
TTK Prestige LIMITED

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(Registered Office: Plot No 38, SIPCOT Industrial Complex, Hosur- 635 126, Tamil Nadu, INDIA)

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**For any clarifications regarding the Scheme of Amalgamation,
Please write to
investorhelp@ttkprestige.com**

FORM NO.36
IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Original Jurisdiction)
Company Application No. 817 of 2011

In the matter of Companies Act 1956

And

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

And

In the matter of TTK Prestige Limited,
A Company incorporated under the
Companies Act, 1956, the Transferee Company
and having its Registered Office
at Plot No.38, SIPCOT Industrial Complex,
Hosur 635 126, Tamil Nadu

And

In the matter of Scheme of Amalgamation between
Prestige Housewares India Limited (Transferor Company)
having its Registered Office at
Plot No.38, SIPCOT Industrial Complex,
Hosur – 635 126, Tamil Nadu and
TTK Prestige Limited (Transferee Company)

NOTICE CONVENING THE MEETING OF THE EQUITY SHAREHOLDERS

To
ALL EQUITY SHAREHOLDERS

TAKE NOTICE that by an Order made on 21st November 2011 the Court has directed that a meeting of the Equity Shareholders of the Company be held at the Registered Office of the Company at Plot No.38, SIPCOT Industrial Complex, Hosur -635 126 Tamil Nadu on Saturday the 24th day of December 2011 at 11.00 A.M. for the purpose of considering and if thought fit, approving, with or without modification, the Scheme of Amalgamation between the Applicant Company and Prestige Housewares India Limited.

TAKE FURTHER NOTICE that in pursuance of the said Order, a meeting of the Equity Shareholders of the Company will be held at the Registered Office of the Company at Plot No.38, SIPCOT Industrial Complex, Hosur -635 126 Tamil Nadu on Saturday the 24th day of December 2011 at 11.00 A.M. when you are requested to attend.

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy, provided that a proxy in the prescribed form, duly signed by you, is deposited at the Registered Office of the Company at Plot No.38, SIPCOT Industrial Complex, Hosur -635 126 Tamil Nadu not later than 48 hours before the meeting.

Quorum for the meeting shall be 5 members present in person or by proxy.

The Honb'le High Court has appointed Mr. R. Srinivasan, Director and failing him, Mr. Ajay I Thakore, Director of the Company as the Chairman of the said Meeting.

A copy each of the Scheme of Amalgamation, the Statement under Section 393 of the Companies Act, 1956 and a Form of Proxy is enclosed.

Dated at Hosur this 25th day of November 2011.

(R. Srinivasan)
Chairman Appointed for the Meeting

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Original Jurisdiction)

Company Application No. 817 of 2011

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

And

In the matter of Scheme of Amalgamation between

Prestige Housewares India Limited and

TTK Prestige Limited

And

In the matter of TTK Prestige Limited

TTK PRESTIGE LIMITED

Represented by Mr. K.Ramaswamy

Having its Registered Office at

Plot No.38, SIPCOT Industrial Complex,

Hosur -635 126 Tamil Nadu.

.....Applicant / Transferee Company

EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956 RELATED TO THE SCHEME

This Scheme of Amalgamation (hereinafter called “The Scheme” or “This Scheme” as the context may admit) provides for the amalgamation of Prestige Housewares India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Plot No.38, SIPCOT Industrial Complex, Hosur -635 126 Tamil Nadu (hereinafter called the “Transferor Company”) with TTK Prestige Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Plot No.38, SIPCOT Industrial Complex, Hosur -635 126 Tamil Nadu (hereinafter called the “Transferee Company”) pursuant to the relevant provisions of the Companies Act, 1956 (hereinafter called the said Act).

BENEFITS OF THE SCHEME

1. The Transferor Company and the Transferee Company both belong to the TTK Group of Companies. The Transferee Company holds 44% of the Paid-up Share Capital of the Transferor Company. The Transferor and Transferee Companies are in the same business namely Kitchen Appliances. Currently the Transferor Company’s Industrial property is sublet to Transferee Company.
2. The proposed merger would provide consolidation and rationalise the activities of the Transferor Company and the Transferee Company and will also result in enhanced focus on the common Kitchen Appliances Business. This merger will provide consolidation of the manufacturing asset base of the Transferor Company with the Transferee Company and this merger would also result in savings of overheads, working expenses and administrative costs and avoid duplication of expenditure by both the Companies. The overall asset base of the Transferee Company would also get enhanced. The proposed Scheme of Merger will be in the best advantage of the Shareholders and Creditors of both the Companies.

SALIENT FEATURES

1. The “Appointed Date” for the Scheme is 1st April, 2011 or such other date as may be fixed by the High Court at Chennai. ‘Effective Date’ means the later of the dates on which the certified copies of the Orders of the High Court at Chennai sanctioning the Scheme are filed with the Registrar of Companies, Coimbatore after obtaining the consents, approvals, permissions, resolutions, agreements, sanctions and orders necessary there for.
2. Clause 1.6 of Part I of the Scheme defines the term Undertaking as including all the assets and liabilities of the Transferor Company. Clause 2 of Part I of the Scheme deals with the Share Capital of the Transferor and Transferee Companies.
3. Clause 1 of Part II of the Scheme deals with the operative date of the Scheme which provides that although the Scheme comes into operation from the Appointed Date, it shall only become effective from the Effective Date.

4. Clause 2 of Part II provides that with effect from the Appointed Date subject to the provisions of the Scheme the entire Undertaking, all the assets and properties and all the debts and liabilities, duties and obligations of the Transferor Company shall stand transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company.
5. Clause 3 of Part II of the Scheme provides that subject to other provisions of the Scheme all contracts, deeds, etc., to which the Transferor Company is a party or is benefited there from shall be in full force and effect in favour of the Transferee Company.
6. Clause 4 of Part II of the Scheme provides that legal proceedings by or against the Transferor Company shall be continued and enforced by or against the Transferee Company.
7. Clause 5 of Part II of the Scheme provides for the continuation in service of the Staff, workmen and employees of the Transferor Company with the Transferee Company on the same terms and conditions.
8. Clause 6 of Part II of the Scheme provides for the prudent management of the Transferor Company from the Appointed Date up to and including the Effective Date.
9. Clause 7 of Part II of the Scheme provides that the Audited Accounts of the Transferor and Transferee Companies have been made up to March 2011.
10. Clause 9 of Part II of the Scheme provides for the issue and allotment of shares to the shareholders of the Transferor Company. It provides that the Transferee Company will issue and allot 1(One) Equity Share of Rs.10/- each of the Transferee Company to the Shareholders of the Transferor Company for every 24 equity shares of Rs.10/- each held by the Shareholders in the Transferor Company and that no shares will be issued and allotted in respect of the shares held by the Transferee Company or its subsidiary and such shares shall be cancelled.
11. Clause 10 of Part II of the Scheme provides for both the Companies to apply to the High Court at Chennai for sanctioning of the Scheme.
12. Clause 11 of Part II of the Scheme provides for the consent of the Boards of both the Companies to any alteration/modification/amendment in the Scheme, for resolving any doubts, etc., in the implementation and in carrying out the Scheme and do all acts and things as may be necessary for giving effect to the Scheme.
13. Clause 12 of Part II of the Scheme provides that the Transferor Company shall stand dissolved without going through the process of winding up with effect from the Appointed Date, or such other date as may be fixed by the High Court. Liberty is given to the Transferor and Transferee Companies to apply to the High Court at Chennai for such directions as may be necessary for implementing the Scheme as sanctioned by the High Court.
14. Clause 1 of Part III of the Scheme provides that this Scheme is conditional upon and subject to the Scheme being agreed to by the respective requisite majorities of the members of the Transferor and Transferee Companies and the sanction of the High Court at Chennai being accorded to the Scheme and the certified copies of the Orders of the Courts is being filed with the Registrar of Companies, Coimbatore.
15. Clause 2 of Part III of the Scheme provides that in the event of any of the sanctions and approvals enumerated in Clause 1.1 of Part III not being obtained and / or the Scheme not being sanctioned by the High Court or the Order or Orders not being passed as aforesaid on or before 31st March, 2012 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee through their respective Boards of Directors, the Scheme shall become null and void and each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme of Amalgamation.
16. Clause 3 of Part III of the Scheme provides that all costs, charges and expenses of the Transferor and Transferee Companies in relation to or in connection with this Scheme and for carrying out and completing the terms of provisions of this Scheme shall be borne and paid by the Transferee Company.

17. Interest of Directors/Promoters:

The Shareholdings of the Directors of both the Companies are as under:

Name of the Director	Shares held in Transferor Company	Shares held in Transferee Company
Mr. T.T. Jagannathan	7	431744
Mr. S. Ravichandran	–	2900
Mr. K. Shankaran	–	1100

18. M/s. TT Krishnamachari & Co. represented by its partners viz. Mr. T.T. Jagannathan, Mr. T.T. Raghunathan and others holds 482550 shares in Transferor Company representing 56% of the paid up capital and 7148641 shares in Transferee Company representing 63% of the paid up capital.
19. Mr. T.T. Jagannathan, Mr. S. Ravichandran and Mr. K. Shankaran are Directors common to the Transferor Company and the Transferee Company.
20. The Directors of the Transferor and / or Transferee Companies may be deemed to be interested to the extent of their shareholding as indicated above.

Dated this 25th November 2011

Place: Hosur

(R. Srinivasan)

Chairperson appointed for the meeting

Documents for Inspection:

The following documents are available for inspection at the Registered Office of the Company at Plot No.38, SIPCOT Industrial Complex, Hosur 635 126 Tamil Nadu.

1. Memorandum of Association and Articles of Association of the Transferor and the Transferee Companies.
2. Audited Balance Sheets and Profit and Loss Accounts of the Transferor and the Transferee Companies for the year ended 31st March 2011 and un-audited accounts for the half year ended 30th September 2011.
3. Valuation Report submitted by M/s PKF Sridhar & Santhanam.
4. Certified copy of the Order dated 21st November 2011 passed by the High Court of Judicature at Chennai.

SCHEME OF AMALGAMATION

SCHEME OF AMALGAMATION BETWEEN PRESTIGE HOUSEWARES INDIA LIMITED AND TTK PRESTIGE LIMITED UNDER SECTION 391 READ WITH SECTION 394 OF THE COMPANIES ACT, 1956.

This Scheme of Amalgamation is presented for amalgamation of Prestige Housewares India Limited, having its Registered Office at Plot No.38, SIPCOT Industrial Complex, Hosur- 635126 Tamil Nadu as a going concern with TTK Prestige Limited, having its Registered Office at Plot No.38, SIPCOT Industrial Complex, Hosur – 635126, Tamil Nadu pursuant to the relevant provisions of the Companies Act, 1956.

PART I — PRELIMINARY

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

1.1 “the Act” means the Companies Act, 1956, or any statutory modifications or reenactment thereof for the time being in force.

1.2 “the Appointed Date” means 1st April, 2011 or such other date as may be fixed by the High Court at Chennai.

1.3 “the Effective Date” means the later of the dates on which certified copies of the order(s) of the High Court at Chennai sanctioning the Scheme are filed with the Registrar of Companies, Coimbatore after obtaining the consents, approvals, permissions, resolutions, agreements, sanctions and orders necessary therefor.

1.4 “the Transferor Company” means Prestige Housewares India Limited, a Company incorporated under the Act, and having its Registered Office at Plot No.38, SIPCOT Industrial Complex, Hosur- 635126 Tamil Nadu

1.5 “the Transferee Company” means TTK Prestige Limited, a Company incorporated under the Act, and having its Registered Office at Plot No.38, SIPCOT Industrial Complex, Hosur- 635126 Tamil Nadu

1.6 “Undertaking” shall mean the Undertaking and the entire business of the Transferor Company as on the Appointed Date including-

(a) all the assets and properties of the Transferor Company as on the Appointed Date (hereinafter referred to as “the said assets”);

(b) all the debts, secured and unsecured liabilities, duties and obligations of the Transferor Company as on the Appointed Date along with any charge, encumbrance, lien or security connected therewith (hereinafter referred to as “the said liabilities”).

Without prejudice to the generality of the Sub-clause (a) above, the Undertaking of the Transferor Company shall include all the Transferor Company’s reserves, movable and immovable properties, assets, tangible and intangible, including lease-hold rights, tenancy rights, industrial and other licences, permits, authorizations, quota rights, trade marks, goodwill, patents, letters of intent, investment in shares and otherwise, raw materials, work-in-process, stores and spares, stock in trade, finished goods, plant and machinery, goods in transit, advances of all kinds, book debts, outstanding monies, recoverable claims, agreements and other industrial and intellectual properties, import quotas, telephones, telex, facsimile and other communication facilities and equipments, rights and benefits of all agreements, approvals, sanctions and all other interests, rights and powers of every kind, nature and description whatsoever privileges, liberties, easements, advantages, benefits and approvals and all debts, receivables, liabilities and duties of the Transferor Company and all other obligations of whatsoever kind including liabilities for payment of gratuity, superannuation benefits, provident fund and compensation in the event of retrenchment. Provided that to the extent that there are any loans, outstanding or balance due from the Transferor Company to the Transferee Company or vice versa, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company. Provided always that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferee Company by virtue of

the amalgamation and the Transferee Company shall not be obliged to create any further or additional security therefor after the amalgamation has become effective or otherwise.

1.7 “Record Date” means the date to be fixed by the Board of Directors of the Transferee Company for the purpose of issue of Equity Shares to the Equity Shareholders of the Transferor Company.

1.8 “The Scheme” means this Scheme of Amalgamation in its present form or with any modification(s) as may be approved or imposed or directed by the High Court at Chennai.

2. SHARE CAPITAL

2.1 Prestige Housewares India Limited — The Transferor Company

The Share Capital of the Transferor Company as of 31st March, 2011 is as under:

	<u>Amount in Rs.</u>
<u>Authorised Share Capital</u>	
10,00,000 Equity Shares of Rs.10/- each	1,00,00,000
	=====
<u>Issued, Subscribed & Paid-Up Capital</u>	
8,56,375 Equity Shares of Rs.10/- each	85,63,750
	=====

2.2 TTK Prestige Limited — The Transferee Company

The Share Capital of the Transferee Company as of 31st March, 2011 is as under:

	Amount in Rs.
Authorised Share Capital	
1,50,00,000 Equity Shares of Rs.10/- each	15,00,00,000
Issued, Subscribed & Paid-Up Capital	
1,13,48,384 Equity Shares of Rs.10/- each	11,34,83,840
Paid up Share Capital	
1,13,21,084 Equity Shares of Rs.10/- each	11,32,10,840

PART II — THE SCHEME

1. OPERATIVE DATE OF THE SCHEME

Although the Scheme comes into operation from the Appointed Date, it shall only become effective from the Effective Date.

2. TRANSFER OF UNDERTAKING

2.1 With effect from the Appointed Date and subject to the provisions of this Scheme the entire Undertaking of the Transferor Company comprising of 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, instrument or deed, be and stand transferred to, and vested in, and /or be deemed

to be transferred to, and vested in, Transferee Company as a going concern so as to become as and from the Appointed Date the assets and liabilities of Transferee Company.

- 2.2 With effect from the Appointed date and subject to the provisions of this Scheme, the land together with the buildings standing thereon held by Transferor Company including leasehold rights at Plot No.38, SIPCOT Industrial Complex, Hosur- 635126 Tamil Nadu, and any document of title / rights and easements in relation thereto shall be vested in and transferred to and/or be deemed to have been transferred to and vested in Transferee Company without further act, instrument or deed, and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company. With effect from the Appointed Date, Transferee Company shall in relation to such properties, be liable for ground rent and municipal taxes. The mutation of title to the immovable properties, shall if necessary, be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective in accordance with the terms herein in favour of Transferee Company.
- 2.3 The benefit of all brands, copyrights, trademarks, actionable claims, all rights / title or interest in property(ies) by virtue of any court order / Decree, contractual arrangement, allotment, grant, possession or otherwise, statutory and regulatory permissions, factory licences, environmental approvals and consents, sales tax registrations or other licences and consents shall vest in and become available to Transferee Company pursuant to this Scheme.
- 2.4 Within seven days of the Order of the High Court of Madras approving the scheme:
- 2.4.1 all the movable assets of the Transferor Company including the plant and machinery, cash on hand, and all other corporeal movable assets shall be physically handed over by physical delivery or by endorsement and delivery, as the case may be, to the Transferee Company to the end and intent that the property therein passes to the Transferee Company on such delivery.
- 2.4.2 in respect of movable assets other than those specified in Sub-clause 2.3.1 above including sundry debtors, outstanding loans, bank balances and deposits, the following modus operandi shall be followed:
- (a) the Transferor Company shall give notice in such form, as it may deem fit and proper to each party, debtor or deposittee, as the case may be, that pursuant to the Scheme, the said debt, loan, advance, etc., be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realize the same stands extinguished;
- (b) the Transferee Company shall also give notice in such form as it may deem fit and proper to each person, debtor or deposittee that pursuant to the said Scheme, the said person, debtor or deposittee should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realize the same is in substitution of the right of the Transferor Company.
- 2.5 With effect from the Appointed Date, all the said liabilities of the Transferor Company shall, without any further act, deed, matter, thing or order, pursuant to Section 394 and other applicable provisions of the Act, be transferred to and deemed to be transferred to and become the debts, liabilities, duties and obligations of the Transferee Company and the Transferee Company shall discharge all such debts, liabilities of the Transferor Company including the payment of all taxes, levies, duties, public charges, income tax and sales tax and further that it shall not be necessary to obtain consent of any third party or any 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 Clause.
- 3. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**
- 3.1 Subject to other provisions of the Scheme, all contracts, deeds, bonds, agreements, arrangements, instruments and writings and benefits of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date and subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Transferee Company and other parties thereto shall remain in full force

and effect in favour of the Transferee Company and may be enforced by and/or against the Transferee Company as fully and effectively as if the Transferee Company was party thereto instead of Transferor Company. The Transferee Company shall, whenever necessary, enter into and/or issue and/or execute deeds, writings or confirmations at any time prior to the Effective Date, enter into any tripartite arrangements, confirmations or novations to which the Transferor Company will, if necessary, also be a party to in order to give formal effect to the provision of this Clause.

- 3.2 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.

4. LEGAL PROCEEDINGS

- 4.1 Upon coming into effect of this Scheme, all suits, appeals, actions or other proceedings of whatever nature (hereinafter called "the Proceedings") by or against the Transferor Company pending and or arising prior to the Effective Date shall be continued, prosecuted and be 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 the same had been pending and/or arising by or against the Transferee Company.
- 4.2 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 4.1 above transferred to its name .and to have the same continued, prosecuted and enforced by or against the Transferee Company.

5. TRANSFEROR COMPANY'S STAFF, WORKMEN AND EMPLOYEES

- 5.1 All the staff, workmen and employees in the service of the Transferor Company immediately preceding the Effective Date shall become the staff, workmen and employees of the Transferee Company on and from the Effective Date on the basis that:

(a) their services shall be deemed to have been continuous and not have been interrupted by reason of the said transfer of the Undertaking;

(b) the terms and conditions of service applicable to such employees after such transfer shall not in any way be less favourable than those applicable to them immediately preceding the said transfer;

(c) it is expressly provided that as far as Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund created or existing for the benefit of the staff, workmen and employees of the Transferor Company are concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such funds or in relation to the obligation to make contribution to the said funds in accordance with the provisions of such Funds as per the terms and conditions provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees employed in different units of the Transferor Company under such Funds and Trusts shall be protected. It is clarified that the services of such employees of the Transferor Company will be treated as having been continuous and not interrupted for the purposes of the aforesaid Funds or provisions.

6. CONDUCT OF BUSINESS OF UNDERTAKING BY THE TRANSFEROR COMPANY UNTIL EFFECTIVE DATE

6.1 With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company shall:

(a) carry on and be deemed to carry on the business and activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company and all the profits accruing to the Transferor Company or losses arising or incurred by it shall for all purposes be treated as the profits or losses of the Transferee Company, as the case may be;

(b) carry on its business and activities with reasonable diligence and business prudence and shall not without the prior written consent of the Transferee Company undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its Subsidiaries or Group Companies or any third party or alienate, charge, mortgage, encumber or otherwise deal with or dispose of the said Undertaking or any part thereof except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken by the Transferee Company prior to the Effective Date;

(c) pay all statutory dues (including advance tax) relating to the Undertaking for and on account of the Transferee Company;

(d) not, without the prior written consent of the Transferee Company:

i) vary the terms and conditions of the employment of its employees except in the ordinary course of business;

(ii) undertake any new business;

(iii) declare any dividend;

(iv) issue any new shares by way of rights, bonus or otherwise;

(v) increase, decrease, reduce, reclassify, sub-divide, reorganize, consolidate its capital structure.

(e) With effect from the Effective Date, the Transferee Company shall commence and carry on and shall be authorised to carry on the businesses carried on by the Transferor Company. For this purpose, the Transferee Company shall be entitled to apply to the Central/State Government and all other agencies, departments and authorities concerned as are necessary under any law, contract or are otherwise considered necessary for such consents, approvals and sanctions which the Transferee Company may require to effectually own and operate the Transferor Company.

(f) The transfer of the entire business and the undertaking of the Transferor Company to the Transferee Company and the continuance of all contracts or proceedings by or against the Transferor Company shall not affect any contracts or proceedings already concluded by the Transferor Company on or after the Appointed Date till the effective date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds, matters and things done and/or executed by the Transferor Companies in regard thereto as having been done or executed on behalf of the Transferee Company..

(g) It is clarified that all taxes payable by the Transferor Company, relating to the transferred undertaking, from the Appointed Date onwards including all or any refunds and claims shall, for all purposes, be treated as the tax liabilities or refunds and claims of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its VAT and Sales tax returns, Excise & Modvat/ Cenvat returns, other tax returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme, if any

(h) In accordance with the Modvat / Cenvat Rules framed under the Central Excise Act, as are prevalent on the Effective Date, the unutilized credits relating to excise duties paid on inputs/ capital goods lying to the account of the Transferor Company, if any, shall be permitted to be transferred to the credit of the Transferee Company, as if all such unutilized credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilized credits against the excise duty payable by it.

7. AUDITED ACCOUNTS

7.1 The Accounts of the Transferor Company and the Transferee Company have been made up to 31st March, 2011.

8. ACCOUNTING TREATMENT

8.1 The Accounts of the Transferor Company will be merged in to the Transferee Company following Pooling of Interest method.

8.2 The equity shares issued by the Transferee Company to the shareholders of the Transferor Company shall be recorded at par value in the books of the Transferee Company.

8.3 The equity shares held by the Transferee Company in the Transferor Company and carried as investments in the books of the Transferee Company shall stand cancelled.

8.4 The difference between the amount recorded as fresh share capital issued by the Transferee Company on amalgamation and the amount of share capital of the Transferor Company after adjusting the debit balance in the Profit & Loss Account of the Transferor Company shall be treated as Capital Reserve in the books of the Transferee Company.

8.5 All other Assets & Liabilities of the Transferor Company will be recorded in the books of Accounts of Transferee Company at the same value as stated in the Books of the Transferor Company as on the Appointed Date.

9. ISSUE AND ALLOTMENT OF SHARES BY THE TRANSFEE COMPANY

9.1 Upon the Scheme taking effect and upon the transfer to, and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of the Scheme, the Transferee Company shall subject to the provisions of this Scheme and without any further application or deed issue at par and allot 1 (One) Equity Shares of Rs.10/- each credited as fully paid in the Capital of Transferee Company, to the Shareholders of the Transferor Company whose names appear in its Register of Members on the Record Date, for every 24(Twenty four)Equity Share of Rs.10/- each held by the said Shareholders in the Transferor Company.

9.2 For the purpose of such allotment of shares mentioned in Clause 9.1 above, fractional entitlements, if any, shall be ignored.

9.3 Provided however, that no such allotment shall be made in respect of any Equity Shares held by the Transferee Company or its Subsidiary Company/ies in the Share Capital of the Transferor Company. Such shares shall be extinguished/ cancelled from the books.

9.4 The Equity Shares to be allotted as aforesaid shall rank for pro-rata dividend, voting and all other rights pari passu with the existing Equity Shares of the Transferee Company provided they shall not qualify for dividend declared in respect of the period prior to their allotment.

9.5 The Shareholders of the Transferor Company shall surrender their Share Certificates held by them in the Transferor Company for cancellation thereof to the Transferee Company. In default thereof, upon the new shares in the Transferee Company being issued and allotted by it to the Shareholders of the Transferor Company, the Share Certificates in relation to the shares held by them in the Transferor Company shall be cancelled and shall be deemed to have been cancelled without any further act, deed, matter or thing.

9.6 For the purposes as aforesaid, the Transferee Company shall, if and to the extent required, apply in and obtain the requisite consent or approval of the Appropriate Authorities concerned, for the issue and allotment by the Transferee Company to the respective members of the Transferor Company of the Equity Shares of the Transferee Company in the ratio aforesaid.

9.7 The Equity Shares to be issued and allotted in terms hereof will be subject to the Memorandum and Articles of Association of the Transferee Company

10. APPLICATIONS TO THE HIGH COURT AT CHENNAI

- 10.1 On this Scheme being approved by the requisite majority of Shareholders of the Transferor Company and the Transferee Company respectively representing the required value, the Transferee Company and the Transferor Company shall, with reasonable despatch, apply under Sections 391 and 394 of the Act, to the High Court at Chennai for sanctioning the Scheme and for such further order or orders there under as the High Court at Chennai may deem fit for carrying the Scheme into effect.

11. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

- 11.1 The Transferor Company and the Transferee Company through their respective Board of Directors may in their full and absolute discretion assent to any modifications or amendments to the Scheme or agree to any terms and/or conditions which the High Court and/or any other authorities under law may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting the Scheme into effect or review the position relating to satisfaction of conditions to this Scheme and if necessary to waive any of those (to the extent permissible under law).

The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by their respective Board of Directors, a Committee or Committees of the concerned Board of any Directors authorized in that behalf by the concerned Board of Directors. In the event that any modification or amendment to the Scheme is unacceptable to the Transferor Company and/or the Transferee Company for any reason whatsoever the Transferor Company and/or the Transferee Company shall be entitled to withdraw from the Scheme.

- 11.2 The Board of Directors of the Transferor Company and the Transferee Company are hereby authorized to do all acts, deeds and things and to give such directions and/or to take such steps as may be necessary or desirable for the purpose of giving effect to this Scheme or to any modification or amendment thereof or any addition(s) thereto, including any directions for settling any question or doubt or difficulty whatsoever that may arise in relation to the Scheme and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in the Scheme.

12. DISSOLUTION WITHOUT WINDING UP

- 12.1 Upon this Scheme being sanctioned by the High Court of Madras under Section 394 of the Act and on its becoming effective the Transferor Company shall be dissolved without winding up with effect from the Appointed Date, or such other date as may be fixed by the High Court.
- 12.2 The Transferor Company until its dissolution under this Scheme is fully implemented and the Transferee Company shall have liberty to apply to the High Court at Chennai for such directions as may be necessary for implementing the Scheme as sanctioned by the High Court.

PART III —GENERAL

SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

1.1 This Scheme is conditional on and subject to:

(a) the approval of the Shareholders of both the Transferor and Transferee Companies by requisite majority;

(b) the sanction of the High Court of Judicature at Madras under Section 391 and 394 of the said Act, in favour of the Transferor Company and the sanction of the High Court of Judicature at Madras under the provisions of the said Sections in favour of the Transferee Company and to the necessary Order or Orders under Section 394 of the said Act, being obtained;

(c) the certified copies of the Orders of the Court referred to in this Scheme being filed with the Registrar of Companies, Coimbatore;

(d) such other sanctions and approvals as may be required by law.

2. WHEN SCHEME TO BECOME NULL AND VOID

2.1 In the event of any of the sanctions and approvals enumerated in Clause 1.1 of this Part not being obtained and/or the Scheme not being sanctioned by the High Court and/or the Order or Orders not being passed as aforesaid on or before 31st March, 2012 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company through their respective Boards of Directors, the Scheme shall become null and void and each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme of Amalgamation.

3. COSTS AND EXPENSES

3.1 Subject to Clause 2.1 of this Part, all costs, charges and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with this Scheme and of carrying out and completing the terms and provisions of this Scheme and/or incidental to the completion of amalgamation of the said Undertaking of the Transferor Company in pursuance of this Scheme shall be borne and paid solely by the Transferee Company.

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Original Jurisdiction)

Company Application No.817 of 2011

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

And

In the matter of Scheme of Amalgamation between

Prestige Housewares India Limited and

TTK Prestige Limited

And

In the matter of TTK Prestige Limited

TTK PRESTIGE LIMITED

Represented by Mr. K.Ramaswamy

Having its Registered Office at

Plot No.38, SIPCOT Industrial Complex,

Hosur -635 126 Tamil Nadu.

...Applicant / Transferee Company

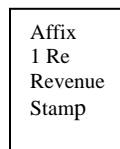
FORM OF PROXY

I/We, _____ the undersigned equity shareholder(s), of the above Company hereby appoint _____ of _____, and failing him _____, of _____ as my proxy, to act for me at the Meeting of Shareholders to be held at the Registered Office of the Company at Plot No.38, SIPCOT Industrial Complex, Hosur – 635 126, Tamil Nadu on 24th day of December 2011 at 11.00 A.M for the purpose of considering and, if thought fit, approving, with or without modification, the Scheme of Amalgamation between Prestige Housewares India Limited and the Applicant Company and at such meeting and any adjournment thereof, to vote, for me/us and in my/our name _____ [here 'if for' insert '**for**', 'if against' insert '**against**' and in the latter case, strike out the words below after "Scheme of Amalgamation"] the said Scheme of Amalgamation, either with or without modification(s)*, as my/our proxy may approve.

*Strike out what is not necessary

Dated at _____ this _____ day of _____ 2011.

Folio No./Client ID _____



Signature and Address

Notes:

1. Proxy to be deposited at the Registered Office of the Company not later than 48 hours before the Commencement of the Meeting.
2. All alterations made in the Form of Proxy should be initialed.

TTK PRESTIGE LIMITED

Registered Office : Plot No. 38, SIPCOT Industrial Complex, Hosur - 635 126, Tamil Nadu

ATTENDANCE SLIP

for meeting of Equity Shareholders at 11.00 a.m. convened as per the direction of the Honourable High Court, Madras

Date : on Saturday, 24th December 2011.

Venue: Plot No. 38, SIPCOT Industrial Complex, Hosur - 635 126, Tamil Nadu.

To be handed over at the entrance of the Meeting Hall

Ledger Folio / Client ID No. _____

No. of Shares held _____

Full Name of the member attending _____
(Write your name in BLOCK LETTERS)

I hereby record my presence at the above mentioned Meeting.

Name of Proxy in BLOCK LETTERS
(If the proxy attends instead of member)

Member's / Proxy's Signature

Note :

1. Members are requested to produce the above attendance slip, duly signed in accordance with their specimen signature registered with the Company, for admission to the meeting at the hall.
2. Members are informed that no duplicate attendance slips will be issued at the hall and they are requested to bring this slip for the meeting.

BOOK-POST

If Undelivered please return to:

KARVY Computershare(P.) Ltd.,

(Unit: TTK Prestige Limited)

Plot No 17 to 24, Vittal Rao Nagar,

Madhapur, Hyderabad – 500 081.

Phone: 040 – 44655000, Fax – 040 - 23420814