

FORM NO. CAA.12

[Pursuant to section 233 and rule 25 (5) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

RD-1 Vide SRN AA6493578

Confirmation order of scheme of Amalgamation.

Between

M/s Fine Technologies Private Limited (Transferor Company No. 1 registered in NCT of Delhi),
with
M/s Royalux Lighting Private Limited (Transferee Company registered in NCT of Delhi)

The case is presented by Mr. Prahlad Meena, Joint Director in the O/o Regional Director (NR). He has stated that pursuant to the provisions of section 233 of the Companies Act, 2013, the scheme of merger or amalgamation of M/s Fine Technologies Private Limited (Transferor Company No. 1 registered in NCT of Delhi) with M/s Royalux Lighting Private Limited (Transferee Company registered in NCT of Delhi) has been approved by their respective members and creditors as required under section 233 (1) (b) and (d) of the Companies Act, 2013. He has confirmed compliance of procedure as laid down under the Companies Act, 2013 and Rules made thereunder. Further, he has stated that the appointed date and effective date of the scheme is 01.04.2023. Lastly, he stated that Registrar of Companies, NCT of Delhi & Haryana and Official Liquidator, Delhi too have furnished/given their reports and have no objection (observations of ROC have been satisfactorily clarified by the applicant companies) in the scheme subject to compliance of provisions of the Companies Act, 2013.

Accordingly, the scheme is confirmed subject to the condition that any part of the scheme in contravention of this Companies Act, 2013 shall be null & void in term of section 6 of the Act and further condition that the other authorities retain their recourse to recovery in respect of any existing or future tax liabilities/claims of the Transferor Company from the Transferee Company.

A copy of the approved scheme is attached to this order.


(VINOD SHARMA)
REGIONAL DIRECTOR (NR).

Date: 18 MAR 2024
Place: New Delhi

No: RDNR/TC-1/233/ AA6493578/2023/ 10716 Dated

18 MAR 2024

1. M/s Fine Technologies Private Limited
411, Arunachal Building, 19 Barakhamba Road,
Connaught Place, New Delhi-110001
2. M/s Royalux Lighting Private Limited
411, Arunachal Building, 19 Barakhamba Road,
Connaught Place, New Delhi-110001
3. The Registrar of Companies, Delhi & Haryana
4. The Official Liquidator, Delhi

SCHEME OF AMALGAMATION

BETWEEN

FINE TECHNOLOGIES (INDIA) PRIVATE LIMITED

(Transferor)

AND

ROYALUX LIGHTING PRIVATE LIMITED (Transferee)


Under Section 233 of the Companies Act, 2013 in respect of the amalgamation of **FINE TECHNOLOGIES (INDIA) PRIVATE LIMITED** with **ROYALUX LIGHTING PRIVATE LIMITED** and consequential arrangement between these Companies and their members.

PART I

1. DEFINITIONS

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

"Act" means the Companies Act, 2013 & the Companies Act, 1956, to the extent applicable, rules made there under


 प्रहलाद मीना / Prahlad Meena
 संयुक्त निदेशक / Joint Director 1.1
 भारत सरकार / Govt. of India
 कॉर्पोरेट कार्य मंत्रालय / Ministry of Corporate Affairs
 कार्यालय प्रादेशिक निदेशक (उत्तर)
 Office of Regional Director (N.R.)
 नई दिल्ली / New Delhi



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including any statutory modification or re-enactment and amendments thereof;

1.2 "**Appointed Date**" means the 1st day of April 2023;

1.3 "**Court**" means the Regional Director, Northern Region Bench, New Delhi to which this Scheme of Amalgamation in its present form is submitted for sanctioning of the Scheme under Sections 233 of the Act.

1.4 "**The Effective Date**" means the date on which the transfer and vesting of the undertaking of the Transferor Company shall take effect, i.e., the date on which the last of the approvals or sanctions specified in the Scheme shall have been obtained and certified copies of the Order of the jurisdictional Regional Director, Northern Region Bench, New Delhi of the Transferee Company and the Transferor Company have been filed with the jurisdictional Registrar of Companies, NCT of Delhi & Haryana at Delhi.

Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean the Effective Date.



1.5 **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Amalgamation in its present form submitted to the Court or with any modification(s) made under Clause 13 of this Scheme or with such other modifications/ amendments as may be made by the shareholders and the creditors of the Transferor and the Transferee Companies in their meeting to be held as per the directions of the Court or such modification(s) as may be imposed by any competent Authority and/ or as the Court may direct.

1.6 **"Transferor Company"** means **FINE TECHNOLOGIES (INDIA) PRIVATE LIMITED,** (CIN U31101DL1999PTC098179) a Company incorporated under the Companies Act, 1956, having its registered office at 411 Arunachal Building, 19 Barakhamba Road, Connaught Place, New Delhi - 110001;

1.7 **"Transferee Company"** means **ROYALUX LIGHTING PRIVATE LIMITED,** (CIN U31906DL2022PTC395429) a Company incorporated under the Companies Act, 2013,



having its registered office at 411 Arunachal Building, 19 Barakhamba Road, Connaught Place, New Delhi - 110001;

1.8 **“Undertaking of the Transferor Company”** shall mean the entire business of the Transferor and includes:

- (a) All the assets and property of the Transferor Company as on the Appointed Date (hereinafter referred to as the “Assets”);
- (b) All the debts, liabilities, duties, responsibilities and obligations of the Transferor Company as on the Appointed Date (hereinafter referred to as the “Liabilities”); and
- (c) Without prejudice to the generality of sub-clause (a) above, the undertaking of the Transferor Company shall include all the Transferor Company’s reserves, movable and immovable properties, assets, tangible or intangible including investments, claims, powers, authorities, allotments, approvals, consents, registration, contracts, engagements, arrangements, rights, title, interests,



benefits, advantages, lease-hold rights, other intangibles, industrial and other licenses, permits, authorizations, quota rights, trade marks, patents and other industrial and intellectual properties, import quotas, telephones, telex, facsimile and other communication facilities and equipment, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of the Transferor Company.

- (d) All records, files, papers, engineering and process information, computer programmes, software licenses, 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 in connection with or relating to the Transferor Company.



- 1.9 “Shareholders” with reference to the Transferee company means persons holding equity shares in the said Company and whose names are entered and registered as members in the Register of Members of the said Company, and with reference to the Transferor Company means persons holding equity shares in the said Company and whose names are entered and registered as members in the Register of Members of the said Company.

PART II

OBJECTIVE OF THE SCHEME

The objective of the Scheme of Merger is to amalgamate the Transferor Company with the Transferee Company so as to bring synergies in the working of the Company, take benefit of the resources, customers among other things of the Transferor Company.

2. PARTICULARS INCLUDING SHARE CAPITAL & LATEST FINANCIAL POSITION

- 2.1 The Transferor Company was incorporated on 02/02/1999. The main object of the Transferor Company is as per Clause



III (B) 1 to III (B) 4 of Memorandum of Association as attached as Annexure 1.

2.2 The entire equity share capital of the Transferor Company is held as under:

IKIO Lighting Limited - 239,679 equity shares (100.00%)

Ms. Surmeet Kaur - 01 equity share (0.00%)

Mr. Hardeep Singh - 01 equity share (0.00%)

Mrs. Ishween Kaur - 01 equity share (0.00%)

Mr. Sanjeet Singh - 01 equity share (0.00%)

Mrs. Deepti Pokhriyal - 01 equity share (0.00%)

Mr. Laxmi Chand - 01 equity share (0.00%)

(Nominee(s) of IKIO Lighting Limited)

Total - 239,685 equity shares (100%)

2.3 The Share Capital of the Transferor Company as on date is as under:

(INR)	
<u>Authorised Share Capital:</u>	
15,00,000 equity shares of Rs.10/- each.	150,00,000.00
<u>Issued Subscribed and Paid up:</u>	
239,685 equity shares of Rs.10/- each.	23,96,850.00



2.4 The Transferee Company was incorporated on 23/03/2022. The main object of the Transferee Company is to carry on the business of:

1. To manufacture, trade, import, export of LED Lights and its parts/ accessories and other electrical and electronics goods.

2.5 The entire equity share capital of Transferee is held as under:

Fine Technologies (India) – 99,41,197 equity shares (100.00%)

Private Limited

Mr. Hardeep Singh - 01 equity share (0.00%)

Ms. Surmeet Kaur - 01 equity share (0.00%)

Mrs. Ishween Kaur - 01 equity share (0.00%)

Mr. Sanjeet Singh - 01 equity share (0.00%)

Mrs. Deepti Pokhriyal - 01 equity share (0.00%)

Mr. Laxmi Chand - 01 equity share (0.00%)

(Nominee of Fine Technologies (India) Private Limited)

Total - 99,41,203 equity shares (100%)

2.6 The Share Capital of the Transferee Company as on date is as under:



(INR)

<u>Authorised Share Capital:</u>	
100,00,000 equity shares of Rs.10/- each.	10,00,00,000.00
<u>Issued Subscribed and Paid up:</u>	
99,41,203 equity shares of Rs.10/- each.	9,94,12,030.00

PART III**3. TRANSFER OF UNDERTAKING**

- 3.1 With effect from the commencement of the Appointed Date, the entire business and the whole of the Undertaking of the Transferor Company, all the properties, assets, investments, approvals and consents, contracts including contracts for tenancies and licenses, arrangements, letters of intent, licences and registrations rights, powers, authorities, titles, interests, benefits and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power of possession and in the control of, or granted in favour of, or enjoyed by the Transferor Company including but without being limited to all patents, trademarks, trade names and other industrial and intellectual property rights of any nature whatsoever and



licences in respect thereof, privileges, liberties, easements, advantages, benefits, leases, tenancy rights, ownership flats, freehold immovable properties, factory premises, plant and machinery, quota rights, permits, approvals, authorisations, right to use and avail of telephones, telexes, electricity, water and other services, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad, shall, without further act or deed be transferred to and be vested in and/or deemed to be transferred to and to be vested in the Transferee Company pursuant to the provisions of Sections 233 of the Act.



PROVIDED that the Board of Directors of the Transferee Company shall be entitled, at its discretion and as may be advised or considered fit, expedient or necessary, to determine the classification/ reclassification and treatment of any or all of the Assets transferred to and vested in the Transferee Company pursuant to this Scheme.

PROVIDED ALWAYS that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further, or additional security therefore after the amalgamation has become effective or otherwise. The transfer/ vesting as aforesaid shall be subject to the existing charges/ hypothecation/ mortgages over or in respect of the Assets or any part thereof of the Transferor Company.

With effect from the Appointed Date and upon the Scheme becoming effective, the land, if any, together with the buildings standing thereon, held by Transferor Company, and any documents of title/ rights and easements in relation thereto



shall be vested in and transferred to and/ or be deemed to have been transferred to and vested in the Transferee Company and shall belong to the Transferee Company. With effect from the Effective Date, the Transferee Company shall in relation to such properties, be liable for ground rent and municipal taxes. The mutation of title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective in accordance with the terms hereof in favour of the Transferee Company.

- 3.2 Subject to the other provisions of this Scheme, with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company shall, without any further act or deed be transferred to or deemed to be transferred to the Transferee Company so as to become the debts, liabilities, duties and obligations of the Transferee Company.
- 3.3 With effect from the Appointed Date and upon the Scheme becoming effective, the unabsorbed depreciation and losses of the Transferor Company shall be treated as the unabsorbed



depreciation and losses of the Transferee Company as on the Appointed Date and the Transferee Company shall be entitled to carry forward such losses and unabsorbed depreciation of the Transferor Company.

4. LEGAL PROCEEDINGS

- 4.1 All actions and proceedings by or against the Transferor Company pending and/ or arising on or before or at the Effective Date shall be continued and be enforced by or against the Transferee Company as effectually as if the same had been pending and/ or arising against the Transferor Company.
- 4.2 The transfer of the Assets and the Liabilities and the whole of the Undertaking of the Transferor Company to the Transferee Company and the continuance of all contracts or proceedings by or against the Transferor Company shall not affect any contracts or proceedings relating to the Assets or the Liabilities already concluded by the Transferor Company on or after the Appointed Date to the intent that the Transferee Company accepts and adopts all acts, deeds, matters and things done and/ or executed by the Transferor Company in regard thereto as



having been done or executed on behalf of the Transferee Company.

- 4.3 The Transferee Company undertakes to have all legal, taxation or other proceedings, whether civil or criminal, (including before any statutory or quasi-judicial authority or tribunal) initiated by or against Transferor Company transferred into its name and to have the same continued, prosecuted and enforced by or against Transferee Company to the exclusion of Transferor Company.

5. AGREEMENTS, CONTRACTS, DEEDS AND OTHER INSTRUMENTS

On and from the Effective Date, subject to other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature to which the Transferor Company is a party, subsisting or having effect immediately before amalgamation shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the



Transferor Company, the Transferee Company had been a party thereto.

6. STAFF, WORKMEN AND EMPLOYEES

- 6.1 The Transferor Company has 450 employees on its rolls. Upon coming into effect of this Scheme, the employees of the Transferor Company shall become the employees of the Transferee Company and on terms and conditions not less favourable than those on which they are engaged by the Transferor Company and without any interruption of or break in service as a result of the amalgamation of the Transferor Company with the Transferee Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past series of such employees with the Transferor Company and such benefits to which the employees are entitled in the Transferor Company shall also be taken into account and paid (as and when payable) by the Transferee Company.

7. CONDUCT OF BUSINESS BY THE TRANSFEROR COMPANY TILL EFFECTIVE DATE



With effect from the Appointed Date upto and inclusive of the Effective Date:

- (a) all the profits or income accruing or arising to the Transferor Company or expenditure or losses arising to or incurred by the Transferor Company, with effect from the Appointed Date upto and inclusive of the Effective Date, shall for all purposes and intent be treated and be deemed to be and accrue as the profits or income or expenditure or losses of the Transferee Company, as the case may be.
- (b) all debts, liabilities, duties and obligations of the Transferor Company as on the close of business on the business day immediately preceding the Appointed Date, whether or not provided in the books of the Transferor Company and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company.



- (c) the Transferor Company shall carry on and be deemed to carry on all its business and activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company on or after the Appointed Date. The Transferor Company hereby undertakes to carry on its business until the Effective Date with reasonable diligence and shall not, without the prior written consent of the Transferee Company, alienate, charge or otherwise deal with the Undertaking or any part thereof except in the ordinary course of business. The Transferor Company also undertakes not to undertake any new business without the prior written consent of the Transferee Company.
- (d) Transferor and Transferee shall not make any change in their respective capital structure either by any increase, (by issue of equity or shares on a rights basis, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organization, or in any other manner, except by mutual consent of the respective Board of



Directors of Transferor and Transferee or except as may be expressly permitted under this Scheme.

8. DISSOLUTION OF THE TRANSFEROR COMPANY

The Scheme, although operative from the Appointed Date, shall become effective from the Effective Date. On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up.

9. ISSUE OF SHARES

9.1 In consideration of the amalgamation of the Transferor Company with the Transferee Company, the Transferee Company shall issue and allot equity shares to the members of the Transferor Company whose name is recorded in the Register of Members of the Transferor Company on the Record Date (i.e. the date to be fixed by the Board of Directors of the Transferee Company for the purpose of allotting shares pursuant to this Scheme) or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title or nominees as may be recognised by



the Board of Directors of the Transferee Company and approved by them to be placed on its Register of Members in the following proportion viz:-

For every 1 (One) fully paid up equity share of Rs. 10/- each held by the members of the Transferor Company, 69 (Sixty nine) equity shares of Rs.10/- each be issued and that any fraction arising out of such allotment shall be paid in cash.

- 9.2 The equity shares will be so issued and allotted without any application being made by the shareholders of the Transferor Company. Every shareholder of the Transferor Company shall surrender the share certificates held by them/ him/ her in the Transferor Company, for cancellation and thereupon, the Transferee Company shall issue new certificates for shares in the Transferee Company, as the shareholder is entitled to.
- 9.3 The equity shares in the Transferee Company to be issued to the members of the Transferor Company shall be subject to the Memorandum and Articles of Association of the Transferee Company.



9.4 The share exchange ratio set out in Clause 9.1 is based on the recommendation in the valuation report of Mr. Praveen Kaushik, Registered Valuer (Registration No. IBBI/RV/06/2018/10153) dated **December 21, 2023** as approved by the Board of Directors of both the Companies.

9.5 In the case of any equity shares held by the Transferee Company in the paid up equity share capital of the Transferor Company and vice-versa, the same shall automatically stand extinguished, on the Effective Date.

9.6 Preference shares held by the Transferee Company in the paid up share capital of the Transferor Company and vice-versa, if any, shall automatically stand extinguished, on the Effective Date.

10. INCREASE IN AUTHORIZED SHARE CAPITAL

10.1 Upon the coming into effect of this Scheme, the Authorised Share Capital of the Transferee shall, without any further act or deed, shall stand increased by the amount of Authorised Share Capital of Transferor. The fees/ duty already paid by



Transferor for its authorized share capital shall be deemed to have been paid by the Transferee Company. Accordingly, upon the coming into effect of the Scheme, the Clause V of the Memorandum of Association of Transferee shall, without any further act or deed, be substituted by the following Clause:

“The Authorised Share Capital of the Company is Rs. 28,00,00,000/- (Rupees Twenty Eight Crores only) divided into 2,80,00,000 (Two Crore Eighty lacs) equity shares of Rs. 10/- each.”

(The Transferee Company shall increase its authorized share capital from Rs. 10,00,00,000/- (Rupees Ten crore Rupees) to Rs. 26,50,00,000/- (Rupees Twenty Six crores Fifty lacs) at the forthcoming Extraordinary General Meeting of its shareholders)

11. ACCOUNTING TREATMENT

On the Scheme becoming effective, the Transferee Company shall account for the Scheme and its effects as follows:



- 11.1 The amount appearing in the books of Transferor Company inter-se as Debtors and Creditors or vis-à-vis the Transferor Company and Transferee Company shall stand cancelled.
- 11.2 The paid-up share capital of the Transferee Company shall increase to the extent described under Section 15 of this Scheme.
- 11.3 The balances appearing under the head “Miscellaneous Expenditure Account (to the extent not written off or adjusted)” in the books of the Transferor Company shall be debited by the Transferee Company to “Miscellaneous Expenditure Account” (to the extent not written off or adjusted) and the same shall thereafter be dealt with in the same manner as it would have been, incurred by the Transferee Company.
- 11.4 The net surplus/deficit, if any, arising out of the amalgamation in the books of the Transferee Company, after providing for the adjustments set forth above, shall be appropriately credited or debited to its “General Reserve Account”.



- 11.5 For removal of doubts AS-14 issued by the Institute of Chartered Accountants of India will be followed.

12. JUSTIFICATION FOR THE AMALGAMATION

- 12.1 By this Scheme, the business of the Transferor Company is proposed to be merged into the Transferee Company for the purposes of better, efficient and economical management, control and running of its businesses, further development and growth of the business and administrative convenience.
- 12.2 The proposed merger of the Transferor Company with the Transferee Company shall result in the following benefits, amongst others, to the Transferor Company and the Transferee Company, their shareholders, creditors and other stakeholders:
- 12.2.1 Both Transferor Company and the Transferee Company have common directors and have ultimate common shareholder. Further the Transferor Company holds the entire equity share capital of the Transferee Company. The Scheme is likely to

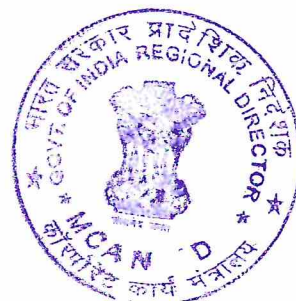


create synergies by consolidating ownership and will result in achieving a simple and transparent ownership structure. It will also eliminate areas of potential conflict of interest and ease considerably related party transactions.

12.2.2 The Scheme is likely to increase the financial strength and flexibility of the Transferee Company and enhance its capabilities to face competition more effectively and also to raise resources for future growth and expansion of the business.

12.2.3 The proposed merger will lead to reduction of administrative cost and overhead expenses, which would further lead to greater and effective executive control, synergy of operations, optimum utilisation of the available resources and economies of scale.

12.2.4 The proposed merger will also result in significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Company and the Transferee Company.



12.2.5 This Scheme would enable the Transferee Company to attain more beneficial results for the Companies, their shareholders, creditors, employees and will not prejudice the interests of any concerned Member/ Creditor or General Public at large.

13. APPLICATION TO THE COURT/S

13.1 The Transferor Company shall, with all reasonable dispatch, make Applications/ Petitions under Sections 233 of the Act to the Regional Director, Northern Region Bench at New Delhi for sanctioning this Scheme of Amalgamation and for dissolution of the Transferor Company without winding up.

13.2 The Transferee Company shall also make Applications/ Petitions to the Regional Director, Northern Region Bench at New Delhi for sanctioning this Scheme of Amalgamation of the Transferor Company with the Transferee Company under the applicable provisions of the Act.

14. AUTHORITY TO DIRECTORS



14.1 The Transferor Company and the Transferee Company by their respective Board of Directors may consent to any modifications or amendments of this Scheme which may either be required by the Court or by any other authority or which in the exercise of the discretion by such Directors, may be considered necessary, desirable or appropriate by them in the best interests of the shareholders. After dissolution of the Transferor Company, the Transferee Company (by its Board of Directors) shall be authorized to give such directions or take such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any Order of the High Court or of any directive or order of any other authorities or otherwise howsoever, arising out of or under or by virtue of this Scheme and/ or any matter concerned or connected herewith.

PART IV

15. SCHEME CONDITIONAL ON APPROVAL/ SANCTIONS

This Scheme is conditional on and subject to:



- (a) Approval of, agreement to and/or consent accorded to this Scheme by the requisite majority of members of the Transferor Company and the Transferee Company;
- (b) Approval of, agreement to and/ or consent accorded to this Scheme by the requisite majorities of such classes of persons as required under Section 233 of the Act for calling meetings and necessary resolutions being passed under the Act for the purpose;
- (c) Compliance with the provisions of Section 233 of the Act, and the necessary Order or Orders being obtained from the Regional Director, Northern Region Bench at New Delhi;
- (d) The filing of the certified copy of the orders of the aforesaid Courts with the Registrar of Companies, NCT of Delhi & Haryana at Delhi by the Transferor Company and by the Transferee Company.



- (e) It being fully effective in accordance with Section 233 of the Act; and
- (f) All other sanctions and approvals as may be required by law in respect of this Scheme being obtained.

16. EFFECT OF NON-RECEIPT OF APPROVALS/ SANCTIONS

In the event of any of the said sanctions and approvals referred to in the preceding Clause 15 above not being obtained and/or the Scheme not being sanctioned by the Regional Director, Northern Region, New Delhi and/or the orders not being passed as aforesaid, 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 each party shall bear and pay its respective costs, charges and expenses for and/ or in connection with the Scheme.



17. COSTS, CHARGES AND EXPENSES

All cost, charges, taxes, including duties, levies and fees and all other expenses, if any, arising out of or incurred in carrying out and implementing the terms and conditions or provisions of this Scheme and incidental to the completion of the amalgamation in pursuance of this Scheme, shall be borne by the Transferee Company.

18. MISCELLANEOUS

18.1 If any Part of this Scheme hereof is invalid, ruled illegal by any Court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that such Part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such Part shall cause this Scheme to become materially adverse to any Party, in which case the Parties shall attempt to bring about a modification in the Scheme, as will best



preserve for the Parties the benefits and obligations of the Scheme, including but not limited to such Part.

18.2 In case any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/ or persons entitled to or claiming any right to any New Equity Shares in Transferee Company or any equity shares in Transferor Company, as to the construction thereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred to Transferee Company or the Transferor Company or as to anything else contained in or relating to or arising out of this Scheme, the same shall be decided jointly by the Boards of Directors of Transferor Company and Transferee Company, whose decision shall be final and binding on all concerned.

18.3 Upon this scheme coming into effect the resolutions, if any, of Transferor Company, which are valid and subsisting on the Effective Date shall continue to be valid and subsisting and be considered as resolutions of



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 Transferee Company.

**For ROYALUX LIGHTING
PRIVATE LIMITED
(Transferee Company)**

**SANJEET
T SINGH** Digitally signed
by SANJEET
SINGH
Date: 2023.12.27
19:05:14 +05'30'

**Name: Sanjeet Singh
Director
DIN: 08353656**

**For FINE TECHNOLO-
GIES (INDIA) PRIVATE
LIMITED**

(Transferor Company)

**SANJEET
SINGH** Digitally signed by
SANJEET SINGH
Date: 2023.12.27
19:05:38 +05'30'

**Name: Sanjeet Singh
Director
DIN: 08353656**

CERTIFIED TRUE COPY



प्रहलाद मीना / Prahlad Meena
संयुक्त निदेशक / Joint Director
भारत सरकार / Govt. of India
कार्पोरेट कार्य मंत्रालय / Ministry of Corporate Affairs
कार्यालय प्रादेशिक निदेशक (उ.प्र.)
Office of Regional Director (U.P.)
नई दिल्ली / Now Delhi



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