

# **RADHASHREE FINANCE LIMITED (L15491WB1975PLC030290)**

(formerly Panorama Capital Market Limited)

REGD OFF: NICCO HOUSE- 5<sup>TH</sup> FLOOR

2, HARE STREET

KOLKATA-700001

PH NO : 2248-4871, 2248-4930

E-Mail:-radhashreefinance@gmail.com

Notice is hereby given that the Extra Ordinary General Meeting of the members of M/s Radhashree Finance Limited will be held on Wednesday The 15<sup>th</sup> Day of April, 2020 at 2.30 PM at the registered office of the Company at 2, Hare Street 5th Floor Kolkata - 700001, to transact the following businesses:

## **Special Business:**

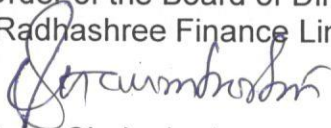
### **APPROVAL OF SCHEME OF AMALGAMATION**

**To consider and, if thought fit to pass with or without modification(s), the following resolution as a Special Resolution:**

“**RESOLVED THAT** pursuant to the provisions of Section Section 2 (46) and Subsidiaries companies as defined under section 2(87) of the Companies Act, 2013.and any other applicable provisions, if any of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 including any statutory modifications, amendments, re-enactments thereof for the time being in force and applicable Regulations of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirement) Regulations, 2015 [“SEBI (LODR) Regulations”], the provisions of the Memorandum and Articles of Association of the Company and subject to the requisite approvals, sanctions, consents, confirmations, permissions from Regional Director, Eastern Region, Ministry of Corporate Affairs or such other competent authority as may be applicable in this regard and subject to such other conditions or guidelines, if any, as may be prescribed or stipulated by any such authorities, from time to time, while granting such approvals, sanctions, consents, confirmations, permissions, the Scheme of Amalgamation between wholly owned subsidiaries namely Anand Potato Cold Storage Private Limited, Awadh Heemghar Private Limited, Worthwhile Traders Private Limited, Neminath Vinimay Limited)(“Transferor Companies”) and Radhashree Finance Limited (“Transferee Company”) and their respective shareholders and creditors” (“Scheme”), with effect from 1st April, 2019 (First day of April, Two Thousand and nineteen) being the appointed date, be and is hereby approved”.

“**RESOLVED FURTHER THAT** the Board be and is hereby authorized, empowered and directed to do all such acts, deeds, matters and things, as may be considered requisite, desirable, appropriate or necessary to give effect to aforesaid resolution and to effectively implement the arrangements embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the statutory authorities, while sanctioning the amalgamation embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as may be deemed fit and proper.”

By Order of the Board of Directors  
For Radhashree Finance Limited



Santanu Chakraborty

Managing Director

March 13, 2020

Registered Office:

2,Hare Street, 5<sup>th</sup> Floor,

Kolkata-700003

CIN: L15491WB1975PLC030290

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## **EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013:**

The Scheme of the amalgamation of Wholly Owned Subsidiaries namely Anand Potato Cold Storage Private Limited, Awadh Heemghar Private Limited, Worthwhile Traders Private Limited and Neminath Vinimay Limited with Radhashree Finance Limited (“Transferee Company”) was approved by the Board of Directors of the Transferor Companies and Transferee Company at its Meeting held on 16<sup>th</sup> December 2019, and 17<sup>th</sup> December 2019.

The Transferee Company holds 99.29% equity shares of Worthwhile Traders Private Limited and remaining 0.71% of equity shares of Worthwhile Traders Private Limited is hold by Neminath Vinimay Limited which is the subsidiary of Transferee Company.

The Transferee Company holds 98.67% equity shares of Anand Potato Cold Storage Private Limited and remaining 1.33% of equity shares of Anand Potato Cold Storage Private is hold by Neminath Vinimay Limited which is the subsidiary of Transferee Company.

The Transferee Company holds 95.80% of equity shares of Neminath Vinimay Limited and remaining 4.20% of equity shares of Neminath Vinimay Limited is hold by Worthwhile Traders Private Limited which is the subsidiary of Transferee Company.

And The Transferee Company holds 91.87% equity shares of Awadh Heemghar Private Limited and remaining 8.13% of Awadh Heemghar Private Limited is hold by Neminath Vinimay Limited which is the subsidiary of Transferee Company.

It is proposed to amalgamate the Transferor Companies with the Transferee Company considering various benefits arising from amalgamation. Amalgamation will lead to operational synergies, greater efficiency and economical operations for future growth of the combined entities. There would be more efficient utilization of capital, superior deployment of brand promotion, sales strategies and create a consolidated and simplified holding structure with a wider presence in the segment. Amalgamation will prevent cost duplication and result in administrative and operational rationalization and promote organizational efficiencies.

Section 233 of the Companies Act, 2013 provides for a fast track Amalgamation of a Wholly Owned Subsidiary with its Holding Company. Considering that the Transferor Companies are Wholly Owned Subsidiaries of the transferee Company, it is proposed to amalgamate the Wholly Owned Subsidiaries with the Holding Company under Section 233 which requires consent of the members.

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A draft Scheme of Amalgamation is proposed for the approval of the Shareholders at the meeting. The Draft Scheme has also been filed with the Registrar of Companies and Official Liquidators at Kolkata, inviting objections or suggestions, if any, on the draft Scheme. The objections and suggestions, received from the Registrar of Companies and Official Liquidators shall be consider at the meeting before approving the Scheme of Amalgamation.

The Board accordingly recommends the passing of the said resolution as contained in the Notice for approval by the Members as Special Resolution.

None of the Directors, Key Managerial Personnel and their relatives are in any way concerned or interested, financially or otherwise, directly or indirectly in the proposed resolution.

In this regard the following documents are attached to this Notice and Explanatory Statement:

1. Scheme of Amalgamation as Annexure I as per Rule 25(3) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
2. Details required to be given as per Section 233 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 as Annexure II as per Rule 25(3)(a) of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
3. Declaration of solvency by the Company in Form CAA 10 as Annexure III as per Rule 25(3)(b)of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
4. List of creditors as Annexure- IV

All other material documents pertaining to the above resolution shall be available for inspection by the Members at the Registered Office of the Company.

The above explanatory statement in respect of Item No. 1 sets out all facts to enable the Members to understand the meaning, scope and implications of these items of business and to take a decision thereon

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## NOTES:

1. **A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF / HER-SELF AND THE PROXY NEED NOT BE A MEMBER.** Pursuant to the provisions of section 105 of the Companies Act, 2013, a person can act as proxy on behalf of not more than 50 (fifty) Members and holding in aggregate not more than ten percent of the total share capital of the Company. Members holding more than ten percent (10%) of the total share capital of the Company may appoint a single person as proxy, who shall not act as proxy for any other Member.

***Proxy in order to be effective should be duly stamped, completed, signed and deposited at the registered office of the company not less than 48 hours before the time for holding the meeting.***

2. Corporate members intending to send their authorized representatives to attend the Meeting are requested to send to the Company a certified copy of the Board Resolution authorizing their representative to attend and vote on their behalf at the Meeting.
3. For the convenience of members and for proper conduct of the meeting, ***entry to the place of meeting will be regulated by attendance slip, which is a part of the Notice. Members are requested to sign at the place provided on the attendance slip and hand it over at the entrance to the venue.***

***Members / proxies should bring the duly filled Attendance Slip attached herewith to attend the meeting. Duplicate Attendance Slip and / or copies of the Scheme of Amalgamation shall not be issued/ available at the venue of the Meeting.***

Members, who hold shares in dematerialized form, are requested to bring their Client ID and DP ID Nos. for easier identification of attendance at the meeting

4. The Register of Directors and Key Managerial Personnel and their shareholding will be available for inspection by the members at the EGM.
5. A member desirous of getting any information on the accounts of the Company is requested to send the queries to the Company at least 10 days in advance of the meeting.
6. The Register of Members and Share Transfer Books of the Company shall remain closed from for the purpose of Extra Ordinary General Meeting-Not Applicable.
7. Members holding shares in physical form are requested to intimate change in their registered address mentioning full address in block letters with Pin code of the Post Office and bank particulars to the Company's Registrar and Share Transfer Agent and in case of members holding their shares in electronic form, this information should be given to their Depository Participants immediately.

Members whose shareholding is in the electronic mode are requested to inform change of address and updates of savings bank account details to their respective depository participants. Members are encouraged to utilize the Electronic Clearing System (ECS) for receiving dividends.

8. The Notice of the EGM along with the Scheme of Amalgamation are being sent by electronic mode to those Members whose e-mail addresses are registered with the Company / Depositories, unless any Member has requested for a physical copy of the said documents. For Members who have not registered their e-mail addresses, physical copies of the above mentioned documents are being sent. All these above mentioned documents will also be available on the Company's website [www.radhashreefinancelimited.com](http://www.radhashreefinancelimited.com) for download by the Members. We, request the Members to update their email address with their depository participant to ensure that the Scheme of Amalgamation reach them on their preferred email address. Members holding shares in physical form may intimate us their e-mail address along with name, address and folio no. for registration at [radhashreefinance@gmail.com](mailto:radhashreefinance@gmail.com).
9. As mandated by The Securities and Exchange Board of India (SEBI), every participant in the securities market has to submit Permanent Account Number (PAN). Members holding shares in electronic form are, therefore, requested



to submit the PAN to their Depository Participants with whom they are maintaining their demat accounts. Members holding shares in physical form can submit their PAN details to the Company / RTA.

## 10. Voting through electronic means

- I. In compliance with provisions of Section 108 of the Companies Act, 2013, Rule 20 of the Companies (Management and Administration) Rules, 2014 as amended by the Companies (Management and Administration) Amendment Rules, 2015 and Clause 35B of the Listing Agreement, the Company is pleased to provide members facility to exercise their right to vote on resolutions proposed to be considered at the Extra Ordinary General Meeting (EGM) by electronic means and the business may be transacted through e-Voting Services. The facility of casting the votes by the members using an electronic voting system from a place other than venue of the EGM ("remote e-voting") will be provided by National Securities Depository Limited (NSDL).
- II. The facility for voting through ballot paper shall be made available at the EGM and the members attending the meeting who have not cast their vote by remote e-voting shall be able to exercise their right at the meeting through ballot paper.
- III. The members who have cast their vote by remote e-voting prior to the EGM may also attend the EGM but shall not be entitled to cast their vote again.
- IV. The remote e-voting period commences on **12<sup>th</sup> April, 2020 (9:00 am)** and ends on **14<sup>th</sup> April, 2020 (5:00 pm)**. During this period members' of the Company, holding shares either in physical form or in dematerialized form, as on the **cut-off date of 8<sup>th</sup> April, 2020**, may cast their vote by remote e-voting. The remote e-voting module shall be disabled by NSDL for voting thereafter. Once the vote on a resolution is cast by the member, the member shall not be allowed to change it subsequently **The process and manner for remote e-voting are as under:**
  - A. In case a Member receives an email from NSDL [for members whose email IDs are registered with the Company/Depository Participant(s)] :
    - (i) Open email and open PDF file viz; "remote e-voting.pdf" with your Client ID or Folio No. as password. The said PDF file contains your user ID and password/PIN for remote e-voting. Please note that the password is an initial password.
    - (ii) Launch internet browser by typing the URL: <https://www.evoting.nsdl.com/>
    - (iii) Click on Shareholder - Login
    - (iv) Put user ID and password as initial password/PIN noted in step (i) above. Click Login.
    - (v) Password change menu appears. Change the password/PIN with new password of your choice with minimum 8 digits/characters or combination thereof. Note new password. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
    - (vi) Home page of remote e-voting opens. Click on remote e-voting: Active Voting Cycles.
    - (vii) Select "EVEN" of "Radhashree Finance Limited".
    - (viii) Now you are ready for remote e-voting as Cast Vote page opens.
    - (ix) Cast your vote by selecting appropriate option and click on "Submit" and also "Confirm" when prompted.
    - (x) Upon confirmation, the message "Vote cast successfully" will be displayed.
    - (xi) Once you have voted on the resolution, you will not be allowed to modify your vote.
    - (xii) Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer through **e-mail to mayur@alpassociates.in with a copy marked to [evoting@nsdl.co.in](mailto:evoting@nsdl.co.in)**

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- B. In case a Member receives physical copy of the Notice of EGM [for members whose email IDs are not registered with the Company/Depository Participants(s) or requesting physical copy] :**
- (i) Initial password is provided in the Annexure or at the bottom of the Attendance Slip for this EGM (enclosed herewith).
  - (ii) Please follow all steps from Sl. No. (ii) to Sl. No. (xii) above, to cast vote.
- V.** In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Members and remote e-voting user manual for Members available at the downloads section of [www.evoting.nsdl.com](http://www.evoting.nsdl.com) or call on toll free no.: 1800-222-990.
- VI.** If you are already registered with NSDL for remote e-voting then you can use your existing user ID and password/PIN for casting your vote.
- VII.** You can also update your mobile number and e-mail id in the user profile details of the folio which may be used for sending future communication(s).
- VIII.** The voting rights of members shall be in proportion to their shares of the paid up equity share capital of the Company as on the **cut-off date 8<sup>th</sup> April, 2020**.
- IX.** Any person, who acquires shares of the Company and become member of the Company after dispatch of the notice and holding shares as of the **cut-off date i.e. 8<sup>th</sup> April** may obtain the login ID and password by sending a request at [evoting@nsdl.co.in](mailto:evoting@nsdl.co.in) or [radhashreefinance@gmail.com](mailto:radhashreefinance@gmail.com).
- However, if you are already registered with NSDL for remote e-voting then you can use your existing user ID and password for casting your vote. If you forgot your password, you can reset your password by using "Forgot User Details/Password" option available on [www.evoting.nsdl.com](http://www.evoting.nsdl.com) or contact NSDL at the following toll free no.: 1800-222-990.
- X.** A member may participate in the EGM even after exercising his right to vote through remote e-voting but shall not be allowed to vote again at the EGM.
- XI.** **A person, whose name is recorded in the register of members or in the register of beneficial owners maintained by the depositories as on the cut-off date only shall be entitled to avail the facility of remote e-voting as well as voting at the EGM through ballot paper.**
- XII.** Mr. Mayur Agarwal, Practicing Chartered Accountant having Membership No. 302458 of 4, Ganesh Chandra Avenue, 7<sup>th</sup> Floor, Kolkata-700013 has been appointed as the Scrutinizer for providing facility to the members of the Company to scrutinize the voting and remote e-voting process in a fair and transparent manner.
- XIII.** The Chairman shall, at the EGM, at the end of discussion on the resolutions on which voting is to be held, allow voting with the assistance of scrutinizer, by use of "Ballot Paper" for all those members who are present at the EGM but have not cast their votes by availing the remote e-voting facility.
- XIV.** The Scrutinizer shall after the conclusion of voting at the general meeting, will first count the votes cast at the meeting and thereafter unblock the votes cast through remote e-voting in the presence of at least two witnesses not in the employment of the Company and shall make, not later than three days of the conclusion of the EGM, a consolidated scrutinizer's report of the total votes cast in favour or against, if any, to the Chairman or a person authorized by him in writing, who shall countersign the same and declare the result of the voting forthwith.
- XV.** The Results declared alongwith the report of the Scrutinizer shall be placed on the website of the Company [www.radhashreefinancelimited.com](http://www.radhashreefinancelimited.com) and on the website of NSDL immediately after the declaration of result by the Chairman or a person authorized by him in writing. The results shall also be immediately forwarded to The Calcutta Stock Exchange Limited.
11. Since e-voting facility is provided to the Members pursuant to the provisions of Section 108 of the Companies Act, 2013, read with Companies (Management and Administration) Rules, 2014, voting by show of hands are not allowed.

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## ATTENDANCE SLIP

(To be handed over at the entrance of the Meeting Hall)

Folio No.: \_\_\_\_\_ DP-ID No.: \_\_\_\_\_ Client-ID No. \_\_\_\_\_

Name of Member(s): \_\_\_\_\_

Name of the Proxy holder: \_\_\_\_\_

Registered Address: \_\_\_\_\_  
\_\_\_\_\_

Number of Shares Held: \_\_\_\_\_

I hereby record my presence of the **EXTRA ORDINARY GENERAL MEETING** of the Company held on Wednesday the 15<sup>th</sup> Day of April, 2020 at 2.30 PM at Registered Office of the Company at 2, Hare Street 5th Floor Kolkata - 700001.

\_\_\_\_\_  
Signature of the Member / Representative / Proxy Holder\*

\* Strike out whichever is not applicable

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

## FORM OF PROXY

Folio No.: \_\_\_\_\_ DPID No. : \_\_\_\_\_ Client ID No.: \_\_\_\_\_

Name of the Member(s): \_\_\_\_\_ Email Id: \_\_\_\_\_

Registered Address: \_\_\_\_\_

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

1. Name: \_\_\_\_\_ E-mail Id \_\_\_\_\_

Address: \_\_\_\_\_ or failing him/her

2. Name: \_\_\_\_\_ E-mail Id \_\_\_\_\_

Address: \_\_\_\_\_ or failing him/her

3. Name: \_\_\_\_\_ E-mail Id \_\_\_\_\_

Address: \_\_\_\_\_

as my / our Proxy to vote for me / us, on my / our behalf at the **EXTRA ORDINARY GENERAL MEETING** of the Company held on Monday The 15<sup>th</sup> Day of April, 2020 at 2.30 PM at Registered Office of the Company at 2, Hare Street 5th Floor Kolkata – 700001 and at any adjournment thereof in respect of the following resolutions:

Resolution No.	Description of Resolution	FOR	AGAINST
1.	Approving The Scheme Of Amalgamation		

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2020. Signature of Member \_\_\_\_\_

Signature of Proxyholder(s): 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Revenue  
Stamp

**NOTE:** The Form of Proxy duly completed must be deposited at the Registered Office of the Company, 2, Hare Street 5th Floor Kolkata – 700001 not later than 48 hours before the time for holding the meeting.



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## ANNEXURE TO THE NOTICE FOR THE EXTRA ORDINARY GENERAL MEETING OF THE COMPANY TO BE HELD ON 15<sup>TH</sup> DAY OF April, 2020

Name & Registered Address  
of Sole/First named Member:

Joint Holders Name (If any) :

Folio No. / DP ID & Client ID :

No. of Equity Shares Held :

Dear Shareholder,

### **Subject: Process and manner for availing E-voting facility:**

Pursuant to Provisions of Section 108 of the Companies Act, 2013, Rule 20 of the Companies (Management and Administration) Rules, 2014 as amended by the Companies (Management and Administration) Amendment Rules, 2015 and Clause 35B of the Listing Agreement, the Company is pleased to provide E-voting facility to the members to cast their votes electronically on all resolutions proposed to be considered at the Extra Ordinary General Meeting (EGM) to be held on Wednesday , 15<sup>th</sup> day of April, 2020 at 2.30 PM. at 2, Hare Street, 5<sup>th</sup> Floor, Kolkata- 700001 and at any adjournment thereof. The Company has engaged the services of National Securities Depository Limited (NSDL) to provide the e-voting facility. The e-voting facility is available at the link <https://www.evoting.nsdl.com>.

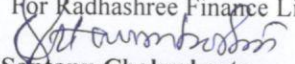
The Electronic Voting Particulars are set out below:

<b>EVEN (Electronic Voting Event Number)</b>	<b>USER – ID</b>	<b>PASSWORD</b>

The E-voting facility will be available during the following voting period:

<b>Remote e-Voting start on</b>	<b>Remote e-Voting end on</b>
12 April, 2020 at 9:00 A.M. (IST)	14 April, 2020 at 5:00 P.M. (IST)

Please read the instructions mentioned in point no.12 of the Notice before exercising your vote.

By Order of the Board  
For Radhashree Finance Limited  
  
Santanu Chakraborty  
Managing Director

Place: Kolkata

Date: March 13, 2020

Encl: EGM Notice/ Attendance Slip / Proxy Form/Scheme of Amalgamation

**SCHEME OF AMALGAMATION**

**UNDER SECTION 233 OF THE COMPANIES ACT, 2013**

**BETWEEN**

**ANAND POTATO COLD STORAGE PRIVATE LIMITED**  
(SUBSIDIARY AND TRANSFEROR COMPANY NO. 1)

**AND**

**AWADH HEEMGHAR PRIVATE LIMITED**  
(SUBSIDIARY AND TRANSFEROR COMPANY NO. 2)

**AND**

**WORTHWHILE TRADERS PRIVATE LIMITED**  
(SUBSIDIARY AND TRANSFEROR COMPANY NO. 3)

**AND**

**NEMINATH VINIMAY LIMITED**  
(SUBSIDIARY AND TRANSFEROR COMPANY NO. 4)

**WITH**

**RADHASHREE FINANCE LIMITED**  
(HOLDING AND TRANSFEREE COMPANY)

**PREAMBLE**

The Scheme has been drawn as applicable to “WHOLLY OWNED SUBSIDIARIES AND HOLDING COMPANIES” as all the Companies involved fall within the definition of Holding Company as defined under Section 2 (46) and Subsidiaries companies as defined under section 2(87) of the Companies Act, 2013.

**CONTENTS OF THE SCHEME**

<b>SL.NO.</b>	<b>PARTS</b>	<b>CONTENTS</b>
<b>1.</b>	<b>PART I</b>	<b>GENERAL</b>
<b>2.</b>	<b>PART II</b>	<b>DEFINITION AND SHARE CAPITAL</b>
<b>3.</b>	<b>PART III</b>	<b>TRANSFER AND VESTING OF UNDERTAKING OF TRANSFEROR</b>

		<b>COMPANIES</b>
<b>4.</b>	<b>PART IV</b>	<b>ISSUE OF EQUITY SHARES BY THE TRANSFEREE COMPANY</b>
<b>5.</b>	<b>PART V</b>	<b>ACCOUNTING TREATMENT</b>
<b>6.</b>	<b>PART VI</b>	<b>DISSOLUTION OF TRANSFEROR COMPANIES AND GENERAL TERMS AND CONDITIONS</b>

## **PART-I**

### **GENERAL**

#### **A. DESCRIPTION OF COMPANIES AND BACKGROUND:**

1. ANAND POTATO COLD STORAGE PRIVATE LIMITED, company incorporated on 28<sup>th</sup> Day of April, 2008 under the provisions of the Companies Act, 1956 (CIN: U63023WB2008PTC125223) and having its Registered Office at 77, Netaji Subhas Road 3<sup>rd</sup> Floor, Room No. 303, Kolkata - 700001 in the State of West Bengal (hereinafter referred to as **“THE TRANSFEROR COMPANY NO. 1”** or "THE AMALGAMATING COMPANY"), the TRANSFEROR COMPANY NO. 1 is presently engaged in trading business. The shares of the TRANSFEROR COMPANY NO. 1 is not listed in any stock exchange. Shareholding Pattern of the Company is annexed Separately. The Company’s Memorandum and Article of Association authorizes to Merge/Amalgamate with any other Company **vide Clause No. III B 20.**
2. AWADH HEEMGHAR PRIVATE LIMITED, company incorporated on 29<sup>th</sup> Day of October , 2007 under the provisions of the Companies Act, 1956 (CIN: U45400WB2007PTC120117) and having its Registered Office at 77, Netaji Subhas Road 3<sup>rd</sup> Floor, Room No. 303, Kolkata - 700001 in the State of West Bengal (hereinafter referred to as **“THE TRANSFEROR COMPANY NO. 2”** or "THE AMALGAMATING COMPANY"), the TRANSFEROR COMPANY NO.

2 is presently engaged in trading business. The shares of the TRANSFEROR COMPANY NO. 2 are not listed in any stock exchange. Shareholding Pattern of the Company is annexed Separately. The Company's Memorandum and Article of Association authorizes to Merge/Amalgamate with any other Company **vide Clause No. III B 20.**

3. WORTHWHILE TRADERS PRIVATE LIMITED, company incorporated on 26<sup>th</sup> Day of March, 1996 under the provisions of the Companies Act, 1956 (CIN: U51109WB1996PTC078479) and having its Registered Office at 77, Netaji Subhas Road 3<sup>rd</sup> Floor, Room No. 303, Kolkata - 700001 in the State of West Bengal (hereinafter referred to as **"THE TRANSFEROR COMPANY NO. 3"** or "THE AMALGAMATING COMPANY"), the TRANSFEROR COMPANY NO. 3 is presently engaged in trading Business. The shares of the TRANSFEROR COMPANY NO. 3 are not listed in any stock exchange. Shareholding Pattern of the Company is annexed Separately. The Company's Memorandum and Article of Association authorizes to Merge/Amalgamate with any other Company **vide Clause No. III B 9.**

4. NEMINATH VINIMAY LIMITED, company incorporated on 17<sup>th</sup> Day of October, 2012 under the provisions of the Companies Act, 1956 (CIN: U51909WB2012PLC187346) and having its Registered Office at 77, Netaji Subhas Road 3<sup>rd</sup> Floor, Room No. 303, Kolkata - 700001 in the State of West Bengal (hereinafter referred to as **"THE TRANSFEROR COMPANY NO. 4"** or "THE AMALGAMATING COMPANY"), the TRANSFEROR COMPANY NO. 4 is presently engaged in trading Business. The shares of the TRANSFEROR COMPANY NO. 3 are not listed in any stock exchange. Shareholding Pattern of the Company is annexed Separately. The Company's Memorandum and Article of Association authorizes to Merge/Amalgamate with any other Company **vide Clause No. III B 46.**

5. RADHASHREE FINANCE LIMITED, company incorporated on 30<sup>th</sup> Day of October, 1975 under the provisions of the Companies Act, 1956 (CIN:

L15491WB1975PLC030290) and having its Registered Office at 2 Hare Street, 5<sup>th</sup> Floor, Kolkata - 700001 in the State of West Bengal (hereinafter referred to as "**THE TRANSFEREE COMPANY**" or "THE AMALGAMATED COMPANY"), the **TRANSFEREE COMPANY** is presently engaged in Business of Non Banking Finance Companies. The shares of the **TRANSFEREE COMPANY** are listed in Calcutta Stock Exchange. Shareholding Pattern of the Company is annexed Separately. The Company's Memorandum and Article of Association authorizes to Merge/Amalgamate with any other Company **vide Clause No. III B 35**.

6. This Scheme Of Amalgamation provides for the amalgamation of the **TRANSFEROR COMPANIES (Subsidiary Companies)** with the **TRANSFEREE COMPANY (Holding Company)** pursuant to Sections 233 and other relevant provisions of the Companies Act, 2013 and read with Companies (Compromises, Arrangements and Amalgamations) Rules 2016,

#### **B. RATIONALE FOR THE SCHEME:**

The amalgamation of the Transferor Companies with the Transferee Company would *inter alia* have the following benefits:

- a) All the **TRANSFEROR COMPANIES** are engaged in trading Business whereas **TRANSFEREE COMPANY** is engaged in the Business of Non Banking Finance Companies. The business of the **TRANSFEROR COMPANIES** and the **TRANSFEREE COMPANY** can be combined and carried forward conveniently with combined strength;
- b) The amalgamation will enable the **TRANSFEREE COMPANY** to consolidate its line of business by restructuring and re-organizing its business activities and Capital Structure;
- c) The amalgamation will enable the amalgamated company to broaden their business activities under the roof of the **TRANSFEREE COMPANY**;

- d) The amalgamation will result in economy of scale including reduction in overhead expenses relating to management and administration in better and more productive utilization of various resources;
- e) The business of the Company can be conveniently and advantageously combined together and in general business of the Company concerned will be carried on more economically and profitably under the said scheme;
- f) The said Scheme of Amalgamation will enable the establishment of a larger company with larger resources and a larger capital base enabling further development of the business of the company concerned. The said scheme will also enable the undertakings and business of the said applicant company to obtain greater facilities possessed and enjoyed by one large company compared with a number of small Company for raising capital, securing and conducting trade on favorable terms and other benefit;
- g) The said scheme will contribute in furthering and fulfilling the objects of the Company concerned and in the growth and development of these businesses;
- h) The said scheme will strengthen and consolidate the position of the amalgamated company and will enable the amalgamated company to increase its profitability;
- i) The said scheme will enable the undertakings concerned to pool their resources and to expand their activities;
- j) The said scheme will enable the Company concerned to rationalize and streamline their management, business and finances and to eliminate duplication of work to their common advantages;
- k) The said scheme will have beneficial results for the Company concerned, their shareholders, employees and all other concerned,



In view of the aforesaid, the Board of Directors of the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** have considered and proposed the amalgamation of the entire undertaking and business of the **TRANSFEROR COMPANIES** with the **TRANSFeree COMPANY** in order to benefit the stakeholders of all company. Accordingly, the Board of Directors of the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** has formulated this Scheme of Amalgamation for the transfer and vesting of the entire undertaking and business of the **TRANSFEROR COMPANIES** with and into the **TRANSFeree COMPANY** pursuant to the provisions of Section 233 of the Companies Act, 2013 and other relevant provisions of the Act.

- C. The amalgamation of the 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 the relevant provisions of the Income Tax Act, 1961 including but not limited to Section 2(1B) and Section 47 thereof. If any of the terms of provisions of this Scheme are found or interpreted to be inconsistent with the provisions of the said sections and other related provisions at a later date including due to result from an amendment of law or for any other reason whatsoever up to the Effective Date, the provisions of the said sections and other related provisions of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) and other relevant provisions of the Income Tax Act, 1961.

## **PART-II**

### **DEFINITIONS AND SHARE CAPITAL**

#### **1. DEFINITIONS**

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

- A. **"The Act"** means the the Companies Act, 2013 or any statutory modifications or re-enactment thereof for the time being in force.
- B. **"The Appointed Date"** means 1st day of April, 2019.
- C. **"BOARD OF DIRECTORS"** or **"BOARD"** means the board of directors of the **TRANSFEROR COMPANIES** or the **TRANSFeree COMPANY**, as the case may be, and shall include a duly constituted committee thereof;
- D. **"The Effective Date"** means the last of the dates on which the certified or authenticated copy of the orders of the Regional Director, Ministry Of Corporate Affairs sanctioning the Scheme are filed with the concerned Registrar of Companies by the **TRANSFEROR COMPANIES** and by the **TRANSFeree COMPANY**, Any references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date.
- E. **"GOVERNMENTAL AUTHORITY"** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentally thereof or arbitration or arbitral body having jurisdiction over the territory of India;
- F. **"RECORD DATE"** means the date to be fixed by the Board of Directors of the **TRANSFeree COMPANY** for the purpose of determining the names of the equity shareholders of the **TRANSFEROR COMPANIES** as applicable, who shall be entitled to shares of the **TRANSFeree COMPANY** upon coming into effect of this Scheme;
- G. **"SCHEME"** or **"THE SCHEME"** or **"THIS SCHEME"** means this Scheme of Amalgamation drawn pursuant to SEC 233 of the Companies Act, 2013, in its present form submitted to the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs at Kolkata with any modification(s) made under clause No. 14 of Part-VI of

this scheme,

**H. "THE CENTRAL GOVERNMENT"** means the "REGIONAL DIRECTOR, EASTERN REGION, MINISTRY OF CORPORATE AFFAIRS" or such authority as may be prescribed under section 233 of the Companies Act, 2013 or Rules therein.

**I. "UNDERTAKING"** means the whole of the undertaking and entire business of the **TRANSFEROR COMPANIES** as a going concern, including (without limitation):

- i. All the assets and properties (whether movable or Immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Companies, Including but not limited to, plant and machinery, equipment, buildings and structures, offices, residential and other Premises, vehicles, sundry debtors, furniture, fixtures, office equipment including computers, laptops, printers and servers, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), and interests in its subsidiaries, cash in hand, balances and deposits with banks, loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Companies, financial assets, leases (Including lease rights), hire purchase contracts and assets, leasing contracts and assets lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies In relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other Intellectual property rights of any nature whatsoever, Know how, good will, rights to use and avail of

- telephones, telexes, facsimile, email, internet, leased line connections and installations, websites, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits), easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the **TRANSFEROR COMPANIES** and advantages of whatsoever nature and where so ever situated in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the **TRANSFEROR COMPANIES** or in connection with or relating to the **TRANSFEROR COMPANIES** and all other ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies;
- ii. All the liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the Transferor Companies, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised;
  - iii. All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, assignments, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and operations of the Transferor Companies;
  - iv. All records, files, papers, computer programs, manuals, data, catalogues, sales material}, lists of customers and suppliers, other

- customer information and all other records and documents relating to the business activities and operations of the Transferor Companies;
- v. All permanent employees engaged by the **TRANSFEROR COMPANIES** as on the Effective Date.
- J.** All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, and other applicable laws, rules, regulations and byelaws, as the case may be, or any statutory amendment(s) or re-enactment thereof, for the time being in force,
- K.** The words importing the singular shall include the plural and words importing any gender shall include every gender.

## **2. SHARE CAPITAL**

### **A. TRANSFEROR COMPANY NO.1**

The authorized, subscribed and paid-up share capital of the **TRANSFEROR COMPANY NO. 1** as on March 31, 2019 was as under:

<b>Particulars</b>	<b>Rs.</b>
<b>AUTHORISED SHARE CAPITAL</b>	76,00,000
76000 equity shares of Rs. 100/- each	
<b>ISSUED, SUBSCRIBED AND PAID-UP</b>	75,15,000
75,150 equity shares of Rs. 100/- each	

### **B. TRANSFEROR COMPANY NO.2**

The authorized, subscribed and paid-up share capital of the **TRANSFEROR COMPANY NO. 2** as on March 31, 2019 were as under:

<b>Particulars</b>	<b>Rs.</b>
<b>AUTHORISED SHARE CAPITAL</b>	25,00,000

25,000 equity shares of Rs. 100/- each	
<b>ISSUED, SUBSCRIBED AND PAID-UP</b>	24,59,000
24,590 equity shares of Rs. 100/- each	

### C. TRANSFEROR COMPANY NO.3

The authorized, subscribed end paid-up share capital of the **TRANSFEROR COMPANY NO. 3** as on March 31, 2019 was as under:

<b>Particulars</b>	<b>Rs.</b>
<b>AUTHORISED SHARE CAPITAL</b>	30,00,000
300000 equity shares of Rs. 10/- each	
<b>ISSUED, SUBSCRIBED AND PAID-UP</b>	28,05,000
2,80,500 equity shares of Rs. 10/- each	

### D. TRANSFEROR COMPANY NO.4

The authorized, subscribed end paid-up share capital of the **TRANSFEROR COMPANY NO. 4** as on March 31, 2019 was as under:

<b>Particulars</b>	<b>Rs.</b>
<b>AUTHORISED SHARE CAPITAL</b>	5,00,000
50,000 equity shares of Rs. 10/- each	
<b>ISSUED, SUBSCRIBED AND PAID-UP</b>	5,00,000
50,000 equity shares of Rs. 10/- each	

### E. TRANSFEREE COMPANY

#### I. PREMERGER

The authorized, subscribed end paid-up share capital of the **TRANSFEREE COMPANY** as on March 31, 2019 was as under:

<b>Particulars</b>	<b>Rs.</b>
<b>AUTHORISED SHARE CAPITAL</b>	5,64,00,000
56,34,000 Equity Shares of Rs. 10 Each	



600 Preference Shares of Rs. 100 Each	
<b>ISSUED, SUBSCRIBED AND PAID-UP</b>	3,11,44,080
31,09,408 Equity Shares of Rs. 10 Each	
500 Preference Shares of Rs. 100 Each	

## II. POSTMERGER

The authorized, subscribed and paid-up share capital of the **TRANSFeree COMPANY** as on March 31, 2019 was as under:

<b>Particulars</b>	<b>Rs.</b>
<b>AUTHORISED SHARE CAPITAL</b>	7,00,00,000
59,84,000 Equity Shares of Rs. 10 Each	
1,01,000 Equity Shares of Rs. 100 Each	
600 Preference Shares of Rs. 100 Each	
<b>ISSUED, SUBSCRIBED AND PAID-UP</b>	3,11,44,080
31,09,408 Equity Shares of Rs. 10 Each	
500 Preference Shares of Rs. 100 Each	

### 3. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

## PART-III

### TRANSFER AND VESTING OF UNDERTAKING OF TRANSFEROR COMPANIES

#### 1. TRANSFER OF UNDERTAKING

Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking, pursuant to the sanction of this Scheme by the Central Government, Regional Director, Eastern Region,

Ministry of Corporate Affairs, in accordance with the provisions of Sections 233 and other applicable provisions, if any, of the Act and read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the **TRANSFEEE COMPANY**, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed as to become, as and from the Appointed Date, the Undertaking of the **TRANSFEEE COMPANY** by virtue of and in the manner provided in this Scheme.

### **1.1 TRANSFER OF ASSETS**

Without prejudice to the generality, upon the 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 where so ever situated, shall, under the provisions of Section 233 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 Clause (a) above, in respect of such of the assets and properties of the Undertaking as are movable in nature or incorporeal property or are otherwise Capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the **TRANSFEROR COMPANIES** and shall, upon such transfer, become the assets and properties of the **TRANSFEEE COMPANY** as an 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 including sundry debts, receivables, bills, credits, loans and advances of the Undertaking, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority as with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the **TRANSFEEE 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 233 and all other applicable provisions, If any, of the Act, without any further act, Instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the **TRANSFEEE 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 **TRANSFEEE COMPANY** and shall remain valid, effective and enforceable on the same terms and conditions.
- e) The **TRANSFEROR COMPANIES** shall, if so required, also give

notice in such form as It may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs, in accordance with Sections 233 and all other applicable provisions, if any, of the Act, the said debtors should pay to the **TRANSFEEE COMPANY** the debt, loan or advance or make the same on account of the **TRANSFEROR COMPANIES** and the right of the **TRANSFEROR COMPANIES** to recover or realize the same stands vested In the **TRANSFEEE COMPANY**.

- f) All assets and properties of the **TRANSFEROR COMPANIES** as on the Appointed Date, whether or not Included in the books of the respective **TRANSFEROR COMPANIES**, and all assets and properties which are acquired by the **TRANSFEROR COMPANIES** on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the **TRANSFEEE COMPANY**, and shall under the provisions of Sections 233 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested In and be deemed to have been transferred to and vested in the **TRANSFEEE COMPANY** upon the coming into effect of this Scheme. Provided however that no onerous assets shall have been acquired by the **TRANSFEROR COMPANIES** after the Appointed Date without the consent of the **TRANSFEEE COMPANY** as provided for in this Scheme.

#### **1.2 TRANSFER OF LIABILITIES:**

- (i) 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,

sundry creditors, liabilities (Including contingent liabilities), duties and obligations and undertakings of the **TRANSFEROR COMPANIES** of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs, under and in accordance with the provisions of Sections 233 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 **TRANSFEE COMPANY**, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the **TRANSFEE COMPANY** to the extent they are outstanding as on the Effective Date so as to become as and from the Appointed Date the liabilities of the **TRANSFEE COMPANY** on the same terms and conditions as were applicable to the **TRANSFEROR COMPANIES** and the **TRANSFEE 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.

- (ii) All debts, liabilities, duties and obligations of the Undertaking as on the Appointed Date, whether or not provided in the books of the respective **TRANSFEROR COMPANIES**, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Undertaking on or after the Appointed Date till the Effective Date, shall be deemed to be and

shall become the debts, loans raised, duties, liabilities and obligations incurred by the **TRANSFEEE COMPANY** by virtue of this Scheme.

- (iii) Where any such debts, loans raised, liabilities, duties and obligations of the Undertaking as on the Appointed Date have been discharged or satisfied by the **TRANSFEROR 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 **TRANSFEEE COMPANY**.
- (iv) Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Undertaking and the **TRANSFEEE COMPANY** shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the **TRANSFEEE COMPANY**.
- (v) Upon Coming into effect of the Scheme all legal Proceedings by or against the transferor Companies pending before any court of Law shall be continued by or against the transferee Company,
- (vi) The transferee Company shall not on merger or Amalgamation, hold any shares in its own name or in the name of any Trust either on its behalf or on behalf of any of its Subsidiaries or associate company and all such shares shall be cancelled or extinguished on the Merger or Amalgamation.
- (vii) The Scheme does not provide for any compromise with the Creditors of the **TRANSFEROR COMPANIES** and **TRANSFEEE COMPANY**.



## 2. ENCUMBRANCES

- i. The transfer and vesting of the assets comprised the Undertaking to and in the **TRANSFEEE COMPANY** under paragraph 1 of Part III of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- 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 **TRANSFEEE 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 **TRANSFEEE COMPANY**, and such Encumbrances shall not relate or attach to any of the other assets of the **TRANSFEEE COMPANY**, provided however that no encumbrances shall have been created by the **TRANSFEROR COMPANY** over its assets after the Appointed Date without the consent of the **TRANSFEEE COMPANY** as provided for in this Scheme.
- iii. The existing encumbrances over the assets and properties of the **TRANSFEEE COMPANY** or any part thereof which relate to the liabilities and obligations of the **TRANSFEEE COMPANY** prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Undertaking transferred to and vested in the **TRANSFEEE COMPANY** by virtue of this Scheme.
- iv. Any reference in any security documents or arrangements (to which the **TRANSFEROR COMPANIES** is a party) to the **TRANSFEROR COMPANIES** and its assets and properties, shall be construed as a

reference to the **TRANSFEE COMPANY** and the assets and properties of the **TRANSFEROR COMPANIES** transferred to the **TRANSFEE COMPANY** by virtue of this Scheme. Without prejudice to the foregoing provisions, the **TRANSFEROR COMPANIES** and the **TRANSFEE COMPANY** may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.

- (v) Upon the coming into effect of this Scheme, the **TRANSFEE 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.
- (vi) It is expressly provided that, no other term or condition of the Liabilities transferred to the **TRANSFEE COMPANY** is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- (vii) The provisions of Paragraph 1 of Part III shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any Instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

### **3. INTER - SE TRANSACTIONS :**

Appointed Date, all inter-party transaction between the **TRANSFEROR COMPANIES** and the **TRANSFEE COMPANY** and the **TRANSFEROR COMPANIES** inter-se shall be considered as intra-party transactions for all purposes.

### **4. CONTRACTS, DEEDS, ETC.**

- 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 a 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 there under.
- 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**.
- 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 **TRANSFEE COMPANY**, as if the same were originally given by, issued to or executed in favour of the **TRANSFEE COMPANY**, and the **TRANSFEE COMPANY** shall be bound by the terms hereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the **TRANSFEE COMPANY**. The **TRANSFEE COMPANY** shall receive relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

#### **5. LEGAL PROCEEDINGS:**

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

**TRANSFEEE COMPANY** in the same manner and to the same extent as It would or might have been continued, prosecuted and enforced by or against the **TRANSFEROR COMPANIES** as if this Scheme had not been made.

**6. CONDUCT OF BUSINESS:**

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

- (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 **TRANSFEEE COMPANY**.
- (II) All the profits or income accruing or arising from 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 **TRANSFEEE COMPANY**.
- (III) Any or 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 **TRANSFEEE 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 **TRANSFEEE COMPANY**.

- b) With effect from the date of filing of this Scheme with the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs and up to and including the Effective Date the **TRANSFEROR COMPANIES** shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of the group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertaking or any part thereof save and except in each case in the following circumstances;
- (i) If the same is in its ordinary course of business as carried on by it as on the date of filing this scheme with the **Regional Director, Eastern Region Kolkata**; or
  - (ii) if the same is permitted by this Scheme; or
  - (iii) If consent of the Board of Directors of the **TRANSFeree COMPANY** has been obtained.

c) The Transferor Companies shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to its business and operations (ii) any agreement or transaction; and (iii) such other matters as the **TRANSFeree COMPANY** may notify from time to time save and except in each case in the following circumstances:

- (i) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the Central Government, Regional Director, Eastern Region, Ministry of Corporate Affairs.
- (ii) If the same is permitted by this Scheme; or
- (iii) If consent of the Board of Directors of the **TRANSFeree COMPANY**



has been obtained.

(d) Without prejudice to the generality of Clause (c) above, the **TRANSFEROR COMPANIES** shall not make any change In Its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares) decrease, reduction, reclassification, sub - division or consolidation, re-organization, or in any other manner except by way of making calls on partly paid shares to make them as fully paid, which may, in any way, affect the Share Exchange Ratio (as provided in paragraph 10 of Part IV below), except under any of the following circumstances:

- a) by mutual consent of the Board of Directors of the **TRANSFEROR COMPANIES** and of the **TRANSFEE COMPANY**; or
- b) As may be permitted under this Scheme.

#### **7. TREATMENT OF TAXES:**

- a) Any tax liabilities under the Income-tax Act, 1961, service tax/GST, stamp Acts/laws or other applicable laws/ regulations (hereinafter In this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the **TRANSFEROR COMPANIES** to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the **TRANSFEE COMPANY**.
- b) All taxes (including income tax, service tax/GST, etc.) paid or payable by the **TRANSFEROR COMPANIES** in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the **TRANSFEE COMPANY** and, insofar as it relates to the tax payment (including without limitation income tax, service tax/GST, etc.), whether by way of deduction at source, advance tax or

otherwise howsoever, by the **TRANSFEROR COMPANIES** in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the **TRANSFEREE COMPANY**, and shall, in all proceedings, be dealt with accordingly.

- c) Any refund under the Tax Laws due to the **TRANSFEROR COMPANIES** consequent to the assessments made on the **TRANSFEROR COMPANIES** and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the **TRANSFEREE COMPANY**.
- d) Without prejudice to the generality of the above, all benefits including that of withholding tax TDS under the income tax, service tax/GST, etc., to which the **TRANSFEROR COMPANIES** is entitled to in terms of the applicable Tax Laws shall be available to and vest in the **TRANSFEREE COMPANY**.

## **8. EMPLOYEES**

Upon the coming into effect of this Scheme:

All the permanent employees of the **TRANSFEROR COMPANIES** who are in employment as on the Effective Date shall become the permanent employees of the **TRANSFEREE COMPANY** with effect from the Effective Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favorable than those on which they are engaged or employed by the **TRANSFEROR COMPANIES**. It is clarified that the employees of the **TRANSFEROR COMPANIES** who become employees of the **TRANSFEREE COMPANY** by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits that may be applicable and available to any of the employees of the **TRANSFEREE COMPANY** unless otherwise determined

by the Board of Directors of the TRANSFEREE COMPANY. After the Effective Date, the **TRANSFEREE COMPANY** shall be entitled to vary the terms and conditions as to employment and remuneration of the employees of the **TRANSFEROR COMPANIES** on the same basis as it may do for the employees of the **TRANSFEREE COMPANY**.

#### **9. SAVING OF CONCLUDED TRANSACTIONS**

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the **TRANSFEROR COMPANIES** under Paragraph 1 of Part III 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 IV**

#### **ISSUE OF EQUITY SHARES BY THE TRANSFEREE COMPANY**

The provisions of this Part IV shall operate notwithstanding anything to the contrary in any other instrument, deed or writing.

#### **10. ISSUE OF NEW EQUITY SHARES BY THE TRANSFEREE COMPANY:**

- a) No New Shares will be allotted since all the shares of Subsidiary companies are held by and on behalf of holding company. The Issued Capital of Subsidiaries company shall automatically get cancelled.
- b) Upon this Scheme becoming finally effective, the existing Share Certificates held by the Shareholders of the **TRANSFEROR COMPANIES** shall automatically stand cancelled.

- c) All the shares held by the **TRANSFEEE COMPANY** in the **TRANSFEROR COMPANIES** or by the **TRANSFEROR COMPANIES** in the **TRANSFEEE COMPANY** or **TRANSFEROR COMPANIES** inter-se shall stand cancelled;
- d) All other Rights attached to the Shareholders of the Transferor Companies shall be extinguished.
- e) **IN THE EVENT OF DESSENTING SHAREHOLDERS:** If the shareholders of any of the Companies involved dissent to the scheme of amalgamation, in such event the **TRANSFEEE COMPANY** shall identify a Promoter/ Director or such person who it may think fit to buy all the shares of the Dissenting shareholder.

**AMENDMENT TO MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION OF THE TRANSFEEE COMPANY**

**Increase in authorised share capital of the Transferee Company**

Upon the Scheme coming into effect, the authorized share capital of the **TRANSFEEE COMPANY** in terms of Its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the **TRANSFEEE COMPANY**, including payment of stamp duty and fees payable to Registrar of Companies, by an amount of Rs. 1,36,00,000/- (Rupees One Crore Thirty Six Lac only), and therelevant clause of Memorandum of Association and Articles of Association of the **TRANSFEEE COMPANY** (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 13, 14, 61, 64 and any other applicable provisions of the Companies Act 2013 would be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the **TRANSFEROR COMPANIES** on their respective authorized share capital shall be utilized and applied to the increased share capital of the **TRANSFEEE**

**COMPANY**, and shall be deemed to have been so paid by the **TRANSFEEE COMPANY** on such combined authorized share capital and accordingly, the **TRANSFEEE COMPANY** shall not be required to pay any fees / stamp duty on the authorized share capital so increased.

Accordingly, in terms of this Scheme, the authorized share capital of the TRANSFEEE COMPANY shall stand enhanced to an amount of Rs. 7,00,00,000/- (Rupees Seven Crore only) divided into 59,84,000 Equity shares of Rs. 10/- each and 1,01,000 Equity shares of Rs.100/- each 69,94,000 equity shares of Rs. 10/- each and 600 Preference Shares of Rs. 100/- each. The capital clause being Clause V of the Memorandum of Association shall on the Effective Date stand substituted to read as follows:

“The authorized Share Capital of the Company is Rs. 7,00,00,000/- (Rupees Seven Crore only) divided into 69,94,000 equity shares of Rs. 10/- each and 600 Preference Shares of Rs. 100/- each with the rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being with power to increase and decrease the capital to the Company and to divide the shares in capital or the time being into several classes and to attach thereto respectively such preferential rights, privileges or conditions as may be determined by or in accordance with the Articles of the Company for the time being and to modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Act or provided by the Articles of the company for the time being.”

## **PART V**

### **ACCOUNTING TREATMENT**

#### **11. ACCOUNTING TREATMENT :**

- a) Upon the Scheme becoming effective and with effect from the Appointed Date, for the purpose of accounting for and sealing with the value of the assets and liabilities in the books of the

**TRANSFEEE COMPANY**, the **TRANSFEEE COMPANY** shall record all the assets and liabilities including reserves of the **TRANSFEROR COMPANIES** transferred to and vested in the **TRANSFEEE COMPANY** pursuant to this Scheme, in accordance with **POOLING OF INTEREST METHOD** at their respective book values as appearing in the books of the **TRANSFEROR COMPANIES**.

- b) After giving effect to clause (a) above, the difference between the value of Equity shares cancelled by the **TRANSFEEE COMPANY** and Assets and Liabilities vested in the **TRANSFEEE COMPANY** shall be credited to Capital Reserve Account in the books of the **TRANSFEEE COMPANY**.
- c) Upon coming into effect of this Scheme, to the extent that there are inter-corporate loans or balances between the **TRANSFEROR COMPANIES** and the **TRANSFEEE COMPANY**, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the **TRANSFEROR COMPANIES** and the **TRANSFEEE COMPANY** for the reduction of any assets or liabilities, as the case may be.
- d) In order to ensure that consistent Accounting Policies of the **TRANSFEEE COMPANY** are reflected in the financial statements, differences, if any, in the Accounting Policies between the **TRANSFEROR COMPANIES** and the **TRANSFEEE COMPANY**, shall be ascertained and the impact of the same till the Amalgamation will be quantified and adjusted in the reserves of the **TRANSFEEE COMPANY**.

Subject to provisions of this Scheme, the **Transferee Company** shall abide by Accounting Standard AS-14 Issued by The Institute of the Chartered Accountants of India (ICAI) and as per Section 133 of the Act and all entries shall be passed as per AS-14 in the Books of the **Transferee Company**.

## PART VI

### DISSOLUTION OF THE TRANSFEROR COMPANIES

#### AND GENERAL TERMS AND CONDITION

#### **12. DISSOLUTION OF THE TRANSFEROR COMPANIES**

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

#### **13. VALIDITY OF EXISTING RESOLUTIONS, ETC.**

Upon the coming into effect of this: Scheme, the resolutions, if any, of the **Transferor Companies**, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the **Transferee Company** and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, undertake resolutions passed by the **Transferee Company** and shall constitute the aggregate of the said limits in the **Transferee Company**.

#### **14. MODIFICATION OF SCHEME**

- (I) The Board of Directors of the **TRANSFEROR COMPANIES** and the **TRANSFEREE COMPANY** or any person authorized by them may assent on behalf of all concerned to any modification to this Scheme of Amalgamation or to any condition which the "THE CENTRAL GOVERNMENT" or any other authorities may impose. The **TRANSFEROR COMPANIES** and the **TRANSFEREE COMPANY** by their respective Boards of Directors are authorized to do and execute, all acts, deeds, matters and things necessary for

bringing this Scheme into effect, or review the position relating to the Satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible in law) for bringing this scheme into effect, and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs any Governmental Authorities, which the Board of Directors of the **TRANSFEROR COMPANIES** or the **TRANSFEE COMPANY** find unacceptable for any reason, then the **TRANSFEROR COMPANIES** and the **TRANSFEE COMPANY** shall be at liberty to withdraw the Scheme.

(II) For the purpose of giving effect to this Scheme or to any modification(s) thereof or additions thereto, the Board of Directors of the **TRANSFEROR COMPANIES** and **TRANSFEE COMPANY** may give and are authorized to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that May arise under this scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any, of the **TRANSFEROR COMPANIES**) or to review the position relating to the satisfaction of various conditions of this scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or Waiver, as the case may be, shall be binding on all parties, In the same manner as if the same were specifically incorporated in this Scheme.

## **15. FILING OF APPLICATIONS**



The **TRANSFEROR COMPANIES** and the **TRANSFEE COMPANY** shall use their best efforts to make and file all applications and petitions under Sections 233 and other applicable provisions of the Act, before the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs having jurisdiction for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

## **16. APPROVALS**

The **TRANSFEE COMPANY** shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, If required, under any law for such consents and approvals with the **TRANSFEE COMPANY** may require to own the Undertaking and to carry on the business of the **TRANSFEROR COMPANIES**.

## **17. SCHEME CONDITIONAL UPON SANCTIONS, ETC.**

17.1 This Scheme is conditional upon and subject to:

- (i) The Scheme being agreed to by the requisite Majority of the respective classes of members of the **TRANSFEROR COMPANIES** and of the **TRANSFEE COMPANY** as required under the Act and the requisite orders of the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs being obtained; and
- (ii) The requisite consents, approvals or permissions if any of the Government Authority or any other Statutory Agencies, which by law may be necessary for the implementation of this Scheme.
- (iii) The authenticated/certified copies of the orders of the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs sanctioning this Scheme being filed with the concerned Registrar of Companies.

Accordingly, this Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the last of the dates on which the conditions referred to above have been fulfilled.

17.2 In the event of this Scheme failing to take effect finally by December 31, 2020, or by such date as may be agreed by the respective Board of Directors of the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** this Scheme shall become null and void and be of no effect and in that event no rights and liabilities whatsoever shall accrue to or be incurred or claimed Inter- se by the parties or their shareholders or creditors or employees or any other person. In such case, each company shall bear its own costs, charges and expenses or as may be mutually agreed.

#### **18. COSTS, CHARGES, EXPENSES AND STAMP DUTY**

All costs, charges and expenses (including any taxes and duties) incurred or payable by the **TRANSFEROR COMPANIES** and the **TRANSFeree COMPANY** In relation to or In connection with this Scheme and Incidental to the completion of the amalgamation of the **TRANSFEROR COMPANIES** with the **TRANSFeree COMPANY** in pursuance of this Scheme, including stamp duty on the orders of the Central Government, Regional Director, Eastern Region, Ministry Of Corporate Affairs, if any and to the extent applicable and payable, shall be paid by the **TRANSFeree COMPANY**.

#### **19. MISCELLANEOUS**

The Scheme does not contain or provide for any compromise with the creditors of the **TRANSFeree COMPANY** and the **TRANSFEROR COMPANIES**, Further the Scheme has not been drawn to accommodate any corporate debt restructuring. The Scheme also does not come under the purview of the Competition Commission of India.

## Annexure II

Details required to be given as per Section 233 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

Statement as required under Section 230(3) read with Rule 6(3) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

SL NO.	Particulars	Details
1.	Details of the Compromise or arrangement	It is proposed to merge Anand Potato Cold Storage Private Limited ('Transferor Company-1'), Awadh Heemghar Private Limited ('Transferor Company-2'), Worthwhile Traders Private Limited ('Transferor Company-3'), Neminath Vinimay Limited ("Transferor Companies-4") (collectively 'Transferor Companies' or 'Wholly Owned Subsidiaries') with Radhashree Finance Limited ("Transferee Company/the Company"). The details and rationale for the merger is stated in the Explanatory Statement and elsewhere in this section, both forming part of the Notice.
2.	Copy of Valuation Report	Considering that the Transferor Companies are the Wholly Owned Subsidiary of the Company, no requirement for allotment of shares upon amalgamation arises. Hence, there is no need for valuation of the Transferor Companies.
3.	Effect of the Amalgamation on: Key Managerial Personnel Promoter Members Non-promoter Members Creditors Debenture-holders	The proposed amalgamation does not have any effect on Creditors, Key Managerial Personnel, Promoters and Non promoters, debenture-holders. There is no debenture-holder in the company so the proposed amalgamation will not have any effect.
4.	The effect of the compromise or arrangement on any material interests of the Directors.	The proposed amalgamation does not have any effect on any material interests of the Directors.
5.	Details of the order of the Tribunal directing the calling, convening and conducting of the meeting	Not Applicable, since this the Amalgamation is proposed under Section 233 of the Companies Act, 2013
a.	Date of the Order	Not Applicable
b.	Date, time and venue of the Members' meeting	Meeting will be held on Monday, 15 <sup>th</sup> April 2020 at 2.30P.M at the Registered Office of the Company at 2, Hare Street, Kolkata-700001
6.	Details of the Company	
	1. Anand Potato Cold Storage Private Limited ('Transferor Company-1'),	
a.	Corporate Identification Number (CIN) or Global	U63023WB2008PTC125223

	Location Number (GLN) of the Company										
b.	Permanent Account Number (PAN)	AAHCA5191N									
c.	Name of the company	Anand Potato Cold Storage Private Limited									
d.	Date of incorporation	28/04/2008									
e.	Type of the company (whether public or private or one-person company)	Private Limited Company									
f.	Registered office address and e-mail address	77, Netaji Subhas Road, 3 <sup>rd</sup> Floor, Roon No-303, Kolkata-700001. anandpotato@rediffmail.com									
g.	Summary of main object as per the memorandum of association and main business carried on by the company.	To Own Establish, Purchase, Take On Lease, Rent, Or On Hire, Build, Construct, Acquire Cold Storage Plant, Space And Warehouse, Shops, Showrooms, Plant, Vehicles, Machinery, Stores or Service required in connection with or in relation to cold storage.									
h.	Details of change of name, registered office and objects of the company during the last five years	<p><b>Details of change in the name of the Company:</b> Not applicable</p> <p><b>1. Details of change in the Registered Office of the Company:</b> Not applicable</p> <p><b>2. Details of change in the objects of the Company:</b> There has been no change in object of the Company during last five years.</p>									
i.	Name of the stock exchange where securities of the company are listed	<b>Not Applicable</b>									
j.	Details of the capital structure of the company including Authorized, issued, subscribed and paid up share capital	<table border="1"> <thead> <tr> <th>Particulars</th> <th>Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td>Authorised Share Capital</td> <td>76,00,000/-</td> </tr> <tr> <td>Issued, subscribed and paid-up share capital:</td> <td>75,15,000/-</td> </tr> </tbody> </table>	Particulars	Amount in Rs.	Authorised Share Capital	76,00,000/-	Issued, subscribed and paid-up share capital:	75,15,000/-			
Particulars	Amount in Rs.										
Authorised Share Capital	76,00,000/-										
Issued, subscribed and paid-up share capital:	75,15,000/-										
k.	Name of the promoters and directors along with their addresses.	<p><b>A. Promoters:</b></p> <table border="1"> <thead> <tr> <th>Name</th> <th>Address</th> <th>No. Of Shares Held</th> </tr> </thead> <tbody> <tr> <td>Radhashree Finance Limited</td> <td>2, Hare Street, Kolkata-700001</td> <td>74,150</td> </tr> <tr> <td>Neminath Vinimay pvt Ltd</td> <td>77, Netaji Subhas Road, 3<sup>rd</sup> Floor, Roon No-303, Kolkata-700001</td> <td>1000</td> </tr> </tbody> </table>	Name	Address	No. Of Shares Held	Radhashree Finance Limited	2, Hare Street, Kolkata-700001	74,150	Neminath Vinimay pvt Ltd	77, Netaji Subhas Road, 3 <sup>rd</sup> Floor, Roon No-303, Kolkata-700001	1000
Name	Address	No. Of Shares Held									
Radhashree Finance Limited	2, Hare Street, Kolkata-700001	74,150									
Neminath Vinimay pvt Ltd	77, Netaji Subhas Road, 3 <sup>rd</sup> Floor, Roon No-303, Kolkata-700001	1000									

		B. Directors		
		Name	Address	No. Of Shares Held
		Rajesh Kumar Doshi	45B, Ashutosh Mukherjee Road, Bhowanipore, Kolkata-700025	-
		Rakesh Kothari	493/B/1, G. T. Road S, Shibpur, Block G 804 Panchsheel Apartment, Howrah-711102	-
L	Date of Board meeting at which the scheme was approved.	Date of Board meeting: 17/12/2019 Voting pattern: (a) No. of directors attended the Board meeting: 2 (b) Name of directors voted in favour of the resolution:2 (c) Name of directors voted against the resolution: NIL (d) Name of directors who did not vote or participate on such resolution: NIL		
m.	Amount due to Creditors	As per statement of assets and liabilities as on 31.01.2020.		
<b>2. Explanatory statement disclosing details of the scheme of compromise or arrangement including</b>				
a)	Parties involved in such compromise or arrangement;	Radhashree Finance Limited-Holding Company (Transferee Company) and Wholly owned subsidiaries Transferor Companies		
b)	Appointed date and effective date,	Appointed date is 1st April 2019. Effective date shall be the date on which the certified copies of the order(s) of the Regional Director, Eastern Region, Kolkata are filed with the Registrar of Companies, West Bengal.		
c)	Share exchange ratio (if applicable) and other considerations, if any	Considering that the Transferor Company is Wholly Owned Subsidiary of the Transferee Company, the question of Share Exchange ratio does not arise.		
d)	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at the registered office of the company;	Considering that the transferor company is the Wholly Owned Subsidiary of the Transferee Company, any requirement for allotment of shares upon amalgamation does not arise. Hence, there is no need for valuation of the Transferor Company.		
e)	Details of capital or debt restructuring, if any;	None		
f)	Rationale for the compromise or arrangement;	1. Operational synergies, greater efficiency and economical operations for future growth of the combined entities.  2. There would be more efficient utilization of capital, superior deployment of brand promotion, sales strategies and create a consolidated and simplified holding structure with a wider presence in the segment.		

		3. Amalgamation will prevent cost duplication and result in administrative and operational rationalization and promote organizational efficiencies
g)	Benefits of the compromise or arrangement as perceived by the Board of directors to the company;	<p>1. Operational synergies, greater efficiency and economical operations for future growth of the combined entities.</p> <p>2. There would be more efficient utilization of capital, superior deployment of brand promotion, sales strategies and create a consolidated and simplified holding structure with a wider presence in the segment.</p> <p>3. Amalgamation will prevent cost duplication and result in administrative and operational rationalization and promote organizational efficiencies.</p>
h)	Amount due to unsecured creditors	As per statement of assets and liabilities as on 31.01.2020
3. Disclosure about the effect of the compromise or arrangement on:		
a)	Key Managerial Personnel	None
b)	Directors	None
c)	Promoters	None
d)	Non-promoter members	None
e)	Depositors	There are no depositors in the Company.
f)	Creditors	The creditors of Transferor companies shall become the creditors of the Transferee Company on the effective date and the liabilities towards such creditors shall stand transferred to the Transferee Company.
g)	Debenture holders	There are no debenture holders in the Company.
h)	Deposit trustee and debenture trustee	There are no deposit trustee and debenture trustee in the Company.
i)	Employees of the company	The employees on the Rolls of transferor company as on the effective date shall become the employees of the transferee company.
4)	Disclosure about effect of compromise or arrangement on material interests of Directors, Key Managerial Personnel (KMP) and debenture trustee.	None
5)	Investigation or proceedings, if any, pending against the company under the Act.	NIL
6) Details of the availability of the following documents for obtaining extract from or for making or obtaining copies of or for inspection by the members and creditors, namely:		
a)	Latest audited financial statements of the company including consolidated financial statements	The Latest audited Financial Statements of the Company including consolidated financial statements are available at the Registered Office of the Company and on the website of the company. The statement of Assets and Liabilities (CAA-10) as on 28.02.2020 is also available at the Registered office of the Company.
b)	Copy of the order of Tribunal in pursuance	Not applicable as the Meeting is held under Section 233 of the Companies Act, 2013.

	of which the meeting is to be convened or has been dispensed with;	
c)	Copy of scheme of compromise or arrangement;	As Annexure I
d)	Contracts or agreements material to the compromise or arrangement;	None
e)	The certificate issued by Auditor of the company to the effect that the accounting treatment, if any, proposed in the scheme of compromise or arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.	The Same is available at the Registered Office of the Company
f)	Such other information or documents as the Board or Management believes necessary and relevant for making decision for or against the scheme;	None
7)	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities required, received or pending for the proposed scheme of Compromise or arrangement.	Yes, approval required and the same is pending.
8)	A statement to the effect that the persons to whom the notice is sent may vote in the meeting either in person or by proxies, or where	Yes. (Included in notes forming a part of the Extra Ordinary General Meeting of the Notice).

	applicable, by voting through electronic means.										
<b>1. Awadh Heemghar Private Limited(‘Transferor Company-2’)</b>											
a.	Corporate Identification Number (CIN) or Global Location Number (GLN) of the Company	U45400WB2007PTC120117									
b.	Permanent Account Number (PAN)	AAGCA6238D									
c.	Name of the company	Awadh Heemghar Private Limited									
d.	Date of incorporation	29/10/2007									
e.	Type of the company (whether public or private or one-person company)	Private Limited Company									
f.	Registered office address and e-mail address	77, Netaji Subhas Road, 3 <sup>rd</sup> Floor, Roon No-303, Kolkata-700001. awadhheemghar@outlook.com									
g.	Summary of main object as per the memorandum of association and main business carried on by the company.	To Own Establish, Purchase, Take On Lease, Rent, Or On Hire, Build, Construct, Acquire Cold Storage Plant, Space And Warehouse, Shops, Showrooms, Plant, Vehicles, Machinery, Stores or Service required in connection with or in relation to cold storage.									
h.	Details of change of name, registered office and objects of the company during the last five years	<p><b>Details of change in the name of the Company:</b> Not applicable</p> <p><b>1. Details of change in the Registered Office of the Company:</b> Not applicable</p> <p><b>2. Details of change in the objects of the Company:</b> There has been no change in object of the Company during last five years.</p>									
i.	Name of the stock exchange where securities of the company are listed	<b>Not Applicable</b>									
j.	Details of the capital structure of the company including Authorized, issued, subscribed and paid up share capital	<table border="1"> <thead> <tr> <th>Particulars</th> <th>Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td>Authorised Share Capital</td> <td>25,00,000/-</td> </tr> <tr> <td>Issued, subscribed and paid-up share capital:</td> <td>24,59,000/-</td> </tr> </tbody> </table>	Particulars	Amount in Rs.	Authorised Share Capital	25,00,000/-	Issued, subscribed and paid-up share capital:	24,59,000/-			
Particulars	Amount in Rs.										
Authorised Share Capital	25,00,000/-										
Issued, subscribed and paid-up share capital:	24,59,000/-										
k.	Name of th promoters and directors along with their addresses.	<p><b>A. Promoters:</b></p> <table border="1"> <thead> <tr> <th>Name</th> <th>Address</th> <th>No. Of Shares Held</th> </tr> </thead> <tbody> <tr> <td>Radhashree Finance Limited</td> <td>2, Hare Street, Kolkata-700001</td> <td>22,590</td> </tr> <tr> <td>Neminath Vinimay pvt Ltd</td> <td>77, Netaji Subhas Road, 3<sup>rd</sup> Floor, Roon No-303, Kolkata-</td> <td>2000</td> </tr> </tbody> </table>	Name	Address	No. Of Shares Held	Radhashree Finance Limited	2, Hare Street, Kolkata-700001	22,590	Neminath Vinimay pvt Ltd	77, Netaji Subhas Road, 3 <sup>rd</sup> Floor, Roon No-303, Kolkata-	2000
Name	Address	No. Of Shares Held									
Radhashree Finance Limited	2, Hare Street, Kolkata-700001	22,590									
Neminath Vinimay pvt Ltd	77, Netaji Subhas Road, 3 <sup>rd</sup> Floor, Roon No-303, Kolkata-	2000									



		700001									
		<p>B. Directors</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Address</th> <th>No. Of Shares Held</th> </tr> </thead> <tbody> <tr> <td>Rajesh Kumar Doshi</td> <td>45B, Ashutosh Mukherjee Road, Bhowanipore, Kolkata-700025</td> <td>-</td> </tr> <tr> <td>Rakesh Kothari</td> <td>493/B/1, G. T. Road S, Shibpur, Block G 804 Panchsheel Apartment, Howrah-711102</td> <td>-</td> </tr> </tbody> </table>	Name	Address	No. Of Shares Held	Rajesh Kumar Doshi	45B, Ashutosh Mukherjee Road, Bhowanipore, Kolkata-700025	-	Rakesh Kothari	493/B/1, G. T. Road S, Shibpur, Block G 804 Panchsheel Apartment, Howrah-711102	-
Name	Address	No. Of Shares Held									
Rajesh Kumar Doshi	45B, Ashutosh Mukherjee Road, Bhowanipore, Kolkata-700025	-									
Rakesh Kothari	493/B/1, G. T. Road S, Shibpur, Block G 804 Panchsheel Apartment, Howrah-711102	-									
L	Date of Board meeting at which the scheme was approved.	<p>Date of Board meeting: 17/12/2019</p> <p>Voting pattern:</p> <p>(a) No. of directors attended the Board meeting: 2</p> <p>(b) Name of directors voted in favour of the resolution:2</p> <p>(c) Name of directors voted against the resolution: NIL</p> <p>(d) Name of directors who did not vote or participate on such resolution: NIL</p>									
m.	Amount due to Creditors	As per statement of assets and liabilities as on 31.01.2020.									
2.	Explanatory statement	disclosing details of the scheme of compromise or arrangement including									
a)	Parties involved in such compromise or arrangement;	Radhashree Finance Limited-Holding Company (Transferee Company) and Wholly owned subsidiaries Transferor Companies									
b)	Appointed date and effective date,	Appointed date is 1st April 2019. Effective date shall be the date on which the certified copies of the order(s) of the Regional Director, Eastern Region, Kolkata are filed with the Registrar of Companies, West Bengal..									
c)	Share exchange ratio (if applicable) and other considerations, if any	Considering that the Transferor Company is Wholly Owned Subsidiary of the Transferee Company, the question of Share Exchange ratio does not arise.									
d)	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at the registered office of the company;	Considering that the transferor company is the Wholly Owned Subsidiary of the Transferee Company, any requirement for allotment of shares upon amalgamation does not arise. Hence, there is no need for valuation of the Transferor Company.									
e)	Details of capital or debt restructuring, if any;	None									
f)	Rationale for the compromise or arrangement;	<p>1. Operational synergies, greater efficiency and economical operations for future growth of the combined entities.</p> <p>2. There would be more efficient utilization of capital, superior deployment</p>									

		of brand promotion, sales strategies and create a consolidated and simplified holding structure with a wider presence in the segment.  3. Amalgamation will prevent cost duplication and result in administrative and operational rationalization and promote organizational efficiencies
g)	Benefits of the compromise or arrangement as perceived by the Board of directors to the company;	1. Operational synergies, greater efficiency and economical operations for future growth of the combined entities.  2. There would be more efficient utilization of capital, superior deployment of brand promotion, sales strategies and create a consolidated and simplified holding structure with a wider presence in the segment.  3. Amalgamation will prevent cost duplication and result in administrative and operational rationalization and promote organizational efficiencies.
h)	Amount due to unsecured creditors	As per statement of assets and liabilities as on 31.01.2020
3. Disclosure about the effect of the compromise or arrangement on:		
a)	Key Managerial Personnel	None
b)	Directors	None
c)	Promoters	None
d)	Non-promoter members	None
e)	Depositors	There are no depositors in the Company.
f)	Creditors	The creditors of Transferor companies shall become the creditors of the Transferee Company on the effective date and the liabilities towards such creditors shall stand transferred to the Transferee Company.
g)	Debenture holders	There are no debenture holders in the Company.
h)	Deposit trustee and debenture trustee	There are no deposit trustee and debenture trustee in the Company.
i)	Employees of the company	The employees on the Rolls of transferor company as on the effective date shall become the employees of the transferee company.
4)	Disclosure about effect of compromise or arrangement on material interests of Directors, Key Managerial Personnel (KMP) and debenture trustee.	None
5)	Investigation or proceedings, if any, pending against the company under the Act.	NIL
6) Details of the availability of the following documents for obtaining extract from or for making or obtaining copies of or for inspection by the members and creditors, namely:		
a)	Latest audited financial statements of the company including consolidated financial statements	The Latest audited Financial Statements of the Company including consolidated financial statements are available at the Registered Office of the Company and on the website of the company. The statement of Assets and Liabilities (CAA-10) as on 28.02.2020 is also available at the Registered office of the Company.

b)	Copy of the order of Tribunal in pursuance of which the meeting is to be convened or has been dispensed with;	Not applicable as the Meeting is held under Section 233 of the Companies Act, 2013.
c)	Copy of scheme of compromise or arrangement;	As Annexure I
d)	Contracts or agreements material to the compromise or arrangement;	None
e)	The certificate issued by Auditor of the company to the effect that the accounting treatment, if any, proposed in the scheme of compromise or arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.	The Same is available at the Registered Office of the Company
f)	Such other information or documents as the Board or Management believes necessary and relevant for making decision for or against the scheme;	None
7)	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities required, received or pending for the proposed scheme of Compromise or arrangement.	Yes, approval required and the same is pending.
8)	A statement to the effect that the persons to whom the	Yes. (Included in notes forming a part of the Extra Ordinary General Meeting of the Notice).

	notice is sent may vote in the meeting either in person or by proxies, or where applicable, by voting through electronic means.							
<b>1. Worthwhile Traders Private Limited ('Transferor Company-3'),</b>								
a.	Corporate Identification Number (CIN) or Global Location Number (GLN) of the Company	U51109WB1996PTC078479						
b.	Permanent Account Number (PAN)	AAACW2461E						
c.	Name of the company	Worthwhile Traders Private Limited						
d.	Date of incorporation	26/03/1996						
e.	Type of the company (whether public or private or one-person company)	Private Limited Company						
f.	Registered office address and e-mail address	77, Netaji Subhas Road, 3 <sup>rd</sup> Floor, Room No-303, Kolkata-700001. worthwhiletraders@outlook.com						
g.	Summary of main object as per the memorandum of association and main business carried on by the company.	To carry on the Business as Buyer, Seller, Traders, Merchants, Indenters, Brokers, Agents, Commission Agents, Assemblers, Refiners, Cultivators, Miners, Packers, Stockists, Distributors, Advisor , Hire Purchasers of & in all kind of Rubberised Cloth, Food Grains, Dairy Products, Soap Detergents, Biscuits, Jute and Jute Products, Cotton, Fabric etc						
h.	Details of change of name, registered office and objects of the company during the last five years	<b>Details of change in the name of the Company:</b> Not applicable  <b>1. Details of change in the Registered Office of the Company:</b> Not applicable  <b>2. Details of change in the objects of the Company:</b> There has been no change in object of the Company during last five years.						
i.	Name of the stock exchange where securities of the company are listed	<b>Not Applicable</b>						
j.	Details of the capital structure of the company including Authorized, issued, subscribed and paid up share capital	<table border="1"> <thead> <tr> <th>Particulars</th> <th>Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td>Authorised Share Capital</td> <td>30,00,000/-</td> </tr> <tr> <td>Issued, subscribed and paid-up share capital:</td> <td>28,05,000/-</td> </tr> </tbody> </table>	Particulars	Amount in Rs.	Authorised Share Capital	30,00,000/-	Issued, subscribed and paid-up share capital:	28,05,000/-
Particulars	Amount in Rs.							
Authorised Share Capital	30,00,000/-							
Issued, subscribed and paid-up share capital:	28,05,000/-							

k.	Name of the promoters and directors along with their addresses.	<b>A. Promoters:</b>		
		<b>Name</b>	<b>Address</b>	<b>No. Of Shares Held</b>
		Radhashree Finance Limited	2, Hare Street, Kolkata-700001	2,78,500
		Neminath Vinimay pvt Ltd	77, Netaji Subhas Road, 3 <sup>rd</sup> Floor, Room No-303, Kolkata-700001	2,000
		<b>B. Directors</b>		
		<b>Name</b>	<b>Address</b>	<b>No. Of Shares Held</b>
		Rajesh Kumar Doshi	45B, Ashutosh Mukherjee Road, Bhowanipore, Kolkata-700025	-
		Rakesh Kothari	493/B/1, G. T. Road S, Shibpur, Block G 804 Panchsheel Apartment, Howrah-711102	-
L	Date of Board meeting at which the scheme was approved.	Date of Board meeting: 17/12/2019 Voting pattern: (a) No. of directors attended the Board meeting: 2 (b) Name of directors voted in favour of the resolution:2 (c) Name of directors voted against the resolution: NIL (d) Name of directors who did not vote or participate on such resolution: NIL		
m.	Amount due to Creditors	As per statement of assets and liabilities as on 31.01.2020.		
<b>2. Explanatory statement disclosing details of the scheme of compromise or arrangement including</b>				
a)	Parties involved in such compromise or arrangement;	Radhashree Finance Limited-Holding Company (Transferee Company)and Wholly owned subsidiaries Transferor Companies		
b)	Appointed date and effective date,	Appointed date is 1st April 2019. Effective date shall be the date on which the certified copies of the order(s) of Regional Director, Eastern Region, Kolkata are filed with the Registrar of Companies, West Bengal..		
c)	Share exchange ratio (if applicable) and other considerations, if any	Considering that the Transferor Company is Wholly Owned Subsidiary of the Transferee Company, the question of Share Exchange ratio does not arise.		
d)	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at the registered office of the company;	Considering that the transferor company is the Wholly Owned Subsidiary of the Transferee Company, any requirement for allotment of shares upon amalgamation does not arise. Hence, there is no need for valuation of the Transferor Company.		

e)	Details of capital or debt restructuring, if any;	None
f)	Rationale for the compromise or arrangement;	<p>1. Operational synergies, greater efficiency and economical operations for future growth of the combined entities.</p> <p>2. There would be more efficient utilization of capital, superior deployment of brand promotion, sales strategies and create a consolidated and simplified holding structure with a wider presence in the segment.</p> <p>3. Amalgamation will prevent cost duplication and result in administrative and operational rationalization and promote organizational efficiencies</p>
g)	Benefits of the compromise or arrangement as perceived by the Board of directors to the company;	<p>1. Operational synergies, greater efficiency and economical operations for future growth of the combined entities.</p> <p>2. There would be more efficient utilization of capital, superior deployment of brand promotion, sales strategies and create a consolidated and simplified holding structure with a wider Presence in the segment.</p> <p>3. Amalgamation will prevent cost duplication and result in administrative and operational rationalization and promote organizational efficiencies.</p>
h)	Amount due to unsecured Creditors	As per statement of assets and liabilities as on 31.01.2020
3. Disclosure about the effect of the compromise or arrangement on:		
a)	Key Managerial Personnel	None
b)	Directors	None
c)	Promoters	None
d)	Non-promoter members	None
e)	Depositors	There are no depositors in the Company.
f)	Creditors	The creditors of Transferor companies shall become the creditors of the Transferee Company on the effective date and the liabilities towards such creditors shall stand transferred to the Transferee Company.
g)	Debenture holders	There are no debenture holders in the Company.
h)	Deposit trustee and debenture trustee	There are no deposit trustee and debenture trustee in the Company.
i)	Employees of the company	The employees on the Rolls of transferor company as on the effective date shall become the employees of the transferee company.
4)	Disclosure about effect of compromise or arrangement on material interests of Directors, Key Managerial Personnel (KMP) and debenture trustee.	None
5)	Investigation or proceedings, if any, pending against the	NIL

	company under the Act.	
6) Details of the availability of the following documents for obtaining extract from or for making or obtaining copies of or for inspection by the members and creditors, namely:		
a)	Latest audited financial statements of the company including consolidated financial statements	The Latest audited Financial Statements of the Company including consolidated financial statements are available at the Registered Office of the Company and on the website of the company. The statement of Assets and Liabilities (CAA-10) as on 28.02.2020 is also available at the Registered office of the Company.
b)	Copy of the order of Tribunal in pursuance of which the meeting is to be convened or has been dispensed with;	Not applicable as the Meeting is held under Section 233 of the Companies Act, 2013.
c)	Copy of scheme of compromise or arrangement;	As Annexure I
d)	Contracts or agreements material to the compromise or arrangement;	None
e)	The certificate issued by Auditor of the company to the effect that the accounting treatment, if any, proposed in the scheme of compromise or arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.	The Same is available at the Registered Office of the Company
f)	Such other information or documents as the Board or Management believes necessary and relevant for making decision for or against the scheme;	None
7)	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities required,	Yes, approval required and the same is pending.

	received or pending for the proposed scheme of Compromise or arrangement.	
8)	A statement to the effect that the persons to whom the notice is sent may vote in the meeting either in person or by proxies, or where applicable, by voting through electronic means.	Yes. (Included in notes forming a part of the Extra Ordinary General Meeting of the Notice).
1. Neminath Vinimay Limited (“Transferor Companies-4”)		
a.	Corporate Identification Number (CIN) or Global Location Number (GLN) of the Company	U51909WB2012PTC187346
b.	Permanent Account Number (PAN)	AAECN2852L
c.	Name of the company	Neminath Vinimay Limited
d.	Date of incorporation	17/10/2012
e.	Type of the company (whether public or private or one-person company)	Public Limited Company
f.	Registered office address and e-mail address	77, Netaji Subhas Road, 3 <sup>rd</sup> Floor, Roon No-303, Kolkata-700001. neminathvinimay @rediff.com
g.	Summary of main object as per the memorandum of association and main business carried on by the company.	To Carry On The Business as Exporters, Importers, Buyers, Seller, Traders, Merchants, Brokers, Agents, Commission Agents, Assemblers, Refiners, Cultivators, Miners, Mediators, Packers, Stockists, Distributors, Advisors, purchasers of & in all kind of Doll, Human Status, Wood, Gem And Jewellery, Dairy Products, Soap Detergents, Biscuits, etc.
h.	Details of change of name, registered office and objects of the company during the last five years	<b>Details of change in the name of the Company:</b> Not applicable  <b>1. Details of change in the Registered Office of the Company:</b> Not applicable  <b>2. Details of change in the objects of the Company:</b> There has been no change in object of the Company during last five years.
i.	Name of the stock exchange where securities of the company are listed	<b>Not Applicable</b>



j.	Details of the capital structure of the company including Authorized, issued, subscribed and paid up share capital	Particulars	Amount in Rs.	
		Authorised Share Capital	5,00,000/-	
		Issued, subscribed and paid-up share capital:	5,00,000/-	
k.	Name of the promoters and directors along with their addresses.	<b>A. Promoters:</b>		
		<b>Name</b>	<b>Address</b>	
		<b>No. Of Shares Held</b>		
		Radhashree Finance Limited	2, Hare Street, Kolkata-700001	48,500
		Wortwhile Traders Pvt Ltd	77, Netaji Subhas Road, 3 <sup>rd</sup> Floor, Room No-303, Kolkata-700001	1,500
		<b>B. Directors</b>		
		<b>Name</b>	<b>Address</b>	<b>No. Of Shares Held</b>
		Rajesh Kumar Doshi	45B, Ashutosh Mukherjee Road, Bhowanipore, Kolkata-700025	-
		Rakesh Kothari	493/B/1, G. T. Road S, Shibpur, Block G 804 Panchsheel Apartment, Howrah-711102	-
		Amit Kumar Lakhotiya	166,1st Floor, Pocket-9 Sector-24, Rohini Sector-7, North West Delhi- 110085	-
L	Date of Board meeting at which the scheme was approved.	Date of Board meeting: 17/12/2019 Voting pattern: (a) No. of directors attended the Board meeting: 2 (b) Name of directors voted in favour of the resolution:2 (c) Name of directors voted against the resolution: NIL (d) Name of directors who did not vote or participate on such resolution: NIL		
m.	Amount due to Creditors	As per statement of assets and liabilities as on 31.01.2020.		
<b>2. Explanatory statement disclosing details of the scheme of compromise or arrangement including</b>				
a)	Parties involved in such compromise or arrangement;	Radhashree Finance Limited-Holding Company (Transferee Company)and Wholly owned subsidiaries Transferor Companies		
b)	Appointed date and effective date,	Appointed date is 1st April 2019. Effective date shall be the date on which the certified copies of the order(s) of the Regional Director, Eastern Region, Kolkata are filed with the Registrar of Companies, West Bengal..		
c)	Share exchange ratio (if applicable) and other considerations, if any	Considering that the Transferor Company is Wholly Owned Subsidiary of the Transferee Company, the question of Share Exchange ratio does not arise.		

d)	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at the registered office of the company;	Considering that the transferor company is the Wholly Owned Subsidiary of the Transferee Company, any requirement for allotment of shares upon amalgamation does not arise. Hence, there is no need for valuation of the Transferor Company.
e)	Details of capital or debt restructuring, if any;	None
f)	Rationale for the compromise or arrangement;	<p>1. Operational synergies, greater efficiency and economical operations for future growth of the combined entities.</p> <p>2. There would be more efficient utilization of capital, superior deployment of brand promotion, sales strategies and create a consolidated and simplified holding structure with a wider presence in the segment.</p> <p>3. Amalgamation will prevent cost duplication and result in administrative and operational rationalization and promote organizational efficiencies</p>
g)	Benefits of the compromise or arrangement as perceived by the Board of directors to the company;	<p>1. Operational synergies, greater efficiency and economical Operations for future growth of the combined entities.</p> <p>2. There would be more efficient utilization of capital, superior deployment of brand promotion, sales strategies and create a consolidated and simplified holding structure with a wider presence in the segment.</p> <p>3. Amalgamation will prevent cost duplication and result in administrative and operational rationalization and promote organizational efficiencies.</p>
h)	Amount due to unsecured creditors	As per statement of assets and liabilities as on 31.01.2020
<b>3. Disclosure about the effect of the compromise or arrangement on:</b>		
a)	Key Managerial Personnel	None
b)	Directors	None
c)	Promoters	None
d)	Non-promoter members	None
e)	Depositors	There are no depositors in the Company.
f)	Creditors	The creditors of Transferor companies shall become the creditors of the Transferee Company on the effective date and the liabilities towards such creditors shall stand transferred to the Transferee Company.
g)	Debenture holders	There are no debenture holders in the Company.
h)	Deposit trustee and debenture trustee	There are no deposit trustee and debenture trustee in the Company.
i)	Employees of the company	The employees on the Rolls of transferor company as on the effective date shall become the employees of the transferee company.

4)	Disclosure about effect of compromise or arrangement on material interests of Directors, Key Managerial Personnel (KMP) and debenture trustee.	None
5)	Investigation or proceedings, if any, pending against the company under the Act.	NIL
6) Details of the availability of the following documents for obtaining extract from or for making or obtaining copies of or for inspection by the members and creditors, namely:		
a)	Latest audited financial statements of the company including consolidated financial statements	The Latest audited Financial Statements of the Company including consolidated financial statements are available at the Registered Office of the Company and on the website of the company. The statement of Assets and Liabilities (CAA-10) as on 28.02.2020 is also available at the Registered office of the Company.
b)	Copy of the order of Tribunal in pursuance of which the meeting is to be convened or has been dispensed with;	Not applicable as the Meeting is held under Section 233 of the Companies Act, 2013.
c)	Copy of scheme of compromise or arrangement;	As Annexure I
d)	Contracts or agreements material to the compromise or arrangement;	None
e)	The certificate issued by Auditor of the company to the effect that the accounting treatment, if any, proposed in the scheme of compromise or arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.	The Same is available at the Registered Office of the Company

f)	Such other information or documents as the Board or Management believes necessary and relevant for making decision for or against the scheme;	None
7)	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities required, received or pending for the proposed scheme of Compromise or arrangement.	Yes, approval required and the same is pending.
8)	A statement to the effect that the persons to whom the notice is sent may vote in the meeting either in person or by proxies, or where applicable, by voting through electronic means.	Yes. (Included in notes forming a part of the Extra Ordinary General Meeting of the Notice).
1. Radhashree Finance Limited (Transferee Company/ the Company')		
a.	Corporate Identification Number (CIN) or Global Location Number (GLN) of the Company	L15491WB1975PLC030290
b.	Permanent Account Number (PAN)	AABCP9588J
c.	Name of the company	Radhashree Finance Limited
d.	Date of incorporation	30/10/1975
e.	Type of the company (whether public or private or one-person company)	Public Limited Company
f.	Registered office address and e-mail address	2, Hare Street 5th Floor Kolkata -700001 <a href="mailto:radhashreefinance@gmail.com">radhashreefinance@gmail.com</a>

g.	Summary of main object as per the memorandum of association and main business carried on by the company.	To Carry On The Business Of Planters, Cultivators, Manufacture, Buyers And Sellers Of Tea, Tea Seed And Coffee And in this connection to Purchase, take On Lease Or in Exchange Or Otherwise acquire any lands , Tea or Coffee Gardens, Plantations, etc.																												
h.	Details of change of name, registered office and objects of the company during the last five years	<p><b>Details of change in the name of the Company:</b> Not applicable</p> <p><b>1. Details of change in the Registered Office of the Company:</b>Not applicable</p> <p><b>2. Details of change in the objects of the Company:</b> There has been no change in object of the Company during last five years.</p>																												
i.	Name of the stock exchange where securities of the company are listed	<b>Not Applicable</b>																												
j.	Details of the capital structure of the company including Authorized, issued, subscribed and paid up share capital	<table border="1" data-bbox="499 745 1449 891"> <thead> <tr> <th data-bbox="507 745 978 779">Particulars</th> <th data-bbox="986 745 1441 779">Amount in Rs.</th> </tr> </thead> <tbody> <tr> <td data-bbox="507 779 978 813">Authorised Share Capital</td> <td data-bbox="986 779 1441 813">5,64,00,000/-</td> </tr> <tr> <td data-bbox="507 813 978 891">Issued, subscribed and paid-up share capital:</td> <td data-bbox="986 813 1441 891">3,11,44,080/-</td> </tr> </tbody> </table>		Particulars	Amount in Rs.	Authorised Share Capital	5,64,00,000/-	Issued, subscribed and paid-up share capital:	3,11,44,080/-																					
Particulars	Amount in Rs.																													
Authorised Share Capital	5,64,00,000/-																													
Issued, subscribed and paid-up share capital:	3,11,44,080/-																													
k.	Name of the promoters and directors along with their addresses.	<p><b>A. Promoters:</b></p> <table border="1" data-bbox="499 1037 1497 1888"> <thead> <tr> <th data-bbox="507 1037 850 1115">Name</th> <th data-bbox="858 1037 1217 1115">Address</th> <th data-bbox="1225 1037 1489 1115">No. Of Shares Held</th> </tr> </thead> <tbody> <tr> <td data-bbox="507 1115 850 1227">Bhalcom Holdings Pvt Ltd</td> <td data-bbox="858 1115 1217 1227">2, Hare Street, Nicco House 5th Floor Kolkata 700001</td> <td data-bbox="1225 1115 1489 1227">1,60,000</td> </tr> <tr> <td data-bbox="507 1227 850 1339">Dawsen Industries Ltd</td> <td data-bbox="858 1227 1217 1339">2, Hare Street, Nicco House 5th Floor Kolkata 700001</td> <td data-bbox="1225 1227 1489 1339">1,52,170</td> </tr> <tr> <td data-bbox="507 1339 850 1451">Tirap Pipes &amp; Chemicals (p) Ltd</td> <td data-bbox="858 1339 1217 1451">5DR Rajendra Prasad Sarani 9th Floor ,Kolkata-700001</td> <td data-bbox="1225 1339 1489 1451">78,000</td> </tr> <tr> <td data-bbox="507 1451 850 1518">Tripura Spun pipe Co.</td> <td data-bbox="858 1451 1217 1518">3A, New Road, Kolkata-700027</td> <td data-bbox="1225 1451 1489 1518">1,02,266</td> </tr> <tr> <td data-bbox="507 1518 850 1585">J.P. Bhalotia</td> <td data-bbox="858 1518 1217 1585">3A, New Road, Kolkata-700027</td> <td data-bbox="1225 1518 1489 1585">80,006</td> </tr> <tr> <td data-bbox="507 1585 850 1653">Shyamalal Agarwal</td> <td data-bbox="858 1585 1217 1653">3A, New Road, Kolkata-700027</td> <td data-bbox="1225 1585 1489 1653">1,20,050</td> </tr> <tr> <td data-bbox="507 1653 850 1765">Snigdha Bhalotia</td> <td data-bbox="858 1653 1217 1765">2, Hare Street, Nicco House 5th Floor Kolkata 700001</td> <td data-bbox="1225 1653 1489 1765">60,000</td> </tr> <tr> <td data-bbox="507 1765 850 1877">Vanchand Bhalotia</td> <td data-bbox="858 1765 1217 1877">2, Hare Street, Nicco House 5th Floor Kolkata 700001</td> <td data-bbox="1225 1765 1489 1877">40,050</td> </tr> </tbody> </table>		Name	Address	No. Of Shares Held	Bhalcom Holdings Pvt Ltd	2, Hare Street, Nicco House 5th Floor Kolkata 700001	1,60,000	Dawsen Industries Ltd	2, Hare Street, Nicco House 5th Floor Kolkata 700001	1,52,170	Tirap Pipes & Chemicals (p) Ltd	5DR Rajendra Prasad Sarani 9th Floor ,Kolkata-700001	78,000	Tripura Spun pipe Co.	3A, New Road, Kolkata-700027	1,02,266	J.P. Bhalotia	3A, New Road, Kolkata-700027	80,006	Shyamalal Agarwal	3A, New Road, Kolkata-700027	1,20,050	Snigdha Bhalotia	2, Hare Street, Nicco House 5th Floor Kolkata 700001	60,000	Vanchand Bhalotia	2, Hare Street, Nicco House 5th Floor Kolkata 700001	40,050
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B. Directors

Name	Address	No. Of Shares Held
VAN CHANDRA BHALOTIA	FlatNo-8B, Hemchhaya Apartment, 40 Old Ballygunge,2ndLane,Ballygunge,Kolkata-700019	40,050
SANTANU CHAKRABORTY	Barasat Krishna Patti Road, Chandannagar, Hooghly-712136	100
SUJAY RAKSHIT	K-104, Kamdahari Bosepara, P. O. Garia, Kolkata-700084	625
SANJAY RASTOGI	42, Kali Krishna Tagore Street,Kolkata-700007	-
PAYEL CHAKRABORTY	Chakraborty Para, Barrackpore (M) Kolkata-700122	-

L	Date of Board meeting at which the scheme was approved.	Date of Board meeting: 16/12/2019 Voting pattern: (a) No. of directors attended the Board meeting: 5 (b) Name of directors voted in favour of the resolution:5 (c) Name of directors voted against the resolution: NIL (d) Name of directors who did not vote or participate on such resolution: NIL
m.	Amount due to Creditors	As per statement of assets and liabilities as on 31.01.2020.
2. Explanatory statement disclosing details of the scheme of compromise or arrangement including		
a)	Parties involved in such compromise or arrangement;	Radhashree Finance Limited-Holding Company (Transferee Company)and Wholly owned subsidiaries Transferor Companies
b)	Appointed date and effective date,	Appointed date is 1st April 2019. Effective date shall be the date on which the certified copies of the order(s) of the Regional Director, Eastern Region, Kolkata are filed with the Registrar of Companies, West Bengal.
c)	Share exchange ratio (if applicable) and other considerations, if any	Considering that the Transferor Company is Wholly Owned Subsidiary of the Transferee Company, the question of Share Exchange ratio does not arise.
d)	Summary of valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at the registered office of the company;	Considering that the transferor company is the Wholly Owned Subsidiary of the Transferee Company, any requirement for allotment of shares upon amalgamation does not arise. Hence, there is no need for valuation of the Transferor Company.

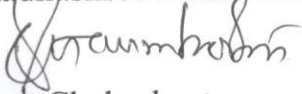
e)	Details of capital or debt restructuring, if any;	None
f)	Rationale for the compromise or arrangement;	<p>1. Operational synergies, greater efficiency and economical operations for future growth of the combined entities.</p> <p>2. There would be more efficient utilization of capital, superior deployment of brand promotion, sales strategies and create a consolidated and simplified holding structure with a wider presence in the segment.</p> <p>3. Amalgamation will prevent cost duplication and result in administrative and operational rationalization and promote organizational efficiencies</p>
g)	Benefits of the compromise or arrangement as perceived by the Board of directors to the company;	<p>1. Operational synergies, greater efficiency and economical Operations for future growth of the combined entities.</p> <p>2. There would be more efficient utilization of capital, superior deployment of brand promotion, sales strategies and create a consolidated and simplified holding structure with a wider presence in the segment.</p> <p>3. Amalgamation will prevent cost duplication and result in administrative and operational rationalization and promote organizational efficiencies.</p>
h)	Amount due to unsecured creditors	As per statement of assets and liabilities as on 31.01.2020
3. Disclosure about the effect of the compromise or arrangement on:		
a)	Key Managerial Personnel	None
b)	Directors	None
c)	Promoters	None
d)	Non-promoter members	None
e)	Depositors	There are no depositors in the Company.
f)	Creditors	The rights and interests of the Secured and unsecured creditors of Transferor companies and Transferee company will not be prejudicially affected by the Scheme as no sacrifice or waiver is, at all, called from them nor their rights sought to be modified in any manner and the Post Scheme the Transferee company will be able to meet its liabilities as they arise in the ordinary course of business..
g)	Debenture holders	There are no debenture holders in the Company.
h)	Deposit trustee and debenture trustee	There are no deposit trustee and debenture trustee in the Company.
i)	Employees of the company	The proposed scheme will not be prejudicial to the interest of the employees of the Transferee company.
4)	Disclosure about effect of compromise or arrangement on material interests of Directors, Key Managerial Personnel (KMP) and debenture trustee.	None
5)	Investigation or proceedings, if any, pending against the company under	NIL

	the Act.	
6) Details of the availability of the following documents for obtaining extract from or for making or obtaining copies of or for inspection by the members and creditors, namely:		
a)	Latest audited financial statements of the company including consolidated financial statements	The Latest audited Financial Statements of the Company including consolidated financial statements are available at the Registered Office of the Company and on the website of the company. The statement of Assets and Liabilities (CAA-10) as on 28.02.2020 is also available at the Registered office of the Company.
b)	Copy of the order of Tribunal in pursuance of which the meeting is to be convened or has been dispensed with;	Not applicable as the Meeting is held under Section 233 of the Companies Act, 2013.
c)	Copy of scheme of compromise or arrangement;	As Annexure I
d)	Contracts or agreements material to the compromise or arrangement;	None
e)	The certificate issued by Auditor of the company to the effect that the accounting treatment, if any, proposed in the scheme of compromise or arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013.	The Same is available at the Registered Office of the Company
f)	Such other information or documents as the Board or Management believes necessary and relevant for making decision for or against the scheme;	None
7)	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities required, received or pending	Yes, approval required and the same is pending.



	for the proposed scheme of Compromise or arrangement.	
5)	A statement to the effect that the persons to whom the notice is sent may vote in the meeting either in person or by proxies, or where applicable, by voting through electronic means.	Yes. (Included in notes forming a part of the Extra Ordinary General Meeting of the Notice).

By Order of the Board of Directors  
For Radhashree Finance Limited



Santanu Chakraborty  
Managing Director

March 13, 2020

Registered Office:

2, Hare Street, 5<sup>th</sup> Floor,

Kolkata-700003

CIN: L15491WB1975PLC030290

E-mail: radhashreefinance@gmail.com

# भारतीय गैर न्यायिक



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



Z 625519

FORM NO. CAA.10

[Pursuant to section 233(1)(c) and rule 25(2)]

## Declaration of solvency

- (a) Corporate identity number (CIN) of company : L15491WB1975PLC030290  
(b) Global location number (GLN) of company: N.A.
- (a) Name of the company: RADHASHREE FINANCE LIMITED  
(b) Address of the registered office of the company: NICCO HOUSE , 2 HARE STREET,  
5<sup>th</sup> FLOOR, KOLKATA-700001 WB  
(c) E-mail ID of the company: radhashreefinance@gmail.com
- (a) Whether the company is listed: Yes  
(b) If listed, please specify the name(s) of the stock exchange(s) where listed: CALCUTTA  
STOCK EXCHANGE
- Date of Board of Directors' resolution approving the scheme: 16<sup>th</sup> December , 2019

## Declaration of solvency

We, the directors of M/s RADHASHREE FINANCE LIMITED do solemnly affirm and declare that we have made a full enquiry into the affairs of the company and have formed the opinion that the company is capable of meeting its liabilities as and when they fall due and that the company will not be rendered insolvent within a period of one year from the date of making this declaration.

We append an audited statement of company's assets and liabilities as at 31st January , 2020 being the latest date of making this declaration. We further declare that the company's audited annual accounts including the Balance Sheet have been filed upto date with the Registrar of Companies.

**REKHA TEWAR,**  
NOTARY  
Regn. No.- 10288/13  
C.M.M's Court  
Kolkata - 700 001  
regd. office -  
C.M.M's Court

05 MAR 2020



Signed for and behalf of the board of directors:



(1) Signature: *S. Rastogi*  
Name: SANJAY RASTOGI  
Director: 02591229

(2) Signature: *Santanu Chakraborty*  
Name: SANTANU CHAKRABORTY  
Director: 01691120

Place: Kolkata  
Date: 28.02.2020

### Verification

We solemnly declare that we have made a full enquiry into the affairs of the company including the assets and liabilities of this company and that having done so and having noted that the scheme of merger or amalgamation between ANAND POTATO COLD STORAGE PRIVATE LIMITED, AWADH HEEMGHAR PRIVATE LIMITED, WORTHWHILE TRADERS PRIVATE LIMITED, NEMINATH VINIMAY LIMITED AND RADHASHREE FINANCE LIMITED (TRANSFEREE COMPANY) is proposed to be placed before the shareholders and creditors of the company for approval as per the provisions of sub-section of (1) of section 233 of the Companies Act, 2013, we make this solemn declaration believing the same to be true.

Verified this day the 28<sup>TH</sup> day of February, 2020

(1) Signature: *S. Rastogi*  
Name: SANJAY RASTOGI  
Director: 02591229

(2) Signature: *Santanu Chakraborty*  
Name: SANTANU CHAKRABORTY  
Director: 01691120

Solemnly affirmed and declared at Kolkata the 28<sup>TH</sup> day of February, 2020 before me,  
Commissioner of Oaths and Notary Public

REKHA TEWAR,  
NOTARY  
Regn. No.- 10288/13  
C.M.M's Court  
Kolkata - 700 001

05 MAR 2020

**Attachments:**

- a) Scheme of Merger or Amalgamation
- b) Pre and post Merger Shareholding of the Transferee Company
- c) Last 3 years Audited financial statements with Auditors report thereon filed to ROC
- d) Statement of assets and liabilities as on 31.01.2020
- e) MOA and AOA
- f) Board Resolution

**ANNEXURE (D)****Statement of assets and liabilities as at 31.01.2020**

**Name of the company: RADHASHREE FINANCE LIMITED**

**ASSETS**

Particulars	Book Value (Rs.)	Estimated Realisable Value (Rs.)
1. Balance at Bank	49,862.91	49,862.91
2. Cash in hand	2,19,527.12	2,19,527.12
3. Deferred Tax	-	-
4. Prepaid Insurance	-	-
5. Trade debtors	-	-
6. Loans & advances	1,97,22,301.00	1,97,22,301.00
7. Stock-in-trade	3,42,82,056.13	2,71,28,032.95
8. Work in progress	-	-
9. Freehold property	-	-
10. Leasehold property	-	-
11. Plant and machinery (Office Equipments)	4222.00	4222.00
12. Furniture, fittings, utensils, etc.	-	-
13. Patents, trademarks, etc.	-	-
14. Investments other than marketable securities	-	-
15. Other property	-	-
<b>TOTAL</b>	<b>5,42,77,969.16</b>	<b>4,71,23,945.98</b>

REKHA TEWAR,  
NOTARY  
Regn. No.- 10288/13  
C.M.M.'s Court  
Kolkata - 700 001

05 MAR 2020



**Liabilities**  
**Estimated to rank for payment**  
**(to the nearest rupee)**

Particulars	Amount (Rs)
1. Secured on specific assets	-
2. Secured by floating charge(s)	-
3. Estimated cost of liquidation and other expense including interest accruing until payment of debts in full	-
4. Unsecured creditors (amounts estimated to rank for payment)	-
(a) Trade accounts	-
(b) Bills payable	-
(c) Accrued expense	1,41,469.00
(d) Other liabilities (Short-term Provisions)	75,400.00
(e) Contingent liabilities	-
<b>TOTAL</b>	<b>2,16,869.00</b>

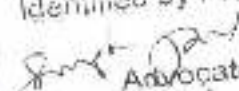
Total estimated value of assets  
Total liabilities  
Estimated surplus after paying  
debts in full

Rs. 4,71,23,945.98  
Rs. 2,16,869.00  
Rs. 4,69,07,076.98

Remarks:

- (1) Signature:   
Name: SANJAY RASTOGI  
Director: 02591229
- (2) Signature:   
Name: SANTANU CHAKRABORTY  
Director: 01691120



Identified by me  
  
Advocate  
Sampa Paul  
C.M.M. Court, Kolkata

Place: Kolkata  
Date: 28.02.2020

REKHA TEWAR.  
NOTARY  
Regn. No.- 10288/13  
C.M.M's Court  
Kolkata - 700 001

ATTES-ED SIGNATURE ONLY  
BEFORE ME ON IDENTIFICATION

  
REKHA TEWAR  
NOTARY

05 MAR 2020