



AGRIBIO SPIRITS

Date: August 26, 2025

To,
BSE Limited
Corporate Relationship Department
P J Towers, 1st Floor,
Dalal Street, Fort,
Mumbai-400 001

Scrip Code: 539546

Sub: Application seeking approval under Regulation 37 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for the Scheme of Merger by Absorption of Agribiotech Industries Limited (ABIL or Transferor Company) with Agribio Spirits Limited (ASL or Transferee Company) and their respective shareholders under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("Scheme")

Ref: As per telephonic conversation held on 26.08.2025 with SEBI officials w.r.t Application No. 221148 submitted on January 21, 2025

Dear Sir / Madam,

We refer to the queries received from SEBI regarding our application seeking approval under Regulation 37 of SEBI (LODR) Regulation 2015, in relation to the Scheme of Merger by Absorption of Agribiotech Industries Limited with Agribio Spirits Limited. In response we hereby submit our reply as follows:

I. The reports submitted to SEBI and the stock exchange in respect of the inter-se transfer of shares between the promoter in the FY 2021-22 and FY 2022-23.

We wish to state that the reports in respect of the inter-se transfer of shares between the promoters for the financial years 2021-22 and 2022-23 have been duly submitted to SEBI and the Stock Exchange in compliance with the applicable provisions of the SEBI (SAST), 2011 and other relevant regulations.

1. Regarding change in shareholding of the promoter / promoter group during the FY 2021-22, we wish to submit that the same was mainly on account of inter-se transfers amongst the members of the promoter group. The same is tabulated as under:





AGRIBIO SPIRITS

Name	Opening Balance		Inter-se Transfer		Market Purchase/Sell		Closing Balance		Remarks
	Shares	%	Shares	%	Shares	%	Shares	%	
Sree Gopal Bajoria	2,94,442	3.83	-	-	18,462	0.24	2,31,687	3.015	
					(81,217)	(1.06)			
Puja Bajoria	3,09,770	4.03	-	-	1,38,222	1.79	4,47,992	5.83	Annexure-1
Ashutosh Bajoria	6,11,722	5.00	3,84,004	5.00	108637	1.41	11,03,920	14.37	Annexure 2
					(443)	0			
Avinash Bajoria	5,83,079	7.59	(3,84,004)	(5.00)	-	-	1,99,075	2.59	Annexure 3

Notes :-

- Late Sree Gopal Bajoria has sold shares and acquired shares of the company during the year 2021-22 on various dates. The details of which are enclosed as Annexure 1.
- Puja Bajoria had acquired shares of the company during the year 2021-22 on various dates. The details of which are enclosed as Annexure 2.
- Ashutosh Bajoria had acquired shares of the company during the year 2021-22 on various dates.
- Avinash Bajoria had inter-se transfer shares to Ashutosh Bajoria 30.03.2022. The said inter-se promoter transfer was exactly 5 % of the then total voting capital of company.

Since the inter se promoter transfer of shares was exactly 5% of the then total voting capital of the company, the Transferor / Transferee made reporting in compliance with Regulation 29(2) of the SEBI SAST Regulations. Further, the disclosure under Regulation 10(5) of the SEBI SAST Regulations was duly filed; however, the subsequent intimations under Regulation 10(6) and Regulation 10(7) were not filed by the Transferor / Transferee. In case filing under Regulation 10(6) and 10(7) is deemed necessary, the promoters are willing to comply with the same now, albeit with delay.

The details of the inter-se transfer are enclosed as Annexure 3 and Annexure 4





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2. Regarding the change in shareholding of the promoter group during the FY 2022-23, we submit as under:

Name	Opening Balance		Inter-se Transfer		Market Purchase/Sell		Closing Balance		Remarks
	Shares	%	Shares	%	Shares	%	Shares	%	
Ashutosh Bajoria	11,03,920	14.37	2,31,687	3.0151	9,286	0.1208	13,44,893	17.50	Transmission due to death of Mr. Sree Gopal Bajoria as per Annexure-4
Sree Gopal Bajoria	2,31,687	3.015	(2,31,687)	(3.015)			-	-	Transmission Annexure-4
Puja Bajoria	4,47,992	5.83	10,58,475	13.775			15,06,467	19.60	Inter-se transfer as per Annexure-5
Avinash Bajoria	1,99,075	2.59	(1,99,075)	(2.59)			-	-	Inter-se transfer as per Annexure-5
Preetanjali Bajoria	1,50,000	1.95	(1,50,000)	(1.95)			-	-	Inter-se transfer as per Annexure-5
Rajasthan Cylinders & Containers Ltd	7,09,400	9.23	(7,09,400)	(9.23)			-	-	Inter-se transfer as per Annexure-5
Rigmadirappa Investment P Ltd	16,55,000	21.54	11,42,350	14.87	(9,14,143)	(11.89)	18,83,207	36.40	As per Annexure -6 & 7
Cairo Niryat Pvt Ltd	7,56,350	9.84	(7,56,350)	(9.84)			-	-	Due to merger as per annexure- 6 & 7
Rameshwar Properties P Ltd	2,92,000	3.80	(2,92,000)	(3.80)			-	-	Due to merger as per annexure-6 & 7
Swayambhu Construction P Ltd	94,000	1.22	(94,000)	(1.22)			-	-	Due to merger as per annexure-6 & 7

Notes:-

- a) On account of sad demise of Sree Gopal Bajoria, 2,31,687 Equity shares of late Sree Gopal Bajoria had been transmitted to Ashutosh Bajoria. - Annexure 4





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- b) The shareholding of Avinash Bajoria (1,99,075 Equity shares), Preetanjali Bajoria (1,50,000 Equity shares) and Rajasthan Cylinders & Containers Limited (7,09,400 Equity shares) had been transferred by way of inter se transfer of Promoters to Puja Bajoria (10,58,475 Equity shares)

The necessary disclosure under Regulation 10(5) , Regulation 10(6) and Regulation 10(7) of SEBI(SAST) Regulations 2011 have been filed. Copies of the same are enclosed as Annexure 5.

- c) Cairo Niryat Pvt Ltd and Rameshwar Properties Private Limited and Swayambhu Constructions Private Limited have been amalgamated with Rigmadarippa Investment Private Limited pursuant to Section 230 -232 of the companies Act, 2013 as per NCLT Order dated 04.04.2022.

Accordingly, the shareholdings of Cairo Niryat Pvt Ltd (7,56,350 Equity Shares) and Rameshwar Properties Private Limited (2,92,000 Equity Shares) and Swayambhu Constructions Private Limited (94,000 Equity shares) have been transferred to Rigmadarippa Investment Private Limited (11,42,350 Equity shares). The said transfer of Equity shares is by virtue of operations of Law and as per NCLT Order is exempt under Regulation 10 of SEBI(SAST) Regulations, 2011.

The copy of NCLT Order and other documents are enclosed as Annexure 7

II. Update on the NOC from the lenders

With reference to our letter dated July 28, 2025, wherein we had informed you about the ongoing process of obtaining the No Objection Certificate (NOC) from our lenders, we wish to reiterate that the matter is still under consideration with the lead bank, Punjab National Bank (PNB), under the consortium arrangement with Union Bank of India and Central Bank of India.

We have requested additional time for obtaining the requisite approvals from all consortium members and expect to receive the final NOC on or before September 30, 2025. We remain committed to updating you on any further developments in this regard.

We trust the above clarifies the relevant changes in promoter group shareholding across the mentioned financial years.

Should you require any further information or clarification, please feel free to connect with us.

For Agribio Spirits Limited

Ratan Singh
Ratan Singh
Managing Director
DIN: 06818520



Disclosure under regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Agribiotech (Accounts Dept.) <accounts@abil.co.in>

Fri 04/01/2022 3:29 PM

To: corp.relations@bseindia.com <corp.relations@bseindia.com>

Dear Sir/Madam,

Please find enclosed herewith disclosure under regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 on behalf of myself as a promoter of Beekay Niryat Limited.

This is for your information and record.

Thanks and Regards

Ashutosh Bajoria

ASHUTOSH BAJORIA

**404, NEMI SAGAR COLONY,
QUEENS ROAD, GATE NO. 13,
VAISHALI NAGAR, JAIPUR - 302021**

To,

BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai - 400001.

Target Company: Beekay Niryat Limited (Scrip Code: 539546)

Sub: Disclosure under Regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

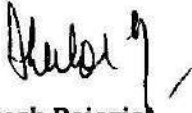
Dear Sir/Madam,

Please find enclosed herewith disclosure under regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 on behalf of the Promoter / Promoter Group of Beekay Niryat Limited.

This is for your information and record.

Thanking you.

Yours Faithfully,



(Ashutosh Bajoria)
Date: 31.03.2022

Encl: Disclosure as above

Cc :- Company Secretary and Compliance Officer

M/s Beekay Niryat Limited

SP-825, Road No. 14, VKI Area, Jaipur - 302013 (Raj.)

Format for disclosures under Regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Name of the Target Company (TC)	Beekay Niryat Limited		
Name(s) of the Acquirer & Seller and Persons Acting in Concert (PAC) with the Acquirer & seller	Ashutosh Bajoria (Acquirer)		
Whether the Acquirer / seller belongs to Promoter/Promoter group	Yes		
Name(s) of the Stock Exchange(s) where the shares of TC are Listed	2. BSE Limited (539546)		
Details of the acquisition / disposal as follows	Number	% w.r.t. total share/voting capital wherever applicable(*)	% w.r.t. total diluted share/voting capital of the TC (**)
Before the acquisition/sale under consideration, holding of:			
f) Shares carrying voting rights	6,11,722	7.96%	7.96%
g) Shares in the nature of encumbrance (pledge/lien/non-disposal undertaking/ others)			
h) Voting rights (VR) otherwise than by shares			
i) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the T C (specify holding in each category)			
j) Total (a+b+c+d)	6,11,722	7.96%	7.96%
Details of acquisition / sale			
b) Shares carrying voting rights acquisition /sold - Ashutosh Bajoria (purchase/acquisition) from 22.03.2022 to 30.03.2022	4,92,641	6.41%	6.41%
b) VRs acquired /sold otherwise than by shares			
c) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) acquired/sold			
d) Shares encumbered / invoked/released by the acquirer			
e) Total (a+b+c+/-d)\	4,92,641	6.41%	6.41%
After the acquisition/sale, holding of:			
a) Shares carrying voting rights	11,04,363	14.37%	14.37%
b) Shares encumbered with the acquirer			
c) VRs otherwise than by shares			
d) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) after acquisition			
e) Total (a+b+c+d)	11,04,363	14.37%	14.37%
Mode of acquisition / sale (e.g. open market / off-market /public issue / rights issue / preferential	Open Market = 108637 Shares (1.41%) Inter-se transfer = 384004 Shares (5.00%)		

Ashutosh Bajoria

allotment / inter-se transfer etc).	
Date of acquisition/sale of shares / VR or date of receipt of intimation of allotment of shares, whichever is applicable	22.03.2022 to 30.03.2022
Equity share capital / total voting capital of the TC before the said acquisition / sale#	Rs. 7,68,42,370 (76,84,237 shares of Rs. 10/- each)
Equity share capital/ total voting capital of the TC after the said acquisition / sale#	Rs. 7,68,42,370 (76,84,237 shares of Rs. 10/- each)
Total diluted share/voting capital of the TC after the said acquisition / sale#	Rs. 7,68,42,370 (76,84,237 shares of Rs. 10/- each)

(*) Total share capital/ voting capital to be taken as per the latest filing done by the company to the Stock Exchange under Regulation 31 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulation, 2015.

(**) Diluted share/voting capital means the total number of shares in the TC assuming full conversion of the outstanding convertible securities/warrants into equity shares of the TC.

Ashutosh Bajoria

(Ashutosh Bajoria)

Place: Jaipur

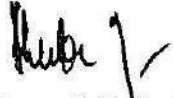
Date: 31.03.2022

Encl: Annexure -1 - Promoter holding before and after Acquisition / disposal.

Name of the Target Company: Beekay Niryat Limited

Name (s) of the person and Persons Acting in Concert (PAC) with the person	Whether the person belongs to Promoter/ Promoter group	PAN of the person and PACs	No. of Shares held
ASHUTOSH BAJORIA	YES	ADZPB2291A	11,04,363
AVINASH BAJORIA	YES	AECPB4242F	1,99,075
PREETANJALI BAJORIA	YES	AFYPB0141A	1,50,000
PUJA BAJORIA	YES	AHKPJ8526H	4,47,992
SREE GOPAL BAJORIA	YES	ADXPB1791R	2,31,687
CAIRO NIRYAT (P) LTD	YES	AACCC1260B	7,56,350
RAJASTHAN CYLINDERS AND CONTAINERS LTD	YES	AABCR1526J	7,09,400
RAMESHWAR PROPERTIES (P) LTD	YES	AABCR2566C	2,92,000
RIGMADIRAPPA INVESTMENT PVT LTD	YES	AABCR4145D	16,55,000
SWAYAMBHU CONSTRUCTION PVT LTD	YES	AADCS5772R	94,000

For and on behalf of Promoters / Promoter Group of Beekay Niryat Limited by
Mrs. Asuthosh Bajoria



(Ashutosh Bajoria)
Place: Jaipur
Date: 31.03.2022



Beekay Niryat Limited <beekayniryat1975@gmail.com>

Fw: Disclosure under Regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Avinash Bajoria <avinash.bajoria@yahoo.com>
To: "corp.relations@bseindia.com" <corp.relations@bseindia.com>
Cc: "beekayniryat1975@gmail.com" <beekayniryat1975@gmail.com>

Fri, May 6, 2022 at 1:15 PM

Ref: Beekay Niryat Limited (Scrip Code: 539546)


Dear Sir / Madam,

Please find enclosed herewith disclosure made under regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

This is for your information and record.

Thanks & Regards,

(Avinash Bajoria)
Promoter & Director
M/s Beekay Niryat Limited

 **Avinash Bajoria Intimation_Beekay Niryat Limited..pdf**
1485K

AVINASH BAJORIA

404, NEMI SAGAR COLONY,
QUEENS ROAD, GATE NO. 13,
VAISHALI NAGAR, JAIPUR 302021

To,

BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai - 400001.

Target Company: Beekay Niryat Limited (Scrip Code: 539546)
Sub: Disclosure under Regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Dear Sir/Madam,

In reference to the disclosure made on behalf of the Promoter / Promoter Group of Beekay Niryat Limited ("the Company") by Mr. Ashutosh Bajoria (Acquirer), being Promoter and Director of the Company on 31.03.2022, regarding inter se transfer of 384004 shares, I Avinash Bajoria (Seller), Promoter and Director of the Company hereby enclosing disclosure under regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

This is for your information and record

Thanking you.

Yours Faithfully,


(Avinash Bajoria)

Place: Jaipur

Date:06.05.2022

Encl: Disclosure as above

Cc :- Company Secretary and Compliance Officer
M/s Beekay Niryat Limited
111, Signature Tower, DC-2, Lal Kothi Scheme, Tonk Road Jaipur - 302015, Rajasthan.

Format for disclosures under Regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Name of the Target Company (TC)	Beekay Niryat Limited		
Name(s) of the Acquirer & Seller and Persons Acting in Concert (PAC) with the Acquirer & seller	Avinash Bajoria (Seller) Ashutosh Bajoria (Acquirer)		
Whether the Acquirer / seller belongs to Promoter/Promoter group	Yes		
Name(s) of the Stock Exchange(s) where the shares of TC are Listed	BSE Limited (539546)		
Details of the acquisition / disposal as follows	Number	% w.r.t. total share/voting capital wherever applicable(*)	% w.r.t. total diluted share/voting capital of the TC (**)
Before the acquisition/sale under consideration, holding of :			
a) Shares carrying voting rights	5,83,079	7.59%	7.59%
b) Shares in the nature of encumbrance (pledge/lien/non-disposal undertaking/ others)			
c) Voting rights (VR) otherwise than by shares			
d) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the T C (specify holding in each category)			
e) Total (a+b+c+d)	5,83,079	7.59%	7.59%
Details of acquisition / sale			
a) Shares carrying voting rights acquisition/sold - Avinash Bajoria (Sold) 30.03.2022	(384004)	(5 %)	(5 %)
b) VRs acquired /sold otherwise than by shares			
c) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) acquired/sold			
d) Shares encumbered / invoked/released by the acquirer			
e) Total (a+b+c+/-d)\	(384004)	(5 %)	(5 %)
After the acquisition/sale, holding of:			
a) Shares carrying voting rights	1,99,075	2.59%	2.59%
b) Shares encumbered with the acquirer			
c) VRs otherwise than by shares			
d) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) after acquisition			
e) Total (a+b+c+d)	1,99,075	2.59%	2.59%

Avinash Bajoria

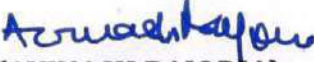
AVINASH BAJORIA

404, NEMI SAGAR COLONY,
QUEENS ROAD, GATE NO. 13,
VAISHALI NAGAR, JAIPUR 302021

Mode of acquisition / sale (e.g. open market / off-market / public issue / rights issue / preferential allotment / inter-se transfer etc).	inter-se transfer to Mr. Ashutosh Bajoria, Promoter of the Company.
Date of acquisition/sale of shares / VR or date of receipt of intimation of allotment of shares, whichever is applicable	30.03.2022
Equity share capital / total voting capital of the TC before the said acquisition / sale#	Rs. 7,68,42,370 (76,84,237 shares of Rs. 10/- each)
Equity share capital/ total voting capital of the TC after the said acquisition / sale#	Rs. 7,68,42,370 (76,84,237 shares of Rs. 10/- each)
Total diluted share/voting capital of the TC after the said acquisition / sale#	Rs. 7,68,42,370 (76,84,237 shares of Rs. 10/- each)

(*) Total share capital/ voting capital / Promoter Shareholding to be taken as per the latest filing done by the company to the Stock Exchange under Regulation 31 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulation, 2015.

(**) Diluted share/voting capital means the total number of shares in the TC assuming full conversion of the outstanding convertible securities/warrants into equity shares of the TC.


(AVINASH BAJORIA)

Place: Jaipur

Date: 06.05.2022

Encl: Annexure -1 - Promoter holding before and after Acquisition / disposal

AVINASH BAJORIA

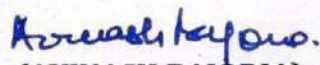
404, NEMI SAGAR COLONY,
QUEENS ROAD, GATE NO. 13,
VAISHALI NAGAR, JAIPUR 302021

Annexure-1

Name of the Target Company: Beekay Niryat Limited

Name (s) of the person and Persons Acting in Concert (PAC) with the person	Whether the person belongs to Promoter/ Promoter group	PAN of the person and PACs	No. of Shares held
ASHUTOSH BAJORIA	YES	ADZPB2291A	11,03,920
AVINASH BAJORIA	YES	AECPB4242F	1,99,075
PREETANJALI BAJORIA	YES	AFYPB0141A	1,50,000
PUJA BAJORIA	YES	AHKPJ8526H	4,47,992
SREE GOPAL BAJORIA	YES	ADXPB1791R	2,31,687
CAIRO NIRYAT (P) LTD	YES	AACCC1260B	7,56,350
RAJASTHAN CYLINDERS AND CONTAINERS LTD	YES	AABCR1526J	7,09,400
RAMESHWAR PROPERTIES (P) LTD	YES	AABCR2566C	2,92,000
RIGMADIRAPPA INVESTMENT PVT LTD	YES	AABCR4145D	16,55,000
SWAYAMBHU CONSTRUCTION PVT LTD	YES	AADCS5772R	94,000

For and on behalf of Promoters / Promoter Group of Beekay Niryat Limited by
Mr. Avinash Bajoria


(AVINASH BAJORIA)

Place: Jaipur
Date: 06.05.2022

Disclosure under Regulation 29 (2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Agribiotech (Accounts Dept.) <accounts@abil.co.in>

Thu 03/24/2022 2:05 PM

To: corp.relations@bseindia.com <corp.relations@bseindia.com>

 1 attachments (4 MB)

BSE_Intimation_of_PB_sw.pdf;

Dear Sir/Madam,

Please find enclosed herewith disclosure under regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 on behalf of myself as a promoter of Beekay Niryat Limited.

This is for your information and record.

Thanks and Regards

Puja Bajoria

(Promoter)

Beekay Niryat Limited

PUJA BAJORIA

**404, NEMI SAGAR COLONY,
QUEENS ROAD, GATE NO. 13,
VAISHALI NAGAR, JAIPUR - 302021**

To,

BSE Limited

Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai - 400001.

Target Company: Beekay Niryat Limited (Scrip Code: 539546)

Sub: Disclosure under Regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Dear Sir/Madam,

Please find enclosed herewith disclosure under regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 on behalf of the Promoter / Promoter Group of Beekay Niryat Limited.

This is for your information and record.

Thanking you.

Yours Faithfully,



(Puja Bajoria)

Date: 23.03.2022

Encl: Disclosure as above

Cc :- Company Secretary and Compliance Officer
M/s Beekay Niryat Limited
SP-825, Road No. 14, VKI Area, Jaipur - 302013 (Raj.)

Format for disclosures under Regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Name of the Target Company (TC)	Beekay Niryat Limited		
Name(s) of the Acquirer & Seller and Persons Acting in Concert (PAC) with the Acquirer & Seller	Puja Bajoria (Acquirer)		
Whether the Acquirer / seller belongs to Promoter/Promoter group	Yes		
Name(s) of the Stock Exchange(s) where the shares of TC are Listed	2. BSE Limited (539546)		
Details of the acquisition / disposal as follows	Number	% w.r.t. total share/voting capital wherever applicable(*)	% w.r.t. total diluted share/voting capital of the TC (**)
Before the acquisition/sale under consideration, holding of:			
f) Shares carrying voting rights	3,09,770	4.03%	4.03%
g) Shares in the nature of encumbrance (pledge/lien/non-disposal undertaking/ others)			
h) Voting rights (VR) otherwise than by shares			
i) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the T C (specify holding in each category)			
j) Total (a+b+c+d)	3,09,770	4.03%	4.03%
Details of acquisition / sale			
b) Shares carrying voting rights acquisition /sold - Puja Bajoria (purchase/acquisition) 01.03.2022 to 22.03.2022	1,37,618	1.79%	1.79%
b) VRs acquired /sold otherwise than by shares			
c) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) acquired/sold			
d) Shares encumbered / invoked/released by the acquirer			
e) Total (a+b+c+/-d)\	1,37,618	1.79%	1.79%
After the acquisition/sale, holding of:			
b) Shares carrying voting rights	4,47,388	5.82%	5.82%
b) Shares encumbered with the acquirer			
c) VRs otherwise than by shares			
d) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) after acquisition			
e) Total (a+b+c+d)	4,47,388	5.82%	5.82%
Mode of acquisition / sale (e.g. open market / off-market /public issue / rights issue / preferential	Open Market		

allotment / inter-setransfer etc).	
Date of acquisition/sale of shares / VR or date of receipt of intimation of allotment of shares, whichever is applicable	01.03.2022 to 22.03.2022
Equity share capital / total voting capital of the TC before the said acquisition / sale#	Rs. 7,68,42,370 (76,84,237 shares of Rs. 10/- each)
Equity share capital/ total voting capital of the TC after the said acquisition / sale#	Rs. 7,68,42,370 (76,84,237 shares of Rs. 10/- each)
Total diluted share/voting capital of the TC after the said acquisition / sale#	Rs. 7,68,42,370 (76,84,237 shares of Rs. 10/- each)

(*) Total share capital/ voting capital to be taken as per the latest filing done by the company to the Stock Exchange under Regulation 31 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulation, 2015.

(**) Diluted share/voting capital means the total number of shares in the TC assuming full conversion of the outstanding convertible securities/warrants into equity shares of the TC.



(Puja Bajoria)

Place: Jaipur

Date: 23.03.2022

Encl: Annexure -1 – Promoter holding before and after Acquisition / disposal.

Name of the Target Company: Beekay Niryat Limited

Name (s) of the person and Persons Acting in Concert (PAC) with the person	Whether the person belongs to Promoter/ Promoter group	PAN of the person and PACs	No. of Shares held
ASHUTOSH BAJORIA	YES	ADZPB2291A	6,11,722
AVINASH BAJORIA	YES	AECPB4242F	5,83,079
PREETANJALI BAJORIA	YES	AFYPB0141A	1,50,000
PUJA BAJORIA	YES	AHKPJ8526H	4,47,388
SREE GOPAL BAJORIA	YES	ADXPB1791R	2,31,687
CAIRO NIRYAT (P) LTD	YES	AACCC1260B	7,56,350
RAJASTHAN CYLINDERS AND CONTAINERS LTD	YES	AABCR1526J	7,09,400
RAMESHWAR PROPERTIES (P) LTD	YES	AABCR2566C	2,92,000
RIGMADIRAPPA INVESTMENT PVT LTD	YES	AABCR4145D	16,55,000
SWAYAMBHU CONSTRUCTION PVT LTD	YES	AADCS5772R	94,000

**For and on behalf of Promoters / Promoter Group of Beekay Niryat Limited by
Mrs. Puja Bajoria**



(Puja Bajoria)

Place: Jaipur

Date: 23.03.2022



BEEKAY NIRYAT LIMITED

Registered Office: SP- 825, Road No.14, Vishwakarma Industrial Area, Jaipur-302013

To,

BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai - 400001.

Kind Attn: Listing Department

Sub: Sub: Intimation of Death of Mr. Sree Gopal Bajoria, promoter of the company under Regulation 30 and 31A of the SEBL (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Ref: Beekay Niryat Limited (Script Code: 539546)

Dear Sir/Madam,

1. In compliance with the Regulation 30 and 31A(6)(c) of SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015, this is to inform you that the Company was intimated today about the sad demise of Mr. Sree Gopal Bajoria, promoter of the Company, who are holding 2,31,687 shares in the company.
2. It is hereby informed that he would be ceased to be the part of promoter of the Company in accordance with the Regulation 31A (6) (c) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
3. Further, transmission of his shareholding to nominee is under process and therefore shareholding will be shown in his name till the conclusion of transmission procedure.

You are requested to kindly take the same on record.

Thanking you,
Yours Faithfully,

For Beekay Niryat Limited

(Bhavesh Surolia)
Company Secretary &
Compliance Officer
M. No.: A64329



Corporate Office:
9, Hungerford street,
Kolkata-700017

CIN: L67120RJ1975PLC045573
Website: bkn.bajoriagroup.in

Tel: 033-2280-4442
Fax: +91-33-30235391
Email: email@beekayniryat.co.in
beekayniryat1975@gmail.com

PUJA BAJORIA

**404, NEMI SAGAR COLONY,
QUEENS ROAD, GATE NO. 13,
VAISHALI NAGAR, JAIPUR - 302021**

10.	Declaration by the acquirer that all the conditions specified under regulation 10(1) (a) with respect to exemption has been duly complied with.	Please refer Annexure 4				
11.	Shareholding details	Before the proposed transaction		After the proposed transaction		
		No. of Shares / voting rights	% w.r.t total share capital of TC	No. of Shares / voting rights	% w.r.t total share capital of TC	
	a	Acquirer(s) and PACs (other than sellers)				
	i	Puja Bajoria	4,47,992	5.83	15,06,467	19.60
	ii	Ashutosh Bajoria	11,03,920	14.37	11,03,920	14.37
	iii	Sree Gopal Bajoria	2,31,687	3.02	2,31,687	3.02
	iv	Rigmadirappa Investment Pvt Ltd	27,97,350	36.40	27,97,350	36.40
		Sub Total (a)	45,80,949	59.62	56,39,424	73.39
	b	Seller (s)				
	i	Avinash Bajoria	1,99,075	2.59	-	-
	ii	Preetanjali Bajoria	1,50,000	1.95	-	-
	iii	Rajasthan Cylinders and Containers Ltd	7,09,400	9.23	-	-
		Sub Total (b)	10,58,475	13.77	-	-

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Date: 2022.05.06
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**PUJA BAJORIA
ACQUIRER**

Encl. As Above

**Place : Jaipur
Date : 06-05-2022**

PUJA BAJORIA

**404, NEMI SAGAR COLONY,
QUEENS ROAD, GATE NO. 13,
VAISHALI NAGAR, JAIPUR - 302021**

13th May 2022

To,
The Deputy Manager
Department of Corporate Services
BSE Limited
P. J. Towers, Dalal Street, Fort
Mumbai – 400 001

The Board of Directors
M/s. BEEKAY NIRYAT LIMITED
111, Signature Tower, DC-2 Lal Kothi Scheme,
Tonk Road,
Jaipur - 302015

Dear Sir,

Sub: Disclosure under Reg 10(6) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

I herewith submit that I am a part of Promoter and Promoter Group of Beekay Niryat Limited.

I have purchased 10,58,475 Equity Shares of Beekay Niryat Ltd (the Target Company) from the following Sellers/Promoter and Promoter Group Shareholders;

- a. 1,99,075 Equity Shares from Mr. Avinash Bajoria (the Seller 1)
- b. 1,50,000 Equity Shares from Mrs. Preetanjali Bajoria (the Seller 2)
- c. 7,09,400 Equity Shares from Rajasthan Cylinders And Containers Ltd (the Seller 3)

In this regard, please find enclosed with this letter the disclosure/intimation under Regulation 10 (6) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

I request you to kindly take the same on record and disseminate the said intimation to the general public.

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PUJA BAJORIA
ACQUIRER

Encl. As Above

Place: Jaipur
Date: 13-05-2022

**REPORT TO STOCK EXCHANGES IN RESPECT OF ANY ACQUISITION MADE IN RELIANCE
UPON EXEMPTION PROVIDED FOR IN REGULATION 10 OF SEBI (SUBSTANTIAL
ACQUISITION OF SHARES AND TAKEOVERS) REGULATIONS, 2011**

1.	Name of the Target Company (TC)	BEEKAY NIRYAT LIMITED	
2.	Name of the acquirer(s)	PUJA BAJORIA	
3.	Name of the stock exchange where shares of the TC are listed	BSE LIMITED	
4.	Details of the transaction including rationale, if any, for the transfer/ acquisition of shares.	The above share transfer has been undertaken due to an ongoing family settlement between the Promoters	
5.	Relevant regulation under which the acquirer is exempted from making open offer.	Regulation 10(1)(a)(v)	
6.	Whether disclosure of proposed acquisition was required to be made under regulation 10 (5) and if so, <ul style="list-style-type: none"> ➤ whether disclosure was made and whether it was made within the timeline specified under the regulations. ➤ date of filing with the stock exchange. 	Yes May 06, 2022	
7.	Details of Acquisition	Disclosures required to be made under regulation 10(5)	Whether the disclosures under regulation 10(5) are actually made
	a. Name of the transferor / seller	Avinash Bajoria Preetanjali Bajoria Rajasthan Cylinders and Containers Ltd	Avinash Bajoria Preetanjali Bajoria Rajasthan Cylinders and Containers Ltd
	c. Number of shares/ voting rights in respect of the acquisitions from each person mentioned in 7(a) above		
		Avinash Bajoria	1,99,075
		Preetanjali Bajoria	1,50,000
		Rajasthan Cylinders and Containers Ltd	7,09,400
	d. Total shares proposed to be acquired / actually acquired as a % of diluted share capital of TC	10,58,475 (13.77%)	10,58,475 (13.77%)
	e. Price at which shares are proposed to be acquired / actually acquired	Rs. 2.00/-	Rs. 2.00/-

8.	Shareholding details	Pre-Transaction		Post-Transaction	
		No. of shares held	% w.r.t total share capital of TC	No. of shares held	% w.r.t total share capital of TC
	a. Acquirer/Transferee:	45,80,949	59.62	56,39,424	73.39
	Puja Bajoria	4,47,992	5.83	15,06,467	19.60
	Ashutosh Bajoria	11,03,920	14.37	11,03,920	14.37
	Sree Gopal Bajoria	2,31,687	3.02	2,31,687	3.02
	Rigmadirappa Investment Pvt Ltd	27,97,350	36.40	27,97,350	36.40
	b. Seller/Transferor:	10,58,475	13.77	NIL	NIL
	Avinash Bajoria	1,99,075	2.59	NIL	NIL
	Preetanjali Bajoria	1,50,000	1.95	NIL	NIL
	Rajasthan Cylinders and Containers Ltd	7,09,400	9.23	NIL	NIL

Thanking you,

PUJA
BAJORIA
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by PUJA BAJORIA
Date: 2022.05.13
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PUJA BAJORIA

Place: Jaipur
Date: 13-05-2022

PUJA BAJORIA

404, NEMI SAGAR COLONY,
QUEENS ROAD, GATE NO. 13,
VAISHALI NAGAR, JAIPUR - 302021

23rd May, 2022

To,
The Securities and Exchange Board of India,
Corporate Finance Department,
Division of Corporate Restructuring,
SEBI Bhavan, Plot No. C-4A, G-Block,
Bandra Kurla Complex, Bandra (East)
Mumbai - 400 051

Dear Sir,

**Sub: Report under Regulation 10(7) of SEBI
(Substantial Acquisition of Shares and Takeovers) Regulations, 2011**

I herewith submit that I am a part of Promoter and Promoter Group of Beekay Niryat Limited.

I have purchased 10,58,475 Equity Shares of Beekay Niryat Ltd (the Target Company) from the following Sellers/Promoter and Promoter Group Shareholders;

- 1,99,075 Equity Shares from Mr. Avinash Bajoria (the Seller 1)
- 1,50,000 Equity Shares from Mrs. Preetanjali Bajoria (the Seller 2)
- 7,09,400 Equity Shares from Rajasthan Cylinders And Containers Ltd (the Seller 3)

In this regard, I herewith submit the report under Regulation 10 (7) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Further please find enclosed with this letter a Demand Draft of Rs. 1,50,000/- towards non-refundable Fee, the details of the same are provided herein below;

Demand Draft No.	003065
Demand Draft Date	20-05-2022
Value	1,50,000 (One Lac Fifty Thousand Only)
In favour of	Securities & Exchange Board of India

Kindly take the above in your record and oblige.

PUJA BAJORIA

PUJA BAJORIA

ACQUIRER

Encl. As Above

Place : Jaipur

Date : 23-05-2022

Report under Regulation 10(7) to SEBI in respect of any acquisition made in reliance upon exemption provided for in regulation 10(1)(a)(ii) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

1	General Details	
	a. Name, address, telephone no., e-mail of acquirer(s) {In case there are multiple acquirers, provide full contact details of any one acquirer (the correspondent acquirer) with whom SEBI shall correspond.}	PUJA BAJORIA T: 141-4006454/5/6 E:accounts@abil.co.in
	b. Whether sender is the acquirer (Y/N)	Yes
	c. If not, whether the sender is duly authorized by the acquirer to act on his behalf in this regard (enclose copy of such authorization)	Not Applicable
	d. Name, address, Tel no. and e-mail of sender, if sender is not the acquirer	Not Applicable
2	Compliance of Regulation 10(7)	
	a. Date of Report	23-05-2022
	b. Whether report has been submitted to SEBI within 21 working days from the date of the acquisition	YES
	c. Whether the report is accompanied with fees as required under Regulation 10(7)	YES
3	Compliance of Regulation 10(5)	
	a. Whether the report has been filed with the Stock Exchanges where the shares of the Company are listed at least 4 working days before the date of the proposed acquisition.	YES
	b. Date of Report	06-05-2022
4	Compliance of Regulation 10(6)	
	a. Whether the report has been filed with the Stock Exchanges where the shares of the Company are listed within 4 working days of the acquisition.	YES
	b. Date of Report	13-05-2022
5	Details of the Target Company	
	a. Name & address of TC	M/s. BEEKAY NIRYAT LIMITED 111, Signature Tower, DC-2 Lal Kothi Scheme, Tonk Road, Jaipur - 302015
	b. Name of the Stock Exchange(s) where the shares of the TC are listed	BSE LIMITED

6 Details of the acquisition					
a.	Date of acquisition	13-05-2022			
b.	Acquisition price per share (in Rs.)	Rs. 2.00/-			
c.	Regulation which would have been triggered, had the report not been filed under Regulation 10(7). (whether Regulation 3(1), 3(2), 4 or 5)	Reg 3(2)			
d.	Shareholding of acquirer(s) and PAC individually in TC (in terms of no. & as a percentage of the total share/voting capital of the TC)(*)	Before the acquisition		After the acquisition	
		No. of Shares	% w.r.t total share capital of TC	No. of Shares	% w.r.t total share capital of TC
Name(s) of the acquirer(s) (**)					
i.	Puja Bajoria	4,47,992	5.83	15,06,467	19.60
ii.	Ashutosh Bajoria	11,03,920	14.37	11,03,920	14.37
iii.	Sree Gopal Bajoria	2,31,687	3.02	2,31,687	3.02
iv.	Rigmadirappa Investment Pvt Ltd	27,97,350	36.40	27,97,350	36.40
Total		45,80,949	59.62	56,39,424	73.39
e.	Shareholding of seller/s in TC (in terms of no. & as a percentage of the total share/voting capital of the TC)(*)	Before the acquisition		After the acquisition	
		No. of Shares	% w.r.t total share capital of TC	No. of Shares	% w.r.t total share capital of TC
Name(s) of the seller(s) (**)					
i.	Avinash Bajoria	1,99,075	2.59	NIL	NIL
ii.	Preetanjali Bajoria	1,50,000	1.95	NIL	NIL
iii.	Rajasthan Cylinders and Containers Ltd	7,09,400	9.23	NIL	NIL
Total		10,58,475	13.77	NIL	NIL
7 Information specific to the exemption category to which the instant acquisition belongs - Regulation 10(1)(a)(ii)					
a.	Provide the names of the seller(s)	a. Avinash Bajoria b. Preetanjali Bajoria c. Rajasthan Cylinders and Containers Ltd			
b.	Specify the relationship between the acquirer(s) and the seller(s).	Promoter and Promoter Group of the Target Company			
c.	Shareholding of the acquirer and the seller/s in the TC during the three years prior to the proposed acquisition	Year-1 as on 31.03.20	Year-2 as on 31.03.21	Year-3 as on 31.03.22	
		Acquirer(s) (*)			
i.	Puja Bajoria	3,09,770	3,09,770	4,47,992	
ii.	Ashutosh Bajoria	6,11,722	6,11,722	11,03,920	
iii.	Sree Gopal Bajoria	2,94,442	2,94,442	2,31,687	
iv.	Rigmadirappa Investment Pvt Ltd (Note entity no. (v)(vi) &(vii) has amalgamated with entity no. (iv) w.e.f., 11 th April, 2022) (The intimation under Reg 10(6) and report under 10(7) for the same has been submitted to the Stock Exchange and SEBI on 11.04.2022 and 25.04.2022 respectively)	16,55,000	16,55,000	16,55,000	

v	Cairo Niryat (P) Ltd	7,56,350	7,56,350	7,56,350								
vi	Rameshwar Properties (P) Ltd	2,92,000	2,92,000	2,92,000								
vii	Swayambhu Construction Pvt Ltd	94,000	94,000	94,000								
	Total	40,13,248	40,13,248	45,80,949								
	Sellers(s) (*)											
i	Avinash Bajoria	5,83,079	5,83,079	1,99,075								
ii	Preetanjali Bajoria	1,50,000	1,50,000	1,50,000								
iii	Rajasthan Cylinders and Containers Ltd	7,09,400	7,09,400	7,09,400								
	Total	14,42,479	14,42,479	10,58,475								
d.	Confirm that the acquirer(s) and the seller/s have been named promoters in the shareholding pattern filed by the target company in terms of the listing agreement or the Takeover Regulations. Provide copies of such filings under the listing agreement or the Takeover Regulations.	Yes Please find enclosed the Shareholding Pattern of the Target Company for the Quarter ended 31.03.2020, 31.03.2021 & 31.03.2022 - Annexure I										
e.	If shares of the TC are frequently traded, volume-weighted average market price (VWAP) of such shares for a period of sixty trading days preceding the date of issuance of notice regarding the proposed acquisition to the stock exchanges where the TC is listed.	Yes VWAP: Rs. 10.86/-										
f.	If shares of the TC are infrequently traded, the price of such shares as determined in terms of clause (e) of sub-regulation (2) of regulation 8.	Not Applicable										
g.	Confirm whether the acquisition price per share is not higher by more than twenty-five percent of the price as calculated in (e) or (f) above as applicable	I herewith confirm that the acquisition price per share is not higher by more than twenty-five percent of the price as calculated in (e) or (f) above as applicable.										
h.	Date of issuance of notice regarding the proposed acquisition to the stock exchanges where the TC is listed	06-05-2022										
i.	1) Whether the acquirers as well as sellers have complied (during 3 years prior to the date of acquisition) with the provisions of Chapter V of the Takeover Regulations (corresponding provisions of the repealed Takeover Regulations 1997) (Y/N). 2) If yes, specify applicable regulation(s) as well as date on which the requisite disclosures were made and furnish copies of the same.	1. Yes the Acquirers and the sellers have complied with the disclosures under the provisions of the Chapter V of Takeover Regulations 2. Details of Regulations and dates of Compliances: Regulations 30(1) & 30(2):										
		<table border="1"> <thead> <tr> <th>Particulars</th> <th>Date of Intimation</th> </tr> </thead> <tbody> <tr> <td>For FY ended 31.03.2022</td> <td>06.04.2022</td> </tr> <tr> <td>For FY ended 31.03.2021</td> <td>07.04.2021</td> </tr> <tr> <td>For FY ended 31.03.2020</td> <td>15.04.2020</td> </tr> </tbody> </table>			Particulars	Date of Intimation	For FY ended 31.03.2022	06.04.2022	For FY ended 31.03.2021	07.04.2021	For FY ended 31.03.2020	15.04.2020
Particulars	Date of Intimation											
For FY ended 31.03.2022	06.04.2022											
For FY ended 31.03.2021	07.04.2021											
For FY ended 31.03.2020	15.04.2020											

Regulations 31(4):

Particulars	Date of Intimation
For FY ended 31.03.2022	05.05.2022
For FY ended 31.03.2021	05.05.2022
For FY ended 31.03.2020	05.05.2022

Regulations 29(2):

Particulars	Date of Intimation
By Puja Bajoria for purchase of 10,54,475 equity shares on 13.05.2022	13.05.2022
By Avinash Bajoria for sale of 5,83,079 equity shares on 13.05.2022	13.05.2022
By Preetanjali Bajoria for sale of 1,50,000 equity shares on 13.05.2022	13.05.2022
By Rajasthan Cylinders and Containers Ltd for sale of 7,09,400 equity shares on 13.05.2022	13.05.2022
By Avinash Bajoria for sales of 3,84,004 Equity shares on 30.03.2022	06-05-2022
By Rigmadirappa Investments Private Limited for intimation of vesting of 11,42,350 shares upon amalgamation taking effect on 11.04.2022	11-04-2022
By Ashutosh Bajoria for purchase of 4,92,641 equity shares during	01-04-2022

PUJA BAJORIA

404, NEMI SAGAR COLONY,
QUEENS ROAD, GATE NO. 13,
VAISHALI NAGAR, JAIPUR - 302021

			<table border="1"><tr><td>period 22.03.2022 to 30.03.2022</td><td></td></tr><tr><td>By Puja Bajoria for purchase of 1,37,618 equity shares during period 01.03.2022 to 22.03.2022</td><td>24.03.2022</td></tr></table>	period 22.03.2022 to 30.03.2022		By Puja Bajoria for purchase of 1,37,618 equity shares during period 01.03.2022 to 22.03.2022	24.03.2022
period 22.03.2022 to 30.03.2022							
By Puja Bajoria for purchase of 1,37,618 equity shares during period 01.03.2022 to 22.03.2022	24.03.2022						
			Please find enclosed the above disclosures as Annexure II				
	j.	Declaration by the acquirer that all the conditions specified under regulation 10(1)(a)(ii) with respect to exemptions has been duly complied with.	I herewith declare that all the conditions as specified under regulations 10(1)(a)(ii) with respect to the exemptions has been duly complied with.				

I hereby declare that the information provided in the instant report is true and nothing has been concealed there from.

PB Puja Bajoria

PUJA BAJORIA
ACQUIRER

Encl. As Above

Place : Jaipur
Date : 23-05-2022

PUJA BAJORIA

**404, NEMI SAGAR COLONY,
QUEENS ROAD, GATE NO. 13,
VAISHALI NAGAR, JAIPUR - 302021**

13th May 2022

To,
The Deputy Manager
Department of Corporate Services
BSE Limited
P. J. Towers, Dalal Street, Fort
Mumbai – 400 001

The Board of Directors
M/s. BEEKAY NIRYAT LIMITED
111, Signature Tower, DC-2 Lal Kothi Scheme,
Tonk Road,
Jaipur - 302015

Dear Sir,

Sub: Disclosure under Reg 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Please find enclosed the disclosure made under Reg 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 for the Purchase of shares undertaken on 13th May 2022.

Request you to kindly take the same on record and obliged.

PUJA
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by PUJA BAJORIA
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ACQUIRER

Encl. As Above

Place: Jaipur
Date: 13-05-2022

**Disclosures under Regulation 29(2) of
SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011**

1	Name of the Target Company	BEEKAY NIRYAT LIMITED		
2	Name(s) of the acquirer and Persons Acting in Concert (PAC) with the acquirer	Puja Bajoria		
3	Whether the acquirer belongs to Promoter/Promoter group	YES		
4	Name(s) of the Stock Exchange(s) where the shares of Target Company are Listed	BSE Limited		
5	Details of the acquisition /Disposal as follows	Number	% w.r.t total share/voting capital wherever applicable	% w.r.t total diluted share/voting capital of the Target Company
Before the acquisition under consideration, holding of:				
	a) Shares carrying voting rights	4,47,992	5.83	5.83
	b) Shares in the nature of encumbrance (pledge/ lien/ non-disposal undertaking/ others)	NIL	NIL	NIL
	c) Voting rights (VR) otherwise than by shares	NIL	NIL	NIL
	d) Warrants/convertible securities / any other instrument that entitles the acquirer to receive shares carrying voting rights in the T C (specify holding in each category)	NIL	NIL	NIL
	e) Total (a+b+c+d)	4,47,992	5.83	5.83
Details of acquisition / sale				
	a) Shares carrying voting rights acquired / sold	10,58,475	13.77	13.77
	b) VRs acquired / sold otherwise than by shares	NIL	NIL	NIL
	c) Warrants/convertible securities / any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) acquired / sold	NIL	NIL	NIL
	d) Shares encumbered / invoked / released by the acquirer	NIL	NIL	NIL
	e) Total (a+b+c+d)	10,58,475	13.77	13.77

PUJA BAJORIA

**404, NEMI SAGAR COLONY,
QUEENS ROAD, GATE NO. 13,
VAISHALI NAGAR, JAIPUR - 302021**

After the acquisition, holding of acquirer along with PACs of:			
a) Shares carrying voting rights	15,06,467	19.60	19.60
b) Shares encumbered with the acquirer	NIL	NIL	NIL
c) VRs otherwise than by equity shares	NIL	NIL	NIL
d) Warrants/convertible securities / any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) after acquisition	NIL	NIL	NIL
e) Total (a+b+c+d)	15,06,467	19.60	19.60
Mode of acquisition / sale (e.g. open market / off-market / public issue / rights issue / preferential allotment / inter-se transfer etc).	Inter-se transfer between Promoters		
Date of acquisition-/ sale of shares / VR or date of receipt of intimation of allotment of shares, whichever is applicable	13 th May 2022		
Equity share capital / total voting capital of the TC before the said acquisition / sale	Rs. 7,68,42,370/- Comprising of 76,84,237 Equity Shares		
Equity share capital/ total voting capital of the TC after the said acquisition /sale	Rs. 7,68,42,370/- Comprising of 76,84,237 Equity Shares		
Total diluted share/voting capital of the TC after the said acquisition	Rs. 7,68,42,370/- Comprising of 76,84,237 Equity Shares		

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by PUJA BAJORIA
Date: 2022.05.13
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PUJA BAJORIA

Place : Jaipur

Date : 13-05-2022

RIGMADIRAPPA INVESTMENTS PRIVATE LIMITED

9, HUNGER FORD STREET KOLKATA WB 700017
CIN: U61120WB1997PTC082951 ; Email Id: rigma1997@gmail.com

11th April, 2022

To,
The Deputy Manager
Department of Corporate Services
BSE Limited
P. J. Towers, Dalal Street, Fort
Mumbai - 400 001

The Board of Directors
M/s. BEEKAY NIRYAT LIMITED
111, Signature Tower, DC-2 Lal Kothi Scheme,
Tonk Road,
Jaipur - 302015

Dear Sir,

Sub: Disclosure under Reg 10(6) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

We herewith submit the disclosure under Regulation 10 (6) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 disclosing the details of shares vested to Rigmadirappa Investments Private Limited vide Amalgamation Order dated 24th March, 2022 issued by Hon'ble National Company Law Tribunal, Kolkata Bench, coming in to effect on 11th April, 2022.

FOR RIGMADIRAPPA INVESTMENTS PRIVATE LIMITED

For Rigmadirappa Investment PVT. LTD.



Director

ASHUTOSH BAJORIA
DIN: 01399944
DIRECTOR

Encl. As Above

RIGMADIRAPPA INVESTMENTS PRIVATE LIMITED

9, HUNGER FORD STREET KOLKATA WB 700017
CIN: U61120WB1997PTC082951 ; Email Id: rigma1997@gmail.com

REPORT TO STOCK EXCHANGES IN RESPECT OF ANY ACQUISITION MADE IN RELIANCE UPON EXEMPTION PROVIDED FOR IN REGULATION 10 OF SEBI (SUBSTANTIAL ACQUISITION OF SHARES AND TAKEOVERS) REGULATIONS, 2011

1.	Name of the Target Company (TC)	BEEKAY NIRYAT LIMITED
2.	Name of the acquirer(s)	RIGMADIRAPPA INVESTMENTS PRIVATE LIMITED
3.	Name of the stock exchange where shares of the TC are listed	BSE LIMITED
4.	Details of the transaction including rationale, if any, for the transfer/ acquisition of shares.	<p>The shares as held by Cairo Niryat Private Limited, Rameshwar Properties Private Limited & Swayambhu Construction Private Limited got vested to Rigmadirappa Investments Private Limited vide Amalgamation Order dated 24th March, 2022 issued by Hon'ble National Company Law Tribunal, Kolkata Bench, coming in to effect on 11th April, 2022.</p> <p>The Details of Amalgamation is mentioned herein below;</p> <p>Cairo Niryat Private Limited ("Transferor Company No 1"), Mayavati Trading Private Limited ("Transferor Company No 2"), Swyambhu Constructions Private Limited ("Transferor Company No 3"), Heaven Marketing Private Limited ("Transferor Company No 4"), Anshu Venture Private Limited ("Transferor Company No 5"), Rameshwar Properties Private Limited ("Transferor Company No 6") and Mangalkamna Agency Private Limited ("Transferor Company No 7") amalgamated with Rigmadirappa Investments Private Limited ("Transferee Company") vide Amalgamation Order dated 24th March, 2022 issued by Hon'ble National Company Law Tribunal, Kolkata Bench.</p> <p>The Effective date of the Order is 11th April, 2022</p>
5.	Relevant regulation under which the acquirer is exempted from making open offer.	Regulation 10 (1)(d)(iii)
6.	Whether disclosure of proposed acquisition was required to be made under regulation 10 (5) and if so, <ul style="list-style-type: none">➤ whether disclosure was made and whether it was made within the timeline specified under the regulations.➤ date of filing with the stock exchange.	Not Applicable

For Rigmadirappa Investments PVT. LTD.

[Handwritten Signature]

Director

RIGMADIRAPPA INVESTMENTS PRIVATE LIMITED

9, HUNGER FORD STREET KOLKATA WB 700017

CIN: U61120WB1997PTC082951 ; Email Id: rigma1997@gmail.com

7.	Details of Acquisition	Disclosures required to be made under regulation 10(5)	Whether the disclosures under regulation 10(5) are actually made
a.	Name of the transferor / seller	Not Applicable	Not Applicable
b.	Date of acquisition	Not Applicable	Not Applicable
c.	Number of shares/ voting rights in respect of the acquisitions from each person mentioned in 7(a) above	Not Applicable	Not Applicable
d.	Total shares proposed to be acquired / actually acquired as a % of diluted share capital of TC	Not Applicable	Not Applicable
e.	Price at which shares are proposed to be acquired / actually acquired	Not Applicable	Not Applicable

8.	Shareholding details	Pre-Transaction		Post-Transaction	
		No. of shares held	% w.r.t total share capital of TC	No. of shares held	% w.r.t total share capital of TC
a. Acquirer/Transferee:					
	Rigmadirappa Investments Private Limited	16,55,000	21.54	27,97,350	36.40
b. Seller/Transferor:					
	i. Cairo Niryat Private Limited ("Transferor Company No 1")	7,56,350	9.84	NIL	NIL
	ii. Swayambhu Construction Private Limited ("Transferor Company No 2")	94,000	1.22	NIL	NIL
	iii. Rameshwar Properties Private Limited ("Transferor Company No 6")	2,92,000	3.80	NIL	NIL

Thanking you,

FOR RIGMADIRAPPA INVESTMENTS PRIVATE LIMITED

For Rigmadirappa Investment PVT. LTD.

Ashutosh Bajoria

Director

ASHUTOSH BAJORIA
DIN: 01399944
DIRECTOR

Date : 11.04.2022
Place : Kolkata

Form No. CAA.7

[Pursuant to section 232 and rule 20]

IN THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH

CP (CAA) No.631/KB/2020

Connected with

C.A.(CAA) No. 113/KB/2020

In the matter of the Companies Act, 2013-section 230(6) read with section 232(3)

And

In the matter of:

Cairo Niryat Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U51109WB1994PTC064242 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal

And

Mayavati Trading Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U51109WB1996PTC080191 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal

And

Swyambhu Constructions Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U07010WB1984PTC037805 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal

COMPARED

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And

Heaven Marketing Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U51909WB1996PTC077123 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal.

And

Anshu Venture Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U52300WB2009PTC231980 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal

And

Rameshwar Properties Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U74900WB1953PTC020939 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal

And

Mangalkamna Agency Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U51101WB2010PTC146025 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal.

.....Transferor Companies

-And-

Rigmadirappa Investments Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U61120WB1997PTC082951 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal.

.....Transferee Company

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Sohit Das

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In the matter of:

1. Cairo Niryat Private Limited (Transferor Company No.1)
2. Mayavati Trading Private Limited (Transferor Company No.2)
3. Swyambhu Constructions Private Limited (Transferor Company No.3)
4. Heaven Marketing Private Limited (Transferor Company No.4)
5. Anshu Venture Private Limited (Transferor Company No.5)
6. Rameshwar Properties Private Limited (Transferor Company No.6)
7. Mangalkamna Agency Private Limited (Transferor Company No.7)
8. Rigmadirappa Investments Private Limited (Transferee Company)

..... Petitioner(s)

Order Under Sections 230 and 232 of the Companies Act, 2013

The above Company Petition coming on for further hearing on the 14th March, 2022 and upon hearing the advocate appearing for the Petitioners and upon hearing Deputy Director of Regional Directorate, Eastern Region representing the Central Government the final order was passed on the 24th March, 2022.

The instant petition has been filed under Section 230 read with Section 232 of the Companies Act, 2013 ("Act") for sanction of the Scheme of Amalgamation of **Cairo Niryat Private Limited**, being the Petitioner No.1 abovenamed ("Transferor Company No.1" or "Petitioner No.1"), **Mayavati Trading Private Limited**, being the Petitioner No.2 abovenamed ("Transferor

COMPARED



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Company No 2" or "Petitioner No.2"), **Swyambhu Constructions Private Limited**, being the Petitioner No.3 abovenamed ("Transferor Company No 3" or "Petitioner No.3"), **Heaven Marketing Private Limited**, being the Petitioner No.4 abovenamed ("Transferor Company No 4" or "Petitioner No.4"), **Anshu Venture Private Limited**, being the Petitioner No.5 abovenamed ("Transferor Company No 5" or "Petitioner No.5"), **Rameshwar Properties Private Limited**, being the Petitioner No.6 abovenamed ("Transferor Company No 6" or "Petitioner No.6"), **Mangalkamna Agency Private Limited**, being the Petitioner No.7 abovenamed ("Transferor Company No 7" or "Petitioner No. 7") with **Rigmadirappa Investments Private Limited** being the Petitioner No.8 abovenamed ("Transferee Company" or "Petitioner No.8") whereby and whereunder the Transferor Companies are proposed to be amalgamated with the Transferee Company from the Appointed Date, fixed as 1st April, 2019 in the manner and on the terms and conditions stated in the said Scheme of Amalgamation ("Scheme").

(2) The Petition has now come up for final hearing. Counsel for the Petitioners submits as follows:-

(a) The Scheme was approved unanimously by the respective Board of Directors of the Petitioner Nos. 1 and 2 at their meetings held on 23rd November 2019.

(a) The circumstances which justify the amalgamation of the Transferor Companies with the Transferee Company and/or have necessitated the Scheme and the benefits of the same are, inter alia, as follows:-

- i. To form a specific group structure and provide for overall business efficiency to combine their managerial and financial base and to promote and secure the overall interest growth and economics of all the companies.
- ii. The amalgamated company would have stronger fundamentals that enhance its credit rating and resource raising ability in the financial market.

COMPARED

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- iii. The scheme will enable the establishment of a larger company with larger resources and a larger capital base facilitating further expansion and development of business of all companies.
- iv. The said scheme will contribute to furthering and fulfilling the objectives of the company concerned and, in the growth, and development of these businesses.
- v. The said scheme will strengthen and consolidate the position of the amalgamated company and will enable the amalgamated company to increase its profitability in a competitive market.
- vi. The said scheme will enable the companies concerned to diversify and expand their activities without restricting their existing activities;
- vii. The said scheme will have beneficial results for the applicant companies concerned their shareholder's employees and all concerned.
- (b) The Statutory Auditors of the Petitioner Companies have by their certificates dated 10th December 2019 confirmed that the accounting treatment in the Scheme conforms with the accounting standards prescribed under Section 133 of the Companies Act, 2013.
- (c) No proceedings are pending under Sections 210 to 227 of the Companies Act, 2013 against the Petitioner(s).
- (d) The exchange ratio of shares in consideration of the Amalgamation has been fixed on a fair and reasonable basis and based on the Report thereon of CA Shashi Agarwal, bearing IBBI Registration No. IBBI/RV/06/2019/11433, Registered Valuer.

(a) The shares of the Petitioner Companies are not listed on any stock exchanges.

(b) By an order dated 31st January 2020 in Company Application (CAA) No. 113/KB/2020, this Tribunal made the following

COMPARED

Lowit Singh



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directions about the meeting(s) of creditors under Section 230(1) [read with Section 232(1) of the Act]: -

- (c) Meetings dispensed: Meetings of the Equity Shareholders, secured creditors, and unsecured creditors of the Petitioner Companies 1 to 8 for considering the Scheme were dispensed within view of all such shareholders and over 100% in value of such creditors having respectively given their consent to the Scheme by way of affidavits.
- (d) Consequently, the Petitioner(s) presented the instant petition for sanction of the Scheme. By an order dated 3rd March 2020 the instant petition was admitted by this Tribunal and fixed for hearing on 27th April 2020 upon issuance of notices to the Statutory / Sectoral Authorities and advertisement of date of hearing. In compliance with the said order dated 3rd March 2020, the Petitioner(s) has duly served such notices on the Official Liquidator, Ministry of Corporate Affairs, on 03.09.2020, The Registrar of Companies (West Bengal) on 03.09.2020, The Regional Director (Eastern Region) on 03.09.2020, Income-Tax officer of the Transferor Company and the Transferee Company on 03.09.2020, The Secretary, The Competition Commission of India on 03.09.2020 and Reserve Bank of India on 03.09.2020. The Petitioner(s) have also published such advertisements once each in the Bengali Newspaper i.e., "Aajkaal" and in English Newspaper i.e., "The Business Standard" on 23.01.2021.
- (e) All statutory formalities requisite for obtaining the sanction of the Scheme have been duly complied with by the Petitioners. The Scheme has been made bona fide and is in the interest of all concerned.
3. Under the said advertisements and notices the Regional Director, Ministry of Corporate Affairs, Kolkata ("RD"), and the Official Liquidator, High Court, Calcutta ("OL") have filed their representations before this Tribunal.
4. The Official Liquidator has filed his report dated 28th January 2021 and concluded as under: -

COMPARED

Lobhit Das



That the Official Liquidator based on information submitted by the Petitioner Companies is of the view that the affairs of the aforesaid Transferor Company do not appear to have been conducted in a manner prejudicial to the interest of its members or to the public interest as per the provisions of the Companies Act, 1956/ the Companies Act, 2013 whichever is applicable.

5. That given the submission made above the following orders as deemed fit and proper in the facts and circumstance of the case."
6. The Regional Director has filed his reply affidavit dated 28th January 2021 ("RD affidavit") which has been dealt with by the Petitioners by their Rejoinder affidavit dated 14th March 2022 ("Rejoinder"). The observations of the RD and responses of the Petitioners are summarized as under: -

Paragraph No. 2 (b) of RD Affidavit:

All the Transferor Companies should be directed to file their Financial Statements in Form AOC-4 and Annual Return in Form MGT-7 in terms of compliances with the provision of section 137 and section 92 respectively of the Companies Act, 2013 in respect of the Financial Year ended 31.03.2020 before merger take place since once merged such Transferor Companies shall not be able to file their statutory returns as the status of the said transferor companies will no longer be "Active".

Paragraph No. 3 of Rejoinder:

About point 2(b) of the said affidavit, we would like to state that the transferor companies and transferee company have filed their financial statements in Form AOC-4 and Annual Return in Form MGT-7 in terms of the compliances with the provisions of section 137 and section 92, respectively of the Companies Act, 2013, in respect of the Financial Year ended 31st March 2021.

Paragraph No. 2 (c) of RD Affidavit:

In reply to this office query, the petitioner Companies submitted that the Petitioner Companies are carrying NBFC Activities,

COMPARED

Soumit Day



however, no "No Objection" from the RBI has been provided in the matter.

Paragraph No. 4 of Rejoinder:

About point 2(c) of the said affidavit, we would like to state that the transferee company has already applied to the Reserve Bank of India for its NOC on 17th February 2020, and NOC is still awaited even after almost 2 years.

Paragraph No.2(d), 2(e) and 2(f) of RD Affidavit:

2(d) In the Auditors' Report for 2018-19 of the Transferor Company, Cairo Niryat Pvt Ltd-it was reported that -"In terms of its assets and income pattern as on 31st Marc 2019 the Company is required to be registered as Non-Banking Financial Company under section 45-IA of the Reserve Bank of India Act 1934. The Company is taking reasonable steps to comply with the requirements". If the said compliances have not been still made by the company, given the Auditors' clear observation that the company needs to be registered under section 45-IA of the Reserve Bank of India Act 1934, Reserve Bank of India's opinion shall be of important relevance, on the proposed merger of the company with Rigmadirappa Investments Pvt Ltd without compliance with the requirements of the Reserve Bank of India Act, 1934

- 2(e) *The financial statements of the transferor company, Swyambhu Constructions Pvt Ltd for 2018-19 show that out of its total assets Rs 73,95,462/- as on 31.3.2019, Loans are given was Rs 42,50,332/- and non-current investment was Rs 10,86,305/-, Total income was Rs 39,90,544/- mainly comprising profit on the sale of shares Rs 32,37,600 and income by way of interest on loans and advances Rs 2,05,096. Hence in terms of its assets and income pattern as of 31st March 2019, the Company is required to be registered as a Non-Banking Financial Company under section 45-IA of the Reserve Bank of India Act 1934. The company may be put to a strict pool regarding whether it has obtained necessary registration under section 45-1.4 of the Reserve Bank of India Act 1934. If such registration has not been obtained, the views of the Reserve Bank of India shall be of important relevance in the matter*

COMPARED

Subit Day



2(f) *In the Auditors' Report for 2018-19 of the Transferor company, Rameshwar Properties Pvt Ltd it was reported that -"In terms of its assets and income pattern as on 31st March 2019 the Company is required to be registered as Non-Banking Financial Company under section 45-1A of the Reserve Bank of India Act 1934. The Company is taking reasonable steps to comply with the requirements". If the said compliances have not been still made by the company, given the Auditors' clear observation that the company needs to be registered under section 45-1A of the Reserve Bank of India Act 1934, Reserve Bank of India's opinion shall be of important relevance, on the proposed merger of the company with Rigmadirappa Investments Pvt Ltd without compliance with the requirements of the Reserve Bank of India Act 1934.*

Paragraph No. 5 of Rejoinder:

About points 2(d), 2(e), and 2(f) of the said affidavits, we would like to state that the respective transferor companies are getting merged with an NBFC Company i.e., Rigmadirappa Investments Private Limited which is the Transferee Company and hence their financials to be merged into an NBFC.

Paragraph No. 2(i) of RD Affidavit:

That the Transferee Company should be directed to pay applicable stamp duty on the transfer of the immovable properties, if any, from the Transferor Company to it.

Paragraph No. 6 of Rejoinder:

About point 2(g) of the said affidavit, the transferee company undertakes to pay applicable stamp duty on the transfer of immovable property, if any.

Paragraph No. 2(e) of RD Affidavit:

In compliance with Accounting Standard-14 or IND-AS 103, as may be applicable, the Transferee Company shall pass such accounting entries which are necessary for connection with the scheme to comply with other applicable Accounting Standards such as AS-5 or INDAS-8, etc.

COMPARED

Rajiv Singh



Paragraph No. 7 of Rejoinder:

Regarding point 2(h) of the said affidavit, the transferee company undertakes to pass such accounting entries necessary in connection to the scheme to comply with all the applicable accounting standards.

Paragraph No. 2(i) of RD Affidavit:

The Hon'ble Tribunal may kindly direct the Petitioners to file an affidavit to the extent that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy or no change is made.

Paragraph No. 8 of Rejoinder:

About point 2(i) of the said affidavit, we affirm that the scheme enclosed in the Company Application and Company Petition are one and same and there is no discrepancy or no changes are made

7. Heard submissions made by the Ld. Counsel appearing for the Petitioners and the Joint Director on behalf of the Regional Director. Upon perusing the records and documents in the instant proceedings and considering the submissions, we allow the petition and make the following orders: -

THIS TRIBUNAL DOTH ORDER

- (a) The Scheme of Amalgamation mentioned in paragraph 1 of the petition, being Annexure "A" hereto, be and is hereby sanctioned by this Tribunal with the appointed date fixed on 1st April, 2019 to be binding on **Cairo Niryat Private Limited**, being the Petitioner No.1 abovenamed ("Transferor Company No 1" or "Petitioner No.1"), **Mayavati Trading Private Limited**, being the Petitioner No.2 abovenamed ("Transferor Company No 2" or "Petitioner No.2"), **Swyambhu Constructions Private Limited**, being the Petitioner No.3 abovenamed ("Transferor Company No 3" or "Petitioner No.3"), **Heaven Marketing Private Limited**, being the Petitioner No.4 abovenamed ("Transferor Company No 4" or "Petitioner No.4"), **Anshu Venture Private Limited**, being the Petitioner No.5 abovenamed ("Transferor Company No 5" or "Petitioner No.5"), **Rameshwar Properties Private Limited**, being the Petitioner No.6 abovenamed ("Transferor Company No 6" or "Petitioner No.6").

COMPARED

Amal Singh



Mangalkamna Agency Private Limited, being the Petitioner No.7 abovenamed ("Transferor Company No. 7" or "Petitioner No. 7") with **Rigmadirappa Investments Private Limited** being the Petitioner No.8 abovenamed ("Transferee Company" or "Petitioner No.8"), their respective shareholders, creditors and all concerned;

- (b) All the property, rights and powers of the Transferor Companies, including those described in the Schedule of Assets herein, be transferred from the said Appointed Date, without further act or deed, to the Transferee Company and, accordingly, the same shall pursuant to Section 232(4) of the Companies Act, 2013, be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Companies therein but subject nevertheless to all charges now affecting the same, as provided in the Scheme;
- (c) All the debts, liabilities, duties, and obligations of the Transferor Companies be transferred from the said Appointed Date, without further act or deed to the Transferee Company and, accordingly, the same shall pursuant to Section 232(4) of the Companies Act, 2013, be transferred to and become the debts, liabilities, duties, and obligations of the Transferee Company;
- (d) The employees of the Transferor Companies shall be engaged by the Transferee Company, as provided in the Scheme;
- (e) All proceedings and/or suits and/or appeals now pending by or against the Transferor Companies be continued by or against the Transferee Company, as provided in the Scheme;
- (f) The Transferee Company do without further application issue and allot to the shareholders of the Transferor Companies, the shares in the Transferee Company to which they are entitled in terms of the Scheme;
- (g) Leave is granted to the Petitioner(s) to file the Schedule of Assets of the Transferor Company in the form as prescribed in the Schedule to Form No. CAA7 of the Companies (Compromises, Arrangements, and

COMPARED

Sohit Day



Amalgamations) Rules, 2016 within three weeks from the date of receiving a copy of this order:

- (h) The Transferor Companies and the Transferee Company shall each within thirty days of the date of the receipt of this order, cause a certified copy thereof to be delivered to the Registrar of Companies for registration and on such certified copies being so delivered, the Transferor Company shall be dissolved without winding up with effect from the date or last of the dates of filing of the certified copies of the order, as aforesaid (Effective Date) and the Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept by him about the Transferee Company and the files relating to the said companies shall be consolidated accordingly.
8. The Petitioner(s) shall supply a legible copy of the scheme and schedule of assets in an acceptable form to the registry and the registry will append the copy, upon verification to the certified copy of the order.
9. The C.P (CAA) No. 631/KB/2020 is disposed of accordingly.

Witness:

Sri Rajasekhar V.K., Hon'ble Member (Judicial) & Sri Balraj Joshi, Hon'ble Member (Technical) at Kolkata aforesaid on the 24th March, 2022.

Mr. Arani Guha, Advocate of petitioners.

Mr. Sanjay Sardar, Deputy Director for the office of Regional Director, Eastern Region, MCA.

COMPARED

Sanjay Sardar



Schedule of Assets

First Part-I

(As per Annexure)

Second Part-II

(As per Annexure)

Third Part-III

(As per Annexure)


Joint Registrar

National Company Law Tribunal

Kolkata Bench

Dated, the *25th* day of April, 2022.

COMPARED

Joint Secy



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT KOLKATA
SCHEME OF AMALGAMATION

Swayambhu Properties Private Limited
[Signature]
Director

Swayambhu Constructions Private Limited
[Signature]
Director

SWAYAMBHU INVESTMENTS PVT LTD
[Signature]
Director

Swayambhu Investments Private Limited
[Signature]
Director

SWAYAMBHU AGENCY PVT LTD
[Signature]
Director

Swayambhu Agency Private Limited
[Signature]
Director

Cairo Niryat Pvt. Ltd
[Signature]
Director

Swayambhu Marketing Pvt Ltd
[Signature]
Director

[Handwritten Signature]

In the matter of
The Companies Act, 2013 (The
Act)

And
In the matter of section 230 read with
section 232 of the said Act.

And
In the matter of
**Rigmadirappa Investments Private
Limited** (the Transferee Company) a
company incorporated under the
Companies Act, 1956 and having its
registered office at 9, Hungerford
Street, Kolkata-700017 within the
aforesaid jurisdiction.

And
In the matter of
Cairo Niryat Private Limited (the
Transferor Company) a
company incorporated under the
Companies Act, 1956 and having its
registered office at 9, Hungerford
Street, Kolkata-700017 within the
aforesaid jurisdiction.



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And

In the matter of:

Mayavati Trading Private Limited
(the Transferor Company No. 2) a
company incorporated under the
Companies Act, 1956 and having its
registered office at 9, Hungerford
Street, Kolkata-700017 within the
aforesaid jurisdiction

And

In the matter of:

**Swyambhu Constructions Private
Limited** (the Transferor Company
No.3), a company incorporated under
the Companies Act, 1956 and having
its registered office at 9, Hungerford
Street, Kolkata-700017 within the
aforesaid jurisdiction

And

In the matter of:

Heaven Marketing Private Limited
(the Transferor Company No.4) a
company incorporated under the
Companies Act, 1956 and having its
registered office at 9, Hungerford
Street, Kolkata-700017 within the
aforesaid jurisdiction

Smriti Ghosh



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And

In the matter of

Anshu Venture Private Limited (the Transferor Company No.5), a company incorporated under the Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata-700017 within the aforesaid jurisdiction

And

In the matter of

Rameshwar Properties Private Limited (the Transferor Company No.6), a company incorporated under the Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata-700017 within the aforesaid jurisdiction

And

In the matter of

Mangalkamna Agency Private Limited (the Transferor Company No.7), a company incorporated under the Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata-700017 within the aforesaid jurisdiction

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Applicants

And

In the matter of:

1. Rigmadirappa Investments Private Limited (the Transferee Company)
2. Cairo Niryat Private Limited (the Transferor Company No.1)
3. Mayavati Trading Private Limited (the Transferor Company No.2)
4. Swyambhu Constructions Private Limited (the Transferor Company No.3)
5. Heaven Marketing Private Limited (the Transferor Company No.4)
6. Anshu Venture Private Limited (the Transferor Company No.5)
7. Rameshwar Properties Private Limited (the Transferor Company No.6)
8. Mangalkama Agency Private Limited (the Transferor Company No.7)

Applicants

Devi Prasad

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A. DESCRIPTION OF THE COMPANIES

1. **RIGMADIRAPPA INVESTMENTS PRIVATE LIMITED** ("RIPL" or the "Transferee Company"), having Corporate Identity Number: U61120WB1997PTC082951 and PAN No. AA8CR4145D is a company incorporated on 18th February, 1997 under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata-700017.

2. RIPL has been incorporated with, inter-*alia*, the following main objects:

a) To carry on the investment business and to purchase, acquire, hold and dispose of or otherwise invest in shares, debentures, stocks, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on the business in India or elsewhere and debentures, bonds, stocks, obligations and securities issued or guaranteed by any government, local body, or authority, supreme, municipal, local or otherwise whether in India or elsewhere.

b) To carry on the business of investors, guarantors and to finance, lend, advance money or give loans to such person or firm or body corporate with the object of financing industrial enterprises with or without interest or security or any such terms as may be determined and to receive money on deposit or loan upon such terms and conditions that the Company may approve. Provided that the company shall not do any banking business as defined in the Banking Regulation Act, 1949.

c) To carry on the business as order suppliers, buyers, sellers, traders, manufacturers, indentors, brokers, agents, commission agents, assemblers, refiners, consultancy, rendering services, cultivators, miners, exporters, stockists, distributors, advisors, marketing mediators of & in all kinds of jute and jute products, laminators of jute, jute goods, jute bags, rubberised cloth, food grains, dairy products, soap, detergents, biscuits, surgical equipments, medical, pulses, leather & finished leather goods, leather garments, leather products, all related items in leather, electric & electronic components & goods, iron & steel, aluminum, mineral, ferrous & non-ferrous, metal, stainless steel, jute and jute products, textile, cotton, synthetic, fibre, silk, yarn, wool & woollen goods, handicrafts, & silk, artificial synthetics, readymade garments, design, materials, process, printers in all textiles, wood & wood products, timber, cosmetics, stationery, tools & hardware, plastic & plastic goods, sugar, tea, coffee, paper packaging, material, chemicals, cement, spices, grain, factory materials, house equipments, rubber & rubberized products, fertilizers, agriculture, fruit products, industrial products, computer, data, materials, software, paints, industrial & other gases, alcohol, liquor, edible & non-edible oil & fats, marine products, drugs, plant & machinery goods, engineering



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goods & equipments, office equipments, hospital equipments, railway accessories, medicine, sugar & sugarcane, lubricants, tyres & tubes, automobile parts, furniture & wood made items toys, building plans, consumer products, consumer durables, mica & mica products, dry flowers and plants, printing, gold jewellery, books, stationery, papers, transportation, installation work and all other kinds of goods & merchandise and articles of industrial, commercial, domestic consumption of all kinds in India, to carry on the business as trading, importers, exporters of all other kinds of commodities, goods, services and to act as import & export houses, advisors, consultants for imports & exports, indenting agents, sellers & purchasers of licences, resale orders, permits & quota entitlements.

3. **CAIRO NIRYAT PRIVATE LIMITED ("CNPL" or the "Transferor Company No.1")**, having Corporate Identity number U51109WB1994PTC064242 and PAN No. AACCC1260B is a company incorporated on 2nd August, 1994 under the provisions of Companies Act, 1956 and having its registered office at 5 Hungerford Street, Kolkata-700017.

4. CNPL has been incorporated, inter-alia, with the following main objects:

a) To carry on the business as buyers, sellers, traders, merchants, indentors, brokers, agents, commission agents, assemblers, refiners, cultivators, miners, packers, stockists, distributors, advisors, hire purchasers of & in all kinds of rubberised cloth, food grains, dairy products, soap, detergents, biscuits, surgical, diagnostic, medical, pulses, leather & finished leather goods, leather garments, leather products, all related items in leather, electric & electronic components & goods, iron & steel, aluminium, mineral, ferrous & non-ferrous metal, stainless steel, jute and jute products, textile, cotton, synthetic, fibre, silk, yarn, wool & woollen goods, handicrafts, & silk, artificial synthetics, readymade garments, design, materials, process, printers in all textiles, wood & wood products, timber, cosmetics, stationery, tools & hardware, plastic & plastic goods, sugar, tea, coffee, paper packaging, material, chemicals, cement, spices, grain, factory materials, house equipments, rubber & rubberised products, fertilisers, agriculture fruit products, industrial products, computer data materials, software, paints, industrial & other gases, alcohol, liquor, edible & non-edible oil & fats, marine products, drugs, plant & machinery goods, engineering goods & equipments, office equipments, hospital equipments, railway accessories, medicine, sugar & sugarcane, automobile parts, building construction & materials, fur & fur made items & toys, building plans, consumer products, consumer durables, dry flowers and plants, printing, transportation and all other kinds of goods & merchandise, commodities and articles of consumption of all kinds in India & elsewhere.



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- (i) To carry on business as distributors, agents, traders, merchants, contractors, brokers & otherwise deal in merchandise, and article of all kinds including clearing agent, freight contractors, forwarding agents, licensing agents, general brokers and to carry on any kind of commercial business.
- (ii) To carry on the business of and to acquire by purchase or otherwise may subscribe for tender, exchange, hold, sell, transfer hypothecate deal in disposing of any shares, bonds, stocks, obligations, securities debentures, debenture-stocks, properties, certificates issued or guaranteed to a company constituted & carrying on business in India or elsewhere, Government central or state commissioners, port trust, public bodies or other authorities, supreme, municipal, local or otherwise whether in India or elsewhere.

5. **MAYAVATI TRADING PRIVATE LIMITED ("MTPL" or the "Transferor Company No.2")**, having Corporate Identity number U51109WB1996PTC000191 and PAN No. AACCM5965B is a company incorporated on 25th June, 1996 under the provisions of Companies Act, 1956 and having its registered office at 2 Hungerford Street, Kolkata-700017.

6. MTPL has been incorporated, *inter-alia*, with the following objects:

- a) To carry on the business as buyers, sellers, suppliers, traders, indentors, brokers, agents, commission agents, carriers or any other capacity, ~~assemblers, packers, stockists, distributors, to take & give agency, lessor, hire purchaser and dealers, sole selling agents of petroleum & petroleum products, kerosene oil & other allied products and oils, all types of property, computer and its allied products, confectionery, agricultural products & cultivation, electronic items, gases, iron & steel, films, oils, packing materials, papers, breweries, chemicals, textiles, rubber, bulbs & batteries, cements, tobacco & cigarettes, engineering goods & items, explosive products, glasses, fitting materials, jewellery, carbon, mines, sugar, timber & woods, vehicles, refractoriness, tyres & tubes, medicines, & in all kinds of ferrous and non-ferrous metals, industrial and other wastes and by products, consumer goods, household goods, cosmetic goods, hardware stores, plant, machinery, spare parts & accessories, vessel & other earth moving equipment, commercial and man made fibers, cellulose, viscose, rayon yarn & fibers, synthetic fibers & yarns and such other fibers for fibrous materials, including polyester filament yarn textiles of all kinds, ready-made garments, wool, silk, hemp, flax, and other business substance, blankets and any products of cotton, yarn & woollen textiles, ray jute & jute products, cement, chemicals & plastic, building materials, precious stones, wires, cable, conductors, coil & coil products, inorganic salt, dies & die intermediaries, paints & varnishes, plastic & petroleum~~



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products, petrochemicals & pharmaceutical products, pesticides, fungicides, insecticides, food grains, Bhujia, Papad, Namkin, iron & steel, aluminium, stainless steel, engineering goods, electrical goods, data computer, electronic goods, toys and their components, plywood & plywood products, ceramic & allied products, processed minerals including granite, explosive & granitic glass & glass wares, refractoriness, surgical & scientific apparatus & their products, leather goods, sports goods, paper ink, computer stationery, printer goods, seafood, spices, vegetables, wines, liquors & other alcoholic and non-alcoholic or synthetic drinks, oil seeds, essential oils, and fat & oil derivatives, tobacco products, handicrafts, books and periodicals, sports accessories, and arms wares and decors, raw materials and products of Marine Fish, Frozen Shrimps, sea food, animals, birds, reptiles, insects, bones, skins, arts and sculptures, watch, clock, musical instruments, furniture & fixtures, vehicles, aircraft, water, fruits, flowers and all types of agriculture and horticultural products, and all kinds of food preparation and all kinds of eatables tinned or preserved or otherwise that are made by bakers, confectioners, dairymen, grocers, ice merchants, wine merchants, sweetmeat sellers and food suppliers and to refine and to prepare all kinds of food provisions either prepared, manufactured or in raw state, and substances merchandise goods, machineries, commodities, implements and articles in India or in any part of the world.

b) To carry on the business as traders, dealers, wholesalers, retailers, combbers, scourers, spinners, weavers, finishers, producers, dyers and manufacturers and processors of yarns and fabrics of wool, cotton, jute, silk, rayon, nylon, hemp and other natural, synthetic, and/or fibrous substances including polyesters, polyacrylonitrile, polyvinyl acetate, cushion, acrylic fibres, polypropelene, polymers, monomers, elastomers and resins of all types, grades and copolymer formulations and forms or as processed goods including poluthene, polystyrene, polyvinyl chloride, polymethyl methacrylatem, epoxy resins, alkyd resins, melamine poly carbonates, polyimides or any other or new substances being improvements upon or modification of or being derived from additions to petrochemicals or other products resulting from any processes and/or manufacturers of materials from the waste realized from the above mentioned products either on its own account or on commission and to carry on the business as drapers and dealers of furnishing fabrics in all its branches as customers, ready-made dress and mantle makes, silk mergers, makers and suppliers, closing, linente and trimmings of every kind furniers, drapers, haberdashers, milliners, hosiery glowers, face makers, rope makers, felt and tarpaulin makers, feather dressers, felt makers, dealers in and manufacturers of yarns, fabrics and materials of all kinds, varieties and substances, and also to carry on any business which the Board of Directors decided to do.



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also to deal in or process natural starch and other ancillaries and starch materials, dye-stuff, synthetic or chemical substances of all kinds and compounds and other substances, either basic, intermediates or otherwise as required for the above mentioned product or products.

- c) To carry on the business of importers and exporters of all commodities and services and to act as import and export houses, advisors, consultants, import and export, indenting agents, sellers and purchasers of licences, rebate orders, permits, quotas, entitlements and to enter into joint venture agreements.
- d) To acquire, sell, transfer, subscribe for, hold or otherwise deal in any shares, bonds, stocks, obligations issued or guaranteed by any Company or Companies constituted and carrying on business in India or elsewhere and debentures, stock-bonds, bonds, obligations and securities issued and guaranteed by any Government, public body or authority whether in India or elsewhere either out of its own funds or out of funds that it might borrow and to act as investors, guarantors, either with or without interest or security provided the Company shall not do any banking business as defined under the Banking Regulation act, 1949 but not to carry on any Chit Fund business.
- e) To carry on the business as spinners, weavers, manufacturers, balers and pressers of jute, jute cuttings, jute rejections, hemp, cotton, cotton textiles and any other fibrous (natural or chemical) materials and the cultivation thereof and the business of buyers, sellers and dealers of jute into jute cuttings, jute rejections, jute, hemp and any other fibrous material, oil seeds, and any other seeds and produce and of goods and merchandise made thereof and to transact all manufacturing or cutting and preparing process and mercantile business that may be necessary and expedient and to purchase and vend raw materials and manufactured articles, and to act as investors, underwriters, financiers, merchant bankers, portfolio management services, guarantors.
- f) To acquire by purchase, lease, exchange, hire or otherwise develop or operate land, buildings, any estate or interest in or hereditaments of any tenure or description including agricultural land, mines, farms quarries, gardens and any estate or interest therein, and any right over or connected with land and buildings so situated and construct, develop, or to turn the same to account as may seem expedient and in particular by preparing building sites, flats, houses, apartments, commercial complexes, by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining offices, rooms, flats, houses, restaurants, markets, shops, workshops, mills, factories, warehouses, cold storages, wharves, godowns, hotels, hostels, gardens, swimming ponds, playgrounds, buildings, works and conveniences of all kinds and selling, leasing, hiring or otherwise deal with or disposing of the same and to manage land, building and other properties, whether belonging to the company or not and to collect rents and income and to provide services.



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refreshments, attendance, light, waiting rooms, reading rooms, meeting rooms, electric and other conveniences commonly provided in flats, suits, residential and business units and to architects, consultants, designers, developers, builders, contractors, estate agents, merchants and dealers in building requisites and materials

* SWAYMBHU CONSTRUCTIONS PRIVATE LIMITED (SCPL) [Transferor Company No.3], having Corporate Identity number U07010WB1984PTC037805 and PAN No. AADCS5772R is a company incorporated on 6th August, 1984 under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata-700017.

- 8. SCPL has been incorporated, inter-alia, with the following main objects:
 - a) To engage in the business of and investors in real estate for the benefit of its members, customers and general public and in particular of purchase, sale and trading of land and/or buildings and owing, buying, selling, developing, letting, sub-letting, maintaining, allotting, transferring allotment, administering, exchanging, mortgaging, accepting mortgage, renting, leasing, sub-leasing, surrendering, accepting surrender, accepting lease, tenancy or sub-tenancy, constructing, reconstructing, repairing, maintaining, extending, altering, demolishing land, buildings, tenements, blocks, flats, apartments, offices, godowns, garages & building sites through its own agency or through contractors and purchasing, holding in stock or selling materials or trading in construction materials and building accessories, electrical sanitary, plumbing and other fixtures, fittings, equipments, plant, machinery, tools and appliances, including furniture, fixtures, household goods and decoration materials.
 - b) To act as builders, promoters and developers of lands, buildings, buildings sites, townships and other building complexes and to undertake and execute building complexes and in connection therewith to act as contractors for execution of land and building projects of all kinds and otherwise as contractors as execution, construction & completion of all sorts of projects and in connection therewith to act as engineers, architects, draughtsmen, interior decorators and generally to deal in immovable properties of all descriptions and tenures by purchase and sale or otherwise as may be necessary.
 - c) To purchase for investments or resale, land and house and other property of any tenure and any interest therein and to create, sell and to deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property or any interest therein or generally to deal in, traffic by way of sale, lease, exchange or otherwise with land and house property, whether real or personal, and to purchase or otherwise acquire and to sell

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exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of, assign and deal with property and rights of all kinds.

9) To undertake and execute maintenance contracts for multi-storied and other building and townships, and other complexes of and in connection therewith.

5. HEAVEN MARKETING PRIVATE LIMITED ("HMPL" or the "Transferor Company No.4"), having Corporate Identity Number U51909WB1996PTC022111 and PAN No. AAACH6831M is a company incorporated on 7th February, 1996 under the provisions of Companies Act, 1956 and having its registered office at Hungerford Street, Kolkata-700017.

10. HMPL has been incorporated, inter-alia, with the following objects:

- a) To carry on the business as buyers, sellers, traders, merchants, indentors, brokers, agents, commission agents, assemblers, refiners, cultivators, miners, packers, stockists, distributors, purchasers, hire purchasers, share broker and sub broker, producer, marketing mediators, of & all kinds of rubberised cloth, food grains, dairy products, soap, detergents, biscuits, surgical equipments, medical, pulses, leather & finished leather goods, leather garments, leather products, all related items in leather, electric & electronic components & goods, iron & steel, aluminum, mineral, ferrous & non-ferrous, metal, stainless steel, jute and jute products, textile, cotton, synthetic, fibre, silk, yarn, wool & woolen goods, handicrafts, & silk, artificial synthetics, readymade garments, design, materials, process, printers in all textiles, wood & wood products, timber, cosmetics, stationery, tools & hardware, plastic & plastic goods, sugar, tea, coffee, paper packaging, material, chemicals, cement, spices, grain, factory materials, house equipments, rubber & rubberised products, fertilizers, agriculture fruit products, industrial products, computer data materials, software, paints, industrial & other gases, alcohol, liquor, edible & non-edible oil & fats, marine products, drugs, plant & machinery goods, engineering goods & equipments, office equipments, hospital equipments, railway accessories, medicine, sugar & sugarcane, automobile parts, share & securities, furniture & wood made items, toys, building plans, consumer products, consumer durables, dry flowers and plants, printing, transportation & all other kinds of goods and merchandise, commodities & articles of consumption of all kinds in India.
- b) To carry on business as distributors, agents, traders, merchants, contractors, brokers and otherwise deal in merchandise and article of all kinds including clearing agent, freight contractors, forwarding agents, licencing agents, general brokers and to carry on any kind of commercial business.
- c) To carry on business of rendering consultancy and advisory services in respect of foreign exchange, international financial services, and all related



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aspects thereof, to act as financial intermediaries to organise and provide syndicated financial engagements whether in domestic or in international markets and whether by way of loans & guarantees or credit in export and acceptances, co-acceptance and discounting of international bills, to act as representative in India for any persons, association, bank, financial institutions or a Company established in India or abroad, to arrange placement of funds by Indians or non-resident Indians in connection with any public or private issue of securities in India and to undertake business of rendering advisory services, data processors, relating to finance, investment, corporate affairs and management services.

11. ANSHU VENTURE PRIVATE LIMITED ("AVPL" or the "Transferor Company No.5"), having Corporate Identity number U52300WB2009PTC231980 and PAN No. AAHCA9275H is a company incorporated on 27th May, 2009 under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata-700017

12. AVPL has been incorporated, *inter-alia*, with the following main objects

a) To carry on in India or abroad the business of exporters, importers, agents, distributors, merchants, traders, stockiest, buy, sell, distribute or otherwise deal in commodities, goods, articles, materials and things of every description and kind such as computer and its parts and peripherals, laboratory equipments, cosmetics and toiletries, all types of beverages, chemicals and mixtures, cigarettes, electronics & electrical goods, plastic products, fertilisers, foods (canned or otherwise), glasses, liquor, iron & steel, machineries and equipments, building construction materials, packing materials, paper & pulp products, photographic film & paper, PVC & reins, rubber goods, cement, engineering & scientific instruments, oil of all kinds, motor cars & other vehicles and other accessories, coal, timber, cotton wool, jute, yarn, seed grains, rice, wheat, fruits, vegetables, tea, coffee, sugar, gum, tobacco, spices, silk, art silk, oil cakes, paints, varnishes, dyes, matches, cutlery, jewellery, diamonds, precious metals, groceries, all kinds of household articles and appliances, medicine, drugs, medical & pharmaceutical products and appliances, live stocks, hide, skin leather and goods made there from, hosiery, textiles of all kinds, products, readymade garments.

13. RAMESHWAR PROPERTIES PRIVATE LIMITED ("RPPL" or the "Transferor Company No.6"), having Corporate Identity Number U74900WB1953PTC020939 and PAN No. AABCR2566C is a company incorporated on 25th March, 1953 under the provisions of Companies Act, 1913 and having its registered office at Santosh Building, 9, Hungerford Street, Kolkata-700017.



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14. RPPL has been incorporated, *inter-alia*, with the following main objects:

- a) To acquire & undertake the said properties and assets, rights and liabilities of the parties hereto in connection therewith.
- b) To purchase for investment or resale, to reclaim or otherwise acquire and to traffic in land and house and other property, movable and immovable and to create, sell, deal in ground rents of any nature or description whatsoever and to purchase, take on lease or otherwise acquire forests & plantations and rights of ferry and to make advance on the security of land or house or other property or any interest therein, and generally to deal in, traffic by way of sale, lease, exchange or otherwise, with land & house property, forests and forest and agricultural produce, any other property whether movable or immovable and to encourage trade and traffic therein. (2) To develop the resources of any land to turn to account the land, buildings, forests, plantations and rights for the time being of the Company in such manner as the Company may think fit and by promoting immigration and establishing towns, markets, villages and settlements. (3) To carry on the business of exporters, Bankers and any other business which may seem calculated directly or indirectly to develop the Company's property. (4) To construct, carry out, support, maintain, improve, manage, work, operate, control & superintend any electric works, water works, gas works, reservoirs, tanks, ferries, roads, tramways, railroads, parks, gardens, dairies and other works and conveniences which the Company may think directly or indirectly to conduce to any of these objects or to contribute to or otherwise aid or take part in the construction, carrying out, support, maintenance, improvement, management, working operations, controlling & superintending of the same. (5) To lend money either with or without security and generally to such persons and upon such terms & conditions as the Company may think and in particular to persons undertaking to build or cultivate reclaim or improve any property in which the Company is or may be interested and to ryots, tenants, cultivators, builders & contractors. (6) To carry on and transact any other business and operations manufacturing, commercial, agricultural or otherwise, which the Company may think fit.
- c) To acquire or undertake the whole or any part of the business property of any person or company or carry on any business.
- d) To enter into partnership or any agreement of sharing profits, union of interest, co-operation, joint adventure, reciprocal concession, or otherwise with any person or company carrying on or engaged in or about to carry on engage in any business or transaction which this company is authorised to carry on or engage in or any business or transaction capable of being conducted so as to directly or indirectly benefit this Company, and to lend money to, guarantee the

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- contracts, of or otherwise assist any such person or Company and to take or otherwise deal with the same.
- n) To sell, let, exchange, lease or transfer the undertaking and property of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other Company having objects altogether or in part similar to those of this Company.
 - o) To promote any other Company for the purpose of acquiring all or any part of the property of this Company, or for any other purpose which may seem or appear indirectly calculated to benefit this Company.
 - p) To borrow in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise, charged upon all or any of the Company's property both present and future, including its uncalled capital.
 - q) To make, endorse, accept and issue promissory notes, hundis, bills of exchange, debentures and other negotiable or transferable instruments.
 - r) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges & concessions.
 - s) To take and otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company or carry on any business capable of being conducted so as directly or indirectly to benefit this Company.
 - t) To obtain any provisional order of the local government or act of the Legislative Council for enabling the Company to carry any of its objects into effect.
 - u) To invest & deal with monies of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
 - v) To establish, support and aid in the establishment and support of associations, instructions, funds, trusts etc. for the public, individual, animal etc. and subscribe and guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful objects and also to give, donate, spend or apply such portion of the movable properties as may be thought fit to objects of charity (public or private) or for advancement of learning or other public purpose or for the relief of the poor and distressed or animal or for the benefit of any individual or individuals or country or for religious purposes or any other laudable object including school, hospital, temple, sanatorium, ashram, university, widow's home, babies home, establishment of chairs, scholarships etc.

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n) To do all or any of the above things as principals, agents, contractors, trustees or otherwise and either along or in conjunction with other things as are or shall be in the opinion of the Company in General Meeting incidental or conducive to the attainment of all or any of the above objects

15. MANGALKAMNA AGENCY PRIVATE LIMITED ("MAPL" or the "Transferee Company No.7"), having Corporate Identity Number U51101WB2010PTC14602 and PAN No. AAGCM4970J is a company incorporated on 25th April, 2010 under the provisions of Companies Act, 1956 and having its registered office at Hungerford Street, Kolkata-700017.

16. MAPL has been incorporated, inter-alia, with the following main objects

a) To carry on the business as distributors, agents, traders, merchants, contractors, brokers and otherwise deal in merchandise and articles of all kinds including clearing agents, freight contractors, forwarding agents, procuring agents, general brokers and to carry any kind of commercial business. To carry on all or any kind of business as buyers, sellers, suppliers, growers, processors, traders, merchants, indenture brokers, agents, assemblers, stockiest of goods and commodities of any kind to work as commission agents, brokers, contractors, processors, order suppliers and dealing agents.

B. RATIONALE FOR THE SCHEME

The amalgamation of CNPL, MTPL, SCPL, HMPL, AVPL, RPPL and MAPL (the Transferor Companies Nos. 1 to 7) with RIPL, (the Transferee Company) would inter-alia, have the following benefits:

1) The Transferee Company (RIPL) is a Private limited company incorporated under the Companies Act, 1956. It was a registered as Non-deposit taking Non-Banking Financial Company bearing Registration No B 05 00898. The company was engaged in the Business of providing Non-Banking Financial Services like investing and trading in shares, debentures and other securities and providing different types of loans and Advances.

2) All the Applicant Companies belong to the same management group, thus post merger, there shall be no change in the management and control of the Transferee Company. The amalgamation of the 7 Transferor Companies with the Transferee Company would lead to a more efficient utilization of resources for future growth of the amalgamated entity.

3) The amalgamation will result in administrative and operational rationalization, organizational efficiencies, reduction in overheads and other expenses and optimal utilization of various resources. It will prevent cost duplication and the resultant operations would be substantially cost-efficient. Consequently, the



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Transferee Company will offer a strong financial structure and facilitate resource mobilization and achieve better cash flows. The synergies created by the amalgamation would increase the operational efficiency and integrate business functions.

→ To give effect to the proposals contained herein, this Scheme of Amalgamation is presented for approval to the Honble National Company Law Tribunal, Kolkata Bench

C. PARTS OF THE SCHEME

This Scheme of Amalgamation is divided into the following parts:

1. Part I deals with definitions of the terms used in this Scheme of Amalgamation and sets out the share capital of the Transferor Companies and the Transferee Company.
2. Part II deals with the transfer and vesting of the Undertaking (as hereinafter defined) of the Transferor Companies to and in the Transferee Company.
3. Part III deals with the issue of equity shares by the Transferee Company to the equity shareholders of the Transferor Companies, if any and details of purchase consideration.
4. Part IV deals with the accounting treatment for the amalgamation in the books of the Transferee Company.
5. Part V deals with the dissolution of the Transferor Companies and the general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integrally connected thereto.

The amalgamation of the 7 Transferor Companies 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 Section 2(1B) of the Income Tax Act, 1961.

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PART I

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS:

In this Scheme, unless the context otherwise requires, the following expressions shall have the following meanings:

- (i). "Act" means the Companies Act, 2013 including any amendments, modifications, re-enactments or amendments for the time being in force;
- (ii). "Accounting Standards" or "AS" and "Indian Accounting Standards" or "Ind AS" means standards of accounting or any addendum thereto and as amended from time to time, as may be notified by the Central Government through Ministry of Corporate Affairs in consultation with the National Advisory Committee and shall include National Financial Reporting Authority, as may be applicable;
- (iii). "Appointed Date" means 1st April, 2019 or such other date as the Hon'ble National Company Law Tribunal, Kolkata Bench may direct;
- (iv). "Appropriate Authorities" means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or department or judicial body or authority including but not limited to Registrar of Companies, Regional Director, Official Liquidator, National Company Law Tribunal, Any Court having jurisdiction;
- (v). "Assets" in relation to the 7 Transferor Companies means Fixed Assets, Loans and Advances, Investments, Current Assets, Loan and Advances, debit balance in Profit and Loss account and any other Assets as per the books of the Transferor Companies as at 31st March, 2019;
- (vi). "AVPL" or "the Transferor Company No. 5" means Anshu Venture Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata 700017;
- (vii). "Board" means the Board of Directors of CNPL, HMPL, MTPL, SCPL, AVPL, RPPL, RIPL, and MAPL including any Committees thereof;
- (viii). "CNPL" or "the Transferor Company No. 1" means Cairo Nirvat Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata 700017;



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(ix). "Effective Date" means the later of the dates on which certified copies of the order of the NCLT, Kolkata Bench sanctioning the scheme are filed with Registrar of Companies, Kolkata;

(x). "HMPL" or "the Transferor Company No. 4" means Heaven Marketing Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 8, Hungerford Street, Kolkata 700017;

(xi). "Indian GAAP" means and refers to the generally accepted accounting principles as applicable in India, including inter-alia accounting standards and other authoritative pronouncements issued by the Institute of Chartered Accountants of India, or such other body or person having a right under applicable laws to issue such accounting standards and other authoritative pronouncements;

(xii). "Liabilities" in relation to the Transferor Companies means Loan Funds, Current Liabilities, Reserves and Surpluses (including balance in Profit and Loss Account), provisions and all other liabilities of the Transferor Companies as per the books of the Transferor Companies as at 31st March, 2019;

(xiii). "MAPL" or "the Transferor Company No.7" means Mangalkamla Agency Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata 700017;

(xiv). "MTPL" or "the Transferor Company No.2" means Mayavati Trading Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata 700017;

(xv). "NCLT" or "Tribunal" means the Hon'ble National Company Law Tribunal, Kolkata Bench under the Companies Act, 2013;

(xvi). "RIPL" or "the Transferee Company" means Rigmadirappa Investments Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata 700017;

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(xvii). "RPPL" or "the Transferor Company No.6" means Rameshwar Properties Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 8, Hungerford Street, Kolkata 700017;

(xviii). "Scheme" means the Scheme of Amalgamation in the form submitted to the NCLT, Kolkata Bench for sanction or with any modification approved or imposed or directed by the Tribunal.

(xix). "SCPL" or "the Transferor Company No.3" means Swyambh Construction Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 6, Hungerford Street, Kolkata 700017;

(xx) 'Transferor Companies' nos. 1 to 7, means AVPL, CNPL, HMPL, MAPL, MTPL, RPPL, SCPL and more fully defined in clauses 1.a.6, 1.a.8, 1.a.11, 1.a.14, 1.a.16, 1.a.17, 1.a.19 of this Part.

(xxi). "Transferee Company" or "the Transferee Company" means Rigmadirappa Investments Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata 700017;

(xxii). "Undertaking of Transferor Companies" shall mean and include the following:

- a. All the assets, properties, current assets, investments, claims, authorities, allotments, approvals, consents, licenses, registration, contracts, concessions, engagements, arrangements, estates, interests, intellectual property rights, powers, rights and titles, benefits and advantages, of whatsoever nature and wherever situated of every description belonging to or in the ownership, power or possession and in the control of or vested in or granted in favor of or enjoyed by Transferor Companies as on the Appointed Date, and
- b. All the debts, duties, liabilities and obligations of every description of or pertaining to Transferor Companies standing in the books of Transferor Companies as on the Appointed Date as provided herein.
- c. Without prejudice to the generality of the foregoing mentioned hereinabove, the term "Undertaking of Transferor Companies" shall include the entire business which is being carried out under the name and style of Transferor Companies and shall include the advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorizations, benefits, capital work-in-



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progress; concessions, rights and assets, industrial and intellectual property rights of any nature whatsoever and licenses in respect thereof intangibles investments, leasehold rights, liberties, patents, permits, consents, clearances, approvals, certificates, powers of every kind, nature and description whatsoever, privileges, quota rights, registration, reserves, waivers, acknowledgements, including but not limited to the relevant factory licences, environmental clearances/consents/approvals, all supply arrangements/ linkages/ agreements and all properties, movable and immovable, real, corporeal or incorporeal wheresoever situated, and all benefits including subsidies, grants, incentives, tax credits, electricity permits, right to use and avail of telephones, telexes, facsimile, connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, trade names, all other utilities held by Transferor Companies or to which Transferor Companies are entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/or deposits including security deposits paid by Transferor Companies and all other interest wheresoever situated, belonging to or in the ownership, power, possession of or in the control of or vested in or granted in favor of or enjoyed by or arising to Transferor Companies.

2. SHARE CAPITAL:

a. The Details of Capital Structure of RIPL (the Transferee Company) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
10,60,000 Equity Shares of Rs. 100/- each	1,06,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
10,57,788 Equity Shares of Rs. 10/- each	1,05,77,880.00

b. The Details of Capital Structure of CNPL (the Transferor Company No. 1) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
36,70,000 Equity Shares of Rs. 10/- each	3,67,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
33,35,332 Equity Shares of Rs. 10/- each	3,23,53,320.00

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c. The Details of Capital Structure of **MTPL** (the Transferor Company No. 3) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
1,00,000 Equity Shares of Rs. 10/- each	10,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
99,000 Equity Shares of Rs. 10/- each	9,90,000.00

d. The Details of Capital Structure of **SCPL** (the Transferor Company No. 2) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
50,000 Equity Shares of Rs. 10/- each	5,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
28,020 Equity Shares of Rs. 10/- each	2,80,200.00

e. The Details of Capital Structure of **HMPL** (the Transferor Company No. 4) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
3,00,000 Equity Shares of Rs. 10/- each	30,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
2,47,100 Equity Shares of Rs. 10/- each	24,71,000.00

f. The Details of Capital Structure of **AVPL** (the Transferor Company No. 5) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
50,000 Equity Shares of Rs. 10/- each	5,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
19,500 Equity Shares of Rs. 10/- each	1,95,000.00

g. The Details of Capital Structure of **RPPL** (the Transferor Company No. 6) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
11,000 Equity Shares of Rs. 100/- each	11,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
10,800 Equity Shares of Rs. 100/- each	10,80,000.00

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h. The Details of Capital Structure of MAPL (the Transferor Company No. 7) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
20,000 Equity Shares of Rs. 10/- each	2,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
20,000 Equity Shares of Rs. 10/- each	2,00,000.00

PART II

TRANSFER AND VESTING OF UNDERTAKING OF TRANSFEROR COMPANIES

1. TRANSFER OF "UNDERTAKING" OF TRANSFEROR COMPANIES:

1.1 Generally: Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking of the Transferor Companies shall pursuant to the sanction of this Scheme by the Tribunal and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, be and stand transferred to and 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 done, made, executed so as to become, as and from the Appointed Date, the undertaking of the Transferee Company in virtue of and in the manner provided in this Scheme.

1.2. Transfer of assets:

Without prejudice to the generality of Clause 1.1 above, upon coming into effect of this Scheme and with effect from the Appointed date:

a) All the assets and properties comprised in the Undertaking, of whatsoever nature and wheresoever situated, whether or not recorded in the books of the Transferor Companies, including assets and properties acquired on or after the appointed date, 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.

b) Without prejudice to the provisions of 1.2 (a) above, in respect of such of the assets and properties of the Transferor Companies 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 Companies and shall, upon such transfer, become the assets and properties of the Transferee Company as on



integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.

- c) In respect of movables other than those dealt with in clause (b) above, all assets including sundry debts, receivables, bills, drafts, bank balances, advances, if any, whether recoverable in cash or in kind or for value received, bank balances, investments, earnest money and deposits with any Government, quasi government, local or other authority or body 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 without any notice or other intimation to the debtors (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company)
- d) All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and 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 Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, 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 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.

1.3. Transfer of Liabilities:

1.3.1. 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), duties and obligations and undertakings (including warranties and guarantees given) if any of the Transferor Companies of every kind, nature and description whatsoever and however arising, raised or incurred or contracted for, shall



operations (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the Tribunal and under 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 all charge, encumbrance, lien or security thereon and the same shall be deemed to be the liabilities of the Transferee Company to the extent they are outstanding on the Appointed 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 Companies, 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.

1.3.ii. All debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date, whether or not provided in the books of the Transferor Companies, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Companies 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, which shall meet, discharge and satisfy the same.

1.3.iii. Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Companies as on the appointed Date have been discharged or satisfied by the Transferor Companies 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.

1.3.iv. All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies in the ordinary course of its business after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

1.3.v. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort, etc.) shall be



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rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies 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 entries shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.

1.4. Encumbrances:

1.4.i. The transfer and vesting of the assets comprised in the Undertaking to and in the Transferee Company under Clauses 1.2 and 1.3 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.

1.4.ii. All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the Transferor Companies 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 Companies, 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 Companies over its assets after the date of filing of the Scheme without the prior written consent of the Board of Directors of the Transferee Company.

1.4.iii. 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 Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.

1.4.iv. 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.

1.4.v. 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.



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except to the extent that such amendment is required statutorily or by necessary implication.

1.4.vi. The provisions of this Clause shall operate in accordance with the provisions of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue of any security document, all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

1.5. CONTRACTS, DEEDS ETC.:

1.5.i. 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 Companies are party or to the benefit of which the Transferor Companies 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 Companies, the Transferee Company had been a party or beneficiary or obligee or obligor thereto or thereunder.

1.5.ii. 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 Companies 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 Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.

1.5.iii. 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 Companies 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 there under, and the rights and benefits



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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.

1.6. LEGAL PROCEEDINGS: On and from the Appointed Date, all suits, actions, claims and legal proceedings, if any by or against the Transferor Companies, pending and/or arising on or before the Effective Date shall be continued and 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.

1.7. TRANSFER OF PROFITS AND RESERVES With effect from the Appointed Date, all profits, reserves, income accruing to or losses and expenditure (including payment of penalty, damages or such litigation) arising or incurred by the Undertaking of Transferor Companies shall for all purposes, be treated as the profits or reserves or income or losses or expenditure, as the case may be, of Transferee Company.

1.8. TRANSFER OF AUTHORISED CAPITAL: Upon the Scheme becoming effective, without any further act or deed, the Authorized Capital of the Transferor Companies as on the Appointed Date shall stand merged with the Authorized Capital of Transferee Company, and the Transferee Company shall not be liable to pay any fees or other levy on such increase of authorized capital. That any excessive amount to be paid for Authorized Capital shall be complied with as per the provisions of section 232(3)(i) of the Companies Act, 2013

1.9. CONDUCT OF BUSINESS:

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

1.9.i. The Transferor Companies 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

1.9.ii. All the profits or income accruing or arising to the Transferor Companies, 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 Companies 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.

1.9.iii. All taxes (including income tax, sales tax, excise duty, customs duty, etc.)



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tax, VAT, GST etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Companies and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, etc. (VAT, GST etc.), whether by way of deduction at source, advance payment or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of its business after 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.

1.9.iv. On the Scheme becoming effective, the Transferee Company shall be entitled to file/ revise its income tax returns, TDS Returns and other statutory returns if required and shall have the right to claim refunds, depreciation benefits etc. if any, and also the income returns filed by the Transferor Companies so far as is necessitated on account of the Scheme becoming effective from 1st April, 2019 being the Appointed Date under the Scheme.

1.9.v. Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Companies shall be deemed to have been exercised by the Transferor Companies 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 Companies shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.

1.10. No changes in the terms and conditions of the employment of Transferor Companies Employees: From the date of acceptance of the Scheme by the respective Boards of Transferor Companies and Transferee Company, the Transferor Companies shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business;

1.11. Enforcement of Legal Proceedings: All proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitration, execution proceedings, revisions, writ petitions, if any) by or against Transferor Companies shall not abate, be discontinued or be in any way prejudicially affected by reasons of this Scheme or the transfer of the Undertaking of Transferor Companies or of anything contained in this Scheme, but the said proceedings, shall till the Effective Date be continued, prosecuted and enforced by or against Transferor Companies as if this scheme had not been made and thereafter be continued, prosecuted and enforced by or against Transferee Company in the same manner and to the same extent as they would or



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might have been continued, prosecuted, enforced by or against Transferor Companies if this Scheme had not been made. Transferee Company shall take steps to have the abovementioned proceedings continued in its name.

1.12. **Enforcement of Contracts:** Subject to the other provisions of this Scheme, if lawful agreements, arrangement, bonds, contracts, deeds and other instruments of whatsoever nature relating to the Undertaking of Transferor Companies and to which Transferor Companies is a party to or to the benefit of which it may be eligible in which are subsisting or operative or having effect, shall till the Effective Date be in full force and effect and may be enforced as fully and effectual, as if the Scheme had not been made and thereafter, shall be in full force and effect against or in favor of Transferee Company, as the case may be, and may be enforced as fully and effectual as if, instead of Transferor Companies, Transferee Company had been a party or beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between Transferee Company and other parties thereto. Transferee Company shall enter and/or issue and/or execute deeds, writings or confirmations or enter into any arrangement, confirmations or novations in order to give formal effect to the provisions of this Clause, if so required or if it becomes necessary.

1.13. **Rights of Shareholders:** The holders of shares of Transferor Companies and Transferee Company shall, save as otherwise provided under this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends from the respective companies of which they are members till the Effective Date.

1.14. **Place of Vesting:** The vesting of the Undertakings shall by virtue of the provisions of this Scheme and the effect of the provisions of Section 232 of the said Act, take place at the registered office of Transferee Company.

2. APPLICABILITY OF PROVISIONS OF INCOME TAX ACT, 1961 AND OTHER TAX LAWS

Upon the Scheme becoming effective, the Transferor Companies and the Transferee Company are expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act 1961, central sales tax, applicable state value added tax, service tax laws, 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.



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3. EMPLOYEES OF TRANSFEROR COMPANIES:

Upon the coming into effect of this Scheme:

3.1. Employees, if any, of the Transferor Companies who are in its employment as on the Effective Date shall become employees of the Transferee Company from and after the Effective Date without any break or interruption in service and shall continue on the same conditions as to employment and remuneration not less favorable than those which they are engaged or employed by the Transferor Companies.

3.2. It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Pension Fund, Superannuation Fund or any other Special Fund or Trusts (hereinafter referred to as Fund or Funds) created or existing for the benefit of the staff, workmen and employees of CNPL, MTPL, SCPL, HMPL, AVPL, RPPL & MAPL if any, shall become trusts/funds of RIPL for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of CNPL, MTPL, SCPL, HMPL, AVPL, RPPL & MAPL in relation to such Fund or Funds shall become those of RIPL. It is clarified that the services of the staff and employees of CNPL, MTPL, SCPL, HMPL, AVPL, RPPL & MAPL will be treated as having been continuous for the purpose of the said Fund or Funds.

4. SAVING OF CONCLUDED TRANSACTIONS: Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Companies under Clause 3 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies 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 Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

PART III

ISSUE OF SHARE CAPITAL, IF ANY

1. ISSUE OF EQUITY SHARES BY RIPL

a) ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF CNPL -Upon the Scheme becoming operative, in consideration of the transfer and vesting of CNPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere) issue and allot to every member of CNPL whose name is recorded in the Register of Members of CNPL on the Record Date or his/her heirs, executors,



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administrators or the successors in title, as the case may be 8 Equity Shares of Rs. 10/- each in Transferee Company, credited as fully paid up for every 100 Equity Share of Rs. 10/- each, fully paid-up, held by such member in CNPL on such terms and conditions as the Board of Transferee Company may determine.

c) III.a.ii. ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF MTPL-Upon the Scheme becoming operative, in consideration of the transfer and vesting of MTPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere) issue and allot to every member of MTPL whose name is recorded in the Register of Members of MTPL on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be 6 Equity Shares of Rs. 10/- each in Transferee Company, credited as fully paid up for every 100 Equity Share of Rs. 10/- each, fully paid-up, held by such member in MTPL, on such terms and conditions as the Board of Transferee Company may determine.

d) ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF SCPL-Upon the Scheme becoming operative, in consideration of the transfer and vesting of SCPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere) issue and allot to every member of SCPL whose name is recorded in the Register of Members of SCPL on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be 84 Equity Shares of Rs. 10/- each in Transferee Company, credited as fully paid up for every 100 Equity Share of Rs. 10/- each, fully paid-up, held by such member in SCPL on such terms and conditions as the Board of Transferee Company may determine.

e) ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF HMPL-Upon the Scheme becoming operative, in consideration of the transfer and vesting of HMPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere) issue and allot to every member of HMPL whose name is recorded in the Register of Members of HMPL on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be 41 Equity Shares of Rs. 10/- each in Transferee Company, credited as fully paid up for every 100 Equity Share of Rs. 10/- each, fully paid-up, held by such member in HMPL on such terms and conditions as the Board of Transferee Company may determine.

f) ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF AVPL-Upon the Scheme becoming operative, in consideration of the transfer and vesting of AVPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere)



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issue and allot to every member of AVPL whose name is recorded in the Register of Members of AVPL on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be 50 Equity Shares of Rs.10/- each in Transferee Company, credited as fully paid up for every 100 Equity Share of Rs.10/- each, fully paid-up, held by such member in AVPL, on such terms and conditions as the Board of Transferee Company may determine.

f) **ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF RPPL**-Upon the Scheme becoming operative, in consideration of the transfer and vesting of RPPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere) issue and allot to every member of RPPL whose name is recorded in the Register of Members of RPPL on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be 40 Equity Shares of Rs.10/- each in Transferee Company, credited as fully paid up for every Equity Share of Rs. 100/- each, fully paid-up, held by such member in RPPL, on such terms and conditions as the Board of Transferee Company may determine.

g) **ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF MAPL**-Upon the Scheme becoming operative, in consideration of the transfer and vesting of MAPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere) issue and allot to every member of MAPL whose name is recorded in the Register of Members of MAPL on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be 49 Equity Shares of Rs.10/- each in Transferee Company, credited as fully paid up for every 100 Equity Share of Rs.10/- each, fully paid-up, held by such member in MAPL, on such terms and conditions as the Board of Transferee Company may determine.

2) No shareholder of any of the Transferor Companies shall be allotted any fractional shares in the Transferee Company. That upon becoming the Scheme operative, the shareholders will not receive any money against any fractional share as calculated in the valuation report of the Company as submitted and also that the fractional share of 0.5 or below will be rounded off to lower value and the fractional share of 0.5 or above will be rounded off to upper value.

3) All shares held by Transferee Company in the 7 Transferor Companies or vice versa or Transferor Companies inter-se shall stand cancelled. Further, any sum of money owed by Transferee Company in the Transferor Companies or vice versa or Transferor Companies inter-se shall stand cancelled. If any share



cancellation leads to reduction of capital of the Transferee Company, this scheme shall also be treated as a scheme for reduction of capital to that extent.

4. The new Shares to be issued and allotted in terms hereof will be subject to Memorandum and Articles of Association of the Transferee Company.

5. Approval of Appropriate Authorities. For the purpose of issue and allotment of equity shares as aforesaid, Transferee Company shall, if and to the extent required, apply for and obtain the requisite consent or approval of appropriate authorities concerned for the issue and allotment by Transferee Company to the respective members of the Transferor Companies of the Equity Shares. However, the issue and allotment of shares being an integral part of the Scheme, no further approval of shareholders of Transferee Company would be necessary for the same.

6. Transferee Company to increase its Authorized Capital. Transferee Company shall before allotment of the Equity Shares in terms of the Scheme, increase its Authorized Share Capital, if necessary, by the creation of at least such number of Shares of Rs.10/- each as may be necessary to satisfy its obligations under the provisions of the Scheme.

PART IV

ACCOUNTING TREATMENT

1. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY:

a. Upon the coming into effect of this scheme and with effect from the appointed date, the Transferee Company shall account for amalgamation in its books as per the applicable Accounting Standard 14.

b. When an amalgamation is effected after the Balance Sheet date but before the issuance of the financial statements of either party to the amalgamation, disclosure should be made in accordance with AS 4, 'Contingencies and Events Occurring After the Balance Sheet Date', but the amalgamation should not be incorporated in the financial statements. In certain circumstances, the amalgamation may also provide additional information affecting the financial statements themselves, for instance, by allowing the going concern assumption to be maintained.

Signature

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PART V

DISSOLUTION OF TRANSFEROR COMPANIES
GENERAL TERMS AND CONDITIONS

a. DISSOLUTION OF TRANSFEROR COMPANIES:

Upon the Scheme being sanctioned and an Order being made by the Tribunal under Section 232 of the Act, the 7 Transferor Companies shall stand dissolved with winding up on the Effective Date.

b. APPLICATION TO THE NCLT, KOLKATA BENCH FOR SANCTIONING SCHEME:

i. Joint Application by the Transferor Companies and Transferee Company: The

Transferor Companies and the Transferee Company shall jointly with reasonable dispatch, make applications/petitions under Section 230 and 232 and other applicable provisions of the said Act to the NCLT, Kolkata Bench for sanctioning of this Scheme of Amalgamation and for appropriate Orders under the applicable provisions of the Act for carrying this Scheme into effect.

ii. It is hereby clarified that submissions of the Scheme to the Tribunal and to any authorities for their respective approvals is without prejudice to all rights, interest titles and defenses that Transferor Companies and Transferee Company has or may have under or pursuant to all applicable laws.

c. MODIFICATIONS TO THE SCHEME:

i. Scheme subject to Modifications: The Scheme shall be subject to such modifications as the Tribunal while sanctioning the same may direct and which the Board of Transferor Companies and Transferee Company may consent and agree to.

ii. Modifications and Amendments to Scheme: The Transferor Companies (by its Board of Directors) and the Transferee Company (by its Board of Directors) either by themselves or through a Committee appointed by them in this behalf, may in their full and absolute discretion, make and/or assent to any alteration, or modification in this Scheme, including but not limited to those which the Tribunal and/or any other authority may deem fit approve or propose.

iii. Withdrawal of Scheme: In the event that any conditions proposed by the Tribunal are found unacceptable for any reason whatsoever by the 7 Transferor companies or by the Transferee Company, then the Transferor Companies and/or Transferee Company shall be entitled to withdraw the Scheme in which even no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

d. APPLICABILITY OF THE RESERVE BANK OF INDIA CIRCULAR:

In terms of RBI Circular DNBR (PD) GG NO. 065/03 TO 001/2015-16 dated July 08, 2015 prior written approval of the Reserve Bank of India is required for

i. Any takeover or acquisition of control of NBFC

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ii Any change in the shareholding of a NBFC, including progressive increases over time, which would result in acquisition/transfer of shareholding of 25% or more of the Paid up share capital of the NBFC.

iii Any change in the management of an NBFC which would result in change in more than 50% of the directors, excluding independent directors.

Since the present scheme of amalgamation lead to change in more than 50% shareholding pattern of the Transferee Company (RIPL) therefore the approval of Reserve Bank of India is required. The Company has approached the Reserve Bank of India for the No-Objection Certificate with regard to the amalgamation of RIPL.

e. SCHEME CONDITIONAL ON APPROVALS AND SANCTIONS:

The Scheme is conditional upon and subject to the following approvals/permissions and the amalgamation shall be deemed to be complete on the date on which the effect of such approval/permissions shall have been obtained.

g.i. Approval of Members/ Creditors of Transferor Companies and Transferee Company:

The approval and agreement of the Scheme by the requisite majority of Equity Shareholders and the Creditors of the Transferor Companies and the Transferee Company, have been received and hence, prayer has been submitted in the Application for dispensing the calling of meeting of members and creditors. Necessary resolutions have been passed under the said Act and the consents of members & creditors have been annexed herewith.

g.ii Sanction of NCLT, Kolkata Bench: The sanction of the National Company Law Tribunal, Kolkata Bench under Section 230 and 232 and other applicable provisions of the said Act in favour of the Transferor Companies and the Transferee Company.

f. COSTS AND EXPENSES:

All costs, charges and expenses of Transferor Companies and Transferee Companies respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Undertakings in pursuance of this Scheme shall be borne and paid by the respective companies.

.....

Sri Trading Private Limited Director	Carpo Nirvat PVT. LTD. Director	NANGAL KALINA AGENCY PVT. LTD. Director	Heaton Marketing Pvt. Ltd. Director
RSHU Contractors Private Limited Director	RSHU VENTURE PVT. LTD. Director	RSHU INVESTMENTS PRIVATE LIMITED Director	
	Rameshwar Properties Private Limited Director		



SCHEDULE OF ASSETS

Schedule of Assets as on 31st March,2019 of Cairo Niryat Private Limited("Transferor Company No 1"), Mayavati Trading Private Limited("Transferor Company No 2"), Swyambhu Constructions Private Limited("Transferor Company No 3"), Heaven Marketing Private Limited("Transferor Company No 4"), Anshu Venture Private Limited, ("Transferor Company No 5"), Rameshwar Properties Private Limited, ("Transferor Company No 6"), Mangalkamna Agency Private Limited("Transferor Company No 7") to be transferred to and vested in Rignadirappa Investments Private Limited (Transferee Company).

PART - I

A short description of the freehold properties of Cairo Niryat Private Limited (the Transferor Company No. 1):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	11,23,8798.00
Long Term Loans & Advances	43,639,749.00
Short Term Loan and advances	2,84,745.00
Total	55,16,3292.00

A short description of the freehold properties of Mayavati Trading Private Limited(the Transferor Company No.2):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	53,99,999.00
Long Term Loans & Advances	1,17,711.00
Total	55,17,710.00

A short description of the freehold properties of Swyambhu Constructions Private Limited(the Transferor Company No.3):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	10,86,305.00
Long Term Loans & Advances	42,57,332.00
Total	53,43,637.00

A short description of the freehold properties of Heaven Marketing Private Limited(the Transferor Company No.4):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	18,63,5000.00
Long Term Loans & Advances	8,73,723.00
Total	19,50,8723.00

A short description of the freehold properties of Anshu Venture Private Limited(the Transferor Company No.5):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	18,82,000.00
Short Term Loan and advances	64,400.00
Tangible Assets	1,129.00
Total	19,47,529.00



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A short description of the freehold properties of Rameshwar Properties Private Limited (the Transferor Company No.6):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	3,88,86,772.00
Tangible Assets	11,24,251.00
Long Term Loans & Advances	5,01,12,426.00
Total	9,01,23,449.00

A short description of the freehold properties of Mangalkamna Agency Private Limited (the Transferor Company No.7):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	18,50,000.00
Total	18,50,000.00

PART - II

Short description of all stocks, shares, debentures and other charges-in-action of Cairo Niryat Private Limited (the Transferor Company No. 1):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Cash & Bank Balances	2,85,638.00
Inventories	8,075.00
Total	2,93,713.00

<u>LIABILITIES</u>	<u>Amount (Rs.)</u>
Long Term Borrowings	3,84,308.00
Short-Term Borrowings	5,25,940.00
Other Current Liabilities	56,900.00
Short-Term Provision	11,52,340.00
Total	21,19,488.00

Short description of all stocks, shares, debentures and other charges-in-action of Mayavati Trading Private Limited (the Transferor Company No.2):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Cash & Bank Balances	42,970.00
Other Current Assets	1,96,408.00
Total	2,39,378.00

<u>LIABILITIES</u>	<u>Amount (Rs.)</u>
Other Long term Liabilities	26,50,64.00
Short-Term Borrowings	40,77,494.00
Other Current Liabilities	1,43,195.00
Total	44,85,753.00

Short description of all stocks, shares, debentures and other charges-in-action of Swyambhu Constructions Private Limited (the Transferor Company No.3):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Cash & Bank Balances	18,16,637.00
Other Current Assets	2,35,188.00
Total	20,51,825.00

<u>LIABILITIES</u>	<u>Amount (Rs.)</u>
Other Current Liabilities	3,49,744.00

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Short-Term Borrowings	23,56,276.00
Total	27,06,020.00

Short description of all stocks, shares, debentures and other charges-in-action of **Heaven Marketing Private Limited** (the Transferor Company No.4):

ASSETS	Amount (Rs.)
Cash & Bank Balances	11,96,541.00
Total	11,96,541.00

LIABILITIES	Amount (Rs.)
Other Current Liabilities	61,546.00
Other Long Term Liabilities	1,95,000.00
Short-Term Provision	70,062.00
Total	3,26,608.00

Short description of all stocks, shares, debentures and other charges-in-action of **Anshu Venture Private Limited** (the Transferor Company No.5):

ASSETS	Amount (Rs.)
Cash & Bank Balances	31,896.00
Other Current Assets	4,187.00
Total	36,083.00

LIABILITIES	Amount (Rs.)
Other Current Liabilities	10,000.00
Short-Term Borrowings	39,000.00
Total	49,000.00

Short description of all stocks, shares, debentures and other charges-in-action of **Rameshwar Properties Private Limited** (the Transferor Company No.6):

ASSETS	Amount (Rs.)
Cash & Bank Balances	1,09,317.00
Total	1,09,317.00

LIABILITIES	Amount (Rs.)
Other Current Liabilities	30,87,108.00
Short-Term Borrowings	9,07,183.00
Short-Term Provision	68,290.00
Total	40,62,581.00

Short description of all stocks, shares, debentures and other charges-in-action of **Mangalkamma Agency Private Limited** (the Transferor Company No.7):

ASSETS	Amount (Rs.)
Cash & Bank Balances	1,37,510.00
Total	1,37,510.00

LIABILITIES	Amount (Rs.)
Other Current Liabilities	10,000.00
Short-Term Borrowings	15,000.00
Total	25,000.00



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DD / DR / AR / Court Officer
National Company Law Tribunal
Kolkata Bench

Form No. CAA.7

[Pursuant to section 232 and rule 20]

IN THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH

CP (CAA) No.631/KB/2020

Connected with

C.A.(CAA) No. 113/KB/2020

In the matter of the Companies Act, 2013-section 230(6) read with section 232(3)

And

In the matter of:

Cairo Niryat Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U51109WB1994PTC064242 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal

And

Mayavati Trading Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U51109WB1996PTC080191 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal

And

Swyambhu Constructions Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U07010WB1984PTC037805 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal

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And

Heaven Marketing Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U51909WB1996PTC077123 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal.

And

Anshu Venture Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U52300WB2009PTC231980 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal

And

Rameshwar Properties Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U74900WB1953PTC020939 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal

And

Mangalkamna Agency Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U51101WB2010PTC146025 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal.

.....Transferor Companies

-And-

Rigmadirappa Investments Private Limited, a company incorporated under the provisions of Companies Act, 1956 and is a Company within the meaning of the Companies Act, 2013 having Corporate Identification No. U61120WB1997PTC082951 and its registered office at 9 Hungerford Street, Kolkata-700017, West Bengal.

.....Transferee Company

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In the matter of:

1. Cairo Niryat Private Limited (Transferor Company No.1)
2. Mayavati Trading Private Limited (Transferor Company No.2)
3. Swyambhu Constructions Private Limited (Transferor Company No.3)
4. Heaven Marketing Private Limited (Transferor Company No.4)
5. Anshu Venture Private Limited (Transferor Company No.5)
6. Rameshwar Properties Private Limited (Transferor Company No.6)
7. Mangalkamna Agency Private Limited (Transferor Company No.7)
8. Rigmadirappa Investments Private Limited (Transferee Company)

..... Petitioner(s)

Order Under Sections 230 and 232 of the Companies Act, 2013

The above Company Petition coming on for further hearing on the 14th March, 2022 and upon hearing the advocate appearing for the Petitioners and upon hearing Deputy Director of Regional Directorate, Eastern Region representing the Central Government the final order was passed on the 24th March, 2022.

The instant petition has been filed under Section 230 read with Section 232 of the Companies Act, 2013 ("Act") for sanction of the Scheme of Amalgamation of **Cairo Niryat Private Limited**, being the Petitioner No.1 abovenamed ("Transferor Company No.1" or "Petitioner No.1"), **Mayavati Trading Private Limited**, being the Petitioner No.2 abovenamed ("Transferor

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Company No 2" or "Petitioner No.2"), **Swyambhu Constructions Private Limited**, being the Petitioner No.3 abovenamed ("Transferor Company No 3" or "Petitioner No.3"), **Heaven Marketing Private Limited**, being the Petitioner No.4 abovenamed ("Transferor Company No 4" or "Petitioner No.4"), **Anshu Venture Private Limited**, being the Petitioner No.5 abovenamed ("Transferor Company No 5" or "Petitioner No.5"), **Rameshwar Properties Private Limited**, being the Petitioner No.6 abovenamed ("Transferor Company No 6" or "Petitioner No.6"), **Mangalkamna Agency Private Limited**, being the Petitioner No.7 abovenamed ("Transferor Company No 7" or "Petitioner No. 7") with **Rigmadirappa Investments Private Limited** being the Petitioner No.8 abovenamed ("Transferee Company" or "Petitioner No.8") whereby and whereunder the Transferor Companies are proposed to be amalgamated with the Transferee Company from the Appointed Date, fixed as 1st April, 2019 in the manner and on the terms and conditions stated in the said Scheme of Amalgamation ("Scheme").

(2) The Petition has now come up for final hearing. Counsel for the Petitioners submits as follows:-

(a) The Scheme was approved unanimously by the respective Board of Directors of the Petitioner Nos. 1 and 2 at their meetings held on 23rd November 2019.

(a) The circumstances which justify the amalgamation of the Transferor Companies with the Transferee Company and/or have necessitated the Scheme and the benefits of the same are, inter alia, as follows:-

- i. To form a specific group structure and provide for overall business efficiency to combine their managerial and financial base and to promote and secure the overall interest growth and economics of all the companies.
- ii. The amalgamated company would have stronger fundamentals that enhance its credit rating and resource raising ability in the financial market.

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- iii. The scheme will enable the establishment of a larger company with larger resources and a larger capital base facilitating further expansion and development of business of all companies.
- iv. The said scheme will contribute to furthering and fulfilling the objectives of the company concerned and, in the growth, and development of these businesses.
- v. The said scheme will strengthen and consolidate the position of the amalgamated company and will enable the amalgamated company to increase its profitability in a competitive market.
- vi. The said scheme will enable the companies concerned to diversify and expand their activities without restricting their existing activities;
- vii. The said scheme will have beneficial results for the applicant companies concerned their shareholder's employees and all concerned.
- (b) The Statutory Auditors of the Petitioner Companies have by their certificates dated 10th December 2019 confirmed that the accounting treatment in the Scheme conforms with the accounting standards prescribed under Section 133 of the Companies Act, 2013.
- (c) No proceedings are pending under Sections 210 to 227 of the Companies Act, 2013 against the Petitioner(s).
- (d) The exchange ratio of shares in consideration of the Amalgamation has been fixed on a fair and reasonable basis and based on the Report thereon of CA Shashi Agarwal, bearing IBBI Registration No. IBBI/RV/06/2019/11433, Registered Valuer.

(a) The shares of the Petitioner Companies are not listed on any stock exchanges.

(b) By an order dated 31st January 2020 in Company Application (CAA) No. 113/KB/2020, this Tribunal made the following

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Lowit Singh



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directions about the meeting(s) of creditors under Section 230(1) [read with Section 232(1) of the Act]: -

- (c) Meetings dispensed: Meetings of the Equity Shareholders, secured creditors, and unsecured creditors of the Petitioner Companies 1 to 8 for considering the Scheme were dispensed within view of all such shareholders and over 100% in value of such creditors having respectively given their consent to the Scheme by way of affidavits.
- (d) Consequently, the Petitioner(s) presented the instant petition for sanction of the Scheme. By an order dated 3rd March 2020 the instant petition was admitted by this Tribunal and fixed for hearing on 27th April 2020 upon issuance of notices to the Statutory / Sectoral Authorities and advertisement of date of hearing. In compliance with the said order dated 3rd March 2020, the Petitioner(s) has duly served such notices on the Official Liquidator, Ministry of Corporate Affairs, on 03.09.2020, The Registrar of Companies (West Bengal) on 03.09.2020, The Regional Director (Eastern Region) on 03.09.2020, Income-Tax officer of the Transferor Company and the Transferee Company on 03.09.2020, The Secretary, The Competition Commission of India on 03.09.2020 and Reserve Bank of India on 03.09.2020. The Petitioner(s) have also published such advertisements once each in the Bengali Newspaper i.e., "Aajkaal" and in English Newspaper i.e., "The Business Standard" on 23.01.2021.
- (e) All statutory formalities requisite for obtaining the sanction of the Scheme have been duly complied with by the Petitioners. The Scheme has been made bona fide and is in the interest of all concerned.
3. Under the said advertisements and notices the Regional Director, Ministry of Corporate Affairs, Kolkata ("RD"), and the Official Liquidator, High Court, Calcutta ("OL") have filed their representations before this Tribunal.
4. The Official Liquidator has filed his report dated 28th January 2021 and concluded as under: -

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Lobhit Das



That the Official Liquidator based on information submitted by the Petitioner Companies is of the view that the affairs of the aforesaid Transferor Company do not appear to have been conducted in a manner prejudicial to the interest of its members or to the public interest as per the provisions of the Companies Act, 1956/ the Companies Act, 2013 whichever is applicable.

5. That given the submission made above the following orders as deemed fit and proper in the facts and circumstance of the case.”
6. The Regional Director has filed his reply affidavit dated 28th January 2021 (“RD affidavit”) which has been dealt with by the Petitioners by their Rejoinder affidavit dated 14th March 2022 (“Rejoinder”). The observations of the RD and responses of the Petitioners are summarized as under: -

Paragraph No. 2 (b) of RD Affidavit:

All the Transferor Companies should be directed to file their Financial Statements in Form AOC-4 and Annual Return in Form MGT-7 in terms of compliances with the provision of section 137 and section 92 respectively of the Companies Act, 2013 in respect of the Financial Year ended 31.03.2020 before merger take place since once merged such Transferor Companies shall not be able to file their statutory returns as the status of the said transferor companies will no longer be “Active”.

Paragraph No. 3 of Rejoinder:

About point 2(b) of the said affidavit, we would like to state that the transferor companies and transferee company have filed their financial statements in Form AOC-4 and Annual Return in Form MGT-7 in terms of the compliances with the provisions of section 137 and section 92, respectively of the Companies Act, 2013, in respect of the Financial Year ended 31st March 2021.

Paragraph No. 2 (c) of RD Affidavit:

In reply to this office query, the petitioner Companies submitted that the Petitioner Companies are carrying NBFC Activities,

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however, no "No Objection" from the RBI has been provided in the matter.

Paragraph No. 4 of Rejoinder:

About point 2(c) of the said affidavit, we would like to state that the transferee company has already applied to the Reserve Bank of India for its NOC on 17th February 2020, and NOC is still awaited even after almost 2 years.

Paragraph No.2(d), 2(e) and 2(f) of RD Affidavit:

2(d) In the Auditors' Report for 2018-19 of the Transferor Company, Cairo Niryat Pvt Ltd-it was reported that -"In terms of its assets and income pattern as on 31st Marc 2019 the Company is required to be registered as Non-Banking Financial Company under section 45-IA of the Reserve Bank of India Act 1934. The Company is taking reasonable steps to comply with the requirements". If the said compliances have not been still made by the company, given the Auditors' clear observation that the company needs to be registered under section 45-IA of the Reserve Bank of India Act 1934, Reserve Bank of India's opinion shall be of important relevance, on the proposed merger of the company with Rigmadirappa Investments Pvt Ltd without compliance with the requirements of the Reserve Bank of India Act, 1934

- 2(e) *The financial statements of the transferor company, Swyambhu Constructions Pvt Ltd for 2018-19 show that out of its total assets Rs 73,95,462/- as on 31.3.2019, Loans are given was Rs 42,50,332/- and non-current investment was Rs 10,86,305/-. Total income was Rs 39,90,544/- mainly comprising profit on the sale of shares Rs 32,37,600 and income by way of interest on loans and advances Rs 2,05,096. Hence in terms of its assets and income pattern as of 31st March 2019, the Company is required to be registered as a Non-Banking Financial Company under section 45-IA of the Reserve Bank of India Act 1934. The company may be put to a strict pool regarding whether it has obtained necessary registration under section 45-1.4 of the Reserve Bank of India Act 1934. If such registration has not been obtained, the views of the Reserve Bank of India shall be of important relevance in the matter*

COMPARED

Subit Day



2(f) *In the Auditors' Report for 2018-19 of the Transferor company, Rameshwar Properties Pvt Ltd it was reported that -"In terms of its assets and income pattern as on 31st March 2019 the Company is required to be registered as Non-Banking Financial Company under section 45-1A of the Reserve Bank of India Act 1934. The Company is taking reasonable steps to comply with the requirements". If the said compliances have not been still made by the company, given the Auditors' clear observation that the company needs to be registered under section 45-1A of the Reserve Bank of India Act 1934, Reserve Bank of India's opinion shall be of important relevance, on the proposed merger of the company with Rigmadirappa Investments Pvt Ltd without compliance with the requirements of the Reserve Bank of India Act 1934.*

Paragraph No. 5 of Rejoinder:

About points 2(d), 2(e), and 2(f) of the said affidavits, we would like to state that the respective transferor companies are getting merged with an NBFC Company i.e., Rigmadirappa Investments Private Limited which is the Transferee Company and hence their financials to be merged into an NBFC.

Paragraph No. 2(i) of RD Affidavit:

That the Transferee Company should be directed to pay applicable stamp duty on the transfer of the immovable properties, if any, from the Transferor Company to it.

Paragraph No. 6 of Rejoinder:

About point 2(g) of the said affidavit, the transferee company undertakes to pay applicable stamp duty on the transfer of immovable property, if any.

Paragraph No. 2(e) of RD Affidavit:

In compliance with Accounting Standard-14 or IND-AS 103, as may be applicable, the Transferee Company shall pass such accounting entries which are necessary for connection with the scheme to comply with other applicable Accounting Standards such as AS-5 or INDAS-8, etc.

COMPARED

Rajiv Singh



Paragraph No. 7 of Rejoinder:

Regarding point 2(h) of the said affidavit, the transferee company undertakes to pass such accounting entries necessary in connection to the scheme to comply with all the applicable accounting standards.

Paragraph No. 2(i) of RD Affidavit:

The Hon'ble Tribunal may kindly direct the Petitioners to file an affidavit to the extent that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy or no change is made.

Paragraph No. 8 of Rejoinder:

About point 2(i) of the said affidavit, we affirm that the scheme enclosed in the Company Application and Company Petition are one and same and there is no discrepancy or no changes are made

7. Heard submissions made by the Ld. Counsel appearing for the Petitioners and the Joint Director on behalf of the Regional Director. Upon perusing the records and documents in the instant proceedings and considering the submissions, we allow the petition and make the following orders: -

THIS TRIBUNAL DOTH ORDER

- (a) The Scheme of Amalgamation mentioned in paragraph 1 of the petition, being Annexure "A" hereto, be and is hereby sanctioned by this Tribunal with the appointed date fixed on 1st April, 2019 to be binding on **Cairo Niryat Private Limited**, being the Petitioner No.1 abovenamed ("Transferor Company No 1" or "Petitioner No.1"), **Mayavati Trading Private Limited**, being the Petitioner No.2 abovenamed ("Transferor Company No 2" or "Petitioner No.2"), **Swyambhu Constructions Private Limited**, being the Petitioner No.3 abovenamed ("Transferor Company No 3" or "Petitioner No.3"), **Heaven Marketing Private Limited**, being the Petitioner No.4 abovenamed ("Transferor Company No 4" or "Petitioner No.4"), **Anshu Venture Private Limited**, being the Petitioner No.5 abovenamed ("Transferor Company No 5" or "Petitioner No.5"), **Rameshwar Properties Private Limited**, being the Petitioner No.6 abovenamed ("Transferor Company No 6" or "Petitioner No.6").

COMPARED

Amrit Singh



Mangalkamna Agency Private Limited, being the Petitioner No.7 abovenamed ("Transferor Company No. 7" or "Petitioner No. 7") with **Rigmadirappa Investments Private Limited** being the Petitioner No.8 abovenamed ("Transferee Company" or "Petitioner No.8"), their respective shareholders, creditors and all concerned;

- (b) All the property, rights and powers of the Transferor Companies, including those described in the Schedule of Assets herein, be transferred from the said Appointed Date, without further act or deed, to the Transferee Company and, accordingly, the same shall pursuant to Section 232(4) of the Companies Act, 2013, be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Companies therein but subject nevertheless to all charges now affecting the same, as provided in the Scheme;
- (c) All the debts, liabilities, duties, and obligations of the Transferor Companies be transferred from the said Appointed Date, without further act or deed to the Transferee Company and, accordingly, the same shall pursuant to Section 232(4) of the Companies Act, 2013, be transferred to and become the debts, liabilities, duties, and obligations of the Transferee Company;
- (d) The employees of the Transferor Companies shall be engaged by the Transferee Company, as provided in the Scheme;
- (e) All proceedings and/or suits and/or appeals now pending by or against the Transferor Companies be continued by or against the Transferee Company, as provided in the Scheme;
- (f) The Transferee Company do without further application issue and allot to the shareholders of the Transferor Companies, the shares in the Transferee Company to which they are entitled in terms of the Scheme;
- (g) Leave is granted to the Petitioner(s) to file the Schedule of Assets of the Transferor Company in the form as prescribed in the Schedule to Form No. CAA7 of the Companies (Compromises, Arrangements, and

COMPARED

Sohit Day



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Amalgamations) Rules, 2016 within three weeks from the date of receiving a copy of this order;

- (h) The Transferor Companies and the Transferee Company shall each within thirty days of the date of the receipt of this order, cause a certified copy thereof to be delivered to the Registrar of Companies for registration and on such certified copies being so delivered, the Transferor Company shall be dissolved without winding up with effect from the date or last of the dates of filing of the certified copies of the order, as aforesaid (Effective Date) and the Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept by him about the Transferee Company and the files relating to the said companies shall be consolidated accordingly.
8. The Petitioner(s) shall supply a legible copy of the scheme and schedule of assets in an acceptable form to the registry and the registry will append the copy, upon verification to the certified copy of the order.
9. The C.P (CAA) No. 631/KB/2020 is disposed of accordingly.

Witness:

Sri Rajasekhar V.K., Hon'ble Member (Judicial) & Sri Balraj Joshi, Hon'ble Member (Technical) at Kolkata aforesaid on the 24th March, 2022.

Mr. Arani Guha, Advocate of petitioners.

Mr. Sanjay Sardar, Deputy Director for the office of Regional Director, Eastern Region, MCA.

COMPARED

Sanjay Sardar



Schedule of Assets

First Part-I

(As per Annexure)

Second Part-II

(As per Annexure)

Third Part-III

(As per Annexure)


Joint Registrar

National Company Law Tribunal

Kolkata Bench

Dated, the *24th* day of April, 2022.

COMPARED

Joint Secy



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
BENCH AT KOLKATA
SCHEME OF AMALGAMATION

Swayambhu Properties Private Limited
[Signature]
Director

Swayambhu Constructions Private Limited
[Signature]
Director

SWAYAMBHU INVESTMENTS PVT LTD
[Signature]
Director

Swayambhu Investments Private Limited
[Signature]
Director

SWAYAMBHU AGENCY PVT LTD
[Signature]
Director

Swayambhu Agency Private Limited
[Signature]
Director

Cairo Niryat Pvt. Ltd
[Signature]
Director

Swayambhu Marketing Pvt Ltd
[Signature]
Director

[Handwritten Signature]

In the matter of
The Companies Act, 2013 (The
Act)

And
In the matter of section 230 read with
section 232 of the said Act.

And
In the matter of
**Rigmadirappa Investments Private
Limited** (the Transferee Company) a
company incorporated under the
Companies Act, 1956 and having its
registered office at 9, Hungerford
Street, Kolkata-700017 within the
aforesaid jurisdiction.

And
In the matter of
Cairo Niryat Private Limited (the
Transferor Company) a
company incorporated under the
Companies Act, 1956 and having its
registered office at 9, Hungerford
Street, Kolkata-700017 within the
aforesaid jurisdiction.



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And

In the matter of:

Mayavati Trading Private Limited
(the Transferor Company No. 2) a
company incorporated under the
Companies Act, 1956 and having its
registered office at 9, Hungerford
Street, Kolkata-700017 within the
aforesaid jurisdiction

And

In the matter of:

**Swyambhu Constructions Private
Limited** (the Transferor Company
No.3), a company incorporated under
the Companies Act, 1956 and having
its registered office at 9, Hungerford
Street, Kolkata-700017 within the
aforesaid jurisdiction

And

In the matter of:

Heaven Marketing Private Limited
(the Transferor Company No.4) a
company incorporated under the
Companies Act, 1956 and having its
registered office at 9, Hungerford
Street, Kolkata-700017 within the
aforesaid jurisdiction

Smriti Ghosh



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And

In the matter of

Anshu Venture Private Limited (the Transferor Company No.5), a company incorporated under the Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata-700017 within the aforesaid jurisdiction

And

In the matter of

Rameshwar Properties Private Limited (the Transferor Company No.6), a company incorporated under the Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata-700017 within the aforesaid jurisdiction

And

In the matter of

Mangalkamna Agency Private Limited (the Transferor Company No.7), a company incorporated under the Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata-700017 within the aforesaid jurisdiction

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Applicants

And

In the matter of:

1. Rigmadirappa Investments Private Limited (the Transferee Company)
2. Cairo Niryat Private Limited (the Transferor Company No.1)
3. Mayavati Trading Private Limited (the Transferor Company No.2)
4. Swyambhu Constructions Private Limited (the Transferor Company No.3)
5. Heaven Marketing Private Limited (the Transferor Company No.4)
6. Anshu Venture Private Limited (the Transferor Company No.5)
7. Rameshwar Properties Private Limited (the Transferor Company No.6)
8. Mangalkama Agency Private Limited (the Transferor Company No.7)

Applicants

Devi Prasad

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A. DESCRIPTION OF THE COMPANIES

1. **RIGMADIRAPPA INVESTMENTS PRIVATE LIMITED** ("RIPL" or the "Transferee Company"), having Corporate Identity Number: U61120WB1997PTC082951 and PAN No. AA8CR4145D is a company incorporated on 18th February, 1997 under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata-700017.

2. RIPL has been incorporated with, inter-alia, the following main objects:

- a) To carry on the investment business and to purchase, acquire, hold and dispose of or otherwise invest in shares, debentures, stocks, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on the business in India or elsewhere and debentures, bonds, stocks, obligations and securities issued or guaranteed by any government, local body, or authority, supreme, municipal, local or otherwise whether in India or elsewhere.
- b) To carry on the business of investors, guarantors and to finance, lend, advance money or give loans to such person or firm or body corporate with the object of financing industrial enterprises with or without interest or security or any such terms as may be determined and to receive money on deposit or loan upon such terms and conditions that the Company may approve. Provided that the company shall not do any banking business as defined in the Banking Regulation Act, 1949.
- c) To carry on the business as order suppliers, buyers, sellers, traders, manufacturers, indentors, brokers, agents, commission agents, assemblers, refiners, consultancy, rendering services, cultivators, miners, exporters, stockists, distributors, advisors, marketing mediators of & in all kinds of jute and jute products, laminators of jute, jute goods, jute bags, rubberised cloth, food grains, dairy products, soap, detergents, biscuits, surgical equipments, medical, pulses, leather & finished leather goods, leather garments, leather products, all related items in leather, electric & electronic components & goods, iron & steel, aluminum, mineral, ferrous & non-ferrous, metal, stainless steel, jute and jute products, textile, cotton, synthetic, fibre, silk, yarn, wool & woollen goods, handicrafts, & silk, artificial synthetics, readymade garments, design, materials, process, printers in all textiles, wood & wood products, timber, cosmetics, stationery, tools & hardware, plastic & plastic goods, sugar, tea, coffee, paper packaging, material, chemicals, cement, spices, grain, factory materials, house equipments, rubber & rubberized products, fertilizers, agriculture, fruit products, industrial products, computer, data, materials, software, paints, industrial & other gases, alcohol, liquor, edible & non-edible oil & fats, marine products, drugs, plant & machinery goods, engineering



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goods & equipments, office equipments, hospital equipments, railway accessories, medicine, sugar & sugarcane, lubricants, tyres & tubes, automobile parts, furniture & wood made items toys, building plans, consumer products, consumer durables, mica & mica products, dry flowers and plants, printing, gold jewellery, books, stationery, papers, transportation, installation work and all other kinds of goods & merchandise and articles of industrial, commercial, domestic consumption of all kinds in India, to carry on the business as trading, importers, exporters of all other kinds of commodities, goods, services and to act as import & export houses, advisors, consultants for imports & exports, indenting agents, sellers & purchasers of licences, resale orders, permits & quota entitlements.

3. **CAIRO NIRYAT PRIVATE LIMITED ("CNPL" or the "Transferor Company No.1")**, having Corporate Identity number U51109WB1994PTC064242 and PAN No. AACCC1260B is a company incorporated on 2nd August, 1994 under the provisions of Companies Act, 1956 and having its registered office at 5 Hungerford Street, Kolkata-700017.

4. CNPL has been incorporated, inter-alia, with the following main objects:

a) To carry on the business as buyers, sellers, traders, merchants, indentors, brokers, agents, commission agents, assemblers, refiners, cultivators, miners, packers, stockists, distributors, advisors, hire purchasers of & in all kinds of rubberised cloth, food grains, dairy products, soap, detergents, biscuits, surgical, diagnostic, medical, pulses, leather & finished leather goods, leather garments, leather products, all related items in leather, electric & electronic components & goods, iron & steel, aluminium, mineral, ferrous & non-ferrous metal, stainless steel, jute and jute products, textile, cotton, synthetic, fibre, silk, yarn, wool & woollen goods, handicrafts, & silk, artificial synthetics, readymade garments, design, materials, process, printers in all textiles, wood & wood products, timber, cosmetics, stationery, tools & hardware, plastic & plastic goods, sugar, tea, coffee, paper packaging, material, chemicals, cement, spices, grain, factory materials, house equipments, rubber & rubberised products, fertilisers, agriculture fruit products, industrial products, computer data materials, software, paints, industrial & other gases, alcohol, liquor, edible & non-edible oil & fats, marine products, drugs, plant & machinery goods, engineering goods & equipments, office equipments, hospital equipments, railway accessories, medicine, sugar & sugarcane, automobile parts, building construction & materials, fur & fur made items & toys, building plans, consumer products, consumer durables, dry flowers and plants, printing, transportation and all other kinds of goods & merchandise, commodities and articles of consumption of all kinds in India & elsewhere.



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- (i) To carry on business as distributors, agents, traders, merchants, contractors, brokers & otherwise deal in merchandise, and article of all kinds including clearing agent, freight contractors, forwarding agents, licensing agents, general brokers and to carry on any kind of commercial business.
- (ii) To carry on the business of and to acquire by purchase or otherwise may subscribe for tender, exchange, hold, sell, transfer hypothecate deal in disposing of any shares, bonds, stocks, obligations, securities debentures, debenture-stocks, properties, certificates issued or guaranteed to a company constituted & carrying on business in India or elsewhere, Government central or state commissioners, port trust, public bodies or other authorities, supreme, municipal, local or otherwise whether in India or elsewhere.

5. **MAYAVATI TRADING PRIVATE LIMITED ("MTPL" or the "Transferor Company No.2")**, having Corporate Identity number U51109WB1996PTC000191 and PAN No. AACCM5965B is a company incorporated on 25th June, 1996 under the provisions of Companies Act, 1956 and having its registered office at 2 Hungerford Street, Kolkata-700017.

6. MTPL has been incorporated, *inter-alia*, with the following objects:

- a) To carry on the business as buyers, sellers, suppliers, traders, indentors, brokers, agents, commission agents, carriers or any other capacity, ~~assemblers, packers, stockists, distributors, to take & give agency, lessor, hire purchaser and dealers, sole selling agents of petroleum & petroleum products, kerosene oil & other allied products and oils, all types of property, computer and its allied products, confectionery, agricultural products & cultivation, electronic items, gases, iron & steel, films, oils, packing materials, papers, breweries, chemicals, textiles, rubber, bulbs & batteries, cements, tobacco & cigarettes, engineering goods & items, explosive products, glasses, fitting materials, jewellery, carbon, mines, sugar, timber & woods, vehicles, refractoriness, tyres & tubes, medicines, & in all kinds of ferrous and non-ferrous metals, industrial and other wastes and by products, consumer goods, household goods, cosmetic goods, hardware stores, plant, machinery, spare parts & accessories, vessel & other earth moving equipment, commercial and man made fibers, cellulose, viscose, rayon yarn & fibers, synthetic fibers & yarns and such other fibers for fibrous materials, including polyester filament yarn textiles of all kinds, ready-made garments, wool, silk, hemp, flax, and other business substance, blankets and any products of cotton, yarn & woollen textiles, ray jute & jute products, cement, chemicals & plastic, building materials, precious stones, wires, cable, conductors, coil & coil products, inorganic salt, dies & die intermediaries, paints & varnishes, plastic & petroleum~~



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products, petrochemicals & pharmaceutical products, pesticides, fungicides, insecticides, food grains, Bhujia, Papad, Namkin, iron & steel, aluminium, stainless steel, engineering goods, electrical goods, data computer, electronic goods, toys and their components, plywood & plywood products, ceramic & allied products, processed minerals including granite, explosive & granitic glass & glass wares, refractoriness, surgical & scientific apparatus & their products, leather goods, sports goods, paper ink, computer stationery, printer goods, seafood, spices, vegetables, wines, liquors & other alcoholic and non-alcoholic or synthetic drinks, oil seeds, essential oils, and fat & oil derivatives, tobacco products, handicrafts, books and periodicals, sports accessories, and arms wares and decors, raw materials and products of Marine Fish, Frozen Shrimps, sea food, animals, birds, reptiles, insects, bones, skins, arts and sculptures, watch, clock, musical instruments, furniture & fixtures, vehicles, aircraft, water, fruits, flowers and all types of agriculture and horticultural products, and all kinds of food preparation and all kinds of eatables tinned or preserved or otherwise that are made by bakers, confectioners, dairymen, grocers, ice merchants, wine merchants, sweetmeat sellers and food suppliers and to refine and to prepare all kinds of food provisions either prepared, manufactured or in raw state, and substances merchandise goods, machineries, commodities, implements and articles in India or in any part of the world.

b) To carry on the business as traders, dealers, wholesalers, retailers, combbers, scourers, spinners, weavers, finishers, producers, dyers and manufacturers and processors of yarns and fabrics of wool, cotton, jute, silk, rayon, nylon, hemp and other natural, synthetic, and/or fibrous substances including polyesters, polyacrylonitrile, polyvinyl acetate, cushion, acrylic fibres, polypropelene, polymers, monomers, elastomers and resins of all types, grades and copolymer formulations and forms or as processed goods including poluthene, polystyrene, polyvinyl chloride, polymethyl methacrylatem, epoxy resins, alkyd resins, melamine poly carbonates, polyimides or any other or new substances being improvements upon or modification of or being derived from additions to petrochemicals or other products resulting from any processes and/or manufacturers of materials from the waste realized from the above mentioned products either on its own account or on commission and to carry on the business as drapers and dealers of furnishing fabrics in all its branches as customers, ready-made dress and mantle makes, silk mergers, makers and suppliers, closing, linente and trimmings of every kind furniers, drapers, haberdashers, milliners, hosiery, glowers, face makers, rope makers, felt and tarpaulin makers, feather dressers, felt makers, dealers in and manufacturers of yarns, fabrics and materials of all kinds, varieties and substances, and also to carry on any business which the Board of Directors decided to do.



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also to deal in or process natural starch and other ancillaries and starch materials, dye-stuff, synthetic or chemical substances of all kinds and compounds and other substances, either basic, intermediates or otherwise as required for the above mentioned product or products.

- c) To carry on the business of importers and exporters of all commodities and services and to act as import and export houses, advisors, consultants, import and export, indenting agents, sellers and purchasers of licences, rebate orders, permits, quotas, entitlements and to enter into joint venture agreements.
- d) To acquire, sell, transfer, subscribe for, hold or otherwise deal in any shares, bonds, stocks, obligations issued or guaranteed by any Company or Companies constituted and carrying on business in India or elsewhere and debentures, stock-bonds, bonds, obligations and securities issued and guaranteed by any Government, public body or authority whether in India or elsewhere either out of its own funds or out of funds that it might borrow and to act as investors, guarantors, either with or without interest or security provided the Company shall not do any banking business as defined under the Banking Regulation act, 1949 but not to carry on any Chit Fund business.
- e) To carry on the business as spinners, weavers, manufacturers, balers and pressers of jute, jute cuttings, jute rejections, hemp, cotton, cotton textiles and any other fibrous (natural or chemical) materials and the cultivation thereof and the business of buyers, sellers and dealers of jute into jute cuttings, jute rejections, jute, hemp and any other fibrous material, oil seeds, and any other seeds and produce and of goods and merchandise made thereof and to transact all manufacturing or cutting and preparing process and mercantile business that may be necessary and expedient and to purchase and vend raw materials and manufactured articles, and to act as investors, underwriters, financiers, merchant bankers, portfolio management services, guarantors.
- f) To acquire by purchase, lease, exchange, hire or otherwise develop or operate land, buildings, any estate or interest in or hereditaments of any tenure or description including agricultural land, mines, farms quarries, gardens and any estate or interest therein, and any right over or connected with land and buildings so situated and construct, develop, or to turn the same to account as may seem expedient and in particular by preparing building sites, flats, houses, apartments, commercial complexes, by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining offices, rooms, flats, houses, restaurants, markets, shops, workshops, mills, factories, warehouses, cold storages, wharves, godowns, hotels, hostels, gardens, swimming ponds, playgrounds, buildings, works and conveniences of all kinds and selling, leasing, hiring or otherwise deal with or disposing of the same and to manage land, building and other properties, whether belonging to the company or not and to collect rents and income and to provide services.



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refreshments, attendance, light, waiting rooms, reading rooms, meeting rooms, electric and other conveniences commonly provided in flats, suits, residential and business units and to architects, consultants, designers, developers, builders, contractors, estate agents, merchants and dealers in building requisites and materials

7. SWAYMBHU CONSTRUCTIONS PRIVATE LIMITED (SCPL) [Transferor Company No.3], having Corporate Identity number U07010WB1984PTC037805 and PAN No. AADCS5772R is a company incorporated on 6th August, 1984 under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata-700017.

- 8. SCPL has been incorporated, inter-alia, with the following main objects:
 - a) To engage in the business of and investors in real estate for the benefit of its members, customers and general public and in particular of purchase, sale and trading of land and/or buildings and owing, buying, selling, developing, letting, sub-letting, maintaining, allotting, transferring allotment, administering, exchanging, mortgaging, accepting mortgage, renting, leasing, sub-leasing, surrendering, accepting surrender, accepting lease, tenancy or sub-tenancy, constructing, reconstructing, repairing, maintaining, extending, altering, demolishing land, buildings, tenements, blocks, flats, apartments, offices, godowns, garages & building sites through its own agency or through contractors and purchasing, holding in stock or selling materials or trading in construction materials and building accessories, electrical sanitary, plumbing and other fixtures, fittings, equipments, plant, machinery, tools and appliances, including furniture, fixtures, household goods and decoration materials.
 - b) To act as builders, promoters and developers of lands, buildings, buildings sites, townships and other building complexes and to undertake and execute building complexes and in connection therewith to act as contractors for execution of land and building projects of all kinds and otherwise as contractors as execution, construction & completion of all sorts of projects and in connection therewith to act as engineers, architects, draughtsmen, interior decorators and generally to deal in immovable properties of all descriptions and tenures by purchase and sale or otherwise as may be necessary.
 - c) To purchase for investments or resale, land and house and other property of any tenure and any interest therein and to create, sell and to deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property or any interest therein or generally to deal in, traffic by way of sale, lease, exchange or otherwise with land and house property, whether real or personal, and to purchase or otherwise acquire and to sell.

(signed)



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exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of, assign and deal with property and rights of all kinds.

9) To undertake and execute maintenance contracts for multi-storied and other building and townships, and other complexes of and in connection therewith.

5. HEAVEN MARKETING PRIVATE LIMITED ("HMPL" or the "Transferor Company No.4"), having Corporate Identity Number U51909WB1996PTC022511 and PAN No. AAACH6831M is a company incorporated on 7th February, 1996 under the provisions of Companies Act, 1956 and having its registered office at Hungerford Street, Kolkata-700017.

10. HMPL has been incorporated, inter-alia, with the following objects:

- a) To carry on the business as buyers, sellers, traders, merchants, indentors, brokers, agents, commission agents, assemblers, refiners, cultivators, miners, packers, stockists, distributors, purchasers, hire purchasers, share broker and sub broker, producer, marketing mediators, of & all kinds of rubberised cloth, food grains, dairy products, soap, detergents, biscuits, surgical equipments, medical, pulses, leather & finished leather goods, leather garments, leather products, all related items in leather, electric & electronic components & goods, iron & steel, aluminum, mineral, ferrous & non-ferrous, metal, stainless steel, jute and jute products, textile, cotton, synthetic, fibre, silk, yarn, wool & woolen goods, handicrafts, & silk, artificial synthetics, readymade garments, design, materials, process, printers in all textiles, wood & wood products, timber, cosmetics, stationery, tools & hardware, plastic & plastic goods, sugar, tea, coffee, paper packaging, material, chemicals, cement, spices, grain, factory materials, house equipments, rubber & rubberised products, fertilizers, agriculture fruit products, industrial products, computer data materials, software, paints, industrial & other gases, alcohol, liquor, edible & non-edible oil & fats, marine products, drugs, plant & machinery goods, engineering goods & equipments, office equipments, hospital equipments, railway accessories, medicine, sugar & sugarcane, automobile parts, share & securities, furniture & wood made items, toys, building plans, consumer products, consumer durables, dry flowers and plants, printing, transportation & all other kinds of goods and merchandise, commodities & articles of consumption of all kinds in India.
- b) To carry on business as distributors, agents, traders, merchants, contractors, brokers and otherwise deal in merchandise and article of all kinds including clearing agent, freight contractors, forwarding agents, licencing agents, general brokers and to carry on any kind of commercial business.
- c) To carry on business of rendering consultancy and advisory services in respect of foreign exchange, international financial services, and all related



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aspects thereof, to act as financial intermediaries to organise and provide syndicated financial engagements whether in domestic or in international markets and whether by way of loans & guarantees or credit in export and acceptances, co-acceptance and discounting of international bills, to act as representative in India for any persons, association, bank, financial institutions or a Company established in India or abroad, to arrange placement of funds by Indians or non-resident Indians in connection with any public or private issue of securities in India and to undertake business of rendering advisory services, data processors, relating to finance, investment, corporate affairs and management services.

11. ANSHU VENTURE PRIVATE LIMITED ("AVPL" or the "Transferor Company No.5"), having Corporate Identity number U52300WB2009PTC231980 and PAN No. AAHCA9275H is a company incorporated on 27th May, 2009 under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata-700017

12. AVPL has been incorporated, *inter-alia*, with the following main objects

a) To carry on in India or abroad the business of exporters, importers, agents, distributors, merchants, traders, stockiest, buy, sell, distribute or otherwise deal in commodities, goods, articles, materials and things of every description and kind such as computer and its parts and peripherals, laboratory equipments, cosmetics and toiletries, all types of beverages, chemicals and mixtures, cigarettes, electronics & electrical goods, plastic products, fertilisers, foods (canned or otherwise), glasses, liquor, iron & steel, machineries and equipments, building construction materials, packing materials, paper & pulp products, photographic film & paper, PVC & reins, rubber goods, cement, engineering & scientific instruments, oil of all kinds, motor cars & other vehicles and other accessories, coal, timber, cotton wool, jute, yarn, seed grains, rice, wheat, fruits, vegetables, tea, coffee, sugar, gum, tobacco, spices, silk, art silk, oil cakes, paints, varnishes, dyes, matches, cutlery, jewellery, diamonds, precious metals, groceries, all kinds of household articles and appliances, medicine, drugs, medical & pharmaceutical products and appliances, live stocks, hide, skin leather and goods made there from, hosiery, textiles of all kinds, products, readymade garments.

13. RAMESHWAR PROPERTIES PRIVATE LIMITED ("RPPL" or the "Transferor Company No.6"), having Corporate Identity Number U74900WB1953PTC020939 and PAN No. AABCR2566C is a company incorporated on 25th March, 1953 under the provisions of Companies Act, 1913 and having its registered office at Santosh Building, 9, Hungerford Street, Kolkata-700017.



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14. RPPL has been incorporated, *inter-alia*, with the following main objects:

- a) To acquire & undertake the said properties and assets, rights and liabilities of the parties hereto in connection therewith.
- b) To purchase for investment or resale, to reclaim or otherwise acquire and to traffic in land and house and other property, movable and immovable and to create, sell, deal in ground rents of any nature or description whatsoever and to purchase, take on lease or otherwise acquire forests & plantations and rights of ferry and to make advance on the security of land or house or other property or any interest therein, and generally to deal in, traffic by way of sale, lease, exchange or otherwise, with land & house property, forests and forest and agricultural produce, any other property whether movable or immovable and to encourage trade and traffic therein. (2) To develop the resources of any land to turn to account the land, buildings, forests, plantations and rights for the time being of the Company in such manner as the Company may think fit and by promoting immigration and establishing towns, markets, villages and settlements. (3) To carry on the business of exporters, Bankers and any other business which may seem calculated directly or indirectly to develop the Company's property. (4) To construct, carry out, support, maintain, improve, manage, work, operate, control & superintend any electric works, water works, gas works, reservoirs, tanks, ferries, roads, tramways, railroads, parks, gardens, dairies and other works and conveniences which the Company may think directly or indirectly to conduce to any of these objects or to contribute to or otherwise aid or take part in the construction, carrying out, support, maintenance, improvement, management, working operations, controlling & superintending of the same. (5) To lend money either with or without security and generally to such persons and upon such terms & conditions as the Company may think and in particular to persons undertaking to build or cultivate reclaim or improve any property in which the Company is or may be interested and to ryots, tenants, cultivators, builders & contractors. (6) To carry on and transact any other business and operations manufacturing, commercial, agricultural or otherwise, which the Company may think fit.
- c) To acquire or undertake the whole or any part of the business property of any person or company or carry on any business.
- d) To enter into partnership or any agreement of sharing profits, union of interest, co-operation, joint adventure, reciprocal concession, or otherwise with any person or company carrying on or engaged in or about to carry on engage in any business or transaction which this company is authorised to carry on or engage in or any business or transaction capable of being conducted so as to directly or indirectly benefit this Company, and to lend money to, guarantee the

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- contracts, or or otherwise assist any such person or Company and to take or otherwise deal with the same.
- n) To sell, let, exchange, lease or transfer the undertaking and property of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other Company having objects altogether or in part similar to those of this Company.
 - o) To promote any other Company for the purpose of acquiring all or any part of the property of this Company, or for any other purpose which may seem or appear indirectly calculated to benefit this Company.
 - p) To borrow in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise, charged upon all or any of the Company's property both present and future, including its uncalled capital.
 - q) To make, endorse, accept and issue promissory notes, hundis, bills of exchange, debentures and other negotiable or transferable instruments.
 - r) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges & concessions.
 - s) To take and otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company or carry on any business capable of being conducted so as directly or indirectly to benefit this Company.
 - t) To obtain any provisional order of the local government or act of the Legislative Council for enabling the Company to carry any of its objects into effect.
 - u) To invest & deal with monies of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
 - v) To establish, support and aid in the establishment and support of associations, instructions, funds, trusts etc. for the public, individual, animal etc. and subscribe and guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful objects and also to give, donate, spend or apply such portion of the movable properties as may be thought fit to objects of charity (public or private) or for advancement of learning or other public purpose or for the relief of the poor and distressed or animal or for the benefit of any individual or individuals or country or for religious purposes or any other laudable object including school, hospital, temple, sanatorium, ashram, university, widow's home, babies home, establishment of chairs, scholarships etc.

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n) To do all or any of the above things as principals, agents, contractors, trustees or otherwise and either along or in conjunction with other things as are or shall be in the opinion of the Company in General Meeting incidental or conducive to the attainment of all or any of the above objects

15. MANGALKAMNA AGENCY PRIVATE LIMITED ("MAPL" or the "Transferee Company No.7"), having Corporate Identity Number U51101WB2010PTC014602 and PAN No. AAGCM4970J is a company incorporated on 25th April, 2010 under the provisions of Companies Act, 1956 and having its registered office at Hungerford Street, Kolkata-700017.

16. MAPL has been incorporated, inter-alia, with the following main objects

a) To carry on the business as distributors, agents, traders, merchants, contractors, brokers and otherwise deal in merchandise and articles of all kinds including clearing agents, freight contractors, forwarding agents, procuring agents, general brokers and to carry any kind of commercial business. To carry on all or any kind of business as buyers, sellers, suppliers, growers, processors, traders, merchants, indenture brokers, agents, assemblers, stockiest of goods and commodities of any kind to work as commission agents, brokers, contractors, processors, order suppliers and dealing agents.

B. RATIONALE FOR THE SCHEME

The amalgamation of CNPL, MTPL, SCPL, HMPL, AVPL, RPPL and MAPL (the Transferor Companies Nos. 1 to 7) with RIPL, (the Transferee Company) would inter-alia, have the following benefits:

1) The Transferee Company (RIPL) is a Private limited company incorporated under the Companies Act, 1956. It was a registered as Non-deposit taking Non-Banking Financial Company bearing Registration No B 05 00898. The company was engaged in the Business of providing Non-Banking Financial Services like investing and trading in shares, debentures and other securities and providing different types of loans and Advances.

2) All the Applicant Companies belong to the same management group, thus post merger, there shall be no change in the management and control of the Transferee Company. The amalgamation of the 7 Transferor Companies with the Transferee Company would lead to a more efficient utilization of resources for future growth of the amalgamated entity.

3) The amalgamation will result in administrative and operational rationalization, organizational efficiencies, reduction in overheads and other expenses and optimal utilization of various resources. It will prevent cost duplication and the resultant operations would be substantially cost-efficient. Consequently, the



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Transferee Company will offer a strong financial structure and facilitate resource mobilization and achieve better cash flows. The synergies created by the amalgamation would increase the operational efficiency and integrate business functions.

→ To give effect to the proposals contained herein, this Scheme of Amalgamation is presented for approval to the Honble National Company Law Tribunal, Kolkata Bench

C. PARTS OF THE SCHEME

This Scheme of Amalgamation is divided into the following parts:

1. Part I deals with definitions of the terms used in this Scheme of Amalgamation and sets out the share capital of the Transferor Companies and the Transferee Company.
2. Part II deals with the transfer and vesting of the Undertaking (as hereinafter defined) of the Transferor Companies to and in the Transferee Company.
3. Part III deals with the issue of equity shares by the Transferee Company to the equity shareholders of the Transferor Companies, if any and details of purchase consideration.
4. Part IV deals with the accounting treatment for the amalgamation in the books of the Transferee Company.
5. Part V deals with the dissolution of the Transferor Companies and the general terms and conditions applicable to this Scheme of Amalgamation and other matters consequential and integrally connected thereto.

The amalgamation of the 7 Transferor Companies 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 Section 2(1B) of the Income Tax Act, 1961.

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PART I

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS:

In this Scheme, unless the context otherwise requires, the following expressions shall have the following meanings:

- (i). "Act" means the Companies Act, 2013 including any amendments, modifications, re-enactments or amendments for the time being in force;
- (ii). "Accounting Standards" or "AS" and "Indian Accounting Standards" or "Ind AS" means standards of accounting or any addendum thereto and as amended from time to time, as may be notified by the Central Government through Ministry of Corporate Affairs in consultation with the National Advisory Committee and shall include National Financial Reporting Authority, as may be applicable;
- (iii). "Appointed Date" means 1st April, 2019 or such other date as the Hon'ble National Company Law Tribunal, Kolkata Bench may direct;
- (iv). "Appropriate Authorities" means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or department or judicial body or authority including but not limited to Registrar of Companies, Regional Director, Official Liquidator, National Company Law Tribunal, Any Court having jurisdiction;
- (v). "Assets" in relation to the 7 Transferor Companies means Fixed Assets, Loans and Advances, Investments, Current Assets, Loan and Advances, debit balance in Profit and Loss account and any other Assets as per the books of the Transferor Companies as at 31st March, 2019;
- (vi). "AVPL" or "the Transferor Company No. 5" means Anshu Venture Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata 700017;
- (vii). "Board" means the Board of Directors of CNPL, HMPL, MTPL, SCPL, AVPL, RPPL, RIPL, and MAPL including any Committees thereof;
- (viii). "CNPL" or "the Transferor Company No. 1" means Cairo Nirvat Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata 700017;



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(ix). "Effective Date" means the later of the dates on which certified copies of the order of the NCLT, Kolkata Bench sanctioning the scheme are filed with Registrar of Companies, Kolkata;

(x). "HMPL" or "the Transferor Company No. 4" means Heaven Marketing Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 8, Hungerford Street, Kolkata 700017;

(xi). "Indian GAAP" means and refers to the generally accepted accounting principles as applicable in India, including inter-alia accounting standards and other authoritative pronouncements issued by the Institute of Chartered Accountants of India, or such other body or person having a right under applicable laws to issue such accounting standards and other authoritative pronouncements;

(xii). "Liabilities" in relation to the Transferor Companies means Loan Funds, Current Liabilities, Reserves and Surpluses (including balance in Profit and Loss Account), provisions and all other liabilities of the Transferor Companies as per the books of the Transferor Companies as at 31st March, 2019;

(xiii). "MAPL" or "the Transferor Company No.7" means Mangalkamla Agency Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata 700017;

(xiv). "MTPL" or "the Transferor Company No.2" means Mayavati Trading Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata 700017;

(xv). "NCLT" or "Tribunal" means the Hon'ble National Company Law Tribunal, Kolkata Bench under the Companies Act, 2013;

(xvi). "RIPL" or "the Transferee Company" means Rigmadirappa Investments Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata 700017;

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(xvii). "RPPL" or "the Transferor Company No.6" means Rameshwar Properties Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 8, Hungerford Street, Kolkata 700017;

(xviii). "Scheme" means the Scheme of Amalgamation in the form submitted to the NCLT, Kolkata Bench for sanction or with any modification approved or imposed or directed by the Tribunal.

(xix). "SCPL" or "the Transferor Company No.3" means Swyambh Construction Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 6, Hungerford Street, Kolkata 700017;

(xx) 'Transferor Companies' nos. 1 to 7, means AVPL, CNPL, HMPL, MAPL, MTPL, RPPL, SCPL and more fully defined in clauses 1.a.6, 1.a.8, 1.a.11, 1.a.14, 1.a.16, 1.a.17, 1.a.19 of this Part.

(xxi). "Transferee Company" or "the Transferee Company" means Rigmadirappa Investments Private Limited is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 9, Hungerford Street, Kolkata 700017;

(xxii). "Undertaking of Transferor Companies" shall mean and include the following:

- a. All the assets, properties, current assets, investments, claims, authorities, allotments, approvals, consents, licenses, registration, contracts, concessions, engagements, arrangements, estates, interests, intellectual property rights, powers, rights and titles, benefits and advantages, of whatsoever nature and wherever situated of every description belonging to or in the ownership, power or possession and in the control of or vested in or granted in favor of or enjoyed by Transferor Companies as on the Appointed Date, and
- b. All the debts, duties, liabilities and obligations of every description of or pertaining to Transferor Companies standing in the books of Transferor Companies as on the Appointed Date as provided herein.
- c. Without prejudice to the generality of the foregoing mentioned hereinabove, the term "Undertaking of Transferor Companies" shall include the entire business which is being carried out under the name and style of Transferor Companies and shall include the advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorizations, benefits, capital work-in-



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progress; concessions, rights and assets, industrial and intellectual property rights of any nature whatsoever and licenses in respect thereof intangibles investments, leasehold rights, liberties, patents, permits, consents, clearances, approvals, certificates, powers of every kind, nature and description whatsoever, privileges, quota rights, registration, reserves, waivers, acknowledgements, including but not limited to the relevant factory licences, environmental clearances/consents/approvals, all supply arrangements/ linkages/ agreements and all properties, movable and immovable, real, corporeal or incorporeal wheresoever situated, and all benefits including subsidies, grants, incentives, tax credits, electricity permits, right to use and avail of telephones, telexes, facsimile, connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, trade names, all other utilities held by Transferor Companies or to which Transferor Companies are entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/or deposits including security deposits paid by Transferor Companies and all other interest wheresoever situated, belonging to or in the ownership, power, possession of or in the control of or vested in or granted in favor of or enjoyed by or arising to Transferor Companies.

2. SHARE CAPITAL:

a. The Details of Capital Structure of RIPL (the Transferee Company) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
10,60,000 Equity Shares of Rs. 100/- each	1,06,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
10,57,788 Equity Shares of Rs. 10/- each	1,05,77,880.00

b. The Details of Capital Structure of CNPL (the Transferor Company No. 1) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
36,70,000 Equity Shares of Rs. 10/- each	3,67,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
33,35,332 Equity Shares of Rs. 10/- each	3,23,53,320.00

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c. The Details of Capital Structure of **MTPL** (the Transferor Company No. 3) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
1,00,000 Equity Shares of Rs. 10/- each	10,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
99,000 Equity Shares of Rs. 10/- each	9,90,000.00

d. The Details of Capital Structure of **SCPL** (the Transferor Company No. 2) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
50,000 Equity Shares of Rs. 10/- each	5,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
28,020 Equity Shares of Rs. 10/- each	2,80,200.00

e. The Details of Capital Structure of **HMPL** (the Transferor Company No. 4) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
3,00,000 Equity Shares of Rs. 10/- each	30,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
2,47,100 Equity Shares of Rs. 10/- each	24,71,000.00

f. The Details of Capital Structure of **AVPL** (the Transferor Company No. 5) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
50,000 Equity Shares of Rs. 10/- each	5,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
19,500 Equity Shares of Rs. 10/- each	1,95,000.00

g. The Details of Capital Structure of **RPPL** (the Transferor Company No. 6) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
11,000 Equity Shares of Rs. 100/- each	11,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
10,800 Equity Shares of Rs. 100/- each	10,80,000.00

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h. The Details of Capital Structure of MAPL (the Transferor Company No. 7) as on 31st March, 2019 is as follows:

Authorized Capital	Amount (INR)
20,000 Equity Shares of Rs. 10/- each	2,00,000.00
Issued, Subscribed and Paid-up Capital	Amount (INR)
20,000 Equity Shares of Rs. 10/- each	2,00,000.00

PART II

TRANSFER AND VESTING OF UNDERTAKING OF TRANSFEROR COMPANIES

1. TRANSFER OF "UNDERTAKING" OF TRANSFEROR COMPANIES:

1.1 Generally: Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking of the Transferor Companies shall pursuant to the sanction of this Scheme by the Tribunal and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, be and stand transferred to and 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 done, made, executed so as to become, as and from the Appointed Date, the undertaking of the Transferee Company in virtue of and in the manner provided in this Scheme.

1.2. Transfer of assets:

Without prejudice to the generality of Clause 1.1 above, upon coming into effect of this Scheme and with effect from the Appointed date:

a) All the assets and properties comprised in the Undertaking, of whatsoever nature and wheresoever situated, whether or not recorded in the books of the Transferor Companies, including assets and properties acquired on or after the appointed date, 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.

b) Without prejudice to the provisions of 1.2 (a) above, in respect of such of the assets and properties of the Transferor Companies 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 Companies and shall, upon such transfer, become the assets and properties of the Transferee Company as at



integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.

- c) In respect of movables other than those dealt with in clause (b) above, all assets including sundry debts, receivables, bills, drafts, bank balances, advances, if any, whether recoverable in cash or in kind or for value received, bank balances, investments, earnest money and deposits with any Government, quasi government, local or other authority or body 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 without any notice or other intimation to the debtors (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company)
- d) All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and 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 Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, 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 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.

1.3. Transfer of Liabilities:

1.3.1. 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), duties and obligations and undertakings (including warranties and guarantees given) if any of the Transferor Companies of every kind, nature and description whatsoever and howsoever arising, raised or incurred or contracted for or by any of the



operations (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the Tribunal and under 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 all charge, encumbrance, lien or security thereon and the same shall be deemed to be the liabilities of the Transferee Company to the extent they are outstanding on the Appointed 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 Companies, 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.

1.3.ii. All debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date, whether or not provided in the books of the Transferor Companies, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Companies 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, which shall meet, discharge and satisfy the same.

1.3.iii. Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Companies as on the appointed Date have been discharged or satisfied by the Transferor Companies 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.

1.3.iv. All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies in the ordinary course of its business after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

1.3.v. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort, etc.) shall be



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rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies 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 entries shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.

1.4. Encumbrances:

1.4.i. The transfer and vesting of the assets comprised in the Undertaking to and in the Transferee Company under Clauses 1.2 and 1.3 of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.

1.4.ii. All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the Transferor Companies 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 Companies, 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 Companies over its assets after the date of filing of the Scheme without the prior written consent of the Board of Directors of the Transferee Company.

1.4.iii. 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 Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.

1.4.iv. 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.

1.4.v. 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.



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except to the extent that such amendment is required statutorily or by necessary implication.

1.4.vi. The provisions of this Clause shall operate in accordance with the provisions of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue of any security document, all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

1.5. CONTRACTS, DEEDS ETC.:

1.5.i. 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 Companies are party or to the benefit of which the Transferor Companies 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 Companies, the Transferee Company had been a party or beneficiary or obligee or obligor thereto or thereunder.

1.5.ii. 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 Companies 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 Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.

1.5.iii. 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 Companies 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 there under, and the rights and benefits



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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.

1.6. LEGAL PROCEEDINGS: On and from the Appointed Date, all suits, actions, claims and legal proceedings, if any by or against the Transferor Companies, pending and/or arising on or before the Effective Date shall be continued and 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.

1.7. TRANSFER OF PROFITS AND RESERVES With effect from the Appointed Date, all profits, reserves, income accruing to or losses and expenditure (including payment of penalty, damages or such litigation) arising or incurred by the Undertaking of Transferor Companies shall for all purposes, be treated as the profits or reserves or income or losses or expenditure, as the case may be, of Transferee Company.

1.8. TRANSFER OF AUTHORISED CAPITAL: Upon the Scheme becoming effective, without any further act or deed, the Authorized Capital of the Transferor Companies as on the Appointed Date shall stand merged with the Authorized Capital of Transferee Company, and the Transferee Company shall not be liable to pay any fees or other levy on such increase of authorized capital. That any excessive amount to be paid for Authorized Capital shall be complied with as per the provisions of section 232(3)(i) of the Companies Act, 2013

1.9. CONDUCT OF BUSINESS:

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

1.9.i. The Transferor Companies 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

1.9.ii. All the profits or income accruing or arising to the Transferor Companies, 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 Companies 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.

1.9.iii. All taxes (including income tax, sales tax, excise duty, customs duty, stamp duty, etc.)



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tax, VAT, GST etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Companies and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, etc. (VAT, GST etc.), whether by way of deduction at source, advance payment or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of its business after 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.

1.9.iv. On the Scheme becoming effective, the Transferee Company shall be entitled to file/ revise its income tax returns, TDS Returns and other statutory returns if required and shall have the right to claim refunds, depreciation benefits etc. if any, and also the income returns filed by the Transferor Companies so far as is necessitated on account of the Scheme becoming effective from 1st April, 2019 being the Appointed Date under the Scheme.

1.9.v. Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Companies shall be deemed to have been exercised by the Transferor Companies 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 Companies shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.

1.10. No changes in the terms and conditions of the employment of Transferor Companies Employees: From the date of acceptance of the Scheme by the respective Boards of Transferor Companies and Transferee Company, the Transferor Companies shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business;

1.11. Enforcement of Legal Proceedings: All proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitration, execution proceedings, revisions, writ petitions, if any) by or against Transferor Companies shall not abate, be discontinued or be in any way prejudicially affected by reasons of this Scheme or the transfer of the Undertaking of Transferor Companies or of anything contained in this Scheme, but the said proceedings, shall till the Effective Date be continued, prosecuted and enforced by or against Transferor Companies as if this scheme had not been made and thereafter be continued, prosecuted and enforced by or against Transferee Company in the same manner and to the same extent as they would or



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might have been continued, prosecuted, enforced by or against Transferor Companies if this Scheme had not been made. Transferee Company shall take steps to have the abovementioned proceedings continued in its name.

1.12. **Enforcement of Contracts:** Subject to the other provisions of this Scheme, if lawful agreements, arrangement, bonds, contracts, deeds and other instruments of whatsoever nature relating to the Undertaking of Transferor Companies and to which Transferor Companies is a party to or to the benefit of which it may be eligible in which are subsisting or operative or having effect, shall till the Effective Date be in full force and effect and may be enforced as fully and effectual, as if the Scheme had not been made and thereafter, shall be in full force and effect against or in favor of Transferee Company, as the case may be, and may be enforced as fully and effectual as if, instead of Transferor Companies, Transferee Company had been a party or beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between Transferee Company and other parties thereto. Transferee Company shall enter and/or issue and/or execute deeds, writings or confirmations or enter into any arrangement, confirmations or novations in order to give formal effect to the provisions of this Clause, if so required or if it becomes necessary.

1.13. **Rights of Shareholders:** The holders of shares of Transferor Companies and Transferee Company shall, save as otherwise provided under this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends from the respective companies of which they are members till the Effective Date.

1.14. **Place of Vesting:** The vesting of the Undertakings shall by virtue of the provisions of this Scheme and the effect of the provisions of Section 232 of the said Act, take place at the registered office of Transferee Company.

2. APPLICABILITY OF PROVISIONS OF INCOME TAX ACT, 1961 AND OTHER TAX LAWS

Upon the Scheme becoming effective, the Transferor Companies and the Transferee Company are expressly permitted to revise their respective financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act 1961, central sales tax, applicable state value added tax, service tax laws, 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.



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3. EMPLOYEES OF TRANSFEROR COMPANIES:

Upon the coming into effect of this Scheme:

3.1. Employees, if any, of the Transferor Companies who are in its employment as on the Effective Date shall become employees of the Transferee Company from and after the Effective Date without any break or interruption in service and shall continue on the same conditions as to employment and remuneration not less favorable than those which they are engaged or employed by the Transferor Companies.

3.2. It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Pension Fund, Superannuation Fund or any other Special Fund or Trusts (hereinafter referred to as Fund or Funds) created or existing for the benefit of the staff, workmen and employees of CNPL, MTPL, SCPL, HMPL, AVPL, RPPL & MAPL if any, shall become trusts/funds of RIPL for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of CNPL, MTPL, SCPL, HMPL, AVPL, RPPL & MAPL in relation to such Fund or Funds shall become those of RIPL. It is clarified that the services of the staff and employees of CNPL, MTPL, SCPL, HMPL, AVPL, RPPL & MAPL will be treated as having been continuous for the purpose of the said Fund or Funds.

4. SAVING OF CONCLUDED TRANSACTIONS: Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Companies under Clause 3 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies 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 Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

PART III

ISSUE OF SHARE CAPITAL, IF ANY

1. ISSUE OF EQUITY SHARES BY RIPL

a) ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF CNPL -Upon the Scheme becoming operative, in consideration of the transfer and vesting of CNPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere) issue and allot to every member of CNPL whose name is recorded in the Register of Members of CNPL on the Record Date or his/her heirs, executors,



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administrators or the successors in title, as the case may be 8 Equity Shares of Rs. 10/- each in Transferee Company, credited as fully paid up for every 100 Equity Share of Rs. 10/- each, fully paid-up, held by such member in CNPL on such terms and conditions as the Board of Transferee Company may determine.

c) III.a.ii. ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF MTPL-Upon the Scheme becoming operative, in consideration of the transfer and vesting of MTPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere) issue and allot to every member of MTPL whose name is recorded in the Register of Members of MTPL on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be 6 Equity Shares of Rs. 10/- each in Transferee Company, credited as fully paid up for every 100 Equity Share of Rs. 10/- each, fully paid-up, held by such member in MTPL, on such terms and conditions as the Board of Transferee Company may determine.

d) ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF SCPL-Upon the Scheme becoming operative, in consideration of the transfer and vesting of SCPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere) issue and allot to every member of SCPL whose name is recorded in the Register of Members of SCPL on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be 84 Equity Shares of Rs. 10/- each in Transferee Company, credited as fully paid up for every 100 Equity Share of Rs. 10/- each, fully paid-up, held by such member in SCPL on such terms and conditions as the Board of Transferee Company may determine.

e) ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF HMPL-Upon the Scheme becoming operative, in consideration of the transfer and vesting of HMPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere) issue and allot to every member of HMPL whose name is recorded in the Register of Members of HMPL on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be 41 Equity Shares of Rs. 10/- each in Transferee Company, credited as fully paid up for every 100 Equity Share of Rs. 10/- each, fully paid-up, held by such member in HMPL on such terms and conditions as the Board of Transferee Company may determine.

f) ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF AVPL-Upon the Scheme becoming operative, in consideration of the transfer and vesting of AVPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere)



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issue and allot to every member of AVPL whose name is recorded in the Register of Members of AVPL on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be 50 Equity Shares of Rs.10/- each in Transferee Company, credited as fully paid up for every 100 Equity Share of Rs.10/- each, fully paid-up, held by such member in AVPL, on such terms and conditions as the Board of Transferee Company may determine.

f) **ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF RPPL**-Upon the Scheme becoming operative, in consideration of the transfer and vesting of RPPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere) issue and allot to every member of RPPL whose name is recorded in the Register of Members of RPPL on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be 40 Equity Shares of Rs.10/- each in Transferee Company, credited as fully paid up for every Equity Share of Rs. 100/- each, fully paid-up, held by such member in RPPL, on such terms and conditions as the Board of Transferee Company may determine.

g) **ISSUE OF EQUITY SHARES TO SHAREHOLDERS OF MAPL**-Upon the Scheme becoming operative, in consideration of the transfer and vesting of MAPL in Transferee Company in terms of this Scheme, Transferee Company shall without any further application or deed (except as outlined elsewhere) issue and allot to every member of MAPL whose name is recorded in the Register of Members of MAPL on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be 49 Equity Shares of Rs.10/- each in Transferee Company, credited as fully paid up for every 100 Equity Share of Rs.10/- each, fully paid-up, held by such member in MAPL, on such terms and conditions as the Board of Transferee Company may determine.

2) No shareholder of any of the Transferor Companies shall be allotted any fractional shares in the Transferee Company. That upon becoming the Scheme operative, the shareholders will not receive any money against any fractional share as calculated in the valuation report of the Company as submitted and also that the fractional share of 0.5 or below will be rounded off to lower value and the fractional share of 0.5 or above will be rounded off to upper value.

3) All shares held by Transferee Company in the 7 Transferor Companies or vice versa or Transferor Companies inter-se shall stand cancelled. Further, any sum of money owed by Transferee Company in the Transferor Companies or vice versa or Transferor Companies inter-se shall stand cancelled. If any share



cancellation leads to reduction of capital of the Transferee Company, this scheme shall also be treated as a scheme for reduction of capital to that extent.

4. The new Shares to be issued and allotted in terms hereof will be subject to Memorandum and Articles of Association of the Transferee Company.

5. Approval of Appropriate Authorities. For the purpose of issue and allotment of equity shares as aforesaid, Transferee Company shall, if and to the extent required, apply for and obtain the requisite consent or approval of appropriate authorities concerned for the issue and allotment by Transferee Company to the respective members of the Transferor Companies of the Equity Shares. However, the issue and allotment of shares being an integral part of the Scheme, no further approval of shareholders of Transferee Company would be necessary for the same.

6. Transferee Company to increase its Authorized Capital. Transferee Company shall before allotment of the Equity Shares in terms of the Scheme, increase its Authorized Share Capital, if necessary, by the creation of at least such number of Shares of Rs.10/- each as may be necessary to satisfy its obligations under the provisions of the Scheme.

PART IV

ACCOUNTING TREATMENT

1. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY:

a. Upon the coming into effect of this scheme and with effect from the appointed date, the Transferee Company shall account for amalgamation in its books as per the applicable Accounting Standard 14.

b. When an amalgamation is effected after the Balance Sheet date but before the issuance of the financial statements of either party to the amalgamation, disclosure should be made in accordance with AS 4, 'Contingencies and Events Occurring After the Balance Sheet Date', but the amalgamation should not be incorporated in the financial statements. In certain circumstances, the amalgamation may also provide additional information affecting the financial statements themselves, for instance, by allowing the going concern assumption to be maintained.

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PART V

DISSOLUTION OF TRANSFEROR COMPANIES
GENERAL TERMS AND CONDITIONS

a. DISSOLUTION OF TRANSFEROR COMPANIES:

i. Upon the Scheme being sanctioned and an Order being made by the Tribunal under Section 232 of the Act, the 7 Transferor Companies shall stand dissolved with winding up on the Effective Date.

b. APPLICATION TO THE NCLT, KOLKATA BENCH FOR SANCTIONING SCHEME:

i. Joint Application by the Transferor Companies and Transferee Company: The

Transferor Companies and the Transferee Company shall jointly with reasonable dispatch, make applications/petitions under Section 230 and 232 and other applicable provisions of the said Act to the NCLT, Kolkata Bench for sanctioning of this Scheme of Amalgamation and for appropriate Orders under the applicable provisions of the Act for carrying this Scheme into effect.

ii. It is hereby clarified that submissions of the Scheme to the Tribunal and to any authorities for their respective approvals is without prejudice to all rights, interest titles and defenses that Transferor Companies and Transferee Company has or may have under or pursuant to all applicable laws.

c. MODIFICATIONS TO THE SCHEME:

i. Scheme subject to Modifications: The Scheme shall be subject to such modifications as the Tribunal while sanctioning the same may direct and which the Board of Transferor Companies and Transferee Company may consent and agree to.

ii. Modifications and Amendments to Scheme: The Transferor Companies (by its Board of Directors) and the Transferee Company (by its Board of Directors) either by themselves or through a Committee appointed by them in this behalf, may in their full and absolute discretion, make and/or assent to any alteration, or modification in this Scheme, including but not limited to those which the Tribunal and/or any other authority may deem fit approve or propose.

iii. Withdrawal of Scheme: In the event that any conditions proposed by the Tribunal are found unacceptable for any reason whatsoever by the 7 Transferor companies or by the Transferee Company, then the Transferor Companies and/or Transferee Company shall be entitled to withdraw the Scheme in which even no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

d. APPLICABILITY OF THE RESERVE BANK OF INDIA CIRCULAR:

In terms of RBI Circular DNBR (PD) GG NO. 065/03 TO 001/2015-16 dated July 08, 2015 prior written approval of the Reserve Bank of India is required for

i. Any takeover or acquisition of control of NBFC

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ii Any change in the shareholding of a NBFC, including progressive increases over time, which would result in acquisition/transfer of shareholding of 25% or more of the Paid up share capital of the NBFC.

iii Any change in the management of an NBFC which would result in change in more than 50% of the directors, excluding independent directors.

Since the present scheme of amalgamation lead to change in more than 50% shareholding pattern of the Transferee Company (RIPL) therefore the approval of Reserve Bank of India is required. The Company has approached the Reserve Bank of India for the No-Objection Certificate with regard to the amalgamation of RIPL.

e. SCHEME CONDITIONAL ON APPROVALS AND SANCTIONS:

The Scheme is conditional upon and subject to the following approvals/permissions and the amalgamation shall be deemed to be complete on the date on which the effect of such approval/permissions shall have been obtained.

g.i. Approval of Members/ Creditors of Transferor Companies and Transferee Company: The approval and agreement of the Scheme by the requisite majority of Equity Shareholders and the Creditors of the Transferor Companies and the Transferee Company, have been received and hence, prayer has been submitted in the Application for dispensing the calling of meeting of members and creditors. Necessary resolutions have been passed under the said Act and the consents of members & creditors have been annexed herewith.

g.ii Sanction of NCLT, Kolkata Bench: The sanction of the National Company Law Tribunal, Kolkata Bench under Section 230 and 232 and other applicable provisions of the said Act in favour of the Transferor Companies and the Transferee Company.

f. COSTS AND EXPENSES:

All costs, charges and expenses of Transferor Companies and Transferee Companies respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Undertakings in pursuance of this Scheme shall be borne and paid by the respective companies.

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Sri Trading Private Limited Director	Carpo Nirvat PVT. LTD. Director	NANGAL KALINA AGENCY PVT. LTD. Director	Heaton Marketing Pvt. Ltd. Director
RSHU Contractors Private Limited Director	RSHU VENTURE PVT. LTD. Director	RSHU INVESTMENTS PRIVATE LIMITED Director	
	Rameshwar Properties Private Limited Director		



SCHEDULE OF ASSETS

Schedule of Assets as on 31st March,2019 of Cairo Niryat Private Limited("Transferor Company No 1"), Mayavati Trading Private Limited("Transferor Company No 2"), Swyambhu Constructions Private Limited("Transferor Company No 3"), Heaven Marketing Private Limited("Transferor Company No 4"), Anshu Venture Private Limited, ("Transferor Company No 5"), Rameshwar Properties Private Limited, ("Transferor Company No 6"), Mangalkamna Agency Private Limited("Transferor Company No 7") to be transferred to and vested in Rignadirappa Investments Private Limited (Transferee Company).

PART - 1

A short description of the freehold properties of Cairo Niryat Private Limited (the Transferor Company No. 1):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	11,23,8798.00
Long Term Loans & Advances	43,639,749.00
Short Term Loan and advances	2,84,745.00
Total	55,16,3292.00

A short description of the freehold properties of Mayavati Trading Private Limited(the Transferor Company No.2):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	53,99,999.00
Long Term Loans & Advances	1,17,711.00
Total	55,17,710.00

A short description of the freehold properties of Swyambhu Constructions Private Limited(the Transferor Company No.3):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	10,86,305.00
Long Term Loans & Advances	42,57,332.00
Total	53,43,637.00

A short description of the freehold properties of Heaven Marketing Private Limited(the Transferor Company No.4):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	18,63,5000.00
Long Term Loans & Advances	8,73,723.00
Total	19,50,8723.00

A short description of the freehold properties of Anshu Venture Private Limited(the Transferor Company No.5):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	18,82,000.00
Short Term Loan and advances	64,400.00
Tangible Assets	1,129.00
Total	19,47,529.00



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A short description of the freehold properties of Rameshwar Properties Private Limited (the Transferor Company No.6):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	3,88,86,772.00
Tangible Assets	11,24,251.00
Long Term Loans & Advances	5,01,12,426.00
Total	9,01,23,449.00

A short description of the freehold properties of Mangalkamna Agency Private Limited (the Transferor Company No.7):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Non-Current Investments	18,50,000.00
Total	18,50,000.00

PART - II

Short description of all stocks, shares, debentures and other charges-in-action of Cairo Niryat Private Limited (the Transferor Company No. 1):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Cash & Bank Balances	2,85,638.00
Inventories	8,075.00
Total	2,93,713.00

<u>LIABILITIES</u>	<u>Amount (Rs.)</u>
Long Term Borrowings	3,84,308.00
Short-Term Borrowings	5,25,940.00
Other Current Liabilities	56,900.00
Short-Term Provision	11,52,340.00
Total	21,19,488.00

Short description of all stocks, shares, debentures and other charges-in-action of Mayavati Trading Private Limited (the Transferor Company No.2):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Cash & Bank Balances	42,970.00
Other Current Assets	1,96,408.00
Total	2,39,378.00

<u>LIABILITIES</u>	<u>Amount (Rs.)</u>
Other Long term Liabilities	26,50,64.00
Short-Term Borrowings	40,77,494.00
Other Current Liabilities	1,43,195.00
Total	44,85,753.00

Short description of all stocks, shares, debentures and other charges-in-action of Swyambhu Constructions Private Limited (the Transferor Company No.3):

<u>ASSETS</u>	<u>Amount (Rs.)</u>
Cash & Bank Balances	18,16,637.00
Other Current Assets	2,35,188.00
Total	20,51,825.00

<u>LIABILITIES</u>	<u>Amount (Rs.)</u>
Other Current Liabilities	3,49,744.00

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Short-Term Borrowings	23,56,276.00
Total	27,06,020.00

Short description of all stocks, shares, debentures and other charges-in-action of **Heaven Marketing Private Limited** (the Transferor Company No.4):

ASSETS	Amount (Rs.)
Cash & Bank Balances	11,96,541.00
Total	11,96,541.00

LIABILITIES	Amount (Rs.)
Other Current Liabilities	61,546.00
Other Long Term Liabilities	1,95,000.00
Short-Term Provision	70,062.00
Total	3,26,608.00

Short description of all stocks, shares, debentures and other charges-in-action of **Anshu Venture Private Limited** (the Transferor Company No.5):

ASSETS	Amount (Rs.)
Cash & Bank Balances	31,896.00
Other Current Assets	4,187.00
Total	36,083.00

LIABILITIES	Amount (Rs.)
Other Current Liabilities	10,000.00
Short-Term Borrowings	39,000.00
Total	49,000.00

Short description of all stocks, shares, debentures and other charges-in-action of **Rameshwar Properties Private Limited** (the Transferor Company No.6):

ASSETS	Amount (Rs.)
Cash & Bank Balances	1,09,317.00
Total	1,09,317.00

LIABILITIES	Amount (Rs.)
Other Current Liabilities	30,87,108.00
Short-Term Borrowings	9,07,183.00
Short-Term Provision	68,290.00
Total	40,62,581.00

Short description of all stocks, shares, debentures and other charges-in-action of **Mangalkamma Agency Private Limited** (the Transferor Company No.7):

ASSETS	Amount (Rs.)
Cash & Bank Balances	1,37,510.00
Total	1,37,510.00

LIABILITIES	Amount (Rs.)
Other Current Liabilities	10,000.00
Short-Term Borrowings	15,000.00
Total	25,000.00



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Kolkata Bench