

HIGH COURT, BOMBAY

0078560

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY SCHEME PETITION NO.720 OF 2013.
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO.628 OF 2013.
TRINITY TRADELINK LIMITED
...Petitioner/ Transferor Company.

WITH

COMPANY SCHEME PETITION NO.721 OF 2013.
CONNECTED WITH
COMPANY SUMMONS FOR DIRECTION NO.629 OF 2013.
OMNITECH PETROLEUM LIMITED
...Petitioner/ Transferee Company.

In the matter of the Companies Act 1 of 1956);

AND

In the matter of Sections 391 to 394 of the Companies Act, 1956;

AND

In the matter of Scheme of Arrangement / Amalgamation between TRINITY TRADELINK LIMITED, the Transferor Company AND OMNITECH PETROLEUM LIMITED, the Transferee Company (FORMERLY KNOWN AS SHARP TRADING & FINANCE LIMITED) and their Respective Members and Creditors

Called for hearing

Mr. Rajesh Shah with Mr. Chandrakant Mhadeshwar i/b Rajesh Shah & Co., Advocate for the Petitioners in both Petitions.

Mrs. R. N. Sutar, Asstt. Official Liquidator, present in CSP No. 720 of 2013.

Mr. C. J. Joy with Mr. Parag Vyas i/b Dr. H.P. Chaturvedi for Regional Director in both Petitions.

CORAM: N. M. Jamdar, J.

DATE : 10th January, 2014

PC:

1. Heard learned counsel for the parties. No objector has come before the court to oppose the Scheme and nor any party has controverted any averments made in the Petition.

2. The sanction of the Court is sought to a Scheme of Arrangement /Amalgamation between TRINITY TRADELINK LIMITED, the Transferor

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Company AND OMNITECH PETROLEUM LIMITED, the Transferee Company (FORMERLY KNOWN AS SHARP TRADING & FINANCE LIMITED) and their Respective Members and Creditors, under Sections 391 to 394 of the Companies Act, 1956.

3. Learned Counsel for the Petitioners states that the Transferor Company is carrying on business of buyers, sellers, traders, distributors, merchants, agents, brokers, sub - brokers, stockists, commission agents. Transferee Company is carrying on business of sorts of energy products, crude and refine petroleum oils/ products, natural gas, oleaginous, saponaceous substance. The proposed scheme of Amalgamation will have the benefit that Both the Companies are under same Management and it would be advantageous to combine the activities and operations in a single Company. The amalgamation would provide synergistic linkages besides economies in costs by combining the total business functions and the related activities and operations and thus contribute to the profitability of the amalgamated Company and the amalgamated Company will have the benefit of the combined assets and cash/flows of the two companies. The combined resources of the amalgamated company will be conducive to enhance its capability to face competition in the market place more effectively and It will be conducive to better and more efficient and economical control and conduct of the Companies and With the enhanced capabilities and resources at its disposal, the amalgamated Company will have greater flexibility to compete more effectively and A larger and growing Company will mean enhanced financial and growth prospects for the people and organizations connected with the Company. The transferor Company and transferee company has approved the said Scheme of



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Arrangement / Amalgamation by passing the Board Resolutions which are annexed to the respective Company Scheme Petitions.

4. The learned Advocate for the Petitioners further states that, Petitioner Companies have complied with all the directions passed in Company Summons for Directions and that the Company Scheme Petitions have been filed in consonance with the orders passed in respective Company Summons for Directions and seeks sanction to the said proposed Scheme of Arrangement / Amalgamation.

5. The learned counsel appearing on behalf of the Petitioners have stated that the Transferor Company and the Transferee Company have complied with all requirements as per directions of this Court and they have filed necessary Affidavits of compliance in the Court. Moreover, Petitioner Companies undertake to comply with all statutory requirements if any, as required under the Companies Act, 1956 and the Rules made there under. The said undertaking is accepted.

6. The Official Liquidator has filed his report on 17/12/2013 in Company Scheme Petition No. 720 of 2013 stating that the affairs of the Transferor Company has been conducted in a proper manner and that the Transferor Company may be ordered to be dissolved.

7. The Regional Director has filed an Affidavit on 06/01/2014 stating therein save and except as stated in paragraph 6 (a) and (b), it appears that the Scheme does not appear to be prejudicial to the interest of shareholders and public. Paragraph 6 of said Affidavit is as under:

6. (a) Clause 13(b) of the scheme Provides for change of name of the Transferee Company by adopting the name of the Transferor Company. In this connection it is submitted that the Transferee company may be directed to comply with the provision of section

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21/23 of the companies Act 1956 in respect of filing of necessary forms with the Registrar of companies and the proposed new name will be allowed subject to availability of the same, by the registrar of companies since under the computerized MCA 21 system of allotting the names, it is systemically not possible to reserve the names. Therefore, the name if available at the time of such application, shall be made available by the Registrar of companies, Mumbai.

- (b) *clause 13(c) of the scheme provides for object clause amendment of the Transferee Company by incorporating the main object the Transferor Company as clause 2 B of the main object the Transferee. In this connection, the Transferee Company may be directed to comply with provision of section 40 read with section 18 of the Act and to file amended copy of memorandum of association alongwith Form No.21 with Registrar of companies.*

8. So far as the observation in paragraph 6(a) of the Affidavit of Regional Director is concerned, the Petitioner /Transferee Company through its counsel undertakes to comply with the provisions of section 21/23 of the Companies Act, 1956 in respect of filing of necessary forms with the Registrar of Companies and the proposed new name will be allowed subject to availability of the same, by the Registrar of Companies and the name if available at the time of filing of such application, shall be made available by the Registrar of Companies, Mumbai.

9. So far as the observation in paragraph 6(b) of the Affidavit of Regional Director is concerned, the Petitioner /Transferee Company through its counsel undertakes to comply with provision of section 40 read with section 18 of the Companies Act, 1956 and to file amended copy of memorandum of association alongwith Form No.21 with Registrar of companies.

10. The Learned Counsel for Regional Director on instructions of Mr R. K. Dalmia, Deputy Director in the office of the Regional Director, Ministry of Corporate Affairs, Western Region, Mumbai states that they are satisfied with the undertaking given by the Advocate for the Petitioner Company. The above undertakings is accepted.



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11. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned has come forward to oppose the Scheme in the court.

12. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition Nos. 720 of 2013 is made absolute in terms of prayer clauses (a) to (d) and Company Scheme Petition No. 721 of 2013 is made absolute in terms of prayer clauses (a) to (c).

13. The Petitioner Companies to lodge a copy of this order and the Scheme duly authenticated by the Company Registrar, High Court (O.S.), Bombay, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the order.

14. Petitioners are directed to file a copy of this order along with a copy of the Scheme of Amalgamation with the concerned Registrar of Companies, electronically, along with E-Form 21 in addition to physical copy as per the provisions of the Companies Act, 1956.

15. The Petitioner Companies to pay costs of Rs.10,000/- each to the Regional Director, Western Region, Mumbai and the Petitioners in the Company Scheme Petition No. 720 of 2013 to pay cost of Rs 10,000/- to the Official Liquidator, High Court, Bombay. Costs to be paid within four weeks from the date of the Order.

16. Filing and issuance of the drawn up order is dispensed with.

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17. All authorities concerned to act on a copy of this order along with Scheme duly authenticated by the Company Registrar, High Court (O. S.), Bombay.

(N.M. Jamdar, J.)

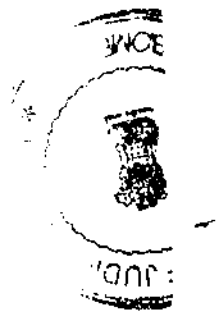
TRUE COPY
[Signature]
23/12/2014
Section Officer
High Court, Appellate Side
Bombay



TRUE-COPY
[Signature]
24/10/2014
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

Bombay High

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SCHEME OF ARRANGEMENT

In the matter of Companies Act of 1956

AND

In the matter of the Scheme of arrangement/amalgamation between

TRINITY TRADELINK LIMITED

(The Transferor Company)

AND

OMNITECH PETROLEUM LIMITED

(The Transferee Company)

AND THEIR RESPECTIVE MEMBERS AND CREDITORS

UNDER SECTION 391 TO 394 OF COMPANIES ACT 1956

This Scheme of arrangement/amalgamation provides for:

- 1.) Merger of M/s. Trinity Tradelink Limited (TTL) with M/s. Omnitech Petroleum Limited (OPL).

1.) Definitions

In this Scheme unless repugnant to the meaning or context thereof, the following expressions shall have the meaning as mentioned herein below:


- a. **The Act'** means the Companies Act, 1956 as amended from time to time;
- b. **'Appointed Date'** means 01.04.2012 or such other date as may be approved by the High Court of Judicature at Mumbai or such other appropriate authority;
- c. **'The Court'** shall mean the respective court/courts having jurisdiction in respect of the Transferee and Transferor companies;
- d. **'The Effective Date'** for the Scheme of Arrangement shall mean the date on which certified copies of the Order of the respective Hon'ble High Court under Sections 391 to 394 and other applicable provisions of the Companies Act, if any, are filed with the Registrar of Companies; and if the certified copies are filed on different dates, the last of such dates;
- e. **'Scheme of Arrangement/amalgamation'** or "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form or with any modifications made under Clause 19 of the Scheme or modification as required to be made as per the directions of the respective Hon'ble High Courts, Bombay Stock Exchange Limited (BSE) or any other regulatory, statutory and government authorities having jurisdiction over the same;

- f. "Swap Ratio" means the ratio of exchange of shares between the transferor and the transferee company. The share capital of the transferor company shall stand cancelled and the shareholders of the cancelled capital will receive shares of the transferee company based on the mutually accepted swap ratio by the transferee company and the transferor company;
- g. Transferor Company means "TTL";
- h. Transferee Company means "OPL";
- i. "Undertaking" shall mean and include:
- (a) all the assets and property of all the undertaking of the Transferor Company as on the Appointed Date;
 - (b) all the secured and unsecured debts, liabilities, duties and obligations of all the undertaking of the Transferor Company as on the Appointed Date;
 - (c) Without prejudice to the generality of sub clause (a) above, the Undertaking of the Transferor Company shall include all the assets and properties, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but not limited to land and building, all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, licenses (registrations, copyrights, patents, trade names, trade marks and other rights and licenses in respect thereof, applications for copyrights, patents, trade names, trade marks, leases, tenancy rights, premises, ownership flats, hire purchase and lease arrangements, lending arrangements, benefits of security arrangements, computers, insurance policies, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, reserves, preliminary expenses, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits, sales tax, value added tax and other claims and powers, of whatsoever nature and whosoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, as on the Appointed Date.

- j. 'OPL' means M/s Omnitech Petroleum Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Regd.Off- D 103, Devraj Chs, S. V. Road, Goregaon West, Mumbai - 400 062
- k. The words "shareholder" and "member" are used to denote the same meaning and are used interchangeably in this Scheme.
- l. 'TTL' means M/s Trinity Tradelink Limited, a company incorporated under the provisions of the Companies Act, 1956 and presently having its registered office at Flat No., F/42, Fourth Floor, Meghna Apartment, 64, S.V. Road, Santacruz (West) , Mumbai- 400 054, Maharashtra.
- m. Amalgamated Company means the Transferee company by virtue of the proposed merger of TTL with OPL.

2.) RATIONALE FOR THE SCHEME OF ARRANGEMENT/AMALGAMATION

2.1 Purpose of the Scheme:

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- a. Merger of the Transferor company with the Transferee Company;
- b. It would be advantageous to combine the activities and operations of the transferor Company into the Transferee Company for synergistic linkages and the benefit of combined financial resources. This will be reflected in the profitability of the Transferee Company.
- c. This Scheme of arrangement/ amalgamation would result in merger and thus consolidation of business of both the transferor company and the Transferee Company in one entity i.e. OPL. OPL, being a Listed Company all the shareholders of the merged entity will be benefited by result of the amalgamation of Business and availability of a trading platform.
- d. Amalgamation of the Transferor Company with the Transferee Company will also provide an opportunity to leverage combined assets and build a stronger sustainable business. Specifically, the merger will enable optimal utilization of existing resources and provide an opportunity to fully leverage strong assets, capabilities, experience, expertise and infrastructure of both the company.

The Promoters of Transferor who are also the Promoters of the Transferee Company want to run the business of the Transferee company under their

leadership. Further, the promoters want to induct fresh funds, as presently, it is difficult for the company to arrange funds from Banks and other sources. The scheme is one of the strategic vehicles adopted by the new management for change of name and object to broad base the activities of the company and to explore a new arena of commercial exploration and give a fresh financial lease of life to the Company. The management of the company has been recently changed by way of open offer.

The Scheme of arrangement/ amalgamation will result in cost saving for both the companies as they are capitalizing each others core competency and market which is expected to result in higher profitability levels and cost savings for the Amalgamated Company.

- e. The Amalgamated Company will have the benefit of the combined resources of the Transferor and the Transferee Company i.e. Reserves, investments, goodwill, manpower, finances, customers, distributors, brands etc. and
- f. The amalgamated Company would also have a larger net worth base, and greater borrowing capacity, which would provide it a competitive edge over the others, especially in view of the increasing competition due to liberalization and globalization, which will be beneficial in more than one ways to both the Transferor Company and the Transferee Company and their shareholders.
- g. The Transferor as well as the Transferee Company share common fundamental management philosophies. The Companies also share common corporate values.
- h. The Amalgamation is in accordance with the Section 2(IB) of the Income Tax Act, 1961 and the Transferor Company as well as the Transferee Company will be able to avail of the benefits available under the Income tax Act, 1961 and any other provisions applicable and available under the Indian laws.
- i. Upon the Scheme being effective, the present objects of the Transferee Company shall automatically become the objects of the amalgamated company.
- j. There will be no stamp duty payable under the provisions of the Indian Stamp Act on transfer of moveable and Immovable assets of the Transferor Company.
- k. Upon the Scheme being effective, without any further act or deed the Transferee Company shall be re-named as "Trinity Tradelink Limited". The Transferee Company shall also comply with the requirements of change in name in the share certificates of the Transferee Company. The main object of the

Transferor company shall be inserted as the main object in Clause A of the Memorandum of Association of the Transferee company.

2.2 OBLIGATIONS OF THE EXISTING PROMOTERS

2.3 It is therefore proposed that the Transferor Company be merged with the transferee company; With the aforesaid objective and to give effect to the terms of this Scheme of arrangement/ amalgamation, the Transferor and the Transferee Company will combine the activities and operations into a single company for synergistic linkages besides the benefit of financial resources, marketing tie ups, etc of each other and the amalgamated company.

2.4 In furtherance of the aforesaid, this Scheme of Amalgamation provides for:

- (i) The merger of Transferor Company with the Transferee Company;
- (ii) Various other matters consequential or otherwise integrally connected herewith

3.) DETAILS OF TRANSFEREE COMPANY

a. Incorporation of Transferee Company

The Transferee Company was incorporated as Sharp Trading & Finance Limited on 30th March 1985 as a public Limited Company and it obtained the certificate of commencement of Business on 6th April, 1985. Thereafter, the name of the company was changed from M/s. Sharp Trading and Finance Limited to M/s. Omnitech Petroleum Limited on 19th April, 2011.

b. Present Object of the Transferee Company

*1. To carry on in India or elsewhere either alone or jointly in financial or technical collaboration, the business to explore, extract, excavate, manufacture, acquire, procure, produce, pump, refine, purify, store, research, prepare, promote, prospect, process, grade, split, remove, amalgamate, barter, convert, clean, commercialise, compound, distribute, discover, handle, import, export, buy, sell, market, organize, manage, protect, vaporize, condense, concentrate, dilute, mix and to deal in all sorts of energy products, crude and refined petroleum oils/products, natural gases, oleaginous, saponaceous substances, their products, by - products, residues, ingredients, derivatives, formulations, blends, mixtures, goods, and materials; and to act as agent, broker, stockiest, job worker, contractor, operator, export house or otherwise and to do all incidental or ancillary acts and things which deems necessary for the attainment of these objects.

*2. To explore and develop crude oil, natural gas and coal bed methane resources in India and abroad and to provide oil fields services for the exploration, appraisal and production of crude oil and natural gas industry and coal bed methane industry including 2 - dimensional seismic acquisition, 3- dimensional seismic acquisition; drilling rig services; cementation services; wire line logging services; mud logging services; mud engineering services; well engineering services; slick - line services and other service required to support oilfield operations and to offer services with owned, leased, hired equipment or on the basis of representation and support to a partner under collaboration.

*2(A). To participate in production sharing contract, service contract and any other commercial, legal and contractual framework, to receive license and rights to undertake exploration and development of crude oil, natural gas and coal bed methane resources and to provide all such services under lease, hire arrangement, hire purchase, service contract, turnkey contract or through any other commercial, contractual and legal framework.

c. Capital Structure of the Transferee Company as on 31st March, 2012

Share Capital	Amount in Rs.
Authorised: 15,000,000 equity shares of Rs.10/- each	150,000,000/-
Issued, subscribed and paid-up: 245,000 equity shares of Rs.10/- each	Rs. 2,450,000/-

4.) (1) DETAILS OF THE TRANSFEROR COMPANY

a. Incorporation of the Transferor Company

The Transferor Company was incorporated as a Private Limited company with the name M/s. Trinity Tradelink Private Limited on 1st May 2007.

Thereafter, the company was converted into a public company and accordingly the name of the company was changed to M/s. Trinity Tradelink Limited with effect from 23rd December, 2011

b. Present object of the Transferor Company

To carry on all or any business as buyers, sellers, traders, distributors, merchants, agents, brokers, sub - brokers, stockists, commission agents, franchisee, dealers, C & F agents, various type of agencies, network marketing & marketing associates of household goods, consumerable durable items, industrial goods of all kinds and merchandise.

c. Capital Structure of the Transferor Company

Share Capital	Amount in Rs.
Authorised: 35,000,000 Equity Shares of 10/-each	Rs. 350,000,000/-
Issued, subscribed and paid-up: 26,010,805 Equity Shares of 10/-each	Rs. 260,108,050/-

5) THE SCHEME

This Scheme seeks to reconstruct / restructure the issued, subscribed and paid up capital of the Company in the following manner:

5.1. MERGER

a. TRANSFER OF UNDERTAKING

The Undertaking of the Transferor Company shall be transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company in the following manner:

- I. With effect from the Appointed Date, all the Undertaking of the Transferor Company comprising all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 391 read with Section 394 and all other applicable provisions, if any, of the Act, without any further act or deed (save as provided in Sub-clauses (II) and (III) below), be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company so as to become as from the Appointed Date the assets and liabilities of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Company therein.

All the movable assets including cash in hand, if any, of the Transferor Company, capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company.

II. In respect of movables other than those specified in sub-clause (II) above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, Custom, Port, local and other authorities and bodies, customers and other persons, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and /or be deemed to be transferred to and stand vested in the Transferee Company under the provisions of Section 391 read with Section 394 of the Act.

III. In relation to the assets, if any, belonging to the Transferor Company, which require separate documents of transfer, the Transferor Company and the Transferee Company will execute the necessary documents, as and when required.

IV. With effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company shall also, under the provisions of Section 391 read with Section 394 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company so as to become as from the Appointed Date the debts, liabilities, duties and obligations of the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this sub-clause.


V. The transfer and vesting of the Undertaking of the Transferor Company as aforesaid shall be subject to the existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of the Transferor Company.

Provided however, any reference in any security documents or arrangements (to which the Transferor Company or Transferee Company are a party) to the assets of the Transferor Company or Transferee Company offered or agreed to be offered as security for any financial assistance or obligations, shall continue with such assets or part thereof pertaining to the Undertaking of the Transferor Company as are vested in the Transferee Company by virtue of the aforesaid Clauses or such assets or part thereof pertaining to the Transferee Company respectively, and

this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of the Transferor Company or any of the assets of the Transferee Company respectively.

- VI. Loans or other obligations, if any, due between or amongst the Transferor Company and the Transferee Company shall stand discharged and there shall be no liability in that behalf with effect from the Appointed Date.
- VII. Transferor Company is presently situated in the state of West Bengal and has passed the necessary resolution for shifting of the Registered Office to the state of Maharashtra and accordingly and in accordance with the Companies Act, 1956 filed a petition under section 17 of the Companies Act, 1956, for shifting of the Registered office, which is presently pending for disposal before the Hon'ble Company Law Board (CLB), Eastern Zone.

b. AUTHORISATION



The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Company, to implement and carry out all formalities and compliances, if required, referred to above.

c. LEGAL PROCEEDINGS

- I. All legal proceedings of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and/or enforced until the Effective Date as desired by the Transferee Company. As and from the Effective Date, the legal 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.
- II. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.
- III. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in relation to the Transferor

Company in the same manner and to the same extent as would or might have been initiated by the Transferor Company.

d. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, incentives, licenses, engagements and other instruments, if any, of whatsoever nature to which the Transferor Company are a party and which have not lapsed and are 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. The Transferee Company may enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or notations, 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 or if so considered necessary. 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.

e. SAVING OF CONCLUDED TRANSACTIONS

The transfer of Undertaking under Clause 5.1(a) above and the continuance of proceedings by or against the Transferee Company under Clause 5.1(c) above and the effectiveness of contracts and deeds under Clause 5.1(d) above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

f. STAFF, WORKMEN AND EMPLOYEES

(a) On the Scheme coming into effect, all staff, workmen and employees of the Transferor Company in service on the Effective Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Effective Date without any break in their service and the terms and conditions of their employment with the Transferee Company

shall not be less favorable than those applicable to them with reference to the Transferor Company on the Effective Date.

(b) It is expressly provided that, in so far as the Gratuity Fund, Provident Fund, Super Annuation Fund, Employee's State Insurance Corporation Contribution, Labour Welfare Fund or any other Fund created or existing for the benefit of the staff, workmen and employees of the Transferor Company are concerned, upon the Scheme coming into effect, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees of the Transferor Company under such Funds and Trusts shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds.

g. BUSINESS AND PROPERTY IN TRUST FOR TRANSFEE COMPANY

As and from the Appointed Date up to and including the Effective Date:

- i. The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall stand possessed of all its Undertakings, in trust for the Transferee Company and shall account for the same to the Transferee Company.
- ii. Any income or profit accruing or arising to the Transferor Company and all costs, charges, expenses and losses or taxes (including but not limited to advance tax, tax deducted at source, Minimum Alternate Tax credit, taxes withheld/paid in a foreign country, etc), incurred by the Transferor Company shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit.

6. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE:

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

- (a) The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for the Transferee Company.
- (b) All the profits or incomes accruing or arising to the Transferor Company or expenditure or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company shall, for all purposes be treated and be deemed to be and accrued as the profits or incomes or expenditure or losses or taxes of the Transferee Company, as the case may be.
- (c) The Transferor Company shall carry on its business and activities with reasonable diligence, business prudence and shall not, alienate, charge, mortgage, encumber or otherwise deal with the said assets or any part thereof except in the ordinary course of business or if the same is expressly permitted by this Scheme or pursuant to any pre-existing obligation undertaken by the Transferor Company prior to the Appointed Date, except with prior written consent of the Transferee Company.

Provided that as far as the obligations referred as above are concerned, the restrictions hereunder shall be applicable from the date of the acceptance of the present Scheme by the respective Board of Directors of the Transferor Company and Transferee Company even if the same are prior to the Appointed Date.

- (d) The Transferor Company may not vary the terms and conditions and employment of permanent employees, if any, except in ordinary course of business.
- (e) The Transferor Company shall not, without prior written consent of the Transferee Company, undertake any new business.
- (f) The Transferor Company shall not, without prior written consent of the Transferee Company, take any major policy decisions in respect of management of the Company and for business of the Company and shall not change its present Capital Structure.
- (g) The Transferor Company and the Transferee Company shall not make any change in their respective capital structure after the Scheme is approved by the Board of Directors of both the company, either by any increase, (by issue of equity shares on a right basis, bonus shares, convertible debentures or

otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organization, or in any other manner which may, in any way, affect the Share Swap Ratio except by mutual consent of the respective Board of Directors of the Transferor Company and the Transferee Company or except as has been expressly disclosed under this Scheme.

7. CONSIDERATION/EXCHANGE (SWAP RATIO)

- (a) The networth of the Transferee company based on the valuation report of the Independent Chartered Accountant is of Rs. (586403)/- (Loss of Rs. Five Lacs Eighty Six Thousand Four Hundred Three only)
- (b) The paid up value per share of the Transferee company is of Rs10/- each, fully paid up.
- (c) The networth of the Transferor Company as per the valuation report of Independent Chartered Accountant is of Rs. 260,995,516/- (Rupees Twenty Six Crore Nine Lakhs Ninety five Thousand Five Hundred Sixteen Only).
- (d) The paid up value per shares of the Transferor Company is of Rs10/- each, fully paid up.
- (e) The fairness report of the Merchant Banker expresses the view that the scheme is not prejudicial to the interest of the shareholders of the Transferee & Transferor companies.

8. SWAP RATIO:

- (a) The fair exchange (swap) ratio based on the valuation states that since the net asset value is negative, it would be difficult to ascertain the swap ratio. However considering the other aspects, like Listing of the company, future profits and future plan, the valuation report has been prepared on a par basis of allotment to the shareholders of the transferor company.
- (b) Equity shares of Transferee Company to be issued against 1 share of the Transferor Company
- (c) However, considering parameters like options of listing of the company, wider market accessibility, easy liquidity; etc., the shareholders of the transferor company have agreed to accept the shares in the following ratio:

(i). The shareholders of the Transferor Company have agreed to accept one share for every one equity share held of Rs. 10/- each held by them as fully paid-up in the Equity Share Capital of the Transferee Company;

(d) The Authorized share capital of the Transferor Company shall stand cancelled and without any further act or deed and without any further payment of the stamp duty or the registration fees shall be added to the Authorised Share Capital of the Transferee Company.

9. ISSUE OF SHARES BY THE TRANSFEE COMPANY TO THE SHAREHOLDERS OF THE TRANSFEROR COMPANY:

Upon the Scheme becoming finally effective, in consideration of the transfer of and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of the Scheme:

- (a) The Transferee Company shall, subject to the provisions of the Scheme and without any further application, act, instrument or deed, issue and allot to the shareholders (or to his/her heirs, executors, administrators, or the successors in title, as the case may be) of the Transferor Company, whose names appear in the Register of members of Transferor Company on Record Date in the following proportion
- (b) In respect of every 1 Equity Share of Rs.10/-(Rupees Ten only) each held by him in the Transferor Company , 1 Equity Share of Rs. 10/- (Rupees Ten Only) each credited as fully paid-up in the Equity Share Capital of the Transferee Company;
- (c) The said shares shall be issued in dematerialized form or in physical form by the Transferee Company, as notified in writing by the shareholders of the Transferor Company to the Transferee Company on or before such date as may be determined by the Board of Directors of Transferee Company.

Thus, the Transferee Company shall issue total 26,010,805 (Two Crore Sixty Lakhs Ten Thousand Eight Hundred and Five) Equity Shares of Rs. 10/- each aggregating to Rs. 260,108,050/- (Rupees Twenty Six Crore One Lakhs Eight Thousand and Fifty only) to the shareholders of Transferor Company.

In the event that the Transferee Company restructures its equity share capital by way of share split / consolidation / issue of bonus shares during the pendency of the Scheme, the Share Exchange Ratio shall be adjusted accordingly to take into account the effect of such corporate actions.

(d) The said new Equity Shares issued and allotted by the Transferee Company in terms of this Scheme shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank for voting rights and in all other respects pari-passu with the existing Equity Shares of the Transferee Company, save and except that the owners of such Equity Shares shall be entitled to dividend declared and paid by the Transferee Company only after the Record Date for the purpose of allotment of the Transferee Company's Equity shares to the Equity Shareholders of the Transferor Company pursuant to the approval of the Scheme.

(e) Equity shares of the Transferee Company issued under the scheme may be listed and / or admitted to trading on the Bombay Stock Exchange Limited and / or any other Stock Exchange where the shares of Transferee Company are listed and / or admitted to trading in terms of the applicable laws and regulations. The Transferee Company shall enter into such arrangements and give such confirmations and / or undertaking as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said Stock Exchanges. On such formalities being fulfilled the said Stock exchanges may list and / or admit such equity shares also for the purpose of trading.

(f) For the purpose of issue of equity shares to the shareholders of Transferor Company, the Transferee Company shall, if and to the extent required, apply for and obtain the required statutory approvals including approval of Reserve Bank of India and other concerned regulatory authorities for the issue and allotment by the Transferee Company of such equity shares.

(g) The Equity shares to be issued by the Transferee Company pursuant to this Scheme in respect of any Equity shares of Transferor Company which are held in abeyance (if any) under the provisions of Section 206A of the Act or otherwise shall, pending allotment or settlement of dispute by order of Court or otherwise, be held in abeyance by the Transferee Company.

(h) The Equity Shares to be issued by the Transferee Company pursuant to this Scheme in respect of Equity Shares of Transferor Company, which are not fully paid up shall also be kept in abeyance and dealt with by the Transferee Company when they become fully paid-up, based on information periodically provided by Transferor Company to the Transferee Company.



- (i) Unless otherwise determined by the Board of Directors or any committee thereof of Transferor Company and the Board of Directors or any committee thereof of the Transferee Company, issuance of Equity shares shall be done within 90 days from the date of sanction of this scheme by the Hon'ble Court(s) or as early as possible depending upon the situation.
- (j) For the purpose of Income Tax as per the expert opinion received by Transferor Company;
- 1) The cost of acquisition of the shares of the Transferee Company in the hands of the shareholders of Transferor Company shall be the amount which bears to the cost of acquisition of shares held by the shareholder in the Transferor Company the same proportion as the net book value of the assets transferred in the amalgamation to the Transferee Company bears to the net worth of Transferor Company immediately before the amalgamation hereunder.
- 2) The period for which the share(s) in the Transferor Company is held by the shareholders shall be included in determining the period for which the shares in the Transferee Company have been held by the respective shareholder.
- (k) The issue and allotment of Equity Shares by Transferee Company as provided in the Scheme shall be deemed to have been carried out by following the procedure laid down under Section 81(1A) and other applicable provisions of the Act.
- (l) There shall be no change in the shareholding pattern or control in the Transferee Company between the record date and the date of listing of the shares of the Transferee Company pursuant to the Scheme, save and except pursuant to the issuance of shares under this Scheme.
- (m) Fraction of Shares: The fractions arising due to the above Exchange Ratio shall be treated as under:
- a. No fractional entitlements shall be issued by the Transferee Company, in respect of the fractional entitlements, if any, to which the members of the Transferor Company may be entitled on issue of allotment of the shares ; and
- b. The Directors of the Transferee Company shall instead consolidate all such fractional entitlements to its nearest number for the purpose

of rounding up and shares will be issued accordingly and hence no fractional shares will be issued.

- c. Upon issuance and allotment of the Equity Shares by the Transferee Company to the members of the Transferor Company as provided in the Scheme, the existing Equity Shares held by the members of the Transferor Company shall automatically stand cancelled / extinguished.
 - a. In so far as the Equity Shares of the Transferor Company held by the Transferee Company if any, on the Effective Date are concerned, such shares would be cancelled and to that extent the Transferee Company is required to issue less number of shares.
 - b. In so far as the Equity Shares of the Transferee Company held by the Transferor Company are concerned, such shares would be cancelled, on the Effective Date and an equal number of new shares shall be issued, which shall be proportionately distributed amongst the shareholders of the Transferor company subject to the provisions of clause (m) above.



10. ACCOUNTING TREATMENTS OF ASSETS, LIABILITIES AND RESERVES OF THE TRANSFEROR COMPANY:

- (a) Recognizing that the amalgamation is to be considered as an "amalgamation in nature of merger" as defined by paragraph 29 of the Accounting Standard on "Accounting for Amalgamations" issued by the Institute of Chartered Accountants of India (ICAI), As-14, the accounting treatment in respect of assets, liabilities and reserves of the Transferor Company shall be governed, subject to the provisions of this paragraph, in accordance with what is described in As-14 as "the Pooling of interests Method".
- (b) As on the Appointed Date, and subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferor Company be required, the Reserves of the Transferor Company will be merged with the Reserves of the Transferee Company in the same form as they appeared in the financial statements of the Transferor Company.
- (c) Further, in case of any difference in accounting policy between the Transferor Company and Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the Revenue Reserve(s) as mentioned earlier to ensure that the financial statements of the Transferee

Company reflect the financial position on the basis of consistency in the accounting policy.

- (d) An amount equal to the balance lying to the credit/ debit of Profit and Loss Account in the books of the Transferor Company shall be credited/ debited by the Transferee Company to its Profit and Loss Account and shall constitute (or reduce, as the case may be) the Transferee Company's free reserves as effectively as if the same were created by the Transferee Company and credited by the Transferee Company out of its own earned and distributable profits.
- (e) The difference between Net Assets Value i.e. Book value of Assets minus liabilities (including Reserves) of the Transferor Company as on Appointed Date and Equity Share Capital issued to the shareholders of Transferor Company on Amalgamation by the Transferee Company shall be credited/ debited by the Transferee Company to its Capital Reserve/ Goodwill Account as the case may be. General Reserve shall constitute as free reserves as if the same was created by the Transferee Company out of its own earned and distributable profits.

11. DIVIDEND, PROFIT, BONUS, RIGHT SHARES:

At any time upto the Effective Date:

- (a) The Transferor Company and the Transferee Company shall not declare/ or pay dividends, which are interim or final to the respective members relating to any period commencing on or after the Appointed Date unless agreed to by the Board of Directors of both the Transferor Company and the Transferee Company.
- (b) The Transferor Company and the Transferee Company shall not issue or allot any right shares, or Bonus Shares or any other security converting into Equity or other Share Capital or obtain any other financial assistance converting into Equity or other Share Capital, unless agreed to by the Board of Directors of the Transferor Company and the Transferee Company.
- (c) The resolutions of the Transferor Company, which are valid and subsisting be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be valid and shall continue for the Transferee Company.



(d) The borrowing limits of the Transferee Company in terms of Section 293(1)(d) of the Act shall, without any further act, instrument or deed, stand enhanced by an amount equivalent to the aggregate value of the paid up share capital and free reserves of the Transferee Company (apart from temporary loans obtained from the bankers in the ordinary course of business) over and above the existing borrowing limits of the Transferee Company.

12. DISSOLUTION OF THE TRANSFEROR COMPANY:

The Transferor Company shall be dissolved without winding up on an order made by the Respective High Courts under Section 394 of the Companies Act.

13. AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE TRANSFEEE COMPANY

a) Increase of Authorised Share Capital

- 1) As an integral part of Scheme, and, upon coming into effect of the Scheme, the Authorised Share Capital of the Transferor Company, as on the Effective Date, shall be added to the Authorised Share Capital of the Transferee Company, as on the Effective Date, without any further act or deed and without any further payment of the stamp duty or the registration fees and accordingly the Authorised Share Capital of the Transferee company shall stand increased to Rs. 500,000,000/- (Rupees Fifty Crores only) comprising of 50,000,000 (Five Crores only) Equity Shares of Rs. 10/- each.
- 2) No further permission/sanction will be required under section 31, 94 and/or other applicable provisions of the Companies Act, 1956.
- 3) Upon the sanction of the Scheme, the Authorised Share Capital of the Transferee Company shall stand increased to Rs. 500,000,000/- (Rupees Fifty Crores only) comprising of 50,000,000 (Five Crores only) Equity Shares of Rs. 10/- each and Clause V of the Memorandum of Association and Clause 3 of the Articles of Association will be read as:

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- V. The Authorised Share Capital of the Company is Rs. 500,000,000/- (Rupees Fifty Crores only) comprising of 50,000,000 (Five Crores only) Equity Shares of Rs. 10/- each with power to increase and reduce the capital of the company and to divide the shares in the capital for the

time being into several other classes and to attach thereto respectively such preferential, deferred, qualified, guaranteed or other special rights, privileges, or conditions or restrictions as may be determined by or in accordance with articles of association of the company for time being and to vary, modify or abrogate any such rights, privileges or conditions or restrictions in such manner as may be permitted by the Act or the Articles of the company for the time being in force be permitted by the Law.

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3. The Authorised Share Capital of the Company is as per Clause V of the Memorandum of Association of the Company."

b) **Change of Name**

Upon the Scheme being effective, without any further act or deed the Transferee Company be re-named as "Trinity Tradelink Limited". The Transferee Company shall also comply with the requirements of change in name in the share certificates of the Transferee Company.

c) **Change of Main object**

Upon the Scheme being effective, the Memorandum of Association of Transferee Company shall stand altered without any further act or deed and after the cl. 2A of the main object, the object c1 of the Transferor company shall be inserted as the main object in Clause A of the Transferee company and marked as cl 2B.

d) Pursuant to this Scheme, the Transferee Company, wherever applicable, shall file the requisite forms with the Registrar of Companies

e) the consent of shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting the above amendments or increase in authorised capital, change of name and object of the Transferee Company, and no further resolution under Section 16, Section 17, Section 21, Section 31, Section 94 or any other applicable provisions of the Act, would be required to be separately passed.

14. The consent of shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting the above amendments for :

- d. increase in authorised capital of the Transferee Company ;
- e. change in name of the Transferee company ; and
- f. Enlarge the object of the Transferee company

15. Consequential changes in Shareholding Pattern

Particulars	Pre Shareholding	%	Shareholding (Post merger)	%
I. Promoters				
Indian promoters	178,862	73	9073612	34.55
II. Public Shareholding				
1. Mutual Funds	-	-	-	-
2. Financial Institutions	-	-	-	-
3. Non Institutional - Body Corporate	1954	0.80	2609704	9.94
4. Individual	64184	26.20	14437489	54.99
6. NRI	-	-	-	-
7 Others	-	-	135000	.52
TOTAL EQUITY SHARES	245,000	100	26255805	100

The Shareholding pattern has been taken as on 30th June 2012.

16. APPLICATION TO THE HIGH COURT:

The Transferor Company shall make all applications/petitions under Sections 391 to 394 and other applicable provisions of the Act to the respective High Courts for sanctioning of this Scheme and for dissolution of Transferor Company without winding up under the Provisions of Act and obtain all approvals as may be required under law.

The Transferee Company shall also with reasonable dispatch make all applications/petitions under Sections 391 to 394 and other applicable provisions of the Act to the High Court of Judicature at Mumbai, Maharashtra for sanctioning of this Scheme under the Provisions of Act and obtain all approvals as may be required under law.

17. MODIFICATIONS, AMENDMENTS TO THE SCHEME:

The Transferor Company (by their Directors) and Transferee Company (by their Directors) may assent from time to time on behalf of all persons concerned to any modifications or amendments or addition to this Scheme or to any conditions or limitations which the respective High Courts or any authorities under the Law may

deem fit to approve of or impose and to resolve any doubt or difficulties that may arise for carrying out this Scheme and to do and execute all such acts, deeds, matters and things as may be necessary, desirable or proper for carrying the Scheme into effect.

For the purpose of giving effect of this Scheme or to any modifications or amendments, thereof, the Directors of the Transferor Company and Transferee Company may give and are Authorised to give all such directions that are necessary or are desirable including directions for settling any doubts or difficulties that may arise.

18. SCHEME CONDITIONAL UPON APPROVALS/ SANCTIONS:

This Scheme is specifically conditional upon and subject to:

- (a) The approval of and agreement to the Scheme by the requisite majority of such Classes of persons of the Transferor Company and the Transferee Company as may be directed by the respective High Court for Transferor and the Transferee company on the applications made for directions under Section 391 of the said Act for calling meetings and necessary resolutions being passed under the Act for the purpose.
- (b) The sanctions of the High Court obtained under Sections 391 to 394 and other applicable provisions of the Act, if so required on behalf of the Transferor Company and Transferee Company.
- (c) Filing certified copies of the court orders referred to in this Scheme with the Registrar of Companies.

19. EFFECTIVE DATE OF THE SCHEME:

This Scheme although to come into operation from Appointed Date shall not come into effect until the last of the following dates viz.

- (a) The date on which the last of all the consents, approvals, permissions, resolutions, sanctions and/or orders as are hereinabove referred to have been obtained or passed; and
- (b) The date on which all necessary certified copies of the order under sections 391 and 394 of the Act are duly filed with the Registrar of Companies and such date shall be referred to as Effective Date for the purpose of the Scheme.

20. REVOCATION OF THE SCHEME

- a. In the event of any of the said sanctions and approvals referred to in Clause 18 above not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the Hon'ble High Court or such other appropriate authority and/or order or orders not being passed as aforesaid before 31.03.2013

or such other date as may be mutually agreed upon by the respective Board of Directors of the Transferor Company and the Transferee Company who are hereby empowered and authorised to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers through and by their respective delegate(s), this Scheme shall stand revoked, cancelled and be of no effect.

b. Further, the Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if such boards are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have adverse implication on any of the company.

21. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties (including the stamp duty, if any, applicable in relation to this Scheme), 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 carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.

Certified to be TRUE COPY
For RAJESH SHAN & CO.

Rajesh Shan
Advocate for the Petitioner/Applicant

TRUE-COPY
[Signature]
24/01/2014
Mrs. K. M. RANE
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY SCHEME PETITION NO. 721 OF 2013.

CONNECTED WITH

COMPANY SUMMONS FOR DIRECTION NO. 629 OF 2013.

In the matter of the Companies Act, 1 of 1956;

AND

In the matter of Sections 391 to 394 of the Companies
Act, 1956

AND

In the matter of Scheme of Arrangement between /
TRINITY TRADELINK LIMITED, the Transferor
Company AND OMNITECH PETROLEUM LIMITED,
the Transferee Company (FORMERLY KNOWN AS
SHARP TRADING & FINANCE LIMITED) and their
Respective Members and Creditors

OMNITECH PETROLEUM LIMITED,

..... Petitioner Company.

Authenticated copy of the Minutes of the Order
dated 10th January, 2013 alongwith Scheme

Registered No. 11/01/14
Proposed by 24/01/14
Date 24/01/14
Ex. S. Vijay
Econ. 24-01-14
Bank 27-01-14

M/S.RAJESH SHAH & CO
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