

SCHEME OF AMALGAMATION  
OF  
SRI HARINI TEXTILES LIMITED  
WITH  
THE RAMARAJU SURGICAL COTTON MILLS LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS  
(Under Sections 230 to 232 and other applicable provisions of the Companies  
Act, 2013 and the relevant Rules made thereunder)

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**PREAMBLE**

This Scheme of Amalgamation (the “Scheme” as more particularly defined hereinafter) is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. The Scheme provides for amalgamation of Sri Harini Textiles Limited (“SHTL” / “Transferor Company”) with The Ramaraju Surgical Cotton Mills Limited (“TRSCML” / “Transferee Company”). This Scheme also provides for various other matters consequential to or otherwise integrally connected herewith.

**DESCRIPTION OF THE COMPANIES**

- (A) **SRI HARINI TEXTILES LIMITED** (CIN - U17111TN2005PLC057807) (hereinafter referred to as the “Transferor Company”) is a Public Unlisted Company incorporated on the 13<sup>th</sup> day of October, 2005 under the Companies Act, 1956 and having its registered office situated at No.102, Sri Bhavanam, P.S.K.Nagar, Rajapalayam, Tamil Nadu, 626108. The Transferor Company is engaged, *inter alia*, in the business of running an established Open End Yarn manufacturing unit with capacity of 1440 Rotors at Thirumalagiri Village, Krishna District, Andhra Pradesh that was commissioned during the year June, 2008 (hereinafter referred to as the “Business of the Transferor Company”).
- (B) **THE RAMARAJU SURGICAL COTTON MILLS LIMITED** (CIN - L17111TN1939PLC002302) (hereinafter referred to as the “Transferee Company”) is a Public Listed Company incorporated on the 20<sup>th</sup> day of February,



1939 under the Indian Companies Act, 1913 and having its registered office situated at PAC Ramasamy Raja Salai Rajapalayam Tamil Nadu - 626117. The Transferee Company was engaged originally in the business of production of Surgical Cotton, Gauze, Bandage and Plaster of Paris and other wound-care products in Southern India. The Transferee Company has further diversified into spinning and weaving, producing some of the world's finest cotton yarn and manufacturing premium fabrics for shirting, bed linens and Jacquard cloth (hereinafter referred to as the "**Business of the Transferee Company**").

### RATIONALE AND BENEFITS OF THE SCHEME

The directors of the Transferor Company and the Transferee Company have decided to amalgamate the Transferor Company with the Transferee Company in order to ensure better management of the Company as a single unit with focused management capabilities. The directors of the Transferor Company and the Transferee Company are of the opinion that the Transferor Company and the Transferee Company are part of the same group and are having common promoters and accordingly, the amalgamation of the Transferor Company into the Transferee Company pursuant to the Scheme would result in streamlining the group corporate structure. The amalgamation will further enable to reduce the number of entities within the group that require to be administered and also help realize operational synergies which would also result in simplification of structure and operations and would benefit both the Transferor Company and the Transferee Company in the following manner:

- (i) Reduction in operative and administrative cost;
- (ii) Economies of scale, improved capital allocation, optimum utilization of resources and operational efficiency etc.;
- (iii) Elimination of inter-company holdings and layering of investments and business operations;
- (iv) Simplification of management structure;
- (v) Stronger asset base and infrastructure for future growth.



## PART I - GENERAL

### 1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following shall have the meanings as provided herein:

- 1.1 **“Act”** means the Companies Act, 2013 and the rules made thereunder and as may be applicable.
- 1.2 **“Accounting Standards”** shall mean the Accounting Standards as notified under Section 133 of the Act, read with the Companies (Indian Accounting Standard) 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 **“Amalgamation”** shall have the meaning as defined under Section 2(1B) of the Income Tax Act, 1961.
- 1.4 **“Appointed Date”** means the date from which this Scheme shall become operative viz., opening business hours of 1<sup>st</sup> April, 2021, or any other date as the National Company Law Tribunal may direct or approve under the relevant provisions of the Act.
- 1.5 **“Board of Directors” or “Board” or “Management”** shall mean the respective Board of Directors of the Transferor Company and/or the Transferee Company or any Committee of Directors constituted or appointed and authorized to take any decision for the implementation of this Scheme on behalf of such Board of Directors.
- 1.6 **“Effective Date”** means the date or last of the dates on which the certified copy of the order of the Tribunal sanctioning this Scheme is filed with the concerned Registrar of Companies by the Transferor Company and the Transferee Company. Any references in this Scheme to “upon the Scheme becoming effective” or “upon the Scheme coming into effect” shall mean the “Effective Date”.
- 1.7 **“Proceedings”** shall have the meaning ascribed to it in Clause 5 hereof.
- 1.8 **“Record Date”** shall mean the date to be fixed by the Board of Directors of the Transferee Company for the purpose of determining the shareholders of the



Transferor Companies to whom shares shall be allotted under the Scheme of Amalgamation.

- 1.9 **“Scheme of Amalgamation”** or **“Scheme”** or **“The Scheme”** or **“This Scheme”** means this Scheme of Amalgamation in its present form or with any modification(s) approved, imposed, or directed by the Tribunal under Clause 15 of this Scheme.
- 1.10 **“SEBI”** shall mean Securities and Exchange Board of India.
- 1.11 **“SEBI Scheme Circular”** or **“SEBI Circular”** shall mean the SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 and SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 22, 2020, as amended, modified or replaced from time to time.
- 1.12 **“Stock Exchange(s)”** shall mean stock exchange(s) on which the shares of the Transferee Company are listed on the Effective Date.
- 1.13 **“Transferee Company”** means **THE RAMARAJU SURGICAL COTTON MILLS LIMITED**, a company incorporated under the Indian Companies Act, 1913, and having its registered office at PAC Ramasamy Raja Salai Rajapalayam Tamil Nadu - 626 117.
- 1.14 **“Transferor Company”** means **SRI HARINI TEXTILES LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at No.102, Sri Bhavanam, P. S. K. Nagar, Rajapalayam, Tamil Nadu 626108.
- 1.15 **“Tribunal”** or **“NCLT”** shall mean the National Company Law Tribunal, Chennai as constituted and authorized as per the provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under sections 230 to 240 of the Companies Act, 2013.
- 1.16 **“Tribunal Order”** or **“NCLT Order”** shall mean the order of the National Company Law Tribunal approving and sanctioning the scheme for the Amalgamation of the Transferor Company and the Transferee Company.



1.17 **“Undertakings”** shall mean and include the whole of the undertakings of the Transferor Company, as a going concern, including their businesses, all secured and unsecured debts, liabilities, duties and obligations together with all present and future liabilities (including contingent liabilities) relating to the Transferor Company and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased, licensed), all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, licenses, permits, quotas, approvals, registrations, accreditations to trade and industrial bodies, incentives, municipal permissions, regulatory permissions, consents or power of every kind, nature and description whatsoever in connection with the operating or relating to the Transferor Company, copyrights, patents, trade names, trademarks and other rights (including rights under any contracts, government contracts, memoranda of understanding etc.) and licenses in respect thereof, applications for copyrights, patents, trade names, trademarks, domain names, industrial designs, trade secrets, technical know-how or intellectual property rights of any nature and any other intangibles, leases, licenses, tenancy rights, premises, ownership flats, hire purchase and lease arrangements, lending arrangements, benefits of security arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits (including but not limited to credits in respect of income tax, minimum alternate tax, fringe benefit tax, taxes withheld at source by or on behalf of the Transferor Company, wealth tax, sales tax, value added tax, turnover tax, GST/CENVAT credit, service tax, etc.), Software Licences, Domain / Websites etc., in connection with or relating to the Transferor Company, all staff, workmen and



employees of the Transferor Company engaged in or in relation to the business at respective offices and all provisions and benefits made in relation to such employees including employee benefit funds but not limited to provident funds, registrations and reserves etc. and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, as on the Appointed Date.

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

## 2. SHARE CAPITAL

- 2.1. The Authorized, Issued, Subscribed and Paid-Up Capital of the Transferor Company as on 31<sup>st</sup> March, 2021 is as below:

Particulars	Amount
<b>Authorized Capital:</b> 50,00,000 Equity Shares of Rs.10/- each	5,00,00,000
<b>Issued, Subscribed and Paid-up Capital:</b> 30,00,000 Equity Shares of Rs.10/- each	3,00,00,000

Subsequent to 31<sup>st</sup> March, 2021, there has been no change in the issued, subscribed and paid-up capital of the Transferor Company.

- 2.2. The Authorized, Issued, Subscribed and Paid-Up Capital of the Transferee Company as on 31<sup>st</sup> March, 2021 is as below:

Particulars	Amount
<b>Authorized Capital:</b> 50,00,000 Equity Shares of Rs.10/- each	5,00,00,000



<b>Issued, Subscribed and Paid-Up capital:</b>	
39,46,560 Equity Shares of Rs.10/- each	3,94,65,600

Subsequent to 31<sup>st</sup> March, 2021, there has been no change in the issued, subscribed and paid-up capital of the Transferee Company. The Equity Shares of the Transferee Company are currently listed on Metropolitan Stock Exchange of India Limited.

- 2.5 The Transferor and Transferee Company are not subject to any investigation or proceedings under the Companies Act 1956 or the Companies Act 2013. Further, there exist no adverse comments or qualifications in the auditor's report for the recent financial years for the Transferor and Transferee Company.



## PART II – TRANSFER AND VESTING

### 3. TRANSFER OF UNDERTAKINGS

3.1 The Undertakings shall be transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company in the following manner:

- (a) Upon the Scheme becoming effective and with effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company and whole of the Undertakings of the Transferor Company comprising their entire business, all assets and liabilities of whatsoever nature and wheresoever situated, including the immovable properties, if any, shall, under the provisions of Section 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed (save as provided in Sub-clauses (b), (c) and (d) below), be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as from the Appointed Date subject to the changes affecting the same as on the Effective Date, the Undertakings of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Company therein.

Provided that for the purpose of giving effect to the vesting order passed under Section 230 to 232 and all other applicable provisions, if any, of the Act, in respect of this Scheme, the Transferee Company shall at any time pursuant to the orders on this Scheme be entitled to get the recordal of the change in the title and the appurtenant legal right(s) upon the vesting of such assets of the Transferor Company in accordance with the provisions of Section 230 to 232 of the Act, at the office of the respective Registrar of Assurances or any other concerned authority, where any such property is situated.

- (b) All movable assets including cash in hand, if any, of the Transferor Company, capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company. Such delivery shall be made on a date mutually agreed upon between the Boards of Directors of the Transferor Company and the Transferee Company.





- (c) In respect of movables other than those specified in sub-clause (b) above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons, the following modus operandi for intimating third parties shall, to the extent possible, be followed:
- (i) The Transferee Company shall give notice in such form as it may deem fit and proper, to each person, debtor, loanee or depositee as the case may be, that pursuant to the Tribunal having sanctioned the Scheme, the said debts, loans, advances, bank balances or deposits be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realise the same stands extinguished and that appropriate entry should be passed in its books to record the aforesaid change;
- (ii) The Transferor Company shall also give notice in such form as it may deem fit and proper to each person, debtor, loanee or depositee that pursuant to the Tribunal having sanctioned the Scheme the said debt, loan, advance or deposit be paid or made good or held on account of the Transferee Company and that the right of the Transferor Company to recover or realise the same stands extinguished.
- (d) With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature, description, whether or not provided for in the books of accounts and whether disclosed or undisclosed in the balance sheet of the Transferor Company shall also, under the provisions of Section 230 to 232 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this sub-clause. However,



the Transferee Company may, at any time, after the coming into effect of this Scheme in accordance hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the secured creditors of the Transferor Company or in favour of any other party to the contract or arrangement to which the Transferor Company are a party or any writing, as may be necessary, in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Company as well as to implement and carry out all such formalities and compliances referred to above.

- (e) The transfer and vesting of the Undertakings of the Transferor Company 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 the Transferor Company.

Provided however that any reference in any security documents or arrangements (to which any Transferor Company is a party) pertaining to the assets of the Transferor Company offered, or agreed to be offered, as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to the Undertaking of the said Transferor Company as are vested in the Transferee Company by virtue of the aforesaid Clauses, to the end and intent that, such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the said Transferor Company or any of the assets of the Transferee Company.

Provided further that the securities, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the 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, charges and mortgages shall not extend or be deemed to extend, to any of the assets of the Transferor Company vested in the Transferee Company.

Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in



the Transferee Company by virtue of the amalgamation of the Transferor Company with the Transferee Company and the Transferee Company shall not be obliged to create any further or additional security therefore, after the amalgamation has become operative.

- (f) With effect from the Appointed Date and upon the Scheme becoming effective, all consents, permissions, certificates, permits, quotas, rights, entitlements, licences (including software licences), accreditations to trade and industrial bodies, privileges, powers, facilities, authorities (including for operation of bank accounts), powers of attorneys given by, issued to or executed in favour of the Transferor Company, quality certifications and approvals, trademarks, patents, industrial designs and trade secrets, product registrations, and other intellectual property and any other intangibles, subsidies, rehabilitation schemes, special status and other benefits or privileges (granted by any Government body, local authority or by any other person) of every kind and description of whatsoever nature in relation to the Transferor Company, or to the benefit of which the Transferor Company may be eligible, or having effect immediately before the Effective Date, shall be, and remain in, full force and effect in favour of the Transferee Company, and may be enforced fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a beneficiary thereto.
- (g) In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person and availed of by the Transferor Company are concerned, the same shall vest with, and be available to, the Transferee Company on the same terms and conditions.
- (h) Loans or other obligations, if any, due between or amongst the Transferor Company and the Transferee Company shall stand discharged and there shall be no liability in that behalf. In so far as any shares, securities, debentures or notes issued by the Transferor Company, and held by the Transferee Company and vice versa, the same shall, unless sold or transferred by the said Transferor Company or the Transferee Company, as the case may be, at any time prior to the Effective Date, stand cancelled as on the Effective Date, and shall have no



effect and the Transferor Company or the Transferee Company, as the case may be, shall have no further obligation outstanding in that behalf.

- (i) The Transferor Company shall have taken all steps as may be necessary to ensure that vacant, lawful, peaceful and unencumbered possession, right, title, interest of immovable property, if any, is given to the Transferee Company.
- (j) Where any of the liabilities and obligations/assets attributed to the Transferor Company on the Appointed Date has been discharged / sold by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge/sale shall be deemed to have been for and on behalf of the Transferee Company. All loans raised and used and all liabilities and obligations incurred by the Transferor Company for operations of the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company, and to that extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company, which shall be liable to meet, discharge and satisfy the same.
- (k) The entitlement to various benefits under incentive schemes and policies in relation to the Undertaking of the Transferor Company shall stand transferred to, and be vested in, and/or be deemed to have been transferred to, and vested in, the Transferee Company together with all benefits, entitlements and incentives of any nature whatsoever. Such entitlements shall include (but shall not be limited to) income-tax, unexpired credit for minimum alternate tax, minimum alternate tax, fringe benefit tax, sales tax, value added tax, turnover tax, excise duty, service tax, customs, goods and service tax and other incentives under the relevant indirect tax laws in relation to the Undertaking of the Transferor Company to be claimed by the Transferee Company with effect from the Appointed Date as if the Transferee Company was originally entitled to all such benefits under such incentive scheme and/or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under such incentive schemes were made available to the Transferor Company.



- (l) Since each of the permissions, approvals, consents, sanctions, remissions (including remittance under income-tax, minimum alternate tax, fringe benefit tax, sales tax, value added tax, turnover tax, excise duty, service tax, goods and service tax, customs), special reservations, sales tax remissions, holidays, incentives, grants, subsidies, concessions and other authorizations relating to the Undertaking of the Transferor Company, shall stand transferred under this scheme to the Transferee Company, the Transferee Company shall file the relevant intimations, if any, for the record of the statutory authorities who shall take them on file, pursuant to the Scheme coming into effect.
- (m) From the Effective Date and till such time that the names of the bank accounts of the Transferor Company are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company, in its name, in so far as may be necessary.

#### **4. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**

- 4.1 Subject to the other provisions contained in the Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments of whatsoever nature to which the Transferor Company is a party, subsisting or having effect immediately before this arrangement under this Scheme, shall be, in full force and effect, against or in favour of the Transferee Company, and may be enforced as fully and as effectively as if instead of the Transferor Company, the Transferee Company had been a party thereto. The Transferee Company shall enter into and / or issue and / or execute deeds, writings or confirmations or enter into any tripartite arrangement, confirmations or novations to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this clause, if so required or become necessary.
- 4.2 As a consequence of the amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme, the recording of change in name from the Transferor Company to the Transferee Company, whether for the purposes of any licence, permit, approval or any other reason, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority



without the requirement of payment of any transfer or registration fee or any other charge or imposition whatsoever.

4.3 The Transferee Company may, at any time, after the coming into the effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings, as may be necessary, to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Company, implement or carry out all such formalities or compliances referred to above on the part of the Transferor Company, as the case may be, to be carried out or performed.

4.4 For the removal of doubts, it is expressly made clear that the dissolution of the Transferor Company without the process of winding up as contemplated hereinafter, shall not, except to the extent set out in the Scheme, affect the previous operation of any contract, agreement, deed or any instrument or beneficial interest to which the Transferor Company is a party thereto and shall not affect any right, privilege, obligations or liability, acquired, or deemed to be acquired prior to Appointed Date and all such references in such agreements, contracts and instruments to the Transferor Company shall be construed as reference only to the Transferee Company with effect from the Appointed Date.

## 5. LEGAL PROCEEDINGS

5.1 All suits, actions and proceedings of whatsoever nature by or against the Transferor Company on the Appointed Date shall be transferred to the name of the Transferee Company and the same shall be continued and enforced by or against the Transferee Company, to the exclusion of the Transferor Company, as the case may be.

5.2 If proceedings are taken against the Transferor Company, in respect of matters referred to above, it shall defend the same in accordance with the advice of, and at the cost of, the Transferee Company, as the case may be from Appointed Date till Effective Date, and the latter shall reimburse and indemnify such Transferor



Company, against all liabilities and obligations incurred by the said Transferor Company in respect thereof.

**6. STAFF, WORKMEN AND EMPLOYEES**

6.1 All the executives, staff, workmen, and other employees in the service of the Transferor Company, immediately preceding the Effective Date, under this Scheme shall become the executives, staff, workmen, and other employees of the Transferee Company, on the basis that:

- a) Their services shall have been continuous and shall not have been interrupted by reason of such transfer as if such transfer is effected under Section 25FF of the Industrial Disputes Act, 1947;
- b) The terms and conditions of service applicable to the said staff, workmen, and other employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately before the transfer;
- c) In the event of retrenchment or termination of such staff, workmen, or other employees, the Transferee Company shall be liable to pay compensation in accordance with law on the basis that the services of the staff, workmen, or other employees shall have been continuous and shall not have been interrupted by reason of such transfer; and
- d) It is provided that as far as the Provident Fund, Gratuity, Pension, Superannuation Fund or any other special funds that are applicable to the employees of the Transferee Company and existing in the Transferee Company for the benefit of the staff, workmen and other employees of the Transferee Company shall also be extended to the employees of the Transferor Company upon the Scheme becoming finally effective. The said benefits shall be extended to the employees of the Transferor Company even if such benefits were not available to the employees during their tenure in the Transferor Company, by virtue of non-applicability of the relevant provisions to the Transferor Company. Notwithstanding what is stated herein above in respect of applicability of Employees Provident Fund to the employees of Transferor Company with retrospective effect from a date to be determined by the Board of Directors of Transferee company the extension of benefit to



the employees of Transferor Company shall be subject to the provisions of The Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the approvals of the authorities concerned for giving effect to the implementation date. It is the aim and the intent of the Scheme that all the rights, duties, powers and obligations, in whatsoever nature, that are available to the employees of the Transferee Company shall also be available to all the employees of the Transferor Company in relation to Provident Fund, Gratuity and Pension and/ or Superannuation Fund or any other special fund, however subject to the provisions of the relevant and applicable statutes.

## **9. SAVING OF CONCLUDED TRANSACTIONS**

- 7.1 The transfer of Undertakings under Clause 3 above, the continuance of the effectiveness of contracts and deeds under Clause 4 above and legal proceedings by or against the Transferee Company under Clause 5 above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

## **8. CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANY TILL EFFECTIVE DATE**

With effect from the Appointed Date and up to and including the Effective Date:

- 8.1 The Transferor Company shall carry on, and be deemed to have been carrying on, all business activities and shall be deemed to have been held for and on account of, and in trust for, the Transferee Company.
- 8.2 All profits or income or taxes, including but not limited to income tax, minimum alternate tax (including unexpired credit for minimum alternate tax), fringe benefit tax, advance taxes, tax deducted at source by or on behalf of the Transferor Company, wealth tax, sales tax, value added tax, excise duty, service tax, goods and service tax, customs duty, refund, reliefs, etc, accruing or arising to the Transferor Company, or losses arising or expenditure incurred by the





on and from Appointed Date upto the Effective Date, shall for all purposes be treated as, and be deemed to be treated as, the profits or income or losses or expenditure or the said taxes of the Transferee Company.

- 8.3 The Transferor Company shall carry on their business activities with proper prudence and diligence and shall not, without prior written consent of the Transferee Company, alienate, charge or otherwise deal with or dispose off any of their business undertaking(s) or any part thereof (except in the ordinary course of business or pursuant to any pre-existing obligations undertaken by the Transferor Company prior to the Appointed Date).
- 8.4 The Transferee Company shall also be entitled, pending the sanction of the Scheme, to apply to the Central Government, State Government, and all other agencies, departments and statutory authorities concerned, wherever necessary, for such consents, approvals and sanctions which the Transferee Company may require including the registration, approvals, exemptions, reliefs, etc., as may be required / granted under any law for time being in force for carrying on business by the Transferee Company.
- 8.5 The Transferor Company shall not declare any dividend, between the Appointed Date and the Effective Date, without the prior written consent of the Transferee Company.
- 8.6 The Transferor Company, after filing the Scheme with the Tribunal, shall not make any modification to their capital structure, either by an increase (by issue of rights shares, bonus shares, convertible debentures or otherwise), decrease, reclassification, sub-division or reorganisation or in any other manner, whatsoever, except by mutual consent of the Boards of Directors of the Transferor Company and the Transferee Company.
- 8.7 The Transferor Company shall not vary, except in the ordinary course of business, the terms and conditions of the employment of their employees without the consent of the Board of Directors of the Transferee Company.
- 8.8 Upon the Scheme coming into effect, any taxes paid under the indirect tax laws such as under the Central Goods and Services Tax Act or under any previous or applicable law prevalent arising out of the transactions entered into amongst the



Transferor Company and / or with the Transferee Company post the Appointed date shall on and from the Effective Date be refunded to the Transferee Company, or in cases where in respect of the inter-company transactions, the Transferor Company/ Transferee Company has availed GST/CENVAT Credit / VAT credit of the taxes charged, the Transferee Company at its option may not seek for refund and can choose to retain the same as a GST/CENVAT Credit/ VAT credit, subject to the rules and regulations under the respective indirect tax law.

9. **VALIDITY OF EXISTING RESOLUTIONS, REGISTRATIONS, ETC.**

The resolutions, if any, of 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.

10. **CONSIDERATION:**

10.1.1 Upon the Scheme becoming effective, in consideration of the transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of the Scheme, the consideration shall be discharged by the Transferee Company in the following manner:

*"The equity shareholders of Transferor Company as on the Record Date shall be allotted 34 (Thirty Four) Equity Shares of Rs.10/- each at a price of Rs. 1,459/- (Rupees One Thousand Four Hundred and Fifty-Nine Only) per Equity Share (including share premium of Rs. 1,449/- per Equity Share) credited as fully paid up shares of the Transferee Company in respect of every 1,000 (One Thousand) Equity Shares of Rs.10/- each fully paid up held by them in the Transferor Company."*

The Transferee Company holds 14,90,000 equity shares of Rs.10/- each in the Transferor Company. Upon the Scheme of Amalgamation coming into effect, the equity shares held by the Transferee Company in the Transferor Company shall stand cancelled without further act or deed. It is further clarified that in



consequence of this cancellation which is incidental to the Scheme of Amalgamation, no Equity Shares shall be issued by the Transferee Company in respect of equity shares of the Transferor Company held by the Transferee Company.

- 10.1.2 Upon the Equity Shares being issued and allotted, as aforesaid by the Transferee Company, the Equity Shares issued by the Transferor Company and held by its shareholders, whether in dematerialized or physical form, shall be deemed to have been automatically cancelled and of no effect.
- 10.1.3 The Equity Shares to be issued and allotted by the Transferee Company as aforesaid in terms of this Scheme shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari-passu in all respects with the existing Equity Shares of the Transferee Company after the Effective Date including in respect of dividend, if any, that may be declared by the Transferee Company on or after the Effective Date.
- 10.1.4 Any fractional share entitlement arising out such allotment which is greater than or equal to 0.5 shall be rounded off to the next integer, and any fractional share entitlement arising out such allotment which is lesser than 0.5 shall be rounded off to the previous integer.
- 10.1.5 The Equity Shares shall be issued in dematerialised form to those shareholders who hold shares of the Transferor Company in dematerialised form, in to the account in which the shares of the Transferor Company are held or such other account as is intimated by the shareholders to the Transferor Company before the Record Date. All those shareholders of the Transferor Company who hold the shares in physical form shall receive the Equity Shares in dematerialised form, provided that the details of their accounts with the depository participant are intimated in writing to the Transferor Company before the Record Date. In the Event the Transferor Company or the Transferee Company does not receive details of the accounts with the depository participant from such shareholders before the Record Date, the Transferee Company shall credit its Equity Shares to the extent of entitlement of such shareholders into a separate demat escrow account till the time such shareholders furnish valid details of their demat



account(s) or the Board of Directors of the Transferee Company shall deal with the entitlement of such shareholders in such other manner as they may deem to be in the best interests of such shareholders in accordance with the applicable laws.

- 10.1.6 The Equity Shares to be issued by the Transferee Company to the members of the Transferor Company pursuant to clause 10.1 of this Scheme, in respect of any shares held in Transferor Company which are held in abeyance under the provisions of Section 126 of the Act or otherwise, pending allotment or settlement of dispute, by the order of this Tribunal or otherwise, be held in abeyance by Transferee Company.
- 10.1.7 The Board of the Transferee Company shall, if and to the extent required apply for and obtain any approvals from the concerned government/regulatory authorities and undertake necessary compliance for the issue and allotment of Equity Shares to the shareholders of Transferor Company pursuant to Clause 10.1 of this Scheme.
- 10.1.8 The equity Shares to be issued to the members of the Transferor Company pursuant to Clause 10.1.1 of this Scheme, will be listed and/or admitted to trading on all the Stock Exchange(s) on which the equity shares of the Transferee Company are listed on the Effective Date. Further it is intended that the Transferee Company, at its sole discretion may also evaluate and endeavour to list the said Equity Shares on other stock exchanges, subject to satisfaction of all applicable laws and regulations. The Transferee Company shall enter into such arrangements and provide such confirmations and/or undertaking as maybe required in accordance with applicable laws and regulations for complying with the formalities of the Stock Exchange(s). The Equity Shares of the Transferee Company allotted pursuant to the Scheme shall remain frozen in the depository's system till listing and trading permissions are given by the Stock Exchange(s).
- 10.1.9 In the event of there being any pending share transfer, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of the Transferor Company shall be empowered, even subsequent to the Effective Date, to effectuate such transfer, as if such changes in the register holder were



operative from the Effective Date, in order to remove any difficulties arising on account of the transfer of shares after the Scheme becomes effective.

10.1.10 Upon the issue and allotment of the Equity Shares, the members of the Transferor Company shall be classified as the Promoter, Promoter Group or public, as the case may be, of the Transferee Company in accordance with Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

10.1.11 The approval of this Scheme by the shareholders of the Transferee Company shall be deemed to be the due compliance of the provisions of sections 42 and 62 of the Act and the other relevant and applicable provisions of the Act for the issuance and allotment of Equity Shares by the Transferee Company to the shareholders of Transferor Company, as provided in the Scheme.

10.1.12 The approval of this Scheme by the shareholders of the Transferor Company and the Transferee Company under sections 230 to 232 of the Act, shall be deemed to have the approval under sections 13, 14, 180 and 186 and other applicable provisions of the Act and any other consent and approvals required in this regard.

10.1.13 In the event that the Transferor Company (with the express consent of the Board of Directors of the Transferee Company) and/or the Transferee Company restructure its share capital by way of share split/consolidation/ issue of bonus shares during the pendency of this Scheme, the share exchange ratio shall be adjusted accordingly to take into account effect of such corporate action.

## **11. CLUBBING OF AUTHORIZED CAPITAL AND THE ALTERATION TO THE OBJECTS CLAUSE OF THE MEMORANDUM OF ASSOCIATION OF THE TRANSFEEE COMPANY:**

11.1 Upon the Scheme becoming fully effective, the authorised share capital of the Transferor Company shall stand combined with the authorised share capital of the Transferee Company. Filing fees and stamp duty, if any, paid by the Transferor Company on their respective authorised share capital, shall be deemed to have been so paid by the Transferee Company on the combined authorised share capital and accordingly, the Transferee Company shall not be required to pay any fee/ stamp duty for its increased authorised share capital.



- 11.2 Clause V of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to the applicable provisions of the Act by deleting the existing Clause and replacing it by the following:

*V. The Authorized Share Capital of the Company is Rs. 10,00,00,000/- (Rupees Ten Crores Only) divided into 1,00,00,000 (One Crore) Equity Shares of Rs. 10/- (Rupees Ten Only) each.*

- 11.3 The approval of this Scheme under Sections 230 to 232 of the Act shall be deemed to have the approval under sections 13, 14, 61 and 64 of the Act, and other applicable provisions of the Act and any other consents and approvals required in this regard.
- 11.4 Upon the Scheme becoming fully effective, the Object Clause of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, be altered, modified and amended pursuant to the Applicable provisions of the Act by inserting new sub-clauses, as mentioned in Schedule B to this Scheme, immediately after the existing sub-clauses under Clause III of the Memorandum of Association of the Transferee Company.
- 11.5 It shall be deemed that the shareholders of the Transferee Company have resolved and accorded all relevant consents under Section 13 of the Act. It is clarified that there will be no need to pass a separate shareholder's resolution as required under section 13 of the Act. The amendments to the memorandum of Association of the Transferee Company shall be effected without any further act or deed and shall be treated as an integral part of the Scheme.

## 12. ACCOUNTING TREATMENT

Upon this Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall account for the Amalgamation in its books as under:

- 12.1 The Amalgamation of the Transferor Company with the Transferee Company shall be accounted for in accordance with the Acquisition method prescribed under the Indian Accounting Standard (Ind AS) – 103 - "Business Combination" and other applicable Indian Accounting Standard(s) issued under Section 133



the Act read with the Companies (India Account Standards) Rules, 2015, as amended from time to time. For this purpose, the Appointed Date shall be treated as the Acquisition Date as referred in Ind AS - 103.

- 12.2 All the assets, including but not limited to fixed assets, intangibles and any other assets, recorded in the books or otherwise, of the Transferor Company and transferred to and vested in the Transferee Company pursuant to the Scheme, subject to Clause 12.4, shall be recorded by the Transferee Company at their acquisition-date fair values, as may be determined by the Board of Directors of the Transferee Company.
- 12.3 All liabilities of the Transferor Company transferred to and vested in the Transferee Company, subject to Clause 12.4, whether recorded in the books or not, shall be recorded by the Transferee Company at their acquisition-date fair values, as may be determined by the Board of Directors of the Transferee Company.
- 12.4 The amount of inter-company balances, amounts or investments, if any, between the Transferor Company and the Transferee Company, appearing in the books of accounts of the Transferee Company and Transferor Company, if any, shall stand cancelled without any further act or deed upon the Scheme coming into effect and with effect from the Appointed Date and the obligation in respect thereof shall come to an end.
- 12.5 The face value of the Equity Shares of the Transferee Company issued to the members of Transferor Company shall be credited to the Equity Share Capital account and the amount of share premium of the Equity Shares shall be credited to the securities premium account in the books of the Transferee Company.
- 12.6 Costs, expenses and duties incurred in connection with the Scheme and to put it into operation/implementation of the Scheme shall be dealt by the Transferee Company, as per Relevant Accounting Standards & provisions of the Income Tax Act.



- 12.7 The net difference between the acquisition date fair value of net assets of the Transferor Company acquired by the Transferee Company and the consideration transferred by the Transferee Company shall be recognised as Goodwill or gain on bargain purchase/capital reserves, as the case may be, in the books of the Transferee Company.
- 12.8 To comply with the relevant laws, the Income Tax Act, 1961 and applicable Accounting Standards, the Transferee Company (by its Board of Directors) may alter or modify the provisions of the Clauses 12.1 to 12.7, as they may deem fit and consider necessary, to settle any question arising out of the Scheme.

### 13. CONSEQUENTIAL MATTERS RELATING TO TAX

- 13.1 Upon the Scheme coming into effect, all taxes/ cess/ duties, direct and/or indirect, payable by or on behalf of the Transferor Company from the Appointed Date onwards including all or any refunds and claims, credits, pertaining to any income tax, advance tax, service tax, goods and service tax including refunds or claims pending with the Revenue Authorities and including the right to claim credit for minimum alternate tax and carry forward of accumulated losses and unabsorbed depreciation including in respect of income-tax subject to the provisions of Section 72A of the Income Tax Act, 1961, shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims and accumulated losses and unabsorbed depreciation of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise, if it becomes necessary, its Income tax returns, Sales tax returns, Excise & Cenvat returns, service tax returns, GST returns, other tax returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme. Also, the loss brought forward and unabsorbed depreciation as per books of accounts of the Transferor Company as on the Appointed Date would be deemed to be loss brought forward and unabsorbed depreciation as per books of accounts of the Transferee Company. The Transferee Company is also expressly permitted





to claim refunds / credits in respect of any transaction between the Transferor Company and the Transferee Company.

Provided further that upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise, if it becomes necessary, its income tax returns and related TDS Certificates, including TDS Certificates relating to transactions between the Transferor Company and the Transferee Company and to claim refunds, advance tax and withholding tax credits, benefit of credit for minimum alternate tax and carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.

- 13.2 In accordance with the CENVAT Credit Rules framed under the Central Excise Act, 1944, as are prevalent on the Effective Date, the unutilized credits relating to excise duties / service tax / VAT/ goods and service tax paid on inputs/capital goods/ input services lying in the accounts of the undertakings of the Transferor Company shall be permitted to be transferred to the credit of the Transferee Company, as if all such unutilized credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilized credits against the excise duty/ service tax payable by it.
- 13.3 In accordance with the State Value Added Tax/ sales tax laws and Central and State Goods and Service Tax laws, as are prevalent on the Effective Date, the unutilized credits, if any, relating to VAT/GST paid on inputs/capital goods lying in the accounts of the Undertakings of the Transferor Company shall be permitted to be transferred to the credit of the Transferee Company, as if all such unutilized credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilized credits against the VAT/ CST/GST payable by it.
- 13.4 Upon the Scheme coming into effect, any taxes paid under the indirect tax laws such as Service tax Law, Value Added Tax Act, Goods and Services Tax laws (prevalent in respective state) etc. arising out of the transactions entered into between the Transferor Company and the Transferee Company post the Appointed date shall on and from the Effective Date be refunded to the



Transferee Company, or in cases where in respect of the inter-company transactions, the Transferor Company / Transferee Company has availed CENVAT Credit / VAT credit / GST Credit of the taxes charged, the Transferee Company at its option may not seek for refund and can choose to retain the same as a CENVAT Credit / VAT credit / GST Credit, subject to the rules and regulations under the respective indirect tax law.

- 13.5 The 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 provisions of the said Section of the Income-Tax Act, 1961, at a later date including resulting from an amendment of law or for any other reasons 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.
- 13.6 Upon the Scheme coming into effect, the Transferee Company shall make and file all necessary applications, documents and adhere to all statutory compliances as may be applicable and necessary laid down under the relevant Central or State laws, regulations, rules in order to facilitate the implementation of the Scheme of Amalgamation.



### PART III – GENERAL TERMS AND CONDITIONS

#### **14. APPLICATION TO THE TRIBUNAL**

14.1. The Transferor and Transferee Company shall, with reasonable despatch, apply to the Tribunal for necessary orders or directions for holding meetings of the members of the Transferor and Transferee Company for sanctioning this Scheme of Amalgamation under Sections 230 to 232 and other applicable provisions of the Act or for dispensing the holding of such meetings and orders under Section 232 of the Act, for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

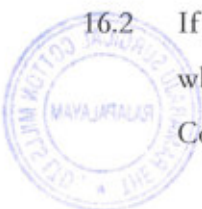
#### **15. DISSOLUTION OF TRANSFEROR COMPANY**

15.1 Subject to an order being made by the Tribunal under Section 232 of the Act, the Transferor Company shall be dissolved without the process of winding up on the Scheme becoming effective in accordance with the provisions of the Act and the Rules made thereunder.

#### **16. MODIFICATIONS / AMENDMENTS TO THE SCHEME**

16.1 The Transferor Company and the Transferee Company through their respective Boards of Directors including Committees of Directors or other persons, duly authorized by the respective Boards in this regard, may make, or assent to, any alteration or modification to this Scheme or to any conditions or limitations, which the Tribunal or any other Competent Authority may deem fit to direct, approve or impose and may give such directions including an order of dissolution of the Transferor Company without process of winding up as they may consider necessary, to settle any doubt, question or difficulty, arising under the scheme or in regard to its implementation or in any manner connected therewith and to do and to execute all such acts, deeds, matters and things necessary for putting this Scheme into effect, or to review the portion relating to the satisfaction of the conditions to this scheme and if necessary, to waive any of those (to the extent permitted under law) for bringing this scheme into effect.

16.2 If any part or provision of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and the Transferee Company, affect the validity of implementation of



the other parts and/or provisions of the Scheme. If any Part or provision of this Scheme hereof is invalid, ruled illegal by any Tribunal of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that such Part or provision, as the case may be, shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such Part or provision, as the case may be, shall cause this Scheme to become materially adverse to any Party, in which case the Parties shall attempt to bring about a modification in the Scheme, as will best preserve for the Parties the benefits and obligations of the Scheme, including but not limited to such Part or provision.

#### **17. DATE OF TAKING EFFECT**

- 17.1 The Scheme set out herein in its present form or with any modification(s) or amendment(s) approved, imposed or directed by the Tribunal shall be effective from the Appointed Date but shall be operative from the Effective Date.

#### **18. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS**

This Scheme is conditional on and subject to the following -

- 18.1 The Scheme receiving no-objection letter/comment letter/approval of the Stock Exchange(s) and the SEBI in accordance with Regulation 37 the SEBI Listing Regulations and the SEBI Circular;
- 18.2 The Scheme being agreed to by the respective requisite majorities of the members and creditors of the Transferor and Transferee Company, if meetings of members and creditors of the said companies are convened by the Tribunal or dispensation being granted by the Tribunal.
- 18.3 The scheme being approved by the public shareholders through e-voting in terms of SEBI Circular. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders against it. The term 'public' shall carry the same meaning as defined under Rule 2 of the Securities Contracts (Regulations) Rules, 1957.



- 18.4 The sanction or approval under any law of the Central Government, State Government, or any other agency, department or authorities concerned if so required being obtained and granted in respect of any of the matters in respect of which such sanction or approval is required under any law.
- 18.5 The sanction by the Tribunal under Sections 230 to 232 and other applicable provisions of the Act being obtained by the Transferor Company and the Transferee Company (as may be applicable).
- 18.6 The filing with the Registrar of Companies, Chennai, of certified copies of all necessary orders, sanctions and approvals mentioned above by the respective Company.

## **19. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS**

- 19.1 In the event of the Scheme not being sanctioned by the Tribunal and/or the order or orders not being passed as aforesaid, the Scheme shall become fully null and void and in that event no rights and liabilities shall accrue to or be inter-se by the parties in terms of the Scheme, 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. In such event, each party shall bear and pay its respective costs, charges and expenses for and / or in connection with the Scheme.



## **20. EXPENSES CONNECTED WITH THE SCHEME**

- 20.1 All costs, charges, levies, fees, duties and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with negotiations leading up to the Scheme and of carrying out and completing the terms and provisions of this Scheme and in relation to or in connection with the Scheme shall be borne and paid by the Transferee Company.









Sr. No.	Location of property	Boundary	Survey No.	Area (Acres)
		West - Property of G Suryanarayana North - Property of A Guravaiah		
		East - R&B Road and Donka South - Property of K Ramarao & B Vishwanadham West - Property of G Bhaskara Rao North - Property of Kakani Srinu	49/1	6.06
		East - Donka South - Property of B Vishwanadham West - Property of B Vishwanadham North - Property of Sri Harini Textiles Ltd	49/2	1.64
		East - Donka South - Property of Kakani Srinu West - Property of G Bhaskara Rao North - Property of D Lakshmi Rajyam	49/6	1.75
		East - Donka South - Property of Sri Harini Textiles Ltd West - Property of Sri Harini Textiles Ltd North - Property of Sri Harini Textiles Ltd	49/6	1.75





Sr. No.	Location of property	Boundary	Survey No.	Area (Acres)
		East - Property of B Vishwanadam South - Property of B Vishwanadam West - Property of Sri Harini Textiles Ltd North - Property of Sri Harini Textiles Ltd	53/3	1.50
<b>Total</b>			-	29.56



## SCHEDULE B

1. To carry on all or any of the business of spinners (Ring Spinning, OE Spinning, Compact Spinning etc.) and doublers of cotton, flax, hemp, jute, wool, silk, synthetic fibre such as Viscose, Polynosic, Polyester, Acrylic and other fibrous substances, cotton ginner, yarn merchants, bleachers and dyers, makers of bleaching and dyeing materials and to purchase, comb, prepare, spin, dye and deal in cotton, flax, hemp, jute, wool, silk, synthetic fibre such as Viscose, Polynosic, Polyester, Acrylic, and other fibrous substances and to weave or otherwise manufacture, buy, sell and export and deal in linen, cloth and other goods and fabrics, whether textile, felted, netted or looped.
2. To carry on all or any of the business of cloth manufacturers, hosiers, carpet makers, silk mercers, silk, synthetic fibre such as Viscose, Polynosic, Polyester, Acrylic and other fibrous substances, weavers, importers, exporters and wholesale, retail dealers and chain of retail outlets of and in Textile fabrics of all kinds, outfitters, drapers and Furnishers.
3. To wash, clean, purify, scour, bleach, wring, dry, iron, colour, dye, disinfect, renovate and prepare for use all articles of wearing apparel, household, domestic and other linen and cotton, woolen and silk goods and clothing and fabrics of all kinds.
4. To cultivate, buy, sell and deal in raw or finished cotton, wool, jute, silk, synthetic fibre, such as Viscose, Polynosic, Polyester, Acrylic and other fibrous substances and to prepare, spin, clean, press and pack the same and sell the materials so manufactured, to build, purchase, sell, dispose of, transfer, mortgage, take on lease, exchange, hire or otherwise acquire or deal with any land, buildings, any estate or interest therein and any right over or connected with them.
5. To generate power from conventional and /or non conventional sources including installation of Wind Mills for captive use / Third party sale.

