NATIONAL COMPANY LAW TRIBUNAL
CHANDIGARH BENCH (COURT-I), CHANDIGARH

CP (CAA) No. 11/Chd/Hry/2026

(An Application under sections 230 to 232 and other applicable provisions of the Companies Act, 2013, read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016)

IN THE MATTER OF SCHEME OF AMALGAMATION OF CP (CAA) No. 11/Chd/Hry/2026:

Rudra Ecovation Limited
A Company incorporated under
the provisions of the Companies Act, 1956,
and having its registered office at
Plot No. 43-44, Industrial Area,
Barotiwala-174 103, Himachal Pradesh
CIN: L43292HP1980PLC031020
PAN: AAACH0871P
e-mail: hfl.corporate@gmail.com
website: www.rudraecovation.com

.... Applicant No. 1/Transferor Company

AND

Shiva Texfabs Limited
having its registered office at 4th Floor,
Wood Stock Tower, B-35/958,
Adarsh Nagar, Ferozepur Road,
Ludhiana-141001, Punjab
CIN: U18101PB1993PLC013745
PAN: AACCS0279A
E-mail: csstl@shivagroup.info
Website : www.shivagroup.info

.... Applicant No. 2/Transferee Company

Order delivered on: 16.09.2026

Coram: HON'BLE MR. KHETRABASI BISWAL, MEMBER (JUDICIAL)
HON'BLE MR. SHISHIR AGARWAL, MEMBER (TECHNICAL)

Present:

For the Applicant	:	Mr. Kartikeya Goel, Advocate
For the RD Office, Chandigarh	:	Mr. Chandan Ji, Deputy Director

For the Income Tax Dept.	:	Mr. Varun Issar, Sr. Standing Counsel
For the SEBI	:	Ms Divya Sharma, Advocate
For Official Liquidator	:	Mr. Edward Augustine George, Advocate

ORDER

The present Joint Company Petition has been filed by the Petitioner Companies, namely **Rudra Ecovation Limited** *(hereinafter referred to as "Applicant Company No. 1 / Transferor Company")* with **Shiva Texfabs Limited** *(hereinafter referred to as "Applicant Company No. 2 / Transferee Company")(Applicant Company No.1 and Applicant Company No.2 are hereinafter referred to as "Applicant Companies")*, along with their respective shareholders and creditors, under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 *(hereinafter referred to as "Act")*, read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, seeking sanction of the Scheme of Amalgamation of the Transferor Company with the Transferee Company, *(hereinafter referred to as "the Scheme")*. The copy of the Scheme of Amalgamation is attached as Annexure P-1 with the Second Motion Petition filed by the Applicant Companies.

2. The Applicant Companies had filed the 1st motion Application being CA (CAA) 47/Chd/Hry of 2025 before this Tribunal to obtain appropriate orders to dispense with/convene meetings of Equity Shareholders, Preference Shareholders, Warrant Holders, Secured Creditors and Unsecured Creditors of the aforesaid Applicant Companies for the purpose of considering and approving, with or without modification, the aforesaid Scheme of Amalgamation.

3. That in view of the Consents Affidavits given by the Preference Shareholders and Warrant Holders of the Transferor Company, this Tribunal vide Order dated 06.11.2025, dispensed with the requirement of convening meetings of Preference Shareholders and Warrant Holders of the Transferor Company. This Tribunal, further, directed to convene separate meetings of Equity Shareholders and Unsecured Creditors of the Transferor Company; and Equity Shareholders, Secured Creditors and Unsecured Creditors of the Transferee Company. The copy of the order dated 6.11.2025, passed in the First Motion Application is attached as Annexure P-17 with the Second Motion Petition filed by the Applicant Companies.

4. Separate meetings of the Equity Shareholders and Unsecured Creditors of the Transferor Company, and of the Equity Shareholders, Secured Creditors and Unsecured Creditors of the Transferee Company, were convened and held on 21st February, 2026, through video conferencing with the facility of remote e-voting. The Scheme was approved by the requisite majority, with 98.65% and 100% of the Equity Shareholders and Unsecured Creditors, respectively, of the Transferor Company, and 100%, 100% and 99.09% of the Equity Shareholders, Secured Creditors and Unsecured Creditors, respectively, of the Transferee Company, voting in favour. The Chairperson thereafter submitted his report before this Tribunal.

5. The main objects, date of incorporation, authorized and paid-up share capital, and the rationale of the Scheme have already been discussed in detail in the First Motion Order dated 06.11.2025. The Board of Directors of

both the Companies have approved the Scheme at their meetings on 23.12.2024, subject to all applicable regulatory approval(s), the approval of the creditors and shareholders, and the sanctioning of the same by the Adjudicating Authority.

6. This Tribunal vide its order dated 10th April, 2026 directed to issue notice of the present Petition/Scheme of Amalgamation to the Statutory Authorities, viz., (a) the Central Government through the office of the Regional Director, Northern Region [Directorate-II], Ministry of Corporate Affairs, Chandigarh; (b) the Registrar of Companies, Himachal Pradesh; (c) the Registrar of Companies, Punjab & Chandigarh; (d) the Official Liquidator, Himachal Pradesh, Chandigarh; (e) the Income Tax Department; (f) BSE through Online Listing Centre and to publish notice of hearing of the Petition in "Financial Express" (English, Chandigarh Edition covering Punjab & Himachal Pradesh), "Jagbani" (Punjabi, Ludhiana Edition) and "Dainik Bhaskar" (Hindi, Himachal Pradesh Edition) newspapers. The notice of hearing was published on 28.04.2026.

7. In response to the above-mentioned notices, the statutory authorities furnished their Reports, and the Applicant Companies have filed their clarification thereon. The same are as follows:

7.1 <u>Official Liquidator</u>

The Official Liquidator (hereinafter referred to as 'OL'), Himachal Pradesh, has filed its report dated 21.07.2026. The OL did not have any specific observation/objections on the basis of the facts in the joint petition and documents provided by the company, along with the rationale of the

scheme. wherein it has been stated that the Official Liquidator does not have any specific objection/observation to make on the Scheme of Amalgamation.

7.2. Regional Director (RD) and Registrar of Companies (RoC)

(i) The report of the Regional Director (hereinafter referred to as 'RD'), together with the report of the Registrar of Companies (hereinafter referred to as 'RoC') for Himachal Pradesh and Punjab & Chandigarh, has submitted its submitted its Report dated 05th August, 2026.

(ii) The Applicant Companies have also filed their Reply Affidavits vide diary no. 0404112005382026/6 dated 19th August, 2026 to the observations made by the RD and the ROC.

(iii) The observations made by the ROC/RD and the response of the Applicant Companies to the same are reproduced below:

Sl. No.	Observation(s) of the ROC/RD	Response of the Petitioner Companies
1.	Para-11: The Hon'ble Tribunal may direct the Petitioner Companies to ensure Compliance of provisions of Section 239 of the Companies Act, 2013 and shall not dispose of the books and paper without prior permission of the Central Government.	In this regard, the Petitioner Companies undertake that upon the Scheme of Amalgamation becoming effective, all books of account, papers and records of the Transferor Company-Rudra Ecovation Limited, shall be preserved by the Transferee Company. The Petitioner Companies further undertake that such books of account, papers and records shall not be disposed of, destroyed or otherwise dealt with except with the prior permission of the Central Government, in accordance with. The provisions of Section 239 of the Companies Act, 2013 and other applicable provisions of law, if any.

2.	Further, the Hon'ble Tribunal may direct the Transferee Company to undertake to discharge the liability in respect of the Transferor Company, if any, arises in future under the provisions of section 240 of the Companies Act, 2013.	In this regard, the Petitioner Companies respectfully submit as under: **a.** It is respectfully submitted that the Scheme already provides for the transfer and vesting of all debts, liabilities, duties, obligations and contingent liabilities of the Transferor Company in the Transferee Company with effect from the Appointed Date. The Scheme further provides that all tax proceedings in respect of the Transferor Company shall continue against or by the Transferee Company in the same manner and to the same extent as they would have been continued against or by the Transferor Company. **b.** Without prejudice to the aforesaid provisions of the Scheme, the Transferee Company hereby undertakes that any liability of the Transferor Company which may arise, crystallise or be determined in future, including any liability arising in connection with the provisions of Section 240 of the Companies Act, 2013, shall be duly discharged and satisfied by the Transferee Company in accordance with law. **c.** It is further clarified that the sanction or implementation of the Scheme shall not prejudice or affect the rights, powers or remedies of any statutory or competent authority, nor shall it extinguish, limit or otherwise affect any liability of any officer in default or any other person which is required to continue under Section 240 of the Companies Act, 2013 notwithstanding the amalgamation.

(iv) As recorded in the order dated 21.08.2026, the Dy Director appearing for the RD/ROC submits that, upon consideration of the

report/clarifications furnished by the Company, the Department has no adverse observations or objections to the proposed Scheme.

7.3. Income Tax Department:

(i) The Income Tax Department filed Reports dated 20.05.2026 in respect of the Transferee Company and 07.07.2026 in respect of the Transferor Company. While no objection was raised to the sanction of the Scheme, certain outstanding tax demands pertaining to earlier assessment years were pointed out. The Applicant Companies filed their Reply Affidavits on 19.08.2026, clarifying the position as follows:

(a)In respect of Rudra Ecovation Limited (Transferor Company), the demand of ₹3,62,30,960/- for AY 2017-18 had been set aside by the ITAT vide order dated 01.09.2023, though effect to the said order is yet to be given by the Assessing Officer.

(b) In respect of Shiva Texfabs Limited (Transferee Company), the demand of ₹1,33,05,160/- for AY 2010-11 had been set aside by the ITAT vide order dated 28.10.2013, though effect thereto is yet to be given. The demand of ₹3,58,93,760/- for AY 2012-13 was stated to have been erroneously raised, as no intimation, demand notice, order or other communication giving rise to the demand had been received; the Company, however, undertook to discharge the same in accordance with law upon receipt of the requisite notice/order.

(ii) Vide order dated 21.08.2026, Ld. Sr. Standing Counsel appearing for the Income Tax Department, submitted that, in view of the Reply Affidavit filed by the Applicant Companies, the Department had no adverse observations in respect of the proposed Scheme.

7.4. SEBI/BSE

(i) The Equity Shares of the Applicant/ Transferor Company-Rudra Ecovation Limited are listed on BSE. In terms of the provisions of the SEBI Regulations and other applicable provisions, if any, the proposed Scheme of Amalgamation was filed by the Applicant Companies with BSE for approval. Bombay Stock Exchange has given its No Objection/no adverse observations vide its Letter No. DCS/AMAL/NB/R37/3739/2025-26 dated 25th August, 2025 which is attached as Annexure P-16 with the Second Motion Petition filed by the Applicant Companies. Further, Ms. Divya Sharma, Learned Counsel appearing for the SEBI submitted that SEBI has no specific observations against the proposed amalgamation, and their observations have already been communicated to the stock exchanges.

8. The Applicant Companies have also filed Affidavits vide Diary No. 0404112005382026/2 dated 19th June, 2026, confirming that neither the Applicant Companies nor their Legal Counsel have received any objection/representation from any person against the said Petition or the proposed Scheme of Amalgamation till the date of filing of the said Affidavits.

9. The provisions relating to the accounting treatment for the proposed Amalgamation, as contained in the Scheme of Amalgamation, are in conformity with the applicable provisions of the Companies Act, 2013, Accounting Standards prescribed under Section 133 of the Companies Act, 2013, and Generally Accepted Accounting Principles. Certificates from the respective Statutory Auditors of the Transferor Company and the Transferee Company on the accounting treatment, as proposed in the Scheme, are attached as Annexure P-15 with the Second Motion Petition filed by the

Applicant Companies.

ANALYSIS & FINDINGS:

10. We have heard the learned Counsel for the Applicant Companies and for the Statutory Authorities, and have gone through the material available on record carefully.

11. The present joint Second Motion Company Petition has been filed by the Applicant Companies for seeking sanction of the scheme of Amalgamation under the provisions of the Companies Act, 2013 and rules made thereunder. On the basis of the facts and submissions made by the learned Senior Counsel appearing for the Applicant Companies and on perusal of the Scheme, the proposed Composite Scheme of Arrangement between the Applicant Companies appears to be prima facie in compliance with all the requirements stipulated under the relevant provisions of the Companies Act, 2013. In light of the clarification provided by the Applicant Companies, the observations made by the Statutory/Regulatory authorities do not appear to pose any impediment to sanctioning the proposed Scheme of Arrangement.

12. In view of the above, we are of the considered view that the proposed Scheme is bona fide and not against the interests of the shareholders and creditors. Since all the requisite statutory compliance has been fulfilled, this Tribunal sanctions the Scheme of Arrangement appended as Annexure P-1 to the Petition.

13. Notwithstanding the above, if there is any deficiency found or violation committed under any enactment, statutory rules, or regulations, the sanction granted by this Tribunal to the Scheme will not come in the way of

action being taken, albeit in accordance with the law, against the concerned persons, directors, and officials of the Applicant Companies.

14. While approving the Scheme as above, it is clarified that this Order should not be construed as an Order in any way granting exemption from payment of stamp duty, taxes or any other charges if any, payment is due or required in accordance with law or in respect to any permission/compliance with any other requirement which may be specifically required under any law.

15. The Income Tax Department will be free to examine the aspect of any tax payable as a result of the sanction of the scheme and if it is found that the Scheme of Arrangement ultimately results in tax avoidance or is not in accordance with the applicable provisions of the Income Tax Act, 1961, then the Income Tax Department shall be at the liberty to initiate appropriate course of action in accordance with the law. Any sanction of the scheme of arrangement under section 230-232 of the Companies Act, 2013, shall not adversely affect the rights of the Income Tax Department or any past, present, or future proceedings, and the sanction of the scheme shall not come in its way for the appropriate course of action as per law for the tax liabilities, if any.

16. THIS TRIBUNAL DO FURTHER ORDER:

(i) The Scheme of Amalgamation contemplated between the Applicant Companies, annexed as "Annexure P-I" to the Petition, is hereby sanctioned. It is declared that the Transferor Company shall be dissolved without winding up. The same shall be binding on the Applicant

Companies and their shareholders, creditors, and all concerned under the Scheme.

(ii)All the properties, rights, and powers of the Transferor Company shall stand transferred, without any further act or deed, to the Transferee Company. Accordingly, in accordance with Sections 230 to 232 of the Companies Act, 2013, the same shall be transferred to and vested in the Transferee Company for all the estates and interests of the Transferor Company, subject, however, to all charges, encumbrances, or liabilities now affecting the same;

(iii) All the liabilities and duties of the Transferor Company shall be transferred, without further act or deed, to the Transferee Company, and accordingly, the same shall, pursuant to Sections 230 to 232 of the Act, be transferred to and become the liabilities and duties of the Transferee Company, respectively.

(iv) All benefits, entitlements, incentives and concessions under incentive schemes and policies that the Transferor Company is entitled to including under Customs, Excise, Service Tax, VAT, Sales Tax, GST and Entry Tax and Income Tax laws, subsidy receivables from Government, grant from any governmental authorities, direct tax benefit/exemptions/deductions, shall, to the extent statutorily available and along with associated obligations, stand transferred to and be available to the Transferee Company, as if the Transferee Company was originally entitled to all such benefits, entitlements, incentives and concessions;

(v) All proceedings, if any, now pending by or against the Transferor Company shall be continued by or against the Transferee Company.

(vi) All contracts of the Transferor Company which are subsisting or having effect immediately before the Effective Date, shall stand transferred to and vested in the Transferee Company, and be in full force and effect in favor of the Transferee Company, as the case may be, and be enforced by or against it as fully and effectually as if, instead of the Transferor Company, the Transferee Company, had been a party or beneficiary or obliged thereto;

(vii) All the employees of the Transferor Company shall be deemed to have become the employees and the staff of the Transferee Company, with effect from the Appointed Date, and shall stand transferred to the Transferee Company, as the case may be, without any interruption of service and on the terms and conditions no less favorable than those on which they are engaged by the Transferor Company, as on the Effective Date, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans and any other retirement benefits;

(viii) The Appointed Date for the Scheme is 01.04.2025 as mentioned in the Scheme;

(ix) The authorized share capital of the Transferee Company, after the Scheme becoming effective, shall be in accordance with Section 232(3)(i) of the Companies Act, 2013 and the fee, if any, paid by the Transferor Company on its authorized capital shall be set off against any fees payable by the Transferee Company on its authorized capital after this amalgamation. Further, the Transferee Company shall be bound by its undertaking on behalf of the Transferor Companies;

(x) The Transferee Company shall file the revised Memorandum and Articles of Association with the concerned ROC and further make the requisite payments of the differential fee (if any) for the enhancement of authorized capital of the Transferee Company after setting off the fees paid by the Transferor Company.;

(xi) The Applicant Companies will furnish a self-certified copy of the approved Scheme and Schedule of Assets of the Transferor Company to the Designated Registrar of this Tribunal. The Designated Registrar will issue a certified copy of this Order together with the authenticated copy of the approved Scheme and Schedule of Assets as its enclosures. All the Authorities are directed to act on the certified copy of this order as issued by the Designated Registrar;

(xii) The Applicant Companies are directed to file the certified copy of this Order, along with a copy of the Scheme, with the concerned Registrar of Companies, electronically, along with e-form INC-28, within 30 days or an extended timeline with payment of additional fees, as may be applicable, from the date of receipt of the Order. Following that, the necessary steps shall be taken by the Registrar of Companies.

(xiii) The Transferee Company is directed to lodge a copy of this Order and the approved Scheme and Schedule of Assets of the Transferor Company, duly authenticated by the Designated Registrar of this Tribunal respectively as the case may be, with the concerned Superintendent of Stamps, for adjudication of stamp duty, if any, within 60 days from the date of receipt of the Order;

(xiv) Any person interested shall be at liberty to apply to this Tribunal in the above matter for any directions that may be necessary.

(xv) All the concerned Regulatory Authorities are to act in accordance with the Order annexed to the Scheme, duly authorised by this Designated Registrar of this Bench.

17. In result thereof, Company Petition bearing **CP(*CAA*) *No. 11/Chd/Hry/2026*** is **allowed** and **disposed of**.

Sd/-
SHISHIR AGARWAL
MEMBER (TECHNICAL)

Sd/-
KHETRABASI BISWAL
MEMBER (JUDICIAL)
Ruhani

NATIONAL COMPANY LAW TRIBUNAL
Chandigarh Bench
CERTIFIED TO BE TRUE COPY
OF THE ORIGINAL
Diary No.: 2010
Date of Application: 23-9-2026
Date Copy Ready: 05-10-2026
Date of Delivery: 05-10-2026
No. of Pages: 14
Fee Paid: 70/-
Deficient Fee: —
Total Fee Paid 70/-
REGISTRAR
Signature & Seal

ANNEXURE No. P-1

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SCHEME OF AMALGAMATION OF RUDRA ECOVATION LIMITED WITH SHIVA TEXFABS LIMITED; AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS UNDER SECTIONS 230 & 232 AND OTHER RELEVANT PROVISIONS OF THE COMPANIES ACT, 2013, AND OTHER APPLICABLE PROVISIONS, IF ANY

A. Preamble and Overview of the Scheme

The present Scheme of Amalgamation is framed in terms of the provisions of Sections 230 & 232 and other relevant provisions of the Companies Act, 2013, as may be applicable, the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, together with Section 2(1B) and other relevant provisions of the Income Tax Act, 1961, and other applicable provisions, if any.

The Scheme of Amalgamation provides the following:

i. Amalgamation of Rudra ecovation Limited with and into Shiva Texfabs Limited on going-concern basis

ii. Various other matters incidental, consequential or otherwise integrally connected with the aforesaid Amalgamation.

B. Background and brief description of the Companies to the Scheme

I. Rudra Ecovation Limited

i. Rudra Ecovation Limited (the Transferor Company) is incorporated under the provisions of the Companies Act, 1956, with Corporate Identity No. L43292HP1988PLC031020, having its registered office at Plot No. 43-44, Industrial Area, Baddiwala-174 103, Himachal Pradesh.

ii. Rudra Ecovation Limited, the Transferor Company is engaged in manufacturing of synthetic yarn and other related activities at its manufacturing unit located in Baddiwala in the State of Himachal Pradesh.

iii. Rudra Ecovation Limited is a public limited company listed on BSE.

II. Shiva Texfabs Limited

i. Shiva Texfabs Limited (the Transferee Company) is incorporated under the provisions of the Companies Act, 1956, with Corporate Identity No. U18101PB1993PLC013745, having its registered office at 4th Floor, Wood Stock Tower, B-35/958, Adarsh Nagar, Ferozepur Road, Ludhiana-141 001, Punjab.

ii. Shiva Texfabs Limited, the Transferee Company is engaged in manufacturing of polyester staple fiber, synthetic yarn, knitted fabric, non-woven fabric and carpets etc., from the recycled material of pet waste, at the manufacturing units located in Machhiwara, Punjab.

iii. Shiva Texfabs Limited is a closely held unlisted public limited company.

III. Relevant corporate details of both the Companies are given in 'Clause [illegible] Definitions Clause' of the Scheme.

For RUDRA ECOVATION LTD

Director/Secretary/Auth. Sign

For SHIVA TEXFABS LTD

Director/Auth. Sign.

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IV. Both the Companies in the Scheme are under common management and control.

V. The proposed Amalgamation seeks to create a stronger entity that capitalizes on market opportunities, achieves operational efficiencies, and enhances shareholders' value. Present Scheme of Amalgamation will be a pivotal step toward creating a market leader in plastic recycling and manufacturing of sustainable textiles. Through integrated operations, financial synergies, and alignment with global sustainability goals, the merged entity will be able to achieve robust growth and deliver exceptional shareholders' value.

C. Detailed Rationale and Benefits of the Scheme

The circumstances which justify and/or necessitate the proposed Scheme of Amalgamation of Rudra Ecovation Limited with Shiva Texfabs Limited; and benefits of the proposed amalgamation as perceived by the Board of Directors of these Companies, to the Shareholders and other stakeholders are, inter alia, as follows:

i. **Complementary Operations:** The Transferor Company has expertise in spinning operations which complements the Transferee Company's capabilities in recycling and textile manufacturing. The Transferee Company is one of the largest vertically integrated plastic recyclers in Asia and produces PET chips, fibers, and textiles. The proposed Amalgamation will integrate the Transferor Company's spinning operations to streamline the supply chain.

ii. **Enhanced Market Leadership:** The proposed Amalgamation will strengthen the combined entity's position as a global leader in sustainable textiles, leveraging a fully integrated value chain.

iii. **Operational Synergies:** Integration of the Transferor and Transferee Companies will reduce raw material costs and will enhance manufacturing efficiencies. Consolidation of administrative functions and supply chains will improve profitability of the Combined entity.

iv. **Optimized Asset Utilization:** Physical and other infrastructure of the Transferor Company will be utilized more effectively to drive financial and operational gains.

v. **Economies of Scale:** The merged operations will reduce redundancies, improve resource utilization, and drive cost efficiencies. Scale advantages will enable better pricing and competitive market positioning.

vi. **Integrated Value Chain:** Shiva's raw materials directly feed Rudra's spinning processes, which supply yarn for Shiva's textile production. The fully integrated value chain reduces lead times, improves quality consistency, and minimizes waste.

vii. **Flexibility and Adaptability:** The merged entity will gain flexibility to respond to market demands and industry trends.

viii. **Regulatory Support:** Government policies encouraging recycling and sustainability create a favorable environment for expansion.

For RUDRA ECOVATION LTD

Company Secretary

For SHIVA TEXFABS LTD.

Director/Authorised Signatory

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ix. **Aligned Global Sustainability Commitments:** The proposed Amalgamation aligns with the sustainability commitments of global brands which require increased recycled content in their products and packaging. Shiva's capacity to recycle 4 lakh kg of plastic bottles daily supports these objectives, giving the combined entity a competitive edge and ensuring steady growth opportunities.

x. **Environmental Impact:** Recycling reduces energy consumption by 50% and CO_2 emissions by one-third compared to virgin materials. The merged entity's sustainable focus aligns with the environmental priorities of global clients.

xi. **Shareholder Benefits:** The improved financial profile enhances shareholder returns through better growth prospects.

The Scheme of Amalgamation is proposed for the aforesaid reasons. The Board of Directors and Management of the Transferor Company and the Transferee Company is of the opinion that the proposed Scheme is in the best interest of these Companies, their Shareholders and other stakeholders.

1. DEFINITIONS, INTERPRETATION AND SHARE CAPITAL OF THE COMPANIES

1.1 DEFINITIONS

In this Scheme and all other Scheme related documents, unless repugnant to the meaning or context thereof, the following expressions will have the meaning as under:

1.1.1 **"Act or Companies Act, 2013"** means the Companies Act, 2013 (18 of 2013), and Rules, Notifications, Circulars, Clarifications made or issued thereunder (including but not limited to the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and the National Company Law Tribunal Rules, 2016); and includes any amendments, statutory re-enactments, and modifications thereof for the time being in force.

1.1.2 **"Amalgamation"** means amalgamation of Rudra Ecovation Limited with and into Shiva Texfabs Limited in terms of this Scheme in its present form or with any modification(s) as approved by the Hon'ble National Company Law Tribunal or any other Appropriate Authority, as the case may be.

1.1.3 **"Applicable Law(s)"** means any applicable central, provincial, local or other law including all applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, competent authority, court, tribunal having jurisdiction over the Companies; (b) Permits; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Companies to this Scheme and shall include, without limitation, the listing agreement executed with the Stock Exchange.

For RUDRA ECOVATION LTD

Director/Authorised Sign.

For SHIVA TEXFABS LTD

Director/Authorised Sign.

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1.1.4 **"Appointed Date"** for the purpose of this Scheme means commencement of business on 1st April, 2025, or such other date as may be mutually decided by the Board of Directors of the Transferor Company and the Transferee Company with the approval of the Hon'ble National Company Law Tribunal, or such other date as the Hon'ble National Company Law Tribunal, or any other Appropriate Authority may approve.

1.1.5 **"Appropriate Authority"** means:

i. The Government of any jurisdiction (including any Central, State, Provincial, Municipal or Local Government or any political or administrative sub-division thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof.

ii. Any governmental, quasi governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing or other governmental or quasi-governmental authority including (without limitation) NCLT, SEBI and Stock Exchanges.

iii. Such other Sectoral Regulators or Authorities as may be applicable.

1.1.6 **"Board" or "Board of Directors"** means the respective Board of Directors of the Transferor Company and the Transferee Company and will, unless it is repugnant to the context or otherwise, include committee(s) so authorised by the Board of Directors, or any person authorised by the Board of Directors or such committee(s).

1.1.7 **"Companies"** means the Transferor Company and the Transferee Company when referred collectively; and "Company" means each of these Companies, individually.

1.1.8 **"Convertible Warrants"** means Convertible Warrants issued by the Transferor Company. Holders of such Convertible Warrants are entitled to get one fully paid Equity Share in the Transferor Company for every one Convertible Warrant, subject to payment of balance amount within stipulated period and other terms and conditions.

1.1.9 **"Effective Date"** means last of the dates on which the certified copies of the Order(s) passed by the Hon'ble National Company Law Tribunal, sanctioning this Scheme, are filed with the concerned Registrar of Companies, Ministry of Corporate Affairs. Any references in this Scheme to "upon this Scheme becoming effective" or "upon this Scheme coming into effect" or "effectiveness of this Scheme" will be a reference to the Effective Date.

It is, however, clarified that though this Scheme will become operative from the Effective Date, the provisions of this Scheme will be effective from the Appointed Date. In other words, the effective date is only a trigger point for implementation of the Scheme. As soon as the effective date is achieved, provisions of this Scheme will come into operation; and will be effective and applicable with effect from the Appointed Date in terms of the provisions of Section 232(6) of the Companies Act, 2013, and other applicable provisions, if any.

For RUDRA ECO-ENERGY LTD

Company Secretary/Authorised Signatory

For SHIVATEX FIBRES LTD

Director/Authorised Signatory

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1.1.10 **"Encumbrance"** means (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Laws; (b) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; and (c) any adverse claim as to title, possession or use.

1.1.11 **"FEMA"** means the Foreign Exchange Management Act, 1999 along with the rules and regulations made there under and will include any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force.

1.1.12 **"Intellectual Property Rights"** means, whether registered or not, in the name of or recognized under Applicable Laws as being intellectual property of the Transferor Company, or in the nature of common law rights of the Transferor Company, as the case may be, all domestic and foreign (a) trademarks, service marks, brand names, internet domain names, websites, online web Portals, trade names, logos, as well as copyright in all of the brands, logos and their variations, along with the global goodwill associated with the foregoing; uniforms, all applications and registration for the foregoing (b) all domestic and/or foreign Patents granted or applied for (c) confidential and proprietary information and trade secrets; (d) published and unpublished works of authorship and copyrights therein, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; (e) computer software, programs (including source code, object code, firmware, operating systems and specifications) and processes; (f) designs, drawings, sketches; (g) tools, databases, frameworks, customer data, proprietary information, knowledge, any other technology or know-how, licenses, software licenses and formulas; (h) ideas and all other intellectual property or proprietary rights; and (i) all rights in all of the foregoing provided by Applicable Laws.

1.1.13 **"IT Act"** means the Income Tax Act, 1961, and the rules made there under and will include any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force.

1.1.14 **"National Company Law Tribunal"** means appropriate Bench/Benches of the Hon'ble National Company Law Tribunal constituted under the Companies Act, 2013, or such other court, tribunal, forum or authority having jurisdiction to sanction the present Scheme and other connected matters. The National Company Law Tribunal is hereinafter referred to as "the Tribunal"/"NCLT".

1.1.15 **"Permits"** means all consents, licenses, permits, permissions, authorisations, rights, clarifications, approvals, environmental approvals, customer approvals, no objection certificates (NOCs), clearances, confirmations, declarations, waivers, exemptions, registrations, enlistments, filings, whether governmental, statutory, regulatory, or otherwise under Applicable Law.

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1.1.16 **"Person"** means an individual, a partnership, a corporation, a limited liability partnership, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or an Appropriate Authority.

1.1.17 **"Portals"** means electronic portals and/or websites maintained by various Appropriate Authority, government departments, public sector undertakings, private sector undertakings, banks, financial institutions and other entities and Persons.

1.1.18 **"Record Date"** means the date(s) to be fixed by the Board of Directors of the Transferor Company and/or the Transferee Company, to determine the eligibility of the Shareholders and Convertible Warrant Holders of the Transferor Company to issue shares and Convertible Warrants, as the case may be, in the Transferee Company pursuant to this Scheme.

1.1.19 **"Registrar of Companies"** means concerned Registrar(s) of Companies, Ministry of Corporate Affairs having jurisdiction under the Companies Act, 2013, and other applicable provisions, if any, on the respective Companies.

1.1.20 **"Scheme"** means the present Scheme of Amalgamation framed under the provisions of Sections 230 & 232 and other relevant provisions of the Companies Act, 2013, as may be applicable, the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, together with Section 2(1B) of the Income Tax Act, 1961, and other applicable provisions, if any, which provides for Amalgamation of Rudra Ecovation Limited with Shiva Texfabs Limited on going-concern basis; and various other matters incidental, consequential or otherwise integrally connected with the aforesaid Amalgamation, if any; in the present form or with any modification(s) approved or imposed or directed by Members/Creditors of these Companies and/or by any Appropriate Authority and/or by the Hon'ble National Company Law Tribunal or that may otherwise be deemed fit by these Companies.

1.1.21 **"SEBI or Securities and Exchange Board of India"** means the Securities and Exchange Board of India established as a statutory body under the provisions of the Securities and Exchange Board of India Act, 1992.

1.1.22 **"SEBI Listing Regulations"** means 'the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015' [SEBI LODR Regulations], read with Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024, issued by the Securities and Exchange Board of India for compliance with the provisions of SEBI LODR Regulations by listed entities, as amended from time to time.

1.1.23 **"SEBI Scheme Circular"** means Master Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023, issued by the Securities and Exchange Board of India, on Scheme of Arrangement by Listed Entities and other related matters, as amended from time to time.

1.1.24 **"Stock Exchange"** means the BSE Limited (Bombay Stock Exchange/BSE).

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1.1.25 "**Taxation**" or "**Tax**" or "**Taxes**" means all forms of taxes and statutory, governmental, state, provincial, international, local governmental or municipal impositions, duties, contributions and levies and whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, advance tax, minimum alternate tax or otherwise or attributable directly or primarily to the Transferor Company or the Transferee Company or any other Person and all penalties, charges, costs and interest relating thereto.

1.1.26 "**Transferor Company**" means **Rudra Ecovation Limited** being a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot No. 43-44, Industrial Area, Barotiwala-174 103, Himachal Pradesh; e-mail: hfl.corporate@gmail.com, website: www.rudraecovation.com.

Rudra Ecovation Limited [Corporate Identity No. (CIN): L43292HP1980PLC031020; Income Tax Permanent Account No. (PAN): AAACH0871P] (hereinafter referred to as "the Transferor Company/the Company") was originally incorporated under the provisions of the Companies Act, 1956, as a private limited company with the name and style as 'Himachal Fibre Private Limited' vide Certificate of Incorporation dated 20th February, 1980 issued by the Registrar of Companies, NCT of Delhi & Haryana, New Delhi. The Company was converted into a public limited company and name of the Company was changed to 'Himachal Fibre Limited' vide Fresh Certificate of Incorporation dated 7th August, 1981 issued by the Registrar of Companies, NCT of Delhi & Haryana, New Delhi. Registered Office of the Company was shifted from the NCT of Delhi to the State of Himachal Pradesh as approved by the Hon'ble Company Law Board, New Delhi Bench, New Delhi, vide Order dated 13th October, 2008. The Registrar of Companies, Punjab, Himachal Pradesh & Chandigarh, registered the aforesaid order and allotted a new CIN to the Company. Name of the Company was changed to its present name 'Rudra Ecovation Limited' vide Fresh Certificate of Incorporation dated 13th February, 2024, issued by the Registrar of Companies, Himachal Pradesh, Chandigarh.

1.1.27 "**Transferee Company**" means **Shiva Texfabs Limited** being a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 4th Floor, Wood Stock Tower, B-35/958, Adarsh Nagar, Ferozepur Road, Ludhiana-141 001, Punjab; e-mail: csstl@shivagroup.info, website: www.shivagroup.info.

Shiva Texfabs Limited [Corporate Identity No. (CIN): U18101PB1993PLC013745; Income Tax Permanent Account No. (PAN): AACCS0279A] (hereinafter referred to as "the Transferee Company/the Company") was originally incorporated under the provisions of the Companies Act, 1956, as a private limited company with the name and style as 'Shiva Fabricators Private Limited' vide Certificate of Incorporation dated 23rd September, 1993 issued by the Registrar of Companies, Punjab, Himachal Pradesh & Chandigarh. The Company was converted into a public limited company as well its Name was changed to its present name 'Shiva Texfabs Limited' vide Fresh Certificate of Incorporation dated 14th March, 2005 issued by the Registrar of Companies, Punjab, Himachal Pradesh & Chandigarh.

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1.1.28 **"Undertaking"** means all the undertaking(s) and entire business of the Transferor Company as a going concern as of the Appointed Date, including all the assets, properties, investments, rights, approvals, licenses and powers, leasehold rights and all the debts, outstandings, liabilities, duties, other obligations and employees including, but not in any way limited to, the following:

a. All the assets and properties (whether movable or immovable, tangible or intangible (including but not limited to rights, titles, interest, goodwill, etc.), real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature), whether or not recorded in the books of accounts of the Transferor Company (including, without limitation, the freehold and leasehold properties of the Transferor Company), investments of all kinds (i.e., shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), furniture, fixtures, machinery, dies and tools, jigs & fixtures, tools under development / prototype lying at company premises or lying with any supplier/ sub-contractor/ customer, office equipment, computers, fixed assets, current assets (including, without limitation, all inventories, stock-in-trade lying at Transferor Company's premises/ warehouses or at any supplier/ sub-contractor/customer or stock-in-transit, tools, plants, merchandise (including, raw materials, supplies, finished goods, and wrapping, supply, advertisement, promotional and packaging material), supplies, finished goods, packaging items, wherever located), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, receivables, any benefit granted under any scheme announced by any customer, advances or deposits paid by or deemed to have been paid by the Transferor Company, financial assets, vehicles, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad.

b. All permits, licenses, permissions, approvals, clearances, consents, benefits, registrations, rights, entitlements, credits, certificates, awards, sanctions, allotments, quotas, no objection certificates, exemptions, concessions, subsidies, liberties and advantages including those relating to privileges, powers, facilities of every kind and description of whatsoever nature and the benefits thereto.

c. All contracts, agreements, customer orders, purchase orders/service orders, orders in hand, tenders, tenders in

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d. process, maintenance contracts, memoranda of understanding, memoranda of undertakings, memorance of agreements, memoranda of agreed points, minutes of meetings, joint notes, bids, tenders, expressions of interest, letters of intent, supply contracts, hire and purchase arrangements, lease/ license agreements, Leave & License agreement, tenancy rights, agreements/ panchnamas for right of way, equipment purchase agreements, agreements with customers, purchase and other agreements with suppliers/manufacture of goods/service providers, providers, other arrangements, undertakings, deeds, bonds, schemes, insurance policies, insurance covers and claims, clearances and other instruments of whatsoever nature and description, whether written, oral or otherwise and all rights, title, interests, claims and benefits thereunder.

e. All applications (including hardware, software, licenses, source codes, parametenzation and scripts), registrations, licenses, trade names, service marks, trademarks, copyrights, brands, patents, domain names, designs, intellectual property rights (whether owned, licensed or otherwise, and whether registered or unregistered), industrial designs, product registrations, trade secrets, research and studies, technical knowhow, confidential information and all such rights of whatsoever description and nature.

f. All rights to use and avail telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interests held in trusts, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in control of or vested in or granted in favour of or enjoyed by the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company.

g. All the credits for taxes such as income tax, wealth tax, central sales tax, service tax, applicable state value added tax, goods and service tax, customs duty, duty draw back or any other export benefits including but not limited to the right to claim credit for indirect taxes such as CENVAT credit, VAT credit, GST credit, or any other input tax credit, advance tax, withholding tax/ TDS, TCS, taxes withheld/ paid in a foreign country, self-assessment tax, regular tax, minimum alternate tax, dividend distribution tax, securities transaction tax, deferred tax assets/ liabilities, accumulated losses under the IT Act and allowance for unabsorbed depreciation under the IT Act, losses brought forward and unabsorbed depreciation as per the books of account and tax refunds of the Transferor Company.

h. All books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), test reports, technical specifications, drawings, computer programs, drawings, manuals, data, databases including databases for procurement, commercial and management, catalogues, User Manuals, Product Manuals, Maintenance and Operational Manuals, Spare Parts Catalogues, Product Approval, Vendor Approvals, quotations, sales and

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advertising materials, product registrations, dossiers, product master cards, lists of present and former customers and suppliers including service providers, other customer information, customer credit information, customer/ supplier pricing information, and all other books and records, whether in physical or electronic form.

i. All debts whether secured or unsecured, liabilities including contingent liabilities, guarantees, duties, taxes and obligations of the Transferor Company of whatsoever kind, nature and description and howsoever arising, raised, incurred or utilized.

j. All staff and employees and other obligations of whatsoever kind, including liabilities of the Transferor Company, with regard to their employees, with respect to the payment of gratuity, provident fund or other compensation or benefits, if any, as on the Effective Date.

k. All legal proceedings, including quasi-judicial, arbitral and other administrative proceedings, of whatsoever nature involving the Transferor Company.

l. All the goodwill, past work experience, past track record, pre-qualifications and business credentials, accumulated experience or performance qualifications including financial, technical, manufacturing and other qualifications, past experience and credentials, business track record, work experience, etc., of the Transferor Company.

1.2 INTERPRETATION

Terms and expressions which are used in this Scheme but not defined herein will, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, and if not defined therein then under the relevant statute/legislation. In this Scheme, unless the context otherwise requires:

i. Words denoting singular will include the plural and vice-versa.

ii. Heading, sub-heading and bold typeface are only for convenience and will not affect the construction or interpretation of this Scheme.

iii. References to clauses, and schedules are, unless the context otherwise requires, are references to clauses, and schedules to this Scheme.

iv. References to one gender includes all genders.

v. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.

vi. Reference to days, months and years are to calendar days, calendar months and calendar years as per the English calendar, respectively.

vii. Any reference to "writing" shall include printing, typing, lithography and other means of reproducing words in visible form.

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viii. Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

ix. All references in this Scheme to statutory provisions shall be construed as meaning and including references to:

a. Any statutory modification, consolidation or re-enactment made after the date of approval of this Scheme by the Board of Directors of the respective Companies and for the time being in force.

b. All subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated).

c. All statutory instruments or orders made pursuant to a statutory provision.

d. Any statutory provisions of which these statutory provisions are a consolidation, re-enactment, or modification.

1.3 SHARE CAPITAL

i. Capital Structure of the Transferor Company as on 23rd December, 2024, being the date of approval of the Scheme by the Board of Directors, is given below:

Particulars	Amount (INR)
Authorised Capital	
17,50,00,000 Equity Shares of ₹1 each	17,50,00,000
1,65,000 (16.5%) Cumulative Redeemable Preference Shares of ₹100 each	1,65,00,000
14,35,000 (4%) Non-cumulative Redeemable Preference Shares of ₹100 each	14,35,00,000
Total	**33,50,00,000**
Issued, Subscribed and Paid-up Capital	
11,30,33,000 Equity Shares of ₹1 each fully paid-up	11,30,33,000
12,00,000 (4%) Non-cumulative Redeemable Preference Shares of ₹100 each	12,00,00,000
Total	**23,30,33,000**

ii. Further, as on the date of approval of this Scheme by the Board of Directors, i.e., as on 23rd December, 2024, the Transferor Company has 89,82,000 outstanding Convertible Warrants exercisable into equal number of Equity Shares of the Company to be ranked pari passu with the existing Equity Shares of the Company. The issued, subscribed and paid-up share capital of the Transferor Company will change upon exercise of the aforesaid Warrants. It is however, clarified that such change in the Issued and paid-up share capital of the Transferor Company will not have any impact on the exchange ratio proposed for the present Scheme of Amalgamation.

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iii. Capital Structure of the Transferee Company as on 23rd December, 2024, being the date of approval of the Scheme by the Board of Directors, is given below:

Particulars	Amount (INR)
Authorised Capital	
3,55,00,000 Equity Shares of ₹10 each	35,50,00,000
Total	**35,50,00,000**
Issued, Subscribed and Paid-up Capital	
3,04,52,934 Equity Shares of ₹10 each fully paid-up	30,45,29,340
47,01,755 Equity Shares of ₹10 each partly paid-up to the extent of ₹3.10 per share	1,45,75,441
Total	**31,91,04,781**

iv. The Transferor Company is a public limited listed company. Equity Shares of the Transferor Company are listed on BSE Limited. Whereas the Transferee Company is a closely held public limited un-listed company. Both the Companies are Group Companies under common management and control. The proposed Scheme of Amalgamation will not result in any change in management or control of the Transferee Company.

v. On Amalgamation, the Transferee Company will be listed on BSE Limited in terms of the SEBI Listing Regulations and SEBI Scheme Circular and other applicable provisions, if any.

vi. There will not be any change in the issued and paid-up share capital of the un-listed Transferee Company during the pendency of the Scheme till the Record Date. Promoter/Promoter Group of the un-listed Transferee Company will not transfer any shares to any other person till the Effective Date of Scheme. In case any such transfer takes place, the Acquirer(s) shall be classified as the Promoter post-Scheme and provisions of lock-in shall apply to such Acquirer(s). Further, there shall not be any change in the Shareholding Pattern of the un-listed Transferee Company between the Record Date and listing.

vii. Entire issued and paid-up Preference Share Capital of the Transferor Company consisting of 12,00,000 (4%) Non-cumulative Redeemable Preference Shares of ₹100 each aggregating to ₹12,00,00,000, is held by the Transferee Company. Further, entire partly paid Equity Shares issued by the Transferee Company consisting of 47,01,755 Equity Shares of ₹10 each partly paid-up, are held by the Transferor Company. It is confirmed that there will be no change in aforesaid cross holding between the Transferor Company and the Transferee Company during the pendency of this Scheme till the Record Date. It is, accordingly, clarified that upon the Scheme becoming effective, the abovementioned crossholding of shares between the Transferor Company and the Transferee Company shall stand cancelled.

TRANSFER AND VESTING OF UNDERTAKING(S)

Upon the Scheme becoming effective and with effect from the commencement of business on the Appointed Date, and subject to the provisions of this Scheme and pursuant to Sections 230 & 232 of the Act, and other applicable provisions, if any, the whole of the Undertaking of the Transferor Company shall stand transferred to the Transferee

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Company on a going concern basis and all assets, liabilities, contracts, arrangements, employees, Permits, licenses, registrations, enlistment, records, no objection certificates, approvals, credentials, litigations, etc., of the Transferor Company shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, so as to become as and from the Appointed Date, the assets, liabilities, contracts, arrangements, employees, Permits, licenses, registrations, enlistment, records, approvals, etc., of the Transferee Company by virtue of, and in the manner provided in this Scheme.

2.2 Without prejudice to the generality of the above and to the extent applicable, unless otherwise stated herein, with effect from the Appointed Date:

2.2.1 All assets of the Transferor Company that are movable in nature and/or otherwise capable of transfer by physical or constructive delivery, novation and/or by endorsement and delivery or by operation of law shall be vested in and/or deemed to be vested in the Transferee Company from the Appointed Date. Upon this Scheme becoming effective, the title of such property shall be deemed to have been mutated and recognised as that of the Transferee Company, absolutely and forever, from the Appointed Date.

2.2.2 In respect of such of the assets of the Transferor Company other than those referred to in Clause 2.2.1 above, including investment in shares or any other securities, actionable claims, outstanding loans and advances, earnest monies, receivables, bills, credits, if any, recoverable in cash or in kind or for value to be received all kind of banking accounts including but not limited to current and saving accounts, term deposits, deposits, if any, with Appropriate Authority and other authorities and bodies, shall, without any further act, instrument or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as on the Appointed Date. The Transferee Company shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard. The Transferee Company (without it being obliged to do so), if it deems appropriate, may give notice in such form as it deems fit and proper, to each such debtor or obligor or any other Person, that pursuant to the sanction of the Scheme, such investment, debt, loan, advance, claim, bank balance, deposit or other asset 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 Company, to recover or realize all such debts (including the debts payable by such debtor or obligor or any other Person to the Transferor Company) stands transferred and assigned to the Transferee Company and that appropriate entries should be passed in the books of accounts of the relevant debtors or obligors or other Persons to record such change.

2.2.3 With effect from the Appointed Date, all immovable properties of the Transferor Company, including land together with the heavy equipment, plant & machinery, buildings and structures standing thereon or embedded to the land and rights and interests in immovable properties of the Transferor Company, whether freehold or leasehold or licensed or otherwise and all documents of title, rights, security deposits and easements in relation thereto shall stand vested in and/or be deemed to have been vested in the Transferee Company on the same terms and conditions, by operation of Law pursuant to the sanctioning of the Scheme. Such

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assets shall stand vested in the Transferee Company and shall be deemed to be and become the property as an integral part of the Transferee Company by operation of law. The Transferee Company shall upon the NCLT Order sanctioning the Scheme and upon the Scheme becoming effective, be always entitled to all the rights and privileges attached in relation to such immovable properties including refund of any security deposits and shall be liable to pay appropriate rent, rates and taxes and fulfill all obligations in relation thereto or as applicable to such immovable properties. Upon this Scheme becoming effective, the title to such properties shall be deemed to have been mutated and recognised as that of the Transferee Company and the mere filing thereof with the appropriate registrar or sub-registrar or with the relevant Governmental Authority shall suffice as record of continuing titles with the Transferee Company and shall be constituted as a deemed mutation and substitution thereof. The Transferee Company shall upon the Scheme becoming effective be entitled to the delivery and possession of all documents of title to such immovable property in this regard. It is hereby clarified that all the rights, title and interest of the Transferor Company in any leasehold properties shall without any further act, instrument or deed, be vested in or be deemed to have been vested in the Transferee Company.

2.2.4 With effect from the Appointed Date, all assets, brands, trademarks, patents, rights, title, interests and investments of the Transferor Company shall also without any further act, instrument or deed stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company.

2.2.5 With effect from the Appointed Date, all debts (secured and unsecured), liabilities, bonds, debentures (including contingent liabilities), duties and obligations of every kind, nature and description of the Transferor Company shall without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in, the Transferee Company, so as to become on and from the Appointed Date, the debts, liabilities, bonds, debentures (including contingent liabilities), duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company. Further, it shall not be necessary to obtain the Consent of any Person who is a party to contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause. Necessary modification, as may be required would be carried out to the debt instrument issued by the Transferor Company, if any.

2.2.6 Upon this Scheme becoming effective, the secured creditors of the Transferor Company and/or other holders of encumbrance over the properties of the Transferor Company shall be entitled to encumbrance only in respect of the properties, assets, rights, benefits and interest of the Transferor Company, as existing immediately prior to the amalgamation of the Transferor Company with the Transferee Company and the secured creditors of the Transferee Company and/or other holders of encumbrance over the properties of the Transferee Company shall be entitled to encumbrance only in respect of the properties, assets, rights, benefits and interest of the Transferee Company, as existing immediately prior to the amalgamation of the Transferor Company

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with the Transferee Company. It is hereby clarified that pursuant to the amalgamation of the Transferor Company with the Transferee Company, (a) the secured creditors of the Transferor Company and/or other holders of encumbrance over the properties of the Transferor Company shall not be entitled to any additional encumbrance over the properties, assets, rights, benefits and interest of the Transferee Company and therefore, such assets which are not currently encumbered shall remain free and available for creation of any encumbrance thereon in future in relation to any current or future indebtedness of the Transferee Company; and (b) the secured creditors of the Transferee Company and/or other holders of encumbrance over the properties of the Transferee Company shall not be entitled to any additional encumbrance over the properties, assets, rights, benefits and interest of the Transferor Company and therefore, such assets which are not currently Encumbered shall remain free and available for creation of any encumbrance thereon in future in relation to any current or future indebtedness of the Transferee Company.

2.2.7 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts, demat accounts, if any, of the Transferor Company and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in relation to the Transferor Company in the name of the Transferee 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 have been formally given effect to under such contracts and transactions. Further, the Transferee Company, if so required, shall also be entitled to maintain one Bank Account in the name of the Transferor Company to enable it to deposit/encash any payment or refund received in the name of the Transferor Company. All such deposits will, then, be transferred to the bank account of the Transferee Company. It may, however, be clarified that such bank account(s) (in the name of the Transferor Company) will be used only for the limited purpose of depositing/encashing any refund or other payments received in the name/in favour of the Transferor Company. Such bank account will not be used for normal banking transactions.

2.2.8 With effect from the Effective Date, the security creation, borrowing and investment limits of the Transferee Company under the Act shall be increased to the extent of the security creation, borrowing and investment limits of the Transferor Company, such limits being incremental to the existing limits of the Transferee Company.

2.2.9 Any corporate approvals obtained by the Transferor Company, whether for the purposes of compliance or otherwise, shall stand transferred to the Transferee Company and such corporate approvals and compliance shall be deemed to have been obtained and complied with by the Transferee Company.

2.2.10 All Governmental Approvals, Customer Approvals and other consents, permissions, quotas, rights, authorizations, entitlements, no objection certificates and licenses, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be entitled to use or which may be required to carry on the operations

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of the Transferor Company, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Appropriate Authority in favour of the Transferee Company. In so far as the various incentives, GST benefits /service tax benefits, subsidies (including applications for subsidies), rehabilitation schemes, grants, special status, rights, and other benefits or privileges enjoyed, granted by any Governmental Authority or by any other Person, or availed of by the Transferor Company are concerned, the same shall, without any further act or deed, vest with and be available to the Transferee Company on the same terms and conditions as are available to the Transferor Company.

2.2.11 With effect from the Appointed Date, all registrations, licenses, trademarks, brands, copyrights, domain names, patents, tradenames, industrial designs, product registrations and any other intellectual property pertaining to the Transferor Company, including any pending application for the aforesaid, if any, shall stand vested in the Transferee Company without any further act, instrument or deed, upon the sanction of the Scheme.

2.2.12 Upon the Scheme becoming effective, all the goodwill, past experience, past track record and business credentials, etc., gained by the Transferor Company shall be transferred to and vest in the Transferee Company. Accordingly, for the purpose of entering into any contract, tenders, bid documents, expression of interest, memorandum of understanding, agreements or any other purpose, the experience, track record and credentials gained by the Transferor Company shall considered to be equivalent as the experience, track record and credentials of the Transferee Company.

2.2.13 All Taxes (including but not limited to advance tax, self-assessment tax, regular tax, tax deducted at source, minimum alternate tax credits, dividend distribution tax, securities transaction tax, taxes withheld/ paid in a foreign country, value added tax, sales tax, service tax, goods and service tax etc.) paid or payable by or refunded or refundable to the Transferor Company with effect from the Appointed Date, including all or any refunds or claims shall be treated as the tax liability or refunds/ claims, etc. as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, accumulated losses and allowance for unabsorbed depreciation as per Section 72A of the IT Act, losses brought forward and unabsorbed depreciation as per books of account, deductions otherwise admissible such as under Section 40, 40A, 43B, etc., of the IT Act, exemptions, credits, holidays, remissions, reductions, service tax input credits, GST input credits, etc., as would have been available to the Transferor Company, shall pursuant to this Scheme becoming effective, be available to the Transferee Company. This Clause to be read along with Clause 3 of this Scheme.

2.2.14 All the Customers of the Transferor Company, any Governmental Authority, Appropriate Authority or any other third party required to give effect to any provisions of this Scheme, shall take on record the NCLT Order sanctioning the Scheme on its file and duly record the necessary substitution or endorsement in the name of the

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Transferee Company as successor in interest, pursuant to the sanction of this Scheme by NCLT, and upon this Scheme becoming effective. For this purpose, the Transferee Company shall file certified copies of such NCLT Order and if required, file appropriate applications or forms with relevant authorities concerned for statistical and information purposes only and there shall be no break in the validity and enforceability of Governmental Approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, tenders, licenses (including the licenses granted by any Appropriate Authority for the purpose of carrying on the business or in connection therewith), and certificates of every kind and description of whatsoever nature.

2.2.15 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that with effect from the Appointed Date, all consents, permissions, certificates, clearances, authorities, power of attorneys given by, issued to or in favour of the Transferor Company shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company.

2.2.16 The Transferee Company shall, at any time after coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, execute appropriate deeds of confirmation or other writings or arrangements with any party to any contract or arrangement in relation to which the Transferor Company has been a party, including any filings with the Appropriate Authority, in order to give formal effect to the above provisions. The Transferee Company shall for this purpose, under the provisions hereof, be deemed to have been authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.

2.2.17 With effect from the Effective Date, all inter se contracts solely between the Transferor Company and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company.

2.2.18 With effect from the Effective Date, there will be no accrual of income or expense on account of any transactions, including inter alia any transactions in the nature of sale or transfer of any goods, materials or services, between the Transferor Company and the Transferee Company. For avoidance of doubt, it is hereby clarified that with effect from the Effective Date, there will be no accrual of interest or other charges in respect of any inter se loans, deposits or balances between the Transferor Company and the Transferee Company.

2.2.19 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; (ii) uninterrupted transfer of the relevant consents, approvals, patents, permissions, customer orders, tenders, licenses, registrations, certificates etc.; and (iii) continued vesting of the benefits, exemptions available to the Transferor Company in favour of the Transferee Company, the Board of Directors of the Transferor Company and the Transferee Company shall be deemed to be

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authorized to execute or enter into necessary documentations with any Appropriate Authority or third parties, if applicable and the same shall be considered as giving effect to the NCLT Order and shall be considered as an integral part of this Scheme. Further, the Transferee Company shall be deemed to be authorized to execute or enter into necessary documentations with any Appropriate Authority or third parties, if applicable, on behalf of the Transferor Company and to carry out or perform all such formalities or compliance required for the purpose of implementation of the provisions of the Scheme.

2.2.20 For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure the smooth transition and sales of products and inventory of the Transferor Company manufactured and/or branded and/or labelled and/or packed in the name of the Transferor Company prior to the Effective Date, the Transferee Company shall have the right to own, use, market, sell, exhaust or to in any manner deal with any such products and inventory (including packing material) pertaining to the Transferor Company at manufacturing locations or warehouses or retail stores or elsewhere, without making any modifications whatsoever to such products and/or their branding, packing or labelling. All invoices/ payment related documents pertaining to such products and inventory (including packing material) may be raised in the name of the Transferee Company after the Effective Date.

2.2.21 All other assets & liabilities of the Transferor Company, which may not be specifically covered in the aforesaid Clauses, shall also stand transferred to the Transferee Company with effect from the Appointed Date.

3. TAXES, DUTIES, CESS, ETC.

3.1 On or after the Effective Date, the Companies shall have the right to revise their respective financial statements, returns and tax returns along with the prescribed forms, filings and annexures under the provisions of IT Act (including for the purpose of re-computing income-tax under the normal provisions, minimum alternative tax, and claiming other tax benefits), Wealth Tax Act, 1957, customs duty law, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and services tax, VAT law or other tax laws, and to claim refunds and/or credits for Taxes paid (including minimum alternate tax, tax deducted at source, tax collected at source, goods and service tax etc.), and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme.

3.2 As and from the Effective Date, all tax proceedings of the Transferor Company shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. Further, all tax proceedings shall not in any way be prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.

3.3 Any Tax liabilities under the Income Tax Act, Wealth Tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and service tax, VAT law or other applicable laws/ regulations dealing with taxes, duties, levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made

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as on the date immediately preceding the Appointed Date shall be transferred or stand transferred to Transferee Company. Any surplus in the provision for taxation/ duties/ levies account including advance tax and tax deducted at source, tax collected at source, and MAT credit as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

3.4 Any refund under the IT Act including TDS and TCS, Wealth Tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and service tax including TDS and TCS, Duty drawback or any export benefits, VAT law or other applicable laws/ regulations dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company or due to Transferor Company consequent to the assessment made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

3.5 Any tax payment (including, without limitation, income-tax, minimum alternate tax and income tax credits, taxes withheld/ paid in a foreign country, dividend distribution tax, securities transaction tax, sales tax, excise duty, custom duty, service tax, value added tax, goods and service tax etc.) whether by way of deduction/collection at source, advance tax or otherwise, howsoever, by the Transferor Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by the Transferor Company/the Transferee Company including on payables to the Transferee Company/the Transferor Company including on account of investments (if any) held by the Transferee Company in the Transferor Company which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

3.6 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company under the IT Act, Wealth Tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, goods and service tax, VAT law or other applicable laws/ regulations dealing with taxes/ duties/ levies shall be made or deemed to have been made and duly complied with by the Transferee Company.

3.7 All deductions otherwise admissible to the Transferor Company including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Sections 40, 40A, 43B, etc., of the IT Act) shall be available for deduction to the Transferee Company as it would have been available to the Transferor Company.

3.8 Subject to the provisions of Section 72A of the IT Act, the accumulated losses and the allowance for unabsorbed depreciation of the Transferor Company, as the case may be, shall be deemed to be the loss and the allowance for unabsorbed depreciation of the Transferee Company.

3.9 Further, the losses and unabsorbed depreciation as per books of account of the Transferor Company as on the date immediately preceding the Appointed Date shall be deemed to be the brought forward losses and unabsorbed depreciation of the Transferee Company for the purpose of computation of book profit to calculate the minimum alternate tax payable by the Transferee Company, in accordance with the applicable provisions of the IT Act.

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3.10 Without prejudice to the generality of the above, accumulated losses and allowance for unabsorbed depreciation as per Section 72A of the IT Act, losses brought forward and unabsorbed depreciation as per books of account, credits (including, without limitation income tax, minimum alternate tax, tax deducted at source, taxes withheld/ paid in a foreign country, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, customs duty drawback, goods and service tax, etc.) to which the Transferor Company is entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company upon coming into effect of this Scheme.

4. PERMITS

4.1 With effect from the Appointed Date, all the Permits, registrations, enlistment, and approvals held or availed of by, and all rights and benefits that have accrued to, the Transferor Company, pursuant to the provisions of Sections 230 & 232 of the Act, shall be transferred to and vested in the Transferee Company and shall stand transferred to and vested in or be deemed to have been transferred to, and vested in, and be available to, the Transferee Company so as to become as and from the Appointed Date, the Permits, estates, assets, rights, title, interests and authorities of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions. The benefits and obligations of all statutory and regulatory permissions, licenses, environmental approvals and consents, sales tax registrations or other licenses and consents shall vest in and become available to the Transferee Company, pursuant to this Scheme. In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed, granted by any Appropriate Authority, Government body, local authority or by any other Person, or availed of by the Transferor Company are concerned, the same shall vest with and be available to the Transferee Company, on the same terms and conditions. Upon the vesting and transfer of the Undertaking pursuant to this Scheme, all the concerned licensor and grantors of such Permits shall promptly mutate, endorse and/or transfer where necessary, and record the Transferee Company on such Permits so as to empower and facilitate the transfer and vesting of the Undertaking in the Transferee Company and continuation of operations pertaining to the Undertaking in the Transferee Company without any hindrance.

4.2 Upon the Effective Date and until the Permits are transferred, vested, recorded, effected, and/or perfected, in the record of the Appropriate Authority, in favour of the Transferee Company, the Transferee Company is authorized to carry on business under the relevant Permit, license and/or approval, as the case may be, and the Transferee Company shall keep a record and/or account of such transactions.

5. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, understandings whether written or oral and other instruments, if any, of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect on the Appointed Date, without any further act, instrument or deed, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectively as, if instead of

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the Transferor Company, the Transferee Company had been a party or beneficiary or oblige thereto.

5.2 Without prejudice to other provisions of this Scheme and notwithstanding the fact that the vesting of the Undertaking occurs by virtue of this Scheme itself, 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 Applicable Law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations, novation agreement, other writings or arrangements with any party to any contract or arrangement to which the Transferor Company was a party or any writings as may be necessary in order to give format effect to the provisions of this Scheme. The Transferee Company shall be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all formalities or compliances required for the purposes referred to above on the part of the Transferor Company.

5.3 On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Transferor Company, on behalf of the Transferor Company, in so far as may be necessary until the transfer of rights and obligations of the Undertaking to the Transferee Company under this Scheme have been given effect to under such contracts and transactions.

6. LEGAL PROCEEDINGS

Upon this Scheme coming into effect, if any suit, appeal or other legal proceeding including quasi-judicial, arbitral and other administrative proceedings, if any, of whatsoever nature by or against the Transferor Company is pending on the Effective Date, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or anything contained in this Scheme but the 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, if this Scheme had not been made.

7. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the Undertaking into the Transferee Company and continuance of proceedings by or against the Transferee Company, as provided herein, shall not affect any transactions or proceedings already concluded by the Transferor Company before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by and/or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.

8. DISSOLUTION OF TRANSFEROR COMPANY

On this Scheme becoming effective, the Transferor Company shall stand dissolved without the process of winding up.

9. STAFF, WORKMEN AND EMPLOYEES OF TRANSFEROR COMPANY

9.1 On the Scheme becoming effective, all staff, workmen and employees, of the Transferor Company in service on the Effective Date, shall become and deemed to have become staff, workmen and employees of the Transferee Company on such date without any break or interruption in their service and on the basis of continuity of service, and upon terms

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and conditions not less favorable than those applicable to them in the Transferor Company on the Effective Date.

9.2 On the Scheme becoming effective, Provident Fund, Gratuity Fund, trust, scheme or benefits created or existing for the benefit of the employees of the Transferor Company, if any, shall be continued on the same terms or conditions or be transferred to the existing provident fund, employee state insurance contribution, staff welfare scheme, etc., being maintained by the Transferee Company or as may be created by the Transferee Company for such purpose and the Transferee Company shall stand substituted for the Transferor Company for all purposes and intents, whatsoever, relating to the administration or operation of such schemes or funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions of such funds. It is the intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such trusts, funds or schemes shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continued for the purpose of the aforesaid trusts, funds, scheme or provisions.

10. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY

From the Appointed Date until the Effective Date,

10.1 The Transferor Company shall stand possessed of all the assets and properties referred to in Clause 2.1 above, in trust for the Transferee Company. Accordingly, any asset or property acquired by the Transferor Company, on or after the Appointed Date, shall be deemed to be the assets and properties of the Transferee Company.

10.2 The Transferor Company shall be deemed to have carried on business and activities for and on behalf of and for the benefit and on account of the Transferee Company.

10.3 Any income or profit accruing to the Transferor Company and all costs, charges and expenses or loss arising or incurring by the Transferor Company on and from the Appointed Date shall, for all purposes and intents, be treated as the income, profits, costs, charges, expenses or loss, as the case may be, of the Transferee Company.

10.4 Any of the rights, powers, authorities, privileges exercised by the Transferor Company shall be deemed to have been exercised by such Transferor Company for and on behalf of, and in trust for the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by Transferor Company shall be deemed to have been undertaken for and on behalf of the Transferee Company.

10.5 All debts, liabilities, loans raised and used, liabilities and obligations incurred, duties and obligations which arise or accrue to the Transferor Company on or after the Appointed Date, shall be deemed to be of the Transferee Company.

10.6 The Transferor Company shall not, without the prior written consent of the Board of Directors of the Transferee Company or pursuant to any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage or encumber or otherwise deal with or dispose of any undertaking or any part thereof except in the ordinary course of its business.

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11. CONSIDERATION FOR AMALGAMATION

11.1 Equity Shares: Upon the Scheme finally coming into effect and in consideration of the transfer and vesting of all the said assets and liabilities of the Transferor Company to the Transferee Company in terms of this Scheme, the Transferee Company shall, without any further application or deed, issue and allot Equity Share(s) to the Equity Shareholders of the Transferor Company, whose names appear in the Register of Members/list of Beneficial Owners as received from the Depositories as on the Record Date, in the following ratio:

i. The Transferee Company-Shiva Texfabs Limited will issue 0.213 (zero point two one three) Equity Share of ₹10 each, credited as fully paid-up, to the Equity Shareholders of the Transferor Company for every 1 (one) Equity Share of ₹1 each held in the Transferor Company-Rudra Ecovation Limited.

11.2 Fractional entitlements, if any, shall be aggregated and held by a trust, nominated by the Board of Directors of the Transferee Company, in that behalf, who shall sell such shares in the market at such price, within a period of 90 days from the date of allotment of shares, as per the Scheme. The Transferee Company shall submit to the Designated Stock Exchange a report from its Audit Committee and the Independent Directors certifying that the Transferee Company has compensated the eligible shareholders against their respective fractional entitlement, within a period of seven days of compensating the shareholders.

11.3 Convertible Warrants: As mentioned in Clause 1.3 (v) of this Scheme, the Transferor Company has issued Convertible Warrants exercisable into equal number of Equity Shares of the Transferor Company. Upon the Scheme finally coming into effect, these Convertible Warrants will be treated in the following manner:

i. Convertible Warrants which are already converted into Equity Shares of the Transferor Company on or before the Record Date of the present Scheme:

The Transferee Company will issue its Equity Shares in lieu of the Equity Shares issued in the Transferor Company on conversion of Convertible Warrants in the ratio of 0.213:1, as mentioned in Clause 11.1 above.

ii. Convertible Warrants which are outstanding in the Transferor Company as on the Record Date of the present Scheme:

The Transferee Company will issue 0.213 (zero point two one three) Convertible Warrant to the Warrant Holders of the Transferor Company for every 1 (one) Convertible Warrant held in the Transferor Company. Subsequently, all such convertible warrants, issued in the Transferee Company in the aforesaid manner, shall be eligible to get 1 (one) Equity Share in the Transferee Company for every 1 (one) Convertible warrant.

11.4 Any fraction of warrant arising out of the aforesaid exchange process, if any, will be rounded off to nearest whole number.

11.5 Preference Shares: Entire issued and paid-up Preference Share Capital of the Transferor Company is held by the Transferee Company only.

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Upon the Scheme finally coming into effect, entire issued and paid-up Preference Share Capital of the Transferor Company will be cancelled as crossholding. Hence, no new share will be issued in lieu of the Preference Shares.

11.6 New Equity Shares to be issued in terms of Clause 11.1 above shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company. New Equity Shares shall rank pari passu in all respects, including dividend, with the existing Equity Shares of the Transferee Company.

11.7 All the terms and conditions of new Convertible Warrants issued by the Transferee Company pursuant to this Scheme shall remain the same as in the Transferor Company. Accordingly, on amalgamation, the Convertible Warrant Holders will have the same rights and obligations as they had in the Transferor Company. It is, however, clarified that the balance amount payable on conversion of such Convertible Warrants into Equity Shares in the Transferee Company will remain the same on gross basis as would have been payable in the Transferor Company. Quantum of balance amount payable would not be impacted due the fact that lesser number of Convertible Warrants are issued by the Transferee Company pursuant to the Scheme. The lock-in period and the tenure of the Convertible Warrants to be issued by the Transferee Company shall continue in the Transferee Company, for the remaining period as per the original terms of issue in the Transferor Company.

Example:

Particulars	Value
Number of Convertible Warrants held in the Transferor Company	1,000
Issue Price in the Transferor Company (INR per Convertible Warrant)	48
Upfront payment already made in the Transferor Company at the time of issuance of Convertible Warrants (@25% of Issue Price) (INR per Convertible Warrant)	12
Balance amount payable at the time of conversion into Equity Shares (INR per Convertible Warrant)	36
Total balance amount payable at the time of conversion into Equity Shares in the Transferor Company before the Scheme is effective	36,000

In case, the conversion into Equity Shares is made after the Scheme is effective, the following scenario will emerge:

Convertible Warrants to be issued in the Transferee Company pursuant to the Scheme	213
Total balance amount payable at the time of conversion into Equity Shares in the Transferee Company after the Scheme is effective	36,000

The issue and allotment of New Equity Shares and Convertible Warrants by the Transferee Company, as provided in this Scheme, is an integral part thereof. The members of the Transferee Company, on approval of the Scheme, shall be deemed to have given their approval under Sections 42 & 62 of the Companies Act, 2013, and other applicable provisions, if any, for issue of fresh Equity Shares and Convertible Warrants in terms of this Scheme.

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11.9 In the event there being any pending share transfer(s), the Board of Directors of the Transferor Company or the Transferee Company or any committee thereof, will be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such transfer in the Transferor Company as if such changes in the registered holders were operative on the Record Date, in order to remove any difficulty arising on account of such transfer and in relation to shares to be issued to the shareholders of the Transferor Company pursuant to this Scheme.

11.10 Shares to be issued by the Transferee Company pursuant to this Scheme in respect of any shares of the Transferor Company, which are held in abeyance under the provisions of the Act or otherwise, will be held in abeyance by the Transferee Company.

11.11 New Equity Shares to be issued by the Transferee Company to the shareholders of the Transferor Company in terms of this Scheme, will be issued in dematerialized form with the equity shares being credited to the existing depository account of the Equity Shareholders of the Transferor Company. All those equity shareholders who hold shares of the Transferor Company in physical form, shall receive New Shares in the Transferee Company in dematerialized form only, provided that the details of their account with the depository participant are intimated in writing to the Transferee Company and provided such intimation has been received by the Transferee Company at least 7 (seven) days before the Record Date. If no such intimation is received from any shareholder who holds shares of the Transferor Company in physical form at least 7 (seven) days before the Record Date, the Transferee Company shall keep such shares in abeyance/escrow account/suspense account/with a trustee nominated by the Board of the Transferee Company for the benefit of such shareholders or shall be dealt with as provided under the Applicable Law and will be credited to the respective depository participant accounts of such shareholders as and when the details of such shareholder's account with the depository participant are intimated in writing to the Transferee Company and/or its registrar, if permitted under Applicable Law.

11.12 It is clarified that in the event of any change in the capital structure of the Transferor Company or the Transferee Company such as share split or consolidation of shares, issue of bonus shares, rights issue or other similar action; or any material accounting changes at any time before the Record Date; the Share Exchange Ratio as specified in Clause 11.1 and 11.3 of this Scheme, may be suitably adjusted for such changes, if and to the extent required, with mutual consents of the Board of Directors of the Transferor Company and Transferee Company. Any such adjustment in the Share Exchange Ratio will be deemed to be carried out as an integral part of this Scheme upon agreement in writing by the Board of Directors of the Transferor Company and the Transferee Company. It is clarified that the aforesaid stipulation will not apply on change in issued capital of the Transferor Company on conversion of Convertible Warrants into Equity Shares.

11.13 It is, however, clarified that provisions of this Scheme with regard to issue of shares by the Transferee Company will not apply to the share application money, if any, which may remain outstanding in the Transferor Company as on the Record Date.

For RUDRA ECOVATION LTD

Company Secretary/Auth. Sign.

For SHIVA TEXYARN LTD

Director/Auth. Sign.

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12. UPON THIS SCHEME BECOMING EFFECTIVE

12.1 Entire Issued Share Capital and share certificates of the Transferor Company will automatically stand cancelled. Shareholders of the Transferor Company will not be required to surrender the Share Certificates held in the Transferor Company.

12.2 Cross holding of shares as on the Record Date between the Transferor Company and the Transferee Company, if any, will stand cancelled. Approval of this Scheme by the Shareholders and/or Creditors of the Transferor Company and the Transferee Company, as the case may be, and sanction by the Tribunal under Sections 230 & 232 of the Companies Act, 2013, will be sufficient compliance with the provisions of Section 66 of the Companies Act, 2013, and other applicable provisions, if any, relating to the reduction of share capital on cancellation of cross holding, if any. However, such reduction would not involve either the diminution of any liability in respect of un-paid share capital or the payment to any shareholder of any paid-up share capital.

12.3 The authorised share capital of the Transferor Company will be added to and will form part of the authorised share capital of the Transferee Company. Accordingly, the authorised Equity Share Capital of the Transferee Company will stand increased to the extent of the aggregate authorised share capital of the Transferor Company as on the Effective Date. In terms of the provisions of Section 232(3)(i) of the Companies Act, 2013, and other applicable provisions, if any, the aggregate fees paid by the Transferor Company on the authorised capital will be set-off against the fees payable by the Transferee Company on the increase in the authorised share capital as mentioned above. It is hereby clarified that the Transferee Company will pay the balance fee, if any, on the aforesaid increase in the authorised share capital after deducting the aggregate fees paid by the Transferor Company on the pre-merger authorised share capital.

Clause V/Capital Clause of the Memorandum of Association and relevant article(s) of the Articles of Association, if any, of the Transferee Company will stand modified to give effect to the aforesaid increase in the authorised share capital of the Transferee Company. Approval of the present Scheme of Amalgamation by the Shareholders of the Transferor/Transferee Companies will be sufficient for the aforesaid modification in Clause V of the Memorandum of Association and relevant article(s) of the Articles of Association, if any, of the Transferee Company and no further approval will be required for the same.

12.4 Save as provided in this Scheme, the Transferee Company will increase/modify its Authorized Share Capital to implement the terms of this Scheme, to the extent necessary. It is, however, clarified that approval of the present Scheme of Amalgamation by the Shareholders of the Transferee Company will be sufficient for such modification/ increase in the authorised share capital and no further approval from the Shareholders or any other person will be required for the same.

12.5 Upon this Scheme becoming effective, name of the Transferee Company will be replaced with the name of the Transferor Company. Accordingly, on this Scheme coming into effect, name of the Transferee Company will be changed to 'Rudra Ecovation Limited'. The Transferee Company will

For RUDRA ECOVATION LTD

Company Secretary/Auth. Sign.

For SHIVA TEXFAB LTD.

Director/Auth. Sign.

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comply with the applicable provisions of the Companies Act, 2013, and other applicable provisions, if any, in connection with the aforesaid change of name. Further, the Transferee Company will make necessary application(s) and file the requisite form(s) in this regard. The concerned Registrar of Companies and other Competent Authorities, if any, will give necessary approval for the aforesaid change of name.

12.6 Upon this Scheme becoming effective, the Transferee Company and/or the Transferor Company will take necessary steps for the smooth and uninterrupted transition/transfer of undertaking and business of the Transferor Company on amalgamation. Without prejudice to the generality of the aforesaid, following are the salient features/chronology to be followed in this regard:

i. Upon the Scheme becoming effective, the Transferee Company will inform approval of this Scheme of Amalgamation by the Hon'ble NCLT to the customers of the Transferor Company, concerned Appropriate Authority, and other relevant third parties which will promptly give effect to the amalgamation in their records and will do the needful to give effect to this Scheme of Amalgamation.

ii. All the customers of the Transferor Company, all concerned Appropriate Authority and relevant third parties will take note of the same and will take all necessary steps to give effect to the Scheme of Amalgamation including but not limited to changing the name of the Transferor Company with the Transferee Company, details of the bank account(s) of the Transferor Company will be replaced with that of the Transferee Company.

iii. It is clarified that no adverse action will be taken against the Transferee Company for any delay in action taken by the customers, concerned Appropriate Authority and relevant third parties in giving effect of the sanction of this Scheme.

13. ACCOUNTING TREATMENT FOR AMALGAMATION

13.1 Upon the Scheme becoming effective, Amalgamation of the Transferor Company with the Transferee Company and other connected matters will be accounted for in accordance with the applicable provisions of the Companies Act, 2013, Accounting Standards prescribed under Section 133 of the Companies Act, 2013, and Generally Accepted Accounting Principles.

13.2 The Transferee Company shall give effect of the proposed Amalgamation in its books of accounts in accordance with the applicable provisions of the Companies Act, 2013, Accounting Standards prescribed under Section 133 of the Companies Act, 2013, and Generally Accepted Accounting Principles.

13.3 Without prejudice to the generality of the aforesaid, following are the salient features of the accounting treatment to be given:

i. All the assets and liabilities recorded in the books of the Transferor Company shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at the respective values as per Ind AS/Accounting Standard as on the Appointed Date.

For RUDRA ECOVATION LTD

Company Secretary/Auth. Sign

For SHIVATEX LTD

Director/Auth. Sign.

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ii. To the extent, there are any inter-corporate loans, advances, payable/receivable or any other inter-company balances between the Transferor Company and the Transferee Company, the rights and obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of the Transferee Company. Similarly, any cross holding of shares, as on the Record Date, between the Transferor Company and the Transferee Company, if any, shall also stand cancelled.

iii. All the reserves of the Transferor Company under different heads shall become the corresponding reserves of the Transferee Company. Similarly, balance in the Profit & Loss Accounts of the Transferor and Transferee Companies will also be clubbed together.

iv. Any deficit arising out of Amalgamation (including on account of cancellation of cross holdings or any other inter-company balances) shall be adjusted against reserves and surplus, in that order, in the books of the Transferee Company. Whereas any surplus arising out of Amalgamation (including on account of cancelling of cross holdings or any other inter-company balances) shall be credited to capital reserve.

v. Accounting policies of the Transferor Company will be harmonized with that of the Transferee Company following the Amalgamation.

13.4 It is, however, clarified that the Board of Directors of the Transferee Company, in consultation with the Statutory Auditors, may account for the present Amalgamation and other Scheme matters in such manner as to comply with the provisions of Section 133 of the Companies Act, 2013, the applicable Accounting Standard(s), Generally Accepted Accounting Principles and other applicable provisions, if any.

14. COMPLIANCE WITH TAX LAWS

14.1 The provisions of this Scheme relating to Amalgamation have been drawn up to comply with the conditions relating to "Amalgamation" as defined under Section 2(1B) read with other applicable provisions of the Income Tax Act, 1961.

14.2 It is clarified that the present Scheme of Amalgamation will result in the following:

i. All the property and assets of the Transferor Company immediately before the Amalgamation shall become the property and assets of the Transferee Company by virtue of the Amalgamation.

ii. All the liabilities of the Transferor Company immediately before the Amalgamation shall become the liabilities of the Transferee Company by virtue of the Amalgamation.

iii. The Transferee Company will issue, in consideration of the Amalgamation, its shares, credited as fully paid, to the shareholders of the Transferor Company on a proportionate basis except the cross holding.

iv. Shareholders holding not less than three-fourths in value of the shares in the Transferor Company (other than shares already held therein immediately before the Amalgamation by, or by a nominee for, the Transferee Company or its subsidiary) shall become shareholders of the Transferee Company by virtue of the amalgamation.

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For SHIVA TEXYARNS LTD

Director/Auth. Sign.

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v. Amalgamation of the Transferor Company and transfer of Undertaking with and into the Transferee Company shall be on a going-concern basis.

14.3 It is clarified that if, at a later date, any of the terms or provisions of the Scheme relating to Amalgamation are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the Income Tax Act, 1961, including as a result of an amendment of law or enactment of new legislation or any other reason whatsoever, the provisions of Section 2(1B) of the Income Tax Act, 1961, or corresponding provisions of any amended or newly enacted law, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961 or such newly enacted law or new legislation. Such modifications will, however, not affect the other provisions of the Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of the Transferee Company, which power can be exercised at any time and shall be exercised in the best interests of the Companies and their shareholders.

15. LISTING OF THE TRANSFEREE COMPANY AND COMPLIANCE WITH SEBI REGULATIONS

15.1 Equity Shares of the Transferor Company are presently listed on BSE. In terms of the provisions of the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the SEBI Listing Regulations, Listing Agreement, SEBI Scheme Circular, SEBI Regulations, SEBI Circulars and other applicable provisions, if any, the Transferee Company will be listed on the BSE Limited and on any other Stock Exchange on which the Equity Shares of the Transferor Company are listed as on the Effective Date.

15.2 Upon this Scheme becoming effective and in terms of the SEBI Listing Regulations and SEBI Scheme Circular and other applicable provisions, if any, entire post-merger issued Equity Share Capital of the Transferee Company including New Equity Shares to be issued by the Transferee Company to the Shareholders of the Transferor Company pursuant to this Scheme, shall be listed on BSE and on any other Stock Exchange on which the Equity Shares of the Transferor Company are listed as on the Effective Date.

15.3 The Transferee Company will make necessary application(s) to the Stock Exchange, SEBI and other Appropriate Authority, if any, for this purpose and will comply with the provisions of the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI Scheme Circular, Listing Agreement, SEBI Regulations, and other applicable provisions, if any, in this regard. The concerned Stock Exchange(s) and SEBI, shall, on receipt of listing application(s) and other documents, promptly grant necessary approval(s) and list the Transferee Company.

15.4 Post Scheme, the entire Pre-Scheme Share Capital of the unlisted Transferee Company shall be locked in the following manner:

i. Shares held by Promoters up to the extent of twenty percent of the post-Scheme paid-up capital of the Transferee Company, shall be locked-in for a period of three years from the date of listing of the shares of the Transferee Company;

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ii. The remaining pre-scheme shares shall be locked-in for a period of one year from the date of listing of the shares of the Transferee Company.

It is clarified that the aforesaid lock-in conditions may be modified by the SEBI, Stock Exchange or any other Appropriate Authority.

15.5 It is clarified that the shares locked-in under the aforesaid Clause may be pledged with any scheduled commercial bank or public financial institution as collateral security for loan granted by such bank or institution if pledge of shares is one of the terms of sanction of the loan.

15.6 It is further clarified that the shares locked-in under the aforesaid Clause may be transferred 'inter-se' among promoters in accordance with the provisions of the SEBI Regulations.

15.7 Pre-Scheme Shares of the Transferee Company as well as new Shares allotted by the Transferee Company pursuant to this Scheme will remain frozen in the depositories system till listing/trading permission is given by the Designated Stock Exchange. The Transferee Company will comply with the applicable provisions in this regard.

15.8 In terms of the provisions of the SEBI Listing Regulations, SEBI Scheme Circular, and other applicable provisions, if any, the present Scheme of Amalgamation is required to be approved by Public Shareholders (i.e., Equity Shareholders other than those forming part of Promoters and Promoters' Group) of the Listed Transferor Company by passing a Resolution through e-voting and other means, as may be applicable. Further, in terms of the provisions of the SEBI Scheme Circular, the Scheme is conditional upon the Scheme being approved by the public shareholders of the Transferor Company through e-voting and other means, as may be applicable. It is accordingly clarified that the Scheme will be acted upon only if vote cast by the Public Shareholders of the Transferor Company in favour of the Scheme are more than the number of votes cast by the Public Shareholders of the Transferor Company against it.

15.9 Notwithstanding above, the Transferor Company and the Transferee Company will comply with the provisions of the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the SEBI Listing Regulations, SEBI Scheme Circular, Listing Agreement, SEBI Regulations, and other applicable provisions, if any, in connection with this Scheme and other connected matters.

15.10 BSE will act as the Designated Stock Exchange for the purposes of this Scheme.

16. NO COMPROMISE WITH CREDITORS

The present Scheme in no way, is a scheme of compromise with the creditors and is not, in any way, adversely affecting the rights of the creditors. Further, the present Scheme is not a scheme of corporate debt restructuring as envisaged under Section 230(2)(c) of the Act. Aggregate assets of the Transferor Company and the Transferee Company are more than sufficient to meet the liabilities of the respective creditors in full.

For RUDRA ECOVATION LTD

Company Secretary/Auth. Sign

For SHIVA TEXFAB LTD

Director/Auth. Sign

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17. APPLICATION/PETITION TO THE NATIONAL COMPANY LAW TRIBUNAL AND APPROPRIATE AUTHORITY

17.1 The Transferor Company will make necessary application(s)/ petition(s) under the provisions of Sections 230 & 232 and other relevant provisions of the Companies Act, 2013, the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the National Company Law Tribunal Rules, 2016, and other applicable provisions, if any, to the Hon'ble National Company Law Tribunal for sanctioning of this Scheme, dissolution of the Transferor Company without the process of winding up and other connected matters.

17.2 The Transferee Company will make necessary application(s)/ petition(s) under the provisions of Sections 230 & 232 and other relevant provisions of the Companies Act, 2013, as may be applicable, the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the National Company Law Tribunal Rules, 2016, and other applicable provisions, if any, to the appropriate Bench(es) of the Hon'ble National Company Law Tribunal and other Appropriate Authority, if any, for sanctioning of this Scheme and other connected matters.

17.3 It is clarified that pending the sanction of the Scheme, the Transferor Company and/or the Transferee Company shall be entitled to apply to any Appropriate Authority, customers or any third party for such consents, approvals, sanction or process which may be required under any Applicable Law to own the assets and/or liabilities or to carry on the business of the Transferor Company or that may otherwise be required to give effect to any provision of this Scheme.

18. MODIFICATIONS/AMENDMENTS TO THE SCHEME

18.1 The Transferor Company and the Transferee Company, through their respective Board of Directors, may make or assent, from time to time, on behalf of all persons concerned, to any modifications or amendments to this Scheme at any time and for any reason whatsoever, or to any conditions or limitations that the Tribunal or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the Board of Directors of these Companies and resolve all difficulties that may arise for carrying out this Scheme and do all acts, deeds and things necessary for putting this Scheme into effect.

18.2 For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Transferee Company may give and is authorized to give such directions including directions for settling any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all the Companies and third parties, in the same manner as if the same were specifically incorporated in this Scheme.

19. SEVERABILITY

If any part and/or provision of this Scheme is invalid, ruled illegal by any court or tribunal of competent jurisdiction or unenforceable under present or future laws or is unworkable, then it is the intention of the Companies that such part and/or provision shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part and/or provision shall cause this Scheme to become materially adverse to any Company or Companies to the Scheme. In such case, subject

For RUDRA ECOVATION LTD

Company Secretary/Auth. Sign.

For SHIVA TEXFAB LTD.

Director/Auth. Sign.

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to the consent of the Board of Directors of the Companies, the Companies shall attempt to bring about a modification in the Scheme as will best preserve the benefits and obligations of the Scheme for all the Companies to the Scheme.

20. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges, taxes, duties, levies, fees and expenses, if any, to the extent applicable and payable in relation to or in connection with this Scheme or incidental to the completion of Amalgamation in pursuance of this Scheme, shall be borne and paid by the Transferee Company. However, in the event of the Scheme becoming invalid for any reason whatsoever, all costs, charges and expenses relating to the Amalgamation exercise or incidental thereto shall be borne and paid by the respective Companies incurring the same.

Legal Consultants of the Scheme:

Rajeev Goel & Associates
Advocates and Solicitors
785, Pocket-E, Mayur Vihar II
Delhi-Meerut Expressway/NH-9
Delhi 110 091
Mobile: 93124 09354
e-mail: rajeev391@gmail.com
Website: www.rgalegal.in

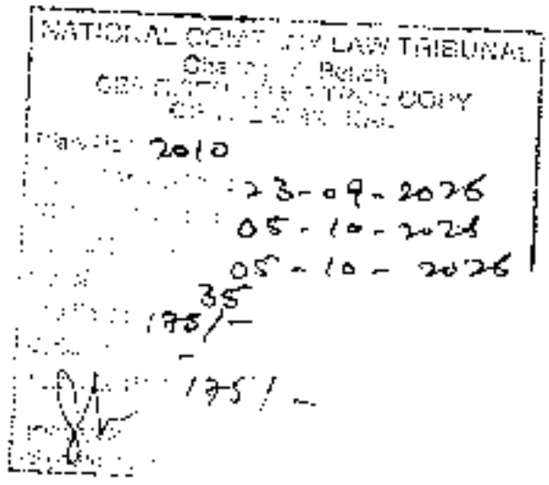
For RUDRA ECOVATION LTD

Company Secretary/Auth. Sign.

For Orbit Trade Ltd

Director/Auth. Sign.

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NATIONAL COMPANY LAW TRIBUNAL
COPY
2010
23-09-2026
05-10-2026
05-10-2026
175/-
175/-

Annexure-1

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Rudra Ecovation Limited

(TransferorCompany)

Schedule of Properties
(As on 01.04.2025)

Particulars	Amount (Rs.)
PART-I	
Short Description of the Free hold Property of the Transferor Company Khasra No:314, 315, 320 , Khatauni No.437/373 , Khata No: 427/363	82,239
PART-II	
Short Description of the Lease hold Property of the Transferor Company +Plot No. 43-44, Industrial Area, Brotiwala, Tehsil Baddi, District Solan, Himachal Pradesh.-174103	5,85,889
PART-III	
Short Description of all the Stocks, Shares, Debentures and other Charges in Action of the Transferor Company	
Fixed Assets	
Building	46855780
Computers	75232
Vehicles	
Truck-HP64-3355 (Mfg-2007)	59625
Tempo-HP64-7755 (Mfg-2008)	40000
Tata Sumo-PB10-FJ-8666 (Mfg-2014)	26300
Office Equipments	33593
Furniture & Fixtures	49223
Plant & Machinery	63764976
Mobile Phones	9202
Tubewell	16241
Electrical Fittings	254532
Weighing Machine	20926
Investment in Shares	
Shiva Texfabs Limited (2339181 Equity shares@ 213.80 Fully Paid)	500116898
Shiva Texfabs Limited (4701755 Equity shares@ 98.39 Partly Paid)	462619829

For RUDRA ECOVATION LIMITED

Director

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Other Non Current Assets	
Capital Advances	
Airmaaster Tecnolozies India (P) Ltd	282000
Awadhesh Yadav Contractor	200000
Arvind Cotsyn (India) Ltd	158480
Security Deposits Electricity	2050000
Security Deposits Telephone	6000
Security Deposits Refundable	109000
Slow Moving Inventories	
Raw Material	6963756
Finished Goods	14081250
Stores & Spares	21602247
Current Assets	
Inventories	
Raw Material	5233418
Work in Process	7250000
Finished Goods	81751609
Stores & Spares	3918804
Debtors	
Yogindera Worsted Limited	7403845
Cash & Bank balances	
Cash in Hand	178271
Bank Balance:	
State Bank on India, Chandigarh Road Branch,Ludhiana Current Account No. 40316904400	107521
HDFC BANK, Miller GanjBranch,Ludhiana Current Account No. 50200088231320	228000
Indusind Bank, Miller GanjBranch,Ludhiana Current Account No. 252020021980	418752
HDFC BANK, Miller GanjBranch,Ludhiana Share Application A/c. 50200088266022	100002
Deposits with Banks: HDFC Bank, Barewal Awana Branch, Ludhiana FDR No.50301032258347	119521
Tax Deducted at Source	280641

National Company Law Tribunal Chandigarh Bench

For RUDRA ECOVATION LIMITED

Director

National Company Law Tribunal Chandigarh Bench

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Loans & Advances	
Advance to Suppliers (Others)	4454905
Imprest Account	304
JFC Finance (India) Limited,	585405

GST Input (HP and Punjab)	1096127
GST Refund Receivables	6000000
GST Cash Ledger	319432
GST Receivable	46199
Prepaid Expenses	
Insurance Prepaid	281681
Prepaid Expenses	136849

For Rudra Ecovation Ltd

for RUDRA ECOVATION LIMITED

Akhil Malhotra Director
Director
DIN: 00126240

National Company Law Tribunal
Chandigarh Bench

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National Company Law Tribunal
Chandigarh Bench

NATIONAL COMPANY LAW TRIBUNAL
Chandigarh Bench
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OF THE ORIGINAL

Diary No.: 2010
Date of Application: 23-9-2026
Date Copy Ready: 05-10-2026
Date of Delivery: 05-10-2026
No. of Pages: 24
Fee Paid: 120/-
Deficient Fee: —
Total Fee Paid 120/-

(P/DR/AR
Signature & Seal)