

Ref: B/GSCL/SE/VRM/2020-21

January 13, 2021

Corporate Relationship Manager,
Bombay Stock Exchange Limited,
1st Floor, New Trading Ring, Rotunda Bldg,
P.J. Tower, Dalal Street,
Mumbai - 400001.
Stock Code No: 518029

National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex,
Bandra East)
Mumbai – 400051
Stock Symbol: GSCLCEMENT

Dear Sir, Madam,

Sub: Notice of the meeting of the Unsecured Creditors of Gujarat Sidhee Cement Limited convened pursuant to the directions of the Hon'ble National Company Law Tribunal, Ahmedabad Bench

Pursuant to Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed herewith Notice dated January 13, 2021 for convening the meeting of Unsecured Creditors of Gujarat Sidhee Cement Limited to be held at the Registered Office of the Company on **Monday, 22nd February 2021 at 3.30 p.m.** as directed by the Hon'ble National Company Law Tribunal, Ahmedabad Bench for the purpose of considering, and if thought fit, approving with or without modification(s), the proposed Scheme of Amalgamation of Bhadra Textiles and Trading Private Limited ('Transferor Company 1') and Villa Trading Company Private Limited ('Transferor Company 2') with Gujarat Sidhee Cement Limited ('Transferee Company') and their respective Shareholders and Creditors ('Scheme').

This is for your information and record.

Thanking you,

Yours faithfully,
For Gujarat Sidhee Cement Limited


V. R. Mohnot
CFO & Company Secretary

Encl: as above

BY SPEED POST

Form No. CAA3

[Pursuant to section 230(5) and Rule 8]

Scheme of Amalgamation of Bhadra Textiles and Trading Private Limited and Villa Trading Company Private Limited with Gujarat Sidhee Cement Limited

NOTICE TO CENTRAL GOVERNMENT, REGULATORY AUTHORITIES

To
National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex, Bandra (West)
Mumbai 400 051.

Stock Symbol : GSCLCEMENT

Notice is hereby given in pursuance of sub-section (5) of section 230 of the Companies Act, 2013, that as directed by the National Company Law Tribunal, Ahmedabad Bench by an order dated 18th December 2020 passed in CA (CAA) No. 84 of 2020 under Section 230(1) of the Companies Act, 2013 and Rule 8 of Companies (CAA) Rules, 2016, the meeting of Unsecured Creditors of Gujarat Sidhee Cement Limited shall be held on **Monday, 22nd February 2021 at 3.30 p.m.** to consider the Scheme of Amalgamation of Bhadra Textiles and Trading Private Limited and Villa Trading Company Private Limited with Gujarat Sidhee Cement Limited at the Registered Office of the Company, Sidheegra, PO-Prashnavada BO, Tal: Via Sutrapada SO Taluka, Pin Code: 362 275, Dist: Gir Somnath, Gujarat..

A copy of the Order dated 18th December 2020 passed by Hon'ble NCLT, Ahmedabad Bench, Notice to the Unsecured Creditors and the Scheme of Amalgamation are enclosed.

You are hereby informed that representations, if any, in connection with the proposed Scheme of Amalgamation may be made to the Tribunal within thirty days from the date of receipt of this notice. Copy of the representation may simultaneously be sent to the concerned company.

In case no representation is received within the stated period of thirty days, it shall be presumed that you have no representation to make on the proposed Scheme of Amalgamation.

Gujarat Sidhee Cement Limited




Authorized Signatory

Dated, this 13th day of January, 2021.
Place: Mumbai.

Enclosures:

- i) Copies of the Notice along with Scheme of Amalgamation and Explanatory Statement as required under section 230(5) read with Rule 8 of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
- ii) Copy of Order dated 18th December 2020 passed by the Hon'ble NCLT, Ahmedabad Bench.



GUJARAT SIDHEE CEMENT LIMITED

(CIN: L26940GJ1973PLC002245)

Registered Office: Sidheegram, PO – Prashnawada BO,

Tal: Via Sutrapada SO Taluka, Pin Code: 362275,

Dist. Gir Somnath, (Gujarat)

Phone: 02876-268200, Fax: 02876-286540

E-Mail: sidhee-mum@mehtagroup.com

Website: www.gujaratsidheecementlimited.com

NOTICE OF THE MEETING OF THE UNSECURED CREDITORS OF GUJARAT SIDHEE CEMENT LIMITED AS PER THE DIRECTIONS OF THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL AHMEDABAD BENCH

MEETING OF THE UNSECURED CREDITORS OF GUJARAT SIDHEE CEMENT LIMITED	
Day	MONDAY
Date	FEBRUARY 22, 2021
Time	3:30 P.M. (IST)
Venue	SIDHEEGRAM, PO – PRASHNAWADA BO, TAL: VIA SUTRAPADA SO TALUKA, PIN CODE: 362275, DIST. GIR SOMNATH, GUJARAT

INDEX

Sr. No.	Contents	Page No.
1.	Notice convening Meeting of the Unsecured Creditors of Gujarat Sidhee Cement Limited as per the directions of the Hon'ble National Company Law Tribunal, Ahmedabad Bench.	3-5
2.	Explanatory Statement under Section 230(3) read with Section 102 and other applicable provisions of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.	6-21
3.	Scheme of Amalgamation of Bhadra Textiles & Trading Private Limited (BTTPL) and Villa Trading Company Private Limited (VTCPL) with Gujarat Sidhee Cement Limited and their respective Shareholders and Creditors pursuant to provisions of Sections 230-232 as Annexure A.	22-60
4.	Valuation Report issued by M/s. SSPA & Co, Chartered Accountants as Annexure B.	61-68
5.	Fairness Opinion issued by Fortress Capital Management Services Pvt. Ltd as Annexure C.	69-75
6.	Report adopted by the Board of Directors of Bhadra Textiles and Trading Private Limited, Villa Trading Company Private Limited and Gujarat Sidhee Cement Limited in its meetings held on 19 th May 2020 pursuant to the provisions of Section 232(2)(c) of the Companies Act, 2013 as Annexure D.	76-86
7.	Financial Statements for the quarter ended 30 th September 2020 of Transferor Companies and Transferee Company as Annexure E.	87-92
8.	Proxy Form.	93-94
9.	Attendance Slip.	95
10.	Route map for the venue of the meeting.	97

FORM CAA2

[PURSUANT TO SECTION 230(3) AND RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS & AMALGAMATIONS) RULES, 2016]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD BENCH
COMPANY SCHEME APPLICATION NO. CA (CAA) NO. 84 OF 2020
IN THE MATTER OF THE COMPANIES ACT, 2013;

AND

IN THE MATTER OF SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013;

AND

IN THE MATTER OF SCHEME OF AMALGAMATION OF BHADRA TEXTILES AND TRADING PRIVATE LIMITED AND
VILLA TRADING COMPANY PRIVATE LIMITED WITH GUJARAT SIDHEE CEMENT LIMITED

GUJARAT SIDHEE CEMENT LIMITED

.....APPLICANT COMPANY

NOTICE CONVENING MEETING OF THE UNSECURED CREDITORS OF GUJARAT SIDHEE CEMENT LIMITED

To,

All the Unsecured Creditors of Gujarat Sidhee Cement Limited,

NOTICE is hereby given that by an Order dated 18th December, 2020, in the above mentioned Company Scheme Application (the 'Order'), the Hon'ble National Company Law Tribunal, Ahmedabad Bench ('NCLT' or 'Tribunal') has directed *inter alia* that a Meeting of the Unsecured Creditors of the Company be convened and held at the Registered Office, Sidheegram, PO – Prashnawada BO, Tal: Via Sutrapada SO Taluka, Pin Code: 362275, Dist. Gir Somnath, Gujarat on **Monday, 22nd February 2021 at 3:30 p.m.** to consider, and if thought fit, to approve the proposed the Scheme of Amalgamation of Bhadra Textiles and Trading Private Limited ("BTPL" or "the Transferor Company 1") and Villa Trading Company Private Limited ("VTCPL" or "the Transferor Company 2") with Gujarat Sidhee Cement Limited ("GSCL" or "the Transferee Company") and their respective Shareholders and Creditors ('the Scheme').

TAKE FURTHER NOTICE that a copy of the Scheme, Notice and the Explanatory Statement, Form of Proxy, and Attendance Slip, are enclosed herewith. A copy of the Scheme, the said Explanatory Statement and Form of Proxy can be obtained free of charge at the registered office of the Company. Persons entitled to attend and vote at the meeting, may vote in person or by proxy, provided that all proxies in the prescribed form are deposited at the registered office of the Company not later than 48 hours before the meeting.

The Hon'ble Tribunal has appointed Mr. Ravi Kapoor, Practicing Company Secretary or failing him Mr Trupal Kumar Patel, Practicing Chartered Accountant or failing him Mr. Tejas P. Pandya, Advocate to be the Chairman / Chairperson of the meeting.

The Scheme, if approved by the unsecured creditors, will be subject to the subsequent approval of the Hon'ble Tribunal.

The Unsecured Creditors are requested to consider, and if thought fit, to pass with requisite majority, the following resolution:

"RESOLVED THAT pursuant to the provisions of Section 230 read with Section 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions of the Companies Act, 2013, the rules, circulars, and notifications made there-under (including any statutory modification or re-enactment thereof) as may be applicable, the Securities and Exchange Board of India Circular No CFD/DIL3/CIR/2017/21 dated 10th March 2017 and the observation letters issued by BSE Limited dated 22nd October 2020 and National Stock Exchange of India Limited dated 4th December 2020 and subject to provisions of the Memorandum and Articles of Association of the Company and subject to approval of the Hon'ble National Company Law Tribunal, Ahmedabad Bench ('NCLT') and subject to such other approvals, permissions and sanctions of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by the Hon'ble NCLT or by any regulatory or other authorities, while granting such consents, approvals and permissions which may be agreed to by the Board of Directors of the Company (hereinafter referred to as the 'Board', which term shall deemed to mean and include one or more Committee(s) constituted/ to be constituted by the Board or any other person authorised by it to exercise its powers including the powers conferred by this Resolution), the arrangement embodied in the Scheme of Amalgamation of Bhadra Textiles & Trading Private Limited and Villa Trading Company Private Limited with Gujarat Sidhee Cement Limited and their respective Shareholders and/or Creditors ('Scheme') be and is hereby approved."

"RESOLVED FURTHER THAT the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the amalgamation embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the Hon'ble NCLT while sanctioning the arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme."

Sd/-

Ravi Kapoor

Chairman appointed for the Meeting

Dated this 13th day of January, 2021

Registered Office:

Sidheegram, PO – Prashnawada BO, Tal: Via Sutrapada SO Taluka,
Pin Code: 362275, Dist. Gir Somnath, Gujarat
Tel. 02876 - 268200, Fax: 02876 - 286540
E-Mail: sidhee-mum@mehtagroup.com
Website: www.gujaratsidheecementlimited.com
CIN: L26940GJ1973PLC002245

Notes:

1. The Notice in relation to the meeting, together with the documents accompanying the same, including the explanatory statement, the scheme, the form of proxy and the attendance slip, are being sent to all the Unsecured Creditors of the Transferee Company having an unsecured debt as on November 30, 2020 by permitted modes (regd.ad/speed post) at their last known addresses. Notice is also being sent by email to those Unsecured Creditors whose email addresses are registered with the Company. A person/ entity who is not an Unsecured Creditor on such date should treat the notice for information purposes only and will not be entitled to avail the facility of voting at the venue of the meeting. The notice together with the documents accompanying the same is being displayed on the website of the Transferee Company at <http://gscl.mehtagroup.com/investors/scheme-of-amalgamation>.
2. Such Unsecured Creditor of the Transferee Company is entitled to attend and vote at the Tribunal Convened Meeting of the Unsecured Creditors, either in person or by proxy or through an authorized representative (in case the Unsecured Creditor is a body corporate), as the case may be. Where a body corporate which is an Unsecured Creditor authorises any person to act as its representative at the meeting, a copy of the resolution of the Board of Directors or other governing body of such body corporate authorising such person to act as its representative at the meeting, and certified to be a true copy by a Director or the Secretary of such body corporate shall be lodged with the Transferee Company at its Registered Office not later than 48 hours before the scheduled time of the meeting.
3. Such Unsecured Creditor is entitled to appoint a proxy to attend and vote at the meeting instead and on behalf of such Unsecured Creditor and such proxy need not be an Unsecured Creditor. Proxies to be valid and effective should be in the prescribed form of proxy, duly completed, signed and stamped or authenticated by the person entitled to attend and vote at the meeting and should be deposited at the registered office of the Transferee Company not later than 48 hours before the scheduled time of the meeting. Forms of proxy can be obtained free of charge on any day (except Sunday and public holidays) from the Registered Office of the Transferee Company.
4. An Unsecured Creditor/ its proxy or authorized representative, attending the Meeting, is requested to bring and handover the attendance slip duly completed and signed along with a copy of the deposited Form of Proxy (in case of a proxy) and the supporting documents duly authenticated.
5. An Unsecured Creditor (in case such Unsecured Creditor is an individual) or the authorized representative of the Unsecured Creditor (in case such Unsecured Creditor is a body corporate) or the proxy holder, should carry their valid and legible identity proof issued by a statutory authority (i.e., a PAN Card/ Aadhaar Card/ Passport/ Driving License/ Voter ID Card). Additionally, an Unsecured Creditor (in case such Unsecured Creditor is a proprietorship) or the proxy holder should carry a valid document evidencing the individual as the proprietor of the proprietorship.
6. In terms of the directions contained in the Order, "The quorum of the meeting of the unsecured creditors shall be 30 creditors personally present". Further, the Order also directs that in case the required quorum for the Meeting is not present within half an hour from the time appointed for holding a meeting of the Applicant Transferee Company present shall be the quorum.
7. For the purposes of computing the quorum, the valid proxies shall also be considered, if the proxy in the prescribed form, duly completed, signed and stamped or authenticated by the person entitled to attend and vote at the Meeting, is filed with the registered office of the Transferee Company at least 48 hours before the Meeting.
8. In terms of the directions contained in the Order, the notice convening the Meeting through advertisement of the Meeting will be published by the Transferee Company in the "Business Standard" (Ahmedabad and Mumbai edition, in English) and "Jai Hind" (Gujarati edition, in Rajkot) indicating the day, date, place and time of the Meeting and stating that the copies of the Scheme, the Explanatory Statement and the Form of Proxy can be obtained free of charge on any day (except Sunday and public holidays) from the registered office of the Transferee Company.
9. It may be noted that the voting facility through polling paper will be provided at the Meeting venue.
10. As directed by the Tribunal, Mr. Sachin Ahuja (Membership No.109019) of M/s. Sachin Ahuja & Associates and in his absence, Ms. Ragini Chokshi (Membership No.2390) of M/s Ragini Chokshi & Co shall act as the scrutinizer for the said meeting of the Unsecured Creditors for conducting the voting through Postal Ballot process in a fair and transparent manner.
11. The scrutinizer will submit his/her report to the Chairman of the Meeting after completion of the scrutiny of the votes cast by the unsecured creditors of the Transferee Company through polling papers at the Meeting during the voting process. The scrutinizer's decision on the validity of the votes shall be final. The results of the votes cast through polling paper at the venue of the Meeting will be announced at the registered office of the Transferee Company. The results along with the report of the scrutinizer shall be displayed at the registered office of the Transferee Company and its website <http://gscl.mehtagroup.com/investors/scheme-of-amalgamation> besides being communicated to the BSE Limited and National Stock Exchange of India Limited where the equity shares of the Transferee Company are listed.
12. All documents referred to in the notice and the accompanying Explanatory Statement will be available for inspection by the unsecured creditors at the registered office of the Transferee Company on all days, except, Sunday and public holidays, between 11:00 A.M. and 1:00 P.M. upto the date of the Meeting.

13. Declaration of Results on the Resolution:

- i) The Scrutinizer shall, immediately after and not later than 48 (forty-eight) hours from conclusion of the meeting, make a consolidated Scrutinizer's report of the total votes cast in favour and against the resolution and invalid votes, if any, to the Chairman of the meeting or a person authorized by him in writing who shall countersign the same.
 - ii) The result of the voting shall be announced by the Chairman of the meeting or a person authorized by him in writing on or before 24th February, 2021 upon receipt of the Scrutinizer's Report. The results announced, along with the Scrutinizer's Report, shall be placed on the Company's website viz. <http://gscl.mehtagroup.com/investors/scheme-of-amalgamation> immediately after declaration. The results shall also be immediately forwarded to the stock exchange where the Company's equity shares are listed i.e., BSE Limited at www.bseindia.com and National Stock Exchange of India Limited at www.nseindia.com shall also be displayed on the Notice Board at the Registered office of the Company.
 - iii) Subject to the receipt of requisite number of votes, the resolution shall be deemed to be passed on the date of the meeting i.e., on 22nd February 2021.
14. Any queries/grievances in relation to notice may be addressed to the Company Secretary of the Transferee Company at the registered office of the Transferee Company or through e-mail at sidhee-mum@mehtagroup.com.

Sd/-

Ravi Kapoor

Chairman appointed for the Meeting

Dated this 13th day of January, 2021

Registered Office:

Sidheegram, PO – Prashnawada BO, Tal: Via Sutrapada SO Taluka,

Pin Code: 362275, Dist. Gir Somnath, Gujarat

Tel. 02876 - 268200, Fax: 02876 - 286540

E-Mail: sidhee-mum@mehtagroup.com

Website: www.gujaratsidheecementlimited.com

CIN: L26940GJ1973PLC002245

**Before the National Company Law Tribunal, Ahmedabad Bench
COMPANY SCHEME APPLICATION NO. CA (CAA) NO. 84 OF 2020
In the matter of the Companies Act, 2013;**

And

**In the matter of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the
Companies Act, 2013;**

And

**In the matter of Scheme of Amalgamation of Bhadra Textiles and Trading Private Limited and Villa Trading
Company Private Limited with Gujarat Sidhee Cement Limited and their respective Shareholders and Creditors**

GUJARAT SIDHEE CEMENT LIMITED

.....APPLICANT COMPANY

**EXPLANATORY STATEMENT UNDER SECTION 230(3) OF THE COMPANIES ACT, 2013 READ WITH SECTION 102
OF THE COMPANIES ACT, 2013 FOR THE MEETING OF THE UNSECURED CREDITORS OF GUJARAT SIDHEE CEMENT
LIMITED CONVENED AS PER THE DIRECTIONS OF THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD
BENCH.**

- I.** This is a statement accompanying the Notice convening the meeting of the Unsecured Creditors of the Company, pursuant to the Orders dated 18th December 2020 passed by the Hon'ble National Company Law Tribunal, Ahmedabad Bench ("**Hon'ble Tribunal**" or "**NCLT**") in the Company Scheme Application No. CA(CAA) No. 84 of 2020, referred to hereinabove, to be held at the Registered Office of the Company, Sidheegram, PO – Prashnawada BO, Tal: Via Sutrapada SO Taluka, Pin Code: 362275, Dist. Gir Somnath, Gujarat on **Monday, 22nd February 2021 at 3.30 p.m. (IST)** for the purpose of considering, and if thought fit, approving the arrangement embodied in the Scheme of Amalgamation of Bhadra Textiles and Trading Private Limited and Villa Trading Company Private Limited with Gujarat Sidhee Cement Limited and their respective Shareholders and Creditors. ("**Scheme**").
- II.** A copy of the Scheme is enclosed herewith as **Annexure A**. The proposed Scheme is envisaged to be effective from the Appointed Date. The Appointed Date is as defined in the Scheme. The Scheme shall be operative from the Effective Date.
- III.** Pursuant to the Order dated 18th December 2020 passed by the Hon'ble Tribunal in Company Scheme Application No. CA (CAA) No. 84 of 2020, a meeting of the unsecured creditors of the Company is being called, convened and conducted for the purpose of considering, and if thought fit, approving the Scheme.
- IV.** The Scheme provides to amalgamate the Transferor Company 1 and Transferor Company 2 into the Transferee Company, as a result of which the shareholders of the Transferor Company 1 viz. the promoter group of the Transferor Company 1 (who are also part of the promoter group of the Transferee Company) shall directly hold shares in the Transferee Company. Accordingly, the shares held by the Transferor Company 1 in the Transferee Company will be cancelled and an equivalent number of shares (New Equity Shares) will be allotted to the existing shareholders of the Transferor Company 1. The Scheme also provides that the Transferor Company 2 is wholly-owned subsidiary of the Transferee Company. Upon this Scheme coming into effect, the equity shares of the Transferor Company 2 held by the Transferee Company directly and/or through its nominee(s) constituting the entire paid up share capital of the Transferor Company 2, will stand cancelled.
- V.** The draft Scheme was placed before the Audit Committee and Board of Directors of the Transferee Company at their respective meetings held on 19th May 2020. In accordance with the provisions of SEBI Circular no. CFD/DIL3/CIR/2017/21 dated 10th March 2017, the Audit Committee of the Transferee Company vide a resolution passed on 19th May 2020 recommended the Scheme to the Board of the Directors inter-alia taking into account (i) Valuation Report issued by M/s. SSPA & Co, Chartered Accountants (Registered Valuer), (ii) Fairness Opinion issued by M/s. Fortress Capital Management Services Private Limited, a Category I Merchant Banker and (iii) Certificate issued by M/s. Bansi S. Mehta & Co, Chartered Accountants, Statutory Auditors of the Transferee Company in relation to the accounting treatment prescribed in the Scheme.
- VI.** Based upon the recommendation of the Audit Committee, the Board of Directors of the Transferee Company approved the Scheme subject to the approval of the shareholders, NCLT and such other governmental/statutory authorities as advised by NCLT.
- VII. BACKGROUND OF THE COMPANIES INVOLVED IN THE SCHEME IS AS UNDER:**

Gujarat Sidhee Cement Limited ('the Transferee Company' or 'GSCL' or 'the Company')

- a) The Transferee Company was incorporated on 29th March 1973 as Cement Corporation of Gujarat Limited in the State of Gujarat as a public limited company. The Transferee Company is in the business of manufacturing and selling of clinker and cement. The name of Cement Corporation of Gujarat Limited was changed to Gujarat Sidhee Cement Limited on 18th January, 1994. The Corporate Identification Number of the Transferee Company is L26940GJ1973PLC002245. The Permanent Account Number of the Transferee Company is AAACG8057G.
- b) The Registered Office of the Transferee Company is situated at Sidheegram, PO Prashnawada BO, Tal: Via Sutrapada SO Taluka, Pin Code 362275, Dist. Gir Somnath, Gujarat.

- c) The details of the Authorised, Issued, Subscribed and Paid-up share capital of the Transferee Company as on 31st March, 2020 are as under:

Particulars	Amount in Rs.
Authorised Capital	
500,000,000 Equity shares of Rs. 10 each	5,00,00,00,000.00
Total	5,00,00,00,000.00
Issued Capital	
8,74,78,469 Equity shares of Rs. 10 each	8,74,78,4690.00
Subscribed and Paid-up Capital	
8,74,25,389 Equity shares of Rs.10 Each	87,42,53,890.00
Forfeited Equity shares	5,29,938.00
Total	87,47,83,828.00

Subsequent to 31st March, 2020, there has been an allotment of 6,47,051 Equity Shares through exercise of Employee Stock Option Plan ('ESOP'). The shares of the Transferee Company are currently listed on the BSE Limited and National Stock Exchange of India Limited.

- d) The Transferee Company has an ESOP scheme in place. The exercise of grants pursuant to ESOP, before the Effective date, would result in an increase in the issued and paid-up equity share capital of the Company and the same shall not have any effect on the scheme.
- e) The objects for which the Transferee Company has been established are set out in its Memorandum of Association. They are briefly as under:
- To carry on all or any of the business of manufacturers, processors and sellers of and dealer and workers in cement of all kinds, concrete, asbestos, gypsum, coal, jute, hessian cloth, gunny bags, paper bags, lime plasters, whiting, clay, bauxite, soapstone, ochres, paints, fixing materials, gravel, sand bricks, tiles, pipes, pottery, earthenware, artificial stone, and manufacturers, builders and dyers' requisites and conveniences of all kinds.*
 - To carry on the business of miners, metallurgists, builders, contractors, engineers, merchants, importers, and exporters and to buy, sell and deal in property of all kinds.*
 - To carry on investigations to discover places where Cement can be profitably made, or where materials for any manufacturing work the Company is entitled to carry on, can be obtained and to obtain prospecting licences and do prospecting or research work in that behalf.*
 - To work mines or quarries and to prospects for search for, find, win, get work, crush, smelt, manufacture or otherwise deal with limestone, chalk, clay ores, metals, minerals, oils, precious and other stones or deposits or products and generally to carry on the business of mining in all branches.*
 - To carry on the business of manufacturers and dealers in glazed tiles, building tiles of all descriptions, sanitaryware, porcelainware, earthenware, porcelain, electric insulators, pottery articles and other allied articles of all types.*
 - To carry on the business of manufacturers of bricks, insulation and refractory bricks, tiles, pipes, pottery, earthenware, china and terracotta and ceramic wares of all kinds.*

There has been no change in the object clause of the Transferee Company during the last five (5) years.

Bhadra Textiles and Trading Private Limited, ('the Transferor Company 1' or 'Bhadra')

- a) The Transferor Company 1 was incorporated under the Companies Act, 1956, in the State of Maharashtra in the name of Bhadra Consultancy Private Limited on 10th February 2014 as a private company. Thereafter, the name of Bhadra Consultancy Private Limited was changed to Bhadra Textiles and Trading Private Limited on 9th May 2015. The Corporate Identification Number of the Transferor Company is U51909MH2014PTC253048. The Permanent Account Number of the Transferor Company is AAFCB8538E. Subsequently, the Registered Office of the Company was shifted from the State of Maharashtra to the State of Gujarat on 31st May 2019. The new CIN is U51909GJ2014PTC108444.
- b) The Registered Office of the Transferor Company 1 is situated at B-402, Pelican House, Gujarat Chamber of Commerce Compound, Ashram Road, Ahmedabad 380 009, Gujarat.
- c) The details of the issued, subscribed and paid-up share capital of the Transferor Company 1 as on 31st March, 2020 are as under:

Particulars	Amount in Rs.
Authorised Capital	
11,00,000 Equity shares of Rs. 10 each	1,10,00,000.00
Total	1,10,00,000.00
Issued, Subscribed and Paid-up Capital	
9,56,966 Equity shares of Rs. 10 each	95,69,660.00
Total	95,69,660.00

There is no change in the issued, subscribed and paid-up share capital of the Transferor Company 1 subsequent to 31st March 2020. Shares of the Transferor Company 1 are not listed on any of the stock exchanges.

Further, the Transferor Company 1 holds 4,88,00,000 equity shares of Rs.10/- each fully paid up in the Transferee Company, representing about 55.82% of the total paid up share capital of the Transferee Company as on 31st March 2020.

- d) The objects for which the Transferor Company 1 has been established are set out in its Memorandum of Association. The main objects of the Transferor Company 1 are set out hereunder:
1. *To act as adviser and/or consultants on all matters and problems relating to administration, management, investment, organization, manufacture, production, storage, process, systems and account, training personnel, marketing, distributing and selling methods and principles, to develop procedures and principles of, and engage in research, to consider, analyse and evaluate problems relating to manufacture, production, storage distribution, finance, purchasing, market, production, storage, distribution, finance, purchasing, marketing and sale and/or relating to the rendering of any service.*
 2. *To carry on business of advisors, planners, consultants, and project engineers in cement of all kinds and varieties, concrete, lime, clay, gypsum and lime stone sagole, soap stone, repifix cement and allied products and by-products and all other materials used in manufacture of the above items;*
 - *2 (a) *To carry on business of manufacture and/or trading of all kinds of textile products including yarn, fabric, fibre, readymade garments, metals and minerals like cement, steel, coal, bauxite, gypsum and other bulk commodities"*

There has been a change in the object clause of the Transferor Company 1 by inserting additional clause as pointed out in 2(a) above during the last five (5) years, which was approved by the Members at Extra Ordinary General Meeting held on 20th February 2015.

Villa Trading Company Private Limited ('the Transferor Company 2' or 'VTCPL')

- a) The Transferor Company 2 (Wholly owned subsidiary of the Company Transferee Company) was incorporated under the Companies Act, 1956, in the State of Maharashtra in the name of Villa Trading Company Private Limited on 8th March 1994 as a private company. The Permanent Account Number of the Transferor Company 2 is AAACV5221F. Subsequently, the Registered Office of the Company was shifted from the State of Maharashtra to the State of Gujarat on 7th July 2019. The new CIN is U51900GJ1994PTC098196.
- b) The Registered Office of the Transferor Company 2 is situated at B-402, Pelican House, Gujarat Chamber of Commerce Compound, Ashram Road, Ahmedabad 380009, Gujarat.
- c) The details of the issued, subscribed and paid-up share capital of the Transferor Company 2 as on 31st March, 2020 are as under:

Particulars	Amount in Rs.
Authorised Capital	
42000000 Equity shares of Rs.10 each	42,00,00,000.00
Total	42,00,00,000.00
Issued, Subscribed and Paid-up Capital	
41750177 Equity shares of Rs. 10 each	41,75,01,770.00
Total	41,75,01,770.00

There is no change in the issued, subscribed and paid-up share capital of the Transferor Company 2 subsequent to 31st March 2020. Shares of the Transferor Company 2 are not listed on any of the stock exchanges.

The Transferor Company 2 is the wholly owned subsidiary of the Transferee Company holding nil shares of the Transferee Company.

- d) The objects for which the Transferor Company 2 has been established are set out in its Memorandum of Association. The main objects of the Transferor Company 2 are set out hereunder:
- To carry on the business of merchants, traders, dealers, sellers, importers, exporters, suppliers, stockists, whole-salers, retailers, collectors, commission agents, buying agents, selling agents, factors, brokers, adalias, delcredere agents, or in any other capacity in India or elsewhere in respects goods, commodities, merchandise, produce, products, articles, things, materials, substances, of all types and descriptions.*

There has been no change in the object clause of the Transferor Company 2 during the last five (5) years.

VIII. RATIONALE OF THE SCHEME:

It is proposed to amalgamate the Transferor Companies (Bhadra Textiles and Trading Private Limited and Villa Trading Company Private Limited) into the Transferee Company by this Scheme, as a result of which the shareholders of the Transferor Company 1 viz. the promoter group of the Transferor Companies (who are also part of the promoter group of the Transferee Company) shall directly hold shares in the Transferee Company and the following benefits shall, inter alia, accrue to the Companies:

- a) To reduce the overlaps and administration and the managerial cost;
- b) The amalgamation will result in the promoter group of the Transferor Companies directly holding shares in the Transferee Company, which will lead to simplification of the shareholding structure and reduction of shareholding tiers of the Transferee Company;

- c) The promoter group of the Transferee Company is desirous of streamlining its holding in the Transferee Company. Simultaneously, the transferee company is also desirous of consolidating its investment in only wholly owned subsidiary company. As a step towards such rationalization, it is proposed to merge the Transferor Companies into the Transferee Company;
- d) The promoters would continue to hold the same percentage of shares in the Transferee Company, pre and post the amalgamation. There would also be no change in the financial position of the Transferee Company. All cost, charges and expenses relating to the Scheme would be borne out of the assets (other than shares of the Transferee Company) of the Transferor Company 1. Any expense, exceeding the assets of the Transferor Company 1 would be borne by the shareholders of the Transferor Company 1 directly;
- e) Further, the Scheme also provides that the shareholders of the Transferor Companies shall indemnify the Transferee Company and keep the Transferee Company indemnified for liability, claim, demand, if any, and which may devolve on the Transferee Company on account of this amalgamation.

Accordingly, the Board of Directors of the Transferor Companies and the Transferee Company have formulated this Scheme for the transfer and vesting of all the assets of the Transferor Companies with and into the Transferee Company pursuant to the provisions of Sections 230-232 and other relevant provisions of the Companies Act, 2013 (including any statutory modification or re-enactment or amendment thereof).

IX. SALIENT FEATURES GIVEN HEREUNDER FORMS PART OF THE SCHEME:

- (i) The Scheme is presented under Sections 230-232 and other applicable provisions of the Companies Act, 2013, as may be applicable, for the amalgamation of the Transferor Companies with the Transferee Company;
- (ii) The Transferor Companies and the Transferee Company shall make application(s) and/or petition(s) under Sections 230-232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 to the jurisdictional NCLT, as the case may be for sanction of this Scheme and all matters ancillary or incidental thereto and the same is complied by the respective companies;
- (iii) 'Appointed Date' means 1st April 2020;
- (iv) 'Effective Date' means last of the dates on which the certified copies of the order sanctioning this Scheme of Amalgamation passed by the NCLT is filed with the Registrar of Companies by the Transferor Companies and the Transferee Company and if the certified copies are filed on different dates, last of such dates.

The other salient features of the Scheme as filed with Hon'ble NCLT; Ahmedabad Bench are as under:

"6. Consideration

6.1 *Upon this Scheme becoming effective and upon amalgamation of the Transferor Company 1 into the Transferee Company in terms of this Scheme, the Transferee Company shall, without any application, act or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the members of the Transferor Company 1 holding fully paid-up equity shares of the Transferor Company 1 and whose names appear in the register of members of the Transferor Company 1 as on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferor Company 1 / Transferee Company in the following proportion:*

"4,88,00,000 fully paid up equity share of Rs. 10 each of the Transferee Company shall be issued and allotted as fully paid up to the equity shareholders of the Transferor Company 1 in proportion of their holding in the Transferor Company 1"

(Equity shares to be issued by the Transferee Company as above are referred to as "New Equity Shares").

- 6.2 *It is clarified that any positive net assets of the Transferor Company 1 as on the appointed date other than the investment in the shares of the Transferee Company will not affect – alter the share exchange ratio.*
- 6.3 *The Transferor Company 1 holds 4,88,00,000 equity shares of the Transferee Company and pursuant to the amalgamation, the Transferee Company shall issue the same number of New Equity Shares i.e. 4,88,00,000/- to the shareholders of the Transferor Company 1. In the event the Transferor Company 1 holds more than 4,88,00,000/- fully paid up equity shares of the Transferee Company (without incurring any additional liability) on the Record Date, New Equity Shares to be issued by the Transferee Company to the shareholders of the Transferor Company 1 shall stand increased by such additional number of equity shares held by the Transferor Company 1.*
- 6.4 *The New Equity Shares to be issued to the members of the Transferor Company 1 as per clause 5.1 above shall be subject to the Memorandum of Association and Articles of Association of the Transferee Company. The New Equity Shares shall rank pari-passu in all respects, including dividend, with the existing equity shares of Transferee Company.*
- 6.5 *In respect of fractional entitlement to a shareholder, shall be rounded off to the nearest integer. A fraction of less than half shall be rounded down to the nearest lower integer and a fraction of half or more shall be rounded up to the nearest higher integer. However, in no event, shall the number of New Equity Shares to be allotted by the Transferee Company to the members of the Transferor Company 1 exceed the number of equity shares held by the Transferor Company 1 in the Transferee Company on the Effective Date.*
- 6.6 *The investment held by the Transferor Company 1 in the equity share capital of the Transferee Company shall, without any further application, act, instrument or deed stand cancelled.*

- 6.7 The shares held by the Transferor Company¹ in dematerialized form shall be extinguished, on and from such issue and allotment of New Equity Shares.
- 6.8 The New Equity Shares to be issued and allotted by the Transferee Company to the shareholders of the Transferor Company 1 shall be issued in dematerialized form.
- 6.9 The New Equity Shares of the Transferee Company shall be listed and/ or admitted to trading on the Stock Exchanges on which the existing equity shares of the Transferee Company are listed at that time. The Transferee Company shall enter into such arrangements and give such confirmation and/or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said Stock Exchanges.
- 6.10 The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment by Transferee Company of New Equity Shares to the members of the Transferor Company 1 under the Scheme.
- 6.11 The approval of this Scheme by the members of the Transferee Company shall be deemed to be due compliance with the applicable provisions of the Act including Section 42 and 62 of the Act, for the issue and allotment of New Equity Shares by the Transferee Company 1 to the members of the Transferor Company, as provided in the Scheme and under Single window clearance concept.

7. Cancellation of equity shares of the Transferee Company held by the Transferor Company 1:

- 7.1 Upon the Scheme becoming effective, the issued, subscribed and paid-up share capital of Transferee Company, to the extent of the shares held by Transferor Company 1 in the Transferee Company, shall be automatically cancelled and reduced in terms of Section 66 of the Act.
- 7.2 The said cancellation shall result in reduction of capital under section 66 of the Act. However, since the aforesaid reduction is consequential and is proposed as an integral part of the Scheme, the Transferee Company shall not be required to undertake separate procedure under section 66 of the Act. Further, as the aforesaid reduction does not result in either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital, the provisions of section 66 of the Act shall not be applicable. The order of the NCLT sanctioning the scheme shall be deemed to be the Order under section 66 of the Act for the purpose of confirming reduction. Further, the Transferee Company shall not be required to add "and reduced" as a suffix to its name consequent upon such reduction.

8. Cancellation of equity shares of the Transferee Company held by the Transferor Company 2:

- 8.1 The Transferor Company 2 is wholly-owned subsidiary of the Transferee Company. Upon this Scheme coming into effect, the equity shares of the Transferor Company 2 held by the Transferee Company directly and/or through its nominee(s) constituting the entire paid up share capital of the Transferor Company 2, will stand cancelled.
- 8.2 Accordingly, there will be no issue of shares of the Transferee Company to the shareholders (including those holding the shares as nominees of the Transferee Company, if any) of the Transferor Company 2.

9A Accounting Treatment in the books of the Transferee Company:

On the Scheme becoming effective, with effect from the Appointed Date, the Transferee Company shall account for the amalgamation in its books of account as under:

- 9.1 The Transferee Company shall account for the amalgamation of the Transferor Companies in its books of account using the pooling of interest method in accordance with Appendix C to Indian Accounting Standard 103 on "Business Combinations of entities under common control" prescribed under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time.
- 9.2 All the assets and liabilities appearing in the books of the Transferor Companies as on the Appointed Date, shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their existing carrying amounts and in the same form as at the Appointed Date.
- 9.3 The balance of the retained earnings appearing in the books of account of the Transferor Companies as on the Appointed Date shall be transferred and aggregated with the corresponding balance of the retained earnings appearing in the books of account of the Transferee Company as on the Appointed Date.
- 9.4 The reserves standing in the books of account of the Transferor Companies as on the Appointed Date shall be transferred and vested in the Transferee Company as on the Appointed Date; the identity of reserves of Transferor Companies shall be preserved and they shall appear in the financial statements of the Transferee Company in the same form in which those appeared in the financial statements of the Transferor Companies.
- 9.5 As provided under the Scheme, the equity shares of the Transferee Company held by the Transferor Company 1 shall stand cancelled and as a result equivalent equity share capital of the Transferee Company and the book value of investments held by the Transferor Company 1 in the Transferee Company shall also stand cancelled.
- 9.6 The aggregate face value of New Equity Shares issued by the Transferee Company to the shareholders of the Transferor Company 1 pursuant to the Scheme shall be credited to the Equity Share Capital Account of the Transferee Company.

- 9.7 As provided under the Scheme, the carrying amount of investments in the equity shares of the Transferor Company 2 held by Transferee Company shall stand cancelled and there shall be no further obligation in that behalf. As a result, the carrying amount of the investments in the equity shares of the Transferor Company 2 and the Transferee Company's portion of equity of the Transferor Company 2 will be offset.

The effect of the accounting entries in respect of the Transferor Company 2 will be that the assets, liabilities and reserves of the Transferor Company 2 which were appearing in the consolidated financial statements of the Transferee Company immediately before the amalgamation would now be a part of the separate financial statements of the Transferee Company. Accordingly, the Transferee Company would recognise the carrying value of the assets, liabilities and reserves pertaining to the Transferor Company 2 as appearing in the consolidated financial statements of the Transferee Company.

- 9.8 The difference, if any, of the carrying amounts of assets over the carrying amounts of liabilities, carrying amounts of retained earnings and reserves transferred to the Transferee Company as stated above, and the sum of (a) the face value of New Equity Shares issued by the Transferee Company; and (b) cancellation of investments as per the Scheme as stated hereinabove, shall be transferred to Capital Reserve in the books of account of the Transferee Company and shall be presented separately from other capital reserves with disclosure of its nature and purpose in the notes.
- 9.9 Inter-Company transactions and balances including loans, advances, receivable or payable inter se between the Transferor Companies and the Transferee Company as appearing in their books of account, if any, shall stand cancelled;
- 9.10 In case of any differences in the accounting policies between the Transferor Companies and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted to the Retained Earnings of the Transferee Company, to ensure that upon the Scheme coming into effect, the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policies.
- 9.11 Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the comparative period.

9B Accounting Treatment in the Books of Transferor Companies:

Notwithstanding anything contained in any other clause in the Scheme, Transferor Company shall give effect to the merger in its books of account as per the applicable accounting principles and as on the date as prescribed under Indian Accounting Standards (Ind AS) prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standards) Rule, 2015, as may be amended from time to time.

10. Combination of Authorised Share Capital:

- a) Upon sanction of this Scheme, the Authorised Share Capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including therein the payment of stamp duty and fees payable to Registrar of Companies, Gujarat, by the amount of Authorized Share Capital of each of the Transferor Companies as provided below:

Name of the Transferor Companies	No. of shares	Total Authorized Capital (In Rs.)
BHADRA TEXTILES AND TRADING PRIVATE LIMITED	11,00,000	1,10,00,000.00
VILLA TRADING COMPANY PRIVATE LIMITED	4,20,00,000	42,00,00,000.00

- b) The Memorandum of Association of the Transferee Company (relating to the Authorised Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Sections 13, 14, 61, 230 to 232 of the Act and other applicable provisions of the Act, as the case may be and for this purpose the stamp duties and the fees paid on the Authorised Share Capital of the Transferor Companies shall be utilized and applied to the above referred increased authorised share capital of the Transferee Company and no payment of any extra stamp duty and / or fee shall be payable by the Transferee Company for increase in its authorized share capital to that extent.
- c) Consequent upon the amalgamation, the Authorised Share Capital of the Transferee Company will be reclassified as under:

Authorized Share Capital	Amount (In Rs.)
54,31,00,000 Equity Shares of Rs. 10/- each	543,10,00,000.00
Total	543,10,00,000.00

It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum of Association of the Transferee Company as may be required under the Act and Clause V of the Memorandum of Association of the Transferee Company shall respectively stand substituted by virtue of the Scheme to read as follows:

Clause V of the Memorandum of Association of the Transferee Company:

"V. The Authorized Share Capital of the Company is Rs. 543,10,00,000/- (Rupees Five hundred forty three crores ten lakhs only) divided into 54,31,00,000 (Fifty four crores thirty one lakhs only) Equity Shares of Rs. 10/- (Rupees Ten Only) each"

- d) *Consequently, the Memorandum of Association and Articles of Association of the Transferee Company (relating to the Authorised Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme, whether at a meeting or otherwise, shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 13, 14 and 61 of the Act and other applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duties and fees paid on the Authorised Share Capital of the Transferor Companies shall be utilized and applied to the increase and reclassification of Authorised Share Capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee by the Transferee Company for increase and reclassification in the Authorised Share Capital to that extent.*
- e) *Under the accepted principle of Single Window Clearance, it is hereby provided that the aforesaid alteration in the Memorandum of Association of the Transferee Company viz. Change in the Capital Clause referred above, shall become operative on the Scheme being effective by virtue of the fact that the Shareholders of Transferee Company, while approving the Scheme as a whole, by virtue of written consent letters, have also resolved and accorded the relevant consents as required respectively under Sections 13, 14, 61 and 64 of the Companies Act, 2013 or any other provisions of the Act and shall not be required to pass separate resolutions as required under the Act.*

11. Conduct of business till effective date:

With effect from the Appointed Date and upto and including the Effective Date:

- a) *The Transferor Companies shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets pertaining to business of the Transferor Companies for and on account of and in trust for the Transferee Company. The Transferor Companies hereby undertake to hold the said assets with utmost prudence until the Effective Date.*
- b) *The Transferor Companies shall not, except in the ordinary course of business or without prior written consent of the Transferee Company, alienate charge, mortgage, encumber or otherwise deal with or dispose of any of its properties or part thereof of the Transferor Companies.*
- c) *Any income accruing or arising to the Transferor Companies shall for all purposes be treated and deemed to be in profits or income of the Transferee Company.*
- d) *During the pendency of this Scheme, in the event the Transferor Companies and/or Transferee Company, as the case may be, distributes dividend (including interim dividend) or issues bonus shares or offers rights shares to its respective shareholders, the Transferor Companies and/or Transferee Company and their shareholders, as the case may be, shall be entitled to receive such dividend and bonus shares, and subscribe to such rights shares offered by the Transferor Companies and/or Transferee Company, as the case may be, or make distribution of profits/reserves to its respective Shareholders.*
- e) *Until the Effective Date, the Transferor Companies may utilize its income/available cash, if any, for meeting its expenses in the ordinary course of business or for the purpose specified in the scheme.*
- f) *Until the Effective Date, the holders of shares of the Transferor Companies shall, save as expressly provided otherwise in the Scheme, continue to enjoy their existing rights under the Articles of Association of the Transferor Companies including the right to receive dividends.*
- g) *Upon coming into effect of this Scheme, the resolutions passed by the Transferor Companies, which are valid and subsisting shall continue to be valid and subsisting on the Transferee Company, as if the Transferee Company had passed the Resolution, subject however, to the aggregated monetary limit (meaning thereby, the combined monetary limit of the Transferor Company and the Transferee Company), provided under any law, and subject to applicable provisions.*

12. Employees:

- a) *On the Scheme becoming effective all the employees, if any, of the Transferor Companies shall become the employees of the Transferee Company, without any break or interruption in their services, on the same terms and conditions on which they are engaged as on the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retirement benefit / compensation, other terminal benefits, such immediate uninterrupted past services with the Transferor Companies shall also be taken into account.*
- b) *In relation to those employees of the Transferor Companies for whom the Transferor Companies are making contributions to the government provident fund or any other fund existing, the Transferee Company shall stand substituted for such Transferor Companies, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such employees of the Transferor Companies.*

13. Legal proceedings:

- a) *If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if this Scheme had not been made.*

- b) *In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated by or against the Transferor Companies, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company. The shareholders of the Transferor Companies shall indemnify the Transferee Company from any loss, liability, cost, charges and/or expenses arising due to any disputes or litigations as specified in Clause 15 below.*

14. Contracts, Deeds, etc.:

- a) *Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of intent, undertakings, arrangements, policies, agreements of whatsoever nature pertaining to the Transferor Company to which the Transferor Companies is party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party thereto.*
- b) *The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novation, to which the Transferor Companies will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Companies and to implement or carry out all formalities required on the part of the Transferor Companies to give effect to the provisions of this Scheme.*

15. Indemnity by shareholders of Transferor Company 1:

The shareholders of the Transferor Company 1 shall indemnify and hold harmless the Transferee Company and its directors, officers, representatives, partners, employees and agents (collectively, the "Indemnified Persons") for losses, liabilities (including but not limited to tax liabilities), costs, charges, expenses (whether or not resulting from third party claims), including those paid or suffered pursuant to any actions, proceedings, claims and including interests and penalties discharged by the Indemnified Persons which may devolve on Indemnified Persons on account of amalgamation of the Transferor Company 1 and Transferor Company 2 with the Transferee Company but would not have been payable by such Indemnified Persons otherwise, in the form and manner as may be agreed amongst the Transferee Company and the shareholders of the Transferor Companies.

16. Saving of concluded transactions:

The transfer of properties and liabilities under Clause 4 and 5 above and the continuance of proceedings by or against the Transferor Companies under Clause 13 above shall not affect any transaction or proceedings already concluded by the Transferor Companies on or after the Appointed Date till the Effective Date (both days inclusive), to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of the Transferee Company.

17. Dissolution of the Transferor Companies:

- a) *On the Scheme becoming effective, the Transferor Company 1 shall stand dissolved automatically without winding up in accordance with the provisions of Section 230-232 of the Companies Act, 2013.*
- b) *On and from the Effective Date, name of the Transferor Company 1 shall be removed from the records of the Registrar of Companies and records relating to the Transferor Company 1 shall be transferred and merged with the records of the Transferee Company.*
- c) *On the Scheme becoming effective, the Transferor Company 2 shall stand dissolved automatically without winding up in accordance with the provisions of Section 230-232 of the Companies Act, 2013.*
- d) *On and from the Effective Date, name of the Transferor Company 2 shall be removed from the records of the Registrar of Companies and records relating to the Transferor Company 2 shall be transferred and merged with the records of the Transferee Company.*

X. RELATIONSHIP BETWEEN THE TRANSFEROR COMPANY AND THE TRANSFEE COMPANY:

The Transferor Company 1 is holding company of the Transferee Company and the Transferor Company 2 is wholly owned subsidiary of the Transferee Company i.e., Gujarat Sidhee Cement Limited.

XI. APPROVALS:

- a) *Pursuant to the SEBI Circulars read with Regulation 37 of the SEBI Listing Regulations, the Transferee Company had filed necessary applications before BSE Limited and National Stock Exchange of India Limited seeking their no-objection to the Scheme. The Transferee Company has received the observation letters from BSE Limited dated 22nd October 2020 and National Stock Exchange of India Limited dated 4th December 2020 conveying their no-objection to the Scheme ('Observation Letter').*
- b) *The Scheme along with related documents is available on the website of the Company, BSE Limited and National Stock Exchange of India Limited and was open for complaints/comments. The Company did not receive any complaint/comment and accordingly a Nil Complaint report was filed with BSE Limited and National Stock Exchange of India Limited.*

XII. CAPITAL STRUCTURE PRE AND POST AMALGAMATION:

Upon the Scheme becoming effective and upon amalgamation of the Transferor Company 1 and 2 into the Transferee Company, the Authorised Share Capital of the Transferee Company will be reclassified as under:

Authorized Share Capital	Amount (In Rs.)
54,31,00,000 Equity Shares of Rs. 10/- each	543,10,00,000.00
Total	543,10,00,000.00

Upon the Scheme becoming effective and upon amalgamation of the Transferor Company 1 and 2 into the Transferee Company in terms of the Scheme, the Transferee Companies shall, without any application, act or deed, issue and allot new equity shares, credited as fully paid-up, to the Members of the Transferor Company 1 holding fully paid-up equity shares of the Transferor Company 1. The existing shares held by the Transferor Company 1 in the equity share capital of the Transferee Company shall, without any further application, act, instrument or deed stand cancelled. The pre-and post-amalgamation capital structure of the Transferee Company is provided herein.

The Transferor Company 2 is wholly-owned subsidiary of the Transferee Company. Upon this Scheme coming into effect, the equity shares of the Transferor Company 2 held by the Transferee Company directly and/or through its nominee(s) constituting the entire paid up share capital of the Transferor Company 2, will stand cancelled. Accordingly, there will be no issue of shares of the Transferee Company to the shareholders (including those holding the shares as nominees of the Transferee Company, if any) of the Transferor Company 2.

PRE AND POST AMALGAMATION SHAREHOLDING PATTERN

The pre-and post-amalgamation shareholding pattern of the Transferee Company as on Appointed Date is as follows:

Sr. No.	Description	Name of Shareholder	Transferee company			
			Pre-arrangement		Post-arrangement	
			No. of shares	%	No. of shares	%
(A)	Shareholding of Promoter and Promoter Group					
(a)	Individuals/ Hindu Undivided Family	Names				
		Juhi Chawla Mehta	78600	0.09	78600	0.09
		Jay Mahendra Mehta	1000	0.00	1000	0.00
		Atul C Khanna	0	0.00	0	0.00
		Promilla Khanna	0	0.00	0	0.00
(b)	Central Government/ State Government(s)		0	0	0	0
(c)	Bodies Corporate	Names				
		Bhadra Textiles and Trading Pvt. Ltd	48800000	55.82	0	0
		Gujarat Industrial Investment Corporation Limited	8252697	9.44	8252697	9.44
		Saurashtra Cement Limited	2225000	2.54	2225000	2.55
		Sumaraj Holdings Private Limited	455629	0.52	455629	0.52
		Shree Anandeya Investments Pvt Ltd	2500	0.00	2500	0.00
		Sunnidhi Trading Pvt Ltd	1000	0.00	1000	0.00
		Sameta Exports Pvt Ltd	750	0.00	750	0.00
		Pallor Trading Co. Pvt Ltd	275	0.00	275	0.00
		Galaxy Technologies Pvt Ltd			25497249	29.16
(d)	Financial Institutions/ Banks		0	0	0	0
(e)	Any Others		0	0	0	0
	Sub Total(A)(1)		59817451	68.42	36514700	41.77

Sr. No.	Description	Name of Shareholder	Transferee company			
			Pre-arrangement		Post-arrangement	
			No. of shares	%	No. of shares	%
2	Foreign					
(a)	Individuals (Non-Residents Individuals/Foreign Individuals)		0	0	0	0
(b)	Bodies Corporate	Names				
		The Arj investment Limited (now known as The Mehta International Mauritius Limited w.e.f. 29 th October 2020)	1177000	1.35	24479751	28.00
		Samja Mauritius Limited (now known as Mehta Investments Mauritius Limited w.e.f. 29 th October 2020)	874000	1.00	874000	1.00
		Treasurers Trading Limited	101750	0.12	101750	0.12
(c)	Institutions		0	0	0	0
(d)	Any Others		0	0	0	0
	Sub Total(A)(2)		2152750	2.47	25455501	29.12
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)		61970201	70.88	61970201	70.88
(B)	Public shareholding					
1	Institutions					
(a)	Mutual Funds/ UTI		31256	0.04	31256	0.04
(b)	Financial Institutions / Banks		82614	0.09	82614	0.09
(c)	Central Government/ State Government(s)		275	0	275	0
(d)	Venture Capital Funds		0	0	0	0
(e)	Insurance Companies		0	0	0	0
(f)	Foreign Institutional Investors		21800	0.02	21800	0.02
(g)	Foreign Venture Capital Investors		0	0		0
(h)	Any Other (Foreign Portfolio Investor)		25	0	25	0
	Sub-Total (B)(1)		135970	0.16	135970	0.16
2	Non-institutions					
(a)	Bodies Corporate		3722074	4.26	3722074	4.26
(b)	Individuals					
I	Individuals -i. Individual shareholders holding nominal share capital up to Rs 1 lakh		12905960	14.76	12905960	14.76
II	ii. Individual shareholders holding nominal share capital in excess of Rs. 1 lakh.		5759650	6.59	5759650	6.59
(c)	Any Other		2931534	3.35	2931534	3.33
	Sub-Total (B)(2)		25319218	28.96	25319218	28.96
(B)	Total Public Shareholding (B)= (B)(1)+(B)(2)		25455188	29.12	25455188	29.12
	TOTAL (A)+(B)		87425389	100	87425389	100
(C)	Shares held by Custodians and against which DRs have been issued		0	0	0	0

Sr. No.	Description	Name of Shareholder	Transferee company			
			Pre-arrangement		Post-arrangement	
			No. of shares	%	No. of shares	%
	GRAND TOTAL (A)+(B)+(C)		87425389	100	87425389	100

XIII. EXTENT OF SHAREHOLDING OF DIRECTORS AND KEY MANAGERIAL PERSONNEL:

- i) Save as otherwise provided in the Scheme, the Directors and Key Managerial Personnel (KMP) and their respective relatives of the Transferee Company and Transferor Companies may be deemed to be concerned and/or interested in the Scheme only to the extent of their shareholding in their respective Companies, or to the extent the said Directors/KMP are the partners, Directors, Members of the Companies, firms, association of persons, bodies corporate and/or beneficiary of trust that hold shares in any of the Companies. Save as aforesaid, none of the Directors, Managing Director or the Manager or KMP of the Transferee Company and the Transferor Companies have any material interest in the Scheme.
- ii) The details of the present Directors and KMP of the Transferee Company and their respective shareholdings in the Transferee Company and the Transferor Companies as on 31st March 2020 are as follows:

Name of Directors / KMP	Designation	Equity Shares of the Transferee Company	Equity Shares of the Transferor Companies
Mr. M. N. Mehta	Non-Executive, Non-Independent Director, Chairman	-	-
Mr. Jay Mehta	Executive Director, Executive Vice Chairman	1000	-
Mrs. Juhi Chawla Mehta	Non-Executive Non-Independent Director	78600	-
Mr. Hemnabh Khatau	Non-Executive Non-Independent Director	-	-
Mr. M. N. Rao	Independent Director	-	-
Mr. Bimal Thakkar	Independent Director	-	-
Mr. K. N. Bhandari	Independent Director	-	-
Mr. M. L. Tandon	Independent Director	-	-
Mr. Venkatesh Mysore	Non-Executive Non Independent Director	-	-
Mr. Ashwani Kumar	Independent Director	-	-
Mrs. Bhagyam Ramani	Independent Director	-	-
Mr. M. N. Sarma	Independent Director		
Dr. Rahul Gupta IAS	Non-Executive Non-Independent Director (Nominee of GIIC Limited) Appointed w.e.f. 19.5.2020		
Mr. M. S. Gilotra	Executive Director, Managing Director	132154*	-
Mr. V. R. Mohnot	CFO & Company Secretary	235651*	-

*Allotted in accordance with the ESOP scheme.

- iii) The details of the present Directors and KMP of the Transferor Company 1 and 2 and their respective shareholdings in the Transferor Company 1 and 2 and the Transferee Company as on 31st March 2020 are as follows:

Name of Directors / KMP	Designation	Equity Shares of		
		Transferee Company	Transferor Company 1	Transferor Company 2
Mr. Jay Mehta	Director	1000	-	-
Mrs. Juhi Chawla Mehta	Director	78600	-	-
Mr. Bimal Thakkar*	Director	-	-	-
Mr. Yogeshkumar Shah*	Director	-	-	-
Mr. Deendayal Jhunjhunwala*	Director	-	-	-
Ms. Rachel Noronha @	Director	-	-	-

* Directors in Villa Trading Company Private Limited.

@ Director in Bhadra Textiles and Trading Private Limited.

XIV. GENERAL

- a. The Transferee Company and the Transferor Companies have made a joint application before the National Company Law Tribunal, Ahmedabad Bench for the sanction of the Scheme under Sections 230- 232 and other applicable provisions of the Companies Act, 2013.
- b. There is an amount of Rs.36,60,00,190/- (Rupees Thirty six crores sixty lakhs one hundred ninety only) due from the Transferee Company to its Secured Creditors as on 30th September 2020.
- c. The amount due from the Transferee Company to its Unsecured Creditors as on 30th September 2020 is Rs. 69,51,09,742/- (Rupees Sixty-nine crores fifty-one lakhs nine thousand seven hundred forty-two only).
- d. There is no amount due from the Transferor Company 1 to its Secured and Unsecured Creditors as on 13th November, 2020.
- e. There is no amount due from the Transferor Company 2 to its Secured and Unsecured Creditors as on 31st October, 2020.
- f. In relation to the Meeting of the Transferee Company, Unsecured Creditors of the Transferee Company whose names are appearing in the records of the Transferee Company as on Monday, November 30, 2020 shall be eligible to cast their votes using Poll Paper at the venue of the meeting.
- g. The Scheme is not expected to have any adverse effects on the KMP, directors, promoters, non- promoter members, depositors, creditors, debenture holders, deposit trustee, debenture trustee, and employees of the Transferee Company and the Transferor Companies, wherever relevant.
- h. The rights and interests of Secured Creditors and Unsecured Creditors of either of the companies, if any, will not be prejudicially affected by the Scheme as no compromise, sacrifice or waiver is, at all called from them nor their rights sought to be modified in any manner and post the Scheme, the Transferee Company will be able to meet its liabilities as they arise in the ordinary course of business.
- i. Except to the extent of the shares held by the Directors and KMP stated under paragraph XII above, none of Directors and KMP of the Transferee Company or their respective relatives is any way connected or interested in the aforesaid resolution.
- j. The Audited accounts for the period ended 31st March 2020 & unaudited accounts for the period ended 30th September 2020 of the Transferee Company indicates that it is in a solvent position and has enough liquidity and would be able to meet liabilities as they arise in the course of business. There is no likelihood that any creditors of the Transferee Companies would lose or be prejudiced as a result of this Scheme being passed since no compromise, sacrifice or waiver is at all called for from them nor are their rights sought to be adversely modified in any manner. Hence, the amalgamation will not cast any additional burden on the shareholders or creditors of the Transferee Company, nor will it adversely affect the interest of any of the shareholders or creditors.
- k. There is no winding up proceedings admitted against the Transferee Company as of date.
- l. No investigation proceedings are pending or are likely to be pending under the provisions of Chapter XIV of the Companies Act, 2013 or under the provisions of the Companies Act, 1956 in respect of the Transferee Company.
- m. The Transferee Company and the Transferor Companies will send Notice under Section 230(3) of the Companies Act, 2013 and the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 to seek approvals / sanctions/no-objections from certain regulatory and governmental authorities for the Scheme such as the Income Tax, Registrar of Companies, Regional Director and the Official Liquidator and will obtain the same at the relevant time. In case no representation is received within the stated period of thirty days from the date of receipt of such notice, it shall be presumed that they have no representation to make on the proposed Scheme of Amalgamation.
- n. In the event that the Scheme is withdrawn in accordance with its terms, the Scheme shall stand revoked, cancelled and be of no effect and null and void.
- o. Names and addresses of the Directors and Promoters and Promoter Group holding shares of the Transferee Company are as under:

Sl. No.	Name of Director	Address
1	Mr. M. N. Mehta	C/o. Sugar Corporation of Uganda Limited P.O. Box No.1, Lugazi, Uganda.
2	Mr. Jay Mehta	Veer Bhavan, 22 B. G. Kher Marg, Malabar Hill, Mumbai 400 006.
3	Mrs. Juhi Chawla Mehta	Veer Bhavan, 22 B. G. Kher Marg, Malabar Hill, Mumbai 400 006.
4	Mr. Hemnabh Khatau	C/o. Sugar Corporation of Uganda Limited, P.O.Box No.1, Lugazi, Uganda.
5.	Mr. M. N. Rao	Prasanti Nilayam, 6-3-248/A/1, Road No. 1, Banjara Hills, Hyderabad 500 034.
6.	Mr. Bimal Thakkar	Ocean View, 4 th Floor, Flat No. 10, 100, Bhulabhai Desai Road, Breach Candy, Near Tata Garden, Mumbai 400 026.
7.	Mr. M. L. Tandon	Unit 9, SDF-1 Seepz Andheri (East) Mumbai - 400096.

8.	Mr. Venkatesh Mysore	The Imperial, North Tower, Apartment No.4305 B. B. Nakashe Marg, Tardeo Mumbai – 400034.
9.	Mr. K. N. Bhandari	5, New Power House Road, Jodhpur 342 003, Rajasthan.
10.	Mrs. Bhagyam Ramani	501, Anand CHS, Juhu Versova Link Road, Andheri (West), Mumbai 400058.
11.	Mr. Ashwani Kumar	22-B, Turf View, Seth Motilal Gi Sanghi Marg, Worli (Lotus), Mumbai 400018.
12.	Mr. M. N. Sarma	H. No. 1-30-57 Tirumala Nagar, M. D. Farm Road Secunderabad-500015.
13.	Dr. Mr. Rahul Gupta IAS	GIIC Limited Udyog Bhavan, 6 th Floor, Block No. 11 & 12, Sector 11, Gandhinagar 382 011.
14.	Mr. M. S. Gilotra	Flat No. 903, Maitri Heights, Plot No. 74, Bhau Daji Road, Matunga (East), Mumbai 400 019.

Sl. No.	Name of Promoters and Promoter Group holding shares of the Transferee Company	Address
1	Mr. Jay Mehta	Veer Bhavan, 22 B. G. Kher Marg, Malabar Hill, Mumbai 400 006.
2	Ms. Juhi Chawla Mehta	Veer Bhavan, 22 B. G. Kher Marg, Malabar Hill, Mumbai 400 006.
3.	Sameta Exports Private Limited	4 th Floor, N. K. Mehta International House, 178, Backbay Reclamation, Mumbai 400 020.
4.	Pallor Trading Company Private Limited	4 th Floor, N. K. Mehta International House, 178, Backbay Reclamation, Mumbai 400 020.
5.	Saurashtra Cement Limited	Near Railway Station Ranavav Dist. Porbandar.
6.	Samja Mauritius Limited (now known as Mehta Investments Mauritius Limited w.e.f. 29 th October 2020).	C/o. DTOS Ltd, 10 th floor, Standard Chartered Tower, 19, Cybercity, Ebene, Mauritius.
7.	Treasurers Trading Limited	P.O. Box HM 2001, Argonaut House, 5 Park Road, Hamilton HM 09, Bermuda.
8.	Bhadra Textiles and Trading Pvt Ltd	B-402, Pelican House, Near Gujarat Chamber of Commerce, Ashram Road, Gujarat 380 009
9.	The Arj Investments Limited (now known as The Mehta International Mauritius Limited we.f. 29 th October 2020)	C/o. DTOS Ltd, 10 th floor, Standard Chartered Tower, 19, Cybercity, Ebene, Mauritius.
10.	Sumaraj Holdings Pvt Ltd	4 th Floor, N. K. Mehta International House, 178, Backbay Reclamation, Mumbai 400 020.
11.	Gujarat Industrial Investment Corporation Ltd	GIIC Limited Udyog Bhavan, 6 th Floor, Block No. 11 & 12, Sector 11, Gandhinagar 382 011.
12.	Shree Anandeya Investments Pvt Ltd	New India Centre, 5 th Floor, 17, Cooperage Road, Mumbai 400 039.
13.	Sunnidhi Trading Pvt Ltd	4 th Floor, N. K. Mehta International House, 178, Backbay Reclamation, Mumbai 400 020.

- p. Names and addresses of the Directors and Promoters and promoter group holding Equity Shares of the Transferor Company 1 are as under:

Sr. No.	Name of Director	Address
1	Mr. Jay Mehta	Veer Bhavan, 22 B. G. Kher Marg, Malabar Hill, Mumbai 400 006.
2	Mrs. Juhi Chawla Mehta	Veer Bhavan, 22 B. G. Kher Marg, Malabar Hill, Mumbai 400 006.
3	Ms. Rachel Noronha	Vijaylaxmi Bliss CHS, B 202, Shyam Nagar, Opp. Natures Basket, Jogeshwari (East), Mumbai 400 060.

Sr. No.	Name of Promoters and Promoter Group holding Equity Shares of Transferor Company 1	Address
1	Galaxy Technologies Private Limited	4 th Floor, N. K. Mehta International House, 178 Backbay Reclamation, Mumbai 400 020.

2	The Arj Investments Limited (now known as The Mehta International Mauritius Limited w.e.f. 29 th October, 2020).	C/o. DTOS Ltd, 10 th floor, Standard Chartered Tower, 19, Cybercity, Ebene, Mauritius.
---	---	---

- q. Names and addresses of the Directors and Promoters and promoter group holding Equity Shares of the Transferor Company 2 are as under:

Sr. No.	Name of Director	Address
1	Mr. Bimal Thakkar	Ocean View, 4 th Floor, Flat No. 10, 100, Bhulabhai Desai Road, Breach Candy, Near Tata Garden, Mumbai 400 026.
2	Mr. Yogeshkumar Shah	E-203, Kamlavihar Mahavir Nagar, Dhanukarwadi, Kandivali West, Mumbai 400 067.
3	Mr. Deendayal Jhunjunwala	B-406, Darsi Residency, 150 FT Road, Near Reena Mehta College, Bhayander (West) 401101.

Sr. No.	Name of Promoters and Promoter Group holding Equity Shares of Transferor Company 1	Address
1	Gujarat Sidhee Cement Limited	Sidheegram, PO – Prashnavada BO, Via Sutrapada SO (Taluka), Pin Code – 362 275 Dist: Gir Somnath, Gujarat.

- r. The Board of Directors of the Transferee Company approved the Scheme on 19th May 2020. Details of Directors of the Transferee Company who voted in favour / against / did not participate on resolution passed at the Meeting of the Board of Directors of the Transferee Company are given below:

Sl. No	Name of Director	Voted in favour / Against / Did not participate
1	Mr. M. N. Mehta	Did not participate
2	Mr. Jay Mehta	Did not participate
3	Mrs. Juhi Chawla Mehta	Did not participate
4	Mr. Hemnabh Khatau	Voted in favour
5	Mr. M. N. Rao	Voted in favour
6	Mr. Bimal Thakkar	Voted in favour
7	Mr. M. L. Tandon	Voted in favour
8.	Mr. K. N. Bhandari	Voted in favour
9.	Mr. M N Sarma	Voted in favour
10.	Mr. Venkatesh Mysore	Voted in favour
11.	Mrs. Bhagyam Ramani	Voted in favour
12.	Mr. Ashwani Kumar	Voted in favour
13.	Dr. Rahul Gupta, IAS	Voted in favour
14.	Mr. M. S. Gilotra	Did not participate

- s. The Board of Directors of the Transferor Company 1 approved the Scheme on 19th May 2020. Details of directors of the Transferor Company 1 who voted in favour / against / did not participate on resolution passed at the Meeting of the Board of Directors are given below:

Sl. No	Name of Director	Voted in favour / Against / Did not participate
1	Mr. Jay Mehta	Voted in favour
2	Mrs. Juhi Chawla Mehta	Voted in favour
3	Ms. Rachel Noronha	Voted in favour

- t. The Board of Directors of the Transferor Company 2 approved the Scheme on 19th May 2020. Details of directors of the Transferor Company 2 who voted in favour / against / did not participate on resolution passed at the Meeting of the Board of Directors are given below:

Sl. No	Name of Director	Voted in favour / Against / Did not participate
1	Mr. Bimal Thakkar	Leave of absence
2	Mr. Yogeshkumar Shah	Voted in favour
3	Mr. Deendayal Jhunjunwala	Voted in favour

- u. For the purpose of amalgamation of the Transferor Companies with the Transferee Company, SSPA & Co, Chartered Accountants (Registered Valuers) have recommended a fair share exchange ratio of allotment of equity shares as under:

Transferor Company 1 as on the date of this report holds more than 4,88,00,000 equity shares of face value of INR 10 each fully paid-up of Transferee Company. Upon the effective date, pursuant to amalgamation of

Transferor Companies with Transferee Company, the entire shareholding of Transferor Company 1 in Transferee Company will be cancelled and the shareholders of Transferor Company 1 would be issued same number of fully paid-up equity shares of Transferee Company and the same shall stand increased by such additional number of equity shares held by the Transferor Company 1. Pursuant to the amalgamation, there would be no change in the paid-up share capital of Transferee Company.

As mentioned above, post-amalgamation the shareholders of Transferor Company 1 will hold the same number of shares as Transferor Company holds in Transferee Company. Consequently, there is no impact on the shareholding pattern of other shareholders of Transferee Company and therefore no valuation of Transferee Company and Transferor Company 1 is required.

Upon the Scheme becoming effective, there is no additional consideration being discharged under the Scheme except the same number of shares of Transferee Company being issued to the shareholders of Transferor Company 1 in lieu of shares held by Transferor Company 1 in Transferee Company respectively (which will get cancelled). Thus, for every fresh issue of share of Transferee Company to the shareholders of Transferor Company 1, there is a corresponding cancellation of an existing Transferee Company share as held by Transferor Company 1. Also, there would be no change in the aggregate promoters' shareholding in Transferee Company and it shall not affect the interest of other shareholders of Transferee Company.

Based on the above in the event of amalgamation of Transferor Company with Transferee Company, the Valuers have recommended a fair share exchange ratio as follows:

"4,88,00,000 equity shares of the face value of INR 10 each fully paid-up of Transferee Company shall be issued and allotted as fully paid up to the equity shareholders of Transferor Company 1 in the proportion of their holding in Transferor Company 1."

- v. A copy of the Valuation report is available for inspection at the website of the Company <http://gscl.mehtagroup.com/investors/scheme-of-amalgamation>.
- w. A report adopted by the Directors of the Transferor Companies and Transferee Company, explaining the effect of the Scheme is attached herewith as **Annexure D**. The Transferee Company does not have any debenture holders, deposit trustee and debenture trustee. There will be no adverse effect on account of the Scheme as far as the depositors, employees, and creditors of the Transferee Company are concerned.
- x. Copies of Financial Statements for the quarter ended 30th September 2020 of Transferor Companies and Transferee Company are attached herewith as **Annexure E**.
- y. As far as the employees of the Transferee Company are concerned there would not be any change in their terms of employment on account of the Scheme. Further, no change in the Board of Directors of the Transferee Company is envisaged on account of the Scheme.
- z. The electronic copy of the following documents shall be available for inspection by the Unsecured Creditors of the Transferee Company in the investor section of the website of the Company. The weblink of the same is: <http://gscl.mehtagroup.com/investors/scheme-of-amalgamation>:
 - a) Copy of the Order passed by the Hon'ble NCLT in Company Scheme Application No. CA(CAA) No.84 of 2020, dated 18th December 2020 of the Transferee Company and the Transferor Companies;
 - b) Copy of the Memorandum and Articles of Association of the Transferee Company and the Transferor Companies;
 - c) Copy of the annual reports of the Transferee Company for the financial year ended 31st March 2020, 31st March 2019 and 31st March 2018;
 - d) Copy of the audited financial statements of the Transferor Companies for the financial year ended 31st March 2020, 31st March 2019, and 31st March 2018;
 - e) Copies of Financial Statements for the quarter ended 30th September 2020 of Transferor Companies and Transferee Company;
 - f) Shareholding pattern as on 30th November, 2020 of the Transferee Company;
 - g) Copy of Valuation on Report issued by M/s. SSPA & Co., Chartered Accountants;
 - h) Copy of the Fairness Opinion, issued by M/s. Fortress Capital Management Services Pvt Ltd, to the Board of Directors of the Transferee Company;
 - i) Copy of the Audit Committee Report of the Transferee Company;
 - j) Copy of the resolutions passed by the respective Board of Directors of the Transferee Company and the Transferor Companies approving the Scheme;
 - k) Copy of the Statutory Auditors' certificate issued by M/s. Manubhai & Shah LLP, Chartered Accountants to the Transferee Company;
 - l) Abridged Prospectus as provided in Part D of Schedule VI of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, including applicable information pertaining to Bhadra Textiles and Trading Private Limited and Villa Trading Company Private Limited;

- m) Copy of the complaint report submitted by the Transferee Company to BSE Limited and National Stock of Exchange Limited;
- n) Copy of the no adverse observations/no objection letter issued by BSE Limited and National Stock of Exchange Limited to the Transferee Company; and
- o) Copy of the Scheme.

This Statement may be treated as an Explanatory Statement under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016. A copy of this Scheme and Explanatory Statement may be obtained free of charge on any working day (except Sundays and public holidays) prior to the date of the Meeting, from the Registered Office of Transferee Company.

Sd/-

Ravi Kapoor

Chairman appointed for the Meeting

Dated this 13th day of January, 2021

Registered Office:

Sidheegram, PO – Prashnawada BO, Tal: Via Sutrapada SO Taluka,

Pin Code: 362275, Dist. Gir Somnath, Gujarat

Tel. 02876 - 268200, Fax: 02876 - 286540

E-Mail: sidhee-mum@mehtagroup.com

Website: www.gujaratsidheecementlimited.com

CIN: L26940GJ1973PLC002245

**SCHEME OF AMALGAMATION
OF
BHADRA TEXTILES AND TRADING PRIVATE LIMITED
("THE TRANSFEROR COMPANY 1")
AND
VILLA TRADING COMPANY PRIVATE LIMITED
("THE TRANSFEROR COMPANY 2")
WITH
GUJARAT SIDHEE CEMENT LIMITED
("THE TRANSFEREE COMPANY")
AND
THEIR RESPECTIVE SHAREHOLDERS & CREDITORS**

PREAMBLE

This Scheme of Amalgamation is presented under Sections 230-232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 for amalgamation of Bhadra Textiles and Trading Private Limited ("the Transferor Company 1") and Villa Trading Company Private Limited (" the Transferor Company 2") with Gujarat Sidhee Cement Limited ("the Transferee Company"). The equity shares of Gujarat Sidhee Cement Limited are listed on the Bombay Stock Exchange and the National Stock Exchange of India Ltd.

RATIONALE FOR THE SCHEME

Bhadra Textiles and Trading Private Limited forms part of the Promoter

Group of Gujarat Sidhee Cement Limited. It presently holds 4,88,00,000 no. of equity shares in Gujarat Sidhee Cement Limited of Face Value of Rs 10/- each, representing about 55.82 % of the total paid up share capital of Gujarat Sidhee Cement Limited as on 31st March 2020. Villa Trading Company Private Limited is a wholly-owned subsidiary company of Gujarat Sidhee Cement Limited.

It is proposed to amalgamate the aforementioned two mentioned Transferor Companies into the Transferee Company by this Scheme, as a result of which the shareholders of the Transferor Company 1 viz. the promoter group of the Transferor Companies (who are also part of the promoter group of the Transferee Company) shall directly hold shares in the Transferee Company and the following benefits shall, inter alia, accrue to the Companies:

- a) Harnessing and optimization of the synergy benefits and to carry on businesses more economically and efficiently with better utilization of common and combined resources.
- b) To reduce the overlaps and administration and the managerial cost.
- c) The amalgamation will result in the promoter group of the Transferor Companies directly holding shares in the Transferee Company, which will lead to simplification of the shareholding structure and reduction of shareholding tiers of the Transferee Company;
- d) The promoter group of the Transferee Company is desirous of streamlining its holding in the Transferee Company. Simultaneously, the transferee company is also desirous of consolidating its investment in only wholly owned subsidiary company. As a step towards such

rationalization, it is proposed to merge the Transferor Companies into the Transferee Company;

- e) The promoters would continue to hold the same percentage of shares in the Transferee Company, pre and post the amalgamation. There would also be no change in the financial position of the Transferee Company. All cost, charges and expenses relating to the Scheme would be borne out of the assets (other than shares of the Transferee Company) of the Transferor Company 1. Any expense, exceeding the assets of the Transferor Company 1 would be borne by the shareholders of the Transferor Company 1 directly;
- f) Further, the Scheme also provides that the shareholders of the Transferor Companies shall indemnify the Transferee Company and keep the Transferee Company indemnified for liability, claim, demand, if any, and which may devolve on the Transferee Company on account of this amalgamation.

Accordingly, the Board of Directors of the Transferor Companies and the Transferee Company have formulated this Scheme for the transfer and vesting of all the assets of the Transferor Companies with and into the Transferee Company pursuant to the provisions of Sections 230-232 and other relevant provisions of the Companies Act, 2013 (including any statutory modification or reenactment or amendment thereof).

PARTS OF THE SCHEME:

The Scheme is divided into the following parts:

PART A	Deals with the definitions and share capital
PART B	Deals with the amalgamation of Bhadra Textiles and Trading Private Limited (“Transferor Company 1”) and Villa Trading Company Private Limited (“Transferor Company 2”) with Gujarat Sidhee Cement Limited (“Transferee Company”)
PART C	Deals with General Terms and Conditions

PART A
DEFINITIONS & SHARE CAPITAL

1. DEFINITIONS

In this Scheme (as defined hereinafter), unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1 **“Act” or “the Act”** means the Companies Act, 2013, the rules and regulations made there-under as the case may be and shall include any statutory modifications, amendments or re-enactment thereof for the time being in force;
- 1.2 **“Applicable Law”** means (a) all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines or policies of any applicable country and/ or jurisdiction; (b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or approvals of or agreements with any Appropriate Authority;
- 1.3 **"Appointed Date"** means 1st April 2020 or such other date as may be suggested by the NCLT;
- 1.4 **“Appropriate Authority”** means any national, state, provincial, local or similar governmental, statutory, regulatory, administrative authority, agency, commission, departmental or public body or authority, board, branch, tribunal or court or other entity authorized to

make rules, regulations, standards, requirements, procedures or to pass directions or orders, in each case having the force of law or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules and standards, requirements, procedures or orders of such authority, body or other organization have the force of law including the Registrar of Companies, Regional Director, NCLT and such other sectoral regulators or authorities as may be applicable;

- 1.5 **“Board” or “Board of Directors”** means the Board of Directors of the Transferor Companies or of the Transferee Company as the context may require and shall, unless it be repugnant to the context or otherwise, include a committee of directors or any person(s) authorized by the Board of Directors or such committee of Directors;
- 1.6 **“Effective Date”** means last of the dates on which the certified copies of the order sanctioning this Scheme of Amalgamation passed by the NCLT is filed with the Registrar of Companies by the Transferor Companies and the Transferee Company and if the certified copies are filed on different dates, last of such dates;
- 1.7 **“Record Date”** means the date fixed by the Board of Directors or committee thereof, if any, of the Transferee Company for the purpose of determining the members of the Transferor Companies to whom New Equity Shares will be allotted pursuant to this Scheme;

- 1.8 **“SEBI”** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 1.9 **“Stock Exchanges”** means BSE Limited, National Stock Exchange of India Ltd and any other stock exchange(s);
- 1.10 **Scheme"** or **“the Scheme”** or **“this Scheme”** means this Scheme of Amalgamation in its present form as submitted with the NCLT or this Scheme with any modification(s) made under Clause 19 of the Scheme;
- 1.11 **“Transferee Company”** or **“GSCL”** means Gujarat Sidhee Cement Limited (CIN: L26940GJ1973PLC002245), a company incorporated under the Companies Act, 1956 and having its registered office at Sidheegram, PO-Prashnawada BO, Tal: Via Sutrapada SO Taluka, Pin Code 362275, Dist. Gir Somnath, Gujarat;
- 1.12 **“Transferor Company 1”** or **“BTTPL”** means Bhadra Textiles and Trading Private Limited (CIN: U51909GJ2014PTC108444), a company incorporated under the Companies Act, 1956 and having its registered office at B-402, Pelican House, Gujarat Chamber of Commerce Compound, Ashram Road, Gujarat 380 009;
- 1.13 **“Transferor Company 2”** or **“VTCPL”** means Villa Trading Company Private Limited (CIN: U51900GJ1994PTC098196), a company incorporated under the Companies Act, 1956 and having its registered office at B-402, Pelican House, Gujarat Chamber of

Commerce Compound, Ashram Road, Gujarat 380 009;

1.14 **“Transferor Companies”** shall mean Transferor Company 1 and Transferor Company 2 taken together;

1.15 **“Tribunal” or “the NCLT”** means the National Company Law Tribunal, Ahmedabad Bench.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

2.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or made as per Clause 19 of the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

2.2 Any reference in this Scheme to “upon the Scheme becoming effective” or “effectiveness of the Scheme” or “upon the coming into effect of the Scheme” shall mean the Effective Date.

3. SHARE CAPITAL

- 3.1 The share capital of the Transferor Company 1 as on 31st March, 2020 is as under:

Particulars	Amount in Rs.
Authorised Capital	
11,00,000 Equity shares of Rs. 10 each	1,10,00,000.00
Total	1,10,00,000.00
Issued, Subscribed and Paid-up Capital	
9,56,966 Equity shares of Rs. 10 each	95,69,660.00
Total	95,69,660.00

Subsequent to 31st March, 2020 and till the date of approval of the Scheme by the Board of Directors of the Transferor Company 1, there has been no change in the issued, subscribed and paid-up capital of the Transferor Company.

- 3.2 The share capital of the Transferor Company 2 as on 31st March, 2020 is as under:

Particulars	Amount in Rs.
Authorised Capital	
42000000 Equity shares of Rs.10 each	42,00,00,000.00
Total	42,00,00,000.00
Issued, Subscribed and Paid-up Capital	
41750177 Equity shares of Rs. Each	41,75,01,770.00
Total	41,75,01,770.00

Subsequent to 31st March, 2020 and till the date of approval of the Scheme by the Board of Directors of the Transferor Company 2, there has been no change in the issued, subscribed and paid-up capital of the Transferor Company.

- 3.3 The share capital of the Transferee Company as on 31st March, 2020 is as under:

Particulars	Amount in Rs.
Authorised Capital	
500,000,000 Equity shares of Rs. 10 each	5,00,00,00,000.00
Total	5,00,00,00,000.00
Issued Capital	
8,74,78,469 Equity shares of Rs. 10 each	8,74,78,4690.00
Subscribed and Paid-up Capital	
8,74,25,389 Equity shares of Rs.10 Each	87,42,53,890.00
Forfeited Equity shares	5,29,938.00
Total	87,47,83,828.00
	87,47,83,828.00

Subsequent to 31st March 2020 and till the date of approval of the Scheme by the Board of Directors of the Transferee Company, the Transferee Company has on 17.4.2020, allotted 647051 equity shares of Rs. 10 Each to its employees under its ESOP'S scheme.

Further, the Transferor Company 1 holds 4,88,00,000 no. of equity shares of Rs. 10 each fully paid up in the Transferee Company, representing about 55.82% of the total paid up share capital of the Transferee Company.

The Transferor Company 2 is the wholly owned subsidiary of the Transferee Company holding nil shares of the Transferee Company.

PART B
AMALGAMATION OF EACH OF THE TRANSFEROR
COMPANIES INTO THE TRANSFEREE COMPANY

4. TRANSFER AND VESTING OF TRANSFEROR COMPANY 1
WITH THE TRANSFEREE COMPANY

- 4.1 With effect from the Appointed Date, the business of the Transferor Company 1 including its properties and assets (whether movable tangible or intangible) of whatsoever nature including investments, shares, debentures, securities, loans and advances, licenses, permits, approvals, lease, tenancy rights, titles, permissions, if any, all accumulated losses , if any , benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, taxes deducted at source, minimum alternate tax and all other rights, title, interest, contracts, consent, approvals or powers of every kind, nature and descriptions whatsoever shall under the provisions of Sections 230 to 232 of the Act and pursuant to the orders of the NCLT or any other Appropriate Authority sanctioning this Scheme and without further act, instrument or deed, but subject to the changes affecting the same as on the Effective Date, shall stand transferred to and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.

- 4.2 Without prejudice to Clause 4.1, all movable assets of the Transferor Company 1 including sundry debtors, trade receivables, bills, credits, loans, and advances, if any, whether recoverable in cash or in-kind or for value to be received, bank balances, investments, earnest money and deposits with any government, quasi-government, local or other authority or body or with any company or other person, the same shall, on and from the Appointed Date, stand transferred to and vested in Transferee Company without any notice or other intimation to the debtors (although Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in Transferee Company) subject to existing charges or *lis pendens*, if any thereon.
- 4.3 The liabilities of the Transferor Company 1 shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by the Transferee Company pursuant to the provisions of Sections 230 to 232 of the Act, so as to become the liabilities of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.

- 4.4 This Scheme has been drawn up to comply with the conditions relating to “amalgamation” as specified under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall be to the extent of such inconsistency prevail and the Scheme shall stand modified to that extent to comply with Section 2(1B) of the Income-tax Act, 1961; such modification to not affect other parts of the Scheme.
- 4.5 Upon the Scheme becoming effective, the Transferee Company shall be expressly permitted to revise and file its financial statements, income tax returns including tax deducted at source returns, GST returns, and other tax returns (including revised returns) as may be necessary and expressly reserves the right to make such provisions in its returns, and to claim refunds and credits, etc. pertaining to the Transferor Company 1 and notwithstanding that the statutory period for such revisions and filing may have lapsed. The Transferee Company shall be entitled to claim and be allowed credit or benefits of all tax deduction certificates, advance tax or other tax payments, credits or duty drawbacks or advance licences or any other credit or benefit of any tax, duty, CENVAT, incentives, etc. relating to the Transferor Company 1, notwithstanding that such certificates or challans or any other documents for tax payments or credits / benefits etc. may have been issued or made in the name of Transferor Companies. Such credit / benefit shall be allowed without any further

act or deed by the transferee company or the need for any endorsements on such certificates, challans, documents etc. to be done by the issuers or any authority. Any refunds under the Tax Laws due to the Transferor Company 1 and consequent to the assessment made on the Transferor Company 1 and for which no credit is taken in the accounts as on the date immediately preceding the appointed date shall also belong to and be received by the Transferee Company.

- 4.6 Pursuant to the Scheme becoming effective, Transferee Company shall, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangement with any party to any contract or arrangement to which the Transferor Company 1 is a party in order to give formal effect to the above provisions. The Transferee Company shall be deemed to be authorized to execute any such writings on behalf of the Transferor Company 1 to carry out or perform all such formalities or compliances referred to above on part of the Transferor Company 1.

5. TRANSFER AND VESTING OF TRANSFEROR COMPANY 2 WITH THE TRANSFEE COMPANY

- 5.1 With effect from the Appointed Date, the business of the Transferor Company 2 including its properties and assets (whether movable tangible or intangible) of whatsoever nature including investments, shares, debentures, securities, loans and advances, licenses, permits, approvals, lease, tenancy rights, titles, permissions, if any, all

accumulated losses, if any, benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, taxes deducted at source, minimum alternate tax and all other rights, title, interest, contracts, consent, approvals or powers of every kind, nature and descriptions whatsoever shall under the provisions of Sections 230 to 232 of the Act and pursuant to the orders of the NCLT or any other Appropriate Authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Effective Date, shall stand transferred to and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and assets of the Transferee Company.

- 5.2 Without prejudice to Clause 5.1, all movable assets including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any government, quasi-government, local or other authority or body or with any company or other person, the same shall, on and from the Appointed Date, stand transferred to and vested in Transferee Company without any notice or other intimation to the debtors (although Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in Transferee Company) subject to existing charges or lis pendens, if any thereon.

5.3 The liabilities shall also, without any further act, instrument or deed be transferred to and vested in and assumed by and/or deemed to be transferred to and vested in and assumed by the Transferee Company pursuant to the provisions of Sections 230 to 232 of the Act, so as to become the liabilities of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.

5.4 This Scheme has been drawn up to comply with the conditions relating to “amalgamation” as specified under Section 2(1B) of the Income -tax Act, 1961. If any terms or provisions of the Scheme are inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall to the extent of such inconsistency prevail and the Scheme shall stand modified to that extent to comply with Section 2(1B) of the Income-tax Act, 1961; such modification do not affect other parts of the Scheme.

5.5 Pursuant to the Scheme becoming effective, Transferee Company shall, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangement with any party to any contract or arrangement to which the Transferor Company 2 is a party in order to give formal effect to the above provisions. The Transferee

Company shall be deemed to be authorized to execute any such writings on behalf of the Transferor Company 2 to carry out or perform all such formalities or compliances referred to above on part of the Transferor Company2.

6. CONSIDERATION

- 6.1** Upon this Scheme becoming effective and upon amalgamation of the Transferor Company 1 into the Transferee Company in terms of this Scheme, the Transferee Company shall, without any application, act or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the members of the Transferor Company 1 holding fully paid-up equity shares of the Transferor Company 1 and whose names appear in the register of members of the Transferor Company 1 as on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferor Company 1 / Transferee Company in the following proportion: *“4,88,00,000 fully paid up equity share of Rs. 10 each of the Transferee Company shall be issued and allotted as fully paid up to the equity shareholders of the Transferor Company 1 in proportion of their holding in the Transferor Company 1”*

(Equity shares to be issued by the Transferee Company as above are referred to as “New Equity Shares”).

- 6.2 It is clarified that any positive net assets of the Transferor Company 1 as on the appointed date other than the investment in the shares of the Transferee Company will not affect – alter the share exchange ratio.
- 6.3 The Transferor Company 1 holds 4,88,00,000 equity shares of the Transferee Company and pursuant to the amalgamation, the Transferee Company shall issue the same number of New Equity Shares i.e. 4,88,00,000/- to the shareholders of the Transferor Company 1. In the event the Transferor Company 1 holds more than 4,88,00,000/- fully paid up equity shares of the Transferee Company (without incurring any additional liability) on the Record Date, New Equity Shares to be issued by the Transferee Company to the shareholders of the Transferor Company 1 shall stand increased by such additional number of equity shares held by the Transferor Company 1.
- 6.4 The New Equity Shares to be issued to the members of the Transferor Company 1 as per clause 6.1 above shall be subject to the Memorandum of Association and Articles of Association of the Transferee Company. The New Equity Shares shall rank *pari-passu* in all respects, including dividend, with the existing equity shares of Transferee Company.

- 6.5 In respect of fractional entitlement to a shareholder, the fractional share shall be rounded off to the nearest integer. A fraction of less than half shall be rounded down to the nearest lower integer and a fraction of half or more shall be rounded up to the nearest higher integer. However, in no event, shall the number of New Equity Shares to be allotted by the Transferee Company to the members of the Transferor Company 1 exceed the number of equity shares held by the Transferor Company 1 in the Transferee Company on the Effective Date.
- 6.6 The investment held by the Transferor Company 1 in the equity share capital of the Transferee Company shall, without any further application, act, instrument or deed stand cancelled.
- 6.7 The shares held by the Transferor Company 1 and in dematerialized form shall be extinguished, on and from such issue and allotment of New Equity Shares.
- 6.8 The New Equity Shares to be issued and allotted by the Transferee Company to the shareholders of the Transferor Company 1 shall be issued in dematerialized form.
- 6.9 The New Equity Shares of the Transferee Company shall be listed and/ or admitted to trading on the Stock Exchanges on which the existing equity shares of the Transferee Company are listed at that time. The Transferee Company shall enter into such arrangements and give such confirmation and/or undertakings as may be necessary in

accordance with the applicable laws or regulations for complying with the formalities of the said Stock Exchanges.

6.10 The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authorities for the issue and allotment by Transferee Company of New Equity Shares to the members of the Transferor Company 1 under the Scheme.

6.11 The approval of this Scheme by the members of the Transferee Company shall be deemed to be due compliance with the applicable provisions of the Act including Section 42 and 62 of the Act, for the issue and allotment of New Equity Shares by the Transferee Company to the members of the Transferor Company 1, as provided in the Scheme and under Single window clearance concept.

7. CANCELLATION OF EQUITY SHARES OF THE TRANSFEE COMPANY HELD BY THE TRANSFEROR COMPANY 1.

7.1 Upon the Scheme becoming effective, the issued, subscribed and paid up share capital of GSCL, to the extent of the shares held by Transferor Company 1 in the Transferee Company, shall be automatically cancelled in terms of Section 66 of the Act.

7.2 The said cancellation shall result in reduction of capital under section 66 of the Act. However, since the aforesaid reduction is consequential and is proposed as an integral part of the Scheme, the Transferee Company shall not be required to undertake separate procedure under section 66 of the Act. Further, as the aforesaid reduction does not result in either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital, the provisions of section 66 of the Act shall not be applicable. The order of the NCLT sanctioning the scheme shall be deemed to be the Order under section 66 of the Act for the purpose of confirming reduction. Further, the Transferee Company shall not be required to add “and reduced” as a suffix to its name consequent upon such reduction.

8. CANCELLATION OF EQUITY SHARES OF THE TRANSFEROR COMPANY 2

8.1 The Transferor Company 2 is wholly-owned subsidiary of the Transferee Company. Upon this Scheme coming into effect, the equity shares of the Transferor Company 2 held by the Transferee Company directly and/or through its nominee(s) constituting the entire paid up share capital of the Transferor Company 2, will stand cancelled.

- 8.2 Accordingly, there will be no issue of shares of the Transferee Company to the shareholders (including those holding the shares as nominees of the Transferee Company, if any) of the Transferor Company 2.

9A. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY

On the Scheme becoming effective, with effect from the Appointed Date, the Transferee Company shall account for the amalgamation in its books of account as under:

- 9.1 The Transferee Company shall account for the amalgamation of the Transferor Companies in its books of account using the pooling of interest method in accordance with Appendix C to Indian Accounting Standard 103 on “Business Combinations of entities under common control” prescribed under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time.
- 9.2 All the assets and liabilities appearing in the books of the Transferor Companies as on the Appointed Date, shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their existing carrying amounts and in the same form as at the Appointed Date.

- 9.3 The balance of the retained earnings appearing in the books of account of the Transferor Companies as on the Appointed Date shall be transferred and aggregated with the corresponding balance of the retained earnings appearing in the books of account of the Transferee Company as on the Appointed Date.
- 9.4 The reserves standing in the books of account of the Transferor Companies as on the Appointed Date shall be transferred and vested in the Transferee Company as on the Appointed Date; the identity of reserves of Transferor Companies shall be preserved and they shall appear in the financial statements of the Transferee Company in the same form in which those appeared in the financial statements of the Transferor Companies.
- 9.5 As provided under the Scheme, the equity shares of the Transferee Company held by the Transferor Company 1 shall stand cancelled and as a result equivalent equity share capital of the Transferee Company and the book value of investments held by the Transferor Company 1 in the Transferee Company shall also stand cancelled.
- 9.6 The aggregate face value of New Equity Shares issued by the Transferee Company to the shareholders of the Transferor Company 1 pursuant to the Scheme shall be credited to the Equity Share Capital Account of the Transferee Company.

9.7 As provided under the Scheme, the carrying amount of investments in the equity shares of the Transferor Company 2 held by Transferee Company shall stand cancelled and there shall be no further obligation in that behalf. As a result, the carrying amount of the investments in the equity shares of the Transferor Company 2 and the Transferee Company's portion of equity of the Transferor Company 2 will be offset.

The effect of the accounting entries in respect of the Transferor Company 2 will be that the assets, liabilities and reserves of the Transferor Company 2 which were appearing in the consolidated financial statements of the Transferee Company immediately before the amalgamation would now be a part of the separate financial statements of the Transferee Company. Accordingly, the Transferee Company would recognise the carrying value of the assets, liabilities and reserves pertaining to the Transferor Company 2 as appearing in the consolidated financial statements of the Transferee Company.

9.8 The difference, if any, of the carrying amounts of assets over the carrying amounts of liabilities, carrying amounts of retained earnings and reserves transferred to the Transferee Company as stated above, and the sum of (a) the face value of New Equity Shares issued by the Transferee Company; and (b) cancellation of investments as per the Scheme as stated hereinabove, shall be transferred to Capital Reserve in the books of account of the Transferee Company and shall be presented separately from other capital reserves with disclosure of its nature and purpose in the notes.

9.9 Inter-Company transactions and balances including loans, advances, receivable or payable *inter se* between the Transferor Companies and the Transferee Company as appearing in their books of account, if any, shall stand cancelled;

9.10 In case of any differences in the accounting policies between the Transferor Companies and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted to the Retained Earnings of the Transferee Company, to ensure that upon the Scheme coming into effect, the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policies.

9.11 Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of amalgamation, as stated above, as if the amalgamation had occurred from the beginning of the comparative period.

9B. Accounting Treatment in the Books of Transferor Companies:

Notwithstanding anything contained in any other clause in the Scheme, Transferor Company shall give effect to the merger in its books of account as per the applicable accounting principles and as on the date as prescribed under Indian Accounting Standards (Ind AS) prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standards) Rule, 2015, as may be amended from time to time.

10. COMBINATION OF AUTHORISED SHARE CAPITAL

- a. Upon sanction of this Scheme, the Authorised Share Capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company including therein the payment of stamp duty and fees payable to Registrar of Companies, Gujarat, by the amount of Authorized Share Capital of each of the Transferor Companies as provided below:

Name of the Transferor Companies	No. of shares	Total Authorized Capital (In Rs.)
BHADRA TEXTILES AND TRADING PRIVATE LIMITED	11,00,000	1,10,00,000.00
VILLA TRADING COMPANY PRIVATE LIMITED	4,20,00,000	42,00,00,000.00

- b. The Memorandum of Association of the Transferee Company (relating to the Authorised Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Sections 13, 14, 61, 230 to 232 of the Act and other applicable provisions of the Act, as the case may be and for this purpose the stamp duties and the fees paid on the Authorised Share Capital of the Transferor Companies shall be utilized and applied to the above referred increased authorised share capital of the Transferee Company and no payment of any

extra stamp duty and / or fee shall be payable by the Transferee Company for increase in its authorized share capital to that extent.

- c. Consequent upon the amalgamation, the Authorised Share Capital of the Transferee Company will be reclassified as under:

Authorized Share Capital	Amount (In Rs.)
54,31,00,000 Equity Shares of Rs. 10/- each	543,10,00,000.00
Total	543,10,00,000.00

It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum of Association of the Transferee Company as may be required under the Act and Clause V of the Memorandum of Association of the Transferee Company shall respectively stand substituted by virtue of the Scheme to read as follows:

Clause V of the Memorandum of Association of the Transferee Company:

“V. The Authorized Share Capital of the Company is Rs. 543,10,00,000/- (Rupees Five hundred forty three crores ten lakhs only) divided into 54,31,00,000 (Fifty four crores thirty one lakhs only) Equity Shares of Rs. 10/- (Rupees Ten Only) each”

- d. Consequently, the Memorandum of Association and Articles of Association of the Transferee Company (relating to the Authorised Share Capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme, whether at a meeting or otherwise, shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 13, 14 and 61 of the Act and other applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duties and fees paid on the Authorised Share Capital of the Transferor Companies shall be utilized and applied to the increase and reclassification of Authorised Share Capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee by the Transferee Company for increase and reclassification in the Authorised Share Capital to that extent.
- e. Under the accepted principle of Single Window Clearance, it is hereby provided that the aforesaid alteration in the Memorandum of Association of the Transferee Company viz. Change in the Capital Clause referred above, shall become operative on the Scheme being effective by virtue of the fact that the Shareholders of Transferee Company, while approving the Scheme as a whole, by virtue of written consent letters, have also resolved and accorded the relevant consents as required respectively under Sections 13, 14, 61 and 64 of the Companies Act, 2013 or any

other provisions of the Act and shall not be required to pass separate resolutions as required under the Act.

11. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

With effect from the Appointed Date and upto and including the Effective Date:

- a. The Transferor Companies shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets pertaining to business of the Transferor Companies for and on account of and in trust for the Transferee Company. The Transferor Companies hereby undertake to hold the said assets with utmost prudence until the Effective Date.
- b. The Transferor Companies shall not, except in the ordinary course of business or without prior written consent of the Transferee Company, alienate charge, mortgage, encumber or otherwise deal with or dispose of any of its properties or part thereof of the Transferor Companies.
- c. Any income accruing or arising to the Transferor Companies shall for all purposes be treated and deemed to be in profits or income of the Transferee Company.

- d. During the pendency of this Scheme, in the event the Transferor Companies and/or Transferee Company, as the case may be, distributes dividend (including interim dividend) or issues bonus shares or offers rights shares to its respective shareholders, the Transferor Companies and/or Transferee Company and their shareholders, as the case may be, shall be entitled to receive such dividend and bonus shares, and subscribe to such rights shares offered by the Transferor Companies and/or Transferee Company, as the case may be, or make distribution of profits/reserves to its respective Shareholders.
- e. Until the Effective Date, the Transferor Companies may utilize its income/available cash, if any, for meeting its expenses in the ordinary course of business or for the purpose specified in the scheme.
- f. Until the Effective Date, the holders of shares of the Transferor Companies shall, save as expressly provided otherwise in the Scheme, continue to enjoy their existing rights under the Articles of Association of the Transferor Companies including the right to receive dividends.
- g. Upon coming into effect of this Scheme, the resolutions passed by the Transferor Companies, which are valid and subsisting shall continue to be valid and subsisting on the Transferee Company, as if the Transferee Company had passed the Resolution, subject however, to the aggregated monetary limit (meaning thereby, the

combined monetary limit of the Transferor Company and the Transferee Company), provided under any law, and subject to applicable provisions.

12. EMPLOYEES

- a. On the Scheme becoming effective all the employees, if any, of the Transferor Companies shall become the employees of the Transferee Company, without any break or interruption in their services, on the same terms and conditions on which they are engaged as on the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retirement benefit / compensation, other terminal benefits, such immediate uninterrupted past services with the Transferor Companies shall also be taken into account.
- b. In relation to those employees of the Transferor Companies for whom the Transferor Companies are making contributions to the government provident fund or any other fund existing, the Transferee Company shall stand substituted for such Transferor Companies, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such employees of the Transferor Companies.

13. LEGAL PROCEEDINGS

- a. If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if this Scheme had not been made.
- b. In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated by or against the Transferor Companies, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company. The shareholders of the Transferor Companies shall indemnify the Transferee Company from any loss, liability, cost, charges and/or expenses arising due to any disputes or litigations as specified in Clause 15 below.

14. CONTRACTS, DEEDS, ETC.

- a. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of intent, undertakings, arrangements, policies, agreements of whatsoever nature pertaining to the

Transferor Companies to which the Transferor Companies are party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party thereto.

- b. The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Companies will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. The Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of the Transferor Companies and to implement or carry out all formalities required on the part of the Transferor Companies to give effect to the provisions of this Scheme.

15. INDEMNITY BY SHAREHOLDERS OF TRANSFEROR COMPANY 1

The shareholders of the Transferor Company 1 shall indemnify and hold harmless the Transferee Company and its directors, officers, representatives, partners, employees and agents (collectively, the “Indemnified Persons”) for losses, liabilities (including but not limited to tax liabilities), costs, charges, expenses (whether or not resulting

from third party claims), including those paid or suffered pursuant to any actions, proceedings, claims and including interests and penalties discharged by the Indemnified Persons which may devolve on Indemnified Persons on account of amalgamation of the Transferor Company 1 and Transferor Company 2 with the Transferee Company but would not have been payable by such Indemnified Persons otherwise, in the form and manner as may be agreed amongst the Transferee Company and the shareholders of the Transferor Companies.

16. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 4 and 5 above and the continuance of proceedings by or against the Transferor Companies under Clause 13 above shall not affect any transaction or proceedings already concluded by the Transferor Companies on or after the Appointed Date till the Effective Date (both days inclusive), to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of the Transferee Company.

17. DISSOLUTION OF THE TRANSFEROR COMPANIES

- a. On the Scheme becoming effective, the Transferor Company 1 shall stand dissolved automatically without winding up in accordance with the provisions of Section 230-232 of the

Companies Act, 2013.

- b. On and from the Effective Date, name of the Transferor Company 1 shall be removed from the records of the Registrar of Companies and records relating to the Transferor Company 1 shall be transferred and merged with the records of the Transferee Company.
- c. On the Scheme becoming effective, the Transferor Company 2 shall stand dissolved automatically without winding up in accordance with the provisions of Section 230-232 of the Companies Act, 2013.
- d. On and from the Effective Date, name of the Transferor Company 2 shall be removed from the records of the Registrar of Companies and records relating to the Transferor Company 2 shall be transferred and merged with the records of the Transferee Company.

PART C

GENERAL TERMS AND CONDITIONS

18. APPLICATION TO NCLT

The Transferor Companies and the Transferee Company shall with all reasonable dispatch make all necessary applications under Sections 230-232 of the Act and other applicable provisions of the Act to the NCLT, within whose jurisdiction the registered offices of the

Transferor Companies and the Transferee Company are situated for sanctioning the Scheme.

19. MODIFICATION OR AMENDMENTS TO THE SCHEME

The Transferor Companies and the Transferee Company by their respective Board of Directors, may assent to/make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the NCLT and/or any other statutory/regulatory authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board). The Transferor Companies and the Transferee Company by their respective Board are authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, 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.

20. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- a. The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors of the Transferor Companies and the Transferee Company as may be directed by the NCLT or any other Appropriate Authority, as may be applicable;

- b. The Scheme being approved by the “public” shareholders of the Transferee Company by way of e-voting in terms of Para (I)(A)(9)(a) of Annexure I of SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017; provided that the same shall be acted upon only if the votes cast by the “public” shareholders in favor of the proposal are more than the number of votes cast by the “public” shareholders against it;
- c. The sanction or approval of the Appropriate Authorities concerned being obtained and granted in respect of any of the matters in respect of which such sanction or approval is required;
- d. The sanction of the Scheme by the NCLT or any other authority under Sections 230 to 232 and other applicable provisions of the Act.

21. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding clause not being obtained and/ or the Scheme not being sanctioned by the NCLT or such other competent authority and / or the order not being passed as aforesaid before 31st December 2020 or within such further period or periods as may be agreed upon between the Transferor Companies and the Transferee Company by their respective Board of Directors (and which the Board of Directors of the Companies are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation) this Scheme shall stand revoked, cancelled and be of no effect, save and

except in respect of any act or deed done prior thereto as is contemplated herein or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

22. **COSTS, CHARGES and EXPENSES**

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in connection with and implementing this Scheme and matters incidental shall be borne by the Transferor Company 1 and / or their shareholders.

Certified to be true copy
For Gujarat Sidhee Cement Limited

Sd/-

V. R. Mohnot
CFO & Company Secretary

SSPA & CO.

Chartered Accountants

1st Floor, "Arjun", Plot
No.6A,

V. P. Road, Andheri (W),
Mumbai – 400 058. INDIA.

Tel. : 91 (22) 2670 4376

91 (22) 2670 3682

Fax : 91 (22) 2670 3916

Website : www.sspa.in

STRICTLY PRIVATE & CONFIDENTIAL

May 19, 2020

The Board of Directors

Bhadra Textiles and Trading Private Limited

N.K. Mehta International House
Babubhai Chinai Road
178 Backbay Reclamation
Mumbai - 400 020

The Board of Directors

Gujarat Sidhee Cement Limited

N.K. Mehta International House
Babubhai Chinai Road
178 Backbay Reclamation
Mumbai - 400 020

The Board of Directors

Villa Trading Company Private Limited

N.K. Mehta International House
Babubhai Chinai Road
178 Backbay Reclamation
Mumbai 400 020

Sub: Recommendation of fair share exchange ratio for the proposed amalgamation of Bhadra Textiles and Trading Private Limited and Villa Trading Company Private Limited with Gujarat Sidhee Cement Limited

Dear Sir(s) / Madam(s),

We refer to the engagement letter dated May 07, 2020, whereby we have been requested by the management of Bhadra Textiles and Trading Private Limited, Villa Trading Co. Private Limited and Gujarat Sidhee Cement Limited (hereinafter collectively referred to as the 'Management') to issue a report containing recommendation of fair share exchange ratio for the proposed amalgamation of Bhadra Textiles and Trading Private Limited (hereinafter referred to as 'BTPL' or 'Transferor Company 1') and Villa Trading Company Private Limited (hereinafter referred to as 'VTPL' or 'Transferor Company 2') with Gujarat Sidhee Cement Limited (hereinafter referred to as 'GSCL' or the 'Transferee Company') (hereinafter referred to as the 'Amalgamation').

BTPL, VTPL and GSCL are hereinafter collectively referred to as the 'Companies'.



1. SCOPE AND PURPOSE OF THIS REPORT

- 1.1 We have been given to understand that in order to *inter alia* simplify the shareholding structure of GSCL and reduction of shareholding tiers, it is proposed that BTTPL and VTPL will amalgamate with GSCL in accordance with the provisions of Sections 230 to 232 and other applicable provisions of Companies Act, 2013 (hereinafter referred to as 'Scheme of Amalgamation'). Subject to necessary approvals, BTTPL and VTPL would be amalgamated with GSCL, with effect from the appointed date of April 01, 2020 (hereinafter referred to as 'Proposed Transaction'). As a consideration for the Proposed Transaction, shareholders of BTTPL would be issued equity shares of GSCL.
- 1.2 Pursuant to the Scheme of Amalgamation, since VTPL is a wholly owned subsidiaries of GSCL, no shares of GSCL are proposed to be allotted to shareholders of VTPL on amalgamation of VTPL into GSCL.
- 1.3 In this regard, we have been requested to issue a report containing recommendation of fair share exchange ratio for the Proposed Transaction. This report on recommendation of the fair share exchange ratio is furnished by SSPA & Co., Chartered Accountants ('SSPA') in the capacity of Chartered Accountants to comply with SEBI guidelines and by Mr. Parag S. Ved in the individual capacity of Registered Valuer under section 247 of the Companies Act, 2013.

2. BACKGROUND

2.1 Gujarat Sidhee Cement Limited

GSCL is an ISO 9001 - 2015, ISO 14001 - 2015 and ISO 45001 - 2018 certified company which manufacturers Ordinary Portland Cement (OPC) 53 grade, 43 grade, Portland Pozzolana Cement (PPC) types of cement and clinker, that comply with world class quality standards. The Company markets cement under the brand name 'Sidhee'.

The issued and paid-up equity share capital of the Company as on March 31, 2020 is INR 87.48 crores comprising of 8,74,78,469 equity shares of INR 10 each fully paid up.

The equity shares of GSCL are listed on BSE Limited ('BSE') and National Stock Exchange of India Limited ('NSE').



2.2 Bhadra Textiles and Trading Private Limited

BTTPL, the holding company of GSCL, holds ~55.82% equity stake (comprising of 48,800,000 equity shares) in GSCL as on March 31, 2020. Further, BTTPL currently does not have any business operations.

The shareholding pattern of BTTPL (Face Value INR 10 each) as at March 31, 2020 is as under:

Name of the Shareholder	No of shares	% of Holding
Galaxy Technologies Private Limited	4,99,999	52.25%
The Arj Investments Limited, Mauritius	4,56,966	47.75%
Mr. Yogeshkumar Shah (Nominee of Galaxy Technologies Private Limited)	1	0.00%
Total	9,56,966	100.00%

2.3 Villa Trading Company Private Limited

VTPL is wholly owned subsidiary of GSCL. As mentioned above, since VTPL is a wholly owned subsidiaries of GSCL, no shares of GSCL are proposed to be allotted upon amalgamation of VTPL into GSCL.

3. SSPA & CO., CHARTERED ACCOUNTANTS

SSPA & Co. (herein after referred to as 'the firm' or 'SSPA') is established by Mr. Sujal Shah and Mr. Parag Ved, who have carried out valuations and advised large corporates in the past for Mergers, Demergers, Business Restructuring, etc.

The services provided by the firm cover a range of Corporate Consultancy Services.

4. SOURCES OF INFORMATION

For the purpose of this exercise, we have relied upon the following sources of information as provided by the Management:

- Management certified financial statements of BTTPL and VTPL for FY 2019-20.
- Draft Scheme of Amalgamation.
- Such other information and explanations as required and which have been provided by the Management including Management Representations.

5. SCOPE LIMITATIONS, ASSUMPTIONS, QUALIFICATIONS, EXCLUSIONS AND DISCLAIMERS

- 5.1. This report is subject to the scope limitations detailed hereinafter. As such the report is



to be read in totality, and not in parts, in conjunction with the relevant documents referred to herein and in the context of the purpose for which it is made.

- 5.2. This report has been prepared for the Board of Directors of GSCL, BTPL and VTPL solely for the purpose of recommending a fair share exchange ratio for the proposed amalgamation of BTPL and VTPL with GSCL.
- 5.3. We have been represented by the Management of the Companies that the Companies have clear and valid title of assets. No investigation on BTPL, VTPL /GSCL claim to title of assets has been made for the purpose of this report and their claim to such rights has been assumed to be valid.
- 5.4. The Management has been provided with the opportunity to review the draft report (excluding share exchange ratio) as part of our standard practice to make sure that factual inaccuracies / omissions are avoided in our final report.
- 5.5. For the purpose of this exercise, we were provided with both written and verbal information including information detailed hereinabove in para 'Sources of Information'. Further, the responsibility for the accuracy and completeness of the information provided to us by the Companies / auditors is that of the respective Companies. Also, with respect to explanations and information sought from the Companies, we have been given to understand by the Management that they have not omitted any relevant and material facts about the respective Companies. The Management has indicated to us that they have understood that any omissions, inaccuracies or misstatements may materially affect my valuation analysis / conclusions. Our work does not constitute an audit, due diligence or certification of these information referred to in this report including information sourced from public domain. Accordingly, we are unable to and do not express an opinion on the fairness or accuracy of any information referred to in this report and consequential impact on the present exercise. However, nothing has come to our attention to indicate that the information provided / obtained was materially misstated / incorrect or would not afford reasonable grounds upon which to base the report.
- 5.6. This report is issued on the understanding that the Management has drawn our attention to all the matters, which they are aware of concerning the financial position of the Companies and any other matter, which may have an impact on the report including



any significant changes that have taken place or are likely to take place in the financial position of the Companies. Events and transactions occurring after the date of this report may affect the report and assumptions used in preparing it and we do not assume any obligation to update, revise or reaffirm this report.

- 5.7. The fee for the engagement and this report is not contingent upon the results reported.
- 5.8. This report is prepared only in connection with the proposed amalgamation exclusively for the use of the Companies and for submission to any regulatory / statutory authority as may be required under any law.
- 5.9. Our report is not, nor should it be construed as us opining or certifying the compliance of the proposed amalgamation with the provisions of any law including companies, taxation and capital market related laws or as regards any legal implications or issues arising from such proposed amalgamation.
- 5.10. Any person / party intending to provide finance / divest / invest in the shares / convertible instruments / business of the Companies shall do so after seeking their own professional advice and after carrying out their own due diligence procedures to ensure that they are making an informed decision.
- 5.11. The decision to carry out the transaction (including consideration thereof) lies entirely with the Management / the Companies and our work and our finding shall not constitute a recommendation as to whether or not the Management / the Companies should carry out the transaction.
- 5.12. This Report is meant for the purpose mentioned in Para 1 only and should not be used for any purpose other than the purpose mentioned therein. The Report should not be copied or reproduced without obtaining our prior written approval for any purpose other than the purpose for which it is prepared. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to whom the report is disclosed or otherwise made available.
- 5.13. SSPA nor its partners, managers, employees make any representation or warranty, express or implied, as to the accuracy, reasonableness or completeness of the information, based on which the valuation is carried out. All such parties expressly disclaim any and all liability for/or based on or relating to any such information contained in the valuation.



6. BASIS FOR DETERMINATION OF FAIR SHARE EXCHANGE RATIO FOR AMALGAMATION OF BTTPPL INTO GSCL

6.1. BTTPPL as on the date of this report holds 48,800,000 equity shares of face value of INR 10 each fully paid-up of GSCL. Upon the effective date, pursuant to amalgamation of BTTPPL with GSCL, the entire shareholding of BTTPPL in GSCL will be cancelled and the shareholders of BTTPPL would be issued same number of fully paid-up equity shares of GSCL, which they own indirectly through their holding in BTTPPL on the effective date. Pursuant to the amalgamation, there would be no change in the paid-up share capital of GSCL. As mentioned above, post-amalgamation the shareholders of BTTPPL will hold the same number of shares as BTTPPL hold in GSCL. Consequently, there is no impact on the shareholding pattern of other shareholders of GSCL and therefore no valuation of GSCL and of BTTPPL is required.

6.2. Upon the Scheme becoming effective, there is no additional consideration being discharged under the Scheme except same number of shares of GSCL being issued to the shareholders of BTTPPL in lieu of shares held by BTTPPL in GSCL (which will get cancelled). Thus, for every fresh issue of share of GSCL to the shareholders of BTTPPL, there is a corresponding cancellation of an existing GSCL share as held by BTTPPL. Also, there would be no change in the aggregate promoters' shareholding in GSCL and it shall not affect the interest of other shareholders of GSCL.

Accordingly, valuation approaches as indicated in the format as prescribed by circular number NSE/CML/2017/12 of NSE and LIST/COMP/02/2017-18 of BSE have not been undertaken as they are not relevant in the instant case.

6.3. The management of BTTPPL have given an undertaking that the cash / bank balance and liquid investments in the books of BTTPPL immediately prior to effective date will be utilised to meet the costs, fees, charges, taxes including duties, levies and all other expenses (including stamp duties payable on issue of new shares) in relation to the proposed amalgamation. Further in the event BTTPPL is unable to bear any such expenses due to lack of sufficient funds (including cash / bank balance and liquid investment) in BTTPPL, the shareholders of BTTPPL will bear such expenses. Thus, GSCL will not bear any expenses pursuant to the amalgamation.



- 6.4. Further, we understand that the shareholders of BTPL shall indemnify and hold harmless GSCL and its directors, officers, representatives, partners, employees and agents (hereinafter referred to as 'Indemnified Persons') for losses, liabilities (including but not limited to tax liabilities), costs, charges, expenses (whether or not resulting from third party claims), including those paid or suffered pursuant to any actions, proceedings, claims and including interests and penalties discharged by Indemnified Persons which may devolve on Indemnified Persons on account of proposed amalgamation of BTPL with GSCL but would not have been payable by Indemnified Persons otherwise, in the form and manner as may be agreed amongst GSCL and the shareholders of BTPL. Thus, GSCL will not bear any loss, liabilities, cost, charges and expenses due to any such disputes or litigations pursuant to the amalgamation.

7. CONCLUSION - RECOMMENDATION OF FAIR SHARE EXCHANGE RATIO

- 7.1. Based on the above in the event of amalgamation of BTPL with GSCL, we recommend a fair share exchange ratio as follows:

"48,800,000 equity shares of the face value of INR 10 each fully paid-up of GSCL shall be issued and allotted as fully paid up to the equity shareholders of BTPL in the proportion of their holding in BTPL."

Method of Valuation	GSCL		BTPL	
	Value per Share (INR)	Weights	Value per Share (INR)	Weights
Asset approach	NA	NA	NA	NA
Income approach	NA	NA	NA	NA
Market approach - CCM method	NA	NA	NA	NA
- Market Price method	NA	NA	NA	NA
Relative Value Per Share	NA		NA	

NA = Not Applied / Applicable

As mentioned in para 6.1 and 6.2 above, we recommend a fair equity share exchange ratio as follows:

48,800,000 equity shares (face value of INR 10 each fully paid-up) of GSCL to be issued and allotted to equity shareholders of BTPL in proportion of their holding in BTPL.

- 7.2. We believe that the above ratio is fair and equitable considering that all the shareholders of BTPL are and will, upon amalgamation, remain ultimate beneficial



SSPA & CO.
Chartered Accountants

owners of GSCL in the same ratio (inter-se) as they hold shares of GSCL through BTPL prior to the amalgamation and that as mentioned hereinabove the interest of other shareholders in GSCL remains unaffected.

Thanking you,
Yours faithfully,

Parag S. Ved

SSPA & Co.
Chartered Accountants
Firm Registration number: 128851W

Signed by: **Parag Ved, Partner**
Membership Number: 102432
UDIN: 20102432AAAAAT1766

Place: Mumbai
Date: May 19, 2020



Certified to be true copy
For Gujarat Sidhee Cement Limited

Sd/-

V. R. Mohnot
CFO & Company Secretary

**STRICTLY PRIVATE & CONFIDENTIAL**

May 19, 2020

To,

The Board of Directors
Gujarat Sidhee Cement Limited
 N.K. Mehta International House
 Babubhai Chinai Road
 178 Backbay Reclamation
 Mumbai - 400 020

The Board of Directors
Bhadra Textiles and Trading Private Limited
 N.K. Mehta International House
 Babubhai Chinai Road
 178 Backbay Reclamation
 Mumbai - 400 020

The Board of Directors
Villa Trading Company Private Limited
 N.K. Mehta International House
 Babubhai Chinai Road
 178 Backbay Reclamation
 Mumbai - 400 020

Sub: Fairness Opinion on share exchange ratio in connection with the proposed amalgamation of Bhadra Textiles and Trading Private Limited and Villa Trading Company Private Limited, with Gujarat Sidhee Cement Limited under a Scheme of Amalgamation.

Dear Sir(s),

We refer to our engagement letter dated May 8, 2020 and discussion wherein the management of Gujarat Sidhee Cement Limited (hereinafter referred to as "GSCL" or "Company"), Bhadra Textiles and Trading Private Limited (hereinafter referred to as "BTTPL") and Villa Trading Company Private Limited (hereinafter referred to as "VTCPL") (hereinafter collectively referred to as the 'Management') has requested Fortress Capital Management Services Private Limited (hereinafter referred to as "Fortress"), a SEBI Registered Category I Merchant Banker to give a fairness opinion on the Share Exchange Ratio recommended by SSPA & Co., Chartered Accountants (hereinafter referred to as "Valuer") in connection with the amalgamation of BTTPL

Page 1 of 7

Fortress Capital Management Services Pvt. Ltd. CIN : U67120MH2004PTC145815

Corporate office : 204, Lotus Park, 2nd Floor, Road No 16, Wagale Estate, Thane (W) 400 604, India. Tel : +91 (22) 6288

Registered office : Daryanagar House, 2nd Floor, 69 Maharshi Karve Road, Marine Lines, Mumbai 400 002, India. Tel : +91



and VTCPL with GSCL under a Scheme of Amalgamation. BTTPL, VTCPL and GSCL are hereinafter collectively referred to as the “Companies”.

1. BACKGROUND, SCOPE AND PURPOSE OF THIS REPORT

1.1 We have been given to understand that in order to inter alia simplify the shareholding structure of GSCL and reduce shareholding tiers for the promoters of GSCL, it is proposed that BTTPL and VTCPL will amalgamate into GSCL (hereinafter referred to as the “Amalgamation” or Proposed Transaction) in accordance with the provisions of sections 230 to 232 and other applicable provisions of the Companies Act, 2013. Subject to necessary approvals, BTTPL and VTCPL would amalgamate with GSCL, with effect from appointed date of April 1, 2020 (hereinafter referred to as the “Appointed Date”). As a consideration for the Proposed Transaction, shareholders of BTTPL would be issued equity shares of GSCL.

1.2 Pursuant to the Scheme of Amalgamation, since VTPL is a wholly owned subsidiaries of GSCL, no shares of GSCL are proposed to be allotted to shareholders of VTPL on amalgamation of VTPL into GSCL.

1.3 Gujarat Sidhee Cement Limited,

GSCL is an ISO 9001 - 2015, ISO 14001 - 2015 and ISO 45001 - 2018 certified company which manufacturers Ordinary Portland Cement (OPC) 53 grade, 43 grade, Portland Pozzolana Cement (PPC) types of cement and clinker, that comply with world class quality standards. The Company markets cement under the brand name 'Sidhee'.

The issued and paid-up equity share capital of the Company as on March 31, 2020 is INR 87.48 crores comprising of 8,74,78,469 equity shares of INR 10 each fully paid up.

The equity shares of GSCL are listed on BSE Limited (‘BSE’) and National Stock Exchange of India Limited (‘NSE’).



1.4 Bhadra Textiles and Trading Private Limited

BTTPL, the holding company of GSCL, holds ~55.82% equity stake (comprising of 48,800,000 equity shares) in GSCL as on March 31, 2020. Further, BTTPL currently does not have any business operations.

The shareholding pattern of BTTPL (Face Value INR 10 each) as at March 31, 2020 is as under:

Name of the Shareholder	No of shares	% of Holding
Galaxy Technologies Private Limited	4,99,999	52.25%
The Arj Investments Limited, Mauritius	4,56,966	47.75%
Mr. Yogeshkumar Shah (Nominee of Galaxy Technologies Private Limited)	1	0.00%
Total	9,56,966	100.00%

1.5 Villa Trading Company Private Limited

VTPL is wholly owned subsidiary of GSCL. As mentioned above, since VTPL is a wholly owned subsidiaries of GSCL, no shares of GSCL are proposed to be allotted upon amalgamation of VTPL into GSCL.

1.6 In this regard Valuer was appointed to recommend the share exchange ratio in connection with the proposed amalgamation of BTTPL and VTCPL with GSCL under a Scheme of Amalgamation.

1.7 Accordingly, we have been appointed in the capacity of SEBI Registered Category I Merchant Banker to give a fairness opinion on the share exchange ratio recommended by Valuer in connection with the proposed amalgamation of BTTPL and VTCPL with GSCL under the Scheme of Amalgamation to comply with SEBI Guidelines.

1.8 The information contained in our report herein is confidential. It is intended only for the sole use of captioned purpose including for obtaining the requisite statutory approvals.



2. SOURCES OF INFORMATION

For the purposes of this exercise, we have relied upon the following sources of information:

- (a) Draft Scheme of Amalgamation between BTTPL, VTCPL and GSCL under section 230 to 232 of the Companies Act, 2013.
- (b) Management Certified Financial Statements for BTTPL and VTCPL for FY 2019 - 20
- (c) Report dated May 19, 2020 issued by Valuer.
- (d) Such other information and explanations as we required and which have been provided by the management of GSCL, BTTPL, VTCPL and Valuer.

3. EXCLUSIONS AND LIMITATIONS

- 3.1 Our conclusion is based on the information furnished to us being complete and accurate in all material respects.
- 3.2 We have been represented by the Management of the Companies that the Companies have clear and valid title of assets. No investigation on Companies claim to title of thier assets has been made and their claim to such rights has been assumed to be valid.
- 3.3 Our work does not constitute verification of historical financials or including the working results of the Companies referred to in this report. Accordingly, we are unable to and do not express an opinion on the fairness or accuracy of any financial information referred to in this report.
- 3.4 Our opinion is not intended to and does not constitute a recommendation to any shareholders as to how such shareholder should vote or act in connection with the Scheme or any matter related therein.
- 3.5 The fee for the engagement and this report is not contingent upon the results reported.
- 3.6 Our liability (statutory or otherwise) for any economic loss or damage arising out of the rendering this Opinion shall be limited to amount of fees received for rendering this Opinion as per our engagement.

Page 4 of 7



Fortress Capital Management Services Pvt. Ltd. CIN : U67120MH2004PTC145815

Corporate office : 204, Lotus Park, 2nd Floor, Road No 16, Wagle Estate, Thane (W) 400 604, India. Tel : +91 (22) 6288 7900

Registered office : Daryanagar House, 2nd Floor, 69 Maharshi Karve Road, Marine Lines, Mumbai 400 002, India. Tel : +91 (22) 2200 7973

- 3.7 Our opinion is not, nor should it be construed as our opining or certifying the compliance of the proposed amalgamation with the provisions of any law including companies, taxation and capital market related laws or as regards any legal implications or issues arising thereon.
- 3.8 Any person / party intending to provide finance / divest / invest in the shares / convertible instruments / business of the Companies shall do so after seeking their own professional advice and after carrying out their own due diligence procedures to ensure that they are making an informed decision.
- 3.9 This Fairness Opinion (“Opinion”) is issued on the understanding that the Management has drawn our attention to all the matters, which they are aware of concerning the financial position of the Companies and any other matter, which may have an impact on the Opinion including any significant changes that have taken place or are likely to take place in the financial position of the Companies. Events and transactions occurring after the date of this Opinion may affect the opinion and assumptions used in preparing it and we do not assume any obligation to update, revise or reaffirm this Fairness Opinion.
- 3.10 We do not express any opinion as to the price at which shares of the Company may trade at any time, including subsequent to the date of this opinion.
- 3.11 This Fairness Opinion has been issued for the sole purpose to facilitate the Companies to comply with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017 it shall not be valid for any other purpose and should not be copied or reproduced without obtaining our prior written approval for any purpose other than the purpose for which it is prepared. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to whom the report is disclosed or otherwise made available..
- 3.12 Fortress nor its directors, managers, employees make any representation or warranty, express or implied, as to the accuracy, reasonableness or completeness of the information, based on which the fairness opinion is provided. All such parties expressly disclaim any and all liability for/or based on or relating to any such information contained in the fairness opinion.



4. BASIS FOR SHARE EXCHANGE RATIO

- 4.1 As on date BTTPL holds 48,800,000 equity shares of Rs.10 each fully paid up of GSCL. As per the Scheme of Amalgamation upon Amalgamation of BTTPL into GSCL, the entire shareholding of BTTPL in GSCL will be cancelled and the shareholders of BTTPL would be issued same number of shares of GSCL which they own on the effective date of the proposed amalgamation indirectly through their holding in BTTPL. Pursuant to the Amalgamation, there would be no change in the paid-up capital of GSCL. As mentioned above, post-amalgamation the shareholders of BTTPL will hold the same number of shares as BTTPL holds in GSCL.
- 4.2 Upon the Scheme becoming effective, there is no additional consideration being discharged under the Scheme except same number of shares of GSCL being issued to the shareholders of BTTPL in lieu of shares held by BTTPL in GSCL (which will get cancelled). Thus, for every fresh issue of share of GSCL to the shareholders of BTTPL, there is a corresponding cancellation of an existing GSCL share as held by BTTPL. Also, there would be no change in the aggregate promoters' shareholding in GSCL and it shall not affect the interest of other shareholders of GSCL.
- 4.3 The management / shareholders of BTTPL have given an undertaking that the costs, fees, charges, taxes including duties, levies and all other expenses (including stamp duties payable on issue of new shares) in relation to the proposed amalgamation shall be borne by BTTPL. Further in the event BTTPL is unable to bear any such expenses due to lack of sufficient funds (including cash / bank balance and liquid investment) in BTTPL, the shareholders of BTTPL will bear such expenses. Thus, GSCL will not bear any expenses pursuant to the amalgamation.
- 4.4 Further, we understand that the shareholders of BTTPL shall indemnify and hold harmless GSCL and its directors, officers, representatives, partners, employees and agents for losses, liabilities, costs, charges, expenses (whether or not resulting from third party claims), including those paid or suffered pursuant to any actions, proceedings, claims and including interests and penalties discharged by GSCL which may devolve on GSCL on account of



proposed amalgamation of BTTPL with GSCL but would not have been payable by GSCL otherwise, in the form and manner as may be agreed amongst GSCL and the shareholders of BTTPL. Thus, GSCL will not bear any loss, liabilities, cost, charges and expenses due to any such disputes or litigations pursuant to the amalgamation.

5. CONCLUSION

5.1 Based on the above the Valuer has recommended the following share exchange ratio:

“48,800,000 equity shares of the face value of INR 10 each fully paid-up of GSCL shall be issued and allotted as fully paid up to the equity shareholders of BTTPL in the proportion of their holding in BTTPL”

5.2 **On the basis of the foregoing and based on the information and explanation provided to us, in our opinion, considering that all the shareholders of BTTPL are and will, upon Amalgamation, remain ultimate beneficial owners in GSCL in the same ratio (inter-se) as they hold shares prior to the Amalgamation and that the interest of other shareholders in GSCL remains unaffected, share exchange ratio recommended by Valuer is fair and reasonable.**

Thanking you,

Yours faithfully,

For Fortress Capital Management Services Pvt. Ltd.



Authorized Signatory

Place: Mumbai

SEBI Registration No.: INM000011146



Certified to be true copy
For Gujarat Sidhee Cement Limited

Sd/-

V. R. Mohnot
CFO & Company Secretary

Page 7 of 7

Fortress Capital Management Services Pvt. Ltd. CIN : U67120MH2004PTC145815

Corporate office : 204, Lotus Park, 2nd Floor, Road No 16, Wagle Estate, Thane (W) 400 604, India. Tel : +91 (22) 6288 7900.

Registered office : Daryanagar House, 2nd Floor, 69 Maharshi Karve Road, Marine Lines, Mumbai 400 002, India. Tel : +91 (22) 2200 7973.

BHADRA TEXTILES AND TRADING PRIVATE LIMITED
(Formerly known as Bhadra Consultancy Private Limited)
 Corp.Office: 4th Floor, N. K. Mehta International House, 178 Backbay Reclamation, Mumbai 400 020.
 Telephone : 66365444 Fax : (022) 22048122 CIN: U51909GJ2014PTC108444

Report of the Board of Directors on effect of the Scheme

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF BHADRA TEXTILES AND TRADING PRIVATE LIMITED AT ITS MEETING HELD ON 19TH MAY 2020 EXPLAINING EFFECT OF THE SCHEME ON EACH CLASS OF SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTERS, NON-PROMOTER SHAREHOLDERS, LAYING OUT IN PARTICULAR THE SHARE ENTITLEMENT RATIO

The amalgamation of Bhadra Textiles and Trading Private Limited ('Bhadra' or 'the Transferor Company 1') and Villa Trading Company Private Limited ('VTCPL' or 'the Transferor Company 2') with Gujarat Sidhee Cement Limited ('GSCL' or 'the Transferee Company' or 'the Company'), through a Scheme of Amalgamation ('the Scheme') under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modification or re-enactment or amendment thereof) and enabling clauses of the Memorandum of Association of the Company and subject to the requisite approvals and sanction of the National Company Law Tribunal, Ahmedabad Bench ('NCLT') or such other competent authority as may be applicable and subject to the approval of shareholders and / or creditors of the Company, Central Government, or such other competent authority as may be directed by the NCLT, has been approved by the Board of Directors in its meeting held on 19th May 2020.

The Transferor Company 1 is a Holding Company of the Transferee Company. Pursuant to the Scheme, the Transferee Company shall, without any application, act or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the members of the Transferor Company 1 holding fully paid-up equity shares of the Company and whose names appear in the register of members of the Company as on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferor Company 1 / Transferee Company in the following proportion: *"4,88,00,000 fully paid up equity share of Rs.10/- each of the Transferee Company shall be issued and allotted as fully paid up to the equity shareholders of the Company in proportion of their holding in the Transferor Company1"(New Equity Shares).*

Further, the investment held by the Transferor Company 1 in the equity share capital of the Transferee Company shall, without any further application, act, instrument or deed stand cancelled and the shares held by the Company in dematerialized form shall be extinguished, on and from such issue and allotment of New Equity Shares.

The Transferor Company 1 is holding 55.82% stake in the Transferee Company.

As per Section 232(2)(c) of the Companies Act, 2013, a report adopted by the Directors explaining the effect of compromise on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders laying out in particular the share exchange ratio, specifying any special valuation difficulties. The said report is required to be circulated to the members of the Transferee Company along with the notice for convening the meeting of the members and/or the creditors, as may be required, to be ordered by the Hon'ble National

Regd. Office: B-402, Pelican House, Gujarat Chamber of Commerce Compound, Ashram Road, Gujarat 380009

BHADRA TEXTILES AND TRADING PRIVATE LIMITED

(Formerly known as Bhadra Consultancy Private Limited)

Corp.Office: 4th Floor, N. K. Mehta International House, 178 Backbay Reclamation, Mumbai 400 020.

Telephone : 66365444 Fax : (022) 22048122 CIN: U51909GJ2014PTC108444

-2-

Company Law Tribunal, Ahmedabad Bench (“NCLT”). This report of the Board is accordingly being made in pursuant to the requirement of Section 232(2)(c) of the Act.

The following documents were also perused by the Board :

1. Valuation Report dated 19th May 2020 by M/s.SSPA & Co, Chartered Accountants, Registered Valuers recommending Fair Share Exchange Ratio; and
2. Fairness Report dated 19th May 2020 by M/s.Fortress Capital Management Services Private Limited, a Category I Merchant Banker giving fairness opinion on Share Exchange Ratio.

Proposed Scheme of Amalgamation:

- I. The Board noted the objective and the benefits of the Scheme which inter-alia, are as follows:

The principal advantages and benefits of the proposed Scheme are as follows:-

- a) The Transferor Company 1 is desirous of streamlining its holding in the Transferee Company. As a step towards such rationalization, it is proposed to merge the Company into the Transferee Company. By amalgamation, there will be reduction in administrative management and compliance cost.
 - b) Synergies of operations would be achieved, through effective coordination and better control over the activities would allow optimum utilization of resources, ultimately resulting into better profitability for the Transferee Company.
 - c) The benefits of combined resources, assets and cash flows would enhance capability of the Transferee Company to face competition effectively.
 - d) Pooling of financial resources and unfettered access to cash flows generated by the combined business would enable the Transferee Company to deploy funds in organic and inorganic growth opportunities and in capital expenditure.
 - e) Cost savings are expected from more focused operational efforts, rationalization, standardization of business processes, elimination of duplication of work/ functions and rationalization of administrative expenses.
 - f) The Scheme shall be beneficial to and in the best interest of the shareholders, creditors and employees of the Company and Transferee Company, public at large and all concerned.
- II. Pursuant to the Scheme, the entire business and the whole of the undertaking of the Company shall be transferred to and shall vest in the Transferee Company with effect from the Appointed Date, viz. 1 April 2020 or such other date as the National Company Law Tribunal, Ahmedabad Bench may direct or approve under the relevant provisions of the Act.

BHADRA TEXTILES AND TRADING PRIVATE LIMITED
(Formerly known as Bhadra Consultancy Private Limited)
Corp.Office: 4th Floor, N. K. Mehta International House, 178 Backbay Reclamation, Mumbai 400 020.
Telephone : 66365444 Fax : (022) 22048122 CIN: U51909GJ2014PTC108444

-3-

Effect of the Scheme of amalgamation on equity shareholders (promoter and non-promoter shareholders) of Bhadra Textiles and Trading Private Limited (Transferor Company 1:

- a) Upon amalgamation of the Transferor Company 1 into the Transferee Company in terms of the Scheme, the Transferee Company shall, without any application, act or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the members of the Transferor Company 1 holding fully paid-up equity shares of the Transferor Company 1 and whose names appear in the register of members of the Company as on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferor Company 1 / Transferee Company in the following proportion: *“4,88,00,000 fully paid up equity share of Rs.10/- each of the Transferee Company shall be issued and allotted as fully paid up to the equity shareholders of the Transferor Company in proportion of their holding in the Transferor Company 1”(New Equity Shares).*
- b) The investment held by the Transferor Company 1 in the equity share capital of the Transferee Company shall, without any further application, act, instrument or deed stand cancelled and the shares held by the Transferor Company 1 in dematerialized form shall be extinguished, on and from such issue and allotment of New Equity Shares.
- c) Thus, the Scheme provides for issuing exactly same number of shares to the shareholders of the Transferor Company 1 in proportion to their holding in the Transferor Company 1 (i.e.4,88,00,000 equity shares of the face value of Rs.10/- each fully paid-up) in the Transferee Company and shall rank pari passu in all respects, including dividend with the existing equity shares of Transferee Company.
- d) The promoter group shareholding in the Transferee Company will continue to remain same i.e. 70.88%, post amalgamation. Further the public shareholding of the Company will continue to remain same i.e. 29.12%, post amalgamation. All cost, charges and expense relating to the Scheme would be borne by the Company.
- e) Existing equity shares held by the Transferor Company 1 (i.e. 4,88,00,000 equity shares of the face value of Rs.10/- each fully paid up) representing 55.82% of the total paid up capital of the Transferee Company shall stand cancelled, without any further application, act, instrument or deed, upon this Scheme effective.
- f) The new equity shares of the Transferee Company to be issued to the Shareholders of the Transferor Company 1 will be listed for trading on the stock exchanges where the shares of the Transferee Company are listed.

BHADRA TEXTILES AND TRADING PRIVATE LIMITED

(Formerly known as Bhadra Consultancy Private Limited)

Corp.Office: 4th Floor, N. K. Mehta International House, 178 Backbay Reclamation, Mumbai 400 020.

Telephone : 66365444 Fax : (022) 22048122 CIN: U51909GJ2014PTC108444

-4-

Effect of the Scheme of Amalgamation on Directors and Key Managerial personnel of Bhadra Textiles and Trading Private Limited:

Not applicable

For Bhadra Textiles and Trading Limited



Rachel Noronha

Director

DIN: 07537980

Dated: 19th May 2020

VILLA TRADING COMPANY PRIVATE LIMITED

N. K. Mehta International House, 4th Floor, 178 Backbay Reclamation, Mumbai – 400 020

Tel. No. 66365490/ 66365451 Fax No. 66365445/ 22048122

Email: yogeshkumarshah@mehtagroup.com

CIN - U51900GJ1994PTC098196

Report of the Board of Directors on effect of the Scheme

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF VILLA TRADING COMPANY PRIVATE LIMITED AT ITS MEETING HELD ON 19TH MAY 2020 EXPLAINING EFFECT OF THE SCHEME ON EACH CLASS OF SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTERS, NON-PROMOTER SHAREHOLDERS, LAYING OUT IN PARTICULAR THE SHARE ENTITLEMENT RATIO

The amalgamation of Bhadra Textiles and Trading Private Limited ('Bhadra' or 'the Transferor Company 1') and Villa Trading Company Private Limited ('VTCPL' or 'the Transferor Company 2') with Gujarat Sidhee Cement Limited ('GSCL' or 'the Transferee Company' or 'the Company'), through a Scheme of Amalgamation ('the Scheme') under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modification or re-enactment or amendment thereof) and enabling clauses of the Memorandum of Association of the Company and subject to the requisite approvals and sanction of the National Company Law Tribunal, Ahmedabad Bench ('NCLT') or such other competent authority as may be applicable and subject to the approval of shareholders and / or creditors of the Company, Central Government, or such other competent authority as may be directed by the NCLT, has been approved by the Board of Directors in its meeting held on 19th May 2020.

The Transferor Company 2 is wholly-owned subsidiary of the Transferee Company. Upon this Scheme coming into effect, the equity shares of the Transferor Company 2 held by the Transferee Company directly and/or through its nominee(s) constituting the entire paid up share capital of the Transferor Company 2, will stand cancelled. Accordingly, there will be no issue of shares of the Transferee Company to the shareholders (including those holding the shares as nominees of the Transferee Company, if any) of the Transferor Company 2.

As per Section 232(2)(c) of the Companies Act, 2013, a report adopted by the Directors explaining the effect of compromise on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders laying out in particular the share exchange ratio, specifying any special valuation difficulties. The said report is required to be circulated to the members of the Transferee Company along with the notice for convening the meeting of the members and/or the creditors, as may be required, to be ordered by the Hon'ble National Company Law Tribunal, Ahmedabad Bench ("NCLT"). This report of the Board is accordingly being made in pursuant to the requirement of Section 232(2)(c) of the Act.

The following documents were also perused by the Board :

1. Valuation Report dated 19th May 2020 by M/s.SSPA & Co, Chartered Accountants, Registered Valuers recommending Fair Share Exchange Ratio; and
2. Fairness Report dated 19th May 2020 by M/s.Fortress Capital Management Services Private Limited, a Category I Merchant Banker giving fairness opinion on Share Exchange Ratio.

Proposed Scheme of Amalgamation:

- I. The Board noted the objective and the benefits of the Scheme which inter-alia, are as follows:

The principal advantages and benefits of the proposed Scheme are as follows:-

- a) The Transferee Company is desirous of consolidating its investment in only wholly owned subsidiary company i.e. Transferor Company 2. As a step towards such rationalization, it is proposed to merge the Transferor Company 2 into the Transferee Company. By amalgamation, there will be reduction in administrative management and compliance cost.
 - b) Synergies of operations would be achieved, through effective coordination and better control over the activities would allow optimum utilization of resources, ultimately resulting into better profitability for the Transferee Company.
 - c) The benefits of combined resources, assets and cash flows would enhance capability of the Transferee Company to face competition effectively.
 - d) Pooling of financial resources and unfettered access to cash flows generated by the combined business would enable the Transferee Company to deploy funds in organic and inorganic growth opportunities and in capital expenditure.
 - e) Cost savings are expected from more focused operational efforts, rationalization, standardization of business processes, elimination of duplication of work/ functions and rationalization of administrative expenses.
 - f) The Scheme shall be beneficial to and in the best interest of the shareholders, creditors and employees of the Transferor Company 2 and Transferee Company, public at large and all concerned.
- II. Pursuant to the Scheme, the entire business and the whole of the undertaking of the Transferor Company 2 shall be transferred to and shall vest in the Transferee Company with effect from the Appointed Date, viz. 1 April 2020 or such other date as the National Company Law Tribunal, Ahmedabad Bench may direct or approve under the relevant provisions of the Act.

Effect of the Scheme of amalgamation on equity shareholders (promoter and non-promoter shareholders) of Villa Trading Company Private Limited (Transferor Company 2):

- a) The Transferor Company 2 is wholly-owned subsidiary of the Transferee Company. Upon this Scheme coming into effect, the equity shares of the Transferor Company 2 held by the Transferee Company directly and/or through its nominee(s) constituting the entire paid up share capital of the Transferor Company 2, will stand cancelled. Accordingly, there will be no issue of shares of the Transferee Company to the shareholders (including those holding the shares as nominees of the Transferee Company, if any) of the Transferor Company 2.
- b) The promoter group shareholding in the Transferee Company will continue to remain same i.e. 70.88%, post amalgamation. Further the public shareholding of the Company will continue to remain same i.e. 29.12%, post amalgamation. All cost, charges and expense relating to the Scheme would be borne by the Transferor Company 1.

Effect of the Scheme of Amalgamation on Directors and Key Managerial personnel of Villa Trading Company Private Limited:

Not applicable

For Villa Trading Company Private Limited

Sd/-

Yogeshkumar Shah
Director
DIN:00014658

Dated: 19th May, 2020

Regd Office: B-402, Pelican House, Gujarat Chamber of Commerce Compound, Ashram Road,
Ahmedabad- 380009

Report of the Board of Directors on effect of the Scheme

REPORT ADOPTED BY THE BOARD OF DIRECTORS OF GUJARAT SIDHEE CEMENT LIMITED AT ITS MEETING HELD ON 19TH MAY 2020 THROUGH VIDEO CONFERENCE EXPLAINING EFFECT OF THE SCHEME ON EACH CLASS OF SHAREHOLDERS, KEY MANAGERIAL PERSONNEL, PROMOTERS, NON-PROMOTER SHAREHOLDERS, LAYING OUT IN PARTICULAR THE SHARE ENTITLEMENT RATIO

The amalgamation of Bhadra Textiles and Trading Private Limited ('Bhadra' or 'the Transferor Company 1') and Villa Trading Company Private Limited ('VTCPL' or 'the Transferor Company 2') with Gujarat Sidhee Cement Limited ('GSCL' or 'the Transferee Company' or 'the Company'), through a Scheme of Amalgamation ('the Scheme') under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modification or re-enactment or amendment thereof) and enabling clauses of the Memorandum of Association of the Company and subject to the requisite approvals and sanction of the National Company Law Tribunal, Ahmedabad Bench ('NCLT') or such other competent authority as may be applicable and subject to the approval of shareholders and / or creditors of the Company, Central Government, or such other competent authority as may be directed by the NCLT, has been approved by the Board of Directors in its meeting held on 19th May 2020.

The Transferor Company 1 is a Holding Company of the Transferee Company. Pursuant to the Scheme, the Transferee Company shall, without any application, act or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the members of the Transferor Company 1 holding fully paid-up equity shares of the Transferor Company 1 and whose names appear in the register of members of the Transferor Company 1 as on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferor Company 1 / Transferee Company in the following proportion: *"4,88,00,000 fully paid up equity share of Rs.10/- each of the Transferee Company shall be issued and allotted as fully paid up to the equity shareholders of the Transferor Company in proportion of their holding in the Transferor Company"(New Equity Shares).*

Further, the investment held by the Transferor Company 1 in the equity share capital of the Transferee Company shall, without any further application, act, instrument or deed stand cancelled and the shares held by the Transferor Company 1 in dematerialized form shall be extinguished, on and from such issue and allotment of New Equity Shares.

The Transferor Company 2 is wholly-owned subsidiary of the Transferee Company. Upon this Scheme coming into effect, the equity shares of the Transferor Company 2 held by the Transferee Company directly and/or through its nominee(s) constituting the entire paid up share capital of the Transferor Company 2, will stand cancelled. Accordingly, there will be no issue of shares of the Transferee Company to the shareholders (including those holding the shares as nominees of the Transferee Company, if any) of the Transferor Company 2.



Regd. Office & Works
Sidheegram, Veraval 362 276
Gujarat, India

...2

The Transferor Company 1 is holding 55.82% stake in the Company.

As per Section 232(2)(c) of the Companies Act, 2013, a report adopted by the Directors explaining the effect of compromise on each class of shareholders, key managerial personnel, promoters and non-promoter shareholders laying out in particular the share exchange ratio, specifying any special valuation difficulties. The said report is required to be circulated to the members of the Company along with the notice for convening the meeting of the members and/or the creditors, as may be required, to be ordered by the Hon'ble National Company Law Tribunal, Ahmedabad Bench ("NCLT"). This report of the Board is accordingly being made in pursuant to the requirement of Section 232(2)(c) of the Act.

The following documents were also perused by the Board :

1. Draft Scheme as recommended by the Audit Committee of the Board of Directors of the Company and Report of the Audit Committee thereon;
2. Valuation Report dated 19th May 2020 by M/s.SSPA & Co, Chartered Accountants, Registered Valuers recommending Fair Share Exchange Ratio; and
3. Fairness Report dated 19th May 2020 by M/s.Fortress Capital Management Services Private Limited, a Category I Merchant Banker giving fairness opinion on Share Exchange Ratio.

Proposed Scheme of Amalgamation:

- I. The Board noted the objective and the benefits of the Scheme which inter-alia, are as follows:

The principal advantages and benefits of the proposed Scheme are as follows:-

- a) The Transferor Company 1 is desirous of streamlining its holding in the Transferee Company. Simultaneously, the Transferee Company is also desirous of consolidating its investment in only wholly owned subsidiary company i.e. Transferor Company 2. As a step towards such rationalization, it is proposed to merge the Transferor Companies into the Transferee Company. By amalgamation, there will be reduction in administrative management and compliance cost.
- b) Synergies of operations would be achieved, through effective coordination and better control over the activities would allow optimum utilization of resources, ultimately resulting into better profitability for the Transferee Company.
- c) The benefits of combined resources, assets and cash flows would enhance capability of the Transferee Company to face competition effectively.
- d) Pooling of financial resources and unfettered access to cash flows generated by the combined business would enable the Transferee Company to deploy funds in organic and inorganic growth opportunities and in capital expenditure.



- e) Cost savings are expected from more focused operational efforts, rationalization, standardization of business processes, elimination of duplication of work/ functions and rationalization of administrative expenses.
 - f) The Scheme shall be beneficial to and in the best interest of the shareholders, creditors and employees of the Transferor Companies and Transferee Company, public at large and all concerned.
- II. Pursuant to the Scheme, the entire business and the whole of the undertaking of the Transferor Companies shall be transferred to and shall vest in the Transferee Company with effect from the Appointed Date, viz. 1 April 2020 or such other date as the National Company Law Tribunal, Ahmedabad Bench may direct or approve under the relevant provisions of the Act.

Effect of the Scheme of amalgamation on equity shareholders (promoter and non-promoter shareholders) of GSCL:

- a) Upon amalgamation of the Transferor Company into the Transferee Company in terms of the Scheme the Transferee Company shall, without any application, act or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the members of the Transferor Company 1 holding fully paid-up equity shares of the Transferor Company 1 and whose names appear in the register of members of the Transferor Company 1 as on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferor Company 1 / Transferee Company in the following proportion: *"4,88,00,000 fully paid up equity share of Rs.10/- each of the Transferee Company shall be issued and allotted as fully paid up to the equity shareholders of the Transferor Company in proportion of their holding in the Transferor Company"(New Equity Shares).*
- b) The investment held by the Transferor Company 1 in the equity share capital of the Company shall, without any further application, act, instrument or deed stand cancelled and the shares held by the Transferor Company 1 in dematerialized form shall be extinguished, on and from such issue and allotment of New Equity Shares.
- c) The Transferor Company 2 is wholly-owned subsidiary of the Transferee Company. Upon this Scheme coming into effect, the equity shares of the Transferor Company 2 held by the Transferee Company directly and/or through its nominee(s) constituting the entire paid up share capital of the Transferor Company 2, will stand cancelled. Accordingly, there will be no issue of shares of the Transferee Company to the shareholders (including those holding the shares as nominees of the Transferee Company, if any) of the Transferor Company 2.
- d) Thus, the Scheme provides for issuing exactly same number of shares to the shareholders of the Transferor Company 1 in proportion to their holding in Transferor Company (i.e.4,88,00,000 equity shares of the face value of Rs.10/- each fully paid-up) in the Company and shall rank pari passu in all respects, including dividend with the existing equity shares of Transferee Company.



- e) The promoter group shareholding in the Company will continue to remain same i.e. 70.88%, post amalgamation. Further the public shareholding of the Company will continue to remain same i.e. 29.12%, post amalgamation. All cost, charges and expense relating to the Scheme would be borne by the Transferor Company 1.
- f) Existing equity shares held by the Transferor Company 1 (i.e. 4,88,00,000 equity shares of the face value of Rs.10/- each fully paid up) representing 55.82% of the total paid up capital of the Company shall stand cancelled, without any further application, act, instrument or deed, upon this Scheme effective.
- g) The new equity shares of the Company to be issued to the Shareholders of the Transferor Company 1 will be listed for trading on the stock exchanges where the shares of the Company are listed.

Effect of the Scheme of Amalgamation on Directors and Key Managerial personnel of GSCL:

- 1. The Scheme is not expected to have any effect on the directors and key managerial personnel of the Company. Further, no change in the Board of Directors of the Company is envisaged on account of the Scheme.
- 2. The directors holding the shares of the Company do not have any other interest in the Scheme otherwise than that as shareholders in general.
- 3. There will be no adverse effect of the said Scheme on the equity shareholders (the only class of shareholders), key managerial personnel, promoters and non-promoter shareholders of the Company.

For Gujarat Sidhee Cement Limited



V. R. Mohnot
CFO & Company Secretary
Mem.No.16845



Dated: 19th May, 2020

Bhadra Textiles and Trading Private Limited
Balance Sheet as at September 30, 2020

	Note	As at September 30, 2020 ₹ in lacs	As at March 31, 2020 ₹ in lacs
ASSETS			
Non-Current Assets			
(a) Financial Assets			
i. Investments	2	4,880.00	4,880.00
(b) Other Non Current Assets	3	1.80	1.80
Sub-total		4,881.80	4,881.80
Current Assets			
(a) Financial Assets			
i. Cash and Cash Equivalents	4	29.22	40.83
(b) Other Current Assets	5	0.93	0.34
Sub-total		30.15	41.17
Total Assets		4,911.95	4,922.97
EQUITY AND LIABILITIES			
Equity			
(a) Equity Share Capital	6	95.70	95.70
(b) Other Equity	7	4,812.56	4,823.42
Sub-total		4,908.26	4,919.12
LIABILITIES			
Current Liabilities			
(a) Financial Liabilities			
i. Other Financial Liabilities	8	0.45	0.61
(b) Other Current Liabilities	9	3.24	3.24
Sub-total		3.69	3.85
Total Equity and Liabilities		4,911.95	4,922.97

Significant Accounting Policies and Notes are an 1 to 20
Integral part of the Financial Statements

As per my report of even date attached

For and on Behalf of the Board of Directors





Tushar J Shah
Chartered Accountant
Membership No. 043921
Mumbai, Dated November 13, 2020

Jay M. Mehta **Juhi Chawla Mehta**
Director Director
(DIN - 00152072) (DIN - 00161706)
Mumbai, Dated November 13, 2020



Bhadra Textiles and Trading Private Limited

Statement of Profit and Loss for the half year ended September 30, 2020

	Note	For the Half Year ended September 30, 2020 ₹ in lacs	For the Year ended March 31, 2020 ₹ in lacs
I. Revenue from Operations		-	-
II. Other Income	10	-	488.00
III. Total Income (I+II)		-	488.00
IV. Expenses			
a. Purchase of Stock-in-trade		-	-
b. Other expenses	11	10.86	1.84
Total Expenses (a & b)		10.86	1.84
V. Profit / (Loss) before tax (III-IV)		(10.86)	486.16
VI. Tax Expense	12		
a. Current tax		-	-
b. (Excess) / Short Provision of Tax of Earlier Years		-	3.24
c. Deferred Tax		-	6.27
Total Tax Expense		-	9.51
VII. Profit / (Loss) for the period (V-VI)		(10.86)	476.65
VIII. Other Comprehensive Income for the period (Net of Tax)		-	-
IX. Total Comprehensive Income for the period (VII+VIII)		(10.86)	476.65
Earnings per Equity Share of face value of ₹ 10/- each			
Basic & Diluted (₹ per share)	19	(1.13)	49.81

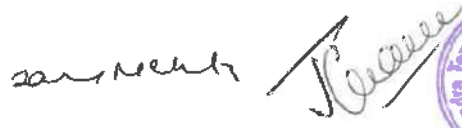
Significant Accounting Policies and Notes 1 to 20
are an integral part of the Financial
Statements

As per my report of even date attached

For and on Behalf of the Board of Directors



Tushar J Shah
Chartered Accountant
Membership No. 043921
Mumbai, Dated November 13, 2020



Jay M. Mehta Juhi Chawla Mehta
Director Director
(DIN - 00152072) (DIN - 00161706)
Mumbai, Dated November 13, 2020



VILLA TRADING COMPANY PRIVATE LIMITED

CIN : U51900GJ1994PTC098196

B-402, 4TH FLOOR, PELICAN HOUSE, ASHRAM ROAD, GUJARAT CHAMBER OF COMMERCE COMPOUND AHMEDABAD Ahmedabad GJ 380009 IN

Phone : 022-66365490 Email : yogeshkumarshah@mehtagroup.com Website : www.mehtagroup.com

STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER AND HALF YEAR ENDED SEPTEMBER 30, 2020

	Particulars	Standalone					
		Quarter ended		Half Year Ended		Year ended	
		September 30, 2020 (Unaudited)	June 30, 2020 (Unaudited)	September 30, 2019 (Unaudited)	September 30, 2020 (Unaudited)	September 30, 2019 (Unaudited)	Mar. 31, 2020 (Audited)
I	Revenue from Operations						
II	Other Income	5,54,253	2,82,596	2,54,164	8,36,849	5,16,485	2,50,21,446
III	Total Income (I+II)	5,54,253	2,82,596	2,54,164	8,36,849	5,16,485	2,50,21,446
IV	Expenses :						
a	Cost of Materials Consumed						
b	Changes in inventories of Finished Goods and Work-in-progress						
c	Excise Duty Expenses						
d	Employee Benefits Expense						
e	Finance Costs						7,366
f	Depreciation and Amortisation Expense						
g	Other Expenses **2	31,497	22,125	41,261	53,622	84,205	1,56,775
	Total Expenses (a to g)	31,497	22,125	41,261	53,622	84,205	1,64,141
V	Profit / (Loss) from operations before exceptional	5,22,756	2,60,471	2,12,903	7,83,227	4,32,281	2,48,57,306
VI	Exceptional Items	-	-	-	-	-	-
VII	Profit / (Loss) before tax (V+VI)	5,22,756	2,60,471	2,12,903	7,83,227	4,32,281	2,48,57,306
VIII	Tax Expense						
	a. Current Tax	86,463	44,085	30,101	1,30,548	80,572	1,74,666
	b. (Excess) / Short Provision of Tax relating to Earlier Years	-	-	-	-	-	4,13,134
	c. Deferred Tax						-
	Total Tax Expense	86,463	44,085	30,101	1,30,548	80,572	5,87,800
IX	Profit / (Loss) for the period (VII-VIII)	4,36,292	2,16,386	1,82,802	6,52,678	3,51,709	2,42,69,506
X	Other Comprehensive Income (net of tax)		-				
	Items that will not be reclassified to profit or loss						
	i. Remeasurement gain / (loss) on Defined		-				
	ii. Gain/(Loss) on changes in Fair Value of FVOCI Equity Instrument	(1,36,58,167)	18,09,70,713	(6,07,78,843)	16,73,12,546	(14,06,79,120)	(26,56,51,348)
	iii. Income Tax on above						-
	Total Other Comprehensive Income	(1,36,58,167)	18,09,70,713	(6,07,78,843)	16,73,12,546	(14,06,79,120)	(26,56,51,348)
XI	Total Comprehensive Income for the period (IX+X)	(1,32,21,875)	18,11,87,099	(6,05,96,041)	16,79,65,224	(14,03,27,411)	(24,13,81,843)
XII	Paid up Equity Share Capital (Face value of ₹ 10	41,75,01,770	41,75,01,770	41,75,01,770	41,75,01,770	41,75,01,770	41,75,01,770
XIII	Other Equity						(82,01,882)
XIV	Earnings per share of ₹ 10 each (not annualised)						
	Basic - in ₹	0.01	0.01	0.00	0.02	0.01	0.58
	Diluted - in ₹						

Notes :

- The above unaudited Financial Results for the quarter and half year ended Sept 30, 2020 were reviewed and approved by the Board of Directors at their meeting held on 29/10/2020
- Other Expense includes Annual Custodial Fees Paid to NSDL (75000+18% GST= 88500/4) i.e Rs 22,125 booked Proportionally in all Quarters
- Figures for the previous periods have been regrouped and / or rearranged and / or reclassified wherever necessary to make them comparable with those of current periods.

By the Order of the
Board
For VILLA TRADING COMPANY PRIVATE LIMITED


Yogeshkumar Shah
(Director)
Mumbai
Date : 29/10/2020

Statement of Assets and Liabilities :

	Particulars	As at 30th September 2020 (Unaudited)	As at 31st March 2020 (Audited)
I ASSETS			
1 Non-current Assets			
(a) Financial Assets			
(i) Investments	55,11,07,038	38,37,94,493	
(ii) Others financial assets	1,57,874	1,57,874	
(b) Other Non Current Assets	1,10,000	1,10,000	
2 Current assets			
(a) Financial Assets			
(i) Cash and cash equivalents	2,66,38,181	2,65,96,764	
(ii) Other Financial Assets	5,74,123	1,51,285	
(b) Other Current Assets	44,250	-	
TOTAL ASSETS	57,86,31,466	41,08,10,415	
II EQUITY AND LIABILITIES			
1 Equity			
a) Equity share capital	41,75,01,770	41,75,01,770	
b) Other equity	15,97,63,342	(82,01,882)	
2 Liabilities			
Current Liabilities			
(a) Financial Liabilities			
(i) Trade Payables			
- Total Outstanding dues of Micro enterprises and Small enterprises	-	-	
- Total Outstanding dues of creditors other than Micro enterprises and Small enterprises	1,91,906	94,034	
(b) Other Current Liabilities	9,25,861	12,63,254	
(c) Current tax Liabilities (Net)	2,48,587	1,53,239	
TOTAL EQUITY AND LIABILITIES	57,86,31,466	41,08,10,415	

By the Order of the
Board
For VILLA TRADING COMPANY PRIVATE LIMITED


Yogeshkumar Shah
(Director)
Mumbai
Date : 29/10/2020

Paresh
Harikant
Clerk

Digitally signed
by Paresh
Harikant Clerk
Date: 2020.11.09
20:14:26 +05'30'

GUJARAT SIDHEE CEMENT LIMITED

CIN : L26940GJ1973PLC002245

At Sidheegram, PO Prashnavada BO, Via Sutrapada SO - 362275, Off Veraval Kodinar Highway, District : Gir Somnath (Gujarat)

Phone : 02876-268200 Fax : 02876-286540 Email : cfo@mehtagroup.com Website : www.mehtagroup.com



STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER AND SIX MONTHS ENDED SEPTEMBER 30, 2020

Particulars	Standalone						Consolidated					
	Quarter ended			Six Months ended			Quarter ended			Six Months ended		
	Sept. 30, 2020	June 30, 2020	Sept. 30, 2019	Sept. 30, 2020	Sept. 30, 2019	Mar. 31, 2020	Sept. 30, 2020	June 30, 2020	Sept. 30, 2019	Sept. 30, 2020	Sept. 30, 2019	Mar. 31, 2020
	(Unaudited) ₹ in lakhs	(Unaudited) ₹ in lakhs	(Unaudited) ₹ in lakhs	(Unaudited) ₹ in lakhs	(Unaudited) ₹ in lakhs	(Audited) ₹ in lakhs	(Unaudited) ₹ in lakhs	(Unaudited) ₹ in lakhs	(Unaudited) ₹ in lakhs	(Unaudited) ₹ in lakhs	(Unaudited) ₹ in lakhs	(Audited) ₹ in lakhs
I Revenue from Operations	12,765.43	8,958.97	11,537.53	21,724.40	26,862.11	58,475.67	12,765.43	8,958.97	11,537.53	21,724.40	26,862.11	58,475.67
II Other Income	141.38	204.34	112.74	345.72	282.63	512.69	145.30	205.42	113.12	350.72	283.37	754.58
III Total Income (I+II)	12,906.81	9,163.31	11,650.27	22,070.12	27,144.74	58,988.36	12,910.73	9,164.39	11,650.65	22,075.12	27,145.48	59,230.25
IV Expenses :												
a. Cost of Materials Consumed	2,089.34	1,765.90	1,975.26	3,855.24	4,520.88	8,997.71	2,089.34	1,765.90	1,975.26	3,855.24	4,520.88	8,997.71
b. Changes in inventories of Finished Goods and Work-in-progress	(181.04)	(593.42)	(1,506.68)	(774.46)	(2,256.16)	(496.24)	(181.04)	(593.42)	(1,506.68)	(774.46)	(2,256.16)	(496.24)
c. Employee Benefits Expense	908.64	883.87	1,030.68	1,792.51	2,095.89	4,224.59	908.64	883.87	1,030.68	1,792.51	2,095.89	4,224.59
d. Finance Costs	121.92	126.91	165.04	248.83	330.81	700.91	120.29	125.17	161.20	245.46	326.39	692.66
e. Depreciation and Amortisation Expense	264.60	265.15	252.69	529.75	496.07	1,079.91	264.60	265.15	252.69	529.75	496.07	1,079.91
f. Other Expenses	8,856.11	5,988.15	8,483.47	14,844.26	18,647.00	37,992.97	8,856.43	5,988.37	8,485.56	14,844.80	18,647.84	37,994.54
Total Expenses (a to f)	12,059.57	8,436.56	10,400.46	20,496.13	23,834.49	52,499.85	12,058.26	8,435.04	10,398.71	20,493.30	23,830.91	52,493.17
V Profit / (Loss) from operations before exceptional items and Tax (III-IV)	847.24	726.75	1,249.81	1,573.99	3,310.25	6,488.51	852.47	729.35	1,251.94	1,581.82	3,314.57	6,737.08
VI Exceptional Items	-	-	-	-	-	-	-	-	-	-	-	-
VII Profit / (Loss) before tax (V+VI)	847.24	726.75	1,249.81	1,573.99	3,310.25	6,488.51	852.47	729.35	1,251.94	1,581.82	3,314.57	6,737.08
VIII Tax Expense												
a. Current Tax	168.95	133.04	132.68	301.99	589.14	1,153.26	169.82	133.48	132.98	303.30	589.94	1,155.01
b. (Excess) / Short Provision for Tax	-	-	-	-	-	-	-	-	-	-	-	4.13
c. Deferred Tax	194.09	96.99	293.76	291.08	539.03	1,094.00	194.09	96.99	293.76	291.08	539.03	1,094.00
Total Tax Expense	363.04	230.03	426.44	593.07	1,128.17	2,247.26	363.91	230.47	426.74	594.38	1,128.97	2,253.14
IX Profit / (Loss) for the period (VII-VIII)	484.20	496.72	823.37	980.92	2,182.08	4,241.25	488.56	498.88	825.20	987.44	2,185.60	4,483.94
X Other Comprehensive Income (net of tax)												
Items that will not be reclassified to profit or loss												
i. Remeasurement gain / (loss) on Defined Benefit Plan	12.42	7.28	(1.14)	19.70	(43.43)	(51.27)	12.42	7.28	(1.14)	19.70	(43.43)	(51.27)
ii. Effect of measuring Equity Instruments at Fair value	-	0.01	-	0.01	(0.01)	(0.02)	(136.58)	1,809.72	(607.79)	1,673.14	(1,406.80)	(2,656.53)
iii. Income Tax on above	(4.34)	(2.54)	0.40	(6.88)	15.18	17.92	(4.34)	(2.54)	0.40	(6.88)	15.18	17.92
Total Other Comprehensive Income	8.08	4.75	(0.74)	12.83	(28.26)	(33.37)	(128.50)	1,814.46	(608.53)	1,685.96	(1,435.05)	(2,689.88)
XI Total Comprehensive Income for the period (IX+X)	492.28	501.47	822.63	993.75	2,153.82	4,207.88	360.06	2,313.34	216.67	2,673.40	750.55	1,794.06
XII Paid up Equity Share Capital (Face value of ₹ 10 each)	8,816.19	8,812.54	8,746.43	8,816.19	8,746.43	8,747.84	8,816.19	8,812.54	8,746.43	8,816.19	8,746.43	8,747.84
XIII Other Equity						32,622.33						28,815.53
XIV Earnings per share of ₹ 10 each (not annualised)												
Basic - in ₹	0.55	0.56	0.94	1.11	2.50	4.86	0.55	0.57	0.94	1.12	2.51	5.14
Diluted - in ₹	0.54	0.56	0.94	1.10	2.50	4.85	0.55	0.56	0.94	1.11	2.51	5.13

Statement of Assets and Liabilities :

Particulars	Standalone		Consolidated	
	As at Sept.30, 2020 (Unaudited) ₹ in lakhs	As at Mar. 31, 2020 (Audited) ₹ in lakhs	As at Sept.30, 2020 (Unaudited) ₹ in lakhs	As at Mar. 31, 2020 (Audited) ₹ in lakhs
Assets				
Non-current Assets				
(a) Property, Plant and Equipment	41,579.83	41,631.96	41,579.83	41,631.96
(b) Capital Work-in-progress	118.11	100.70	118.11	100.70
(c) Right of Use Assets	137.99	315.45	137.99	315.45
(d) Other Intangible Assets	9.40	13.23	9.40	13.23
(e) Financial Assets				
i. Investments	7,901.28	7,904.01	5,512.54	3,842.15
ii. Loans	64.64	65.22	64.64	66.80
iii. Other Financial Assets	137.51	367.44	139.09	367.44
(f) Other Non-current Assets	251.79	574.32	248.80	569.00
Sub-total	50,200.55	50,972.33	47,810.40	46,906.73
Current Assets				
(a) Inventories	7,046.35	6,276.87	7,046.35	6,276.87
(b) Financial Assets				
i. Trade Receivables	2,364.46	2,122.25	2,364.46	2,122.25
ii. Cash and Cash equivalents	56.13	120.88	322.51	386.85
iii. Bank Balances other than ii. above	5,622.71	5,182.58	5,622.71	5,182.58
iv. Loans	6.23	8.81	6.23	8.81
v. Other Financial Assets	103.20	212.34	108.94	213.85
(c) Other Current Assets	657.89	555.99	653.16	549.78
Sub-total	15,856.97	14,479.72	16,124.36	14,740.99
Total Assets	66,057.52	65,452.05	63,934.76	61,647.72
Equity and Liabilities				
Equity				
(a) Equity Share Capital	8,816.19	8,747.84	8,816.19	8,747.84
(b) Other Equity	33,589.97	32,622.33	31,462.81	28,815.53
Sub-total	42,406.16	41,370.17	40,279.00	37,563.37
Liabilities				
Non-current Liabilities				
(a) Financial Liabilities				
i. Borrowings	1,688.53	2,096.20	1,688.53	2,096.20
ii. Lease Liabilities	50.33	194.33	50.33	194.33
(b) Provisions	1,050.54	1,107.53	1,050.54	1,107.53
(c) Deferred Tax Liabilities (Net)	4,918.49	4,620.53	4,918.49	4,620.53
Sub-total	7,707.89	8,018.59	7,707.89	8,018.59
Current Liabilities				
(a) Financial Liabilities				
i. Borrowings	1,097.44	1,475.77	1,097.44	1,475.77
ii. Trade Payables				
- Total Outstanding dues of Micro Enterprises and Small Enterprises	101.81	90.77	101.81	90.77
- Total Outstanding dues of creditors other than Micro Enterprises and Small Enterprises	4,716.63	6,068.55	4,718.55	6,069.49
iii. Lease Liabilities	94.50	130.17	94.50	130.17
iv. Other Financial Liabilities	3,620.84	2,466.48	3,620.84	2,466.48
(b) Other Current Liabilities	5,744.02	5,409.89	5,744.02	5,409.89
(c) Provisions	379.50	352.25	379.50	352.25
(d) Current Tax Liabilities (Net)	188.73	69.41	191.21	70.94
Sub-total	15,943.47	16,063.29	15,947.87	16,065.76
Total Equity and Liabilities	66,057.52	65,452.05	63,934.76	61,647.72

Paresh
Harikant Clerk

Digitally signed by
Paresh Harikant Clerk
Date: 2020.11.09
20:15:03 +05'30'





GUJARAT SIDHEE CEMENT LIMITED

(CIN : L26940GJ1973PLC002245)

Registered Office: Sidheegram, PO – Prashnawada BO,

Tal: Via Sutrapada SO Taluka, Pin Code: 362275, Dist. Gir Somnath, (Gujarat)

Phone: 02876-268200, Fax: 02876-286540

E-Mail: sidhee-mum@mehtagroup.com

Website: www.gujaratsidheecementlimited.com

FORM MGT - 11

PROXY FORM

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

Name of the Unsecured Creditor(s) :

Correspondence Address :

E-mail id :

Principal amount due as on November 30, 2020 :

I/We, being the Unsecured Creditor(s) of the above-named Company, hereby appoint:

(1) Name :

Address :

.....

E-mail id :

Signature; or failing him/her

(2) Name :

Address :

.....

E-mail id :

Signature;

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Court convened meeting of Unsecured Creditors of the Company convened pursuant to an Order dated 18th December 2020 of Hon'ble National Company Law Tribunal, Ahmedabad Bench, to be held on **Monday, 22nd February 2021 at 3.30 p.m. at the Registered Office of the Company, Sidheegram, PO – Prashnawada BO, Tal: Via Sutrapada SO Taluka, Pin Code: 362275, Dist. Gir Somnath, Gujarat**, and at any adjournment thereof in respect of such resolutions as are indicated below:

Sr. No	Special Resolution	Vote (Optional) (Please put a (√) mark)	
		For	Against
1.	Approval of the Scheme of Amalgamation between Bhadra Textiles and Trading Private Limited ('Transferor Company 1') and Villa Trading Company Private Limited ('Transferor Company 2') with Gujarat Sidhee Cement Limited ('Transferee Company') and their respective shareholders and creditors and pursuant to the provisions of Sections 230-232 other relevant provisions of the Companies Act, 2013 and rules there under.		

Signed this _____ day of _____ 2021

Affix
Revenue
Stamp of
Re.1

Signature of the Unsecured Creditor(s) _____ Signature of the Proxy holder(s) _____

Notes:

- 1) Please affix a revenue stamp not less than Re. 1 before putting in the signature.
- 2) Proxy need not be an Unsecured Creditor of the Company.
- 3) Alteration, if any, made in the form of a proxy should be initialed.
- 4) This form of Proxy in order to be effective should be completed and deposited at the registered office of the Company at Sidheegram, PO – Prashnawada BO, Tal: Via Sutrapada SO Taluka, Pin Code: 362275, Dist. Gir Somnath, (Gujarat), not less than 48 hours before the commencement of the meeting.
- 5) Body Corporate would be required to deposit certified copies of Board Resolution/ Power of Attorney in original, as the case may be, authorizing individuals named therein, to attend and vote at the meeting on its behalf.



GUJARAT SIDHEE CEMENT LIMITED

(CIN : L26940GJ1973PLC002245)

Registered Office: Sidheegram, PO – Prashnawada BO,
Tal: Via Sutrapada SO Taluka, Pin Code: 362275, Dist. Gir Somnath, (Gujarat)
Phone: 02876-268200, Fax: 02876-286540
E-Mail: sidhee-mum@mehtagroup.com
Website: www.gujaratsidheecementlimited.com

ATTENDANCE SLIP COURT CONVENED MEETING OF UNSECURED CREDITOR(S) ON MONDAY, 22ND FEBRUARY 2021 AT 3.30 P.M.

Please fill in this attendance slip and hand it over at the entrance of the venue of the meeting.

Name of the Unsecured Creditor :
Address :

Value of Debt (in Rs.) :

Name of the Proxy, if any :

Address of Proxy :

Signature of Unsecured Creditor :

I certify that I am and Unsecured Creditor/ Proxy/ Authorized representative for Unsecured Creditors of Gujarat Sidhee Cement Limited.

I hereby record my presence at the court convened meeting of the Unsecured Creditors of the Company convened pursuant to an Order dated 18th December 2020 of Hon'ble National Company Law Tribunal, Ahmedabad Bench at the Registered Office of the Company, Sidheegram, PO – Prashnawada BO, Tal: Via Sutrapada SO Taluka, Pin Code: 362275, Dist. Gir Somnath, Gujarat, India on Monday, 22nd February 2021 at 3.30 p.m., to consider, and if thought fit, to approve the proposed the Scheme of Amalgamation of Scheme of Amalgamation between Bhadra Textiles and Trading Private Limited (**'Transferor Company 1' or 'Bhadra'**) and Villa Trading Company Private Limited (**'Transferor Company 2' or 'VTCPL'**) with Gujarat Sidhee Cement Limited (**'Transferee Company' or 'GSCL'**) and their respective Shareholders and Creditors (**'the Scheme'**).

Full Name of Unsecured Creditor/ Proxy
(in block letters)

Signature of Unsecured Creditor/ Proxy

Notes:

- 1) Unsecured Creditor attending the meeting in person or by proxy or through authorized representatives are requested to complete and bring the attendance slip with them and hand it over at the entrance of the meeting venue.
- 2) The aforesaid Unsecured Creditors/ Proxy holder desiring to attend the meeting should bring his/ her copy of Notice for reference at the Meeting.

ROUTE MAP OF THE VENUE

