

RMKV FABRICS PRIVATE LIMITED

(Pursuant to an order dated September 18, 2025 read with order dated October 8, 2025 of the Hon'ble National Company Law Tribunal, Chennai Bench (Court) in Company Application CA (CAA)/64/(CHE)/2025 in connection with MA (Companies Act)/1/CHE/2025

NOTICE OF THE NCLT CONVENED MEETING OF THE UNSECURED TRADE CREDITORS OF THE COMPANY

Friday, November 14, 2025 at 10.00 AM IST

**To be held at the Registered Office of the Company at 176-F, Trivandrum Road Vannarpettai,
Tirunelveli -627003**

**In hybrid mode i.e., in-person and through Video-Conferencing / Other Audio-Visual Means
("VC / OAVM")**

Proposed Scheme of Amalgamation

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 240 of the Companies Act, 2013 and Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Scheme of Amalgamation between Rmkv Fabrics Private Limited and Rmkv Silks Private Limited

**NOTICE OF THE MEETING OF THE UNSECURED TRADE CREDITORS OF RMKV FABRICS
PRIVATE LIMITED**

(To be convened pursuant to the order dated September 18, 2025 read with order dated October 8, 2025 of the
Hon'ble National Company Law Tribunal, Chennai Bench at Chennai in
Company Application CA (CAA)/64/(CHE)/2025 in connection with MA (Companies Act)/1/CHE/2025

DETAILS OF THE MEETING:

Day	Friday
Date	14 th November 2025
Time	10.00 A.M
Venue	Registered Office of the Company at 176-F, Trivandrum Road Vannarpettai, Tirunelveli -627003
Mode*	Meeting to be held in Hybrid mode i.e., in-person and through Video Conferencing or Other Audio-Visual Means
Remote e-voting start date: 11 November 2025 at 9:00 A.M. (IST)	
Remote e-voting end date: 13 November 2025 at 5:00 P.M. (IST)	

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**[Pursuant to Section 230 (3) of the Companies Act, 2013 and Rule 6 of the Companies
(Compromises, Arrangements and Amalgamations) Rules, 2016]**

**BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL,
CHENNAI BENCH, AT CHENNAI**

**COMPANY APPLICATION CA (CAA)/64/(CHE)/2025 in connection with MA (Companies
Act)/1/CHE/2025**

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 240
of the Companies Act, 2013
and Companies (Compromises,
Arrangements and Amalgamation) Rules,
2016 and other applicable provisions of the
Companies Act, 2013;

AND

In the matter of Scheme of
Amalgamation between
RMKV Fabrics Private limited and
RMKV Silks Private limited

RMKV Fabrics Private Limited

CIN: U52300TN2011PTC081630

A company registered under the Companies Act, 1956

Having its registered office at

176-F, Trivandrum Road Vannarpettai

Tirunelveli- 627003

... Amalgamating Company /Transferor Company

NOTICE UNDER SECTION 230 (3) OF THE COMPANIES ACT, 2013 READ WITH, RULE 6 OF COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATION) RULES, 2016 FOR CONVENING THE MEETING OF THE UNSECURED TRADE CREDITORS OF RMKV FABRICS PRIVATE LIMITED

**To,
The Unsecured Trade Creditors of
RMKV Fabrics Private Limited
Applicant Company / Amalgamated Company / Transferor Company**

Notice is hereby given that by an order dated September 18, 2025 read with order dated October 8, 2025 (the "Order"), uploaded on the website of the Hon'ble National Company Law Tribunal, Chennai Bench (Court-II) ("Hon'ble Tribunal"), the Hon'ble Tribunal has directed a meeting to be held of the Unsecured Trade Creditors (as defined below in the 'Notes') of RMKV Fabrics Private limited for the purpose of considering, and if thought fit, approving with or without modification(s), the proposed Scheme of Amalgamation (the "Scheme") between RMKV Fabrics Private limited (Amalgamating Company /Transferor Company) and RMKV Silks Private limited (" Applicant Company" / "Amalgamated Company" / "Transferee Company") under Sections 230 to 240 of the Companies Act, 2013 ("Act") read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions of the Act.

In pursuance of the Order and as directed therein, further notice is hereby given that a meeting of the Unsecured Trade Creditors of RMKV Fabrics Private limited will be held on 14th November 2025 at 10.00A.M (Time) (IST), ("Meeting") at the Registered office of the Company at 176-F, Trivandrum Road, Vannarpettai, Tirunelveli -627003 in hybrid mode i.e. in-person and through video-conferencing or other audio-visual means ("VC / OAVM"), following the operating procedures (with relevant modifications as may be required) referred to in Circular No. 17/2020 dated April 13, 2020; Circular No. 20/2020 dated May 5, 2020; Circular No. 22/2020 dated June 15, 2020; Circular No. 33/2020 dated September 28, 2020; Circular No. 39/2020 dated December 31, 2020; Circular No. 14/2020 dated April 8, 2020;General Circular No. 02/2022 dated May 5, 2022; General Circular No. 70/2022 dated December 28, 2022 and General Circular No. 09/2023 dated September 25, 2023 issued by the Ministry of Corporate Affairs and the Secretarial Standard on General Meetings issued by the Institute of Company Secretaries of India (SS-2). At such day, date and time, the said Unsecured Trade Creditors of RMKV Fabrics Private Limited are requested to attend the Meeting in-person at the registered office of the Company or through VC / OAVM following the operating procedures prescribed by the Ministry of Corporate Affairs, Government of India.

Persons entitled to attend, and vote may vote through remote e-voting or through e-voting facility made available during the Meeting through VC/OAVM or through poll paper distributed at the venue. RMKV fabrics has appointed Central Depository Services (India) Limited ("CDSL") to provide facility for remote e-voting and e-voting during the Meeting, so as to enable the Unsecured Trade Creditors of RMKV Fabrics Private limited to consider and approve the Scheme by way of the resolution included in this notice, as well as to enable the Unsecured Trade Creditors to attend and participate in the Meeting in-person at the registered office of the Company or through VC/OAVM. Accordingly, voting by Unsecured Trade Creditors shall be carried out through remote e-voting prior to the Meeting or e-voting facility made available during the Meeting, as stated below or through poll paper distributed at the venue.

A body corporate which is an Unsecured Trade Creditor is entitled to appoint a representative for the purposes of participating and/or voting during the Meeting. The Unsecured Trade Creditors who are willing to join the meeting physically but not able to do are entitled to appoint one or more proxies to attend and vote at the meeting instead of himself/ herself. The Instrument of Proxy, in order to be effective, should be deposited at the Registered Office of the Company not less than 48 hours prior to

the commencement of the meeting. Proxies submitted on behalf of Body Corporates must be supported by an appropriate Resolution/Authorisation letter, as applicable.

The remote e-voting shall commence from Tuesday, 11 November 2025 at 9 A.M. (IST) and end on Thursday, 13 November 2025 at 5.00 P.M. (IST)

Each Unsecured Trade Creditor can opt for only one mode of voting i.e., either e-voting at the Meeting or voting by poll paper at the venue of the meeting or by remote e-voting. In case of any Unsecured Trade Creditor exercising the right to vote via more than one mode, i.e., casting vote by remote e-voting as well as during the Meeting, then remote e-voting shall prevail over voting by the said Unsecured Trade Creditor during the Meeting. The vote cast during the Meeting by such an Unsecured Trade Creditor shall, in that case, be treated as invalid. Once the vote on the resolution is cast by an Unsecured Trade Creditor, the Unsecured Trade Creditor will not be allowed to change it subsequently.

The Hon'ble Tribunal has appointed Mr.Arvind. D, Former Technical Member of NCLT, and in his absence, as the Chairperson of the Meeting, including for any adjournment(s) thereof. The Hon'ble Tribunal has also appointed Mr. Ganesh Prabhu, Advocate, as the Scrutinizer for the Meeting, including for any adjournment(s) thereof. The Scheme, if approved at the Meeting, will be subject to the subsequent approval of the Hon'ble Tribunal and such other approvals, permissions and sanctions from any other regulatory or statutory authority (ies) as may be deemed necessary.

The voting right of Unsecured Trade Creditors of RFPL for the purpose of remote e-voting prior to the Meeting or voting during the Meeting shall be in proportion to the outstanding value/ amount due to the Unsecured Trade Creditors as on 31.03.2025

TAKE NOTICE that the following resolution is proposed under Section 230(3) and other applicable provisions of the Companies Act, 2013 and the provisions of the memorandum of association and the articles of association of RFPL, for the purpose of considering, and if thought fit, approving, with or without modification(s), the Scheme:

*“**RESOLVED THAT** pursuant to the provisions of Sections 230 to 240 of the Companies Act, 2013 (“Act”) read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions of the Act, the applicable rules, circulars and notifications made thereunder (including any statutory modification(s) or re-enactment(s) thereof for the time being in force), and subject to the provisions of the memorandum of association and the articles of association of RMKV Fabrics Private Limited and subject to the approval of the Hon'ble National Company Law Tribunal, Chennai Bench (“Hon'ble Tribunal”) or any other approvals of any regulatory and other authorities as may be required in accordance with the scheme of amalgamation (“Scheme”) between RMKV Fabrics Private Limited and RMKV Silks Private Limited under Sections 230 to 240 of the Act read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions of the Act and subject to such conditions and modifications as may be prescribed or imposed by the Hon'ble Tribunal, which may be agreed to by the board of directors of RMKV Fabrics Private Limited (“Board”), which term shall be deemed to mean and include one or more committee(s) constituted/ to be constituted by the Board or any person(s) which the Board may nominate to exercise its powers including the powers conferred by this resolution), the Scheme of amalgamation of RMKV Fabrics Private Limited with RMKV Silks Private Limited, as enclosed with the notice of the Hon'ble Tribunal convened meeting of the Unsecured Trade Creditors of RMKV Fabrics Private Limited, be and is hereby approved.”*

*“**RESERVED FURTHER THAT**, the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to the preceding resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the Hon'ble Tribunal while sanctioning the Scheme or by any authorities under applicable law, or as may be required for the purpose of resolving any*

questions or doubts or difficulties that may arise including passing of such accounting entries and/or making such adjustments in the books of accounts of RMKV Fabrics Private Limited as considered necessary in giving effect to the Scheme, as the Board may deem fit and proper.”

A copy of the explanatory statement under Sections 230 to 240 and 102 of the Act read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (“Explanatory Statement”), the Scheme and other accompanying documents are enclosed and form part of the notice.

TAKE FURTHER NOTICE that a copy of the Notice (as defined below in the ‘Notes’) can also be obtained free of charge from the Registered Office of RFPL, situated at ‘176-F, Trivandrum Road Vannarpettai, Tirunelveli- 627003, between 10A.M. and 5 P.M. on all days except Saturday, Sunday and public holidays up to the date of the Meeting. Alternatively, Unsecured Trade Creditors may request for an electronic/ soft copy of the said documents by sending an e-mail to RMKV Fabrics Private limited at hariharan@rmkv.com. A copy of the Notice and the accompanying documents are also placed on the website of RFPL at www.rmkv.com and on the website of CDSL at www.evotingindia.com

Sd/-
Arvind.D

Chairperson appointed by the Hon’ble
Tribunal for the Meeting
10.10.2025
Place: Chennai

Registered Office:

‘176-F, Trivandrum Road Vannarpettai,
Tirunelveli- 627003

CIN: U52300TN2011PTC081630

E-mail: hariharan@rmkv.com

Notes:

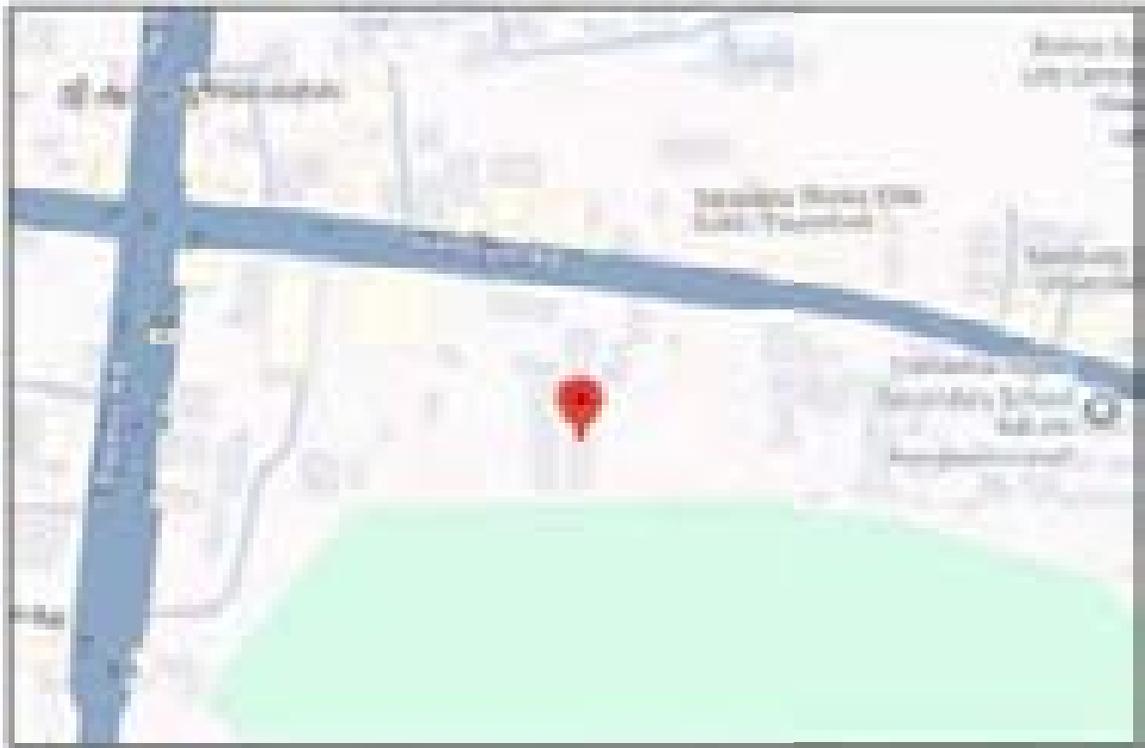
1. The notice in relation to the Hon’ble Tribunal convened meeting of the Unsecured Trade Creditors of RFPL, together with the documents accompanying the same, including the Explanatory Statement and the Scheme (collectively, the “Notice”) is being sent by email (at the last known e-mail address), to all the Unsecured Trade Creditors of RMKV Fabrics Private Limited whose names appear in the Chartered Accountant’s certificate certifying the list of Unsecured Trade Creditors as on 31.03.2025, as had been filed with the Hon’ble Tribunal (“Unsecured Trade Creditors”). In case the e-mail address of any Unsecured Trade Creditor is not registered with RFPL, then such Unsecured Trade Creditor is requested to contact RFPL for registration of the same on or before 5p.m. (IST) on 31 October 2025 by sending an e-mail to Mr. Hariharan at hariharan@rmkv.com (email) Post successful registration of e-mail, the soft copy of the Notice and the login credentials for attending the Meeting as well as for remote e-voting and e-voting during the Meeting would be sent at such registered e-mail address of the concerned Unsecured Trade Creditor.
2. A person/entity who is not an Unsecured Trade Creditor as on the date referred to in the note above should treat this Notice for information purposes only and shall not be entitled to vote and/or participate in the meeting.
3. The Notice along with enclosures thereto will be displayed on the website of RFPL at www.rmkv.com and on the website of Central Depository Services Limited (“CDSL”) at www.evotingindia.com

4. The venue for the Meeting shall be 176-F, Trivandrum Road Vannarpettai, Tirunelveli-627003. The voting of creditors attending the meeting physically shall be done through poll paper distributed at the venue. The Unsecured Trade Creditors of RFPL are entitled to vote through electronic means, both through remote e-voting prior to the meeting or e-voting during the meeting which will be held in hybrid mode at the Registered Office of the Company and through VC/OAVM, as described below.
5. The voting by Unsecured Trade Creditors through remote e-voting shall commence on Tuesday, 11th November 2025 at 10.A.M. (IST) and end on Thursday, 13 November 2025 at 5 P.M. (IST). The remote e-voting module shall be disabled by CDSL thereafter. During this period, Unsecured Trade Creditors may cast their vote electronically.
6. Unsecured Trades Creditors joining the meeting in-person at the venue of the meeting or through VC/OAVM, who have not already cast their vote by means of remote e-voting, shall be able to exercise their right to vote through poll paper or e-voting at the Meeting. The Unsecured Trade Creditors who have cast their vote by remote e-voting prior to the Meeting may also join the Meeting in-person at the venue or through VC/OAVM but shall not be entitled to cast their vote again.
7. The voting rights of Unsecured Trade Creditors of RFPL for the purpose of remote e-voting prior to the meeting or voting during the Meeting shall be in proportion to the outstanding value/ amount due to the Unsecured Trade Creditor as on 31.03.2025.
8. A body corporate which is an Unsecured Trade Creditor of RFPL is entitled to appoint an authorized representative for the purpose of participating and or voting during the meeting. Further, such body corporates are required to send duly scanned certified copy (pdf file) of the relevant resolution/ authority letter to the Scrutinizer at gpa.attorneys@gmail.com from their registered e-mail address with a copy marked to RFPL at its e-mail address viz. hariharan@rmkv.com, no later than 48 hours before the scheduled time of the Meeting.
9. The Unsecured Trade Creditors who are willing to join the meeting physically but not able to do are entitled to appoint one or more proxies to attend and vote at the meeting instead of himself/ herself. The Instrument of Proxy, in order to be effective, should be deposited at the Registered Office of the Company not less than 48 hours prior to the commencement of the meeting. Proxies submitted on behalf of Body Corporates must be supported by an appropriate Resolution/Authorisation letter, as applicable. A copy of proxy form is enclosed with the Notice. The voting of creditors attending the meeting physically shall be done through poll paper distributed at the venue.
10. Unsecured Trade Creditors are requested to kindly go through the instructions in the notes below for casting vote through remote e-voting prior to the meeting and e-voting during the meeting, as well as for attending the meeting through VC/OAVM and for registration as speaker (if any Unsecured Creditor would like to express views / ask questions during the meeting).
11. In terms of the provisions of Section 107 of the Companies Act, 2013, since the voting on the resolution as set out in the Notice is being conducted through poll paper at the venue of the meeting or e-voting (including remote e-voting), the said resolution will not be decided by a show of hands at the meeting.
12. Since the meeting will be held through hybrid mode, for convenience of creditors attending the meeting physically, the route map to the venue of the Meeting is annexed in this Notice.
13. The quorum of the Meeting shall be in terms of the directions contained in the Order.
14. In terms of Sections 230 to 240 of the Act, the Scheme shall be considered approved by the Unsecured Trade Creditors of RFPL if the resolution mentioned above in the Notice has been approved by a majority of persons representing three-fourths in value of the Unsecured Trade Creditors of RFPL, voting through remote e-voting and e-voting facility

being made available during the Meeting. Subject to the receipt of requisite number of votes, the resolution, as set forth in the Notice shall be deemed to be passed on the date of the meeting i.e., on 14th November 2025.

15. The advertisement about convening the Meeting of the Unsecured Trade Creditors of RFPL will be published in English Daily 'Business Standard' (All India editions), and Makkal Kural Tamil (Tamil Nadu Edition) in vernacular.
16. The Scrutinizer will submit his report to the Chairperson after completion of the scrutiny of the votes cast by the Unsecured Trade Creditors of RFPL through remote e-voting and voting during the Meeting. The Scrutinizer's decision on the validity of the votes shall be final. The result along with the report of the Scrutinizer shall be displayed on RFPL's website www.rmkv.com and on CDSL's website www.evotingindia.com within (7) seven days from the conclusion of the Meeting.
17. The Unsecured trade creditors who wish to attend the meeting in person can attend the meeting physically by coming to registered office as the meeting will be held at the registered office of the company and for the convenience of attendees, a route map to the venue has also been included to assist in locating the premises easily.

ROUTE MAP



I. INSTRUCTIONS FOR REMOTE E-VOTING FOR UNSECURED TRADE CREDITORS

(i) The remote e-voting period would commence from Tuesday, 11 November 2025 at 10 A.M. (IST) and end on Thursday, 13 November 2025 at 5 P.M. (IST). The remote e-voting facility shall be disabled thereafter.

(ii) The Unsecured Trade Creditors should log on to the e-voting website of CDSL www.evotingindia.com during the voting period.

(iii) Click on 'Shareholders / Members' tab.

(iv) Enter your User ID (which would be sent to the respective Unsecured Trade Creditors at their e-mail address registered with RSPL).

(v) Next enter the Image Verification / Captcha as displayed on the screen and click on Login.

(vi) Enter your password (which would be sent to the respective Unsecured Trade Creditors at their e-mail address registered with RFPL).

(vii) After entering these details correctly, click on the "SUBMIT" tab.

(viii) Select the EVSN of RFPL on which you choose to vote.

(ix) On the voting page, you will see "RESOLUTION DESCRIPTION" and against the same the option "YES/NO" for voting.

(x) Click on the "RESOLUTIONS FILE LINK" if you wish to view the entire resolution details.

(xi) After selecting the resolution, you have decided to vote on, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.

(xii) Once you "CONFIRM" your vote on the resolution, you will not be allowed to vote.

(xiii) You can also take out a print of the vote cast by you by clicking on "Click here to print" option on the voting page.

II. INSTRUCTIONS FOR UNSECURED CREDITORS ATTENDING THE MEETING THROUGH VC/OAVM ARE AS UNDER:

(i) Unsecured Trade Creditors will be provided with a facility to attend the Meeting through VC/OAVM through the CDSL e-Voting system. Unsecured Trade Creditors may access the same at www.evotingindia.com under 'Shareholders / Members' login using the remote e-voting credentials. The link for VC/OAVM will be available after successful login where the EVSN of RMKV Fabrics Private Limited will be displayed.

(ii) Unsecured Trade Creditors can join the Meeting through VC/OAVM mode 30 minutes before the scheduled time of the commencement of the Meeting by following the procedure mentioned in the Notice.

(iii) Unsecured Trade Creditors are advised to join the Meeting through desktop computers or laptops instead of mobile devices for a better experience.

(iv) Unsecured Trade Creditors will be required to enable access to their devices' camera and microphone and be connected to a reliable internet network to avoid any disturbance during the Meeting.

(v) Unsecured Trade Creditors connecting to internet via a mobile hotspot may experience audio/video loss due to fluctuation in their respective networks. It is therefore recommended to use a stable Wi-Fi or LAN connection to mitigate any kind of glitches.

(vi) Unsecured Trade Creditors are encouraged to submit their questions in advance with regard to the Scheme, from their registered e-mail address, mentioning their name, address, PAN, e-mail address and mobile number, to reach RFPL at hariharan@rmkv.com up to 12 November 2025

(vii) Unsecured Trade Creditors who would like to express their views or ask questions during the Meeting may pre-register themselves as a speaker by sending their request from their registered e-mail address mentioning their name, address, PAN, e-mail address and mobile number at hariharan@rmkv.com (email) in up to 12 November 2025.

(viii) Unsecured Trade Creditors who have registered themselves as a speaker will only be allowed to express their views/ask questions during the Meeting for a maximum time of 3 (three) minutes each, once the floor is open for queries. Unsecured Trade Creditors are requested to restrict their questions/views only on the Scheme.

III. INSTRUCTIONS FOR UNSECURED TRADE CREDITORS FOR E-VOTING DURING THE MEETING AS UNDER: -

(i) The procedure for e-Voting on the day of the Meeting is the same as the instructions mentioned above for remote e-voting.

(ii) Only those Unsecured Trade Creditors who are present in the Meeting either in-person at the venue or through VC/OAVM facility and have not cast their vote on the resolution through remote e-Voting and are otherwise not barred from doing so, shall be eligible to vote through e-voting system available during the Meeting.

(iii) If any votes are cast by the Unsecured Trade Creditors through the e-voting facility available during the Meeting and if the same Unsecured Creditors have not participated in the Meeting through VC/OAVM facility, then the votes cast by such Unsecured Trade Creditors shall be considered invalid as the facility of e-voting during the Meeting is available only to the Unsecured Trade Creditors attending the Meeting.

(iv) Unsecured Creditors who have voted through remote e-voting will be eligible to attend the Meeting. However, they will not be eligible to vote at the Meeting.

If you have any queries or issues regarding attending the Meeting & e-voting from the CDSL e-voting System, you can write an email to helpdesk.evoting@cdslindia.com or contact the toll free number at 1800 -2109911.

Enclosures: As above

Sd/-
Arvind D

Chairperson appointed by the Hon`ble
Tribunal for the Meeting
10.10.2025
Place: Chennai

Registered Office:

‘176-F, Trivandrum Road Vannarpettai,
Tirunelveli- 627003

CIN: U52300TN2011PTC081630

E-mail: hariharan@rmkv.com

**BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL,
CHENNAI BENCH, AT CHENNAI**

**COMPANY APPLICATION CA (CAA)/64/(CHE)/2025 in connection with MA (Companies
Act)/1/CHE/2025**

In the matter of the Companies Act, 2013;
AND

In the matter of Sections 230 to 240
of the Companies Act, 2013
and Companies (Compromises,
Arrangements and Amalgamation) Rules,
2016 and other applicable provisions of the
Companies Act, 2013;

AND

In the matter of Scheme of
Amalgamation between
RMKV Fabrics Private limited and
RMKV Silks Private limited

RMKV Fabrics Private Limited

CIN: U52300TN2011PTC081630

A company registered under the Companies Act, 1956

Having its registered office at

176-F, Trivandrum Road Vannarpettai

Tirunelveli- 627003

**...Amalgamating
Company / Transferor Company**

EXPLANATORY STATEMENT UNDER SECTIONS 230 TO 232 READ WITH SECTION 102 OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. This explanatory statement is being furnished pursuant to Sections 230 to 240 and 102 of the Companies Act, 2013 (“Act”) read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (“Rules”) (“Explanatory Statement”).

2. Pursuant to the order dated September 18, 2025 read with order dated October 8, 2025 (the “Order”) issued by the Hon’ble National Company Law Tribunal, Chennai Bench (“Hon’ble Tribunal” or “NCLT”) under Section 230(1) of the Act in Company Application CA (CAA)/64/(CHE)/2025 in connection with MA (Companies Act)/1/CHE/2025, a meeting of the Unsecured Trade Creditors (as defined in the notice under ‘Notes’) of RMKV Fabrics Private Limited is being convened on 14th November 2025, at 10.00.AM (IST) (“Meeting”) at the Registered Office of the Company through Hybrid mode (Both physical and Video conferencing or other audio visual means (“VC/ OAVM”), for the purpose of considering and, if thought fit, approving with or without modification(s), the scheme of amalgamation between RMKV Fabrics Private Limited and RMKV Silks Private limited under Sections 230 to 240 of the Act and Rules and other applicable provisions of the Act (“Scheme”). The Scheme as filed with the Hon’ble Tribunal is enclosed as **Annexure 2**.

3. Capitalized terms which are used in this Explanatory Statement, but which are not defined herein shall have the meaning assigned to them in the Scheme, unless otherwise stated.

Overview of the Scheme

4. The Scheme is presented pursuant to the provisions of Sections 230 to 240 of the Act and Rules and other relevant provisions of the Act and, inter alia, envisages the transfer and vesting of the Amalgamating Companies into and with the Amalgamated Company with effect from April 1, 2025. Additionally, the Scheme also provides for various other matters consequential or otherwise integrally connected with the Scheme. The accounting treatment proposed in the Scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Act.

5. In terms of Sections 230 to 240 of the Act, the Scheme shall be considered approved by Unsecured Trade Creditors of the Applicant Company if the resolution mentioned above in the Notice has been approved by poll or e-voting during the Meeting or through remote e-voting facility by a majority of persons representing three-fourths in value of the Unsecured Trade Creditors of Applicant Company, voting during the Meeting at the venue or through VC/OAVM or through remote e-voting facility.

6. The Hon’ble Tribunal, pursuant to the Order, was pleased to appoint Mr. Arvind D, Former Technical Member of NCLT, as the Chairperson of the Meeting, including for any adjournment(s) thereof and Mr. Ganesh Prabhu, Practicing Advocate, as the Scrutinizer for the Meeting, including for any adjournment(s) thereof.

Details of the Scheme of Arrangement as required to be disclosed in compliance with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

(i) Details of the order of the Hon’ble Tribunal directing the calling, convening and conducting of the Meeting:

(a) Date of the Order: September 18, 2025 read with order dated October 8, 2025

(b) Date, time, and mode of the Meeting:

- Day: Friday
- Date: November 14, 2025
- Time: 10:00 AM (IST)

Venue: Registered Office of the Company at 176-F, Trivandrum Road Vannarpettai, Tirunelveli - 627003

Mode: Meeting to be held in hybrid mode i.e. in-person at the venue and through Video Conferencing or Other Audio-Visual Means

Remote e-voting start date and time: 11th November 2025 9.00 A.M

Remote e-voting end date and time: 13th November 2025 5.00 P.M

(ii) Details of the Companies:

A. Transferor Company

(a) Corporate Identification Number (CIN): U52300TN2011PTC081630

(b) Permanent Account Number (PAN): AAFCR4022H

(c) Name of the Company: RMKV Fabrics Private Limited

(d) Date of Incorporation: July 25, 2011

(e) Type of the Company (whether public or private or one person company): Private Limited Company

(f) Registered office address and e-mail address:

- Registered office address: 176-F, Trivandrum Road Vannarpettai Tirunelveli- 627003
- E-mail Address: hariharan@rmkv.com

(g) Summary of main objects as per memorandum of association; and main business carried on by Transferor Company:

• The main objects of Transferor Company, as set out in its Memorandum of Association, are as under:

1. *To carry on the business as Manufacturers, producers, processors, makers, converters, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessinaires or otherwise deal as drapers and suppliers of readymade garments and clothing of all types and every description and to act as tailors, dress makers cutters and outfitters, makers and suppliers of clothing and garments of every kind and description of men, women and children, including garments made out of leather, plastic or similar material, hosiery including vests, underwear, socks, stockings, sweaters, laces and dealers of all types of readymade garments, all dresses made of natural, synthetic or blended textiles of all types and description.*

2. *To carry on business as Manufacturers, procedures, processors, makers, inventors, converters, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preserves, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in all kind of carpets, durries, mats, rugs, blankets, shawls, tweeds, linens, flannels and all other articles of woollen and worsted materials.*
3. *To carry on business as Manufacturing, mercerising bleaching, dyeing, printing and selling silk zari, yarn, cotton, staple fiber, polyester, cloth and other fabrics made from raw silk, cotton, jute, wool synthetic and other suitable materials and generally to carry on the business of spinning and weaving, doubling, conversion, manufacture, market and trade in garments, apparals and madeups.*
4. *To carry on the business as designers, manufacturers and sellers of all kind of leather goods, chappals, shoes, shoe uppers, boots, leather jacket, belts, other accessories and fittings of similar nature, rainwear and umbrellas*

• **Main Business of Transferor Company**

Transferor Company is primarily authorized to engage in the business of manufacturing, processing, importing, exporting, trading, buying, selling, retailing, wholesaling, supplying, and distributing a wide range of products including readymade garments, clothing for men, women, and children, hosiery items, and garments made from natural, synthetic, and blended textiles. It also deals in carpets, rugs, mats, woollen and worsted materials, and related textile goods, as well as engage in the activities of spinning, weaving, dyeing, printing, and finishing of various fabrics and yarns such as silk, cotton, jute, wool, and synthetics. Additionally, the company operates as designers, manufacturers, and sellers of leather goods and accessories including shoes, belts, jackets, chappals, and other similar items, along with rainwear and umbrellas.

(h) Details of change of name, registered office and objects of Transferor Company during the last five years: N/A

(i) Name of the stock exchange where the securities of Transferor Company are listed, if applicable: N/A

(j) Details of the capital structure of Transferor Company including authorized, issued, subscribed and paid-up share capital:

The authorized, issued, subscribed and paid-up share capital of Transferor Company as on March 31, 2025, is as follows:

Share Capital	Amount In INR
Authorized Share Capital	
2,50,000 Equity Shares of INR 10 each	25,00,000
Total	25,00,000
Issued, Subscribed and Paid-up Share Capital	
1,55,000 Equity Shares of INR 10 each	15,50,000
Total	15,50,000

(k) Names of the promoters and directors along with their addresses:

S.No	Name of the Promoter	Designation/Relation	Address
1.	Kumaraswamy Sivakumar	Promoter	A5, Withy Pool Villa Complex, Door No. 2 &3, Boat Club Road, RA Puram, Chennai - 600 028
2.	Kumaraswamy Mahesh	Promoter	Villa 32, Srivari Sarang, Bharathi Colony, Peelamedu, Coimbatore – 641006
3.	Nellaiappan Viswanath	Promoter	B-5, Aston Ville, 27/7, 1st Street, Kumaran Colony, Vadapalani, Chennai - 600026
4.	Nellaiappan Manickavasagam	Promoter	28, 3rd Floor, First Street, W Block, Anna Nagar, Chennai - 600 040
5.	Vinay Kumaraswamy Viswanathan	Promoter	A2, Withy Pool Villa Complex, Door No. 2 & 3, Boat Club Road, RA Puram, Chennai – 600028, Tamil Nadu
6.	Pranav Kumaraswamy Ponanand	Promoter	No. 5, NGB Srishti Apartment, 5th Floor, New No. 36, Old No. 18, 3rd Main Road, Govindasamy Nagar, RA Puram, Chennai 600028
7.	Shankar Kumaraswamy Sivakumar	Promoter	A5, Withy Pool Villa Complex, Door No. 2 &3, Boat Club Road, Ra Puram, Chennai - 600 028

S.No	Name of the Directors	Designation/Relation	Address
1.	Nellaiappan Manickavasagam	Director	28, 3rd Floor, First Street, W Block, Anna Nagar, Chennai - 600 040
2.	Kumaraswamy Mahesh	Whole-Time Director	Villa 32, Srivari Sarang, Bharathi Colony, Peelamedu, Coimbatore – 641006
3.	Ponanand Kumaraswamy Pranav	Director	No. 5, NGB Srishti Apartment, 5th Floor, New No. 36, Old No. 18, 3rd Main Road, Govindasamy Nagar, RA Puram, Chennai 600028
4.	Viswanathan Kumaraswamy Vinay	Director	A2, Withy Pool Villa Complex, Door No. 2 & 3, Boat Club Road, RA Puram, Chennai – 600028, Tamil Nadu
5.	Nellaiyappan Viswanath	Managing Director	B-5, Aston Ville, 27/7, 1st Street, Kumaran Colony, Vadapalani, Chennai - 600026
6.	Shankar Kumaraswamy Sivakumar	Whole-Time Director	A5, Withy Pool Villa Complex, Door No. 2 &3, Boat Club Road, Ra Puram, Chennai - 600 028
7.	Kumaraswamy Sivakumar	Director	A5, Withy Pool Villa Complex, Door No. 2 &3, Boat Club Road, RA Puram, Chennai - 600 028
8.	Dhanlaxmi Viswanathan	Whole-Time Director	B6, Withy Pool Villa Complex, Door No. 2 &3, Boat Club Road, RA Puram, Chennai - 600 028

B. Transferee Company

(a) Corporate Identification Number (CIN): U52320TN2011PTC081680

(b) Permanent Account Number (PAN): AAFCR4024B

(c) Name of the Transferee Company: RMKV SILKS PRIVATE LIMITED

(d) Date of Incorporation: July 27, 2011

(e) Type of the Transferee Company (whether public or private or one person company): Unlisted Public Company

(f) Registered office address and e-mail address:

- Registered office address: 176-F, Trivandrum Road Vannarpettai Tirunelveli- 627003
- E-mail Address: hariharan@rmkv.com

(g) Summary of main objects as per memorandum of association; and main business carried on by the Transferee Company:

• The main objects of the Transferee Company, as set out in its Memorandum of Association, are as under:

1. *To carry on business as Manufacturing, mercerizing, bleaching, dyeing, printing, processing, producing, processing, making, converting, importing, exporting, trading, buying, selling acting as retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise in clothings, dresses / apparels made of silk yarn, zari, cotton, staple fiber, polyester and other fabrics, wool, synthetic and other materials deal as drapers and suppliers cloth of all types and every description and to act as tailors, dress makers cutters and outfitters, makers and suppliers of clothing and garments of every kind and description for men, women and children, including garments made out of leather, plastic or similar material, hosiery including vests, underwear, socks, stockings, sweaters, laces and dealers of all types of readymade garments, all dresses made of natural, synthetic or blended textiles of all types and description.*
2. *To carry on business as Manufacturers, producers, processors, makers, inventors, converters, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in all kinds of carpets, durries, mats, rugs, blankets, shawls, tweeds, linens, flannels and all other articles of woolen and worsted materials.*
3. *To carry on the business of manufacturing, twisting, mercerizing, bleaching, dyeing, printing and selling silk, zari making, yarn, cotton, staple fiber, polyester, cloth and other fabrics made from raw silk, cotton, jute, wool, synthetic and other suitable materials and generally to carry on the business of Spinning and Weaving, twisting, doubling, conversion, manufacture, market and trade in garments, apparels and made ups, purchase, sell and other wise*

deal in all kinds of cotton yarn, waste cotton / yarn, hand loom textiles, cloth, fabrics and garments made out of all kinds of organic and synthetic material.

• **Main Business of the Transferee Company:**

The Transferee Company is engaged in the business of manufacturing, processing, and trading a wide range of textile and garment-related products. This includes activities such as mercerizing, bleaching, dyeing, printing, twisting, spinning, weaving, converting, and finishing of fabrics and garments made from silk, zari, cotton, wool, jute, staple fiber, polyester, synthetic and other natural or man-made materials. It also involves the production and sale of clothing and apparel for men, women, and children, including readymade garments, hosiery, leather or plastic garments, and all types of textiles and accessories. Additionally, the company will deal in carpets, durries, rugs, mats, shawls, blankets, and similar woolen or worsted products, acting in various capacities such as manufacturer, importer, exporter, wholesaler, retailer, supplier, agent, or distributor.

(a) Details of change of name, registered office and objects of the Transferee Company during the last five years:

There was an object change of RSPL vide EGM dated 28.02.2025.

The following object was replaced in the place of Clause III (a) 1

1. To carry on business as Manufacturing, mercerizing, bleaching, dyeing, printing, processing, producing, making, converting, importing, exporting, trading, buying, selling acting as retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in clothings, dresses / apparels made of silk yarn, zari, cotton, staple fiber, polyester and other fabrics, wool, synthetic and other materials, deal as drapers and suppliers of readymade garments and clothing of all types and every description and to act as tailors, dressmakers, cutters, outfitters, makers and suppliers of clothing and garments of every kind and description of men, women and children, including garments made out of leather, plastics or similar material, hosiery including vests, underwear, socks, stockings, sweaters, laces and dealers of all types of readymade garments, all dresses made of natural, synthetic or blended textiles of all types and description and to carry on the business as designers, manufacturers and sellers of all kinds of leather goods, chappals, shoes, shoe uppers, boots, leather jacket, belts, other accessories and fittings of similar nature, rainwear and umbrellas.

(b) Name of the stock exchange where the securities of the Transferee Company are listed, if applicable: N/A

(c) Details of the capital structure of the Transferee Company including authorized, issued, subscribed and paid up share capital:

The authorized, issued, subscribed and paid-up capital of the Transferee Company as on March 31, 2025, is as follows:

Share Capital	Amount In INR
Authorized Share Capital	
5,00,000 Equity Shares of INR 10 each	50,00,000
Total	50,00,000
Issued, Subscribed and Paid-up Share Capital	
2,00,000 Equity Shares of INR 10 each	20,00,000
Total	20,00,000

(k) Names of the promoters and directors along with their addresses:

S. No.	Name of the Promoter	Designation/ Relation	Address
1.	Kumaraswamy Sivakumar (HUF)	Promoter	A5, Withy Pool Villa Complex, Door No. 2 &3, Boat Club Road, RA Puram, Chennai - 600 028
2.	Mahesh Kumarasamy (HUF)	Promoter	Villa 32, Srivari Sarang, Bharathi Colony, Peelamedu, Coimbatore - 641006
3.	Viswanathan Nellaiappan HUF	Promoter	b-5, Aston Ville, 27/7, 1st Street, Kumaran Colony, Vadapalani, Chennai - 600026
4.	Nellaiyappan Manickavasagam (HUF)	Promoter	28, 3rd Floor, First Street, W Block, Anna Nagar, Chennai - 600 040
5.	Kumaraswamy Viswanathan (K V HUF)	Promoter	B6, Withy Pool Villa Complex, Door no. 2 &3, Boat Club Road, RA Puram, Chennai - 600 028
6.	Kumaraswamy Ponanand HUF	Promoter	No. 5, NGB Srishti Apartment, 5th Floor, New no. 36, Old no. 18, 3rd Main Road, Govindasamy Nagar, RA Puram, Chennai 600028
7.	Shankar Kumaraswamy Sivakumar	promoter	A5, Withy Pool Villa Complex, Door no. 2 &3, Boat Club Road, RA Puram, Chennai - 600 028

S. No.	Name of the Directors	Designation/ Relation	Address
1.	Viswanathan Kumaraswamy Vinay	Director	A2, Withy Pool Villa Complex, Door No. 2 & 3, Boat Club Road, RA Puram, Chennai – 600028, Tamil Nadu
2.	Ponanand Kumaraswamy Pranav	Whole-Time Director	No. 5, NGB Srishti Apartment, 5th Floor, New No. 36, Old No. 18, 3rd Main Road, Govindasamy Nagar, RA Puram, Chennai 600028
3.	Kumaraswamy Sivakumar	Director	A5, Withy Pool Villa Complex, Door No. 2 &3, Boat Club Road, RA Puram, Chennai - 600 028
4.	Nellaiappan Manickavasagam	Whole-Time Director	28, 3rd Floor, First Street, W Block, Anna Nagar, Chennai - 600 040
5.	Nellaiyappan Viswanath	Director	B-5, Aston Ville, 27/7, 1st Street, Kumaran Colony, Vadapalani, Chennai - 600026
6.	Kumaraswamy Mahesh	Director	Villa 32, Srivari Sarang, Bharathi Colony, Peelamedu, Coimbatore – 641006
7.	Shankar Kumaraswamy Sivakumar	Director	A5, Withy Pool Villa Complex, Door No. 2 &3, Boat Club Road, Ra Puram, Chennai - 600 028

(iii) if the scheme of compromise or arrangement relates to more than one company, the fact and details of any relationship subsisting between such companies who are parties to such scheme of compromise or arrangement, including holding, subsidiary or of associate companies – NA

(iv) The date of the board meeting at which the scheme was approved by the board of directors including name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution:

A. Transferor Company

(a) The Board of Directors of Transferor Company approved the Scheme at its meeting held on June 25, 2025 in the following manner:

Directors who attended the meeting:

Mr.Kumaraswamy Sivakumar
Mr. NellaiyappanVishwanath
Mr. NellaiappanManickavasagam
Mr. Ponanand Kumaraswamy Pranav
Mr. Shankar Kumaraswamy Sivakumar
Mr. Dhanlaxmi Viswanathan

Directors who voted in favour of the resolution:

Mr.Kumaraswamy Sivakumar
Mr. NellaiyappanVishwanath
Mr. NellaiappanManickavasagam
Mr. Ponanand Kumaraswamy Pranav
Mr. Shankar Kumaraswamy Sivakumar
Mr. Dhanlaxmi Viswanathan

Directors who voted against the resolution:

None

(b) A copy of the report adopted by the Board of Directors of Transferor Company at its meeting held on June 25, 2025 pursuant to the provisions of Section 232(2) (c) of the Companies Act, 2013 is enclosed herewith as **Annexure 3**.

B. Transferee Company

(a) The Board of Directors of the Transferee Company approved the Scheme at it's at its meeting held on June 25, 2025 in the following manner:

Directors who attended the meeting:

Mr.Kumaraswamy Sivakumar
Mr.Ponanand Kumaraswamy Pranav
Mr. Nellaiappan Manickavasagam
Mr. Nellaiyappan Viswanath
Mr. Shankar Kumaraswamy Sivakumar

Directors who voted in favour of the resolution:

Mr.Kumaraswamy Sivakumar
Mr.Ponanand Kumaraswamy Pranav

Mr. Nellaiappan Manickavasagam
Mr. Nellaiyappan Viswanath
Mr. Shankar Kumaraswamy Sivakumar

Directors who voted against the resolution:

None

(b) A copy of the report adopted by the Board of Directors of the Transferee Company at its meeting held on June 25, 2025 pursuant to the provisions of Section 232(2)(c) of the Companies Act, 2013 is enclosed herewith as Annexure 6.

(v) Explanatory statement disclosing details of the Scheme:

(a) Parties involved in the Scheme:

The Scheme is only an arrangement between the Transferor Company, the Transferee Company and their respective shareholders. The Scheme is not an arrangement with the creditors (secured or unsecured) of the respective companies.

(b) In case of amalgamation or merger, appointed date, effective date, share exchange ratio (if applicable) and other considerations, if any:

- **Appointed Date:** April 1, 2025
- **Effective Date:**
Refers to the date on which the certified copy of the order of Tribunal sanctioning the Scheme is filed with the relevant Registrar of Companies by the Amalgamating Companies and the Amalgamated Company or such other date as may be approved by the Tribunal

• **Share Exchange Ratio:**

The Equity shareholders of the RMKV Fabrics Private Limited(Transferor Company), as on the Record Date, shall be allotted **1.18 (One point one eight)** Equity Shares of RMKV Silks Private Limited Applicant/ Transferee Company of Rs.10/- each, for every 1 (one) Equity Shares of Rs.10/- each held by them in Transferor Company.

(c) Summary of valuation report including basis of valuation and fairness opinion of registered valuer:

The basis of the amalgamation of M/s. RMKV FABRICS PRIVATE LIMITED (Transferor Company) and RMKV SILKS PRIVATE LIMITED (Transferee Company) would have to be determined after taking into consideration all the factors and methods mentioned in the Valuation Report. Though different values have been arrived at under each methods, for the purposes of recommending the Fair Exchange Ratio of equity shares it is necessary to arrive at a final value for each of the Companies' shares. The Fair Equity Share Exchange Ratio has been arrived at on the basis of a relative equity valuation of the Companies based on the various approaches / methods explained in the Valuation Report and various qualitative factors relevant to each company and the business dynamics and growth potentials of the businesses of the Companies, having regard to information base, key underlying assumptions and limitations.

(d) Details of capital or debt restructuring, if any:

The Scheme does not contemplate any debt restructuring nor are any of the Scheme Entities undergoing any debt restructuring. The manner in which capital of the Scheme Entities would be restructured has been discussed above.

(e) Rationale and Benefits of the Scheme:

a. Creation of synergies: The concentration of the respective business of the Amalgamating Company and Amalgamated Companies in one entity as contemplated in the Scheme, will enhance combined competitive strength and result in synergies, which shall best serve the existing market.

b. Streamlining efficient structure: The proposed amalgamation of the Amalgamating Company into and with the Amalgamated Companies will remove inefficiencies, unlock intrinsic value of assets and combine similar business interests into a single corporate entity, resulting in simplification, and efficient administration.

c. Consolidation of business operations: The proposed amalgamation will achieve consolidation of business operations of the Amalgamating Companies and Amalgamated Company, resulting in economies of scale, improved allocation of capital, and optimization of cash flows, which will consequently contribute to the overall growth and value creation of the Amalgamated Company. Therefore, the Amalgamated Company, as the amalgamated entity, will have an enhanced value and return for its shareholders.

d. Reduction in costs: The proposed amalgamation will enable the Amalgamated Company to optimize the resources required for overall general and administrative purposes by avoiding replication of such resources against several group companies operating within the same market. The Amalgamated Company will be able to use its existing resources as well as the resources of the Amalgamating Companies, which is expected to reduce the cost of maintaining and using separate resources.

e. Value maximization: The proposed amalgamation envisages the movement of symbiotic assets that are presently held by Amalgamating Companies into Amalgamated Company to improve prospects for utilization of such assets, operations and inter-dependency, while simultaneously reducing redundancy, thereby increasing the overall value generated by the businesses in India.

f. Improved customer satisfaction: The proposed amalgamation will make it easier to address needs of customers by providing them uniform product and service experience, on-time supplies, improved service levels thereby improving customer satisfaction.

(f) Amount due to unsecured creditors

The Honourable National Company Law Tribunal, Chennai Bench under Application CA (CAA)/64/(CHE)/2025 vide order dated September 18, 2025 read with order dated October 8, 2025 had ordered to dispense with the convening, holding and conducting of the meeting of Equity Shareholders, Secured Creditors and Unsecured Loan Creditors of the Transferor Company.

Amount due to Unsecured Trade Creditors of RSPL as on 31.03.2025 is Rs.30,48,24,482.20/- The Company had filed application with Honourable National Company Law Tribunal, Chennai Bench, Chennai for convening and conducting the meeting of Unsecured trade creditors of the Company and accordingly the Honourable National Company Law Tribunal, Chennai Bench under Application CA (CAA)/64/(CHE)/2025 in connection with MA (Companies Act)/1/CHE/2025 vide order dated September 18, 2025 read with order dated October 8, 2025 has directed to holding, convening and conducting of meeting of Unsecured Trade Creditors of the Transferee Company on 14th November 2025 at the Registered Office of the Company at 176-F, Trivandrum Road Vannarpettai, Tirunelveli -

627003 in hybrid mode i.e., in-person and through Video-Conferencing (VC)/ Other Audio-Visual Means (OAVM) at 12.00 P.M.

Amount due to Unsecured Trade Creditors of RFPL as on 31.03.2025 is Rs.2,14,82,409.87/- The Company had filed application with Honourable National Company Law Tribunal, Chennai Bench, Chennai for convening and conducting the meeting of Unsecured trade creditors of the Company and accordingly the Honourable National Company Law Tribunal, Chennai Bench under Application CA (CAA)/64/(CHE)/2025 in connection with MA (Companies Act)/1/CHE/2025 vide order dated September 18, 2025 read with order dated October 8, 2025 has directed to holding, convening and conducting of meeting of Unsecured Trade Creditors of the Transferor Company on 14th November 2025 at the Registered Office of the Company at 176-F, Trivandrum Road Vannarpettai, Tirunelveli - 627003 in hybrid mode i.e., in-person and through Video-Conferencing (VC)/ Other Audio-Visual Means (OAVM) at 10.00 A.M.

(vi) Disclosure about the Effect of the Scheme on

S.No	Stakeholder	Transferring Companies	Transferee Company
(a)	Shareholders/ Promoters	Upon the Scheme becoming fully effective, in consideration of the transfer and vesting of the undertaking of Transferor Company in the Transferee Company, the Equity shareholders of the Transferor Company, as on the Record Date, shall be allotted 1.18 Equity Share of Applicant! Transferee Company of Rs.10/- each, for every 1 Equity Shares of Rs.10/- each held by them in Transferor Company i.e., 1,82,900 fully paid-up equity share of face value of Rs.10 each of Transferee Company should be issued for 1,55,000 fully paid-up equity share of face value of Rs.10 each held in the Transferor Company	
(b)	Employees (including Key Managerial Personnel)	With effect from the Effective Date, the employment of employees of the Transferor Company, as on the Effective Date of the Scheme of Amalgamation, be continued in the Transferee Company.	
(c)	Directors	The Board of the Transferring Companies will cease to exist upon dissolution of the Transferring Companies pursuant to the Scheme.	There will be no impact on the board of directors of the Transferee Company pursuant to the Scheme.
(d)	Depositors	The Transferor and the Transferee Company do not have any public deposits and accordingly, they do not have any depositors.	
(e)	Creditors	With effect from the Effective Date and as provided in the Scheme, the creditors of the Transferor Company shall become creditors of the Transferee Company. The liability of the creditors of the Transferor Company is neither being reduced nor being extinguished and, consequently, the creditors of each of the Transferee Company and Transferor Company will not be affected by the Scheme in any manner.	
(f)	Debenture Holders	The Transferor Company and the Transferee Company do not have any debentures outstanding as on date and accordingly, they do not have any Debenture holders.	
(g)	Deposit Trustee & Debenture Trustee	The Transferor Company and the Transferee Company do not have any public deposits. Accordingly, the Transferor Company and Transferee Company have not appointed any Deposit Trustee or Debenture Trustee.	

(vii) Disclosure about the Effect of the Scheme on:

- (a) With effect from the appointed date and upon the Scheme becoming effective, whole of the assets and properties, both movable and immovable, investments, rights, title and interests comprised in the Undertaking of the Transferor Company shall pursuant to the Scheme being sanctioned by the National Company Law Tribunal/ Central Government under Sections 230 to 240 of the Companies Act, 2013 and without any further act or deed be transferred to, and vested in, or deemed to have been transferred to, and vested in, the Transferee Company so as to become as and from the Appointed Date, the estate, assets, rights, title, goodwill and interests of the Transferee Company. With effect from the Appointed Date and upon the Scheme becoming effective and without any further act or deed, the Transferee Company shall derive all the rights in respect of immovable properties of Transferor Company and to change those properties in its name in revenue records and the rights conferred through this Scheme shall among other things include rights to deal with Revenue Department, Local Planning Authority (LPA), City Corporation, Municipal Corporation, Local body, registering authority or any other agencies and the Transferee Company shall have all the rights to deal with departments, Local Bodies concerned for Plan Approval, Extension of Permit after the amalgamation of the Transferor Company with Transferee Company.
- (b) With effect from the Appointed Date and upon the Scheme becoming effective, all rights and licenses relating to trademarks, know-how, technical know-how, software, trade names, descriptions, trading style, franchises, labels, label designs; colour schemes, utility models, holograms, bar codes, designs, patents, copyrights, privileges and any rights, title or interest in intellectual property rights (including applications submitted to the registration authorities on or before the Effective Date by the Transferor Company), tenancies with the consent of the landlord wherever necessary, powers, facilities of every kind and description of whatsoever nature in relation to the Undertaking of the Transferor Company to which the Transferor Company is a party or to the benefit of which the Transferor Company may be entitled /eligible and which are subsisting or have effect immediately before the Appointed Date, shall be in full force and effect on, or against, or in favour of, the Transferee Company as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.
- (c) With effect from the Appointed Date and upon the Scheme becoming effective, all debts (whether secured or unsecured), liabilities (including contingent liabilities), taxes, duties and obligations of every kind, nature and description of the Transferor Company along with any charge, encumbrance, lien or security thereon shall also be vested and stand transferred to and be deemed to be and stand vested in the Transferee Company without any further act, or instrument or deed pursuant to the Scheme being sanctioned by the National Company Law Tribunal/Central Government under Sections 230 to 240 of the Companies Act, 2013 so as to become the debts, liabilities, duties and obligations of the Transferee Company from the Appointed Date and further that 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 clause.

CONTRACTS AND INTELLECTUAL PROPERTY RIGHTS

- (a) With effect from the Appointed Date and subject to the provisions of this Scheme and upon the Scheme becoming effective, all Contracts, Deeds, Bonds, Agreements, Schemes, Arrangements and other Instruments (including all Tenancies, Leases, Licenses, Joint Ventures, Power of Attorneys and other assurances in favour of the Transferor Company or powers or authorities granted by or to it of whatsoever nature in relation to the Undertaking of the Transferor Company to which the Transferor Company is a party or to the benefit of which the Transferor Company may be entitled/eligible, and which are subsisting or have effect immediately before the Appointed Date, shall be in full force and effect on, or against, or in favour of, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, at any time prior to the Effective Date, wherever necessary, enter into, and/or issue and/or execute deeds, writings, confirmations. Any

tripartite arrangements or notations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.

- (b) For the avoidance of all doubt, it is expressly made clear that the dissolution of the Transferor Company without the process of winding up as contemplated hereafter, shall not affect the previous operation of any Contract, Agreement, Joint Venture, Deed or any Instrument or the like to which the Transferor Company is a party or is the beneficiary of (as the case may be) and any reference in such Agreements, Contracts, Joint Ventures, Deeds and Instruments to the Transferor Company shall be construed as reference only to the Transferee Company with effect from the Appointed Date.

EMPLOYEES

Upon the coming into effect of this Scheme:

(a) All permanent employees of the Transferor Company as on the Effective Date shall as from such date, become employees of the Transferee Company in such position, rank and designation as may be determined by the Transferee Company with the benefit of continuity of service and such that the terms and conditions of their employment with the Transferee Company are not less favourable than those applicable to them as employees of the Transferor Company on such date. With regard to provident fund, gratuity fund, or any other special fund created or existing for the benefit of such employees of the Transferor Company, from the Effective Date the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever in relation to the administration or operation of such fund or funds and 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 or other documents provided that if the Transferee Company considers it desirable for the smooth administration, management, operation and uniformity of such funds, the same may be merged with similar funds of the Transferee Company. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes or funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of the aforesaid schemes, funds and trusts.

(b) In the event that trustees are constituted as holders of any securities, trust funds or trust monies, in relation to any provident fund trust, gratuity fund trust or superannuation fund trust of the Transferor Company, such funds shall be transferred by such trustees of the trusts of the Transferor Company, to separate trusts and the trustees of the Transferee Company set up for the Same purpose and object and shall be deemed to be a transfer of trust property from one set of trustees to another set of trustees in accordance with the provisions of the relevant Labour Laws, Indian Trusts Act, 1882, and the Income Tax Act, 1961 and relevant Stamp Legislations as applicable provided that if the Transferee Company considers it desirable for the smooth administration, management, operation and uniformity of such trusts of the Transferor Company, the same may be merged with similar trusts of the Transferee Company. Appropriate Deeds of Trusts and/or documents for transfer of trust properties shall be simultaneously executed upon the sanction of the Scheme in accordance with the terms hereof by the Trustees of such Trusts in favour of the Trusts of the Transferee Company so as to continue the benefits of the employees. The provident fund Trust, Gratuity Fund Trust or Superannuation Fund Trust of the Transferor Company shall continue to hold such securities, Trust Funds and/or Trust monies as hitherto fore, till such time as the transfer to the Trustees of the Transferee Company Employee Trust is made.

With effect from the Appointed Date and up to and including the Effective Date:

- i. all the profits or incomes accruing or arising to the Transferor Company or expenditure or losses incurred by the Transferor Company shall for all purposes be treated and be deemed to be and accrue as profits or incomes or expenditure or losses of the Transferee Company
- ii. The Transferee Company shall also be entitled, pending the sanction of the Scheme, to apply to the Central Government, State Government, and all other Agencies, Departments and Statutory Authorities concerned, wherever necessary, for such Consents, Approvals and

- Sanctions which — the Transferee Company may require including the registration, approvals, exemptions, reliefs, etc., as may be required granted under any law for time being in force for carrying on business of Transferor Company by the Transferee Company.
- iii. The Transferor Company shall carry on their business activities with due diligence and business prudence and shall not undertake any additional financial commitments, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its subsidiaries, or sell, transfer, alienate, charge, mortgage or encumber or deal with the undertaking, save and except, in each, in the following circumstances:
- (a) if the same is in the ordinary course of business as carried on by it as on the date of filing this Scheme with the National Company Law Tribunal/Central Government: or
 - (b) if the same is required for this Scheme; or
 - (c) if the same is expressly permitted by this Scheme; or
 - (d) if written consent of transferee company has been obtained
- iv. Pending sanction of the Scheme, the Transferor Company shall not make any change in their respective capital structure either by any increase, (by issue of equity shares on a rights basis, bonus shares, convertible debentures or otherwise) — decrease, reduction, reclassification, subdivision or consolidation, re-organization; or in any other manner which may, in any way, affect the Share Exchange Ratio, except by mutual consent of the respective Boards of Directors of the Transferor and Transferee Company or as may be expressly permitted under this Scheme.

ACCOUNTING TREATMENT

- (a) Upon the Scheme becoming effective, with effect from the Appointment Date for the purpose of accounting for and dealing with the value of assets and liabilities of the Transferor Company, the Transferee Company shall account for the amalgamation in accordance with the accounting for Common Control Transactions in accordance with applicable Accounting Standards notified under the provisions of the Act, read with relevant rules framed thereunder
- (b) The Transferee Company shall record the assets, Liabilities and reserves relating to the Transferor Company vested in it pursuant to this Scheme, at their respective carrying amounts.
- (c) The identity of the reserves of the Transferor Company if any, shall be preserved and they shall appear in the financial statements of the Transferee Company in the same form and manner in which they appeared in the financial statements of the Transferor Company.
- (d) Upon coming into effect of this Scheme, to the extent that there are intercompany loans, advances, deposits balances or other obligations as between the Transferor Company and the Transferee Company, 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 for reduction of any assets or liabilities, as the case may be. Further no interest shall be provided on loans and advances or any outstanding loans and advances, if any, after Appointed Date. All inter party transactions between the Transferor Company and the Transferee Company shall be treated as intra party transactions for all purposes and intercompany balances shall stand cancelled.
- (e) The shares held by Transferee Company in Transferor Company and vice versa shall stand cancelled and there shall be no further obligation in that behalf.
- (f) In case of any difference in Accounting Policy between the Transferor Company and the Transferee Company, the Accounting Policies followed by the Transferee Company shall prevail and the difference till Appointed Date would be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the Financial position on the basis of consistent accounting policy.

(g) For any matter arising in connection with the accounting treatment, the Board of Directors of Transferor Company and Transferee Company would deal with the same in consultation with the experts on the said matter.

ISSUE OF EQUITY SHARES BY THE TRANSFEE COMPANY

CONSIDERATION

(a) Upon the Scheme becoming finally effective, in consideration of the transfer and vesting of the undertaking of the Transferor Company in the Transferee Company in terms of this Scheme, the Transferee Company shall subject to the provisions of this Scheme and without any further application or action or deed, issue at par and allot to the shareholders of the Transferor Company whose names are found in the Register of Members of the Transferor Company on a date after the effective date to be fixed by the Board of Directors of the Transferee Company (hereinafter called the "Record Date") as per the recommended exchange ratio on the basis of the fair valuation of the equity shares of the Transferee Company and 'the equity shares of the Transferor Company in the following manner:

1.18 Equity Share of Rs.10/- each of Transferee Company for every 1 Equity Share of Rs.10/ each held in Transferor Company, i.e., 1,82,900 fully paid-up equity share of face value of Rs.10 each of Transferee Company should be issued for 1,55,000 fully paid-up equity share of face value of Rs.10 each held in the Transferor Company.

Fractional entitlements, if any, will be dealt in the manner specified in Part II, Section 10, Sub-section 2, Clause (c) of this Scheme of Amalgamation.

(b) Upon the Equity Shares being issued and allotted, as aforesaid by the Transferee Company, the Equity Shares issued by the Transferor Company and held by their shareholders, shall be deemed to have been automatically cancelled and be of-no effect.

NEW EQUITY SHARES

a) The new equity shares to be 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 inter-se rank pari passu in all respects with the existing equity shares of the Transferee Company, including in respect of voting rights and dividend, if any, that may be declared by the Transferee Company on or after the Effective Date.

(b) The shares and share certificates of the Transferor Company held by the members of the Transferor Company shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and non-negotiable and be of no effect on and from the Record Date.

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE ENTIRE SCHEME

DISSOLUTION OF THE TRANSFEROR COMPANY

(a) Upon coming into effect of this Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, - shall continue to be valid and subsisting and 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 added and shall constitute the aggregate of the said limits in the Transferee Company.

(b) The Transferor Company and the Transferee Company shall, with reasonable dispatch, apply to the National Company Law Tribunal/Central Government for necessary Orders or Directions for holding meetings of the members of the Transferor Company and the Transferee Company for sanctioning this Scheme of Amalgamation under Sections 230 to 240 of the Companies Act, 2013 or for dispensing the

holding of such meetings and Orders under Section 230 of the Companies Act, 2013, for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

(c) Subject to an Order being made by the National Company a Tribunal/Central Government under Sections 230 to 240 of the Companies Act, 2013, the Transferor Company shall be dissolved without the process of winding up on the Scheme becoming effective in accordance with the provisions of the Act and the Rules made there under.

APPROVALS AND MODIFICATIONS

(a) The Transferor Company and the Transferee Company may jointly assent from time to time on behalf of all persons concerned to any modifications or amendments or additions to the Scheme or to any conditions or limitations which the National Company Law Tribunal and/or the other competent authorities, if any, under any law, may deem fit and approve of or impose and which the Transferor Company and the Transferee Company may in their discretion deem fit and may resolve all doubts or difficulties that may arise for carrying out the Scheme and do and execute all acts, deeds, matters and things necessary for bringing the Scheme into effect. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by their respective Board of Directors, a Committee of the concerned Board or any Director (hereafter referred as the “delegates”).

(b) For the purpose of giving effect to the Scheme or any modifications or amendments thereof or additions thereto the delegate(s) of the Transferor Company and the Transferee Company may jointly give and are hereby authorised to determine and give all such directions as are necessary including directions for settling or removing any difficulties towards implementation of the sanctioned Scheme, as the case may be, which shall be binding on all parties in the same manner as if the same were specifically incorporated in the Scheme.

(c) The Transferor Company and the Transferee Company acting through their respective Board of Directors or other persons, duly authorized by their respective board in this regard, shall be authorized, to take such steps, as may be necessary, desirable or proper to resolve any doubts, difficulties or questions that may arise, whether by reason of any order of the National Company Law Tribunal or of any directive or order of Central Government or any other authorities or otherwise, in connection with this Scheme and/or matters concerning or connected therewith.

(d) If any part of this Scheme hereof is ruled illegal or invalid by or is Lee sanctioned by any National Company Law Tribunal or Central Government or is unenforceable under present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in the Scheme, as will best preserve for the parties the benefits and obligations of the Scheme, including but not limited to such part or provision.

(e) This Scheme has been drawn up to comply with the conditions relating to “Amalgamation” as specified under Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income Tax Act, 1961, at a later date including resulting from an amendment of Law or for any other reason whatsoever, the provisions of the said Section of the Income Tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961.

SCHEME CONDITIONAL UPON

This Scheme is conditional upon the following approvals / events and the Scheme shall be deemed to be effective on obtaining last of the following approvals and the occurrence of the last of the following events:

a) The approval of the Scheme by the requisite majority of the members of the Transferor Company and Transferee Company respectively as required under Sections 230 to 240 of the Companies Act, 2013;

(b) The approval of the Scheme by the requisite majority of the creditors of the Transferor Company and Transferee Company respectively;

(c) The sanction of the Scheme by the National Company Law Tribunal/ Central Government under Sections 230 to 240 of the Companies Act, 2013 and other applicable provisions of the Act, Rules and Regulations;

(d) Certified copies of the National Company Law Tribunal/ Central Government Orders being filed with the Registrar of Companies concerned by the respective companies. The Scheme shall become operative on the date or the last of the dates on which the certified copies of the Orders of the National Company Law Tribunal sanctioning the Scheme are filed by the Transferor Company and the Transferee Company with the respective Registrar of Companies and such date shall be known as the Effective Date.

(e) Compliance with such other conditions as may be imposed by the National Company Law Tribunal/ Central Government

COSTS, CHARGES AND EXPENSES

Upon the Scheme becoming effective, all costs, charges, taxes, levies and all other expenses, if any, of the Transferor Company and the Transferee Company arising out of/ or incurred after the Effective Date for carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company (save as otherwise expressly agreed).

SANCTION AND APPROVALS NOT FORTHCOMING

a. In the event of this Scheme failing to take effect as may be agreed by the respective Boards of Directors of the Transferor Company and the Transferee Company, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their Shareholders or Creditors or Employees or any other person. In such case each Company shall bear its own costs or as may be mutually agreed.

b. Save and except in respect of any act or deed done prior thereto as is contemplated hereunder, or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in Law, the Scheme shall stand revoked, cancelled and be of no effect if the events or sanctions and approvals referred to in Part III Section 3 have not occurred.

(viii) Disclosure about effect of Scheme on material interests of directors, Key Managerial Personnel and debenture trustee:

The Directors and KMPs do not have any other material interest, financial or otherwise in the Scheme. There shall be no effect upon the Directors and KMPs of RSPL. Further, as mentioned above, RSPL does not have any debenture trustee.

(ix) Investigation or proceedings, if any, pending against the Transferee Company under the Act: There are no proceedings pending against the Transferee Company under the Act, or under the Companies Act, 1956.

(x) Details of the availability of the following documents for obtaining extract from or for making or obtaining copies of or for inspection by the creditors of the Transferee Company:

Copies of the following documents will be open for inspection to the Unsecured Trade Creditors of the Transferee Company at its registered office situated at '176-F, Trivandrum Road Vannarpettai, Tirunelveli- 627003 and at Fifth Floor, 125-127, India between 10.00 A.M. and 5.00 P.M. on all days except Saturday, Sunday and public holidays up to the date of the Meeting.

If any Unsecured Trade Creditor wishes to physically inspect the documents at the registered office of RSPL, copies of the below documents will be made available free of charge to Unsecured Trade Creditors who may require the same within a day of the receipt of requisition. Unsecured Trade Creditors may also request for an electronic / soft copy of the below mentioned documents by writing an email to RSPL at hariharaan@rmkv.com or may access such documents on the website of RSPL at the following weblink <https://www.rmkv.com/> or on the website of CDSL at the following web link www.evotingindia.com.

- (a) Last audited financial statements of RSPL as on March 31, 2025;
- (b) Copy of the order of the Hon'ble Tribunal in pursuance of which meeting is to be convened;
- (c) Copy of the Scheme; and
- (d) Auditor's certificate for accounting treatment under Section 133 of the Act.
- (e) Board's Report
- (f) Valuation Report
- (g) Notice and explanatory statement

(xi) Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities required, received or pending for the proposed Scheme:

(a) The Transferor Company and the Transferee Company have made an application before the Hon'ble National Company Law Tribunal, Chennai Bench, for sanction of the Scheme under Sections 230 to 240 of the Companies Act, 2013.

(b) As directed by the NCLT, Chennai by its order dated September 18, 2025 read with order dated October 8, 2025, the Transferee Company shall serve notices, along with a copy of the Scheme, to under Section 230(5) of the Act to the:

(i) Central Government through Regional Director, Southern Region, Chennai, (ii) Registrar of Companies, Chennai, (iii) Reserve Bank of India, and (iv) concerned Income-Tax Authorities, viz. The Principal Commissioner of Income Tax – (Central) – 1.

(ii) A copy of the proposed Scheme shall be filed by the Transferee Company with the Registrar of Companies, Chennai.

(xii) As the meeting is being conducted through video conferencing, unsecured trade creditors may attend and vote in person, and the appointment of proxies is not necessary.

Sd/-

Arvind. D

Chairperson appointed for the Meeting

Dated: 10.10.2025

Place: Chennai

Registered Office:

'176-F, Trivandrum Road Vannarpettai

Tirunelveli- 627003

Corporate Office: Fifth Floor, 125-127, Usman Road, Panagal Park, T.Nagar, Chennai-600017



**IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH - II, CHENNAI
CA (CAA)/ 64 (CHE)/ 2025**

(Under Sections 230 to 232 of the Companies Act, 2013)

*In the matter of Scheme of Amalgamation of RMKV Fabrics Private Limited
(Transferor Company) with RMKV Silks Private Limited (Transferee Company) and
their shareholders*

RMKV FABRICS PRIVATE LIMITED

(CIN: U52300TN2011PTC081630)

Having its Registered Office at
176-F, Trivandrum Road, Vannarpettai,
Tirunelveli – 627 003, Tamil Nadu.

Represented by its Director,
Mr. N. Viswanath, Authorized signatory

... 1st Applicant / Transferor Company

With

RMKV SILKS PRIVATE LIMITED

(CIN: U52320TN2011PTC081680)

Having its Registered Office at
176-F, Trivandrum Road, Vannarpettai,
Tirunelveli – 627 003, Tamil Nadu.

Represented by its Director,
Mr. K. Sivakumar, Authorized signatory

... 2nd Applicant / Transferee Company

*Order Pronounced on **18.09.2025***

CORAM

Shri. JYOTI KUMAR TRIPATHI, MEMBER (JUDICIAL)

Shri. RAVICHANDRAN RAMASAMY, MEMBER (TECHNICAL)

Present:

For Applicants: Mr. A M Ilango & Mr. Ramanathan N, Advocates



ORDER

(Hearing through hybrid mode)

1. The present application have been filed jointly by the Applicant Companies, namely **RMKV FABRICS PRIVATE LIMITED** (hereinafter "*Transferor Company*") with **RMKV SILKS PRIVATE LIMITED** (hereinafter "*Transferee Company*") under sections 230-232 of Companies Act, 2013, and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Amalgamations and Amalgamations) Rules, 2016 in relation to the Scheme of Amalgamation (hereinafter referred to as the "**SCHEME**") proposed by the Applicant Companies. The said Scheme is appended as "**Annexure A11**" in the application.
2. The Applicant Companies in this Application has sought for the following reliefs;

	ISSUE	ISSUANCE	SECURED CREDITORS	UNSECURED CREDITORS	UNSECURED TRADE CREDITORS
REDAEMPTION OF SHARES	To Disposer's satisfaction	No Application	To Disposer's satisfaction	To Disposer's satisfaction	To be Committed
TRANSFER OF SHARES	To Disposer's satisfaction	No Application	To Disposer's satisfaction	To Disposer's satisfaction	To be Committed

3. Affidavits in support of the present Application sworn for and on behalf of the Applicant Companies have been filed by its authorized signatories, details of which are listed hereunder: -
 - i) **Mr. N. Viswanath**, on behalf of the 1st Applicant company/ Transferor Company, as its Director/ Authorized signatory.
 - ii) **Mr. K. Sivakumar**, on behalf of the 2nd Applicant company/ Transferee Company, as its Director/ Authorized signatory
4. It is submitted that the Transferor Company is a Private Limited Company, incorporated under the provisions of Companies Act, 1956



on 25.07.2011 with name **RMKV FABRICS PRIVATE LIMITED**. The Share Capital of the Transferor Company as on 31.03.2025 is as follows:

PARTICULARS	AMOUNT IN RS.
<u>AUTHORISED SHARE CAPITAL</u>	
2,50,000 equity shares of Rs.10/- each	25,00,000
<u>ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL</u>	
1,55,000 equity shares of Rs.10/- each	15,50,000

MAIN OBJECTS OF THE TRANSFEROR COMPANY IN BRIEF:

"a. The main objects of Transferor Company are set out in its memorandum of association and inter alia, as follows:

1. To carry on the business as Manufacturers, producers, processors, makers, converters, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal as drapers and suppliers of readymade garments and clothing of all types and every description and to act as tailors, dress makers cutters and outfitters, makers and suppliers of clothing and garments of every kind and description of men, women and children, including garments made out of leather, plastic or similar material, hosiery including vests, underwear, socks, stockings, sweaters, laces and dealers of all types of readymade garments, all dresses made of natural, synthetic or blended textiles of all types and description.

2. To carry on business as Manufacturers, procedures, processors, makers, inventors, converters, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preserves, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in all kind of carpets, durries, mats, rugs, blankets, shawls, tweeds, linens, flannels and all other articles of woollen and worsted materials.



3. To carry on business as Manufacturing, mercerising bleaching, dyeing, printing and selling silk zari, yam, cotton, staple fiber, polyester, cloth and other fabrics made from raw silk, cotton, jute, wool synthetic and other suitable materials and generally to carry on the business of spinning and weaving, doubling, conversion, manufacture, market and trade in garments, apparals and madeups.

4. To carry on the business as designers, manufacturers and sellers of all kind of leather goods, chappals, shoes, shoe uppers, boots, leather jacket, belts, other accessories and fittings of similar nature, rainwear and umbrellas.”

5. It is submitted that the Transferee Company is a Private Limited Company, incorporated under the provisions of the Companies Act, 2013 on 27.07.2011 with name **RMKV SILKS PRIVATE LIMITED**. The Share Capital of the Transferee Company as on 31.03.2025 is as follows:

PARTICULARS	AMOUNT IN RS.
<u>AUTHORISED SHARE CAPITAL</u>	
5,00,000 equity shares of Rs.10/- each	50,00,000
<u>ISSUED, SUBSCRIBED AND PAID UP SHARE CAPITAL</u>	
2,00,000 equity shares of Rs.10/- each	20,00,000

MAIN OBJECTS OF THE TRANSFEEE COMPANY IN BRIEF:

"a. The main objects of Transferee Company are set out in its memorandum of association and inter alia, as follows:

1. To carry on business as Manufacturing, mercerizing, bleaching, dyeing, printing, processing, producing, making, converting, importing, exporting, trading, buying, selling acting as retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers,



concessionaires or otherwise deal in clothings, dresses / apparels made of silk yam, zari, cotton, staple fiber, polyester and other fabrics, wool, synthetic and other materials, deal as drapers and suppliers of readymade garments and clothing of all types and every description and to act as tailors, dressmakers, cutters outfitters, makers and suppliers of clothing and garments of every kind and description of men, women and children, including garments made out of leather, plastics or similar material, hosiery including vests, underwear, socks, stockings, sweaters, laces and dealers of all types of readymade garments, all dresses made of natural. synthetic or blended textiles of all types and description and to carry on the business as designers, manufacturers and sellers of all kinds of leather goods, chappals, shoes, shoe uppers, boots, leather jacket, belts, other accessories and fittings of similar nature, rain wears, umbrellas all types of wristwatches and toys.

2. To carry on business as Manufacturers, producers, processors, makers, inventors, converters, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in all kinds of carpets, durries, mats, rugs, blankets, shawls. tweeds, linens, flannels and all other articles of woolen and worsted materials.

3. To carry on the business of manufacturing, twisting, mercerizing bleaching, dyeing, printing and selling silk, zari making, yam, cotton, staple fiber, polyester, cloth and other, fabrics made from raw silk, cotton, jute, wool, synthetic and other suitable materials and generally to carry on the business of Spinning and Weaving, twisting, doubling, conversion, manufacture, market and trade in garments, apparels and made ups, purchase, sell and other wise deal in all kinds of cotton yam, waste cotton / yam, hand loom textiles, cloth, fabrics and garments made out of all kinds of organic and synthetic material.

4. To carry on the business as designers, manufacturers and sellers of all kinds of leather goods, chappals, shoes, shoe uppers, boots, leather jacket, belts, other accessories and fittings of similar nature, rainwear and umbrellas.”



6. Applicant companies have filed their respective Memorandum and Articles of Association inter alia delineating their object clauses. The Applicant Companies have filed their audited financial Statements as on 31.03.2025 and is placed at *Annexure A7* and *Annexure A8* respectively.
7. The Present Scheme provides for Amalgamation of Applicant companies and the rationale of the scheme is as follows:

“RATIONALE FOR THE SCHEME

1) Through the proposed Scheme of Amalgamation, the entire Assets and Liabilities of the Transferor Company will be taken over by the Transferee Company from the Appointed Date as a going concern.

2) With effect from the Effective Date, the employment of employees of the Transferor Company, as on the Effective Date of the Scheme of Amalgamation, be continued in the Transferee Company.

3) Upon the Scheme becoming effective, in consideration of the transfer and vesting of the undertaking of the Transferor Company in the Transferee Company, the Transferee Company shall issue at par and allot to the shareholders of the Transferor Company whose names are found in the Register of Members of the Transferor Company on a date after the effective date, in the following manner:

1.18 Equity Share of Rs.10/- each of Transferee Company for every 1 Equity Share of Rs.10/- each held in Transferor Company, i.e., 1,82,900 fully paid-up equity share of face value of Rs.10 each of Transferee Company should be issued for 1,55,000 fully paid-up equity share of face value of Rs.10 each held in the Transferor Company.”

8. The Board of Directors of the Transferor Companies and the Transferee Company in the meeting held on 25.06.2025, has approved the proposed Scheme as contemplated above. Certified Copies of the Board resolutions passed thereon have been placed on record by the



companies on Page no. 154 - 157 as **Annexure A9 and A10** of the application respectively.

9. The Statutory Auditors of both the Applicant Companies have certified that the Accounting Standards are in compliance with Section 133 of the Companies Act, 2013.
10. With respect to **RMKV FABRICS PRIVATE LIMITED (Transferor Company)**, it is submitted as under:

I. EQUITY SHAREHOLDERS:

There are **7 (Seven)** Equity Shareholders and the List of equity shareholders to this effect as on 10.07.2025 is placed on record as a certificate issued by the Chartered Accountant at Pg.No.281 - 282 as **Annexure A19**. Consent by way of Affidavits was given by all the Equity Shareholders amounting to 100% is also placed on record at Pg.No.283 - 303 as **Annexure A20** and the Transferor company has sought to *dispense with the meeting*.

II. SECURED CREDITORS:

There is **1 (One)** Secured Creditor. Certificate has been issued by the Chartered Accountant to this effect as on 10.07.2025 is placed along with the application at Pg.No.209 as **Annexure A13**. Consent by way of Affidavits was given by all the Secured Creditors amounting to 100% is also placed on record at Pg.No.210 - 225 as **Annexure A14** and the Transferor company has sought to *dispense with the meeting*.

III. UNSECURED LOAN CREDITORS:



There is **28 (Twenty eight)** Unsecured Loan Creditors. Certificate has been issued by the Chartered Accountant to this effect as on 10.07.2025 is placed along with the application at Pg.No.226 - 228 as **Annexure A15**. Consent by way of Affidavits was given by 15 of the Unsecured Loan Creditors amounting to 95.55% is also placed on record at Pg.No.229 - 274 as **Annexure A16** and the Transferor company has sought to *dispense with the meeting*.

IV. UNSECURED TRADE CREDITORS

There is **150 (One hundred and fifty)** Unsecured Trade Creditors. Certificate has been issued by the Chartered Accountant to this effect as on 10.07.2025 is placed along with the application at Pg.No.275 - 279 as **Annexure A17**. The Transferor company has sought to *convene the meeting*.

11. With respect to **RMKV SILKS PRIVATE LIMITED (Transferee Company)**, it is submitted as under:

I. EQUITY SHAREHOLDERS:

There are **7 (Seven)** Equity Shareholders and the List of equity shareholders to this effect as on 10.07.2025 is placed on record as a certificate issued by the Chartered Accountant at Pg.No.404 - 405 as **Annexure A27**. Consent by way of Affidavits was given by all the Equity Shareholders amounting to 100% is also placed on record at Pg.No.406 - 426 as **Annexure A28** and the Transferee company has sought to *dispense with the meeting*.

II. SECURED CREDITORS:



There is **1 (One)** Secured Creditor. Certificate has been issued by the Chartered Accountant to this effect as on 10.07.2025 is placed along with the application at Pg.No.304 as **Annexure A21**. Consent by way of Affidavits was given by all the Secured Creditors amounting to 100% is also placed on record at Pg.No.305 - 320 as **Annexure A22** and the Transferee company has sought to *dispense with the meeting*.

III. UNSECURED LOAN CREDITORS:

There is **30 (Thirty)** Unsecured Loan Creditors. Certificate has been issued by the Chartered Accountant to this effect as on 10.07.2025 is placed along with the application at Pg.No.321 - 323 as **Annexure A23**. Consent by way of Affidavits was given by 16 of the Unsecured Loan Creditors amounting to 94.71% is also placed on record at Pg.No.324 - 376 as **Annexure A24** and the Transferor company has sought to *dispense with the meeting*.

IV. UNSECURED TRADE CREDITORS:

There is **1078 (One thousand and seventy eight)** Unsecured Trade Creditors. Certificate has been issued by the Chartered Accountant to this effect as on 10.07.2025 is placed along with the application at Pg.No.377 - 402 as **Annexure A25**. The Transferor company has sought to *convene the meeting*.

12. Taking into consideration the submissions and the documents on record, this Tribunal issues the following directions: -

A) IN RELATION OF TRANSFEROR COMPANY:

I) With respect to Equity shareholders:



Since it is represented that there are **7 (Seven)** Equity Shareholders in the Company whose consents by way of affidavits forming 100% value have been obtained and are placed on record, the necessity to convene and hold a meeting is *dispensed with*.

II) With respect to Secured Creditors:

Since it is represented that there is **1 (One)** Secured Creditor in the Company whose consents by way of affidavits forming 100% value have been obtained and are placed on record, the necessity to convene and hold a meeting is *dispensed with*.

III) With respect to Unsecured Loan Creditors:

Since it is represented that there are **28 (Twenty eight)** Unsecured Loan Creditors in the Company whose consents by way of affidavits forming 95.55% value have been obtained and are placed on record, the necessity to convene and hold a meeting is *dispensed with*.

IV) With respect to Unsecured Trade Creditors:

Since it is represented that there are **150 (One hundred and fifty)** Unsecured Loan Creditors in the Company who has sought for convening the meeting, this tribunal directs to convene the meeting of Unsecured Trade Creditors on 25.10.2025 at 10.00 P.M at the Registered office address of the Transferor Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices.

B) IN RELATION OF TRANSFEREE COMPANY:



I) With respect to Equity shareholders:

Since it is represented that there are **7 (Seven)** Equity shareholders in the Company whose consents by way of affidavits forming 100% value have been obtained and are placed on record, the necessity to convene and hold a meeting is *dispensed with*.

II) With respect to Secured Creditors:

Since it is represented that there is **1 (One)** Secured Creditors in the Company whose consent by way of affidavit forming 100% value have been obtained and are placed on record, the necessity to convene and hold a meeting is *dispensed with*.

III) With respect to Unsecured Loan Creditors:

Since it is represented that there are **30 (Thirty)** Unsecured Loan Creditors in the Company whose consents by way of affidavits forming 94.71% value have been obtained and are placed on record, the necessity to convene and hold a meeting is *dispensed with*.

IV) With respect to Unsecured Trade Creditors:

Since it is represented that there are **1078 (One thousand and seventy eight)** Unsecured Loan Creditors in the Company who has sought for convening the meeting, this tribunal directs to convene the meeting of Unsecured Trade Creditors on 25.10.2025 at 12.00 P.M at the Registered office address of the Transferee Company or through video conferencing or if not convenient at any other suitable place for which approval shall be sought from this Tribunal within a period of 7 days from the date of this order and prior to the issue of notices.



13. The quorum for the meeting of the Applicant Company shall be as follows:

(a) Transferor Company

S.No.	Class	Quorum
1	Unsecured Trade Creditors	50

(a) Transferee Company

S.No.	Class	Quorum
1	Unsecured Trade Creditors	100

- (i) The Chairperson appointed for the aforesaid meeting shall be Arvind D. (Mobile No. 9600071468). The Fee of the Chairperson for the said meeting shall be Rs.1,50,000/- (Rupees One lakh fifty thousand only) in addition to meeting his incidental expenses. The Chairperson(s) will file the reports of the meeting within a week from the date of holding of the above said meetings.
- (ii) Mr. Ganesh Prabhu, Advocate (Mobile No.9629108956) is appointed as a Scrutinizer and would be entitled to a fee of Rs.75,000/- (Rupees seventy five thousand only) for services in addition to meeting his incidental expenses.
- (iii) In case the quorum as noted above, for the above meeting of the Applicant Companies is not present at the meeting, then the meeting shall be adjourned by half an hour, and thereafter the person(s) present and voting shall be deemed to constitute the quorum. For the purpose of computing the quorum the valid proxies shall also be considered, if the proxy in the prescribed form, duly signed by the person entitled to attend and vote at



the meeting, is filed with the registered office of the applicant companies at least 48 hours before the meeting. The Chairperson appointed herein along with Scrutinizer shall ensure that the proxy registers are properly maintained. However, every endeavour should be made by the applicant companies to attain at least the quorum fixed, if not more in relation to approval of the scheme.

- (iv) The meetings shall be conducted as per applicable procedure prescribed under MCA Circular MCA General Circular Nos. (i) 20/2020 dated 5th May 2020 (AGM Circular), (ii) 14/2020, dated 08.04.2020 (EGM Circular-I) and (iii) 17/2020 dated 13.04.2020 (EGM Circular-II);
- (v) That individual notices of the above said meetings shall be sent by the Applicant Company through registered post or speed post or through courier or e-mail, 30 days in advance before the scheduled date of the meeting, indicating the day, date, the place and the time as aforesaid, together with a copy of scheme, copy of explanatory statement, required to be sent under the Companies Act, 2013 and the prescribed form of proxy shall also be sent along and in addition to the above any other documents as may be prescribed under the Act or rules may also be duly sent with the notice.
- (vi) That the applicant company shall publish advertisement with a gap of at least 30 clear days before the aforesaid meetings, indicating the day, date and the place and time as aforesaid, to be published in the English Daily “Business Standard” (All



India Edition), and “Makkal Kural” Tamil (Tamil Nadu Edition) in Vernacular stating the copies of Scheme, the Explanatory Statement required to be furnished pursuant to Section 230 of the Companies Act, 2013 and the form of proxy shall be provided free of charge at the registered office of the respective Applicant companies.

- (vii) The Chairperson shall as aforesaid be responsible to report the result of the meeting within a period of 3 days of the conclusion of the meeting with details of voting on the proposed scheme.
- (viii) The company shall individually send notice to the Regional Director concerned, MCA, Registrar of Companies, Official Liquidator and the Income Tax Authorities as well as other Sectoral regulators who may have significant bearing on the operation of the applicant companies or the Scheme *per se* along with copy of required documents and disclosures required under the provisions of Companies Act, 2013 read with Companies (Compromises, Arrangements & Amalgamations) Rules, 2016.
- (ix) The applicant company shall further copy of the Scheme free of charge within 1 days of any requisition for the Scheme made by every creditor or member of the applicant companies entitled to attend the meetings as aforesaid.
- (x) The authorized Representative of the Applicant Company shall furnish an affidavit of service of notice of meetings and publication of advertisement and compliance of all directions contained herein at least a week before the proposed meetings.



All the aforesaid directions are to be complied with strictly in accordance with the applicable law including forms and formats contained in the Companies (Compromises, Arrangements & Amalgamations) Rules, 2016 as well as the provisions of the Companies Act, 2013 by the Applicants.

14. Accordingly, the Application stands **allowed** on the aforesaid terms and is **disposed of**.

-Sd-

RAVICHANDRAN RAMASAMY
MEMBER (TECHNICAL)

-Sd-

JYOTI KUMAR TRIPATHI
MEMBER (JUDICIAL)



**NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – II
CHENNAI**

**ATTENDANCE CUM ORDER SHEET OF THE HEARING OF NATIONAL
COMPANY LAW TRIBUNAL, CHENNAI BENCH, HELD ON 08.10.2025 AT
10.30 A.M. THROUGH VIDEO CONFERENCING:**

**PRESENT: SHRI. JYOTI KUMAR TRIPATHI, HON'BLE MEMBER (JUDICIAL)
SHRI. RAVICHANDRAN RAMASAMY, HON'BLE MEMBER (TECHNICAL)**

APPLICATION NUMBER : MA(CA)/1(CHE)2025

PETITION NUMBER : C.A.(CAA)/64(CHE)2025

NAME OF THE APPLICANT : RMKV FABRICS PRIVATE LIMITED

NAME OF THE RESPONDENT(S) : --

UNDER SECTION : Rule 11 NCLT,2016

ORDER

Present: Ld. PCS Mr. Ramanathan for the Applicant.

In this case Applicant sought revised date for convening the meeting of unsecured trade creditors of the Applicant as well as transferor company as only limited time was available consequent to our earlier order. The Applicant sought revised date of 14.11.2025 at Chennai. After hearing the case we find that the meeting shall be conducted at the Registered Office of the company on 14.11.2025 through Hybrid Mode.

Accordingly, **MA(CA)/1(CHE)2025 is disposed of.**

Sd/-

**RAVICHANDRAN RAMASAMY
Member (Technical)**

Sd/-

**JYOTI KUMAR TRIPATHI
Member (Judicial)**

**SCHEME OF AMALGAMATION
BETWEEN
RMKV FABRICS PRIVATE LIMITED
(TRANSFEROR COMPANY)
AND
RMKV SILKS PRIVATE LIMITED
(TRANSFeree COMPANY)**

1. PREAMBLE

RMKV FABRICS PRIVATE LIMITED (“RMKV-FPL”) was incorporated in Tirunelveli in the State of Tamil Nadu on 25th July, 2011, in the name of **RMKV FABRICS PRIVATE LIMITED**. The Company is carrying on business as Manufacturers, producers, processors, makers, converters, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal as drapers and suppliers of readymade garments and clothing of all types and every description and to act as tailors, dress makers cutters and outfitters, makers and suppliers of clothing and garments of every kind and description.

RMKV SILKS PRIVATE LIMITED (“RMKV-SPL”) was incorporated in Tirunelveli in the State of Tamil Nadu on 27th July, 2011 in the name of **RMKV SILKS PRIVATE LIMITED**. To carry on business as Manufacturing, mercerizing, bleaching, dyeing, printing, processing, producing, processing, making, converting, importing, exporting, Trading, buying, selling acting as retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise in clothings, dresses / apparels made of silk yarn, zari, cotton, staple fiber, polyester and other fabrics, wool, synthetic and other materials deal as drapers and suppliers cloth of all types and every description and garments of every kind and description of men, women and children including garments made out of leather, plastics or similar material, hosiery including vests, underwear, socks, stockings, sweaters, laces and dealers of all types of readymade garments, all dresses made of natural, synthetic or blended textiles of all types and description and to carry on the business as designers, manufacturers and sellers of all kinds of leather goods, chappals, shoes, shoe uppers, boots, leather jacket, belts, other accessories and fittings of similar nature, rain wears, umbrellas, all types of wrist watches and toys.

The proposed amalgamation of **RMKV FABRICS PRIVATE LIMITED (“RMKV-FPL”)** with **RMKV SILKS PRIVATE LIMITED (“RMKV-SPL”)** is in line with the global trends to achieve integration and Consolidation of Companies with a view to enhance shareholders’ wealth and for reducing compliance and administrative formalities.

The combination of the operations will create a unique level of integration and will enable substantial savings in cost and will enhance the value of the Company. The Amalgamation will also enhance the scale and synergy of operations thereby providing significant impetus to the growth of the companies. The amalgamated Company will have the benefit of the combined reserves, assets and cash flows of the Companies. The combined resources of the amalgamated Company will be conducive to enhance its capabilities to face competition in the market place more effectively. If the said Companies are merged there will be greater cost benefits and economies, which will accrue to the amalgamated company. Both the Transferor and the Transferee Companies will reap the following benefits if the proposed amalgamation takes place.

1. *Result in improved shareholder value for both the Companies by way of improved financial structure and cash flows, increased asset base and stronger consolidated revenue and profitability and higher net worth of combined entity.*
2. *Consolidation of Companies and Increase Shareholder’s wealth*
3. *Minimize ongoing compliance and administrative formalities*

After extensive discussions and deliberations, the Board of Directors of the Companies has decided to amalgamate **RMKV FABRICS PRIVATE LIMITED (“RMKV-FPL”)** with **RMKV SILKS PRIVATE LIMITED (“RMKV-SPL”)** which not only benefits the Companies but also its shareholders, employees and customers.

The Scheme is divided into the following parts:

Part I, which deals with definitions.

Part II, which deals with amalgamation of **RMKV-FPL with RMKV-SPL**

Part III, which deals with the general terms and conditions applicable to the entire Scheme.

Part II and Part III shall be given effect chronologically in the same order as set out above.

PART – I

1. DEFINITIONS

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

1.1 “**Transferor Company**” means **RMKV Fabrics Private Limited (“RMKV-FPL”)** a Company incorporated under the Companies Act, 1956 and having its Registered Office at 176-F, Trivandrum Road, Vannarpettai, Tirunelveli - 627003, Tamil Nadu

1.2 “**Transferee Company**” means **RMKV SILKS PRIVATE LIMITED (“RMKV-SPL”)** a company incorporated under the Companies Act, 1956 having its Registered Office at 176-F, Trivandrum Road, Vannarpettai, Tirunelveli - 627003, Tamil Nadu.

1.3 “**Act**” means the Companies Act, 2013 and the relevant rules made there-under.

1.4 “**Appointed Date**” means the date from which this Scheme shall become operative viz. **1st April, 2025** or if the Boards of Directors of the Transferor Company and the Transferee Company **require any other date prior or subsequent to 1st April, 2025 and/or the NCLT and/or Central Government** modifies the Appointed Date to other date, then such other date shall be the Appointed Date.

1.5 “**Effective Date**” means the last of the dates on which the Order of the NCLT and/or Central Government sanctioning the Scheme of Amalgamation is filed by Transferor Company and Transferee Company with Registrar of Companies, Chennai, Tamil Nadu. Any references in this Scheme to the date of “**coming into effect of the Scheme**” or “**effectiveness of this Scheme**” or “**Scheme taking effect**” shall mean the Effective Date.

1.6 “**NCLT**” includes the National Company Law Tribunal, Chennai Bench & the National Company Law Appellate Tribunal (“**NCLAT**”) constituted under the Companies Act, 2013 and authorized as per the provisions of the Companies Act, 2013 for approving any Scheme of Arrangement, Compromise or Reconstruction of Companies under Sections 230 to 240 of the Companies Act, 2013 and any other applicable provisions of Companies Act, 2013 subject to any additional compliance/procedures as provided.

1.7 “**Record Date**” means the date or dates to be fixed by the Board of Directors of the Transferee Company or any Committee thereof in consultation with the Board of Directors of the Transferor Company for the purpose of issue of shares to the shareholders of the Transferor Company pursuant to this Scheme.

1.8 “**Scheme**” or “**Scheme of Amalgamation**” means this Scheme of Amalgamation as submitted in the present form to the National Company Law Tribunal and/or Central Government together with any modification(s) approved or imposed or directed by the National Company Law Tribunal and/or Central Government.

1.9 “**Undertaking**” in relation to the Transferor Company shall mean and include all the undertakings (including immovable properties of the Transferor Company with details as given in **Schedule “A”** to this Scheme of Amalgamation) and businesses of the Transferor Company as a going concern comprising.

- (a) all the assets and properties of the Transferor Company as on the Appointed Date;
- (b) all debts, liabilities, duties, responsibilities and obligations of the Transferor Company as on the Appointed Date;
- (c) Without prejudice to the generality of the above, the assets and properties of the Transferor Company shall include the entire business and all rights, privileges, powers and authorities and

all property, movable or immovable real, corporeal or incorporeal, in possession or reversion, present or contingent of whatever nature and whosoever situate, including fixed assets, capital work in progress, current assets, investment of all kind, approvals, permissions, consents, exemptions, registrations, no-objection certificates and certifications, permits, quotas, rights, entitlements, tenancies, roof rights, trademarks, service marks, know-how, technical know-how, trade names, descriptions, trading style, franchises, labels, label designs, colour schemes, utility models, holograms, bar codes, designs, patents, copyrights, privileges and any rights, title or interest in intellectual property rights, benefits of security arrangements, contracts, agreements and all other rights including lease rights, licenses including those relating to trademarks, or service marks, easements, advantages, exemptions, benefits, powers and facilities of every kind, nature and description whatsoever of the Transferor Company or to which the Transferor Company is entitled including right to use of telephones, telex, facsimile connections and installations, electricity, power lines, communication lines and other services, reserves, deposits, provisions, funds, subsidies, grants, tax credits, and any accretions or additions arising to any of the foregoing after the Appointed Date; and

- (d) All the debts, liabilities, duties, responsibilities and obligations of Transferor Company shall include all obligations of whatsoever kind including liabilities for payment of gratuity, provident fund, service tax and other statutory dues, if any.

1.10 “**SHARE EXCHANGE RATIO**” shall have the meaning ascribed to it in Part II, Section 10, Sub-section 1 (a).

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

PART – II

AMALGAMATION OF RMKV FABRICS PRIVATE LIMITED (“RMKV-FPL”) WITH RMKV SILKS PRIVATE LIMITED (“RMKV-SPL”)

SECTION-1: SHARE CAPITAL AND MAIN OBJECTS OF RMKV FABRICS PRIVATE LIMITED (“RMKV-FPL”) –TRANSFEROR COMPANY

RMKV FABRICS PRIVATE LIMITED (“RMKV-FPL”) (Transferor Company) was incorporated in Tirunelveli in the State of Tamil Nadu on 25th July, 2011 with CIN: U52300TN2011PTC081630.

As per the latest Financial Statement as on 31.03.2025, the Share Capital of **RMKV FABRICS PRIVATE LIMITED (“RMKV-FPL”)** is as under:

Details of Share Capital	Amount (inRs.)
Authorised Share Capital: 2,50,000 Equity Shares of Rs.10/- each	25,00,000/-
Issued, Subscribed and Paid-up Capital: 1,55,000 Equity Shares of Rs.10/- each	15,50,000/-

Subsequent to 31.03.2025, there has been no change in Authorised, Issued and Subscribed and Paid-up Share Capital of (“RMKV-FPL”).

“**RMKV-FPL**” was mainly incorporated *inter-alia*:

1. To carry on the business as Manufacturers, producers, processors, makers, converters, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal as drapers and suppliers of readymade garments and clothing of all types and every description and to act as tailors, dress makers cutters and outfitters, makers and suppliers of clothing and garments of every kind and description of men, women and children, including garments made out of leather, plastic or similar material, hosiery including vests, underwear, socks,

stockings, sweaters, laces and dealers of all types of readymade garments, all dresses made of natural, synthetic or blended textiles of all types and description.

2. To carry on business as Manufacturers, procedures, processors, makers, inventors, converters, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preserves, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in all kind of carpets, durries, mats, rugs, blankets, shawls, tweeds, linens, flannels and all other articles of woolen and worsted materials.
3. To carry on business as Manufacturing, mercerising bleaching, dyeing, printing and selling silk zari, yarn, cotton, staple fiber, polyster, cloth and other fabrics made from raw silk, cotton, jute, wool synthetic and other suitable materials and generally to carry on the business of Spinning and Weaving, doubling, conversion, manufacture, market and trade in garments, apparals and madeups.
4. To carry on the business as designers, manufacturers and sellers of all kind of leather goods, chappals, shoes, shoe uppers, boots, leather jacket, belts, other accessories and fittings of similar nature, rainwear and umbrellas.

SECTION-2: SHARE CAPITAL AND MAIN OBJECTS OF RMKV SILKS PRIVATE LIMITED (“RMKV-SPL”)–TRANSFEEECOMPANY

RMKV SILKS PRIVATE LIMITED (“RMKV-SPL”) (Transferee Company) was incorporated in Tirunelveli the State of Tamil Nadu on **27th July, 2011** with CINU52320TN2011PTC081680

As per the latest Financial Statement as on 31stMarch 2025, the share capital of **RMKV SILKS PRIVATE LIMITED (“RMKV-SPL”)** is as under:

Details of Share Capital	Amount (inRs.)
Authorised Share Capital: 5,00,000 Equity Shares of Rs.10/- each	50,00,000/-
Issued, Subscribed and Paid-up Capital: 2,00,000 Equity Shares of Rs.10/- each	20,00,000/-

Subsequent to 31.03.2025, there has been no change in Authorised, issued, Subscribed and Paid-up Share Capital of RMKV-SPL.

RMKV SILKS PRIVATE LIMITED (“RMKV-SPL”) was mainly incorporated *inter alia*:

1. To carry on business as Manufacturing, mercerizing, bleaching, dyeing, printing, processing, producing, making, converting, importing, exporting, trading, buying, selling acting as retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in clothings, dresses / apparels made of silk yarn, zari, cotton, staple fiber, polyester and other fabrics, wool, synthetic and other materials, deal as drapers and suppliers of readymade garments and clothing of all types and every description and to act as tailors, dressmakers, cutters , outfitters, makers and suppliers of clothing and garments of every kind and description of men, women and children, including garments made out of leather, plastics or similar material, hosiery including vests, underwear, socks, stockings, sweaters, laces and dealers of all types of readymade garments, all dresses made of natural, synthetic or blended textiles of all types and description and to carry on the business as designers, manufacturers and sellers of all kinds of leather goods, chappals, shoes, shoe uppers, boots, leather jacket, belts, other accessories and fittings of similar nature, rain wears, umbrellas all types of wristwatches and toys. (Amended at the EGM dated 28th February, 2025)
2. To carry on business as Manufacturers, producers, processors, makers, inventors, converters, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, subagents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in all kinds of carpets, durries, mats, rugs, blankets, shawls, tweeds, linens, flannels and all otherarticles of woolen and worsted materials.
3. To carry on the business of manufacturing, twisting, mercerizing, bleaching, dyeing, printing and selling silk, zari making, yarn, cotton, staple fiber, polyester, cloth and other, fabrics made from raw silk, cotton, jute, wool, synthetic and other suitable materials and generally to carry on the business of Spinning and Weaving, twisting, doubling, conversion, manufacture, market and trade in garments,

apparels and made ups, purchase, sell and other wise deal in all kinds of cotton yarn, waste cotton / yarn, hand loom textiles, cloth, fabrics and garments made out of all kinds of organic and synthetic material.

4. To carry on the business as designers, manufacturers and sellers of all kinds of leather goods, chappals, shoes, shoe uppers, boots, leather jacket, belts, other accessories and fittings of similar nature, rainwear and umbrellas.

SECTION 3 - TRANSFER OF ASSETS

- (a) With effect from the appointed date and upon the Scheme becoming effective, whole of the assets and properties, both movable and immovable, investments, rights, title and interests comprised in the Undertaking of the Transferor Company shall pursuant to the Scheme being sanctioned by the National Company Law Tribunal/ Central Government under Sections 230 to 240 of the Companies Act, 2013 and without any further act or deed be transferred to, and vested in, or deemed to have been transferred to, and vested in, the Transferee Company so as to become as and from the Appointed Date, the estate, assets, rights, title, goodwill and interests of the Transferee Company. With effect from the Appointed Date and upon the Scheme becoming effective and without any further act or deed, the Transferee Company shall derive all the rights in respect of immovable properties of Transferor Company and to change those properties in its name in revenue records and the rights conferred through this Scheme shall among other things include rights to deal with Revenue Department, Local Planning Authority (LPA), City Corporation, Municipal Corporation, Local body, registering authority or any other agencies and the Transferee Company shall have all the rights to deal with departments, Local Bodies concerned for Plan Approval, Extension of Permit after the amalgamation of the Transferor Company with Transferee Company.
- (b) With effect from the Appointed Date and upon the Scheme becoming effective, all rights and licenses relating to trademarks, know-how, technical know-how, software, trade names, descriptions, trading style, franchises, labels, label designs, colour schemes, utility models, holograms, bar codes, designs, patents, copyrights, privileges and any rights, title or interest in intellectual property rights (including applications submitted to the registration authorities on or before the Effective Date by the Transferor Company), tenancies with the consent of the landlord wherever necessary, powers, facilities of every kind and description of whatsoever nature in relation to the Undertaking of the Transferor Company to which the Transferor Company is a party or to the benefit of which the Transferor Company may be entitled / eligible and which are subsisting or have effect immediately before the Appointed Date, shall be in full force and effect on, or against, or in favour of, the Transferee Company as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.
- (c) The transfer/vesting, as aforesaid, shall be subject to existing as may be subsisting charges/hypothecation/mortgage (if any) over or in respect of the said assets or any part thereof. Provided, however, that any reference in any security documents or arrangements to which the Transferor Company is a party, to such assets of the Transferor Company offered or agreed to be offered as security for any financial assistance both availed and to be availed up to any limit for which sanctions have already been obtained by the Transferor Company shall be construed as reference only to the assets pertaining to the Transferor Company as are vested in the Transferee Company by virtue of this Clause to the end and intent that such security, mortgage and/or charge shall not extend or be deemed to extend to any of the assets or to any of the other units or divisions of the Transferee Company, unless specifically agreed to by the Transferee Company with such secured creditors.
- (d) In particular, with effect from the Appointed Date and upon the Scheme becoming effective, all licenses, sanctions, consents, authorization, approvals and permissions (whether statutory or otherwise) of the Transferor Company pertaining to the conduct of its business (including, without limitation, benefits, remissions, special reservations) available to the Transferor Company, under any extant law including but not limited to revenue laws, shall vest in the Transferee Company and the concerned licensors and grantors of such approvals or permissions, shall endorse and record the Transferee Company on such approvals and permissions so as to empower and facilitate the approval and vesting of the Undertaking of the Transferor Company in the Transferee Company without hindrance or let from the Appointed Date.
- (e) All assets and properties as are moveable in nature, including investments, or are otherwise capable of transfer by physical delivery or by endorsement and delivery, shall stand so transferred by the Transferor Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company accordingly and such transfer shall be deemed to have taken place at the Registered Office of the Transferee Company in the State of Tamil Nadu.

- (f) All debts, outstanding and receivables of the Transferor Company shall accordingly, on and from the Appointed Date and upon the Scheme becoming effective, stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (though the Transferee Company may if it deems appropriate, give notice to the debtors that the debts stand transferred and vested in the Transferee Company) and the debtors shall be obliged to make payment to the Transferee Company after the Effective Date.
- (g) From the "Effective Date" and till such time the names of the bank accounts of the Transferor Company are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of the Transferor Company, in so far as may be necessary.
- (h) The Transferor Company shall have taken all steps as may be necessary to ensure that vacant, lawful, peaceful and unencumbered possession, right, title, interest of its immovable property is given to the Transferee Company.

SECTION 4-TRANSFER OF LIABILITIES

- (a) With effect from the Appointed Date and upon the Scheme becoming effective, all debts (whether secured or unsecured), liabilities (including contingent liabilities), taxes, duties and obligations of every kind, nature and description of the Transferor Company along with any charge, encumbrance, lien or security thereon shall also be vested and stand transferred to and be deemed to be and stand vested in the Transferee Company without any further act, or instrument or deed pursuant to the Scheme being sanctioned by the National Company Law Tribunal/Central Government under Sections 230 to 240 of the Companies Act, 2013 so as to become the debts, liabilities, duties and obligations of the Transferee Company from the Appointed Date and further that 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 clause.
- (b) To the extent that there are any loans, out standings or balances due from the Transferor Company to the Transferee Company or *vice versa* the obligations in respect thereof shall be extinguished upon the merger of interest between the creditor and debtor and corresponding effect shall be given in the books of account and records of the Transferee Company.
- (c) Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
- (d) All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme, pursuant to the provisions of Sections 230 to 240 of the Companies Act, 2013, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- (e) All estates, assets, rights, title, goodwill, interests and authorities accrued to and/or acquired by the Transferor Company in relation to or in connection with the Undertaking after the Appointed Date and prior to the Effective Date shall have been deemed to have been accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of this Scheme, pursuant to the provisions of Sections 230 to 240 of the Companies Act, 2013, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the estates, assets, rights, title, interests and authorities of the Transferee Company.

SECTION 5 - CONTRACTS AND INTELLECTUAL PROPERTY RIGHTS

- (a) With effect from the Appointed Date and subject to the provisions of this Scheme and upon the Scheme becoming effective, all Contracts, Deeds, Bonds, Agreements, Schemes, Arrangements and other Instruments (including all Tenancies, Leases, Licenses, Joint Ventures, Power of Attorneys and other assurances in favour of the Transferor Company or powers or authorities

granted by or to it of whatsoever nature in relation to the Undertaking of the Transferor Company to which the Transferor Company is a party or to the benefit of which the Transferor Company may be entitled/eligible, and which are subsisting or have effect immediately before the Appointed Date, shall be in full force and effect on, or against, or in favour of, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, at any time prior to the Effective Date, wherever necessary, enter into, and/or issue and/or execute deeds, writings, confirmations, any tripartite arrangements or notations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.

- (b) For the avoidance of all doubt, it is expressly made clear that the dissolution of the Transferor Company without the process of winding up as contemplated hereafter, shall not affect the previous operation of any Contract, Agreement, Joint Venture, Deed or any Instrument or the like to which the Transferor Company is a party or is the beneficiary of (as the case may be) and any reference in such Agreements, Contracts, Joint Ventures, Deeds and Instruments to the Transferor Company shall be construed as reference only to the Transferee Company with effect from the Appointed Date.
- (c) As a consequence of the amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme, the recording of change in name from the Transferor Company to the Transferee Company, whether for the purposes of any Licence, Permit, Approval or any other reason, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority without the requirement of payment of any transfer or registration fee or any other charge or imposition whatsoever.
- (e) For the removal of doubts, it is expressly made clear that the dissolution of the Transferor Company without the process of winding up as contemplated hereinafter, shall not, except to the extent set out in the Scheme, affect the previous operation of any Contract, Joint Venture, Agreement, Deed or any Instrument or beneficial interest to which the Transferor Company is a party thereto and shall not affect any right, privilege, obligations or liability, acquired, or deemed to be acquired prior to Appointed Date and all such references in such Agreements, Contracts and Instruments to the Transferor Company shall be construed as reference only to the Transferee Company with effect from the Appointed Date.

SECTION 6- LEGAL PROCEEDINGS

- (a) On and from the Appointed Date and upon the Scheme becoming effective, all suits, actions and other legal proceedings by or against the Transferor Company under any statute or otherwise, whether pending, or arising, before the Appointed Date shall be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been pending and/or arising by or against the Transferee Company.
- (b) The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in sub-clause (a) above transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

SECTION 7 - EMPLOYEES

Upon the coming into effect of this Scheme:

- (a) All permanent employees of the Transferor Company as on the Effective Date shall as from such date, become employees of the Transferee Company in such position, rank and designation as may be determined by the Transferee Company with the benefit of continuity of service and such that the terms and conditions of their employment with the Transferee Company are not less favorable than those applicable to them as employees of the Transferor Company on such date. With regard to provident fund, gratuity fund, or any other special fund created or existing for the benefit of such employees of the Transferor Company, from the Effective Date the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever in relation to the administration or operation of such fund or funds and 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 or other documents provided that if the Transferee Company considers it desirable for the smooth administration, management, operation and uniformity of such funds, the same may be merged with similar funds of the Transferee Company. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes or funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of the aforesaid schemes, funds and trusts.
- (b) In the event that trustees are constituted as holders of any securities, trust funds or trust monies, in relation to any provident fund trust, gratuity fund trust or superannuation fund trust of the Transferor Company, such funds shall be transferred by such trustees of the trusts of the Transferor Company, to separate trusts and the trustees of the Transferee Company set up for the same purpose and object and shall be deemed to be a transfer of trust property from one set of trustees to another set of trustees in accordance with the provisions of the relevant Labour Laws, Indian Trusts Act, 1882, and the Income Tax Act, 1961 and relevant Stamp Legislations as applicable provided that if the Transferee Company considers it desirable for the smooth administration, management, operation and uniformity of such trusts of the Transferor Company, the same may be merged with similar trusts of the Transferee Company. Appropriate Deeds of Trusts and/or documents for transfer of trust properties shall be simultaneously executed upon the sanction of the Scheme in accordance with the terms hereof by the Trustees of such Trusts in favour of the Trusts of the Transferee Company so as to continue the benefits of the employees. The provident fund Trust, Gratuity Fund Trust or Superannuation Fund Trust of the Transferor Company shall continue to hold such securities, Trust Funds and/or Trust monies as hitherto fore, till such time as the transfer to the Trustees of the Transferee Company Employee Trust is made.
- (c) The Transferee Company undertakes to continue to abide by any agreement(s)/ settlement(s) entered into by the Transferor Company with any employees of the Transferor Company. The Transferee Company agrees that for the purpose of payment of any retrenchment, compensation, gratuity and other terminal benefits, the past services of such employees with the Transferor Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.
- (d) The Transferor Company shall not vary, except in the ordinary course of business, the terms and conditions of the employment of their employees without the consent of the Board of Directors of the Transferee Company.

SECTION 8 - BUSINESS AND PROPERTY IN TRUST FOR THE TRANSFEE COMPANY:

With effect from the Appointed Date and up to and including the Effective Date:

The Transferor Company shall carry on its business activities with due diligence and business prudence and shall conduct its business in the ordinary course consistent with past practice.

Until the Effective Date and subject to such consents as may be necessary:

- (i) The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking of the Transferor Company on account of and in trust for the Transferee Company; and
- (ii) all the profits or incomes accruing or arising to the Transferor Company or expenditure or losses

incurred by the Transferor Company shall for all purposes be treated and be deemed to be and accrue as profits or incomes or expenditure or losses of the Transferee Company.

- (iii) The Transferee Company shall also be entitled, pending the sanction of the Scheme, to apply to the Central Government, State Government, and all other Agencies, Departments and Statutory Authorities concerned, wherever necessary, for such Consents, Approvals and Sanctions which the Transferee Company may require including the registration, approvals, exemptions, reliefs, etc., as may be required / granted under any law for time being in force for carrying on business of Transferor Company by the Transferee Company.
- (iv) The Transferor Company shall carry on their business activities with due diligence and business prudence and shall not undertake any additional financial commitments, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its subsidiaries, or sell, transfer, alienate, charge, mortgage or encumber or deal with the undertaking, save and except, in each, in the following circumstances:
 - (a) if the same is in the ordinary course of business as carried on by it as on the date of filing this Scheme with the National Company Law Tribunal/Central Government; or
 - (b) if the same is required for this Scheme; or
 - (c) if the same is expressly permitted by this Scheme; or
 - (d) if written consent of transferee company has been obtained.
 - (e) Pending sanction of the Scheme, the Transferor Company shall not make any change in their respective capital structure either by any increase, (by issue of equity shares on a rights 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 Exchange Ratio, except by mutual consent of the respective Boards of Directors of the Transferor and Transferee Company or as may be expressly permitted under this Scheme.

SECTION 9 – ACCOUNTING TREATMENT

- a. Upon the Scheme becoming effective, with effect from the Appointment Date for the purpose of accounting for and dealing with the value of assets and liabilities of the Transferor Company, the Transferee Company shall account for the amalgamation in accordance with the accounting for Common Control Transactions in accordance with applicable Accounting Standards notified under the provisions of the Act, read with relevant rules framed thereunder.
- b. The Transferee Company shall record the assets, liabilities and reserves relating to the Transferor Company vested in it pursuant to this Scheme, at their respective carrying amounts.
- c. The identity of the reserves of the Transferor Company if any, shall be preserved and they shall appear in the financial statements of the Transferee Company in the same form and manner in which they appeared in the financial statements of the Transferor company.
- d. Upon coming into effect of this Scheme, to the extent that there are inter-company loans, advances, deposits balances or other obligations as between the Transferor Company and the Transferee Company, 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 for reduction of any assets or liabilities, as the case may be. Further no interest shall be provided on loans and advances or any outstanding loans and advances, if any, after Appointed Date. All inter party transactions between the Transferor Company and the Transferee Company shall be treated as intra party transactions for all purposes and intercompany balances shall stand cancelled.
- e. The shares held by Transferee Company in Transferor Company and *vice versa* shall stand cancelled and there shall be no further obligation in that behalf.
- f. In case of any difference in Accounting Policy between the Transferor Company and the Transferee Company, the Accounting Policies followed by the Transferee Company shall prevail and the difference till Appointed Date would be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the Financial position on the basis of consistent accounting policy.

- g. For any matter arising in connection with the accounting treatment, the Board of Directors of Transferor Company and Transferee Company would deal with the same in consultation with the experts on the said matter.

SECTION 10 - ISSUE OF EQUITY SHARES BY THE TRANSFEREE COMPANY

SUB-SECTION 1 CONSIDERATION

- (a) Upon the Scheme becoming finally effective, in consideration of the transfer and vesting of the undertaking of the Transferor Company in the Transferee Company in terms of this Scheme, the Transferee Company shall subject to the provisions of this Scheme and without any further application or action or deed, issue at par and allot to the shareholders of the Transferor Company whose names are found in the Register of Members of the Transferor Company on a date after the effective date to be fixed by the Board of Directors of the Transferee Company (hereinafter called the "Record Date") as per the recommended exchange ratio on the basis of the fair valuation of the equity shares of the Transferee Company and the equity shares of the Transferor Company in the following manner:

1.18 Equity Share of Rs.10/- each of Transferee Company for every 1 Equity Share of Rs.10/- each held in Transferor Company, i.e., 1,82,900 fully paid-up equity share of face value of Rs.10 each of Transferee Company should be issued for 1,55,000 fully paid-up equity share of face value of Rs.10 each held in the Transferor Company.

Fractional entitlements, if any, will be dealt in the manner specified in Part II, Section 10, Sub-section 2, Clause (c) of this Scheme of Amalgamation.

- (b) Upon the Equity Shares being issued and allotted, as aforesaid by the Transferee Company, the Equity Shares issued by the Transferor Company and held by their shareholders, shall be deemed to have been automatically cancelled and be of no effect.

SUB-SECTION 2 –NEW EQUITY SHARES

- a) The new equity shares to be 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 *inter-se* rank *pari passu* in all respects with the existing equity shares of the Transferee Company, including in respect of voting rights and dividend, if any, that may be declared by the Transferee Company on or after the Effective Date.
- (b) The shares and share certificates of the Transferor Company held by the members of the Transferor Company shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and non-negotiable and be of no effect on and from the Record Date.

(c) Fractional Entitlement:

No fractional certificates shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the shareholders of the Transferor Company are entitled on the issue and allotment of equity shares by the Transferee Company in accordance with this Scheme. The Board of Directors of the Transferee Company shall instead round off such equity shares to the nearest number and issue those equity shares to the concerned shareholders of the Transferor Company.

SUB SECTION3 - DECLARATION OF DIVIDEND:

- (a) With effect from the date of filing of this Scheme with the National Company Law Tribunal/Central Government and up to and including the Effective Date, the Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective equity shareholders as on the respective record dates for the purpose of dividend. Provided that the Transferor Company shall declare a dividend only after obtaining the prior permission of the Transferee Company and the shareholders of the Transferor Company shall not be entitled to dividends, if any, declared by the Transferee Company prior to the "Effective Date".
- (b) Until coming into effect of this Scheme, the holder of equity shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including their right to receive dividend.
- (c) It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company and / or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Directors of the Transferor Company and the Transferee Company and subject, wherever necessary

to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.

PART III

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE ENTIRE SCHEME

SECTION 1 - DISSOLUTION OF THE TRANSFEROR COMPANY:

- (a) Upon coming into effect of this Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and 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 added and shall constitute the aggregate of the said limits in the Transferee Company.
- (b) The Transferor Company and the Transferee Company shall, with reasonable dispatch, apply to the National Company Law Tribunal/Central Government for necessary Orders or Directions for holding meetings of the members of the Transferor Company and the Transferee Company for sanctioning this Scheme of Amalgamation under Sections 230 to 240 of the Companies Act, 2013 or for dispensing the holding of such meetings and Orders under Section 230 of the Companies Act, 2013, for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.
- (c) Subject to an Order being made by the National Company Law Tribunal/Central Government under Sections 230 to 240 of the Companies Act, 2013, the Transferor Company shall be dissolved without the process of winding up on the Scheme becoming effective in accordance with the provisions of the Act and the Rules made there under.

SECTION 2 - APPROVALS AND MODIFICATIONS:

- (a) The Transferor Company and the Transferee Company may jointly assent from time to time on behalf of all persons concerned to any modifications or amendments or additions to the Scheme or to any conditions or limitations which the National Company Law Tribunal and/or the other competent authorities, if any, under any law, may deem fit and approve of or impose and which the Transferor Company and the Transferee Company may in their discretion deem fit and may resolve all doubts or difficulties that may arise for carrying out the Scheme and do and execute all acts, deeds, matters and things necessary for bringing the Scheme into effect. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by their respective Board of Directors, a Committee of the concerned Board or any Director (hereafter referred as the "delegates").
- (b) For the purpose of giving effect to the Scheme or any modifications or amendments thereof or additions thereto the delegate(s) of the Transferor Company and the Transferee Company may jointly give and are hereby authorised to determine and give all such directions as are necessary including directions for settling or removing any difficulties towards implementation of the sanctioned Scheme, as the case may be, which shall be binding on all parties in the same manner as if the same were specifically incorporated in the Scheme.
- (c) The Transferor Company and the Transferee Company acting through their respective Board of Directors or other persons, duly authorized by their respective board in this regard, shall be authorized, to take such steps, as may be necessary, desirable or proper to resolve any doubts, difficulties or questions that may arise, whether by reason of any order of the National Company Law Tribunal or of any directive or order of Central Government or any other authorities or otherwise, in connection with this Scheme and/or matters concerning or connected therewith.
- (d) If any part of this Scheme hereof is ruled illegal or invalid by or is not sanctioned by any National Company Law Tribunal or Central Government or is unenforceable under present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in the Scheme, as will best preserve for the parties the benefits and obligations of the Scheme, including but not limited to such part or provision.
- (e) This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are

found or interpreted to be inconsistent with the provisions of the said Section of the Income Tax Act, 1961, at a later date including resulting from an amendment of Law or for any other reason whatsoever, the provisions of the said Section of the Income Tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961.

SECTION 3 - SCHEME CONDITIONAL UPON

This Scheme is conditional upon the following approvals / events and the Scheme shall be deemed to be effective on obtaining last of the following approvals and the occurrence of the last of the following events:

- (a) The approval of the Scheme by the requisite majority of the members of the Transferor Company and Transferee Company respectively as required under Sections 230 to 240 of the Companies Act, 2013;
- (b) The approval of the Scheme by the requisite majority of the creditors of the Transferor Company and Transferee Company respectively;
- (c) The sanction of the Scheme by the National Company Law Tribunal/ Central Government under Sections 230 to 240 of the Companies Act, 2013 and other applicable provisions of the Act, Rules and Regulations;
- (d) Certified copies of the National Company Law Tribunal/ Central Government Orders being filed with the Registrar of Companies concerned by the respective companies. The Scheme shall become operative on the date or the last of the dates on which the certified copies of the Orders of the National Company Law Tribunal sanctioning the Scheme are filed by the Transferor Company and the Transferee Company with the respective Registrar of Companies and such date shall be known as the Effective Date.
- (e) Compliance with such other conditions as may be imposed by the National Company Law Tribunal/ Central Government

SECTION 4 - COSTS, CHARGES AND EXPENSES

Upon the Scheme becoming effective, all costs, charges, taxes, levies and all other expenses, if any, of the Transferor Company and the Transferee Company arising out of/ or incurred after the Effective Date for carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company (save as otherwise expressly agreed).

SECTION 5 - SANCTION AND APPROVALS NOT FORTHCOMING

- a. In the event of this Scheme failing to take effect as may be agreed by the respective Boards of Directors of the Transferor Company and the Transferee Company, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred *inter se* by the parties or their Shareholders or Creditors or Employees or any other person. In such case each Company shall bear its own costs or as may be mutually agreed.
- b. Save and except in respect of any act or deed done prior thereto as is contemplated hereunder, or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in Law, the Scheme shall stand revoked, cancelled and be of no effect if the events or sanctions and approvals referred to in Part III Section 3 have not occurred.

SCHEDULE "A"

DETAILS OF IMMOVABLE ASSETS OF RMKV FABRICS PRIVATE LIMITED (TRANSFEROR COMPANY) GETTING AMALGAMATED, TRANSFERRED TO RMKV SILKS PRIVATE LIMITED (TRANSFEEE COMPANY) PURSUANT TO THIS SCHEME OF AMALGAMATION:

Property No.1

Land and building situated at Municipal Nos.26 and 26/1, clubbed as Municipal No.26/1, situated in Industrial Suburb, 'A' Block, Subramanya Nagar, Municipal Ward No.9, Rajajinagar Extension, (Malleswaram West), Bangalore District, within the Registration Sub-District of Bangalore Village, comprised in Survey Nos. with details as given below

S. No.	Survey No.	Extent	Nature of Property
1.	Municipal no 26/1	Flat no 1205 in Twelfth Floor in "A wing Andromeda" in "Brigade Gateway " with an area of 2020 Sq Ft	Apartment in Brigade Gateway

Property No.2

All the piece and parcel of property admeasuring an extent of 3,156.55 Sq. Meters (78 cents) of land bearing Survey No. 933/1 and 933/2, Town SurveyNo.55 and T.S. No.8/3, Ward No. AY, Block No.27, Situated at Palayamkottai Village, Corporation Ward No.8, Trivandrum Road, Thachanallur Zone, Palayamkottai Taluk, Tirunelveli District within the Registration District of Tirunelveli, The Registration Sub District of Palayamkottai and Sub-Registrar Office of Palayamkottai.

S. No.	Survey No.	Extent in Acres	Nature of Property	Boundaries
1.	933/1 & 933/2. Town Survey No. 55 and T. S. No. 8/3	78 cents (3,156.55 Sq. Meters)	Land	North by: Survey No.74/1 South by: Survey No.88 East by: Survey No.932 West by: Survey No. 934, 935 & 87(p)

Property No.3

Land situated at Coimbatore Taluk Dr. Nanjappa Road, Door No. 479, and in Kalinkarayan Street, Door No. 21A & 21B in Old T. S. No.9/158/1B Part, new T. S. No. 9/158/15 Part, Block No.7, Ward No.9 Coimbatore within the Registration District of Coimbatore, The Registration Sub District of Coimbatore Taluk and Sub-Registrar Office of Coimbatore Town

S. No.	T. S. No.	Extent in Acres	Nature of Property	Boundaries
1.	Old T. S. No.9/ 158/ 1B Part New T. S. No. 9/ 158/ 15 Part	43,123 Sqt or 99 Cents and 8.5 sft. in this an extent of 12,766 sq.ft. or 29.30 Cents	Land	North by: Property mentioned in Schedule B above South by: Properties of N. Mahalingam & Company and Bank of Baroda East by: Asoka Building & item 3 Mentioned below West by: Property of Bank of Baroda
2.	Old T. S. No.9/ 158/ 1B Part New T. S. No. 9/ 158/ 15 Part	43,123 Sqt or 99 Cents and 8.5 sft. in this an extent of 5,872 sq.ft. or 13.48 Cents	Land	North by: Houses of Advocate Late Mr. C. S. Malikarjunan & Auditor Mr. Rajamani and Central Bus Stand South by: Property shown as Schedule B above East by: Central Bus Stand West by: Kalingarayar Street

sProperty No.4

Land situated at Coimbatore Taluk Block No.7, Dr. Nanjappa Road, Coimbatore - 9, Coimbatore Town, Ward No. 9, Old No. 9/236, then 9/158/1B Part, A4 and now T. S. No. 9/158/19, Block No.7, within the

Registration District of Coimbatore, The Registration Sub District of Coimbatore Taluk and Sub-Registrar Office of Coimbatore Town

S. No.	T. S. No.	Extent in Acres	Nature of Property	Boundaries
1.	T. S. No.9/ 158/ 1B Part A4 and now T. S. No. 9/ 158/ 19	30 ft wide towards east - west road up to a distance of 226 ft. totaling 6,780 sq.ft.	Land	North by: Asoka Plaza Building and South by: The properties of n. Mahalingam & Co. East by: Dr. Nanjappa Road West by: Property mentioned as Item 1 in Schedule C above

Property No.5

The Vacant site situated at Thiruvannamalai District, Cheyar Registration District, Arani Sub Registrar Office, Arani Tk, Mullipattu Village, S.No.112/11 4117.65 sq.feet out of Acre 1.00 within D.R.S. Nagar

S. No.	T. S. No.	Extent in Acres	Nature of Property	Boundaries
1.		4117.65 sq.feet out of Acre 1.00	Land	North by: Silvalingam land, South by: Padavedu Main Road East by: Plot No.17 to Plot 28 West by: RMKV Group K. Sivakumar Land.

Property No.6

The Land situated at Thiruvannamalai District, Cheyar Registration District, Arani Sub Registrar Office, Arani Tk., Arani Town, Pudukkaamur, K.C.K.Nagar, 6th Cross Street, Town S. no. D/1, Block RT.S.No.26/3, New S.No. D/1. Block T.S.No.26/3-A, of an extent of 2307 st.ft (214.40 sq.mtr) out of 28 cents, bearing Plot No. 1

S. No.	T. S. No.	Extent in Acres	Nature of Property	Boundaries
1.	T.S.No. 26/3-A	an extent of 2307 st.ft (214.40 sq.mtr) out of 28 cents, bearing Plot No. 1	Land	North by: Main Road South by: Plot No.4 East by: Plot No.44 West by: Plot No.2

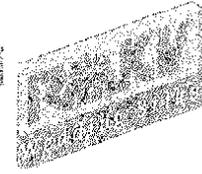
Property No.7

All that piece and parcel of 740/ 40168 (i.e. 178.625 Sq.ft.) Undivided share of Land out of 9696 Sq.Ft. with 740 Sq.ft., (including in common area) in third Floor bearing Flat No. 414, in the building known as "Devinarayan Apartments", bearing Flat No.414 at Door Nos. 24, 25, 26, 27 (as per Property tax assessment Door No.64/26-57), Rameswaram Road, T. Nagar, Chennai-600017 comprised in Survey Nos. 5488, 5489 and 7762, situated at "T. NAGAR VILLAGE" Mambalam Guindy Taluk, Chennai District, within Registration District of South Chennai and Sub-Registration of District of t. Nagar.

S. No.	Survey. No.	Extent in Acres	Nature of Property
1.	5488, 5489 and 7762	Undivided share of Land out of 9696 Sq.Ft. with 740 Sq.ft.,	Apartment In Third Floor of "Devinarayan Apartments"

ANNEXURE - 3

RmKV Fabrics Private Limited



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Ph : 91 44 281 44445
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ESTD No. 33AAFCR4022HCZR
CIN No. U32500TN2011PTL081630

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF RmKV FABRICS PRIVATE LIMITED, AT ITS MEETING HELD ON MONDAY, THE 13TH OCTOBER 2025 AT ADMINISTRATIVE OFFICE OF THE COMPANY 5TH FLOOR 125-127, USMAN ROAD T.NAGAR CHENNAI AT 12:30 PM NOON through video conferencing /Other Audio Visual with Coimbatore and Tirunelveli Office

DIRECTORS PRESENT:

Mr. K Sivakumar, Director
Mr. N Manickavasagam, Director
Mr. N Viswanath, Managing Director
Mr. S Shankar Kumaraswamy, Director
Mr. K Mahesh, Director
Mrs.V.Dhanlaxmi, Director

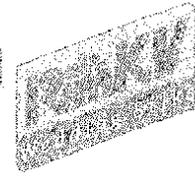
BACKGROUND:

1. Scheme of Amalgamation between M/s.RmKV FABRICS PRIVATE LIMITED (Transferor Company) and RmKV SILKS PRIVATE LIMITED (Transferee Company) ("Scheme"), was approved by the Board of Directors of the Transferor Company and the Board of Directors of the Transferee Company on 25.06.2025 for the purpose of Amalgamation of M/s.RmKV FABRICS PRIVATE LIMITED (Transferor Company) with RmKV SILKS PRIVATE LIMITED (Transferee Company) on a going concern basis with effect from 01.04.2025 (First day of April Two Thousand Twenty Five) being the Appointed Date.
2. This Report is being adopted pursuant to the requirement of Section 232(2)(c) of the Companies Act, 2013, for circulating to the Unsecured Trade Creditors of the Company. This Report explains the effect of the Scheme of Amalgamation on Shareholders, Key Managerial Personnel, Promoters, non-Promoter Shareholders and other Stakeholders laying out in particular the Share Exchange Ratio.
3. The Scheme of Amalgamation between M/s.RmKV FABRICS PRIVATE LIMITED (Transferor Company) and RmKV SILKS PRIVATE LIMITED (Transferee Company) and their respective Shareholders and Creditors ("Scheme") was approved by the Board of Directors of the Company taking into consideration the rationale, benefits, the Valuation Report dated 3rd June, 2025, issued by Mr.Viswanathan Rajagopalan, Registered Valuer, acting as independent Valuer.

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176-E, Trivandrum Rd | Poonarpalayam
Tirunelveli 627 005 | Tamil Nadu
ph : 91 462 250 310 5

Branches
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Coimbatore | Bangalore

RMKV Fabrics Private Limited



125-127, Usman Rd
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Ph: +91 44 281 44445
hrhelpdesk@rmkv.com
www.rmkv.com

CIN No. U5AA1LN4922H3ZB
CRNO. U5230014922H3ZB001530

4. RATIONALE, OBJECTIVE, PURPOSE AND BENEFITS OF THE SCHEME TO THE COMPANY AND ITS STAKEHOLDERS:

- a) The Scheme is presented under Sections 230 to 240 of the Companies Act, 2013 and it provides for Amalgamation of Transferor Company into Transferee Company, resulting in reduction in improved shareholder value for all the Companies by way of improved financial structure and cash flows, increased asset base and stronger consolidated revenue and profitability and higher net worth of combined entity. Consolidation of Companies and Increase Shareholder's wealth and Minimize ongoing compliance and administrative formalities.
- b) The proposed Scheme of Amalgamation is with a view to:-
- greater economies of scale and Consolidation of Companies
 - increase Shareholder's wealth and Minimize ongoing compliance and administrative formalities
 - Simplify the group structure
 - Eliminate the multiple entities within the group
 - Integrate the operations and achieve operational and management efficiency.
- c) The Scheme shall be beneficial and in the best interests of the Shareholders, Creditors and Employees of the Transferor Company, and the Transferee Company and to the interest of public at large and all concerned.

5. A BRIEF SUMMARY OF THE VALUATION REPORT ISSUED BY MR. VISWANATHAN RAJAGOPALAN, REGISTERED VALUER IS AS FOLLOWS:

The basis of the amalgamation of M/s. RMKV FABRICS PRIVATE LIMITED (Transferor Company) and RMKV SILKS PRIVATE LIMITED (Transferee Company) would have to be determined after taking into consideration all the factors and methods mentioned in the Valuation Report. Though different values have been arrived at under each method, for the purposes of recommending the Fair Exchange Ratio of equity shares it is necessary to arrive at a final value for each of the Companies' shares. The Fair Equity Share Exchange Ratio has been arrived at on the basis of a relative equity valuation of the Companies based on the various approaches / methods explained in the Valuation Report and various qualitative factors relevant to each company and the business dynamics and growth potentials of the businesses of the Companies, having regard to information base, key underlying assumptions and limitations.

6. CONCLUSION:

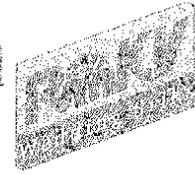
On the basis of review and the information/ representations, the share swap in the following proportion would be fair and reasonable in the current context:

"the Equity shareholders of the RMKV Fabrics Private Limited(Transferor Company), as on the Record Date, shall be allotted 1.18 (One point one eight) Equity Shares of RMKV Silks Private Limited Applicant/ Transferee Company of Rs.10/- each, for every 1(One) Equity Shares of Rs.10/- each held by them in Transferor Company."

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Ph: +91 44 2505105

Branch
Chennai Velachery Vadapalani
Chinnambur | Panipdura

RmKV Fabrics Private Limited



125-127 Usman Rd
Panagal Park | I. Nagar
Chennai 600 017 | Tamil Nadu
Ph: +91 44 251 44245
hrhelpdesk@rmkv.com
www.rmkv.com

GSTIN No. 33AAFC24622H12R
FIN No. 057300187911470081630

7. REPORT OF THE BOARD OF DIRECTORS:

Based on review of the Scheme/Documents, the Board is of the view that the Scheme is fair and reasonable.

- a) The Board observed that there are no issues or difficulties regarding the valuation mentioned in the Valuation Report.
- b) Upon amalgamation of the Transferor Company with the Transferee Company, 1.18(One point one eight) Equity Shares of Applicant/ Transferee Company of Rs.10/- each, for every1(One) Equity Shares of Rs.10/- each held by them in Transferor Company as consideration.
- c) The Scheme of Amalgamation, if approved by the appropriate authorities and the Honble Tribunal shall not have any adverse impact or effect on Shareholders, Key Managerial Personnel (KMP), Directors, Promoters, Non-Promoter Members, Creditors, whether Secured or Unsecured, Employees of Transferee Company and / or Transferor Company.

In the opinion of the Board, the said Scheme will be beneficial to the Company, its Shareholders, Creditors and other Stakeholders and the terms thereof are fair and reasonable.

The Board has adopted this Report after considering the information set out herein. The Board or any duly authorized Committee or Official(s) authorized by it is entitled to make relevant modifications to this Report, if required, and such modifications shall be deemed to form part of this Report.

FOR RMKV FABRICS PRIVATE LIMITED

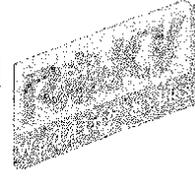
V DHANLAXMI
DIRECTOR
(DIN: 05233646)

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Branches
Chennai | Velachery | Vadapatti
Coimbatore | Bengalore

ANNEXURE - 4

RmKV Silks Private Limited



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Chennai 600 017 | Tamil Nadu
Ph +91 44 281 44445
Rmhelpdesk@rmkv.com
www.rmky.com

GSTIN No. 22AAACR0248121
CIN No. U52120TN2011PTC089060

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF RmKV SILKS PRIVATE LIMITED, AT ITS MEETING HELD ON MONDAY, THE 13th OCTOBER 2025 AT ADMINISTRATIVE OFFICE OF THE COMPANY 5TH FLOOR 125-127, USMAN ROAD T.NAGAR CHENNAI AT 12 NOON through video conferencing /Other Audio Visual with Coimbatore and Tirunelveli Office

DIRECTORS PRESENT:

Mr. K Sivakumar, Managing Director
Mr. N Manickavasagam, Whole-time Director
Mr. N Viswanath, Director
Mr. S Shankar Kumaraswamy, Whole-time Director
Mr. K Mahesh, Whole-time Director
Mrs.V.Dhantaxmi, Whole-time Director

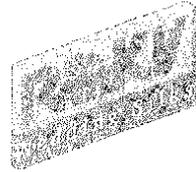
BACKGROUND:

1. Scheme of Amalgamation between M/s.RmKV FABRICS PRIVATE LIMITED (Transferor Company) and RmKV SILKS PRIVATE LIMITED (Transferee Company) ("Scheme"), was approved by the Board of Directors of the Transferor Company and the Board of Directors of the Transferee Company on 25.06.2025 for the purpose of Amalgamation of M/s.RmKV FABRICS PRIVATE LIMITED (Transferor Company) with RmKV SILKS PRIVATE LIMITED (Transferee Company) on a going concern basis with effect from 01.04.2025 (First day of April Two Thousand Twenty Five) being the Appointed Date.
2. This Report is being adopted pursuant to the requirement of Section 232(2)(c) of the Companies Act, 2013, for circulating to the Unsecured Trade Creditors of the Company. This Report explains the effect of the Scheme of Amalgamation on Shareholders, Key Managerial Personnel, Promoters, non-Promoter Shareholders and other Stakeholders laying out in particular the Share Exchange Ratio.
3. The Scheme of Amalgamation between M/s.RmKV FABRICS PRIVATE LIMITED (Transferor Company) and RmKV SILKS PRIVATE LIMITED (Transferee Company) and their respective Shareholders and Creditors ("Scheme") was approved by the Board of Directors of the Company taking into consideration the rationale, benefits, the Valuation Report dated 3rd June, 2025, Issued by Mr. Viswanathan Rajagopalan, Registered Valuer, acting as independent Valuer.

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Coimbatore | Durgam | Kalyanapuram
Am

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Ph: +91 46 281 4445
info@rmkv.com
www.rmkv.com

6. CONCLUSION:

On the basis of review and the information/ representations, the share swap in the following proportion would be fair and reasonable in the current context:

"the Equity shareholders of the RMKV Fabrics Private Limited(Transferor Company), as on the Record Date, shall be allotted 1.18 (One point one eight) Equity Shares of RMKV Silks Private Limited Applicant/ Transferee Company of Rs.10/- each, for every 1(One) Equity Shares of Rs.10/- each held by them in Transferor Company."

7. REPORT OF THE BOARD OF DIRECTORS:

Based on review of the Scheme/Documents, the Board is of the view that the Scheme is fair and reasonable.

- The Board observed that there are no issues or difficulties regarding the valuation mentioned in the Valuation Report.
- Upon amalgamation of the Transferor Company with the Transferee Company, 1.18(One point one eight) Equity Shares of Applicant/ Transferee Company of Rs.10/- each, for every 1 (One) Equity Shares of Rs.10/- each held by them in Transferor Company as consideration.
- The Scheme of Amalgamation, if approved by the appropriate authorities and the Hon'ble Tribunal shall not have any adverse impact or effect on Shareholders, Key Managerial Personnel (KMP), Directors, Promoters, Non-Promoter Members, Creditors, whether Secured or Unsecured, Employees of Transferee Company and / or Transferor Company.

In the opinion of the Board, the said Scheme will be beneficial to the Company, its Shareholders, Creditors and other Stakeholders and the terms thereof are fair and reasonable.

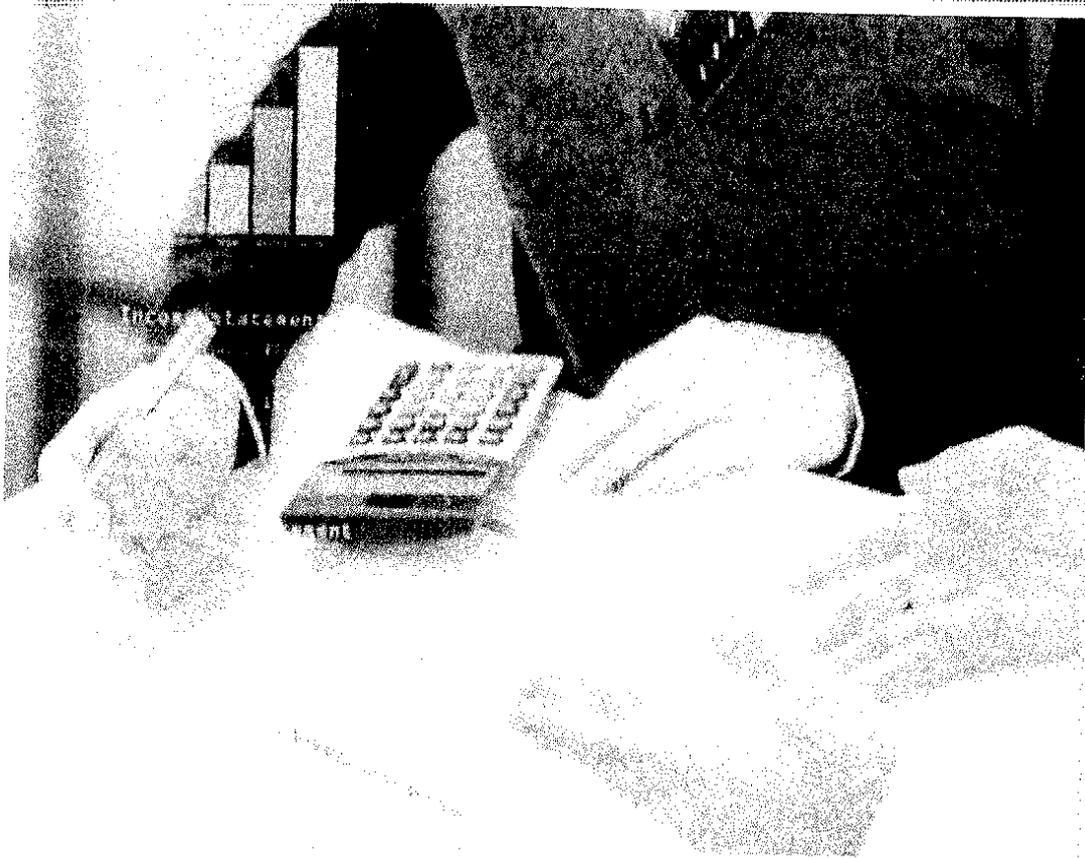
The Board has adopted this Report after considering the information set out herein. The Board or any duly authorized Committee or Official(s) authorized by it is entitled to make relevant modifications to this Report, if required, and such modifications shall be deemed to form part of this Report.

FOR RMKVSILKS PRIVATE LIMITED

KUMARASWAMYSIVAKUMAR
MANAGING DIRECTOR
(DIN: 02436317)

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176 F, Sriyandrum Rd | Mannapettai
Chennai 602 003 | Tamil Nadu
ph: +91 462 250 1105

Branches
Chennai: Velachery | Vadapalani
Coimbatore | Bengaluru | Kochi
And



**REPORT ON RECOMMENDATION ON SHARE ENTITLEMENT RATIO
FOR THE PROPOSED TRANSFERS
PURSUANT TO SCHEME OF AMALGAMATION
FOR MERGER OF
RMKV FABRICS PRIVATE LIMITED
WITH
RMKV SILKS PRIVATE LIMITED**

**MERGER OF
RMKV FABRICS PRIVATE LIMITED WITH RMKV SILKS PRIVATE LIMITED**

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VISWANATHAN RAJAGOPALAN
B.Sc., ICWA, ACS, CIMA(U.K.), ACCA(U.K.), ICSA(U.K.)
REGISTERED VALUER Registration No: IBB/RV/07/2020/13416
viswanathan.valuer@gmail.com, Phone +91-63792 52059

**MERGER OF
RMKV FABRICS PRIVATE LIMITED WITH RMKV SILKS PRIVATE LIMITED**

To

Date: 03/06/2025

The Board of Directors,
RMKV FABRICS PRIVATE LIMITED (Transferor company)
176-F, TRIVANDRUM ROAD, VANNARPETTAI,
TIRUNELVELI-627003, TAMIL NADU

The Board of Directors,
RMKV SILKS PRIVATE LIMITED (Transferee Company)
176-F, TRIVANDRUM ROAD, VANNARPETTAI,
TIRUNELVELI-627003, TAMIL NADU

Recommendation on share entitlement to the shareholders' of **RMKV FABRICS PRIVATE LIMITED** pursuant to the Scheme of Arrangement (hereinafter referred as 'Merger Scheme') between **RMKV FABRICS PRIVATE LIMITED** and **RMKV SILKS PRIVATE LIMITED**

Dear Sir / Madam,

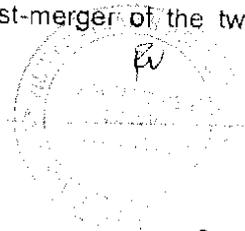
We refer to the engagement letter dated 17/05/2025 whereby the management of **RMKV FABRICS PRIVATE LIMITED** ("**RMKV FABRICS**" or the "AMALGAMATING company") has appointed **Registered Valuer** (herein after referred to as "**RV**", "we" or "us") to recommend the share entitlement ratio for the proposed transaction involving merger of **RMKV FABRICS** into **RMKV SILKS PRIVATE LIMITED** ("**RMKV SILKS**" or the "AMALGAMATED Company"). **RMKV FABRICS** and **RMKV SILKS** are together hereinafter referred to as the "Companies"

RV has been hereafter referred to as 'Valuer' or 'We' in the Share Entitlement Ratio Report ('Report')

1. Purpose of this report:

We have been informed that the management of **RMKV** (hereinafter referred as 'the Management') is considering a proposal for the Merger of **RMKV FABRICS** with **RMKV SILKS** pursuant to the provision of Section 230 to Section 240 of the Companies Act.2013 (hereinafter referred to as 'Merger'). In this regard, **RV** has been appointed by the management to carry out the relative valuation of equity shares of **RMKV FABRICS** and **RMKV SILKS** and recommend exchange ratio for the same. We have been informed that the shareholders of **RMKV FABRICS** will be issued with the equivalent shares of **RMKV SILKS** post-merger of the two Entities.

VISWANATHAN RAJAGOPALAN
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Page 3

**MERGER OF
RMKV FABRICS PRIVATE LIMITED WITH RMKV SILKS PRIVATE LIMITED**

This report is subject to the caveats, limitations and disclaimers detailed hereinafter.

2. Background of the companies:

RMKV FABRICS was incorporated as a Private Limited company on 25/07/2011. The Registered Office of the Company is within the Jurisdiction of the Registrar of Companies, Chennai. The Corporate Identification Number (CIN) of **RMKV FABRICS** is U52322TN2011PTC081566. Its registered office is situated at its registered office is situated at **176-F, TRIVANDRUM ROAD, VANNARPETTAI, TIRUNELVELI-627003, Tamil Nadu.**

The present directors of companies are as under:

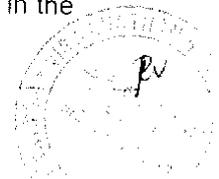
Name	DIN
Nellaiappan Viswanath	02434813
Nellaiappan Manickavasagam	02434940
Kumaraswamy Sivakumar	02436317
Kumaraswamy Mahesh	02436370
Ponnanand Kumaraswamy Pranav	05213138
Viswanathan Kumaraswamy Vinay	05213155
Dhanlaxmi Viswanathan	05233646
Shankar Kumaraswamy Sivakumar	05233659

The capital structure of **RMKV FABRICS** is as under:

RMKV FABRICS PRIVATE LIMITED			
Details of Shareholding As of Pre-Merger Date			
SL. No.	Name of the Shareholder	No. of Equity Shares	% of Holding
1	Nellaiappan Viswanath	25,000	16.13%
2	Nellaiappan Manickavasagam	25,000	16.13%
3	Kumaraswamy Sivakumar	15,000	9.68%
4	Kumaraswamy Mahesh	25,000	16.13%
5	Ponnanand Kumaraswamy Pranav	25,000	16.13%
6	Viswanathan Kumaraswamy Vinay	25,000	16.13%
7	Shankar Kumaraswamy Sivakumar	15,000	9.68%
	Total	1,55,000	100%

The management has represented that there are no outstanding stock option/warrants/security/convertible instruments, etc. issued or granted by as at the date of issue of this Report, which would impact the number of equity shares of. Further, the management has confirmed that there will be no change in the

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**MERGER OF
RMKV FABRICS PRIVATE LIMITED WITH RMKV SILKS PRIVATE LIMITED**

share holding pattern of on account of allotment/issue of any shares till the merger becomes effective.

RMKV SILKS

RMKV SILKS was incorporated as a private limited company on 27/07/2011. The Registered Office of the Company is within the Jurisdiction of the Registrar of Companies, Chennai. The Corporate Identification Number (CIN) of **RMKV SILKS** is U52300TN2011PTC081630. Its registered office is situated at 176-F, TRIVANDRUM ROAD, VANNARPETTAI, TIRUNELVELI-627003, Tamil Nadu.

The present directors of companies are as under:

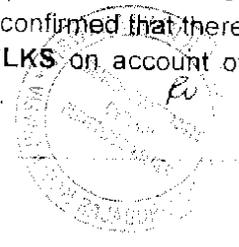
Name	DIN
Nellaiappan Viswanath	02434813
Nellaiappan Manickavasagam	02434940
Kumaraswamy Sivakumar	02436317
Kumaraswamy Mahesh	02436370
Ponanand Kumaraswamy Pranav	05213138
Viswanathan Kumaraswamy Vinay	05213155
Shankar Kumaraswamy Sivakumar	05233659

The capital structure of **RMKV SILKS** is as under:

RMKV SILKS PRIVATE LIMITED			
Details of Shareholding As of Pre-Merger Date			
SL. No.	Name of the Shareholder	No. of Equity Shares	% of Holding
1	Nellaiappan Viswanath HUF	33,333	16.67%
2	Nellaiappan Manickavasagam HUF	33,333	16.67%
3	Kumaraswamy Sivakumar HUF	16,667	8.33%
4	Kumaraswamy Mahesh HUF	33,333	16.67%
5	Kumaraswamy Viswanathan HUF	33,333	16.67%
6	Kumaraswamy Ponanand HUF	33,333	16.67%
7	Shankar Kumaraswamy Sivakumar	16,668	8.33%
	Total	2,00,000	100%

The management has represented that there are no outstanding stock option/warrants/security/convertible instruments, etc. issued or granted by **RMKV SILKS** as at the date of issue of this Report, which would impact the number of equity shares of **RMKV SILKS**. Further, the management has confirmed that there will be no change in the share holding pattern of **RMKV SILKS** on account of allotment/issue of any shares till the merger becomes effective.

VISWANATHAN RAJAGOPALAN
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**MERGER OF
RMKV FABRICS PRIVATE LIMITED WITH RMKV SILKS PRIVATE LIMITED**

3. Proposed Transaction

We understand that **RMKV FABRICS** and **RMKV SILKS** are getting consolidated into one entity i.e. **RMKV SILKS** and a merger scheme wherein **RMKV FABRICS PRIVATE LIMITED** would get merged into **RMKV SILKS PRIVATE LIMITED** is being proposed ("Proposed Merger") with the effect from **01ST APRIL 2025** or such other date as the Hon'ble National Company Law Tribunal, Chennai Bench, Chennai, may direct ("Appointed Date"). This is sought to be achieved by a Scheme of Amalgamation (hereinafter referred to as the 'Merger Scheme') under Section 230 to Section 240 of the Companies Act, 2013 ("Merger or Amalgamation of certain Companies").

Under the scheme, the Share Holders of **RMKV FABRICS PRIVATE LIMITED** would be issued Equity Shares of **RMKV SILKS PRIVATE LIMITED** as a consideration for the Proposed Merger.

It is understood that the fractional shares, if any, determined through the Merger Scheme, will be ignored and no settlement through cash will be paid on those fractional shares to the shareholders.

The salient features of the scheme would be as below:

- i) The Scheme of Merger ("Scheme") is presented under Section 230 to Section 240, other applicable provisions of the Companies Act, 2013 & the Rules framed there under and in compliance with the conditions relating to "Amalgamation or Merger" as specified u/s 2(1B) of the Income Tax Act, 1961.
- ii) With effect from the Appointed Date, the entire Undertakings of the Transferor Companies including the assets and liabilities as on the Appointed Date, shall pursuant to Section 232 and other applicable provisions of the Act, without any further act, instrument or deed, be and shall stand transferred to and vested in and/or deemed to have been transferred to and vested in the Transferee Company as a going concern.
- iii) With effect from the Appointed Date, all the debts, unsecured debts, liabilities, duties and obligations of every kind, nature and description of the Transferor Companies shall also under the applicable provisions of the Act, without any further act or deed be transferred to or be deemed to be transferred to the Transferee Company

VISWANATHAN RAJAGOPALAN
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**MERGER OF
RMKV FABRICS PRIVATE LIMITED WITH RMKV SILKS PRIVATE LIMITED**

As informed to us, **RMKV SILKS** will file the Merger Scheme before the Hon'ble National Company Law Tribunal, Chennai Bench, Chennai, under Section 230 to Section 240 of the Companies Act, 2013, for its approval on the scheme.

Post the merger, shareholding of Transferee Company would remain almost identical in terms of issued, subscribed and paid up share capital.

The existing shareholders of **RMKV FABRICS** would be issued equivalent number of Equity Shares in **RMKV SILKS** (pre-merger) in the same ratio as they hold shares in **RMKV FABRICS**. Thus, the interest of the existing shareholders of **RMKV FABRICS** would not be prejudicially affected in any manner whatsoever.

Thus the Management of the companies engaged in the merger have decided to retain an almost similar share capital and therefore, in my opinion the share entitlement ratio is fair and not prejudicial to shareholders of Transferor Company.

4. ABOUT VALUER

Valuation Officer: VISWANATHAN RAJAGOPALAN
Valuation Officer Registration No: IBBI/RV/07/2020/13416
Appointment Date: 17/05/2025
Valuation Date: 03/06/2025

Registered Valuer is a practicing Management Accountant (Membership No.22403) with Institute of Cost Accountants of India. He is an Associated Member of Institute of Company Secretaries of India and a Member of CIMA, ACCA and ICSA of United Kingdom. The valuer is also an Insolvency Professional. He has good industrial experience in Manufacturing (L&T), Information Technology (Oracle India) & Automotive-Daimler & Mitsubishi (Al Mulla Group-Kuwait).

His experience as a Registered Valuer in multiple assignments includes Listed Companies, Healthcare, Startup (40 Companies), Non Fungible Tokens (NFT) using Block Chain Technology, Robotics, FMCG, Intangible Assets-Goodwill & Brand Valuations, Mining Ores and Thermal power generation.



VISWANATHAN RAJAGOPALAN
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**MERGER OF
RMKV FABRICS PRIVATE LIMITED WITH RMKV SILKS PRIVATE LIMITED**

5. Source of Information

In connection with this exercise, we have used the following information received from the management, and/or gathered from public domain:

- Shareholding pattern of **RMKV FABRICS** and **RMKV SILKS** as at 31/03/2025
- Information on Business of **RMKV FABRICS** and **RMKV SILKS** provided by the management.
- Audited Financial Statements (Statement of Profit and Loss and Balance Sheet along with Notes to accounts) for the year ended March 31 2024 of **RMKV FABRICS** and **RMKV SILKS**.
- Provisional Balance Sheet and Statement of Profit and Loss for the Year ended 31/03/2025 of **RMKV FABRICS** and **RMKV SILKS** duly approved by the Boards of the respective companies
- Draft Scheme of Arrangement for the Merger of **RMKV FABRICS PRIVATE LIMITED** and **RMKV SILKS**

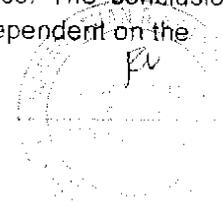
In addition to the above, we have also obtained such other explanations and information which were considered relevant for the purpose of our analysis.

6. Caveats, Limitations and Disclaimers

This report, its contents and the results herein (i) are specific to the purpose of recommendation(s) as per the terms of engagement; (ii) are specific to the recommendations date; and (iii) are based on the data detailed in the section – Sources of Information. An analysis of this nature is necessarily based on the information furnished by the **RMKV SILKS** (or their representatives), **RMKV FABRICS** (or their representatives and publicly available information. The said recommendation(s) shall be considered to be in the nature of non-binding advice (our recommendation will however not to be used for advising anybody to take buy or sell decision, for which specific opinion needs to be taken from expert advisors).

The determination of Share Entitlement Ratio is not a science. The conclusion arrived at in many cases will, of necessity, be subjective and dependent on the

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**MERGER OF
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exercise of individual judgement. There is, therefore, no single undisputed Share Entitlement Ratio. While we have provided our recommendations of the Share Entitlement Ratio based on the information available to us and within the scope of our engagement, others may have a different opinion. The final responsibility for the determination of the Share Entitlement Ratio at which the proposed transaction shall take place will be with the Board of Directors of **RMKV SILKS** and that of **RMKV FABRICS**, who should take into account other factors such as their own assessment of the Proposed Merger and input of other advisors.

We assume that **RMKV SILKS** and **RMKV FABRICS** shall fully comply with relevant Laws and regulations applicable in all their areas of operations unless otherwise stated, and that these Companies will be managed in a competent and responsible manner. Further, except as specifically stated to the contrary, this Report has not considered the matters of a legal nature, including issues of legal title and compliance with local laws and litigation and other contingent liabilities that are not recorded in the Audited Financials Statement of the companies.

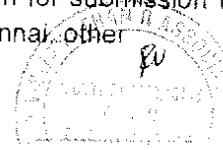
This Report doesn't look into the business commercial reasons behind the Proposed Merger nor the likely benefits arising out of the same. Similarly, it doesn't address relative merits of the Proposed Merger as compared with any other alternative business transaction, or other alternatives or whether or not such alternatives could be achieved or are available.

This Report is restricted to recommendations of fair Share Entitlement Ratio only. Its suitability and applicability of any other use has not been checked by us.

We owe responsibility to only the Board of Directors of **RMKV SILKS** and Board of Directors of **RMKV FABRICS** under the terms of our engagement letter and nobody else. We will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of or advice given by any other advisor to the companies. In no event shall we be liable for any loss, damages, cost or expenses arising in any way from fraudulent acts, misrepresentatives or wilful default on part of the companies, their directors, employees or agents. We do not accept any liability to any third party in relation to the issuance of this Report.

Neither the Report nor its contents may be referred to or quoted in any registration statement, prospectus, offering memorandum, annual report, loan agreement or other agreement or document given to third parties, other than for submission to Hon'ble National Company Law Tribunal, Chennai Bench, Chennai, other

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regulatory authorities and for inspection by Shareholders in connection with the Proposed Merger including the Proposed Scheme, without our prior written consent.

Provision of share entitlement ratio recommendation and considerations of the issues described herein are areas of our regular practice. The services do not represent accounting, assurance, accounting/tax due diligence, consulting or tax related services that may otherwise be provided by us or our affiliates.

The recommendations contained herein are not intended to represent the Share entitlement Ratio at any time other than March 31, 2025.

7. Procedures Adopted in Recommending Share Entitlement Ratio

In connection with this exercise, we have adopted the following procedure in recommendation of Share Entitlement Ratio:

- Discussion with **RMKV SILKS PRIVATE LIMITED, RMKV FABRICS PRIVATE LIMITED** to Understand the business and other fundamental factors that affect its income – generating capability including strengths and weakness of the companies
- Undertook Industry Analysis
Research publicly available market data that may impact the share entitlement ratio and Other publicly available information.
- Analysis of Information



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8. Approach & Methodology

The scheme contemplates the merger of **RMKV FABRICS** into **RMKV SILKS**. Arriving at the Share Exchange Ratio for the proposed transaction would require determining value of the equity share of **RMKV FABRICS** and **RMKV SILKS**.

The following are commonly used and accepted methods for determining the fair value of the equity shares of a company/business:

- A. Market Approach:
 - a. Market Price Method.
 - b. Comparable Companies Multiples.
 - c. Comparable Transaction Multiple Method
- B. Income Approach: Discounted Cash flows method
- C. Cost Approach: Net Asset Value Method.

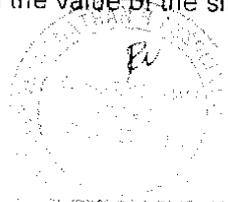
As discussed below for the Proposed Transaction we have considered these methods, to the extent relevant and applicable.

This application of any particular method of valuation depends on the purpose for which the valuation is done. Although, different values may exist for different purposes, it cannot be too strongly emphasized that a valuer can only arrive at one value for one purpose. The valuation methodologies, as may be applicable, which have been used to arrive at the value of the equity shares of the companies are discussed hereunder;

A. Market Approach:

i) Market Price (MP) Method

The market price of an equity shares as quoted on a stock exchange is normally considered as the value of the equity shares of that company where such quotations are arising from the shares being regularly and freely traded in, subject to the element of speculative support that may be inbuilt in the value of the shares.



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ii) **Comparable Companies Market Multiples ("CCM") Method**

Under this method, value of the equity shares of a company/business undertaking is arrived at by using multiples derived from valuation of comparable companies, as manifest through stock market valuations of listed companies. This valuation is based on the principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation.

iii) **Comparable Transaction Multiple ("CTM") Method**

Under Comparable Transaction Method, the value of shares/business of a company is determined based on Market Multiples of publicly disclosed transactions in the similar space as that of the subject company.

B. Discounted Cash Flow (DCF) Method

The Discounted Cash Flow Approach attempts to determine the value of business/asset by computing the present value of future cash flows from the business/asset, over its useful life. The methods under this category are all centred on evaluating these future cash flows and then discounting them back at a discount rate to achieve a present value.

Using the DCF analysis involves determining the following:

Estimated Future Free Cash Flows:

Free cash flows are the cash flows expected to be generated by the company that are available to all providers of the company's capital – both debt and equity.

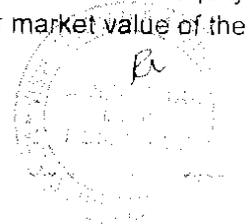
Appropriate discount rate to be applied to cash flows i.e. the cost of capital:

The discount rate, which is applied to the free cash flows, should reflect the opportunity cost to all the capital providers, weighted by their relative contribution to the total capital of the company.

C. Net Asset Value (NAV) Method

The asset approach measures the value of an asset by the cost to reconstruct or replace it with another of like utility. When applied to the valuation of equity interests in businesses, values based on the net aggregate fair market value of the entity's underlying assets or the book value.

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This approach basically entails a restatement of the balance sheet of the enterprise in which the fair market value of its assets and liabilities are substituted for their book values. This approach is frequently used to value holding companies or capital-intensive firms.

9. Inspection and / or Investigations undertaken:

The following inspections were undertaken by us as part of the valuation exercise:

- Shareholding pattern of **RMKV FABRICS** and **RMKV SILKS** as at 31/03/2025.
- Information on Business of **RMKV FABRICS** and **RMKV SILKS** provided by the management.
- Audited Financial Statements (Statement of Profit and Loss and Balance Sheet along with Notes to accounts) for the year ended 31/03/2024 of **RMKV FABRICS** and **RMKV SILKS**.
- Provisional Balance Sheet and Statement of Profit and Loss for the Year ended 31/03/2025 of **RMKV FABRICS** and **RMKV SILKS** duly approved by the Boards of the respective companies.
- Draft Scheme of Arrangement for the Merger of **RMKV FABRICS** and **RMKV SILKS** and
- Other relevant information



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10. Major Factors considered for the Valuation

The following are the major factors considered during the Valuation exercise:

ICAI Valuation Standards

(1) As per Institute of Chartered Accountants of India (ICAI) Valuation Standards – Scope – Point No.8:

In transactions of the nature of –merger or amalgamation of companies or merger or demerger of businesses, the consideration is often discharged primarily by issue of securities in the nature equity of the acquirer or transferee entity with reference to an exchange ratio or entitlement ratio, considering the relative values. Such *relative values are generally arrived at by applying an appropriate valuation approach or a combination of valuation approaches.*

All provisions under **Section 230 to Section 240 of Companies Act, 2013 - Merger or Amalgamation of certain companies.**

- (2) Where an order has been made by the Tribunal under sub-section (1), merging companies or the companies in respect of which a division is proposed, shall also be required to circulate the following for the meeting so ordered by the Tribunal, namely: —
- (a) the draft of the proposed terms of the scheme drawn up and adopted by the directors of the merging company;
 - (b) confirmation that a copy of the draft scheme has been filed with the Registrar;
 - (c) a report adopted by the directors of the merging companies explaining effect of compromise on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders laying out in particular the share exchange ratio, specifying any special valuation difficulties;
 - (d) *the report of the expert with regard to valuation*, if any;
 - (e) a supplementary accounting statement if the last annual accounts of any of the merging company relate to a financial year ending more than six months before the first meeting of the company summoned for the purposes of approving the scheme.

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Section 230(3) of the Companies Act, 2013 – Power to compromise or Make Arrangement with Creditors and Members

(3) Where a meeting is proposed to be called in pursuance of an order of the Tribunal under sub-section (1), a notice of such meeting shall be sent to all the creditors or class of creditors and to all the members or class of members and the debenture-holders of the company, individually at the address registered with the company which shall be accompanied by a statement disclosing the details of the compromise or arrangement, **a copy of the valuation report**, if any, and explaining their effect on creditors, key managerial personnel, promoters and non-promoter members, and the debenture-holders and the effect of the compromise or arrangement on any material interests of the directors of the company or the debenture trustees, and such other matters as may be prescribed.

Compliance under all applicable Rules, Regulations and provisions for the Company under;

- Companies Act, 2013
- Other relevant Rules and Regulations



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11. **Determination of Fair Value of Share of RMKV FABRICS**

RMKV FABRICS is engaged in providing Fashions & Readymade Clothing Business. Currently No Business Plan is available for **RMKV FABRICS** and so it shall not be suitable to value the company on the basis of Income Based Approaches.

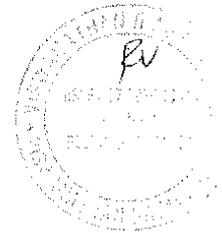
We have not been able to find any comparable Listed Company in Recognized Stock Exchanges, offering services similar to that of **RMKV FABRICS** and were also not able to locate any transaction/basis of transaction with relative multiple(s) in the company(s) having business model similar to that of **RMKV FABRICS**.

Hence it is appropriate to consider the NAV method to recommend the final valuation of **RMKV FABRICS**.

Further, it is to be mentioned that the fair value is to be estimated under the provision of Companies Act, 2013 and no specific method has been proscribed under Companies Act, 2013, for estimation of value of shares, thus, we have applied the NAV method, as we found it to be most suitable considering the nature of the business, transaction, and the information available.

Fair value of equity share

Based on the above analysis, information provided to us by the Management, key underlying assumption and limitations, as per our calculation, the fair value of equity share of **RMKV FABRICS** as on March 31, 2025 was determined using the NAV method.



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**MERGER OF
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12. Determination of Fair Value of Share of RMKV SILKS

RMKV SILKS is engaged in Fabrics & Clothing Business. Currently no Business Plan is available for **RMKV SILKS PRIVATE LIMITED** and so it shall not be suitable to value the company on the basis of Income Based Approaches.

We have also not been able to find any comparable Listed Company in Recognized Stock Exchanges, offering services similar to that of **RMKV SILKS** and were also not able to locate any transaction/basis of transaction with relative multiple(s) in the company(s) having business model similar to that of **RMKV SILKS**.

Thus, we have relied on the tangible balance sheet and computed the fair value of the equity share of **RMKV SILKS** using Net Assets Value Method (NAV).

Further, it is to be mentioned that the fair value is to be estimated under the provision of Companies Act, 2013 and no specific method as been prescribed under Companies Act, 2013, for estimation of value of shares, thus, we have applied the Net Assets Value Method (NAV), as we found it to be most suitable considering the nature of the business, transaction, and the information available.

Fair value of equity share:

Based on the above analysis, information provided to us by the Management, key underlying assumption and limitations, as per our calculation, the fair value of equity share of **RMKV SILKS** as on March 31, 2025 was determined using the NAV method.



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**MERGER OF
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13. Valuation Analysis and Recommendation of Share Entitlement Ratio

From the discussion with the management and from Proposed Merger Scheme to be filed with the authorities, we have observed as under:

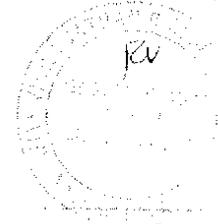
- a. Upon the draft scheme becoming effective, shareholders of **RMKV FABRICS** would be entitled to Equity Shares in **RMKV SILKS**.
- b. Upon the draft scheme becoming effective, the beneficial economic interest of the shareholders of **RMKV FABRICS** in the paid-up equity share capital of **RMKV SILKS** is as below

(A) Value per share of RMKV FABRICS (INR)	4,820.61
(B) Value per share of RMKV SILKS (INR)	4,073.76
(C) Value per share of RMKV FABRICS to RMKV SILKS (A) / (B)	1.18
(D) Number of shares in RMKV FABRICS before Merger	1,55,000
(E) Shares of RMKV SILKS to be issued to the existing shareholders of RMKV FABRICS (C) * (D)	1,82,900

As proposed by the Management, and on consideration of all the relevant factors and circumstances as discussed and outlined hereinabove, I believe that the above share entitlement ratio is fair to the shareholders of the Transferor Company(ies) considering that all the shareholders of Transferor Companies will upon merger, become the ultimate Equity shareholders of Transferee Company in the same ratio as they hold shares in Transferor Companies.

Based on the aforesaid discussion, considering that all shareholders of **RMKV FABRICS** upon merger, become shareholders of **RMKV SILKS**, holding beneficial economic interest in the same value of equity shares as they hold in except in the case of shareholders who would have fractional entitlement.

We recommend that for every 1 share of INR 10 each fully paid held in **RMKV FABRICS**, 1.18 Equity Share of INR 10 fully paid up in **RMKV SILKS** i.e. 1,82,900 fully paid-up Equity Share of face value of INR 10 each of **RMKV SILKS** should be issued for 1,55,000 fully paid-up equity share of face value of Rs. 10 each held in **RMKV FABRICS**.



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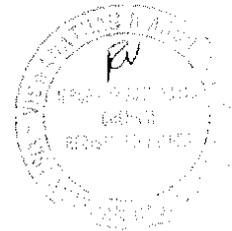
**MERGER OF
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14. Conclusion

Based on the foregoing, and on a consideration of all the relevant factors and circumstances as discussed and outlined hereinabove, pursuant to Merger of **RMKV FABRICS** into **RMKV SILKS**, we recommend the following share entitlement ratio for consideration by **RMKV SILKS PRIVATE LIMITED** to the shareholders of **RMKV FABRICS PRIVATE LIMITED**.

"For every 1 share of INR 10 each fully paid held in **RMKV FABRICS**, 1.18 Equity Share of INR 10 fully paid up in **RMKV SILKS** i.e.1,82,900 fully paid-up Equity Share of face value of INR 10 each of **RMKV SILKS** should be issued for 1,55,000 fully paid-up equity share of face value of Rs. 10 each held in **RMKV FABRICS**".

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15. Disclosure of Valuer interests / conflicts, if any

- I am not associated with the company in any other professional capacity and there are neither source of conflict nor direct/indirect interests involved.
- Neither the valuer nor the members of the team working on this independent valuation have directly or indirectly, through the client or otherwise, shared any advisory perspective or have been influenced or undertaken advocating a management position in determining the value.
- The fees for the engagement are not contingent upon the results reported.
- I confirm that I am not
 - A related party of the RMKV FABRICS PRIVATE LIMITED and RMKV SILKS PRIVATE LIMITED,
 - An auditor of either of the companies at any time since the incorporation of the Companies

R. Viswanathan



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Place: Chennai
Date: 03rd JUNE 2025

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APPENDIX - A

SHARES EXCHANGE FOR MERGER OF RMKV FABRICS WITH RMKV SILKS

(A) Value per share of RMKV FABRICS (INR)	4,820.61
(B) Value per share of RMKV SILKS (INR)	4,073.76
(C) Value per share of RMKV FABRICS to RMKV SILKS (A) / (B)	1.18
(D) Number of shares in RMKV FABRICS before Merger	1,55,000
(E) Shares of RMKV SILKS to be issued to the existing shareholders of RMKV FABRICS (C) * (D)	1,82,900

VALUATION WORKINGS FOR RMKV FABRICS PRIVATE LIMITED

Recommended value per Share

Method	Value of Business (INR)	Value Per Share (INR)
Net Assets Value (NAV) Method	74,71,93,907	4,820.61
Recommended Value Per Share as per NAV	74,71,93,907	4,820.61

(Amt in INR)

NET ASSETS VALUE METHOD	FY 2024-25 (Provisional)	FY 2023-24 (Audited)
Property, Plant and Equipment	52,85,91,967	53,32,68,810
Intangible Assets	4,94,821	5,56,598
Capital Work In Progress	2,95,000	
Long Term Loans and Advances	60,48,07,175	47,30,55,015
Other Non Current Assets	54,11,57,651	54,62,26,985
Total Non Current Assets	1,67,53,46,614	1,55,31,07,408
Inventories	27,06,91,796	44,04,64,655
Trade Receivables	18,35,908	65,27,669
Cash and Cash Equivalents	3,14,66,778	1,88,57,446
Short Term Loans and Advances	3,10,41,210	2,51,20,543
(A) TOTAL CURRENT ASSETS	33,50,35,691	49,09,70,313
(B) TOTAL ASSETS	2,01,03,82,306	2,04,40,77,721
Long Term Borrowings	62,73,08,813	57,82,14,389
Deferred Tax Liabilities (Net)	1,18,37,976	1,16,90,606
Other Non Current Liabilities	31,30,96,593	30,49,96,593
(C) TOTAL LONG TERM LIABILITIES	95,22,43,382	89,49,01,588
Short Term Borrowings	35,03,001	5,43,93,256
Trade Payables		13,38,90,380
Other Current Liabilities	28,44,42,015	27,36,70,584
Short Term Provisions	2,30,00,000	81,00,000
(D) TOTAL CURRENT LIABILITIES	31,09,45,016	47,00,54,220
(E) TOTAL LIABILITIES [(C)+(D)]	1,26,31,88,398	1,36,49,55,808
(F) Net Assets [(B)-(E)]	74,71,93,907	67,91,21,913
(G) Number of Shares	1,55,000	1,55,000
(H) VALUE PER SHARE [(F) / (G)]	4,820.61	4,381.43

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VALUATION WORKINGS FOR RMKV SILKS PRIVATE LIMITED

Recommended value per Share

Method	Value of Business (INR)	Value Per Share (INR)
Net Assets Value (NAV) Method	81,47,52,626	4,073.76
Recommended Value Per Share as per NAV Method	81,47,52,626	4,073.76

NET ASSETS VALUE METHOD	(Amt. in INR)	
	FY 2024-25 (Provisional)	FY 2023-24 (Audited)
Property, Plant and Equipment	1,32,80,20,467	1,33,20,32,577
Intangible Assets	24,55,583	22,27,343
Capital Work In Progress	-	-
Investments	8,03,000	8,03,000
Long Term Loans and Advances	29,840	1,44,916
Other Non Current Assets	64,20,73,946	61,41,09,706
Total Non Current Assets	1,97,39,82,836	1,94,93,17,542
Inventories	65,50,91,357	36,06,81,184
Trade Receivables	38,82,479	9,15,795
Cash and Cash Equivalents	16,69,15,833	1,54,35,060
Short Term Loans and Advances	4,77,93,514	3,06,95,077
(A) TOTAL CURRENT ASSETS	87,36,83,183	40,77,27,116
(B) TOTAL ASSETS	2,84,70,66,019	2,35,70,44,658
Long Term Borrowings	95,05,57,900	78,42,33,148
Deferred Tax Liabilities (Net)	1,11,93,177	1,05,94,796
Long Term Provisions (Taxation)	41,31,76,965	39,27,76,965
(C) TOTAL LONG TERM LIABILITIES	1,37,49,28,042	1,18,76,04,909
Short Term Borrowings	5,21,16,880	5,32,96,521
Trade Payables	26,34,89,318	6,95,72,490
Other Current Liabilities	31,57,79,154	28,21,22,668
Short Term Provisions	2,60,00,000	2,04,00,000
(D) TOTAL CURRENT LIABILITIES	65,73,85,351	42,53,91,679
(E) TOTAL LIABILITIES [(C)+(D)]	2,03,23,13,393	1,61,29,96,588
(F) Net Assets [(B)-(E)]	81,47,52,626	74,40,48,070
(G) Number of Shares	2,00,000	2,00,000
(H) VALUE PER SHARE [(F) / (G)]	4,073.76	3,720.24

VISWANATHAN RAJAGOPALAN
B.Sc., ICWAI, ACS, CIMA(U.K.), ACCA(U.K.), ICSA(U.K.)
REGISTERED VALUER Registration No: IBBI/RV/07/2020/13416
viswanathan_valuer@gmail.com; Phone +91 63792 52059



R. Dharmasankara Iyer & Co ANNEXURE - 6
Chartered Accountants

CERTIFICATE

On the basis of examination of the Scheme of Amalgamation approved by the Board of Directors of M/s. **RMKV Silks Private Limited (CIN: U52320TN2011PTC081680)** approved at their meeting held on 25/06/2025 and other relevant records produced to us and according to the information and explanation given to us by M/s. **RMKV Silks Private Limited (CIN: U52320TN2011PTC081680)** having its Registered Office at 176-F, Trivandrum Road, Vannar Pettai, Tirunelveli - 627003, Tamil Nadu, we hereby certify and confirm that the Accounting Treatment as mentioned in Section 9 of Part II of the Scheme of Amalgamation of M/s. **RMKV Fabrics Private Limited (Transferor Company)** and M/s. **RMKV Silks Private Limited (Transferee Company)** is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.

This Certificate is issued at the request of the Company for the purpose of Scheme of Amalgamation between M/s. **RMKV Fabrics Private Limited (CIN: U52300TN2011PTC081630) (Transferor Company)** and M/s. **RMKV Silks Private Limited (CIN: U52320TN2011PTC081680) (Transferee Company)** to be filed by the company with regulatory authorities.

For R. Dharmasankara Iyer & Co
Chartered Accountants

D. Ramakrishna Iyer
Partner
M.No:018939
FRN: 000751S
UDIN: 25018939BMUMOU7706
Date: 10/07/2025
Place: Tirunelveli



No: 188, Main road, Perumalputam, Tirunelveli -627007

✉: rdcoffiling1@gmail.com ☎: 0462 -3554398, 2531750

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
CHENNAI BENCH, CHENNAI-II**

MA (CA) / 1 / CHE/ 2025 IN CONNECTION WITH CA (CAA)/ 64 (CHE)/ 2025

**IN THE MATTER OF SECTIONS 230 TO 240 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013**

AND

**IN THE MATTER OF SCHEME OF AMALGAMATION OF RMKV FABRICS PRIVATE
LIMITED (TRANSFEROR COMPANY) WITH RMKV SILKS PRIVATE LIMITED
(TRANSFeree COMPANY)**

RMKV Fabrics Private Limited

CIN: U52300TN2011PTC081630

A company registered under the Companies Act, 1956

Having its registered office at

176-F, Trivandrum Road Vannarpettai

Tirunelveli- 627003

... Amalgamating Company /Transferor Company

UNSECURED TRADE CREDITORS

ATTENDANCE SLIP

**MEETING OF THE UNSECURED TRADE CREDITORS ON FRIDAY, THE 14TH DAY OF
NOVEMBER, 2025 AT 12.00 P.M. AT THE REGISTERED OFFICE AT NO. 176-F,
TRIVANDRUM ROAD, VANNARPETTAI, TIRUNELVELI – 627003, TAMIL NADU**

NAME OF THE UNSECURED TRADE CREDITORS/ PROXY HOLDER	
ADDRESS	
AMOUNT DUE (in Rs.)	

I certify that I am a Registered Unsecured Trade Creditor /Proxy for the Registered Unsecured Trade Creditor of the Company.

I hereby record my presence at the meeting of the Unsecured Trade Creditors of **RMKV FABRICS PRIVATE LIMITED** on Friday, the **14th day of November, 2025**.

Signature of Unsecured Trade Creditor / Proxy

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
CHENNAI BENCH, CHENNAI-II**

MA (CA) / 1 / CHE/ 2025 IN CONNECTION WITH CA (CAA)/ 64 (CHE)/ 2025

**IN THE MATTER OF SECTIONS 230 TO 240 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013**

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FORM OF PROXY

I/We, the undersigned Unsecured Trade Creditor(s) of **RMKV FABRICS PRIVATE LIMITED** hereby appoint _____ of _____ and failing him/her _____ of _____ as my/our proxy to act for me/us on my/our behalf at the Meeting of the **UNSECURED TRADE CREDITORS** of **RMKV FABRICS PRIVATE LIMITED** to be held on Friday, the **14th day of November, 2025** at **10.00 A.M.** at the Registered Office of the Company at **No.176-F, Trivandrum Road, Vannarpettai, Tirunelveli – 627003, Tamil Nadu** for the purpose of considering and if thought fit, approving with or without modification(s), the Scheme of Amalgamation between **RMKV FABRICS PRIVATE LIMITED** with **RMKV SILKS PRIVATE LIMITED**, at such meeting and at any adjournment or adjournments 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") relating to the said Scheme of Amalgamation and the resolution, either with or without modification, as my/our proxy may approve.

[Strike out what is not necessary]

Dated this _____ day of _____ 2025

Name: _____

Address:

Signature

Affix Re. 1
Revenue
Stamp

Note:

1. All alterations made in the Form of Proxy should be initialed.
2. Proxy, in order to be effective, to be deposited at the Registered Office of the Company at No. 176-F, Trivandrum Road, Vannarpettai, Tirunelveli – 627003, Tamil Nadu not later than 48 hours before the meeting.
3. The Corporate Members intending to send their Authorised Representatives to attend the meeting are requested to send to the Company, a Certified True Copy of the Board Resolution / Authorization Letter(s) authorising their Representative to attend and vote on their behalf at the Meeting.