

DECBECTOCHEM ENGINEERING PRIVATE LIMITED

CIN: U29309GJ2019PTC110541
Registered Office: Plot No. 623/3 B, Part II, GIDC, Near Fire Station,
Ankleshwar, Bharuch – 393002, Gujarat
Website: www.decbectochem.com
Email ID: accounts@decbectochem.com
Tel No: 02646-677455

**NOTICE OF MEETING OF UNSECURED CREDITORS OF
DECBECTOCHEM ENGINEERING PRIVATE LIMITED CONVENED BY
NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD BENCH.**

Day	Saturday
Date	24 th September, 2022
Time	3.00 p.m.
Venue	Plot No. 623/3 B, Part II, GIDC, Near Fire Station, Ankleshwar, Bharuch – 393002, Gujarat

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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH
FORM NO. CAA 2 [Pursuant to Section 230(3) and Rule 6]**

COMPANY SCHEME APPLICATION NO. C.A. (CAA)/ 87 (AHM) 2021

In the matter of the Companies Act, 2013 (18 of 2013);

And

In the matter of Sections 230 to 232 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013.

And

In the matter of Scheme of Amalgamation of **DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED**, Transferor Company with **DECBECTOCHEM ENGINEERING PRIVATE LIMITED**, the Transferee Company-Applicant Company

DECBECTOCHEM ENGINEERING PRIVATE LIMITED, a)

company incorporated under the Companies Act, 2013 having its)

registered office at Plot No. 623/3 B, Part II, GIDC, Near Fire)

Station, Ankleshwar, Bharuch – 393002, Gujarat) Transferee Company - Applicant Company

To,
Unsecured Creditors of **DECBECTOCHEM ENGINEERING PRIVATE LIMITED** (‘the Transferee Company-Applicant Company),

Notice is hereby given that by an order dated 22nd August, 2022 the Hon’ble National Company Law Tribunal, Ahmedabad Bench (NCLT) Court Room No.1, has directed that a meeting of Unsecured Creditors of the Applicant Company under Section 230(3) of the Companies Act, 2013 be convened and held for the purpose of considering and if thought fit, approving with or without modification(s), the proposed Scheme of Amalgamation of **DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED** (‘the Transferor Company) with **DECBECTOCHEM ENGINEERING PRIVATE LIMITED** (‘the Transferee Company-Applicant Company).

In pursuance of the said order and directed therein, further notice is hereby given that a meeting of Unsecured Creditors of the Applicant Company will be held at the Registered Office of the Company at Plot No. 623/3 B, Part II, GIDC, Near Fire Station, Ankleshwar, Bharuch – 393002, Gujarat on Saturday, 24th day of September, 2022 at 3.00 p.m. to consider and if thought fit, to pass with or without modification(s), the following resolution:

“**RESOLVED THAT** pursuant to Sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013, the relevant Rules thereto, enabling provisions of the Memorandum and Articles of the Association of the Company and subject to the requisite approval of the creditors of the Company and the sanction of the National Company Law Tribunal (NCLT), Ahmedabad Bench and/or such other competent authority, as may be applicable, the consent of the Unsecured Creditors of the Company as on 30th June, 2021, be and is hereby accorded to the amalgamation of **DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED** with the Company i.e. **DECBECTOCHEM ENGINEERING PRIVATE LIMITED**, with effect from 1st April, 2021 (Appointed Date).

RESOLVED FURTHER THAT the draft Scheme of Amalgamation (Scheme) placed before this meeting and initialled by the Chairperson appointed for the Meeting for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER THAT the Valuation Report dated 2nd August, 2021 issued by Mr. Jayesh P Desai, Registered Valuer, placed before this meeting and initialled by the Chairperson appointed for the meeting for the purpose of identification, be and is hereby noted and approved.

RESOLVED FURTHER THAT Mr. Alok Bector and Ms. Sangeeta Bector, Executive Director and Director of the Company respectively or Mr. Sanjay Jadhav or Mr. Hiren Majithia, Authorized Representatives of the Company, be and are hereby authorized severally to take all the necessary steps for –

- (a) Filing of petitions for the confirmation of the Scheme by the concerned NCLT or such other competent authority;
- (b) For such above purposes to engage advocate(s), consultants, advisors and professionals and further to declare and file all pleadings, reports and writings as may be necessary and issue public advertisements and notices;
- (c) Obtaining approval from such other authorities and parties including the members, Creditors and any other person or entity, if any, as may be considered necessary, to the said Scheme;
- (d) To settle any question, doubt, issue or difficulty that may arise in relation to or with regard to the Scheme and the implementation thereof and further to give effect to this resolution;
- (e) To make alterations or changes to the Scheme as may be deemed expedient, desirable, appropriate or necessary;
- (f) To sign all applications, vakalatnama, petitions, documents, papers, notices and writings relating to the Scheme;
- (g) To do all acts, deeds and things as may be considered expedient, desirable, appropriate or necessary in relation thereto.

RESOLVED FURTHER THAT a certified true copy of this resolution signed by any Director of the Company be forwarded to all such authorities as may be necessary and such authorities may be requested to act thereon unless this resolution is amended or rescinded by the Company.”

A copy of the Scheme of Amalgamation along with other relevant annexures is enclosed. Copies of the same will be made available free of cost at the venue of the meeting to the Unsecured Creditors, if requested and can also be obtained free of charge at the registered office of the Company by making a request in writing.

The Scheme of Amalgamation, if approved at the Meeting by the requisite majority of the Unsecured Creditors of the Applicant Company, will be subject to the subsequent approval of the NCLT and any other approvals as may be required.

Explanatory Statement under Section 230(3) read with Section 102 of the Companies Act, 2013 along with copy of the Scheme of Amalgamation and other enclosures as indicated in the index including Proxy Form and Attendance Slip are enclosed herewith.

Sd/-
Mr. Tirth Nayak
Chairperson of the Meeting

Dated this 22nd August, 2022

Registered Office:

Plot No. 623/3 B, Part II, GIDC, Near Fire Station, Ankleshwar, Bharuch – 393002, Gujarat

Notes:

- 1) All alterations made in the Form of the Proxy should be initialled.
- 2) Only unsecured creditors of the Applicant Company may attend (either in person or by proxy or by authorised representative) at the Meeting. The authorised representative of a body corporate which is an unsecured creditor of the Applicant Company may attend the Meeting provided that 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 and vote at the Meeting is deposited at the Registered Office of the Applicant Company not later than 48 hours before the scheduled time of the commencement of the Meeting of the Unsecured Creditors of the Applicant Company.
- 3) UNSECURED CREDITOR ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF AND SUCH PROXY NEED NOT BE AN UNSECURED CREDITOR OF THE APPLICANT COMPANY. The Form of Proxy duly completed should, however, be deposited at the Registered Office of the Applicant Company not later than 48 hours before the scheduled time of the commencement of the Meeting of the Applicant Company.
- 4) The quorum of the Meeting of the unsecured creditors of the Applicant Company shall be 2 (Two) unsecured creditors of the Applicant Company present in person.
- 5) The Unsecured Creditors/Proxies should carry their identity proof i.e. PAN Card / Aadhar Card / Passport / Driving License / Voter ID Card (any one) at the Meeting.
- 6) Unsecured Creditor or his proxy or authorized representative is requested to bring copy of the notice to the Meeting and produce the attendance slip duly completed and signed at the entrance of the Meeting venue.
- 7) The Notice together with the documents accompanying the same, is being sent to all Unsecured Creditors by permitted mode whose name appear in the list of Unsecured Creditors as on 30th June, 2021.

Sd/-
Mr. Tirth Nayak
Chairperson of the Meeting

COMPANY SCHEME APPLICATION NO. C.A. (CAA)/ 87 (AHM) 2021

In the matter of the Companies Act, 2013 (18 of 2013);

And

In the matter of Sections 230 to 232 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013.

And

In the matter of Scheme of Amalgamation of **DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED**, Transferor Company with **DECBECTOCHEM ENGINEERING PRIVATE LIMITED**, the Transferee Company-Applicant Company.

DECBECTOCHEM ENGINEERING PRIVATE LIMITED, a)

company incorporated under the Companies Act, 2013 having its)

registered office at Plot No. 623/3 B, Part II, GIDC, Near Fire)

Station, Ankleshwar, Bharuch – 393002, Gujarat) Transferee Company - Applicant 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 UNSECURED CREDITORS OF DECBECTOCHEM ENGINEERING PRIVATE LIMITED CONVENED AS PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD BENCH.

In this statement, DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED is herein after referred to as ‘the Transferor Company and DECBECTOCHEM ENGINEERING PRIVATE LIMITED is herein after referred to as ‘the Transferee Company-Applicant Company’. The other definitions contained in the Scheme will apply to this Explanatory Statement also. 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 Directors / members / Creditors, as the case may be.

1. Pursuant to an Order dated 22nd August, 2022 passed by the National Company Law Tribunal Bench at Ahmedabad in the Company Scheme Application No C.A. (CAA)/ 87 (AHM) 2021 referred to herein above, a meeting of the Unsecured Creditors of DECBECTOCHEM ENGINEERING PRIVATE LIMITED is being convened and held at Plot No. 623/3 B, Part II, GIDC, Near Fire Station, Ankleshwar, Bharuch – 393002, Gujarat on Saturday, 24th day of September, 2022 at 3.00 P.M. for the purpose of considering and if thought fit, approving with or without modification(s), the proposed Scheme of Amalgamation of DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED, (‘the Transferor Company’) with DECBECTOCHEM ENGINEERING PRIVATE LIMITED (‘the Transferee Company-Applicant Company) and their respective shareholders and/or creditors.
2. The draft Scheme of Amalgamation was placed before the Board of Directors (Board) of both the Transferor Company and Transferee Company at their respective meetings held on 24th September, 2021, and was approved by the Board of both the Transferor Company and Transferee Company.
3. Based on the evaluations, the Board of Directors of both the Transferor Company and Transferee Company have come to the conclusion that the Scheme is in the best interest of the Company and its

shareholders and/or creditors.

4. A copy of the Scheme as approved by the Board of Directors of the respective companies is enclosed.

5. **BACKGROUND OF THE COMPANIES INVOLVED IN THE SCHEME IS AS UNDER:**

1) **DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED** (‘the Transferor Company)

- a) The Transferor Company was incorporated on 10th day of December, 2004 under the Companies Act, 1956 under the name and style of ‘**DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED**’ and its Corporate Identification Number is **U28910MH2004PTC149955**. Permanent Account Number of the Transferor Company is **AACCD1164H**.
- b) The Registered Office of the First Transferor Company is situated at Churchgate House, 4th Floor, Veer Nariman Road, Mumbai – 400001. The e-mail id of the Transferor Company is ashwin.patel@gmmpfaudler.com.
- c) The details of the Authorised, Issued, Subscribed and Paid-up share capital of the Transferor Company as on March 31, 2021 are as under:

Particulars	Amount in Rs.
Authorised Capital	
2,50,000 Equity Shares of Rs.10/- each	25,00,000
Total	25,00,000
Issued, Subscribed and Paid-up	
2,50,000 Equity Shares of Rs.10/- each fully paid-up	25,00,000
Total	25,00,000

Subsequent to the appointed date there is no change in the issued, subscribed and paid-up share capital of the Transferor Company.

- d) The shares of the First Transferor Company are not listed on any stock exchange.
- e) The objects for which the Transferor Company has been established are set out in its Memorandum of Association. The main objects of the Transferor Company are set out hereunder:
1. To carry out the business in India and elsewhere as manufacturer, designer, indenter, marketeer, buyer, seller, exporter, importer and dealers in all kinds of powder handling and containment system required in all engineering processes, systems and engineering field and also to deal with all machineries, plant required for such powder handling and containment system.
 2. To provide engineering consultancy service to manufacturers and to prepare project report, feasibility report, devise systems for manufacturers of engineering goods, plants and machineries required for such powder handling and containment system.
- f) There has been no change in the name of the company, registered office and objects of the Transferor Company during the last five years.

2) **DECBECTOCHEM ENGINEERING PRIVATE LIMITED (‘the Transferee Company- Applicant Company):**

- a) The Transferee Company-Applicant Company was initially incorporated on 25th day of October, 2019 under the Companies Act, 2013 under the name and style of ‘**BECTOCHHEM ISOLATORS PRIVATE LIMITED**’ and later changed its name as **DECBECTOCHEM ENGINEERING PRIVATE LIMITED**’ vide fresh Certificate of Incorporation with Corporate Identification Number (CIN) **U29309GJ2019PTC110541** dated 2nd January, 2020. Permanent Account Number of the Transferee Company-Applicant Company No is **AAICB7161N**.
- b) The Registered Office of the Transferee Company-Applicant Company is situated at Plot No. 623/3 B, Plot II, GIDC, Near Fire Station, Ankleshwar, Bharuch – 393002, Gujarat. The e-mail id of the Transferee Company - Applicant Company is **sangeeta@bectochem.com**.
- c) The details of the issued, subscribed and paid-up share capital of the Transferee Company-Applicant Company as on March 31, 2021 are as under:

Particulars	Amount in Rs
Authorised Capital	
1,10,000 Equity Shares of Rs.10/- each.	11,00,000
400 Preference Shares of Rs. 1,00,000/- each	4,00,00,000
Total	4,11,00,000
Issued, Subscribed and Paid-up	
1,02,041 Equity Shares of Rs.10/- each fully paid up.	10,20,410
400 Preference Shares of Rs. 1,00,000/- each fully paid up	4,00,00,000
Total	4,10,20,410

Subsequent to the appointed date there is no change in the issued, subscribed and paid-up share capital of the Transferor Company.

- d) The shares of the Transferee Company-Applicant Company are not listed on any stock exchange.
- e) The objects for which the Transferee Company-Applicant Company has been established are set out in its Memorandum of Association. The main objects of the Transferee Company-Applicant Company are set out hereunder:
- a) To Carry on the business of manufactures, processors, job workers, dealers, exporters, importers, repairers, consultants, designers, developers, erectors of chemical and pharmaceuticals machinery, parts, spares, equipments, accessories, attachments and appliances relating thereto;
- b) To manufacture, design, develop, install, erect, work, alter, repair, improve, buy, sell, exchange, trade, import, export, provide and otherwise deal in all kinds of plant, machinery, equipments, tools, accessories, apparatuses, appliances, implements, parts, fittings, technology, knowhow and all other things of whatsoever nature or description capable of being used in the business of process industry of each and every kind including to chemicals, pharmaceuticals, fluids and the like in and outside India.
- f) The Transferee Company-Applicant Company has changed its name from ‘Bectochem Isolators Private Limited’ to ‘Decbectochem Engineering Private Limited’ with effect from January 2, 2020. There has

been no change in Registered office or object clause of the Company since incorporation.

6. RATIONALE FOR THE SCHEME OF AMALGMATION

- The Transferor Company is a Holding Company of the Transferee Company. The proposed Scheme of Amalgamation would result in consolidation of the Holding Company with its Subsidiary Company. The Directors of the Transferor Company are also on Board of the Transferee Company.
- The Transferor Company and Transferee Company are engaged in similar business activities. The proposed Amalgamation would result in business synergy, pooling of physical, financial and technical resources of these Companies for their most beneficial utilization in the combined entity.
- With a view to maintain a simple corporate structure and eliminate duplicate corporate procedures it is desirable to merge and amalgamate all the undertakings of Transferor Company with Transferee Company. The amalgamation of all undertakings of Transferor Company into the Transferee Company shall facilitate consolidation of all the undertakings in order to enable effective management and unified control of operations. This would enable streamlining the activities and consequently reducing managerial overlaps. The amalgamation will result in streamlining management structure leading to better administration, reduction in cost, focused operational efforts and simplification of business processes.
- It would be advantageous to combine the activities and operations of both the Companies into a single Company for leveraging financial and operational resources and reflecting stronger financial position. The amalgamation will bring in simplicity in working, reduction in various statutory and regulatory compliances and related costs which presently are being duplicated. It will also result in reduction in operational and administrative expenses, better cost and operational efficiencies and facilitate optimum utilization of resources.
- The amalgamation will streamline the decision making process and help in better utilization of business resources.
- Amalgamation will result in pooling of assets, technical knowledge, consolidation of marketing and business data and resources thereby helping in future growth of the amalgamated entity.

7. SALIENT FEATURES OF THE SCHEME:

7.1. Salient features of the scheme are set out as below:

- The Scheme is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 (to the extent notified and applicable, and as amended from time to time) for amalgamation of the Transferor Company with the Transferee Company.
- The Transferor Company and the Transferee Company shall make applications and/or petitions under Section 230 read with Section 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 to the National Company Law Tribunal, Mumbai Bench and National Company Law Tribunal, Ahmedabad respectively for sanction of this Scheme and all matters ancillary or incidental thereto.
- “The Appointed Date” means 1st April, 2021 or such other date as the National Company Law Tribunals or other competent authority may otherwise direct/ fix.
- “The Effective Date” or “Coming into effect of this Scheme” means the date on which certified copies of the Order(s) of the National Company Law Tribunal (Tribunal) vesting the assets, properties, liabilities, rights, duties, obligations and the like of the Transferor Company in the Transferee Company-Applicant

Company are filed with the Registrar of Companies, Mumbai Maharashtra and Ahmedabad, Gujarat respectively, after obtaining the necessary consents, approvals, permissions, resolutions, agreements, sanctions and orders in this regard.

- Transferor Company would be automatically dissolved without winding up.
- On the Scheme becoming effective, the Transferee Company shall account for the amalgamation in its books as per the applicable accounting principles prescribed Accounting Standards as per the Companies Act, 2013.
- This Scheme is conditional upon and subject to the following:
 - (a) The Scheme being approved by the respective requisite majorities of the members and / or creditors of the Transferor Company and the Transferee Company as may be directed by the Tribunals and/or any other competent authority and it being sanctioned by the Tribunals and/or any other competent authority, as may be applicable;
 - (b) The certified copy of the order of the Tribunal under Section 230 read with Section 232 of the Companies Act, 2013 sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra, Mumbai and Registrar of Companies, Gujarat, Ahmedabad;

You are requested to read the entire text of the Scheme to get fully acquainted with the provisions thereof. The aforesaid are only some of the key provisions of the Scheme.

7.2. CONSIDERATION (ISSUE OF SHARES BY THE TRANSFEE COMPANY)

Upon the coming into effect of this Scheme and its consideration thereof, the Transferee Company shall without any further application, act or deed, issue and allot (**'Share Exchange Ratio'**):

"1 (One) Equity Share of Rs. 10/- (Rupees Ten Only) each credited as fully paid up of the Transferee Company for every 4.8 (Four point Eight) equity shares of Rs. 10/- (Rupees Ten Only) held in the Transferor Company (equivalent to Share Swap Ratio of 0.208167 as mentioned in Valuation Report dated 2nd August, 2021) and whose names are recorded in the register of members on the Record Date."

No allotment of any shares to the Transferor Company shall be made against 52,041 equity shares held by it in the Transferee Company. The equity shares so held by the Transferor Company shall stand cancelled and be extinguished in terms of Clause 4.2.b. of this Scheme as herein provided.

8. CAPITAL STRUCTURE PRE AND POST AMALGAMATION:

8.1. Pre-amalgamation capital structure of the Transferor Company are mentioned in paragraph 5(1)(c).

8.2. Pre and post-amalgamation capital structure of the Transferee Company-Applicant Company is as follows:

Particulars	Pre Amalgamation as on March 31, 2021		Post Amalgamation	
	No. of Shares	Amount	No. of Shares	Amount
Equity Shares of Rs. 10/- each	1,10,000	11,00,000	3,60,000	36,00,000

Preference Shares of Rs. 100000/- each	400	4,00,00,000	400	4,00,00,000
Total	1,10,400	4,11,00,000	3,60,400	4,36,00,000
Issued, Subscribed and Paid-up Share Capital	No. of Shares	Amount	No. of Shares	Amount
Equity Shares of Rs. 10/- each fully paid up	1,10,000	11,00,000	3,60,000	36,00,000
Preference Shares of Rs. 100000/- each fully paid up	400	4,00,00,000	400	4,00,00,000
Total	1,10,400	4,11,00,000	3,60,400	4,36,00,000

Note:

- 1) Subsequent to above date and till date, there has been no change in the issued, subscribed and paid up capital of the Company.
- 2) Upon coming into effect of this Scheme, the Transferee Company-Applicant Company shall file necessary application of the revised Authorized Share Capital along with the prescribed fees due on the revised Authorized Share Capital with the Registrar of Companies, in accordance with law.

9. DISCLOSURE OF INTEREST, EXTENT OF SHAREHOLDING OF DIRECTORS AND KEY MANAGERIAL PERSONNEL:

- 9.1. The Directors and Key Managerial Personnel (KMP) and their respective relatives, of the Transferor Company and the Transferee Company may be deemed to be concerned and/or interested in the Scheme only to the extent of their shareholding in their respective companies, or to the extent said directors/KMP are the partners, directors, members of the companies, firms, association of persons, bodies corporate and/or beneficiary of trust that hold shares in any of the companies. Save as aforesaid, none of the directors, or KMP of the Transferor Company or the Transferee Company has any material interest in the Scheme.
- 9.2. The details of the present directors and KMP of the Transferor Company and the Transferee Company and their respective shareholdings as on March 31, 2021 are as follows:

Transferor Company

Name	Designation	Shares held in The Transferor Company
Mr. Ashok Jethabai Patel	Director	25,000
Mr. Tarak Ashok Patel	Director	62,500
Mr. Ashok Chandresekharan Pillai	Director	37,500
Mr. Yves Francois Dietrich	Director	-
Mr. Frederic Dietrich	Director	-

Transferee Company- Applicant Company

Name	Designation	Shares held in The Transferee Company- Applicant Company
Mr. Alok Rajendra Bector	Director	500
Ms. Sangeeta Alok Bector	Director	500
Mr. Ashok Jethabai Patel	Nominee Director	-
Mr. Tarak Ashok Patel	Nominee Director	-
Mr. Ashok Chandresekharan Pillai	Additional Director	-
Mr. Yves Francois Dietrich	Director	-
Mr. Frederic Dietrich	Alternate Director	-

- 9.3. The details of the directorships in other companies as on March 31, 2021 of present directors and KMP of the Companies involved in the merger are as follows:

DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED (the Transferor Company)

Mr. Ashok Jethabai Patel

Sr. No.	Names of the Companies /bodies corporate/ firms/ association of individuals	Nature of interest or concern / Change in interest or concern	Percentage of Shareholding
1	Dietrich Engineering Consultants India Pvt. Ltd.	Director	10%
2	Decbectochem Engineering Pvt. Ltd.	Nominee Director	-
3	GMM Pfaudler Ltd.	Promoter	01.9427
4	GMM Mavag AG	Director	-
5	Skyline Millars Ltd.	Director	01.0951
6	Ready Mix Concrete Ltd.	Chairman	26.3158
7	Millars Machinery Company Pvt. Ltd.	Chairman	9.06
8	Millars Concrete Technologies Pvt. Ltd.	Chairman	0.58
9	Uttarak Enterprises Pvt. Ltd.	Director	24.44
10	Lugaia Pharma Liners India Pvt. Ltd.	Director	99.99
11	J.V.Patel & Co.	Partner	-
12	Shri. A J Patel Charitable Trust	Trustee	-
13	Sardar Patel Trust	President	-
14	The Columbia University Alumni Association of India	Trustee	-
15	A J Patel HUF	Karta	01.8966
16	Prestige Tefparts Pvt. Ltd.	Member	50.58
17	Glass-lined Equipment Company Ltd.	Member	20.11
18	Concrete Construction & Engineering Company Pvt. Ltd.	Member	93.75
19	Mavag AG	Director	-

Mr. Tarak Ashok Patel

Sr. No.	Names of the Companies /bodies corporate/ firms/ association of individuals	Nature of interest or concern / Change in interest or concern	Percentage of Shareholding
1	GMM Pfaudler Limited	Managing Director	1.19
2	Skyline Millars Limited	Director	0.18
3	Concrete Construction & Engg Co. Pvt. Ltd.	Director	6.25
4	Ready Mix Concrete Limited	Director	26.31
5	Decbectochem Engineering Pvt. Ltd.	Nominee Director	-
6	Dietrich Engineering Consultants India Pvt. Ltd.	Director	25.00
7	Millars Concrete Technologies Pvt. Ltd.	Director	-
8	Millars Machinery Company Pvt. Ltd.	Director	51.00
9	Uttarak Enterprises Pvt. Ltd.	Director	35.56
10	Mavag AG	Director	-
11	GMM Mavag AG	Director	-
12	J.V.Patel & Co.	Partner	-
13	Shri. A J Patel Charitable Trust	Trustee	-
14	Charutar Arogya Mandal	Governing Council	-
15	Young Presidents Organization	Member	-
16	Reefwatch Marine Conservation	Director	-
17	GMM International S.a.r.l, Luxembourg	Director	-

Mr. Ashok Chandresekharan Pillai

Sr No	Names of the Companies /bodies corporate/ firms/ association of individuals	Nature of interest or concern / Change in interest or concern	Percentage of Shareholding
1	Glass Lined Equipment Company Ltd.	Director	0.5756
2	Lugaia Pharma Liners India Pvt. Ltd.	Director	0.01
3	Dietrich Engineering Consultants India Pvt. Ltd.	Director	15.00
4	Decbectochem Engineering Pvt. Ltd.	Alternate Director	0.00

Mr. Yves Francois Dietrich

Sr. No	Names of the Companies /bodies corporate/ firms/ association of individuals	Nature of interest or concern / Change in interest or concern	Percentage of Shareholding
1.	Decbectochem Engineering Private Limited	Nominee Director	-
2.	Dietrich Engineering Consultant India Pvt. Ltd.	Director	-
3.	F Y Dec Holding SA	Director & Shareholder	50%

Mr. Frederic Dietrich

Sr. No	Names of the Companies /bodies corporate/ firms/ association of individuals	Nature of interest or concern / Change in interest or concern	Percentage of Shareholding
1.	Decbectochem Engineering Private Limited	Alternate Director	-

2.	Dietrich Engineering Consultant India Pvt. Ltd.	Director	-
3.	F Y Dec Holding SA	Director & Shareholder	50%

DECBECTOCHEM ENGINEERING PRIVATE LIMITED (the Transferee Company- Applicant Company)

Mr. Alok Rajendra Bector

Sr. No.	Names of the Body Corporate/Firms/Association of Individuals	Nature of Interest Concern/ Change in interest or concern	Shareholding (%)
1	Decbectochem Engineering Private Limited	Director & Shareholder	0.49%
2	Becto Flex Containment System Private Limited	Director & Shareholder	23.97%
3	Bector Automation RML India Private Limited	Director & Shareholder	9.23%
4	Aahan Engineers Private Limited	Director	-
5	Bectochem Consultants And Engineers Private Limited	Director & Shareholder	20.50%
6	Bectochem Loedige Process Technology Private Limited	Director	-
7	Kotak Sejpal Architectural Studio Private Limited	Director & Shareholder	50%
8	R A Engineers	Partner	75%
9	Bectochem Organics	Partner	40%
10	Alok Bector HUF	Karta	-

Mrs. Sangeeta Alok Bector

Sr. No.	Names of the Body Corporate/Firms/Association of Individuals	Nature of Interest Concern / Change in interest or concern	Shareholding (%)
1	Decbectochem Engineering Private Limited	Director & Shareholder	0.49%
2	Becto Flex Containment System Private Limited	Director & Shareholder	23.97%
3	Bector Automation RML India Private Limited	Director & Shareholder	9.76%
4	Aahan Engineers Private Limited	Director & Shareholder	Negligible*
5	Bectochem Consultants And Engineers Private Limited	Director & Shareholder	8.00%
6	Bectochem Loedige Process Technology Private Limited	Director	-

7	Kotak Sejpal Architectural Studio Private Limited	Director & Shareholder	50%
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***Beneficial interest held by Bectochem Consultants and Engineers Private Limited**

Mr. Ashok Jethabai Patel

Sr. No.	Names of the Companies /bodies corporate/ firms/ association of individuals	Nature of interest or concern / Change in interest or concern	Percentage of Shareholding
1	Dietrich Engineering Consultants India Pvt. Ltd.	Director	10%
2	Decbectochem Engineering Pvt. Ltd.	Nominee Director	-
3	GMM Pfaudler Ltd.	Promoter	01.9427
4	GMM Mavag AG	Director	-
5	Skyline Millars Ltd.	Director	01.0951
6	Ready Mix Concrete Ltd.	Chairman	26.3158
7	Millars Machinery Company Pvt. Ltd.	Chairman	9.06
8	Millars Concrete Technologies Pvt. Ltd.	Chairman	0.58
9	Uttarak Enterprises Pvt. Ltd.	Director	24.44
10	Lugaia Pharma Liners India Pvt. Ltd.	Director	99.99
11	J.V.Patel & Co.	Partner	-
12	Shri. A J Patel Charitable Trust	Trustee	-
13	Sardar Patel Trust	President	-
14	The Columbia University Alumni Association of India	Trustee	-
15	A J Patel HUF	Karta	01.8966
16	Prestige Tefparts Pvt. Ltd.	Member	50.58
17	Glass-lined Equipment Company Ltd.	Member	20.11
18	Concrete Construction & Engineering Company Pvt. Ltd.	Member	93.75
19	Mavag AG	Director	-

Mr. Tarak Ashok Patel

Sr. No.	Names of the Companies /bodies corporate/ firms/ association of individuals	Nature of interest or concern / Change in interest or concern	Percentage of Shareholding
1	GMM Pfaudler Limited	Managing Director	1.19
2	Skyline Millars Limited	Director	0.18
3	Concrete Construction & Engg Co. Pvt. Ltd.	Director	6.25
4	Ready Mix Concrete Limited	Director	26.31
5	Decbectochem Engineering Pvt. Ltd.	Nominee Director	-
6	Dietrich Engineering Consultants India Pvt. Ltd.	Director	25.00
7	Millars Concrete Technologies Pvt. Ltd.	Director	-
8	Millars Machinery Company Pvt. Ltd.	Director	51.00
9	Uttarak Enterprises Pvt. Ltd.	Director	35.56
10	Mavag AG	Director	-
11	GMM Mavag AG	Director	-
12	J.V.Patel & Co.	Partner	-
13	Shri. A J Patel Charitable Trust	Trustee	-
14	Charutar Arogya Mandal	Governing Council	-

15	Young Presidents Organization	Member	-
16	Reefwatch Marine Conservation	Director	-
17	GMM International S.a.r.l, Luxembourg	Director	-

Mr. Ashok Chandrasekharan Pillai

Sr No	Names of the Companies /bodies corporate/ firms/ association of individuals	Nature of interest or concern / Change in interest or concern	Percentage of Shareholding
1	Glass Lined Equipment Company Ltd.	Director	0.5756
2	Lugaia Pharma Liners India Pvt. Ltd.	Director	0.01
3	Dietrich Engineering Consultants India Pvt. Ltd.	Director	15.00
4	Decbectochem Engineering Pvt. Ltd.	Additional Director	0.00

Mr. Yves Francois Dietrich

Sr. No	Names of the Companies /bodies corporate/ firms/ association of individuals	Nature of interest or concern / Change in interest or concern	Percentage of Shareholding
1.	Decbectochem Engineering Private Limited	Nominee Director	-
2.	Dietrich Engineering Consultant India Pvt. Ltd.	Director	-
3.	F Y Dec Holding SA	Director & Shareholder	50%

Mr. Frederic Dietrich

Sr. No	Names of the Companies /bodies corporate/ firms/ association of individuals	Nature of interest or concern / Change in interest or concern	Percentage of Shareholding
1.	Decbectochem Engineering Private Limited	Alternate Director	-
2.	Dietrich Engineering Consultant India Pvt. Ltd.	Director	-
3.	F Y Dec Holding SA	Director & Shareholder	50%

10. GENERAL

- 10.1. The Transferor Company and the Transferee Company-Applicant Company have made an application before the National Company Law Tribunal for the sanction of the Scheme under Sections 230 to 232 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013.
- 10.2. Amount due to Unsecured Creditors of Transferor Company is Rs. 83,17,948 as on June 30, 2021. Amount due to Unsecured Creditors of Transferee Company is Rs. 23,44,42,400/- as on June 30, 2021.
- 10.3. The rights and interests of Unsecured Creditors of either of the Transferor Company and 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 and post the Scheme, The Transferee Company-Applicant Company will be able to meet its liabilities as they arise in the ordinary course of business.
- 10.4. The Directors holding shares in the Applicant Company are not interested in the Scheme in material respect and otherwise than as Shareholders in their individual capacity or through their relatives in general.
- 10.5. The audited accounts for the year ended March 31, 2020 & March 31, 2021 of the Transferor Company and Transferee Company indicate that it is in a solvent position and would be able to meet liabilities as they arise in the ordinary course of business. There is no likelihood that any Unsecured Creditor of the concerned companies would lose or be prejudiced as a result of this Scheme being passed since no sacrifice or waiver is at all called for from them nor are their rights sought to be modified in any manner. Hence, the amalgamation will not cast any

additional burden on the shareholders or creditors of either company, nor will it affect the interest of any of the shareholders or creditors.

- 10.6. There are no winding up proceedings pending against the Transferor Company and Transferee Company as of date.
- 10.7. No investigation proceedings are pending or are likely to be pending under the provisions of Chapter XIV of the Companies Act, 2013 in respect of the Transferor Company and Transferee Company.
- 10.8. The Transferor Company and the Transferee Company are required to seek approvals / sanctions / no- objections from certain regulatory and governmental authorities for the Scheme such as the Registrar of Companies, Regional Director, Official Liquidator and will obtain the same at the relevant time.
- 10.9. Names of the directors and promoters of the **DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED** (the Transferor Company) are as under:

Name and address of Director	Name of Promoter
Mr. Ashok Jethabai Patel 32-Summerville, Bhulabhai Desai Road Opposite Cadbury House, Hajiali, Cumballa Hill Mumbai – 400026	Mr. Ashok Jethabai Patel
Mr. Tarak Ashok Patel 2501, Island City Center One, Dadar East, G.D. Ambedkar Marg, Mumbai – 400014	Mr. Tarak Ashok Patel
Mr. Ashok Chandresekharan Pillai 304, Ocean View, Deccan CHSL, Union Park Khar West, Mumbai - 400052	Mr. Ashok Chandresekharan Pillai
Mr. Yves Francois Dietrich Rue de Renges 9, 1024 Ecublens VD, Switzerland 1024	
Mr. Frederic Dietrich Chemin de Pre-Lebaz 20, Morrens VD, Morrens, Switzerland 1054	

- 10.10. Names of the directors and promoters of **DECBECTOCHEM ENGINEERING PRIVATE LIMITED** (the Transferee Company-Applicant Company) are as under:

Name and address of Director	Name of Promoter
Mr. Alok Rajendra Bector 201, Ashok House, Off. Gandhigram Road, Iskcon, Juhu, Mumbai – 400049	Mr. Alok Rajendra Bector
Mrs. Sangeeta Alok Bector 201, Ashok House, Off. Gandhigram Road, Iskcon, Juhu, Mumbai – 400049	Mrs. Sangeeta Alok Bector

Mr. Ashok Jethabai Patel 32-Summerville, Bhulabhai Desai Road Opposite Cadbury House, Hajiali, Cumballa Hill Mumbai – 400026	
Mr. Tarak Ashok Patel 2501, Island City Center One, Dadar East, G.D. Ambedkar Marg, Mumbai – 400014	
Mr. Ashok Chandresekharan Pillai 304, Ocean View, Deccan CHSL, Union Park Khar West, Mumbai - 400052	
Mr. Yves Francois Dietrich Rue de Renges 9, 1024 Ecublens VD, Switzerland 1024	
Mr. Frederic Dietrich Chemin de Pre-Lebaz 20, Morrens VD, Morrens, Switzerland 1054	

- 10.11. The Board of Directors of the Transferor Company approved the Scheme on 24th September, 2021. Details of directors of DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED (the Transferor Company) who voted in favour / against / did not vote or participate in the resolution of meeting of the Board of Directors of the Transferor Company are given below:

Name of Director	Voted in favour / against / did not participate
Mr. Ashok Jethabai Patel	Voted in favour of the resolution
Mr. Tarak Ashok Patel	Voted in favour of the resolution
Mr. Ashok Chandresekharan Pillai	Voted in favour of the resolution
Mr. Yves Francois Dietrich	-
Mr. Frederic Dietrich	Voted in favour of the resolution

- 10.12. The Board of Directors of the Transferee Company-Applicant Company approved the Scheme on September 24, 2021. Details of directors of **DECBECTOCHEM ENGINEERING PRIVATE LIMITED** (the Transferee Company) who voted in favour / against / did not vote or participate in the resolution of meeting of the Board of Directors of the Transferee Company-Applicant Company are given below:

Name of Director	Voted in favour / against / did not participate
Mr. Alok Rajendra Bector	Voted in favour of the resolution
Mrs. Sangeeta Alok Bector	Voted in favour of the resolution
Mr. Ashok Jethabai Patel	-
Mr. Tarak Ashok Patel	Voted in favour of the resolution

Mr. Ashok Chandresekharan Pillai	Voted in favour of the resolution
Mr. Yves Francois Dietrich	-
Mr. Frederic Dietrich	Voted in favour of the resolution

- 10.13. The Transferor Company and Transferee Company do not have any depositors, deposit trustee and debenture trustee. The Transferor Company do not have debenture holder, however, the Transferee Company has 1(one) Debenture holder. Further no change in the Board of Directors of the Transferor Company and Transferee Company is envisaged on account of the Scheme.
- 10.14. This statement may be treated as an Explanatory Statement under Section 230 (3) read with Section 102 of the Companies Act, 2013.
- 10.15. Inspection of the following documents specified under Rule 6 (3) (ix) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, may be carried out by the creditors of the Transferor Company and Transferee Company at their respective Registered Offices on any working day prior to the date of the meeting between 10.00 a.m. to 12 noon.
- Copy of the Order dated 22nd August, 2022 of the Hon'ble Tribunal passed in Company Scheme Application No. **C.A. (CAA)/ 87 (AHM) 2021** directing the convening of the meeting of the Unsecured Creditors of DECBECTOCHEM ENGINEERING PRIVATE LIMITED, the Transferee Company – Applicant Company for considering and approving the Scheme of Amalgamation of **DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED, the Transferor Company and DECBECTOCHEM ENGINEERING PRIVATE LIMITED, the Transferee Company-Applicant Company.**
 - Pre and Post Merger Capital Structure and Shareholding Pattern of the Transferee Company-Applicant Company, Memorandum and Articles of Association of the Transferor Company and The Transferee Company.
 - Audited Financial Statements of the Transferor Companies and the Transferee Company for last three financial years ended March 31, 2021, March 31, 2020 and March 31, 2019.
 - Copy of Scheme of Amalgamation,
 - The certificate issued by Auditor of the company to the effect that the accounting treatment, proposed in the scheme of compromise or arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013;
 - Register of Directors' Shareholding.

Sd/-
Mr. Tirth Nayak
Chairperson of the Meeting

Place: Bharuch
Date: 22nd August, 2022

SCHEME OF AMALGAMATION

OF

DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED
(The Transferor Company)

WITH

DECBECTOCHEM ENGINEERING PRIVATE LIMITED
(The Transferee Company)

1. PREAMBLE

This Scheme of Amalgamation is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 & the Rules framed thereunder including any statutory modifications or re-enactments thereof, if any, for the amalgamation of Dietrich Engineering Consultants India Private Limited (hereinafter referred to as “The Transferor Company” or “Dietrich”) into Decbectochem Engineering Private Limited (hereinafter referred to as “The Transferee Company” or “Decbectochem”) and in compliance with the conditions relating to “Amalgamation” as specified u/s 2(1B) of the Income Tax Act, 1961 and the same is divided into the following parts:

Part A - deals with Definitions and Share Capital of the Transferor and Transferee Company;

Part B - deals with Amalgamation of Dietrich Engineering Consultants India Private Limited and Decbectochem Engineering Private Limited;

Part C – deals with General Clauses, Terms and Conditions that will be applicable to Part B of the Scheme.

RATIONALE FOR THE SCHEME OF AMALGAMATION

- 1.1 The Transferor Company is a Holding Company of the Transferee Company. The proposed Scheme of Amalgamation would result in consolidation of the Holding Company with its Subsidiary Company. The Directors of the Transferor Company are also on Board of the Transferee Company.
- 1.2 The Transferor Company and Transferee Company are engaged in similar business activities. The proposed Amalgamation would result in business synergy, pooling of physical, financial and technical resources of these Companies for their most beneficial utilization in the combined entity.
- 1.3 With a view to maintain a simple corporate structure and eliminate duplicate corporate procedures it is desirable to merge and amalgamate all the undertakings of Transferor Company with Transferee Company. The amalgamation of all undertakings of Transferor Company into the Transferee Company shall facilitate consolidation of all the undertakings in order to enable effective management and unified control of operations. This would enable streamlining the activities and consequently reducing managerial overlaps. The amalgamation will result in streamlining management structure leading to better administration, reduction in cost, focused operational efforts and simplification of business processes.
- 1.4 It would be advantageous to combine the activities and operations of both the Companies into a single Company for leveraging financial and operational resources and reflecting stronger financial position. The amalgamation will bring in simplicity in working, reduction in various statutory and regulatory compliances and related costs which presently are being duplicated. It will also result in reduction in operational and administrative expenses, better cost and operational efficiencies and facilitate optimum utilization of resources.

- 1.5 The amalgamation will streamline the decision making process and help in better utilization of business resources.
- 1.6 Amalgamation will result in pooling of assets, technical knowledge, consolidation of marketing and business data and resources thereby helping in future growth of the amalgamated entity.

PART A – DEFINITIONS AND SHARE CAPITAL

2. DEFINITIONS

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

- 2.1 DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED, (The Transferor Company) means a company incorporated under the Companies Act, 1956 (CIN: U28910MH2004PTC149955), and having its Registered Office situated at Churchgate House, 4TH Floor, Veer Nariman Road, Mumbai – 400001.
- 2.2 DECBECTOCHM ENGINEERING PRIVATE LIMITED, (The Transferee Company) means a company incorporated under the Companies Act, 2013 (CIN: U29309GJ2019PTC110541) as Bectochem Isolators Private Limited and having its Registered Office situated at Plot No. 623/3 B, Part II, GIDC, Near Fire Station, Ankleshwar, Bharuch – 393002. The name of the Company was changed to DECBECTOCHM ENGINEERING PRIVATE LIMITED vide fresh Certificate of incorporation dated 2nd January, 2020 issued by the Registrar of Companies, Gujarat, and Dadra and Nagar Haveli.
- 2.3 “Act” means the Companies Act, 2013 and the applicable provisions thereof and Rules framed there under as in force from time to time.
- 2.4 “The Appointed Date” means 1st April, 2021 or such other date as the National Company Law Tribunal (Tribunal) or other competent authority may otherwise direct/ fix.
- 2.5 “The Effective Date” or “Coming into effect of this Scheme” means the date on which certified copies of the Order(s) of the National Company Law Tribunal (Tribunal) vesting the assets, properties, liabilities, rights, duties, obligations and the like of the Transferor Company in the Transferee Company are filed by Transferor Company with the Registrar of Companies, Mumbai, Maharashtra and by Transferee Company with the Registrar of Companies, Ahmedabad, Gujarat, after obtaining the necessary consents, approvals, permissions, resolutions, agreements, sanctions and orders in this regard.
- 2.6 “Tribunal” shall for the purpose of this Scheme, mean the National Company Law Tribunal, Mumbai Bench (NCLT Mumbai) for the Transferor Company and National Company Law Tribunal, Ahmedabad Bench (NCLT Ahmedabad) for the Transferee Company exercising jurisdiction under Sections 230 to 232 of the Act and the expression shall include the powers vested in the National Company Law Tribunal including Bench constituted under the provisions of the Act as applicable to the Scheme.
- 2.7 “Undertaking” shall mean and include:
- (a) All the assets and properties and the entire business of the Transferor Company as on the Appointed Date (hereinafter referred to as “the said assets”),
 - (b) All the debts, liabilities, contingent liabilities, duties, obligations and guarantees of the Transferor Company as on the Appointed Date (hereinafter referred to as “the said liabilities”),
 - (c) Without prejudice to the generality of sub-clause (a) above, the Undertaking of the Transferor Company shall include the Transferor Company reserves, movable and the immovable properties, all other assets including investments in shares, debentures, bonds and other securities, claims, loans and advances,

deposits, ownership rights, lease-hold rights, tenancy rights, occupancy rights, hire purchase contracts, leased assets, lending contracts, revisions, powers, permits, authorities, licenses, consents, approvals, municipal permissions, industrial and other licenses, permits, authorisations, quota rights, registrations, import/ export licenses, bids, tenders, letter of intent, connections for water, electricity and drainage, sanctions, consents, product registrations, quota rights, allotments, approvals, freehold land, buildings, factory buildings, plant & machinery, electrical installations and equipments, furniture and fittings, laboratory equipments, office equipments, effluent treatment plants, tube wells, software packages, vehicles and contracts, engagements, titles, interest, benefits, allocations, exemptions, concessions, remissions, subsidies, tax deferrals, tenancy rights, trademarks, brand names, patents and other industrial and intellectual properties, import quotas, telephones, telex, facsimile, websites, e-mail connections, networking facilities and other communication facilities and equipments, investments, rights and benefits of all agreements and all other interests, rights, titles and power of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals and all necessary records, files, papers, process information, data catalogues and all books of accounts, documents and records relating thereof.

- (d) Without prejudice to the generality of the above, all benefits including under Income Tax, Excise (including Cenvat), Sales Tax (including deferment of sales tax), Goods and Services Tax (GST) etc., to which the Transferor Company is entitled to in terms of the applicable Tax Laws of the Union and State and Local Governments.

2.8 “The Scheme” means this Scheme of Amalgamation in its present form or with any modification(s) approved or imposed or directed by the Tribunal.

3. SHARE CAPITAL

3.1 The Authorised, issued, subscribed and paid up Share Capital of the Transferor Company as at 31st March, 2021 is as under :-

Particulars	Amount in (Rs.)
<u>Authorised Capital:</u>	
2,50,000 Equity Shares of Rs.10/- each.	25,00,000
Total	25,00,000
<u>Issued, Subscribed and Paid-up Capital:</u>	
2,50,000 Equity Shares of Rs. 10/- each fully paid-up.	25,00,000
Total	25,00,000

There is no change in the Share Capital of the Transferor Company from the Appointed Date.

3.2 The Authorised, issued, subscribed and paid up Share Capital of the Transferee Company as at 31st March, 2021 is as under :-

Particulars	Amount in (Rs.)
<u>Authorised Capital</u>	
1,10,000 Equity Shares of Rs.10/- each.	11,00,000
400 Preference Shares of Rs. 1,00,000/- each	4,00,00,000

Total	4,11,00,000
<u>Issued, Subscribed and Paid-up Capital</u>	
1,02,041 Equity Shares of Rs. 10/- each fully paid-up.	10,20,410
400 Preference Shares of Rs. 1,00,000/- each fully paid up.	4,00,00,000
Total	4,10,20,410

There is no change in the Share Capital of the Transferee Company from the Appointed Date.

PART-B – AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY

4. TRANSFER AND VESTING OF UNDERTAKING

- 4.1 Upon coming into effect of this Scheme and with effect from the opening of the business as on the Appointed Date (i.e. 1st April, 2021) and subject to the provisions of this Scheme, the entire Undertaking of the Transferor Company including its assets and liabilities as on the Appointed Date, shall pursuant to the applicable provisions of the Act, without any further act, instrument or deed, be and shall stand transferred to and vested in and/or deemed to have been transferred to and vested in the Transferee Company as a going concern subject, however, to all charges, liens, mortgages, if any, then affecting the same or any part thereof.

PROVIDED ALWAYS that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Company and which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security after the amalgamation has become effective or otherwise unless specifically provided hereinafter.

- 4.2 The entire business of the Transferor Company as a going concern and all the properties whether movable or immovable, real or personal, corporeal or incorporeal, present or contingent including but without being limited to all assets, authorized capital, fixed assets, capital work-in-progress, current assets and debtors, investments, rights, titles, claims and powers, authorities, allotments, approvals and consents, reserves, provisions, permits, ownerships rights, lease, tenancy rights, occupancy rights, incentives, claims, rehabilitation schemes, funds, quota rights, import quotas, licenses, registrations, contracts, engagements, arrangements, brands, logos, patents, trade names, trade marks, copy rights, all other intellectual property rights, other intangibles of the Transferor Company whether registered or unregistered or any variation thereof as a part of its name or in a style of business otherwise, other industrial rights and licenses in respect thereof, lease, tenancy rights, flats, telephones, telexes, facsimile connections, e-mail accounts, internet connections, websites, installations and utilities, benefits of agreements and arrangements, powers, authorities, permits, allotments, quotas, approvals, permissions, sanctions, consents, privileges, liberties, easements, other assets, special status and other benefits that have accrued or which may accrue to the Transferor Company on and from the Appointed Date and prior to the Effective Date in connection with or in relation to the operation of the undertaking and all the rights, titles, interests, benefits, facilities and advantages of whatsoever nature and where ever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company as on the Appointed Date and prior to the Effective Date shall, pursuant to the applicable provisions of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company.
- a. With effect from the Appointed Date, all the equity shares, debentures, bonds, notes or other securities held by the Transferor Company, whether convertible into equity or not and whether quoted or not shall, without any further act or deed, be and stand transferred to the Transferee Company as also all the movable assets including cash in hand, if any, of the Transferor Company shall be capable of passing by manual delivery or by endorsement and delivery, as the case may

be, to the Transferee Company to the end and intent that the property therein passes to the Transferee Company on such manual delivery or by endorsement and delivery.

- b. However, 52,041 (Fifty Two Thousand Forty One) Equity Shares of Rs. 10/- each (51% of Equity Capital of the Transferee Company)) held by the Transferor Company in Transferee Company, shall stand cancelled and extinguished pursuant to the implementation of the Scheme of Amalgamation.
- c. In respect of movable properties of the Transferor Company other than specified in Clause 4.2 (a) above, including sundry debtors, outstanding loans and advances, if any recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi government, local and other authorities and bodies, 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, give notice in such form as it may deem fit and proper to each person, debtor or depositor, as the case may be, that pursuant to the Tribunal, the said debts, loans, advances or deposits be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realize all such debts, deposits and advances (including the debts payable by such persons, debtor or deposit to the Transferor Company) stands transferred and assigned to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.

- 4.3 With effect from the Appointed Date, all the debts, unsecured debts, liabilities, duties and obligations of every kind, nature and description of the Transferor Company shall also under the applicable provisions of the Act, without any further act or deed be transferred to or be deemed to be transferred to the Transferee Company so as to become as and from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to the contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this clause.
- 4.4 It is clarified that all debts, loans and liabilities, duties and obligations of the Transferor Company as on the Appointed Date and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or upto the day of the Appointed Date shall be the debts, loans and liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of the Transferor Company or on any income earned from those assets.
- 4.5 It is further specifically clarified, admitted, assured and declared by the Transferee Company that on this Scheme becoming effective, it will take over, absorb and pay and discharge on due dates all the liabilities including liabilities for income tax, wealth tax, central sales tax, value-added tax, service tax, Goods and Services Tax (GST), excise duty, custom duty, fringe benefit tax, dividend distribution tax, if any, of the Transferor Company.
- 4.6 With effect from the Appointed Date all debts, liabilities, dues, duties and obligations including all income tax, wealth tax, central sales tax, value added tax, service tax, excise duty, custom duty, fringe benefit tax, dividend distribution tax, Good and Service Tax (GST) and other Government and Semi-Government and Statutory liabilities of the Transferor Company shall pursuant to the applicable provisions of the Act and without any further act or deed be also transferred or be deemed to be transferred to and vest in and be assumed by the Transferee Company so as to become as from the Appointed Date the debts, liabilities, duties and obligations of Transferee Company on the same terms and conditions as were applicable to the Transferor Company.
- 4.7 This Part of the Scheme has been drawn up to comply with the conditions relating to “Amalgamation” as specified under Section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income Tax Act, 1961 at a later date,

the provisions of the said Section of the Income Tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961. Such modification will however not affect the other parts of the Scheme.

5. CONTRACTS, BONDS AND OTHER INSTRUMENTS

Without any further acts or deeds, upon the coming into effect of this Scheme and subject to other provisions contained in the Scheme, all contracts, bonds, lease deeds, debentures, indentures and other instruments to which the Transferor Company is a party subsisting or having effect immediately before the Effective Date shall remain in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and as effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

6. LEGAL PROCEEDINGS

If any, suit, writ petition, appeal, revision or other legal proceedings (hereinafter called “the Proceedings”) by or against the Transferor Company are pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company or of anything contained in the Scheme, but all such 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 be or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made. On and from the Effective Date, the Transferee Company shall and may initiate any legal proceedings for and on behalf of the Transferor Company.

7. OPERATIVE DATE OF THE SCHEME

The Scheme set out herein in its present form with or without any modifications(s) approved or imposed or directed by the Tribunal, as the case may be, or made as per Clause 17 of the Scheme though effective from the Appointed Date shall be operative from the Effective Date.

8. TRANSFEROR COMPANY STAFF, WORKMEN AND EMPLOYEES

All the staff, workmen and other employees in the service of the Transferor Company immediately before the transfer of the Undertaking under the Scheme shall become the staff, workmen and employees of the Transferee Company on the basis that :

- 8.1 Their respective services shall have been continuous and shall not have been interrupted by reason of the transfer of the Undertaking of the Transferor Company;
- 8.2 The terms and conditions of service applicable to the said staff, workmen or employees after such transfer shall not in any way be less favorable to them than those applicable to them immediately before the transfer; and
- 8.3 It is provided that as far as Provident Fund, Gratuity Fund, Superannuation Fund or other special fund, if any, created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such funds or in relation to the obligation to make contributions to the said Funds in accordance with the provisions of such Funds as per the terms provided in the respective trust deeds. It is the aim and intent of the Scheme herein that all the rights, duties, powers and obligations of the Transferor Company in relation to such funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees employed in different units of the Transferor Company under such Funds and Trusts shall remain fully protected.

9. CONDUCT OF BUSINESS BY THE TRANSFEROR COMPANY TILL EFFECTIVE DATE

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

- 9.1 shall carry on and shall be deemed to be carrying on all its respective business activities and shall stand possessed of its respective properties and assets for and on account of and in trust for the Transferee Company and all the profits or income accruing or arising to the Transferor Company and/or any cost, charges, expenditure or losses arising or incurred by it shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or cost, charges, expenditure or losses of the Transferee Company;
- 9.2 shall in the ordinary course of its respective business activities, assign, transfer or sell or exchange or dispose of or deal with all or any part of the rights vested with or title and interest in the property, assets, immovable or movable properties including assignment, alienation, charge, mortgage, encumbrance or otherwise deal with the rights, title and interest in the actionable claims, debtors and other assets etc., with the consent of the Transferee Company and such acts or actions would be deemed to have been carried on by the Transferor Company for and behalf of the Transferee Company and such acts or actions would be enforceable against or in favour of the Transferee Company and all the profits or incomes or losses or expenditure accruing or arising or incurred by the Transferor Company shall, for all purposes, be treated as the profits or incomes or expenditure or losses of the Transferee Company;
- 9.3 hereby undertakes to carry on its respective businesses until the Effective Date with reasonable diligence, utmost prudence and shall not, without the written consent of the Transferee Company, alienate, charge or otherwise deal with the said Undertaking or any part thereof except in the ordinary course of the Transferor Company business;
- 9.4 shall not, without the written consent of the Transferee Company, undertake any new business.
- 9.5 shall not vary the terms and conditions of the employment of their employees except in the ordinary course of business.
- 9.6 pay all statutory dues relating to the respective Undertaking for and on account of the Transferee Company.

10. ISSUE OF SHARES BY THE TRANSFEREE COMPANY

- 10.1 Upon the coming into effect of this Scheme and its consideration thereof, the Transferee Company shall without any further application, act or deed, issue and allot (**'Share Exchange Ratio'**):

“1 (One) Equity Share of Rs. 10/- (Rupees Ten Only) each credited as fully paid up of the Transferee Company for every 4.8 (Four point Eight) equity shares of Rs. 10/- (Rupees Ten Only) held in the Transferor Company (equivalent to Share Swap Ratio of 0.208167 as mentioned in Valuation Report dated 2nd August, 2021) and whose names are recorded in the register of members on the Record Date.”

No allotment of any shares to the Transferor Company shall be made against 52,041 equity shares held by it in the Transferee Company. The equity shares so held by the Transferor Company shall stand cancelled and be extinguished in terms of Clause 4.2.b. of this Scheme as herein provided.

- 10.2 If necessary, the Transferee Company shall, before allotment as aforesaid of the equity shares in terms of the Scheme, increase its authorized capital by the creation of at least such number of equity shares of Rs. 10/- each as may be necessary to satisfy its obligations under the Scheme.
- 10.3 No fractional shares shall be issued by the Transferee Company and the fractional share entitlements, if any, arising out of such allotment, shall be, if fraction is more than 0.50, rounded off to the nearest complete share.

- 10.4 The equity shares so allotted by the Transferee Company to the shareholders of the Transferor Company will in all respects rank *pari passu* with the existing equity shares of the Transferee Company for dividend and voting rights, save and except that the holders of such equity shares shall not be entitled to dividend declared by the Transferee Company before the Effective Date.

11. PROFITS, DIVIDENDS, BONUS / RIGHTS SHARES

- 11.1 With effect from the Appointed Date, the Transferor Company shall not without the prior written consent of the Board of Directors of the Transferee Company, utilize the profits, if any, for declaring or paying of any dividend to its shareholders and shall also not utilize, adjust or claim adjustment of profits/ reserves, as the case may be earned/ incurred or suffered after the Appointed Date.
- 11.2 The Transferor Company shall not after the Appointed Date, issue or allot any further securities, by way of rights or bonus or otherwise without the prior written consent of the Board of Directors of the Transferee Company.

12. ACCOUNTING TREATMENT

- 12.1 Recognizing that the amalgamation is to be considered as an “amalgamation in the nature of merger” in accordance with the provisions of Accounting Standard 14- “Accounting for Amalgamation” (AS-14) specified under Section 133 of the Companies Act, 2013 read with Rule 7 of the Companies (Accounts) Rules, 2014, the accounting treatment in respect of assets, liabilities and reserves and surplus of Transferor Company in the books of Transferee Company shall be governed by the provisions of AS-14 regarding “Pooling of Interest Method”. Accordingly all assets and liabilities recorded in the Books of Account of the Transferor Company, are transferred to and vested in the Transferee Company pursuant to the Scheme at their book values as on the Appointed Date.
- 12.2 If there is a surplus arising as a result of the difference, if any, of the value of the assets over the value of the liabilities of the Transferor Company, in accordance with this Scheme, the same shall be credited to the Capital Reserve Account of the Transferee Company and in the event of deficit, if any, the same shall be debited to the Goodwill Account of the Transferee Company.
- 12.3 Inter-company balances, investments and transactions if any, will stand cancelled, inter alia, as explained in Clause 4.2.b.
- 12.4 Upon coming into effect of the Scheme, to the extent that there are any inter-company loans, advances, deposits, balances or other obligations as between the Transferor and the Transferee Company, all the rights and obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company.
- 12.5 In case of any differences in the accounting policies between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date of amalgamation will be quantified and adjusted in the Free/General Reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policies;
- 12.6 The identity of reserves shall be preserved and shall appear in the financial statements of the transferee Company, in the same form, in which they appeared in the financial statements of the Transferor Company.

13. TREATMENT OF TAXES

- 13.1 This Scheme has been drawn up to comply with the conditions relating to “Amalgamation” as specified under Section 2(1B) and other relevant provisions of the Income-tax Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section and other related provisions of the

Income-tax Act at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said Section and other related provisions of the Income-tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) and other relevant provisions of the Income-tax Act.

- 13.2 Any tax liabilities under the Income-tax Act, Wealth Tax Act, 1957, applicable value added tax (“VAT”) legislations, Service Tax Act, Goods and Services Tax (GST), stamp laws as amended from time to time 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 appropriate tax provisions in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.
- 13.3 All taxes (including but not limited to Income-tax, Wealth Tax, Service Tax, VAT, Goods and Services Tax (GST) 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, Service Tax, VAT, Goods and Services Tax (GST) 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.
- 13.4 Upon the Scheme becoming effective, the Transferor Company (if required) and the Transferee Company are expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income-tax Act, Central Sales Tax, applicable State Value Added Tax, Service tax Act, Goods and Services Tax (GST), Excise Duty laws and other tax laws, and to claim refunds and/or credit for taxes paid (including minimum alternate tax, tax deducted at source, wealth tax, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.
- 13.5 All tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to them shall be continued and/or enforced until the Effective Date by the Transferor Company. In the event of the Transferor Company failing to continue or enforce any proceeding/appeal, the same may be continued or enforced by the Transferee Company, at the cost of the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.
- 13.6 Any refund under the Tax Laws received by/due to the Transferor Company consequent to the assessments made on the Transferor Company subsequent to the Appointed Date 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.
- 13.7 Without prejudice to the generality of the foregoing, all benefits including but not limited to benefits relating to Income-tax, Wealth Tax, Service Tax, VAT, Goods and Services Tax (GST) etc., to which the Transferor Company is entitled in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.

- 13.8 Further, any tax deducted at source by Transferor Company/ Transferee Company on transactions with the Transferee Company/ Transferor Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 13.9 Obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company.

14. COMBINATION OF AUTHORISED CAPITAL

- 14.1 Upon coming in to effect of this Scheme, the authorised share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including therein the payment of stamp duty and fees payable to Registrar of Companies, by the authorised share capital of the Transferor Company of Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) comprising of 2,50,000 (Two Lakh Fifty Thousand) Equity Shares of Rs.10/- each and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, shall stand altered, modified and amended, pursuant to Sections 13, 15, 61 and 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013 as the case may be and for this purpose the stamp duties and the fees paid on the authorised share capital of the Transferor Company shall be utilized and applied to the above referred increased authorized share capital of the Transferee Company and no payment of any extra stamp duty and/or fee shall be payable by the Transferee Company for increase in its authorised share capital to that extent.
- 14.2 Consequent upon the amalgamation, the authorised share capital of the Transferee Company will be as under:

<i>Particulars</i>	<i>Amount (in Rs.)</i>
<i>Authorised Capital</i>	
3,60,000 Equity Shares of Rs.10/- each	36,00,000
400 Preference Shares of Rs. 1,00,000/- each	4,00,00,000
Total	4,36,00,000

It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act.

- 14.3 The Clause V of the Memorandum of Association of the Transferee Company would stand amended as follows:

“The Authorised Share Capital of the Company is Rs. 4,36,00,000/- (Rupees Four Crore Thirty Six Lakh only) divided into 3,60,000 (Three Lakh Sixty Thousand) Equity Shares of Rs. 10/- (Rupees Ten only) each and 400 (Four Hundred) Preference Shares of Rs. 1,00,000/- (Rupees One Lakh only) each.”

15. DISSOLUTION OF THE TRANSFEROR COMPANY

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

PART-C – GENERAL

16. APPLICATIONS TO TRIBUNAL

The Transferor Company and the Transferee Company herein shall, with all reasonable dispatch, make applications/petitions under the applicable provisions of the Act to the National Company Law Tribunal (Tribunal) having jurisdiction or any other appropriate authority, for sanction of this Scheme and for dissolution of the Transferor Company without being wound up.

17. MODIFICATIONS/AMENDMENTS TO THE SCHEME

- 17.1 The Transferor Company (by its Directors) and the Transferee Company (by its Directors / Authorized Representatives) may assent to any modifications or amendments to the Scheme or agree to any terms and/or conditions which the Tribunal and/or any other authorities under law may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty or issue that may arise for implementing and/or carrying out the Scheme and do all acts, deeds and things as may be necessary, desirable, appropriate or expedient for putting the Scheme into effect. All amendments/modifications to the Scheme shall be subject to approval of National Company Law Tribunal (Tribunal).
- 17.2 For the purpose of giving effect to the Scheme or to any modification thereof, the Directors / Authorized Representatives of the Transferee Company are hereby authorised to give such directions and/or to be take such steps as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

18. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

The Scheme is conditional on and subject to:

- 18.1 The approval to the Scheme by the requisite majorities of the members and/or creditors, if required, of the Transferor Company and Transferee Company, as may be directed by the Tribunal or any appropriate authority as may be applicable.
- 18.2 The requisite resolution(s) under the applicable provisions of the said Act being passed by the members of the Transferor and Transferee Company for any of the matters provided for or relating to the Scheme, as may be necessary or desirable.
- 18.3 The sanction of the National Company Law Tribunal, Mumbai Bench and National Company Law Tribunal, Ahmedabad Bench, under the applicable provisions of the Act, in favour of the Transferor Company and the Transferee Company and to the necessary Order or Orders under the said Act being obtained.
- 18.4 Any other sanction or approval of the Appropriate Authorities concerned, as may be considered necessary and appropriate by the respective Boards of Directors of the Transferor Company and the Transferee Company being obtained and granted in respect of any of the matters for which such sanction or approval is required.
- 18.5 The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- 18.6 The certified copies of the Order of the National Company Law Tribunal (Tribunal) sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra, Mumbai and Registrar of Companies, Gujarat, Ahmedabad.

18.7 Each part of the Scheme shall be given effect to as per the chronology in which it has been provided for in the Scheme. The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by respective Board of Directors or any Committee constituted by such Board of Directors of the Transferor Company and the Transferee Company.

19. EFFECT OF NON RECEIPT OF APPROVALS/ SANCTIONS

In the event of any approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Boards of Directors of the Transferee Company and the Transferor Company shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme not being sanctioned by the Hon'ble Tribunal, the Scheme shall become null and void.

20. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges, taxes including duties, levies and all other expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with the Scheme and of carrying out and implementing/ completing the terms and provisions of the Scheme and/or incidental to the completion of Amalgamation of the said Undertaking of the Transferor Company in pursuance of the Scheme shall be borne and paid solely by the Transferee Company.

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH
FORM NO. CAA 2 [Pursuant to Section 230(3) and Rule 6]**

COMPANY SCHEME APPLICATION NO. C.A. (CAA)/ 87 (AHM) 2021

In the matter of the Companies Act, 2013 (18 of 2013);

And

In the matter of Sections 230 to 232 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013.

And

In the matter of Scheme of Amalgamation of **DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED**, Transferor Company with **DECBECTOCHEM ENGINEERING PRIVATE LIMITED**, the Transferee Company-Applicant Company

DECBECTOCHEM ENGINEERING PRIVATE LIMITED, a)

company incorporated under the Companies Act, 2013 having its)

registered office at Plot No. 623/3 B, Part II, GIDC, Near Fire)

Station, Ankleshwar, Bharuch – 393002, Gujarat)

Transferee Company - Applicant Company

PROXY FORM

I/We, _____ the undersigned Unsecured creditor/s of Decbectochem Engineering Private Limited, being the Applicant Company above named, do hereby appoint Mr./Ms. _____ of _____ and failing him/her _____ of _____ as my/our proxy, to act for me/us at the National Company Law Tribunal convened meeting of the Unsecured creditors of the Applicant Company to be held at Plot No. 623/3 B, Part II, GIDC , Near Fire Station, Ankleshwar, Bharuch – 393002, Gujarat on Saturday, 24th day of September, 2022 at 3.00 p.m. for the purpose of considering and if thought fit, approving with or without modification(s), the proposed Scheme of Amalgamation of **DIETRICH ENGINEERING CONSULTANTS INDIA PRIVATE LIMITED**, ('the Transferor Company') and **DECBECTOCHEM ENGINEERING PRIVATE LIMITED** ('the Transferee Company-Applicant Company) and their respective shareholders and/or creditors at such Meeting and any adjournment or adjournments thereof and to vote, for me/us and in my/our name(s) (here, if for, insert 'FOR', or if against, insert 'AGAINST') the said Scheme of Arrangement as my/our proxy.

Signed this _____ day of _____ 2022

Name: _____

Address: _____

Please affix
revenue
stamp of Re.
1/-

Signature of Unsecured Creditor (s)

Signature of Proxy Holder (s)

Notes:

1. The form of Proxy must be deposited at the Registered Office of Applicant Company not later than 48 (Forty Eight) hours before the scheduled time of the commencement of the said Meeting.
2. If you are a body corporate, as the unsecured creditor, a copy of the resolution of the Board of Directors or the Governing Body authorizing such a person to act as its representative/proxy at the Meeting and certified to be a true copy by a director, the manager, the secretary or any other authorised officer of such Body Corporate should be lodged with the Applicant Company at its Registered Office not later than 48 (Forty Eight) hours before the Meeting.
3. All alterations made in the form of proxy should be initialled.
4. Please affix appropriate revenue stamp before putting signatures.
5. In case of multiple proxies, the proxy later in time shall be accepted.
6. Proxy need not be unsecured creditor of Applicant Company.
7. No person shall be appointed as Proxy who is a minor.

DECBECTOCHEM ENGINEERING PRIVATE LIMITED

CIN: U29309GJ2019PTC110541
Registered Office: Plot No. 623/3 B, Part II, GIDC, Near Fire Station,
Ankleshwar, Bharuch – 393002, Gujarat
Website: www.decbectochem.com
Email ID: accounts@decbectochem.com
Tel No: Tel No: 02646-677455

ATTENDANCE SLIP

NATIONAL COMPANY LAW TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS OF DECBECTOCHEM ENGINEERING PRIVATE LIMITED ON SATURDAY, 24TH SEPTEMBER, 2022 AT 3.00 P.M. IST.

I/We hereby record my/our presence at the Meeting of Unsecured Creditor(s) of Decbectochem Engineering Private Limited convened pursuant to order of Hon'ble National Company Law Tribunal dated 22nd August, 2022 at Plot No. 623/3 B, Part II, GIDC, Near Fire Station, Ankleshwar, Bharuch – 393002, Gujarat on Saturday, 24th day of September, 2022 at 3.00 p.m.

Sr. No.	
Name & Address of the Unsecured Creditor(s)	
Name & Address of the Proxy Holder	

Signature of the Unsecured Creditor / Proxy / Authorized Representative present: _____

NOTES:

- (1) Unsecured Creditor/ Proxy Holder/Authorized Representative wishing to attend the Meeting should bring the attendance slip to the Meeting and hand over at the entrance duly signed.
- (2) Unsecured Creditor / Proxy Holder/Authorized Representative desiring to attend the Meeting is requested to bring his/her copy of Notice for reference at the Meeting.