

## Court Convened Meeting of the Equity Shareholders of Lesha Industries Limited

**Day:** Monday

**Date:** 22<sup>nd</sup> August, 2016

**Time:** 11:00 a.m.

**Venue:** 7<sup>th</sup> Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad-380006.

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**IN THE HON'BLE HIGH COURT OF GUJARAT AT AHMEDABAD  
ORIGINAL JURISDICTION  
COMPANY APPLICATION NO. 298 OF 2016**

In the matter of Sec. 391 of the Companies Act, 1956;

And

In the matter of Lesha Industries Limited, a company having its registered office at 7<sup>th</sup> Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad-380006

AND

In the matter of Scheme of Arrangement in the Nature of Demerger of Trading and Investment Business of Lesha Industries Limited into Ashnisha Alloys Private Limited

And

In the matter of;

Lesha Industries Limited  
CIN: L27100GJ1992PLC018607  
a company having its registered office  
at 7<sup>th</sup> Floor, Ashoka Chambers,  
Mithakhali Six Roads,  
Ahmedabad-380006

....Applicant  
(Demerged Company)

**NOTICE CONVENING MEETING OF THE EQUITY SHAREHOLDERS**

To,

The equity shareholders of Lesha Industries Limited, Applicant Company

**TAKE NOTICE** that by an Order dated 11<sup>th</sup> July, 2016 in the above Company Application, the Hon'ble High Court of Gujarat at Ahmedabad has directed that a meeting of the equity shareholders of Lesha Industries Limited, the Applicant Company, be convened and held at 7<sup>th</sup> Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad-380006 on 22<sup>nd</sup> August, 2016 at 11:00 a.m. for the purpose of considering and if thought fit, approving with or without modification(s) Scheme of Arrangement in the Nature of Demerger of Trading and Investment Business of Lesha Industries Limited into Ashnisha Alloys Private Limited.

**TAKE FURTHER NOTICE** that in pursuance of the said Order and as directed therein, a meeting of the Equity Shareholders of Lesha Industries Limited, the Applicant Company shall be convened and held at 7<sup>th</sup> Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad-380006 on 22<sup>nd</sup> August, 2016 at 11:00 a.m. at which time and place you are requested to attend.

**TAKE FURTHER NOTICE** that you may attend and vote at the said meeting in person or by proxy, provided that proxy in the prescribed form duly signed by you is deposited at the registered office of Lesha Industries Limited, the Applicant Company at 7<sup>th</sup> Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad-380006, India, not later than 48 hours before the said meeting.

The Hon'ble High Court has appointed Mr. Shalin A. Shah, Director of the Applicant Company and failing him, Mr. Ashok C. Shah, Director of the Applicant Company to be the Chairman of the said meeting.

A copy of the Scheme of Arrangement, the explanatory statement under Section 393 of the Companies Act, 1956, Observation letter of Bombay Stock Exchange, Observation letter of SEBI, Form of Proxy and Attendance slip are enclosed.

Sd/-

Shalin A. Shah

*Chairman appointed for the meeting*

Ahmedabad  
Dated this 29<sup>th</sup> July, 2016  
Registered Office:  
7<sup>th</sup> Floor, Ashoka Chambers,  
Mithakhali Six Roads, Ahmedabad-380006.

**NOTE:**

1. All alterations made in the Form of Proxy should be initialed;
2. Only the registered Equity Shareholders of the Applicant Company may attend and vote (either in person or by proxy) at the Equity Shareholders meeting.
3. A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of himself and such proxy need not be a member of the applicant company. The form of proxy duly completed should, however, be deposited at the registered office of the applicant company not less than 48 hours before the meeting.
4. Members are informed that in case of joint holders attending the meeting, only such joint holders whose name stands first in the Register of Members of the Applicant Company in respect of such joint holding will be entitled to vote.
5. Voting through electronic means:

**PROCEDURE FOR E-VOTING**

In compliance with the provisions of Section 108 of the Companies Act, 2013 and Rule 20 of the Companies (Management and Administration) Amendment Rules, 2015, and in terms of Regulation 44 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company is pleased to provide the facility to Members to exercise their right to vote by electronic means on special resolutions set forth in the notice. The e-voting period will commence from 18<sup>th</sup> August, 2016 at 10:00 a.m. and will end at 5:00 p.m. on 21<sup>st</sup> August, 2016. The voting right of shareholders shall be in proportion to their share in the paid up equity share capital of the Company as on cut-off date 16<sup>th</sup> August 2016. The company has engaged the services of Central Depository Services (India) Limited to provide the e voting facility.

**The instructions for members for voting electronically are as under:-****In case of members receiving e-mail:**

- (i) Log on to the e-voting website [www.evotingindia.com](http://www.evotingindia.com)
- (ii) Click on "Shareholders" tab.
- (iii) Now, select "Leshya Industries Limited" from the drop down menu and click on "SUBMIT"
- (iv) Now Enter your User ID
  - a. For CDSL: 16 digits beneficiary ID,
  - b. For NSDL: 8 Character DP ID followed by 8 Digits Client ID,
  - c. Members holding shares in Physical Form should enter Folio Number registered with the Company.
- (v) Next enter the Image Verification as displayed and Click on Login.
- (vi) If you are holding shares in demat form and had logged on to [www.evotingindia.com](http://www.evotingindia.com) and voted on an earlier voting of any company, then your existing password is to be used.
- (vii) If you are a first time user follow the steps given below:

<b>For Members holding shares in Demat Form and Physical Form</b>	
PAN*	Enter your 10 digits alpha-numeric PAN issued by Income Tax Department when prompted by the system while e-voting (applicable for both demat shareholders as well as physical shareholders) <ul style="list-style-type: none"> <li>• Members who have not updated their PAN with the Company/Depository Participant are requested to use the first two letters of their name and the 8 digits of the sequence number in the PAN Field. The Sequence Number is printed on address label/ sticker affixed on the back page of the Postal Ballot Notice.</li> <li>• In case the sequence number is less than 8 digits enter the applicable number of 0's before the number after the first two characters of the name in CAPITAL letters. E.g. If your name is Ramesh Kumar with sequence number 1 then enter RA00000001 in the PAN field.</li> </ul>
DOB#	Enter the Date of Birth as recorded in your demat account or in the company records for the said demat account or folio in dd/mm/yyyy format.
Dividend	Enter the Dividend Bank Details as recorded in your demat account or in the company

Bank Details#	records for the said demat account or folio. Please enter the DOB or Dividend Bank Details in order to login. If the details are not recorded with the depository or company please enter <b>the number of shares held by you as on the cut off date</b> in the <b>Dividend Bank details field</b> .
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- (viii) After entering these details appropriately, click on "SUBMIT" tab.
- (ix) Members holding shares in physical form will then reach directly the Company selection screen. However, members holding shares in demat form will now reach 'Password Creation' menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- (x) For Members holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
- (xi) Click on the EVSN for the < Lesha Industries Limited > on which you choose to vote.
- (xii) On the voting page, you will see "RESOLUTION DESCRIPTION" and against the same the option "YES/NO" for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
- (xiii) Click on the "RESOLUTIONS FILE LINK" if you wish to view the entire Resolution details.
- (xiv) After selecting the resolution you have decided to vote on, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.
- (xv) Once you "CONFIRM" your vote on the resolution, you will not be allowed to modify your vote.
- (xvi) You can also take out print of the voting done by you by clicking on "Click here to print" option on the Voting page.
- (xvii) If Demat account holder has forgotten the changed password then Enter the User ID and the image verification code and click on Forgot Password& enter the details as prompted by the system.
- (xviii) Shareholders can also cast their vote using CDSL's mobile app m-Voting available for android based mobiles. The m-Voting app can be downloaded from Google Play Store. Apple and Windows phone users can download the app from the App Store and the Windows Phone Store respectively on or after 30<sup>th</sup> June, 2016. Please follow the instructions as prompted by the mobile app while voting on your mobile.
- (xix) Note for Non – Individual Shareholders and Custodians
- Non- Individual shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to <https://www.evotingindia.co.in> and register themselves as Corporates.
  - They should submit a scanned copy of the Registration Form bearing the stamp and sign of the entity to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com).
  - After receiving the login details they have to create a user who would be able to link the account(s) which they wish to vote on.
  - The list of accounts should be mailed to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) and on approval of the accounts they would be able to cast their vote.
  - They should upload a scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, in PDF format in the system for the scrutinizer to verify the same.
- In case of members receiving the physical copy:**
- (A) Please follow all steps from sl. no. (i) to sl. no. (xix) above to cast vote.
- (B) The voting period begins on <18<sup>th</sup> August, 2016 10:00 a.m.> and ends on <21<sup>st</sup> August, 2016, 5:00 p.m.>. During this period shareholders' of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date (16<sup>th</sup> August, 2016), may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting thereafter.
- (C) In case you have any queries or issues regarding e-voting, you may refer the Frequently Asked Questions ("FAQs") and e-voting manual available at [www.evotingindia.co.in](http://www.evotingindia.co.in) under help section or write an email to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com).

**IN THE HON'BLE HIGH COURT OF GUJARAT AT AHMEDABAD**  
**ORIGINAL JURISDICTION**  
**COMPANY APPLICATION NO. 298 OF 2016**

In the matter of Sec. 391 of the Companies Act, 1956;

And

In the matter of Lesha Industries Limited, a company having its registered office at 7<sup>th</sup> Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad-380006

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In the matter of Scheme of Arrangement in the Nature of Demerger of Trading and Investment Business of Lesha Industries Limited into Ashnisha Alloys Private Limited

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Mithakhali Six Roads,  
Ahmedabad-380006

....Applicant  
(Demerged Company)

**EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956**

In this statement Lesha Industries Limited is referred to as the "Applicant Company". The other definitions contained in the enclosed Scheme of Arrangement ("**Scheme**") will also apply to this Explanatory Statement.

The following statement as required under Section 393 of the Companies Act, 1956 sets forth the details of the proposed Scheme, its effects and, in particular any material interests of the Directors in their capacity as members.

**1 ORDER OF THE HIGH COURT OF GUJARAT AT AHMADABAD**

The Hon'ble High Court of Gujarat at Ahmedabad by its Order dated 11<sup>th</sup> July, 2016 in the above Company Application, has directed Lesha Industries Limited (Applicant Company) to convene a meeting of its equity shareholders for the purpose of considering and, if thought fit, approving with or without modification(s), the Scheme of Arrangement in the Nature of Demerger of Trading and Investment Business of Lesha Industries Limited into Ashnisha Alloys Private Limited. The detailed terms and conditions of the arrangement are laid down in the enclosed copy of the Scheme which is annexed to this Notice.

**2 SCHEME AND ITS APPROVAL BY THE BOARD OF DIRECTORS**

- 2.1 The proposed Scheme *inter alia* provides for demerger of Trading and Investment Business of Lesha Industries Limited and vesting the same into Ashnisha Alloys Private Limited.
- 2.2 The Scheme was placed for consideration before the Board of Directors of the company at their meeting held on 16<sup>th</sup> January, 2016 recommending the consideration as per the Valuation Report of Naimish K. Shah & Co., Chartered Accountants and Fairness Report issued by M/s. Hem Securities Limited, the Merchant Banker.
- 2.3 The consideration payable / re-organisation of share capital proposed under Scheme is as follows:
  - 2.3.1 Consideration by Resulting Company to the shareholders of the Demerged Company  
8 new fully paid up equity shares of Rs. 10/- each of Resulting Company shall be issued/allotted for every 25 fully paid equity share of Rs. 10/- each held by such shareholder in Demerged Company;
  - 2.3.2 Consideration by Demerged Company to its shareholders upon re-organization of its share capital:

3 new fully paid up equity shares of Rs. 10/- each of Demerged Company shall be issued/allotted against every 25 fully paid equity share of Rs. 10/- each presently held by such shareholder in Demerged Company

- 2.3.3 Consideration by Resulting Company to its shareholders upon re-organization of its share capital by cancelling the existing share capital:

The entire issued, subscribed and paid up share capital of Rs. 1,00,000 of the Resulting Company shall be cancelled, and shareholders holding 10,000 equity shares of Rs. 10/- each of the Resulting Company on the effective date shall not be issued or allotted any new shares by the Resulting Company or by the Demerged Company against such shares upon such cancellation.

### **3 BRIEF DETAILS OF THE DEMERGED COMPANY**

The Company was incorporated on 23/11/1992 in the name of Lesha Finstock Private Limited as a Private company limited by shares, under the provisions of the Act. Subsequently, the name of the Company was changed to Lesha Finstock Limited on 27/11/1995. Thereafter, the name of Company was changed to Ashni Finance Limited. And thereafter on 27/09/2001 change to M/s. Technocorp Infosystems Limited and finally, the name of the Company has since been changed to Lesha Industries Limited on 31/08/2009.

- 3.1 The registered office of the Company is situated at 7<sup>th</sup> Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad-380006 and is engaged in the business of Trading of Steel, Shares & Stock, Toys, Information Technology (IT) and Investments.

- 3.2 The main objects of the Company as set out in its Memorandum of Association are set out hereunder:

1. To carry on and undertake as its principal business, the business of finance investment and to finance lease operation of all kinds of purchasing, selling, hiring or letting on hire all kinds of plant and machinery and equipment that the company may think fit and to assist in financing of all every kind and description of the purchase of deferred payment or similar transactions and to subsidise, finance or assist in subsidising or financing the sale maintenance of any goods, articles or commodities of all and every kind and description upon any land and buildings, plant and machinery equipment, ships, aircraft, automobiles, computers and all consumer commercial and industrial items regardless of whether the property purchased by new and or used and from India or from any part of the world.
2. To finance industrial enterprise and to lend and advance money to entrepreneurs promoters and industrial concerns, (whether directly or indirectly).
3. To acquire and hold shares, stocks, debentures or other securities and to carry on the activities of investment Company.
4. To carry on business of Information Technology and Information Technology related. Entrepreneurial Resources Planning, Medical Transcription, E-Security, E-Business, Placements of IT Professionals. Remote Data Processing, IT Enabled Services, Internet, Internet facility Management, Management Systems, Software Developer, Software Training and Management Training, set up of Information Technology Institutes, to manufacture, Import Export, buy, sell, develop or otherwise deal in all branches of Electronics, Computer Software and Hardware, to run Data Processing / Computer Centres, to offer consultancy in Data Processing Systems. Telecommunication, Telecommunication related, communication systems, Satellite and Satellite related. Software and Software related Network and Networking related, E-Commerce and E-Commerce related, develop new techniques for computer software and hardware technology and generally all business related to Electronics, computers, Computings, Information Technology and high Technology Products of all kinds both in Indian and Overseas, water supply, sanitation, townships and other or properties which may

seem calculated directly or advance the company's and interest either in consideration of a gross sum of a rent charged in cash or services.

5. To set up, operate, fabricate, market and deal in steel furnace, steel rolling mills, steel rolling plant and to re-roll mild, low, medium, high carbon and alloy steel and alloy cold rolled and hot rolled strips, refine alloy and manufacture ingots, skelped billets of special steel and alloy steels and to act as steel makers, steel converters ship breakers and to manufacture metallurgical products in all forms.

3.3 The share capital of the Company as on March 31, 2015, is set out below:

Particulars	Rs.
<b>AUTHORISED SHARE CAPITAL</b>	
1,90,00,000 Equity Shares of Rs.10/- each.	19,00,00,000
<b>ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL</b>	
94,33,638 Equity Shares of Rs. 10/- each.	9,43,36,380

3.4 The financial position of the Company as indicated by a summary extracted from the audited annual accounts for year ending March 31, 2015, is set out below:

	<u>Amount (Rs. In Lacs)</u>
Paid up Share Capital	943.36
Reserves & Surplus	1166.14
	-----
Shareholders Fund	2109.50
	=====
Assets (including current assets, loans and advances)	3861.14
Less: Liabilities (including Current Liabilities and Provisions)	1751.64
	-----
Excess of Assets and Liabilities	2109.50
	=====

3.5 There has been no material change in the financial position of the Company subsequent to the date of its audited accounts, except those arising or resulting from normal business operations.

3.6 The equity shares of the Company are listed on the Bombay Stock Exchange Ltd (BSE). As per the requirements of Clause 24(f) of the Listing Agreement, the Company had made application dated 21<sup>st</sup> January, 2016 to the BSE for obtaining their "No – objection" to the Scheme.

3.7 The Company had submitted Scheme of Arrangement between Lesha Industries Limited and Ashnisha Alloys Private Limited under Clause 24(f) of the Listing Agreement with Bombay Stock Exchange on 21<sup>st</sup> January 2016.

On 15<sup>th</sup> February 2016, Bombay Stock Exchange has raised query remarking that "Post Scheme of Arrangement paid up capital of the Unlisted Company seeking Listing should be more than Rs. Three Crores.

In view of the above query, the Board of Directors of the Company in their meeting held on 19<sup>th</sup> February 2016, had revised the share exchange ratio of the Resulting Company from 9:50 to 8:25 (Ashnisha Alloys Private Limited: Lesha Industries Limited). Accordingly, revised Valuation Report and Fairness Opinion thereon were availed by the Company and necessary alterations were made in the Scheme of Arrangement.

It is to further inform that on 3<sup>rd</sup> March, 2016 the Company has filed the revised Scheme of Arrangement with necessary alterations as per BSE's remark under Clause 24 (f) of the Listing Agreement with BSE.

The BSE on 23<sup>rd</sup> June 2016 had given its observation letter on the scheme and advised that they have no adverse observations vide BSE letter no. DCS/AMAL/ND/24(f)/436/16-17 dated 23<sup>rd</sup> June 2016. Through this letter BSE also advised the Company to incorporate the clauses related to (i) freezing the shares issued pursuant to the scheme till listing/trading permission given by the Exchange and (ii) there shall be no change in shareholding pattern of Resulting Company till listing/trading permission given by the Exchange.

In compliance with the above observation letter of BSE the Company has incorporated the second clause as suggested by BSE in the Scheme of Arrangement. The first clause related freezing of shares was already included in the Scheme of Arrangement by the Company as required by BSE.

3.8 The pre and post arrangement shareholding pattern of the Company is as below:

Sr. No.	Category	No. of Share holder	Pre		No. of Share holder	Post	
			No. of Shares	% of Holding		No. of Shares	% of Holding
(A)	Promoters & Promoter Group						
1	Indian						
	Individual/HUF	3	1596583	16.92	3	191590	16.92
	Bodies corporate	4	1790640	18.98	4	214877	18.98
	Sub Total (A)	7	3387223	35.90	7	406467	35.90
(B)	Public Holding						
1	Institutions						
	Mutual Funds / UTI	0	0	0	0	0	0
	Financial Institution/Bank	1	297	0.00	1	36	0.00
	Foreign Institutional Investor	0	0	0	0	0	0
	Sub Total B (1)	1	297	0.00	1	36	0.00
2	Non Institutions						
	Bodies corporate	133	2134512	22.63	133	256141	22.63
	Individual						
	Individual shareholders holding nominal share capital up to Rs. 2 lakhs.	7324	2010877	21.32	7324	241305	21.32
	Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.	20	1844114	19.55	20	221294	19.55
	NRI (Repat & Non Repat)	3	1055	0.01	3	127	0.01
	Hindu Undivided Family	52	50583	0.54	52	6070	0.54
	Clearing Members	8	4977	0.05	8	597	0.05
	Sub Total B (2)	7540	6046118	64.10	7540	725534	64.10
	Total B=B(1) + B(2)	7541	6046415	64.10	7541	725570	64.10
	Grand Total (A+B)	7548	9433638	100.00	7548	1132037	100.00

#### 4 BRIEF DETAILS OF THE RESULTING COMPANY – ASHNISHA ALLOYS PRIVATE LIMITED

Ashnisha Alloys Private Limited, a company incorporated under the provisions of the Act having its registered office at 7<sup>th</sup> Floor, Ashoka Chambers, Opp. HCG Hospital, Mithakhali Six Roads, Mithakhali,

Ahmedabad-380006, Gujarat. Ashnisha Alloys Private Limited (“Resulting Company”) was incorporated on the 27<sup>th</sup> Day of July, 2009 as a private company limited by shares as per the provisions of the Act.

4.1 The registered office of the Resulting Company is situated at 7<sup>th</sup> Floor, Ashoka Chambers, Opp. HCG Hospital, Mithakhali Six Roads, Mithakhali, Ahmedabad-380006, Gujarat, India and is engaged in the business of trading of Steel.

4.2 The main object of the Resulting Company as set out in its Memorandum of Association is set out hereunder:

To carry on the business of manufacturer, importer, trading of stainless steel, special steel, alloy steel, ferrous and non-ferrous metals from scrap of iron ore or any other similar raw materials and to manufacture in the foundry casting ingots or billets, pipes and tubes.

4.3 The capital structure of Resulting Company as on 31 March, 2015 is as set out below:

Particulars	Rs.
<b>AUTHORISED SHARE CAPITAL</b> 10,000 equity shares of Rs. 10/- each.	1,00,000
<b>ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL</b> 10,000 equity shares of Rs. 10/- each fully paid up.	1,00,000

4.4 The financial position of the Resulting Company as indicated by a summary extracted from the audited annual accounts for year ending March 31, 2015, is set out below:-

	Amount (Rs. In Lacs)
Paid up Share Capital	1.00
Reserves & Surplus	(0.82)
	-----
Shareholders Fund	0.18
	=====
Assets (including current assets, loans and advances)	186.51
Less: Liabilities (including Current Liabilities and Provisions)	(186.33)
	-----
Excess of Assets and Liabilities	0.18
	=====

4.5 There has been no material change in the financial position of the Resulting Company subsequent to the date of its audited accounts, except those arising or resulting from normal business operations.

4.6 The equity shares of the Resulting Company are not listed on the Bombay Stock Exchange Ltd (BSE) in India. As per the requirements of Clause 24(f) of the Listing Agreement, the Resulting Company was not required to make application for obtaining their “No-objection” to the Scheme.

4.7 The pre and post arrangement shareholding pattern of the Resulting Company is as below:

Sr. No.	Category	No. of Share holder	Pre		No. of Share holder	Post	
			No. of Shares	% of Holding		No. of Shares	% of Holding
(A)	Promoters & Promoter Group						
1	Indian						
	Individual/HUF	5	8000	80.00	3	510907	16.92
	Bodies corporate	2	2000	20.00	4	573005	18.98
	Sub Total (A)	7	10000	100.00	7	1083912	35.90
(B)	Public Holding						

1	Institutions						
	Mutual Funds / UTI	0	0	0	0	0	0
	Financial Institution/Bank	0	0	0	1	95	0.00
	Foreign Institutional Investor	0	0	0	0	0	0
	Sub Total B (1)	0	0	0	1	95	0.00
2	Non Institutions	0	0	0			
	Bodies corporate	0	0	0	133	683044	22.63
	Individual	0	0	0			
	Individual shareholders holding nominal share capital up to Rs. 2 lakhs.	0	0	0	7324	643481	21.32
	Individual shareholders holding nominal share capital in excess of Rs. 2 lakhs.	0	0	0	20	590116	19.55
	NRI (Repat & Non Repat)	0	0	0	3	337	0.01
	Hindu Undivided Family	0	0	0	52	16187	0.54
	Clearing Members	0	0	0	8	1593	0.05
	Sub Total B (2)	0	0	0	7540	1934758	64.10
	Total B=B(1) + B(2)	0	0	0	7541	1934853	64.10
	Grand Total (A+B)	7	10000	100.00	7548	3018764	100.00

## 5. RESOLUTION FOR APPROVAL

5.1 The Resolution to be submitted for approval of the Equity Shareholders of the Company, will read as follows:

To consider and if thought fit, to approve with or without modification(s) the following resolution as a Special Resolution(s):

**“RESOLVED THAT**, pursuant to the provisions of Section 391 to 394 of Companies Act, 1956 read with sections 100 and 102 of Companies Act, 1956 and other applicable provisions, if any, of the Companies Act, 1956 and subject to the sanction of the Gujarat High Court and any other statutory authorities as may be required, Trading and Investment Business of Lasha Industries Limited be demerged from Lasha Industries Limited and merged with Ashnisha Alloys Private Limited on the terms and conditions as per the Scheme of Arrangement with effect from the Appointed Date viz. 1<sup>st</sup> January, 2016.”

**“RESOLVED FURTHER THAT**, the paid up share capital of the company be reduced from Rs. 9,43,36,380/- (divided into 94,33,638 equity shares of Rs. 10/- each) to Rs. 1,13,20,370 /- (divided into 11,32,037 equity shares of Re. 10/- each) as per the Scheme of Arrangement.”

**“RESOLVED FURTHER THAT**, Mr. Shalin A. Shah and Mr. Ashok C. Shah, Directors of the Company be and are hereby authorized severally to make such alteration and changes in the Scheme of Arrangement, as may be expedient and necessary for satisfying the requirement or condition imposed by High Court of Gujarat and any other statutory authorities as may be required, provided that prior approval of the Board shall be obtained for making any material changes in the said Scheme of Arrangement as approved in this meeting.

**“RESOLVED FURTHER THAT**, Mr. Shalin A. Shah and Mr. Ashok C. Shah, Directors of Company be and are hereby authorized, jointly and severally, to take all such steps that may be required for implementation of the Scheme”

## 6. BENEFITS/OBJECTS OF THE SCHEME

6.1 Demerger of the Trading and Investment Business of Lasha Industries Limited shall be vested into

the Ashnisha Alloys Private Limited which has been identified as Resulting Company. After such Demerger, both the Company shall perform better in their core area of business which shall add the value and company can perform better and likely to earn better profits which leads to increase in wealth of the shareholders.

## **7. SALIENT FEATURES OF THE SCHEME**

Following is the extracts of the Scheme. References are those as mentioned in the Scheme.

**1. "Appointed Date" means 1<sup>st</sup> January, 2016.**

**2. "Effective Date" means the later of:**

(i) That on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in clause 20.1 shall be obtained or passed; or (ii) That on which all necessary certified copies of orders under Sections 391 to 394 of the Act shall be duly filed with the appropriate Registrar of Companies.

**3. DEMERGER OF THE DEMERGED COMPANY WITH RESULTING COMPANY (DETAILS OF SCHEME TO BE PROVIDED BELOW)**

3.1 Upon the coming into effect of this Scheme but with effect from the Appointed Date the Demerged Undertaking of the Demerged Company, (including all the assets and debts, out standings, credits, liabilities, duties and obligations whatsoever relating thereto) shall, subject to the provisions of this Clause in relation to the mode of vesting and pursuant to Section 394(2) of the Act and without any further act or deed, be transferred to and vested in or be deemed to have been demerged from, transferred to and vested in the Resulting Company as a going concern so as to become as and from the Appointed Date.

This Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the Income Tax Act, 1961.

### **3.2 ASSETS**

3.2.1 The assets of the Demerged Undertaking of the Demerged Company shall stand transferred and vested in the Resulting Company in the following manner:-

3.2.1.1 In respect of such of the assets of the Demerged Undertaking of the Demerged Company as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same shall be so transferred by the Demerged Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Resulting Company as an integral part of the Resulting Company.

3.2.1.2 In respect of such of the assets belonging to the Demerged Undertaking of the Demerged Company other than those referred to in Clause 5.1.1 above, the same shall be transferred to and vested in and be deemed to be transferred to and vested in the Resulting Company on the Appointed Date pursuant to the provisions of Section 394 of the Act.

3.2.2 The transfer and vesting of the De-merged Undertaking of the De-Merged Company as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof relating to De-merged Undertaking to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the De-merged Undertaking.

#### **4. LIABILITIES**

With effect from the Effective Date, all outstanding liabilities and obligations (collectively the “**Transferred Liabilities**”) of Demerged Undertaking to the extent they are outstanding on the Effective Date shall be deemed to, without any further act or deed have been transferred to the Resulting Company and to the extent they are outstanding on the Effective Date and shall become the liabilities and obligations of the Resulting Company which shall meet, discharge and satisfy the same.

#### **5. LEGAL PROCEEDINGS**

- 5.1 From the Effective Date, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) [“**Proceedings**”] by or against the Demerged Company related to the Demerged Undertaking as identified by both the parties on the Appointed Date under any statute, whether pending on the Appointed Date, or which may be instituted any time in the future and in each case relating to the Demerged Undertaking shall be continued and enforced by or against the Resulting Company after the Effective Date, to the extent legally permissible. To the extent, such Proceedings cannot be taken over by the Resulting Company; the Proceedings shall be pursued by the Demerged Company as per the instructions of and entirely at the costs and expenses of the Resulting Company.
- 5.2 If the Proceedings are taken against the Demerged Company in respect of the matters referred to in Clause 7.1 above, it shall defend the same in accordance with the advice of the Resulting Company and at the cost of the Resulting Company, and the Resulting Company.

#### **6. CONTRACTS, LICENSES, APPROVALS & PERMITS**

- a. With effect from the Effective Date and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking of the Demerged Company to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Resulting Company and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto.
- b. Without prejudice to the other provisions of the Scheme and notwithstanding that the vesting of the Demerged Undertaking of the Demerged Company with the Resulting Company occurs by virtue of this Scheme itself, the Resulting Company may, 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, confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary to be executed merely in order to give effect to the above provisions. The Demerged Company will, if necessary, also be a party to the above. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such acts for the Demerged Company or compliances referred to above on the part of the Demerged Company to be carried out or performed.
- c. For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that with effect from the Effective Date, all consents, permissions, licenses, certificates, authorities given by, issued to or executed in favour of the Demerged Company in relation to the Demerged Undertaking of the Demerged Company shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the rights and benefits under the same shall be available to the Resulting Company.

#### **7. EMPLOYEES**

In relation to the employees of the Demerged Company, with effect from the Effective Date:

- a. All the employees of the Demerged Company who are part of the Demerged Undertaking of the Demerged Company shall stand transferred to the Resulting Company on the same terms and conditions on which they are engaged by the Demerged Company, (including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and any other retirement benefits) without any interruption in service as a result of transfer of the Demerged Undertaking of the Demerged Company to the Resulting Company.
- b. The Resulting Company agrees that the services of all such employees (as mentioned in Clause 9.a. above) with the Demerged Company prior to the transfer, as aforesaid, shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and any other retirement benefits and accordingly, shall be reckoned therefore from the date of their respective appointment in the Demerged Company.
- c. The existing provident fund, superannuation fund and gratuity fund, if any, of which the aforesaid employees of the Demerged Company, being transferred under Clause 9.a. above to the Resulting Company, are members or beneficiaries along with all accumulated contributions therein till the Effective Date, shall, with the approval of the concerned authorities, be transferred to and continued without any break, to be administered by the Resulting Company for the benefit of such employees on the same terms and conditions. Accordingly, the provident fund, superannuation fund and gratuity fund dues, if any, of the said employees of the Demerged Company, subject to the necessary approvals and permissions and at the discretion of the Resulting Company, either be continued as separate funds of the Resulting Company for the benefit of such employees or be transferred to and merged with other similar funds of the Resulting Company. In the event that the Resulting Company does not have its own funds in respect of any of the above, the Resulting Company may, subject to necessary approvals and permissions, continue to contribute to the relevant funds of the Demerged Company, until such time that the Resulting Company creates its own fund, at which time the funds and the investments and contributions pertaining to the concerned employees shall be transferred to the funds created by the Resulting Company.

#### **8. CONSIDERATION - ISSUE OF SHARES UPON DEMERGER**

Upon coming into effect of this Scheme,

- 8.1 In consideration of the transfer of the Demerged Undertaking of the Demerged Company by the Demerged Company to the Resulting Company in terms of this Scheme, the Resulting Company shall issue and allot **30,18,764** new Equity Shares of Rs. 10/- each to the shareholders of the Demerged Company whose names appear in the Register of Members of the Demerged Company in the ratio of **8 (Eight)** new Equity Share of the Resulting Company for every **25 (Twenty Five)** Equity Shares held by them in the Demerged Company on the Record Date.

There shall be no change in the shareholding pattern of the Resulting Company between the record date and the listing of the equity shares on BSE Limited.

- 8.2 The new Equity Shares to be issued and allotted to the shareholders of the Demerged Company pursuant to Clause 15.1 shall have rights attached thereto as follows:
  - 8.2.1 The new Equity Shares to be issued and allotted pursuant to Clause 15.1 hereof shall in all respects, rank *pari-passu* with the new Equity Shares of the Resulting Company to be allotted consequent upon reorganization of share capital of the Demerged Company pursuant to Clause 16.1 hereof;

- 8.2.2 The New Equity Shares to be issued and allotted in terms of Clause 15.1 hereof shall be subject to the applicable provisions of the Memorandum and Articles of Association of the Resulting Company;
- 8.3 No fractional certificates, entitlements or credits shall be issued or given by the Resulting Company in respect of the fractional entitlements, if any, to which the shareholders of the Demerged Company are entitled to on the issue and allotment of new equity shares by the Resulting Company in terms of Clause 15.1 of this Scheme. The Board of Directors of the Resulting Company shall instead, round off such fractional entitlement to nearest full digit, and accordingly issue new shares to the shareholders of the Demerged Company.
- 8.4 The new equity shares of the Resulting Company issued in terms of Clause 15.1 of this Scheme shall subject to the execution of the listing agreement, necessary compliances and payment of the appropriate fee, shall; under the provisions of Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957; be listed and/or admitted to trading on the Bombay Stock Exchange Limited where the shares of the Demerged Company are listed and/or admitted to trading. The Resulting Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchange.
- 8.5 The New Equity Shares allotted by the Resulting Company pursuant to Clause 15.1 of this Scheme shall remain frozen in the depositories system till listing / trading permission is given by the designated stock exchange and to the extent required shall be subject to such Lock in period as may be prescribed by the designated stock exchange .
- 8.6 In so far as the issue of new equity shares by the Resulting Company pursuant to Clause 15.1 hereof is concerned, each of the shareholders of the Demerged Company holding shares in physical form shall have the option, exercisable by notice in writing, along with original physical shares certificate, by them to the Resulting Company on or before the Record Date, to receive, the new equity shares of the Resulting Company either in certificate form or in dematerialised form, in lieu of their existing shares in the Demerged Company in accordance with the terms hereof. In the event that such notice has not been received by the Resulting Company in respect of any of the members of the Demerged Company, the shares of the Resulting Company shall be issued to such members in physical form on surrender of original Physical Share Certificates. Those of the members of the Demerged Company who exercise the option to receive the shares in dematerialised form shall be required to have an account with a depository participant and shall provide full details thereof and such other confirmations as may be required in the notice provided by such shareholder to the Resulting Company. It is only thereupon that the Resulting Company shall issue and directly credit the demat/dematerialised securities account of such member with the new equity shares of the Resulting Company. The physical share certificates representing the equity shares of the Demerged Company shall, automatically and irrevocably, stand cancelled upon the issue of new equity by the Resulting Company in dematerialised form.
- 8.7 Each of the members of the Demerged Company holding shares of the Company in dematerialised form shall have the option, exercisable by notice in writing by them to the Resulting Company on or before the Record Date, to receive, the new equity shares of the Resulting Company either in certificate form or in dematerialised form, in lieu of their existing shares in the Demerged Company in accordance with the terms hereof. In the event that such notice has not been received by the Resulting Company in respect of any of the members of the Demerged Company, the shares of the Resulting Company shall be issued to such members in dematerialised form as per the records maintained by the National Securities Depository Limited and/or Central Depository Services (India) Limited on the Record Date.

## **9. REORGANISATION OF SHARE CAPITAL OF THE DEMERGED COMPANY**

- 9.1 Upon coming into effect of this Scheme, the issued, subscribed and paid up capital of the Demerged Company shall stand reduced from Rs. 9,43,36,380/- (divided into 94,33,638 equity

shares of Rs. 10/- each) to Rs. 1,13,20,370/- (divided into 11,32,037 equity shares of Re. 10/- each) by cancelling 83,01,601 shares of Rs. 10/- each aggregating to share capital of Rs. 8,30,16,010/- held by the shareholders of the Demerged Company. Accordingly, the shareholders of the Demerged Company whose names appear on the Register of Members of the Demerged Company on the Record Date shall be issued **3 (Three)** new equity shares of the Demerged Company for every **25 (Twenty Five)** equity shares held by them in the Demerged Company on such date.

- 9.2 The aforesaid reduction forms an integral part of this Scheme; and under the accepted principle of single window clearances, the approval accorded by the Equity Shareholders of the Resulting Company, at the court convened meeting for approving this Scheme, shall be deemed to be the approval envisaged under the provisions of Section 100 and all other applicable provisions of the Act and no separate procedure shall be required to be followed for the said purpose. The Order of the Hon'ble High Court sanctioning the Scheme shall be deemed to be an Order under Section 102 of the Act. In view of the same, the Resulting Companies shall not be required to separately comply with Sec. 100 or any other provisions of the Act and shall not be required to add "And Reduced" after its name.
- 9.3 The new Equity Shares to be issued and allotted to the shareholders of the Demerged Company pursuant to Clause 16.1 shall have rights attached thereto as follows:
- 9.3.1 The new Equity Shares to be issued and allotted pursuant to Clause 16.1 hereof shall have the same rights as are attached to the existing Equity Shares of the Demerged Company in all respects, and shall rank *pari-passu* with the Equity Shares to be issued and allotted by the Resulting Company to the shareholders of the Demerged Company under Clause 15.1 hereof;
- 9.3.2 The New Equity Shares to be issued and allotted in terms of Clause 16.1 hereof shall be subject to the applicable provisions of the Memorandum and Articles of Association of the Demerged Company;
- 9.4 No fractional certificates, entitlements or credits shall be issued or given by the Demerged Company in respect of the fractional entitlements, if any, to which the shareholders of the Demerged Company are entitled to on the issue and allotment of new equity shares by the Demerged Company in terms of Clause 16.1 of this Scheme. The Board of Directors of the Demerged Company shall instead, round off such fractional entitlement to nearest full digit, and accordingly issue new shares to the shareholders of the Demerged Company.
- 9.5 The new equity shares of the Demerged Company issued and allotted in terms of Clause 16.1 shall subject to the execution of the listing agreement, necessary compliances and payment of the appropriate fee, shall be listed and/or admitted to trading on the Bombay Stock Exchange Limited where the shares of the Demerged Company are listed and/or admitted to trading. The Demerged Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchange.
- 9.6 The New Equity Shares allotted by the Demerged Company pursuant to Clause 16.1 of this Scheme shall remain frozen in the depositories system till listing / trading permission is given by the designated stock exchange and to the extent required shall be subject to such Lock in period as may be prescribed by the designated stock exchange .
- 9.7 In so far as the issue of new equity shares by the Demerged Company pursuant to Clause 16.1 hereof is concerned, each of the shareholders of the Demerged Company holding shares in physical form shall have the option, exercisable by notice in writing, along with original physical shares certificate, by them to the Demerged Company on or before the Record Date, to receive, the new equity shares of the Demerged Company either in certificate form or in dematerialised form, in lieu of their existing shares in the Demerged Company in accordance with the terms

hereof. In the event that such notice has not been received by the Demerged Company in respect of any of the shareholders of the Demerged Company, the shares of the Demerged Company shall be issued to such members in physical form on surrender of original Physical Share Certificates. Those of the shareholders of the Demerged Company who exercise the option to receive the shares in dematerialised form shall be required to have an account with a depository participant and shall provide full details thereof and such other confirmations as may be required in the notice provided by such non promoter shareholder to the Demerged Company. It is only thereupon that the Demerged Company shall issue and directly credit the demat/dematerialised securities account of such shareholders with the new equity shares of the Demerged Company. The existing physical share certificates representing the equity shares of the Demerged Company shall, automatically and irrevocably, stand cancelled upon the issue of new equity by the Demerged Company in dematerialised form.

- 9.8 Each of the shareholders of the Demerged Company holding shares of the Company in dematerialised form shall have the option, exercisable by notice in writing by them to the Demerged Company on or before the Record Date, to receive, the new equity shares of the Demerged Company either in certificate form or in dematerialised form, in lieu of their existing shares in the Demerged Company in accordance with the terms hereof. In the event that such notice has not been received by the Demerged Company in respect of any of the shareholders of the Demerged Company, the new shares of the Demerged Company shall be issued to such shareholders in dematerialised form as per the records maintained by the National Securities Depository Limited and/or Central Depository Services (India) Limited on the Record Date.

#### **10. REORGANISATION OF SHARE CAPITAL OF THE RESULTING COMPANY**

- 10.1 Upon coming into effect of this Scheme, the entire issued, subscribed and paid up share capital of Rs. 1,00,000 of the Resulting Company shall be cancelled, and shareholders holding 10,000 equity shares of Rs. 10/- each of the Resulting Company on the effective date shall not be issued or allotted any new shares by the Resulting Company or by the Demerged Company against such shares upon such cancellation.
- 10.2 The aforesaid cancellation of the entire paid up share capital of the Resulting Company forms an integral part of this Scheme; and under the accepted principle of single window clearances. The approval accorded by the Equity Shareholders of the Resulting Company, at the court convened meeting for approving this Scheme, shall be deemed to be the approval envisaged under the provisions of Section 100 and all other applicable provisions of the Act and no separate procedure shall be required to be followed for the said purpose. The Order of the Honorable High Court sanctioning the Scheme shall be deemed to be an Order under Section 102 of the Act. In view of the same, the Resulting Companies shall not be required to separately comply with Sec. 100 or any other provisions of the Act and shall not be required to add "And Reduced" after its name.

#### **11. ACCOUNTING TREATMENT**

- 11.1 Upon demerger and transfer of the Demerged Undertaking of the Demerged Company and vesting the same into the Resulting Company pursuant to this Scheme, the following accounting treatment shall be given in the books of the Resulting Company:
- 11.1.1 The Resulting Company shall debit a sum of Rs. 1,00,000/- to Share Capital Account being the cancellation of its entire paid up share capital consequent upon reorganization of its share capital pursuant to Clause 14 of this Scheme; and credit an equivalent amount to Securities Premium Account.
- 11.1.2 The Resulting Company shall record the assets of the Demerged Undertaking of the Demerged Company vested in it pursuant to this Scheme at the respective book values thereof as appearing in the books of the Demerged Company at the close of the business of the day immediately preceding the Appointed Date.

- 11.1.3 The Resulting Company shall record the liabilities of the Demerged Undertaking of the Demerged Company vested in it pursuant to this Scheme, at the respective book values thereof as appearing in the books of the Demerged Company at the close of the business of the day immediately preceding the Appointed Date.
- 11.1.4 The Resulting Company shall credit a sum of Rs. 3,01,87,640 /- to Share Capital Account towards the Equity Shares allotted by the Resulting Company to the shareholders of the Demerged Company in terms of Clause 15.1 of this Scheme.
- 11.1.5 The difference between (i) the amount credited to share capital as per clause 17.1.4 hereinabove and (ii) the excess of the value of the assets as provided in clause 17.1.2 hereinabove over the value of liabilities as provided in clause 17.1.3 hereinabove, shall be debited by the Resulting Company to Securities Premium Account.
- 11.2 Upon demerger and transfer of the Demerged Undertaking of the Demerged Company and vesting the same into the Resulting Company and upon re-organisation of the share capital of the Demerged Company pursuant to the Scheme, the following accounting treatment shall be given in the books of the Demerged Company:
- 11.2.1 The Demerged Company shall exclude the value of assets and liabilities of the Demerged Undertaking transferred and vested into the Resulting Company pursuant to this Scheme at their respective book values as appearing in the books of the Demerged Company at the close of the business of the day immediately preceding the Appointed Date.
- 11.2.2 The Demerged Company shall debit Rs. 8,30,16,010/- to its Share Capital Account being the aggregate face value of the Equity Shares to be reduced by the Demerged Company pursuant to Clause 16.1 of this Scheme.
- 11.2.3 The difference between (i) The amount debited to Share Capital Account in accordance with Clause 17.2.2 hereinabove and (ii) the assets over the liabilities of the Demerged Undertaking of the Demerged Company as per Clause 17.2.1 hereinabove shall be credited to Securities Premium Account.
- 11.3 The transfer of the assets and liabilities of the Demerged Undertaking of the Demerged Company pursuant to this Scheme shall be accounted for in accordance with the Accounting Standard AS – 14 and other applicable accounting standards prescribed under the Act and as per the generally accepted accounting practices.

## **12. SAVING OF CONCLUDED TRANSACTIONS**

The transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking of the Demerged Company as per this Scheme and the continuance of the Proceedings by or against the Resulting Company under Clause 7.2 hereof shall not affect any transaction or proceedings already completed by the Demerged Company on or before the Appointed Date to the end and intent that the Resulting Company accepts all acts, deeds and things done and executed by and/or on behalf of the Demerged Company as acts deeds and/or things done and executed by and on behalf of the Resulting Company.

## **13. CONDUCT OF BUSINESS TILL EFFECTIVE DATE**

- 13.1 With effect from the Appointed Date and up to and including the Effective Date, the Demerged Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Undertaking of the Demerged Company for and on account of and in trust for the Resulting Company.
- 13.2 All profits accruing to the Demerged Company or losses including tax losses, arising or incurred by the Demerged Company in relation to the Demerged Undertaking of the Demerged Company

for the period commencing from the Appointed Date to the Effective Date shall, for all purposes, be treated as the profits or losses, as the case may be, of the Resulting Company.

- 13.3 The Demerged Company hereby confirm that they have, and shall continue up to the Effective Date, to preserve and carry on the Demerged Undertaking of the Demerged Company with due diligence, prudence and that it will not, without the prior consultation with the Resulting Company, alienate, charge or otherwise deal with or dispose of the Demerged Undertaking of the Demerged Company or any part thereof or recruit any new employees (in each case except in the ordinary course of business) or conclude settlements with unions or employees or undertake substantial expansion of the Demerged Undertaking of the Demerged Company, other than expansions which have already commenced prior to the Appointed Date.

#### 14. REMAINING BUSINESS

The Remaining Business of the Demerged Company and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed respectively by the Demerged Company up to and subsequent to the coming in to effect of the Scheme.

#### 15. CONVERSION OF RESULTING COMPANY IN TO A PUBLIC COMPANY

After this Scheme is approved by the Bombay Stock Exchange (BSE) and/or Securities & Exchange Board of India (SEBI) or after receiving the observations from BSE or SEBI on the Scheme under Regulation 37 of Securities and Exchange Board of India (Listing Obligations And Disclosure Requirements) Regulations, 2015, but before coming into effect of this Scheme, the Resulting Company shall be converted in to a Public Company and the Resulting Company shall adopt a new set of the Article of Association as may be acceptable or approved by the Bombay Stock Exchange.

#### 16. APPLICATIONS TO THE HIGH COURT

The Demerged Company and the Resulting Company shall, with all reasonable dispatch, make applications to the High Court of Judicature at Gujarat, under whose jurisdiction the registered offices of these companies are situated, for sanctioning this Scheme under Sections 391 to 394 of the Act for an order or orders thereof for carrying this Scheme into effect.

- 7.1 The details of the present directors of Demerged Company and Resulting Company and their shareholding in Demerged Company and resulting company, either singly or jointly, as on 30<sup>th</sup> June, 2016 are as follows:

Company	Name of Directors	Shares held in Resulting Company	Shares held in Demerged Company
Resulting Company	Ashok C. Shah	1000	476253
	Shalin A. Shah	4000	831241
Demerged Company	Ashok C. Shah	1000	476253
	Shalin A. Shah	4000	831241
	Hiteshkumar M. Donga	NIL	NIL
	Dakshaben D. Bhatt	NIL	NIL

- 7.2 Pursuant to Clause 24(h) of the Listing Agreement with the stock exchanges, the detailed pre-arrangement and post arrangement shareholding pattern of Resulting Company and Demerged Company are as follows:

#### A. The Demerged Company

Category of shareholders	Pre-arrangement	Post-arrangement
Promoter	35.91%	35.91%
Public	64.09%	64.09%
Custodian	0.00%	0.00%
<b>TOTAL</b>	<b>100.00%</b>	<b>100.00%</b>

**B. The Resulting Company**

Category of shareholders	Pre-arrangement	Post-arrangement
Promoter	100.00%	35.91%
Public	0.00%	64.09%
Custodian	0.00%	0.00%
<b>TOTAL</b>	<b>100.00%</b>	<b>100.00%</b>

**7.3** The following documents will be open for inspection up to one day prior to the date of the meetings at the respective registered office of the Demerged Company and Resulting Company between 10:00 a.m. and 12 noon on all working days, except Saturday and Sunday:

- (a) Papers and proceedings in Company Application No. 298 of 2016 including copy of the Order of the Hon'ble High Court of Gujarat at Ahmedabad in the said Company Application directing the convening and holding of the meeting of the equity shareholders of the Demerged Company;
- (b) Scheme of Arrangement;
- (c) Memorandum and Articles of Association of the Demerged Company and resulting company;
- (d) Annual Report of the Demerged Company for the last three financial years ended March 31, 2013; March 31, 2014; March 31, 2015;
- (e) Copy of the valuation report dated 15<sup>th</sup> February, 2016 from Naimish K. Shah & Co., Chartered Accountants, Ahmedabad.
- (f) Copy of the fairness report dated 16<sup>th</sup> February, 2016 issued by M/s. Hem Securities Limited;
- (g) Copy of the resolution passed by the Board of Directors of the company approving the Scheme;
- (h) Copy of Observation Letter relating to the Scheme issued by BSE Limited on June 23, 2016;
- (i) Copy of Observation Letter relating to the Scheme issued by SEBI on June 22, 2016;
- (j) Complaints Report dated May 27, 2016 relating to the Scheme submitted by the Company to BSE Ltd;
- (k) Copy of Net worth Certificate dated January 19, 2016 issued by Naimish K Shah & Co., Chartered Accountants certifying the Net Worth of the company pre and post amalgamation.

This statement may be treated as the statement of material facts under Section 102 of Companies Act, 2013 and also Section 393 of the Companies Act, 1956. A copy of the Scheme and this statement may also be obtained from the registered office of the Demerged Company during ordinary business hours on week days (other than Saturday and Sunday) between 9:00 a.m. to 5:00 p.m.

**SCHEME OF ARRANGEMENT  
BETWEEN  
LESHA INDUSTRIES LIMITED  
AND  
ASHNISHA ALLOYS PRIVATE LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS  
UNDER SECTIONS 391 AND 394 OF THE COMPANIES ACT, 1956  
PART I - GENERAL**

**1. GENERAL**

Lesha Industries Limited ("**the Demerged Company**") is a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 7<sup>th</sup> Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad – 380 006. The Demerged Company is engaged, inter-alia, in the business of Trading of Steel, Shares & Stock, Toys, Information Technology (IT) and Investments.

Ashnisha Alloys Private Limited ("**the Resulting Company**") is a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 7<sup>th</sup> Floor, Ashoka Chambers, Opposite H.C.G. Hospital, Mithakhali Six Roads, Mithakhali, Ahmedabad – 380 006, Gujarat. Resulting Company is incorporated to engage, inter alia, in the business of trading of steel.

2. This Scheme of Arrangement provides for the demerger of Trading and Investment Business of the Demerged Company and vesting the same into the Resulting Company

**DEFINITIONS**

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

- 2.1 "**Act**" means the Companies Act, 1956 or any statutory modification or re-enactment thereof;
- 2.2 "**Appointed Date**" means 1<sup>st</sup> day of January, 2016.
- 2.3 "**Demerged Company**" means Lesha Industries Limited, a company incorporated under the provisions of the Act having its registered office at 7<sup>th</sup> Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad – 380 006;
- 2.4 "**Demerged Undertaking**" means Trading and Investment Business of the Demerged Company, on a going concern basis, comprising, *inter alia*, the assets and liabilities relating thereto and which shall mean and include as on Effective Date (without limitation):
- (i) all assets wherever situate, whether movable or immovable, tangible or intangible, including all buildings, offices, investments, interest, capital work-in-progress, furniture, fixtures, office equipment, appliances, accessories, etc. pertaining to Trading and Investment Business of the Demerged Company;
  - (ii) all permits, rights (including rights under any contracts, government contracts, memorandum of understanding, etc.), entitlements, licenses, permissions, approvals, consents, tenancies in relation to the office and/or residential properties for the employees, offices and depots, patents, copyrights, all other intellectual property rights, investments and/or interest (whether vested, contingent or otherwise) in projects undertaken by Trading and Investment Business of the Demerged Company, either solely or jointly with other parties, cash balances, benefit of any deposits, financial assets, benefits of any bank guarantees issued in relation to Trading and Investment business of the Demerged Company, deferred tax benefits, privileges, all other claims, rights and benefits, licenses, power and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to Trading and Investment Business of the Demerged Company;
  - (iii) all earnest moneys, advances and/or security deposits paid by the Demerged Company in connection with or relating to Trading and Investment Business of the Demerged Company;

- (iv) all necessary records, files, papers, engineering and process information, computer programmes, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to Trading and Investment Business of the Demerged Company;
  - (v) employees of the Demerged Company engaged in work related to Trading and Investment Business of the Demerged Company; and
  - (vii) all liabilities (including contingent liabilities, the Transferred Liabilities (as defined hereafter) and the inter-divisional liability which would become an inter-corporate liability related to Trading and Investment Business of the Demerged Company.
- 2.5 **“Demerger”** shall mean the transfer by way of demerger of the Demerged Undertaking of the Demerged Company and vesting the same into the Resulting Company;
- 2.6 **“Effective Date”** shall have the meaning ascribed to it in Clause 20.2;
- 2.7 **“Record Date”** means the date to be fixed by the Board of Directors or a Committee thereof of the Demerged Company for the purpose of determining the eligibility of the shareholders of equity shares of the Demerged Company to whom the equity shares of the Resulting Company as well as the new equity shares of the Demerged Company shall be issued and allotted in terms of Clause 15.1 and Clause 16.1 hereof respectively;
- 2.8 **“Remaining Business”** means all the business, assets and liabilities of the Demerged Company other than the Demerged Undertaking;
- 2.9 **“Resulting Company”** means Ashnisha Alloys Private Limited, a company incorporated under the provisions of the Act having its registered office at 7<sup>th</sup> Floor, Ashoka Chambers, Opposite H.C.G. Hospital, Mithakhali Six Roads, Mithakhali, Ahmedabad – 380 006, Gujarat.
- 2.10 **“Scheme” or “the Scheme” or “this Scheme”** means this Scheme of Arrangement in its present form submitted to the High Court of Judicature at Gujarat or with any modification(s) made under Clause 19 of this Scheme or with such other modifications / amendments as the High Court of Judicature at Gujarat may direct;
- 2.11 **“Transferred Liabilities”** shall have the meaning ascribed to it in Clause 6 thereof;
- 2.12 **“Valuation Report”** means the valuation report of Shri Naimish K. Shah & Co., Chartered Accountants, Ahmedabad.

### 3. SHARE CAPITAL

3.1 The share capital of the Demerged Company as on 31<sup>st</sup> March, 2015 was as follows:

<b>PARTICULARS</b>	<b>AMOUNT (RS.)</b>
<b>Authorized Capital</b>	
Equity Shares	
1,90,00,000 equity shares of Rs. 10/- each	19,00,00,000
<b>Total</b>	<b>19,00,00,000</b>
<b>Issued, Subscribed and Paid-up Capital</b>	
Equity Shares	
94,33,638 Equity shares of Rs. 10/- each	9,43,36,380
<b>Total</b>	<b>9,43,36,380</b>

There is no change in the Share Capital of the Demerged Company since 31<sup>st</sup> March, 2015.

3.2 The share capital of the Resulting Company as on 31<sup>st</sup> March, 2015 was as follows:

<b>PARTICULARS</b>	<b>AMOUNT (RS.)</b>
<b>Authorized Capital</b>	
Equity Shares	
10,000 equity shares of Rs. 10/- each	1,00,000
<b>Total</b>	<b>1,00,000</b>

<b>Issued, Subscribed and Paid-up Capital</b>	
<i>Equity Shares</i>	
10,000 equity shares of Rs. 10/- each	1,00,000
<b>Total</b>	<b>1,00,000</b>

## PART II – DEMERGER OF THE DEMERGED UNDERTAKING

### 4. TRANSFER OF DEMERGED UNDERTAKING

Upon the coming into effect of this Scheme but with effect from the Appointed Date the Demerged Undertaking of the Demerged Company, (including all the assets and debts, out standings, credits, liabilities, duties and obligations whatsoever relating thereto) shall, subject to the provisions of this Clause in relation to the mode of vesting and pursuant to Section 394(2) of the Act and without any further act or deed, be transferred to and vested in or be deemed to have been demerged from, transferred to and vested in the Resulting Company as a going concern so as to become as and from the Appointed Date.

This Scheme has been drawn up to comply with the conditions relating to “Demerger” as specified under Section 2(19AA) of the Income Tax Act, 1961.

### 5. ASSETS

5.1. The assets of the Demerged Undertaking of the Demerged Company shall stand transferred and vested in the Resulting Company in the following manner:-

5.1.1. In respect of such of the assets of the Demerged Undertaking of the Demerged Company as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same shall be so transferred by the Demerged Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Resulting Company as an integral part of the Resulting Company.

5.1.2. In respect of such of the assets belonging to the Demerged Undertaking of the Demerged Company other than those referred to in Clause 5.1.1 above, the same shall be transferred to and vested in and be deemed to be transferred to and vested in the Resulting Company on the Appointed Date pursuant to the provisions of Section 394 of the Act.

5.2. The transfer and vesting of the De-merged Undertaking of the De-Merged Company as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof relating to De-merged Undertaking to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the De-merged Undertaking.

### 6. LIABILITIES

With effect from the Effective Date, all outstanding liabilities and obligations (collectively the “**Transferred Liabilities**”) of Demerged Undertaking to the extent they are outstanding on the Effective Date shall be deemed to, without any further act or deed have been transferred to the Resulting Company and to the extent they are outstanding on the Effective Date and shall become the liabilities and obligations of the Resulting Company which shall meet, discharge and satisfy the same.

### 7. LEGAL PROCEEDINGS

7.1 From the Effective Date, all legal or other proceedings (including before any statutory or quasi-judicial authority or tribunal) [“**Proceedings**”] by or against the Demerged Company related to the Demerged Undertaking as identified by both the parties on the Appointed Date under any statute, whether pending on the Appointed Date, or which may be instituted any time in the future and in each case relating to the Demerged Undertaking shall be continued and enforced by or against the Resulting Company after the Effective Date, to the extent legally permissible. To the extent, such Proceedings cannot be taken over by the Resulting Company; the Proceedings shall be pursued by the Demerged Company as per the instructions of and entirely at the costs and expenses of the Resulting Company.

- 7.2 If the Proceedings are taken against the Demerged Company in respect of the matters referred to in Clause 7.1 above, it shall defend the same in accordance with the advice of the Resulting Company and at the cost of the Resulting Company, and the Resulting Company.

## **8. CONTRACTS, LICENSES, APPROVALS & PERMITS**

- 8.1 With effect from the Effective Date and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking of the Demerged Company to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Resulting Company and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto.
- 8.2 Without prejudice to the other provisions of the Scheme and notwithstanding that the vesting of the Demerged Undertaking of the Demerged Company with the Resulting Company occurs by virtue of this Scheme itself, the Resulting Company may, 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, confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary to be executed merely in order to give effect to the above provisions. The Demerged Company will, if necessary, also be a party to the above. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such acts for the Demerged Company or compliances referred to above on the part of the Demerged Company to be carried out or performed.
- 8.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that with effect from the Effective Date, all consents, permissions, licenses, certificates, authorities given by, issued to or executed in favour of the Demerged Company in relation to the Demerged Undertaking of the Demerged Company shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the rights and benefits under the same shall be available to the Resulting Company.

## **9. EMPLOYEES**

In relation to the employees of the Demerged Company, with effect from the Effective Date:

- 9.1 All the employees of the Demerged Company who are part of the Demerged Undertaking of the Demerged Company shall stand transferred to the Resulting Company on the same terms and conditions on which they are engaged by the Demerged Company, (including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and any other retirement benefits) without any interruption in service as a result of transfer of the Demerged Undertaking of the Demerged Company to the Resulting Company.
- 9.2 The Resulting Company agrees that the services of all such employees (as mentioned in Clause 9.a. above) with the Demerged Company prior to the transfer, as aforesaid, shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and any other retirement benefits and accordingly, shall be reckoned therefore from the date of their respective appointment in the Demerged Company.
- 9.3 The existing provident fund, superannuation fund and gratuity fund, if any, of which the aforesaid employees of the Demerged Company, being transferred under Clause 9.a. above to the Resulting Company, are members or beneficiaries along with all accumulated contributions therein till the Effective Date, shall, with the approval of the concerned authorities, be transferred to and continued without any break, to be administered by the Resulting Company for the benefit of such employees on the same terms and conditions. Accordingly, the provident fund, superannuation

fund and gratuity fund dues, if any, of the said employees of the Demerged Company, subject to the necessary approvals and permissions and at the discretion of the Resulting Company, either be continued as separate funds of the Resulting Company for the benefit of such employees or be transferred to and merged with other similar funds of the Resulting Company. In the event that the Resulting Company does not have its own funds in respect of any of the above, the Resulting Company may, subject to necessary approvals and permissions, continue to contribute to the relevant funds of the Demerged Company, until such time that the Resulting Company creates its own fund, at which time the funds and the investments and contributions pertaining to the concerned employees shall be transferred to the funds created by the Resulting Company.

**10. SAVING OF CONCLUDED TRANSACTIONS**

The transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking of the Demerged Company as per this Scheme and the continuance of the Proceedings by or against the Resulting Company under Clause 7.2 hereof shall not affect any transaction or proceedings already completed by the Demerged Company on or before the Appointed Date to the end and intent that the Resulting Company accepts all acts, deeds and things done and executed by and/or on behalf of the Demerged Company as acts deeds and/or things done and executed by and on behalf of the Resulting Company.

**11. CONDUCT OF BUSINESS TILL EFFECTIVE DATE**

11.1. With effect from the Appointed Date and up to and including the Effective Date, the Demerged Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Undertaking of the Demerged Company for and on account of and in trust for the Resulting Company.

11.2. All profits accruing to the Demerged Company or losses including tax losses, arising or incurred by the Demerged Company in relation to the Demerged Undertaking of the Demerged Company for the period commencing from the Appointed Date to the Effective Date shall, for all purposes, be treated as the profits or losses, as the case may be, of the Resulting Company.

11.3. The Demerged Company hereby confirm that they have, and shall continue up to the Effective Date, to preserve and carry on the Demerged Undertaking of the Demerged Company with due diligence, prudence and that it will not, without the prior consultation with the Resulting Company, alienate, charge or otherwise deal with or dispose of the Demerged Undertaking of the Demerged Company or any part thereof or recruit any new employees (in each case except in the ordinary course of business) or conclude settlements with unions or employees or undertake substantial expansion of the Demerged Undertaking of the Demerged Company, other than expansions which have already commenced prior to the Appointed Date.

**12. REMAINING BUSINESS**

The Remaining Business of the Demerged Company and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed respectively by the Demerged Company up to and subsequent to the coming in to effect of the Scheme.

**13. CONVERSION OF RESULTING COMPANY IN TO A PUBLIC COMPANY**

After this Scheme is approved by the Bombay Stock Exchange (BSE) and/or Securities & Exchange Board of India (SEBI) or after receiving the observations from BSE or SEBI on the Scheme under Regulation 37 of Securities and Exchange Board of India (Listing Obligations And Disclosure Requirements) Regulations, 2015, but before coming into effect of this Scheme, the Resulting Company shall be converted in to a Public Company and the Resulting Company shall adopt a new set of the Article of Association as may be acceptable or approved by the Bombay Stock Exchange.

**14. REORGANISATION OF SHARE CAPITAL OF THE RESULTING COMPANY**

Upon coming into effect of this Scheme, the entire issued, subscribed and paid up share capital of Rs. 1,00,000 of the Resulting Company shall be cancelled, and shareholders holding 10,000 equity shares of Rs. 10/- each of the Resulting Company on the effective date shall not be issued or allotted any new shares by the Resulting Company or by the Demerged Company against such shares upon such cancellation.

The aforesaid cancellation of the entire paid up share capital of the Resulting Company forms an integral part of this Scheme; and under the accepted principle of single window clearances. The approval accorded by the

Equity Shareholders of the Resulting Company, at the court convened meeting for approving this Scheme, shall be deemed to be the approval envisaged under the provisions of Section 100 and all other applicable provisions of the Act and no separate procedure shall be required to be followed for the said purpose. The Order of the Honorable High Court sanctioning the Scheme shall be deemed to be an Order under Section 102 of the Act. In view of the same, the Resulting Companies shall not be required to separately comply with Sec. 100 or any other provisions of the Act and shall not be required to add "And Reduced" after its name.

#### 15. CONSIDERATION - ISSUE OF SHARES UPON DEMERGER

Upon coming into effect of this Scheme,

- 15.1 In consideration of the transfer of the Demerged Undertaking of the Demerged Company by the Demerged Company to the Resulting Company in terms of this Scheme, the Resulting Company shall issue and allot **30,18,764** new Equity Shares of Rs. 10/- each to the shareholders of the Demerged Company whose names appear in the Register of Members of the Demerged Company in the ratio of **8 (Eight)** new Equity Share of the Resulting Company for every **25 (Twenty Five)** Equity Shares held by them in the Demerged Company on the Record Date. There shall be no change in the shareholding pattern of the Resulting Company between the record date and the listing of the equity shares on BSE Limited.
- 15.2 The new Equity Shares to be issued and allotted to the shareholders of the Demerged Company pursuant to Clause 15.1 shall have rights attached thereto as follows:
- 15.2.1 The new Equity Shares to be issued and allotted pursuant to Clause 15.1 hereof shall in all respects, rank *pari-passu* with the new Equity Shares of the Resulting Company to be allotted consequent upon reorganization of share capital of the Demerged Company pursuant to Clause 16.1 hereof;
- 15.2.2 The New Equity Shares to be issued and allotted in terms of Clause 15.1 hereof shall be subject to the applicable provisions of the Memorandum and Articles of Association of the Resulting Company;
- 15.3 No fractional certificates, entitlements or credits shall be issued or given by the Resulting Company in respect of the fractional entitlements, if any, to which the shareholders of the Demerged Company are entitled to on the issue and allotment of new equity shares by the Resulting Company in terms of Clause 15.1 of this Scheme. The Board of Directors of the Resulting Company shall instead, round off such fractional entitlement to nearest full digit, and accordingly issue new shares to the shareholders of the Demerged Company.
- 15.4 The new equity shares of the Resulting Company issued in terms of Clause 15.1 of this Scheme shall subject to the execution of the listing agreement, necessary compliances and payment of the appropriate fee, shall; under the provisions of Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957; be listed and/or admitted to trading on the Bombay Stock Exchange Limited where the shares of the Demerged Company are listed and/or admitted to trading. The Resulting Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchange.
- 15.5 The New Equity Shares allotted by the Resulting Company pursuant to Clause 15.1 of this Scheme shall remain frozen in the depositories system till listing / trading permission is given by the designated stock exchange and to the extent required shall be subject to such Lock in period as may be prescribed by the designated stock exchange .
- 15.6 In so far as the issue of new equity shares by the Resulting Company pursuant to Clause 15.1 hereof is concerned, each of the shareholders of the Demerged Company holding shares in physical form shall have the option, exercisable by notice in writing, along with original physical shares certificate, by them to the Resulting Company on or before the Record Date, to receive, the new equity shares of the Resulting Company either in certificate form or in dematerialised form, in lieu of their existing shares in the Demerged Company in accordance with the terms hereof. In the event that such notice has not been received by the Resulting Company in respect of any of the members of the Demerged Company, the shares of the Resulting Company shall be issued to such members in physical form on surrender of original Physical Share Certificates. Those of the members of the Demerged Company who exercise the option to receive the shares

in dematerialised form shall be required to have an account with a depository participant and shall provide full details thereof and such other confirmations as may be required in the notice provided by such shareholder to the Resulting Company. It is only thereupon that the Resulting Company shall issue and directly credit the demat/dematerialised securities account of such member with the new equity shares of the Resulting Company. The physical share certificates representing the equity shares of the Demerged Company shall, automatically and irrevocably, stand cancelled upon the issue of new equity by the Resulting Company in dematerialised form.

- 15.7 Each of the members of the Demerged Company holding shares of the Company in dematerialised form shall have the option, exercisable by notice in writing by them to the Resulting Company on or before the Record Date, to receive, the new equity shares of the Resulting Company either in certificate form or in dematerialised form, in lieu of their existing shares in the Demerged Company in accordance with the terms hereof. In the event that such notice has not been received by the Resulting Company in respect of any of the members of the Demerged Company, the shares of the Resulting Company shall be issued to such members in dematerialised form as per the records maintained by the National Securities Depository Limited and/or Central Depository Services (India) Limited on the Record Date.

## **16 REORGANISATION OF SHARE CAPITAL OF THE DEMERGED COMPANY**

- 16.1 Upon coming into effect of this Scheme, the issued, subscribed and paid up capital of the Demerged Company shall stand reduced from Rs. 9,43,36,380/- (divided into 94,33,638 equity shares of Rs. 10/- each) to Rs. 1,13,20,370/- (divided into 11,32,037 equity shares of Re. 10/- each) by cancelling 83,01,601 shares of Rs. 10/- each aggregating to share capital of Rs. 8,30,16,010/- held by the shareholders of the Demerged Company. Accordingly, the shareholders of the Demerged Company whose names appear on the Register of Members of the Demerged Company on the Record Date shall be issued **3 (Three)** new equity shares of the Demerged Company for every **25 (Twenty Five)** equity shares held by them in the Demerged Company on such date.
- 16.2 The aforesaid reduction forms an integral part of this Scheme; and under the accepted principle of single window clearances, the approval accorded by the Equity Shareholders of the Resulting Company, at the court convened meeting for approving this Scheme, shall be deemed to be the approval envisaged under the provisions of Section 100 and all other applicable provisions of the Act and no separate procedure shall be required to be followed for the said purpose. The Order of the Hon'ble High Court sanctioning the Scheme shall be deemed to be an Order under Section 102 of the Act. In view of the same, the Resulting Companies shall not be required to separately comply with Sec. 100 or any other provisions of the Act and shall not be required to add "And Reduced" after its name.
- 16.3 The new Equity Shares to be issued and allotted to the shareholders of the Demerged Company pursuant to Clause 16.1 shall have rights attached thereto as follows:
- 16.3.1 The new Equity Shares to be issued and allotted pursuant to Clause 16.1 hereof shall have the same rights as are attached to the existing Equity Shares of the Demerged Company in all respects, and shall rank *pari-passu* with the Equity Shares to be issued and allotted by the Resulting Company to the shareholders of the Demerged Company under Clause 15.1 hereof;
- 16.3.2 The New Equity Shares to be issued and allotted in terms of Clause 16.1 hereof shall be subject to the applicable provisions of the Memorandum and Articles of Association of the Demerged Company;
- 16.4 No fractional certificates, entitlements or credits shall be issued or given by the Demerged Company in respect of the fractional entitlements, if any, to which the shareholders of the Demerged Company are entitled to on the issue and allotment of new equity shares by the Demerged Company in terms of Clause 16.1 of this Scheme. The Board of Directors of the Demerged Company shall instead, round off such fractional entitlement to nearest full digit, and accordingly issue new shares to the shareholders of the Demerged Company.
- 16.5 The new equity shares of the Demerged Company issued and allotted in terms of Clause 16.1 shall subject to the execution of the listing agreement, necessary compliances and payment of the

appropriate fee, shall be listed and/or admitted to trading on the Bombay Stock Exchange Limited where the shares of the Demerged Company are listed and/or admitted to trading. The Demerged Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchange.

- 16.6 The New Equity Shares allotted by the Demerged Company pursuant to Clause 16.1 of this Scheme shall remain frozen in the depositories system till listing / trading permission is given by the designated stock exchange and to the extent required shall be subject to such Lock in period as may be prescribed by the designated stock exchange .
- 16.7 In so far as the issue of new equity shares by the Demerged Company pursuant to Clause 16.1 hereof is concerned, each of the shareholders of the Demerged Company holding shares in physical form shall have the option, exercisable by notice in writing, along with original physical shares certificate, by them to the Demerged Company on or before the Record Date, to receive, the new equity shares of the Demerged Company either in certificate form or in dematerialised form, in lieu of their existing shares in the Demerged Company in accordance with the terms hereof. In the event that such notice has not been received by the Demerged Company in respect of any of the shareholders of the Demerged Company, the shares of the Demerged Company shall be issued to such members in physical form on surrender of original Physical Share Certificates. Those of the shareholders of the Demerged Company who exercise the option to receive the shares in dematerialised form shall be required to have an account with a depository participant and shall provide full details thereof and such other confirmations as may be required in the notice provided by such non promoter shareholder to the Demerged Company. It is only thereupon that the Demerged Company shall issue and directly credit the demat/dematerialised securities account of such shareholders with the new equity shares of the Demerged Company. The existing physical share certificates representing the equity shares of the Demerged Company shall, automatically and irrevocably, stand cancelled upon the issue of new equity by the Demerged Company in dematerialised form.
- 16.8 Each of the shareholders of the Demerged Company holding shares of the Company in dematerialised form shall have the option, exercisable by notice in writing by them to the Demerged Company on or before the Record Date, to receive, the new equity shares of the Demerged Company either in certificate form or in dematerialised form, in lieu of their existing shares in the Demerged Company in accordance with the terms hereof. In the event that such notice has not been received by the Demerged Company in respect of any of the shareholders of the Demerged Company, the new shares of the Demerged Company shall be issued to such shareholders in dematerialised form as per the records maintained by the National Securities Depository Limited and/or Central Depository Services (India) Limited on the Record Date.

## **17. ACCOUNTING TREATMENT**

- 17.1 Upon demerger and transfer of the Demerged Undertaking of the Demerged Company and vesting the same into the Resulting Company pursuant to this Scheme, the following accounting treatment shall be given in the books of the Resulting Company:
- 17.1.1 The Resulting Company shall debit a sum of Rs. 1,00,000/- to Share Capital Account being the cancellation of its entire paid up share capital consequent upon reorganization of its share capital pursuant to Clause 14 of this Scheme; and credit an equivalent amount to Securities Premium Account.
- 17.1.2 The Resulting Company shall record the assets of the Demerged Undertaking of the Demerged Company vested in it pursuant to this Scheme at the respective book values thereof as appearing in the books of the Demerged Company at the close of the business of the day immediately preceding the Appointed Date.
- 17.1.3 The Resulting Company shall record the liabilities of the Demerged Undertaking of the Demerged Company vested in it pursuant to this Scheme, at the respective book values thereof as appearing in the books of the Demerged Company at the close of the business of the day immediately preceding the Appointed Date.

- 17.1.4 The Resulting Company shall credit a sum of Rs. 3,01,87,640 /- to Share Capital Account towards the Equity Shares allotted by the Resulting Company to the shareholders of the Demerged Company in terms of Clause 15.1 of this Scheme.
- 17.1.5 The difference between (i) the amount credited to share capital as per clause 17.1.4 hereinabove and (ii) the excess of the value of the assets as provided in clause 17.1.2 hereinabove over the value of liabilities as provided in clause 17.1.3 hereinabove, shall be debited by the Resulting Company to Securities Premium Account.
- 17.2 Upon demerger and transfer of the Demerged Undertaking of the Demerged Company and vesting the same into the Resulting Company and upon re-organisation of the share capital of the Demerged Company pursuant to the Scheme, the following accounting treatment shall be given in the books of the Demerged Company:
  - 17.2.1 The Demerged Company shall exclude the value of assets and liabilities of the Demerged Undertaking transferred and vested into the Resulting Company pursuant to this Scheme at their respective book values as appearing in the books of the Demerged Company at the close of the business of the day immediately preceding the Appointed Date.
  - 17.2.2 The Demerged Company shall debit Rs. 8,30,16,010/- to its Share Capital Account being the aggregate face value of the Equity Shares to be reduced by the Demerged Company pursuant to Clause 16.1 of this Scheme.
  - 17.2.3 The difference between (i) The amount debited to Share Capital Account in accordance with Clause 17.2.2 hereinabove and (ii) the assets over the liabilities of the Demerged Undertaking of the Demerged Company as per Clause 17.2.1 hereinabove shall be credited to Securities Premium Account.
- 17.3 The transfer of the assets and liabilities of the Demerged Undertaking of the Demerged Company pursuant to this Scheme shall be accounted for in accordance with the Accounting Standard AS – 14 and other applicable accounting standards prescribed under the Act and as per the generally accepted accounting practices.

## **18 APPLICATIONS TO THE HIGH COURT**

The Demerged Company and the Resulting Company shall, with all reasonable dispatch, make applications to the High Court of Judicature at Gujarat, under whose jurisdiction the registered offices of these companies are situated, for sanctioning this Scheme under Sections 391 to 394 of the Act for an order or orders thereof for carrying this Scheme into effect.

## **19 MODIFICATIONS/AMENDMENTS TO THE SCHEME**

- 19.1 Notwithstanding anything to the contrary contained in this Scheme, the Demerged Company and the Resulting Company by their respective board of directors or such other person or persons, as the respective board of directors may authorize including any committee or sub-committee thereof, may make and/or consent to any modifications / amendments (i) to the Scheme (including but not limited to the terms and conditions thereof) or (ii) to any conditions or limitations that the court or any other authority may deem fit to direct or impose; or (iii) which may otherwise be considered necessary, desirable or appropriate by them.
- 19.2 The Demerged Company and the Resulting Company by their respective board of directors or such other person or persons, as the respective board of directors may authorize including any committee or sub-committee thereof, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.
- 19.3 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate of the Resulting Company may give and are hereby authorised to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

**20 SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS**

20.1 The Scheme is conditional upon and subject to:

- 20.1.1 Approval of the Scheme by the requisite majority of the respective members and such class of persons of the Demerged Company and the Resulting Company as may be directed by the Hon'ble High Court of Judicature at Gujarat;
- 20.1.2 Sanctions and Orders under the provisions of Sections 391 to 394 of the Act being obtained by the Demerged Company and the Resulting Company from the Hon'ble High Court of Judicature at Gujarat;
- 20.1.3 All other sanctions and approvals as may be required by law in respect of this Scheme being obtained.

20.2 This Scheme, although to come into operation with effect from the Appointed Date, shall not become effective until the last of the following dates, namely:

- 20.2.1 That on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 20.1 shall be obtained or passed; or
- 20.2.2 That on which all necessary certified copies of orders under Sections 391 to 394 of the Act shall be duly filed with the appropriate Registrar of Companies.

The last of such dates shall be the "Effective Date" for the purpose of this Scheme.

**21 COSTS**

All costs, charges and expenses including stamp duty and registration fee of any, document, instrument or Court's order including this Scheme or in relation to or in connection with negotiations leading up to the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne and paid by the Resulting Company.

**22 REVOCATION OF THE SCHEME**

In the event of any of the said sanctions and approvals referred to in Clause 20 above not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the Hon'ble High Court of Judicature at Gujarat and/or order or orders not being passed as aforesaid before 31<sup>st</sup> March, 2017 or such other date as may be mutually agreed upon by the respective Boards of Directors of the Demerged Company and the Resulting Company who are hereby empowered and authorised to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers through and by their respective delegate(s), this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* between the Demerged Company and the Resulting Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each party shall bear its own costs unless otherwise mutually agreed. Further, the Boards of Directors of the Demerged Company and the Resulting Company shall be entitled to revoke, cancel and declare the Scheme of no effect if such boards are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have adverse implication on all/any of the companies.

\* \* \* \* \*

DCS/AMAL/ND/24(f)/436/16-17  
June 23, 2016

The Company Secretary  
**Lesha Industries Ltd**  
Ashoka Chambers, 7th Floor,  
Mithakhali Six Roads,  
Ahmedabad - 380006



**Sub: Observation letter regarding the Draft Scheme of Arrangement of Lesha Industries Ltd and Ashnisha Alloys Private Ltd.**

We are in receipt of Draft Scheme of Arrangement of Lesha Industries Ltd and Ashnisha Alloys Private Ltd.

As required under SEBI Circular No. CIR/CFD/CMD/16/2015 dated November 30, 2015; SEBI vide its letter dated June 22, 2016 has inter alia given the following comment(s) on the draft scheme of arrangement:

- *"Company to ensure that all the additional information submitted by company after filing the scheme with the stock exchange is displayed from the date of receipt of this letter on the website of the listed along with various documents submitted pursuant to the circulars."*
- *"Company shall duly comply with various provisions of the Circulars."*

Accordingly, based on aforesaid comment offered by SEBI, the company is hereby advised:

- To provide additional information, if any, (as stated above) along with various documents to the Exchange for further dissemination on Exchange website.
- To ensure that additional information, if any, (as stated aforesaid) along with various documents are disseminated on their (company) website.
- To duly comply with various provisions of the circulars

In light of the above, we hereby advise that we have no adverse observations with limited reference to those matters having a bearing on listing/de-listing/continuous listing requirements within the provisions of Listing Agreement, so as to enable the company to file the scheme with Hon'ble High Court.

However, the listing of equity shares of Ashnisha Alloys Private Ltd. on the BSE Limited, shall be subject to SEBI granting relaxation under Rule 19(2)(b) of the Securities Contract (Regulation) Rules, 1957 and compliance with the requirements of SEBI circular. No. CIR/CFD/CMD/16/2015 dated November 30, 2015. Further, Ashnisha Alloys Private Ltd. shall comply with SEBI Act, Rules, Regulations, directions of the SEBI and any other statutory authority and Rules, Byelaws, and Regulations of the Exchange.

The Company shall fulfill the Exchange's criteria for listing the securities of such company and also comply with other applicable statutory requirements. However, the listing of shares of Ashnisha Alloys Private Ltd. is at the discretion of the Exchange. In addition to the above, the listing of Ashnisha Alloys Private Ltd. pursuant to the Scheme of Arrangement shall be subject to SEBI approval and the Company satisfying the following conditions:

1. To submit the Information Memorandum containing all the information about Ashnisha Alloys Private Ltd. in line with the disclosure requirements applicable for public issues with BSE. for making the same available to the public through the website of the Exchange. Further, the company is also advised to make the same available to the public through its website.

2. To publish an advertisement in the newspapers containing all the information Ashnisha Alloys Private Ltd. in line with the details required as per the aforesaid SEBI circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015. The advertisement should draw a specific reference to the aforesaid Information Memorandum available on the website of the company as well as BSE.
3. To disclose all the material information about Ashnisha Alloys Private Ltd. on a continuous basis so as to make the same public, in addition to the requirements if any, specified in Listing Agreement for disclosures about the subsidiaries.
4. The following provisions shall be incorporated in the scheme:
  - i. "The shares allotted pursuant to the Scheme shall remain frozen in the depository system till listing/trading permission is given by the designated stock exchange."
  - ii. "There shall be no change in the shareholding pattern of Ashnisha Alloys Private Ltd. between the record date and the listing which may affect the status of this approval."

Further you are also advised to bring the contents of this letter to the notice of your shareholders, all relevant authorities as deemed fit, and also in your application for approval of the scheme of arrangement.

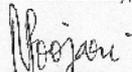
Further, pursuant to the above SEBI circulars, upon sanction of the Scheme by the Hon'ble High Court, the listed company shall submit to the stock exchange the following:

- a. Copy of the High Court approved Scheme;
- b. Result of voting by shareholders for approving the Scheme;
- c. Statement explaining changes, if any, and reasons for such changes carried out in the Approved Scheme vis-à-vis the Draft Scheme;
- d. Copy of the observation letter issued by all the Stock Exchanges where Company is listed.
- e. Status of compliance with the Observation Letter/s of the stock exchanges;
- f. The application seeking exemption from Rule 19(2)(b) of SCRR, 1957, wherever applicable, and
- g. Complaints Report as per Annexure II of this Circular
- h. Any other document/disclosure as informed by the Exchange.

The Exchange reserves its right to withdraw its 'No adverse observation' at any stage if the information submitted to the Exchange is found to be incomplete / incorrect / misleading / false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/Regulations issued by statutory authorities.

Please note that the aforesaid observations does not preclude the Company from complying with any other requirements.

Yours faithfully,

  
Nitin Pujari  
Manager



2016-4269  
भारतीय प्रतिभूति  
और विनिमय बोर्ड  
Securities and Exchange  
Board of India

Navpreet Singh  
Assistant General Manager  
Corporation Finance Department  
Division of Issues and Listing-2  
Phone: +91-22 26449000 (Extn.: 9303)  
Fax: +91-22 26449022. Email: [navpreets@sebi.gov.in](mailto:navpreets@sebi.gov.in)

Mr. R. Bulsara  
Reply - 30/06/2016

CFD/DIL-2/NS/17760/1/2016  
June 22, 2016

Shri Nitin Pujari,  
Manager,  
BSE Ltd.,  
Floor 25, P J Towers, Dalal Street,  
Mumbai - 400001



Dear Sir,

**Sub: Draft Scheme of Arrangement of Lasha Industries Ltd and Ashnisha Alloys Private Limited**

1. This has reference to your letter No. LIST/LO/SEBI/AM/107/2015-16 dated March 14, 2016 forwarding the application of Draft Scheme of Arrangement of Lasha Industries Ltd and Ashnisha Alloys Private Limited filed in accordance with SEBI Circular No. CIR/CFD/CMD/16/2015 dated November 30, 2015 (hereinafter referred to as 'the Circular') for our comments on the draft Scheme of Arrangement (hereinafter referred to as 'draft Scheme').
2. The matter has been examined by SEBI in the light of the provisions under Part A, Annexure I of the aforesaid Circular. Accordingly, SEBI's comments on the draft Scheme are as under:
  - a. The Stock Exchange shall ensure that additional information, if any, submitted by the Company, after filing the scheme with the stock exchange, from the date of receipt of this letter is displayed on the websites of the listed company and the stock exchanges.
  - b. The stock exchange may ensure compliance with the said Circulars.
  - c. The company shall duly comply with various provisions of the Circulars.

सेबी भवन, प्लॉट सं. सी 4-ए, "जी" ब्लॉक, बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (पूर्व), मुंबई - 400 051.  
दूरभाष : 2644 9950 / 4045 9950 (आई.वी.आर. एस.), 2644 9000 / 4045 9000 फेक्स : 2644 9019 से 2644 9022 वेब : [www.sebi.gov.in](http://www.sebi.gov.in)

SEBI Bhavan, Plot No. C4-A, "G" Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051.  
Tel.: 2644 9950 / 4045 9950 (VRS), 2644 9000 / 4045 9000 Fax : 2644 9019 to 2644 9022 Web : [www.sebi.gov.in](http://www.sebi.gov.in)



अनुवर्ती :  
Continuation :

भारतीय प्रतिभूति  
और विनिमय बोर्ड  
**Securities and Exchange  
Board of India**

Please note that the submission of documents/information in accordance with the Circulars, to SEBI should not in any way be deemed or construed that the same has been cleared or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any scheme or for the correctness of the statements made or opinions expressed in the documents submitted.

Yours faithfully,

*Navpreet Singh*  
Navpreet Singh



**LESHA INDUSTRIES**

L. I. ANNEXURE IIF D

Complaint Report as on May 27, 2016:

**Part A**

Sr. No.	Particulars	Number
1.	Number of complaints received directly	Nil
2.	Number of complaints forwarded by Stock Exchange	Nil
3.	Total Number of complaints/comments received (1+2)	Nil
4.	Number of complaints resolved	Nil
5.	Number of complaints Awaiting Reply from Investor	Nil

**Part B**

Sr. No.	Name of complainant	Date of complaint	Status (Resolved/Pending)
	NA	NA	NA

For Lesha Industries Limited

  
Ashok C. Shah  
Director  
DIN: 02467830



7th Floor, Ashoka Chambers,  
Mithakhali Six Roads,  
Ahmedabad - 380 006.  
Phone : +91 - 79 - 26463227  
Web : [www.lesha.in](http://www.lesha.in)  
E-mail : [info@lesha.in](mailto:info@lesha.in)  
CIN: L27100GJ1992PLCO18607

IN THE HON'BLE HIGH COURT OF GUJARAT AT AHMEDABAD

ORIGINAL JURISDICTION

COMPANY APPLICATION NO. 298 OF 2016

In the matter of Sec. 391 of the Companies Act, 1956;

And

In the matter of Lesha Industries Limited, a company having its registered office at 7<sup>th</sup> Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad-380006

AND

In the matter of Scheme of Arrangement in the nature of demerger of Trading and Investment Business of Lesha Industries Limited into Ashnisha Alloys Private Limited

And

In the matter of;

Lesha Industries Limited  
CIN: L27100GJ1992PLC018607  
a company having its registered office  
at 7<sup>th</sup> Floor, Ashoka Chambers,  
Mithakhali Six Roads,  
Ahmedabad-380006

....Applicant  
(Demerged Company)

Form No. MGT-11

PROXY FORM

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

CIN: L27100GJ1992PLC018607

Name of the company: LESHA INDUSTRIES LIMITED

Registered office: 7th Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad-380006

Name of the member (s): \_\_\_\_\_ Folio No/ Client Id: \_\_\_\_\_

Registered address: \_\_\_\_\_ DP ID: \_\_\_\_\_

\_\_\_\_\_ E-mail Id: \_\_\_\_\_

I/We, \_\_\_\_\_ being the member (s) of ..... shares of the above named Company, hereby appoint

- |                                 |                                 |                  |
|---------------------------------|---------------------------------|------------------|
| 1. Name: _____                  | 2. Name: _____                  | 3. Name: _____   |
| Address: _____                  | Address: _____                  | Address: _____   |
| E-mail Id: _____                | E-mail Id: _____                | E-mail Id: _____ |
| Signature:....., or failing him | Signature:....., or failing him | Signature:.....  |

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Court convened meeting of the company, to be held on the 22<sup>nd</sup> Day of August, 2016 At 11:00 a.m. at 7<sup>th</sup> Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad-380006 (place) and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution no. 1:

For the purpose of considering and if thought fit, approving with or without modification(s), the scheme of arrangement at such meeting, and any adjournment thereof.

Signed this \_\_\_\_ Day of \_\_\_\_ 2016

Signature \_\_\_\_\_

Signature of Proxy Holder(s) \_\_\_\_\_



**Notes:**

1. Proxy need not be a member.
2. Alterations, if any made in the form of proxy should be initialed;
3. Proxy must be deposited at the Registered Office of Lesha Industries Limited not later than 48 hours before the time for holding the meeting.
4. In case of multiple proxies, proxy later in time shall be accepted.
5. A form of appointment naming a proxy and a list of individuals who would be willing to act as Proxies will be made available on receipt of request in writing to the Company.

**LESHA INDUSTRIES LIMITED**  
Registered office: 7<sup>th</sup> Floor, Ashoka Chambers, Mithakhali Six Roads,  
Ahmedabad-380006. CIN: L27100GJ1992PLC018607

**ATTENDANCE SLIP**  
(To be handed over at the entrance of the meeting hall)

**EQUITY SHAREHOLDERS MEETING**

DP ID*		Registered Folio No.	
Client ID*		No. of equity shares(s) held	

NAME AND ADDRESS OF THE EQUITY SHAREHOLDER(S) (in block letters)

\_\_\_\_\_

NAME AND ADDRESS OF MEMBER/PROXY (IN BLOCK LETTERS, TO BE FILLED IN BY THE PROXY ATTENDING INSTEAD OF THE EQUITY SHAREHOLDER(S)):

\_\_\_\_\_

I hereby record my presence at the Court Convened meeting of the Equity Shareholders of the Applicant Company convened pursuant to the Order dated 11<sup>th</sup> July, 2016 of the Hon'ble Gujarat High Court, at 11:00 a.m. at 7th Floor, Ashoka Chambers, Mithakhali Six Roads, Ahmedabad-380006 on 22<sup>nd</sup> August, 2016.

Signature of the equity shareholder or Proxy: \_\_\_\_\_

**\* Applicable for equity shareholders holding share(s) in dematerialized form.**

**NOTES:**

1. Equity shareholders/proxies are requested to bring this slip with them and hand it over at the gate after their signature on it.
2. Duplicate slips will not be issued at the entrance of the venue.
3. Equity shareholders who come to attend the meeting are requested to bring with them copy of the Notice and the Scheme of Arrangement.

**BOOK POST**

To,

*If undelivered please return to:*

**LESHA INDUSTRIES LIMITED**

7<sup>th</sup> Floor, Ashoka Chambers,

Near Mithakhali Six Roads,

Ahmedabad – 380 006, Gujarat, INDIA