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IN THE HIGH COURT OF DELHI AT NEW DELHI
ORIGINAL COMPANY JURISDICTION

COMPANY PETITION NO. 947 OF 2010

IN

COMPANY APPLICATION (M) NO. 59 OF 2010

For Private Use
N/C
Examiner J. J.
High Court of Delhi

IN THE MATTER OF:

Section 391, 392, 394 and other applicable provisions of the Companies Act, 1956

AND

IN THE MATTER OF:

1. Neolite ZKW Lightings Private Limited
B-24, Mayapuri Industrial Area, Phase- 1,
New Delhi-110064

....Petitioner No.1 Company

2. Neo Metal & Plastics Private Limited
D-4, Rajouri Garden
New Delhi-110027

....Petitioner No.2 Company

MEMO OF PARTIES

1. NEOLITE ZKW LIGHTINGS PRIVATE LIMITED
B-24, Mayapuri Industrial Area, Phase- 1,
New Delhi-110064

.....Petitioner no. 1/ Transferor Company

2. NEO METAL & PLASTICS PRIVATE LIMITED
D-4, Rajouri Garden
New Delhi-110027

.....Petitioner no. 2/Resulting Company

(Transferor Company)

Ganesan
(Anand K Ganesan)

ADVOCATE FOR THE PETITIONER
C-31, Friends Colony (East), New Delhi - 110065
Ph: 9810941482

Dated: 20.5.2010
Place: New Delhi

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Examine & Seal Department
High Court of Delhi
Author: Sanjay K. Singh
20/05/2010



IN THE HIGH COURT OF DELHI

COMPANY PETITION NO. 247/2010

Reserved on 28th September, 2010
Date of pronouncement: 19 November, 2010

In the matter of

The Companies Act, 1956:

And

**Petition under Sections 391 to
394 of the Companies Act, 1956**

Scheme of Arrangement between:

M/s. Neolite ZKW Lightings Private Limited

Petitioner/Transferor
Company

AND

M/s. Neo Metal & Plastics Private Limited

Petitioner/Transferee
Company

**Through Mr. P. Nagesh with
Mr. Anand K. Ganesan, Advocates
for the petitioners
Mr. K. S. Pradhan, Dy. Registrar
of Companies**

SUDERSHAN KUMAR MISRA, J.

1. This joint petition has been filed under Sections 391 to 394 of the Companies Act, 1956 by the petitioner companies seeking sanction of the Scheme of Arrangement between M/s. Neolite ZKW Lightings Private Limited (hereinafter referred to as the transferor company) and M/s. Neo Metal & Plastics Private Limited (hereinafter referred to as the transferee company).

2. The registered offices of the transferor and transferee companies are situated at New Delhi, within the jurisdiction of this court.

3. The transferor company was originally incorporated under the Companies Act, 1956 on 20th October, 1992 with the Registrar of Companies, NCT of Delhi & Haryana at New Delhi under the name and style of Praplasin Industries Private Limited. The company changed its name to Neolite Industries Private Limited after passing the necessary resolution to this effect and obtained the fresh Certificate of Incorporation on 24th August, 2001. The company again changed its name to Neolite ZKW Lightings Private Limited and obtained the fresh Certificate of Incorporation on 8th April, 2008.

4. The transferee company was originally incorporated under the Companies Act, 1956 on 18th June, 2007 with the Registrar of Companies, NCT of Delhi & Haryana at New Delhi under the name and style of Pramod Plastic & Lighting Private Limited. The company changed its name to Neo Metal & Plastics Private Limited after passing the necessary resolution to this effect and obtained the fresh Certificate of Incorporation on 1st February, 2008.

[Handwritten signature and stamp]
Sd/-
Registrar of Companies
NCT of Delhi & Haryana
New Delhi

5. The present authorized share capital of the transferor company is Rs.15,00,00,000/- divided into 15,00,000 equity shares of Rs.100/- each. The issued, subscribed and paid up capital of the company is Rs.12,74,74,400/- divided into 12,74,744 equity shares of Rs.100/- each.

6. The present authorized share capital of the transferee company is Rs.1,00,00,000/- divided into 10,00,000 equity shares of Rs.10/- each. The issued, subscribed and paid up capital of the company is Rs.1,00,000/- divided into 10,000 equity shares of Rs.10/- each.

7. Copies of the Memorandum and Articles of Association of the transferor and transferee companies have been filed on record. The audited balance sheets, as on 31st March, 2009, of the transferor and transferee companies, along with the report of the auditors, have also been filed.

8. A copy of the Scheme of Arrangement has been placed on record and the salient features of the Scheme have been incorporated and detailed in the petition and the accompanying affidavits. It is submitted by the petitioners that the transferor company has entered into a Joint Venture Agreement and Technology Transfer Agreement with M/s. Zizala

Lichtsysteme GmbH, an Australian company who have stipulated that the Joint Venture should be restricted to automobile lighting and they shall not participate in the home lighting part of the transferor company's business. Accordingly, the transferor company has considered it desirable to separate Homelight Division from Autolight Division and proposed that the Homelight Division be demerged and transferred to the transferee company. It is claimed that the demerger of Homelight business into a separate company will provide clear management focus in as much as each company will have a separate management, which can focus on improving shareholders value in each of them.

9. So far as the share exchange ratio is concerned, the Scheme provides that, upon coming into effect of this Scheme, the transferee company shall issue and allot equity shares of the aggregate value of Rs.95,00,000/- to the existing shareholders of the transferor company excluding the Foreign Collaborator comprising of 9,50,000 fully paid up equity shares of Rs.10/- each in proportion to the shares held by such Indian shareholders in the transferor company.

10. It has been submitted by the petitioners that no proceedings under Sections 235 to 251 of the Companies Act,

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Examiner, Judicial Department
High Court, District of
Authorized Officer, Section 70
Indian Evidence Act

1956 are pending against the petitioner companies.

11. The Board of Directors of the transferor company and the transferee company in their separate meetings held on 23rd February, 2010 & 27th February, 2010, respectively, have unanimously approved the proposed Scheme of Arrangement. Copies of the Resolutions passed at the meetings of the Board of Directors of the transferor and transferee companies have been placed on record.

12. The petitioner companies had earlier filed CA (M) No. 59/2010 seeking directions of this court to dispense with the requirement of convening the meetings of the equity shareholders and unsecured creditors of the transferor company and equity shareholders, secured and unsecured creditors of the transferee company and for convening a meeting of secured creditors of the transferor company, which are statutorily required for sanction of the Scheme of Arrangement. Vide order dated 19th April, 2010, this court allowed the application and dispensed with the requirement of convening and holding the meetings of the equity shareholders and unsecured creditors of the transferor and transferee companies and directed convening of the meeting of the secured creditors of the transferor company to consider and, if thought fit, approve, with or without

modification, the proposed Scheme of Arrangement. There is no secured creditor of the transferee company.

13. The Chairperson of the ordered meeting of the secured creditors of the transferor company has filed his report stating that the meeting was duly held on 15th May, 2010, as directed, and that the Scheme of Arrangement has been approved unanimously by the secured creditors of the transferor company, present and voting, in the meeting.

14. The petitioner companies have thereafter filed the present petition seeking sanction of the Scheme of Arrangement. Vide order dated 2nd June, 2010, notice in the petition was directed to be issued to the Regional Director, Northern Region. Citations were also directed to be published in 'Statesman' (English) and 'Jansatta' (Hindi) in terms of the Companies (Court) Rules, 1959. An affidavit has been filed by the petitioners showing compliance regarding publication of citations in the aforesaid newspapers on 1st September, 2010. Copies of the newspaper clippings containing the publications have been filed along with the affidavit.

15. In response to the notices issued in the petition, Dr. Navrang Saini, Regional Director, Northern Region, Ministry, of

Corporate Affairs has filed his report dated 3rd August, 2010. Relying on Clause 17(a) of Part-II of the Scheme, he has stated that, upon sanction of the Scheme of Arrangement, all the employees of the transferor company engaged in the "Home Light Business" shall become the employees of the transferee company without any break or interruption in their services.

16. The Regional Director has further submitted that the transferor company vide letter dated 26.7.2010 had intimated that certain charges are proposed to be transferred from the transferor company to the transferee company. He has further submitted that the name of a company cannot be substituted in the Charge documents as such for satisfaction of charge, the company is required to file Form No. 17. He, therefore, prayed that the petitioner companies may be asked to comply with the relevant provisions of the Companies Act, 1956 for satisfaction and creation of Charge in the transferor company and the transferee company respectively.

17. In response to the above objection, the petitioner companies in their rejoinder have undertaken to file requisite form with the Registrar of Companies regarding the satisfaction of charge in the transferor company and creation of charge in the transferee company. The undertaking given by the

petitioners is accepted and they shall remain bound by the same. In this view of the matter, Mr. Pradhan, Dy. Registrar of Companies, does not press this objection any further. In view thereof, the objection raised by the Regional Director does not survive.

18. No objection has been received to the Scheme of Arrangement from any other party. Learned counsel for the petitioner in his affidavit dated 25th September, 2010 has submitted that neither the petitioner companies nor their counsel have received any objection pursuant to the citations published on 1st September, 2010.

19. In view of the approval accorded by the equity shareholders, secured and unsecured creditors of the petitioner companies to the proposed Scheme of Arrangement, and there being no surviving objection to the same by the Regional Director, Northern Region, there appears to be no impediment to the grant of sanction to the Scheme of Arrangement. Consequently, sanction is hereby granted to the Scheme of Arrangement under Sections 391 and 394 of the Companies Act, 1956. The petitioner companies will comply with the statutory requirements in accordance with law. Certified copy of this order be filed with the Registrar of Companies within five weeks.

It is also clarified that this order will not be construed as an order granting exemption from payment of stamp duty as payable in accordance with law. Upon the sanction becoming effective from the appointed date of Arrangement, that is 1st October, 2007, the 'Home Lighting Division' of the transferor company shall stand merged in the transferee company.

20. The petition is allowed in the above terms.

Dasti.

-Sd/-

SUDERSHAN KUMAR MISRA, J.

November 14 , 2010
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Examined Judicial Officer
High Court of Madras
Authorised to sign Specimen of
Indian Examination roll

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)

IN THE MATTER OF THE COMPANIES ACT, 1956
AND

IN THE MATTER OF SCHEME OF ARRANGEMENT
BETWEEN

COMPANY PETITION NO.247/2010

CONNECTED WITH

COMPANY APPLICATION (M) NO.59/2010

IN THE MATTER OF M/s Neolite ZKW Lightings Pvt. Ltd.

having its Regd. Office at:

B-24, Mayapuri Industrial Area,

Phase-1, New Delhi-110064

...Petitioner/Transferor Company

AND

IN THE MATTER OF M/s Neo Metal & Plastics Pvt. Ltd.

having its Regd. Office at:

D-4, Rajouri Garden,

New Delhi-110027

...Petitioner/Transferee Company

BEFORE HON'BLE MR. JUSTICE SUDERSHAN KUMAR MISRA

DATED THIS THE 19th DAY OF NOVEMBER, 2010

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition came up for hearing on 19/11/2010 for sanction of Scheme of Arrangement proposed to be made between M/s Neolite ZKW Lightings Pvt. Ltd. (hereinafter referred to as Transferor Company) and M/s Neo Metal & Plastics Pvt. Ltd. (hereinafter referred to as Transferee Company). The Court examined the petition; the order dated 19/04/2010, passed in CA(M) 59/2010, whereby the requirement of convening and holding the meetings of the Equity Shareholders and Unsecured Creditors of the Transferor and Transferee Companies was dispensed with; and the meeting of the Secured Creditors of the Transferor Company was ordered to be convened for the purpose of considering and if thought fit approving with or without modification, the Scheme of Arrangement annexed to the affidavit of Sh. Rajesh Jain, Managing Director of the Petitioner Companies, filed on 11th day of March, 2010; there being no Secured Creditors of the Transferee Company and the

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publication in the newspapers namely Statesman (English) and Jansatta (Hindi) dated 23/04/2010 containing the notice of the Petition, the affidavit of Sh. Najmi Waziri, Chairperson filed on 28/04/2010 showing the publication and despatch of the notices convening the said meeting and also the report of the Chairperson as to the result of the said meeting.

The Court also examined the affidavit dated 03/08/2010 of Dr. Navrang Saini, Regional Director, Northern Region, Ministry of Corporate Affairs, Noida on behalf of Central Government submitting that the Transferor Company vide letter dated 26/07/2010 had intimated that certain charges are proposed to be transferred from the Transferor Company to the Transferee Company. It was further submitted that the name of a company cannot be substituted in the Charge documents and as such for satisfaction of charge, the company is required to file Form No.17. It, therefore, prayed that the Petitioner Companies may be asked to comply with the relevant provisions of the Companies Act, 1956 for satisfaction and creation of Charge in the Transferor Company and the Transferee Company respectively. In response thereto, the petitioner companies in their rejoinder undertook to file requisite form with the Registrar of Companies regarding the satisfaction of charge in the Transferor Company and creation of charge in the Transferee Company. The Court accepted the undertaking given by the petitioners and they shall remain bound by the same. In this view of the matter, Mr. Pradhan, Dy. Registrar of Companies, did not press this objection any further. In view thereof, the Court observed that the objection raised by the Regional Director did not survive.

Upon hearing Mr. P. Nagesh with Mr. Anand K. Ganesan, Advocates for the Petitioners and Mr. K. S. Pradhan, Dy. Registrar of Companies in person; and in view of the approval of the Scheme of Arrangement without any modification; by the Equity Shareholders and Unsecured Creditors of the Transferor and Transferee Companies; and there being no investigation proceedings pending in relation to the Petitioner/Transferee Company under Section 235 to 251 of the Companies Act, 1956,



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THIS COURT DOTH HEREBY SANCTION THE SCHEME OF ARRANGEMENT set forth in Schedule-I annexed hereto and Doth hereby declare the same to be binding on all the Shareholders & Creditors of the Petitioner Companies and all concerned and doth approve the said Scheme of Arrangement with effect from the appointed date i.e. 01/10/2007.


AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Home Lighting Division of Transferor Company specified in first, second and third parts of Schedule-II hereto and all other property, right and powers of the Home Lighting Division of Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the Home Lighting Division of Transferor Company therein but subject nevertheless to all charges now affecting the same;
2. That all the liabilities and duties of the Home Lighting Division of Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company;
3. That all the proceedings now pending by or against the Home Lighting Division of Transferor Company be continued by or against the Transferee Company;
4. That the Transferee Company do without further application allot to such members of the Home Lighting Division of Transferor Company as have not given such notice of dissent as is required by Clause 20(a) given in the Scheme of Arrangement herein the shares in the Transferee Company to which they are entitled under the said Arrangement;
5. That the Transferor Company do within five weeks after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration;

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6. That this order will not be construed as an order granting exemption from payment of stamp duty that is payable in accordance with law;
 7. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.




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Examiner Judicial Department
High Court of D. M. M.
Authorised under Section 10
Indian Evidence Act.

"SCHEME OF ARRANGEMENT"

BETWEEN

NEOLITE ZKW LIGHTINGS PRIVATE LIMITED ("NLPL")

AND

NEO METAL & PLASTICS PRIVATE LIMITED ("NMPL")

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

Under section 391 to 394 and other applicable provisions of the
Companies Act, 1956

Bap

For NEO METAL & PLASTICS PVT. LTD.

For Neo Lite ZKW Lightings Pvt. Ltd.

Authorised Signatory

Authorised Signatory

Certified to be True Copy
Judicial Department
of Delhi of
Section 70

1. PREAMBLE

1.1 Messrs NEOLITE ZKW LIGHTINGS PRIVATE LIMITED ("NLPL" or "Transferor Company") is a Private Limited company incorporated under the Companies Act, 1956, and having its Registered Office at B-24 Mayapuri Industrial area Phase-1 New Delhi- 110064, in the National Capital Territory of Delhi.

1.2 Messrs NEO METAL & PLASTICS PRIVATE LIMITED Limited ("NMPL" or "Transferee Company") is a Private Limited company incorporated under the Companies Act, 1956, having its Registered Office at D-4, Rajouri Garden, New Delhi-110027 in the National Capital Territory of Delhi.

1.3 NLPL was incorporated by the name of Praplasin Industries Private Limited vide corporate identity number 50702 dated 20th October 1992 and the name was subsequently changed to Neolite Industries Private Limited on 24th August 2001, which was again changed to Neolite ZKW Lightings Private Limited on 8th April, 2008.

1.4 NLPL has been carrying the business of manufacturers, producers, purchasers, distributors, sellers, exporters, importers of and dealers in domestic and automobile lighting components and accessories of all kinds such as head lamps, tail lamps, indicator lamps, for vehicles and Home Lighting Fixtures of all kinds.

1.5 The business of NLPL comprises of two identifiable divisions namely:

- i). Home Lighting
- ii). Auto Lighting

(hereinafter collectively referred to as "Divisions")

1.6 WHEREAS the Divisions of the Company are engaged in different activities, a brief description of which is as follows:

Certified to be true
Home Lighting
Under Judicial Department
Court of District
Judge Secunderabad
new Act

NEO METAL & PLASTICS PVT. LTD.

For Neolite ZKW Lightings Private Limited

Authorized Signatory

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Home Lighting Division manufactures and exports lighting fixtures (luminaries) which are used in home /commercial establishment like wall lamp, table lamp, desk lamp, floor lamp, pendant lamp, track light, ceiling light etc. All these products are manufactured for customers and mainly inscribed with the brand name of the respective customers and are supplied to their store all over the world including Europe, USA, Canada, Great Britain, Japan, China Taiwan etc. These products have the necessary approvals pertaining to these countries e.g. SEMKO, UL, CSA, CCC etc.

b) **Auto Lighting**

Auto Lighting division manufactures automotive lighting. These comprise of head lamp, tail lamp, corner lamp, side indicators, signal lamps, auxiliary lamps, agriculture work and plough lamps, beacons, new generation lights with HIDS, LEDs, projector lamp, front grills and various plastic and sheet metal automotive components. It widely caters to requirements of domestic and international markets and to prestigious Original Equipment Manufacturers in Automobile sectors. The products are exported to over 85 countries all over the world.

1.7 NLPL has entered into Joint Venture Agreement ("Agreement") and Technology Transfer Agreement, both dated 19th December, 2007 with M/s ZIZALA LICHTSYSTEME GMBH, a company incorporated under the laws of Austria and having its Principal Office at Scheibbs, Strasse 17, Postfach 9, A-3250, Wieselburg, Austria (hereinafter referred to as the 'Foreign Collaborator') for business development and joint venture in the Automobile lighting components business in India and with the specific condition that the Foreign collaboration shall not extend to Home Lighting part of NLPL business and the same shall be segregated and demerged from NLPL for all purposes and that the Foreign Collaborator shall have no participation or otherwise any right, interest or obligation whatsoever in the Home Lighting business.

1.8 NMPL was incorporated under the name and style of "Pramod Plastic and Lighting Private Limited" on 18th June 2007 vide Corporate identity number U25209DL2007PTC164864. The name was subsequently changed to Neo Metal & Plastics Private Limited on 21st February 2008. For Neo Metal & Plastics Pvt. Ltd.

1.9 The Implementation of the segregation of the Home Light business from NLPL and vesting the same in NMPL could not be implemented immediately following the Agreement reached between NLPL, its promoters and the Foreign Collaborator pending the finalization of the decision on the location of the factory premises between NLPL and NMPL.

1.10 NLPL has considered it desirable to separate, Homelight Division from the Auto Lighting Division to enable NLPL to secure the technology and know-how which the foreign Collaborator possesses and further as the separation will facilitate and provide independent growth and expansion of the respective businesses by facilitating greater focus and utilization of resources with the ultimate aim of enhancement of profitability. With this intent in view, it is proposed that Home Lighting division be demerged & transferred into NMPL by NLPL and the other division namely Auto Lighting be retained by NLPL.

1.11 The Board of Directors of both NLPL and NMPL have proposed the present arrangement to satisfy the agreement reached with the Foreign Collaborator which would also result in generation of greater business opportunities, high profits and surpluses and would therefore be in the best interests of the shareholders, creditors and employees of both the companies and would also be in the larger public interest.

1.12 It is intended that the Scheme of Arrangement will provide for separation and vesting in NMPL, a separate Company owned by the Indian promoters of NLPL, of the Home Lighting Division of NLPL from the Auto Lighting Division in a manner that the Foreign Collaborators in NLPL have no interest, investment, benefit or obligation in the Home Lighting business, as per the terms and conditions of the Agreement reached for the Foreign Collaboration.

1.13 The de-merger of the Home Lighting business into a separate company will also provide clear management focus in as much as each company will have a separate management, which can focus on improving shareholder value in each of them. Each company shall be in

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a position to pursue its own growth strategy. As the businesses are expected to require different growth paths keeping the two companies separate, will ensure that each can pursue its own growth strategy.

1.14 NLPL has arrived at an arrangement to demerge its Home Lighting division on a going concern basis to NMPL and both NLPL and NMPL shall make a joint application before the Hon'ble High Court of Delhi at New Delhi under Sections 391 and 394 of the Companies Act, 1956 for sanction of the Scheme of Arrangement given hereunder:-

PART - I

2. DEFINITIONS

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

(i). "Act" means the Companies Act, 1956.

(ii). "Share Entitlement Ratio" means the ratio of allotment of shares pursuant to Article 20 of the Scheme

(iii). "Appointed Date" means 1.10.2007, the date prior to the date of investment by the Foreign Collaboration in the shares of NLPL or such other date as may be agreed to by the Board of Directors of NLPL and NMPL on terms to effectively implement the basic agreement between NILP and the Foreign Collaborator that they will have nothing to do with Home Lighting Business at any time since the inception of their investment in NILP and appointed by the Hon'ble Court.

(iv). "Effective Date" means the date on which the last of the approvals or sanctions specified in Article 29 of the Scheme shall have been obtained and a certified copy of the order of the Hon'ble High Court of Delhi has been filed with the Registrar of Companies, National Capital Territory of Delhi and Haryana as required, under the provisions of the Companies Act, 1956.

(v). "Demerged business" means the entire business carried on by Home Lighting Division and includes the following:-

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Judicial Department
of Delhi of

For NEO METAL & PLASTICS PVT. LTD.

For NeoLife Z&W Lightings Pvt. Ltd.

a). All moveable and immovable assets including Leasehold Land and Building at Special Economic Zone, Noida; tangible and intangible, real and personal, corporeal and incorporeal, in possession or in reversion, present and future, contingent or of whatsoever nature, where-so-ever situated, as on the Appointed Date along with, plant and machinery, capital work in progress, vehicles, equipments, furniture and fittings, sundry debtors, investments, inventories, cash and bank balances, bills of exchange, deposits, loans and advances etc. pertaining to the Home lighting division.

b). All leases or parts thereof, tenancy rights if any and agency, pertaining to the Home Lighting division and all other interests or rights in or arising out of or relating to such properties if any together with all rights, powers, interests, charges, privileges, benefits, entitlements, industrial and other licences (and/or conditions attached thereto), registrations, quotas, trademarks, patents, copyrights, brand names, import quotas, liberties, easements, advantages pertaining to the Home Lighting division, equipment, electricity and other such connections, rights and benefits of all agreements and allotments held by or applied after the appointed date and pertaining to the Home Lighting division of whatsoever kind, nature or description held, applied for or may be obtained thereafter in respect of the Home Lighting division together with the benefit of all contracts and engagements and all books, papers, documents and records, related to the Home Lighting division and all rights, obligations, benefits available under any rules, regulations, statutes including direct and indirect taxes pertaining to the Home Lighting division.

c). All debts, liabilities, loans and obligations, provisions, deposits present and future, contingent or of whatsoever nature, relating to the Home Lighting division all statutory licenses, permissions, approvals, sanctions or consents required to carry on operations.

(vi). "Residuary business" means the entire business of the Auto lighting division which includes the following: -

a). All properties and assets, movable and immovable excluding Leasehold Land and Building at Special Economic Zone, Noida , tangible and intangible, real and personal, corporeal and incorporeal, in possession or in reversion, present and future, contingent or of whatsoever nature, where-so-ever situated, as on the Appointed Date along with land and buildings (excluding Leasehold Land and Building at Special Economic Zone, Noida), plant and machinery, capital work in progress, vehicles, equipments, furniture and fittings, sundry debtors, investments, inventories, cash and bank balances, bills of exchange, deposits, loans and advances etc. of the Auto lighting Division.

b). All leases or parts thereof, tenancy rights and agency and all other interests or rights in or arising out of or relating to such properties together with all rights, powers, interests, charges, privileges, benefits, entitlements, industrial and other licences (and/or conditions attached thereto), registrations, quotas, trademarks, patents, copyrights, brand names, import quotas, liberties, easements, advantages equipment, electricity and other such connections, rights and benefits of all agreements and allotments held by or applied for of whatsoever kind, nature or description held, applied for or may be obtained thereafter together with the benefit of all contracts and engagements and all books, papers, documents and records, and all rights, obligations, benefits available under any rules, regulations, statutes including direct and indirect taxes.

c). All debts, liabilities, loans including related guarantees and obligations, provisions, deposits present and future, contingent or of whatsoever nature.

(vii) "Transferor Company" means Neolite ZKW Lightings Private Limited (NLPL).

(viii). "Transferee Company" means Neo Metal & Plastics Private Limited.

3.1. The Authorised, Issued, Subscribed and Paid up Share capital of the Transferor Company was as under:-

AS AT 01.10.2007

AUTHORISED SHARE CAPITAL	(Amount in Rs.)
3,00,000 Equity Shares of Rs. 100 Each	3,00,00,000
ISSUED SHARE CAPITAL	
2,11,010 Equity Shares of Rs. 100 Each	2,11,01,000
SUBSCRIBED AND PAID UP SHARE CAPITAL	
2,11,010 Equity Shares of Rs. 100 Each	2,11,01,000

AS AT 31.12.2009

AUTHORISED SHARE CAPITAL	(Amount in Rs.)
15,00,000 Equity Shares of Rs. 100 Each	15,00,00,000
ISSUED SHARE CAPITAL	
12,74,744 Equity Shares of Rs. 100 Each	12,74,74,400
SUBSCRIBED AND PAID UP SHARE CAPITAL	
12,74,744 Equity Shares of Rs. 100 Each	12,74,74,400.

3.2 The Shareholding pattern of the Transferor Company on 1st October, 2007, is as follows:

Name of the Shareholders	No. of Shares	% of Shareholding
Sh. Rajesh Jain	1,70,000	80.56%
Mrs Sunder Devi Jain	10	0.01%
Mrs Vaishali Jain	21,000	9.95%
Pramod Chand Jain & Sons (HUF)	20,000	9.48%
Total	2,11,010	100%

The Shareholding pattern of the Transferor Company as on 31.12.2009 is as follows:

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Official Department
18.10.20

For NEO METAL & PLASTICS PVT. LTD.

For Neo Metal & Plastics Pvt. Ltd.

Name of the Shareholders	No. of Shares	% of Shareholdings
Sh. Rajesh Jain	8,69,542	68.21%
Mrs Sunder Devi Jain	10	
Mrs Vaishali Jain	9,452	0.74%
Pramod Chand Jain & Sons (HUF)	9,006	0.71%
Pramod Plastic Industries Private Limited	80,000	6.28%
Zizala Lichtsysteme GMBH	3,06,734	24.06%
Total	12,74,744	100%

3.3 The Authorised, Issued, Subscribed and Paid up share capital of the Transferee Company is as under:-

SHARE CAPITAL

As on 1.10.2007

AUTHORISED SHARE CAPITAL	(Amount in Rs.)
10,00,000 equity shares of Rs.10/- each	1,00,00,000

ISSUED SHARE CAPITAL	
10,000 equity shares of Rs.10/- each	1,00,000

SUBSCRIBED AND PAID UP	
10,000 equity shares of Rs.10/- each	1,00,000

SHARE CAPITAL

As on 31.12.2009

AUTHORISED SHARE CAPITAL	(Amount in Rs.)
10,00,000 equity shares of Rs.10/- each	1,00,00,000

ISSUED SHARE CAPITAL	
10,000 equity shares of Rs.10/- each	1,00,000

SUBSCRIBED AND PAID UP	
10,000 equity shares of Rs.10/- each	1,00,000

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Official Department
of the Ministry of
Corporate Affairs
GOVT. OF INDIA

NEO METAL & PLASTICS PVT. LTD.

For Neo Metal & Plastics Pvt. Ltd.

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3.4 The shareholding pattern of the Transferee Company as on 1st October, 2007, was as follows: -

Name of the Shareholders	No. of Shares	% of Shareholdings
Sh. Rajesh Jain	5,000	50%
Mrs Vaishali Jain	5,000	50%
Total	10,000	100%

The shareholding pattern of the Transferee Company as on 31.12.2009, is as follows: -

Name of the Shareholders	No. of Shares	% of Shareholdings
Sh. Rajesh Jain	5,000	50%
Mrs Vaishali Jain	5,000	50%
Total	10,000	100%

PART-II OF THE SCHEME - DEMERGER

Transfer and Vesting of Demerged Business

4. With effect from the Appointed Date, the whole of the Demerged Business shall, under the provisions of Sections 391, 392, 394 and all other applicable provisions of Companies Act, 1956 and without any further act instrument or deed be and shall stand transferred to and vested in and/or be deemed to have been transferred to and vested in the Transferee Company on a 'going concern' basis, so as to become as and from the Appointed Date the Business of the Transferee Company and there shall be vested in the Transferee Company all the rights, title interest or obligations of the Transferor Company related to the Demerged Business subject to all the existing charges mortgages, liens, encumbrances, if any created/existing in favour of banks and/or financial institutions and/or other lenders.

5. With effect from the Appointed Date, all statutory licenses, permissions, approvals, sanctions or consents required to carry on

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For Neo Metal & Plastics Pvt. Ltd.

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operations in the Demerged Business shall be transferred to/or vested in the Transferee Company without further act or deed and shall be appropriately mutated/transferred by the concerned authorities in favour of the Transferee Company upon the vesting and transfer of the business of the Transferor Company, pursuant to this Scheme. Any certificates, licenses, permissions, consents, approvals, sanctions, authorizations, registrations or statutory rights as are held by the Transferor Company including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Demerged Business shall be deemed to constitute separate licenses, permissions, no-objection certificates, consents, approvals, sanctions, authorizations, registrations or statutory rights, and the relevant or concerned statutory authorities and licensors shall endorse and/or mutate or record the separation, upon the filing of the Scheme as sanctioned with such authorities and licensors after the same becomes effective, so as to facilitate the continuation of operation in the Transferee Company without hindrance from the Appointed date.

6. It is expressly clarified that the movable assets of the Transferor Company pertaining to its Demerged Business, capable of transfer by physical delivery or endorsement shall be so transferred and/or delivered to the Transferee Company to the end and intent that the movable assets shall become the property of the Transferee Company on the Appointed Date. The venue for vesting of all such assets shall by virtue of the provisions of this scheme, be effected under the provisions of Section 394 of the said Act and shall take place at the respective locations.

7. All debts, liabilities and obligations of the Transferor Company relating to the Demerged Business as on the close of business on the date immediately preceding the Appointed Date, whether provided for or not in the books of accounts of the Transferor Company and other liabilities relating to the Demerged Business which may accrue or arise from the Appointed Date, but which relate to the period upon the day immediately preceding the Appointed Date, shall become the debts, liabilities, duties and obligations of the Transferee Company who shall undertake to meet, discharge and satisfy the same to the exclusion of

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the Transferor Company. The Transferee Company undertakes to meet, discharge and satisfy the same and keep the Transferor Company indemnified against all costs, losses, etc. in future in respect of such debts, liabilities and obligations.

Provided always that any reference, in the security documents or arrangements to which the Transferor Company is a party, to the assets of the Transferor Company offered as security for any financial assistance or obligations, shall be construed as a reference to the assets pertaining to the Transferor Company as are not vested in the Transferee Company by virtue of this Scheme. The scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company, which shall vest in the Transferee Company by virtue of the de-merger.

8. The Transferee Company undertakes to deal with the contingent liabilities, if any, which are not transferred to or provided in the balance sheet of Demerged Business as on Appointed Date and keep the Transferor Company indemnified from and against all liabilities, obligations, actions, claims and demands in respect thereof. In the event of any such liability being required to be met and paid by the Transferor Company, the Transferee Company shall deal with all proceedings in respect thereof in consultation with the Transferor Company and shall deal with the same as per the advise of the Transferor Company and at its own cost and the Transferee Company will indemnify and keep indemnified the Transferor Company from and against all liabilities, obligations actions, claims and demands in respect thereof.

9 (a) All legal or other proceedings by or against the Transferor Company, whether pending on the Appointed Date or any matter arising before the Appointed Date, and relating to the Demerged Business including those relating to any property, rights, power,, liability, obligation or duty of the Transferor Company in respect of the Demerged Business shall be contested and enforced by or against the Transferee Company. If any proceedings are instituted against the Transferor Company before the Effective Date, the Transferor

Company will defend the same with due notice to the Transferee Company for indemnification from and against all liabilities, obligations, actions, claims and demands in respect thereof. However, after the Effective Date, the parties hereto shall take appropriate steps to substitute the name of the Transferee Company for that of Transferor Company.

(b) It is clarified that the settlements or compromises in favour of the Transferor Company in respect of all businesses including the Demerged Business shall continue to be enforced by the Transferor Company and any monies paid under the said settlements/compromises shall be divided between the Transferor and Transferee companies depending on the business to which the monies relate, i.e., if to the Demerged Business then to the Transferee Company and if to the Residuary Business then to the Transferor Company.

Transactions between Appointed Date and Effective Date

10. With effect from the Appointed Date and upto and including the Effective Date: -

a). The Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Business and stand possessed of the properties so to be transferred to the Transferee Company for and on account of and in trust for the Transferee Company.

b). All profits accruing to the Transferor Company or losses arising or incurred by it relating to the Demerged Business shall for all purposes, be treated as profits or losses as the case may be of the Transferee Company.

c). The transaction of sale/purchase between the Transferor and Transferee Companies would be on arms' length basis and will be recorded in the books of the Transferor Company in the manner as done presently i.e., in the books of the respective divisions.

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of the ACT

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For TRANSFeree Company: ENVIROTECH PVT. LTD.

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d) Necessary adjustments shall be done by the Transferor Company and the Transferee Company after the confirmation of the Scheme by the Hon'ble High Court of Delhi.

11. After the Effective Date, the Transferor and Transferee Companies at their option will continue to purchase products and/or avail of services from each other on arms length basis for domestic sales and/or export sales.

12. All intellectual property rights in respect of trademarks, copyrights, designs registrations, etc. if any which have been applied for and which relate to the Demerged Business, shall be transferred to the Transferee Company.

13. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, Tax Holidays, Incentives, Concessions and other authorizations pertaining to the Demerged Business shall stands vested in the Transferee Company by order of sanction of the said scheme by the Hon'ble High Court of Delhi, the parties shall file the requisite/relevant intimations for the record of the concerned Statutory Authorities who shall take them on file, pursuant to the sanction of the said scheme.

14. The Transferor Company and the Transferee Company are expressly permitted to revise their Income-tax, sales tax, and other statutory returns including without limitation, Tax Deduction at Source (TDS) certificates, TDS returns and the right to claim refund, advance tax credits, MAT credit etc., upon this Scheme becoming effective and have expressly reserved the right to make such revisions in the Income-tax loss returns and related TDS certificates, TDS returns and the right to claim refund, advance tax credit, MAT credit etc. pursuant to the sanction of this Scheme.

15. The de-merger of the Demerged Business as a going concern to the Transferee Company is in accordance with section 2(19AA) of the Income-tax Act, 1961.

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Court of District of
Under Section 70
Income Act

For M/s. METAL & PLASTICS PVT. LTD.

For M/s. ZAVV Lightings Pvt. Ltd.

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16. The Transferor Company hereby undertakes, from the Appointed Date upto and including the Effective Date, to carry on the business in the ordinary course and not to alienate, charge or otherwise deal with or dispose of its assets or any part thereof except in the usual course of business.

Employees, Staff and Workmen

17. (a) On the Scheme coming into effect, all staff, workmen and employees of the Transferor Company whose service on such date relates to the Demerged Business shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with the Transferee Company shall not be less favorable than those applicable to them with reference to the Transferor Company immediately prior to such date.

(b) It is expressly provided that, in so far as the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund created or existing for the benefit of the staff, workmen and employees of the Demerged Business are concerned including all arrangements in relation to such Fund or Funds, upon the Scheme coming into effect, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds and in relation to the arrangements 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 and all the rights, duties and benefits of the employees employed in different units of the Transferor Company under such Funds and Trusts shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of the Transferor

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For NCL to EKW Holdings Pvt. Ltd.

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Company will be treated as having been continuous for the purpose of the said Fund or Funds.

(c) The Transferee Company undertakes to continue to abide by any agreements/long term settlements entered into by the Transferor Company in respect of Demerged Business with any employee/union/representatives of the Transferor Company. The Transferee Company agrees that the service of all such employees with the Transferor Company up to the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in the Transferor Company up to the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, such past service with the Transferor Company, shall also be taken into the account and agrees and undertakes to pay the same as and when payable.

(d) The service of all such employees with the Transferor Company up to effective date shall also be taken into account for the determination of tax exemptions and deductions available if any under the Income Tax Act, 1961 which may arise upon disbursement of monies by the Transferee Company to the employees of the Transferor Company in the form of retirement benefits to the employees of Transferor Company transferred to the Transferee Company.

18.(a) Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature relating to the Demerged Business to which the Transferor Company is a party subsisting or having effect immediately before the Appointed Date shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if the Transferee Company instead of the Transferor Company, had been a party thereto.

(b) The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any agreements, confirmations or novations to which the Transferor Company will, if

For Not to CKW Changes

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necessary, also be a party in order to give formal effect to the provisions of this Scheme, if it is so required or if it becomes necessary.

(c) It is clarified that even after the Effective Date the Transferee Company shall be entitled to realize all monies and complete and enforce all pending contracts and transactions in respect of the Demerged Business, in the name of the Transferor Company in so far as may be necessary until the Transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme finally stands devolved on the parties concerned.

19. All income, receipts and gains of whatsoever nature and all expenses, payments and losses of whatsoever nature relating to the Demerged Business not accounted for or disclosed in the books of the Transferor Company as on the appointed date, but pertaining to the period up to the Appointed Date shall be to the account of the Transferor Company and any monies received or payments made or any income or expense accrued or any gains made or losses incurred by the Transferee Company in relation to such items shall be paid to or recovered from the Transferor Company as the case may be. All continuing gains/losses, income/expenses, receipts/payments relating to the Demerged Business in respect of the period on and after the Appointed Date shall accrue to the Transferee Company's account only.

Consideration

Share Allotment, Reorganization of Share Capital Account

20.a) The Transferee Company shall issue and allot equity shares of the aggregate value of Rs 9,500,000 to the existing Shareholders/members of Transferor Company excluding the Foreign Collaborator comprising of 9,50,000 fully paid up equity shares of Rs 10/- each in proportion to the shares held by such Indian Shareholders/members in the Transferor Company in consideration of transfer of Demerged Business in the Transferee Company. Such shares

in the Transferee Company shall, for all purposes save as expressly provided, otherwise be deemed to have been held by each existing

For NUBIS ECLAY Lighting Pvt. Ltd.

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shareholders excluding the Foreign Collaborator from the Appointed Date. All equity shares issued and allotted by the Transferee Company in terms hereof shall rank pari-passu in all respects with effect from the Appointed Date.

b) The Foreign Collaborators having invested in Transferor Company on the basis and with the understanding that their collaboration is restricted to the Auto Lighting business and that the Foreign Collaborators will not have any obligation or liability in respect of the demerged business and further as they do not have any participation, obligation, investment or benefit from the Home Lighting division of NLPL being de-merged into the Transferee Company, the Foreign Collaborators do not seek to have any shareholding in the Transferee Company and as such no shares are to be allotted to the Foreign Collaborators in Transferee Company pursuant to the de-merger of the Home Lighting division of Transferor Company to the Transferee Company.

Accounting Treatment in the books of Transferor and Transferee

21. Accounting Treatment in the books of Transferor

(a) The book values of the assets and liabilities pertaining to the Demerged business transferred to the Transferee Company, shall be reduced from the book values of the assets and liabilities appearing in the books of the Transferor Company;

(b) The difference between the book value of assets and book value of liabilities transferred pursuant to the Scheme shall be debited against the available Share Capital Account and/or Profit & Loss Account and/or General / Capital Reserve Account of the Transferor Company.

(c) The existing issued, subscribed and paid up capital of the Transferor Company shall stand reduced to Rs 11,601,000 comprising of 1,16,010 fully paid up equity shares of Rs 100/- each with each of the existing shareholders shareholding in the Transferor Companies reduced by such numbers as are in proportion to the shares issued and

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For NLPL to EXPL Lighting Pvt. Ltd.

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allotted to them in the Transferee Company as per Section 100 to 103 of the Companies Act, 1956

(d) The utilization of the Share Capital Account, if any of the Transferor Company as mentioned above, shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 100 to 103 of the Act 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.

22 Accounting Treatment in the books of Transferee

(a) Upon coming into effect of this Scheme, the Transferee Company shall record the assets and liabilities comprised in the Demerged business transferred to and vested in it pursuant to this Scheme, at the same value as appearing in the books of the Transferor Company on the opening of business on the Appointed Date.

(b) The Transferee Company shall credit its Share Capital Accounts in its books of account with the aggregate face value of the new equity shares issued to the shareholders of Transferor Company pursuant to Article 21 of this Scheme.

(c) The difference of the face value of shares allotted in clause (b) above over the net assets recorded in clause (a) above is excess then the same shall be recorded as Goodwill and the deficit shall be credited to the Capital Reserve Account.

In case of any differences in accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail to ensure that the Financial Statements reflect the financial position on the basis of consistent accounting policies.

23. Save and except the Demerged Business of the Transferor Company and as expressly provided in this Scheme of Arrangement, nothing contained in this Scheme of Arrangement shall affect the rest of the assets, liabilities and businesses of the Residuary Business which shall continue to belong to and be vested in and be managed by the Transferor Company.

PART - III

General Terms & Conditions:

24. The Transferor Company and the Transferee Company shall make joint application before the Hon'ble High Court of Delhi for the sanction of this Scheme of Arrangement.

25. The Books of Accounts of the Transferor Company and Transferee Company as on the Appointed Date would incorporate the above arrangement as accepted by the Board of Directors of the respective Companies. The provisional Balance Sheets of the Transferor Company and Transferee Company as on the Appointed Date on the Scheme becoming effective shall be respective Balance sheets of the Automotive Lighting Division and Home Lighting Division as on the Appointed Date as per Appendix A to this Scheme. The assets and liabilities pertaining to the Demerged Business Home Lighting Division shall be incorporated in the Books of Accounts of the Transferee Company at the book value as appearing in the books of the Transferor Company as on the Appointed Date and such values shall be excluded from the Books of accounts of the Transferor Company as from that date.

26. Upon the coming into effect of this Scheme and the financials of the Transferor Company and the Transferee Company including the reserves and surpluses, deferred tax liability and provisions shall be accounted for and dealt with in the books of the Transferor Company and Transferee Company as specified in Appendix A.

27. The Transferor Company and the Transferee Company (through their respective Board of Directors) and in their full and absolute discretion, may assent to any alteration or modification to this Scheme which the Court and/or shareholders of respective companies and/or any other Authority may deem fit to approve or impose or that the two companies may otherwise consider necessary or expedient and may further give such directions as they may consider necessary to settle any question or difficulty arising under this Scheme in any manner connected therewith.

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of Delhi

OF NEW METAL & PLASTICS PVT. LTD.

Authorized Signatory

For NEW ZEALAND LIGHTINGS PVT. LTD.

Authorized Signatory

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28. The Board of Directors of the Transferor Company and/or the Transferee Company shall be at liberty to withdraw from this Scheme of Arrangement in case any condition or alteration imposed by any Authority is unacceptable to them.

29. The Scheme will become effective on the receipt of the last of the following:

- a). Sanction by the Hon'ble High Court of Delhi at New Delhi as provided in Section 394 and other applicable provisions of the Act.
- b). Any requisite consent, approval or permission of the Central Government or any other authority, which by law or otherwise may be necessary for the implementation of this Scheme and when the certified copy of the order of the Hon'ble High Court of Delhi at New Delhi have been filed with the Registrar of Companies, NCT of Delhi & Haryana under the provisions of the Act.

30. In the event a date other than 1.10.2007 is appointed as the Appointed Date, NLPL, NMPL, Foreign Collaborator and the promoters of all such entities agree to adjust as on the Appointed Date finally approved the affairs, accounts and other relevant aspects of the de-merged business in a manner that NLPL and/or Foreign Collaborator will neither be liable or responsible nor will have any obligation or responsibility in respect of Home Light business from 1.10.2007 onwards and all the above shall be appropriately adjusted to the accounts of NMPL.

31. Upon the sanction of the Scheme and after the Scheme has become effective, with effect from the Appointed Date the following shall be deemed to have occurred in the sequence and in the order provided herein below:-

(a). The demerger of the Demerged Business on a going concern basis as required under Section 2(19AA) of the Income Tax Act 1961.

(b) All credits or obligations available to the de-merged entity of HOMELIGHT division including carried forward losses under the Income Tax Act, Credits available under any statutory regulation like Sales

Copy of the Scheme of Arrangement
Department of Public Relations
Ministry of Heavy Industries
Government of India

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For Note to ZMW Holdings Pvt. Ltd.

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Tax, Service Tax, Import & Export regulations etc. will flow along with the de-merger and became the part of the entitlements of the Transferee Company. Similarly, All credits or obligations available to the to the Residuary Business, including carried forward losses under the Income Tax Act, Credits available under any statutory regulation like Sales Tax, Service Tax, Import & Export regulations etc. shall remain with the Transferor Company.

32. In the event of non-fulfillment of any obligations under the Scheme, inter-se or to the third parties and non-performance of which will put the other company under any obligation, then such company will indemnify all costs, interests and charges to the other Company.

33. All costs, charges and expenses incurred by the Transferor Company or the Transferee Company in relation to or in connection with this scheme and incidental to the completion of the de-merger of the said undertaking of the transferor company in pursuance of this scheme shall, except as specifically provided herein be borne and paid by the respective companies equally.

For Neo to ZKW Lightings Pvt. Ltd.

Authorised Signatory

FOR NEO METAL & PLASTICS PVT. LTD.

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Examiner, Judicial Department
High Court of Delhi
Authorised Under Section 78
Indian Evidence Act

PART I

(Description of Freehold Property to be transferred)

Not Applicable

PART II

(Description of the Leasehold Property to be transferred)

Lease Hold Land and Building Situated on this Leasehold Land at 137, Noida
Special Economic Zone, Noida, Uttar Pradesh

PART III

(Description of all Stocks, Shares, Debentures and other charges in action to be transferred)

Not Applicable

(Description of Assets as on 31.10.2010 to be transferred)

S. No	Assets	Amount
1.	Fixed Assets	
	a) Building	4,24,17,876
	b) Plant & Machinery	3,08,08,154
	c) Die & Mould	15,03,594
	d) Furniture & Fixture	1,41,34,769
	e) Vehicle	88,34,228
	f) Tools & Equipment	16,54,360
	g) Computer	15,37,282
	h) Capital Work In Progress	28,59,719
2.	Sundry Debtors	5,30,25,277
3.	Inventories	6,74,22,318
4.	Cash and Bank	10,50,830
5.	Loans & Advances	80,86,218
6.	Other Current Assets	3,54,081
	Total	23,36,88,706

Dated this the 19th November, 2010
By order of the Court

- Sd/-
Joint Registrar (Co.)
for Registrar General

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New Delhi



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