



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

HYDERABAD BENCH, AT HYDERABAD

[Pursuant to Rule 13(2) and Rule 14 of Companies (Compromises, Arrangements and Amalgamations), 2016]

CA (CAA) No. 22/230/HDB/2021

In the matter of the Companies Act, 2013

And

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

And

In the matter of Scheme of Amalgamation

Of

Stopak India Private Limited

(Transferor Company)

with

Signode India Limited

(Transferee Company)

and their respective shareholders and creditors

Signode India Limited

..... Transferee Company

To,
The Registrar,
National Company Law Tribunal,
Hyderabad Bench, At Hyderabad

Be pleased to take on record my report, in my capacity as Chairperson appointed for the NCLT Convened Meeting of Unsecured Trade Creditors of Signode India Limited (Transferee Company) held on August 30, 2021 at 4:00 pm.

Dated this 2nd Day of September, 2021.

Yours faithfully,

A. Satyasiri

Ms. Satyasiri Atluri,

Chairperson for Meeting of
Unsecured Trade Creditors
of the Transferee Company



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HYDERABAD BENCH, AT HYDERABAD
[Pursuant to Rule 13(2) and Rule 14 of Companies (Compromises, Arrangements
and Amalgamations), 2016]

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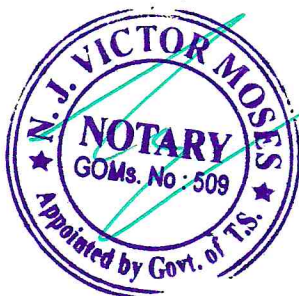
Chairperson's Report on Meeting of Unsecured Trade Creditors

Signode India Limited,
(CIN: U74950TG2003PLC091521)
a company incorporated under the
Companies Act, 1956 having its registered
office at – 3rd Floor, Jyothi Majestic, H. No.
8-2-120/84, Road No. 2, Banjara Hills,
Hyderabad- 500034

...Transferee Company

S. No.	Contents	Page No.
1.	Report of the meeting convened by the Hon'ble National Company Law Tribunal ('NCLT'), Hyderabad Bench of the Unsecured Trade Creditors of Signode India Private Limited	1 - 9
2.	Annexure I: Report of the scrutinizer	10 - 17
3.	Annexure II: Copy of the Scheme as approved by the unsecured creditors	18 - 42

Date: 2nd September, 2021
Hyderabad



A. Satyashini
Chairperson appointed by the
Hon'ble NCLT for the meeting of
Unsecured Creditors

[Pursuant to Rule 13(2) and Rule 14 of Companies (Compromises, Arrangements and Amalgamations), 2016]

CA (CAA) No. 22/230/HDB/2021

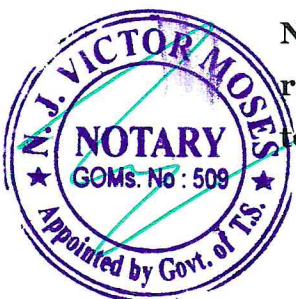
SIGNODE INDIA LIMITED

... Transferee Company

Report of the result of the Meeting of the Unsecured Trade Creditors of Signode India Limited, the Transferee Company held on Monday, August 30, 2021, at 04:00 P.M. by Video Conferencing/Other Audio-Visual Means.

I, Satyasiri Atluri, Chairperson, appointed by the Hon'ble National Company Law Tribunal, Hyderabad Bench ("Tribunal"), by an order dated April 8, 2021 read along with the order dated July 9, 2021, to act as the Chairperson of the meeting of Unsecured Trade Creditors of the Transferee Company, summoned the Unsecured Trade Creditors of the Transferee Company by newspaper advertisement dated the 24th July, 2021 in Business Standard (English) and Nava Telangana (Telugu) and by notice served individually upon them on 27th July 2021 and held their meeting on 30th August, 2021, at 04:00 P.M. by Video Conferencing/Other Audio Visual Means, 1, for the purpose of considering and if thought fit, approving, with or without modification, the amalgamation proposed to be made in the Scheme of Amalgamation of Stopak India Private Limited ("Transferor Company") with Signode India Limited ("Transferee Company"/ "Company") and their respective shareholders and creditors ("Scheme"), do hereby report to this Hon'ble Tribunal, as follows:

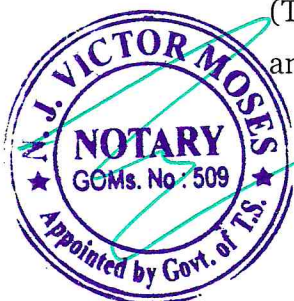
1. The report hereunder pertains to the aforesaid meeting of Unsecured Trade Creditors of the Transferee Company.
2. In compliance of the order of this Hon'ble Tribunal, a meeting of the Unsecured Trade Creditors of the Transferee Company was convened on Monday, August 30, 2021 at 04.00 p.m. by Video Conferencing/Other Audio Visual Means and as directed by this Hon'ble Tribunal, I presided over at the said meeting. The said meeting was attended personally/proxy/authorized representative by **20 (TWENTY) Unsecured Trade Creditors** of the Company entitled together to **INR 17,17,92,629/- (Rupees Seventeen Crores Seventeen Lakhs Ninety Two Thousands Six Hundred and Twenty Nine only), representing 8.67% (Eight point Six Seven Percentage) of the total value of Unsecured Trade Creditors of the Company to whom the**



A. Satyasiri

Notice for convening this meeting was sent, as directed by the Hon'ble NCLT.

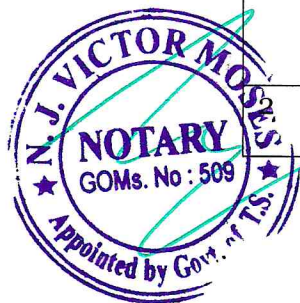
3. The minimum quorum fixed for the said meeting was 10 (Ten) Unsecured Trade Creditors. Since the required quorum was present, the said meeting was called "to order". With the permission of the Unsecured Trade Creditors, the notice convening the meeting, the explanatory statement under Section 230(3) read with Section 102 and other applicable provisions of the Companies Act, 2013 and the proposed Scheme were taken as received, read and understood.
4. The Scheme was taken as read with the consent of the Unsecured Trade Creditors in the meeting.
5. During the said meeting, some of the Unsecured Trade Creditors of the Transferee Company had submitted questions and sought clarification from the management on various aspects of the said Scheme. The management of the Transferee Company provided all the responses to the satisfaction of the concerned Unsecured Trade Creditors.
6. After ensuring that (i) all the queries were satisfactorily answered and (ii) no queries were left unanswered, I then called upon the Company Secretary to explain the members present in the meeting on the procedure for casting their vote, which was duly explained to them.
7. I informed the Unsecured Trade Creditors present at the meeting that Ms. Anantha Lakshmi, Advocate has been appointed as Scrutinizer and she will give the Scrutinizer's report about the outcome of the meeting.
8. In compliance with the Hon'ble Tribunal's order dated April 8, 2021 read along with order dated July 9, 2021, the Company has provided the facility of voting by remote E-Voting (commencing from Friday, the 27th August, 2021 at 9:00 a.m. and ending at Sunday, the 29th August, 2021 at 5:00 p.m.) as well as voting through E-Voting facility at the Tribunal Convened Meeting, so as to enable the Unsecured Trade Creditors, to consider and approve the Scheme.
9. Thereafter, I put the Resolution for approving the arrangement embodied in the Scheme of Amalgamation of Stopak India Private Limited (Transferor Company) with Signode India Limited (Transferee Company) and their respective shareholders and creditors for vote.



A. Satyashini

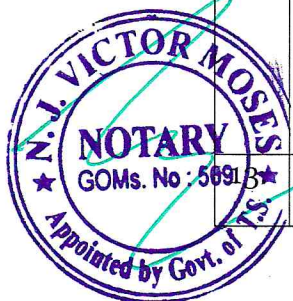
10. Accordingly, voting by Unsecured Trade Creditors of Signode India Limited was carried out through (i) Remote E-Voting and (ii) E-Voting during the Tribunal Convened Meeting to be held on Monday, 30th August, 2021 by those Unsecured Trade Creditors who had not voted during the Remote E-Voting
11. The voting by Unsecured Trade Creditors through remote NSDL E-Voting Process had commenced on Friday, August 27, 2021 (9:00 am IST) and ended on Sunday, August 29, 2021 (5:00 pm IST). During this period, the Unsecured Trade Creditors had cast their vote electronically. Unsecured Trade Creditors who casted their votes through remote E-Voting were permitted to attend the Tribunal Convened Meeting but were not entitled to cast their vote during the Tribunal Convened Meeting. The Unsecured Trade Creditors who attended the meeting and had not voted during remote E-voting were allowed to vote at the meeting by e-voting process duly conducted by NSDL E-Voting Process.
12. I state that on scrutiny by the Scrutinizer, in all 44 (Forty-Four) Unsecured Trade Creditors voted in favour of the proposed amalgamation being carried into effect. The majority of the persons representing 100% in value of the Unsecured Creditors present and voting, unanimously, are of the opinion that the Composite Scheme of Arrangement should be approved and agreed to. The result of the voting upon the said question was as follows:
13. The details of 44 (Forty- Four) Unsecured Trade Creditors who participated in the E-Voting process undertaken through (i) remote e-voting between August 27, 2021 to August 29, 2021 or (ii) e – voting conducted during the meeting of the Unsecured Trade Creditors of Signode India Limited on august 30, 2021 and voted in favour of the proposed compromise or arrangement being adopted and carried into effect, is set out in the below table:

S. No	Name of the Unsecured Trade Creditor	Address of the Unsecured Trade Creditor	Value of debt (in Rs.)	Number of Votes
1.	SIGNODE AUSTRALIA Pty Ltd	30 FULTON DRIVE DERRIMUT VICTORIA Australia 3030	2966	2966
	STOPAK INDIA PRIVATE	3rd Floor, Jyothi Majestic, 8-2-	13545337	13545337



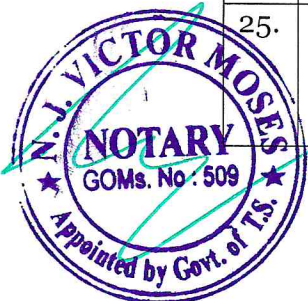
A. Satyasevi

S. No	Name of the Unsecured Trade Creditor	Address of the Unsecured Trade Creditor	Value of debt (in Rs.)	Number of Votes
	LIMITED	120/84, Road No.2, Banjara Hills, Hyderabad - 500 034		
3.	SIGNODE SERVICE BUSINESS	3650 W LAKE AVENUE XXXXXXXX GLENVIEW IL United States 60025	1063200	1063200
4.	Signode Bulgaria EOOD (formerly known as HALOILA BULGARIA EOOD)	KARDJALI SOURTH INDUSTRIAL ZONE Bulgaria MAIL BOX 103	180235	180235
5.	MULLER - division of Signode Industrial Group LLC	3650 West Lake Avenue Glenview, Illinious 60026	6296736	6296736
6.	SIGNODE SYSTEM GMBH	D-465226 POSTFACH 100627 DINSLAKEN Germany	1356676	1356676
7.	SIGNODE SYSTEMS (THAILAND) LIMITED	319/44 SAMAEDAM ROAD SAMAEDAM BANGKHUNTHIEN BANGKOK Thailand 10150	32943299	32943299
8.	SIGNODE FINLAND AB	Ruskontie 16, 21250 Masku-FINLAND	18327020	18327020
9.	SIGNODE KOREA INC	47 SEOMAN-RO 46 BEON-GIL NAM-GU, POHANG GYEONGBUK POHANG Korea, Republic of 37865	6774206	6774206
10.	MEZGER HEFTSYSTEME GMBH	SAGANER STR 24 NUERNBERG 90475 Germany	104833	104833
11.	JOSEF KIHLEBERG AB	INDUSTRIGATAN 37B HJO Sweden S-544 50	541484	541484
12.	Signode Thailand	319/44 SAMAEDAM ROAD SAMAEDAM BANGKHUNTHIEN BANGKOK Thailand 10150	13059979	13059979
	SPG PACKAGING SYSTEMS GMBH	INDUSTRIGATAN 37B HJO Sweden	6673534	6673534



A. Satyasiri

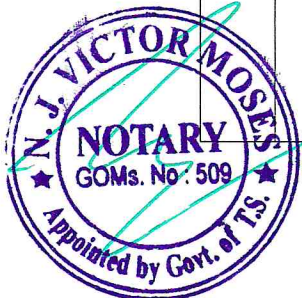
S. No	Name of the Unsecured Trade Creditor	Address of the Unsecured Trade Creditor	Value of debt (in Rs.)	Number of Votes
		S-544 50		
14.	ORGAPACK Gmbh	SILBERNSTRASSE 14- DIETIKON-8953 -SWITZERLAND	131863	131863
15.	SIGNODE INDUSTRIAL GROUP GMBH	SILBERNSTRASSE 14- DIETIKON-8953 -SWITZERLAND	9452	9452
16.	SIGNODE SWITZERLAND GMBH	SILBERNSTRASSE 14 DIETIKON Switzerland 8953	17153609	17153609
17.	SIGNODE JAPAN K K	1-2-4 MINATOJIMA- NAKAMACHI CHUO-KU KOBE Japan 650-0046	38119505	38119505
18.	LOVESHAW A DIVISION OF SIGNODE INDUSTRIAL GROUP LLC	3650 West Lake Avenue Glenview, Illinious 60026	129543	129543
19.	UTTAM VALUE STEELS LIMITED	BHUGAON LINK ROAD WARDHA MAHARASHTRA India 442001	186091495	186091495
20.	Mezger	Saganer Straße 24, 90475 Nürnberg, Germany	103576	103576
21.	Oy. Haloila-Signode finland	Ruskontie 16, 21250 Masku-FINLAND	2676393	2676393
22.	HI-TECH INTERNATIONAL	4-3-195, MAHAKALI STREET OLD BHOIGUDA LANE SECUNDERABAD TELANGANA India 500003	12117814	12117814
23.	SIGNODE ENGINEERED PRODUCTS	3700, West Lake Avenue Dock-2 Glenview ILL United States 60026	17574114	17574114
24.	SIGNODE EXPORT & DISTRIBUTOR SERVICE	3700 WEST LAKE AVENUE GLENVIEW ILLINOIS United States	8059414	8059414
25.	PAREENA METALS PRIVATE LTD	C-81 PHASE 2 ADITYAPUR INDUSTRIAL AREA ADITYAPUR	18354737	18354737



A. Satyapuri

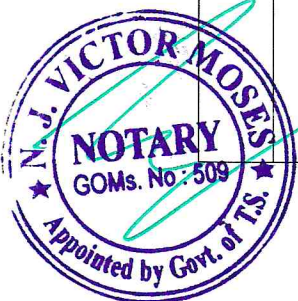
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S. No	Name of the Unsecured Trade Creditor	Address of the Unsecured Trade Creditor	Value of debt (in Rs.)	Number of Votes
		JAMSHEDPUR JHARKHAND India 831005		
26.	R.K.ENTERPRISES	B/4, ANIL SUR PATH ULIYAN KADMA JAMSHEDPUR JHARKHAND India 831005	19942	19942
27.	TINY PACKERS	NO VI/997/409B MULLAPARAMBIL BUILDINGS ASRAMOM KOLLAM KERALA India 691002	2946629	2946629
28.	GANPATI ENTERPRISES	MANJHI TOLA NIRMAL NAGAR ADITYAPUR JAMSHEDPUR JHARKHAND India 831013	3384451	3384451
29.	VIJAY ENTERPRISES (HYD)	SY NO 250-PART PATI PATANCHERU SANGAREDDY TELANGANA India 502300	96736	96736
30.	SHRINATH FLEXI PACK PVT LTD	PLOT NO 8 IDA MANKHAL MAHESHWARAM RANGA REDDY TELANGANA India 509359	70979067	70979067
31.	TOTAL OIL INDIA PVT LIMITED	LPG DIVISION H NO 1-8-450/1/A-1, FIRST FLOOR STREET NO 3, INDIAN AIRLINES COLONY BEGUMPET HYDERABAD TELANGANA India 500016	557238	557238
32.	A Treds Limited- Invoice Mart	Office No.A-3,11th Floor,Ashar IT Park,Road No.16Z,Wagle Industrial Estate,Thane	230449670	230449670



A. Satyasin

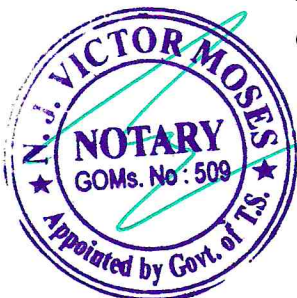
S. No	Name of the Unsecured Trade Creditor	Address of the Unsecured Trade Creditor	Value of debt (in Rs.)	Number of Votes
33.	G I AUTO PVT LTD	NO 28 C1 1ST PHASE KIADB INDUSTRIAL AREA MALUR KARNATAKA India 563130	8283580	8283580
34.	JSW STEEL COATED PRODUCTS LIMITED	A 10/1 MIDC INDUSTRIAL AREA KALMESHVAR NAGPUR MAHARASHTRA India 441501	236120688	236120688
35.	POSCO INDIA PUNE PROCESSING CENTER PVT LTD	APIIC PHASE III PASHAMYLARAM HYDERABAD TELANGANA India 502307	136413203	136413203
36.	SHREE TNB POLYMERS LIMITED	UNIT NOBLE POLYMERS SR NO 96/2/2 & 95/1/2 BEHIND PRINCE PIPES & FITTINGS ATHAL SILVASSA DADRA AND NAGAR HAVELI India 396230	12954467	12954467
37.	SSZ COMMODITIES PRIVATE LIMITED	PLOT NO C-4, MIDC TALOJA RAIGAD NAVI MUMBAI MAHARASHTRA India 401206	7391502	7391502
38.	Kamal Tapes	No. S 70, 1st Main Road Kamakshipalya (Opp Amba Maheshwari Temple), Opp Amba Maheshwari Temple Bangalore Karnataka-29-KA 560079 India	809593	809593
39.	V K PLASTLAM PVT LTD	ASHWIKA WAREHOUSING LLP, SHED NO 3 SURVEY NO 48, MAUJE: CHACHARAVADI VASNA CONSTANTIA PARIKH PACKAGING LANE,	101942	101942



A. Satyasiri

S. No	Name of the Unsecured Trade Creditor	Address of the Unsecured Trade Creditor	Value of debt (in Rs.)	Number of Votes
		NEAR GOPINATH ESTATE BESIDE FAIR DEAL COMPANY, CHANGODAR BAVLA HIGHWAY AHMEDABAD GUJARAT India 382213		
40.	ACEPOL CHEMICALS	NO 2, PLOT NO 16, ROAD NO 3 SOBHANA COLONY BALANAGAR HYDERABAD TELANGANA India 500042	612040	612040
41.	SUPRABHA PROTECTIVE PRODUCTS (PVT) LIMITED	1st FLOOR BHANDARI APARTMENTS 373 SOMWAR PETH PUNE MAHARASHTRA India 411001	8983142	8983142
42.	PANCHSHEEL WATERPROOF INDUSTRIES	Plot No 11 Amalgamated Industrial Complex Mumbai Nasik Highway Shahapur, Thane Asangaon MAHARASHTRA India 421601	18158632	18158632
43.	Ace Industrial Packaging	SY NO 17 KEMPAPURA CHIKKABANAVARA HESARAGHATTA HOBLI BANGALORE KARNATAKA India 560090	606049	606049
44.	Sumukha Enterprises	N-G-7, Industrial Estate Rajajinagar Industrial Area Bangalore Karnataka-29-KA 560044 India	174549	174549
Total			114,04,34,140	114,04,34,140

14. The under-mentioned Unsecured Trade Creditors voted against the proposed compromise or arrangement being adopted and carried into effect:



A. Satyasiri

S. No	Name of the Unsecured Trade Creditor	Name of the Unsecured Trade Creditor	Value of debt (in Rs.)	Number of Votes
NIL				

15. Consolidated Report of Scrutinizer on Remote e-voting and electronic voting at the Hon'ble Tribunal convened Meeting of the Unsecured Trade Creditors showing the names and the value of the Unsecured Trade Creditors who voted "FOR" and confirming that no Unsecured Trade Creditors voted "AGAINST" is annexed herewith and marked as **Annexure-I**.
16. In view of the above, all the Unsecured Trade Creditors, unanimously voted "In favour" of the Resolution for the Scheme (fulling the criteria of passing the resolution by majority in numbers and more than three-fourths in value). The Resolution for the Scheme thus stands approved. A copy of the Scheme is annexed herewith and marked as **Annexure -II**.

Dated this 2nd Day of September, 2021

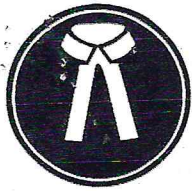
A. Satyasiri
 Ms. Satyasiri Atluri,
 Chairperson of the Meeting of
 Unsecured Trade Creditors of
 the Transferee Company



ATTESTED BY
N.J. Victor Moses
N. J. VICTOR MOSES
 ADVOCATE & NOTARY
 Appointed by the Govt. of T. S.
 104, Green Land Towers,
 6-3-866, Begumpet, Hyderabad - 16

Book No. XII
 Page No. 32
 Notarial Register Entry No. 227/2021
 Date: 02-09-2021

**MY COMMISSION
 EXPIRES ON 08-08-2022**



J ANANTHA LAXMI
B.COM LLM
ADVOCATE

FLAT.NO.402, HARDHIK PLATINA APARTMENT
BESIDE ANDHRA MAHILA SABHA LAW COLLEGE
D.D.COLONY, HYDERABAD-500013

MOBILE NO:8008012987
EMAIL: laxmi.nagendra27@gmail.com

10

31 August 2021

To
Mrs. Satyasiri Atluri,
The Chairperson appointed by the Hon'ble NCLT,
Hyderabad Bench.

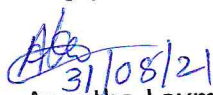
Subject: Consolidated Scrutinizer's Report of the result of meeting of Unsecured Trade Creditors through (i) remote e-voting and (ii) e-voting conducted during the meeting in the matter of Stopak India Private Limited (Transferor Company) and Signode India Limited (Transferee Company) (CA(CAA)No.22/230/HDB/2021) before the National Company Law Tribunal, Hyderabad Bench.

Dear Madam,

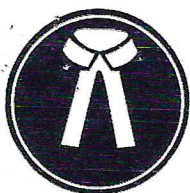
This is to bring to your attention that, pursuant to the directions of the Hon'ble National Company Law Tribunal passed vide order dated 08 April 2021 read along with order dated 09 July 2021 in the subject Application, I am required to monitor and scrutinize the voting process being undertaken through (i) remote e-voting and (ii) e – voting conducted during the meeting of the Unsecured Trade Creditors of Signode India Limited (Transferee Company) (collectively referred to as "**E – Voting**")

On the basis of the E-Voting, I have prepared my report ("**Scrutinizer Report**") and hereby enclosed the same as an **Annexure 1**. Please find herewith enclosed the Scrutinizer Report.

Thanking you,


31/08/21
Mrs. Anantha Laxmi Jakkula
Advocate





J ANANTHA LAXMI
B.COM LLM
ADVOCATE

(11)

FLAT.NO.402, HARDHIK PLATINA APARTMENT
BESIDE ANDHRA MAHILA SABHA LAW COLLEGE
D.D.COLONY, HYDERABAD-500013

MOBILE NO:8008012987
EMAIL: laxmi.nagendra27@gmail.com

ANNEXURE 1

SCRUTINIZER REPORT

31 August 2021

To,
Ms. Satyasiri Atluri,
The Chairperson, Appointed by the Hon'ble NCLT
Hyderabad Bench,
For the Tribunal Convened meeting through remote e-voting
and e - voting conducted during the meeting of the
Unsecured Trade Creditors of Signode India Limited, on 30 August 2021.

Subject: Consolidated Scrutinizer's Report of the result of meeting of Unsecured Trade Creditors through (i) remote e-voting and (ii) e - voting conducted during the meeting (collectively referred to as "**E - Voting**") in the matter of Stopak India Private Limited (Transferor Company) and Signode India Limited (Transferee Company) (CA(CAA)No.22/230/HDB/2021) before the National Company Law Tribunal, Hyderabad Bench.

Dear Madam,

This is to bring to your attention that I, Anantha Laxmi Jakkula, Occupation: Advocate and having office at H. No. 2-2-18/49, Flat No.402, Hardhik Platina Apartment, DD Colony, Hyderabad - 500013, Telangana, have been appointed as the Scrutinizer by the Hon'ble National Company Law Tribunal ("**NCLT**" / "**Tribunal**"), Hyderabad Bench in the Captioned Company Application, vide order dated 08 April 2021 read along with order dated 09 July, 2021. This appointment is with respect to the scrutiny of the meeting to be conducted for the Unsecured Trade Creditors of Signode India Limited (Transferee Company) through E-Voting, ending on 30 August 2021, under Sections 230 - 232 of the Companies Act, 2013. The meeting of the Unsecured Trade Creditors of the Transferee Company had been directed to be conducted through E - Voting for securing the approval of the Scheme of Amalgamation of Signode India Limited (Transferee Company) and Stopak India Private Limited (Transferor Company) ("**Scheme**").

As the Scrutinizer, I am required to monitor and scrutinize the voting process being undertaken through remote e-voting, conducted from August 27, 2021 (9.00 AM IST) to August 29, 2021 (5.00 PM IST) and e - voting conducted during the meeting of the Unsecured Trade Creditors of the Transferee Company on August 30, 2021 and submit the

#1



J ANANTHA LAXMI
B.COM LLM
ADVOCATE

(12)

FLAT.NO.402, HARDHIK PLATINA APARTMENT
BESIDE ANDHRA MAHILA SABHA LAW COLLEGE
D.D.COLONY, HYDERABAD-500013

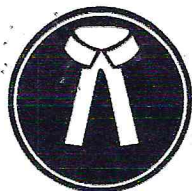
MOBILE NO:8008012987
EMAIL: laxmi.nagendra27@gmail.com

Scrutinizer Report on the result of voting process. Accordingly, vide discussions held on various dates with the Counsel of the Transferee Company, the Scheme was explained to me, as to be approved by the Unsecured Trade Creditors of the Transferee Company. Further, I have obtained all requisite assistance from persons well-versed with the electronic voting system, who are not related to the Transferee Company. Therefore, I am acquainted with the facts concerning the matter, and competent to submit this Scrutinizer Report.

E-VOTING PROCESS:

1. As a Scrutinizer, I had attended a demonstrative zoom meeting, organised by the National Security Depository Limited ("**NSDL**"), on 20 August, 2021 to understand the process of E-Voting. Vide discussions held on the said date by the NSDL, I was given a demo of the operation of the site/portal, for the purpose of E-Voting and meeting through by the concerned stakeholders. I was also made to understand that owing to the multiple safeguards in place, such as, *inter alia*, IP blocks barring any voter from accessing the system more than once/ voting more than once, data encryption, and alerts being sent to NSDL in Real Time basis, there shall be no case of tampering with the process of E-Voting.
2. Further, I was provided a registered account on the website of NSDL, to obtain daily information of the ongoing voting process. The information pertaining to the daily voting, by means of a Dashboard recording the access of the platform and voting in Real Time, the documents relied upon by the voters, relevant Board Resolutions and Authorization Letters as applicable, was exhibited to me.
3. The remote e-voting commenced on Friday, 27 August 2021 at 9:00AM IST and ended on Sunday, 29 August 2021 at 5:00 PM IST after which the voting was automatically disbanded on the website of NSDL and no further votes were recorded by the system.
4. The e-voting was also made active during the meeting on 30 August 2021 held at 4:00 PM. The e-voting commenced after conclusion of the meeting of Unsecured Trade Creditors and remained active till 4:38 PM, i.e., 15 minutes from the conclusion of the said Meeting. I unblocked the E-Voting results on the NSDL platform on 30 August 2021 at 6:00 PM and report was generated on the polled votes of Unsecured Trade Creditors of the Transferee Company by the system. A 'PDF' copy of the report was also generated which is annexed as Exhibit 'A' to my report. The reports generated in the system of NSDL were shared by NSDL with me, via email immediately.

A1



5. I have relied on the information provided by NSDL, with regard to details provide through the system generated reports. Subsequently, I had examined the said reports and bifurcated the votes polled "FOR" or "AGAINST" or "ABSTAIN".

RESULT OF THE E-VOTING:

Details of the votes casted by way of E-Voting with respect to the Resolutions proposed for the purpose of E-Voting ("**Resolutions**") are summarized below. The Resolutions as voted upon are reproduced below.

RESOLUTION – to approve the arrangement embodied in the Scheme of Amalgamation of Stopak India Private Limited (Transferor Company) with Signode India Limited (Transferee Company) and their respective Shareholders and Creditors.

SIGNODE INDIA LIMITED

REPORT ON THE RESULTS OF THE E-VOTING OF UNSECURED TRADE CREDITORS OF THE COMPANY ON THE RESOLUTION:

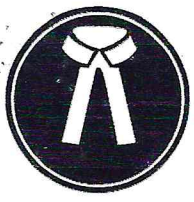
Net votes cast by the Unsecured Trade Creditors:

Particulars	Number of Unsecured Trade Creditors voted	No. of votes cast by them as per value of debt
Votes Casted	44	1140434140
"Less Votes Cast" Cases	0	0
"Abstained" Cases	0	0
Net Votes Casted	44	1140434140

Votes cast by Unsecured Trade Creditors in favour of the Resolution:

Number of Unsecured Trade Creditors voted	Number of votes	Percentage
44	1140434140	100%

21




Votes cast by Unsecured Trade Creditors against the Resolution:


Number of Unsecured Trade Creditors voted	Number of votes	Percentage
NIL	0	0%

My responsibility as a scrutinizer is to ensure that the voting process, in all modes, is conducted in a fair and transparent manner and to render this Scrutinizer Report, based on the reports generated from the electronic voting platform provided by NSDL.

Accordingly, I hereby submit this Scrutinizer Report, reporting the results of the remote e-voting and e – voting conducted during the meeting of the Unsecured Trade Creditors of the Transferee Company, conducted for the approval of the Scheme. As per the said results, the Resolution with respect to the same have been approved unanimously of the Unsecured Trade Creditors of the Transferee Company without any modifications.

I request you to countersign this Scrutinizer Report and share with us the same to enable the Company to place it on its website and to comply with relevant provisions of Companies Act, 2013.


31/08/2021
Ananthaxmi Jakkula
Advocate,
Scrutinizer as appointed by the
Hon'ble NCLT, Hyderabad Bench.


Counter signed by
Ms. Satyasiri Atluri,
The Chairperson Appointed by the
Hon'ble NCLT, Hyderabad Bench.

e-Voting Module



Result File : 116509

EVEN	ISIN	ISIN_NAME	START_DATE	END_DATE	RESULT_DATE	STATUS	EVEN_RATIO
116509	INDSIG000012	Signode India Limited	27-08-2021	29-08-2021	30-08-2021	U	1.00

EVEN	RESOLUTION ID	OPTION ID	OPTION NAME	VOTER COUNTS	VOTE COUNTS
116509	1	1	I/We assent to the resolution(For/ Yes/ Favour)	44	1140434140.000
116509	1	2	I/We dissent to the resolution(Against/ No)	0	0.000

15

EVEN	USER_ID	USER_NAME	RESOLUTION_ID	OPTION_ID	HOLDING	VOTES	CAST_VOTE_DATE
116509	116509SIG0824	SIGNODE AUSTRALIA Pty Ltd	1	1	2966.000	2966.000	Aug 27, 2021 10:00:06 AM
116509	116509SIG0906	STOPAK INDIA PRIVATE LIMITED	1	1	13545337.00 0	13545337.00 0	Aug 27, 2021 10:13:26 AM
116509	116509SIG0833	SIGNODE SERVICE BUSINESS	1	1	1063200.000	1063200.000	Aug 27, 2021 10:14:56 AM
116509	116509SIG0281	Signode Bulgaria FOOD (formerly known as HALOILA BULGARIA FOOD)	1	1	180235.000	180235.000	Aug 27, 2021 10:21:03 AM
116509	116509SIG0497	MULLER - division of Signode Industrial Group LLC	1	1	6296736.000	6296736.000	Aug 27, 2021 10:40:00 AM
116509	116509SIG0835	SIGNODE SYSTEM GMBH	1	1	1356676.000	1356676.000	Aug 27, 2021 10:44:10 AM
116509	116509SIG0836	SIGNODE SYSTEMS (THAILAND) LIMITED	1	1	32943299.00 0	32943299.00 0	Aug 27, 2021 10:47:41 AM
116509	116509SIG0827	SIGNODE FINLAND AB	1	1	18327020.00 0	18327020.00 0	Aug 27, 2021 10:48:06 AM
116509	116509SIG0832	SIGNODE KOREA INC	1	1	6774206.000	6774206.000	Aug 27, 2021 10:51:06 AM

116509	116509SIG0480	MEZGER HEFTSYSTEME GMBH	1	1	104833.000	104833.000	Aug 27, 2021 10:56:21 AM
116509	116509SIG0370	JOSEF KIHILBERG AB	1	1	541484.000	541484.000	Aug 27, 2021 10:59:01 AM
116509	116509SIG0837	Signode Thailand	1	1	13059979.000	13059979.000	Aug 27, 2021 10:59:05 AM
116509	116509SIG0858	SPG PACKAGING SYSTEMS GMBH	1	1	6673534.000	6673534.000	Aug 27, 2021 11:02:57 AM
116509	116509SIG0547	ORGAPACK Gmbh/SIGNODE INDUSTRIAL GROUP GMBH	1	1	131863.000	131863.000	Aug 27, 2021 11:05:18 AM
116509	116509SIG0829	SIGNODE INDUSTRIAL GROUP GMBH	1	1	9452.000	9452.000	Aug 27, 2021 11:14:49 AM
116509	116509SIG0834	SIGNODE SWITZERLAND GMBH	1	1	17153609.000	17153609.000	Aug 27, 2021 11:19:52 AM
116509	116509SIG0830	SIGNODE JAPAN K K	1	1	38119505.000	38119505.000	Aug 27, 2021 11:40:47 AM
116509	116509SIG0428	LOVESHAW A DIVISION OF SIGNODE INDUSTRIAL GROUP LLC	1	1	129543.000	129543.000	Aug 27, 2021 11:53:41 AM
116509	116509SIG0992	UTTAM VALUE STEELS LIMITED	1	1	186091495.000	186091495.000	Aug 27, 2021 12:30:14 AM
116509	116509SIG0479	Mezger	1	1	103576.000	103576.000	Aug 27, 2021 1:00:54 PM
116509	116509SIG0549	Oy. Haloila- Signode finland	1	1	2676393.000	2676393.000	Aug 27, 2021 2:08:27 PM
116509	116509SIG0299	HI-TECH INTERNATIONAL	1	1	12117814.000	12117814.000	Aug 27, 2021 2:14:48 PM
116509	116509SIG0825	SIGNODE ENGINEERED PRODUCTS	1	1	17574114.000	17574114.000	Aug 27, 2021 5:09:05 PM
116509	116509SIG0826	SIGNODE EXPORT & DISTRIBUTOR SERVICE	1	1	8059414.000	8059414.000	Aug 27, 2021 5:10:55 PM
116509	116509SIG0565	PARREENA METALS PRIVATE LTD	1	1	18354737.000	18354737.000	Aug 27, 2021 5:37:39 PM
116509	116509SIG0635	R.K.ENTERPRISES	1	1	19942.000	19942.000	Aug 27, 2021 5:50:42 PM
116509	116509SIG0960	TINY PACKERS	1	1	2946629.000	2946629.000	Aug 27, 2021 10:04:58 PM
116509	116509SIG0253	GANPATI ENTERPRISES	1	1	3384451.000	3384451.000	Aug 28, 2021 12:35:11 AM
116509	116509SIG1022	VIJAY ENTERPRISES (HYD)	1	1	96736.000	96736.000	Aug 28, 2021 1:07:07 PM
116509	116509SIG0808	SHRINATH FLEXI PACK PVT LTD	1	1	70979067.000	70979067.000	Aug 28, 2021 2:02:08 PM
116509	116509SIG0967	TOTAL OIL INDIA PVT LIMITED	1	1	557238.000	557238.000	Aug 28, 2021 3:00:26 PM
116509	116509SIG0327	A Trede Limited-Invoice Mart	1	1	230449670.000	230449670.000	Aug 28, 2021 6:22:12 PM
116509	116509SIG0246	G L AUTO PVT LTD	1	1	8283580.000	8283580.000	Aug 28, 2021 6:29:50 PM

116509	116509SIG0373	JSW STEEL COATED PRODUCTS LIMITED	1	1	236120688.000	236120688.000	Aug 28, 2021 6:58:07 PM
116509	116509SIG0593	POSCO INDIA PUNE PROCESSING CENTER PVT LTD	1	1	136413203.000	136413203.000	Aug 28, 2021 7:57:34 PM
116509	116509SIG0797	SHREE TNB POLYMERS LIMITED	1	1	12954467.000	12954467.000	Aug 29, 2021 10:17:13 AM
116509	116509SIG0898	SSZ COMMODITIES PRIVATE LIMITED	1	1	7391502.000	7391502.000	Aug 29, 2021 10:30:03 AM
116509	116509SIG0387	Kamal Tapes	1	1	809593.000	809593.000	Aug 29, 2021 1:01:40 PM
116509	116509SIG0994	V K PLASTLAM PVT LTD	1	1	101942.000	101942.000	Aug 29, 2021 3:03:56 PM
116509	116509SIG0021	ACEPOL CHEMICALS	1	1	612040.000	612040.000	Aug 29, 2021 3:50:53 PM
116509	116509SIG0924	SUPRABHA PROTECTIVE PRODUCTS (PVT) LIMITED	1	1	8983142.000	8983142.000	Aug 30, 2021 4:17:11 PM
116509	116509SIG0562	PANCHSHEEL WATERPROOF INDUSTRIES	1	1	18158632.000	18158632.000	Aug 30, 2021 4:18:08 PM
116509	116509SIG0019	Ace Industrial Packaging	1	1	606049.000	606049.000	Aug 30, 2021 4:28:16 PM
116509	116509SIG0914	Sumukha Enterprises	1	1	174549.000	174549.000	Aug 30, 2021 4:30:14 PM

SCHEME OF AMALGAMATION
OF
STOPAK INDIA PRIVATE LIMITED
(TRANSFEROR COMPANY)
WITH
SIGNODE INDIA LIMITED
(TRANSFeree COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
Under Sections 230 to 232 of the Companies Act, 2013

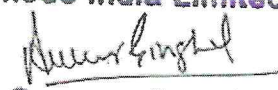
PREAMBLE

This Scheme of Amalgamation ("**Scheme**") is presented pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for amalgamation of Stopak India Private Limited ("**Transferor Company**"), a Wholly Owned Subsidiary with its Holding Company, Signode India Limited ("**Transferee Company**").

For Stopak India Private Limited


Director

For Signode India Limited


Company Secretary

This Scheme (as defined below) is divided into the following parts:

- (i) **Part A** –Introduction and definition of the terms used in this Scheme and setting out the share capital of the Transferor Company and the Transferee Company;
- (ii) **Part B** – deals with the transfer and vesting of the Undertaking of the Transferor Company to and in the Transferee Company;
- (iii) **Part-C** deals with cancellation of shares and accounting treatment in the books of the Transferee Company; and
- (iv) **Part D** –deals with the dissolution of the Transferor Company and the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto

For Stopak India Private Limited

Ganesh
Director

For Signode India Limited

Shruti Singh
Company Secretary

PART -A**1. INTRODUCTION:**

1.1 "STOPAK INDIA PRIVATE LIMITED", (hereinafter referred to as "**STOPAK INDIA**"/"**Transferor Company**") was incorporated under the Companies Act, 1956 on May 8, 2008, as a private limited company with the Corporate Identity Number U21024KA2008PTC046375 in the State of Karnataka with the name and style of "**STOPAK INDIA PRIVATE LIMITED**". Subsequently, with the approval of Central Government, the Transferor Company had changed its Registered Office from the State of Karnataka to the State of Telangana and office at 3rd Floor, Jyothi Majestic, H. No.,8-2-120/84, Road No.2, Banjara Hills, Hyderabad- 500034 pursuant to issuance of fresh Certificate of Incorporation (CIN: U21024TG2008PTC146404) consequent upon change of Registered Office dated November 28, 2020. The present Registered Office of the Transferor Company is situated at 3rd Floor, Jyothi Majestic, H. No.,8-2-120/84, Road No.2, Banjara Hills, Hyderabad- 500034. The Transferor Company is a wholly owned subsidiary of the Transferee Company and is engaged in the business of manufacture, trade, export and import of packaging products for bulk packaging industry and other related products, services and activities.

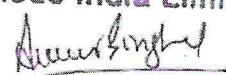
1.2 "SIGNODE INDIA LIMITED", (hereinafter referred to as "**SIGNODE INDIA**"/"**Transferee Company**") was incorporated on August 13, 2003 under the provisions of the Companies Act, 1956 in the name and style of "**STRAPEX PACKAGING INDIA LIMITED**" (CIN: U74950MH2003PLC141730) in the State of Maharashtra. The Company changed its name from Strapex Packaging India Limited to "**STRAPEX INDIA LIMITED**" pursuant to fresh Certificate of Incorporation consequent upon change of name dated September 24, 2004 and further changed to "**SIGNODE INDIA LIMITED**" pursuant to fresh Certificate of Incorporation consequent upon change of name dated August 23, 2013. Subsequently, with the approval of Central Government, the Transferee Company had changed its Registered Office from the State of Maharashtra to the State of Andhra Pradesh and office at 3rd Floor, Jyothi Majestic,

For Stopak India Private Limited



Director

For Signode India Limited



Company Secretary

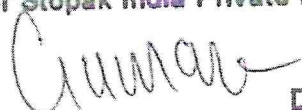
H. No., 8-2-120/84, Road No.2, Banjara Hills, Hyderabad- 500034 pursuant to issuance of fresh Certificate of Incorporation (CIN: U74950AP2003PLC091521) consequent upon change of Registered Office dated December 9, 2013. Subsequently with the creation of the State of Telangana, the CIN of the Company was changed to U74950TG2003PLC091521. The Registered Office of the Transferee Company is currently situated at 3rd Floor, Jyothi Majestic, H. No., 8-2-120/84, Road No.2, Banjara Hills, Hyderabad- 500034. The Transferee Company is an unlisted public limited company. The Transferee Company is engaged in the business as traders, manufacturers, producers, assemblers, dealers, importers, exporters, stockists, distributors, agents, fabricators, service providers and consultants of packaging materials, tools, equipment, supplies and systems.

2. RATIONALE FOR THE SCHEME


The Board of Directors (defined herein) of the Transferor Company and the Transferee Company believe that the following benefits will accrue, pursuant to the amalgamation of the Transferor Company into the Transferee Company:

- a. Signode group is undergoing a fundamental change in each country from a decentralized organization to a more centralized functional organization following the 'One Signode Brand' mission. In India, Signode group is targeting to have one legal entity and combine the operations. Signode group have already merged multiple legal entities to one legal entity in Netherlands, U.K., Ireland, Denmark, U.S.A. and have started to do the same in Germany, France, Finland, Sweden and other countries where it has operations.
- b. Simplified management structure, leading to better administration and reduction in costs from more focused operational efforts, rationalisation, standardisation and simplification of business processes, and the elimination of duplication of administrative expenses.
- c. Greater integration and financial strength for the amalgamated entity, which would result in maximising overall shareholder value and improve the financial position of the amalgamated entity.
- d. The amalgamation would lead to greater and efficient use of infrastructure facilities and optimum utilisation of the available resources resulting in substantial reduction in

For Stopak India Private Limited


Director

For Signode India Limited


Company Secretary

multiple compliances and would facilitate focused management attention, provide leadership vision and facilitate efficiency in operations.

- e. As part of the Signode group's holistic approach to simplify its global legal entity footprint, the Signode group intends to eliminate identified companies which may not be required resulting in simplified group structure. The merger would also facilitate strategic shareholding alignment and, efficient streamlining of business.
- f. Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
- g. The consolidation of operations of Transferor Company and Transferee Company by way of amalgamation will lead to superior deployment of brand promotion, sales and distribution strategies and create a consolidated and diversified base for future growth of the Transferee Company.
- h. This Scheme is in the interest and benefit of shareholders, creditors and there is no likelihood that any shareholder or creditor of Transferor Company and Transferee Company would be prejudiced as a result of this Scheme.

In view of the aforesaid, the Board of Directors of the Transferee Company and the Board of Directors of the Transferor Company have considered the Scheme, whereunder, the entire Undertaking (defined herein) and business of the Transferor Company would be transferred and vested with and into the Transferee Company pursuant to Sections 230 to 232 of the Companies Act, 2013.

For Stopak India Private Limited


Director

For Signode India Limited


Company Secretary

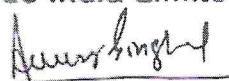
3. DEFINITIONS AND INTERPRETATION

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

- 3.1.1 “**Act**” means the Companies Act, 2013, and ordinances, rules and regulations made thereunder and shall include any statutory modifications, re-enactments or amendments thereof;
- 3.1.2 “**Accounting Standards**” means the applicable accounting standards in force in India from time to time, consistently applied during the relevant period, including the generally accepted accounting principles and standards specified under Section 133 of the Act, read with relevant rules thereunder and all pronouncements including the guidance notes and other authoritative statements of the Institute of Chartered Accountants of India.
- 3.1.3 “**Appointed Date**” means 1st April, 2020, or such other date as the National Company Law Tribunal, Hyderabad Bench or such other authorities may direct/ fix;
- 3.1.4 “**Board of Directors**” or “**Board**” means the board of directors of any of the Transferor Company or the Transferee Company or collectively the Board of Directors of the Transferor Company and the Transferee Company, as the case may be, and shall include any duly constituted committee thereof;
- 3.1.5 “**Effective Date**” shall means the date or the last of the dates on which the conditions referred to in Clause 16 hereof have been fulfilled.
- 3.1.6 “**Employees**”, in regard to a Company, means the staff, workmen and employees on the payrolls of the relevant Company, including the staff, workmen and employees deputed to work with customers / clients of such a company.
- 3.1.7 “**Government Authority**” means the central government, any applicable state or local government, legislative body, regulatory or administrative authority, agency or

For Stopak India Private Limited

 Director

For Signode India Limited

 Company Secretary

commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction;

3.1.8 "IT Act" means the (Indian) Income-tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof, any rules made thereunder and any circulars or notifications issued by the Central Board of Direct Taxes, for the time being in force;

3.1.9 "MAT" means Minimum Alternate Tax;

3.1.10 "NCLT" means National Company Law Tribunal, Hyderabad Bench within whose jurisdiction the registered offices of the Transferor Company and Transferee Company are situated;

3.1.11 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation and Arrangement in its present form or with any modification(s) made under Clause 19 of this Scheme, as approved or directed by National Company Law Tribunal, Hyderabad Bench or any other appropriate authority;


3.1.12 "Transferor Company" or "Stopak India" means Stopak India Private Limited (CIN: U21024TG2008PTC146404), a company incorporated under the Companies Act, 1956 and having its Registered Office at 3rd Floor, Jyothi Majestic, H. No. 8-2-120/84, Road No.2, Banjara Hills, Hyderabad- 500034.

3.1.13 "Transferee Company" or "Signode India" means "Signode India Limited" (CIN: U74950TG2003PLC091521) a company incorporated under the Companies Act, 1956 and having its Registered Office at 3rd Floor, Jyothi Majestic, H. No. 8-2-120/84, Road No.2, Banjara Hills, Hyderabad- 500034.

3.1.14 "Undertaking" shall mean and include the whole of the Undertaking of the Transferor Company, as a going concern, including its entire business, immovable properties, all secured and unsecured debts, liabilities including contingent liabilities, losses including accumulated losses and unabsorbed depreciation, duties and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible,

For Stopak India Private Limited

 Director

For Signode India Limited

 Company Secretary

present or contingent and including but without being limited to all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, funds, licenses, registrations, marketing authorisation, copyrights, patents, trade names, trademarks, marketing rights and other rights and licenses in respect thereof, applications for copyrights, patents, trade names, trademarks, marketing intangibles, leases, licenses, tenancy rights, premises, hire purchase and lease arrangements, lending arrangements, benefits of security arrangements, computers, office equipment, telephones, telexes, facsimile connections, internet connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements including but not limited to contracts entered into with vendors, customers and service providers, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, easements and all the right, title, interest, goodwill, benefit and advantage, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits (including but not limited to credits in respect of income tax, Goods and Services Tax, value added tax, service tax, etc.), tax refunds, MAT credit entitlement, if any, software license, domain/ websites, etc., in connection/ relating to the Transferor Company and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, as on the Appointed Date.

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

For Stopak India Private Limited

Cumma
Director

For Signode India Limited

Sumit Singh
Company Secretary

3.2 INTERPRETATION

3.2.1 Words denoting the singular shall include the plural.

3.2.2 Any references in this Scheme to "upon this Scheme becoming effective" or "upon the Scheme coming into effect" shall be construed to be a reference to the Effective Date.

3.2.3 The words "include" and "including" are to be construed without limitation.

4. SHARE CAPITAL

4.1 Stopak India, Transferor Company:

The share capital of Stopak India Private Limited, the Transferor Company as at 31st March, 2020 was as follows:

Authorised Share Capital	Amount (Rs.)
50,00,000 equity shares of Re.1/- each	50,00,000
Issued, Subscribed and Paid-up Share Capital	
5,58,012 equity shares of Re.1/- each, fully paid-up	5,58,012

Subsequent to 31st March, 2020 and till the date of this Scheme, there has been no change in the share capital of Transferor Company.

4.2 Signode India, Transferee Company:

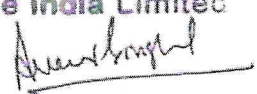
The share capital of Signode India Limited, the Transferee Company as at 31st March, 2020 was as follows:

Authorised Share Capital	Amount (Rs.)
15,00,00,000 equity shares of Rs.10/- each	150,00,00,000
Issued, Subscribed and Paid-up Share Capital	
7,41,52,940 equity shares of Rs.10/- each, fully paid-up	74,15,29,400

Subsequent to 31st March, 2020 and till the date of this Scheme, there has been no change in the share capital of Transferee Company.

For Stopak India Private Limited

 Director

For Signode India Limited

 Company Secretary

5. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set-out herein in its present form or with any modification(s) and amendment(s) approved or imposed or directed by the NCLT or any other appropriate authority, shall be effective from the Appointed Date but shall be made operative from the Effective Date.

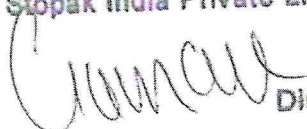
PART B

TRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR COMPANY INTO THE TRANSFEREE COMPANY

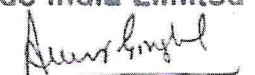
6. TRANSFER AND VESTING OF UNDERTAKING

6.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and Undertaking of the Transferor Company, including all the debts, liabilities, losses including accumulated losses and unabsorbed depreciation, duties and obligations, including those arising on account of taxation laws and other allied laws, of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties (if any) and assets (whether tangible or intangible) of the Transferor Company comprising of, amongst others, buildings, plants, investments, motor vehicles, receivables, actionable claims, furniture and fixtures, computers, office equipment, electrical installations, generators, facsimile and other communication facilities and business licenses, permits, deposits, authorisations, approvals, insurance cover of every description, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-hows, trademarks, service marks, trade secrets, brands, registrations, product licenses, marketing authorisations and other intellectual property rights and intangibles, proprietary rights, marketing rights, title, interest, contracts including but not limited to contracts entered into with customers, vendors and service providers, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, shall, under the provisions of Sections 230 to 232 of the Act and other relevant provisions of the Act, to the extent applicable and pursuant to the order of the NCLT, sanctioning this Scheme and without further act, instrument or deed, but subject to

For Stopak India Private Limited


Director

For Signode India Limited


Company Secretary

the charges affecting the same as on the Appointed Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking(s) of the Transferee Company.

6.2 Without prejudice to the generality of Clause 6.1 above, in respect of the assets of the Transferor Company, including cash and bank balances, as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery or otherwise, the same shall be so transferred by the Transferor Company to the Transferee Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company as an integral part of the assets of the Transferee Company, with effect from the Appointed Date.

6.3 Without prejudice to the generality of Clause 6.1 above, upon the Scheme coming into effect and with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, shall be the debts, liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of the Transferor Company or on any income earned from those assets.

6.4 With effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.

6.5 Loans, advances, trade dues, trade advances and other obligations (including guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, *ipso facto*, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the

For Stopak India Private Limited


Director

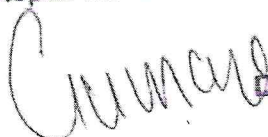
For Signode India Limited


Company Secretary

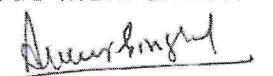
Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.

- 6.6 All existing securities, mortgages, charges, liens or other encumbrances, if any, as on the Appointed Date and created by the Transferor Company after the Appointed Date, over the properties and other assets in the Undertaking transferred to the Transferee Company by virtue of this Scheme and in so far as such securities, mortgages, charges, liens or other encumbrances secure or relate to liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such securities, mortgages, charges, liens or encumbrances shall not relate or attached to any other assets of the Transferee Company, provided however that no encumbrances shall have been created by the Transferor Company over its assets after the date of filing of the Scheme, without the prior written consent of the Board of Directors of the Transferee Company, except for those done in the normal course of business.
- 6.7 The existing encumbrances over the properties and other assets of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme. The Transferee Company shall not be liable to create additional charge or encumbrances on its properties for the liabilities and obligations of the Transferor Company as on the Appointed Date and taken over by the Transferee Company.

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Director

For Signode India Limited


Company Secretary

6.8 It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.

6.9 With effect from the Appointed Date, all statutory licences, registrations, incentives, tax deferrals and benefits, carry-forward of tax losses including accumulated losses and unabsorbed depreciation, tax credits, tax refunds, MAT credit entitlement, if any, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, permissions, approvals or consents to carry on the operations of the Transferor Company, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date shall stand vested in or transferred to the Transferee Company, pursuant to the Scheme, without any further act or deed and shall remain valid, effective and enforceable on the same terms and conditions and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the Undertaking of the Transferor Company pursuant to this Scheme.

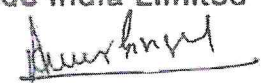
6.10 Upon the Scheme being sanctioned and taking effect, the Transferee Company shall be entitled to operate all bank accounts related to the Transferor Company and all cheques, drafts, pay orders, direct and indirect tax balances and/or payment advices of any kind or description issued in favour of the Transferor Company, either before or after the Appointed Date, or in future, may be deposited with the bank of the Transferee Company and credit of all receipts thereunder will be given in the accounts of the Transferee Company.

6.11 The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date

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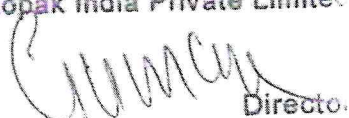

Company Secretary

and shall be in accordance with Section 2(1B) of the IT Act. If any terms or provisions of this Scheme is/are inconsistent with the provisions of the said Section 2(1B), such provisions of said Section 2(1B) shall prevail and the Scheme shall stand modified to the extent necessary to comply with the said Section 2(1B). Such modification will, however not affect the other parts of the Scheme.

7. STAFF, WORKMEN & EMPLOYEES

- 7.1 On the Scheme becoming effective, all the Employees of the Transferor Company, if any, in service on the Effective Date shall be deemed to have become Employees of the Transferee Company with effect from the Appointed Date or the date of joining whichever is later, without any break or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company (i.e. cost-to-company basis, in monetary terms) shall not be less favourable than those applicable to them with reference to their employment with the Transferor Company on the Effective Date.
- 7.2 The Transferee Company agrees that the services of all such Employees with the Transferor Company up to the Effective Date shall be taken into account for purposes of all retirement benefits to which they may be eligible in the Transferor Company on the Effective Date.
- 7.3 It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the Employees of the Transferor Company shall become trusts/funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such fund or

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Director

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Company Secretary

funds shall become those of the Transferee Company. It is clarified that, for the purpose of the said fund or funds, the services of the Employees of the Transferor Company will be treated as being continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Company.

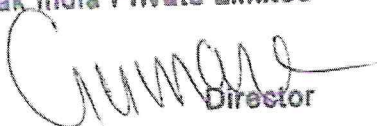
- 7.4 The provident fund, gratuity fund, and superannuation fund dues, if any, of the Employees of the Transferor Company, subject to the necessary approvals and permissions and at the discretion of the Transferee Company either be continued as a separate fund of the Transferee Company for the benefit of the Employees or be transferred to and merged with the similar funds of the Transferee Company. The Transferee Company shall continue to make contributions into the provident fund accounts of Employees maintained under the registration of the Transferor Company till such time the accounts are transferred under the registration of the Transferee Company. The Transferee Company shall also continue to make contributions to the gratuity fund and superannuation fund maintained by the Transferor Company, till the date of completion of the transition.

8. LEGAL PROCEEDINGS

- 8.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending, including those arising on account of taxation laws and other allied laws, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the arrangement by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company, as if this Scheme had not been made.

- 8.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated by or against the Transferor Company, the Transferee Company shall be

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substituted and deemed to be party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.

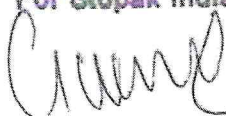
9. CONTRACTS, DEEDS, ETC., AND POWER TO GIVE EFFECT TO THIS PART

9.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, licences, permits, registrations, approvals and other instruments, if any, of whatsoever nature to which the Transferor Company is a party and subsisting or having effect on the Effective Date, 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 effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto, notwithstanding the terms contained in such contracts, deeds, bonds, agreements, licences, permits, registrations, approvals and other instruments.

9.2 The Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novation, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

9.3 All cheques and other negotiable instruments and payment orders received in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company. Similarly, the banker of the Transferee Company shall honour cheques issued by the Transferor Company for payment on or after the Appointed Date and presented after the Effective Date.

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Director

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Company Secretary

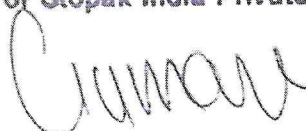
10. TAXATION MATTERS

10.1 On or after the Effective Date, the Transferor Company and the Transferee Company shall have the rights to revise their financial statements and tax returns (including withholding tax returns) along with prescribed forms, filings and annexures under the provisions of the IT Act (including for the purpose of re-computing income tax under the normal provisions, MAT, and claiming other tax benefits), Wealth Tax Act, 1957, customs duty law, Goods and Services Tax ("GST") or other tax laws, and to claim refunds and/or credits for taxes paid (including MAT, tax deducted at source, GST input tax credit, etc.), and to claim tax benefits and for matters incidental thereto, if required to give effect to the provisions of the Scheme.

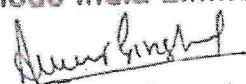
10.2 As and from the Effective Date, all tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

10.3 Any tax liabilities under the IT Act, Wealth Tax Act, 1957, customs duty laws, GST or other applicable law/ 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 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 and MAT credit as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company. On and from the Appointed Date, the Transferee Company would be entitled to claim the advance tax that has been paid by the Transferor Company and the credit of tax deducted at source, GST credit, credit of tax collected at source etc. entitled to by the Transferor Company and necessary intimations to this effect would be given to the tax authorities by the Transferee Company after the Effective Date.

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 Director

For Signode India Limited


Company Secretary

10.4 Any refund under the IT Act, Wealth-tax Act, 1957, customs duty laws, GST or other applicable law/ regulations dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company due to Transferor Company consequent to the assessment made on Transferor Company whether credit taken or not taken in the books of accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

10.5 Any tax payment (including, without limitation, income-tax, MAT, taxes withheld/ paid in a foreign country, dividend distribution tax, custom duty, GST etc.) whether by way of deduction at source, advance tax or self-assessment 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 Transferor Company/Transferee Company including on payables to Transferee Company/ Transferor Company on account of investments 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.

10.6 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, GST, or other applicable law/ regulations dealing with taxes / duties / levies shall be made or deemed to be have been made and duly complied with by the Transferee Company.

10.7 All deductions otherwise admissible to the Transferor Company including deductions 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.

For Stopak India Private Limited

Gurman
Director

For Signode India Limited

Anurag Singh
Company Secretary

10.8 The accumulated losses and the allowances for unabsorbed depreciation of the Transferor Company shall be deemed to be the loss and allowance for unabsorbed depreciation of the Transferee Company in accordance with Section 72A of the IT Act or any other provision of the IT Act as may be applicable.

10.9 The losses and unabsorbed depreciation as per books of accounts 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 MAT payable by the Transferee Company.

10.10 The Transferee Company shall be entitled to claim depreciation on the depreciable assets which are transferred by the Transferor Company by virtue of the Scheme under Section 32 read with Section 43 of the IT Act.

10.11 The date of acquisition of capital assets of the Transferor Company shall be the date of acquisition for the Transferee Company for the purpose of calculation of capital gain tax under the IT Act.

PART C

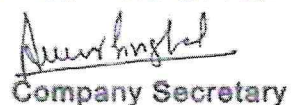
11. CANCELLATION OF SHARES

Since the Transferor Company is a wholly owned subsidiary of the Transferee Company, upon the Scheme being sanctioned by the NCLT all the equity shares held by the Transferee Company along with its nominee in the Transferor Company shall be cancelled and extinguished. Accordingly, there will be no issue and allotment of equity shares by the Transferee Company to the Shareholders of the Transferor Company upon this Scheme becoming effective.

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 Director

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 Company Secretary

12. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY

Notwithstanding anything contrary contained in any other clause in the scheme, the Transferee Company shall account for the amalgamation in its separate financial statements in accordance with the 'pooling of interest method' laid down in Appendix C of Indian Accounting Standard (Ind AS) 103, Business Combination of entities under common control and other accounting principles prescribed under the Companies (Indian Accounting Standards) Rules, 2015 (as amended) notified under Section 133 of the Companies Act, 2013. Accordingly, the financial information in the financial statements of the Transferee Company in respect of prior periods will be restated as if the business combination had occurred from the beginning of the preceding period presented in the financial statements, irrespective of the actual date of the combination.

13. TRANSACTIONS BETWEEN THE APPOINTED DATE AND THE EFFECTIVE DATE

During the period from the Appointed Date to the Effective Date:

13.1 The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its business and Undertaking for and on account of and in trust for the Transferee Company.

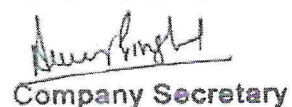
13.2 The Transferor Company shall carry on its business and activities in the ordinary course of business with reasonable diligence and business prudence.

13.3 All the profits or income accruing or arising to the Transferor Company or expenditure or losses incurred or arising to the Transferor Company, shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company.

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 Director

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 Company Secretary


13.4 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Government Authority concerned, as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.

13.5 The Transferor Company shall carry on its business, operations or activities with reasonable diligence and business prudence and in the same manner as it had been doing hitherto and shall not venture into/ expand any new businesses, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business, without the prior consent of the Transferee Company.

13.6 For avoidance of doubt, it is hereby clarified that nothing in this Scheme shall prevent the Transferee Company and the Transferor Company from declaring and paying dividends, whether interim or final, to their respective equity shareholders. It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company and/ or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Directors of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.

13.7 The Transferee Company and the Transferor Company shall also be entitled to make an application for amending, cancelling or obtaining fresh registrations, as the case may be, under all applicable laws and legislations.

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 Director

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Company Secretary

14. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under Clause 6 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded between the Appointed Date and the Effective Date (both days inclusive), to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

PART D

DISSOLUTION OF THE TRANSFEROR COMPANY AND THE GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME AND OTHER MATTERS CONSEQUENTIAL AND INTEGRALLY CONNECTED THERETO

15. DISSOLUTION

On the Scheme becoming effective, the Transferor Company shall stand dissolved, without being wound-up.

16. CONDITIONALITY OF THE SCHEME

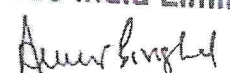
This Scheme is and shall be conditional upon and subject to:

- (i) The requisite consent, approval or permission of any Government Authorities, which by law may be necessary for the implementation of this Scheme;
- (ii) Approval by the NCLT;
- (iii) The certified copy of the order of the NCLT, sanctioning the Scheme is filed with the Registrar of Companies by the Transferor Company and the Transferee Company; and
- (iv) Compliance with such other conditions as may be imposed by the NCLT or Government Authorities.

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 Director

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17. APPLICATION TO THE NATIONAL COMPANY LAW TRIBUNAL, HYDERABAD BENCH

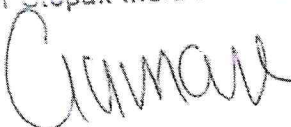
The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make and file applications/petitions under Sections 230 to 232 of the Act to the NCLT, within whose jurisdiction the registered offices of the Transferee Company and the Transferor Company are situated, for sanctioning the Scheme, and for dissolution of the Transferor Company without being wound-up.


18. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of the Scheme, the resolutions of the Transferor Company as is considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company. If any such resolutions have any monetary limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company.

19. MODIFICATION OR AMENDMENTS TO THE SCHEME

The Transferee Company and the Transferor Company by their respective Board of Directors, or any person(s) or committee authorised/ appointed by them, may carry out or assent to any modifications/ amendments to the Scheme or to any conditions or limitations that the NCLT and/ or any other Government Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. The Transferee Company and the Transferor Company by their respective Board of Directors or any person(s) or committee authorised or appointed by them, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any Government Authority or otherwise howsoever

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 Director

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 Company Secretary

arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith. The Transferee Company and the Transferor Company shall be at liberty to withdraw from this Scheme, in case of any condition or alteration imposed by the NCLT or any other authority or any bank or financial institution is unacceptable to them or otherwise if so mutually agreed.

20. EFFECT OF NON-RECEIPT OF APPROVALS

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

20.2 Notwithstanding anything contained in Clause 20.1, the Board of Directors of Transferor Company and Transferee Company with mutual consent shall be entitled to withdraw this Scheme prior to the Effective Date.

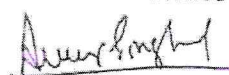
21. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company. In the event of the Scheme not being sanctioned by the NCLT, the Transferee Company shall bear and pay all costs, charges, expenses and taxes, including duties and levies in connection with the Scheme and will be reimbursed by the Transferor Company, as maybe mutually agreed by the parties.

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 Director

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Company Secretary

22. MISCELLANEOUS

In case of any doubt, difference or issue which may arise among the Transferor Company and the Transferee Company or any of its shareholders, creditors, Employees and/ or persons entitled to or claiming any right to any shares in the Transferor Company or the Transferee Company, as to the construction of this Scheme or as to any account, valuation or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled between the Board of Directors of the Transferor Company and the Transferee Company and the decision arrived at therein shall be final and binding on all concerned. If any part of this Scheme hereof is invalid, ruled illegal by the NCLT, or unenforceable under present or future laws, then it is the intention of the Transferor Company and the Transferee Company that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party to the Scheme, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for the parties to the Scheme, the benefits and obligations of the Scheme.

For Stopak India Private Limited


Director

For Signode India Limited


Company Secretary