Bodal Chemicals Ltd.
COLOURS. INTEGRATION. INNOVATION.

By online submission

Sec/20-21/118
Date: 08/01/2021.

To,
The General Manager,
Department of Corporate Services
BSE Ltd.
1st Floor, New Trading Ring,
Rotunda Building, P. J Tower,
Dalal Street, Fort, Mumbai-400 001
BSE Code: 524370

To,
The General Manager,
National Stock Exchange of India Ltd.
Exchange Plaza,
Plot No. C/1, G Block,
Bandra Kurla Complex,
Bandra(E), Mumbai-400 051.
NSE Code: BODALCHEM

Dear Sir/Madam,

Sub: Update on Scheme of Amalgamation of M/s. Trion Chemicals Pvt. Ltd. with M/s. Bodal Chemicals Ltd.

Pursuant to the Regulation 30 of SEBI (LODR), Regulation, 2015 and in continuation of earlier communication on the above said matter, we would like to inform you that Hon'ble National Company Law Tribunal (NCLT), Ahmedabad Bench, vide its Order dated 31st December, 2020 (received on 08th January, 2021) approved the Scheme of Amalgamation **M/s. Trion Chemicals Pvt. Ltd. (Wholly Owned Subsidiary of company) with M/s. Bodal Chemicals Ltd.** The Appointed date of Scheme of Amalgamation is 01St Day of April, 2019.

Further, copy of Certified Order of Hon'ble NCLT Ahmedabad Bench, is attached herewith.

This is for your information and record please.

Thanking You,

Yours faithfully,
For, BODAL CHEMICALS LTD.

Ashutosh B. Bhatt
Company Secretary

HEAD OFFICE:
Plot No. 123-124, Phase-1,
G.I.D.C, Vatva, Ahmedabad- 382 445.,
Gujarat, India.

www.bodal.com
CIN No. : L24110GJ1986PLC009003

Tel: +91 79 2583 5437
2583 4223, 25831684
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E-mail: bodal@bodal.com

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NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH
COURT 1

08/01/2021

CP(CAA) 57 of 2020 in CA(CAA) 55 of 2020

Coram: MADAN B. GOSAVI, MEMBER (JUDICIAL)
VIRENDRA KUMAR GUPTA, MEMBER (TECHNICAL)

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING THROUGH VIDEO CONFERENCING BEFORE THE AHMEDABAD BENCH OF THE NATIONAL COMPANY LAW TRIBUNAL ON 31.12.2020

Name of the Company: Trion Chemicals Pvt Ltd
Bodal Chemicals Ltd

Section: 230-232 of Companies Act, 2013

ORDER

The case is fixed for pronouncement of order.

The order is pronounced in open court vide separate sheet.

(VIRENDRA KUMAR GUPTA)
MEMBER (TECHNICAL)

(MADAN B GOSAVI)
MEMBER (JUDICIAL)

Dated this the 31st day of December, 2020.

NATIONAL COMPANY LAW TRIBUNAL AHMEDABAD

NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH
AHMEDABAD
COURT No. 1

C P (CAA) NO. 57 OF 2020
CONNECTED WITH
C A (CAA) NO. 55 OF 2020

[An Application filed under Section 230-232 of the Companies Act, 2013]

In the matter of:

M/s Trion Chemicals Private Limited
(CINU51900GJ2009PTC056781)
A Company incorporated under
The companies Act, 2013
Registered office at;
Plot No. 123-124, Phase- 1,
GIDC Estate, Vatva, Ahmedabad, 382 445

.....Petitioner Transferor Company

And

M/s Bodal Chemicals Limited
(CINL24110GJ1986PLC009003)
A Company incorporated under
The companies Act, 2013
Registered office at;
Plot No. 123-124, Phase- 1,
GIDC Estate, Vatva, Ahmedabad, 382 445

.....Petitioner Transferee Companies

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Order reserved on 16.12.2020

Order Pronounced on 31.12.2020

Coram: Madan B. Gosavi, Member (J)
Virendra Kumar Gupta, Member (T)

Appearance:

Learned Counsel Mrs. Swati Soparkar appeared for the Applicant Companies.

Common order
[Per Bench]

1. The joint petition filed by petitioner companies under Section 230 - 232, other applicable provisions of the Companies Act, 2013 and rules formed hereunder, seeking sanction the Scheme from this Tribunal of Amalgamation of M/s Trion Chemicals Private Limited, (hereinafter referred to as a **"Petitioner Transferor Company"**) with M/s Bodal Chemicals Limited (hereinafter referred to as a **"Petitioner Transferee Company"**) with effect from the appointed date as mentioned in the Scheme.

2. It has been submitted by the petitioner companies that the Petitioner Transferee Company is a listed Public Limited Company. Since, the Petitioner Transferor Company is wholly owned subsidiary Company of the Petitioner Transferee Company. Hence, the Petitioner Transferee Company is not required to obtain prior approval of the Scheme from the concerned stock exchanges. However, the Petitioner Transferee Company has complied with the applicable SEBI Circulars. A copy of the Scheme was submitted to the concerned stock exchanges for disclosure as required under the applicable provisions of SEBI circulars. A copy of the scheme

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was also uploaded/ posted on the website of the Applicant Transferee Company for the statutory compliances.

3. The petitioner companies had filed a Joint Application before this Tribunal bearing CA (CAA) No. 55 of 2020 and sought orders for dispensation of meetings of respective Shareholders of petitioner Transferor Companies. Further, the Petitioner Companies sought directions for convening separate meetings of the unsecured creditors of petitioner Transferor Company as well as the Secured and Unsecured Creditors of the Petitioner Transferee Company for the purpose of seeking the approval to the proposed Scheme of Amalgamation.

4. This Tribunal Vide order dated 8th September, 2020 and order dated 22nd September 2020 in CA (CAA) No. 55 of 2020 dispensed with the meeting of the Equity Shareholders and Preference Shareholder of Petitioner Transferor Company in view of the consent affidavits of aforesaid shareholders. Since, no consideration was required to be paid by the Transferee Company for the proposed transfer of the undertaking of the Transferor Company to the Transferee Company, the rights and interests of the Equity Shareholders of the Petitioner Transferee Company are not in any way be affected by the proposed amalgamation. In view of the same, meeting of the Equity Shareholders of Transferee

Company was held to be not necessary. There are no Secured Creditors of the Petitioner Transferor Company, hence, meetings of secured creditors of petitioner Transferor Company was not necessary. However, this Tribunal directed for convening the separate meetings of secured as well as Unsecured Creditors of the Petitioner Transferor Company, for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed Scheme of Amalgamation.

5. Further, This Tribunal has directed to send the notice under section 230 (5) of the Companies Act, 2013 (hereinafter referred to as **"The Act"**) read with Rule 8 of Companies (CAA), Rules 2016 (hereinafter referred to as **"CAA Rules"**) to the (i) Central Government through Regional Director (ii) The Registrar of the Companies (iii) concern Income Tax Authorities (iv) Reserve Bank of India (v) BSE Limited (vi) National Stock Exchange Limited (vii) SEBI and (viii) The Official Liquidator and this Tribunal also directed to publish the notice under section 230 (3) of the Act read with rule 7 of CAA Rules in two news paper English Daily "**Indian Express**" All India Edition and Gujrati Translation thereof in Gujrati daily "**Sandesh**" Gujrat Edition.

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6. In compliances to the order 8th September and order dated 22nd September 2020 the petitioner companies served the notice to the all aforesaid statutory Authorities and notice has also dispatched to the concerned creditors. The petitioner companies had published the notice in English daily **'Indian Express'** All India editions and Gujarati daily **"Sandesh"** Ahmedabad and Vadodara editions on 21st September 2020. The Affidavits of Service and Publication dated 8th October 2020 were duly filed with the Tribunal by the Petitioner Companies.

7. The separate meetings of Unsecured Creditors of the Petitioner Transferor Company as well as Secured and Unsecured Creditors of the Petitioner Transferee Company were duly convened on 22nd October 2020 through Video Conferencing. The Chairman appointed for the said meetings has filed reports of the result of meetings along **with affidavit dated 22nd October 2020**. The said reports confirm the unanimous approval of the proposed scheme by the unsecured creditors of the Petitioner Transferor Company as well as by the respective Secured and Unsecured Creditors of the Petitioner Transferee Company casted the valid votes either through remote e-voting or e-voting.

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8. Thereafter, the petitioner companies filed the present petition bearing CP (CAA) No. 57 of 2020 on 3rd November, 2020 and the

same was admitted on 9th November 2020. This Tribunal had Directed to publish Notice of Hearing under section 230 (3) of the Act read with rule 16 of CAA Rules in the English newspaper **"Indian Express"** Ahmedabad Edition and in Gujrati newspaper **"Sandesh"** Ahmedabad Edition. This Tribunal Further, directed to send the notice in Form 'CAA-3' to the Statutory Authorities-viz. (i) Central Govt. through the Regional Director, North-Western Region, (ii) Registrar of Companies, Gujarat, (iii) concerned Income Tax Authorities, for both the companies; and (iv) Reserve Bank of India, (v) BSE Limited, (vi) National Stock Exchange Limited and (vii) Securities and Exchange Board of India for the Petitioner Transferee Company and (viii) Official Liquidator, Gujarat, only for the Transferor Company along with a copy of the Scheme and other requisite documents and disclosures stating that representation, if any, to be made by them, be made within 30 days from the date of receipt of such notice.

In compliances to the order dated 09.11.2020, the Petitioner companies served notices to the respective statutory Authorities. The notice of hearing of petition was also published in vernacular language (Gujarati Daily) **"Sandesh"** and in English language (English Daily) **"Indian Express"** of Ahmedabad editions on 21st & 23rd November 2020 respectively. The affidavit of service and

publication along with necessary proof of services to the statutory was filed on 24th November 2020.

10. The Regional director (hereinafter referred to as **"RD"**) filed its report on 3rd November 2020 and made the observations as under;

I. First observation made by RD in respect to the payment of stamp duty on the enhanced share capital if any.

II. Second observation made by RD in respect to details of secured creditors of the Petitioner Transferee Company. Rd observed that as per the Index of charges available under the MCA21 portal record, the Transferee Company have 02 secured charges for the Rs. 194.4 Crores in favour of the Union Bank of India however as per certificate issued by the M/s Rashmin R. Patel & Co., Chartered Accountant, there are 03 secured creditors namely Union Bank of India, Axis Bank of India and HDFC Bank Limited having total debt to the tune of Rs. 190.42 as on 31.05.2020.

11. The Official Liquidator also filed a report dated 2nd November 2020 wherein no adverse observations were made. However, official Liquidator has prayed from this Tribunal to direct to petitioner companies to comply the statutory provisions of all applicable laws. The Official Liquidator has also sought directions from this

Tribunal to be issued to preserve the books of accounts, papers and records of the Transferor Company and not to dispose of the same without prior permission of the Central Govt. as per the provisions of Section 239 of the Companies Act, 2013.

12. The Petitioner Companies have filed a common additional affidavit dated 11th November 2020 in response to the said representations of the Regional Director as well as the Official Liquidator;

i. In response to the payment of stamp duty the Petitioner Transferee Company has undertaken to pay the difference of amount of stamp duty on the enhanced Authorized Capital if any.

ii. In response to clarification of secured creditors of Transferee Company the petitioner companies clarified that the Petitioner Company had One Secured creditors (Union Bank of India) from whom the petitioner Transferor Company had already borrowed and charge has been created which was shown on MCA portal. The Transferee Company has further availed loans from two more secured creditors i.e. Axis Bank Limited and HDFC Bank Limited. The Company was in the process for creating charge over its assets in favour of these two Secured creditors and the said issue has also

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been clarified by the Chartered Accountant in its certificate. Hence, the names of remaining two secured creditors were not reflecting on MCA portal. In view of the same, the Petitioner Transferee Company had sought approval from three Secured Creditors for the proposed scheme. Now, the loan borrowed from remaining two creditors has been updated. On 6th November, 2020, charge has been created in favour of Axis Bank Limited and their name is reflecting on MCA portal and the charge has been created in favour of HDFC Bank Limited on 13th November 2020 and it is also reflecting on MCA Portal.

13. The Registrar of Companies mentioned in its report that there are no complaints against the petitioner companies and there are no objections against the proposed Scheme.

14. It is stated that no Representations were received from the Income Tax Authorities or any other statutory authorities for either of the companies.

15. It is submitted by the petitioner Companies that on the basis of the records of the Petitioner Companies, as on 31st March 2020, there is no undisputed outstanding demand for income tax for either of the petitioner companies. There are some disputed

outstanding demands from the Petitioner Transferee Company for several Assessment Years by the Income Tax Department. The Petitioner Transferee Company has filed reply against said demands and most of them are pending before Commissioner of Income Tax (Appeals). It has been pointed out that the same shall not impact on the scheme proceedings as the Petitioner Transferee Company shall continue to exist and be liable to pay the demands as and when it's crystallized. The Petitioner Companies have undertaken to abide by all the applicable provisions of the Income Tax Act.

16. It has been submitted by the advocate appearing for the Petitioner Companies that the Scheme was not against the public policy. It has also been stated that it shall not adversely affect the interests of the secured and/or unsecured creditors. It has also been submitted that all statutory obligations under all applicable laws shall be complied with.

17. The Petitioner Companies have stated in the Petition that no inspection or investigation has been instituted or is pending against any of the petitioner companies under the provisions of the Companies Act, 2013. It has also been stated that if there is any deficiency found, or violation committed of any enactment, statutory rules or regulations, the sanction granted by the

Tribunal to the scheme will not come in the way of action being taken in accordance with law, against the concerned persons, directors and officials of the petitioners.

18. In compliance with the proviso to clause (e) of sub-section (7) of Section 230 of the Companies Act, 2013, certificate from the statutory auditors of the Petitioner Transferee Company dated 21st May 2020, is placed on record confirming that the accounting treatment as proposed under the Scheme is in conformity with the applicable Accounting Standards prescribed under section 133 of the Companies Act, 2013.

19. On the basis of the submissions made by the learned counsel and by considering the entire facts and circumstances of the company petition and on perusal of the Scheme and the proceedings, it appears that the requirements of the provisions of section 230 and 232 read with Section 66 of the Companies Act, 2013 are satisfied by the petitioner companies. We are of the considered view that the proposed Scheme of Amalgamation is bona fide and in the interest of the shareholders and creditors. Hence, the Company Petition No. CP (CAA) No. 57 of 2020 is allowed. The Scheme of Amalgamation envisaging amalgamation of M/s Trion Chemicals Private Limited the Petitioner Transferor Company which is the Wholly Owned Subsidiary with the parent company i.e. M/s Bodal

Chemicals Limited. The list of the assets of the Undertaking of the Transferor Company attached here as **Annexure-B** forms part of this order. It is declared that the said sanctioned scheme shall be binding on the petitioner companies and their shareholders, creditors and all concerned under the scheme. This Tribunal orders as under;

ORDER

I. The Scheme of Amalgamation attached herewith as **Annexure-A)** is approved. Upon the Scheme being effective, in consideration of the amalgamation, the Transferee Company shall not be required to issue and allot any shares, as all the Equity and Preference Shares of the Transferor Company are held by the Petitioner Transferee Company and its nominees.

II. All the properties, rights and powers of the Transferor Company, specified in the first, second and third parts of the schedule of assets attached hereto and all the other properties, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 232 of the Act, be transferred to and vested in the Transferee Company, but subject nevertheless to all charges now affecting the same, if any.

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III. All the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 232 of the Act, be transferred to and become the liabilities and duties of the Transferee Company.

IV. All proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company.

V. The shares of the Petitioner Transferor Company held by the Petitioner Transferee Company shall stand cancelled and extinguished by process of law as envisaged under Clause 13.1 of the Scheme.

VI. The Petitioner companies within thirty days from the date of receipt of this order, cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the entire Undertaking of the Transferor Company shall stand transferred to the Transferee Company and the Registrar of Companies shall place all documents relating to the Transferor Company to the file kept by him in relation to the Transferee Company and the files relating to the said two companies shall be treated accordingly.



VII. Upon Scheme being effective, the Transferor Company shall stand dissolved without winding up proceedings.

VIII. Upon Scheme being effective, the Authorised Capital of the Transferor Company shall be consolidated with the Authorised Capital of the Transferee Company as envisaged under clause 16 of the Scheme.

IX. The legal fees/expenses of the Office of the Regional Director are quantified at Rs. 10,000/- in respect of the Scheme of Amalgamation for both the petitioner companies.

X. The legal fees/expenses of the Office of the Official Liquidator is quantified at Rs. 10,000/- for the Petitioner Transferor Company only. The aforementioned legal fees/expenses to the Regional Director and the Official Liquidator shall be paid by the petitioner Transferee Company.

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All concerned authorities to act on a copy of this order along with the Scheme of Amalgamation duly authenticated by the Registrar of this Tribunal. The Registrar of this Tribunal shall issue the authenticated copy of this order along with the Scheme of Amalgamation immediately.

XII. The Petitioner Companies are directed to lodge a copy of this order, and the approved Scheme and schedule of immovable assets of the Transferor Company attached as **Annexure-B** with this order, duly authenticated by the Registrar of this Tribunal, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty, if any, on the same within 30 days from the receipt the copy of the order.

XIII. The Petitioner Companies are directed to file a copy of this order along with a copy of the scheme with the concerned Registrar of Companies, electronically, along with E-form INC-28 in addition to physical copy as per relevant provisions of the Act.

XIV. Any person interested shall be liberty to apply to the Tribunal in the above matter for any direction that may be necessary.

20. The Company Petition CP (CAA) No. 57 of 2020 connected with CA (CAA) No. 55 of 2020 is disposed of.

No order as to costs.

(VIRENDRA KUMAR GUPTA)
MEMBER (TECHNICAL)

(MADAN B GOSAVI)
MEMBER (JUDICIAL)

NATIONAL COMPANY LAW TRIBUNAL AHMEDABAD

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ANNEXURE - A

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SCHEME OF AMALGAMATION

OF

TRION CHEMICALS PRIVATE LIMITED

(Transferor Company)

WITH

BODAL CHEMICALS LIMITED

(Transferee Company)

(UNDER SECTIONS 230 to 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013)

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BODAL CHEMICALS LTD.

BODAL CHEMICALS LTD.

TRION CHEMICALS PVT. LTD. AHMEDABAD

PREAMBLE

I. DESCRIPTION OF THE COMPANIES:

(a) Bodal Chemicals Limited(CIN:L24110GJ1986PLC009003) (hereinafter referred to as **"BODAL"** or **"Transferee Company"**) is a listed public limited company incorporated under the Companies Act, 1956having its registered office at Plot No. 123-124, Phase-1, GIDC Estate, Vatva, Ahmedabad 382 445 in the state of Gujarat. The Transferee Company is *inter alia* engaged in the manufacturing as well as trading in all kinds of dyestuffs, dyes intermediates and basic and other chemicals etc; Company is also engaged in export and import of all such products.

(b) Trion Chemicals Private Limited (CIN: U51900GJ2009PTC056781) (hereinafter referred to as **"TCPL"** or **"Transferor Company"**) is aprivate Limited company incorporated under the Companies Act, 1956 having its registered office atPlot No. 123-124, Phase-1, GIDC Estate, Vatva, Ahmedabad 382 445 in the state of Gujarat. The Transferor Companyis presently engaged in the Manufacturing and trading of specialty chemicals i.e. Trichloroisocyanuric Acid (TCCA) that is mainly used for water purification and other related purposes. It is a Wholly Owned Subsidiary of Bodal Chemicals Limited, the Transferee Company.

II. FACTS, RATIONALE AND BENEFITS:

The Transferee Company is the sole shareholder in the Transferor Company holding 100% shares alongwith a nominee. It has been realised by the Board of Directors of both the companies that the amalgamation of both these companies shall be helpful to achieve the following objectives:-

(a) The commercial activities of both the companies are of similar nature and amalgamation will result in business and operational synergies in terms of complete integration of facilitates which would result in optimum utilization of capital and resources and reduction in overall operating and maintenance cost and benefits of economies of scale.

(b) simplify management structure, leading to better administration and a reduction in costs from more focused operational efforts, rationalization, standardization and simplification of business

processes, and the elimination of duplication, and rationalization of administrative expenses;

(c) The amalgamation will result in reduction in the multiplicity of legal and regulatory compliances and reduced costs.

(d) Simplify shareholding structure and reduce shareholding tiers;

In view of the aforesaid, the Board of Directors of both the companies have considered and proposed the amalgamation of the entire undertaking and business of the Transferor Company with the Transferee Company pursuant to the provisions of Sections 230 to 232 of the Act and other relevant provisions of the Act, and other Applicable Laws.

1. **DEFINITIONS:**

In this Scheme unless the meaning or context otherwise requires (i) terms defined in the introductory paragraphs above shall have the same meanings throughout this Scheme; and (ii) the following words or expressions, wherever used, (including in the introductory paragraphs above) shall have the meanings set out below:

1.1 **"Act"** means the Companies Act, 2013, including any rules, regulations, circulars, directions or guidelines issued thereunder or any statutory modifications or re-enactments or amendments thereof from time to time;

1.2 **"Appointed Date"** means April 1, 2019;

1.3 **"Effective Date"** means the date on which the last of conditions referred to in Clause 18 hereof have been fulfilled;

1.4 **"Scheme of Amalgamation"** or **"this Scheme"** or **"the Scheme"** means this Scheme of Amalgamation in its present form or with any modifications made under Clause 17 of the Scheme or any modifications approved or directed by the Tribunals or any other Governmental Authority;

1.5 **"Transferee Company"** means Bodal Chemicals Limited a public limited company incorporated under the Companies Act, 1956, having its registered office at Plot No. 123-124, Phase-1, GIDC Estate, Vatva, Ahmedabad 382 446 in the state of Gujarat

1.6 **"Transferor Company"** means Trion Chemicals Private Limited, a private limited company incorporated under the Companies Act, 1956, having its registered office at Plot No. 123-124, Phase-1, GIDC

Estate, Vatva, Ahmedabad 382 445 in the state of Gujarat.

1.7 **"Tribunal"** means National Company Law Tribunal, Ahmedabad Bench having jurisdiction in relation to the Transferee Company and the Transferor Company;for approving the scheme of arrangement, compromise or reconstruction of a company under Section 230 to 232 of the Act;

1.8 **"Undertaking"** means all the undertaking and entire business of the Transferor Company including, without limitation:

(a)all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, work-in-progress, present, future or contingent of whatsoever nature) of the Transferor Company, whether or not recorded in the books of accounts of the Transferor Company(including, without limitation, the freehold and leasehold properties of the Transferor Company), investments of all kinds (including but not limited to shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates, including in subsidiaries, associates, joint ventures, whether in India or abroad),licenses, furniture, fixtures, machinery, office equipment, computers, fixed assets, current assets (including, without limitation, all inventories, stock-in-trade or stock-in-transit, supplies, finished goods, packaging items, wherever located), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Company financial assets, vehicles, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and where-so-ever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company,

whether in India or abroad;

(b) all permissions, approvals, consents, subsidies, privileges, permits, quotas, rights, claims, entitlements, refunds, registrations (including relating to sales tax, service tax, excise duty, value added tax (hereafter **"VAT"**), entry tax, octroi, Goods and Services Tax (hereafter **"GST"**)), licenses (including all licenses, benefits and approvals relating to **EXPORTS**), clearances, exemptions, authorizations, no objection certificates, registrations, income tax benefits and exemptions, indirect tax benefits and exemptions (including, but not limited to credits in respect of income tax, sales tax, service tax, excise duty, VAT, turnover tax, GST, tax credits, tax refunds, all tax holiday, including its continued benefits, incentives, exemptions, concessions and other benefits or privileges, security transaction tax, Minimum Alternate Tax (hereafter **"MAT"**) credit, duty entitlement credit certificates), all other rights, benefits and Transferor Company Liabilities related thereto, powers and facilities of every kind, nature and description whatsoever, provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Company;

(c) all contracts, agreements, concessions (of any nature and any rights therein or thereto or thereunder), memoranda of understanding, letters of intent, other arrangements, undertakings, deeds, bonds, insurance covers and claims, clearances and other instruments of whatsoever nature and description, if any, whether written, oral or otherwise, to which the Transferor Company is a party to, or to the benefit of which the Transferor Company may be eligible;

(d) all intellectual property rights of any nature whatsoever, books, records, files, papers, software licenses (whether proprietary or otherwise), and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company along with any and all goodwill of the Transferor Company;

(e) right to any claim not presented or made by the Transferor Company in respect of refund of any tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any Law made by any Governmental Authority, and in respect of set-off, carry forward

of accumulated losses, unabsorbed depreciation and MAT credit, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under and in accordance with any Law, whether in India, or anywhere outside India; and

(f) all Transferor Company Liabilities, lien, security or Encumbrance in relation thereto, whether in Indian rupees or foreign currency.

It is intended that the definition of 'Undertaking' under this Clause would enable the transfer of all property, assets, rights, duties, licenses of the Transferor Company and Transferor Company Liabilities into the Transferee Company pursuant to this Scheme.

2. **DATE OF TAKING EFFECT**

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Tribunal shall be effective from the Appointed Date but shall be operative from the Effective Date.

3. **JUSTIFICATION FOR APPOINTED DATE**

The draft Scheme for the said amalgamation was prepared and Registered Valuer was appointed to get Valuation Report in the month of March 2020 on the basis of the latest audited financial statements as on 31st March 2019, with appointed date 01st April, 2019. Relevant consultants were also appointed for the said work in March, 2020. Further, company has also planned Board meeting to considered scheme in month of March, 2020, however, due to wide spread of COVID-19 in India, Global Pandemic situation and starting of complete lock down throughout the country for a long time, during the month of March 2020, the Company was unable to complete the requisite formalities like passing the Board Resolutions, submission of the Scheme to the concerned Stock Exchanges and to file the proceedings with the Tribunal, within the stipulated time, viz. 12 months from the date of the last financial year. Since the proposed Scheme involves amalgamation of a Wholly Owned Subsidiary with the Parent Company, which is a listed company, the proposed Appointed date shall not be prejudicial to any of the stake holders or to the public interest. Due to the extra ordinary circumstances and unforeseen Act of God, it is not practical or advisable to make any

change in the originally proposed Appointed Date, as it will be practically impossible to prepare another set of audited financial statements of any later date, get the revised Valuation Report etc. in the near future. It is reiterated that the proposed Appointed Date of 1st April 2019 shall not adversely affect the rights and interest of any of the stakeholders and that of the public at large.

4. **SHARE CAPITAL**

4.1. The share capital of the Transferor Company as on March 31, 2019 is as under:

Particulars	Amount in Rs.
Authorised	
1,00,00,000 equity shares of ₹ 10/- each	10,00,00,000
75,00,000 Preference Shares of Rs. 10/- each	7,50,00,000
Total	17,50,00,000
Issued Subscribed & Paid-up	
99,86,095 equity shares of ₹ 10/- each	9,98,60,950
46,00,000 preference shares of Rs.10/- each	4,60,00,000
Total	14,58,60,950

There is no change in the capital structure of the company since the above referred date.

4.2. The share capital of the Transferee Company as on March 31, 2019is as under:

Particulars	Amount in Rs.
Authorised	
13,50,00,000 equity shares of Rs. 2/- each	27,00,00,000
2,50,00,000 preference shares of Rs. 10/- each	25,00,00,000
Total	52,00,00,000
Issued, Subscribed & Paid-up	
12,21,88,765 equity shares of Rs. 2/- each fully paid-up	24,43,77,530
Total	24,43,77,530

There is change in the capital structure of the company since the above referred date. Authorised Share Capital has been reclassified by

the members through Postal Ballot as on 28th June, 2019. The company has issued and allotted 1,41,400 equity shares under ESOP Scheme as on 21-05-2019. The Current capital structure is mentioned as below:.

Particulars	Amount in Rs.
Authorised	
16,00,00,000 equity shares of Rs. 2/- each	32,00,00,000
2,00,00,000 preference shares of Rs. 10/- each	20,00,00,000
Total	52,00,00,000
Issued, Subscribed & Paid-up	
12,23,30,165 equity shares of Rs. 2/- each fully paid-up	24,46,60,330
Total	24,46,60,330

5. **AMALGAMATION OF TRANSFEROR COMPANY WITH TRANSFEREE COMPANY**

5.1. Upon coming into effect of the Scheme and with effect from the Appointed Date and subject to the provisions of the Scheme, the entire Undertaking of the Transferor Company shall, pursuant to the sanction of the Scheme by the Tribunal and pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act, be and stand transferred to and vested in and/ or deemed to have been transferred to and vested in the Transferee Company, as a going concern, without any further act, deed, instrument, matter so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.

5.2. All the movable assets of the Transferor Company and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, without the need to execute any separate instrument, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date. Such delivery shall be made on a date which shall be mutually agreed upon between the Transferor Company and the Transferee Company on

or after the Effective Date.

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5.3. Upon this Scheme becoming effective, the secured creditors of the Transferor Company and/or other holders of security over the properties of the Transferor Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Transferor Company, as existing immediately prior to the amalgamation of the Transferor Company with the Transferee Company and the secured creditors of the Transferee Company and/or other holders of security over the properties of the Transferee Company shall be entitled to security only in respect of the properties, assets, rights, benefits and interest of the Transferee Company, as existing immediately prior to the amalgamation of the Transferor Company with the Transferee Company. It is hereby clarified that pursuant to the amalgamation of the Transferor Company with the Transferee Company, (a) the secured creditors of the Transferor Company and/or other holders of security over the properties of the Transferor Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Transferee Company and therefore, such assets of the Transferor Company which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company and (b) the secured creditors of the Transferee Company and/or other holders of security over the properties of the Transferee Company shall not be entitled to any additional security over the properties, assets, rights, benefits and interest of the Transferor Company and therefore, such assets which are not currently encumbered shall remain free and available for creation of any security thereon in future in relation to any current or future indebtedness of the Transferee Company.

5.4. Upon the Scheme coming into effect and with effect from the Appointed Date, in respect of any assets of the Transferor Company other than those mentioned in Clause 4.2 above, including actionable claims, sundry debtors, outstanding loans and advances, if any, all kind of banking accounts including but not limited to current and saving accounts, term deposits, recoverable in cash or kind or for value to be received and deposits, if any, with any person including any Governmental Authority, semi-Government, local and other authorities and bodies and customers, shall, without any further act, instrument

or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company. The Transferee Company shall upon sanction of the Scheme be entitled to the delivery and possession of all documents of title of such movable property in this regard.

5.5. Upon the Scheme coming into effect and with effect from the Appointed Date, all immovable property (including but not limited to freehold and leasehold properties, and any work-in-progress)of the Transferor Company, and any document of title, rights, interest and easements in relation thereto shall stand transferred to and be vested in the Transferee Company, as a successor of the Transferor Company, without any act or deed to be done or executed by the Transferor Company and/ or the Transferee Company. The Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay appropriate rent, rates, taxes and charges and fulfil all obligations, in relation to or applicable to all such immovable properties. The mutation and/or substitution of the title to the immovable properties shall be made and duly recorded in the name of the Transferee Company by the appropriate Governmental Authorities and third parties pursuant to the sanction of the Scheme by the Tribunals and upon the Scheme becoming effective in accordance with the terms hereof without any further act or deed to be done or executed by the Transferor Company and/ or the Transferee Company. It is clarified that the Transferee Company shall be liable to pay the applicable stamp duty upon the order of the Tribunal sanctioning the scheme.

5.6. Upon coming into effect of the Scheme and with effect from the Appointed Date, all Transferor Company Liabilities, and duties and obligations of the Transferor Company, as on or after the Appointed Date whether provided for or not in the books of accounts of the Transferor Company, and all other Transferor Company Liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date shall, pursuant to the Tribunal Order(s) or such other Governmental Authority as may be applicable under the provisions of the Act, without any further act or deed, be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become as from the Appointed Date the Transferor Company Liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the

Transferor Company. 291

5.7. Without prejudice to the above provisions, upon the Scheme coming into effect and with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes. For the avoidance of doubt, it is clarified that upon the Scheme coming into effect and with effect from the Appointed Date, to the extent there are inter-corporate loans, deposits, obligations, balances or other outstanding as between the Transferor Company inter-se and/or the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of such assets or liabilities as the case may be.

5.8. Without prejudice to the above provisions, upon the Scheme coming into effect and with effect from the Appointed Date, all inter-se contracts solely between the Transferor Company and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of accounts and records of the Transferee Company. With effect from the Appointed Date, there will be no accrual of income or expense on account of any transactions, including *inter-alia* any transactions in the nature of sale or transfer of any goods, materials or services, between the Transferor Company and the Transferee Company. For avoidance of doubt, it is hereby clarified that with effect from the Appointed Date, there will be no accrual of interest or other charges in respect of any inter se loans, deposits or balances between the Transferor Company and the Transferee Company.

5.9. Upon coming into effect of the Scheme, all taxes (including but not limited to income tax, sales tax, excise duty, service tax, VAT, GST) paid or payable by the Transferor Company in respect of their respective operations and/or the profits of businesses, on account of the Transferor Company and, in so far as it relates to tax payment whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the operations and/or the profits of the business after the Appointed Date shall be deemed to be the corresponding item paid by the Transferee Company,

and shall, in all proceedings, be dealt with accordingly.

5.10. Upon coming into effect of the Scheme, all the profits or income, taxes (including any carry forward accumulated losses, unabsorbed depreciation, advance tax, tax deducted at source, foreign tax credit and MAT credit as per applicable tax laws) or any costs, charges, expenditure accruing or arising to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company shall for all purposes be treated and deemed to be and accrue from the Appointed Date as the profits or income, taxes (including any carry forward of accumulated tax losses, unabsorbed depreciation, advance tax, tax deducted at source, foreign tax credit, MAT credit in terms of applicable tax laws), costs, charges, expenditure or losses of the Transferee Company, as the case may be.

5.11. For avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon coming into effect of this Scheme and with effect from the Appointed Date, in accordance with the provisions of relevant Laws, consents, approvals, permissions, all licenses including EPCG licenses, UNITED STATES Environmental Protection Agency(EPA) Licenses, GPCB Licenses, SIA licenses and approvals, registrations, certificates, grants, concessions, authorities (including for the operation of bank accounts and demat accounts), powers of attorneys given by, issued to or executed in favour of the Transferor Company, and the rights and benefits and liabilities under the same shall, in so far as they relate to the Transferor Company and all quality certifications and approvals, permits, quotas, rights, entitlements, tenancies, immovable properties, patents and domain names, copyrights, brands, trade secrets, product registrations and other intellectual and industrial property and all other interests relating to the goods or services being dealt with by the Transferor Company, shall without any further act or deed be transferred to and vested in the Transferee Company under the same terms and conditions as were applicable to the Transferor Company immediately prior to the coming into effect of this Scheme. In so far as the various incentives, sales tax, deferral benefits, subsidies (including applications for subsidies), available tax credits (including MAT credit, if any), rehabilitation schemes, grants, permissions, approvals, sanctions, remissions, special reservations, income tax benefits and exemptions, all tax holiday, including its continued benefits, incentives, exemptions, concessions

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and other benefits or privileges, concessions, special status and other benefits or privileges enjoyed, granted by any person (including any Governmental Authority), or availed of or to be availed of by the Transferor Company is concerned, the same shall, without any further act or deed, in so far as they relate to the Transferor Company, vest with and be available to the Transferee Company on the same terms and conditions as were applicable immediately prior to the coming into effect of this Scheme. The Transferee Company may apply for the endorsement of the Governmental Authorities as may be required under Applicable Law and shall file the relevant intimations, if any, for the record of the Governmental Authorities who shall take them on file, pursuant to the Scheme coming into effect.

5.12. For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that in order to ensure (i) implementation of the provisions of the Scheme; (ii) uninterrupted transfer of the relevant consents, approvals, patents, permissions, licenses, registrations, certificates etc.; and (iii) continued vesting of the benefits, exemptions available to the Transferor Company in favour of the Transferee Company, the Board of Directors of the Transferee Company shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable and the same shall be considered as giving effect to the Tribunal Order(s) and shall be considered as an integral part of this Scheme. Further, the Transferee Company shall be deemed to be authorized to execute or enter into necessary documentations with any regulatory authorities or third parties, if applicable, on behalf of the Transferor Company and to carry out or perform all such formalities or compliance required for the purpose of implementation of the provisions of the Scheme.

5.13. On and from the Effective Date, and thereafter, the Transferee Company shall be entitled to operate all bank accounts, demat accounts, if any, of the Transferor Company and realize all monies and complete and enforce all pending contracts and transactions and to accept stock returns and issue credit notes in respect of the Transferor Company in the name of the Transferee Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme have been formally given effect to under such contracts and transactions.

5.14. For avoidance of doubt and without prejudice to the generality of any applicable provisions of this Scheme, it is clarified that with effect from the Effective Date and till such time the name of the bank accounts of the Transferor Company would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of the Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, deposit slips, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company. It is hereby expressly clarified that any legal proceedings by or against the Transferor Company in relation to cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company shall be instituted, or as the case may be, continued, by or against, the Transferee Company after the coming into effect of the Scheme.



6. **CONSEQUENTIAL TAX MATTERS**



6.1. Upon the Scheme becoming effective, the Transferee Company shall have the right to revise their respective tax returns along with prescribed forms, filings and annexures under the IT Act (even in a case where the due date to revise the income tax returns have expired under the provisions of the IT Act), and laws in relation to the GST, central sales tax, applicable State VAT, entry tax, service tax, excise duty and other tax laws, and to claim refunds and/or credit for taxes paid (including advance tax, self-assessment tax, tax deducted at source, MAT, foreign tax credit, dividend distribution tax, wealth tax, etc.) and for matters incidental thereto, if required to give effect to the provisions of the Scheme.





6.2. All tax assessment/adjudication proceedings/ appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be

continued and/or enforced until the Effective Date by the Transferor Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

6.3. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.

6.4. Any refund, under the IT Act and laws in relation to service tax, excise duty, central sales tax, applicable state VAT, entry tax, customs, foreign trade policy,GST, State industrial and incentive policies and schemes or other Applicable Laws or regulations dealing with taxes or duties or levies due to Transferor Company consequent to the assessment made on Transferor Company (including any refund for which no credit is taken in the accounts of the Transferor Company) as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company upon this Scheme becoming effective.

6.5. The tax payments (including, without limitation income tax, dividend distribution tax, service tax, excise duty, central sales tax, applicable state VAT, entry tax, customs, GST etc.) whether by way of tax deducted at source, advance tax or otherwise howsoever, by the Transferor Company after the Appointed Date, shall be deemed to be paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

6.6. Further, any tax deducted at source by Transferor Company or the Transferee Company on transactions with the Transferee Company or the Transferor Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax / advance tax deducted at source paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

6.7. Upon the Scheme coming into effect, any obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company.

6.8. All intangible assets (including but not limited to goodwill) belonging to but not recorded in the books of account of the Transferor Company and all intangible assets (including but not limited to goodwill) arising or recorded in the process of the amalgamation in books of account of Transferee Company shall, for all purposes, be regarded as an intangible asset in terms of Explanation 3(b) to Section 32(1) of the IT Act and Transferee Company shall be eligible for depreciation on the same at the prescribed rates.

6.9. For the period after the Appointed Date, all its continued benefits, incentives, exemptions, concessions and other benefits or privileges enjoyed by the Transferor Company granted by any government body, regulatory authority, local authority, by any other person or law or availed of by the Transferor Company, the same shall without any other further act or deed shall vest with and be available to the Transferee Company on the same terms and conditions.

6.10. Without prejudice to the generality of the above, all benefits, incentives, losses (including but not limited to book losses, tax losses), book unabsorbed depreciation, tax unabsorbed depreciation, credits (including, without limitation income tax, MAT, tax deducted at source, foreign tax credit, dividend distribution tax, wealth tax, service tax, excise duty, central sales tax, applicable state VAT, customs duty, foreign trade policy benefits, State industrial policy and incentive schemes, drawback, etc.) to which the Transferor Company is entitled to, shall be available to and vest in the Transferee Company, in terms of Applicable Laws, upon this Scheme coming into effect.

6.11. Upon the coming into effect of this scheme, all tax compliances under any tax laws by the Transferor Company on or after Appointed Date shall be deemed to be made by the Transferee Company.

7. **LEGAL PROCEEDINGS**

7.1. If any suits, actions and proceedings of whatsoever nature (hereinafter referred to as the **"Legal Proceedings"**) by or against the Transferor Company are pending on the Effective Date, the same shall not abate / be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but on and from the Effective Date, the Legal Proceedings may be continued and enforced by

or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.

7.2. It is clarified that until this Scheme comes into effect, the Transferor Company shall in consultation with the Transferee Company continue and enforce the Legal Proceedings whether pending or initiated pending the coming into effect of this Scheme.

8. CONTRACTS, DEEDS, BONDS, APPROVALS AND OTHER INSTRUMENTS

8.1. For avoidance of doubt and without prejudice to the generality of Clause 4 above, it is clarified that upon the coming into effect of this Scheme and with effect from the Appointed Date and without any further act of the Transferor Company and the Transferee Company, all memoranda of understanding, contracts, , no objection certificates, rights, consents, permissions, quotas, deeds, bonds, agreements, arrangements, mortgages, indemnity, incentives, engagements, registrations, schemes, assurances, licenses, insurance policies and claims, business claims, guarantees, powers of attorney, authorities given by, issued to or executed in favour of the Transferor Company, quality certifications and approvals, trademarks, patents and domain names, copyrights, industrial designs, trade secrets, product registrations and other intellectual property and other interests relating to the Undertaking and other instruments (including all tenancies, leases (other than leases entered into between the Transferor Company and the Transferee Company), and other assurances in favour of the Transferor Company or powers or authorities granted by or to it) of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be transferred to and vested in the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the rights and benefits under the same shall be available to the Transferee Company and, shall continue in full force and effect against or in favour of the Transferee Company as the case may be, under the same terms and conditions, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or oblige or obligor

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8.2. It is hereby clarified that by virtue of the provisions of the Scheme and pursuant to the Tribunal Order(s) sanctioning the Scheme, upon the Scheme coming into effect, all rights, services, obligations, liabilities, responsibilities undertaken by or in favour of the Transferor Company under any contractual arrangements shall automatically stand transferred to and vested in and/ or shall be deemed to have been transferred to and vested in the Transferee Company and all benefits to which the Transferor Company is entitled to shall be available to and vested in and/ or shall be deemed to have been available to and vested in the Transferee Company, as a successor-in-interest and the Transferee Company shall be entitled to deal with the same in place and stead of the Transferor Company, as if the same were originally performed or conferred upon or given or issued to or executed in favour of the Transferee Company, and the rights and benefits under the same will be available to the Transferee Company, without any further act or deed. The Transferee Company shall discharge its obligation in respect of the services to be performed/ provided or in respect of payment of service charges under any contractual arrangements instead of the Transferor Company.

8.3. Without prejudice to the above, the Transferee Company shall, if so desirable or required or as may be necessary, upon the coming into effect of this Scheme and with effect from the Appointed Date, issue writings to the extent that the Transferor Company is required prior to the Effective Date to issue such writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company, as the case may be. Further, the Transferee Company shall be deemed to be authorized to issue any such writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company.

8.4. Without prejudice to the above, it is further clarified that with respect to approvals, permissions, licenses, registrations, consents that may require amendment for the purpose of giving effect to this Scheme and to ensure that there is no change in the entitlements otherwise available to the Transferor Company in the absence of this Scheme, the Transferee Company shall be permitted to use the name and approvals,

permissions, licenses, registrations, consents of the Transferor Company till such approvals, permissions, licenses, registrations, consents are so amended and updated, so as to enable the Transferee Company to continue to avail the entitlements otherwise available to the Transferor Company.

9. **SAVING OF CONCLUDED TRANSACTIONS**

9.1. The transfer of the assets and liabilities of the Transferor Company under Clause 4 above, the continuance of Legal Proceedings under Clause 6 above and the effectiveness of contracts, deeds, bonds, approvals and other instruments under Clause 7 above, shall not affect any transaction or Legal Proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

10. **EMPLOYEES**

10.1. Upon the coming into effect of this Scheme, all the employees of Transferor Company, if any, who are in service on the date immediately preceding the date on which the Scheme finally takes effect, (i.e. the Effective Date) on and from the Effective Date, shall become the employees of the Transferee Company without any break or interruption of service and with the benefit of continuity of service on terms and conditions which are not less favourable than the terms and conditions than those on which they are engaged by the Transferor Company immediately preceding the Effective Date.

10.2. Transferee Company agrees that the service of all employees of the Transferor Company immediately prior to the coming into effect of this Scheme shall be taken into account from the date of their respective appointment with the Transferor Company for the purposes of all retirement benefits to which they may be eligible in Transferee Company immediately prior to the coming into effect of this Scheme. Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, gratuity or other terminal benefits, such past service with Transferor Company, shall also be taken into account and agrees and undertakes to pay the same as and when payable.

10.3. Upon the coming into effect of this Scheme, the Transferee Company shall make all the necessary contributions for such transferred employees and deposit the same in provident fund, gratuity fund or superannuation fund or any other special fund or staff welfare scheme or any other special scheme. Transferee Company will also file relevant intimations to the Governmental Authorities concerned who shall take the same on record and substitute the name of the Transferor Company for the Transferee Company.

10.4. In so far as the existing provident fund, gratuity fund and pension and /or superannuation fund/trusts, retirement funds or employees state insurance schemes or pension scheme or employee deposit linked insurance scheme or any other benefits, if any, created by Transferor Company for employees, shall be transferred to the necessary funds, schemes or trusts of Transferee Company and till the time such necessary funds, schemes or trusts are created by Transferee Company, all contribution shall continue to be made to the existing funds, schemes or trusts of Transferor Company.

11. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

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

11.1.1. The Transferor Company shall be deemed to have been carrying on and shall carry on its businesses and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all of the assets of the Transferor Company for and on account of, and in trust for, the Transferee Company. The Transferor Company hereby undertakes to hold the said assets with utmost prudence until the Effective Date.

11.1.2. All the profits or income, taxes (including any carry forward accumulated losses, unabsorbed depreciation, advance tax, tax deducted at source, foreign tax credit and MAT credit) or any costs, charges, expenditure accruing to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company shall for all purpose be treated and be deemed to be and accrue as the profits, taxes, incomes, costs, charges, expenditure or losses of the Transferee Company, as the case may be, and will be available to the Transferee Company for being

disposed of in any manner as it thinks fit, post the Effective Date.

11.2. With effect from the date of the Board of the Transferee Company approving the Scheme and up to and including the Effective Date:

11.2.1. The Transferor Company shall carry on its businesses and activities with reasonable diligence, business prudence and shall not, without the prior written consent of the Transferee Company, venture into new businesses, invest in shares, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the undertaking or any part thereof, except in the ordinary course of business.

11.2.2. The Transferor Company shall not without prior written consent of the Transferee Company undertake any new business.

11.2.3. The Transferor Company shall not take any major policy decisions in respect of its management and for its business and shall not change its present capital structure without the prior written consent of the Transferee Company.

12. **DISSOLUTION OF THE TRANSFEROR COMPANY**

12.1. On the Scheme becoming effective, the Transferor Company shall be dissolved without being wound up without any further act by the Transferor Company and the Transferee Company.

12.2. On and with effect from the Effective Date, the name of the Transferor Company shall be struck off from the records of the RoC. The Transferee Company shall make all necessary filings in this regard.

13. Any obligations or steps which need to be undertaken by the Transferor Company pursuant to the sanction of this Scheme shall be fulfilled by the Transferee Company.

13. **CONSIDERATION**

13.1. Upon coming into effect of this Scheme, the Equity and Preference shares held by the Transferee Company in the Transferor Company shall stand automatically cancelled with effect from the Effective Date without any further application, act or deed and no consideration shall be issued against the same.

13.2. The entire issued, subscribed and paid up Equity and Preference share capital of TCPL is held by the BODAL. In other words, the TCPL is the wholly owned subsidiary of the Company. Accordingly, pursuant to this amalgamation, no shares of the Company shall be issued or

allotted, or payment made in cash whatsoever in respect of the shares held by the BODAL in TCPL. Upon the Scheme becoming effective, the entire equity and preference share capital of TCPL held by the BODAL alongwith the nominee shareholder shall stand cancelled and extinguished without any further act or deed by the Company. In view of the same, computing the valuation is not required.

Further, the Circular No. CFD/DIL3/CIR/2017/21 dated 10th Day of March, 2017 is not applicable to the Scheme, since the Scheme solely provides for merger of a wholly owned subsidiary with the parent company and in view of the aforesaid, the BODAL is not required to undertaken a valuation. However, BODAL has obtained voluntarily report for valuation of shares from Registered Valuer.

13.3 Mr. Pinakin Shah, Independent Registered valuer, having IBBI Registration No. IBBI/RV/05/2019/10728 has issued a report on the valuation of shares and have confirmed that the Transferor Company being a Wholly Owned Subsidiary of the Transferee Company, no shares are required to be issued towards consideration. The said Valuation Report have been duly considered by the Board of Directors of the Transferee Company and the Transferor Company.

14. **ACCOUNTING TREATMENT**

14.1 Notwithstanding anything in the other parts of the Scheme, the amalgamation of the Transferor Company with the Transferee Company shall be accounted for in the books of account of the Transferee Company in accordance with 'Pooling of Interest Method' of accounting as per Indian Accounting Standard (In AS) 103 (Business Combination) prescribed under Section 133 of the Act, which is applicable to the Transferee Company since this is a common control business combination.

14.2 Upon the Scheme becoming effective, the Transferee Company shall account for the amalgamation in its books as under:

(a) All the assets including intangible assets, whether or not recorded in the books of the Transferor Company and liabilities of the Transferor Company, including reserves shall stand transferred to the Transferee Company, and shall be recorded in the books of account of the Transferee Company at their existing carrying amounts and in the same form as at the Appointed Date.

(b) The investments in the share capital of Transferor Company shall stand cancelled and corresponding effect shall be given in the books of accounts and records of the Transferee Company.

(c) Inter-company balances and dues, if any, between both the Transferor Company and the Transferee Company shall stand cancelled and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of any assets or liabilities, as the case may be.

(d) The difference between the net assets (assets less liabilities) and reserves of the Transferor Company shall be transferred to the Transferee Company, and shall be adjusted in the capital reserve of the Transferee Company.

(e) It is hereby clarified that pursuant to this Scheme, all transactions conducted during the period between the appointed date and the effective date relating to the Transferor Company would be duly reflected in the Financial Statements of the Transferee Company, upon the Scheme coming into effect.

(f) Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of merger, as stated above, as if the merger had occurred from the beginning of the comparative period

14.3 In case of any differences in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail and the difference till the Appointed Date will be quantified and adjusted in the Profit and Loss account, to ensure that the financial statements of the Transferee Company reflects the financial position on the basis of a consistent accounting policy.

15. **VALIDITY OF EXISTING RESOLUTIONS, ETC.**

15.1. Upon the coming into effect of the Scheme and with effect from the Appointed Date, the resolutions of the shareholders and the Board of Directors of Transferor Company, including resolutions of any committees authorized by and comprising *inter alia*of members of the Board of Directors of Transferor Company, as are considered necessary by the Board of Directors of Transferee Company and which are validly subsisting, shall be considered as resolutions of Transferee Company.

15.2. With effect from the Effective Date, the security creation, borrowing and investment limits of the Transferee Company under the Act shall

be deemed without any further act or deed to have been enhanced by the security creation, borrowing and investment limits of the Transferor Company, such limits being incremental to the existing limits of the Transferee Company.

15.3. Any corporate approvals obtained by the Transferor Company, whether for purposes of compliance or otherwise, shall stand transferred to the Transferee Company and such corporate approvals and compliance shall be deemed to have been obtained and complied with by the Transferee Company.

16. **CONSOLIDATION OF AUTHORISED SHARE CAPITAL**

16.1. As an integral part of the Scheme, and, upon the coming into effect of the Scheme, the authorized share capital of the Transferor Company shall be deemed to be combined with the authorized share capital of the Transferee Company (reclassified in case of Equity Shares by reducing face value to Rs. Two(2) per share from existing face value of Rs.Ten(10) per share), without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to the RoC and the stamp duty and fees paid by the Transferor Company on its authorized share capital shall be set-off against any stamp duty and fees payable by the Transferee Company on any increase in the authorized share capital of the Transferee Company pursuant to the Scheme.

16.2. It is clarified that the approval of the Scheme by the members of the Transferee Company shall be deemed approval of the alteration of the memorandum and articles of association of the Transferee Company as required under Sections 13, 14, 61, 64 and other applicable provisions of the Act, and Clause V of the memorandum of association of the Transferee Company and Article 3 of the articles of association of the Transferee Company shall respectively stand substituted by virtue of the Scheme to read as follows:

16.3 Clause V of the memorandum of association of the Transferee Company shall stand substituted by virtue of the Scheme to be read as follows:

"V. The authorised Share Capital of the Company is Rs. 69,50,00,000/-(Sixty nine crores fifty lakhs only) divided into 21,00,00,000 (twenty one crores) Equity Shares of Rs.2/- each

and 2,75,00,000 (two crores seventy five lakhs) Preference Shares of Rs. 10/- each."

16.4 For the avoidance of doubt, it is hereby clarified that if the authorized share capital of the Transferor Company or the Transferee Company undergoes any change, either as a consequence of any corporate action or otherwise, then this Clause 15 shall automatically stand modified to take into account the effect of such change.

17. **APPLICATIONS TO THE NCLT**

17.1. The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make applications (as may be applicable) to the National Company Law Tribunal, Ahmedabad Bench for sanctioning this Scheme under Sections 230 to 232 of the Act for an order or orders thereof for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

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

18. **MODIFICATIONS/ AMENDMENTS TO THE SCHEME**

18.1. Subject to the approval of Tribunal, the Transferor Company and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee of the Board or persons, may consent, to any modifications or amendments of the Scheme or to any conditions or limitations that the Tribunals or any other Governmental Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the Tribunal or such other Governmental Authority for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme, whether inpursuance of a change in Law or otherwise. The Transferor Company and the Transferee Company by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof, shall be authorized to take all

such steps as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

18.2. For the purpose of giving effect to this Scheme or to any modification or amendments thereof or additions thereto, the delegate(s) and/ or Director(s) of Transferor Company and the Transferee Company may give and are hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on the Transferor Company and the Transferee Company, in the same manner as if the same were specifically incorporated in this Scheme.

19. **SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS**

The transfer of the Undertaking to the Transferee Company is and shall be conditional upon and subject to the following approvals, sanctions, orders and consents:

19.1 The Scheme being approved by the requisite majority both by value and number by such classes of shareholders and/or creditors (where applicable) of the Transferor Company and the Transferee Company as may be directed by the Tribunals, as required under Applicable Law.

19.2 Tribunal Order(s) under the provisions of Section 230 read with Section 232 of the Act being obtained by each of the Transferor Company and the Transferee Company from the Tribunal.

19.3 The certified/ authenticated copies of the Tribunal Order(s) sanctioning the Scheme being filed with the RoC by the Transferor Company and the Transferee Company.

19.4 Receipt of any other Governmental Approval to the transfer of the Undertaking and/or the Scheme, if required under Applicable Law.

20. **EFFECT OF NON-RECEIPT OF APPROVALS AND MATTERS RELATING TO REVOCATION AND WITHDRAWAL OF THE SCHEME**

20.1. In the event of any of the said approvals or conditions referred to in Clause18 above not being obtained and/ or complied with and/or satisfied and/or the Scheme not being sanctioned by the Tribunals and/or Tribunal Order(s) not being passed as aforesaid, this Scheme shall stand revoked, cancelled and be of no effect. The Transferor

Company and the Transferee Company shall, in such event, *inter se* bear and pay their respective costs, charges, expenses in connection with the Scheme.

20.2. In the event of revocation under Clause 19.1, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* to the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the Applicable Laws and in such case, each company shall bear its own costs unless otherwise mutually agreed.

20.3. The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to withdraw this Scheme prior to the Effective Date.

20.4. The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if they are of the view that the coming into effect of the Scheme with effect from the Appointed Date could have adverse implications on the combined entity post-amalgamation.

21. **COSTS**

All past, present and future costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme or implementation thereof and matters incidental thereto, shall be borne by the Transferee Company, till the Effective Date. It is further clarified that any costs arising or accruing to the Transferor Companyin carrying out and implementing this Scheme or implementation thereof and matters incidental thereto, as on or after the Effective Date, shall for all purpose be treated and be deemed to be arising or accruing as costs of the Transferee Company.

22. **NO CAUSE OF ACTION**

No third party claiming to have acted or changed his position in anticipation of this Scheme taking effect, shall get any cause of action

against the Transferor Company or the Transferee Company or their directors or officers, if the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.









Annex-B

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TRION

List of Assets of the Undertaking of Trion Chemicals Private Limited, as on 30th November 2020, to be transferred to Bodal Chemicals Limited, pursuant to the scheme sanctioned by the Hon'ble National Company Law Tribunal, Bench at Ahmedabad.

Schedule

Part I

Particulars of Freehold Properties

(i) Land:

Total Land area admeasuring 32424.00 sq. mts. situated on Survey No. 382 Located at **Moje-Neja,** Khambhat- Vataman Road, Ta.-Khambhat, Dist.-Anand.

(ii) Building:

Construction work on above said land situated on Survey No. 382 Located at **Moje-Neja,** Khambhat- Vataman Road, Ta.-Khambhat, Dist.-Anand are as mentioned below :

1	RCC SLAB WORK	6676.54	SQM
2	SHED/ROOF AREA	2349.88	SQM

(iii) Plant and Machinery:

All Plants and Machineries of Trion Chemicals Pvt Ltd mentioned in "Annexure A" are Movable and situated on Survey No. 382 Located at Moje-Neja, Khambhat- Vataman Road, Ta.-Khambhat, Dist.-Anand.

Part II

Particulars of Leasehold Properties

TRION CHEMICALS PVT. LTD. AHMEDABAD

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jistered Office:
t No. 123-124, Phase-I,
)C, Vatva, Ahmedabad-382 445.
jarat, India.
one: +91 79 25835437, 25834223

Factory Address:
Revenue Survey Number : 338
Village Neja, Taluka : Khambhat,
Dist: Anand-388620. Gujarat, India.
Phone: +91 70690 46756

E-mail: info@trioncpl.com
Website: www.trioncpl.com
CIN: U51900GJ2009PTC056781

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(i) Land: NIL

(ii) Building: NIL

(iii) Plant and Machinery: NIL

Part III

A. Particulars of Investment in Shares & Securities :

Nil

B. Particulars of Bank Accounts :

Sr. No	Bank & Branch	Type of Account	Account No.
1	State Bank of India, Commercial Branch, Ahmedabad	Term Deposit	36931913596
2	State Bank of India, Commercial Branch, Ahmedabad	Term Deposit	39102070474
3	State Bank of India, Commercial Branch, Ahmedabad	Term Deposit	39535712230
4	State Bank of India, Commercial Branch, Ahmedabad	Term Deposit	39646695273
5	State Bank of India, Commercial Branch, Ahmedabad	Current Account	35688443565
6	Union Bank of India, Industrial Finance Branch, Ahmedabad	Current Account	503501010032285
7	Union Bank of India, Industrial Finance Branch, Ahmedabad	Term Deposit	503503030002345
8	Union Bank of India, Industrial Finance Branch, Ahmedabad	Term Deposit	503503030002351

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C. Registration with Various Authorities under respective laws, Bodies etc. including licenses and benefits arising out of the notifications :

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Name of Authority	Nature of registration	Registration Number
INCOME TAX DEPARTMENT	PAN	AADCT9816H
	TAN	AHMT04572B
SALES TAX DEPARTMENT/ GST Registration	GST	24AADCT9816H1Z6
SERVICE TAX DEPARTMENT	S.T.REG.NO.	AADCT9816HSD001
	INPUT SERVICE DISTRIBUTOR	
	REG.NO.	
DGFT	IE CODE NO.	0815013949
EXCISE REGISTRATION NO.		AADCT9816HEM001
PF REGISTRATION NO.	PF CODE	GJAHD1565536000
ESI REGISTRATION		NA
FACTORY LICENCE NO.		27957
PROFESSIONAL TAX REGISTRATION NO.		RC12040359070
LIC GROUP GRATUITY POLICY NO.	POLICY NO	701002127
CONTRACTUAL LABOUR REGISTRATION NO.	REG.NO	AND/2016/CLRA/10
Electric Connections- Madhya Gujarat Vij Company Limited	Consumer No	15198
Other specific inclusions		
CHLORINE LICENSE		G/WB/GJ/06/94 (G35721)
U.S. Environmental Protection Agency	EPA LICENSE,USA Trion SIDC DIHYDRATE TECHNICAL TRION T.C.C.A. TECHNICAL	 92060-1 92060-2
Licence to Work Factory	Registration No License No.	264/24299/2017 27957

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CIN: U51900GJ2009PTC056781

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Gujarat Gas Ltd	Customer ID	500000636552
7/12 registration	Survey No	338
EPCG		0830010918
MEIS		0819061799
RCMC NO		CHEM/AHD/T-76/P-II/15-16/1561
	Advance License	0810141799
	Advance License	0810144264
	Advance License	0810144282
	Advance License	0810144588
	Advance License	0810148684
GPCB	CCA	AWH-86173
Govt. of India Ministry of Commerce & Industry	IEM	1844/SIA/IMO/2015
MOEF & Climate Change	EC	J-11011/143/2012-IA II(I)
ECIPL	ECIPL Membership	ECIPL-273

D. VEHICLES :

VEHICLE REG. NO.	MAKE	MODEL
GJ27 BE 2364	TOYOTA	INNOVA CRYSTA 2.8 G
GJ23 BC 0259	VOLTAS FORKLIFT	DVX20 FC BC HVT-2125
GJ23 BF 3473	HERO MOTOCORP	SPLENDOR PRO

For, TRION CHEMICALS PVT LTD.

Rakesh R. Patel
Director
DIN: 01554932

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TRION

Annexure A

Movable Plants and Machineries of Trion Chemicals Pvt Ltd.

- **Electrical Tag List**

SR. NO.	PLANT AREA & EQUIPMENT NAME	EQUIPMENT NUMBERING
1	CHILLER 1 COMPRESSOR MOTOR 1 & MOTOR 2	TCPL/EE/CH/CH1/001-002
2	CHILLER 1 OIL CIRCULATION MOTOR	TCPL/EE/CH/CH1/003
3	CHILLER 1 PLANT CIRCULATION MOTOR 1 & MOTOR 2	TCPL/EE/CH/CH1/004-005
4	CHILLER 1 CIRCULATION MOTOR 1 & MOTOR 2	TCPL/EE/CH/CH1/006-007
5	CHILLER 1 COOLING TOWER CIRCULATION PUMP 1 & PUMP 2	TCPL/EE/CH/CH1/008-009
6	CHILLER 1 COOLING TOWER FAN	TCPL/EE/CH/CH1/010
7	CHILLER 2 COMPRESSOR MOTOR 1 (2 NUNBER OF MOTORS)	TCPL/EE/CH/CH2/011-012
8	CHILLER 2 OIL CIRCULATION MOTOR	TCPL/EE/CH/CH2/013
9	CHILLER 2 PLANT CIRCULATION MOTOR 1 & MOTOR 2	TCPL/EE/CH/CH2/014-015
10	CHILLER 2 CIRCULATION MOTOR 1 & MOTOR 2	TCPL/EE/CH/CH2/016-017
11	CHILLER 2 COOLING TOWER CIRCULATION PUMP 1 & PUMP 2	TCPL/EE/CH/CH2/018-019
12	CHILLER 2 COOLING TOWER FAN	TCPL/EE/CH/CH2/020
13	CAUSTIC TRANSFER PUMP	TCPL/EE/CH/CTP/021
14	CAUSTIC BALANCING 32% STIRRURE	TCPL/EE/MP/CYS/022
15	CY SALT REACTOR STIRRURE 1 & STIRRURE 2	TCPL/EE/MP/CYS/023-024
16	CY SOLUTION TRANSFER PUMP 1 & PUMP 2	TCPL/EE/MP/CYS/025-026
17	32% CAUSTIC TRANSFER PUMP	TCPL/EE/MP/CYS/027
18	32% CAUSTIC TRANSFER TO MEASURING TANK	TCPL/EE/MP/CYS/028
19	CY SALT FILTER PRESS 1 & PRESS 2	TCPL/EE/MP/CYS/029-030
20	FLUSH WATER RECIVING TANK	TCPL/EE/MP/CYS/031
21	AIR COMPRESSOR	TCPL/EE/MP/CYS/032
22	CY SOLUTION TRANSFER PUMP 1 & PUMP 2	TCPL/EE/MP/GF/033-034
23	WATER CIRTAIN PUMP	TCPL/EE/MP/GF/035
24	VACUUME PUMP MOTOR (1, 2, 3, 4, 5, 6)	TCPL/EE/MP/FF/036-037-038-039-040-041
25	AIR COMPRESSOR	TCPL/EE/MP/FF/042
26	BLOWER	TCPL/EE/MP/FF/043
27	RVF 1 DRUM MOTOR	TCPL/EE/MP/FF/044

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28	RVF 1 STIRRURE	TCPL/EE/MP/FF/045
29	RVF 2 DRUM MOTOR	TCPL/EE/MP/FF/046
30	RVF 2 STIRRURE	TCPL/EE/MP/FF/047
31	CONVEIR BELT MOTOR	TCPL/EE/MP/FF/048
32	PHE PUMP 1 & PUMP 2	TCPL/EE/MP/SF/049-050
33	REACTOR STIRRURE MOTOR	TCPL/EE/MP/SF/051
34	BLOWER	TCPL/EE/MP/SF/052
35	BUFFER TANK STIRRURE MOTOR	TCPL/EE/MP/TF/053
36	SCRUBBER NO 2 & 3 BLOWER	TCPL/EE/MP/TF/054-055
37	WASTE WATER RECOVRY TANK	TCPL/EE/TF/GF/056
38	HYPO CELLING PUMP -1 & PUMP -2	TCPL/EE/TF/GF/057-058
39	HYPO SCRUBBER-4 CIRCULATION PUMP 1 & PUMP 2	TCPL/EE/TF/GF/059-060
40	HYPO SCRUBBER-3 CIRCULATION PUMP 1 & PUMP 2	TCPL/EE/TF/GF/061-062
41	HYPO SCRUBBER-2 CIRCULATION PUMP 1	TCPL/EE/TF/GF/063
42	ML CIRCULATION PUMP 1 & PUMP 2	TCPL/EE/TF/GF/064-065
43	SEAL COOLING 1 & 2	TCPL/EE/TF/GF/066-067
44	CAUSTIC TRANSFER PUMP 1 & PUMP 2	TCPL/EE/TF/GF/068-069
45	STS TANK STIRRURE MOTOR (1,2,3)	TCPL/EE/TF/GF/070-071-072
46	STS TRANSFER PUMP 1 & PUMP 2	TCPL/EE/TF/GF/073-074
47	FILTER PRESS 1 & PRESS 2	TCPL/EE/TF/GF/075-076
48	PH BALANCE TANK STIRRURE (1,2,3)	TCPL/EE/TF/GF/077-078-079
49	PH COLLECTION TO MEE TRANS. PUMP 1 & PUMP 2	TCPL/EE/TF/GF/080-081
50	PACKING AREA MOTOR	TCPL/EE/DP/GF/082
51	BURNER BLOWER MOTOR	TCPL/EE/DP/GF/083
52	DRYER PLANT 25 HP FD FAN	TCPL/EE/DP/GF/084
53	MAIN SCREW FIDDER	TCPL/EE/DP/FF/085
54	GRANULATOR 1 & 2 VIBRO MOTOR	TCPL/EE/DP/FF/086-087
55	GRANULATOR 1 & 2 ROLLER MOTOR	TCPL/EE/DP/SF/088 & 093
56	GRANULATOR 1 & 2 SCREW FIDDER	TCPL/EE/DP/SF/089 & 094
57	GRANULATOR 1 & 2 BIN MOTOR	TCPL/EE/DP/SF/090 & 095
58	GRANULATOR 1 & 2 MILL MOTOR	TCPL/EE/DP/SF/091 & 096
59	GRANULATOR 1 & 2 CRUSOR MOTOR	TCPL/EE/DP/SF/092 & 097
60	CONVEYING 2 BAG FILTER ROTARY VALVE MOTOR	TCPL/EE/DP/SF/098
61	DRYER PLANT MAIN BAG FILTER & CYCLONE ROTARY VALVE	TCPL/EE/DP/TF/099-100

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62	CONVEYING 1 & 2 CYCLONE ROTARY VALVE MOTOR	TCPL/EE/DP/TF/101-102
63	CONVEYING 1 BAG FILTER ROTARY VALVE MOTOR	TCPL/EE/DP/TF/103
64	MAIN SCREW	TCPL/EE/DP/TF/104
65	CONVEYING 1 & 2 CYCLONE SCREW MOTOR	TCPL/EE/DP/TF/105-106
66	CONVEYING 1 BAG FILTER SCREW MOTOR	TCPL/EE/DP/TF/107
67	DRYER PLANT 7.5 HP ID FAN	TCPL/EE/DP/TF/108
68	DRYER PLANT 75 HP ID FAN	TCPL/EE/DP/FF/109
69	DRYER PLANT 30 HP ID FAN	TCPL/EE/DP/FF/110
70	DRYER PLANT SCRUBBER MOTOR -1 & MOTOR 2	TCPL/EE/DP/GF/111-112
71	CLORINE PLANT HOT WATER CIRCULATION MOTOR-1 & MOTOR- 2	TCPL/EE/CP/HW/113-114
72	CLORINE PLANT CAUSTIC CIRCULATION MOTOR-1 & MOTOR -2	TCPL/EE/CP/CC/115-116
73	CLORINE PLANT BLOWER (1,2,3)	TCPL/EE/CP/VB/117-118-119
74	RAW WATER PUMP 1 & PUMP 2 (TO CONDENSE TANK)	TCPL/EE/RO/FF/120-121
75	RAW WATER PUMP 3 (TO FARM)	TCPL/EE/RO/GF/122
76	RO PLANT (1,2,3) RAW WATER PUMP	TCPL/EE/RO/RO1/123-125-127
77	RO PLANT (1,2,3) HIGH PRESSURE PUMP	TCPL/EE/RO/RO1/124-126-128
78	CONDENSE TRANSFER PUMP MOTOR 1 & MOTOR 2	TCPL/EE/ME/GF/129-130
79	BT-3 TO SETLER TRANSFER PUMP MOTOR 1 & MOTOR 2	TCPL/EE/ME/GF/131-132
80	WATER CIRCULATION NO 2 MOTOR 1 & MOTOR 2	TCPL/EE/ME/GF/133-134
81	WATER CIRCULATION NO 1 MOTOR 1	TCPL/EE/ME/GF/135
82	WATER CIRCULATION NO 1 MOTOR 1	TCPL/EE/ME/GF/136
83	BT- 2 TO CIRCULATION NO 3 TRANSFER MOTOR 1 & MOTOR 2	TCPL/EE/ME/GF/137-138
84	SEAL COOLING MOTOR 1 & MOTOR 2	TCPL/EE/ME/GF/139-140
85	WATER CIRCULATION NO 3 & 4	TCPL/EE/ME/GF/141-142
86	PH TO BT 1 TRANSFER PUMP MOTOR 1 & MOTOR 2	TCPL/EE/ME/GF/143-144
87	MEE PLANT FEED PUMP MOTOR 1 & MOTOR 2	TCPL/EE/ME/GF/145-146
88	HOT WELL PUMP MOTOR 1 & MOTOR 2	TCPL/EE/ME/GF/147-148
89	COLLING TOWER PUMP MOTOR 1 & MOTOR 2	TCPL/EE/ME/GF/149-150
90	ROOT BLOWER MOTER	TCPL/EE/ME/GF/151
91	ML PUMP MOTOR 1 & MOTOR 2	TCPL/EE/ME/FF/152-153
92	COOLING TOWER 1 & 2 FAN MOTOR	TCPL/EE/ME/FF/154-155
93	JET CLEANING PUMP MOTOR -1	TCPL/EE/ME/GF/156

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94	BT 3 STIRRURE	TCPL/EE/ME/FF/157
95	BT 2 STIRRURE	TCPL/EE/ME/FF/158
96	AIR COMPRESSOR	TCPL/EE/ME/SF/159
97	CENTRIFUGE 1 & 2 ROLLER MOTOR	TCPL/EE/ME/SF/160 & 162
98	CENTRIFUGE 1 & 2 PUSSER MOTOR	TCPL/EE/ME/SF/161& 163
99	HYDRO CYCLONE MOTOR 1 & MOTOR 2	TCPL/EE/ME/SF/164-165
100	SETLLER STIRRURE MOTOR	TCPL/EE/ME/TF/166
101	VACUUME PUMP MOTOR 1 & MOTOR 2	TCPL/EE/ME/TF/167-168
102	JET CLEANING PUMP MOTOR 2	TCPL/EE/ME/GF/169
103	BOILER BLOWER	TCPL/EE/BLR/GF/170
104	BOILER FEED WATER PUMP – 1 & 2	TCPL/EE/BLR/GF/171-172
105	BOILER HEAT RECOVERING PUMP	TCPL/EE/BLR/GF/173
106	RO STORAGE TANK TO PLANT TRANSFER PUMP – 1 & 2	TCPL/EE/RO/UGT/174-175
107	BOILER FEED TANK FILLING PUMP	TCPL/EE/RO/UGT/176
108	COLLING TOWER WATER FILLING PUMP	TCPL/EE/RO/UGT/177
109	GARDEN WATER PUMP MOTOR	TCPL/EE/GRD/UGT/178
110	DOMESTIC WATER PUMP MOTOR	TCPL/EE/WB/DOM/179

- **Mechanical List**

SR. NO.	PLANT AREA & EQUIPMENT NAME	EQUIPMENT NUMBERING
1	CHILLER 1 COMPRESSOR	TCPL/MECH/CH/CH1/001
2	CHILLER 1 COMPRESSOR	TCPL/MECH/CH/CH1/002
3	CHILLER 1 OIL CIRCULATION PUMP	TCPL/MECH/CH/CH1/003
4	CHILLER 1 PLANT CIRCULATION PUMP -1 & PUMP -2	TCPL/MECH/CH/CH1/004-005
5	CHILLER 1 CIRCULATION PUMP -1 & PUMP-2	TCPL/MECH/CH/CH1/006-007
6	CHILLER 1 COOLING TOWER CIRCULATION PUMP – 1 & PUMP -2	TCPL/MECH/CH/CH1/008-009
7	COOLING TOWER -1	TCPL/MECH/CH/CH1/010
8	CHILLER 2 COMPRESSOR (2 NUMEBR OF COMPRESSOR)	TCPL/MECH/CH/CH2/011-012
9	CHILLER 2 OIL CIRCULATION PUMP	TCPL/MECH/CH/CH2/013
10	CHILLER 2 PLANT CIRCULATION PUMP – 1 & PUMP -2	TCPL/MECH/CH/CH2/014-015
11	CHILLER 2 CIRCULATION PUMP -1 & PUMP -2	TCPL/MECH/CH/CH2/016-017

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12	CHILLER 2 COOLING TOWER CIRCULATION PUMP 1 & PUMP -2	TCPL/MECH/CH/CH2/018-019
13	COOLING TOWER -2	TCPL/MECH/CH/CH2/020
14	CAUSTIC TRANSFER PUMP	TCPL/MECH/CH/CTP/021
15	CAUSTIC BALANCING 32% STIRRURE	TCPL/MECH/MP/CYS/022
16	CY SALT REACTOR STIRRURE - 1 & 2	TCPL/MECH/MP/CYS/023-024
17	CY SOLUTION TRANSFER PUMP – 1 & PUMP -2	TCPL/MECH/MP/CYS/025-026
18	32% CAUSTIC TRANSFER PUMP	TCPL/MECH/MP/CYS/027
19	32% CAUSTIC TRANSFER TO MEASURING TANK	TCPL/MECH/MP/CYS/028
20	CY SALT FILTER PRESS – 1 & 2	TCPL/MECH/MP/CYS/029-030
21	AOD PUMP	TCPL/MECH/MP/CYS/AOD184
22	FLUSH WATER RECIVING TANK PUMP	TCPL/MECH/MP/CYS/031
23	AIR COMPRESSOR (CYSALT)	TCPL/MECH/MP/CYS/032
24	CY SOLUTION TRANSFER PUMP - 1 & 2	TCPL/MECH/MP/GF/033-034
25	WATER CIRTAIN PUMP	TCPL/MECH/MP/GF/035
26	VACUUME PUMP – (1,2,3,4,5,6)	TCPL/MECH/MP/FF/036-037-038-039-040-041
27	AIR COMPRESSOR (PE 300T)	TCPL/MECH/MP/FF/042
28	BLOWER	TCPL/MECH/MP/FF/043
29	RVDF - 1 & 2 DRUM	TCPL/MECH/MP/FF/044 & 046
30	RVDF - 1 & 2 STIRRURE	TCPL/MECH/MP/FF/045 & 047
31	CONVEYOR BELT	TCPL/MECH/MP/FF/048
32	PHE PUMP 1 & PUMP 2	TCPL/MECH/MP/SF/049-050
33	MAIN REACTOR STIRRURE	TCPL/MECH/MP/SF/051
34	BLOWER	TCPL/MECH/MP/SF/052
35	BUFFER TANK STIRRURE	TCPL/MECH/MP/SF/053
36	SCRUBBER NO 2 BLOWER	TCPL/MECH/MP/TF/054
37	SCRUBBER NO 3 BLOWER	TCPL/MECH/MP/TF/055
38	WASTE WATER RECOVRY TANK PUMP	TCPL/MECH/TF/GF/056
39	HYPO CELLING PUMP -1 & PUMP -2	TCPL/MECH/TF/GF/057-058
40	HYPO SCRUBBER-4 CIRCULATION PUMP 1 & PUMP 2	TCPL/MECH/TF/GF/059-060
41	HYPO SCRUBBER-3 CIRCULATION PUMP 1 & PUMP 2	TCPL/MECH/TF/GF/061-062
42	HYPO SCRUBBER-2 CIRCULATION PUMP 1	TCPL/MECH/TF/GF/063
43	ML CIRCULATION PUMP – 1 & PUMP 2	TCPL/MECH/TF/GF/064-065
44	SEAL COOLING PUMP – 1 & 2	TCPL/MECH/TF/GF/066-067
45	CAUSTIC TRANSFER PUMP 1 & PUMP 2	TCPL/MECH/TF/GF/068-069

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46	STS TANK STIRRURE – (1, 2, 3)	TCPL/MECH/TF/GF/070-071-072
47	STS TRANSFER PUMP 1 & PUMP 2	TCPL/MECH/TF/GF/073-074
48	TANKFARM FILTER PRESS – 1 & 2	TCPL/MECH/TF/GF/075-076
49	AOD PUMP	TCPL/MECH/MP/TF/AOD185
50	PH BALANCE TANK STIRRURE – (1,2,3)	TCPL/MECH/TF/GF/077-078-079
51	PH COLLECTION TO MEE TRANS. PUMP 1 & PUMP 2	TCPL/MECH/TF/GF/080-081
52	PACKING CONVEYOR	TCPL/MECH/DP/GF/082
53	BURNER BLOWER	TCPL/MECH/DP/GF/083
54	DRYER PLANT 25 HP FD FAN	TCPL/MECH/DP/GF/084
55	HAG SCREW FEEDER	TCPL/MECH/DP/FF/085
56	GRANULATOR 1 & 2 VIBRO	TCPL/MECH/DP/FF/086-087
57	GRANULATOR 1 & 2 ROLLER	TCPL/MECH/DP/SF/088 & 093
58	GRANULATOR 1 & 2 SCREW FEEDER	TCPL/MECH/DP/SF/089 & 094
59	GRANULATOR 1&2 BIN	TCPL/MECH/DP/SF/090 & 095
60	GRANULATOR 1 &2 MILL	TCPL/MECH/DP/SF/091&096
61	GRANULATOR 1 & 2 CRUSHER	TCPL/MECH/DP/SF/092 & 097
62	CONVEYING 2 BAG FILTER ROTARY VALVE	TCPL/MECH/DP/SF/098
63	DRYER PLANT MAIN BAG FILTER ROTARY VALVE	TCPL/MECH/DP/TF/099
64	DRYER PLANT MAIN CYCLONE FILTER ROTARY VALVE	TCPL/MECH/DP/TF/100
65	CONVEYING 1 & 2 CYCLONE FILTER ROTARY VALVE	TCPL/MECH/DP/TF/101-102
66	CONVEYING 1 BAG FILTER ROTARY VALVE	TCPL/MECH/DP/TF/103
67	MAIN SCREW CONEYOR	TCPL/MECH/DP/TF/104
68	CONVEYING 1 & 2 CYCLONE SCREW CONVEYOR	TCPL/MECH/DP/TF/105-106
69	CONVEYING 1 BAG SCREW CONVEYOR	TCPL/MECH/DP/TF/107
70	DRYER PLANT 7.5 HP ID FAN	TCPL/MECH/DP/TF/108
71	DRY PLANT 75 HP ID FAN	TCPL/MECH/DP/FF/109
72	DRYER PLANT 30 HP ID FAN	TCPL/MECH/DP/FF/110
73	DRYER SCRUBBER PUMP – 1 & PUMP -2	TCPL/MECH/DP/GF/111-112
74	SCREW COMPRESSOR (P S C 50)	TCPL/MECH/EB/GF/183
75	CLORINE PLANT HOT WATER CIRCULATION PUMP -1 & PUMP-2	TCPL/MECH/CP/HW/113-114
76	CLORINE PLANT CAUSTIC CIRCULATION PUMP -	TCPL/MECH/CP/CC/115-116

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	1 & PUMP-2	
77	CHLORINE PLANT BLOWER –(1,2,3)	TCPL/MECH/CP/VB/117-118-119
78	RAW WATER PUMP 1 & 2 (TO CONDENSE TANK)	TCPL/MECH/RO/FF/120-121
79	RAW WATER PUMP 3 (TO FARM)	TCPL/MECH/RO/GF/122
80	RO PLANT (1,2,3) RAW WATER PUMP	TCPL/MECH/RO/GF/123 &125 &127
81	RO PLANT (1,2,3) HIGH PRESSURE PUMP	TCPL/MECH/RO/GF/124 & 126 & 128
82	CONDENSE TRANSFER PUMP 1 & PUMP 2	TCPL/MECH/ME/GF/129-130
83	BT-3 TO SETLER PUMP – 1 & PUMP 2	TCPL/MECH/ME/GF/131-132
84	WATER CIRCULATION NO 2 PUMP 1 & PUMP 2	TCPL/MECH/ME/GF/133-134
85	WATER CIRCULATION NO 1 PUMP 1 & PUMP 2	TCPL/MECH/ME/GF/135-136
86	BT- 2 TO CIRCULATION NO 3 PUMP 1 & PUMP 2	TCPL/MECH/ME/GF/137-138
87	SEAL COOLING PUMP 1 & PUMP 2	TCPL/MECH/ME/GF/139-140
88	WATER CIRCULATION NO 3 & 4	TCPL/MECH/ME/GF/141-142
89	PH TO BT 1 TRANSFER PUMP 1 & PUMP 2	TCPL/MECH/ME/GF/143-144
90	MEE PLANT FEED PUMP 1 & PUMP 2	TCPL/MECH/ME/GF/145-146
91	HOT WELL PUMP - 1 & -2	TCPL/MECH/ME/GF/147-148
92	COLLING TOWER PUMP - 1 & 2	TCPL/MECH/ME/GF/149-150
93	ROOT BLOWER	TCPL/MECH/ME/GF/151
94	ML PUMP - 1 & 2	TCPL/MECH/ME/FF/152-153
95	COOLING TOWER 1 & 2 (350 TR)	TCPL/MECH/ME/FF/154-155
96	JET CLEANING PUMP	TCPL/MECH/ME/GF/156
97	BT 3 STIRRURE	TCPL/MECH/ME/GF/157
98	BT 2 STIRRURE	TCPL/MECH/ME/GF/158
99	AIR COMPRESSOR (PE 300T)	TCPL/MECH/ME/FF/159
100	CENTRIFUGE 1 & 2 ROLLER	TCPL/MECH/ME/SF/160 & 162
101	CENTRIFUGE 1 & 2 PUSSER	TCPL/MECH/ME/SF/161 &163
102	HYDRO CYCLONE – 1 & 2	TCPL/MECH/ME/SF/164-165
103	SETLLER STIRRURE	TCPL/MECH/ME/TF/166
104	VACUUME PUMP - 1 & 2	TCPL/MECH/ME/TF/167-168
105	JET CLEANING PUMP - 2	TCPL/MECH/ME/GF/169
106	BOILER BLOWER	TCPL/MECH/BLR/GF/170
107	BOILER FEED WATER PUMP – 1 & PUMP 2	TCPL/MECH/BLR/GF/171-172
108	BOILER HEAT RECOVERING PUMP	TCPL/MECH/BLR/GF/173
109	RO STORAGE TANK TO PLANT TRANSFER PUMP – 1 & PUMP-2	TCPL/MECH/RO/UGT/174-175

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110	BOILER FEED TANK FILLING PUMP	TCPL/MECH/RO/UGT/176
111	COLLING TOWER WATER FILLING PUMP	TCPL/MECH/RO/UGT/177
112	GARDEN WATER PUMP	TCPL/MECH/GRD/UGT/178
113	DOMESTIC WATER PUMP	TCPL/MECH/WB/DOM/179
114	AIR DRYER (DRYER SIDE)	TCPL/MECH/DP/GF/180
115	AIR DRYER (RVF AREA)	TCPL/MECH/MP/FF/181
116	AIR DRYER (MEE PLANT)	TCPL/MECH/ME/SF/182
117	CONDENSOR -1 (CYSALT)	TCPL/MECH/MP/FF/186
118	CONDENSOR -2 (HYPO TANK-01 , 02 / SCRUBBER-2)	TCPL/MECH/MP/SF/187
119	CONDENSOR -3 (HYPO TANK-03, 04 / SCRUBBER-3)	TCPL/MECH/MP/SF/188
120	CONDENSOR -4 (HYPO TANK-05, 06 / SCRUBBER-4)	TCPL/MECH/MP/SF/189
121	CONDENSOR -5 (DRYER)	TCPL/MECH/DP/TF/190
122	CONDENSOR -6 (CYSALT AREA)	TCPL/MECH/CYS/GF/191
123	GAS COOL CONDESOR - 1 & 2 (CHILLER - 1)	TCPL/MECH/CH/CH1/192 & 194
124	OIL COOL CONDENSOR -1 & 2 (CHILLER - 1)	TCPL/MECH/CH/CH1/193 & 195
125	CALENDRIA –(1,2,3,4)	TCPL/MECH/ME/FF/196-197-198-199
126	PRE-HEATER – (1,2,3,4)	TCPL/MECH/ME/FF/200-201-202-203
127	PLATE HEAT EXCHANER – (1,2,3,4)	TCPL/MECH/ME/GF/204-205-206-207

- **Tank Calibration**

Sr. No.	Equipment Name
1	Chlorine Vapourization tank (2NOS)
2	ChlorineYard Hot Water Tank
3	Caustic Measuring Tank (32 %)
4	Caustic Measuring Tank (48 %)
5	CY Salt Reactor 1, 2, 3 (3NOS.)
6	32 % Caustic Tank (HDPE)
7	Water Curtain HDPE Tank
8	Flushing water Receiving Tank - 01

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9	Flushing water Receiving Tank - 02
10	CYSalt Main Storage 1 , 2 , 3 (3NOS)
11	RO Water Top Floor (2KL)
12	RO Water Top Floor (5KL)
13	Main RO Water (TOP) Floor
14	Raw Water Tank (Domenstic Tank)
15	MEG Tank
16	Buffer tank (plant)
17	Ventury Tank
18	Main Reactor
19	PH Balancing Tank 1 , 2, 3 (3NOS.)
20	Caustic Measuring Tank (48 %)
21	STS Tank 1 , 2, 3
22	Caustic Tank (48 %)
23	Seal cooling tank
24	Collection Tank 1, 2 , 3, 4
25	Hypo Storage Tank 1, 2 , 3
26	Hypo Tank 1, 3, 4, 5, 6, 7
27	Hypo Tank - 2
28	Hypo Tank - 8 (Dryer)
29	chlorine yard buffer tank (1 & 2)
30	RVDF (2NOS.)
31	SCRUBBER (6 NOS)
32	BOILER
33	MEE PLANT
34	R O WATER PLANT (3NOS.)

For, TRION CHEMICALS PVT LTD.

Rakesh R. Patel
Director
DIN: 01554932

TRION CHEMICALS PVT. LTD. AHMEDABAD

Certified to be True Copy of the Original
Deputy Registrar
NCLT, Ahmedabad Bench
Ahmedabad

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