alone shall be liable to perform all obligations in respect of the Transferred Liabilities and the Demerged Company shall not have any obligations in respect of the Transferred Liabilities, and the Resulting Company -1 shall indemnify the Demerged Company in this behalf.
- (vi) It is expressly provided that, save as mentioned in this Clause, no other term or condition of the Transferred Liabilities is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
- (vii) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Scheme, if approved by Hon'ble NCLT, shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall stand modified and/or superseded by the foregoing provisions.

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

- (i) Upon the coming into effect of this Scheme and with effect from the Appointed Date, any and all contracts, agreements, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, tenancy or leasehold or hire purchase agreements and other instruments of whatsoever nature in relation to the Demerged Undertaking-1, to which the Demerged Company are a party or to the benefits of which, the Demerged Undertaking-1 may be eligible and which are subsisting or having effect immediately before the Effective Date shall be in full force and effect, on or against or in favor of the Resulting Company- 1and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company-1 had been a party or beneficiary or oblige thereto;

(ii) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all permits, quotas, rights, entitlements, licenses including those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature, leave and license agreements, trade mark licenses including application for registration of trade mark, storage & warehousing agreements, commission agreements, Lease agreements, Hire Purchase Agreements, franchisee agreements in relation to the Demerged Undertaking-1 to which the Demerged Company are a party or to the benefit of which the Demerged Company may be eligible and which are subsisting or having effect immediately before the Effective Date shall be and remain in full force and effect in favour of or against Resulting Company -1 as the case may be, and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company-1 had been a party or beneficiary or oblige thereto;

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

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

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



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

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

5. EMPLOYEE MATTERS

- (i) Upon the coming into effect of this Scheme and with effect from the Appointed Date, the services of all Employees of the Demerged Company employed in the Demerged Undertaking -1 shall stand transferred to the Resulting Company -1 on the same terms and conditions at which these Employees are engaged by the Demerged Company without any interruption of service as a result of the transfer. The Resulting Company -1 also undertakes to accept and abide by any change in terms and conditions that may be agreed/ affected by the Demerged Company with all such Employees between the Appointed Date and Effective Date.
- (ii) The Resulting Company -1 undertakes to continue to abide by any agreements / settlements entered into by the Demerged Company in respect of Demerged Undertaking -1 with any union / representatives of the Employees of the Demerged Company. The Resulting Company-1 agrees that the services of all such employees with the Demerged Company up to the Effective Date shall be taken into account for the purpose of all retirement benefits payable by the Resulting Company-1 to such employees subsequently. The Resulting Company-1 further agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, such past services with the Demerged Company shall also be taken into account and agrees and undertakes to pay the same as and when payable.
- (iii) In so far as the existing provident fund, gratuity fund and pension and/or superannuation fund, employees state insurance schemes, trusts, retirement fund or benefits and any other funds or benefits created by the Demerged Company for the Employees related to the Demerged Undertaking -1 (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which are preferable to the Employees related to the Demerged Undertaking -1 being transferred to the Resulting Company -1 in terms of Sub Clause (j) of Clause 5 above shall be transferred to the Resulting Company-1 and shall be held for their benefit pursuant to this Scheme. The Resulting Company -1 in its sole discretion, will establish necessary Funds to give effect to the above transfer or deposit the same in the schemes governed under the applicable laws and rules made there under, as amended from time to time, namely Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and/or Employees State Insurance Act, 1948 and/or Payment of

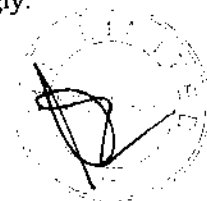
Gratuity Act, 1972. In the event that the Resulting Company does not have its own funds in respect of any of the above, the Resulting Company -1 may, subject to necessary approvals and permissions, continue to contribute to the relevant Funds of the Demerged Company, until such time that the Resulting Company -1 creates its own fund, at which time the Funds and the investments and contributions pertaining to the Employees related to Demerged Undertaking -1 shall be transferred to the funds created by the Resulting Company -1.

6. LEGAL PROCEEDING

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

7. INCOME TAX AND OTHER PROVISIONS

- (i) Upon the Scheme becoming effective, the Demerged Company and the Resulting Company-1 shall have the right to revise their respective financial statements and returns along with prescribed forms, filings and Annexures under the Income Tax Act, 1961, central sales tax, applicable state value added tax, service tax law, excise duty laws and other tax laws, and to claim refunds and/or credit for taxes paid (including minimum alternate tax, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.
- (ii) Any refunds or credits, under the Income Tax Act, 1961, Service tax laws, excise duty laws, central sales tax, applicable state value added tax laws or other applicable laws/regulations dealing with taxes/ duties/ levies due to Demerged Company relating to Demerged Undertaking - 1 consequent to the assessment made on Demerged Company (including any refund for which no credit is taken in the accounts of the Demerged Company) as on the date immediately preceding the Appointed Date shall also belong to and be received by the Resulting Company - 1 upon this Scheme becoming effective.
- (iii) The tax payments (including but not limited to income tax, service tax, excise duty, central sales tax, applicable state value added tax, etc.) whether by way of tax deducted at source, advance tax or otherwise howsoever, by the Demerged Company relating to Demerged Undertaking - 1 after the Appointed Date, shall be deemed to be paid by the Resulting Company - 1 and shall, in all proceedings, be dealt with accordingly.



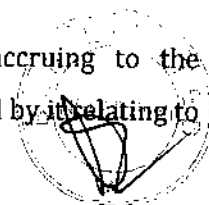
- (iv) Further, any tax deducted at source by Demerged Company with respect to Demerged Undertaking - 1 on transactions with the Resulting Company-1, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Resulting Company and shall, in all proceedings, be dealt with accordingly.
- (v) Upon the Scheme coming into effect, any obligation of tax at source on any payment made by or to be made by the Demerged Company relating to Demerged Undertaking - 1 shall be made or deemed to have been made and duly complied with by the Resulting Company-1.
- (vi) All intangible assets (including but not limited to goodwill) belonging to but not recorded in the books of account of the Demerged Company relating to Demerged Undertaking - 1 and all intangible assets (including but not limited to goodwill) arising or recorded in the process of the demerger in books of account of Resulting Company-1 shall, for all purposes, be regarded as an intangible asset in terms of Explanation 3(b) to Section 32(1) of the Income Tax Act, 1961 and Resulting Company-1 shall be eligible for depreciation there under at the prescribed rates.

8. OTHER PROVISIONS

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

9. CONDUCT OF BUSINESS

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



the Demerged Undertaking-1 shall, for all purposes, be treated as the income, expenditures, profits, taxes or losses, as the case may be, of the Resulting Company-1.

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

10. SAVING OF CONCLUDED TRANSACTIONS

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



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

1. TRANSFER OF DEMERGED UNDERTAKINGS -2

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

2. TRANSFER OF ASSETS

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



