

SCHEME OF AMALGAMATION

UNDER SECTION 230 TO SECTION 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 READ WITH APPLICABLE RULES MADE THEREUNDER

BETWEEN

**BLOW HOT KITCHEN APPLIANCES PRIVATE LIMITED
("TRANSFEROR COMPANY")**

AND

**GORANI INDUSTRIES LIMITED
("TRANSFeree COMPANY")**

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

1. PREAMBLE

This Scheme of Amalgamation is presented under Section 230 to Section 232 and other applicable provisions of the Companies Act, 2013 and the rules made thereunder including any statutory modifications or re-enactments thereof, if any for the amalgamation/merger of Blow Hot Kitchen Appliances Private Limited ("**Transferor Company**") with Gorani Industries Limited ("**Transferee Company**") and other ancillary and incidental matters thereto. This Scheme is in compliance with Section 2(1B) of the Income-tax Act, 1961, the SEBI Merger Circulars (*as defined hereinafter*) and Applicable Law (*as defined hereinafter*).

2. BACKGROUND OF COMPANIES

2.1 Blow Hot Kitchen Appliances Private Limited ("Transferor Company")

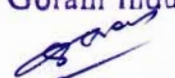
2.1.1 The Transferor Company was incorporated on 02nd March, 1963 under the provisions of the Companies Act, 1956 as a Private Limited Company in the State of Madhya Pradesh under the name and style of "Supersteel Manufacturing Company Private Limited". Subsequently, the name of the Transferor Company was changed to its present name of "Blow Hot Kitchen Appliances Private Limited" by a Special Resolution passed by the members of the Transferor Company in the EGM held on 12th February, 2007. The CIN of the Transferor Company is U02710MP1963PTC000955.

For Blowhot Kitchen Appliances (P) Ltd.



Director

For Gorani Industries Ltd.



Director,

2.1.2 The Registered Office of the Transferor Company is situated at B/15, Industrial Estate Pologround, Indore, (M.P.)-452015.

2.1.3 The Transferor Company is engaged in the business of Sale and trading of Chimney, gas stove, Hobs, OTG, Electric Geyser, Gas Geyser, Range Hood, Gas Stove, Gas Water Heater, Electric Water Heater, Food Guard, & Components etc and Manufacturing of induction cooker and infrared cooker. The objects clause of the Memorandum of Association of Transferor Company authorizes the Transferor Company to carry on its activities.

2.2 Gorani Industries Limited ("Transferee Company")

2.2.1 The Transferee Company is a Listed Public Company bearing CIN: L28121MP1995PLC009170 and was incorporated on 14th March, 1995 under the provisions of the Companies Act, 1956.

2.2.2 The Registered Office of the Transferee Company is situated at 32-33, Sector-F, Sanwer Road, Indore, (M.P.)-452015.


2.2.3 The Transferee Company is engaged in the business of production and sales of kitchen and home appliances since 1996. Its main products are LPG stoves, steel frames, gas geyser, rangehood chimney etc. The objects clause of the Memorandum of Association of Transferee Company authorizes the Transferee Company to carry on its activities.

2.2.4 The Shares of the Transferee Company are listed on BSE Limited.

3. RATIONALE OF THE SCHEME

3.1 The Transferor Company is engaged in the business of Sale and trading of Chimney, gas stove, Hobs, OTG, Electric Geyser, Gas Geyser, Range Hood, Gas Stove, Gas Water Heater, Electric Water Heater, Food Guard, & Components etc and Manufacturing of induction cooker and infrared cooker. The Transferee Company is engaged in the business of production and sales of kitchen and home appliances since 1996. Its main products are LPG stoves, steel frames, gas geyser, rangehood chimney etc.

3.2 The Transferor and Transferee Company are engaged in the similar line of business.

For Blowhot Kitchen Appliances (P) Ltd.

Director

For Gorani Industries Ltd.

Director

- 3.3 The Parties believe that the financial, managerial and technical resources, personnel, capabilities, skills, expertise and technologies of each of the Parties pooled in the merged entity, will lead to increased optimal utilisation of resources, cost reduction and efficiencies, productivity gains and logistic advantages, thereby significantly contributing to future growth and maximising shareholder value.
- 3.4 The proposed amalgamation would be in the best interest of the Parties and their respective shareholders, employees, creditors and other stakeholders as the proposed amalgamation will yield advantages as set out *inter alia* below:
- i. consolidation for the long-term sustainability of the business;
 - ii. create value for stakeholders including respective shareholders, customers, lenders and employees as the combined business would benefit from increased scale, innovations in technology and expanded reach with increased growth opportunities, higher cross selling opportunities to a larger base of customers, improvement in productivity and operational efficiencies, amongst others;
 - iii. better administration and cost optimization (including optimization in administrative and other common costs by bulk negotiations);
 - iv. pooling of resources, achieving economies of scale and creating better synergies;
 - v. provide material realisable cost and revenue synergies for the benefit of the Parties;
 - vi. The merger will result in achieving greater integration and greater financial strength and flexibility and to maximize overall shareholders' value;
 - vii. The merger will result in achieving cost savings from more focused operational efforts, rationalization, standardization and simplification of business processes and productivity improvements;
 - viii. The merger will result in greater efficiency in cash management of the amalgamated entity, and unfettered access to cash flow generated by the combined businesses which can be deployed more efficiently to fund growth opportunities, to maximize shareholders value;
 - ix. The merger will help in consolidating and improving the internal control systems and procedures which will bring greater management and operational efficiency due to integration of various similar functions being carried out by the entities such as human resources, finance, legal, management etc;
 - x. The merger will result in a significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by both the Transferor Company and the Transferee Company;

For Blowhot Kitchen Appliances (P) Ltd.


Director

For Gorani Industries Ltd.


Director

- x. The merger will also enable unified accounting and auditing resulting in reduction of costs and time and efforts involved;
 - xii. Greater ability of the Transferee company to raise financial resources, either as equity or debt, based on combined financials;
- 3.5 Thus with the intent to achieve aforesaid objectives and further in order to consolidate, streamline and effectively merge the Transferor Company and Transferee Company in a single entity it is intended that the Transferor Company be merged/amalgamated with the Transferee Company.
- 3.6 In view of the aforesaid objectives, the Board of Directors of the Transferor Company and Transferee Company have considered and proposed the amalgamation for transfer and vesting of the undertaking of the Transferor Company and business of the Transferor Company with and into the Transferee Company and other ancillary and incidental matters stated herein, with an opinion that the amalgamation and other provisions of the scheme would benefit the shareholders, employees and other stakeholders of the Transferor Company and the Transferee company.
- 3.7 The Scheme has been approved and recommended by the Audit committee and Independent Directors of Transferee Company and the respective Board of Directors of the Transferor Company and the Transferee Company.
- 3.8 Upon the amalgamation of the Transferor Company into the Transferee Company pursuant to the Scheme becoming effective on the Effective Date (as defined hereinafter), the Transferee Company will issue New Equity Shares and NCRPS (as defined hereinafter) to the shareholders of the Transferor Company on the Record Date (as defined hereinafter), in accordance with the Share Exchange Ratio (as defined hereinafter) approved by the Board of Directors of each of the Parties and pursuant to Sections 230 to 232, and other relevant provisions of the Act (as defined hereinafter) in the manner provided for in this Scheme and in compliance with the provisions of the Income-tax Act, 1961.
- 3.9 The amalgamation of the Transferor Company with the Transferee Company will combine the business, activities and operations of the Transferor Company and the Transferee Company into a single Company with effect from the Appointed Date and shall be in accordance with Section 2(1B) of the Income-tax Act, 1961.

4. PARTS OF THE SCHEME

This scheme is divided into the following parts:

For Blowhot Kitchen Appliances (P) Ltd.

Director

For Gorani Industries Ltd.

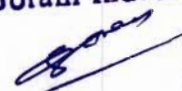
Director

Part I	Deals with Definitions and Interpretations
Part II	Deals with capital structure of the Parties
Part III	Deals with specific provisions governing the merger and amalgamation of the Transferor Company into and with the Transferee Company; and
Part IV	Deals with certain general terms and conditions and other matters consequential to and integrally connected with the scheme.

For Blowhot Kitchen Appliances (P) Ltd.


Director

For Gorani Industries Ltd.



Director.

PART I - DEFINITIONS, INTERPRETATIONS AND SHARE CAPITAL

5. DEFINITIONS

In this Scheme, unless inconsistent / repugnant with the subject, context or meaning thereof, the following initially and/ or fully capitalized words or expressions shall have the meaning as set out herein below:

- 5.1 “**Act**” means the Companies Act, 2013 read with rules made thereunder including any applicable rules and regulations made thereunder, and includes any statutory re-enactments, modifications and / or amendments thereof from time to time and to the extent in force;
- 5.2 “**Applicable Laws**” means all applicable: (a) statutes, enactments, acts of legislature or parliament, laws, ordinances, code, directives, rules, regulations, bye-laws, listing agreements, notifications, guidelines or policies of any applicable jurisdiction; and (b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or approvals required from Securities and Exchange Board of India, Governmental Authorities of, or agreements with, any Governmental Authority or a recognised stock exchange;
- 5.3 “**Appointed Date**” means the date from which the provisions of this Scheme shall become operational i.e. opening of business hours on 01st April, 2022 or such other date as may be assented to and approved by the Board of Directors of the Companies and approved by the Tribunal;
- 5.4 “**Appropriate Authority**” means and includes any governmental, statutory, departmental or public body or authority, including Registrar of Companies, Securities and Exchange Board of India, Stock Exchange and the Tribunal;
- 5.5 “**Board of Directors**” in relation to the Transferor Company and the Transferee Company, as the case may be, means its respective board of directors, and unless it be repugnant to the context or otherwise, shall be deemed to include every committee (including a committee of directors) or any person authorized by the board of directors or such committee of directors duly constituted and authorized, inter alia, for the purposes of the amalgamation, the Scheme and/ or any other matter relating thereto;
- 5.6 “**BSE**” means BSE Limited.
- 5.7 “**Business and Undertaking**” shall mean whole of the undertaking and entire business of the Transferor Company as a going concern on the Appointed Date and consisting inter alia of the units and shall include, but not limited to, the following:

<p>For Blowhot Kitchen Appliances (P) Ltd.</p>  <p>Director</p>	<p>For Gorani Industries Ltd.</p>  <p>Director</p>
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- a. all rights, membership, license, titles, interests, covenants, undertakings and liabilities including rights, titles and interests continuing in connection with the immovable properties whether freehold, leasehold or otherwise;
- b. all property, real or personal, in possession or reversion. corporeal or incorporeal, tangible or intangible, present or contingent, including all movable assets, Brand, Trade Mark, Designs, Intellectual Property Rights, fixed assets, plant and machinery, office equipment, computers, computer software products, data processing and communication equipment and facilities, lines and links, switches and routers, servers, telephones, telexes, facsimile connections, equipment, apparatus, installations, utilities, generators and air conditioners, electricity, water and other service connections, furniture and fixtures, all resources, utilities and facilities, vehicles, whether owned, leased or otherwise;
- c. all the current assets, loans and advances including inter alia receivables, cash and bank balances, deposits including accrued interest, other current assets, actionable claims and debts appertaining to the moveable assets;
- d. all earnest monies and/or security deposits, payment against warrants or other entitlements in connection with or relating to the Transferor Company, including deposits and rent advance paid to lessors or licensors of office premises;
- e. all investments in government securities, shares, debentures and other securities, application money for subscription of shares, debentures, and other securities, made or held by the Transferor Company, as well as all benefits accrued thereon;
- f. all permits, quotas, rights, entitlements, allotments, approvals, consents, concessions, benefits arising out of exports of goods and services, exemptions, liberties, advantages, no-objection certificates, certifications, registrations, easements, goodwill, licenses, tenancies, offices and depots, Intellectual Property Rights including trade name and trademarks, service marks, patents, copyrights, moral rights, domain names, applications for copyrights, patents, privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, hire purchase arrangements, powers and facilities of every kind and description whatsoever appertaining to the Transferor Company;
- g. right to claim tax holidays, if applicable, under the provisions of the Income Tax Act;
- h. Right to any claim, whether preferred or not, made by Transferor Company, in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any relevant law, act or rule;

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Director

- i. all the secured and unsecured loans, debts, current liabilities and provisions, and other liabilities, duties and obligations, whether present or future and whether recorded or unrecorded, of the Transferor Company, as at the Appointed Date (hereinafter collectively referred to as the "Liabilities")
- j. all contracts, agreements, licenses, leases, memoranda of undertakings, memoranda of agreements, memoranda of agreed points, letters of agreed points, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchase orders or other instruments of whatsoever nature to which Transferor Company is a party, relating to their respective business, activities and operations;
- k. all such permanent/temporary employees of Transferor Company, employees/personnel engaged on contract basis and contract labourers and secondees/interns/trainees, at its respective offices, branches or otherwise, and any other employees/personnel and contract labourers and interns/trainees hired by Transferor Company after the date hereof, relating to their respective business, activities and operations;
- l. all books, record files, papers, computer programs along with engineering and process information, manuals, data, catalogues, quotations, websites, list of present and former customers, customer credit information, and other records whether in physical form or electronic form in connection with or relating to the respective business, activities and operations of the Transferor Company; and
- m. all unabsorbed tax losses, unabsorbed tax depreciation, advance taxes, tax deducted at source, tax collected at source, Minimum Alternate tax credit, Service tax input credit balances, all state value added tax input credit balances and input tax under Goods & Services legislation.

5.8 "**Effective Date**" shall mean the last of the dates on which the conditions set out in Clause 27 of the Scheme are satisfied or waived in accordance with this Scheme. Any reference in this Scheme to the words "upon the Scheme becoming effective" or "date of coming into effect of the Scheme" or "Scheme coming into effect" shall mean the Effective Date;

5.9 "**Encumbrance**" means (a) any encumbrance including, without limitation, any claim, mortgage, negative lien, pledge, equitable interest, charge (whether fixed or floating), hypothecation, lien, deposit by way of security, security interest, trust, guarantee, commitment, assignment by way of security, or other encumbrances or security interest of any kind securing or conferring any priority of payment in respect of any obligation of any person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any law, contract or otherwise, including any option or right of pre-emption, public right, common right, easement rights, any attachment, restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off and/or any other interest held by a third party; (b) any

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For Gorani Industries Ltd.

Director,

voting agreement, conditional sale contracts, interest, option, right of first offer or transfer restriction; (c) any adverse claim as to title, possession or use; and/ or (d) any agreement, conditional or otherwise, to create any of the foregoing, and the term 'encumberer' shall be construed accordingly.

- 5.10 **"Government Authority"** means any applicable Central or State Government or local body, Legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;
- 5.11 **"Income Tax Act"** means the Income tax Act, 1961, and shall include any statutory modifications, re-enactment or amendment thereof and to the extent in force;
- 5.12 **"Intellectual Property Rights"** means (a) Trademark, copyright, patents, brands, manufacturing process, database rights and rights in trade-marks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and rights to apply for registration, of any of the foregoing rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
- 5.13 **"Listing Regulations"** means Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and shall include any statutory modifications, re-enactment or amendment thereof and to the extent in force;
- 5.14 **"NCLT"** means the National Company Law Tribunal, Indore Bench, to which this Scheme in its present form to be submitted for its sanctioning under sections 230 to 232 of the Act;
- 5.15 **"New Equity Shares"** has the meaning given to it in Clause 16.1 of Part III;
- 5.16 **"Official Liquidator"** or **"OL"** means the Official Liquidator having jurisdiction over the Transferor Company and the Transferee Company;
- 5.17 **"NCRPS"** shall mean Non- Convertible Redeemable Preference Shares and shall have the same terms as defined in Clause 16 of Part III and Schedule I of the Scheme;
- 5.18 **"Parties"** means the Transferor Company and the Transferee Company, collectively;
- 5.19 **"Promoter(s)"** has the meaning given to it under Regulation 2(1)(oo) of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018;
- 5.20 **"Promoter Group"** has the meaning given to it under Regulation 2(1)(pp) of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018

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 Director

For Gorani Industries Ltd.

 Director

- 5.21 "**Record Date**" means the date to be fixed by the Board of Directors of the Transferor Company after mutual agreement on the same between the Transferee Company and the Transferor Company, for the purpose of determining the shareholders of the Transferor Company to whom the New Equity Shares will be allotted pursuant to this Scheme;
- 5.22 "**Registrar of Companies**" means the Registrar of Companies, at Gwalior at Madhya Pradesh;
- 5.23 "**Rules**" means the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and shall include any statutory modifications, re-enactment or amendment thereof and to the extent in force;
- 5.24 "**Scheme**" or "**the Scheme**" or "**this Scheme**" means this Scheme of Amalgamation in its present form (along with any annexures, schedules, etc., annexed/attached hereto), with such modifications and amendments as may be made from time to time, and with appropriate approvals and sanctions of the NCLT and other relevant regulatory authorities, as may be required under the Act, as applicable, and under all other applicable laws;
- 5.25 "**SEBI**" means the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992;
- 5.26 "**SEBI Merger Circulars**" means the master circular in relation to scheme of arrangement issued by SEBI having No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 covering all circulars issued by SEBI in relation to scheme of arrangement including any amendments and modifications thereof, and any other circular issued pursuant to Regulations 11, 37 and 94 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR") from time to time;
- 5.27 "**Shareholders**" with respect to each of the Transferor Company and the Transferee Company, means respectively, the persons registered from time to time, as the holders of the equity shares of the company concerned;
- 5.28 "**Stock Exchanges**" means BSE Limited;
- 5.29 "**Transferee Company**" means **GORANI INDUSTRIES LIMITED** bearing CIN:L28121MP1995PLC009170 incorporated on 14th March, 1995 under the Companies Act, 1956 and having its Registered Office at 32-33, Sector-F, Sanwer Road, Indore,(M.P.)-452015 and listed on BSE Limited;
- 5.30 "**Transferor Company**" means **BLOW HOT KITCHEN APPLIANCES PRIVATE LIMITED**, bearing CIN: U02710MPI963PTC000955, incorporated on 02nd March, 1963 under the Companies Act, 1956 and having its Registered Office at B/15, Industrial Estate, Pologround, Indore (M.P.)-452015.

For Blowhot Kitchen Appliances (P) Ltd.

Director

For Gorani Industries Ltd.

Director

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as prescribed to them under the Act and other Applicable Laws, as the case may be or any statutory modification or re-enactment thereof from time to time to the extent in force.

6. INTERPRETATIONS

- 6.1 Terms and expressions which are used in this Scheme but not defined herein shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning given to them under the Act, the Companies Act, 2013, the Income-tax Act, 1961, the Securities Contracts (Regulation) Act, 1956, Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the Depositories Act, 1996 and other Applicable Laws, Rules, regulations, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time. In particular, wherever reference is made to the Competent Authority in this Scheme, the reference would include, if appropriate, reference to the Competent Authority or such other forum or authority, as may be vested with any of the powers of the Competent Authority under the Act and/or rules made thereunder;
- 6.2 References to statutory provisions shall be construed as references to the statutory provisions under Applicable Laws of India unless otherwise specified, and in any event to those provisions as respectively amended, superseded or re-enacted or as their application is modified by any other provisions (whether made before or after the date of this Scheme) from time to time, to the extent in force;
- 6.3 References to Clauses are to the Clauses of this Scheme and references to sub-clauses are to the sub-clauses of the Clause of this Scheme in which the reference appears;
- 6.4 The headings and sub-headings are for information only and shall not affect the construction or interpretation of this Scheme;
- 6.5 The singular shall include the plural and vice versa; and reference to one gender shall include all genders;
- 6.6 Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense or scope of the word(s) preceding those terms.

For Blowhot Kitchen Appliances (P) Ltd.

Director

For Gorani Industries Ltd.

Director

PART II - DEALS WITH CAPITAL STRUCTURE OF THE PARTIES

7. SHARE CAPITAL

7.1 SHARE CAPITAL OF THE TRANSFEREE COMPANY

The share capital of the Transferee Company as on 31.12.2022 is as follows:

Particulars	Amount (INR)
Authorized Capital:	
1,50,00,000 Equity Shares of face value of Rs. 10/- each	18,00,00,000/-
30,00,000 Preference Shares of face value of Rs. 10/- each	
Issued, Subscribed and Paid-Up Share Capital:	
53,62,600 Equity Shares of Face Value of Rs. 10/- each	5,36,26,000/-

Subsequent to the above date and till the date of filing of this Scheme as approved by the Board of Directors of Transferee Company, there is no change in authorized, issued, subscribed and paid-up equity capital of Transferee Company.

The equity shares of the Transferee Company are listed on the BSE.

7.2 SHARE CAPITAL OF THE TRANSFEROR COMPANY

The Share Capital of the Transferor Company as on 31.12.2022 is as follows:

Particulars	Amount (INR)
Authorized Capital:	
25,000 Equity Shares of face value of Rs. 100/- each	25,00,000/-
Issued, Subscribed and Paid Up Share Capital:	
25,000 Equity Shares of Face Value of Rs. 100/- each	25,00,000/-

Subsequent to the above date and till the date of filing of this Scheme as approved by the Board of Directors of Transferor Company, there is no change in authorized, issued, subscribed and paid-up equity capital of Transferor Company.

For Blowhot Kitchen Appliances (P) Ltd.

 Director

For Gorani Industries Ltd.

 Director.

PART III -AMALGAMATION OF THE TRANSFEROR COMPANY INTO AND WITH THE TRANSFeree COMPANY

8. TRANSFER AND VESTING

- 8.1 With effect from the Appointed Date and upon the Scheme becoming effective, the Transferor Company along with its entire Business and Undertaking shall subject to the provisions of section 230 to 232 of the Act and all other applicable provisions, if any, and pursuant to the sanctioning of the Scheme by the Tribunal, without any further act, instrument, deed, matter or thing, stand transferred to and vested into or be deemed to be transferred to and vested, as a going concern, into the Transferee Company, so as to vest in the Transferee Company all the rights, title, estate and interest pertaining to or belonging to or in possession of or granted in favour of the Transferor Company;

- 8.2 **Transfer of Assets:** Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, upon this Scheme becoming effective and with effect from the Appointed Date:
 - a. The entire Business and Undertaking of the Transferor Company shall stand transferred to and be vested in the Transferee Company without any further act or deed, together with all its properties, assets, rights, benefits and interest therein, subject to existing charges thereon, if any, in favour of banks and financial institutions and other secured lenders, as the case may be;

 - b. All the assets of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of transfer by physical delivery or by endorsement and delivery or transfer by vesting and recording pursuant to this Scheme, shall stand vested in the Transferee Company, with effect from the Appointed Date, and shall become the assets and an integral part of the Transferee Company;

 - c. All movable property of the Transferor Company, other than those specified in Paragraph 9.2.b above, including sundry debtors, cash in hand or in bank, outstanding loans and advances, actionable claims, guarantees, acceptances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Quasi-Government, local and other authorities and bodies, customers and other persons shall without any notice, intimation, act, instrument or deed become the property and integral part of the Transferee Company;

 - d. All immovable properties (including rights relating to immovable properties) of the Transferor Company, if any, whether freehold or leasehold, and all documents of title, rights and easements in relation thereto, shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Transferee Company, without any further act or deed done by the Transferor Company and the Transferee Company;

For Blowhot Kitchen Appliances (P) Ltd.



Director

For Gorani Industries Ltd.



- e. All investments including the investments made by Transferor Company in the capital of other companies whether as shares, scrips, stocks, bonds, debentures, debenture stocks, inter-corporate deposits, units, mutual funds or pass through certificates and including depository receipts and certificates and other accrued benefits thereto shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Transferee Company, without any further act or deed done by the Transferor Company and/or the Transferee Company;
- f. All the intellectual property rights of any nature whatsoever, including but not limited to intangible assets, including trademarks, designs, logos, service marks, copyrights, domain names, trade names and applications relating thereto, goodwill, knowhow and trade secrets, pertaining to the Transferor Company, whether or not registered and whether or not recorded in books of accounts of the Transferor Company, without any cost, further act, instrument or deed, shall be and shall stand transferred to and vested in the Transferee Company as a part of the transfer as a going concern, so as to become, as and from the Appointed Date, the intellectual property of the Transferee Company;
- g. The transfer as aforesaid shall be subject to charges / hypothecations / mortgages over the assets or any part thereof provided, however, that any reference in any security document or any arrangements to which the Transferor Company is a party, to the assets or properties of the Transferor Company offered as security for any financial assistance or obligations to the secured creditor/s of the Transferor Company or third parties, shall be construed only to be to the respective assets or properties pertaining to the Undertaking of the Transferor Company as are vested in the Transferee Company by virtue of this Clause to the end and intent that such security, mortgage and charge shall not extend or be deemed to extend to any assets or any other units or divisions of the Transferee Company unless specifically agreed to by the Transferee Company with such secured creditor/s and subject to consents and approvals of the existing secured creditors of the Transferee Company, if any. This Scheme shall not operate to enlarge / enhance any security created by the Transferor Company in favour of any lender or third party;

8.3 Transfer of Liabilities: Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, upon this Scheme becoming effective and with effect from the Appointed Date:

- a. all debts, liabilities, including all secured and unsecured debts, whether in Indian rupees or foreign currency), sundry creditors, contingent liabilities, duties, obligations of the Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (the "liabilities"), contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of account or disclosed in the balance sheets of the Transferor Company, shall, be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and the Transferee Company undertakes to meet, discharge and satisfy the same. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any

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Director

For Gorani Industries Ltd.


Director.

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contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause;

- b. Without prejudice to the generality of the provisions contained herein, all loans raised, and liabilities incurred by the Transferor Company after the Appointed Date but before the Effective Date for their operations, shall be deemed to be that of the Transferee Company;
- c. Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged or satisfied by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company;
- d. The transfer and vesting of the entire Business and Undertaking of the Transferor Company, as aforesaid, shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of the Transferor Company, as the case may be;

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

- e. The Transferor Company may, if required, give notice in such form as it may deem fit and proper to each party, debtor or borrower, as the case may be, that pursuant to the Scheme becoming effective, the said debt, loan, advance, etc. be paid or made good or held on account of the Transferee Company as the person entitled thereto;
- f. The Transferee Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor or borrower that pursuant to the Scheme becoming effective, the said person, debtor or borrower shall pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realise the same is in substitution of the right of the Transferor Company;
- g. All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company which secure or relate to the Liabilities shall, after the Effective Date, without any further act, deed or instrument, 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, if any, referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances, if any, shall

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not relate or attach to any of the other assets of the Transferor or 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:

- h. Without prejudice to the provisions of the foregoing Clauses and upon the effectiveness of this Scheme, the Transferor Company and the Transferee Company shall execute such instruments or documents or do all such acts and deeds as may be required, including the filing of necessary particulars and / or modification(s) of charge, with the Registrar of Companies having jurisdiction to give formal effect to the above provisions, if required;
- i. Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded after the Appointed Date till the Effective Date. to the end and intent that all such acts, deeds and things made, done and executed by the Transferor Company are made, done and executed by or on behalf of the Transferee Company, unless the Board of Directors of the Transferee Company specifically objects, rebuts or negates any such acts, deeds or things for a reasonable and justifiable cause;
- j. On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realise all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes 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 have been formally given effect to under such contracts and transactions;
- k. For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that with effect from the Effective Date until such times the name of the bank accounts of the Transferor Company would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of the Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of 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;
- l. For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that if any assets (including estates, claims, rights, entitlements, title, interest in or authorities relating to such assets) or any contract, deeds, bonds, agreements, permissions, authorisations, schemes, arrangements or other instruments of whatsoever nature which belongs to the Transferor Company or to which any of the Transferor Company is a party and which cannot be transferred to the Transferee Company for any reason whatsoever, the Transferee Company shall hold such assets or be entitled to all

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the rights, powers or interests in such instruments in trust in the name of the Transferor Company for its benefit in terms of this Scheme, in so far as it is permissible so to do, till such time the formal transfer is effected;

- m. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme;
- n. It is expressly provided that no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication;
- o. The provisions of this Clause 8.3 shall operate in accordance with the terms of the Scheme, 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 shall be deemed to stand modified and/or superseded by the foregoing provisions;

9. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 9.1 Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto or there under;
- 9.2 All the leases, tenancies, leave and license agreements, lease agreements or other like agreements entered into by the Transferor Company for taking on lease or rent or license basis, office premises or residential premises and all agreements entered into in relation thereto or in connection therewith, shall stand transferred to and vested in the Transferee Company, as if the Transferee Company is a party thereto, and the Transferee Company shall be entitled to exercise all rights and privileges and shall be liable to perform all obligations thereunder;
- 9.3 All permits, quotas, rights, entitlements, licenses including those relating to tenancies, privileges, powers, facilities of every kind and description of whatsoever nature, leave and licence agreements, commission agreements, retail agreements, lease agreements, franchisee agreements, Management Agreement in relation to the Business and Undertaking 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 will be and remain in full force and effect in favour of or against Transferee Company as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto;

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- 9.4 All statutory licenses, permissions or approvals or consents held by the Transferor Company required to carry on its operations shall stand transferred to and be vested in the Transferee Company without any further act or deed, and shall, as may be required, be appropriately mutated by the statutory authorities concerned therewith in favor of the Transferee Company. The benefit of all statutory and regulatory permissions, approvals and consents of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme;
- 9.5 The Transferee Company, at any time after the Scheme becoming effective, in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which the Transferor Company is a party, in order to give formal effect to the provisions of the 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 behalf of the Transferor Company;
- 9.6 All letters of intent, requests for proposal, pre-qualifications, bid acceptances, tenders, and other instruments of whatsoever nature to which the Transferor Company is a party to or to the benefit of which the Transferor Company may be eligible, shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto;
- 9.7 Benefits of any and all corporate approvals as may have already been taken by the Transferor Company, whether being in the nature of compliances or otherwise, including without limitation approvals under Sections 42, 62(1)(a), 180, 185, 186, 188 etc., of the Act read with the rules and regulations made thereunder, shall stand transferred to the Transferee Company and the said corporate approvals and compliances shall be deemed to have been taken/complied with by the Transferee Company; it being clarified that if any such resolutions have any monetary limits approved subject to the provisions of the Act and of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company;
- 9.8 The approval of this Scheme by Board of Directors and members of the Audit Committee of the Transferee Company and shareholders of the Transferee Company under Sections 230 to 232 of the Act, shall be deemed to have been an approval under Section 188 or any other applicable provisions under the Act and rules made thereunder or any other law, rules or regulations made thereunder time being in force as may be required in regard with the contracts and/or arrangement entered/required to be entered by the Transferor/Transferee Company as a reason of merger, and no further resolution(s) would be required to be separately passed in this regard.

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Director

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Director,

10. LEGAL PROCEEDINGS:

- 10.1 If any suit, appeal or other legal proceedings of whatsoever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the merger of the Transferor Company with the Transferee Company and by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made;
- 10.2 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 10.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company to the exclusion of the Transferor Company;

11. STAFF, WORKMEN & EMPLOYEES

- 11.1 Upon the coming into effect of this Scheme, all employees of the Transferor Company shall, become the employees of the Transferee Company, on terms and conditions not less favorable 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 all retirement benefits, the past services of such employees with the Transferor Company shall be taken into account from the date of their appointment with the Transferor Company and such benefits to which the employees are entitled in the Transferor Company shall also be taken into account and paid (as and when payable) by the Transferee Company;
- 11.2 In so far as the provident fund, gratuity fund, superannuation fund, retirement fund and any other funds or benefits created by the Transferor Company for its employees or to which the Transferor Company is contributing for the benefit of its employees (collectively referred to as the "Funds") are concerned, the Funds or such part thereof as relates to the employees (including the aggregate of all the contributions made to such Funds for the benefit of the employees, accretions thereto and the investments made by the Funds in relation to the employees) shall be transferred to the Transferee Company and shall be held for the benefit of the concerned employees. In the event the Transferee Company has its own funds in respect of any of the employee benefits referred to above, the Funds shall, subject to the necessary approvals and permissions, and at the discretion of the Transferee Company, be merged with the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above or if deemed appropriate by the Transferee Company, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company creates its own funds, at

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which time the Funds and the investments and contributions pertaining to the employees shall be merged with the funds created by the Transferee Company:

11.3 In relation to those Employees for whom the Transferor Company is making contributions to the government provident fund or other employee benefit 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 as the case may be in relation to such schemes! Funds shall become those of the Transferee Company:

11.4 The Transferee Company agrees that for the purpose of payment, if any, of any retrenchment compensation, gratuity and other terminal benefits, the past services of the employees with the Transferor Company, if any, as the case may be, shall also be taken into account and agrees and undertakes to pay the same as and when payable;

12. BOARD OF DIRECTORS OF THE TRANSFEROR COMPANY

12.1 The Board of Directors (or any committee/ sub-committee thereof) of the Transferor Company, upon this Scheme becoming effective, shall without any further act, instrument and deed stand dissolved. All directors of the Transferor Company shall cease to be directors of the Transferor Company on coming into effect of this Scheme. However, if any such director is a director of the Transferee Company, he will continue to hold his office in the amalgamated Transferee Company.

13. TAXES

13.1 Any tax liabilities under the Income Tax Act, goods and service tax laws, excise duty laws, service tax laws, applicable state value added tax laws or other applicable laws/ regulations dealing with taxes/duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall stand transferred to the Transferee Company. Any refund under the tax laws due to the Transferor Company consequent to the assessments made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company;

13.2 All taxes under the tax laws paid or payable by the Transferor Company in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including without limitation income tax, good and service tax, excise duty, service tax, applicable state 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 business on and from the Appointed Date, the same shall be deemed to be the

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Director

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Director,

corresponding item paid by the Transferee Company. and. shall, in all proceedings, be dealt with accordingly;

- 13.3 Without prejudice to the generality of the above, all benefits including under the Income Tax Act, goods and service tax laws, excise duty laws, service tax laws, applicable state value added tax laws etc., to which the Transferor Company is entitled to in terms of the applicable tax laws of the union and state Governments, shall be available to and vest in the Transferee Company;
- 13.4 The Transferee Company shall be entitled to file / revise its income-tax returns, TDS returns, TDS certificates and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credits of all taxes paid / withheld, if any, as may be required, consequent to implementation of this Scheme;

14. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme as set out herein in its present form, or with any modification(s) or amendment(s) approved, imposed or directed by the NCLT or any other Appropriate Authority and acceptable to the Board of Directors of the Transferee Company, shall be effective from the Appointed Date, as defined in Section 232(6) of the Act, but shall be operative from the Effective Date.

15. CONDUCT OF BUSINESS BY THE TRANSFEROR COMPANY

- 15.1 The Transferor Company and the Transferee Company have agreed that during the period between the approval of the Scheme by the respective Boards of the Transferor Company and the Transferee Company and up to the Effective Date, the business of the Transferor Company and the Transferee Company shall be carried out independently with reasonable diligence and business prudence in the ordinary course consistent with past practice, in good faith and in accordance with Applicable Law;
- 15.2 Except by mutual consent of the Board of Directors of the Transferor Company and the Transferee Company, or except as specifically contemplated in this Scheme, pending sanction of this Scheme, the Transferor Company and/or the Transferee Company shall not make any change in their capital structures either by way of any increase (by issue of equity shares other than allotment of shares pursuant to exercise of stock options under their respective stock option schemes, bonus shares, sub-division or consolidation, or otherwise), decrease, reduction, reclassification, reorganisation or in any other manner, which would have the effect of reorganisation of capital of such company(ies) or otherwise acquire or dispose off any material assets, properties or investments;
- 15.3 With effect from the Appointed Date and until the Effective Date:
 - a. The Transferor Company shall carry on and shall be deemed to have carried on all their businesses and activities for and on account of, and for the benefit of and in trust for, Transferee Company and shall stand possessed of their

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businesses, including all the assets and properties, on account of, and for the benefit of, and in trust for, the Transferee Company;

- b. the Transferor Company hereby undertakes to hold its said assets with utmost prudence in the ordinary course of business until the Effective Date;
- c. All the income and profits accruing to the Transferor Company and expenditure and losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company, shall, for all purposes, be treated and be deemed to be and accrue as the incomes and profits or expenditure or losses or taxes of the Transferee Company, as the case may be;
- d. The Transferor Company shall carry on its business with reasonable diligence and in the same manner as it has been doing hitherto, and the Transferor Company shall not, save for anything done in the ordinary course of business, alter or substantially expand their business except with the written concurrence of the Transferee Company;
- e. The Transferor Company shall not, without the written concurrence of the Transferee Company, alienate, charge or encumber any of their assets and properties, except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of approval of the Scheme by the Board of Directors of the Transferor Company;
- f. The Transferor Company shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of approval of the Scheme by the Board of Directors of the Transferor Company, the terms and conditions of employment of any of their employees, nor shall they conclude settlement with any union or its employees except with the written concurrence of the Transferee Company;
- g. Upon the Scheme becoming effective, with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company as on the close of business on the date preceding the Appointed Date, whether or not provided in its books, and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company;
- h. Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Business and Undertaking that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company;

15.4 For the purpose of giving effect to the vesting of the Business and Undertaking of the Transferor Company, pursuant to Orders passed by the Tribunal, the Transferee Company shall, at any time, be entitled to get the recording of the

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change in the legal right(s), in accordance with the provisions of Sections 230 to 232 of the Act and in terms of directions, if any, given by the Tribunal. Further the Transferee Company shall be authorised to execute any pleadings, applications, forms, deeds, documents or other writings, as are required to remove any difficulties, seek modifications to the Scheme and carry out any formalities or compliances as are necessary for the implementation of this Scheme;

- 15.5 Pending sanction of the Scheme, the Transferee Company shall be entitled to apply to the Central and the State Governments, all other applicable authorities, agencies and/or organizations, for such consents, approvals, permissions and sanctions as may be required to own and operate the Business and Undertaking of the Transferor Company, and the Transferor Company will provide such reasonable assistance as may be required by the Transferee Company in this regard.
- 15.6 The Transferor Company and/or the Transferee Company as the case may be, shall, at any time after this Scheme becoming effective in accordance with the provisions hereof, if so required under Applicable Law or otherwise, do all such acts or things as may be necessary to transfer/obtain the approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses and certificates which were held or enjoyed by the Transferor Company. It is hereby clarified that if the consent of any third party or Governmental Authority, if any, is required to give effect to the provisions of this Clause the said third party or Governmental Authority shall make and duly record the necessary substitution/endorsement in the name of the Transferee Company pursuant to the sanction of this Scheme by the Competent Authority, and upon this Scheme becoming effective in accordance with the provisions of the Act and with the terms hereof. For this purpose, the Transferee Company shall file appropriate applications/documents with relevant authorities concerned for information and record purposes.


16. CONSIDERATION:

- 16.1 Upon the Scheme becoming effective and in consideration of the transfer and vesting of the Undertaking of the Transferor Company from the Transferor Company to the Transferee Company in terms of this Scheme, the Transferee Company shall, without any further application or deed, issue and allot to every member of the Transferor Company holding fully paid up equity shares in the Transferor Company, and whose names appear in the Register of Members of the Transferor Company on the Record Date or to such of their respective heirs, executors, administrators, or the successors-in-title as may be recognised by the Board of the Transferee Company, in the following manner:

1093 (One Thousand and Ninety Three) fully paid equity share of face value of INR 10/- (Rupees Ten Only) each of the Transferee Company, for every 10 (Ten) fully paid-up equity share of face value of INR 100/- (Rupees One Hundred only) each of the Transferor Company and 880 (Eight Hundred and Eighty) fully paid non-convertible redeemable preference shares of face value of INR 10/- (Rupees Ten only) at a premium of INR 201/- (Rupees Two Hundred

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and One Only) of the Transferee Company, for every 10 (Ten) fully paid-up equity share of face value of INR 100/- (Rupees One Hundred Only) each of the Transferor Company ("Share Exchange Ratio").

Equity Shares to be issued by the Transferee Company to the shareholders of the Transferor Company in accordance with this Clause of Part III shall hereinafter referred to as "**New Equity Shares**".

- 16.2 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, as the case may be, to effectuate such a transfer as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor of the shares in the Transferor Company and in relation to the shares issued by the Transferee Company, after the effectiveness of the Scheme. The Board of the Transferee Company shall be empowered to remove such difficulties as may arise in the course of implementation of this Scheme and registration of new shareholders in the Transferee Company on account of difficulties faced in the transition period;
- 16.3 Where New Equity Shares and NCRPS of the Transferee Company are to be allotted to heirs, executors or administrators, as the case may be, to successors of deceased equity shareholders or legal representatives of the equity shareholders of the Transferor Company, the concerned heirs, executors, administrators, successors or legal representatives shall be obliged to produce evidence of title satisfactory to the Board of the Transferee Company;
- 16.4 The New Equity Shares of the Transferee Company allotted and issued in terms of Clause 16.1 of Part III above, shall be listed and/or admitted to trading on the BSE. The New Equity Shares of the Transferee Company shall, however, be listed subject to the Transferee Company obtaining the requisite approvals from all the relevant Governmental Authorities pertaining to the listing of the New Equity Shares of the Transferee Company. The Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Laws for complying with the formalities of BSE. The NCRPS shall be unlisted securities and as such, are not proposed to be listed on any stock exchanges;
- 16.5 The NCRPS shall be issued on terms and conditions as set out in Schedule I of the scheme;
- 16.6 The New Equity Shares of the Transferee Company to be allotted and issued to the shareholders of the Transferor Company as provided in Clause 16.1 of Part III above shall be subject to the provisions of the memorandum and articles of association of the Transferee Company and shall rank paripassu in all respects with the then existing equity shares of the Transferee Company after the Effective Date including in respect of dividend, if any, that may be declared by the Transferee Company on or after the Effective Date;

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- 16.7 The Transferee Company shall complete all formalities, as may be required, for allotment of the New Equity Shares and NCRPS to the shareholders of the Transferor Company as provided. It is clarified that the issue and allotment of New Equity Shares and NCRPS by the Transferee Company to the shareholders of the Transferor Company as provided in the Scheme, is an integral part thereof and shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid down under Section 62 and Section 55 or any other applicable provisions of the Act and relevant rules made thereunder, as may be applicable, and such other statues and regulations as may be applicable were duly complied with;
- 16.8 In the event that the Parties restructure their equity share capital by way of share split/consolidation/issue of bonus shares during the pendency of the Scheme, the Share Exchange Ratio and the stock options, shall be adjusted accordingly to take into account the effect of any such corporate actions;
- 16.9 Any fractional entitlement arising out of issue and allotment of the New Equity Shares and NCRPS of the Transferee Company to the shareholders of the Transferor Company pursuant to Clause 16.1 hereinabove shall be ignored;
- 16.10 The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from the concerned regulatory authorities, including the BSE, for the issue and allotment by the Transferee Company of the New Equity Shares and NCRPS to the members of the Transferor Company pursuant to the Scheme;
- 16.11 Subject to Applicable Laws, the New Equity Shares and NCRPS that are to be issued in terms of this Scheme shall be issued in dematerialised form. The register of members maintained by the Transferee Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Transferee Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Transferee Company) be updated to reflect the issue of the New Equity Shares and NCRPS in terms of this Scheme. The shareholders of the Transferor Company who hold equity shares in physical form should provide the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required, to the Transferee Company, prior to the Record Date to enable it to issue the New Equity Shares and NCRPS;

If the Transferee Company is unable to allot new equity shares or NCRPS to any shareholders in dematerialized form due to any reason whatsoever (including non-receipt of relevant information/ details from shareholders currently holding shares in physical form), the Transferee Company shall issue new equity shares or NCRPS in trust in a separate escrow/suspense account to be maintained by the Transferee Company for the benefit of such shareholders. Such new equity shares and NCRPS will be dealt with in accordance with the Applicable Laws and as the Board of Directors of the Transferee Company deems fit.

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16.12 The shares allotted pursuant to the Scheme shall remain frozen in the depositories system until listing/trading permission is given by the BSE as the case may be;

16.13 Upon this Scheme becoming effective and upon the New Equity Shares and NCRPS of the Transferee Company being allotted and issued by it to the shareholders of Transferor Company whose names appear on the register of members as a member of the Transferor Company on the Record Date the equity shares of Transferor Company, shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date. Wherever applicable, Transferee Company may, instead of requiring the surrender of the share certificates of Transferor Company, directly issue and credit the New Equity Share and NCRPS of Transferee Company in the demat account of equity shareholders of the Transferor Company in lieu thereof;

16.14 The New Equity Shares and NCRPS to be issued by the Transferee Company pursuant to Clause 16.1 of Part III above in respect of such equity shares of the Transferor Company, the allotment or transfer of which is held in abeyance under Applicable Law shall, pending allotment or settlement of dispute by order of the appropriate court or otherwise, also be kept in abeyance in like manner by the Transferee Company;

17. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY

On the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company in its books of account in accordance with of accounting as provided for business combinations under IND AS 103 notified under Section 133 of the Companies Act, 2013, under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time.

18. AGGREGATION OF AUTHORISED SHARE CAPITAL

18.1 Upon this Scheme becoming effective, the authorised share capital of Rs. 25,00,000.00 (Rupees Twenty-Five Lakhs only) of the Transferor Company shall stand consolidated with the authorised share capital of the Transferee Company. Accordingly, the authorised share capital of the Transferee Company shall stand increased to that extent without any further act, instrument or deed on the part of the Transferee Company, including without any payment of stamp duty and any fees or charges payable to the Registrar of Companies, and/or to any other Appropriate Authority, and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Sections 13, 14, 61 and 232(3)(i)

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Director

For Gorain Industries Ltd.


Director,

respectively of the Act and/or any other applicable provisions of the Act, as the case may be. Hence, for this purpose, the stamp duties and fees paid on the authorised share capital of the Transferor Company shall be utilized and applied to the increase and reclassification of authorised share capital of the Transferee Company and no extra stamp duty and/or fees shall be required to be paid by the Transferee Company for increase and reclassification in the authorised share capital to that extent.

18.2 Further pursuant to the Scheme becoming effective and consequent to the amalgamation of the Transferor Company with the Transferee Company, the authorised share capital of the Transferor Company will be deemed to be subdivided from 25,000 Equity Shares of Rs. 100/- each into 2,50,000 Equity Shares of Rs. 10/- each without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Sections 13, 14, 61 and 232 respectively of the Act and/or any other applicable provisions of the Act, as the case may be;

18.3 Consequent upon the merger, 'Clause V' of the Memorandum of Association of the Transferee Company shall be replaced without any further act, instrument or deed with the following:

The Authorized Share Capital of the Company is 18,25,00,000.00 (Rupees Eighteen Crore and Twenty Five Lacs Only) divided into 1,52,50,000 (One Crore Fifty Two Lacs and Fifty Thousand) equity shares of Rs. 10.00 (Rupees Ten Only) each and 30,00,000 (Thirty Lacs) preference shares of Rs. 10.00 (Rupees Ten Only) each.

18.4 The approval of this Scheme by shareholders of the Transferee Company under Sections 230 to 232 of the Act, whether at a meeting or otherwise, or any dispensation of the same by the NCLT, shall be deemed to have been an approval under Sections 13, 14, 61 and 64 or any other applicable provisions under the Act to the alteration of the memorandum and articles of association of the Transferee Company as may be required under the Act, and no further resolution(s) would be required to be separately passed in this regard.

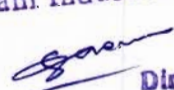
19. AMENDMENT IN CHARTER DOCUMENTS OF THE TRANSFEREE COMPANY

19.1 With effect from the Appointed Date and upon the Scheme becoming effective, the main objects of the Transferor Company relating to the continuing business of Transferor Company shall be added to the existing main objects of the Transferee Company. The Clause III the Memorandum of Association of the Transferee Company shall without any further act, deed or instrument be amended accordingly;

19.2 The approval of this Scheme by shareholders of the Transferee Company under Sections 230 to 232 of the Act, whether at a meeting or otherwise, or any dispensation of the same by the NCLT, shall be deemed to have been an approval under Sections 13, 14, 61 and 64 or any other applicable provisions under the Act to the alteration of the memorandum and articles of association of

For Blowhot Kitchen Appliances (P) Ltd.

Director

For Gorani Industries Ltd.

Director

the Transferee Company as may be required under the Act, and no further resolution(s) would be required to be separately passed in this regard.

20. CHANGE OF NAME OF THE TRANSFEREE COMPANY

20.1 Upon this Scheme becoming effective, the name of the Transferee Company shall stand changed to "Blowhot Appliances Limited" or such other name which is available and approved by the relevant Registrar of Companies, by simply filing the requisite forms with the Governmental Authority and no separate act, procedure, instrument, or deed and registration fees shall be required to be followed under the Act;

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

I. "The name of the Company is Blowhot Appliances Limited."

20.3 It is hereby clarified that, for the purposes of acts and events as mentioned in this Clause 20, the consent of the shareholders of the Transferee Company to this Scheme shall be deemed to be sufficient for the purposes of effecting the aforementioned amendment and that no further resolution under Sections 13, 14 or any other applicable provisions of the Act, would be required to be separately passed, nor any additional fees (including fees and charges to the relevant Registrar of Companies) or stamp duty, shall be payable by the Transferee Company;

21. SAVING OF CONCLUDED TRANSACTIONS

The transfer of Business and Undertaking of the Transferor Company as envisaged above shall not affect any transaction or proceedings already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accept and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of the Transferee Company.

22. DISSOLUTION OF THE TRANSFEROR COMPANY

Upon this Scheme becoming effective, Transferor Company shall without any further act or deed, stand dissolved without being wound up. The name of Transferor Company shall be dissolved and removed by the Registrar of Companies. The Transferee Company shall make necessary filings in this regard.

For Blowhot Kitchen Appliances (P) Ltd.
[Signature]
Director

For Gorani Industries Ltd.
[Signature]
Director

PART IV—GENERAL TERMS AND CONDITIONS

23. PROVISIONS APPLICABLE TO THE SCHEME

Upon the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred on the Appointed Date and become effective and operative in the order mentioned hereunder:

- a. amalgamation of Transferor Company into and with the Transferee Company in accordance with Part III of the Scheme;
- b. combination of the authorised share capital of the Transferor Company and the Transferee Company and reclassification of the authorised share capital of the Transferee Company as provided in Part III of this Scheme;
- c. amendment of the main objects of the Transferee Company as provided in Part III of this Scheme;
- d. change of name of Transferee Company as provided in Part III of this Scheme;
- e. issuance and allotment of New Equity Shares and NCRPS to the shareholders of the Transferor Company as on the Record Date, without any further act, instrument or deed, in accordance with Part III of this Scheme; and
- f. Dissolution of the Transferor Company as provided in Part- III of this Scheme.

24. APPLICATION TO TRIBUNAL

The Transferor Company and the Transferee Company shall make all applications/petitions under sections 230 and 232 and other applicable provisions of the Act to the Tribunal for sanctioning of this Scheme and obtain all approvals as may be required under Applicable Law.

25. LISTING REGULATIONS AND SEBI COMPLIANCES

Since the Transferee Company is a listed company, this Scheme is subject to the compliances of all the requirements under the Listing Regulations and all statutory directives of SEBI in so far as they relate to sanction and implementation of the Scheme.

For Blowhot Kitchen Appliances (P) Ltd.

Director

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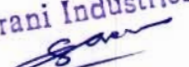
Director,

26. MODIFICATIONS/AMENDMENTS TO THE SCHEME

- 26.1 Subject to approval of the NCLT and SEBI, the Transferor Company and/or the Transferee Company, through their respective Board of Directors, may consent, on behalf of all persons concerned, to any modifications/amendments to the Scheme or to any conditions or limitations that the NCLT may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.
- 26.2 For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Transferee Company may give and are authorised to give such directions including directions for settling any question of doubt or difficulty that may arise.
- 26.3 In the event of any of the conditions imposed by the NCLT or other Appropriate Authorities, which the Transferor Company and/or the Transferee Company may find unacceptable for any reason, in whole or in part, then the Transferor Company and/or the Transferee Company are at liberty to withdraw the Scheme.
- 26.4 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Parties and their respective shareholders and/or creditors, and the terms and conditions of this Scheme, the latter shall prevail.
- 26.5 If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any provisions of Applicable Law at a later date, whether as a result of any amendment of Applicable Law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of the Applicable Law shall prevail. Subject to obtaining the sanction of the Competent Authority, if necessary, this Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will, however, not affect other parts of this Scheme. Notwithstanding the other provisions of this Scheme, the power to make such amendments/modifications as may become necessary, whether before or after the Effective Date, shall, subject to obtaining the sanction of the Competent Authority, if necessary, vest with the Board of Directors of the Parties, which power shall be exercised reasonably in the best interests of the Parties and their respective shareholders.
- 26.6 If any part of this Scheme is invalid, ruled illegal or rejected by the Competent Authority or any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to either the Transferor Company or Transferee Company, in which case the Parties, acting through their respective Boards of Directors, shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the

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Director

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benefits and obligations of this Scheme, including but not limited to such part, which is invalid, ruled illegal or rejected by the Competent Authority or any court of competent jurisdiction, or unenforceable under present or future Applicable Laws.

27. CONDITIONALITY OF THE SCHEME

The Scheme is conditional upon and subject to the following:

- 27.1 Receipt of no-objection letters from the BSE in accordance with the LODR Regulations and the SEBI Merger Circulars in respect of the Scheme (prior to filing the Scheme with the NCLT, which shall be in form and substance acceptable to the Parties, each acting reasonably and in good faith;
- 27.2 Approval of the Scheme by the requisite majorities of the respective members and creditors (where applicable) of the Transferor Company and the Transferee Company, as required, if any, and as may be directed by the jurisdictional NCLT;
- 27.3 Compliance with the other provisions of the SEBI Scheme Circular, including seeking approval of the shareholders of the Transferee Company through e-voting, as applicable and that the Scheme shall be acted upon only if the votes cast by the public shareholders of the Transferee Company are more than the vote cast by the public shareholders against it, as and if required by the SEBI Scheme Circular at the relevant time of obtaining shareholders' approval;
- 27.4 Sanction of the Scheme by NCLT under Sections 230 to 232 of the Act in favour of the Transferor Company and Transferee Company, as the case may be, under the said provisions and to the necessary order sanctioning the Scheme being obtained;
- 27.5 Certified copy of the order of the NCLT sanctioning the Scheme being filed with the Registrar of Companies, Gwalior at Madhya Pradesh, collectively by Transferor Company and Transferee Company either by way of filing required e-forms with Ministry of Corporate Affairs portal or otherwise;
- 27.6 The decision of the Board of Directors of the Transferor Company and the Transferee Company with respect to approval and/or filing whether required or not with the NCLT and / or any other Appropriate Authority shall be final and binding.

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Director

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Director.

28. EFFECT OF NON-RECEIPT OF APPROVALS

28.1 In the event any of the said approvals or sanctions referred to in Clause 27 above not being obtained or conditions enumerated in the Scheme not being complied with, or for any other reason, the Scheme cannot be implemented. the Boards of Directors or committee empowered thereof of the Transferor Company and the Transferee Company shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, the Scheme shall become null and void and shall stand revoked, cancelled and be of no effect and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme;

28.2 The Boards of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme could have adverse implications on the Transferor Company and/ or the Transferee Company.

29. BINDING EFFECT

Upon the Scheme becoming effective, the same shall be binding on the Transferor Company and the Transferee Company and all concerned parties without any furtheract, deed, matter or thing.

30. SEVERABILITY

If any part of this Scheme is found to be unworkable for any reason whatsoever, thesame shall not, subject to any decision of the Transferor Company and the Transferee Company to the contrary, affect the validity or implementation of the other parts and/or provisions ofthis Scheme.

31. COSTS, CHARGES AND EXPENSES

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

For Blowhot Kitchen Appliances (P) Ltd.

Director

For Gorani Industries Ltd.

Director,

SCHEDULE-I**Terms and Conditions of NCRPS**

Face Value of NCRPS	INR 10/- per share
Fair Value of NCRPS issued	INR 211/- per share
Dividend Rate	0.001% p.a., Non-convertible on value of NCRPS
Manner of Issue of NCRPS	Pursuant to Scheme of Amalgamation and such NCRPS shall not be listed
Terms of redemption	<p>a) 0.001% Non Convertible Redeemable Preference Shares ('NCRPS'), which will be redeemed anytime within 20 (twenty) years from the date of allotment at the option of the Preference Shareholder ('Redemption Period').</p> <p>b) The NCRPS, when redeemed, shall be redeemed at 13% IRR on fair value determined at the time of issue of NCRPS. For the purpose of redemption, the relevant Preference Shareholder would need to give a notice to the Transferee Company. In the event, the Transferee Company would like to have additional time for redemption of relevant NCRPS, it would communicate the same to the relevant Preference Shareholder. However, in any case and subject to the Redemption Period, such redemption cannot be extended by the Transferee Company for a period beyond 180 days from the date of receipt of redemption request, unless otherwise agreed in writing by the relevant Preference Shareholder/s and the Transferee Company.</p>
Terms and conditions on which the NCRPS shall be issued and allotted	<p>a) The NCRPS shall be allotted in dematerialized form.</p> <p>b) The NCRPS shall carry a preferential right vis-à-vis Equity Shares of the Transferee Company with respect to the payment of dividend and repayment of capital during winding up.</p> <p>c) The NCRPS shall be subject to a mandatory lock-in for the time period, if any, prescribed under the SEBI ICDR Regulations.</p> <p>d) The NCRPS shall not be entitled to participate in the surplus funds, surplus assets and profits of the Transferee Company on winding up, which may remain after the entire dues to NCRPS holders is repaid.</p>
Amendments	The rights, privileges and conditions attached to NCRPS issued by the Transferee Company may be varied, modified or abrogated only with the prior consent of the holder of the NCRPS, in accordance with the terms of the articles of the Transferee Company and Applicable Law

For Gorani Industries Ltd.

For Blowhot Kitchen Appliances (P) Ltd.

 Director


 Director,