

SCHEME OF AMALGAMATION
BETWEEN
RESTILE CERAMICS LIMITED (CIN: L26931GJ1986PLC102350)
AND
BELL GRANITO CERAMICA LIMITED (CIN: U18907GJ1993PLC018901)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
(UNDER SECTIONS 230 to 232 OF THE COMPANIES ACT, 2013)

PREAMBLE

This Scheme of Amalgamation (as defined hereinafter) is presented pursuant to the provisions of Sections 230 to 232 of the Act (as defined hereinafter) and other relevant provisions of the Act, as may be applicable, and also read with Section 2(1B) and other relevant provision of the Income-tax Act, 1961 in relation to amalgamation of Restile Ceramics Limited with Bell Granito Ceramica Limited and for matters consequential, supplemental and/or otherwise integrally connected therewith.

(A) Description of Companies

1. Restile Ceramics Limited having CIN: L26931GJ1986PLC102350 ("RCL" or "Transferor Company")

(i) The Transferor Company was incorporated on 26th day of May, 1986 as Restile Ceramics Private Limited with the Registrar of Companies, Andhra Pradesh under the provisions of the Companies Act, 1956. The word "Private" was deleted with effect from 23rd January 1989 in terms of section 21, 31, 44 of the Companies Act, 1956 resulting into **Restile Ceramics Limited**. The Transferor Company is listed on Bombay Stock Exchange Limited ('BSE'). The Registered office of the Transferor Company was shifted to the state of Gujarat on 15th May 2018 from the



state of Andhra Pradesh under section 13(5) of the Companies Act, 2013 by order of Regional Director for change of state and is having its registered office at 204, Sakar Complex, Opp Abs Tower, Vaccine Crossing, Old Padra Road, Vadodara 390015, Gujarat.

(ii) The Transferor Company is in the business of manufacturing flooring tiles and full body homogenous vitrified tiles.

2. Bell Granito Ceramica Limited (“BGCL” or “Transferee Company”)

(i) The Transferee Company was incorporated on 29th day of January 1993 as Bell Futura Tiles Limited, a public limited company, with the Registrar of Companies, Gujarat, under the provisions of the Companies Act, 1956 having its registered office at At& Post Village Gavasad taluka, Padra, Baroda – 391430, Gujarat. The Transferee Company changed its name to Bell Granito Ceramica Limited on 13th May 1994.

(ii) The Transferee Company is also engaged in the business of manufacturing of flooring tiles and vitrified flooring tiles.

(B) Rationale and Purpose of the Scheme

The Transferor Company is engaged in the business of vitrified ceramic tiles since last 3 decades. The Transferor Company has been closely associated with the Transferee Company (*engaged in the similar business*) and as on date is directly or indirectly held by the same Promoter Group. The Transferor Company due to non-availability of natural gas (a key component) for its production process at its Hyderabad plant has been dependent on the Transferee Company for its sustainability, supplies and continuity of business.

In this regard, the proposed amalgamation of Transferor Company into Transferee Company shall result into several advantages to all the companies and their stakeholders. Some of them, *inter alia*, are:

(i) The Transferor Company is listed on BSE and having 23,309 public shareholders holding 28.04% stake in the Transferor Company. The



proposed amalgamation would provide sustainability and viability to business of Transferor Company and thereby would be in interest of such public shareholders;

- (ii) The proposed amalgamation of the Transferor Company with Transferee Company would achieve the following: –
 - a. Reduction in overheads, administrative, managerial and other expenditure;
 - b. Significant reduction in the multiplicity of legal and regulatory compliances;
 - c. Rationalization of inter-company / related party transactions; and
 - d. Streamlining the cashflow, effective utilization of the tax credits
- (iii) The proposed amalgamation would provide a greater financial strength base for the Transferor Company, which would result in maximizing overall public shareholders value, and will improve the overall position of the entity;
- (iv) Subsequent to the proposed amalgamation, the Transferee Company would be listed on a recognized stock exchange and this would overall improve the position / marketability and enhance branding and corporate value of the merged entity; and
- (v) The proposed merger shall not be prejudicial to the interest of the shareholders including public shareholders and shall not have any adverse impact on creditors and other stakeholders of the Transferor Company and Transferee Company.

In view of the aforesaid, the Board of Directors of Transferor Company and Transferee Company have considered and proposed the Scheme, in nature of amalgamation for consolidation of operations carried by Transferor Company into Transferee Company, under Sections 230 to 232 and other relevant provisions of the Companies Act, 2013.



(C) Operations of the Scheme

This Scheme provides for:

- (i) Amalgamation of the Transferor Company with the Transferee Company and the consequent issue of shares by the Transferee Company to the shareholders of Transferor Company in the manner set out in this Scheme *(as defined hereinafter)* and other applicable provisions of Applicable Law.

(D) Treatment of Scheme for the purpose of the Income Tax Act, 1961

This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) and other applicable provisions of the Income-tax Act, 1961. If any of the terms or provisions of this Scheme is/are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961 at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(1B) of the Income-tax Act, 1961.

DEFINITION, DATE OF TAKING EFFECT & SHARE CAPITAL

1. DEFINITIONS

In this Scheme (as defined hereinafter), unless inconsistent with the subject, the following expressions shall have the meaning respectively assigned against them below:

- 1.1 **"Act" or "The Act"** means the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions, for time being in force, including any statutory modifications, re-enactments or amendments thereof.

- 1.2 **"Accounting Standards"** means the Indian Accounting Standards as notified



under Section 133 of the Act read together with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time, issued by the Ministry of Corporate Affairs and the other accounting principles generally accepted in India.

- 1.3 **“Applicable Laws”** means any applicable central, provincial, local or other law including all applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Companies; (b) permits; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Companies.
- 1.4 **“Appointed Date”** shall mean the opening of business hours on 1st April 2020.
- 1.5 **“Appropriate Authority”** means any government, statutory, departmental or public body or authority in India including NCLT.
- 1.6 **“Board of Directors” or “Board” or “Management”** in relation to Transferor Company and Transferee Company, as the case may be, means the board of directors of such company, and shall include a committee of directors or any person authorized by the board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining of the Scheme.
- 1.7 **“Effective Date”** means the last of the date on which the conditions specified in Clause 18 of this Scheme are fulfilled with respect to the Scheme. References in this Scheme to the date of “coming into effect of this Scheme” or “upon the Scheme being effective” shall mean the Effective Date.



- 1.8 **“National Company Law Tribunal” or “NCLT”** means the National Company Law Tribunal, Ahmedabad Bench at Ahmedabad, Gujarat.
- 1.9 **“Record Date”** means such date after the Effective Date fixed by the Board of the Transferee Company for the purpose of determining the shareholders of the Transferor Company to whom shares of the Transferee Company shall be allotted pursuant to amalgamation under this Scheme.
- 1.10 **“RoC”** means the Registrar of Companies having jurisdiction over the Transferor Company and Transferee Company as the case may be.
- 1.11 **“SAST Regulations”** means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time;
- 1.12 **“Scheme of Amalgamation” or “this Scheme” or “the Scheme”** means this Scheme of Amalgamation and Arrangement of Restile Ceramics Limited with Bell Granito Ceramica Limited in its present form or with any modification(s) as approved by the NCLT.
- 1.13 **“SEBI”** means the Securities Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992.
- 1.14 **“Transferor Company”** shall have the meaning assigned to it in paragraph A (1) of the Preamble of the Scheme.
- 1.15 **“Transferee Company”** shall have the meaning assigned to it in paragraph A (3) of the Preamble of the Scheme.



1.16 **“Undertaking”** shall mean and include all the businesses, undertakings, properties, investments, liabilities of whatsoever nature, kind and wheresoever situated, of the Transferor Company, together with all their assets and liabilities and shall mean and include (without limitation):

- a) All the assets (including intangible assets) and properties of the Transferor Company including, without limitation, offices, plant and machineries, equipment, interest, capital work in progress, installations, appliances, tools, accessories, freehold land, leasehold land and any other title, interests or right in such immovable assets, buildings and structures, offices, furniture, fixtures, office equipment, computers, goodwill and other intangibles assets and all stocks on the Appointed Date;
- b) All the debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date both present and future, whether provided for or not in the books of accounts or disclosed in the balance sheet, whether secured or unsecured, all guarantees, assurances, commitments and obligations of any kind, nature or description, whether fixed, contingent or absolute, asserted or not asserted, matured or not matured, liquidated or unliquidated, accrued or not accrued, known or unknown, due to become due, whenever or however arising pertaining to the Transferor Company;
- c) Without prejudice to the generality of sub-clause (a) and (b) above, the Undertaking of the Transferor Company shall include –
 - i. All movable and immovable properties, assets, including leasehold rights, tenancy rights, industrial and other licenses, registrations, permits, authorizations, trademarks, copyrights, patents and other industrial and intellectual properties, electrical connections, telephones, telex, facsimile and other communications facilities and equipment, rights and benefits of all agreements, pending applications and all other interest, rights and powers of every kind.



- nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of the Transferor Company;
- ii. All current assets including inventories; sundry debtors; receivables; cash and bank accounts (including bank balances), fixed deposits, loans and advances, actionable claims, bills of exchanges and debit notes of the Transferor Company;
 - iii. All agreements, contracts, arrangements, understandings, engagements, deeds and instruments including lease/ license agreements, tenancy rights, equipment purchase agreement and other agreements with the customers, purchase and other agreements / contracts with the supplier/ manufacturer of goods / service provider and all rights, title, interest, claims and benefits there under of the Transferor Company;
 - iv. All application monies, advance monies, earnest monies and security deposits paid or deemed to have been paid and payments against other entitlements of the Transferor Company;
 - v. It is clarified that all debts, loans and liabilities, duties and obligations of the Transferor Company as on the Appointed Date and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the date of the Appointed Date shall be debts , loans and liabilities, duties and obligations of the Transferee Company including any encumbrances on the assets of the Transferor Company or any income earned from those assets.
 - vi. All intellectual property rights (including applications for registrations of the same and the right to use such intellectual property rights), trade and service names and marks, patents, copyrights, brand names, trademarks including Restile R Logo (Trade Mark No. 2905177), Mirrorstone (Trade Mark No. 1261889), Impacta (Trade Mark No. 1120183), Restile (Trade Mark No. 562342) , Pearl Rock (Trade Mark No. 1457843), Granamite (Trade Mark No. 1507358)



and other intellectual property rights of any nature whatsoever, trade secrets, confidential information, domain names, books, records, files, papers, software licenses (whether proprietary or otherwise), data and all other records and documents whether in physical or electronic form relating to the business activities and operations of the Transferor Company;

- vii. all staff, workmen and employees of the Transferor Company engaged in or in relation to the business of the Transferor Company at respective offices and all provisions and benefits made in relation to such employees including but not limited to provident funds, registrations and reserves;
- viii. All books, records, files, papers, engineering and process information, computer programs, software licenses (whether proprietary or otherwise), drawings, 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 of the Transferor Company;
- ix. all investments held the Transferor Company whether listed / unlisted company shares, units of mutual funds and rights, privileges and obligations attaching to such investments;
- x. all taxes including (but not limited to) Minimum Alternate Tax ("MAT") paid under Section 115JAA/ 115JB of the Income-tax Act, duties, cess of whatsoever nature refundable / receivable to the Transferor Company from any statutory / governmental authority. Also, including but not limited to the benefit(s) under Income-tax Act, 1961 (including tax relief under the Income-tax Act, 1961 such as credit for advance tax, TDS, etc.), Goods and Service Tax (GST), service tax (including benefit of any unutilized GST/ CENVAT / service tax credits etc.) permits, approvals, concessions, reliefs, rights to use



and avail of assets shall, without any further act, instrument or deed stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company, free from all encumbrances, but subject to subsisting charges and pledges, if any.

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

2. **DATE OF TAKING EFFECT AND OPERATIVE DATE** The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT shall be effective from the Appointed Date but shall be operative from the Effective Date.

3. **SHARE CAPITAL**

3.1 The Share Capital of the Transferor Company as on 31st March 2019:

Particulars	Amount (INR)
Authorized Capital	
10,00,00,000 equity shares of INR 10/- each	100,00,00,000
Total	100,00,00,000
Issued, Subscribed and Paid-up	
9,82,79,239 equity shares of INR 10/- each fully paid up	98,27,92,390
Total	98,27,92,390

Subsequent to 31st March 2019, there has been no change in the authorized capital and issued, subscribed and paid-up capital of Transferor Company.



3.2 The Share Capital of Transferee Company as on 31st March 2019 is as follows:

Particulars	Amount (INR)
Authorized Capital	
38,00,00,000 equity shares of INR 10/- each	380,00,00,000
Total	380,00,00,000
Issued, Subscribed and Paid-up	
36,48,45,366 equity shares of INR 10/- each fully paid up	364,84,53,660
Total	364,84,53,660

Subsequent to 31st March 2019, there has been no change in the authorized capital and issued, subscribed and paid-up capital of Transferee Company.



4. TRANSFER AND VESTING OF UNDERTAKING OF TRANSFEROR COMPANY

4.1 Upon the coming into effect of this Scheme, and with effect from the Appointed Date, and subject to the provisions of the Scheme in relation to mode of transfer and vesting, the Undertaking of Transferor Company shall without any further act, instrument or deed, be and stand transferred to and vested in and/ or be deemed to have been transferred to and vested in Transferee Company so as to become on and from the Appointed Date the estate, assets, rights, title, interests and authorities of Transferee Company, pursuant to the provisions of Section 230 to 232 of the Act.

4.2 Without prejudice to generality of the aforesaid clause 4.1 above –

(a) All assets (including intangible assets) and properties of Transferor Company as are movable in nature or incorporeal property or otherwise capable of transfer by delivery of possession or by endorsement and / or delivery, the same shall stand so transferred by the Transferor Company upon the coming into effect of the Scheme, to the end and intent that the rights, titles, interest and property therein passes to Transferee Company and shall, become the assets and property of Transferee Company with effect from the Appointed Date pursuant to the provisions of Section 232 of the Act, without requiring any deed or instrument of conveyance for transfer of the same. No additional stamp duty shall be payable on the transfer of such movable properties (including shares and other investments) upon its transfer and vesting in Transferee Company.

(b) In respect of other assets pertaining to the Transferor Company including actionable claims, sundry debtors, outstanding loans, advances, recoverable in cash or kind or for value to be received and deposits / bonds with the government, semi-government, local and other authorities and bodies, customers or any other person, the same



shall, without any further act, instrument or deed, be transferred and vested in Transferee Company on the Effective Date pursuant to the provisions of Section 230 to Section 232 and all other applicable provisions, if any, of the Act, with effect from the Appointed Date. It is hereby clarified that all the investments made by Transferor Company and all the rights, title and interests of Transferor Company in any leasehold properties in relation to the Undertaking of the Transferor Company shall, pursuant to Section 230 to 232 and all other applicable provisions, if any, of the Act and the provisions of this Scheme, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in Transferee Company.

- (c) Any and all immovable properties (including land together with the building and structures standing thereon) of Transferor Company, whether freehold or leasehold and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in Transferee Company, without any act or deed done by the Transferor Company or Transferee Company. With effect from the Appointed Date, Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, municipal taxes and fulfill all obligations, in relation to or applicable to such immovable properties. The mutation of title to the immovable properties in the name of Transferee Company shall be made and duly recorded upon this Scheme being effective in accordance with the terms hereof without any further act or deed on part of the Transferee Company except the payment of stamp duty, as may be applicable for such Scheme..
- (d) In respect of such of the assets belonging to Transferor Company other than referred to in clause (a) to (c) above, the same shall be transferred to and vested in and / or deemed to be transferred to and



vested in Transferee Company on the Appointed Date pursuant to the provisions of Section 232 of the Act.

- (e) All debts, loans and liabilities, duties and obligations of the Transferor Company as on the Appointed Date and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or upto the day of the Appointed Date shall be the debts, loans and liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of the Transferor Company or any income earned on those assets.
- (f) It is hereby clarified that if any Assets (freehold or leasehold, fixed or current, tangible or intangible) or any contract, deeds, bond, agreements, schemes, arrangements or other instruments of whatsoever nature in which the Transferor Company owns or the Transferor Company is a party and which cannot be transferred to the Transferee Company for any reason whatsoever, the Transferor Company shall hold such Assets or contracts, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Transferee Company in so far as it is permissible so to do, till such time as the transfer is effected.

- 4.3 All permits, approvals, consents, quotas, rights, authorizations, entitlements, registrations, no-objection certificates and licenses including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which the Transferor Company are a party or to the benefit of which the Transferor Company may be entitled to use or which may be required to carry on the operations of the Transferor Company, and which is subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of Transferor Company,



Transferee Company had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant statutory authorities in favour of the Transferee Company in accordance in law.

4.4 The entitlement to various benefits under exemption schemes, incentive schemes, subsidies / grant, tax holiday, any privileges enjoyed / conferred upon/ held/ availed of by the Transferor Company and insurance policies in relation to the Undertaking of Transferor Company shall stand transferred to and be vested in and/ or deemed to have been transferred to and vested in Transferee Company together with all benefits, entitlements and incentives of any nature whatsoever. Such entitlements shall include incentives available under Applicable Laws in relation to the Undertaking of Transferor Company to be claimed by the Transferee Company with effect from the Appointed Date as if the Transferee Company was originally entitled to all such benefits under such incentive schemes and / or policies, subject to continued compliance by the Transferee Company of all the terms and conditions based on which the benefits under such incentive schemes were made available to Transferor Company.

4.5 Transferee Company, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds, writings, confirmations or notices with, or in favour of, any other party to any contract or arrangement to which Transferor Company is the party or any writings as may be necessary to be executed in order to give formal effect to the provisions of the Scheme. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of Transferor Company and to implement and carry out all such formalities or compliance referred to above for and on behalf of the Transferor Company.

4.6 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all liabilities, including, without limitation, all secured and



unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, contingent liabilities, duties, obligations of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilized for their business activities and operations in relation to the Undertaking of the Transferor Company, shall, pursuant to the sanction of this Scheme by the NCLT and under the provisions of Section 230 to Section 232 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing being made, done or executed, be transferred to, and vested in, or be deemed to have been transferred to, and vested in, Transferee Company, and such liabilities shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become, as on and from the Appointed Date, the liabilities, debts, duties and obligations of Transferee Company on the same terms and conditions as were applicable to Transferor Company, and Transferee Company shall meet, discharge and satisfy the liabilities and it shall not be necessary to obtain the consent of any third party or any other person who is a party to any contract or arrangement by virtue of such liabilities have arisen in order to give effect to the provisions of this Clause.

- 4.7 All debts, liabilities along with any charge, encumbrance, lien or security created by the Transferor Company, duties and obligations of Transferor Company shall, as on the Appointed Date, whether or not provided in the books of Transferor Company, and all debts and loans raised and used, and duties, liabilities and obligations incurred or which arise or accrue to Transferor Company on or after the Appointed Date till the Effective Date shall be deemed to be and shall become the debts, loans raised and used, duties, liabilities and obligations incurred by the Transferee Company by virtue of the Scheme. It is hereby clarified that the debt, liabilities along with any charge, encumbrance, lien or security shall be taken over by the Transferee Company at the same terms and conditions as applicable to



Transferor Company and there shall no change in the charge/ encumbrances/ security provided to the end and intent that in no case, such charge, lien, encumbrance or security shall extend or be deemed to extend to any assets of the Transferee Company.

- 4.8 Where any such debts, liabilities, duties and obligations of Transferor Company as on the Appointed Date have been discharged by the Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon coming into effect of this Scheme.
- 4.9 All loans raised and utilized and all liabilities duties and obligations incurred or undertaken by Transferor Company on or 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 Act, without any further act, instrument or deed be and shall be transferred to and vested in Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- 4.10 For avoidance of doubt and without prejudice to generality of the applicable provisions of the Scheme, it is clarified that with effect from the Effective Date and till such time that the name in the bank accounts of the Transferor Company have been replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of Transferor Company after the Effective Date shall be accepted by the bankers of the



Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation of deposition of cheques and pay orders that have been issued in the name of the Transferor Company. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company in relation to the cheques and other negotiable instruments, payments order received or presented for encashment which are in the name of Transferor Company shall be instituted, or as the case may be, continued by or against the Transferee Company after the coming into effect of the Scheme. With effect from the Effective Date and till the time any regulatory registrations of the Transferor Company are expired or suspended and if any regulatory filings are required to be done on such registrations, the Transferee Company shall be entitled to do so to comply with the relevant regulations.

- 4.11 Any amount including refund if any under the Tax laws due to the Transferor Company consequent to the assessment proceedings or otherwise and which may not have been received by the Transferor Company as on the date immediately preceding the Appointed date shall also belong to and be receivable by Transferee Company upon the Scheme being effective.
- 4.12 If and to the extent there are investments, loans, deposits or balances inter-se between Transferor Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and suitable effect from the Effective Date shall be given. There would be no accrual of interest or other charges in respect of any such investments, loans, deposits or balances inter-se between the Transferor Company and Transferee Company from the Appointed Date.



4.13 This Scheme shall not, in any manner, affect the rights of any of the Creditors / public shareholders of the Transferor Company.

5. VALIDITY OF EXISTING RESOLUTIONS, ETC.

The resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall be continued to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.

6. CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, 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, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or have effect immediately before the date of NCLT approval to the Scheme is received, shall continue in full force and effect on or against or in favor of, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or beneficial owner or obligee thereto or there under.

6.2 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, registrations, certificates, clearances, authorities, power of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company, as if



the same were originally given by, issued to or executed in favour of Transferee Company and Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications and do all such acts or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

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

7. LEGAL PROCEEDINGS

7.1 All legal proceedings of whatsoever nature by or against the Transferor Company pending and/ or arising on or after the Appointed Date and relating to the Transferor Company shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company, if this Scheme had not been made.

7.2 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 7.1 above transferred in its name respectively and to have the same continued,



prosecuted and enforced by or against Transferee Company to the same extent as would or might have been continued and enforced by or against the Transferor Company, to the exclusion of the Transferor Company.

8. STAFF, WORKMEN & EMPLOYEES

- 8.1 Upon the Scheme becoming effective, all employees of the Transferor Company in service on the date on which NCLT approval to the Scheme is received shall be deemed to have become employees of the Transferee Company with effect from the Appointed Date without any break, discontinuance or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with Transferee Company shall be the same as those applicable to them with reference to the Transferor Company on the date on which NCLT approval to the Scheme is received. The Transferee Company further agrees that for the purpose of payment of any retirement benefit / compensation, such immediate uninterrupted past services with the Transferor Company shall also be taken into account and paid (as and when payable) by Transferee Company.
- 8.2 In so far as the existing provident fund, gratuity fund and pension and/ or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by the Transferor Company (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which pertains/ relates to the employees of the Transferor Company shall be transferred to the Transferee Company and shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. The Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Company or be transferred to and merged with other similar funds, if any, of



the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above, the Transferee Company may, subject to necessary approvals and permissions, continue to contribute to the relevant Funds of the Transferor Company, until such time that the Transferee Company creates its own fund, at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Company shall be transferred to the funds created by the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of the said fund or funds.

8.3 With effect from the first of the dates of filing of this Scheme with the NCLT and up to and including the Effective Date, Transferor Company shall not vary or modify the terms and conditions of employment of any of their said employees, except with the written consent of Transferee Company, unless it is in the ordinary course of business. However, the terms and conditions of their employment with Transferee Company shall be the same as those on which they were engaged in Transferor Company.

8.4 In relation to those employees for whom Transferor Company is making contributions to the government provident fund, if any, Transferee Company shall stand substituted for Transferor Company, as the case may be, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such employees.

9. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

9.1 With effect from the Appointed Date and up to and including the Effective Date, Transferor Company shall carry on their business with reasonable diligence and except in the ordinary course of business, Transferor Company shall not, without prior written consent of the Transferee Company or pursuant to any



pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose of, any of the assets of the Undertaking of Transferor Company or any part thereof.

- 9.2 The Transferor Company shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest of the Transferor Company for and on account of, and in trust for the Transferee Company.
- 9.3 All profits and cash accruing to or losses arising or incurred (including the effect of all taxes (for instance income tax, customs duty, GST, etc.) if any thereon), by the Transferor Company, respectively, shall for all purposes, be treated as the profits and cash, taxes or losses of the Transferee Company.
- 9.4 Any of the rights, powers, authorities or privileges exercised by Transferor Company shall be deemed have been exercised by the Transferor Company for and on behalf of, and in trust for as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent for Transferee Company.
- 9.5 The Transferee Company shall be entitled to apply to the Central Government and any other Government or statutory or regulatory authorities/ agencies/ body concerned as are necessary under any law for such consents, approvals, licenses, registrations and sanctions which Transferee Company may require to carry on the business of Transferor Company.

10. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, liabilities and obligations pertaining /relating to the Transferor Company, pursuant to this Scheme, and the continuance of the proceedings by or against the Transferee Company, under Clause 7 hereof shall not affect any transactions or proceedings already



completed by the Transferor Company, on and after the Appointed Date to the end and intent that Transferee Company accepts all acts, deeds and things done and executed by and/ or on behalf of the Transferor Company, as acts, deeds and things done and executed by and on behalf of Transferee Company.

11. CONSOLIDATION OF AUTHORIZED CAPITAL AND AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE TRANSFEREE COMPANY

11.1 Upon coming into effect of this Scheme, the authorized share capital of the Transferor Company amounting to INR100,00,00,000 (Rupees Hundred Crores Only) consisting of 10,00,00,000 (Ten Crores) equity shares of INR 10/- (Ten) each, or such amount as may be on the Effective Date, shall be consolidated with the authorized share capital of the Transferee Company, without any further act or deed and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees have already been paid by the Transferor Company on such authorized capital.

11.2 Pursuant to the Scheme and after the Scheme becomes effective, **Clause V of the Memorandum of Association of the Transferee Company shall be amended as below:**

V. "The authorized share capital of the Company is Rs4,80,00,00,000/- (Four Hundred Eighty Crores Only) divided into 48,00,00,000 (Forty Eight Crores) equity shares of Rs 10/- (Ten) each.

11.3 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 and Articles of Association of the Transferee Company as may be required under the Act, and Clause V of the Memorandum of Association of the Transferee Company.



12. CONSIDERATION

12.1 Upon the Scheme becoming effective, in consideration of the amalgamation of the Transferor Company with the Transferee Company, the Transferee Company shall, without any further act or deed, issue and allot its shares, at par credited as fully paid up to the extent indicated below, to the members of Transferor Company, whose name is recorded in the register of members of the Transferor Company on the Record Date in the following ratio:

- **With respect to the Equity Shareholders of Transferor Company**

"1 (One) new share of the Transferee Company of the face value of INR.10/- (Rupees Ten Only) each, credited as fully paid-up for every 3 (Three) equity share of INR.10/- (Rupees Ten Only) each fully paid-up held by such member in the Transferor Company"

12.2 The equity shares issued and allotted pursuant to Scheme of Amalgamation and Arrangement shall be hereinafter referred to as 'New Shares'.

12.3 The Share Exchange Valuation Reports dated 29th November 2019 have been obtained from N S Kumar & Co., Independent Chartered Accountant, having Registration No. 139792W and Niranjana Kumar, Registered Valuer, having IBBI Registration No IBBI/RV/06/2018/10137 for providing the share exchange ratio for the amalgamation of Transferor Company with the Transferee Company under the Scheme.

12.4 A Fairness Opinion dated 29th November 2019 has been obtained from Kunvarji Finstock Private Limited a SEBI Registered Category I Merchant Banker, having SEBI Registration No INM000012564 providing the fairness opinion on the Share Exchange Ratio recommended by N S Kumar & Co., Independent Chartered Accountants and Niranjana Kumar, Registered Valuer in connection with amalgamation of Transferor Company with the Transferee Company under the Scheme.



- 12.5 The New Shares shall be issued and allotted by the Transferee Company in physical form or DEMAT form, as applicable, to the respective shareholder(s) of Transferor Company.
- 12.6 Upon the Scheme becoming effective and upon the New Shares being issued and allotted as per Clause 12.1 above, the equity shares of Transferor Company in physical form shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date.
- 12.7 The Transferee Company in respect of fractional entitlement shall issue no fractional shares, if any, to the shareholders of the Transferor Company and the fractions shall be rounded upto the nearest whole number. Further, each shareholder of the Transferor Company shall get at least one share of the Transferee Company.
- 12.8 The New Shares to be issued and allotted as per Clause 12.1 above shall be subject to the provisions of Memorandum and Articles of Association of the Transferee Company and shall rank pari-passu in all respects with the equity shares of the Transferee Company as on Effective Date, including that any dividend that may be declared by the Transferee Company on or after the Effective Date.
- 12.9 Upon the Scheme being effective, the Transferee Company shall apply for listing of its Equity Shares on the BSE in terms of and in compliance of SEBI Circular dated 03 January 2018, no. CFD/DIL3/CIR/2018/2 and dated 10 March 2017, no. CFD/DIL3/CIR/2017/21 and other relevant SEBI provisions as may be applicable from time to time. The Equity Shares of the Transferee Company shall remain frozen in the depository system till listing/ trading permission has been granted by the BSE. Further, there shall be no change in the shareholding pattern of the Transferee Company between the Record



Date and the listing of its Equity Shares which may affect the status of approval of BSE.

12.10 The issue and allotment of New Shares to the respective shareholders of the Transferor Company as provided in this Scheme, is an integral part thereof and shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid down under section 42, 62 of the Act and any other applicable provisions of the Act, and such other statutes and regulations as may be applicable were duly complied with.

13. ACCOUNTING TREATMENT FOR AMALGAMATION

The Amalgamation of the Transferor Company with Transferee Company shall be accounted for as per the "pooling of interest method" of accounting as per Accounting Standard-14 issued by the Institute of Chartered Accountants of India subject to the following:

- 13.1 The Transferee Company shall, upon the Scheme coming into effect record the assets and liabilities, including reserves of Transferor Company vested in it pursuant to the Scheme, at their respective book values thereof as appearing in the books of the Transferor Company and in the same form with effect from the Appointed date.
- 13.2 The reserves of the Transferor Company at the close of the business of the day immediately preceding the respective Appointed date will be merged with those of the Transferee Company in the same form as they appear in the financial statements of the Transferor Company. Balances in the Profit & Loss account of the Transferor Company shall be similarly aggregated with the balances in Profit & Loss account of the Transferee Company. In other words, the identity of the reserves of the Transferor Company shall be preserved in the hand of the Transferee Company.
- 13.3 To the extent that there are inter-corporate loans or balances between the Transferor Company inter se and / or the Transferor Company and the



Transferee Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of the Transferee Company for reduction of any assets or liabilities, as the case may be. For the removal of doubts, it is hereby clarified that there would be no accrual of interest or other charges in respect of any such inter-company loans or balances with effect from the Appointed Date.

- 13.4 In case of any difference in accounting policy between the Transferor Company and Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the reserves to ensure that the financial statements of Transferee Company will reflect the financial position on the basis of consistent accounting policy.
- 13.5 The difference arising between the carrying value of the assets, liabilities and reserves pertaining to the Transferor Company recorded in terms of Clause 13.1 & 13.2 and the value of shares issued in terms of Clause 12.1 in the books of Transferee Company shall be in case of deficit debited to the General Reserve/Retained Earnings and in case of surplus credited to Capital Reserves of the Transferee Company.

14. TREATMENT OF TAXES / TAX CREDITS

- 14.1 Any tax liabilities under the Income-tax Act, 1961, Wealth-tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Central Sales Tax Act, 1956 , any other state Sales Tax / Value Added Tax laws, Service Tax, Goods and Service Tax, stamp laws, registration fees or any other applicable laws/ regulations (hereinafter in this Clause referred to as "**Tax Laws**") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.
- 14.2 All taxes (including income tax and tax deducted at source, wealth tax, sales tax, excise duty, customs duty, service tax, GST, VAT, etc.) paid or payable



by the Transferor Company in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, GST, 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 operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.

- 14.3 Any refund under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 14.4 Without prejudice to the generality of the above, all benefits including claim of tax deduction at source, tax collection at source, advance tax and self-assessment tax and any similar credits or balances under the income tax, sales tax, excise duty, customs duty, service tax, GST, VAT, etc., or unabsorbed depreciation, brought forward losses to which the Transferor Company are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company. Similarly, the unabsorbed depreciation and brought forward losses of the Transferor Company as considered for the purposes of Explanation 1 to Section 115JB (2) of the Income-tax Act, 1961 shall stand transferred to the Transferee Company and the Transferee Company shall consolidate the same with its unabsorbed depreciation and brought forward losses for the purpose of Explanation 1 to Section 115JB (2) of the Income-tax Act, 1961.



14.5 The Amalgamation as contemplated in this Scheme would be completed in a manner so as 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 provisions of the said section at the later date including resulting from a retrospective 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. Furthermore, all credits or balances eligible for roll-over, set-off or carry forward under the Income-tax Act, 1961 including under Chapter VI of the Income-tax Act, 1961 shall be given effect to in compliance with the applicable provisions of the Income-tax Act, 1961.

15. CHANGE OF NAME OF THE TRANSFEREE COMPANY

15.1 Upon this Scheme becoming effective, the name of the Transferee Company shall stand changed to "Restile Ceramics Limited" as approved by the RoC, by simply filing the requisite forms with the Appropriate Authority and no separate act, procedure, instrument, or deed and registration fees shall be required to be followed under the Act.

15.2 Consequently, subject to clause 15.1 above;

"Clause I of the memorandum of association of the Transferee Company shall without any act, procedure, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 232 and other applicable provisions of the Act, and be replaced by the following clause:

"The Name of the Company is RESTILE CERAMICS LIMITED"

15.3 It is hereby clarified that, for the purpose of acts and events as mentioned in Clause 15.1 and 15.2, the consent of the shareholders of the Transferee Company to this Scheme shall be deemed to be sufficient for the purposes of



effecting the aforementioned amendment and that no further resolution under Section 13, Section 14 or any other applicable provisions of the Act, would be required to be separately passed, nor any additional fees (including fees and charges to the relevant RoC) or stamp duty shall be payable by the Transferee Company.

16. EXEMPTION UNDER SAST REGULATIONS

For the avoidance of doubt, it is clarified that pursuant to amalgamation of the Transferor Company into and with the Transferee Company, the issuance of equity shares of the Transferee Company to the shareholders of the Transferor Company as consideration for amalgamation of the Transferor Company into and with the Transferee Company in terms of the Scheme, is exempt under the provisions of the Regulation 10(1)(d)(ii) of SAST Regulations, and therefore, the requirement to make an "open offer" shall not be triggered in terms of the provisions of the SAST Regulations.

17. APPLICATION TO THE NCLT

17.1 The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make necessary applications to the NCLT Bench at Ahmedabad, where the respective registered offices of the Transferor Company and the Transferee Company are situated, for convening and/or seeking exemption to convene meetings of shareholders/ creditors and for sanctioning this Scheme under Sections 230 – 232 of the Act, for an order thereof, for carrying this Scheme into effect and for dissolution of Transferor Company without winding up.

17.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required under any law for such Governmental approvals which the Transferee Company may require to



own the undertaking of the Transferor Company and to carry on the business of the Transferor Company.

18. CONDITIONALITY TO THE SCHEME

The Scheme is and shall be conditional upon and subject to:

- (i) SEBI and Stock Exchanges approving this Scheme;
- (ii) The scheme is conditional upon scheme being approval by the PUBLIC shareholders through e-voting in terms of para 9 (a) of part I of Annexure I of SEBI circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 and the scheme shall be acted upon only if vote cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders against it.
- (iii) The Scheme being approved by the requisite majority in number and value of such classes of persons including the respective members and / or creditors of the Transferor Company and Transferee Company as may be directed by the NCLT.
- (iv) The sanction of the NCLT under sections 230 to 232 of the Act and other applicable provisions of the Act, if so required, in favour of Transferor Company and Transferee Company being obtained.
- (v) The requisite consent, approval or permission of the Governmental Authority which by law may be necessary for the implementation of this Scheme; and
- (vi) Certified or authenticated copies of the order of the NCLT sanctioning the Scheme being filed with the Registrar of Companies, Gujarat.

19. MODIFICATIONS/AMENDMENTS TO THE SCHEME

The Transferee Company and the Transferor Company by their respective Board of Directors or such other person or persons as the respective Board of Directors may authorise, including any committee or sub-committee thereof, may make and/or assent to any modifications/amendments to the Scheme or to any conditions or limitations that the NCLT and/or any other authority, as



may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors). The Transferee Company and the Transferor Company by their respective Board of Directors be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions of law or otherwise, 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. The aforesaid powers of the Board shall be exercised with the approval of the NCLT.



20. DISSOLUTION OF TRANSFEROR COMPANY

- 20.1 Upon the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up without any further act by the parties.
- 20.2 Any obligations/ steps which need to be undertaken by the Transferor Company pursuant to the sanction of this Scheme shall be fulfilled by the Transferee Company.

21. SEQUENCING OF EVENTS

- 21.1 Upon the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred / shall occur and become effective and operative, only in the sequence and in order mentioned as under:
- (i) Amalgamation of the Transferor Company into and with the Transferee Company in accordance with the Scheme;
 - (ii) Transfer of the Authorized Share Capital of the Transferor Company to the Transferee Company in accordance with Clause 11 of this Scheme, and consequential increase in the authorized share capital of the Transferee Company;
 - (iii) Dissolution of the Transferor Company without winding-up, in accordance with Clause 20 of this Scheme; and
 - (iv) Issue and allotment of equity shares of the Transferee Company to the shareholders of the Transferor Company as on the Record Date, in accordance with Clause 12.1 of this Scheme.
 - (v) Listing of the equity shares of the Transferee Company pursuant to sanction of the Scheme in compliance with Para (III)(A)(3) of Annexure I of Circular No. CFD/DIL3/CIR/2018/2 dated January 03, 2018.



22. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in Clause 18 not being obtained and/ or the Scheme not being sanctioned by the NCLT or such other appropriate authority, if any, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and agreed between the respective parties to this Scheme. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme unless otherwise mutually agreed.

23. COSTS, CHARGES AND EXPENSES

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

24. NO CAUSE OF ACTION

No third party claiming to have acted or changed his position in anticipation of the Scheme taking effect, shall get any cause of action against the Transferor Company or Transferee Company or their directors or officers, if this Scheme does not take effect or is withdrawn, cancelled, revoked, amended or modified for any reason whatsoever.



25. RESIDUAL PROVISIONS

In order to ensure the smooth transition and sales of products and inventory of the Transferor Company, manufacture and/or branded and/or labelled and/or packed in the name of the Transferor Company prior to the Effective Date, the Transferee Company shall have the right to own, use, market, sell, exhaust or in any manner deal with any such products and inventory (including packing material) pertaining to the Transferor Company at any manufacturing locations or warehouses or retail stores or elsewhere, without making any modification whatsoever to such products and/or their branding, packing or labelling. All invoices/payment related documents pertaining to such products and inventory (including packing material) shall be raised in the name of the Transferee Company after the Effective Date.

For RESTILE CERAMICS LIMITED


Director

