

**SCHEME OF AMALGAMATION**  
**UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956**  
**OF**  
**JAYSHREE NIRMAN LIMITED**  
**AND**  
**ASIAN SECURITIES EXCHANGE PRIVATE LIMITED**  
**WITH**  
**BNK SECURITIES PRIVATE LIMITED.**  
**AND**  
**THEIR RESPECTIVE SHAREHOLDERS**

(A) PREAMBLE:

This Scheme of Amalgamation ('Scheme') is presented under Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 for amalgamation of 1) Jayshree Nirman Ltd and 2) Asian Securities Exchange Private Limited with BNK Securities Pvt. Ltd. pursuant to the relevant provisions of the Companies Act, 1956. This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

(B) RATIONALE FOR THE SCHEME:

1. The Transferor Companies i.e. (1) Jayshree Nirman Limited and (2) Asian Securities Exchange Private Limited and the Transferee Company i.e. BNK Securities Private Limited, all herein are engaged in the activities as specified under the main object clause of the companies.
2. For the purpose of better, efficient and economical management, control and running of the business of the undertaking concerned and/or administrative convenience and to obtain advantages of economics of scale the present

scheme is proposed to amalgamate the Transferor Companies with the Transferee Company.

3. The Scheme shall be beneficial and in the best interests of the shareholders, creditors, employees of the Transferor Company the Transferee Company and all concerned.

(C) PARTS OF THE SCHEME:

This Scheme of Amalgamation is divided into the following parts:

- a. PART I deals with the definitions and share capital;
- b. PART II deals with amalgamation of (1) Jayshree Nirman Limited and (2) Asian Securities Exchange Private Limited and the Transferee Company i.e. BNK Securities Private Limited;
- c. PART III deals with general clauses applicable to this Scheme;
- d. PART IV deals with other terms and conditions applicable to this Scheme;

PART I

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme (as defined hereunder), unless inconsistent with the subject or context the following expressions shall have the following meaning:

**“Act” or “The Act”** means the Companies Act, 1956, or any statutory modification or re-enactment thereof for the time being in force.

**“Appointed Date”** means the opening hours of business on 1<sup>st</sup> April, 2016 or such other date as may be fixed or approved by the Hon’ble High Court at Calcutta.

**“Court” or “High Court”** means the Hon’ble High Court at Calcutta and shall include the National Company Law Tribunal, if and when applicable.

**“Record Date”** means the date to be fixed by the Board of Directors or a committee thereof of the Transferee Company for the purpose of determining the members of the Transferor Company to whom shares will be allotted pursuant to the Scheme.

**“Jayshree Nirman Limited”** is “the First Transferor Company”, incorporated under the Companies Act, 1956, and having its Registered Office at 1, British India Street, 5th Floor, Room No- 503, PS- Hare Street, Kolkata -700069 and

**“Asian Securities Exchange Private Limited”** is “the Second Transferor Company”, incorporated under the Companies Act, 1956, and having its Registered Office at 5, Bawali Mondal Road, Kolkata -700026 and

**“BNK Securities Private Limited”** is “the Transferee Company”, incorporated under the Companies Act, 1956, and having its Registered Office at 2, Palm Avenue, Ground Floor, Kolkata-700019.

**“The Effective Date”** means the later of the following dates or such other dates as the Hon’ble High Court at Calcutta, may decide:

The date on which the last of all the consents, approvals, permissions, resolutions, sanctions and orders as are hereinafter referred to have been obtained or passed; and

The date on which certified copies of the Orders of the **Hon'ble High Court at Calcutta** under provisions of sections 391, 392, 393 and 394 of the said Act are filed with the Registrar of Companies, West Bengal, Ministry of Corporate Affairs.

**“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Amalgamation in its present form as submitted to the Hon'ble High Court at Calcutta or this Scheme with such modification(s), if any made, as per Clause 16 of the scheme.

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

2. SHARE CAPITAL:

- i) The authorized, issued, subscribed and paid-up share capital of Transferor Company No. 1 is as follows:

**Jayshree Nirman Limited:**

Share Capital	Amount in Rs.
AUTHORIZED SHARE CAPITAL	
55,00,000 Equity Shares of Rs 10/- each	Rs. 5,50,00,000 /-
Total	Rs. 5,50,00,000 /-
ISSUED, SUBSCRIBED AND PAID UP CAPITAL	
50,61,200 Equity Shares of Rs. 10 each	Rs. 5,06,12,000 /-
Total	Rs. 5,06,12,000 /-

- ii) The authorized, issued, subscribed and paid-up share capital of Transferor Company No 2. is as follows:

**Asian Securities Exchange Private Limited:**

Share Capital	Amount in Rs.
AUTHORIZED SHARE CAPITAL	
7,50,000 Equity Shares of Rs 10/- each	Rs.75,00,000/-
Total	Rs.75,00,000/-
ISSUED, SUBSCRIBED AND PAID UP CAPITAL	
7,50,000 Equity Shares of Rs 10/- each	Rs.75,00,000/-
Total	Rs.75,00,000/-

- iii) The authorized, issued, subscribed and paid-up share capital of Transferee Company is as follows:

**BNK Securities Private Limited:**

Share Capital	Amount in Rs.
AUTHORIZED SHARE CAPITAL	
12,500 Equity Shares of Rs 10,000/- each	Rs. 12,50,00,000 /-
Total	Rs. 12,50,00,000 /-
ISSUED, SUBSCRIBED AND PAID UP CAPITAL	
7,000 Equity Shares of Rs. 10,000/- each	Rs.7,00,00,000 /-
Total	Rs.7,00,00,000 /-

PART II

- a. Amalgamation of:

(1) Jayshree Nirman Limited

(2) Asian Securities Exchange Private Limited

With BNK Securities Private Limited;

3. TRANSFER AND VESTING OF UNDERTAKING:

- i) Upon the coming into effect of this Scheme and with effect from the Appointed Date the entire business and whole of the undertaking of Transferor Companies as a going concern including all assets (whether movable or immovable, real or personal, corporeal or incorporeal, present, future or contingent, tangible or intangible) and properties and liabilities of Transferor Companies shall pursuant to the provisions contained in Sections 391 to 394 and all other applicable provisions, if any, of the Act and without any further act or deed shall stand transferred to and vested in and / or be deemed to be transferred to and vested in the Transferee Company so as to vest in Transferee Company all rights, title and interest pertaining to Transferor Companies.
- ii) With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of Transferor Companies, shall also under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act and without any further act or deed, be transferred to or be deemed to be transferred to Transferee Company, so as to become the debts, liabilities, contingent liabilities, duties and obligations of Transferee Company, from the Appointed Date.
- iii) With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions or approvals or consents relating to and or held by Transferor Companies required to carry on business of Transferor

Companies shall stand vested in or transferred to Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of Transferee Company on compliance of requisite formalities. The benefit of all statutory and regulatory permissions, registration or other licenses, and consents shall vest in and become available to Transferee Company pursuant to the Scheme on compliance of requisite formalities. In so far as the various incentives, subsidies, special status and other benefits or privileges, if any, granted by any Government body, local authority or by any other person, or enjoyed and availed of by Transferor Companies are concerned, the same shall vest with and be available to Transferee Company on the same terms and conditions on compliance of requisite formalities.

- iv) All the existing securities, mortgages, charges, encumbrances or liens, if any, as on the Appointed Date and those created by Transferor Companies after the Appointed Date, over the assets of Transferor Companies transferred to Transferee Company shall, after the Effective Date, continue to relate and remain attached to such assets or any part thereof to which they are related or attached prior to the Effective Date. Such securities, mortgages, charges, encumbrances or liens shall not relate or attach or extend to any of the other assets of Transferee Company.
- v) Any existing encumbrances over the assets and properties of Transferee Company or any part thereof which relate to the liabilities and obligations of Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties of Transferee Company and shall not extend or

attach to any of the assets and properties of Transferor Companies transferred to and vested in Transferee Company by virtue of this Scheme.

4. ISSUE AND ALLOTMENT OF SHARES BY TRANSFEREE COMPANY:

- i) Pursuant to the Scheme coming into effect and upon the entire business and the whole of the Undertaking of Transferor Companies being transferred to and vested in the transferee Companies, Transferee Company shall without any further application or deed, issue and allot, credited as fully paid-up, to the extent indicated below, to every shareholder of Transferor Companies, his/her heirs, executors, administrators or the successors-in-title, as the case may be, holding fully paid up equity shares of Transferor Companies and whose names appear in the Register of Members of Transferor Companies as on the Record Date in the following proportion viz.:

“1 (One) fully paid up Equity Share of Rs 10,000/- each of Transferee Company shall be issued and allotted for every 2,319 ( Two Thousand Three Hundred Nineteen) fully paid up Equity Shares of Rs 10/- each held in the Transferor Company No. 1”; “Jayshree Nirman Limited”.

“1(One) fully paid up Equity Share of Rs 10,000/- each of Transferee Company shall be issued and allotted for every 558 (Five Hundred Fifty Eight) fully paid up Equity Shares of Rs 10/- each held in the Transferor Company No. 2”; “Asian Securities Exchange Private Limited”.

- ii) The Transferee Company shall issue fraction Coupon against fractional entitlements to the members of the Transferor Companies who may be entitled on issue and allotment of equity shares of the Transferee Company



under clause 4.1. Such coupon shall be bearer and freely transferable by delivery. Any person or shareholders of the Transferor Companies or Transferee Company can apply with requisite number of coupons for allotment of 1(One) equity shares of Rs. 10,000/- or multiples thereof within a stipulated time failing which the coupons lapse.

- iii) The Board of Directors of Transferee Company shall, if and to the extent required, apply for and obtain any approvals from concerned Government / Regulatory authorities for the issue and allotment of equity shares to the members of Transferor Companies pursuant to clause 4.1 of the Scheme.
- iv) Upon this Scheme becoming effective, all the shareholders of the Transferor Companies if so required by the Transferee Company shall surrender their Share Certificates for cancellation thereof to the Transferee Company notwithstanding anything to the contrary upon the new shares in the Transferee Company being issued and allotted by the Transferee Company to the Shareholders of the Transferor Companies whose names shall appear on the Register of Members of the Transferor Companies. The cross holdings, if any, between the Transferor & Transferee Companies shall be cancelled and the same will result in reduction of the share capitals. The share certificates in relation to the Shares held by them in the Transferor Companies shall be deemed to have been automatically cancelled and be of no effect on and from the date as may be fixed by the Board of Directors and the Transferee Company may at its sole discretion instead of requiring the surrender of the share certificates as above, directly issue and dispatch the new share certificate of the Transferee Company in lieu thereof. The shares of the

Transferor Company standing in the dematerialized form shall also be deemed to have been automatically cancelled and be of no effect on and from the date as may be fixed by the Board of Directors of the Transferee Company.

5. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEEE COMPANY:

On the Scheme being effective, Transferee Company shall account for the amalgamation in its books as under:

- i) All the assets and liabilities as on the Appointed Date, recorded in the books of Transferor Companies shall stand transferred to and vested in Transferee Company pursuant to the Scheme and shall be recorded by Transferee Company at their respective book values/ Fair Value as may be decided by the Board of Directors of the Transferee Company;
- ii) Crossholding among the Transferor & Transferee Companies, if any, will be cancelled and allotment of shares to the shareholders of Transferor Companies will be made accordingly.
- iii) Inter Company investment between the Transferor Companies and Transferee Company will be cancelled and difference if any, in the book value/ fair value would be adjusted in General Reserve / Goodwill of Transferee Company.
- iv) Transferee Company shall record the assets and liabilities of the transferor companies vested in it pursuant to the scheme, at their respective book / fair value as may be decided by the Board of Directors of the Transferee Company at their discretion. The difference of value if any, would be adjusted in General Reserve / Goodwill of Transferee Company.

- v) Transferee Company shall credit in its books of account, face value of the equity shares issued to the members of Transferor Companies pursuant to the Scheme, to the Share Capital Account;
- vi) If considered appropriate for the purpose of application of uniform accounting methods and policies between Transferor Companies and Transferee Company, the Transferee Company may make suitable adjustments and reflect the effect thereof in the General Reserve of Transferee Companies;
- vii) The accumulated losses and unabsorbed depreciation (if any) of the transferor Companies shall be deemed to be the losses and depreciation of the transferee Company for the previous year in which the amalgamation is effected as per the provisions of Section 72A of the Income Tax Act, 1961;
- viii) The Outstanding MAT benefits of all the Transferor Companies, if any, will be transferred to the Transferee Company.
- ix) In case of any difference in accounting policy between the transferor Companies and the Transferee Company, the same shall be dealt with in accordance with the provisions of Accounting Standard 14, so as to ensure that the financial statements of the Transferee Company reflect the correct financial position on the basis of consistent accounting policy.

### PART III

#### GENERAL CLAUSES

#### 6. TRANSACTIONS BETWEEN APPOINTED DATE AND EFFECTIVE DATE:

During the period between the Appointed Date and the Effective Date:

- i) Transferor Companies shall be deemed to have held and stood possessed of and shall hold and stand possessed of the entire business and undertakings

of Transferor Companies for and on account of and in trust for Transferee Company;

- ii) All the profits or income accruing or arising to Transferor Companies, including dividends, or expenditure or losses arising or incurred by Transferor Companies shall for all purposes be treated and deemed to accrue as the profits or income or expenditure or losses, as the case may be of Transferee Company;
- iii) Transferor Companies shall carry on its business and activities with reasonable diligence and business prudence and shall not venture into/expand any new business, invest in shares, etc, alienate, charge, mortgage, encumber or otherwise deal with the significant assets or any part thereof except in the ordinary course of business without the prior written consent of Transferee Company;
- iv) Transferor Companies shall not, without the prior written consent of Transferee Company, issue or allot any further securities, either by way of rights or bonus shares;
- v) Transferee Company shall be entitled, pending sanction of the Scheme, to apply to the Central Government, State Government, Union Territories and all other concerned agencies, departments and authorities (statutory or otherwise) as are necessary under any law for such consents, approvals and sanctions, which Transferee Company may require to carry on the business of Transferor Companies;

- vi) As and from the date of acceptance of this Scheme by the Board of Directors of Transferor Companies and Transferee Company and till the Effective Date, Transferor Companies shall not alienate, charge, mortgage, encumber or otherwise deal with the assets of undertakings of Transferor Companies or any part thereof without the prior written concurrence of the Board of Directors of Transferee Company.

7. DISSOLUTION OF THE TRANSFEROR COMPANY:

The Transferor Companies shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act.

8. PROFITS, DIVIDEND AND BONUS/RIGHT SHARES:

- i) Transferor Companies shall not utilize profits or income, if any, for any purpose including declaring or paying any dividend in respect of the period falling on and after the Appointed Date.
- ii) From the date of filing of this Scheme with the Hon'ble High Court of Calcutta and up to and including the Effective Date, Transferor Companies shall not make any change in its capital structure in any manner either by any increase (including by way of issue of equity and/or preference shares on a rights basis or by way of a public issue, bonus shares and/or convertible debentures or otherwise), decrease, reduction, reclassification, sub-division, consolidation, re-organization, or in any other manner which may, in any way, affect the Share Exchange Ratio [as provided in the clause 4.1].
- iii) In the event the Transferee Company restructures its equity share capital by way of share split / consolidation / issue of bonus shares during the

pendency of the Scheme, the Share Exchange Ratio (as provided in the Clause 4.1) shall be adjusted accordingly to take into account the effect of such corporate actions.

9. STAFF AND EMPLOYEES:

- i) On the Scheme becoming operative, all staff and employees of Transferor Companies in service on the Effective Date, shall be deemed to have become staff and employees of Transferee Company on such date without any break or interruption in their service and on the terms and conditions of their employment not less favorable than those subsisting with reference to Transferor Companies as on the said date.
- ii) It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Pension Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of Transferor Companies shall become trusts / funds of Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of Transferor Companies in relation to such Fund or Funds shall become those of Transferee Company. It is clarified that the services of the staff and employees of Transferor Companies will be treated as having been continuous for the purpose of the said Fund or Funds.

10. LEGAL PROCEEDINGS:

- i) All legal proceedings of whatsoever nature by or against Transferor Companies pending as at the Appointed Date, shall be continued and enforced by or against Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against Transferor Companies, as the case may be.
- ii) After the Appointed Date, if any proceedings are taken against Transferor Companies in respect of the matters referred to in the sub-clause 10(i) above, Transferor Companies shall defend the same at the cost of Transferee Company and Transferee Company shall reimburse and indemnify Transferor Companies against all liabilities and obligations incurred by Transferor Companies in respect thereof.
- iii) Transferee Company undertakes to have all legal or other proceedings initiated by or against Transferor Companies referred to in sub-clause 10(i) and 10(ii) above, transferred into its name and to have the same continued, prosecuted and enforced by or against Transferee Company to the exclusion of Transferor Companies.

11. CONTRACTS, DEEDS AND OTHER INSTRUMENTS:

- i) Subject to the other provisions of the Scheme, all contracts, including contracts for tenancies and licenses, deeds, bonds, agreements and other instruments of whatsoever nature to which Transferor Companies are party, or the benefit to which Transferor Companies may be eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favor of Transferee Company as the case may be and may

be enforced as fully and effectively as if instead of Transferor Companies, Transferee Company had been a party or beneficiary thereto.

- ii) Transferee Company shall, if so required or becomes necessary, enter into and / or issue and / or execute deeds, writings or confirmation in order to give formal effect to the provisions of this Scheme. Further, Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of Transferor Companies and to implement or carry out all formalities required on the part of Transferor Companies to give effect to the provisions of this Scheme.

12. SAVING OF CONCLUDED TRANSACTIONS:

The transfer of the entire business and the undertaking of Transferor Companies to Transferee Company shall not affect any transactions or proceedings already concluded by Transferor Companies on or before the Effective Date, to the end and intent that Transferee Company accepts and adopts all acts, deeds, matters and things done and/or executed by Transferor Companies in regard thereto as having been done or executed on behalf of Transferee Company.

13. On the Effective Date the Authorized Share Capital of the Transferor Companies shall be added to the Authorised Share Capital of the Transferee Company without further act and deed & without payment of any further fees and it shall not be necessary for the Transferee Company to hold any general meeting of its shareholders for the purpose.



Upon the coming into effect of this Scheme, Clause V of the Memorandum of Association of the Transferee Company (relating to the Authorized Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to the applicable provisions of the Act, as the case may be, in the manner set out below and be replaced by the following clause:

“The Authorized Share Capital of the Company is Rs.18,75,00,000/- (Rupees Eighteen Crore Seventy Five Lakhs only) divided into 18,750 (Eighteen Thousand Seven Hundred Fifty only) Equity Shares of Rs. 10,000/- (Rupees Ten Thousand ) each with power to increase and reduce the capital to divide the shares in the capital for the time being into several classes and attach thereto respectively such preferential or special rights privileges or conditions as may be determined by or in accordance with the regulations of the Company and the Companies Act, 1956/ Companies Act, 2013 and to vary, modify or abrogate such rights, privileges and conditions in such a manner as may for the time being be provided by regulations of the Company.”

14. Immediately after the Effective Date, the Bank Accounts of the Transferor Companies shall be operated by the Transferee Company in such a manner as may be decided by its Board of Directors. The said bank accounts of the Transferor Companies shall be operated by the Transferee Company until the dissolution of the Transferor Companies.

PART IV

OTHER TERMS AND CONDITIONS

15. APPLICATION TO THE HIGH COURT:

Transferor Companies and Transferee Company shall make applications to the Hon'ble High Court of Calcutta for sanctioning this Scheme under sections 391 to 394 of the Act and for dissolution of Transferor Companies without being wound up.

16. MODIFICATION / AMENDMENTS TO THE SCHEME AND GENERAL POWER TO THE BOARD:

- i) On behalf of both Transferor Companies and Transferee Company and on behalf of all persons concerned, the Board of Directors of respective companies or any committee of Board of Directors, may consent, to any modifications or amendments of the Scheme and without prejudice to the generality of the foregoing, any modification to the Scheme involving withdrawal of any of the parties to the Scheme at any time and for any reason whatsoever, or to any conditions or limitations that the High Court or any other authority may deem fit to direct or impose.

17. CONDITIONALITY OF THE SCHEME:

The Scheme is conditional upon and subject to:

- i) The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.

- ii) The approval by the requisite majority of the members / creditors of Transferor Companies and Transferee Company as may be directed by the Hon'ble High Court of Calcutta or any other competent authority, as may be applicable.
- iii) The sanction of the Hon'ble High Court of Calcutta being obtained under Sections 391 and 394 and other applicable provisions of the Act, on behalf of Transferor Companies and Transferee Company.
- iv) The certified or authenticated copies of the Order of the High Court under Section 391 and 394 of the Companies Act sanctioning the Scheme are filed with the Registrar of Companies, West Bengal.

18. EFFECT OF NON RECEIPTS OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding clause not obtained and/or the scheme not being sanctioned by the High Court and other such competent Authority and / or the order not being passed or within such further period or periods as may be agreed upon between the Transferor companies and the Transferee Company by their Board of Directors (and which the Board of Directors of the companies are hereby empowered and authorized to agree to and extent the scheme from time to time without any limitations) the scheme shall stand revoke, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as it 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 as may otherwise arise in Law. Each party shall

bear and pay its respective costs, charges and expenses for and or in connection with the scheme.

19. EXIT OPPORTUNITY TO THE SHAREHOLDERS

- i) With an intention to provide exit option to the new shareholders, those who wish, not to be, allotted equity shares of BNK Securities Private Limited, may upon receipt of the notice of the proposed allotment / record date may inform BNK Securities Private Limited about their such intentions. On receipt of their intentions for not opting allotment of equity shares of BNK Securities Private Limited, such shareholder shall be allotted zero coupon bonds of the same value in respect to their entitlement which shall be redeemed after 3 years or earlier at the option of the Transferee Company.
- ii) The Board of Transferee Company, may apply for listing of equity shares at National Level Stock Exchanges subject to Listing Guidelines, rules, regulations etc applicable at the relevant time.

20. COSTS:

In the event of the Scheme being sanctioned by the High Court, the Transferee Company shall bear and pay all costs, charges, expenses, taxes including duties, levies in connection with the Scheme.