

CSP NO. 33, 35, 38, 37, 34 AND 36 OF 2018

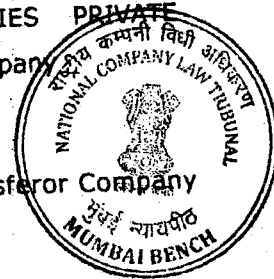
IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

CSP NO. 33 OF 2018
AND
CSP NO. 35 OF 2018
AND
CSP NO. 38 OF 2018
AND
CSP NO. 37 OF 2018
AND
CSP NO. 34 OF 2018
AND
CSP NO. 36 OF 2018

Under Section 230-232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013

In the matter of Scheme of Amalgamation of FLAIR PEN AND PLASTIC INDUSTRIES PRIVATE LIMITED, the First Transferor Company and FLAIR STATIONERIES PRIVATE LIMITED, the Second Transferor Company and FLAIR PENS AND STATIONERY INDUSTRIES PRIVATE LIMITED, the Third Transferor Company and FLAIR PEN AND PLASTIC (UK) PRIVATE LIMITED, the Fourth Transferor Company and FLAIR IMPEX INDUSTRIES PRIVATE LIMITED, the Fifth Transferor Company with FLAIR WRITING INDUSTRIES PRIVATE LIMITED, the Transferee Company

FLAIR PEN AND PLASTIC INDUSTRIES PRIVATE LIMITED
....Petitioner/ the First Transferor Company



For FLAIR WRITING INDUSTRIES LIMITED

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D/Sec.

CSP NO. 33, 35, 38, 37, 34 AND 36 OF 2018

AND
FLAIR STATIONERIES PRIVATE LIMITED

....Petitioner/ the Second Transferor Company

AND
FLAIR PENS AND STATIONERY INDUSTRIES PRIVATE LIMITED

....Petitioner/ the Three Transferor Company

• AND
FLAIR PEN AND PLASTIC (UK) PRIVATE LIMITED

....Petitioner/ the Fourth Transferor Company

AND
FLAIR IMPEX INDUSTRIES PRIVATE LIMITED

....Petitioner/ the Fifth Transferor Company

AND
FLAIR WRITING INDUSTRIES PRIVATE LIMITED
....Petitioner/ the Transferee Company

Order delivered on 15th March, 2018

Coram:

Hon'ble Shri B.S.V. Prakash Kumar, Member (Judicial)

Hon'ble Shri Ravikumar Duraisamy, Member (Technical)

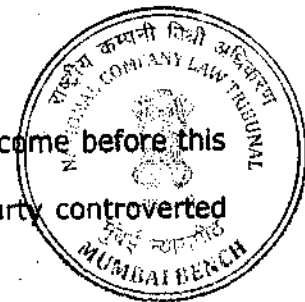
For the Petitioner(s): Mr. Rajesh Shah with Mr. Ahmed M Chunawala
I/b M/s. Rajesh Shah & Co., Advocate for the
Petitioner.

For Regional Director: Mr. Ramakantha, Joint Director
For Registrar of Companies: Mr. Salim Patel, officer from ROC
For Official Liquidator: Mr. Santosh Dalvi, officer of the OL

Per: B.S.V. Prakash Kumar, Member (Judicial)

ORDER

1. Heard learned counsel for parties. No objector has come before this Tribunal to oppose the Scheme and nor has any party controverted



any averments made in the Petitions to the Scheme of Amalgamation of FLAIR PEN AND PLASTIC INDUSTRIES PRIVATE LIMITED, the First Transferor Company and FLAIR STATIONERIES PRIVATE LIMITED, the Second Transferor Company and FLAIR PENS AND STATIONERY INDUSTRIES PRIVATE LIMITED, the Third Transferor Company and FLAIR PEN AND PLASTIC (UK) PRIVATE LIMITED, the Fourth Transferor Company and FLAIR IMPEX INDUSTRIES PRIVATE LIMITED, the Fifth Transferor Company with FLAIR WRITING INDUSTRIES PRIVATE LIMITED, the Transferee Company.

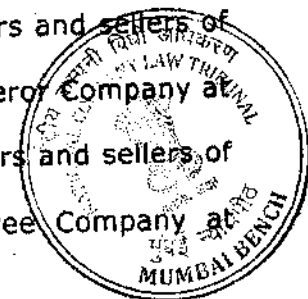
2. The sanction of the Tribunal is sought under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 to a Scheme of Amalgamation of FLAIR PEN AND PLASTIC INDUSTRIES PRIVATE LIMITED, the First Transferor Company and FLAIR STATIONERIES PRIVATE LIMITED, the Second Transferor Company and FLAIR PENS AND STATIONERY INDUSTRIES PRIVATE LIMITED, the Third Transferor Company and FLAIR PEN AND PLASTIC (UK) PRIVATE LIMITED, the Fourth Transferor Company and FLAIR IMPEX INDUSTRIES PRIVATE LIMITED, the Fifth Transferor Company with FLAIR WRITING INDUSTRIES PRIVATE LIMITED, the Transferee Company.

3. The Petitioner Companies have approved the said Scheme of Amalgamation by passing the Board Resolutions on 1st December, 2017 (which are Annexed to the respective Company Scheme Petitions)

AND



4. The Learned Advocate appearing on behalf of the Petitioners states that the Petitions have been filed in consonance with the Order passed in their Company Scheme Application Nos. 33 of 2018; 35 of 2018; 38 of 2018; 37 of 2018; 34 of 2018 and 36 of 2018 of the National Company Law Tribunal.
5. The Learned Advocate appearing on behalf of the Petitioners further states that the Petitioner Companies have complied with all requirements as per directions of the National Company Law Tribunal, Mumbai Bench and they have filed the affidavit proving service dated 8th day of March, 2018 for the compliance in the National Company Law Tribunal, Mumbai Bench. Moreover, Petitioner Companies undertake to comply with all the statutory requirements if any, as required under the Companies Act, 2013 and the Rules made there under whichever is applicable. The said undertaking is accepted.
6. The Learned Counsel for the Petitioners states that the First Transferor Company at present is carrying on business as Manufacturers and sellers of writing and allied products and the Second Transferor Company at present is carrying on business as Manufacturers and sellers of writing and allied products and the Third Transferor Company at present is carrying on business as Manufacturers and sellers of writing and allied products and the Fourth Transferor Company at present is carrying on business as Manufacturers and sellers of writing and allied products and the Fifth Transferor Company at present is carrying on business as Manufacturers and sellers of writing and allied products and the Transferee Company at



present is carrying on business as Manufacturers and sellers of writing and allied products. All the companies are under the same management and the shareholding are owned and controlled by same promoters and that the management is of the opinion that the merger arrangement will lead to synergies of operations and more particularly the following benefits which accrues are that all the Companies are under same Management and it would be advantageous to combine the activities and operations in a single Company and that the amalgamation would provide synergistic linkages besides economies in costs by combining the total business functions and the related activities and operations and thus contribute to the profitability of the amalgamated Company and that the amalgamation will enable the Transferee Company to consolidate the businesses and lead to synergies in operation and create a stronger financial base and it would be advantageous to combine the activities and operations of all companies into a single Company for synergistic linkages and the benefit of combined financial resources and this will be reflected in the profitability of the Transferee Company and that this Scheme of amalgamation would result in merger in the nature of Pooling of Interest as per the paragraphs 33 to 35 of the Accounting Standard 14 on Accounting, for Amalgamations issued by the Institute of Chartered Accountants of India and thus on consolidation of business of all the Transferor Companies and the Transferee Company in one entity, all the shareholders of the merged entity will be



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benefited by result of the amalgamation of Business and availability of a common operating platform and that the Amalgamation of the Transferor Companies with the Transferee Company will also provide an opportunity to leverage combined assets and build a stronger sustainable business and specifically, the merger will enable optimal utilization of existing resources and provide an opportunity to fully leverage strong assets, capabilities, experience, expertise and infrastructure of all the companies. The merged entity will also have sufficient funds required for meeting its long term capital needs as provided for in the scheme and that the Scheme of amalgamation will result in cost saving for all the companies as they are capitalizing on each others core competency and resources which are expected to result in stability of operations, cost savings and higher profitability levels for the Amalgamated Company

7. The Regional Director has filed a Report on 27th day of February, 2018 stating therein, save and except as stated in paragraph IV, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph IV of the said Report, the Regional Director has stated that:-

"IV. The observations of the Regional Director on the proposed Scheme to be considered by the Hon'ble NCLT are as under:

- a. Petitioner companies have not informed the Regional Director regarding admission of petition before the Hon'ble Tribunal
- b. Petitioner Companies shall comply with provisions of section 232(3)(i) read with rules also file requisite forms with Registrar of Companies.

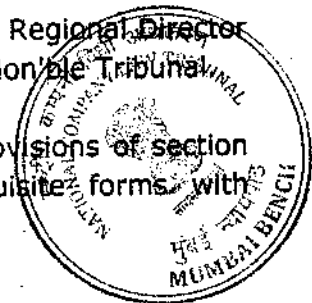


benefited by result of the amalgamation of Business and availability of a common operating platform and that the Amalgamation of the Transferor Companies with the Transferee Company will also provide an opportunity to leverage combined assets and build a stronger sustainable business and specifically, the merger will enable optimal utilization of existing resources and provide an opportunity to fully leverage strong assets, capabilities, experience, expertise and infrastructure of all the companies. The merged entity will also have sufficient funds required for meeting its long term capital needs as provided for in the scheme and that the Scheme of amalgamation will result in cost saving for all the companies as they are capitalizing on each others core competency and resources which are expected to result in stability of operations, cost savings and higher profitability levels for the Amalgamated Company

7. The Regional Director has filed a Report on 27th day of February, 2018 stating therein, save and except as stated in paragraph IV, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph IV of the said Report, the Regional Director has stated that:-

"IV. The observations of the Regional Director on the proposed Scheme to be considered by the Hon'ble NCLT are as under:

- a. Petitioner companies have not informed the Regional Director regarding admission of petition before the Hon'ble Tribunal
- b. Petitioner Companies shall comply with provisions of section 232(3)(i) read with rules also file requisite forms with Registrar of Companies.



c. The petitioner under Section 230(5) of the Companies Act, 2013 have to serve notice to the applicable regulatory if likely to be affected by Compromise or Arrangement. Further, the approval of the scheme by this Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such Authorities is binding on the petitioner company

8. So far as the observation in paragraph IV (a) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Companies submits that they have submitted the copy of the admitted Petition to the office of the Regional Director.
9. So far as the observation in paragraph IV (b) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Companies submits that the Petitioner Companies shall comply with provisions of section 232(3)(i) of the Companies Act, 2013 read with rules and also file requisite forms with Registrar of Companies.
10. So far as the observation in paragraph IV (c) of the Report of the Regional Director is concerned, the Learned Counsel for the Petitioner Companies submits that the approval of the scheme by this Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme and that the decision of such Authorities is binding on the petitioner companies.
11. The observations made by the Regional Director have been explained by the Petitioner Companies in Para 8 to 10 above. The clarifications and undertakings given by the Petitioner Companies are accepted by the Tribunal.



12. The Official Liquidator has filed his report on 3rd January, 2018 in the Company Scheme Petition Nos. 33 of 2018; 35 of 2018; 38 of 2018; 37 of 2018 and 34 of 2018 inter alia, stating therein that the affairs of the Transferor Companies have been conducted in a proper manner and that the Transferor Companies may be ordered to be dissolved by this Tribunal.
13. From the material on record, the Scheme appears to be fair and reasonable and is not contrary to public policy.
14. Since all the requisite statutory compliances have been fulfilled, Company Petition Nos. 33 of 2018; 35 of 2018; 38 of 2018; 37 of 2018 and 34 of 2018 is made absolute in terms of prayers clause (a) to (d) and 36 of 2018 is made absolute in terms of prayer clauses (a) to (c).
15. Petitioners are directed to lodge a copy of this Order along with a copy of the Scheme of Amalgamation with the concerned Registrar of Companies, electronically along with E-Form INC-28, in addition to physical copy, as per the relevant provisions of the Companies Act 2013.
16. The Petitioner Companies to lodge a copy of this Order and the Scheme duly certified by the Deputy Director or Assistant Registrar, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable within 60 days from the date of receipt of the certified copy of the order, if any.



17. The Petitioner Companies are directed to issue newspaper publication with respect to approval of Scheme of Amalgamation, in the same newspapers in which previous publications were issued in order to ensure transparency/ dissemination of complete information to all concerned parties about the approval granted by the Tribunal for the Scheme as proposed.
18. The Petitioners Companies are further directed to take all consequential and statutory steps required in pursuance of the approved Scheme of Amalgamation under the provisions of the Act.
19. The Petitioner Companies to pay costs of Rs.25,000/- each to the Regional Director, Western Region, Mumbai and the Petitioner in the Company Petition Nos. 33 of 2018; 35 of 2018; 38 of 2018; 37 of 2018 and 34 of 2018 to pay costs of Rs.25,000/- to the Official Liquidator, High Court, Bombay. Cost to be paid within four weeks from the date of receipt of the certified copy Order.
20. All concerned regulatory authorities to act on a copy of this Order along with Scheme duly authenticated by the Deputy Director or Assistant Registrar, National Company Law Tribunal, Mumbai.

Sd/-


Ravikumar Duraisamy
Member (Technical)

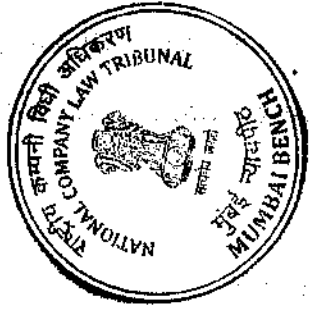
Sd/-

B.S.V. Prakash Kumar
Member (Judicial)



Certified True Copy
Date of Application 10/3/2018
Number of Pages 9
Fee paid Rs. 45
Applicant called for collection copy on 3/4/2018
Copy prepared on 5/4/2018
Copy issued on 5/4/2018


Deputy Director
National Company Law Tribunal, Mumbai Bench



SCHEME OF AMALGAMATION

OF

FLAIR PEN AND PLASTIC INDUSTRIES PRIVATE LIMITED

(The First Transferor Company)

AND

FLAIR STATIONERIES PRIVATE LIMITED

(The Second Transferor Company)

AND

FLAIR PENS AND STATIONERY INDUSTRIES PRIVATE LIMITED

(The Third Transferor Company)

AND

FLAIR PEN AND PLASTIC (UK) PRIVATE LIMITED

(The Fourth Transferor Company)

AND

FLAIR IMPEX INDUSTRIES PRIVATE LIMITED

(The Fifth Transferor Company)

WITH

FLAIR WRITING INDUSTRIES PRIVATE LIMITED

(The Transferee Company)

1. PREAMBLE



This Scheme of Amalgamation is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 & the Rules framed thereunder including any statutory modifications or re-enactments thereof, if any, for the amalgamation of FLAIR PEN AND PLASTIC INDUSTRIES PRIVATE LIMITED, (hereinafter referred to as "The First Transferor Company") and FLAIR STATIONERIES PRIVATE LIMITED, (hereinafter referred to as "The Second Transferor Company") and FLAIR PENS AND STATIONERY INDUSTRIES PRIVATE LIMITED, (hereinafter referred to as "The Third Transferor Company") and FLAIR PEN AND PLASTIC (UK) PRIVATE LIMITED, (hereinafter referred to as "The Fourth Transferor Company") and FLAIR IMPEX INDUSTRIES PRIVATE LIMITED, (hereinafter referred to as "The Fifth Transferor Company") with FLAIR WRITING INDUSTRIES PRIVATE LIMITED, (hereinafter referred to as "The Transferee Company") and in compliance with the conditions relating to "Amalgamation" as specified u/s 2(1B) of the Income Tax Act, 1961 and the same is divided into the following parts :

Part A - deals with Definitions and Share Capital;

Part B - deals with Amalgamation of FLAIR PEN AND PLASTIC INDUSTRIES PRIVATE LIMITED and FLAIR STATIONERIES PRIVATE LIMITED and FLAIR PENS AND STATIONERY INDUSTRIES PRIVATE LIMITED and FLAIR PEN AND PLASTIC (UK) PRIVATE LIMITED and FLAIR IMPEX INDUSTRIES PRIVATE LIMITED with FLAIR WRITING INDUSTRIES PRIVATE LIMITED.

Part C - deals with General Clauses, Terms and Conditions.

2. RATIONALE FOR THE SCHEME OF AMALGAMATION



- 2.1 The amalgamation will enable the Transferee Company to consolidate the businesses and lead to synergies in operation and create a stronger financial base.
- 2.2 It would be advantageous to combine the activities and operations of all companies into a single Company for synergistic linkages and the benefit of combined financial resources. This will be reflected in the profitability of the Transferee Company.
- 2.3 This Scheme of amalgamation would result in merger in the nature of Pooling of Interest as per the paragraphs 33 to 35 of the Accounting Standard 14 on Accounting for Amalgamations issued by the Institute of Chartered Accountants of India and thus on consolidation of business of all the Transferor Companies and the Transferee Company in one entity, all the shareholders of the merged entity will be benefited by result of the amalgamation of Business and availability of a common operating platform.
- 2.4 The Amalgamation of the Transferor Companies with the Transferee Company will also provide an opportunity to leverage combined assets and build a stronger sustainable business. Specifically, the merger will enable optimal utilization of existing resources and provide an opportunity to fully leverage strong assets, capabilities, experience, expertise and infrastructure of all the companies. The merged entity will also have sufficient funds required for meeting its long term capital needs as provided for in the scheme.
- 2.5 The Scheme of amalgamation will result in cost saving for all the companies as they are capitalizing on each others core competency and resources which are expected to result in stability of



operations, cost savings and higher profitability levels for the Amalgamated Company.

PART A – DEFINITIONS AND SHARE CAPITAL

3. DEFINITIONS

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

3.1 **FLAIR PEN AND PLASTIC INDUSTRIES PRIVATE LIMITED,** (hereinafter referred to as “The First Transferor Company”) means a company incorporated under the Companies Act, 2013, and having its Registered Office situated at 63 B C, 1st Floor, Government Industrial Estate, Charkop, Kandivali (West), Mumbai – 400 067.

3.2 **FLAIR STATIONERIES PRIVATE LIMITED,** (hereinafter referred to as “The Second Transferor Company”) means a company incorporated under the Companies Act, 2013, and having its Registered Office situated at Plot - 63 B-C, Government Industrial Estate, Charkop, Kandivali WEST, Mumbai – 400 067.

3.3 **FLAIR PENS AND STATIONERY INDUSTRIES PRIVATE LIMITED,** (hereinafter referred to as “The Third Transferor Company”) means a company incorporated under the Companies Act, 2013, and having its Registered Office situated at 63 B/C, Government Industrial Estate, Charkop, Kandivali (WEST), Mumbai – 400 067.

3.4 **FLAIR PEN AND PLASTIC (UK) PRIVATE LIMITED,** (hereinafter referred to as “The Fourth Transferor Company”) means a company incorporated under the Companies Act, 2013, and



having its Registered Office situated at 63 B/C, Government Industrial Estate, Charkop, Kandivali (WEST), Mumbai – 400 067.

3.5 FLAIR IMPEX INDUSTRIES PRIVATE LIMITED, (hereinafter referred to as “The Fifth Transferor Company”) means a company incorporated under the Companies Act, 2013, and having its Registered Office situated at Plot No. 63 B/C, Government Industrial Estate, Charkop, Kandivali (W), Mumbai – 400 067.

3.6 FLAIR WRITING INDUSTRIES PRIVATE LIMITED, (hereinafter referred to as “The Transferee Company”) means a company incorporated under the Companies Act, 2013, and having its Registered Office situated at 63 B/C, Government Industrial Estate, Charkop, Kandivali West, Mumbai – 400 067.

3.7 “Act” means the applicable provisions of the Companies Act, 2013 and the Rules framed thereunder in force from time to time.

3.8 “The Appointed Date” means 1st April, 2017 or such other date as the National Company Law Tribunal (Tribunal) or other competent authority may otherwise direct/ fix.

3.9 “Tribunal” shall for the purpose of this Scheme, mean the National Company Law Tribunal (Tribunal) and the expression shall include the powers vested in the National Company Law Tribunal including Bench constituted under the provisions of the Act as applicable to the Scheme.

3.10 “The Transferor Companies” collectively mean and include FLAIR PEN AND PLASTIC INDUSTRIES PRIVATE LIMITED
FLAIR STATIONERIES PRIVATE LIMITED and FLAIR PENS
AND STATIONERY INDUSTRIES PRIVATE LIMITED and



FLAIR PEN AND PLASTIC (UK) PRIVATE LIMITED and
FLAIR IMPEX INDUSTRIES PRIVATE LIMITED.

3.11 "Undertakings" shall mean and include:

- (a) All the assets and properties and the entire business of the Transferor Companies as on the Appointed Date, (hereinafter referred to as "the said assets")
- (b) All the debts, liabilities, contingent liabilities, duties, obligations and guarantees of the Transferor Companies as on the Appointed Date (hereinafter referred to as "the said liabilities")
- (c) Without prejudice to the generality of sub-clause (a) above, the Undertakings of the Transferor Companies shall include all the Transferor Companies' reserves, movable and the immovable properties, all other assets including investments in shares, debentures, bonds and other securities, claims, loans and advances, deposits, ownership rights, lease-hold rights, tenancy rights, occupancy rights, hire purchase contracts, leased assets, lending contracts, revisions, powers, permits, authorities, licenses, consents, approvals, municipal permissions, industrial and other licenses, permits, authorisations, quota rights, registrations, import/ export licenses, bids, tenders, letter of intent, connections for water, electricity and drainage, sanctions, consents, product registrations, quota rights, allotments, approvals, freehold land, buildings, factory buildings, plant & machinery, electrical installations and equipments, furniture and fittings, laboratory equipments, office equipments, effluent treatment plants, tube wells, software packages, vehicles and contracts,



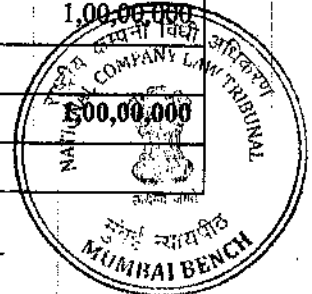
engagements, titles, interest, benefits, allocations, exemptions, concessions, remissions, subsidies, tax deferrals, tax benefits, tax deductions, tax exemptions, MAT/AMT credits under Income Tax Act, 1961, copyrights, brands, tenancy rights, trademarks, brand names, patents, logos and other industrial and intellectual properties, duty drawback claims, advance licenses, licenses, insurance claim(s), import quotas, telephones, telex, facsimile, websites, e-mail connections, networking facilities and other communication facilities and equipments, investments, rights and benefits of all agreements and all other interests, rights and power of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals and all necessary records, files, papers, process information, data catalogues and all books of accounts, documents and records relating thereof.

3.12 "The Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) approved or imposed or directed by the National Company Law Tribunal (Tribunal).

4. SHARE CAPITAL

4.1 The Share Capital of the First Transferor Company as at 31st March, 2017 is as under.

Particulars	Amount in (Rs.)
Authorised Capital	
10,00,000 Equity Shares of Rs.10/- each.	1,00,00,000
Total	1,00,00,000



Issued, Subscribed and Paid-up	
10,00,000 Equity Shares of Rs. 10/- each fully paid-up.	1,00,00,000
Total	1,00,00,000

4.2 The Share Capital of the Second Transferor Company as at 31st March, 2017 is as under.

Particulars	Amount in (Rs.)
Authorised Capital	
1,00,000 Equity Shares of Rs.10/- each	10,00,000
Total	10,00,000
Issued, Subscribed and Paid-up	
1,00,000 Equity Shares of Rs.10/- each fully paid-up	10,00,000
Total	10,00,000

4.3 The Share Capital of the Third Transferor Company as at 31st March, 2017 is as under.

Particulars	Amount in (Rs.)
Authorised Capital	
10,00,000 Equity Shares of Rs.10/-each	1,00,00,000
Total	1,00,00,000
Issued, Subscribed and Paid-up	
10,00,000 Equity Shares of Rs.10/- each fully paid-up	1,00,00,000
Total	1,00,00,000

4.4 The Share Capital of the Fourth Transferor Company as at 31st March, 2017 is as under.

Particulars	Amount in (Rs.)
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Authorised Capital	
5,00,000 Equity Shares of Rs. 10/- each.	50,00,000
Total	50,00,000
Issued, Subscribed and Paid-up	
5,00,000 Equity Shares of Rs. 10/- each fully paid up	50,00,000
Total	50,00,000

4.5 The Share Capital of the Fifth Transferor Company as at 31st March, 2017 is as under:

Particulars	Amount in (Rs.)
Authorised Capital	
1,00,000 Equity Shares of Rs. 10/- each.	10,00,000
Total	10,00,000
Issued, Subscribed and Paid-up	
1,00,000 Equity Shares of Rs. 10/- each fully paid up	10,00,000
Total	10,00,000

4.6 The Share Capital of the Transferee Company as at 31st March, 2017 is as under:

Particulars	Amount in (Rs.)
Authorised Capital	
2,00,000 Equity Shares of Rs. 10/- each.	20,00,000
Total	20,00,000
Issued, Subscribed and Paid-up	
2,00,000 Equity Shares of Rs. 10/- each fully paid up	20,00,000
Total	20,00,000



Subsequent to 31st March, 2017 there is change in Share Capital as on 30th November, 2017 of the Transferee Company which is as follows:

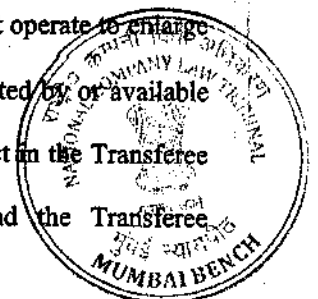
Particulars	Amount in (Rs.)
Authorised Capital	
2,20,000 Equity Shares of Rs. 10/- each.	22,00,000
Total	22,00,000
Issued, Subscribed and Paid-up	
2,18,400 Equity Shares of Rs. 10/- each fully paid up	21,84,000
Total	21,84,000

PART-B - AMALGAMATION OF TRANSFEROR COMPANIES WITH THE TRANSFEE COMPANY

5. TRANSFER AND VESTING OF UNDERTAKINGS

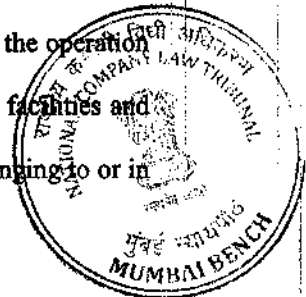
5.1 With effect from the opening of the business as on the Appointed Date (i.e. 1st April, 2017) and subject to the provisions of this Scheme, the entire Undertakings of the Transferor Companies including the assets and liabilities as on the Appointed Date, shall pursuant to Section 230 to 232 and other applicable provisions of the Act, without any further act, instrument or deed, be and shall stand transferred to and vested in and/or deemed to have been transferred to and vested in the Transferee Company as a going concern subject, however, to all charges, liens, mortgages, if any, then affecting the same or any part thereof.

PROVIDED ALWAYS that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Companies and which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee



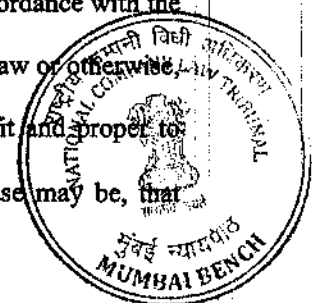
Company shall not be obliged to create any further or additional security after the amalgamation has become effective or otherwise unless specifically provided hereinafter.

5.2 The entire business of the Transferor Companies as going concerns and all the properties whether movable or immovable, real or personal, corporeal or incorporeal, present or contingent including but without being limited to all assets, authorized capital, fixed assets, capital work-in-progress, current assets and debtors, investments, rights, claims and powers, authorities, allotments, approvals and consents, reserves, provisions, permits, ownerships rights, lease, tenancy rights, occupancy rights, incentives, claims, rehabilitation schemes, funds, quota rights, import quotas, licenses, registrations, contracts, engagements, arrangements, tax benefits, tax deductions, tax exemptions, MAT/ AMT credits under Income Tax Act, 1961, duty drawback claims, advance licenses, licenses, insurance claim(s), brands, logos, patents, brand names, trade names, trade marks, copy rights, all other intellectual property rights, other intangibles of the Transferor Companies whether registered or unregistered or any variation thereof as a part of its name or in a style of business otherwise, other industrial rights and licenses in respect thereof, lease, tenancy rights, flats, telephones, telexes, facsimile connections, e-mail connections, internet connections, websites, installations and utilities, benefits of agreements and arrangements, powers, authorities, permits, allotments, approvals, permissions, sanctions, consents, privileges, liberties, easements, other assets, special status and other benefits that have accrued or which may accrue to the Transferor Companies on and from the Appointed Date and prior to the Effective Date in connection with or in relation to the operation of the undertaking and all the rights, titles, interests, benefits, facilities and advantages of whatsoever nature and where ever situated belonging to or in



the possession of or granted in favour of or enjoyed by the Transferor Companies as on the Appointed Date and prior to the Effective Date shall, pursuant to the provision of Section 230 to 232 of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company.

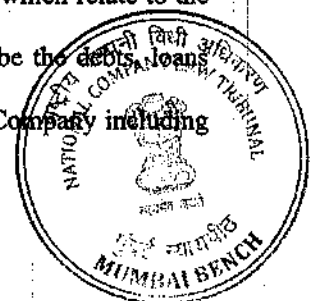
- a. With effect from the Appointed Date, all the equity shares, debentures, bonds, notes or other securities held by the Transferor Companies, whether convertible into equity or not and whether quoted or not shall, without any further act or deed, be and stand transferred to the Transferee Company as also all the movable assets including cash in hand, if any, of the Transferor Companies shall be capable of passing by manual delivery or by endorsement and delivery, as the case may be, to the Transferee Company to the end and intent that the property therein passes to the Transferee Company on such manual delivery or by endorsement and delivery.
- b. In respect of movable properties of the Transferor Companies other than specified in Clause 5.2 (a) above, including sundry debtors, outstanding loans and advances, if any recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi government, local and other authorities and bodies, the Transferee 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, give notice in such form as it may deem fit and proper to each person, debtor or depositor, as the case may be, that



pursuant to the High Court having sanctioned the Scheme, the said debts, loans, advances or deposits be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Companies to recover or realize all such debts, deposits and advances (including the debts payable by such persons, debtor or deposit to the Transferor Companies) stands transferred and assigned to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.

5.3 With effect from the Appointed Date, all the debts, unsecured debts, liabilities, duties and obligations of every kind, nature and description of the Transferor Companies shall also under the applicable provisions of the Act, without any further act or deed be transferred to or be deemed to be transferred to the Transferee Company so as to become as and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to the contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this clause.

5.4 It is clarified that all debts, loans and liabilities, duties and obligations of the Transferor Companies as on the Appointed Date and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or upto the day of the Appointed Date shall be the debts, loans and liabilities, duties and obligations of the Transferee Company including



any encumbrance on the assets of the Transferor Companies or on any income earned from those assets.

5.5 It is further specifically clarified, admitted, assured and declared by the Transferee Company that on this Scheme becoming effective, it will take over, absorb and pay and discharge on due dates all the liabilities including liabilities for income tax, central sales tax, value-added tax, service tax, excise duty, custom duty, goods and service tax, dividend distribution tax, if any, of the Transferor Companies.

5.6 With effect from the Appointed Date all debts, liabilities, dues, duties and obligations including all income tax, central sales tax, value added tax, service tax, excise duty, custom duty, goods and service tax, dividend distribution tax and other Government and Semi-Government and Statutory liabilities of the Transferor Companies shall pursuant to the applicable provisions of the Act and without any further act or deed be also transferred or be deemed to be transferred to and vest in and be assumed by the Transferee Company so as to become as from the Appointed Date the debts, liabilities, duties and obligations of Transferee Company on the same terms and conditions as were applicable to the Transferor Companies.

6. CONTRACTS, BONDS AND OTHER INSTRUMENTS

Subject to other provisions contained in the Scheme, all contracts, bonds, indentures and other instruments to which the Transferor Companies are parties subsisting or having effect immediately before the Effective Date shall remain in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and as effectually as if, instead of the Transferor Companies, the Transferee Company had been a party thereto.



7. LEGAL PROCEEDINGS

If any, suit, writ petition, appeal, revision or other proceedings (hereinafter called "the Proceedings") by or against the Transferor Companies are pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertakings of the Transferor Companies or of anything contained in the Scheme, but all such Proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Companies as if the Scheme had not been made. On and from the Effective Date, the Transferee Company shall and may initiate any legal proceedings for and on behalf of the Transferor Companies.

8. OPERATIVE DATE OF THE SCHEME

The Scheme set out herein in its present form with or without any modifications(s) approved or imposed or directed by the National Company Law Tribunal or made as per Clause 17 of the Scheme, shall be effective from the date of filling the order in the Registrar of the Companies, Mumbai.

9. TRANSFEROR COMPANIES' STAFF, WORKMEN AND EMPLOYEES

All the staff, workmen and other employees in the service of the Transferor Companies immediately before the transfer of the Undertakings under the Scheme shall become the staff, workmen and employees of the Transferee Company on the basis that :



9.1 Their respective services shall have been continuous and shall not have been interrupted by reason of the transfer of the Undertakings of the Transferor Companies;

9.2 The terms and conditions of service applicable to the said staff, workmen or employees after such transfer shall not in any way be less favorable to them than those applicable to them immediately before the transfer; and

9.3 It is provided that as far as Provident Fund, Gratuity Fund, Superannuation Fund or other special fund, if any, created or existing for the benefit of the staff, workmen and other employees of the Transferor Companies are concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever related to the administration or operation of such funds or in relation to the obligation to make contributions to the said Funds in accordance with the provisions of such Funds as per the terms provided in the respective trust deeds. It is the aim and intent of the Scheme herein that all the rights, duties, powers and obligations of the Transferor Companies in relation to such funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees employed in different units of the Transferor Companies under such Funds and Trusts shall remain fully protected.

10. CONDUCT OF BUSINESS BY TRANSFEROR COMPANIES TILL EFFECTIVE DATE

With effect from the Appointed Date and upto the Effective Date, the Transferor Companies :

10.1 Shall carry on and shall be deemed to be carrying on all their respective business activities and shall stand possessed of their respective properties



and assets for and on account of and in trust for the Transferee Company and all the profits or income accruing or arising to the Transferor Companies and/or any cost, charges, expenditure or losses arising or incurred by them shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or cost, charges, expenditure or losses of the Transferee Company;

10.2 Shall in the ordinary course of their respective business activities, assign, transfer or sell or exchange or dispose of or deal with all or any part of the rights vested with or title and interest in the property, assets, immovable or movable properties including assignment, alienation, charge, mortgage, encumbrance or otherwise deal with the rights, title and interest in the actionable claims, debtors and other assets etc., with the consent of the Transferee Company and such acts or actions would be deemed to have been carried on by the Transferor Companies for and behalf of the Transferee Company and such acts or actions would be enforceable against or in favour of the Transferee Company and all the profits or incomes or losses or expenditure accruing or arising or incurred by the Transferor Companies shall, for all purposes, be treated as the profits or incomes or expenditure or losses of the Transferee Company;

10.3 Hereby undertake to carry on their respective businesses until the Effective Date with reasonable diligence, utmost prudence and shall not, without the written consent of the Transferee Company, alienate, charge or otherwise deal with the said Undertakings or any part thereof except in the ordinary course of the Transferor Companies' business;

10.4 Shall not, without the written consent of the Transferee Company undertake any new business.



10.5 Shall not vary the terms and conditions of the employment of their employees except in the ordinary course of business.

10.6 Pay all statutory dues relating to their respective Undertakings for and on account of the Transferee Company.

11. ISSUE OF SHARES BY THE TRANSFEE COMPANY

11.1 Upon the Scheme becoming finally effective, in consideration of the transfer and vesting of the Undertaking of the First Transferor Company in the Transferee Company in terms of the Scheme, the Transferee Company shall subject to the provisions of the Scheme and without any further application or deed, issue and allot 1 (One) Equity Share of Rs. 10/- (Rupees Ten) each, credited as fully paid-up in the capital of the Transferee Company to all Equity Shareholders of the First Transferor Company whose names appear in the Register of Members, on a record date to be fixed by the Board of the Transferee Company, for every 1 (One) Equity Share of the face value of Rs. 10/- (Rupees Ten) each held by the Shareholders of the First Transferor Company.

11.2 Upon the Scheme becoming finally effective, in consideration of the transfer and vesting of the Undertaking of the Second Transferor Company in the Transferee Company in terms of the Scheme, the Transferee Company shall subject to the provisions of the Scheme and without any further application or deed, issue and allot 1 (One) Equity Share of Rs. 10/- (Rupees Ten) each, credited as fully paid-up in the capital of the Transferee Company to all Equity Shareholders of the Second Transferor Company whose names appear in the Register of Members, on a record date to be fixed by the Board of the Transferee Company for every 1



(One) Equity Share of the face value of Rs. 10/- (Rupees Ten) each held by the Shareholders of the Second Transferor Company

11.3 Upon the Scheme becoming finally effective, in consideration of the transfer and vesting of the Undertaking of the Third Transferor Company in the Transferee Company in terms of the Scheme, the Transferee Company shall subject to the provisions of the Scheme and without any further application or deed, issue and allot 1 (One) Equity Share of Rs. 10/- (Rupees Ten) each, credited as fully paid-up in the capital of the Transferee Company to all Equity Shareholders of the Third Transferor Company whose names appear in the Register of Members, on a record date to be fixed by the Board of the Transferee Company, for every 1 (One) Equity Share of the face value of Rs. 10/- (Rupees Ten) each held by the Shareholders of the Third Transferor Company.

11.4 Upon the Scheme becoming finally effective, in consideration of the transfer and vesting of the Undertaking of the Fourth Transferor Company in the Transferee Company in terms of the Scheme, the Transferee Company shall subject to the provisions of the Scheme and without any further application or deed, issue and allot 1 (One) Equity Shares of Rs. 10/- (Rupees Ten) each, credited as fully paid-up in the capital of the Transferee Company to all Equity Shareholders of the Fourth Transferor Company whose names appear in the Register of Members, on a record date to be fixed by the Board of the Transferee Company, for every 1 (One) Equity Share of the face value of Rs. 10/- (Rupees Ten) each held by the Shareholders of the Fourth Transferor Company.

11.5 Upon the Scheme becoming finally effective, in consideration of the transfer and vesting of the Undertaking of the Fifth Transferor Company in the Transferee Company in terms of the Scheme, the Transferee Company shall subject to the provisions of the Scheme and without any further



application or deed, issue and allot 1 (One) Equity Share of Rs. 10/- (Rupees Ten) each, credited as fully paid-up in the capital of the Transferee Company to all Equity Shareholders of the Fifth Transferor Company whose names appear in the Register of Members, on a record date to be fixed by the Board of the Transferee Company, for every 1 (One) Equity Share of the face value of Rs. 10/- (Rupees Ten) each held by the Shareholders of the Fifth Transferor Company.

11.6 If necessary, the Transferee Company shall, before allotment as aforesaid of the equity shares in terms of the Scheme, increase its authorized capital by the creation of at least such number of equity shares of Rs. 10/- each as may be necessary to satisfy its obligations under the Scheme.

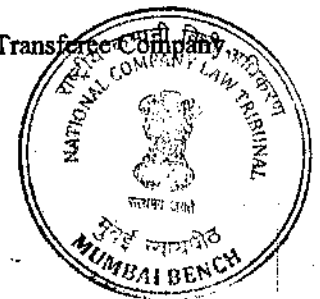
11.7 No fractional shares shall be issued by the Transferee Company and the fractional share entitlements, if any, arising out of the allotment of shares as aforesaid, shall be rounded off to the nearest complete share.

12. PROFITS, DIVIDENDS, BONUS / RIGHTS SHARES

12.1 With effect from the Appointed Date, the Transferor Companies shall not without the prior written consent of the Transferee Company, utilize the profits, if any, for declaring or paying of any dividend to its shareholders and shall also not utilize, adjust or claim adjustment of profits/ reserves, as the case may be earned/ incurred or suffered after the Appointed Date.

12.2 The Transferor Companies shall not after the Appointed Date, issue or allot any further securities, by way of rights or bonus or otherwise without the prior written consent of the Board of Directors of the Transferee Company.

13. ACCOUNTING TREATMENT



- 13.1 The accounting treatment to be given to the amalgamation shall be for Amalgamation in the nature of Merger as given in Accounting Standard 14 issued under the Companies Accounting Standard Rules, 2006 ("AS14").
- 13.2 The Transferee Company shall record all assets and liabilities recorded in the Books of Account of the Transferor Company, which are transferred to and vested in the Transferee Company pursuant to the Scheme at their book values as on the Appointed Date.
- 13.3 If there is a surplus arising as a result of the difference, if any, of the value of the assets over the value of the liabilities of the Transferor Company, in accordance with this Scheme, the same shall be credited to the Capital Reserve Account of the Transferee Company and in the event of deficit, if any, the same shall be debited to the Goodwill Account of the Transferee Company.
- 13.4 Inter-company balances, investments and transactions if any, will stand cancelled;
- 13.5 In case of any differences in the accounting policies between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date of amalgamation will be quantified and adjusted in the Free/General Reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflects the financial position on the basis of consistent accounting policies;

14. COMBINATION OF AUTHORISED CAPITAL

- 14.1 Upon sanction of this Scheme, the authorised share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including therein the payment of stamp duty and fees payable to Registrar of Companies by



the authorised share capital of all the Transferor Companies aggregating to Rs. 2,70,00,000/- (Rupees Two Crore Seventy Lacs Only) comprising of 27,00,000 (Twenty Seven lacs) Equity Shares of Rs. 10/- each and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Sections 13, 14, 61 and 230 to 232 and applicable provisions of the Act, 2013, as the case may be and for this purpose the stamp duties and the fees paid on the authorised capital of the Transferor Companies shall be utilised and applied to the above referred increased authorised share capital of the Transferee Company and no payment of any extra stamp duty and/or fee shall be payable by the Transferee Company for increase in its authorised share capital to that extent.

14.2 Consequent upon the amalgamation, the authorised share capital of the Transferee Company will be as under:

Authorised Capital	Amount in Rs.
29,20,000 Equity Shares of Rs. 10/- each	2,92,00,000
Total	2,92,00,000

It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act.

14.3 Clause II of the Memorandum of Association of the Transferee Company stands amended as follows:



The Authorised Share Capital of the Transferee Company is Rs. 2,92,00,000/- (Rupees Two Crore Ninety Two Lacs Only) comprising of 29,20,000 (Twenty Nine Lacs Twenty Thousand Only) Equity Shares of Rs. 10/- each.

15. DISSOLUTION OF THE TRANSFEROR COMPANIES

On the Scheme becoming effective, the Transferor Companies shall be dissolved without being wound up.

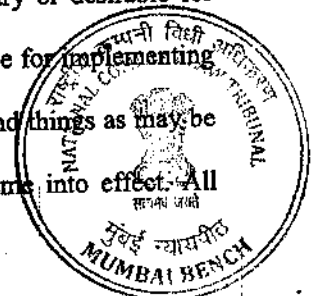
PART-C – GENERAL

16. APPLICATIONS TO NATIONAL COMPANY LAW TRIBUNAL

The Transferor Companies and the Transferee Company herein shall, with all reasonable dispatch, make applications under the applicable provisions of the Act to the National Company Law Tribunal (Tribunal) for sanctioning the Scheme and for dissolution of the Transferor Company without being wound up.

17. MODIFICATIONS/AMENDMENTS TO THE SCHEME

17.1 The Transferor Companies (by their respective Directors) and the Transferee Company (by its Directors) may assent to any modifications or amendments to the Scheme or agree to any terms and/or conditions which the Courts and/or any other authorities under law may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting the Scheme into effect. All



amendments/modification to the Scheme shall be subject to approval of the Tribunal.

17.2 For the purpose of giving effect to the Scheme or to any modification thereof, the Directors of the Transferee Company are hereby authorised to give such directions and/or to be take such steps as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

18. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

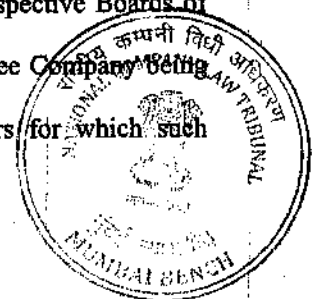
The Scheme is conditional on and subject to:

18.1 The approval to the Scheme by the requisite majorities of the members and creditors of the Transferor Companies and of the members and creditors of the Transferee Company.

18.2 The requisite resolution(s) under the applicable provisions of the said Act being passed by the Shareholders of the Transferee Company for any of the matters provided for or relating to the Scheme, as may be necessary or desirable, including approval to the issue and allotment of Equity Shares in the Transferee Company to the members of the Transferor Companies.

18.3 The sanction of the National Company Law Tribunal (Tribunal) under the applicable provisions of the Act, in favour of the Transferor Company and the Transferee Company and to the necessary Order or Orders under the said Act being obtained.

18.4 Any other sanction or approval of the Appropriate Authorities concerned, as may be considered necessary and appropriate by the respective Boards of Directors of the Transferor Companies and the Transferee Company being obtained and granted in respect of any of the matters for which such sanction or approval is required.



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

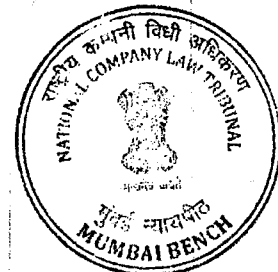
19. EFFECT OF NON RECEIPT OF APPROVALS/ SANCTIONS

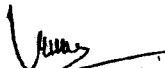
In the event of any approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Boards of Directors of the Transferee Company and the Transferor Companies shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme not being sanctioned by the Hon'ble High Court, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

20. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges, taxes including duties, levies and all other expenses of the Transferor Companies and the Transferee Company respectively in relation to or in connection with the Scheme and of carrying out and implementing/ completing the terms and provisions of the Scheme and/or incidental to the completion of Amalgamation of the said Undertakings of the Transferor Companies in pursuance of the Scheme shall be borne and paid solely by the Transferee Company.

True Copy
Application 16/3/2018
Number of Pages 26
Fee paid Rs. 130
Applicant called for collection copy on 5/4/2018
Copy prepared on 5/4/2018
Copy Issued on 5/4/2018




Deputy Director
National Company Law Tribunal, Mumbai Bench

For FLAIR WRITING INDUSTRIES LIMITED


Director

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH
COMPANY SCHEME PETITION NO. 36 OF 2018

IN

COMPANY SCHEME APPLICATION NO. 1056 OF 2017.

In the matter of the Companies Act, 2013 (18 of 2013)

AND

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and Rules framed there under as in force from time to time;

AND

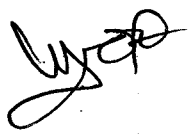
In the matter of Scheme of Amalgamation of FLAIR PEN AND PLASTIC INDUSTRIES PRIVATE LIMITED, the First Transferor Company and FLAIR STATIONERIES PRIVATE LIMITED, the Second Transferor Company and FLAIR PENS AND STATIONERY INDUSTRIES PRIVATE LIMITED, the Third Transferor Company and FLAIR PEN AND PLASTIC (UK) PRIVATE LIMITED, the Fourth Transferor Company and FLAIR IMPEX INDUSTRIES PRIVATE LIMITED, the Fifth Transferor Company with FLAIR WRITING INDUSTRIES PRIVATE LIMITED, the Transferee Company.

FLAIR WRITING INDUSTRIES PRIVATE LIMITED,

... Petitioner Company.

CERTIFIED COPY OF THE MINUTES OF THE ORDER
DATED 15TH MARCH, 2018 ALONG WITH SCHEME
OF AMALGAMATION

For FLAIR WRITING INDUSTRIES LIMITED



Director

M/S. RAJESH SHAH & CO
Advocates for the Petitioner
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30, Nagindas Master Road,
Flora Fountain,
Mumbai-400 001.

