



RAJRATAN

OUTPERFORM

INDIA | THAILAND

RAJRATAN GLOBAL WIRE LIMITED

Regd. office: Rajratan House' 11/2 MeeraPath,Dhenu Market, Indore-452003-MP

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CIN: L27106MP1988PLC004778

E-mail: investor.cell@rajratan.co.in

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MEETING OF EQUITY SHAREHOLDERS

OF

RAJRATAN GLOBAL WIRE LIMITED

(convened pursuant to the order dated 14th September, 2017 passed by the National Company Law Tribunal, Bench at Ahmedabad)

MEETING:

Day	:	Monday
Date	:	20 th November, 2017
Time	:	2.00 p.m. (1400 hours) IST
Venue	:	'Rajratan House' 11/2 MeeraPath,Dhenu Market, Indore-452003. MP

POSTAL BALLOT AND REMOTE E-VOTING:

Start Date and Time	:	21 st October, 2017 at 9.00 a.m. (0900 hours) IST
End Date and Time	:	19 th November, 2017 at 5.00 p.m. (1700 hours) IST

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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
BENCH AT AHMEDABAD
CA(CAA)NO. 98/NCLT/AHM/ 2017**

In the matter of the Companies Act, 2013;

And

In the matter of Rajratan Global Wire Limited

And

In the matter of the Sections 230-232 read with other relevant provisions of the Companies Act, 2013 for Scheme of Amalgamation of Cee Cee Engineering Industries Private Limited with Rajratan Global Wire Limited and their respective shareholders and creditors;

Rajratan Global Wire Limited,

a Company incorporated under the provisions of the companies Act,1956 and having its registered office at “Rajratan House” 11/2, Meera Path, Dhenu Market, Indore - 452003 Madhya Pradesh, India

....Transferee/Applicant Company

**NOTICE CONVENING THE MEETING OF THE EQUITY SHAREHOLDERS
OF THE APPLICANT COMPANY**

To,

All the Equity Shareholders of Rajratan Global Wire Limited (“Applicant Company”/“the Company”)

NOTICE is hereby given that by an order dated 14th September, 2017 (the “**Order**”), the Hon’ble National Company Law Tribunal, Bench at Ahmedabad (“**NCLT**”) has directed a meeting to be held of the equity shareholders of the Applicant Company for the purpose of considering, and if thought fit, approving, with or without modification(s), the Scheme of Amalgamation between Cee Cee Engineering Industries Private Limited and **Rajratan Global Wire Limited** and their respective shareholders and creditors (“**Scheme**”).

In pursuance of the said Order and as directed therein further notice is hereby given that a meeting of the equity shareholders of the Applicant Company will be held at the registered office of the Applicant Company at ‘Rajratan House’ 11/2 Meera Path Dhenu Market, Indore, Madhya Pradesh, 452003 India, on Monday, 20th day of November, 2017 at 2:00 p.m. IST (“**Meeting**”) at which time and place the equity shareholders of the Applicant Company are requested to attend and to considerand, if thought fit, to pass, with or without modification(s), the following resolution:

“RESOLVED THAT pursuant to the provisions of Sections 230-232 and other applicable provisions of the Companies Act,2013, the rules, circulars and notifications made thereunder (including any statutory modification or re-enactment thereof) as may be applicable, and the Securities and Exchange Board of India Notification No. SEBI/LAD/NRO/GN/2016-17/029 dated 15-02-2017, and the provisions of the Memorandum and Articles of Association of the Applicant Company and subject to the approval of Hon’ble National Company Law Tribunal, Bench of Ahmedabad (“**NCLT**”) and further subject to such other approvals, permissions and sanctions of regulatory and other authorities, to the extent applicable or necessary and subject to such conditions and modifications

as may be prescribed or imposed by NCLT or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the “**Board**”, which term shall be deemed to mean and include one or more committee(s) constituted/ to be constituted by the Board or any person(s) which the Board may nominate to exercise its powers including the powers conferred by this resolution), the Amalgamation embodied in the Scheme of Amalgamation between CeeCee Engineering Industries Private Limited and Rajratan Global Wire Limited and their respective shareholders and creditors (“**Scheme**”) placed before this meeting and initialled by the Chairman of the meeting for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER THAT the Managing Director of the Company be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the amalgamation embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the NCLT while sanctioning the amalgamation embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any questions or doubts or difficulties that may arise including passing of such accounting entries and/or making such adjustments in the books of accounts as considered necessary in giving effect to the Scheme, as the Managing Director may deem fit and proper.”

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy provided that a proxy in the prescribed form, duly signed by you or your authorised representative, is deposited at the registered office of the Transferee Company at ‘Rajratan House’ 11/2 Meera Path Dhenu Market, Indore- 452003 Madhya Pradesh - India, not later than 48 (forty eight) hours before the time fixed for the aforesaid meeting. The form of proxy can be obtained free of charge from the registered office of the Applicant Company.

TAKE FURTHER NOTICE that in compliance with the order issued by NCLT dated 14th September, 2017 and the provisions of (i) Section 230(4) read with Sections 108 and 110 of the Companies Act, 2013; (ii) Rule 6(3) (xi) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 ; (iii) Rule 22 read with Rule 20 and other applicable provisions of the Companies (Management and Administration) Rules, 2014; (iv) Regulation 44 and other applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations , 2015, Applicant Company has provided the facility of voting by postal ballot as well as remote e-voting so as to enable the equity shareholders to consider and approve the Scheme of Amalgamation by way of the aforesaid resolution. Accordingly voting by equity shareholders of the Applicant Company to the Scheme shall be carried out through (i) postal ballot (ii) remote e-voting and (iii) poll or ballot paper at the venue of the meeting to be held on 20th November, 2017.

Copies of the Scheme and of the Explanatory Statement, under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 reads with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, along with the enclosures as indicated in the index, can be obtained free of charge at the registered office of the Applicant Company at Rajratan House’ 11/2 Meera Path Dhenu Market, Indore, Madhya Pradesh 452003, India.

NCLT has appointed Mr. Manish Jain, Advocate as the Chairman of the said Meeting including for any adjournment or adjournments thereof.

The Scheme, if approved in the aforesaid meeting, will be subject to the subsequent approval of the NCLT.

A copy of the Explanatory Statement, under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Scheme and the other enclosures including Proxy Form, Attendance Slip and Postal Ballot form as indicated in the index are enclosed herewith.

Dated this 25th day of September, 2017

Registered Office:

Rajratan House' 11/2
Meera Path, Dhenu Market,
Indore452003 M.P., India

Sd/-

Manish Jain
Advocate

Chairman appointed for the meeting

Notes:

1. Only registered equity shareholders of the Applicant Company may attend and vote either in person or by proxy (a proxy need not be an equity shareholder of the Applicant Company) or in the case of a body corporate by a representative authorised under Section 113 of the Companies Act, 2013, at the meeting of the equity shareholders of the Applicant Company. The authorised representative of a body corporate which is a registered equity shareholder of the Applicant Company may attend and vote at the meeting of the equity shareholders of the Applicant Company provided a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate authorising such representative to attend and vote at the meeting of the equity shareholders of the Applicant Company is deposited at the registered office of the Applicant Company not later than 48 (forty eight) hours before the scheduled time of the commencement of the meeting of the equity shareholders of the Applicant Company.
2. As per Section 105 of the Companies Act, 2013 and rules made thereunder, a person can act as proxy on behalf of not more than 50 (fifty) equity shareholders holding in aggregate, not more than 10% (ten percent) of the total share capital of the Applicant Company carrying voting rights. Equity shareholders holding more than 10% (ten percent) of the total share capital of the Applicant Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or equity shareholder.
3. The Proxies should carry their identity proof i.e. a Pan Card / Aadhaar Card / Passport / Driving License / Voter ID Card.
4. It is further clarified that the Proxies can only vote on Poll at the Meeting and not through any other mode.
5. The form of proxy can be obtained free of charge from the registered office of the Applicant Company.
6. All alterations made in the form of proxy should be initialled.

7. During the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, an equity shareholder would be entitled to inspect the proxies lodged at any time during the business hours of the Applicant Company, provided that not less than 3(three) days of notice in writing is given to the Applicant Company.
8. NCLT by its Order has directed that a meeting of the equity shareholders of the Applicant Company shall be convened and held at the registered office of the Applicant Company on 20th November, 2017 for the purpose of considering, and if thought fit, approving, with or without modification(s), the Amalgamation embodied in the Scheme. Equity shareholders would be entitled to vote in the said meeting either in person or through proxy.
9. In compliance with the provisions of (i) Section 230(4) read with Sections 108 and 110 of the Companies Act,2013; (ii) Rule 6(3)(xi) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; (iii) Rule 22 read with Rule 20 and other applicable provisions of the Companies (Management and Administration) Rules, 2014; and (iv) Regulation 44 and other applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Applicant Company has provided the facility of voting by postal ballot and remote e-voting so as to enable the equity shareholders to consider and approve the Scheme by way of the aforesaid resolution. Accordingly, voting by equity shareholders of the Applicant Company to the Scheme shall be carried out through (i) postal ballot (ii) remote e-voting and (iii) ballot or polling paper at the venue of the meeting to be held on 20th November, 2017.
10. The quorum of the meeting of the equity shareholders of the Applicant Company shall be 15(Fifteen) equity shareholders of the Applicant Company present in person.
11. A registered equity shareholder or his proxy or authorised Representative, attending the Meeting, is requested to bring the attendance Slip duly completed and signed.
12. The registered equity shareholder who hold shares in dematerialized form and who are attending the meeting are requested to bring their DP ID and Client ID for easy identification of attendance at the Meeting.
13. The registered equity shareholders are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the register of members of the Applicant Company/list of beneficial owners as received from National Securities Depository Limited (“NSDL”)/Central Depository Services (India) Limited (“CDSL”) in respect of such joint holding, will be entitled to vote.
14. The documents referred to in the notice and the Explanatory Statement shall be open for inspection by the equity shareholders at the registered office of the Applicant Company on all working days, except Sundays and public/national holidays, between 11:00 a.m. to 1:00 p.m. up to the date of the Meeting and at the Meeting during the meeting hours.
15. Equity shareholders holding equity shares as on 6th October, 2017 being the cut-off date, will be entitled to exercise their right to vote on the above resolution.
16. The notice, together with the documents accompanying the same, is being sent to all the Equity Shareholders either by registered post or speed post/airmail or by courier service or electronically by e-mail to those equity shareholders who have registered their e-mail ids with the Applicant

Company /registrar and share transfer agents/ NSDL/ CDSL, whose names appear in the register of members/list of beneficial owners as received from NSDL/CDSL as on 6th October, 2017. The Notice will be displayed on the website of the Applicant Company www.rajratan.co.in and on the website of NSDL, www.evoting.nsdl.com.

17. A person, whose name is not recorded in the register of members or in the register of beneficial owners maintained by NSDL/CDSL as on the cut-off date i.e. 6th October, 2017 shall not be entitled to avail the facility of e-voting or voting through postal ballot or voting at the meeting to be held on 20th November, 2017. Voting rights shall be reckoned on the paid-up value of the shares registered in the name of equity shareholders as on Friday the 6th October, 2017. Persons, who are not equity shareholders of the Applicant Company as on the cut-off date i.e. 6th October, 2017 should treat this notice for information purposes only.
18. The voting by the equity shareholders through the postal ballot or remote e-voting shall commence at 9:00 a.m. on 21st October, 2017 and shall close at 5:00 p.m. on 19th November, 2017.
19. The notice convening the meeting will be published through advertisement in (i) Times of India, Indore Edition in the English language; and (ii) translation thereof in Chautha Sansar, Indore Edition in Hindi language.
20. In accordance with the provisions of Section 230-232 of the Companies Act, 2013, the Scheme shall be acted upon only if a majority of persons representing three-fourth in value of the equity shareholders of the Applicant Company, voting in person or by proxy or by postal ballot or remote e-voting, agree to the Scheme.
21. The Applicant Company has engaged the services of NSDL for facilitating e-voting for the said meeting to be held on 20th November, 2017. Equity shareholders desiring to exercise their vote by using e-voting facility are requested to follow the instructions mentioned in Note 34 below.
22. A postal ballot form along with self-addressed postage pre-paid envelope is also enclosed. Equity shareholders voting in physical form are requested to carefully read the instructions printed in the attached postal ballot form. Equity shareholders who have received the postal ballot form by e-mail and who wish to vote through postal ballot form can download the postal ballot form from the Applicant Company's website www.rajratan.co.in or seek duplicate postal ballot form from the Applicant Company or from M/s. Link Intime India Private Limited, C-101, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400083.
23. Equity shareholders shall fill in the requisite details and send the duly completed and signed postal ballot form in the enclosed self-addressed postage pre-paid envelope to the scrutinizer so as to reach the scrutinizer before 5:00p.m. on or before 19th November, 2017. Postal ballot form, if sent by courier or by registered post/speed post at the expense of an equity shareholder will also be accepted. Any postal ballot form received after the said date and time period shall be treated as if the reply from the equity shareholders has not been received.
24. Incomplete, unsigned, improperly or incorrectly tick marked postal ballot forms will be rejected by the scrutinizer.
25. The vote on postal ballot cannot be exercised through proxy.
26. There will be only 1 (one) postal ballot form for every registered folio/client ID irrespective of the number of joint equity shareholders.

27. The postal ballot form should be completed and signed by the equity shareholders (as per specimen signature registered with the Applicant Company and/or furnished by the Depositories). In case, shares are jointly held, this form should be completed and signed by the first named equity shareholder and, in his/her absence, by the next named equity shareholder. Holder(s) of Power of Attorney (“PoA”) on behalf of an equity shareholder may vote on the postal ballot mentioning the registration number of the PoA with the Applicant Company or enclosing a copy of the PoA authenticated by a notary. In case of shares held by companies, societies etc., the duly completed postal ballot form should be accompanied by a certified copy of the board resolution/ authorisation giving the requisite authority to the person voting on the postal ballot form.
28. Mr.Palash Jain, Practising Company Secretary (Membership No. ACS 50724/CP 18542) has been appointed as the scrutinizer to conduct the postal ballot and remote e-voting process and voting at the venue of the meeting in fair and transparent manner.
29. The scrutinizer will submit his combined report to the Chairman of the meeting after completion of the scrutiny of the votes cast by the equity shareholders of the Applicant Company through (i) postal ballot (ii) remote e-voting process and (iii) ballot or polling paper at the venue of the meeting. The scrutinizer’s decision on the validity of the vote (including e-votes) shall be final. The results of votes cast through (i) postal ballot, (ii) remote e-voting and (iii) ballot or polling paper at the venue of the meeting will be announced on or before 22nd November, 2017 at the registered office of the Applicant Company. The results, together with the scrutinizer’s reports, will be displayed at the registered office of the Applicant Company, on the website of the Applicant Company, www.rajratan.co.in and on the website of NSDL at <https://www.evoting.nsdl.com> besides being communicated to BSE Limited.
30. Kindly note that the equity shareholders of the Applicant Company can opt only one mode for voting i.e. by postal ballot or remote e-voting or voting at the venue of the meeting. If an equity shareholder has opted for remote e-voting, then he/she should not vote by postal ballot form also and vice versa. However, in case equity shareholder(s) cast their vote both via postal ballot and remote e-voting, then voting validly done through remote e-voting shall prevail and voting done by postal ballot shall be treated as invalid.
31. The equity shareholders of the Transferee company attending the meeting who have not cast their vote either through postal ballot or e-voting shall be entitled to exercise their vote at the venue of the meeting. Equity shareholders who have cast their votes through postal ballot or e-voting may also attend the meeting but shall not be entitled to cast their vote again.
32. The voting through postal ballot and e-voting period will commence at 9.00 a.m. on 21st day of October, 2017 and will end at 5.00 p.m. on 19th day of November, 2017. During this period, the equity shareholders of the Applicant Company holding shares either in physical form or in dematerialized form, as on the cut-off date, i.e. 6th October, 2017 may cast their vote electronically or by postal ballot. The voting module shall be disabled by NSDL for voting on 19th November, 2017 at 5.00 p.m. Once the vote on the resolution is cast by an Equity shareholder, he or she will not be allowed to change it subsequently.
33. Any queries/grievances in relation to the voting by postal ballot or remote e-voting may be addressed to Mr. Shubham Jain, Company Secretary of the Applicant Company at “Rajratan House” 11/2, Meera Path, Dhenu Market, Indore-452003 M.P. or through email to investor.cell@rajratan.co.in. Mr. Shubham Jain, Company Secretary of the Applicant Company can also be contacted at 0731-2546401. Any query/grievance related to the e-voting may be addressed to

Mr.Rajeev Ranjan of NSDL at the toll free no.: 1800-222-990 or e: mail- evoting@nsdl.co.in.

34. Voting through electronic means

A. In case a Member receives an email from NSDL [for members whose email IDs are registered with the Company/Depository Participants(s)] :

- (i) Open email and open PDF file viz; “RGWLremote e-voting.pdf” with your Client ID or Folio No. as password. The said PDF file contains your user ID and password/PIN for remote e-voting. Please note that the password is an initial password.

NOTE: Shareholders already registered with NSDL for e-voting will not receive the PDF file “RGWLremote e-voting.pdf”.

- (ii) Launch internet browser by typing the following URL: <https://www.evoting.nsdl.com/>
- (iii) Click on Shareholder –Login
- (iv) Put your user ID and password. Click Login.
- (v) Password change menu appears. Change the password/PIN with new password of your choice with minimum 8 digits/characters or combination thereof. Note new password. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- (vi) Home page of remote e-voting opens. Click on remote e-voting: Active Voting Cycles.
- (vii) Select “EVEN” (E-voting Event Number) of “Rajratan Global Wire Limited”.
- (viii) Now you are ready for remote e-voting as Cast Vote page opens.
- (ix) Cast your vote by selecting appropriate option and click on “Submit” and also “Confirm” when prompted.
- (x) Upon confirmation, the message “Vote cast successfully” will be displayed.
- (xi) Once you have voted on the resolution, you will not be allowed to modify your vote.
- (xii) Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer through e-mail to palash.jain2@gmail.com or investor.cell@rajratan.co.in with a copy marked to evoting@nsdl.co.in

B. In case a Member receives physical copy of the Notice of [for members whose email IDs are not registered with the Company/Depository Participants(s) or requesting physical copy] :

- (i) Initial password is provided as below/at the bottom of the postal ballot form:

EVEN (e-voting Event Number)	USER ID	PASSWORD/PIN

- (ii) Please follow all steps from Sl. No. (ii) to Sl. No. (xii) above in A, to cast vote.

C. Other Instructions

- i. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Members and remote e-voting user manual for Members available at the downloads section of www.evoting.nsdl.com or call on toll free no.: 1800-222-990.
- ii. The voting rights of members shall be in proportion to their shares of the paid up equity share capital of the Company as on the cut-off date of 6th October, 2017. Persons, who are not equity shareholders of the Applicant Company as of the cut-off date i.e. 6th October, 2017, should treat this notice for information only.
- iii. However, if you are already registered with NSDL for remote e-voting then you can use your existing user ID and password for casting your vote. If you forgot your password, you can reset your password by using “Forgot User Details/Password?” or “Physical User Reset Password?” option available on www.evoting.nsdl.com or contact NSDL at the following toll free no.: 1800-222-990.

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
BENCH AT AHMEDABAD
CA(CAA) NO. 98/NCLT/AHM/ 2017**

In the matter of the Companies Act, 2013;

And

In the matter of Rajratan Global Wire Limited

And

In the matter of the Sections 230-232 read with other relevant provisions of the Companies Act, 2013 for Scheme of Amalgamation of Cee Cee Engineering Industries Private Limited with Rajratan Global Wire Limited and their respective shareholders and creditors;

Rajratan Global Wire Limited,

a Company incorporated under the provisions of the companies Act,1956 and having its registered office at “Rajratan House” 11/2, Meera Path, Dhenu Market, Indore - 452003 Madhya Pradesh.

....Transferee/Applicant Company

EXPLANATORY STATEMENT UNDER SECTIONS 230(3), 232(1) AND (2) AND 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. Pursuant to the final order dated 14th day of September, 2017 passed by the Hon’ble National Company Law Tribunal, Bench at Ahmedabad (the “NCLT”), in CA(CAA) No. 98/NCLT/AHM/2017 (“**Order**”), a meeting of the equity shareholders of Rajratan Global Wire Limited (hereinafter referred to as the “**Applicant Company**” or the “**Transferee Company**” or “**RGWL**” as the context may admit) is being convened at the registered office of the Applicant Company at Rajratan House’ 11/2 Meera Path, Dhenu Market, Indore - 452003, Madhya Pradesh, India on Monday, the 20th day of November 2017 at 2:00 a.m. (1400 hours), for the purpose of considering, and if thought fit, approving, with or without modification(s), the Scheme of Amalgamation between Cee Cee Engineering Industries Private Limited (hereinafter referred to as the “**Transferor Company**” or “**CCEIPL**” as the context may admit) and RGWL and their respective shareholders and creditors under Sections 230 - 232 and other applicable provisions of the Companies Act, 2013 (the “**Scheme**”). RGWL and CCEIPL are together referred to as the “**Companies**”. Notice of the said meeting together with the copy of the Scheme of Amalgamation is sent herewith. This statement explaining the terms of the Scheme of Amalgamation is being furnished as required u/s 230(3) of the Companies Act, 2013. Capitalised terms used herein but not defined shall have the meaning assigned to them in the Scheme, unless otherwise stated.
2. The draft Scheme of Amalgamation was placed before the Audit Committee at their meeting held on 2nd day of November, 2016 and before the Board of Directors of the Applicant Company on 3rd day of November, 2016. In accordance with the provisions of SEBI Circular bearing no. CIR/CFD/CMD/16/2015 dated November 30, 2015, the Audit Committee of the Applicant Company vide a resolution passed on November 2, 2016 recommended the Scheme of Amalgamation to the Board of Directors of the Applicant Company, inter-alia, taking into account the Fairness Opinion dated November 2, 2016 issued by Swastika Investmart Limited, an independent Merchant

Banker. The Board of Directors of the Applicant Company in its meeting held on November 3, 2016 approved the Scheme of Amalgamation inter alia, based on such recommendation of the Audit Committee.

3. In terms of the said Order, the quorum for the said meeting shall be 15 (fifteen) equity shareholders present in person. Further in terms of the said Order, NCLT, has appointed Mr. Manish Jain, Advocate as the Chairman of the meeting of the Applicant Company including for any adjournment or adjournments thereof.
4. This statement is being furnished as required under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 (the “Act”) read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (the “Rules”).
5. In accordance with the provisions of Sections 230 – 232 of the Act, the Scheme shall be acted upon only if a majority in persons representing three fourths in value of the equity shareholders, of the Applicant Company, voting in person or by proxy or by postal ballot or remote e-voting, agree to the Scheme.
6. In terms of the Order dated 14th day of September 2017, passed by the NCLT, in CA(CAA) No.98/NCLT/AHM/2017, if the entries in the records/registers of the Applicant Company in relation to the number or value, as the case may be, of the equity shares are disputed, the Chairman of the meeting shall determine the number or value, as the case may be, for the purposes of the said meeting.
7. List of Companies involved in the Scheme of Amalgamation:
 - a) Rajratan Global Wire Limited (Applicant Company/Transferee Company)
 - b) Cee Cee Engineering Industries Private Limited (Transferor Company)
8. **Details of the Companies/ Parties to the Scheme of Amalgamation:**
 - A. **Particulars of Rajratan Global Wire Limited**
 - a) RGWL, a public company, limited by shares was incorporated as private company on 9th September, 1988 as Rajratan Wires Private Limited which was converted into public limited company on 31st March, 1994 vide certificate of Registrar of Companies, Gwalior as Rajratan Wires Limited. The name of the Company was changed to Rajratan Gustav Wolf Limited on 24th December, 1998 which was again changed to the present name Rajratan Global Wire Limited on 26th July, 2004. The Corporate Identification Number of RGWL is L27106MP1988PLC004778 and the Permanent Account Number is AABCR4530Q. The equity shares of the RGWL are listed on BSE Limited (“BSE”). The listing application with NSE Limited (“NSE”) is in process.
 - b) The registered office of RGWL is situated at ‘Rajratan House’ 11/2, Meera Path, Dhenu Market, Indore-452003. There has been no change in the registered office address of RGWL in the last five (5) years. The e-mail address of the company is investor.cell@rajratan.co.in
 - c) The main objects for which RGWL has been established are set out in its Memorandum of Association, which are as follows:
 - i) To carry on in India and elsewhere in the world the industry, trade or business

of casting the ingots of iron, steel, copper, bronze, aluminium and other ferrous and non-ferrous ingots and/or the rollings of bars and rods of iron, steel, copper, brass, bronze, aluminium and other ferrous and non-ferrous metal, and/or the drawings and extrusion for wires, pipes and tubes of iron, steel, copper, brass, bronze, aluminium and other ferrous and non-ferrous metals, and/or the manufacturers of finished products of ropes, of ferrous and non-ferrous metals, cables of copper, iron, steel, bronze, aluminium and other ferrous and non-ferrous metals, trolley wires made of bronze, iron, steel, copper, brass, aluminium and other ferrous and non-ferrous metals, galvanised iron wires, wire fencing, wires netting, wire nails, wires clips and staples of ferrous and non-ferrous metals and

- ii) To do the business of wire drawers and manufacture of, dealers in and exporters and importers in steel wires, copper wires, brass wires, zinc wires and other wires of all ferrous and non-ferrous metals and their compounds and to cover wires wherever necessary with rubber, plastic or any other non-conductor and to manufacture overheads and underground cables, electric wires.

Clause 8 of the Objects incidental or ancillary to the attainment of main objects, which contains provisions for amalgamation, is reproduced below:

“(8) To purchase and /or otherwise acquire and undertake the whole or any part of the business, property, right and liabilities of any person, firm or body corporate, carrying on or proposing to carry on any business which this company is authorised to carry on or possessed of property rights suitable for any of the purposes of the company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company and to purchase, acquire, sell and deal in property, share, stock, to any such person, firm or body corporate and to conduct make or to carry into effect any Amalgamations in regard to the winding up of the business of any such persons, firm or body corporate.

There has been no change in the object clause of RGWL in the last five (5) years.

- d) RGWL is a well-known name in the field of Steel wires and achieved market leading position in producing best quality products for its valuable customers. It has a reasonably strong balance sheet to support its future growth plans and awarded as “Star one export house”. The brief description of some of the major businesses being carried out by the RGWL along with its subsidiaries are as under:
 - i. RGWL is engaged in the business of manufacturing and supply of high tensile steel wire mainly tyre bead wires.
 - ii. RGWL holds 100% of the paid up equity share capital of Rajratan Thai Wire Co. Ltd, Thailand which is a Wholly Owned Subsidiary of RGWL. Rajratan Thai Wire Co. Ltd, Thailand is engaged in the business of manufacturing high carbon Steel Wires and Tyre Bead Wires.
 - iii. RGWL holds 100% of the paid up equity share capital of the Transferor Company CCEIPL which is a Wholly Owned Subsidiary of RGWL and is engaged in manufacturing of Steel Spools and cages.
- e) The Authorised, Issued, Subscribed and Paid-up share capital of RGWL, as on 30th June, 2017 is as under:

Authorised Share Capital	Amount in Rs.
80,00,000 Equity Shares of Rs. 10/- each	8,00,00,000
Issued, Subscribed and Paid-up share capital	
43,51,800 fully paid-up Equity Shares of Rs. 10/-each	4,35,18,000

f) The details of promoters and present Directors of the Applicant Company alongwith their addresses are as follows:

i. Promoters

Sr. No.	Name of directors	Address
1.	Mr. Sunil Chordia	26-B, Race Course Road, Opp. Raka Mension, Indore, 452003, M.P., India
2.	Mrs. Sangita Chordia	26-B, Race Course Road, Opp. Raka Mension, Indore, 452003, M.P., India
3.	Mr. Yashovardhan Chordia	26-B, Race Course Road, Opp. Raka Mension, Indore, 452003, M.P., India
4.	Sunil Kumar Chandan Mal HUF	26-B, Race Course Road, Opp. Raka Mension, Indore, 452003, M.P., India
5.	Ms. Shubhika Chordia	26-B, Race Course Road, Opp. Raka Mension, Indore, 452003, M.P., India
6.	Rajratan Investments Limited	'Rajratan House' 11/2 Meera Path, Dhenu Market, Indore – 452003, M.P., India
7.	Rajratan Resources Pvt. Ltd.	'Rajratan House' 11/2 Meera Path, Dhenu Market, Indore – 452003, M.P., India

ii) Directors

Sr. No.	Name of directors	Address
1.	Mr. Shiv Singh Mehta	“Shardool” 20/4, Yeshwant Niwas Road, Indore, 452003, M.P., India
2.	Mr. Purushottam Das Nagar	11 Bungalow Colony, Bungalow No. 2,, 7/2, Race Course Road,, Indore, 452003, M.P., India
3.	Mr. Surendra Singh Maru	A-601, Bcm Heights, A-5 Pu4, Scheme No. 54, Bombay Hospital Link Road, Indore
4.	Mr. Abhishek Dalmia	Radha Vihar, 35-B, Prithviraj Road, New Delhi, 110011, India
5.	Mr.Chandrashekar Bobra	25 , Kanchan Bagh, Indore, 452001, M.P., India
6.	Mr. Sunil Chordia	26-B, Race Course Road, Opp. Raka Mension, Indore, 452003, M.P., India
7.	Mrs. Sangita Chordia	26-B, Race Course Road, Opp. Raka Mension, Indore, 452003, M.P., India

g) The amount due to Unsecured Creditors of Applicant Company as on as on 30th June, 2017 is Rs. 16.60 crores.

B. Cee Cee Engineering Industries Private Limited

- a. CCEIPL is deemed to be a public company, being subsidiary of a public company as per the provisions of section 2(71) proviso of the Companies Act, 2013, limited by shares and incorporated on 29th April, 1986 as Cee Cee Engineering Industries Private Limited as private company. The Corporate Identification number of CCEIPL is U27101MP1986PTC003392 and the Permanent Account Number is AACCC4424F.
- b. The registered office of CCEIPL is situated at 11/2, Meera Path, Dhenu Market, Indore-452003. There has been no change in the registered office address of CCEIPL in the last five (5) years. The e-mail address of Rajratan is hitesh.t@rajratan.co.in
- c. The main objects for which CCEIPL has been established are set out in its Memorandum of Association, which are as follows:
- (i) To carry on the business of manufacturer, importers and exporters of and dealers and providing of consultancy services in material handling equipment, industrial machinery and spare parts thereof made of steel, iron, stainless steel or any other metal or alloy or materials or by combination of two or more metals or alloys including turnkey projects.
- (ii) To carry on business of consultancy, designing and engineering works of contracts, construction, manufacture, fabrication and erection.

Clause 23 of the Objects incidental or ancillary to the attainment of main objects, which contains provisions for amalgamation, is reproduced below:

- “23. To amalgamate with any companies having objects altogether or in part similar to those of the Company.

There has been no change in the object clause of CCEIPL in the last five (5) years.

- d. The Transferor Company is mainly engaged in manufacturing of Steel Spools and cages.
- e. The Authorised, Issued, Subscribed and Paid-up share capital of CCEIPL, as on 30th June, 2017 is as under:

Authorised Share Capital	Amount in Rs.
15,000 Equity Shares of Rs. 100/- each	15,00,000
Issued, Subscribed and Paid-up share capital	
6,000 Equity Shares of Rs. 100/- each	6,00,000

- f. The details of promoters and present Directors of the Transferor Company along with their addresses are as follows:

i. Promoters

Sr. No.	Promoter	Address / Registered Office
1.	Rajratan Global Wire Limited	‘Rajratan House’ 11/2 Meera Path, Dhenu Market, Indore – 452003, M.P., India

ii. Directors

Sr. No.	Name of director/ Promoter	Address
1.	Manish Dalal	Flat No.101, Prabhat Residency Block Tilak Path Rambag, Indore, 452001, Madhya Pradesh, India
2.	Hitesh Damodardas Topiwala	254 Kalani Nagar, Airport Road, Indore, 452005, Madhya Pradesh, India

- g. The amount due to Unsecured Creditors of Transferor Company as on 30th June, 2017 is Rs. 44.24 Lacs.

9. **Relationship subsisting between the Companies who are parties to the Scheme of Amalgamation**

The entire shareholding of the Transferor Company is held by the Applicant Company and accordingly the Transferor Company is the wholly owned subsidiary of the Transferee Company.

C. **Details of Board Meeting at which the Scheme of Amalgamation was approved by the Board of Directors of the Applicant Company and Transferor Companies including the name of the Directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution.**

- a. Mr. Shiv Singh Mehta, Mr. Abhishek Dalmia, Mr. P.D. Nagar, Mr. Chandrashekhar Bobra, Mr. Surendra Singh Maru, Mr. Sunil Chordia and Mrs. Sangita Chordia, Directors of the Applicant Company had attended the Board Meeting held on 3rd November, 2016 and had unanimously approved the Scheme of Amalgamation.
- b. Mr. Manish Dalal and Mr. Hitesh Topiwala, Directors of the Transferor Company had attended the Board Meeting held on 3rd November, 2016 and had unanimously approved the Scheme of Amalgamation.

10. **Rationale and Benefits of the Scheme of Amalgamation**

The proposed amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme would enable both the Companies to realize benefits of greater synergies between their businesses and avail of the financial resources as well as the managerial, technical, distribution and marketing resources of each other in the interest of maximizing shareholder and stakeholder value. The proposed amalgamation will be beneficial to the Companies in the following manner-

- a) The amalgamation in accordance with the Scheme will result in better integration of the operations by consolidation of businesses. It will provide opportunity for reduction of operational costs. The business of the Transferor Company can be carried on more economically.
- b) The amalgamation would result in synergy benefits arising out of single value chain and greater sustainable operations of a value adding business line by manufacturing spools, cages and other parts with greater operational flexibility.
- c) Synergy of operations will be achieved, resulting in optimization of the common facilities such as manpower, office space etc. Other infrastructure could also be better utilized and duplication of facilities could be avoided resulting in optimum use of facilities.

- d) Greater efficiency in cash management and unfettered access to cash flow generated by the combined business which can be deployed more efficiently to maximize shareholder value.
- e) Availability of direct and indirect tax efficiencies.
- f) Better operational synergy in terms of procurement benefits, access to marketing networks/ customers and comfortable enhancement of opportunities, better credit rating and fund raising capabilities, resulting in cost efficiency coupled with greater financial flexibility.
- g) The amalgamation will result the advantages of the combined assets, resources and complementary strengths for future expansion and growth of the business of the Transferee Company.

11. **Developments post announcement of the Scheme**

RGWL has sold its 68% stake in the equity share capital of SwarajTechnocrafts Private Limited, which was a subsidiary company of RGWL. Now it is not a subsidiary company of the Applicant Company.

12. **Salient features/ details / extract of the Scheme of Amalgamation**

The salient features / details / *extract* of the Scheme of Amalgamation are, *inter alia*, as under:

- a. The Scheme of Amalgamation provides for amalgamation of Transferor Companies with the Applicant Company. The Transferor Company is wholly-owned subsidiary of the Applicant Company. Therefore, the amalgamation is proposed to consolidate and effectively manage the Transferor Company and the Applicant Company in a single entity to achieve the perceived benefits as stated above in clause no. 10.
- b. The appointed date for the Scheme has been fixed as 1st April, 2017 or such other date as may be agreed between the Transferor Company and the Applicant Company and approved by the NCLT and is the date with effect from which the Scheme of Amalgamation shall upon receipt of requisite approvals, be deemed to be operative.
- c. The effective date shall mean the last of the dates on which certified copies of the Order of the Hon'ble NCLT of Judicature sanctioning the Scheme of both the Companies are filed with the Registrar of Companies, Madhya Pradesh at Gwalior.
- d. The entire equity share capital of the Transferor Company is held by the Applicant Company and hence, it is wholly-owned subsidiary company of the Applicant Company. Accordingly, pursuant to this Scheme of Amalgamation, no shares of the Applicant Company shall be issued and allotted in respect of shares held by it in the Transferor Company. Upon the Scheme of Amalgamation becoming effective, the entire equity share capital of the Transferor Company shall be cancelled and extinguished without any further act, deed or instrument as an integral part of this Scheme of Amalgamation. The investments in the shares of the Transferor Company appearing in the books of account of the Applicant Company shall, without any further act, deed or instrument, stand cancelled. Thus, there is no share exchange ratio involved in the Scheme of Amalgamation.
- e. **PART IV- MATTERS RELATING TO ACCOUNTING TREATMENTS ETC.**
 - 1) The Provisions of this part IV shall operate notwithstanding anything to the contrary contained in any other instrument, deed or writing.

- 2) Upon the coming into effect of this Scheme, the Transferee Company Shall account for the amalgamation/merger in its books as on the Appointed Date, as per the **“Pooling of interest Method”** under Indian Accounting Standard (IND AS) 103 – “Business Combinations” notified under section 133 of the Companies Act, 2013 read with relevant rules issued thereunder and other applicable accounting standards prescribed under the Act.
- 3) All the Assets and Liabilities appearing in the books of the Transferor Company prepared in accordance with Companies (Accounting Standards) Rules, 2015 and subject to such exemptions and exceptions contained under IND AS 101, First Time Adoption as notified under such Rules, shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their carrying amounts as appearing in the books of the Transferor Company and adjustments shall be made wherever necessary to confirm to the accounting policies and methods adopted by the Transferee Company.
- 4) The amount of investments made in the shares of the Transferor Company held by the Transferee Company, shall stand cancelled in the books of the Transferee Company, without any further act or deed.
- 5) The difference between the carrying amount in the books of the Transferee Company of its investment in the shares of the Transferor Company, which shall stand cancelled in terms of this Scheme, and the aggregate face value of such shares shall, subject to the other provisions contained herein, be adjusted against and reflected in the capital reserves/goodwill, as applicable, of the Transferee Company as per applicable Indian Accounting Standards.
- 6) All reserves of the Transferor Company shall be recorded in the books of transferee Company in the same form in which they appeared in the books on the appointed date of the Transferor company.
- 7) In case of any difference in accounting policies between the Transferor Company and Transferee Company, a uniform set of accounting policies shall be adopted following the amalgamation and the accounting policies followed by the Transferee Company shall prevail. The effects on the financial statements of any changes in accounting policies are to be reported in accordance with Indian Accounting Standard, as applicable.
- 8) To the extent that there are inter – corporate loans, deposits, obligations, balances or other outstanding between the Companies, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of such assets or liabilities, as the case may be, and there would be no accrual of interest or any other charges in respect of such inter – corporates loans, deposits or balances, advanced with effect from the Appointed Date.
- 9) Upon the Scheme becoming effective, the accounts of the Transferee Company, as on the Appointed Date shall be reconstructed in accordance with the terms of this Scheme and pass accounting entries, as may be necessary, in connection with this Scheme, to comply with any of the applicable accounting standards.
- 10) The Transferee Company shall be entitled to file / revise its income tax returns, tax

deducted at source (TDS) certificates, TDS returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credit of tax under Section 115JB of the Income Tax Act, 1961, credit of tax deducted at source, as may be required consequent to implementation of this Scheme.

- f. Upon the scheme coming into effect, with effect from the Appointed Date, the Transferor Company shall stand dissolved without being wound up by the order of the High Court, or any other act or deed.

The Transferor Company shall be struck off from the records of the concerned Registrar of Companies upon effectiveness of this Scheme.

The features / details / *extract* set out above being only the salient features / details / *extract* of the Scheme of Amalgamation as are statutorily required to be included in this explanatory statement, the members are requested to read the entire text of the Scheme of Arrangement (annexed herewith) to get fully acquainted with the provisions thereof and the rationale and objectives of the proposed Scheme of Amalgamation.

13. **Applicability of Valuation Report and Summary of Fairness opinion**

- a) The Applicant Company had obtained a certificate from M/s. Ritesh K Gupta & Associates, Chartered Accountants, Indore dated 2nd November, 2016, *inter alia*, certifying that as the Transferor Company is wholly-owned subsidiary company of the Applicant Company, no shares of the Applicant Company shall be issued and allotted in respect of shares held by the Applicant Company, pursuant to the Scheme, and hence Scheme of Amalgamation does not provide for any swap ratio and accordingly there will not be any change in the shareholding pattern of the Applicant Company before or after the proposed amalgamation.
- b) The Fairness Opinion is issued by Swastika Investmart Limited, an independent Merchant Banker by its report dated 2nd November, 2016 stating that since the Transferor Company is wholly owned subsidiary of Applicant Company, therefore, no equity share shall be issued by RGWL, the Applicant Company to the shareholders of CCEIPL, the transferor Company.

14. **Effect of the Scheme of Amalgamation**

A. Directors, Key Managerial Personnel and their Relatives

The Directors of the Applicant Company and Transferor Company and Key Managerial Personnel (“KMP”) of the Applicant Company and Transferor Company and their respective relatives do not have any material interest, concern or any other interest in the Scheme of Amalgamation except to the extent of their shareholding in the Applicant Company, if any, or to the extent the said Directors and KMP are the partners, directors, members of the companies, firms, association of persons, bodies corporate and/or beneficiary of trust that hold shares in Applicant Company. Further, the Directors of the Transferor Company and KMP of the Transferor Company shall cease to hold the post of Director and KMP respectively after dissolution of the Transferor Company upon effectiveness of the Scheme of Amalgamation without having any adverse effect on them.

Details of the Directors and KMP of the Applicant Company and Transferor Companies and their respective equity shareholding as on 30th June, 2017 in the Applicant Company and Transferor Company are as follows:

a) Applicant Company

i. Directors and KMP

Sr. No.	Name of directors	Designation	Shareholding (Holding singly or jointly as first holder)	
			Applicant Company	Transferor Company
1.	Mr. Shiv Singh Mehta	Independent Director	0	0
2.	Mr. Purushottam Das Nagar	Non- Executive Director	1500	0
3.	Mr. Surendra Singh Maru	Independent director	0	0
4.	Mr. Abhishek Dalmia	Non- Executive director	0	0
5.	Mr. Chandrashekar Bobra	Independent Director	0	0
6.	Mr. Sunil Chordia	Managing Director	479390	1*
7.	Mrs. Sangita Chordia	Whole-Time Director	558100	0
8	Mr. Shubham Jain	Company Secretary	0	0

* Held on behalf of Rajratan Global Wire Limited as a nominee.

b) Transferor Company

i. Directors and KMP

Sr. No.	Name of directors	Designation	Shareholding (Holding singly or jointly as first holder)	
			Applicant Company	Transferor Company
1	Manish Dalal	Director	0	0
2	Hitesh Damodardas Topiwala	Director	0	0

ii) Transferee Company is not required to have any KMP.

B. Promoters and Non-Promoter Members

The Scheme of Amalgamation will not have any effect on the Promoter and non-promoter members of the Applicant Company as there will be no change in their shareholding in the Applicant Company pursuant to the terms of the Scheme of Amalgamation. However, the equity shares held by the Applicant Company, being promoter members, in the Transferor Company shall stand cancelled and extinguished without any further act, deed or instrument as an integral part of the Scheme of Amalgamation. There are no non-promoter members of the Transferor Company.

C. Creditors

The rights and interests of creditors (secured and unsecured) of the Applicant Company

and Transferor Company, whatever applicable, are not likely to be prejudicially affected as the Applicant Company is a company with a good Net worth and sound financial background. Further no compromise is offered to any of the creditors of the Transferor Company nor their rights are sought to be modified in any manner and the Applicant Company undertakes to meet with all such liabilities in the regular course of business.

D. Employees

The rights and interest of the Employees of the Transfer or Company will not be prejudicially affected by the Scheme of Amalgamation as such employees will become employees of Applicant Company at the agreed terms and conditions without any break or interruption in service.

E. Depositors, Debenture Holders or Debenture Trustee

The Transferor Company and the Applicant Company do not have any depositors, debenture holders, deposit trustee or debenture trustee. Hence, no rights and interests will be affected on effectiveness of Scheme of Amalgamation.

F. Further a report of the Directors of the Applicant Company, explaining effect of the Scheme of Arrangement on each class of shareholders, KMP, promoters and non-promoter shareholders and laying out in particular the share exchange ratio, forms part of this Notice and is annexed herewith.

15. No investigation has been instituted or is pending in relation to the Applicant Company and Transferor Company under the Companies Act, 2013 or the Companies Act, 1956. Further one proceeding is in process under the provisions of section 92 and 99 of the Act against the Transferee Company for non-filing of Annual Return for the Financial Year 2014-15. However the Applicant Company has already filed the Annual Return with additional fees on receipt of notice.
16. Details of approvals, sanctions or no-objection(s) from regulatory or any other governmental authorities required, received or pending-
 - a) The Applicant Company is not required to receive any observation letter from the Stock Exchange. It is submitted that vide the recent Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) (Amendment) Regulations, 2017 vide notification no. SEBI/LAD/NRO/GN/2016-17/029 dated February 15, 2017 and SEBI circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, in case of the Scheme involving the amalgamation of Wholly Owned Subsidiaries, with the Holding Company; the Scheme is required to be submitted to the Stock Exchanges only for the purpose of disclosure. Thus, no prior approval from SEBI or Stock Exchanges is necessary. The Applicant Company has submitted the Scheme to BSE Limited on 12th July, 2017.
 - b) Further the Transferor Company and the Applicant Company may be required to seek further approvals / sanctions / no-objections from certain regulatory and governmental authorities for the Scheme of Amalgamation such as the concerned Registrar of Companies, Regional Director and will obtain the same at the relevant time.
17. The detailed pre scheme and post scheme (expected) capital structure and shareholding pattern of Applicant Company and Transferor Company are given herein below –

A. Capital Structure

- a) Pre Scheme & Post-Scheme capital structure of Applicant Company as on 30th June, 2017-

In Rs.

Particulars	Pre Scheme	Post Scheme
Authorised Share Capital		
80,00,000 Equity Shares of Rs. 10/- each	8,00,00,000	
After Combination of Authorised Capital 81,50,000 Equity Shares of Rs. 10/- each		8,15,00,000
Issued, Subscribed and Paid-up share capital		
43,51,800 fully paid-up Equity Shares of Rs. 10/- each	4,35,18,000	4,35,18,000

Note: Since no shares will be issued upon the Scheme of Amalgamation being effective, there will be no change in the pre scheme and post scheme paid up capital.

- b) For details of pre scheme capital structure of the Transferor Company please refer point no. 8(B)(e). Since the Transferor Company will be merged into the Applicant Company on Scheme of Amalgamation being effective, the Transferor Company will stand dissolved, thus, there will be no post-scheme capital structure available.

B. Shareholding Pattern

- a) Pre Scheme & Post-Scheme shareholding pattern of Applicant Company as on 30th June, 2017-

Sr. No.	Category	No. of shareholders	Pre & Post-Scheme Shareholding Pattern	
			No. of Shares held	% of holding
A.	Promoter Holding			
	a) Individuals	5	1546190	35.53
	b) Bodies Corporate	2	1164301	26.75
	Sub Total (A)	7	2710491	62.28
B.	Public Shareholding			
	1) Institutions			
	a) Mutual Funds/UTI	4	341000	7.83
	b) Financial Institutions	1	1000	0.02
	c) Foreign Portfolio Investor	0	0	0
	d) Insurance Companies	0	0	0
	e) Foreign Financial Institution	0	0	0
	f) Foreign Mutual Fund	0	0	0
	Sub-Total (B)(1)	5	342000	7.85

Sr. No.	Category	No. of shareholders	Pre & Post-Scheme Shareholding Pattern	
			No. of Shares held	% of holding
	2) Non-Institutions			
	a) Individuals			
	I. Individual Shareholders holding nominal share capital up to Rs.2 Lac	3883	831905	19.12
	II. Individual Shareholders holding nominal share capital in excess of Rs. 2 Lac	3	114700	2.64
	b) NBFCs registered with RBI	0	0	0
	c) Employee Trusts	0	0	0
	d) Overseas Depositories(holding DRs) (balancing figure)	0	0	0
	e) Any Other (Specify)			
	Trusts	1	552	0.01
	Non Resident Indians (Non Repat)	24	12620	0.29
	Non Resident Indians (Repat)	77	19393	0.45
	Hindu Undivided Family	102	22384	0.52
	Clearing Member	37	12385	0.28
	Bodies Corporate	88	285370	6.56
	Sub-Total (B)(2)	4215	1299309	29.87
	(B) Total Public Shareholding	4220	1641309	37.72
C	Shares held by Custodians and against which Depository Receipts have been issued			
	Grand Total (A)+(B)+(C)	4227	4351800	100.00

- b) Pre Scheme & Post-Scheme shareholding pattern of Transferor Company as on 30th June, 2017-

S. No.	Name of share holders	Pre-Scheme shareholding Pattern	% of holding
1	Rajratan Global Wire Limited * 1 share is held through its nominee Mr. Sunil Chordia	6000*	100%

Note: Since the Transferor Company will be merged into the Applicant Company on Scheme of Amalgamation being effective, the Transferor Company will stand dissolved, thus, there will be no post amalgamation shareholding pattern available.

18. The copy of draft scheme has been filed with the Registrar of Companies, Gwalior, Madhya Pradesh by the respective companies.
19. No winding up proceedings are pending against the Applicant Company and Transferor Company as on date.
20. The meeting of the Secured Creditors and Unsecured Creditors of the Applicant Company is being held on Monday, 20th November, 2017 for approval of the Scheme of Amalgamation as per NCLT order dated 14th September, 2017.
21. **The following documents will be open for inspection by the members at the Registered Office of Applicant Company situated at 'Rajratan House', 11/2 Meera Path, Dhenu Market, Indore-452003, MP-India on all working days except Sundays and public/national holidays between 11:00 a.m. and 1:00 p.m. up to the date of the ensuing Meeting and at the Meeting during the Meeting hours.**
 - a) Copy of the Scheme of Amalgamation;
 - b) Copy of the Fairness Opinion issued by Swastika Investmart Limited dated 2nd November, 2016 for the proposed Scheme of Amalgamation.
 - c) Copy of certificate from Ritesh K Gupta & Associates, Chartered Accountants dated 2nd November, 2016 certifying no requirement of valuation report;
 - d) Copy of the Auditors' certificate dated 2nd November, 2016 to the effect that the accounting treatment in the Scheme of Amalgamation is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013;
 - e) Copy of the Letter disclosing the Scheme of Amalgamation dated 12th July, 2016 sent to BSE Limited.
 - f) Copy of the Order passed by the Hon'ble National Company Law Tribunal of Ahmedabad dated 14th September, 2017 directing convening the meeting of Equity Shareholders passed in Company Application No. CA(CAA) NO. 98/NCLT/AHM/2017;
 - g) Copies of the Memorandum of Association and Articles of Association of the Applicant Company and Transferor Company;
 - h) Copy of Annual Report and unaudited financial results of the Applicant Company for the year and period ended on 31st March, 2017 and 30th June, 2017 respectively;
 - i) Copy of Audited Annual Accounts and Supplementary Accounting statements of Transferor Company for the year and period ended on 31st March, 2017 and 30th June, 2017 respectively;
 - j) Copies of the resolutions passed on 3rd November, 2016 by the respective Board of Directors of the Applicant Company and Transferor Company approving the Scheme of Amalgamation;
 - k) Copy of Audit Committee report dated 2nd November, 2016 recommending Scheme of Amalgamation of Applicant Company and Transferor Company;
 - l) Copy of the Reports adopted by the Board of Directors of Applicant Company and Transferor Company pursuant to the provisions of Section 232(2)(c) of the Companies Act, 2013;

- m) Copy of the Register of Directors' shareholding of each of the Companies.
- n) Copy of Form GNL-1 filed by the respective Companies with the Registrar of Companies, Gwalior.
- o) Copy of the Certificate dated 31-08-2017 issued by Ritesh K Gupta & Associates, Chartered Accountant certifying that there are two secured creditors of Applicant Company as on 30-06-2017.
- p) Copy of the Certificate dated 31-08-2017 issued by Ritesh K Gupta & Associates, Chartered Accountant certifying the list of unsecured creditors of Applicant Company as on 30-06-2017.

This statement may be treated as an Explanatory Statement under Sections 230(3), 232(1) and (2) and 102 of the Act read with Rule 6 of the Rules. A copy of the Scheme of Amalgamation, Explanatory Statement, Blank Postal Ballot Form and Proxy Form may also be obtained from the Registered Office of the Company free of charge, within one(1) day (except Sundays and public holidays) on a requisition being so made for the same by the shareholders of Applicant Company.

After the Scheme is approved, by the equity shareholders, secured creditors and unsecured creditors of Applicant Company, it will be subject to the approval/sanction by NCLT.

Sd/-
Manish Jain
Chairman appointed for the Meeting

Dated this 25th Day of September, 2017
Place: New Delhi

Registered Office:

'Rajratan House' 11/2 Meera Path,
Dhenu Market, Indore-452003. MP
CIN: L27106MP1988PLC004778
Enclosure: As above

SCHEME OF AMALGAMATION

OF

CEE CEE ENGINEERING INDUSTRIES PRIVATE LIMITED

(Transferor Company)

WITH

RAJRATAN GLOBAL WIRE LIMITED

(Transferee Company)

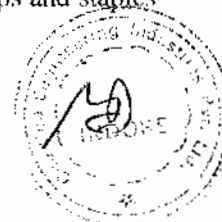
AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

(Under Section 391 to 394 of the Companies Act, 1956 or corresponding Section 230 to 232 of the Companies Act, 2013, as the case may be and other applicable provisions)

GENERAL

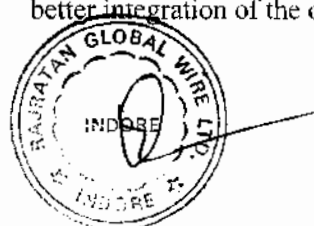
- A. Rajratan Global Wire Limited is a public Limited Company incorporated under the Act (as defined hereinafter) having its registered office at 11/2, Meera Path, Dhenu Market, Indore-452003 ("Transferee Company"). The Transferee Company was incorporated as private company on 9th September, 1988 as Rajratan Wires Private Limited which was converted into public limited company on 31st March, 1994 vide certificate of Registrar of Companies, Gwalior as Rajratan Wires Limited. The name of the Company was changed to Rajratan Gustav Wolf Limited on 24th December, 1998 which was again changed to the present name Rajratan Global Wires Limited on 26th July, 2004. The equity shares of the Transferee Company are listed at the BSE Limited. The listing application with NSE Limited is in process.
- B. The Transferee Company is, inter alia, authorized to and is primarily engaged in the business of (i) to carry on in India and elsewhere in the world the industry, trade or business of casting the ingots of iron, steel, copper, bronze, aluminium and other ferrous and non-ferrous ingots and/or the rollings of bars and rods of iron, steel, copper, brass, bronze, aluminium and other ferrous and non-ferrous metal, and/or the drawings and extrusion for wires, pipes and tubes of iron, steel, copper, brass, bronze, aluminium and other ferrous and non-ferrous metals, and/or the manufacturers of finished products of ropes, of ferrous and non-ferrous metals, cables of copper, iron, steel, bronze, aluminium and other ferrous and non-ferrous metals, trolley wires made of bronze, iron, steel, copper, brass, aluminium and other ferrous and non-ferrous metals, galvanised iron wires, wire fencing, wires netting, wire nails, wires clips and staples of ferrous and non-ferrous metal.



(ii) wire drawers and manufacture of, dealers in and exporters and importers in steel wires, copper wires, brass wires, zinc wires and other wires of all ferrous and non-ferrous metals and their compounds and to cover wires wherever necessary with rubber, plastic or any other non-conductor and to manufacture overheads and underground cables, electric wires.

- C. Cee Cee Engineering Industries Private Limited is a company incorporated under the Act (as defined hereinafter) having its registered office at 11/2, Meera Path, Dhenu Market, Indore-452003 ("Transferor Company"). The Transferor Company was incorporated on 29th April, 1986 as Cee Cee Engineering Industries Private Limited as private company.
- D. The Transferor Company is, inter alia, authorized to and is primarily engaged in the business of (i) to carry on the business of manufacturer, importers and exporters of and dealers and providing of consultancy services in material handling equipment, industrial machinery and spare parts thereof made of steel, iron, stainless steel or any other metal or alloy or materials or by combination of two or more metals or alloys including turnkey projects and (ii) to carry on business of consultancy, designing and engineering works of contracts, construction, manufacture, fabrication and erection.
- E. The Transferor Company is a wholly owned subsidiary of the Transferee Company.
- F. The Transferee Company and the Transferor Company shall hereinafter collectively referred to as the 'Companies'.
- G. The Scheme of amalgamation (hereinafter referred as '**Scheme**') provides for the merger of the Transferor Company with the Transferee Company, the consequent cancellation of the equity shares held by the Transferee Company in the Transferor Company, pursuant to sections 391 to 394 (corresponding provisions of section 230-232 of the companies Act, 2013, if made applicable) and other relevant provisions of the Act (as defined hereinafter) in the manner provided for in this Scheme.
- H. The proposed amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme would enable both the Companies to realize benefits of greater synergies between their businesses and avail of the financial resources as well as the managerial, technical, distribution and marketing resources of each other in the interest of maximizing shareholder and stakeholder value. The proposed amalgamation will be beneficial to the Companies in the following manner-

- a) The amalgamation in accordance with the Scheme will result in better integration of the operations by consolidation of businesses



It will provide opportunity for reduction of operational costs. The business of the Transferor Company can be carried on more economically.

- b) The amalgamation would result in synergy benefits arising out of single value chain and greater sustainable operations of a value adding business line by manufacturing spools, cages and other parts with greater operational flexibility.
 - c) Synergy of operations will be achieved, resulting in optimization of the common facilities such as manpower, office space etc. Other infrastructure could also be better utilized and duplication of facilities could be avoided resulting in optimum use of facilities.
 - d) Greater efficiency in cash management and unfettered access to cash flow generated by the combined business which can be deployed more efficiently to maximize shareholder value.
 - e) Availability of direct and indirect tax efficiencies.
 - f) Better operational synergy in terms of procurement benefits, access to marketing networks/customers and comfortable enhancement of opportunities, better credit rating and fund raising capabilities, resulting in cost efficiency coupled with greater financial flexibility.
 - g) The amalgamation will result the advantages of the combined assets, resources and complementary strengths for future expansion and growth of the business of the Transferee Company.
- I. It is proposed that the Transferor Company be merged with the Transferee Company followed by dissolution without winding up of the Transferor Company.
- J. Upon the sanction of the Scheme by the High Court (defined hereinafter) the scheme shall become effective on the effective date (defined hereinafter) and the Transferor Company shall stand transferred to, and be vested in the Transferee Company on and from the Appointed date (defined hereinafter) for all intent and purposes.
- K. The amalgamation of the Transferor Company with the Transferee Company in accordance with this scheme will be in compliance with the provisions of section 2(1B) of the Income Tax Act, 1961, such that-
- (i) All the property of the Transferor Company, immediately before the amalgamation, shall become the property of the Transferee Company by virtue of this amalgamation.
 - (ii) All the liabilities of the Transferor Company, immediately before the amalgamation, shall become the property of the Transferee Company by virtue of this amalgamation.

Since the Transferee Company is the sole shareholder of the Transferor Company, the shares of the Transferee Company in the Transferor Company will stand cancelled as a result of the amalgamation.



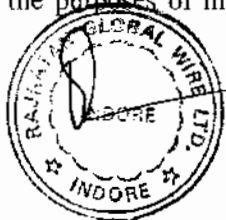
- L. The Scheme has been drawn up to comply with the conditions relating to “amalgamation” as specified under section 2(1B) of the Income Tax Act, 1961(including all amendments).
- M. The Scheme is divided into the following Parts-
- a) Introduction;
 - b) Part I contains the definitions and interpretation;
 - c) Part II deals with the share capital of the Transferee Company and the Transferor Company;
 - d) Part III deals with the amalgamation of the Companies;
 - e) Part IV deals with matters relating to accounts;
 - f) Part V deals with the treatment of the Scheme for the purpose of the Income Tax Act, 1961;
 - g) Part VI deals with the dissolution of the Transferor Company;
 - h) Part VII deals with the general terms and conditions that would be applicable to the Scheme; and
 - i) Part VIII deals with residual provisions

The Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

PART I: DEFINITIONS

1 Definitions and Interpretation

- 1.1 In this Scheme, unless the context otherwise requires, the following expressions shall have the following meanings:
- a) “**Act**” means the Companies Act, 1956 to the extent not repealed and the Companies Act, 2013 to the extent notified including any statutory modifications, re-enactments or amendments thereof, except where otherwise expressly provided. As on the date of approval of this Scheme by the Board of Directors of the Transferor Company and the Transferee Company, sections 391 to 394 of the Companies Act, 1956 continue to be in force, while the corresponding provisions of section 230-232 of the Companies Act, 2013 not having been notified. References in this Scheme to particular statutory provisions of the Act refer to that of the Companies Act, 1956, unless stated otherwise. Upon such provisions of the Companies Act, 1956 standing re-enacted by enforcement of provisions of the Companies Act, 2013, such references shall, unless a different intention appears, be construed as references to the provisions so re-enacted.
 - b) “**Appointed Date**” means 1st April 2017 or such other date as may be determined by the Transferor Company and the Board of Directors of the Transferee Company or as may be specified by the Hon’ble High Court.
 - c) “**Board of Directors**” in relation to the Transferor Company and/or the Transferee Company, as the case may be, means the Board of Directors of such Company and shall include a committee duly constituted and authorized for the purposes of matters pertaining to this amalgamation



Scheme and/or any other matter related thereto.

- d) **"Clause"** Means a clause in this Scheme.
- e) **"Effective Date"** means the last of the dates on which certified copies of the Order of the High Court of Judicature at Indore sanctioning the Scheme of both the Companies are filed with the Registrar of Companies, Madhya Pradesh at Gwalior.

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

- f) **"Employees"** mean all permanent employees, if any, of the Transferor Company as on the Effective Date.
- g) **"Encumbrances"** means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever, and the term "Encumbered" shall be construed accordingly.
- h) **"Government Authority"** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, judicial or arbitrary body.
- i) **"High Court"** means the Hon'ble High Court of Madhya Pradesh Judicature at Jabalpur bench at Indore and shall include the National Company Law Tribunal (NCLT), as applicable, or such other authority as may be vested with any of the powers of the High Court under the Act for the purposes of sections 391 to 394 of the Companies Act, 1956 or sections 230 to 232 of the Companies Act, 2013, as may be applicable.
- j) **"Registrar of Companies"** means the Registrar of Companies, Gwalior (Madhya Pradesh).
- k) **"Scheme"** means the Scheme of Amalgamation in its present form submitted to the High Court of Madhya Pradesh Judicature at Jabalpur bench at Indore for sanction or with any modification(s) approved or imposed or directed by the said High Court.
- l) **"SEBI"** means Securities and Exchange Board of India.
- m) **"Transferee Company"** means Rajratan Global Wire Limited having its registered office at 11/2, Meera Path, Dhenu Market, Indore-452003 as described in paragraph A of Part I.
- n) **"Transferor Company"** means Cee Cee Engineering Industries Private Limited having its registered office at 11/2, Meera Path, Dhenu Market, Indore-452003 as described in paragraph C of Part I.
- o) **"Undertaking"** means all the undertakings and entire business of the Transferor Company as a going concern on the Appointed Date, including, without limitation:
 - a. any and all the assets and properties including fixed assets (whether movable or immovable, tangible or intangible, freehold or leasehold,



future or contingent, real or personal, corporeal or incorporeal, in possession or in reversion, present or contingent of whatsoever nature and wherever situate) including lease, tenancy and agency rights, continuing rights, developmental rights and all interests, powers, charges, privileges, benefits, entitlements and rights in or arising out of such properties, all intellectual property rights, software licenses, computer programs, investments and current assets of the Transferor Company, in each case, wherever situate;

- b. any and all approvals, allotments, consents, exemptions, registrations, no-objection certificates, trademarks, trade names, service marks, copyrights, domain names, service marks, permits, quotas, rights, entitlements, licenses, bids, tenders, letter of intent, expressions of interest, permissions, authorisations, applications made for obtaining all or any of the aforesaid, privileges and benefits of/arising out of all contracts, agreements applications, arrangements and all arrangements and other instruments of any nature of the the rights including lease rights, registration powers, power of attorney and facilities of every kind and description whatsoever, equipment and installations and utilities such as electricity, water and other service connections, all benefits including subsidies, grants, incentives, tax credits (including but not limited to credits in respect of CENVAT, income tax, minimum alternate tax, value added tax, sales tax, entry tax, service tax and all other taxes, tax refunds) and all rights, claims and powers of whatsoever nature, pertaining to the Transferor Company;
- c. all benefits and obligations under the contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of any nature of the Transferor Company;
- d. all the debts, borrowings, liabilities (including contingent liabilities), duties, responsibilities and obligations of every kind, nature and description of the Transferor Company;
- e. all employees engaged in or relating to the Transferor Company's business activities and operations at their current terms and conditions, employee benefits and balances with all regulatory authorities;
- f. all application monies, advance monies, earnest monies and/or security deposits paid, payments against other entitlements of the Transferor Company;
- g. any and all investments (including shares and other securities), cash and bank balances, income by whatever name called, loans and advances by whatever name called and of whatever nature, including accrued interest thereon;
- h. all Insurance Policies



- i. all books, record, files, papers, computer programs, websites, domain names, process information and drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and supplies, other customer information, and other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company.
- 1.2 The expressions, which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the meaning hereof, have the same meaning as prescribed to them under the Act, the Securities Contracts(Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the Depositories Act, 1996 and other applicable laws, rules, regulations, by-laws, as the case may be, including any statutory modifications or re-enactment thereof, from time to time.
- 1.3 References to Clauses and recitals, unless otherwise provided, are to Clauses and recitals to the Scheme.
- 1.4 The headings herein shall not affect the construction of this Scheme.
- 1.5 The singular shall include the plural and vice versa and references to one gender include all genders.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 References to a person includes any individual, firm, body corporate (whether incorporated or not), Government Authority, or any joint venture, association, partnership, works council or employees representatives body(whether or not having separate legal personality).

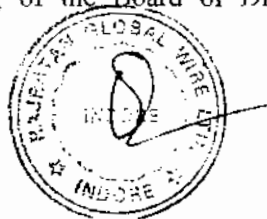
PART II: SHARE CAPITAL

2 Share Capital of the Companies

- 2.1 The share capital of the Transferee Company, as on the date of the meeting of the Board of Directors of the Transferee Company for considering and approving this Scheme, i.e. as on 3rd November, 2016, is as under:

Rs.	in
Authorised Share Capital	
80,00,000 Equity Shares of Rs. 10/- each	8,00,00,000
Issued, Subscribed and Paid-up share capital	
43,51,800 fully paid-up Equity Shares of Rs. 10/- each	4,35,18,000

- 2.2 The share capital of the Transferor Company, as on the date of the meeting of the Board of Directors of the Transferor Company for



considering and approving this Scheme, i.e. as on 3rd November, 2016, is as under:

Rs.		in
Authorised Share Capital		
15,000 Equity Shares of Rs. 100/- each		15,00,000
Issued, Subscribed and Paid-up share capital		
6,000 Equity Shares of Rs. 100/- each		6,00,000

PART III: AMALGAMATION

Section A- Transfer

- 3 Upon this Scheme becoming effective and with effect from the Appointed Date, the undertaking of the Transferor Company shall, pursuant to the provisions of Sections 391 to 394 (corresponding provisions of section 230-232 of the companies Act, 2013, if made applicable) and other applicable provisions, if any, of the Act, be and stand transferred to and vested in and/ or be deemed to have been transferred to and vested in the Transferee Company, as a going concern in accordance with Section 2(1B) and other applicable provisions of the Income Tax Act, 1961, without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Transferee Company, by virtue of and in the manner provided in this Scheme.
- 4 Without prejudice to the generality of the above, with effect from the Appointed Date and upon the Scheme becoming effective

4.1 Transfer of Properties

- a) All assets and properties of the Transferor Company, as are movable in nature (including shares, securities, stocks, bonds) or incorporeal property or are otherwise capable of transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand so transferred by the Transferor Company upon the coming into effect of the Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date pursuant to the provisions of Section 394 of the Act and all other applicable provisions of applicable law, if any, without requiring any deed or instrument of conveyance, cost or charge and without any notice or other intimation to any third party for transfer of the same, subject to the provisions of this Scheme in relation to Encumbrances in favour of banks and/ or financial institutions. The vesting pursuant this sub-clause shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly.



- b) All movable properties of the Transferor Company, other than those referred to in sub- Clause (a) above) including sundry debtors, receivables, bills, credits (including tax credits), loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, earnest money and deposits with any Government, quasi government, local or other authority or body or with any Company or other person, the same shall stand transferred to and vested in the Transferee Company and/or deemed to have been transferred to and vested in the Transferee Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 391 to 394 of the Act and all other applicable provisions of applicable law, if any.
- c) All immovable properties (including land, together with buildings and structures standing thereon) and rights and interests thereon of the Transferor Company, whether freehold or leasehold or otherwise, all tenancies and all documents of title, rights and easements in relation thereto shall stand transferred to and be vested in and/or be deemed to have been transferred to and vested in the Transferor Company Transferee Company, without any further act or deed done by the Transferor Company. The Transferee Company shall be entitled to and shall exercise all rights and privileges attached thereto and shall be liable to pay the ground rent, taxes and fulfill all obligations in relation to or applicable to such immovable properties. The relevant authorities shall grant all clearances/ permissions, if any, required for enabling the Transferee Company to absolutely own and enjoy the immovable properties in accordance with applicable laws. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the High Court in accordance with the terms thereof.
- d) All assets, rights, title, interest, investments and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company.
- e) All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date, shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. Similarly, the banker of the Transferee Company shall honour all cheques issued by the

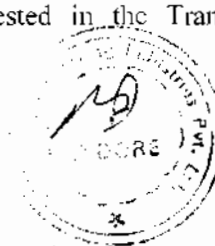
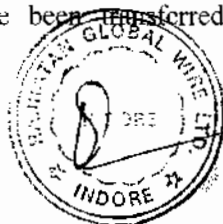


Transferor Company for payment after the Effective Date.

- f) All the licenses, permits, entitlements, approvals, permissions, registrations, incentives, tax, deferrals, exemptions and benefits (including sales tax and service tax), subsidies, tenancy rights, liberties, special status, bids, tenders and other instruments, benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether on, before or after the Appointed Date, income tax benefits and exemptions, all other rights, exemptions and benefits including those acquired by the Transferor Company on or after the Appointed Date, shall, under the provisions of Sections 391 to 394 of the Act and all other applicable provisions of applicable law, if any, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for transfer of the same, on coming into effect of the Scheme and with effect from Appointed Date, be and stand transferred to and vest in and/ or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become licenses, permits, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits (including sales tax and service tax), subsidies, liberties, special status, bids, tenders and other instruments, benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.
- g) All the rights, remedies, claims and rights of action of the Transferor Company against third parties shall, pursuant to Sections 391 to 394 of the Act, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party for transfer of the same, be and deemed to be rights, remedies, claims and rights of action of the Transferee Company upon the Coming into effect of the Scheme and with effect from the Appointed Date.

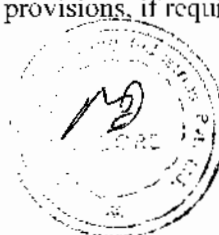
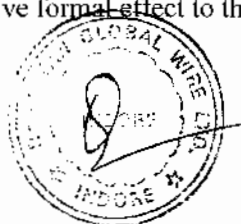
4.2 Transfer of Liabilities

- a) All debts and liabilities of the Transferor Company including all secured and unsecured debts (whether in Indian rupees or foreign currency), liabilities (including contingent liabilities, deferred tax liabilities and obligations under any licenses or permits or Schemes), duties and obligations and undertakings of the Transferor Company of every kind, nature and description whatsoever whether present or future, and howsoever arising, raised or incurred or utilised for its business activities and operations along with any charge, Encumbrance, lien or security thereon (herein referred to as the "Liabilities"), whether or not recorded in its books and records, shall under the provisions of Sections 391 to 394 of the Act and other applicable provisions of applicable law, if any, without any further act, instrument, deed, matter or thing, cost or charge and without any notice or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee



Company, to the extent they are outstanding on the Effective Date and shall become as and from the Appointed Date (or in case of any Liability incurred on a date after the Appointed Date, with effect from such date) the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.

- b) All liabilities incurred or which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date shall be deemed to be and shall become the debts, loans raised and used, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.
- c) Where any Liabilities of the Transferor Company as on the Appointed Date have been discharged by the Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- d) All Liabilities incurred or undertaken by the Transferor Company on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 391 to 394 of the Act, without any further act, instrument or deed, cost or charge and without any notices or other intimation to any third party for the transfer of the same, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, which shall meet, discharge and satisfy the same.
- e) All loans, advances and other obligations (including any guarantees, letter of credit, letters of comfort or any other instrument or arrangement which may give rise to a liability, including a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.
- f) Any reference in any security documents or arrangements (to which the Transferor Company is a party) to the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company Transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.



- g) The Transferee Company shall be liable to perform all obligations in respect of the liabilities, which have been transferred to it in terms of this Scheme. It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.
- h) The provisions of this Clause shall operate notwithstanding anything to the Contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

4.3 Encumbrances

- a) The transfer and vesting of the assets comprised in the Undertaking to and in the Transferee Company as stated above shall be subject to the Encumbrances, if any, affecting the same.
- b) All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company which secure or relate to the Liabilities, including the NCDS, shall after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the transferee Company. Provided that if any of the assets of the Transferor Company have not been Encumbered in respect of the liabilities, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate to attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- c) The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the transferee Company by virtue of the Scheme.

4.4 Contracts, deeds etc.

- a) All contracts, deeds, bonds, agreements, schemes, arrangements, letters of agreed points, undertakings whether written or otherwise, lease rights, insurance policies and other instruments of whatsoever nature, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible for, and which are subsisting or have effect immediately before the Effective Date, shall under the provisions of Sections 391 to 394 of the Act and all other applicable provisions of applicable law, if any, without any further act, instrument



or deed, cost or charge and without any notice or other intimation to any third party, continue in full force and effect on or against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferor Company had been a party or beneficiary or obligee thereto or thereunder.

- b) Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of the Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.
- c) For the avoidance of doubt and without prejudice to the generality of the foregoing, all Consents, permissions, licences, certificates, clearances, authorities, powers of attorney given by, issued to, or executed in favour of the Transferor Company shall stand transferred to the Transferee Company as if the same were originally given by, issued to, or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

4.5 Licenses and Approvals

- a) All permits, quotas, rights, entitlements, licenses including those relating to trademarks, patents, copyrights, privileges, powers, facilities, letter of allotments, including applications for permits, quotas, rights, entitlements, allotments, licenses, lease including those relating to trademarks, tenancies, patents, copyrights, privileges, power, facilities of every kind and description of whatsoever nature in relation to the Transferor Company, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be and remain in full force and effect in favour of or against the Transferee Company and may be enforced fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto and the same shall be appropriately granted/ mutated/ recorded by the statutory authorities concerned therewith in favour of the Transferee Company as the case may be, upon



the vesting and transfer of the assets and liabilities of the Transferor Company in the Transferee Company pursuant to this Scheme.

- b) Any statutory licenses (including certification marks license issued by Bureau of Indian Standards, if any), no objective certificates, permissions, consents, approvals, allotment or linkages required to be obtained or obtained or any applications made for the same by the Transferor Company, as the case may be, shall stand vested in or be transferred to the Transferee Company without any further act or deed, and shall be appropriately granted/ mutated/ recorded by the statutory authorities concerned therewith in favour of the Transferee Company upon the vesting and transfer of the assets and liabilities of the Transferor Company in the Transferee Company pursuant to this Scheme. All applications made by the Transferor Company for obtaining any consent, permission, licence or approval, allotment or linkages including applications for grant of transfer of lease shall stand transferred to and vest in the Transferee Company as if the Transferee Company was the applicant and the Transferee Company shall be entitled to all the rights, benefits and obligations arising therefrom.
- c) All the benefits under the various incentive Schemes and policies that the Transferor Company is entitled to, including tax credits, tax deferral, exemptions and benefits (including sale tax and service tax), subsidies, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed by the Transferor Company and all rights or benefits that have accrued or which may accrue to the Transferor Company, whether on, before or after the Appointed Date, shall upon this Scheme becoming effective and with effect from the Appointed Date be transferred to and vest in the Transferee Company and all benefits, entitlements and incentives of any nature whatsoever, shall be claimed by the Transferee Company and these shall relate back to the Appointed Date as if the Transferee Company was originally entitled to all benefits under such incentives Schemes and or policies.
- d) The work experience, qualifications, capabilities, legacies and track record with government, non-government agencies, Governmental Authorities, bodies, contracts with clients and vendors (including technical parameters, past performance, track record, financial etc.) of the Transferor Company acquired by reason of completion of any project or manufacturing and supplying the products thereof to various authorities, agencies and clients prior to the Effective Date shall be taken into account and treated and recognised as the experience, track record, credentials, etc. of the Transferee Company, including for the purpose of eligibility, standing, evaluation and participation of the Transferee Company in all existing and future bids, tenders and contracts of such authorities, agencies and clients.
- e) For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of the Scheme and with effect from the Appointed Date, all consents, permissions,



licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

- f) Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, holidays, incentives, concessions and other authorizations, shall stand vested by the order of sanction of the High court in the Transferee Company, the Transferee Company shall file the relevant intimations, for the record of the statutory authority who shall take them on file, pursuant to the vesting orders of the sanctioning courts.

4.6. Legal, taxation and other proceedings

- a) All taxes (including, without limitation, income tax, wealth tax, sales tax, excise duty, customs duty, service tax, value added tax etc.) paid or payable by the Transferor Company in respect of the operations and/ or Profits of the Transferor Company before the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to any other tax payment (including, without limitation, income tax, minimum alternate tax, wealth tax, sales tax, excise duty, customs duty, service tax, value added tax etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the Transferor Company with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall in all proceedings be dealt with accordingly.
- b) Any refund under the tax laws due to the Transferor company consequent to the assessment made on Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- c) The Transferee Company shall be entitled to revise and file income returns, sales tax/ value added tax returns, service tax returns and other returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme. The Transferee Company shall be entitled to such tax benefits, including but not limited to, minimum alternate tax paid under Section 115JA/ 115JB of the Income Tax Act,1961 and the right to claim credit in accordance with section 115JAA of the Income Tax Act,1961, including the benefit of brought forward losses or depreciation as admissible under the provisions of the Income Tax Act,1961 to the extent applicable, of the Transferor Company from the taxable profits of the Transferee Company with effect from the Appointed Date. Further, all existing and future benefits/ claim/ relief under the provisions of Income Tax Act shall be available to the Transferee Company in the same manner and to the same extent as those were available otherwise to the



Transferor Company upon fulfillment of prescribed conditions. The Transferee Company shall continue to enjoy the tax benefits and concessions provided to the Transferor Company by the concerned authorities.

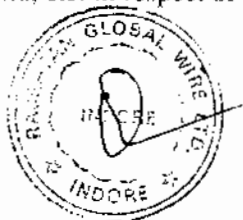
- d) Any refund/ credit/ claim benefits/ incentives under any tax law due to the Transferor Company (including but not limited to advance tax, self-assessment tax, regular assessment tax, service tax, CENVAT, minimum alternative tax, Value added tax, central sales tax etc.) shall belong to and be received by the transferee Company. Without prejudice to the generality of the aforesaid provision, all the benefits under the various incentive schemes and policies that the Transferor Company is entitled to, in relation to their operations, (specifically but not limited to, the value added tax and central sales tax incentives granted to the Transferor Company in the state of Madhya Pradesh) shall upon the scheme becoming effective and with effect from the Appointed Date be transferred to and vest in the Transferee Company and all benefits, entitlements and incentives of any nature whatsoever, including minimum alternate tax credit entitlement, shall be claimed by the Transferee Company and these shall relate back to the Appointed Date as if the Transferee Company was originally entitled to all benefits under such incentives scheme and/ or policies.
- e) Any pending suit/appeal or other proceedings of whatever nature relating to the Transferor Company, whether by or against the Transferor Company, shall not abate, be discontinued or in any way prejudicially be affected by reason of this amalgamation of the transferor Company or because of the provision contained in the Scheme. The proceedings shall continue and any prosecution shall be enforced by or against the Transferee Company in the same manner and to the same extent as they would have been continued, prosecuted and/ or enforced by or against the Transferor Company, if this Scheme had not been made. The transferor Company shall pursue such pending proceedings in trust for the benefit of the Transferee Company from the Appointed Date till the Effective Date.

4.7 Employees and Directors

- a) All employees of the Transferor Company, if any, without any further act, instrument, deed, cost, or charge and without any notice or other intimation to any third party for their transfer, shall become the employees of the Transferee Company 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 services of such Employees with the Transferor Company shall also be taken into account, and paid (as and when payable) by the Transferee Company.



- b) It is clarified that save as expressly provided for in this Scheme, the Employees who become the employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any Schemes and benefits that may be applicable and available to any of the other employees of the Transferee Company (including the benefits of or under any employee stock option Schemes applicable to or covering all or any of the other employees of the Transferee Company), unless otherwise determined by the Transferee Company.
- c) The provident fund, gratuity fund and superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created or existing for the benefit of workmen, staff, employees or to which the Transferor Company is contributing for the benefit of the Employees and other such funds, trusts, the benefits of which the Employees enjoy (collectively referred to as the "Funds"), all the contributions made to such Funds for the benefits of the Employees and the accretions thereto and the investments made by the Funds in relation to the Employees shall be transferred to and shall get consolidated with the corresponding funds subject to compliances of all regulatory/ legal requirements/approvals under any applicable law. The Transferee Company shall have the obligation to make contributions to the abovementioned fund or funds in accordance with the provisions thereof as per the terms provided in the trust deed, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such fund or funds shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees of the transferor Company will be treated as having been continuous for the purpose of the said fund or funds. From the date of acceptance of the Scheme by the Board of Directors of the respective Companies, the Transferor Company shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business.
- d) The Transferee Company shall continue to abide by any agreement(s)/ settlement(s) entered into with any union / representatives of the employees. The Transferee Company agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, the past services of such employees with the Transferor Company shall also be taken into account and agrees and undertaken to pay the same as and when payable.
- e) In relation to those Employees who are not covered under the provident fund trust of the Transferor Company or who do not enjoy the benefit of any other provident fund trust, and for whom the Transferor Company is making contributions to the government provident fund, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Employees, such that all the rights.



duties, powers and obligations of the Transferor Company in relation to such provident fund trust shall become those of the Transferee Company.

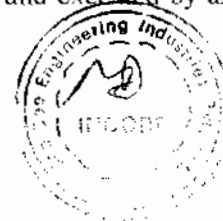
- f) The directors of the Transferor Company will not be entitled to any directorships in the Transferee Company by virtue of the provisions of this Scheme. It is clarified that this Scheme will not affect any directorship of a person who is already a director in the Transferee Company as of the Effective Date.
- 5 a) Without prejudice to the provisions aforesaid, with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes.
- b) From the Effective Date, the Transferee Company shall commence carry on and be authorized to carry on the business of the Transferor Company.

Section B – Conduct of Business

- 6 Upon the coming into effect of the Scheme, with effect from Appointed Date and up to and including the Effective Date:
- a) The Transferor Company shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts and investments for, and on account of, and in trust for, the Transferee Company.
- b) All profits and income accruing or arising to the Transferor Company, and losses and expenditure arising or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income), for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company.
- c) Any of the rights, powers, authorities or privileges exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company.
- d) All debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations as on the close of business on the date preceding the Appointed Date, whether or not provided in the books of the Transferor Company which arise or accrue to the Transferor Company on or after the Appointed Date, shall be deemed to be of the Transferee Company.



- e) All assets and properties comprised in the Transferor Company ~~as on the~~ date immediately preceding the Appointed Date, whether or not ~~provided~~ in the books of the Transferor Company and all assets and ~~properties~~ relating thereto, which are acquired by the Transferor Company, ~~on or~~ after the Appointed Date, shall be deemed to be the assets and ~~properties~~ of the Transferee Company.
- f) All taxes (including, without limitation, income tax, wealth tax, ~~sales tax~~, excise duty, customs duty, service tax, VAT, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation, income tax, minimum alternate tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the Transferor Company with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.
- g) Any refund under any tax laws due to the Transferor Company consequent to the assessment made on Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company. The Transferee Company is expressly permitted to revise and file income tax returns, sales tax / value added tax returns, service tax returns and other tax returns, and to claim refunds/ credits pursuant to the provisions of this Scheme. The Transferee Company shall be entitled to such tax benefits including but not limited to minimum alternate tax paid under section 115JA/115JB of the Income Tax Act, 1961, and the right to claim credit therefore in accordance with the provisions of Section 115JAA of the Income Tax Act, 1961, including the benefit of brought forward losses or depreciation as admissible under the provisions of the Income Tax Act, 1961, including Section 72A, to the extent applicable to the taxable profits of the Transferee Company with effect from the Appointed Date. The Transferee Company shall continue to enjoy the tax benefits/ concessions provided to the Transferor Company through notifications, circulars etc. issued by the concerned Government Authorities.
- 7 The transfer and vesting of the assets, liabilities and obligations of the Transferor Company and the continuance of the proceedings by or against the Transferee Company shall not affect any transaction or proceedings already completed by the Transferor Company on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts all acts, deeds and things done and executed by and /or on behalf of the Transferor Company as acts, deeds and things made, done and executed by and on



behalf of the Transferee Company.

Section C- Cancellation of shares of the Transferor Company

- 8 Upon the Scheme coming into effect all the shares of the Transferor Company held by the Transferee Company (either directly or through nominees) shall stand cancelled without any further application, act or deed. It is clarified that no new shares shall be issued or no payment/consideration shall be made whatsoever by the Transferee Company in lieu of cancellation of such shares of the Transferor Company.

PART IV- MATTERS RELATING TO ACCOUNTING TREATMENTS ETC.

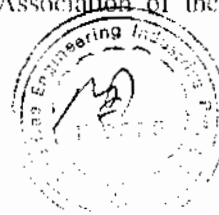
- 9 The Provisions of this part IV shall operate notwithstanding anything to the contrary contained in any other instrument, deed or writing.
- 10 Upon the coming into effect of this Scheme, the Transferee Company Shall account for the amalgamation/merger in its books as on the Appointed Date, as per the “**Pooling of interest Method**” under Indian Accounting Standard (IND AS) 103 – “Business Combinations” notified under section 133 of the Companies Act. 2013 read with relevant rules issued thereunder and other applicable accounting standards prescribed under the Act.
- 11 All the Assets and Liabilities appearing in the books of the Transferor Company prepared in accordance with Companies (Accounting Standards) Rules. 2015 and subject to such exemptions and exceptions contained under IND AS 101, First Time Adoption as notified under such Rules, shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their carrying amounts as appearing in the books of the Transferee Company and adjustments shall be made wherever necessary to confirm to the accounting policies and methods adopted by the Transferee Company.
- 12 The amount of investments made in the shares of the Transferor Company held by the Transferee Company, shall stand cancelled in the books of the Transferee Company, without any further act or deed.
- 13 The difference between the carrying amount in the books of the Transferee Company of its investment in the shares of the Transferor Company, which shall stand cancelled in terms of this Scheme, and the aggregate face value of such shares shall, subject to the other provisions contained herein, be adjusted against and reflected in the capital reserves/goodwill, as applicable, of the Transferee Company as per applicable Indian Accounting Standards.



- 14 All reserves of the Transferor Company shall be recorded in the books of transferee Company in the same form in which they appeared in the books on the appointed date of the Transferor company.
- 15 In case of any difference in accounting policies between the Transferor Company and Transferee Company, a uniform set of accounting policies shall be adopted following the amalgamation and the accounting policies followed by the Transferee Company shall prevail. The effects on the financial statements of any changes in accounting policies are to be reported in accordance with Indian Accounting Standard, as applicable.
- 16 To the extent that there are inter – corporate loans, deposits, obligations, balances or other outstanding between the Companies, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of such assets or liabilities, as the case may be, and there would be no accrual of interest or any other charges in respect of such inter – corporates loans, deposits or balances, advanced with effect from the Appointed Date.
- 17 Upon the Scheme becoming effective, the accounts of the Transferee Company, as on the Appointed Date shall be reconstructed in accordance with the terms of this Scheme and pass accounting entries, as may be necessary, in connection with this Scheme, to comply with any of the applicable accounting standards.
- 18 The Transferee Company shall be entitled to file / revise its income tax returns, tax deducted at source (TDS) certificates, TDS returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credit of tax under Section 115JB of the Income Tax Act, 1961, credit of tax deducted at source, as may be required consequent to implementation of this Scheme.

19 Combination of Authorised Capital

- 19.1 Upon sanction of this Scheme, the authorized share capital of the Transferee Company shall automatically get merged with that of the Transferor Company without payment of any additional fees and duties as the said fees have already been paid. The authorized share capital of the Transferee Company shall automatically stand increased by simply filing the requisite forms with the appropriate authority and compliances of other procedural requirements and no separate procedure or further resolution under section 61 and other applicable provisions and Rules of the Act or instrument or deed or payment of any stamp duty and registration fees shall be required to be followed under the Act.
- 19.2 Consequently, 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 substituted pursuant to sections 13, 14 and 61 of the Companies Act, 2013 and section 394 of the Companies Act, 1956 and other applicable provisions of the Act, as set out below.

- 19.3 The clause V of the Memorandum of Association of the Transferee Company stands amended as follows-

“V. The Authorised Equity Share Capital of the Company is Rs. 81,500,000 (Rupees Eight Crores Fifteen Lacs only) divided into 8150000 (Eighty One Lacs Fifty Thousand Share) of Rs. 10/- each.”

- 19.4 Article 3 of the Articles of Association of the Transferee Company stands amended as follows-

“3. The Authorised Share Capital of the Company shall be such as specified in Clause V of the Memorandum of Association. The Company shall have power to increase, consolidate, subdivide, reduce or otherwise alter its share capital subject to the provisions of the Act”.

- 19.5 For removal of doubt, it is clarified that the approval of the Scheme by the shareholders of the Transferee Company under section 391-394 or under other relevant provisions of the Act shall be deemed to be the approval under sections 13, 14, 61 and 64 of the Companies Act, 2013 and other applicable provisions of the Act and the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act.

20 Alteration in the Memorandum of Association of the Transferee Company

With effect from the Appointed date and upon the Scheme becoming effective, the object clause of the Memorandum of Association of the Transferee Company shall stand amended without any act, instrument or deed and stand altered, modified and amended pursuant to applicable provisions of the Act to include the following and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this alteration to the object clause of the Memorandum of Association and no further resolution(s) under Section 13 or any other applicable provisions of the Companies Act 2013 (corresponding section 16 or any other applicable provisions of the Companies Act 1956), would be required to be separately passed. The Transferee Company shall file the requisite e-form with the Registrar of Companies for alteration of its Memorandum of Association and complete the compliances and procedural requirements under the Act.



In Clause III(A) of the Memorandum of Association of the Transferee Company new Sub Clause no. 3 shall be inserted to read:

“3) To carry on the business of manufacturer, importers and exporters of and dealers and providing of consultancy services in material handling equipment, industrial machinery and spare parts thereof made of steel, iron, stainless steel or any other metal or alloy or materials or by combination of two or more metals or alloys including turnkey projects and to carry on business of consultancy, designing and engineering works of contracts, construction, manufacture, fabrication and erection”.

**PART V – TREATMENT OF SCHEME FOR THE PURPOSES OF
THE INCOME TAX ACT, 1961**

- 21 This Scheme has been drawn up to comply and come within the definition and conditions relating to “amalgamation” Section 2(1B) of the Income tax Act, 1961. If any term(s) or provision(s) of the scheme are found or interpreted to be inconsistent with the provisions of the said sections of the Income Tax Act, 1961, at a later date, including resulting from an amendment of law or for any other reason whatsoever, the scheme shall stand modified / amended to the extent determined necessary to comply and come within the definition and conditions relating to “amalgamation” as specified in the Income tax Act, 1961. In such an event, where the Clauses which are inconsistent are modified or deemed to be deleted, such modification / deemed deletion shall, however, not affect other parts of the Scheme.

PART VI – DISSOLUTION OF THE TRANSFEROR COMPANY

- 22 Upon the scheme coming into effect, with effect from the Appointed Date, the Transferor Company shall stand dissolved without being wound up by the order of the High Court, or any other act or deed.
- 23 The Transferor Company shall be struck off from the records of the concerned Registrar of Companies upon effectiveness of this Scheme.

PART – VII: GENERAL TERMS AND CONDITIONS

24 **Applications**

The Transferee Company and the Transferor Company shall jointly and with all reasonable dispatch make all applications/petition/affidavits etc. under Sections 391 and 394 of the Act (or such applicable provisions of the Companies Act, 2013, as the case may be) to the Court/ NCLT (whichever is applicable) for directions to convene and/or dispense with all or any of the meetings and other directions and for the sanctioning of



the Scheme and to other authorities and bodies for obtaining their approvals, no objections, Consents etc., as may be required, under any law, agreement or otherwise. Further, the Companies shall be entitled to take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

25 Terms and Conditions

The Scheme is conditional and is subject to:

- 25.1 The Scheme being agreed to (in the manner prescribed herein) by the respective requisite majorities of the shareholders and/or creditors of the Transferee Company as required under the Act and/or the Circular No. CIR/CFD/CMD/16/2015 dated November 30, 2015 issued by the Securities and Exchange Board of India ("SEBI Scheme Circular"), as may be modified or amended from time to time, as applicable, and the requisite order of the High Court being obtained;
 - 25.2 pre-filing and post- sanction/ approval from the relevant stock exchanges and the Securities and Exchange Board of India, as may be applicable;
 - 25.3 such other approvals and sanctions from any other Governmental Authority or contracting party as may be required by any applicable law or any contract in respect of the Scheme being carried out; and
 - 25.4 the Scheme being sanctioned by the High Court and the requisite certified copies of the order of the High Court sanctioning this scheme being filed with the Registrar of Companies, Gwalior, Madhya Pradesh.
- 26** On the approval of the Scheme by the requisite majority of the members of the Companies, the Companies shall, with all reasonable dispatch, file a petition before the High Court for sanction of this Scheme under sections 391 to 394 and other applicable provisions of the Act, and for such other order(s), as the High Court may deem fit for carrying this scheme into effect. On this Scheme becoming effective, the members of the Companies shall be deemed to have also accorded their approval under all relevant provisions of the Act for giving effect to the provisions contained the High Court for sanction of this Scheme.
- 27** In the event that the scheme is not sanctioned by the Court or NCLT (as may be applicable) or in the event any of the consents, approvals, permissions, resolutions, agreements, sanctions or conditions enumerated in the scheme are not obtained or complied with or for any other reason, the scheme cannot be implemented, then the 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. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme unless otherwise mutually agreed.

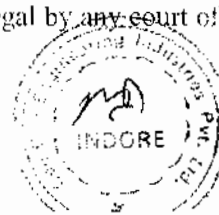
28 Modifications

28.1. The Companies (acting through their respective Boards or Committees or such other person or persons, as the respective Board of Directors may authorize/delegate) may, in their full and absolute discretion, jointly and as mutually agreed in writing:

- a) assent to any modifications or amendments to this Scheme, as may be mutually agreed and which the High Court and/or any other authorities may deem fit to direct or impose, and/or effect any other modification or amendment, and to do all acts, deeds and things which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/ or carrying out this Scheme;
- b) take such steps and do all such acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and give such directions (acting jointly) as to resolve any doubts, difficulties or questions, arising under this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any relevant person) whether by reason of any order(s) of the High Court or of any direction or orders of any other Governmental Authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith, or to review the position relating to the satisfaction of the various conditions of the Scheme and if necessary, to waive any of those (to the extent permissible under the law) and the decision so taken by them with mutual agreement, shall be binding on all parties, in the same manner as if the same were specifically incorporated in the Scheme;
- c) modify, vary or withdraw this Scheme prior to the Effective Date in any manner at any time and no further approval of shareholders or the creditors of any of the two companies shall be necessary for giving effect to the provisions contained in this clause; and
- d) determine jointly whether any asset, liability, employee, legal or other proceedings pertains to the Transferor Company or not, on the basis of any evidence that they may deem relevant for this purpose.

29 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Companies and their respective shareholders and the terms and Conditions of this scheme, the later shall prevail.

30 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 Companies 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 either of the Companies, in which case the Companies shall attempt to bring about a modification in the Scheme, as will best preserve for the Companies the benefits and obligations of the Scheme.

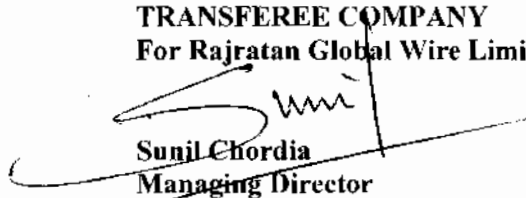
PART VIII: RESIDUAL PROVISIONS

- 31 All costs, charges and expenses (including but not limited to, any taxes and duties, stamp duty, registration charges, etc.) of/ payable by the Transferor Company and the Transferee Company in relation to or in connection with the Scheme and incidental to the completion of the amalgamation of the Transferor Company with the Transferee Company in pursuance of the Scheme shall be borne and paid by the Transferee Company.
- 32 Upon the scheme coming into effect, with from the Appointed Date, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company. If any such resolutions have any monetary limits approved as per the provisions of the Act, or any other applicable statutory provisions, then such limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.
- 33 Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realize all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferor Company in so far as may be necessary until the transfer of rights and obligations of the Transferor company to the Transferee Company under this Scheme is formally accepted by the parties concerned.
- 34 The Transferee Company shall be entitled, pending the sanction of the scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to carry on the business of the Transferor Company.
- 35 The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms thereof, in favour of the Transferee Company.



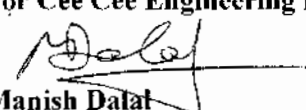
- 36 The Transferee Company shall, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or novation or other writings or arrangements with any party to any contract or arrangement in relation to which the Transferor Company has been a party, in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.
- 37 Upon the Scheme becoming effective, for statistical purposes only and without any separate deed, instrument or writing, the Transferor Company and /or the Transferee Company shall, if required, simultaneously with the amendment in the register of charges and file particulars of the modified charge with the concerned Registrar of Companies and there shall be no break in the continuity of such charge and the same shall relate back to the date of its creation thereof in the Transferor Company.
- 38 The provisions contained in this Scheme are inextricably inter-linked and the Scheme constitutes an integral whole, the scheme would be given effect to only if it is approved on its entirety unless specifically agreed otherwise by the respective Board of Directors of the Transferor Company and the Transferee Company or any committee constituted by such Boards.
- 39 If any part of this Scheme is not approved or found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company, the Transferee Company and their respective Boards, affect the validity or implementation of the other parts and /or provisions of this Scheme.

TRANSFEE COMPANY
For Rajratan Global Wire Limited


Sunil Chordia
Managing Director
DIN - 00144786



TRANSFEROR COMPANY
For Cee Cee Engineering Industries Pvt. Ltd.


Manish Dalal
Director
DIN - 03625325



Ritesh Gupta
B.Com. F.C.A. ISA (ICAI)

Ritesh K.Gupta & Associates
Chartered Accountants
85, Sir Hukamchand Marg,
Indore-452002 (M.P.)
Phone: (O)0731-2454653
(M) 8889052953
E-Mail: cariteshgupta99@yahoo.com

To

1. The Board of Directors
Rajratan Global Wire Limited
CIN L27106MP1988PLC004778
'Rajratan House' 11/2 Meera Path,
Dhenu Market, Indore – 452003
2. The Board of Directors
Cee Cee Engineering Industries Pvt. Limited
CIN U27101MP1986PTC003392
'Rajratan House' 11/2 Meera Path,
Dhenu Market, Indore – 452003

Subject – Scheme of Amalgamation of Cee Cee Engineering Industries Pvt. Limited, a wholly owned subsidiary with Rajratan Global Wire Limited

Dear Sir

We have been requested by the management of the above companies to issue this report in connection with the Scheme of Amalgamation of Cee Cee Engineering Industries Pvt. Limited, a wholly owned subsidiary with Rajratan Global Wire Limited

1. Background:

Rajratan Global Wire Limited (Herein after referred as the transferee Company or RGWL) is engaged in the business of (i) wire drawers and manufacture of, dealers in and exporters and importers in steel wires, copper wires, brass wires, zinc wires and other wires of all ferrous and non-ferrous metals and their compounds and to cover wires wherever necessary with rubber, plastic or any other non-conductor and to manufacture overheads and underground cables, electric wires. Equity shares of RGWL are listed on BSE Limited.

Cee Cee Engineering Industries Private Limited (Hereinafter referred to as the amalgamating Company or Transferor Company or CCEIPL) is wholly owned subsidiary (WOS) of RGWL and is primarily engaged in the business of (i) manufacturer, importers and exporters of and dealers and providing of consultancy services in material handling equipment, industrial machinery and spare parts thereof made of steel, iron, stainless steel or any other metal or alloy or materials or by combination of two or more metals or alloys including turnkey projects.

9

The management of RGWL is considering amalgamation of CCEIPL with RGWL pursuant to Scheme of amalgamation under section 391 to 394 of the Companies Act, 1956. We have been informed that as per the Scheme, NO SHARES are proposed to be issued to the shareholders of CCEIPL in consideration of amalgamation of CCEIPL with RGWL as CCEIPL is WOS of RGWL.

2. Source of Information

For the purpose of this exercise, we have relied on the following sources of information:

- i. Draft Scheme of Amalgamation under Section 391 to 394 of the Companies Act, 1956 and other relevant provisions of the Companies Act, 1956 and Companies Act, 2013.
- ii. Audited Financial Statements of RGWL for the last financial year ended on 31st March, 2016 and the unaudited Standalone and Consolidated Financial Results for the 6 months ended on 30th September, 2016.
- iii. Audited Financial Statements of CCEIPL as on 31st March 2016.
- iv. Share Register of CEIPL as on 30th September, 2016
- v. Our discussion from time to time with the management / representatives of the concerned companies and such other information and explanation as were required by us and which have been provided by the management to us.

3. Limitations and Exclusions

We have relied on the representations made to us by the managements. We have assumed such representations to be reliable and our conclusions are dependent on such information being complete and accurate in all the material respects.

Our work was not designed to verify the accuracy or reliability of the information provided to us and nothing in this report should be taken to imply that we have conducted procedures audits or investigations in an attempt to verify or confirm any of the information supplied to us.

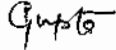
This report has been prepared for the management of RGWL & CCEIPL solely for the purpose of the proposed amalgamation of CCEIPL with RGWL. This Report should not be used for any other purpose.

9

4. Conclusion

As per the draft Scheme, NO SHARES ARE PROPOSED TO BE ISSUED by RGWL and there will not be any change in the shareholding pattern of RGWL before or after the proposed amalgamation, as CEIPL is a Wholly Owned Subsidiary of RGWL. Since no shares are proposed to be issued by RGWL to the Shareholders of CCEIPL, no swap ratio is required.

For Ritesh K Gupta & Associates
Chartered Accountants
FRN:016461C



CA. Ritesh Gupta
(Proprietor)
M. No. 409254

Place :Indore
Date :02.11.2016



To

1. The Board of Directors
Rajratan Global Wire Limited
CIN: L27106MP1988PLC004778
'Rajratan House' 11/2 Meera Path,
Dhenu Market, Indore – 452003
2. The Board of Directors
Cee Cee Engineering Industries Pvt. Limited
CIN: U27101MP1986PTC003392
'Rajratan House' 11/2 Meera Path,
Dhenu Market, Indore – 452003

Fairness opinion on Valuation Report in respect of Scheme of Amalgamation of Cee Cee Engineering Industries Pvt. Limited, a wholly owned subsidiary with Rajratan Global Wire Limited

Dear Sir

1. Background:

We, Swastika Investmart Limited, **SEBI Registered Category-I Merchant Banker, having Registration No. INM000012102** refer to our discussion and your engagement letter dated 02 Nov 2016, which was duly accepted by us, whereby you have appointed us as an Independent Merchant Banker for furnishing a '**Fairness Opinion**' on the valuation carried out by the Valuer viz., M/s Ritesh K Gupta & Associates, Chartered Accountants.

2. Background of the Companies:

Rajratan Global Wire Limited (Hereinafter referred as the transferee Company or RGWL) is a public Limited Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 11/2, Meera Path, Dhenu Market, Indore-452003, the transferee Company is engaged in the business of (i) wire drawers and manufacture of, dealers in and exporters and importers in steel wires, copper wires, brass wires, zinc wires and other wires of all ferrous and non-ferrous metals and their compounds and to cover wires wherever necessary with rubber, plastic or any other non-conductor and to manufacture overheads and underground cables, electric wires. Equity shares of RGWL are listed on BSE Limited.

Cee Cee Engineering Industries Private Limited (Hereinafter referred to as the amalgamating Company or Transferor Company or CCEIPL) is a public Limited Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 11/2, Meera Path, Dhenu Market, Indore-452003 is wholly owned subsidiary (WOS) of RGWL and is primarily engaged in the business of (i) manufacturer, importers and exporters of and dealers and providing of consultancy services in material handling equipment, industrial machinery and spare parts thereof made of steel, iron, stainless steel or any other metal or alloy or materials or by combination of two or more metals or alloys including turnkey projects.

Swastika Investmart Limited

Group : Member of NSE, BSE, MSEI, NCDEX, MCX & ICEX, DP : CDSL & NSDL

Corp. Off.: 48, Jaora Compound, M.Y.H. Road., Indore-452 001. Ph. : 0731-6644000, 3345000 Fax : 6644300
Regd. Off. : 305, Madhuban Building, Cochin Street, Fort, Mumbai -400 001. Ph. : 022-22655565, 22654113-14
Email : info@swastika.co.in. Web : www.swastika.co.in

CIN : L 65910 MH 1992 PLC 067052



3. Information received and relied upon by us for the fairness opinion

We Swastika Investmart Limited, have prepared the fairness opinion on the basis of the following information provided to us and collected by us from publically available sources:

- i. Draft Scheme of Amalgamation;
- ii. Valuation Report of M/s Ritesh Gupta & Associates, Chartered Accountants dated 02 Nov 2016;
- iii. Memorandum and Article of Association of RGWL & CCEIPL
- iv. Audited Financial Statements of RGWL for the last financial year ended on 31st March, 2016 and the unaudited Standalone and Consolidated Financial Results for the 6 months ended on 30th September, 2016 along with limited Review Report;
- v. Audited Financial Statements of CCEIPL as on 31st March 2016
- vi. Such other information and explanation that have been provided to us by the management of RGWL & CCEIPL.

This report is issued on the understanding that RGWL & CCEIPL have drawn our attention to all the relevant matters, of which they were aware of concerning the respective company's financial position and business, which have an impact on this report.

Our work does not constitute an audit or certification of the historical financial statements of RGWL & CCEIPL, including their working results referred to in this report. Accordingly, we are unable to and do not express any opinion on the accuracy of any financial information referred to in this report, if any. We assume no responsibility for any error in the information submitted by the Managements and their impacts on the present exercise. This fairness opinion has been furnished on the methodologies and resultant share valuation used by the Valuer.

4. Disclaimer

We have not considered any findings made by other external agencies in carrying out this work.

This report is intended solely for the limited purpose mentioned earlier and should not be regarded as a recommendation to the investor to invest in RGWL or CCEIPL or deal in any form in the securities of both the Companies and should also not be considered as a final equity value of both the Companies.

Our report is for the benefit of and confidential use by both the Companies. This report is not meant for save and except as specified above, under any Indian or Foreign Law, Statue, Act, Guideline or Similar Instruction. Both the Companies are prohibited from using this report other than for its sole limited purpose and not to make a copy of this report available to any party other than those required by statue for carrying out the limited purpose of this report.



This certificate is issued in duplicate and both the copies will constitute one and the same.

During the course of our work, we have relied upon assumptions made by the management of the companies. These assumptions require the exercise of judgment and are subject to uncertainties.

In no circumstances whatsoever, We Swastika Investmart Limited, its directors and employees, accept any responsibility or liability towards any third party for consequences arising out of the use of this report.

5. Opinion on Valuation Report:

Based on the information, material, data made available to us, including the Valuation Report, and after analyzing the Scheme of Amalgamation, as stated in the valuation report by the valuer that no swap ratio has been determined since, CCEIPL is a Wholly owned Subsidiary of RGWL and accordingly no equity share shall be issued by RGWL to the shareholders of CCEIPL is fair.

Thanking You

Yours faithfully

For Swastika Investmart Limited

A handwritten signature in black ink, appearing to read 'Sunil Nyati', is written over a circular stamp. The stamp contains the text 'SWASTIKA INVESTMART LTD' around the perimeter and a central emblem.

Sunil Nyati
Managing Director
DIN:-00015963

Place:Indore

Date: 02 Nov 2016

**RAJRATAN**

OUTPERFORM

INDIA | THAILAND

12th July, 2017

To
The General Manager
Department of corporate Services,
BSE Limited,
1st Floor, Rotunda Building,
P.J. Towers, Dalal Street,
Fort, Mumbai- 400 001

Scrip Code : 517522
 ISIN : INE451D01011

Subject: Disclosure of the Draft Scheme for Amalgamation of Cee Cee Engineering Industries Private Limited (Transferor Company), WOS with Rajratan Global Wire Limited (Transferee Company)

Reference: Regulation 37 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with notification No. SEBI/LAD/NRO/GN/2016-17/029 dated 15th February, 2017

Dear Sir,

This is with reference to the outcome of Board Meeting dated 3rd November, 2016 wherein Board of Directors of the Company had approved the Scheme of amalgamation of Cee Cee Engineering Industries Private Limited - Transferor Company (hereinafter "CCEIPL"), a wholly owned subsidiary, with Rajratan Global Wire Limited (RGWL) - Transferee Company Holding Company (hereinafter referred to as "Scheme"), under section 230-232 of the Companies Act, 2013 (corresponding to sections 391-394 of the Companies Act, 1956) and other applicable provisions with appointed date as April 1, 2017.

As per the requirement under Regulation 37 of SEBI (LODR) Regulations, 2015 read with SEBI Circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015 provides that the listed entities desirous of undertaking scheme of arrangement or involved in a scheme of arrangement shall file the draft scheme with Stock Exchange(s) for obtaining Observation Letter or No-objection Letter, before filing such scheme with any court or Tribunal.

However, the above requirement was **amended** vide SEBI Notification no. SEBI/LAD/NRO/GN/2016-17/029 dated 15-02-2017 making the above requirement not applicable in the case of merger of a wholly owned subsidiary with its holding company and in such cases only disclosure of the Scheme to the concerned Stock Exchange/s is required.

The above referred Scheme is with regard to merger of a wholly owned subsidiary with its holding company and therefore as per the above mentioned circular dated 15-02-2017 the required draft Scheme is attached herewith for the purpose of disclosure. We are therefore enclosing herewith certified true copy draft scheme, Board Resolution and Cheque No. 134814 dated 11.07.2017 towards processing fees.

RAJRATAN GLOBAL WIRE LIMITED

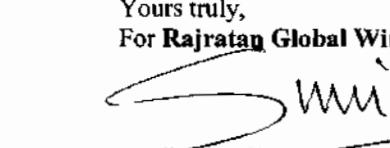
Regd. Office: Rajratan House, 11/2, Meera Path, Dhenu Market, Indore-452003, Madhya Pradesh, India. Tel.: +91-731-2546401 Fax: +91-731-2542534
 Factory: 200-B, Sector-1, Pithampur-454775, Dist. Dhar, Madhya Pradesh, India. Tel.: +91-7292-253429, 253375 Fax: +91-7292-253357

CIN No. L27106MP1988PLC004778

We request you to take the above mentioned document in record and acknowledge.

In case of any clarification/doubts, please contact the undersigned on sunil@rajratan.co.in/
shubham@rajratan.co.in or 0731-2546401/9329644071.

Yours truly,
For **Rajratan Global Wine Limited**


Sunil Chordia
Managing Director
DIN - 00144786





RAJRATAN
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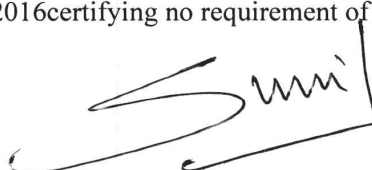
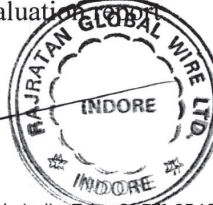
INDIA | THAILAND



REPORT OF THE BOARD OF DIRECTORS OF RAJRATAN GLOBAL WIRE LIMITED AT ITS MEETING HELD ON FRIDAY 11th AUGUST, 2017 EXPLAINING THE EFFECT OF SCHEME OF AMALGAMATION OF CEE CEE ENGINEERING INDUSTRIES PRIVATE LIMITED WITH RAJRATAN GLOBAL WIRE LIMITED AND THEIR RESPECTIVE MEMBERS AND CREDITORS (“SCHEME OF AMALGAMATION”) ON EACH CLASS OF SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTER AND NON-PROMOTER SHAREHOLDERS, LAYING OUT IN PARTICULAR THE SHARE EXCHANGE RATIO

1. Background:

- 1.1. The proposed Scheme of Amalgamation of Cee Cee Engineering Industries Private Limited (“Transferor Company”) with Rajratan Global Wire Limited (“Transferee Company”/“the company”) and their respective members and creditors (“Scheme”) was approved by the Board of Directors of the Company at its meeting held on 3rd November, 2016. Subsequent to the said date, provisions of Section 230 to 232 of the Companies Act, 2013 inter-alia governing merger and amalgamation of companies, become operative with effect from 15th December, 2016. In accordance with the provisions of Section 232(2)(c) of the Companies Act, 2013, the Directors of the Company are required to adopt a report explaining the effect of Scheme of Amalgamation on each class of shareholders, key managerial personnel (KMP’s), promoter and non-promoter shareholders of the Company laying out in particular the share exchange ratio. The said report adopted by the Directors is required to be circulated along with notice convening meeting of the shareholders and creditors.
- 1.2. Having regard to the aforesaid new provisions, this report is adopted by the Board in order to comply with the requirements of Section 232(2)(c) of Companies Act, 2013.
- 1.3. The following documents were considered by the Board of Directors for the purpose of issue of this report:
- Draft Scheme of Amalgamation duly initialled by the Managing Director of the Company for the purpose of identification.
 - Fairness opinion dated November 2, 2016 Issued by Swastika Investment Limited on the draft Scheme of Amalgamation.
 - Report of the Audit Committee dated 2nd November, 2016 recommending the draft Scheme of Amalgamation to the Board for approval.
 - Certificate from M/s Ritesh K Gupta & Associates, Chartered Accountants dated 2nd November, 2016 certifying no requirement of valuation.

RAJRATAN GLOBAL WIRE LIMITED

Regd. Office: Rajratan House, 11/2, Meera Path, Dhenu Market, Indore-452003, Madhya Pradesh, India. Tel.: +91-731-2546401 Fax: +91-731-2542534
Factory: 200-B, Sector-1, Pithampur-454775, Dist. Dhar, Madhya Pradesh, India. Tel.: +91-7292-253429, 253375 Fax: +91-7292-253357

CIN No. L27106MP1988PLC004778



RAJRATAN

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www.rajratan.co.in



2. Effect of Scheme of Amalgamation on each class of Shareholders, Key Managerial Personnel, Promoters and Non-Promoter Shareholders:

As the Transferor Company is wholly-owned subsidiary company of the Transferee Company no shares of the Company shall be issued and allotted in respect of shares held by the Company in the Transferor Company, pursuant to the Scheme of Amalgamation, and hence Scheme of Amalgamation does not provide for any share exchange ratio and as no valuation is involved, there exist no special valuation difficulties. Further, the Scheme of Amalgamation has been proposed to consolidate and effectively manage the Transferor Company and The Transferee Company in a single entity, which will provide several benefits including synergy, economies of scale, attain efficiencies and cost competitiveness. Thus, there will be no adverse effect of the said Scheme of Amalgamation on the Equity Shareholders (the only class of Shareholders), Key Managerial Personnel, Promoter and Non-Promoter Shareholders of the Company.

By order of the Board

For RAJRATAN GLOBAL WIRE LIMITED



Sunil Chordia
Managing Director
DIN -00144786

Date: 11th August, 2017

RAJRATAN GLOBAL WIRE LIMITED

Regd. Office: Rajratan House, 11/2, Meera Path, Dhenu Market, Indore-452003, Madhya Pradesh, India. Tel.: +91-731-2546401 Fax: +91-731-2542534
Factory: 200-B, Sector-1, Pithampur-454775, Dist. Dhar, Madhya Pradesh, India. Tel.: +91-7292-253429, 253375 Fax: +91-7292-253357

CIN No. L27106MP1988PLC004778

CEE CEE ENGINEERING INDUSTRIES PVT. LTD.

Regd. Office: "Rajratan House" 11/2 Meera Path Dhenu Market Indore - 3 (MP) Ph.0731-2546401

CIN NO. U27101MP1986PTC003392

REPORT OF THE BOARD OF DIRECTORS OF CEE CEEENGINEERING INDUSTRIES PRIVATE LIMITED AT ITS MEETING HELD ON FRIDAY 11th AUGUST, 2017 EXPLAINING THE EFFECT OF SCHEME OF AMALGAMATION OF CEE CEE ENGINEERING INDUSTRIES PRIVATE LIMITED WITHRAJRATAN GLOBAL WIRE LIMITED AND THEIR RESPECTIVE MEMBERS AND CREDITORS ("SCHEME OF AMALGAMATION") ON EACH CLASS OF SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTER AND NON-PROMOTER SHAREHOLDERS, LAYING OUT IN PARTICULAR THE SHARE EXCHANGE RATIO

1. Background:

- 1.1 The proposed Scheme of Amalgamation of Cee Cee Engineering Industries Private Limited ("Transferor Company") with Rajratan Global Wire Limited ("Transferee Company"/"the company") and their respective members and creditors ("Scheme") was approved by the Board of Directors of the Company at its meeting held on 3rd November, 2016. Subsequent to the said date, provisions of Section 230 to 232 of the Companies Act, 2013 inter-alia governing merger and amalgamation of companies, become operative with effect from 15th December, 2016. In accordance with the provisions of Section 232(2)(c) of the Companies Act, 2013, the Directors of the Company are required to adopt a report explaining the effect of Scheme of Amalgamation on each class of shareholders, key managerial personnel (KMP's), promoter and non-promoter shareholders of the Company laying out in particular the share exchange ratio. The said report adopted by the Directors is required to be circulated along with notice convening meeting of the shareholders and creditors.
- 1.2 Having regard to the aforesaid new provisions, this report is adopted by the Board in order to comply with the requirements of Section 232(2)(c) of Companies Act, 2013.
- 1.3 The following documents were considered by the Board of Directors for the purpose of issue of this report:
 - a. Draft Scheme of Amalgamation duly initialled by the Managing Director of the Company for the purpose of identification.

2. Effect of Scheme of Amalgamation on each class of Shareholders, Key Managerial Personnel, Promoters and Non-Promoter Shareholders:

The Company is wholly-owned subsidiary company of the Transferee Company and therefore no shares will be issued and allotted by the Transferee Company, pursuant to the Scheme of Amalgamation. Thus, there will be no adverse effect of the said Scheme of Amalgamation on the Equity Shareholders (the only class of Shareholders), Key Managerial Personnel, Promoter and

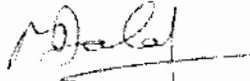
CEE CEE ENGINEERING INDUSTRIES PVT. LTD.

Regd. Office: "Rajratan House" 11/2 Meera Path Dhenu Market Indore - 3 (MP) Ph.0731-2546401

CIN NO. U27101MP1986PTC003392

Non-Promoter Shareholders of the Company. The Company does not have any KMP as it is not required to have any KMP under Companies Act, 2013.

**By order of the Board
For CeeCee Engineering Industries Private Limited**



**Manish Dalal
Director
DIN – 03625325**

Date: 11th August, 2017



RGWL/17-18/

11th August, 2017

**To,
Bombay Stock Exchange
Phiroze J.J. Tower
Dalal Street, Fort
MUMBAI - 400 001**

Sub: Outcome of the Board meeting held on 11th August, 2017 and unaudited Standalone and Consolidated Financial Results of the Company for the Quarter ended on 30th June, 2017

Scrip Code: 517522

Dear Sir,

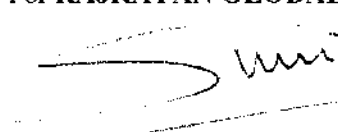
We wish to inform you that the board of Directors has approved the unaudited Standalone and Consolidated Financial Results of the Company for the Quarter ended on 30th June, 2017. Attached please find the Financial Results together with the Limited Review Report of the Statutory Auditors thereon in accordance with Regulation 33 of SEBI (Listing Obligation & Disclosure Requirements) Regulation, 2015.

Further the board of the company has henceforth opted to additionally submit quarterly/year to date consolidated financial results for Financial Year 2017-18.

Kindly take the above information on your record.

Thanking You

Yours Faithfully
For **RAJRATAN GLOBAL WIRE LTD.**


SUNIL CHORDIA
MANAGING DIRECTOR
DIN - 00144786
Encl: as above

RAJRATAN GLOBAL WIRE LIMITED

Regd. Office: Rajratan House, 11/2, Meera Path, Dhenu Market, Indore-452003, Madhya Pradesh, India. Tel.: +91-731-2546401
Factory: 200-B, Sector-I, Pithampur-454775. Dist. Dhar, Madhya Pradesh, India. Tel.: +91-7292-253429, 253375

CIN No. L27106MP1988PLC004778

RAJRATAN GLOBAL WIRE LTD.
Regd. Office:- Rajratan House, 11/2 Meera Path, Dhenu Market, Indore-452003 (M.P.)
CIN No. L27106MP1988PLC004778
STATEMENT OF STANDALONE UNAUDITED FINANCIAL RESULTS FOR THE QUARTER
ENDED 30TH JUNE, 2017

		Rs. In Lakhs	
Sr. No.	Particulars	Quarter Ended	
		30.06.2017 (Unaudited)	30.06.2016 (Unaudited)
1	Income		
	(i) Revenue from operation	4912.16	4301.59
	(ii) Other income	46.22	58.48
	Total Revenue (i+ii)	4958.38	4360.07
2	Expenses		
	(a) Cost of materials consumed	2838.70	2528.57
	(b) Purchases of Stock-in-trade	544.08	1.77
	(c) Changes in Inventories of Finished Goods, Work-in-Progress and Stock-in-Trade	(515.82)	(476.00)
	(d) Excise duty	419.68	526.47
	(e) Employee benefit expenses	295.01	263.99
	(f) Finance cost	147.82	170.00
	(g) Depreciation and amortisation expenses	79.97	83.27
	(h) Other expenses	952.65	880.84
	Total expenses	4762.09	3978.91
3	Profit/(Loss) before Tax [1-2]	196.29	381.16
4	Tax Expenses		
	(i) Current Tax	61.36	116.58
	(ii) Deferred Tax	4.81	1.31
	Total Tax Expenses (i+ii)	66.17	117.89
5	Net Profit/(Loss) for the period (3-4)	130.12	263.27
6	Other Comprehensive Income		
a	Items that will not be reclassified to Profit and Loss		
i	Remeasurements of defined benefit plans	(6.00)	(6.60)
7	Total comprehensive Income for the Period (5+6)	124.12	256.67
8	Paid up Equity Share Capital (face Value Rs.10 Per Share)	435.18	435.18
9	Earning per share (of Rs.10/- each) (not annualised)		
	a) Basic	2.99	6.05
	b) Diluted	2.99	6.05

Notes:

- The above results have been reviewed by the Audit Committee in its meeting held on 10th August, 2017 and taken on record by Board of Directors in its meeting held on 11th August, 2017
- The Company has adopted Indian Accounting Standard ("IND-AS") From 1st April, 2017 and accordingly these financial results have been prepared in accordance with the IND-AS prescribed under Section 133 of the companies Act 2013. Consequently, the results for the quarter ended on 30th June 2016 have been restated to comply with IND-AS. Reconciliation of Net Profit reported under previous IGAAP and restated now under IND-AS is as under.

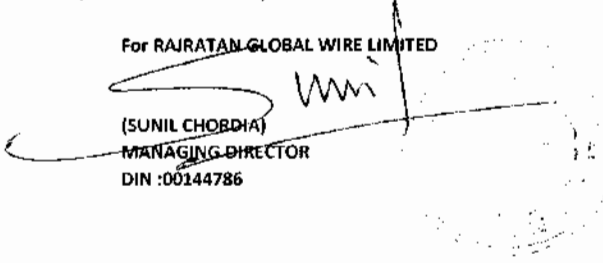
Particulars	(Rs. In Lakhs)
	Quarter Ended on 30/06/2016
Profit after tax (PAT) as per previous IGAAP	261.54
Remeasurement of Defined Benefit Plans recognised in Other Comprehensive Income	1.53
Effect of Deferred Tax accounted for as per Balance Sheet approach as per Ind AS 12	2.57
Effect of accounting for loans at amortised cost	0.10
Impairment of trade receivable due to Expected Credit Loss Model	(2.47)
Profit after tax (PAT) as per Ind-AS	263.27
Other Comprehensive Income	
Actuarial Gains (Loss) net of Remeasurement of Defined Benefit Plan recognised in Other Comprehensive Income (Net of Taxes)	(6.60)
Total comprehensive Income as reported Under Ind-AS	256.67



- 3 4,50,000 equity shares of promoters are pledged/encumbered for raising loans for the company.
- 4 The Statutory Auditors of the Company have carried out a Limited Review of the Result for the Quarter ended on 30th June,2017. The figures relating to quarter ended 30th June,2016, as adjusted for the differences in the accounting principles adopted by the Company on transition to Ind-AS, have not been subjected to limited review or audit. The Management has excersied necessary due diligence to ensure that such financial results provide a true & fair view of the affairs of the Company.
- 5 Previous period figures have been regrouped, reworked, wherever necessary.

Date:-11th August,2017
Place:- INDORE

For RAJRATAN GLOBAL WIRE LIMITED


(SUNIL CHORDIA)
MANAGING DIRECTOR
DIN :00144786



FADNIS & GUPTE

CHARTERED ACCOUNTANTS

B-14, Ratlam Kothi, Kanchan Bagh Main Road, Indore-452 001 (M.P.) INDIA

Phone : 0731-2514448, 2527716. Fax : 0731-2528730

E-mail : mail@fngca.com

Review Report

To,
The Board of Directors of
M/s Rajratan Global Wires Limited
Indore

We have reviewed the accompanying statement of unaudited standalone financial results ('the Statements') of M/s. Rajratan Global Wire Limited, ('the Company') for the quarter ended on 30th June 2017 attached herewith, being submitted by the Company pursuant to the requirements of Regulation 33 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations).

This statement is the responsibility of the Company's Management and has been approved by the Board of Directors. Our responsibility is to issue a report on these financial statements based on our review. Attention is drawn to the fact that the figures for the corresponding quarter ended on 30th June 2016 including the reconciliation of profit under Ind AS with profit reported under previous GAAP, as reported in this statement, have been approved by the Company's Board of Directors, but have not been subjected to review.

We conducted our review in accordance with the Standard on Review Engagement (SRE) 2400, *Engagements to Review Financial Statements* issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying statement of unaudited financial results prepared in accordance with applicable Indian Accounting Standards ('Ind AS') prescribed under Section 133 of the Companies Act, 2013 read with relevant rules issued there under and other recognized accounting practices and policies has not disclosed the information required to be disclosed in terms of Regulation 33 of the

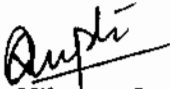


issued there under and other recognized accounting practices and policies has not disclosed the information required to be disclosed in terms of Regulation 33 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI circular dated 5 July 2016 including the manner in which it is to be disclosed, or that it contains any material misstatement.

Place of Signature: Indore
Date: 11.08.2017



For Fadnis & Gupte
Chartered Accountants
FRN 006600C


(CA. Vikram Gupte)
Partner
M. No. 074814

RAJRATAN GLOBAL WIRE LTD.

Regd. Office:- Rajratan House, 11/2 Meera Path, Dhenu Market, Indore-452003 (M.P.)

CIN No. L27106MP1988PLC004778

STATEMENT OF CONSOLIDATED UNAUDITED FINANCIAL RESULTS FOR THE QUARTER ENDED
30TH JUNE, 2017

Rs. In Lakhs

Sr. No.	Particulars	Quarter Ended	
		30.06.2017	30.06.2016
		(Unaudited)	(Unaudited)
1	Income		
	(i) Revenue from operation	7540.77	7238.46
	(ii) Other Income	61.55	35.73
	Total Revenue (i+ii)	7602.32	7274.19
2	Expenses		
	(a) Cost of materials consumed	4953.61	4033.39
	(b) Purchases of Stock-in-trade	0.00	0.00
	(c) Changes in Inventories of Finished Goods, Work-in-Progress and Stock-in-Trade	(797.50)	(415.48)
	(d) Excise duty	432.65	527.71
	(e) Employee benefit expenses	607.84	480.41
	(f) Finance cost	230.29	267.13
	(g) Depreciation and amortisation expenses	182.52	178.69
	(h) Other expenses	1509.73	1396.83
	Total Expenses	7119.14	6468.68
3	Profit/(Loss) before Tax (1-2)	483.18	805.51
4	Tax Expenses/ (Excess provision written back)		
	(i) Current Tax	62.36	116.39
	(ii) Deferred Tax*	61.33	68.53
	Total Tax Expenses (i+ii)	123.69	184.92
5	Net Profit/(Loss) for the period (before minority interest)(3-4)	359.49	620.59
6	Minority Interest	1.34	(10.10)
7	Net Profit/(Loss) for the period (5-6)	358.15	630.69
8	Other Comprehensive Income		
a	Items that will not be reclassified to Profit and Loss		
i	Remeasurements of defined benefit plans	(7.57)	(8.15)
9	Total comprehensive Income for the Period (7+8)	350.58	622.54
10	Paid up Equity Share Capital (face Value Rs.10 Per Share)	435.18	435.18
11	Earning per share (of Rs.10/- each) (not annualised)		
	a) Basic	8.23	14.49
	b) Diluted	8.23	14.49



Segment Revenue, Results and capital Employed for the quarter ended on 30.06.2017			
Rs. In Lakhs			
Sr. No.	Particulars	Consolidated Quarter ended	
		Unaudited 30.06.2017	Unaudited 30.06.2016
1	Segment Revenue (Revenue from operation)		
	a) Bead Wire Segment	7463.92	7171.65
	b) Wire Drawing Machinery & Tools	104.67	72.13
	Total Segment Revenue	7568.59	7243.78
	Less: Inter Segment Revenue		
	a) Bead Wire Segment	0.00	0.00
	b) Wire Drawing Machinery & Tools	27.82	5.32
	Revenue from Operations	7540.77	7238.46
2	Segment Results (Profit/(Loss) before tax and interest from each segment)		
	a) Bead Wire Segment	698.70	1099.50
	b) Wire Drawing Machinery & Tools	14.77	(26.86)
	Total	713.47	1072.64
	Less:(I) Interest & Financial Charges	230.29	267.13
	(II) Other Unallocable Expenditure net off Unallocable Income		
	Profit / (Loss) before Tax	483.18	805.51
3	Capital Employed (Segment Assets - Segment Liabilities)		
	a) Bead Wire Segment	8773.72	7309.29
	b) Wire Drawing Machinery & Tools	393.61	89.13
	Total capital employed	9167.33	7398.42

Notes:

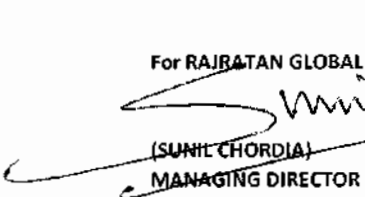
- The above results have been reviewed by the Audit Committee and taken on record by Board of Directors In its meeting held on 11th August 2017
- The Company has adopted Indian Accounting Standard ("IND-AS") From 1st April, 2017 and accordingly these financial results have been prepared in accordance with the IND-AS prescribed under section 133 of the companies Act 2013, Consequently, the results for the quarter ended on 30th June 2016 have been restated to comply with IND-As, Reconciliation of Net Profit reported under previous IGAAP and restated now under IND-AS is as under.


Particulars	(Rs. In Lakhs)
	Quarter Ended on 30/06/2016
Profit after tax (PAT) as per previous IGAAP	695.06
Remeasurement of Defined Benefit Plans recognised in Other Comprehensive Income	3.06
Effect of Deferred Tax accounted for as per Balance Sheet approach as per Ind AS 12	(64.55)
Effect of accounting for loans at amortised cost	0.10
Impairment of trade receivable due to Expected Credit Loss Model	(2.98)
Profit after tax (PAT) as per Ind-AS	630.69
Other comprehensive Income	
Actuarial Gains (Loss) net of Remeasurement of Defined Benefit Plan recognised in Other Comprehensive Income (Net of Taxes)	(8.15)
Total comprehensive income as reported Under Ind-AS	622.54

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- 3 The Consolidated financial results include results of Rajratan Global Wire Limited & Its subsidiaries Rajratan Thai Wire Limited & Swaraj Technocraft Pvt. Limited & Cee-Cee Engineering Industries Pvt Limited
- 4* Deferred Tax Includes Rs.56.97 Lacs (Rs.66.90 Lacs for quarter ended on 30.06.2016) on account of reversal of Deferred Tax Assets Created due to accumulated losses on adoption of Ind-AS
- 5 4,50,000 equity shares of promoters are pledged/encumbered for raising loans for the company.
- 6 The Statutory Auditors of the Company have carried out a Limited Review of the Result for the Quarter ended on 30th June,2017. The figures relating to quarter ended 30th June,2016, as adjusted for the differences in the accounting principles adopted by the Company on transition to Ind-AS, have not been subjected to limited review or audit. The Management has excersied necessary due diligence to ensure that such financial results provide a true & fair view of the affairs of the Company.
- 7 Previous period figures have been regrouped, reworked, wherever necessary.

Date:-11th August,2017
Place:- INDORE

For RAJRATAN GLOBAL WIRE LIMITED

(SUNIL CHORDIA)
MANAGING DIRECTOR
DIN :00144786





FADNIS & GUPTE

CHARTERED ACCOUNTANTS

B-14, Ratlam Kothi, Kanchan Bagh Main Road, Indore-452 001 (M.P.) INDIA

Phone : 0731-2514448, 2527716, Fax : 0731-2528730

E-mail : mail@fngca.com

Review Report

To,
The Board of Directors of
M/s Rajratan Global Wires Limited
Indore

We have reviewed the accompanying statement of unaudited consolidated financial results ('the Statements') of M/s. Rajratan Global Wire Limited (hereinafter referred to as "the Holding Company") and its subsidiaries (the Holding Company and its subsidiaries together referred to as "the Group") for the quarter ended on 30th June 2017 attached herewith, being submitted by the Company pursuant to the requirements of Regulation 33 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations).

This statement is the responsibility of the Company's Management and has been approved by the Board of Directors. Our responsibility is to issue a report on these financial statements based on our review. Attention is drawn to the fact that the figures for the corresponding quarter ended on 30th June 2016 including the reconciliation of profit under IndAS with profit reported under previous GAAP, as reported in this statement, have been approved by the Company's Board of Directors, but have not been subjected to review.

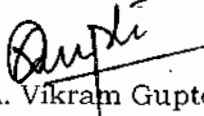
We conducted our review in accordance with the Standard on Review Engagement (SRE) 2400, *Engagements to Review Financial Statements* issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the financial statements are free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provide less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying statement of unaudited financial results prepared in accordance with applicable Indian Accounting Standards ('IndAS') prescribed under Section 133 of the Companies Act, 2013 read with relevant rules

SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI circular dated 5 July 2016 including the manner in which it is to be disclosed, or that it contains any material misstatement.

For Fadnis & Gupte
Chartered Accountants
FRN 006600C




(CA. Vikram Gupte)
Partner
M. No. 074814

Place of Signature: Indore
Date: 11.08.2017

CEE- CEE ENGINEERING INDUSTRIES (P). LTD.
(CIN:U27101MP1986PTC003392)
Provisional Balance Sheet as at 30th June, 2017

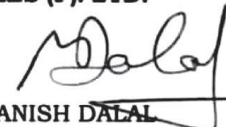
(Amount in Rs.)

Particulars	Note No	As at 30th June-2017
I. EQUITY AND LIABILITIES		
(1) Shareholder's Funds		
(a) Share Capital		600,000
(b) Reserves and Surplus		27,011,325
		27,611,325
(2) Non-Current Liabilities		
(a) Deferred Tax Liabilities (Net)		308,061
		308,061
(3) Current Liabilities		
(a) Short-Term Borrowings		4,424,634
(b) Trade Payable		276,420
(c) Other Current Liabilities		55,228
		4,756,282
Total		32,675,667
II.Assets		
(1) Non-Current Assets		
(a) <i>Fixed Assets</i>		
Tangible Assets		31,193,863
(b) Long Term Loans & Advances		304,659
		31,498,522
(2) Current Assets		
(a) Inventories		165,043
(b) Trade & Other Receivable		431,891
(c) Cash and Bank balance		30,056
(d) Short-Term Loans and Advances		550,153
		1,177,144
Total		32,675,666

FOR CEE-CEE ENGINEERING INDUSTRIES (P). LTD.



HITESH TOPIWALA
DIRECTOR
DIN: 06477811



MANISH DALAL
DIRECTOR
DIN: 03625325

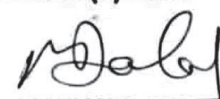
CEE- CEE ENGINEERING INDUSTRIES (P). LTD.
(CIN:U27101MP1986PTC003392)

Provisional Statement of Profit and Loss for the year ended 30th June, 2017

		(Amount in Rs.)
	Particulars	Note No
		Quarter Ended 30th June- 2017
I	Revenue from Operations	625,656
	Less: Excise Duty	-
	Revenue from Operations (Net)	625,656
II	Other Income	-
III	Total Revenue (I +II)	625,656
IV	Expenses:	
	Cost of Materials Consumed	96,733
	Employee Benefit Expenses	99,403
	Finance Costs	145,511
	Depreciation and Amortization Expense (Including Prior Period Expenses Rs. 946,936/-)	55,089
	Other Expenses	272,780
	Total Expenses	669,516
V	Profit before exceptional and extraordinary items and tax (III-IV)	(43,860)
VI	Exceptional Items & Extra ordinary Items	-
VII	Profit before tax (V-VI)	(43,860)
VIII	Less- Tax Expense:	
	(1) Current Tax(including short provision for earlier years Rs. 1,750/-)	-
	(2) Deferred Tax	-
IX	Profit/(Loss) for the period from continuing operations(VI-VIII)	(43,860)
X	Profit/(Loss) for the the period(X+XI)	(43,860)
XI	Earning per equity share:	
	(1) Basic	(7.31)
	(2) Diluted	(7.31)

FOR CEE-CEE ENGINEERING INDUSTRIES (P). LTD.


HITESH TOPIWALA
 DIRECTOR
 DIN: 06477811


MANISH DALAL
 DIRECTOR
 DIN: 03625325

RAJRATAN GLOBAL WIRE LIMITED

Reg. office: Rajratan House' 11/2 MeeraPath,Dhenu Market, Indore-452003. MP

Tel. No.:0731- 2546401 Fax: 0731-2542534

CIN: L27106MP1988PLC004778

E-mail: investor.cell@rajratan.co.in

Website: www.rajratan.co.in

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, BENCH AT AHMEDABAD CA(CAA) NO. 98/NCLT/AHM/ 2017

In the matter of the Companies Act, 2013;

And

In the matter of Rajratan Global Wire Limited

And

In the matter of the Sections 230-232 read with other relevant provisions of the Companies Act, 2013 for Scheme of Amalgamation of CeeCee Engineering Industries Private Limited with Rajratan Global Wire Limited and their respective shareholders and creditors;

Rajratan Global Wire Limited,

a Company incorporated under the provisions of the companies Act,1956 and having its registered office at "Rajratan House" 11/2, Meera Path, Dhenu Market, Indore-452003 M.P.

....Transferee/Applicant Company

EQUITY SHAREHOLDERS PROXY FORM

[Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies (Management and Administration) Rules, 2014]

Name of the member(s)	
Registered address	
No. of Shares held	
Folio No./DP ID & Client ID*	
Joint Holder(s)	
E-mail ID	

*Applicable in case shares are held in electronic form.

I/We, being member(s) of _____ equity shares of Rajratan Global Wire Limited, hereby appoint.

1. Name : _____ Email ID : _____
Address : _____
Signature : _____ or falling him/her;
2. Name : _____ Email ID : _____
Address : _____
Signature : _____ or falling him/her;
3. Name : _____ Email ID : _____
Address : _____
Signature : _____ or falling him/her;

as may/our proxy to attend and vote (on the poll)for me/ us and on my/ our behalf at the National Company Law Tribunal convened Meeting of the Equity Shareholders of the Applicant Company to be held on Monday, the 20th day of November, 2017 at 02:00 P.M. IST at ‘Rajratan House’, 11/2 Meera Path, Dhenu Market, Indore- 452003 Madhya Pradesh for the purpose of considering and if thought fit, approving, with or without modification(s), the Scheme of Amalgamation between CeeCee Engineering Industries Private Limited and Rajratan Global Wire Limited and their respective members and creditors at such Meeting and any adjournment or adjournments thereof and to vote, for me/us and in my/our name(s) _____ (here, if for, insert ‘FOR’ , or if against, insert ‘AGAINST’) the said Scheme of Amalgamation as my/our proxy.

Affix
Revenue
Stamp of
Re. 1/-

Signed this _____ day of _____ 2017

(Signature across the stamp)

Signature of Shareholder(s)

Signature of Proxy Holder(s)

Notes:

- 1) The form of proxy must be deposited at the registered office of Rajratan Global Wire Limited at ‘Rajratan House’, 11/2 Meera Path, Dhenu Market, Indore- 452003 Madhya Pradesh not later than 48 (Forty Eight) hours before the scheduled time of the commencement of said Meeting.
- 2) If you are a body corporate, as the Shareholder, a copy of the resolution of the Board of Director or the Governing Body authorising such a person to act as its representative /proxy at the Meeting and certified to be a true copy by a director, the manager, the secretary or any other authorised officer of such Body Corporate should be lodged with the Applicant Company at its registered office not later than 48 (Forty Eight) hours before the Meeting.
- 3) A person can act as a proxy on behalf of Members not exceeding 50 (fifty) and holding in aggregate not more than 10% of the total share capital of the Company carrying voting rights. A Member holding more than 10% of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as a proxy for any other person or Member.
- 4) All alterations made in the form of proxy should be initialled.
- 5) Please affix appropriate revenue stamps before putting signatures.
- 6) In case of multiple proxies, the proxy later in time shall be accepted.
- 7) Proxy need not be shareholder of Rajratan Global Wire Limited.
- 8) No person shall be appointed as Proxy who is a minor.
- 9) The proxy of a shareholder, blind or incapable of writing, would be accepted if such shareholder has attached his signature or mark thereto in the presence of a witness who shall add to his signature his description and address: provided that all insertions in the proxy are in the handwriting of the witness and such witness shall have certified at the foot of the proxy that all such insertions have been made by him at the request and in the presence of the shareholder before he attached his signature or mark.
- 10) The proxy of a shareholder who does not know English would be accepted if it is executed in the manner prescribed in point no. 9 above and the witness certifies that it was explained to the shareholder in the language known to him, and gives the shareholder’s name in English below the signature.

RAJRATAN GLOBAL WIRE LIMITED

Reg. office: Rajratan House' 11/2 MeeraPath,Dhenu Market, Indore-452003. MP

Tel. No.:0731- 2546401 Fax: 0731-2542534

CIN: L27106MP1988PLC004778

E-mail: investor.cell@rajratan.co.in

Website: www.rajratan.co.in

**EQUITY SHAREHOLDERS
ATTENDANCE SLIP**

**PLEASE COMPLETE THIS ATTENDANCE SLIP AND HAND OVER AT THE ENTRANCE OF
THE MEETING HALL**

**MEETING OF THE EQUITY SHAREHOLDERS ON MONDAY, THE 20TH DAY OF NOVEMBER,
2017 AT 02:00 P.M.**

I/We hereby record my/ our presence at the Meeting of the Equity Shareholder(s) of Rajratan Global Wire Limited convened pursuant to order of Hon'ble National Company Law Tribunal on Monday 20th November, 2017 at 02:00 P.M. IST.

Name and address of Equity Shareholder (IN BLOCK LETTERS)	
Signature	
Reg.Folio No.	
Client ID	
D. P. ID	
Name of the Proxy* (IN BLOCK LETTERS)	
Signature	

*(To be filled in by the Proxy in case he/she attends instead of the shareholder)

Notes:

1. Equity Shareholders attending the meeting in person or by proxy or through authorised representative are requested to complete and bring the Attendance slip with them and hand it over at the entrance of the meeting hall.
2. Equity Shareholders who come to attend the meeting are requested to bring their copy of the Scheme and notice with them.
3. Equity Shareholders who hold shares in dematerialized form are requested to bring their client ID and DP ID for easy identification of attendance at the meeting.
4. Equity Shareholders are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the Register of Members of Grasim Industries Limited in respect of such joint holding will be entitled to vote.

ROUTE MAP TO THE VENUE OF THE MEETING

