

स्पीडपोस्ट

सं 44/09

भारत सरकार
औद्योगिक और वित्तीय पुनर्निर्माण बोर्ड
वित्त मंत्रालय

22 वॉ तल एनेक्सी, जवाहर व्यापार भवन,
1, टॉलस्टॉय मार्ग, नई दिल्ली - 110001

दिनांक 12/6/13

फोन 23701200/126

टैलेक्स 031 66492

तार बी आई एन एफ आई आर ई सी (BINFIREC)

फैक्स 23701211

सेवा में

(सलग्न सूची के अनुसार)

विषय

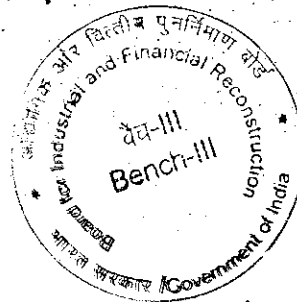
मेसर्स

श्री श्री कृष्ण वायर प्रॉ. लि.

के मामले का, मामला संख्या 44/09

महोदय,

मुझे दिनांक 11/6/13 की कार्यवाही/अपेक्षा की प्रमाणित प्रति
आपको सूचना तथा आवश्यक कार्रवाई के लिए भेजने का निर्देश हुआ है।



भवदीय,

(एस. के. दास)

बैंच अधिकारी (बैंच-III)

अनुलग्नक : यथा उपरोक्त

BOARD FOR INDUSTRIAL AND FINANCIAL RECONSTRUCTION

M/S. MARINE CABLE & WIRES PRIVATE LIMITED (MCWPL)

CASE NO. 44/2009

SANCTIONED SCHEME

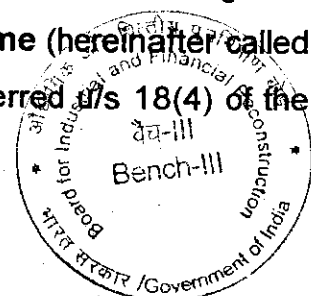
ORDER

M/s Marine Cable & Wires Private Ltd. (MCWPL) (hereinafter referred to as the 'Company') was declared a sick industrial company in terms of section 3(1)(o) of the Sick Industrial Companies (Special Provisions) Act, 1985 (hereinafter referred to as the 'Act') in the hearing held on 01.02.2010 and Syndicate Bank was appointed as the Operating Agency (OA) u/s 17(3) of the Act to examine its viability and prepare a rehabilitation scheme in the hearing held on 23.03.2011. The cutoff date taken is 31.03.2012.

2. The last hearing took place on 06.12.2012 and Syndicate Bank (OA) submitted revised DRS vide their letter dated 24.01.2013.. Under the scheme MCWPL is proposed to be amalgamated with their holding company M/s Apar Industries Limited.

3. Based on the clarifications submitted above, the Board has formulated a draft rehabilitation scheme (DRS) for the revival of the company which is circulated herewith to all concerned for consent as required u/s 19(2) read with section 19(1) of Act. As per the DRS, the net worth of Amalgamated Company is expected to become positive in the FY 2012-13 and accumulated losses of the Amalgamating Company will be wiped off in the same year i.e. FY 2012-13

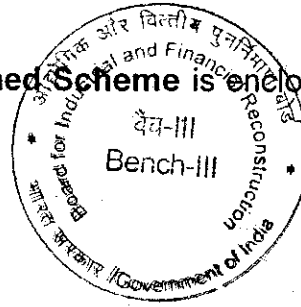
4. The objections/suggestions on the DRS were heard in the hearing held on 16.5.2013, wherein the Bench sanctioned the scheme (hereinafter called the 'Sanctioned Scheme'), in exercise of powers conferred u/s 18(4) of the



Act, read with Section 19(3) of the Act with certain amendments in Para 13.1 of DRS.

5. The duly modified **Sanctioned Scheme** is enclosed for implementation by all concerned.


(S.C. SINHA)
MEMBER




(Y.K. GAIHA)
MEMBER

Date: || .06.2013.

Encl: **SANCTIONED SCHEME (along with Annexures)**

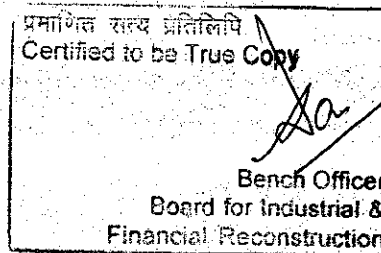


EXHIBIT - I 1
SCHEME OF AMALGAMATION

PREAMBLE

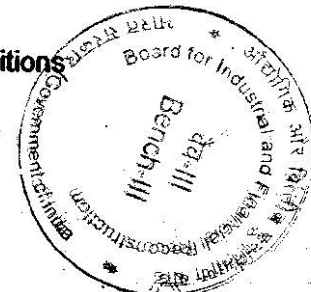
(A) Description of Companies:

1. Marine Cables & Wires Private Limited (MCWPL) is a company incorporated under the provisions of the Companies Act, 1956 with its registered office at Apar House, Corporate Park, Building No. 5, Sion Trombay Road, Chembur, Mumbai 400 071 Maharashtra. MCWPL is engaged in the manufacture of Insulated Wires and Electrical Cables including Telecom cables.
2. Apar Industries Limited (AIL) is a company incorporated under the provisions of the Companies Act 1956 with its registered office at 301 Panorama Complex, R. C. Dutt Road, Vadodara 390 007 Gujarat. AIL is presently engaged in the manufacture of Transformer Oils, Special Grade Pharmaceutical Oils, Other Speciality Oils, AACC, AAAC, ACSR Conductors, Aluminum Rods (suitable for further manufacture of AAC, ACSR, and AAAC) and Cables.

(B) Parts of the Scheme:

The scheme is divided into the following parts:

- | | | | |
|----|----------|---|--|
| a. | Part I | : | Definitions. |
| b. | Part II | : | The Scheme. |
| c. | Part III | : | Restructuring of paid up capital of MCWPL. |
| d. | Part IV | : | Accounting Treatment. |
| e. | Part V | : | General Clauses |
| f. | Part VI | : | General Terms and Conditions |

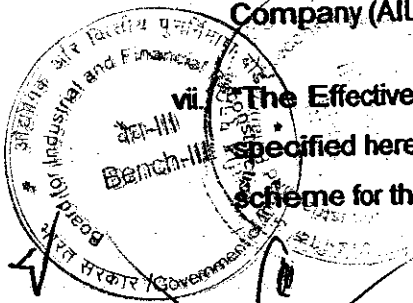


PART - I
Definitions

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

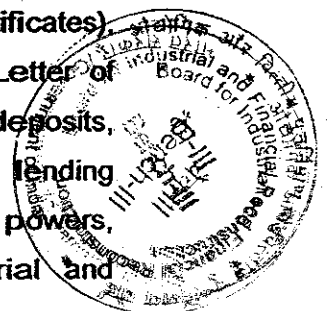
- i. "The Transferor Company (MCWPL)" means Marine Cables & Wires Private Limited (MCWPL) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Apar House, Corporate Park, Building No. 5, Sion Trombay Road, Chembur, Mumbai 400 071, Maharashtra.
- ii. "The Transferee Company (AIL)" means Apar Industries Limited (AIL) a company incorporated under the provisions of Companies Act, 1956 having its registered office at 301, Panorama Complex, R. C. Dutt Road, Vadodara 390 007 Gujarat.
- iii. "The Act" means the Sick Industrial Companies (Special Provisions) Act, 1985. (SICA)
- iv. "The BIFR" means The Board for Industrial and Financial Reconstruction constituted u/s 4 of the Sick Industrial Companies (Special Provisions) Act, 1985.
- v. "The Transfer Date" means the 1st April, 2012.
- vi. "MCWPL Shareholders" means the persons who are registered on the Register of Members of the Transferor Company (MCWPL) as the holders of the issued Equity and Preference Share Capital of the Transferor Company (MCWPL) as on such date after the transfer date (hereinbefore defined) as the Board of Directors of the Transferee Company (AIL) may determine.

vii. "The Effective Date" means the date on which the last of the approvals specified hereunder of this scheme. However, the effective date of the scheme for the purpose of Income Tax Act shall be 01.04.2012 and



viii. "Accounting Standard" (AS) means accounting standard issued by The Institute of Chartered Accountants of India.

- B. The Authorized Share Capital of the Transferor Company (MCWPL), as on 31.03.2012, is Rs. 200.00 lac divided into: 1,50,000 equity shares of Rs. 100/- each amounting to Rs. 150.00 lac and 5,000 Cumulative Preference Shares of Rs. 1,000/- each, amounting to Rs 50.00 lac. The issued, subscribed and paid up capital is Rs. 94.69 lac divided into 94,650 equity shares of Rs. 100/- each fully paid up and 4 Cumulative Preference Share of Rs. 1,000/- each fully paid up as on 31.03.2012.
- C. The Authorized Equity Share Capital of the Transferee Company (AIL), as on 31.03.2012, is Rs. 91,99.875 lac divided into 9,19,98,750 equity shares of Rs. 10/- each. The issued, subscribed and paid up equity share capital is Rs. 35,97.24 lac divided into 3,59,72,394 equity shares of Rs. 10/- each fully paid up as on 31.03.2012. After the close of the Accounting year ended 31.03.2012, Paid up Capital increased to Rs 38,47.04 lacs dividend into 3,84,70,431 equity shares of Rs.10/-each.
- D. "The Financial Institutions and Banks" means Banks and Financial Institutions etc.
- E. "Scheme" or "the Scheme" or "this Scheme" means this scheme of amalgamation in its present form as submitted to the BIFR and this scheme with such modification(s), as any made.
- F. Undertakings : means and includes all the undertakings, the entire business, all the properties (whether movable or immovable, tangible or intangible), plant and machinery, freehold land, leasehold land, buildings and structures, offices, residential and other premises, capital work-in -progress, furniture, fixtures, office equipment, appliances, accessories, power lines, and other utility, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrip, stocks, bonds, debenture stock, warrants, units or certificates) cash balances with banks, loans, advances, Bank Guarantees, Letter of Credits, contingent rights or benefits, receivables, benefit of any deposits, financial assets, leases and hire purchase contracts and assets lending contracts, benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permits and licenses (industrial and



otherwise), municipal/local authority permissions, tenancies in relation to the office and / or residential properties for employees or other persons, guest houses, Godown, warehouses, leases, licenses, fixed and other assets, benefits of assets or properties or other interests held in trust, registrations, contracts, engagements, arrangements of all kind including Line of Credit Agreement, share purchase and share cum warrant purchase agreement, privileges and all other rights including sales tax deferrals, title, interests, other benefits (including tax benefits), capital and interest subsidy benefits, and advantages of whatsoever nature and whosoever situation belonging to or in the ownership, power or possession and in the control of, or vested in or granted in favour of or enjoyed by the Transferor Company (MCWPL), including but without being limited to trade and service names and marks, patents, brand names, logos, art work, Copy rights and other intellectual property rights of any nature whatsoever, authorizations, permits, approvals, right to use and avail of telephone, telexes, facsimile, email, internet/data-leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programs, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, dealer, distributors, retailers, pricing information and other records in connection with or relating to the Transferor Company (MCWPL), and all other interests of whatsoever nature belonging to or in the ownership, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company (MCWPL), whether in India or overseas. Provided that any liability of any nature which is undisclosed shall not form a part of the undertaking of the Transferor Company (MCWPL) and/or the Transferee Company (AIL) but shall be discharged in terms of the Agreement.

All terms and words not defined in this Scheme, shall, unless they be repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the SICA, the Companies Act 1956, The Securities Contract Regulation Act, 1956, The Depositories Act, 1996 and other applicable laws, rules, regulations, bye laws as the case may be or any other statutory modifications or the re-enactment thereof from time to time.

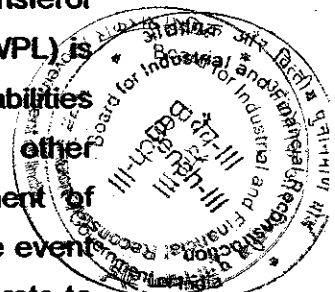
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Part - II
THE SCHEME :

1. The undertakings of the Transferor Company (MCWPL) are proposed to amalgamate with effect from the Transfer Date and without any further act or deed in the Transferee Company (AIL) pursuant to the proposal to that effect by the Transferor Company (MCWPL) for all the estates and interests of the Transferor Company (MCWPL) but subject nevertheless to all charges, if any, then affecting the same or any part thereof and as on the transfer date, the Transferor Company (MCWPL) shall be deemed to have been amalgamated with the Transferee Company (AIL).

- 2a. For the purpose of the Scheme, the undertaking of the Transferor Company (MCWPL) shall include:
 - i. All the assets and properties of the Transferor Company (MCWPL) as on transfer date as shown in the restructured balance sheet.
 - ii. Subject to the provisions of clause hereinafter, all the liabilities of the Transferor Company (MCWPL) as on transfer date.

- 2b. Without prejudice to the generality of sub-clause (a) hereof the undertakings of the Transferor Company (MCWPL) shall include all rights, privilege powers and authorities and all properties movable or immovable, real, corporeal or incorporeal in possession or reversion, present or contingent or of whatsoever nature and whosoever situate including in particular all licenses and liberties, patents, trade marks and import quotas held by or applied for by the Transferor Company (MCWPL) or to which the Transferor Company (MCWPL) is entitled and subject to what is stated hereinafter, all debts, liabilities and duties of the Transferor Company (MCWPL) and all other obligations of whatsoever kind including liabilities for payment of gratuity, pension benefits provident fund or compensation in the event of retrenchment. Provided always that the scheme shall not operate to enlarge the security for any loan, deposit or facility created by or



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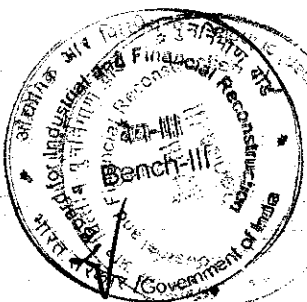
available to the Transferor Company (MCWPL) which shall vest in the Transferee Company (AIL) by virtue of the amalgamation and the Transferee Company (AIL) shall not be entitled to create any further or additional security thereof after the amalgamation has become effective or otherwise.

3. If any suit or appeal or other proceedings of whatsoever nature (hereinafter called the proceedings) by or against the Transferor Company (MCWPL) be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company (MCWPL) to the Transferee Company (AIL) or of anything contained in the scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company (AIL) in the same manner and to the same extent as if this scheme has not been made.

4a. The transfer and vesting of the property and liabilities under clauses 1 and 2 hereinbefore and the continuance of the proceedings by the Transferor Company (MCWPL) under clause 3 hereof shall not affect any transactions or proceedings already concluded by the Transferor Company (MCWPL) in the ordinary course of business on or after the transfer date to the end and to the intent that the Transferee Company (AIL) accepts on behalf of itself all acts, deeds and things done lawfully and executed by the Transferor Company (MCWPL).

4b. As from the transfer date, the Transferor Company (MCWPL) shall be deemed to have carried on and to be carrying on its business on behalf of and on account of and in trust for the Transferee Company (AIL) until such time as the amalgamation becomes effective in terms of this scheme.

4c. As from the transfer date, the Transferor Company (MCWPL) shall carry on business of the Transferor Company (MCWPL) until the amalgamation becomes effective with utmost prudence and shall not without the concurrence of the Transferee Company (AIL) alienate, charge or otherwise deal with the property or assets of the Transferor



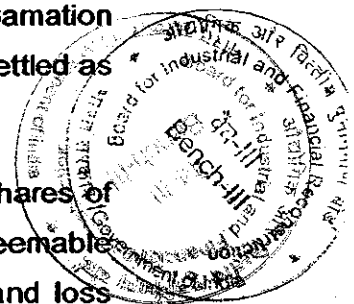
Company (MCWPL) or any part thereof except in the ordinary course of business.

5. Subject to the other provisions contained in this scheme all lawful contracts, deeds, bonds, agreement and other instruments of whatsoever nature to which the "Transferor Company (MCWPL)" is a party subsisting or having effect immediately before the amalgamation shall be in full force and effect against or in favour of the Transferee Company (AIL) and may be enforced as fully and as effectively as if instead of the Transferor Company (MCWPL), the Transferee Company (AIL) had been a party hereto.

6. All permanent employees of the Transferor Company (MCWPL) who are in the employment of the Transferor Company (MCWPL) on the effective date, in terms of this scheme shall as from such date become the employees of the Transferee Company (AIL) on the basis that the services have not been interrupted by vesting of the undertakings of the Transferor Company (MCWPL) in the Transferee Company (AIL) under this Scheme and that the terms and conditions of services applicable to such employees on the effective date will not in any way be less favourable to them than those applicable to them immediately before the transfer date. The Transferee Company (AIL) however, shall have also the right to exercise an option if warranted to transfer such number of workers to any other unit of Transferee Company (AIL) as may be deemed necessary and the workers of the Transferor Company (MCWPL) shall desist from any strike / disruption at the work place.

7. Upon the transfer of the undertakings of the Transferor Company (MCWPL) pursuant to clause I hereinbefore and the amalgamation becoming effective in terms of this Scheme, this Scheme be settled as follows :

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- i. The transferor company shall cancel its 94650 equity shares of Rs. 100/- each and 4 number of cumulative redeemable preference shares with corresponding credit to profit and loss

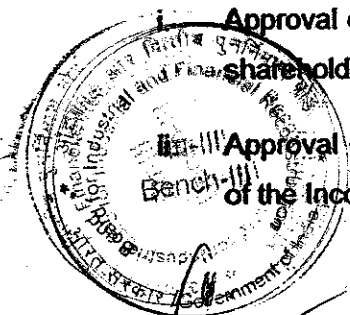


account on such date after the transfer date as per rehabilitation scheme.

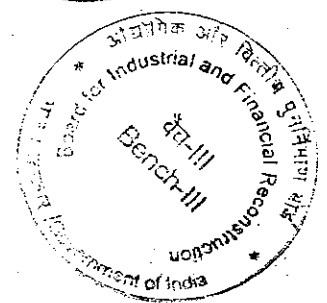
- ii. Equity and Preference share members (AIL) of the Transferor Company (MCWPL) whose names appear in the register of equity share and Preference members at the Transferor Company (MCWPL) on such date after the Effective Date as the Board of Directors may determine, shall surrender to the Transferee Company (AIL) for cancellation of their share certificate in respect of the equity and cumulative preference shares held, in physical form of the Transferor Company (MCWPL).
8. All the Equity and Preference Shares of the Transferor Company (MCWPL), held by AIL on the Effective Date shall be cancelled and shall be deemed to have been cancelled without any further act or deed and no shares of the Transferee Company (AIL) are required to be issued in lieu thereof.
 9. All Reserves (including Investment Allowance Reserve) of the Transferor Company (MCWPL) as on transfer date shall be deemed to have been transferred to the Transferee Company (AIL).
 10. The reliefs / concessions / commitments / obligations and the repayment of the dues of the Bank / Financial Institutions / Govt. Bodies by the amalgamated Company shall be governed by the Rehabilitation Proposal.
 11. This Scheme is conditional upon the following approvals and the amalgamation shall be deemed to be effective on obtaining list of the following approvals :

i. Approval of the Scheme by a Special Resolution passed by the shareholders of the Transferor and Transferee Company.

ii. Approval of this scheme and declaration under Section 72A(1) of the Income tax Act, 1961 by BIFR.



13. Upon this Scheme being sanctioned as aforesaid, the Transferor Company (MCWPL) shall stand dissolved without winding up of such Effective Date.
14. All cost, charges and expenses of the Transferor Company (MCWPL) and the Transferee Company (AIL) respectively in relation to or in connection with the negotiation leading to or in connection with the negotiation leading up to this Scheme or carrying out and completing the terms and provisions of this Scheme and / or incidental to the completion of the amalgamation of the Transferor Company (MCWPL) in pursuance of this Scheme shall be borne and paid by the Transferee Company (AIL).
15. For the purpose of giving effect to this Scheme the Board of Directors of the Transferee Company (AIL) are authorized to give such directions, as may be necessary or desirable and to settle, as they may deem fit, any question, doubts or difficulty that may arise in connection with or in the working of the Scheme including with regard to issue and allotment of shares under the Scheme thereof to the members of the Transferor Company (MCWPL) and to do all acts, deeds and things necessary for carrying into effect this Scheme.
16. On sanction of the Scheme, a copy of the BIFR order sanctioning the Scheme of Amalgamation will be filed with the respective Registrar of Companies within one month from the date the order is received by the Transferee Company (AIL).



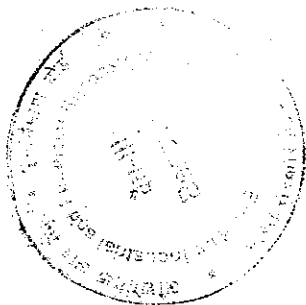
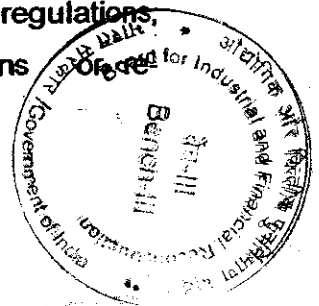
Part III

Restructuring of paid up capital of MCWPL

1. Equity and Preference share capital:

Upon coming into effect of this Scheme and in consideration thereof all the Equity and Preference shareholders of MCWPL shall extinguish their respective shareholding and shall surrender the share certificates for cancellation, consequent to the amalgamation of MCWPL with the Transferee Company (AIL) in terms of the Scheme. The Transferee Company (AIL) shall without any further application, act, instrument or deed, cancel equity and Preference shares held by the equity and Preference shareholders of the Transferor Company (MCWPL), whose names are recorded in the Register of Members (the "Members"), on the Record Date.

On approval of the Scheme by the Members of the Transferor Company (MCWPL) pursuant to such directives/orders of the BIFR, it shall be deemed that the said members and the Members of the Transferee Company (AIL) have also resolved and accorded all relevant consents under the provisions of the SICA, the Companies Act, 1956, the Securities Contract Regulation Act 1956, the Depositories Act 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modifications and enactments thereof from time to time.



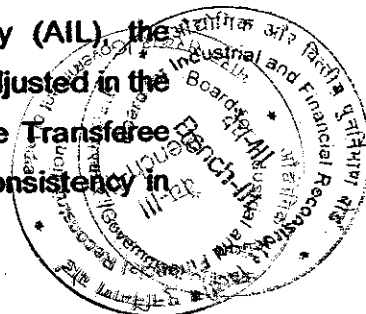
Part - IV

Accounting Treatment:

1. On the Scheme becoming effective, the Transferee Company (AIL) shall account for the Scheme and its effects as follows:
2. The Transferee Company (AIL) shall record all the Assets and all the Liabilities of the Transferor Company (MCWPL) being Assets and Liabilities transferred to and/or vested in the Transferee Company (AIL) pursuant to the Scheme as per the Accounting Standard 14 (Accounting for Amalgamation AS-14) issued by the Institute of Chartered Accountants of India.
3. The difference if any being the excess of the net assets of the Transferor Company (MCWPL) transferred to and vested in the Transferee Company (AIL) pursuant to the Scheme, over the amount credited by the Transferee Company (AIL) to share capital account above shall be credited by the Transferee Company (AIL) to the Reserves and Surplus. To the extent there are inter-corporate loans or balances between Transferor Company (MCWPL) and the Transferee Company (AIL), the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company (AIL) for the reductions of any assets or liabilities, as the case may be and any consequential credit / debit shall be adjusted to Reserve and Surplus Account of the Transferee Company.

On the Scheme becoming effective; the steps taken to implement the Scheme *inter-alia* including write off/write back of expenses/provisions made by the MCWPL in the past would be deemed to be adjustments to the net worth of AIL.

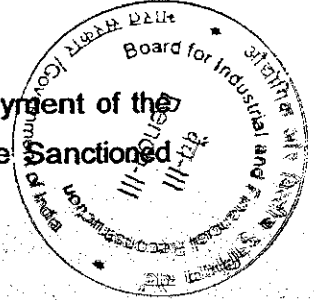
4. Further in the case of any difference in accounting policy between the Transferor Company (MCWPL) and the Transferee Company (AIL) the impact of the same till the amalgamation will be quantified and adjusted in the Revenue Reserve to ensure that the financial statements of the Transferee Company (AIL) reflects the financial position on the basis of consistency in the accounting policy.



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5. The financial values of all liabilities and obligations of AIL shall be as per the audited balance sheet as at 31.03.2012.

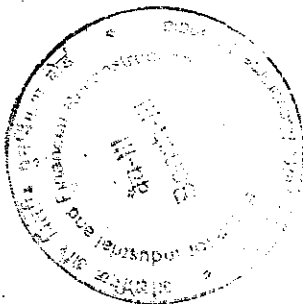
6. The reliefs/concessions/commitments/ obligations and the repayment of the dues of the creditors of AIL/MCWPL shall be governed by the Sanctioned Scheme.



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Part - V

General Clauses

1. **Conduct of business**

With effect from the Appointed Date and up to and including the Effective Date.

2. **The Transferor Company (MCWPL) shall carry on its business and activities with reasonable diligence and business prudence and shall not, undertake, any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments, or sell, transfer, alienate, charge, mortgage or encumber or deal with the whole or part of the Business and Undertaking to be transferred pursuant to the Scheme, save and except in each case in the following circumstances:**

- i. if the same is in its ordinary course of business as carried on by it as on the date of filing of this Scheme with the BIFR; or
- ii. if the same is expressly permitted by this Scheme; or
- iii. if written consent of the Transferee Company (AIL) has been obtained

3. **The Transferee Company (AIL) shall carry on its business and activities with reasonable diligence and business prudence and shall not, undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its subsidiaries or group companies or any third party, or sell, transfer, alienate, charge, mortgage or encumbrances deal with the assets or undertaking save and except in each case in the following circumstances:**

- i. if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the BIFR; or
- ii. if the same is expressly permitted by this Scheme; or
- iii. if written consent of the Transferor Company (MCWPL) has been obtained.



4. The Transferor Company (MCWPL), shall not make any change in their respective capital structure either by any increase, (by issue of equity or shares on a rights basis, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organization, or in any other manner which may, in any way, affect as expressly permitted under this Scheme.

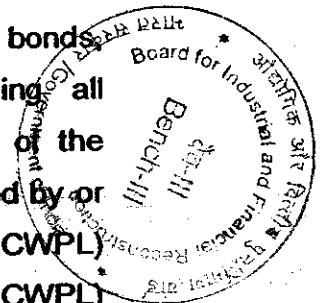
5. Legal proceedings

a. Upon the coming into effect of this Scheme, all suits, actions and proceedings by or against the Transferor Company (MCWPL) pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company (AIL) as effectually and in the same manner and to the same extent as if the same had been pending and/or arising by or against the Transferee Company (AIL).

b. The Transferee Company (AIL) undertakes to have all legal or other proceedings initiated by or against the Transferor Company (MCWPL) transferred to its name and to have the same continued, prosecuted and enforced as if by or against the Transferee Company (AIL).

6. Contract deeds and other documents.

a. Subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, licenses and other assurances in favour of the Transferor Company (MCWPL) or powers or authorities granted by or to it of whatsoever nature to which the Transferor Company (MCWPL) is a party or to the benefit of which the Transferor Company (MCWPL) may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall, without any further act, instrument or deed, be in full force and effective against or in favour of the Transferee Company (AIL) as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company (MCWPL) the Transferee Company (AIL) had been a party or beneficiary thereto. The Transferee Company (AIL) shall, at any time prior to the Effective Date, wherever necessary, enter into, and/or



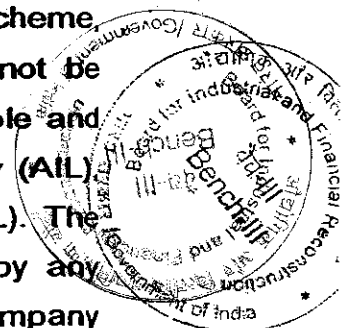
issue and/or execute deeds, writings, confirmations, any tripartite arrangements or novation to which the Transferor Company (MCWPL) will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.

- b. The Transferee Company (AIL) shall enter into, or issue or execute deeds, writings, confirmations, novation, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company (MCWPL), is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company (AIL) shall, be deemed to be authorized to execute any such writings on behalf of the Transferor Company (MCWPL), to carry out or perform all such formalities or compliances for required purposes referred to above on the part of the Transferor Company (MCWPL).
- c. All contracts and agreements entered between the Transferor Company (MCWPL) and Transferee Company (AIL) shall stand cancelled upon amalgamation become effective.

7. Staff, workmen and employees.

On the scheme becoming effective:

- a. All the employees of the Transferor Company (MCWPL) in service on the Effective Date shall become the employees of the Transferee Company (AIL) on such date without any break or interruption in service and on terms and conditions as to remuneration not less favorable than those subsisting with reference to the Transferor Company (MCWPL) as on the said date. It is clarified that the employees of the Transferor Company (MCWPL) who become employees of the Transferee Company (AIL) by virtue of this Scheme shall not be entitled to the employment policies, and shall not be entitled to avail of any schemes and benefits that are applicable and available to any of the employees of the Transferee Company (AIL) unless otherwise determined by the Transferee Company (AIL). The Transferee Company (AIL) undertakes to continue to abide by any agreement/settlement, if any, entered into by the Transferor Company



(MCWPL) with any union/employee of the Transferor Company (MCWPL). Transferee Company may review the manpower to make the Unit viable and shall take appropriate steps as may be permitted under the Law.

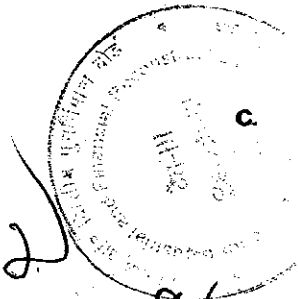
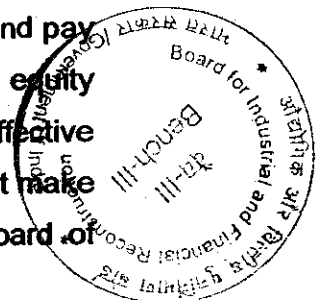
- b. The existing provident fund, gratuity fund, and pension and/or superannuation fund or trusts created by the Transferor Company (MCWPL) or any other special funds created or existing for the benefit of the employees of the Transferor Company (MCWPL) shall at an appropriate stage be transferred to the relevant funds of the Transferee Company (AIL) and till such time shall be maintained separately. In the event that the Transferee Company (AIL) does not have its own fund with respect to any such matters, the Transferee Company (AIL) shall create its own funds to which the contributions pertaining to the employees of Transferor Company (MCWPL) shall be transferred.

8. Dividends, Profits, Bonus / right shares.

- a. With effect from the date of filing of this Scheme with the BIFR and up to and including the Effective Date, the Transferor Company (MCWPL) and the Transferee Company (AIL) shall be entitled to declare and pay dividends, whether interim or final, to their respective equity shareholders in respect of the accounting period prior to the Effective Date, provided that the Transferor Company (MCWPL) shall not make any such declaration, except with the prior approval of the Board of Directors of the Transferee Company (AIL) and of the BIFR.

- b. Until the coming into effect of this Scheme, the holder of equity shares of the Transferor Company (MCWPL), and the Transferee Company (AIL) shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.

- c. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company (MCWPL) and/or the Transferee Company (AIL)



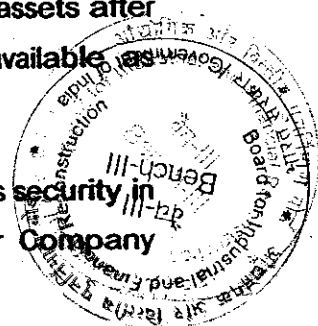
to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Directors of the Transferor Company (MCWPL) and of the Transferee Company (AIL) and subject, wherever necessary, to the approval of the shareholders of the respective Companies.

9. Permissions.

- a. Any statutory licenses, permissions, approvals or consents to carry on the operations of the Transferor Company (MCWPL) shall stand vested in or transferred without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of AIL upon the vesting and transfer of the Undertakings of the Transferor Company (MCWPL) with/to the Transferee Company (AIL) pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents, sales tax / VAT registrations or other licenses and consents shall vest in and become available to AIL pursuant to this scheme. In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Company (MCWPL) are concerned, the same shall vest with and be available to AIL on the same terms and conditions.

10. Security

- a. It is clarified that unless otherwise determined by the Board of Directors of AIL so far as the assets comprising the Undertakings of the Transferee Company (AIL) is concerned:
- i. the security or charge relating to loans, debentures or borrowings of the Transferor Company (MCWPL) shall without any further act or deed continue to relate to the said assets after the Effective Date and shall not relate to or be available as security in relation to the borrowings of AIL.
 - ii. the assets of AIL shall not relate to or be available as security in relation to the said borrowings of the Transferor Company (MCWPL).

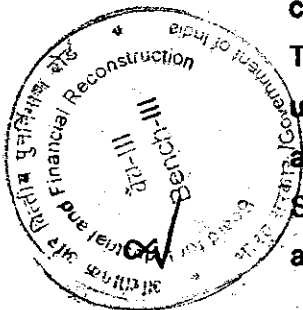
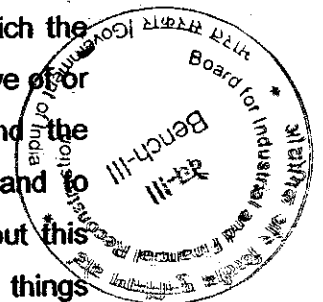


Part - VI

General Terms and Conditions in application to the entire Scheme

1. The Transferor Company (MCWPL), the Transferee Company (AIL) shall with all reasonable dispatch, make all applications/petitions as are necessary and comply with applicable provisions of SICA, for sanctioning of this Scheme by the BIFR. The parties shall in the application(s) also seek order for the dissolution without winding up of the Transferor Company (MCWPL), under the provisions of the law of the land, and obtain all approvals as may be required under the law.

2. Modifications / Amendments to the Scheme
 - a. The Transferor Company (MCWPL), and the Transferee Company (AIL) may accord assent from time to time on behalf of all persons concerned to any modifications or amendments or additions to this Scheme or to any conditions or limitations; which either the Board of Directors or any Director or other officer or a committee or committees of the concerned Board of Directors or any Director specifically authorized in that behalf by the concerned Board of Directors (hereinafter referred to as the "Delegates") of the Transferor Company (MCWPL) and the Transferee Company (AIL) deem fit, or which the Board or any other authorities under law may deem fit to approve or impose and which the Transferor Company (MCWPL) and the Transferee Company (AIL) may at their discretion deem fit and so resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or to review the position relating to the satisfaction of the conditions to this Scheme and if necessary, to waive any of those (to the extent permissible under law) for bringing this Scheme into effect. In the event that any of the conditions may be imposed by the Board or other authorities which, the Transferor Companies, and the Transferee Company (AIL). may find unacceptable for any reason, then the Transferor Company (MCWPL) and the Transferee Company (AIL) are at liberty to withdraw the Scheme. The aforesaid powers of the Transferor Company (MCWPL) and the Transferee Company (AIL) may be exercised by the Delegates



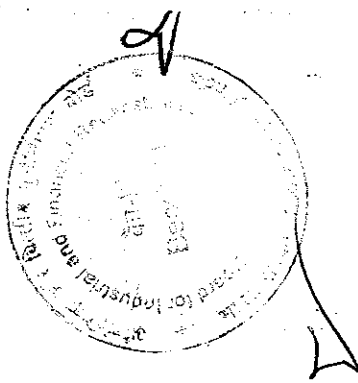
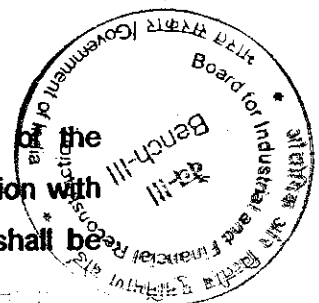
- iv. The certified copies of the orders of the BIFR being filed with the Registrar of Companies, Gujarat and Maharashtra.
- v. The provisions contained in this Amalgamation Scheme are inextricably inter-linked with the other provisions of the Rehabilitation Scheme and this Amalgamation Scheme constitutes an integral whole. The Amalgamation Scheme would be given effect to only if is approved in its entirety unless specifically agreed otherwise by the Transferor Company (MCWPL), and the Transferee Company (AIL) by their respective Board of Directors or any Committee constituted by them.

4. Effect of non receipt of approvals

In the event of this Scheme failing to take effect within 12 months of the first filing thereof with the BIFR or by such later date as may be agreed by the respective Board of Directors of the Transferor Company (MCWPL) and the Transferee Company (AIL), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by both the Companies or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own costs or as may be mutually agreed.

5. Costs

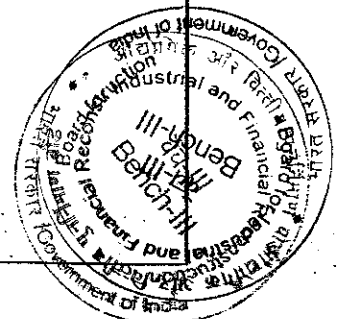
All costs including duties, levies and all other expenses, if any of the Transferor Company (MCWPL) arising out of or incurred in connection with the implementation of the Scheme and matters incidental thereto shall be borne by AIL.



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M/s. MARINE CABLES & WIRES (P) LTD. : CASE NO. 44/2009

1.	The Chairman & MD M/s. Marine Cables & Wires Pvt. Ltd. Apar House, Corporate Park Sion Trombay Road Chembur Mumbai - 400 071	2.	The Dev. Commissioner Industries Dte of Industries Govt. of Maharashtra New Administrative Building Opp. Mantralaya Madam Cama Road Mumbai - 400 032
3.	The Secretary Industries Deptt. & Energy Deptt. Govt. of Gujarat Sachivalaya Gandhinagar	4.	The Dy. General Manager Syndicate Bank Corporate Office Syndicate Building 2nd Floor, 2nd Cross, Gandhinagar Bangalore - 560 009
5.	The Dy. General Manager UCO Bank Zonal Office 5, Parliament Street New Delhi - 110 001	6.	The Directorate of Income Tax (Recovery) Department of Revenue Mayur Bhawan, 6th Floor Connaught Place New Delhi
7.	The Assistant Director ESIC Regional Office Rajendra Bhawan Rajendra Place New Delhi	8.	The Central Provident Fund Commissioner HUDCO Vishala 14, Bhikaji Cama Place New Delhi
9.	The DGM Syndicate Bank Sarojini House Bhagwan Das Road New Delhi- 110 002	10	The Secretary, Ministry of Corporate Affairs, Shastri Bhawan, New Delhi-110 001
11.	The Director General of Foreign Trade, H-Wing, Gate No.2, Udyog Bhawan, Maulana Azad Road, New Delhi-110 011	12.	Director of Income Tax (Recovery) 6th Floor, Mayur Bhawan Connaught Place, New Delhi-110 001



13. Central Board of Excise & Customs, C.R.Building, I.P.Estate, New Delhi-110 002	14. Securities and Exchange Board of India, Plot No.C4-AS/G Block, Bandra Kurla Complex, Bandra (East), Mumbai-400 051
15. Registrar of Companies, 100, Everest, Marine Drive, Mumbai-400 002	16. Bombay Stock Exchange, Phiroz Jeejeebhoy Tower, Dalal Street, Mumbai-400 001
17. The Director General of Income Tax (Admn.) Room No. 501, 5th Floor Mayur Bhawan Connaught Circus New Delhi - 110 001	