

ASIAN STAR COMPANY LIMITED

(CIN: L36910MH1995PLC086017)

Registered Office: 114 - C, Mittal Court, Nariman Point, Mumbai – 400 021

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NOTICE OF MEETING OF THE EQUITY SHAREHOLDERS OF ASIAN STAR COMPANY LIMITED CONVENED AS PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

Day	Monday
Date	12 th March 2018
Time	2.30 p.m.
Venue	Sangam Hall, Agarwal Bhavan, 100-C Marine Drive, Next to Indian Oil Petrol Pump, Mumbai-400002

POSTAL BALLOT AND E-VOTING	
Commencing on:	Friday, 9 th February 2018 (IST 9.00 am)
Ending on:	Saturday, 10 th March 2018 (IST 5.00 pm)

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Form CAA 2 Pursuant to Section 230(3) and Rule 6 of Companies (Compromises, Arrangements & Amalgamations) Rules 2016]

**COMPANY SCHEME APPLICATION NO. 1004 OF 2017
ASIAN STAR COMPANY LIMITED TRANSFEREE COMPANY
NOTICE OF THE MEETING OF EQUITY SHAREHOLDERS OF THE TRANSFEREE COMPANY**

To,
The Equity Shareholders

Notice is hereby given that by an order dated the 19th day of January 2018, the Mumbai Bench of the National Company Law Tribunal has directed a meeting to be held of Equity Shareholders of the said Company for the purpose of considering, and, if thought fit, approving, with or without modification, the Scheme of / Merger by Absorption of 'Asian Star Jewels Private Limited ('Transferor Company') with Asian Star Company Limited ('Transferee Company') and their Respective Shareholders.

In pursuance of the said order and as directed therein, further notice is hereby given that the meeting of 'Equity Shareholders' of the said Transferee Company will be held at Sangam Hall, Agarwal Bhavan, 100-C Marine Drive, Next to Indian Oil Petrol Pump, Mumbai - 400002 on Monday the 12th day of March 2018 at 2.30p.m and members are requested to attend to transact the following business:

To consider and, if thought fit, approve with or without modification(s), the following resolution under Section 230 read with Section 232 of the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof for the time being in force), and other applicable provisions of Companies Act, 2013, and the provisions of the Memorandum and Articles of Association of the Company for approval of the Merger by Absorption embodied in the Scheme of Amalgamation of Asian Star Jewels Private Limited ('Transferor Company') with Asian Star Company Limited ('Transferee Company' or 'the Applicant Company') and their Respective Shareholders ('Scheme' or 'the Scheme').

"RESOLVED THAT pursuant to the provisions of Sections 230(3) and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof for the time being in force), the provisions of the Memorandum and Articles of Association of the Company and subject to the approval of the National Company Law Tribunal, if and when applicable, and subject to such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by the Hon'ble National Company Law Tribunal, if and when applicable or by any regulatory or other authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the "Board", which term shall be deemed to mean and include one or more Committee(s) constituted/to be constituted by the Board or any other person authorised by it to exercise its powers including the powers conferred by this Resolution), the proposed amalgamation embodied in the scheme of merger by absorption of Asian Star Jewels Private Limited with Asian Star Company Limited and their respective shareholders ("Scheme") placed before this meeting and initialed by the Chairman of the meeting for the purpose of identification, be and is hereby approved.

RESOLVED 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 this resolution and effectively implement the amalgamation 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 National Company Law Tribunal, if and when applicable while sanctioning the merger by absorption embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as the Board may deem fit and proper."

The Explanatory Statement under Section 230 read with Section 102 of the Companies Act, 2013, along with copy of the Scheme and other annexures including Proxy Form, Attendance Slip and Postal Ballot Form are enclosed herewith.

Copies of the said Scheme of Merger by Absorption and the statement under Section 230 of the Companies Act, 2013 are annexed to this Notice and can be obtained free of charge at the Registered Office of the Transferee Company. Persons entitled to attend and vote at the meeting, may vote in person or by proxy, provided that all proxies in the prescribed form, duly signed or authorized by the said person, are deposited at the Registered Office of the Company at 114-C, Mittal Court, Nariman Point, Mumbai - 400021 not later than 48 hours before the meeting.

Form of proxy is also annexed to this Notice and can be obtained from the Registered Office of the Company.

The Tribunal has appointed Mr. Arvind Tarachand Shah, Director of the Transferee Company, and failing him, Mr. Vipul Prabodh Shah, Managing Director and Chief Executive Officer of the Transferee Company, and failing him Mr. Rahil Vipul Shah, Director of Transferee Company as Chairman of the said meeting. The above mentioned Scheme of Merger by Absorption, if approved at the meeting, will be subject to the subsequent approval of the Tribunal.

Date: 2nd Day of February, 2018

Place: Mumbai

Registered Office: 114-C, Mittal Court,
Nariman Point, Mumbai – 400021.

Sd/-
Arvind Tarachand Shah
DIN: 00004720
Chairman appointed for the Meeting

Notes:

1. A registered equity shareholder entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of himself and a proxy need not be a member. The instrument appointing a proxy should however be deposited at the registered office of the Transferee Company not less than 48 hours before the commencement of the meeting.
2. A person can act as a proxy on behalf of Members not exceeding 50 (fifty) and holding in the aggregate not more than 10% of the total share capital of the Transferee Company carrying voting rights. A Member holding more than 10% of the total share capital of the Transferee Company carrying voting rights may appoint a single person as proxy and such person shall not act as a proxy for any other person or Member. In case of joint holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote at the meeting. All alterations made in the form of proxy should be initialed.
3. The equity shareholders of the Transferee Company whose names appearing in the records of the Company as on 2nd day of February, 2018 shall be eligible to attend and vote at the meeting of the equity shareholders of the Transferee Company either in person or by proxies or cast their votes either through postal ballot or by using remote e-voting facility.
4. Only registered Equity Shareholders of the Transferee Company may attend and vote (either in person or by proxy or by authorized representative under applicable provisions of the Companies Act, 2013) at the Equity shareholders' meeting. The authorized representative of a body corporate which is a registered equity shareholder of the Transferee Company may attend and vote at the meeting provided a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate authorizing such representative to attend at the meeting is deposited at the registered office of the Transferee Company not later than 48 hours before the schedule time of the commencement of meeting.
5. During the period beginning 24 hours before the time fixed for the commencement of the meeting and ending the conclusion of the meeting, a shareholder would be entitled to inspect the proxies lodged at any time during the business hours of the Transferee Company, provided that not less than 3 (three) days of notice in writing is given to the Transferee Company.
6. The Notice convening the meeting will be published through advertisement in The Free Press Journal in English language and translation thereof in Navshakti in Marathi language (both Mumbai Editions).
7. A Member or his/her Proxy is requested to bring the copy of the notice to the Meeting and produce the attendance slip, duly completed and signed, at the entrance of the Meeting venue.
8. Registered equity shareholders who hold shares in dematerialized form are requested to bring their Client ID and DP ID details for easy identification of the attendance at the meeting.
9. The notice is being sent to all equity shareholders, whose name appeared in the register of members/ beneficial owners as on 2nd Day of February, 2018. This notice of the meeting of the equity shareholders of the Transferee Company is also displayed / posted on the website of the Transferee Company at www.asianstargroup.com and on the website of CDSL at www.evotingindia.com.
10. Foreign Portfolio Investors (FPIs), if any, who are registered equity shareholder(s) of the Company would be required to deposit certified copies of Custodial resolutions/Power of Attorney (POA), as the case may be, authorizing the individuals named therein, to attend and vote at the meeting on its behalf. These documents must be deposited at the registered office of the Company not later than 48 hours before the meeting.
11. In compliance with provisions of Section 108 of the Companies Act, 2013 read with Rule 20 of the [5] Companies (Management and Administration) Rules 2014 (including any statutory modification(s), clarifications, exemptions or re-enactments thereof for the time being in force), Regulation 44 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Secretarial Standards on General Meetings (SS – 2), the Company is providing to its Members remote e-voting facility through CDSL. Please note that e-voting is optional. The instructions to e-voting explain the process and manner for generating/receiving the password, and for casting of vote(s) in a secure manner.
12. Members can opt only for one mode of voting. If a Member has opted for remote e-voting, then he/she should not vote by postal ballot and vice-versa. However, in case Members cast their vote both through postal ballot and remote e-voting, then voting through remote e-voting shall prevail and voting done by postal ballot shall be treated as invalid.
13. It is clarified that votes may be cast by shareholders either by postal ballot or e-voting and casting of votes by postal ballot or e-voting does not disentitle them from attending the meeting. Shareholder after exercising his right to vote through postal ballot or e-voting shall not be allowed to vote again at the meeting.
14. Voting rights shall be reckoned on the paid up value of the equity shares registered in the name of Members on the cut-off date i.e. 2nd Day of February, 2018.
15. The voting period for postal ballot and remote e-voting shall commence on and from Friday, February 9, 2018 at 9:00 a.m. and end on Saturday, March 10, 2018 at 5:00 p.m.
16. A postal ballot form along with self-addressed postage pre-paid envelope is also enclosed. Members are requested to carefully read the instructions printed in the postal ballot form and return the form duly completed with assent (for) or dissent (against), in the attached Business Reply Envelope, so as to reach the Scrutinizer on or before Saturday, March 10, 2018 at 5:00 p.m.

17. Members who have received the Notice by e-mail and who wish to vote through postal ballot can download the postal ballot form from the Company's website www.asianstargroup.com. In case a Member is desirous of obtaining a printed duplicate postal ballot form, he or she may send an e-mail to secretarial@asianstargroup.com.
18. Once the vote on a resolution is cast by a shareholder through remote e-voting, he/she/it shall not be allowed to change it subsequently.
19. The Company is also offering facility for voting by way of ballot papers at the meeting for the Members attending the meeting who has not cast their vote by remote e-voting/ postal ballot form.
20. A Member may attend the meeting even after exercising his right to vote either through postal ballot or through remote e-voting, but cannot vote again at the meeting.
21. The Company has appointed Mr. Yogesh Choudhary, Practicing Company Secretary (C.O.P No 14719) as the Scrutinizer to scrutinize the votes cast either electronically or on postal ballot or by way of ballot papers at the meeting and submit the report on votes cast to the Chairman of the Meeting within 48 hours from the conclusion of the Meeting.
22. The Scrutinizer shall, immediately after the conclusion of meeting, count the votes cast at the meeting and thereafter, unblock the votes cast through remote e-voting in the presence of at least two witnesses "not in employment of the Company". The Scrutinizer shall submit a consolidated Scrutinizer's Report of the total votes cast in favour of or against, if any, not later than 48 hours after the conclusion of the meeting to the Chairman or a person authorised by him. The Chairman, or any other person authorised by the Chairman, shall declare the result of the voting forthwith.
23. The resolution will be deemed to be passed on the meeting date subject to receipt of the requisite number of votes in favour of the resolutions. The results declared along with the scrutinizers report shall be placed on the Company's website www.asianstargroup.com and on CDSL website www.evotingindia.com, immediately after the result is declared by the Chairman.
24. All the documents referred to in the Explanatory Statement are open for inspection by the Members at the registered office of the Company between 10:00 a.m. to 12.00 noon on all working days (except Saturdays, Sundays and public holidays) up to the date of the meeting. The said documents shall also be available for inspection at the venue of the meeting.
25. The proposed Scheme, if assented by majority of shareholders representing three-fourth of the value, by way of postal ballot, remote e-voting and by way of ballot papers at the meeting shall be considered as passed on the date of the meeting i.e. March 12, 2018.

VOTING THROUGH ELECTRONIC MEANS

The Company has engaged the services of Central Depository Services (India) Limited (CDSL) for the purpose of providing e-voting facility to all its Members.

The business of this General Meeting may be transacted through e-voting as per details given below:

- (a) Date and time of commencement of e-voting: Friday, February 9, 2018 at 9:00 a.m.
- (b) Date and time of end of e-voting, beyond which voting will not be allowed: Saturday, March 10, 2018 at 5:00 p.m. The e-voting module shall be disabled by CDSL for voting, thereafter.
- (c) During this period shareholders' of the Company, holding shares either in physical form or in dematerialized form, as on the cutoff date Friday, February 2, 2018 may cast their vote electronically, irrespective of mode of receipt of this notice by the shareholder.
- (d) Details of Website for e-voting: www.evotingindia.com
- (e) Details of Scrutinizer: Mr. Yogesh Choudhary, Practicing Company Secretary. (COP No. 14719), E-mail: yogesh84cs@gmail.com
- (f) **Once the vote on a resolution is cast by the shareholder, the shareholder shall not be allowed to change/modify the vote subsequently.**

The instructions for members for voting electronically are as under:-

- (i) The voting period begins on February 9, 2018 at 9:00 a.m (IST) and ends on March 10, 2018 at 5:00 p.m. (IST). During this period shareholders' of the Company, holding shares either in physical form or in dematerialized form, as on February 2, 2018 being the cut-off date may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting thereafter.
- (ii) Log on to the e-voting website www.evotingindia.com
- (iii) Click on Shareholders / Members

- (iv) Now Enter your User ID
- For CDSL: 16 digits beneficiary ID,
 - For NSDL: 8 Character DP ID followed by 8 Digits Client ID,
 - Members holding shares in Physical Form should enter Folio Number registered with the Company.
- (v) Next enter the Image Verification as displayed and Click on Login.
- (vi) If you are holding shares in demat form and had logged on to www.evotingindia.com and voted on an earlier voting of any company, then your existing password is to be used.
- (vii) If you are a first time user follow the steps given below:

For Members holding shares in Demat Form and Physical Form	
PAN	<p>Enter your 10 digit alpha-numeric PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders)</p> <ul style="list-style-type: none"> Members who have not updated their PAN with the Company/Depository Participant are requested to use the first two letters of their name and the 8 digits of the sequence number (refer serial no. printed on the name and address sticker/Postal Ballot Form/mail) in the PAN field. In case the sequence number is less than 8 digits enter the applicable number of 0's before the number after the first two characters of the name in CAPITAL letters. E.g. If your name is Ramesh Kumar with serial number 1 then enter RA00000001 in the PAN field.
Dividend Bank Details OR Date of Birth (DOB)	<p>Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the company records in order to login.</p> <ul style="list-style-type: none"> If both the details are not recorded with the depository or company please enter the member id / folio number in the Dividend Bank details field as mentioned in instruction (iv).

- (viii) After entering these details appropriately, click on "SUBMIT" tab.
- (ix) Members holding shares in physical form will then reach directly the Company selection screen. However, members holding shares in demat form will now reach 'Password Creation' menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- (x) For Members holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
- (xi) Click on the EVSN for Asian Star Company Limited on which you choose to vote.
- (xii) On the voting page, you will see "RESOLUTION DESCRIPTION" and against the same the option "YES/NO" for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
- (xiii) Click on the "RESOLUTIONS FILE LINK" if you wish to view the entire Resolution details.
- (xiv) 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.
- (xv) Once you "CONFIRM" your vote on the resolution, you will not be allowed to modify your vote.
- (xvi) You can also take out print of the voting done by you by clicking on "Click here to print" option on the Voting page.
- (xvii) If Demat account holder has forgotten the changed password then enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.
- (xviii) Shareholders can also cast their vote using CDSL's mobile app m-Voting available for android based mobiles. The m-Voting app can be downloaded from Google Play Store. Apple and Windows phone users can download the app from the App Store and the Windows Phone Store respectively. Please follow the instructions as prompted by the mobile app while voting on your mobile.
- (xix) Note for Non – Individual Shareholders and Custodians
- Non-Individual shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to www.evotingindia.com and register themselves as Corporates.

- A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to helpdesk.evoting@cdslindia.com.
 - After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
 - The list of accounts linked in the login should be mailed to helpdesk.evoting@cdslindia.com and on approval of the accounts they would be able to cast their vote.
 - A scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.
- (xx) In case you have any queries or issues regarding e-voting, you may refer the Frequently Asked Questions (“FAQs”) and e-voting manual available at www.evotingindia.com, under help section or write an email to helpdesk.evoting@cdslindia.com.

BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

COMPANY SCHEME APPLICATION NO. 1004 OF 2017

IN THE MATTER OF SECTION 230 TO 232 OF THE COMPANIES ACT, 2013

AND

IN THE MATTER OF SCHEME OF MERGER BY ABSORPTION OF

ASIAN STAR JEWELS PRIVATE LIMITED
(Transferor Company)

WITH

ASIAN STAR COMPANY LIMITED
(Transferee Company)

And

Their Respective Shareholders

COMPANY APPLICATION NO: 1004/2017

ASIAN STAR COMPANY LIMITED, a
Company Incorporated under the provisions
Of the Companies Act, 1956 and having its
Registered Office at 114-C Mittal Court,
Nariman Point, Mumbai - 400021

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APPLICANT/TRANSFEREE COMPANY

EXPLANATORY STATEMENT UNDER SECTION 230(3) OF THE COMPANIES ACT, 2013 READ WITH SECTION 102 OF THE COMPANIES ACT 2013 FOR THE MEETING OF EQUITY SHAREHOLDERS OF ASIAN STAR COMPANY LIMITED CONVENED AS PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL

The following statement as required under Section 230(3) of the Companies Act, 2013 read with Section 102 of the Companies Act, 2013 sets forth the details of the proposed Scheme, its effects and, in particular any material interests of the Directors in their capacity as members.

1. Pursuant to the Order dated 19th January 2018 passed by the Mumbai Bench of the National Company Law Tribunal, in the Company Application referred to herein above, meeting of the Equity Shareholders of the Transferee Company, is being convened and held for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed Scheme of Merger by Absorption (herein after referred to as Scheme of Amalgamation or Scheme) of Asian Star Jewels Private Limited with Asian Star Company Limited and their respective shareholders under Sections 230 to 232 of the Companies Act, 2013 ("Act") (including any statutory modification or reenactment or amendment thereof) read with the rules issued thereunder and provisions of the Companies Act, 2013 as may be applicable.
2. Apart from the Tribunal Convened Meeting of the Equity Shareholders of the Transferee Company, to seek their approval for the Scheme of Amalgamation in the nature of Amalgamation between Asian Star Company Limited and Asian Star Jewels Private Limited and their respective shareholders ("the Scheme") under section 230 to 232 of the Companies Act, 2013 the approval of the secured creditors and unsecured creditors of the Transferee Company has been obtained.
3. A copy of the Scheme setting out in detail the terms and conditions of the proposed Scheme which has been approved by the Board of Directors of the Company is enclosed herewith.
4. Background of **Asian Star Jewels Private Limited** ("the Transferor Company") is as under:
 - I. Asian Star Jewels Private Limited was incorporated on 16th December 2008 under the Companies Act, 1956, in the State of Maharashtra. The Corporate Identity Number (CIN) of the Transferor Company is U36911MH2008PTC188936. The entire paid-up share capital of Transferor Company is held by the Applicant Company (Transferee Company).
 - II. The Registered office of the Transferor Company is situated at Gala No. G-23, G & J Complex III, SEEPZ, SEZ, Andheri (East) Mumbai - 400096.
 - III. The Authorised, Issued, Subscribed and paid-up Share Capital of the Transferor Company as on 31st March, 2017 is as under:

Particulars	Rs.
Authorized Share Capital:	
10,00,000 Equity Shares of Rs. 10/- each	1,00,00,000
Issued, Subscribed and Paid up Share Capital:	
10,00,000 Equity Shares of Rs. 10/- each	1,00,00,000

There is no change in the share capital of the Transferor Company till date. The Transferee Company holds 10,00,000 Equity Shares of Transferor Company. Accordingly, the Transferor Company is wholly owned subsidiary of the Transferee Company.

- IV. The main object of the Transferor Company is set out in the Memorandum of Association as under: To act as importers, exporters, manufacturers, processors, investors, wholesalers, distributors, retailers, dealers and indenting agents of diamonds, synthetic stones, gems and jewellery, precious and semi-precious stones, bullion, gold, silver and/or any other precious metal and ornaments and articles made thereof including jewellery, decorative and precious objects of arts and crafts and to cut, design, polish rough diamonds, gems and precious stones, to act as a government recognized Trading House Company and to do the business relating to gems and Jewellery industry.
- V. The Transferor Company is engaged in business as importers, exporters, manufacturers, wholesalers, and retailers of diamonds, gold, Jewellery, silver, bullion, precious and semi-precious stones and other semi-precious metals.

5. Background of **Asian Star Company Limited** (“the Transferee Company” or “the Applicant Company”) is as under :

- I. Asian Star Company Limited was originally incorporated on 2nd March, 1995 under the Companies Act, 1956. The Corporate Identity Number (CIN) of Transferee Company is L36910MH1995PLC086017.
- II. Registered office of the Transferee Company is situated 114-C, Mittal Court, Nariman Point, Mumbai - 400021.
- III. The Authorised, Issued, Subscribed and paid-up Share Capital of the Transferee Company as on 31st March, 2017 is as under:

Authorised	Amount (Rs.)
2,50,00,000 Equity Shares of Rs. 10/- each.	250,000,000
4,00,00,000 Redeemable Cumulative Preference Shares of Rs. 10/- each	400,000,000
Total	650,000,000
Issued, Subscribed & Paid up	
1,60,06,800 Equity Shares of Rs. 10/- each	16,00,68,000
Total	16,00,68,000

There is no change in the share capital of the Transferee Company till date. The Transferee Company's shares are listed on BSE Ltd. The Present Issued, Subscribed and Paid Up Capital of the Transferee Company is Rs. 16,00,68,000 divided into 1,60,06,800 Equity Shares of Rs 10/- each.

- IV. The main objects specified in the Memorandum of Association of the Transferee Company is briefly as follows: To act as importers, exporters, manufacturers, processors, investors, wholesalers, distributors, retailers, dealers and indenting agents of diamonds, synthetic stones, gems and jewellery, precious and semi-precious stones, bullion, gold, silver and other precious metal, miners and ornaments and articles made thereof including jewellery, decorative and precious objects of arts and crafts and to cut, design, polish rough diamonds, gems and precious stones, to act as a government recognized Trading House Company.
- V. The Transferee Company is engaged in business as importers, exporters, manufacturers, wholesalers, and retailers of diamonds, gold, Jewellery, silver, bullion, precious and semi-precious stones and other precious metals.

6. **Rationale and Silent Features of the scheme:**

A. **Rationale of the Scheme of Amalgamation i.e. Merger by Absorption**

- (a) Greater integration and greater financial strength and flexibility for the Transferee company which would result in maximizing overall shareholders value, and will improve the competitive position of the combined entity.
- (b) Greater efficiency in cash management of the Transferee Company, and unfettered access to cashflows generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholders value.
- (c) Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
- (d) Cost savings are expected to flow from more focused operational efforts, rationalization, standardization and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.
- (e) Achieving economies of scale.
- (f) Greater ability of the Transferee Company to raise financial resources, either as equity or debt, based on combined financials.

B. The salient features of the Scheme are set out hereunder:

- a. The Appointed Date of the Scheme of Amalgamation is **April 1, 2017**.
- b. The Effective Date of Scheme of Amalgamation shall be last of the dates on which certified copy of the order of the Hon'ble Tribunal, under section 232 of the Companies Act, 2013 sanctioning the Scheme of Amalgamation, is filed by the Transferor Company and Transferee Company with Registrar of Companies, Mumbai.
- c. Upon coming into effect of this Scheme and with effect from Appointed Date and subject to provisions of the Scheme, all assets, being movable or immovable, tangible or intangible, all intellectual property rights, belonging to the Transferor Company and rights, titles and interest therein, if any, shall pursuant to provisions of section 232(4) of the Companies Act, 2013 be transferred and stand vested to the Transferee Company.
- d. Upon coming into effect of this Scheme and with effect from Appointed Date, All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and tax credits under various statutes, benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Section 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and tax credits under various statutes, benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.
- e. Upon coming into effect of this Scheme and with effect from Appointed Date, all secured and unsecured liabilities, borrowings (long-term and short-term), including liabilities of every kind, nature and description, whether present or future, including contingent liabilities, of Transferor Company shall also be transferred to and vested in or be deemed to be transferred to and stand vested in, without any further act, instrument or deed to Transferee Company pursuant to provisions of section 230 to 232 of the Companies Act, 2013;
- f. Upon coming into effect of this Scheme, all suits, actions, claims and legal proceedings by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and / or 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 originally instituted and/or pending and/or arising by or against the Transferee Company. On and from the Effective Date, the Transferee Company shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Undertaking, in the same manner and to the same extent as would or might have been initiated by the Transferor Company as the case may be, had the Scheme not be made; If any suit, appeal or other proceedings relating to the Undertaking, of whatever nature by or against the Transferor Company be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Undertaking or by anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.
- g. Upon coming into effect of this Scheme, All the permanent employees of the Transferor Company who are in its employment as on the Effective Date shall become the permanent employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favorable than those on which they are engaged or employed by the Transferor Company. It is clarified that the employees of the Transferor Company who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the employees of the Transferee Company), unless otherwise determined by the Board of Directors of the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, validly entered into by the Transferor Company with any union/employee of the Transferor Company (as may be recognized by the Transferor Company). After the Effective Date, the Transferee Company shall be entitled to vary the terms and conditions as to employment and remuneration of the employees of the Transferor Company on the same basis as it may do for the employees of the Transferee Company.
- h. The entire issued, subscribed and paid-up share capital of the Transferor Company is held by the Transferee Company along with its nominees. Upon the scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of its holding in the Transferor Company and the Paid up share capital of the Transferor Company shall stand cancelled without any further act.
- i. With Effect from the Appointed Date and upon the scheme becoming effective, the transferee Company shall follow the Pooling of Interest Method for the purpose of Amalgamation. The unabsorbed depreciation and losses of the Transferor Company, if any shall be treated as the unabsorbed depreciation and losses of the transferee Company as on the Appointed Date and the Transferee Company shall be entitled to carry forward losses and unabsorbed depreciation of the Transferor Company and to revise its tax returns and including any loss, returns related tax deduction certificates and to claim refund, advance tax credits etc., accordingly .

THE FEATURES SET OUT ABOVE BEING ONLY THE SALIENT FEATURES OF THE SCHEME OF AMALGAMATION, THE EQUITY SHAREHOLDERS OF THE TRANSFEREE COMPANY ARE REQUESTED TO READ THE ENTIRE TEXT OF THE SCHEME OF AMALGAMATION TO GET THEMSELVES FULLY ACQUAINTED WITH THE PROVISIONS THEREOF.

7. Disclosures with Stock Exchange

Pursuant to the SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 read with Regulation 37 of the SEBI Listing Regulations, any scheme which provide for merger of a Wholly owned Subsidiary (WOS) with the its Holding Company which is listed on the Stock Exchange, the parent company shall not be required to obtain approval of the said Stock Exchange. Such schemes shall be filed with stock exchanges for the limited purpose of disclosures only. Pursuant to said circular, the Transferee Company had filed draft Scheme with BSE Ltd. A copy of the acknowledgement issued by BSE Ltd. upon filing of Scheme of Amalgamation is enclosed herewith.

8. Board Meeting

The Proposed Scheme was placed before the Board of Directors of the Transferee Company on August 10, 2018.

9. Submissions, Approvals and Other Information

The Transferee Company and Transferor Company have made joint applications before the Mumbai Bench of the National Company Law Tribunal for the sanction of the Scheme under Sections 230 to 232 of the Companies Act, 2013 and the corresponding Sections 391 to 394 of the Companies Act, 1956, to the extent applicable.

10. Directors, Promoters and Key Managerial Personnel

a. The directors of the Transferor Company and the Transferee Company and relatives of the aforementioned persons may be deemed to be concerned and / or interested in the Scheme only to the extent of their shareholding directly in the respective companies that are the subject of the Scheme, or to the extent the said persons are interested or involved in any of the companies that are the subject of the Scheme or any entity that directly holds shares in any of the companies.

b. Key Managerial Personnel (KMPs) other than Directors and their relatives may be deemed to be concerned and/or interested in the Scheme only to the extent of their shareholding directly in the respective companies that are the subject of the Scheme.

c. Save as aforesaid, none of the Directors of the Transferor Company and the Transferee Company and their relatives have any material concern or interest, financial and / or otherwise in the Scheme.

d. Names of Promoters and Directors of Transferor Company along with their addresses are as follows:

(i) Names of Promoters along with their address:

S.No	Name	Address
1.	Asian Star Company Limited	114-C Mittal Court, Nariman Point, Mumbai - 400021

(ii) Names of Directors along with their DIN and address:

S.No	Name	Designation	DIN	Address
1	Dinesh Tarachand Shah	Director	00004685	41, Cliff Apartments, Ridge Road Mumbai - 400006
2	Arvind Tarachand Shah	Director	00004720	32-A, Atlas Apartment, 11 Harkness Road, Mumbai -400006
3	Priyanshu Arvind Shah	Director	00004759	32-A, Atlas Apartment 11 Harkness Road, Mumbai 400006
4	Shripad Vasudev Kulkarni	Independent Director	06930636	Room No. 003, Mahavir Sadan CHSL, Karve Road, Vishnu Nagar, Dombivli 421202
5	Poonam Anant Mahapadi	Independent Director	06997526	B/14 Hari Mukund CHSL, Opp. Suyog Mangal Hall, Tilak Nagar. Dombivli East 421201

e. Names of Promoters and Directors of Transferee Company along with their addresses are as follows:

(i) Names of Promoters along with their address:

Name	Address
Vipul Prabodh Shah	Legend 220, Flat No. 801,8th Floor, Walkeshwar Road,Mumbai – 400006
Arvind Tarachand Shah	32, Atlas Apartment,11, Harkness Road,Mumbai – 400006
Priyanshu Arvind Shah	32, Atlas Apartment,11, Harkness Road,Mumbai – 400006
Dharmesh Dinesh Shah	41, Cliff Apartment,25/27 Ridge Road,Mumbai - 400 006
Dinesh Tarachand Shah	41, Cliff Apartment,25/27 Ridge Road,Mumbai - 400 006
Rasila Arvind Shah	32, Atlas Apartment,11, Harkness Road,Mumbai – 400006
Nirmalaben Dinesh Shah	41, Cliff Apartment,25/27 Ridge Road,Mumbai - 400 006

ii) **Names of Directors along with their DIN and address:**

S.No.	Name of Director	Designation	DIN	Address
1.	Dinesh Tarachand Shah	Director and Chief Financial Officer	00004685	41, Cliff Apartment, Ridge Road, Mumbai 400006
2.	Dharmesh Dinesh Shah	Director	00004704	41, Cliff Apartment Ridge Road Mumbai 400006
3.	Arvind Tarachand Shah	Wholetime Director	00004720	32-A, Atlas Apartment, 11 Harkness Road, Mumbai 400006
4.	Vipul Prabodh Shah	Managing Director and Chief Executive Officer	00004746	Legend 220, Flat No.- 801 A, 8th Floor, Walkeshwar Road, Mumbai 400006
5.	Priyanshu Arvind Shah	Wholetime Director	00004759	32-A, Atlas Apartment, 11 Harkness Road Mumbai 400006
6.	Apurva Rajendra Shah	Director	00004781	25, Sagar Mahal, 65, Walkeshwar Road, Mumbai 400006
7.	Kundapur Mohanram Pai	Director	00007198	904, Salavation Apartment C.H.S. Ltd. N. M. Kale Marg, Dadar Mumbai 400028
8.	Neha Rajen Gada	Director	01642373	A 704, Satguru Sharan II, Sant Ramdas Marg, Mulund-East, Mumbai 400081
9.	Milind Hasmukh Gandhi	Director	01658439	1001, Crescent Heights, V. N. Naik Marg, Forjett Street, Mumbai 400036
10.	Anand Hasmukh Gandhi	Additional Director	01668879	Flat No. 27, Jay Mahal, 5th Floor Plot No.15, A Road, Churchgate Mumbai 400020
11.	Miyar Ramanath Nayak	Director	03352749	1106B, Tower I, Brigade Palm Spring, 24th Main Road, Puttenahalli, J.P. Nagar, 7th Phase Bangalore 560078
12.	Rahil Vipul Shah	Director	06811700	Legend 220, Flat No.- 801 A, 8th Floor, Walkeshwar Road, Mumbai 400006

11. **Pre and Post Scheme capital structure of the Applicant (Transferee) Company is as follows:**

Description	Pre-Scheme		Description	Post Scheme	
	No of Shares	Amount (Rs)		No of Shares	Amount (Rs)
Authorised Share Capital			Authorised Share Capital		
Equity Shares of Rs 10 each	25,000,000	250,000,000	Equity Shares of Rs 10 each	26,000,000	260,000,000
Redeemable Cumulative Preference Shares of Rs. 10/- each	40,000,000	400,000,000	Redeemable Cumulative Preference Shares Rs. 10/- each	40,000,000	400,000,000
Issue Share Capital: Equity Shares of Rs 10 each	No of Shares 16,006,800	Amount (Rs) 160,068,000	Issue Share Capital: Equity Shares of Rs 10 each	No of Shares 16,006,800	Amount (Rs) 160,068,000

12. Statement disclosing details of Amalgamation as per sub-section 3 of Section 230 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

		Transferee Company	Transferor Company
(i)	Details of the order of the NCLT directing the calling, convening and conducting of the meeting		
a.	Date of Order	19th January 2018	19th January 2018
b.	Date, time and venue of the meeting	12th March, 2018 2.30 p.m. Sangam Hall, Agarwal Bhavan, 100-C Marine Drive, Next to Indian Oil Petrol Pump, Mumbai-400002	12th March, 2018 12.30 p.m. 114-C Mittal Court, Nariman Point, Mumbai 400021
(ii)	Details of the Companies including		
A	Corporate Identification Number (CIN)	L36910MH1995PLC086017	U36911MH2008PTC188936
B	Permanent Account Number (PAN)	AAACA4856B	AAHCA4477B
C	Name of the Company	Asian Star Company Limited	Asian Star Jewels Private Limited
D	Date of Incorporation	02/03/1995	16/12/2008
E	Type of the Company	Company limited by Shares	Company limited by Shares
F	Registered Office address	114-C Mittal Court, Nariman Point, Mumbai MH 400021	Gala No. G-23, G&J Complex III, SeepzSez, Andheri (East) Mumbai - 400096
G	Email address	info@asianstargroup.com secretarial@asianstargroup.com	secretarial@asianstargroup.com
H	Summary of main object as per the memorandum of association; and main business carried on by the Company	To act as importers, exporters, manufacturers, processors, investors, wholesalers, distributors, retailers, dealers and indenting agents of diamonds, synthetic stones, gems and jewellery, precious and semi- precious stones, bullion, gold, silver and other precious metal, miners and ornaments and articles made thereof including jewellery, decorative and precious objects of arts and crafts and to cut, design, polish rough diamonds, gems and precious stones, to act as a government recognized Trading House Company.	To act as importers, exporters, manufacturers, processors, investors, wholesalers, distributors, retailers, dealers and indenting agents of diamonds, synthetic stones, gems and jewellery, precious and semi- precious stones, bullion, gold, silver and/or any other precious metal and ornaments and articles made thereof including jewellery, decorative and precious objects of arts and crafts and to cut, design, polish rough diamonds, gems and precious stones, to act as a government recognized Trading House Company and to do the business relating to gems and Jewellery industry.
I	Details of change of name, Registered Office and objects of the Company during the last five years	No change in name, Registered Office and objects of the Company during the last five years .	No change in name, Registered Office and objects of the Company during the last five years.
J	Name of stock exchange(s) where securities of the Company are listed, if applicable	BSE Limited (Bombay Stock Exchange).	Unlisted
K	Details of capital structure Authorized, Issued, subscribed and paid-up share capital	As per Point 5 of the Explanatory Statement.	As per Point 4 of the Explanatory Statement
L	Names of the promoters and directors along with their addresses	As per Para 10 (e) of the Explanatory Statement.	As per Para 10 (d) of the Explanatory Statement.

(iii)	If the scheme of Amalgamation relates to more than one company, the fact and details of any relationship subsisting between such companies who are parties to such scheme of Amalgamation, including holding, subsidiary or associate companies	The Applicant Company is a 100% Holding Company of the Transferor Company	The Transferor Company is a Wholly Owned Subsidiary of the Applicant Company.
(iv)	The date of board meeting at which the scheme was approved by the board of directors including the name of directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution	<p>10 August 2017</p> <p>The meeting was attended by majority of Directors and the resolution was passed with requisite majority</p> <p>1) Directors who voted in favour of the resolution:</p> <ul style="list-style-type: none"> • Dinesh Tarachand Shah • Arvind Tarachand Shah • Vipul Prabodh Shah • Priyanshu Arvind Shah • Apurva Rajendra Shah • Kundapur Mohanram Pai • Neha Rajen Gada • Milind Hasmukh Gandhi • Miyar Ramanath Nayak • Rahil Vipul Shah <p>2) Directors who voted against the resolution:</p> <p>- None</p> <p>3) Directors who did not vote/participated on such resolution:</p> <p>-None</p>	<p>10 August 2017</p> <p>The meeting was attended by majority of Directors and the resolution was passed with requisite majority</p> <p>1) Directors who voted in favour of the resolution:</p> <ul style="list-style-type: none"> • Dinesh Tarachand Shah • Arvind Tarachand Shah • Vipul Prabodh Shah • Shripad Vasudev Kulkarni • Poonam Anant Mahapadi <p>2) Directors who voted against the resolution:</p> <p>-None</p> <p>3) Directors who did not vote/participated on such resolution:</p> <p>- None</p>
(v)	Explanatory Statement disclosing details of the scheme of Merger by Absorption including:-		
A	Parties involved in Such Amalgamation	<p style="text-align: center;">Asian Star Company Limited (Transferee Company) Asian Star Jewels Private Limited (Transferor Company) And their respective shareholders</p>	
In case of Amalgamation, appointed Date			
Appointed Date		1st April, 2017	
Effective Date		The date on which certified copies of the NCLT order sanctioning this Scheme is filed with the Registrar of Companies, Mumbai.	
B	Share Exchange Ratio and other considerations, if any	Not applicable as it is a merger by absorption of a 100% Wholly Owned Subsidiary with its Holding Company.	
C	Details of capital or debt restructuring, if any	NIL	
D	Rationale for the Amalgamation	Refer Para 6 (A) of the Explanatory Statement.	

E	Benefits of the Amalgamation as perceived by the Board of directors to the company, members, creditors and others (as applicable)	As provided in the rationale for Amalgamation as stated in Para 6 (A) of the Explanatory Statement.	
F	Amount (Rs. In lacs) due to unsecured Creditors as of 31 December 2017	Rs. 35,586	Rs. 2,336
G	Amount (Rs In lacs) due to Secured Creditors as of 31 December 2017	Rs. 65,855	Rs. 2,657
(vi)	Disclosure about effect of the Amalgamation on		
A	Key Managerial personnel (KMP) (other than Directors)	No Effect	N.A
B	Directors	No Effect	Shall ceased to be Directors
C	Depositors	No Effect as none of the Companies have accepted any deposits	
D	Creditors	No Effect	Creditors, if any, shall become the creditors of the Transferee Company and paid off in the ordinary course of business. Inter-company creditors would get cancelled
E	Debenture holders	No Effect as none of the Companies have issued any debentures.	
F	Deposit trustee & Debenture trustee	No Effect as none of the Companies have any Deposit or Debenture trustees	
G	Employees of the company	No Effect	No Effect -as employees, if any, will become employees of the Transferee Company
(vii)	Disclosure about effect of Amalgamation on material interest of Directors		
	Directors	No material effect of Amalgamation	
	Key Managerial personnel	No material effect of Amalgamation	
	Debenture Trustee	Not Applicable as none of the Companies have any debenture trustees.	
(viii)	investigation or proceedings, if any, pending against the company under the Act	No investigation is pending against either of these companies under the Companies Act,2013	
(ix)	details of the availability of the following documents for obtaining extract from or for making or obtaining copies of or inspection by the members and creditors, namely:		
A	Contracts or Agreements material to the Amalgamation	There were no contracts or agreements material to the Scheme of Amalgamation.	
B	Such other information or documents as the Board or Management believes necessary and relevant for making decision things for or against the scheme	Refer point no. 10 of explanatory statement	

13. Shareholding Pattern

Since the Transferor Company is wholly owned subsidiary of the Transferee Company upon the scheme becoming effective all the Equity Shares held by the Transferee Company in the Transferor Company shall be cancelled and shall be deemed to have been cancelled without any further act or deed. Accordingly, there will be no issue and allotment of Shares of the Transferee Company to the shareholders of the Transferor Company. Consequently, there would be no change in the shareholding pattern of the Transferee Company arising out of the Scheme.

14. General

- a) The rights and interests of the Secured & Unsecured Creditors of Transferee Company will not be prejudicially affected by the Scheme as no sacrifice or waiver is, at all called from them nor their rights sought to be modified in any manner.
- b) In relation to the meeting of the Transferee Company, equity shareholders of the Transferee Company whose names are appearing in the records of the Company as on 2nd February, 2018 shall be eligible to attend and vote at the meeting of the equity shareholders of the Transferee Company convened at the direction of the Tribunal or cast their votes using remote e-voting facility.
- c) The following additional documents will be open for inspection to the equity shareholders of the Transferee Company at its Registered Office between 11:00 a.m. to 01:00 p.m. on all working days, except Saturdays, Sundays and Public Holidays, upto 1 (one) day prior to the date of the meeting:
 - (i) Audited Financial Statement of Accounts for the year ended on 31st March, 2017 of the Transferee Company and the Transferor Company.
 - (ii) Copy of the Order dated 19th January, 2018 of the Mumbai Bench of the National Company Law Tribunal in the said Company Application directing the convening and holding of the meetings of the Equity shareholders of the Transferee Company;
 - (iii) Memorandum of Association and Articles of Association of the Transferee Company.
 - (iv) Register of Directors and Shareholders of the Transferee Company.
 - (v) Certificate issued by auditors of the Transferee Company stating accounting treatment in conformity with the accounting standards.
 - (vi) Copies of the resolutions passed by the respective Board of Directors of Transferee Company and the Transferor Company dated 10th August 2017 approving the Scheme.
 - (vii) Scheme of Merger by Absorption.
- d) A copy of the Scheme, Explanatory Statement and Form of Proxy may be obtained free of charge on any working day (except Saturdays, Sundays and Public Holidays) from the Registered Office of Transferee Company at 114-C Mittal Court, Nariman Point, Mumbai - 400021
- e) This statement may be treated as an Explanatory Statement under Section 230 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and Section 102 and other applicable provisions of the Companies Act, 2013 and corresponding Section 393 of the Companies Act, 1956 and other applicable provisions of the Companies Act, 1956.

Place: Mumbai
Date: February 02, 2018

Regd Office:
114-C Mittal Court, Nariman Point,
Mumbai - 400021

By order of the Board of Directors
For Asian Star Company Limited

SD/-
Dinesh Tarachand Shah
Chairman & Chief Financial Officer
DIN: 00004685

SCHEME OF AMALGAMATION

UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013

OF

ASIAN STAR JEWELS PRIVATE LIMITED (THE "TRANSFEROR COMPANY")

AND

ASIAN STAR COMPANY LIMITED (THE "TRANSFeree COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS

GENERAL

A. Description of Company and Background

- I. ASIAN STAR JEWELS PRIVATE LIMITED, (CIN: U36911MH2008PTC188936) is a private limited company incorporated under the Company Act, 1956 having its registered office at Gala No. G-23, G & J Complex III, SEEPZ, SEZ, Andheri (East), Mumbai 400 096 (hereinafter referred to as the "Transferor Company").

The Transferor Company is engaged in business as importers, exporters, manufacturers, wholesalers, and retailers of diamonds, gold, Jewellery, silver, bullion, precious and semi-precious stones and other semi-precious metals.
E-Mail ID: secretarial@asianstargroup.com
Website: www.asianstarjewels.com

- II. ASIAN STAR COMPANY LIMITED (CIN: L36910MH1995PLC086017) is a listed public limited company incorporated under the Company Act, 1956 having its registered 114-C Mittal Court, Nariman Point, Mumbai 400021 (hereinafter referred to as the "Transferee Company").

The Transferee Company is engaged in business as importers, exporters, manufacturers, wholesalers, and retailers of diamonds, gold, Jewellery, silver, bullion, precious and semi-precious stones and other precious metals.
E-Mail ID: secretarial@asianstargroup.com
Website: www.asianstargroup.com

- I. The Transferor Company is a wholly owned subsidiary of the Transferee Company. The Transferee Company's equity shares are listed on Bombay Stock Exchange Limited.
- II. This Scheme of Amalgamation provides for the amalgamation of the Transferor Company with the Transferee Company pursuant to Sections 230 to 232 and other applicable provisions of the Company Act, 2013.

B. Rationale for the Scheme

The Transferee Company is holding the entire share capital of the Transferor Company and as the Transferor Company and Transferee Company's business activities are similar and complement each other, and to achieve inter-alia economies of scale and efficiency and to reduce multiplicity of costs, the merger of the Company is being undertaken. The amalgamation of the Transferor Company with the Transferee Company would *inter alia* have the following benefits:

- (a) Greater integration and greater financial strength and flexibility for the Transferee company which would result in maximizing overall shareholders value, and will improve the competitive position of the combined entity.
- (b) Greater efficiency in cash management of the Transferee Company, and unfettered access to cashflows generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholders value.
- (c) Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
- (d) Cost savings are expected to flow from more focused operational efforts, rationalization, standardization and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.
- (e) Achieving economies of scale.
- (f) Greater ability of the Transferee company to raise financial resources, either as equity or debt, based on combined financials.

In view of the aforesaid, the Board of Directors of the Transferor Company and the Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of the Transferor Company with the Transferee Company in order to benefit the stakeholders of both the companies. Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 230 to Section 232 and other relevant provisions of the Act.

C. **Parts of the Scheme:**

This Scheme of Amalgamation is divided into the following parts:

- (i) **Part I** deals with definitions of the terms used in this Scheme of Amalgamation and sets out the share capital of the Transferor Company and the Transferee Company;
- (ii) **Part II** deals with the transfer and vesting of the Undertaking (as hereinafter defined) of the Transferor Company to and in the Transferee Company;
- (iii) **Part III** deals with the cancellation of entire issued, subscribed and paid-up share capital of the Transferor Company, which is held by the Transferee Company along with its nominees and enhancement in the authorized share capital of the Transferee Company by combining the authorized capital of Transferor Company with Transferee Company.
- (iv) **Part IV** deals with the accounting treatment for the amalgamation in the books of the Transferee Company and dividends;
- (v) **Part V** deals with the dissolution of the Transferor Company and the general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integrally connected thereto.

- D. The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with the relevant provisions of the Income Tax Act, 1961 including but not limited to Section 2(1B) and Section 47 thereof.

PART I

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1. **"Act"** means the Company Act, 2013, the rules and regulations made thereunder and will include any statutory re-enactment or amendment(s) thereto, from time to time;
- 1.2. **"Appointed Date"** For the purpose of this Scheme and for Income Tax Act, 1961, the "Appointed Date" means the open of business hours on 1st April 2017 or such other date as the National Company Law Tribunal may direct and fix;
- 1.3. **"Board of Directors" or "Board"** means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof
- 1.4. **"Effective Date"** means the last of the dates on which the certified or authenticated copies of the orders of the National Company Law Tribunal sanctioning the Scheme are filed with the respective Registrar of Companies by the Transferor Company and by the Transferee Company. Any references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date;
- 1.5. **"Governmental Authority"** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India including but not limited to Securities and Exchange of India, Stock Exchanges, Registrar of Companies, competition Commission of India, National Company Law Tribunal (to be constituted under Company Act, 2013)
- 1.6. **"NCLT"** means the National Company Law Tribunal, Mumbai Bench having jurisdiction in relation to the Transferee Company and Transferor Company as the context may admit;
- 1.7. **"Registrar of Companies"** means the Registrar of Companies, Mumbai
- 1.8. **"Scheme"** means this Scheme of Amalgamation between the Transferor Company and the Transferee Company and their respective shareholders as submitted to the NCLT together with any modification(s) approved or directed by the NCLT Mumbai Bench;
- 1.9. **"Stock Exchanges"** means the Bombay Stock Exchange Limited where the shares of Transferee Company are listed;

- 1.10 **"Transferor Company"** means ASIAN STAR JEWELS PRIVATE LIMITED, (CIN: U36911MH2008PTC188936) a company incorporated under the Companies Act, 1956 having its registered office at GALA NO. G-23, G&J Complex III, SEEPZ SEZ, Andheri (East), Mumbai 400 096;
- 1.11 **"Transferee Company"** means ASIAN STAR COMPANY LIMITED (CIN: L36910MH1995PLC086017) a company incorporated under the Companies Act, 1956 having its registered office at 114-C Mittal Court, Nariman Point, Mumbai 400021 ;
- 1.12 **"Undertaking"** means the whole of the undertaking and entire business of the Transferor Company as a going concern, including (without limitation):
- I. All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, sundry debtors, furniture, fixtures, office equipment, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), cash balances or deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, know how, good will, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, tax credit other benefits (including tax benefits), easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the Transferor Company and advantages of whatsoever nature and wheresoever situated in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad;
 - II. All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities, bank loans, (including contingent liabilities), duties and obligations of the Transferor Company, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized;
 - III. All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Company;
 - IV. All records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Company;
 - V. All permanent employees engaged by the Transferor Company as on the Effective Date.
 - VI. All quotas, rights, entitlements, export/import incentives and benefits including advance licenses, bids, tenders (at any stage as it may be), letters of intent, expressions of interest, development rights (whatever vested or potential and whether under agreements or otherwise), subsidies, tenancies in relation to office, benefit of any deposits privileges, all other rights, receivables, powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions and benefits of all agreements, contracts and arrangements, including technological licensing agreements, and all other interests in connection with or relating thereto;
 - VII. All intellectual property rights , trade marks created, developed or invented by employees concentrated on the research, development or marketing of products (including process development or enhancement) in connection with the Transferor Company;
 - VIII. All benefits and privileges under letters of permission and letters, of approvals in respect of Special Economic Zones and Export Oriented Units and the benefits related thereto, all tax credits, including CENVAT credits, refunds; reimbursements, claims, exemptions, benefits under service tax laws, value added tax, purchase tax, sales tax, input credit under GST or any other duty or tax or cess or imposts under central or state law including sales tax deferrals, advance taxes, tax deducted at source, tax credits, right to carry forward and set-off unabsorbed losses, if any and depreciation, deductions and benefits under the Income-tax Act, 1961, as well as any recognition of the In-house Research and Development unit with the Department of Scientific & Industrial Research or any Government Authority;
- 1.2. All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations and byelaws, as the case may be, or any statutory amendment(s) or re-enactment thereof, for the time being in force.

2. SHARE CAPITAL

2.1. Transferor Company:

The Authorized, Issued, Subscribed and Paid-up share capital of the Transferor Company as on March 31st, 2017 was as under:

Particulars	Rs.
Authorized Share Capital:	
10,00,000 Equity Shares of Rs. 10/- each	1,00,00,000
Issued, Subscribed and Paid up Share Capital:	
10,00,000 equity shares of Rs. 10/- each	1,00,00,000

Subsequent to the above balance sheet date there is no change in the Capital Structure of Transferor Company. Transferor Company is wholly owned subsidiary of Transferee Company. Entire Paid up share capital of the Transferor Company is held by the Transferee Company and its nominees.

2.2. Transferee Company:

The Authorized, Issued, subscribed and paid-up share capital of the Transferee Company as on March 31st, 2017 was as under:

Particulars	Rs.
Authorized Share Capital:	
2,50,00,000 Equity Shares of Rs. 10/-each.	25,00,00,000
4,00,00,000 Redeemable Cumulative Preference Shares of Rs. 10/- each	40,00,00,000
Issued, Subscribed and Paid up Share Capital:	
1,60,06,800 Equity Shares of Rs. 10/- each	16,00,68,000

Subsequent to the above balance sheet date there is no change in the Capital Structure of Transferee Company.

The equity shares of Transferee Company are, at present, listed on the Bombay Stock Exchange Limited.

3. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modifications approved or imposed or directed by NCLT shall be effective from the Appointed Date but shall be operative from the Effective Date.

PART II

TRANSFER AND VESTING OF UNDERTAKING

4. TRANSFER OF UNDERTAKING

- 4.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking, pursuant to the sanction of this Scheme by the NCLT under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the Undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.
- 4.2 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire Undertaking(s) of the Transferor Company, including all the debts, liabilities, losses, duties and obligations, including those arising on account of taxation laws and other allied laws of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties and assets, tangible or Intangible assets (whether or not recorded in the books of account of the Transferor Company) of the Transferor Company comprising, amongst others, all freehold land, leasehold land, building, plants, motor vehicles, manufacturing facilities, laboratories receivables, actionable claims, furniture and fixtures, computers, office equipment, electrical installations, generators, containers, telephones, telex, facsimile and other communication facilities and business licenses, licenses under Factories Act, manufacturing licenses, permits, deposits, authorisations, approvals, insurance cover of every description, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret, brands, registrations, licenses including Export Oriented Unit licences, Special Economic Zones registrations, marketing authorisations and other intellectual property rights, proprietary rights, title, interest, contracts, no objection certificates, deeds, bonds, consents, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages and benefits, approvals, filings, dossiers, copyrights, industrial designs, trade secrets, know-how, data, formulations, technology, methodology, manufacturing procedures and techniques, test procedures, brand names, trade names and domain names, and all other interests in connection with or relating to and product registrations, applications and authorisations for product registrations, and all other interests exclusively relating to the goods or services, shall

under the provisions of Sections 230 to 232 of the Act, and pursuant to the orders of the NCLT, Mumbai Bench sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking(s) of the Transferee Company.

4.3 Transfer of Assets:

4.3.1 Without prejudice to the generality of Clause 4.1 & 4.2 above, upon the coming into effect of this Scheme and with effect from the Appointed Date:

4.3.1.1 All the assets and properties comprised in the Undertaking of whatsoever nature and wheresoever situated, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company.

4.3.1.2 Without prejudice to the provisions of Clause 4.3.1.1 above, in respect of such of the assets and properties of the Undertaking as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Company and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.

4.3.1.3 In respect of movables other than those dealt with in Clause 4.3.1.2 above including sundry debts, receivables, bills, credits, loans and advances of the Undertaking, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company.

4.3.1.4 All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and tax credits under various statutes, benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Section 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and tax credits under various statutes, benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

4.3.2 The Transferor Company shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by NCLT, Mumbai Bench and in accordance with Sections 230 and 232 and all other applicable provisions, if any, of the Act, the said debtors should pay to the Transferee Company the debt, loan or advance or make the same on account of the Transferor Company and the right of the Transferor Company to recover or realize the same stands extinguished.

4.3.3 All assets and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the respective Transferor Company, and all assets and properties which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme. Provided however that no onerous assets shall have been acquired by the Transferor Company after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

4.4 Transfer of Liabilities:

4.4.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date all liabilities relating to and comprised in the Undertaking including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), Long Term/Short Term Borrowings, Long Term/Short Term Provisions duties and obligations and undertakings of the Transferor Company of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the "**Liabilities**"), shall, pursuant to the sanction of this Scheme by the NCLT under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further 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 Liabilities have arisen in order to give effect to the provisions of this Clause.

- 4.4.2 All debts, liabilities, bank loans, duties and obligations of the Undertaking as on the Appointed Date, whether or not provided in the books of the respective Transferor Company, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Undertaking on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.
- 4.4.3 Where any such debts, loans raised, liabilities, duties and obligations of the Undertaking as on the Appointed Date have been discharged or satisfied by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
- 4.4.4 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Undertaking and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.

4.5 Encumbrances

- 4.5.1 The transfer and vesting of the assets comprised in the Undertaking to and in the Transferee Company under Clauses 4.1, 4.2 & 4.3 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- 4.5.2 All the existing securities, mortgages, charges, encumbrances or liens (the "**Encumbrances**"), if any, as on the Appointed Date and created by the Transferor Company after the Appointed Date, over the assets comprised in the Undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the Transferor Company, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Company over its assets after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.
- 4.5.3 The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Undertaking transferred to and vested in the Transferee Company by virtue of this Scheme.
- 4.5.4 Any reference in any security documents or arrangements (to which the Transferor Company are a party) to the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.
- 4.5.5 Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.
- 4.5.6 It is expressly provided that, no other term or condition of the Liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 4.5.7 The provisions of this Clause 4.5 shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

4.6 Inter - se Transactions:

Without prejudice to the provisions of Clauses 4.1 to 4.5, with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes.

5. CONTRACTS, DEEDS, ETC.

- 5.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature to which the Transferor Company are a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, 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 or obligor thereto or thereunder.

- 5.2 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company.
- 5.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall without any further act or deed, stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall receive relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

6. LEGAL PROCEEDINGS

- 6.1 On and from the Appointed Date, all suits, actions, claims and legal proceedings by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and / or 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 originally instituted and/or pending and/or arising by or against the Transferee Company. On and from the Effective Date, the Transferee Company shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Undertaking, in the same manner and to the same extent as would or might have been initiated by the Transferor Company as the case may be, had the Scheme not been made; If any suit, appeal or other proceedings relating to the Undertaking, of whatever nature by or against the Transferor Company be pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation of the Undertaking or by anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

7. CONDUCT OF BUSINESS

- 7.1 With effect from the Appointed Date and up to and including the Effective Date:
- 7.1.1 The Transferor Company shall carry on and shall be deemed to have carried on all its business and activities as hitherto and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the Undertaking on account of, and for the benefit of and in trust for, the Transferee Company.
- 7.1.2 All the profits or income accruing or arising to the Transferor Company, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Company shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the Transferee Company.
- 7.1.3 Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertaking that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.
- 7.2 With effect from the first of the date of filing of this Scheme with the NCLT and up to and including the Effective Date:
- 7.2.1 The Transferor Company shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of its group Company or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking or any part thereof save and except in each case in the following circumstances:
- 7.2.1.1 if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with NCLT; or
- 7.2.1.2 if the same is permitted by this Scheme; or
- 7.2.1.3 if consent of the Board of Directors of the Transferee Company has been obtained.
- 7.2.2 The Transferor Company shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to its business and operations other than decisions already taken prior to approval of the Scheme by the respective Board of Directors (ii) any agreement or transaction; and (iii) any new business, or discontinue any existing business or change the capacity of facilities; (iv) such other matters as the Transferee Company may notify from time to time save and except in each case in the following circumstances:

7.2.2.1 if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with NCLT; or

7.2.2.2 if the same is permitted by this Scheme; or

7.2.2.3 if consent of the Board of Directors of the Transferee Company has been obtained.

7.3 Treatment of Taxes

7.3.1 Any tax liabilities under the Income-tax Act, 1961, GST Act, 2017, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Maharashtra Value Added Tax Act, 2002, Central Sales Tax Act, 1956, any other state Sales Tax / Value Added Tax laws, service tax, luxury tax, stamp laws or other applicable laws/ regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.

7.3.2 All taxes (including income tax, wealth tax, sales tax, excise duty, customs duty, service tax, luxury tax, VAT, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, luxury tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.

7.3.3 Any refund or credits under the Tax Laws due to Transferor Company consequent to the assessments made on Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

7.3.4 Without prejudice to the generality of the above, all benefits, set off, credits under the income tax, sales tax, excise duty, customs duty, service tax, luxury tax, VAT, etc., to which the Transferor Company are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.

8. STAFF WORKMEN AND EMPLOYEES

8.1 Upon the coming into effect of this Scheme:

8.1.1 All the permanent employees of the Transferor Company who are in its employment as on the Effective Date shall become the permanent employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favorable than those on which they are engaged or employed by the Transferor Company. It is clarified that the employees of the Transferor Company who become employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the employees of the Transferee Company), unless otherwise determined by the Board of Directors of the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, validly entered into by the Transferor Company with any union/employee of the Transferor Company (as may be recognized by the Transferor Company). After the Effective Date, the Transferee Company shall be entitled to vary the terms and conditions as to employment and remuneration of the employees of the Transferor Company on the same basis as it may do for the employees of the Transferee Company.

8.1.2 The existing provident fund, gratuity fund and pension and/or superannuation fund or trusts or retirement funds or benefits created by the Transferor Company or any other special funds created or existing for the benefit of the concerned permanent employees of the Transferor Company (collectively referred to as the "**Funds**") and the investments made out of such Funds shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Company or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute thereto, until such time as the Transferee Company creates its own funds at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Company shall be transferred to such funds of the Transferee Company.

9. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under Clause 4 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

PART III

10. CANCELLATION OF SHARES

The entire issued, subscribed and paid-up share capital of the Transferor Company is held by the Transferee Company along with its nominees. Upon the scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of its holding in the Transferor Company and the Paid up share capital of the Transferor Company shall stand cancelled.

11. COMBINATION OF AUTHORIZED SHARE CAPITAL

11.1.1 Upon the Scheme coming into effect, the authorized share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to Registrar of Companies, by an amount of Rs.1,00,00,000 (Rupees One Crore), and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under sections 13, 14, 61, 64 of the Companies Act, 2013 or any other applicable provisions of the Company Act, 2013, would be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the Transferor Company on the authorized share capital shall be utilized and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorized share capital and accordingly, the Transferee Company shall not be required to pay any fees / stamp duty on the authorized share capital so increased.

11.1.2 The capital clause being Clause V of the Memorandum of Association of the Transferee Company shall on the Effective Date stand substituted to read as follows:

"The Authorized` Share Capital of the Company is Rs.66,00,00,000(Rupees Sixty Six Crores Only) divided into 2,60,00,000 (Two Crore Sixty Lacs) equity shares of Rs. 10 each and 4,00,00,000 (Four Crores) Redeemable Cumulative Preference shares of Rs.10 each

PART IV

ACCOUNTING TREATMENT AND DIVIDENDS

12. ACCOUNTING TREATMENT

- 12.1 With Effect from the Appointed Date and upon the scheme becoming effective, the transferee Company shall follow Pooling of Interest Method for the purpose of Amalgamation. The unabsorbed depreciation and losses of the Transferor Company, if any shall be treated as the unabsorbed depreciation and losses of the transferee Company as on the Appointed Date and the Transferee Company shall be entitled to carry forward losses and unabsorbed depreciation of the Transferor Company and to revise its tax returns and including any loss, returns related tax deduction certificates and to claim refund, advance tax credits etc., accordingly.
- 12.2 All Assets and liabilities, including reserves, of the Transferor Company shall be recorded in the books of accounts of the Transferee Company at the existing carrying amounts and in the same form. The identity of reserves shall be preserved and 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.
- 12.3 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the "Surplus in Profit & Loss" Account of the Transferee Company to ensure that the financial statements of the transferee Company reflect the financial position of the Transferee Company on the basis of consistent accounting policy and in conformity with applicable standards including the Indian Accounting Standard 103 (Ind AS 103) "Business Combinations" laid down by the Institute of Chartered Accountants of India.
- 12.4 To the extent that there are inter-company loans, deposits, obligations, balances, or other outstanding including any interest thereon, as between the transferor company and the Transferee company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the transferee Company for the reduction of such assets or liabilities as the case may be.
- 12.5 The difference between, the amount of investment in transferor company, as appearing in books of the Transferee Company shall be transferred to Capital Reserve and will be presented separately from other capital reserves.

13. DECLARATION OF DIVIDEND

- 13.1 During the period between the Appointed Date and up to and including the Effective Date, the Transferor Company shall not declare any dividend without the prior written consent of the Board of Directors of the Transferee Company.
- 13.2 For the avoidance of doubt, it is hereby declared that nothing in the Scheme shall prevent the Transferee Company from declaring and paying dividends, whether interim or final, to its equity shareholders as on the Record Date for the purpose of dividend and the shareholders of the Transferor Company shall not be entitled to dividend, if any, declared by the Transferee Company prior to the Effective Date.

14 POWER TO GIVE EFFECT TO THIS PART

- 14.1 The Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.
- 14.2 Upon coming into effect of the Scheme, the Transferee Company and/or the Transferor Company shall, with reasonable dispatch apply for transition of all licenses and statutory registrations of the Transferee Company. The period between the Effective Date and the last date on which the transfer of all such aforementioned licenses and statutory registrations have occurred is hereinafter referred to as "Transitory Period".

PART V

DISSOLUTION OF TRANSFEROR COMPANY AND GENERAL TERMS AND CONDITIONS

15 DISSOLUTION OF TRANSFEROR COMPANY

On the coming into effect of this Scheme, the Transferor Company shall stand dissolved without winding-up, and the Board of Directors and any committees thereof of the Transferor Company shall without any further act, instrument or deed be and stand dissolved.

16 VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the 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 any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

17 MODIFICATION OF SCHEME

- 17.1 Subject to approval of Jurisdictional NCLT, the Transferor Company and the Transferee Company by their respective Board of Directors or any director/executives or any committee authorised in that behalf (hereinafter referred to as the "**Delegate**") may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which Jurisdictional NCLT or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the Transferor Company and the Transferee Company may in their discretion accept, or such modification(s) or addition(s) as the Board of Directors of the Transferor Company and the Transferee Company or as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The Transferor Company and the Transferee Company by their respective Boards of Directors or Delegates are authorized to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by NCLT or any Governmental Authorities, which the Board of Directors of the Transferor Company or the Transferee Company find unacceptable for any reason, then the Transferor Company and the Transferee Company shall be at liberty to withdraw the Scheme.
- 17.2 For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Delegates (acting jointly) of the Transferor Company and Transferee Company may give and are authorized to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme. For the avoidance of doubt it is clarified that where this Scheme requires the approval of the Board of Directors of the Transferor Company and/or the Transferee Company to be obtained for any matter, the same may be given through their Delegates.

18 FILING OF APPLICATIONS

The Transferor Company and the Transferee Company shall use their best efforts to make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act, before the NCLT, Mumbai having jurisdiction for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

19 APPROVALS

The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertaking and to carry on the business of the Transferor Company.

20 SCHEME CONDITIONAL UPON SANCTIONS, ETC.

20.1 This Scheme is conditional upon and subject to:

20.1.1 The Scheme being agreed to by the requisite majority of the respective classes of members and/or creditors of the Transferor Company and of the Transferee Company as required under the Act and the requisite orders of the Jurisdictional NCLT being obtained; and

20.1.2 The certified copies of the orders of the Jurisdictional NCLT sanctioning this Scheme being filed with the Registrar of Companies, Maharashtra, Mumbai.

21 COSTS, CHARGES, EXPENSES AND STAMP DUTY

All costs, charges and expenses (including any taxes and duties) incurred or payable by the Transferor Company and Transferee Company in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company with the Transferee Company in pursuance of this Scheme, including stamp duty on the orders of NCLT, if any and to the extent applicable and payable, shall be borne and paid by the Transferee Company.



November 22, 2017

017512

BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street, Fort,
Mumbai -400 001

Sub: Submission of documents relation to merger of wholly owned subsidiary with its holding company along with a cheque for processing fees of Rs. 25,000/- (plus GST)

Scrip code: 531847

Dear Sir/Madam

Please find attached herewith the set of following documents required to be submitted under merger of wholly owned subsidiary-Asian Star Jewels Private Limited (Private Company) with holding company-Asian Star Company Limited (Listed with BSE Ltd with Scrip code-531847):

1. Cheque of Rs. 29,500/- (Rs 25000 plus GST @ 18%) bearing number '414355'
2. Acknowledgement copy of submission with NCLT
3. Certified true copy of Board of Director's resolution approving the draft scheme of amalgamation of WOS with its holding company
4. Certified true copy of Draft scheme

Kindly take the above documents on your records and update.

For **ASIAN STAR COMPANY LIMITED**

COMPANY SECRETARY

Encl-As above



Asian Star Company Limited 114, Mittal Court - C, Nariman Point, Mumbai - 400 021, India. CIN: L36910MH1995PLC088017
T: +91 22 62444111 F: +91 22 2204 3747, +91 22 2284 2427 E: info@asianstargroup.com www.asianstargroup.com



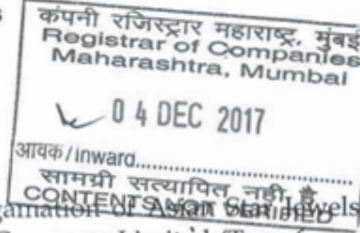
SIGHTHOLDER[®] is a trademark used under licence from The De Beers Group of Companies | [™] Trademarks owned by Dominion Diamond Corporation
The ALROSA ALLIANCE logo is a trademark used under licence from PJSC ALROSA | Select Diamonds is a trademark of Rio Tinto London Limited, used under licence.

o/c
RAJENDRA & CO.
CHARTERED ACCOUNTANTS

1311 Dalamal Tower 211 Nariman Point Mumbai 400021 Tel : 2285 5770 Fax : 2283 4243 E-mail : contact@rajendraco.com

20th November 2017

To
The Registrar of Companies
Everest, 100, Marine Drive,
Mumbai 400002



Respected Sir/Madam,

Sub: Application for Amalgamation of Asian Star Jewels Private Limited (Transferor Company) with Asian Star Company Limited (Transferee Company) under section 230 to 232 and other applicable provisions of the Companies Act, 2013

Dear Sir/Madam

On Behalf of our client Asian Star Jewels Private Limited (Transferor Company) with Asian Star Company Limited (Transferee Company) and with reference to the captioned application, please find the enclosed one Xerox Copy of documents mentioned below:-

Sr.No	Particulars	Page No.
1.	Notice of Admission	1-6
2.	Joint Application to the Hon'ble Tribunal	7-48
3.	Exhibit A A copy of Memorandum and Article of Association of the First Applicant Company	49-69
4.	Exhibit B A copy of the Audited Balance Sheet of the First Applicant Company as on 31. 03.2017.	70-109
5.	Exhibit C A copy of Memorandum and Articles of Association of the Second Applicant Company.	110-207
6.	Exhibit D	



REPORT ADOPTED BY BOARD OF DIRECTORS OF ASIAN STAR COMPANY LIMITED IN ACCORDANCE WITH SECTION 232(2)(C) OF THE COMPANIES ACT,2013 IN ITS MEETING HELD ON 10TH AUGUST 2017 AT 3.30 P.M AT THE REGISTERED OFFICE OF THE COMPANY AT 114-C MITTAL COURT, NARIMAN POINT, MUMBAI - 400021:

1) BACKGROUND :

The Proposed Scheme of Amalgamation ("Scheme") provides for amalgamation of Asian Star Jewels Private Limited (Transferor Company) with Asian Star Company Limited (Transferee Company).

Upon amalgamation of Transferor Company with and into Transferee Company, the Transferor Company shall stand dissolved without following the process of winding up.

2) RATIONALE FOR THE SCHEME:

The Scheme shall have the following objectives:

- a) Greater integration and greater financial strength and flexibility for the Transferee company which would result in maximizing overall shareholders value, and will improve the competitive position of the combined entity.
- b) Greater efficiency in cash management of the Transferee Company, and unfettered access to cashflows generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholders value.
- c) Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
- d) Cost savings are expected to flow from more focused operational efforts, rationalization, standardization and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.
- e) Achieving economies of scale.
- f) Greater ability of the Transferee company to raise financial resources, either as equity or debt, based on combined financials.

3) EFFECT OF SCHEME ON STAKEHOLDERS OF TRANSFEREE COMPANY:

Sr.No	Particulars	Effect
1	Key Managerial Person	No Effect
2	Promoter Equity Shareholders	No Effect
3	Non Promoter Equity Shareholders	No Effect

4) ADOPTION OF THE REPORT BY THE BOARD OF DIRECTORS OF TRANSFEREE COMPANY:

The Board of Directors have adopted this Report after noting and considering the information set forth in this report.

For Asian Star Company Limited

SD/-
Dinesh Tarachand Shah
Director & CFO
DIN: 00004685

Date: 10th August 2017
Place: Mumbai

REPORT ADOPTED BY BOARD OF DIRECTORS OF ASIAN STAR JEWELS PRIVATE LIMITED IN ACCORDANCE WITH SECTION 232(2)(C) OF THE COMPANIES ACT,2013 IN ITS MEETING HELD ON 10TH AUGUST 2017 AT 11.30 A.M AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT GALA NO. G-23, G&J COMPLEX III, SEEPZ SEZ, ANDHERI (EAST) MUMBAI - 400096

1) BACKGROUND:

The Proposed Scheme of Amalgamation ("Scheme") provides for amalgamation of Asian Star Jewels Private Limited (Transferor Company) with Asian Star Company Limited (Transferee Company).

Upon amalgamation of Transferor Company with and into Transferee Company, Transferor Company shall stand dissolved without following the process of winding up.

2) RATIONALE FOR THE SCHEME:

The Scheme shall have the following objectives:

- a) Greater integration and greater financial strength and flexibility for the Transferee company which would result in maximizing overall shareholders value, and will improve the competitive position of the combined entity.
- b) Greater efficiency in cash management of the Transferee Company, and unfettered access to cashflows generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholders value.
- c) Improved organizational capability and leadership, arising from the pooling of human capital who have the diverse skills, talent and vast experience to compete successfully in an increasingly competitive industry.
- d) Cost savings are expected to flow from more focused operational efforts, rationalization, standardization and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses.
- e) Achieving economies of scale.
- f) Greater ability of the Transferee company to raise financial resources, either as equity or debt, based on combined financials.

3) EFFECT OF SCHEME ON STAKEHOLDERS OF TRANSFEROR COMPANY:

Sr.No	Particulars	Effect
1	Key Managerial Person	No Effect
2	Promoter & Non Promoter Equity Shareholders	Upon the scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of its holding in the Transferor Company and the Paid up share capital of the Transferor Company shall stand cancelled.

4) ADOPTION OF THE REPORT BY THE BOARD OF DIRECTORS OF TRANSFEROR COMPANY:

The Board of Directors have adopted this Report after noting and considering the information set forth in this report.

For Asian Star Jewels Private Limited

SD/-
Dinesh Tarachand Shah
Director
DIN: 00004685

Date: 10th August 2017
Place: Mumbai

Unaudited Financial Statements of the Transferee Company as on September 30, 2017

ASIAN STAR COMPANY LIMITED UNAUDITED BALANCE SHEET AS AT SEPT 30, 2017

(in RS.)

PARTICULARS	AS AT SEPT 30,2017		AS AT MARCH 31,2017	
ASSETS				
Non-Current Assets				
a Property, Plant & Equipment	1,873,690,236		2,473,685,526	
b Investment Property	499,309,560		499,309,560	
	2,372,999,796		2,972,995,086	
c Financial Assets				
i) Non Current Investments	46,537,029		56,654,981	
ii) Long Term Loans & Advances	38,746,390		37,042,101	
iii) Other Financial Assets	34,270,821		34,666,022	
d Non Current Tax Assets	808,467,339		596,856,589	
e Other Non-Current Assets	38,354,873		36,491,000	
		3,339,376,248		3,734,705,779
Current Assets				
a Inventories	6,066,400,056		5,621,486,300	
b Financial Assets				
i) Current Investments	351,599,893		320,789,662	
ii) Trade Receivables	6,218,288,316		6,384,275,462	
iii) Cash and Cash Equivalents	1,890,319,946		1,779,799,775	
iv) Loans & Advances	727,490,495		161,910,122	
v) Other Financial Assets	56,468,366		355,367,037	
c Current Tax Assets	105,336,166		213,140,598	
		15,415,903,238		14,836,768,956
TOTAL		18,755,279,486		18,571,474,735
EQUITY AND LIABILITIES				
EQUITY				
a Equity Share Capital	160,068,000		160,068,000	
b Other Equity	6,434,827,246		6,321,580,118	
		6,594,895,246		6,481,648,118
LIABILITIES				
Non-Current Liabilities				
a Financial Liabilities				
i) Long-Term Borrowings	260,807,792		250,000,000	
b Deferred Tax Liabilities (Net)	429,569,659		508,205,111	
c Long-Term Provisions	24,211,568		47,211,568	
d Non Current Tax Liabilities	810,263,000		582,689,000	
e Other Non-Current Liabilities	-		68,921,257	
		1,524,852,019		1,457,026,936
Current Liabilities				
a Financial Liabilities :				
i) Short-Term Borrowings	7,332,849,225		7,540,789,626	
ii) Trade Payables	2,918,433,945		2,777,611,929	
iii) Other Financial Liabilities	75,400,167		7,593,496	
b Current Tax Liabilities	116,802,000		227,574,000	
c Other Current Liabilities	192,046,884		79,230,630	
		10,635,532,221		10,632,799,681
TOTAL		18,755,279,486		18,571,474,735

Unaudited Financial Statements of the Transferee Company as on September 30, 2017

STATEMENT OF UNAUDITED PROFIT AND LOSS STATEMENT FOR THE PERIOD ENDED SEPT 30, 2017

(in RS.)

PARTICULARS	APRIL 17 TO SEPT 17		2016-2017	
Revenue From Operations	14,238,974,585		26,965,167,174	
Other Income	33,909,024		81,288,502	
Total Revenue	14,272,883,609		27,046,455,676	
EXPENSES				
Cost of Materials Consumed	12,097,387,185		21,028,108,987	
Purchases of Stock - In - Trade	558,282,473		3,280,538,101	
Changes in Inventories of Work-In-Progress & Finished Goods	(741,535,250)		(1,175,504,018)	
Employee Benefits Expense	302,983,147		512,189,552	
Finance Costs	128,390,369		244,570,572	
Depreciation and Amortization Expense	73,634,647		156,864,433	
Other Expenses	1,521,420,408		2,325,005,510	
Total Expenses	13,940,430,031		26,371,773,137	
Profit Before Exceptional Items & Tax		332,453,578		674,682,539
Exceptional Items Income/(Loss)		(181,028,805)		(4,414,865)
Profit Before Tax		151,424,773		670,267,674
Tax expense				
Current Tax	116,802,000		227,574,000	
Deferred Tax	(78,635,452)		(2,149,152)	
Profit After Tax		113,258,225		444,842,826
Other Comprehensive Income		-		(17,418,482)
Total Comprehensive Income		113,258,225		427,424,344
Earnings Per Equity Share:				
Basic and Diluted (In Rs.)		7.08		27.79

Unaudited Financial Statements of the Transferor Company as on September 30, 2017

ASIAN STAR COMPANY LIMITED

UNAUDITED BALANCE SHEET AS AT SEPT 30, 2017

(in RS.)

PARTICULARS	AS AT SEPT 30,2017		AS AT MARCH 31,2017	
ASSETS				
Non-Current Assets				
a Property, Plant & Equipment	15,794,616		16,705,911	
b Other Intangible Assets	219,727		293,237	
	16,014,343		16,999,148	
c Financial Assets				
i) Loans	43,182,143		28,697,111	
ii) Other Non-Current Assets	34,697		38,552	
		59,231,183		45,734,811
Current Assets				
a Inventories	274,546,270		265,813,893	
b Financial Assets				
i) Trade Receivables	539,787,814		461,832,276	
ii) Cash and Cash Equivalents	50,668,173		37,843,963	
iii) Loans & Advances	3,572,119		6,928,762	
iv) Others	-		4,324,250	
c Current tax assets (Net)	-		11,703,025	
		868,574,376		788,446,169
TOTAL		927,805,559		834,180,980
EQUITY AND LIABILITIES				
EQUITY				
a Equity Share Capital	10,000,000		10,000,000	
b Other Equity	257,763,695		230,385,532	
		267,763,695		240,385,532
LIABILITIES				
Non-Current Liabilities				
a Financial Liabilities :				
Long-Term Borrowings	38,746,389		37,042,100	
c Long-Term Provisions	9,902,837		9,902,837	
		48,649,226		46,944,937
Current Liabilities				
a Financial Liabilities :				
Short-Term Borrowings	313,750,242		326,898,410	
Trade Payables	264,275,574		191,159,297	
Others	3,640,750		-	
b Other Current Liabilities	18,222,061		17,276,135	
c Short-Term Provisions	504,012		516,669	
d Current tax Liabilities	11,000,000		11,000,000	
		611,392,638		546,850,511
TOTAL		927,805,559		834,180,980

ASIAN STAR COMPANY LIMITED

STATEMENT OF UNAUDITED PROFIT AND LOSS STATEMENT FOR THE PERIOD ENDED SEPTEMBER 30, 2017

(in Rs.)

PARTICULARS	APRIL 17 TO SEPT 17		2016-2017	
Revenue from operations	730,762,362		1,458,182,709	
Other Income	6,128		7,725	
Total Revenue		730,768,490		1,458,190,434
EXPENSES :				
Cost of Materials Consumed	623,303,275		1,195,313,949	
Changes in inventories of finished goods & work in progress	(4,756,239)		34,104,976	
Employee benefits expense	36,304,987		73,653,044	
Finance Costs	10,339,813		27,375,880	
Depreciation and amortization expenses	1,568,994		3,010,214	
Other expense	36,355,822		70,315,698	
Total Expenses		703,116,652		1,403,773,761
Profit before Exceptional Items and Tax		27,651,838		54,416,673
Exceptional Items		273,675		-
Profit before tax		27,378,163		54,416,673
Tax expense:				
Current tax (MAT)		-		11,000,000
Profit after tax		27,378,163		43,416,673
Other Comprehensive Income		-		(695,132)
Comprising Profit & Loss		27,378,163		42,721,541
Earnings per equity share:				
Basic & Diluted (in Rs.)		27.38		43.42



ASIAN STAR COMPANY LIMITED

(CIN: L36910MH1995PLC086017)
Registered Office: 114 - C, Mittal Court, Nariman Point, Mumbai – 400 021
Email: info@asianstargroup.com, secretarial@asianstargroup.com
Website: www.asianstargroup.com
Tel No: +91 22 62444111, Fax: +91 22 2204374

PROXY FORM

(Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19(3) of the Companies (Management and Administration) Rules 2014)

Name of the Member(s):	
Registered Address:	
Email ID:	
Folio No/Client ID :	
DP ID:	

I/We, being the member(s) of _____ shares of the above named company, hereby appoint:

(1) Name _____ Email ID: _____

Address _____

Signature: _____ or Failing him

I/We, being the member(s) of _____ shares of the above named company, hereby appoint:

(1) Name _____ Email ID: _____

Address _____

Signature: _____ or Failing him

I/We, being the member(s) of _____ shares of the above named company, hereby appoint:

(1) Name _____ Email ID: _____

Address _____

Signature: _____

as my/our proxy to attend and vote (on a poll) for me/us and on my /our behalf at the Extra Ordinary General Meeting of the Company, to be held on Monday, March 12, 2018 at 2.30 p.m at Sangam Hall, Agarwal Bhavan, 100-C Marine Drive, Next to Indian Oil Petrol Pump, Mumbai-400002 and at any adjournment thereof in respect of such resolutions as are indicated below:

Reso.No	Description
1	Resolution approving Scheme of Merger by Absorption of Asian Star Jewels Private Limited (a wholly owned subsidiary company) with Asian Star Company Limited (holding company) and their respective Shareholders and Creditors pursuant to Sections 230 to 232 and other applicable provisions of Companies Act 2013

Signed this day of 2018

Affix
Revenue
Stamp
of Re. 1/-

.....
Signature of Shareholder

.....
Signature of Proxy holder(s)

- NOTE:**
- This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.
 - For the Resolutions, Explanatory Statement and Notes, please refer to the Notice of the Extra Ordinary General Meeting.



ASIAN STAR COMPANY LIMITED

(CIN: L36910MH1995PLC086017)

Registered Office: 114 - C, Mittal Court, Nariman Point, Mumbai – 400 021

Email: info@asianstargroup.com, secretarial@asianstargroup.com

Website: www.asianstargroup.com

Tel No: +91 22 62444111, Fax: +91 22 2204374

ATTENDANCE SLIP

Extra-Ordinary General Meeting on Monday the 12th Day of March, 2018 at 2.30 p.m. at Sangam Hall, Agarwal Bhavan, 100-C, Marine Drive, Next To Indian Oil Petrol Pump, Mumbai - 400002

Registered Folio / DP ID & Client ID	
Name & Address of Shareholder	
Joint Holder 1	
Joint Holder 2	
Number of Shares held	

I/We hereby record my/our presence at Extra-Ordinary General Meeting of the Company on Monday the 12th Day of March, 2018 at 2.30 p.m.

Name of the Member: _____ **Signature:** _____

Name of the Proxy holder: _____ **Signature:** _____

Note:

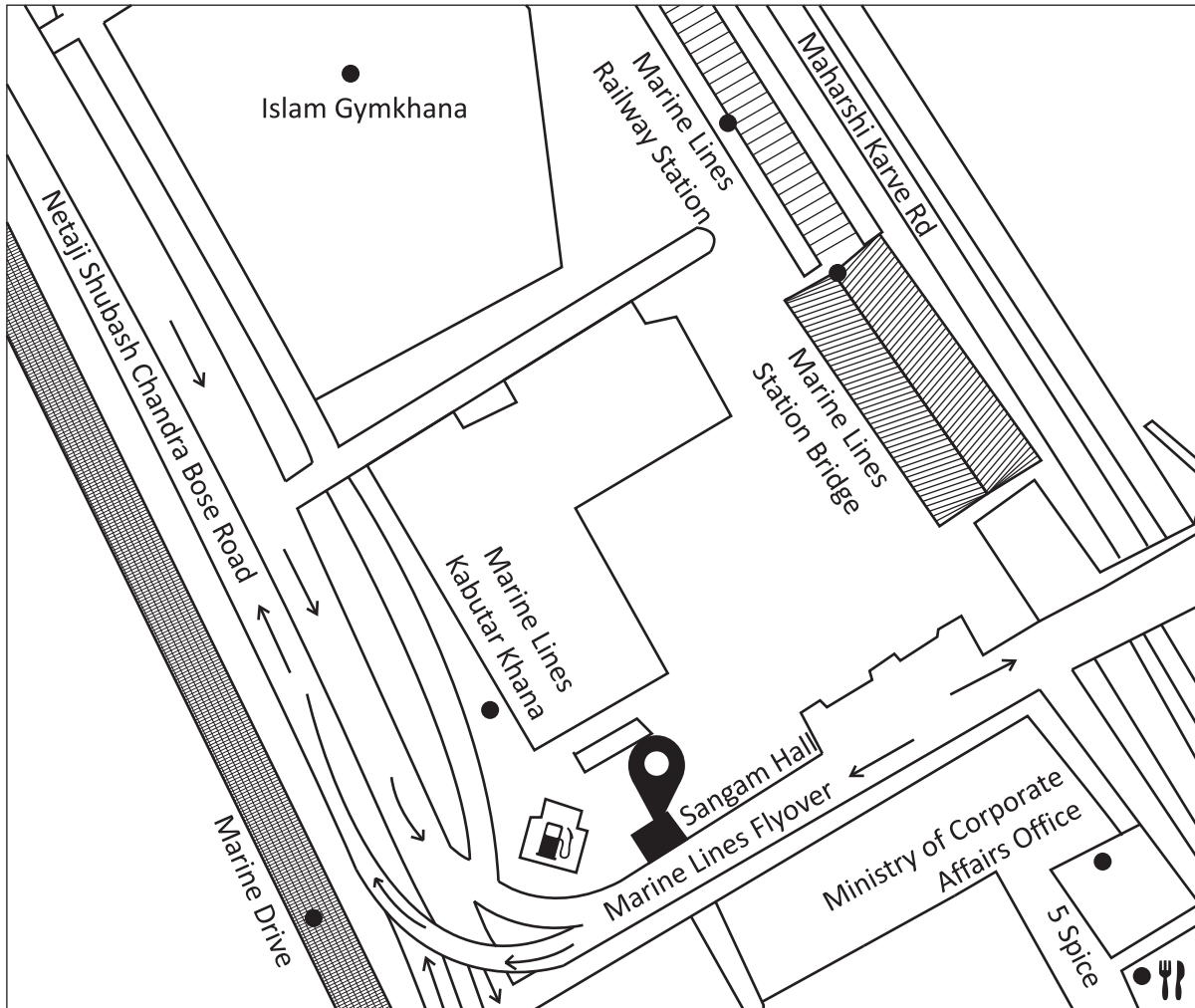
1. You are requested to sign and hand this over at the entrance.
2. If you are attending the meeting in person or by proxy please bring copy of Notice at the meeting

ROUTE MAP FOR THE VENUE OF THE MEETING

Venue:

Sangam Hall, Agarwal Bhavan, 100-C, Marine Drive,
Next to Indian Oil Petrol Pump, Mumbai - 400002

Route Map



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BUSINESS REPLY ENVELOPE

B.R. Permit No. MH/BYNE/BR/283/2017-2018
Sakinaka Post Office, Mumbai – 400 072



To,
Shri Yogesh Choudhary
The Scrutinizer
Bigshare Services Pvt. Ltd.
Unit: Asian Star Company Limited
E-2/3, Ansa Industrial Estate,
Saki Vihar Road, Sakinaka,
Andheri (E), Mumbai - 400 072
INDIA.



ASIAN STAR COMPANY LIMITED

(CIN: L36910MH1995PLC086017)

Registered Office: 114 - C, Mittal Court, Nariman Point, Mumbai – 400 021

Email - info@asianstargroup.com, secretarial@asianstargroup.com

Website- www.asianstargroup.com Tel No: +91 22 62444111, Fax: +91 22 22043747

POSTAL BALLOT FORM Serial No.

(To be returned to the Scrutinizer appointed by the Applicant Company)

Name & Registered Address of the :
Sole/first named Shareholder:

Name(s) of the Joint holder(s) if any :
(In Block Letters)

Registered folio no / :
*DP ID No. & Client ID No.
(*Applicable to Shareholders holding
shares in dematerialized form)

Number of shares held :
as on February 2, 2018

I/We, hereby exercise my/our vote in respect of the Resolution as detailed in the Notice dated 2nd February 2018 convening Meeting of Equity Shareholders of Asian Star Company Limited, as directed by the Hon'ble National Company Law Tribunal, Bench at Mumbai on Monday, 12th day of March 2018 at 2.30 p.m. at Sangam Hall, 100 C, Marine Drive, Next to Indian Oil Petrol Pump, Mumbai 400 002, Maharashtra, India, by conveying my/our assent or dissent on the said resolution by placing the tick(√)mark in the appropriate box below:

Item No.	PARTICULARS	No. of Shares	I / We assent to the resolution (For)	I / We dissent to the resolution (Against)
1	Resolution approving Scheme of merger by Absorption of Asian Star Jewels Private Limited (a wholly owned subsidiary company) with Asian Star Company Limited (holding company) and their respective Shareholders and Creditors pursuant to Sections 230 to 232 and other applicable provisions of Companies Act, 2013			

Place:
Date: _____

(Signature of the sole/first shareholder)

Notes:

1. Please read the Instructions (printed overleaf) before exercising the vote.
2. If you opt to cast your vote by ("Electronic Voting") E-voting, there is no need to fill up and sign this form.
3. Last date of receipt of Postal Ballot Forms by the Scrutinizer is Saturday, March 10, 2018.

INSTRUCTIONS

1. A Shareholder desiring to exercise vote by Postal Ballot may complete this Postal Ballot Form (photo copy thereof is permitted) and send it to the Scrutinizer, Mr. Yogesh Choudhary, Practicing Company Secretary, in the attached self addressed Business Reply Envelope. Postage will be borne and paid by the Company. However, envelopes containing Postal Ballot Form(s), if sent by courier or registered / speed post at the expense of the Shareholder will also be accepted.
2. The self addressed Business Reply Envelope bears the address of the Scrutinizer.
3. In case of joint holding, the form should be completed and signed by the first named shareholder and in his/her absence, by the next named member. In case postal ballot form is signed through an attorney, a copy of the Power of Attorney attested by the member shall be annexed to the postal ballot form.
4. Duly completed Postal Ballot Form should reach the Company not later than 5.00 p.m. on Saturday, March 10, 2018. All Postal Ballot Forms received after this date and time will be strictly treated as if reply from such Shareholder has not been received.
5. The votes of the member will be considered invalid if:
 - Postal ballot forms are incomplete, unsigned or incorrect.
 - Signature on Postal Ballot Form does not match with the specimen signature registered with the Company/Depository Participant/Registrar and Transfer Agent, as the case may be.
 - The shareholder has marked his/her/its vote both for 'assent' and 'dissent' to the resolution in such a manner that the aggregate shares voted for 'assent' and 'dissent' exceeds the total number of shares.
 - The postal ballot form is received in torn/defaced/mutilated manner and it is difficult for scrutinizer to identify either member or number of votes or whether the votes are in 'assent'/'dissent'
6. In case of shares held by companies, trusts, societies etc. the duly completed Postal Ballot Form should be accompanied by a certified true copy of Board resolution/authority letter.
7. A tick mark (✓) should be placed in the relevant box signifying assent / dissent for the resolution, as the case may be, before mailing the postal ballot form. The assent / dissent received in any other form shall be considered as invalid.
8. Members are requested to complete the postal ballot form in indelible ink [avoid completing it by using erasable writing medium(s) like pencil].
9. Shareholders are requested not to send any other paper along with the Postal Ballot Form in the enclosed self addressed business reply envelope, as all such envelopes will be sent to the Scrutinizer and any extraneous paper found in such envelope would be destroyed by the Scrutinizer.
10. Voting through Postal Ballot shall not be exercised by a Proxy.
11. The voting right of members shall be in proportion to one vote per fully paid equity share of the Company held by them as on the cut-off date i.e. February 2, 2018.
12. A Shareholder need not use all the votes nor needs to cast all the votes in the same way.
13. The Scrutinizer's decision on the validity of a Postal Ballot will be final and binding.
14. The voting period begins at 9.00 a.m. on Friday; February 09, 2018 will end at 5.00 p.m. on Saturday, March 10, 2018. Members of the Company holding shares either in physical form or in dematerialized form, as on the cut-off date i.e. February 2, 2018, may cast their vote electronically. The remote e-voting module shall be disabled by CDSL for voting thereafter. The procedure and instructions for members for voting electronically is provided in the notice.
15. E-VOTING: In compliance with Regulation 44 of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 and provisions of section 108 of the Companies Act, 2013 read with the Rules made thereto, the Company is pleased to provide Remote E-Voting facility (through E-Voting Platform of Central Depository Services (India) Limited - <https://www.evotingindia.com>), as an alternate which would enable the Member to cast votes electronically, instead of sending Physical Postal Ballot Form. Please note that Remote E-Voting is optional. In case a Member has voted through Remote E-Voting facility, he does not need to send the physical Postal Ballot Form. In case Member(s) cast their vote via both modes i.e. Physical Ballot as well as Remote E-Voting, then voting done through Remote E-Voting shall prevail and Physical Voting of that Member shall be treated as invalid. Members are requested to refer to the Notice and notes thereto, for detailed instructions with respect to Remote E-voting.