

SCHEME OF AMALGAMATION
OF
INTERNATIONAL MARITIME & ALLIED SERVICES LIMITED
WITH
JSW INFRASTRUCTURE LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS

Under Sections 391 to 394 and other relevant provisions of the Companies Act, 1956

This Scheme of Amalgamation (hereinafter referred to as the 'Scheme') is presented pursuant to Sections 391 to 394 and other applicable provisions of the Companies Act, 1956 for amalgamation of International Maritime & Allied Services Limited ('Transferor Company') with JSW Infrastructure Limited ('Transferee Company').

PART A - GENERAL

1. DEFINITIONS

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

- 1.1 "Act" means the Companies Act, 1956 ("Act") and shall include any statutory modification, re-enactment or amendment thereof for the time being in force.
- 1.2 "Appointed Date" means the 1st day of April, 2014.
- 1.3 "Effective Date" means the last of the dates on which the certified copy of the Orders of the High Court sanctioning the Scheme are filed with the Registrar of Companies, Mumbai.
- 1.4 "High Court" shall mean the High Court of Judicature at Bombay, and shall include the National Company Law Tribunal as applicable.
- 1.5 "IMASL" or "Transferor Company" means International Maritime & Allied Services Limited, a Company incorporated under the Companies Act, 1956, as a public limited company on 22nd June, 2006, having its Registered Office at Saroj Bunglow, at Warangade Mann, Tall - Palghar, Dist Thane - 401501.
- 1.6 "JSW" or "Transferee Company" means JSW Infrastructure Limited, a Company incorporated under the Companies Act, 1956, as a public limited company on 21st April,

2006, having its Registered Office at --JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051.

- 1.7 **"Record Date"** shall mean the date to be fixed by the Board of Directors of the Transferee Company for the purpose of issue of shares in the Transferee Company to the shareholders of the Transferor Company upon merger of the Transferor Company with the Transferee Company.
- 1.8 **"Scheme" or "the Scheme" or "this Scheme"** means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 14 of this Scheme as approved or imposed or directed by the Honourable Jurisdictional High Court.
- 1.9 **"Undertaking"** means the entire business of the Transferor Company and includes (without being limited to) the following:
- 1.9.1 all the assets, whether movable or immovable, leasehold or freehold, current assets, investments, cash and bank balances, tangible or intangible, real or personal, in possession or reversion, present, future or contingent, of whatsoever nature and wheresoever situated, including logos, trademarks, brand name or mark, intellectual property rights and all other claims, estates, interests, powers, properties, rights and titles of every description of, or relating to, the Transferor Company as on the Appointed Date (hereinafter referred to as the "Assets"); and
- 1.9.2 all the debts, duties, liabilities, secured loan, unsecured loan, current liabilities and obligations of every description of, or pertaining to, the Transferor Company as on the Appointed Date, whether provided for or not in the books of account of the Transferor Company and whether disclosed or undisclosed in its balance sheet (hereinafter referred to as the "Liabilities");

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2 SHARE CAPITAL

- 2.1 The authorized, issued, subscribed and paid-up Share Capital of the Transferor Company as on 31st March, 2013 is as under:-

Particulars	(Amount in Rs.)
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Authorized Capital	
10,00,000 Equity Shares of Rs.10/- each	1,00,00,000
Issued, Subscribed and Paid-Up Capital	
50,000 Equity Shares of Rs.10/- each	5,00,000

2.2 As on the date of the Scheme being approved by the Board of Directors the share capital of the Transferor Company is as under:

Particulars	(Amount in Rs.)
Authorized Capital	
10,00,000 Equity Shares of Rs.10/- each	1,00,00,000
Issued, Subscribed and Paid-Up Capital	
1,50,000 Equity Shares of Rs.10/- each	15,00,000



2.3 The authorized, issued, subscribed and paid-up Share Capital of the Transferee Company as on 31 March, 2013 is as under:-

Particulars	(Amount in Rs.)
Authorized Capital	
7,00,00,000 Equity Shares of Rs.10/- each	70,00,00,000
8,00,00,000 preference shares of Rs. 10/- each	80,00,00,000
Issued, Subscribed and Paid-Up Capital	
6,11,35,102 Equity Shares of Rs 10/- each	61,13,51,020
Warrants	
Series A – 894,230 warrants to be converted into one equity share of par value Rs 10/- each by December 9, 2013	

Series B – 894,230 warrants to be converted into one equity share of par value Rs 10/- each by December 9, 2015	
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- 2.4 As on the date of the Scheme being approved by the Board of Directors the share capital of the Transferee Company is as under:

Particulars	(Amount in Rs.)
Authorized Capital	
7,00,00,000 Equity Shares of Rs.10/- each	70,00,00,000
8,00,00,000 preference shares of Rs. 10/- each	80,00,00,000
Issued, Subscribed and Paid-Up Capital	
6,11,35,102 Equity Shares of Rs 10/- each	61,13,51,020
Warrants	
Series B – 894,230 warrants to be converted into one equity share of par value Rs 10/- each by December 9, 2015	

3 DATE WHEN THE SCHEME COMES INTO OPERATION

The Scheme shall come into operation from the Appointed Date, but the same shall become effective on and from the Effective Date.

PART B - AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

4 VESTING OF UNDERTAKING

- 4.1 With effect from the Appointed Date and subject to the provisions of the Scheme, all the assets and properties comprised in the undertaking of the Transferor Company shall, pursuant to the High Court Order under Sections 391 to 394 and other relevant

provisions of the Act and in accordance with Section 2(1B) of the Income Tax Act, 1961 and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, as a going concern, so as to become the assets and properties of the Transferee Company.

4.2 With effect from the Appointed Date, all debts, liabilities, duties and obligations of every kind, nature and description of the Transferor Company, including inter-corporate deposits and contingent liabilities as on the Appointed Date, in the books of accounts of the Transferor Company, and all other liabilities which may accrue or arise after the Appointed Date up to the Effective Date, but which relate to the period on or up to the day of the Appointed Date, shall, pursuant to the Orders of the Jurisdictional High Court or such other competent authority as may be applicable under Section 394 and other applicable provisions of the Act and without any further act or deed, be transferred or 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 loans, creditors and liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.

4.3 This Scheme has been drawn up to comply with the conditions relating to amalgamation as specified under Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the said provisions at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with conditions contained in Section 2(1B) of the Income Tax Act, 1961. Such modification will however not affect other parts of the Scheme.

4.4 In respect of movables including investments, sundry debtors, receivables, bills, credits, loans and advances whether recoverable in cash or in kind or for value to be received, bank balances, instruments, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company).

- 4.5 All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, tax unabsorbed depreciation, accumulated tax business losses, MAT credit, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Sections 391 to 394 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge to be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, tax unabsorbed depreciation, accumulated tax business losses, MAT credit, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable.
- 4.6 Where any of the debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations of the Transferor Company as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.

5 CONSIDERATION

- 5.1 Upon the Scheme becoming finally effective, in consideration of the transfer of and vesting of the said assets and said liabilities of the Transferor Company, in the Transferee Company in terms of this Scheme, the Transferee Company shall, without any further application or deed, issue and allot:

"Five fully paid up equity shares of Rs.10/-(Rupees ten only) each of the Transferee Company for every Twelve equity share of Rs.10/-(Rupees Ten Only) each, held by the shareholders in Transferor Company"

- 5.2 Any fraction arising on issue of equity shares as per clause 5.1 above will be rounded off to the nearest integer.

- 5.3 The issue and allotment of equity shares in the Transferee Company, by the Transferee Company to the shareholders of the Transferor Company as provided in this Scheme is an integral part hereof and shall be deemed to have been carried out without any further act or deed by the Transferee Company as if the procedure laid down under Section 81(1A) of the Act and any other applicable provisions of the Act were duly complied

with. The Transferee Company shall obtain the necessary approval from its shareholders, as required, in terms of this Scheme under and pursuant to provisions of Section 391 to 394 of the Act.

- 5.4 Upon the Scheme coming into effect, the Authorized Share Capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced to the extent required so as to enable it to issue equity shares as per Clause 5.1 (including Rs. 1,00,00,000/- (Rupees One crore Only) of the Transferor Company), and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the Authorized Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 16, Section 31, Section 94 or any other applicable provisions of the Act, would be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the Transferor Company on its Authorized Share Capital shall be utilized and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined Authorized Share Capital and accordingly, the Transferee Company shall be required to pay fees / stamp duty on the authorized share capital so increased excluding increase pertaining to Authorized Share Capital of Transferor Company.

6 STAFF WORKMEN AND EMPLOYEES

- 6.1 On the Scheme becoming operative, all employees of the Transferor Company in service on the Effective Date shall become employees of the Transferee Company on such date without any break or interruption in their service and on terms and condition not less favourable than those subsisting with reference to the Transferor Company as on the said date. The position, rank or designation of the employees would however be decided by the Transferee Company.
- 6.2 The Transferee Company shall abide by the terms and agreements, if any, entered into by the Transferor Company with its employees.
- 6.3 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Funds or Trusts, if any, created or existing for the benefit of the staff and employees of the Transferor Company shall become trusts/funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the

provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company. It is clarified that the services of the staff and employees if any of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds.

7 ACCOUNTING TREATMENT IN BOOKS OF THE TRANSFEEE COMPANY

On the Scheme becoming effective, the Transferee Company shall account for the amalgamation in its books as under:

- 7.1 The Accounting for amalgamation in the books of the Transferee company shall be based on the Purchase Method of accounting as specified in Accounting Standard (AS) 14, Prescribed by the Company Accounting Standard rules, 2006.
- 7.2 As on the Appointed Date, the Transferee Company shall record all the assets and liabilities of the Transferor Company transferred to and vested in the Transferee Company at their fair values.
- 7.3 Inter - company balances and investments (including shares of Transferee Company held by Transferor Company), if any, shall be cancelled. The cancellation of the shares held by the Transferor Company in the Transferee Company shall be effected as an integral part of this Scheme without having to follow the procedure under Sections 100 to 103 of the Act separately and the Order of the High Court sanctioning the Scheme shall be deemed to be also the Order under Section 102 of the Act for the purpose of confirming the reduction. The reduction would not involve either a diminution of liability in respect of unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the Act will not be applicable.
- 7.4 The aggregate excess or deficit of value of the net assets, determined as per Clause 7.2 above after giving effect to the adjustments referred in Clause 7.3 above, over the paid-up value of the shares to be issued and allotted to the shareholders of the Transferor Company pursuant to this Scheme shall be transferred by the Transferee Company to its Capital Reserve Account or Goodwill Account as the case may be.
- 7.5 In case of any differences in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference till the Appointed Date will be quantified and adjusted against Capital Reserve Account or Goodwill Account as the case may be, to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

8 LEGAL PROCEEDINGS

- 8.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company are pending prior to Effective Date, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made. Any amount receivable under the pending suits, actions and proceedings shall solely belong to the Transferee Company. Similarly the Transferee Company will be responsible for discharging the liability in future in pending suits, actions and proceedings.

9 CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 9.1 Subject to the provisions of the Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which the Transferor Company is a party, or the benefit to which the Transferor Company is or may be eligible, subsisting or operative immediately on or before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto from the inception. The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmation or enter into any multipartite agreement, confirmations or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

10 TRANSACTION BETWEEN APPOINTED DATE AND EFFECTIVE DATE

- 10.1 With effect from the Appointed Date and upto and including the Effective Date:
- i) The Transferor Company shall carry on and be deemed to have carried on their business and activities and shall be deemed to have held and stood possessed of

and shall hold and stand possessed of its entire business and undertakings for and on account of and in trust for the Transferee Company. The Transferor Company shall carry on its activities in the ordinary course of business;

- ii) All the profits, taxes such as advance tax, tax deducted at source, minimum alternate tax credit, taxes withheld/paid in foreign country, underlying tax credit, tax sparing, if any, thereon or incomes accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company shall for all purposes be treated and be deemed to be and accrue as the profits, taxes or incomes or expenditure or losses, as the case may be, of the Transferee Company; and
 - iii) The Transferor Company shall carry on their business and activities with reasonable diligence and business prudence and shall not venture into/expand any new businesses, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business without the prior consent of the Transferee Company.
- 10.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.
- 10.3 The transfer of the entire business and undertakings of the Transferor Company to the Transferee Company and the continuance of all contracts or proceedings by or against the Transferor Company shall not affect any contracts or proceedings already concluded by the Transferor Company on or after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds, matters and things done and/or executed by the Transferor Company in regard thereto as having been done or executed on behalf of the Transferee Company.

PART C – OTHER TERMS AND CONDITIONS

11 SCHEME CONDITIONAL ON APPROVAL/SANCTIONS

- 11.1 Approval by requisite majority of the members/creditors of the Transferor Company and the Transferee Company as may be directed by the High Court or any other appropriate authority.

11.2 Certified / authenticated copies of the orders of the High Court, sanctioning the Scheme being filed with the Registrar of Company, Mumbai by the Transferor Company and the Transferee Company.

11.3 All other sanctions and approvals as may be required by law in respect of this Scheme being obtained.

12 WINDING UP OF THE TRANSFEROR COMPANY

12.1 On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up under Section 394 of the Act.

13 APPLICATION TO THE HIGH COURT OR SUCH OTHER APPROPRIATE AUTHORITY

13.1 The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make applications / petitions to the Jurisdictional High Court or any other appropriate authority, for sanction of the Scheme and for dissolution of the Transferor Company without winding up under Sections 391 to 394 of the Act and other applicable provisions of the Act.

14 MODIFICATIONS/AMENDMENTS TO THE SCHEME

14.1 The Transferor Company and the Transferee Company by their respective Board of Directors may make and/or consent to any modifications/ amendments to the Scheme or to any conditions or limitations that the Court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. The aforesaid powers of the Boards of the Transferor Company and the Transferee Company to give effect to the modification/amendments to the Scheme may be exercised by their respective Boards or any person authorized in that behalf by the concerned Boards. The power of the Board to modify / amend the Scheme shall be subject to the approval of the High Court.

14.2 The Transferor Company and the Transferee Company by their respective Board of Directors or any person authorized in that behalf by the concerned Boards shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or order of any other

authority or otherwise however arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

15 EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

15.1 In the event of any of the said sanctions and approvals referred to in Clause 11 not being obtained and/ or the Scheme not being sanctioned by the Jurisdictional High Court or such other competent authority, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and / or in connection with the Scheme.

16 COSTS

16.1 The Transferee Company shall bear and pay all costs, charges, expenses, taxes including duties, levies, etc in connection with the Scheme.

NOTIFIED TRUE COPY
FOR HEMANT SETHI & CO.
Advocate ADVOCATES

TRUE-COPY
22/09/2014
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY