

Ref: B/GSCL/SE/VRM/17/2021-22

June 30, 2021

Corporate Relationship Manager,
BSE 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: Announcement under Regulation 30 - Submission of Hon'ble NCLT Order for approving the 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)

This is to inform you that Hon'ble National Company Law Tribunal (NCLT), Ahmedabad Bench had vide its order pronounced on June 24, 2021 (Ref: C.P.(CAA)/20(AHM)2021 in CA (CAA) 84 of 2020), certified copy dated June 28, 2021 under Section 230-232 of the Companies Act, 2013 read with Companies (Compromise, Arrangement and Amalgamations) Rules, 2016 has approved the 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 and their respective shareholders and creditors.

We would like to bring to your notice that as per Clause 13 of the Scheme, the Company would be filing/intimating the said order with the Registrar of Companies, Gujarat ("ROC") in Form INC-28 within 30 days of the said order. In this regard, attached herewith copy of the said NCLT Order.

We would keep the investors and exchanges informed of the same. This is for your information and records.

Thanking you,
Yours faithfully
For **Gujarat Sidhee Cement Limited**



V. R. Mohnot
CFO & Company Secretary

IN THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD
COURT - 2

ITEM No 123
C.P.(CAA)/20(AHM)2021
in
CA(CAA)/84(AHM)2020

Order under Section 230-232

IN THE MATTER OF:

Bhadra Textiles & Trading Pvt Ltd
Villa Trading Company Pvt Ltd
Gujarat Sidhee Cement Ltd

.....Applicant

.....Respondent

Order delivered on ..22/06/2021

Coram:

Madan B. Gosavi, Hon'ble Member(J)
Chockalingam Thirunavukkarasu, Hon'ble Member(T)

PRESENTS:

For the Applicant :
For the IRP/RP :
For the Respondent :

ORDER

The matter is listed today for pronouncement of order.

The order is pronounced in open Court, vide separate sheet.

-SD-
(CHOCKALINGAM THIRUNAVUKKARASU)
MEMBER (TECHNICAL)

-SD-
(MADAN B GOSAVI)
MEMBER (JUDICIAL)



**NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH
COURT No.2**

CP (CAA) No.20 of 2021 in
CA (CAA) No.84 of 2020

In the matter of:

**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

...Petitioner
Transferor Company 1

**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

...Petitioner Transferor
Company 2

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

...Petitioner Transferee
Company



Order Reserved on : 14.06.2021
Order Pronounced on : 22.06.2021

Coram: Madan Bhalchandra Gosavi, Member (Judicial)
Chockalingam Thirunavukkarasu, Member (Technical)

Appearance: Ms. Dharmishta N. Raval along with Mrs. Kalpana K Raval, Advocates are present for the Petitioner Companies.

ORDER

[PER BENCH]

1. This present petition is filed jointly by Bhadra Textiles and Trading Private Limited and Villa Trading Company Private Limited with Gujarat Sidhee Cement Limited (hereinafter jointly referred to as the Petitioner Companies) under sections 230-232 of the Companies Act, 2013 (hereinafter referred to as 'the Act') read with Companies (Compromise, Arrangement and Amalgamations) Rules, 2016 (hereinafter referred to as 'the rules') seeking sanctioning of 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 ('the Scheme').



2. The Petitioner Companies had filed a joint application being CA (CAA) No. 84 of 2020 before this Tribunal seeking dispensation of the meetings of the Equity Shareholders, Secured Creditors and Unsecured Creditors of the Petitioner Transferor Companies and Secured Creditors of the Petitioner Transferee Company and appropriate directions were sought for holding and convening meeting of the Equity Shareholders and Unsecured Creditors of the Petitioner Transferee Company. By an order dated 18th December 2020 made in CA (CAA) No. 84 of 2020, this Tribunal allowed the Application inter alia, dispensing with the holding of meetings of the Equity Shareholders, Secured Creditors and Unsecured Creditors of the Petitioner Transferor Companies and Secured Creditors of the Petitioner Transferee Company and directing for holding and conducting of the meeting of the Equity Shareholders and Unsecured Creditors of the Petitioner Transferee Company.
3. The Tribunal in its order dated 18th December 2020 had directed the Petitioner Companies to issue notices in Form No. CAA.3 to (i) the Central Government through the Regional Director, North Western Region; (ii) the Registrar of Companies, Gujarat; (iii) the Income-tax authorities and (iv) the Official Liquidator stating that representations, if any, to be made



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within a period of 30 days from the date of receipt of such notice, and in case no representation is received by the Tribunal within the stipulated period of 30 days, it should be presumed that the authorities have no representation to make. In compliance of the directions contained in the order dated 18th December 2020, it is submitted that the Petitioner Companies have served notices to the Central Government through the Regional Director, North Western Region, the Registrar of Companies, Gujarat, the Income-tax authorities concerned and Official Liquidator. The Petitioner Companies have filed an affidavit confirming service of notice on the aforesaid authorities.

4. In compliance of the order passed by this Tribunal dated 18th December 2020, a copy of notice together with the copy of scheme and copy of the information required to be furnished pursuant to Section 102 of the Act read with Sections 230 to 232 and Rule 6 of the Companies (CAA) Rules, 2016 along with prescribed form of proxy was sent to the Equity Shareholders whose names appeared as on the record date/cut off date of 8th day of January 2021 and Unsecured Creditors appearing as on as of 30th November 2020. The notice convening the meeting was also published in English daily 'Business Standard', Mumbai and Ahmedabad Edition and Gujarati translation



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thereof in 'Jai Hind' Rajkot Edition. The affidavit confirming the service of notices to the Equity Shareholders and Unsecured Creditors and publications of the notice of meetings was filed by the Chairman of the meeting. The aforesaid meetings of Equity Shareholders and Unsecured Creditors were duly convened and held on 22nd day of February 2021 at 11:30 A.M and 3:30 PM respectively at its registered office of the Petitioner Transferee Company i.e. Sidheegram, PO-Prashnawada BO, Tal: Via Sutrapada SO Taluka, Pin Code 362275, Dist. Gir Somnath, Gujarat. The Chairman appointed by the Tribunal has filed an Affidavit wherein the Chairman has submitted his report along with the Scrutinizers report for the said meetings. On perusal of the same, the Scheme has been approved by 99.02% Equity Shareholders and 100% Unsecured Creditors of the Petitioner Transferee Company present and voting at the meeting.

5. The Petitioner Companies have jointly filed the present petition being CP (CAA) 20 of 2021 before this Tribunal seeking sanction of the Scheme.
6. This Tribunal by order dated 13th April 2021, admitted the petition and directed issuance of notice of hearing to be advertised in English daily 'Business Standard', Mumbai and



Ahmedabad Edition and Gujarati translation thereof in 'Jai Hind' Rajkot Edition not less than ten days before the date fixed for hearing, calling for their objections, if any, on or before the date of hearing. This Tribunal also directed issuance of notice to Regional Director, Registrar of Companies, Official Liquidator and Income tax informing them about the date of hearing.

7. Pursuant to the aforesaid order dated 13th April 2021, passed by this Tribunal, the Petitioner Companies filed affidavit of service with this Tribunal submitting the proof of service of publication and also proof of issue of notice to the Regional Director, Registrar of Companies, Official Liquidator and Income tax.
8. In response to the representation made by the Regional Director and OL, it is stated that the Petitioner Companies have filed an affidavit dated giving their response to all the observations of the Regional Director.
 1. *With reference Para1, 2(a), 2(b), and 2(d) and 3 of the RD Report, there are no comments to offer.*
 2. *With reference to paragraph 2(c) of the RD representation, the Petitioner Transferee Company undertakes to pay the difference of the amount of fees payable on account of*



enhanced authorized capital, if any and undertakes to comply with the provisions of Section 232(3)(i) of the Companies Act, 2013.

3. With reference to paragraph 2(e) of the RD representation, it is submitted that the Petitioner Transferee Company has complied with the requirements of SEBI circulars and accordingly letter dated 22.10.2020 was issued by BSE Limited (BSE) and letter dated 4.12.2020 was issued by National Stock Exchange of India Limited (NSE). Copies of the letters dated 22.10.2020 and 4.12.2020 are annexed as **Annexure A (Colly)**. The said letters also forms a part of the Company Application.
4. With reference to para 2 (f) of the RD Report, it is submitted that the Petitioner Transferor Company 2 has not borrowed any loan from HDFC Bank Ltd as reported by RD and the Petitioner Transferor Company 2 has pledged 1,00,00,000 shares of Saurashtra Cement Limited as a collateral security for the term loan of Rs.40 crores availed by the Petitioner Transferee Company from HDFC Bank Limited (Charge ID 100047778) for Waste Heat Recovery (WHR) project. It is further submitted that the outstanding amount as on 30th September, 2020 in the books of Petitioner Transferee Company towards HDFC Bank loan is Rs.20.87 crores. By Virtue of the present scheme of amalgamation the charge towards the HDFC Bank Loan of Rs. 20.87 crores shall stand transferred to the transferee Company
5. With reference to Para 2(g) of the RD Report, it is submitted that the Petitioner Companies have complied with the provisions of FEMA and RBI guidelines. It is submitted that Transferee company is a manufacturing company and 100% FDI is allowed through automatic route in all manufacturing



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companies as per the Consolidated Policy on FDI of the Government of India, FEMA (Transfer or Issue of Security by a Person Resident Outside India) Regulations , 2017 and accordingly no approval under the FEMA is required. Furthermore, the Petitioner Companies undertake to comply with the provisions of FEMA and RBI guidelines.

6. With reference Para 2(h) of the RD Report and observations of the Registrar of Company ('RoC') in their report wherein it is stated that as per Index of charges in the MCA Portal there are 14 open charges against which 11 are open secured charge IDs are in favour of HDFC Bank Limited amounting to Rs.2444.46 millions and 3 are in favour of Axis Bank Limited amounting to Rs.7.98 millions as on the date of report i.e. 8.2.2021. With reference to the same it is submitted as follows:-

- a. It is submitted that out of the fourteen Charges, eleven charges are pertaining to HDFC Bank Limited (Charge ID. No.100299310, 100282065, 100289063, 100279716, 100278090, 100278213, 100271816, 100047840, 10047779, 10047778 and 10340668) and three charges are of Axis Bank Limited (Charge ID No. 100325693, 100326270 and 100279252). HDFC Bank Ltd has given its consent for their outstanding amount consisting of eleven charges referred above, which is annexed from page No.652 to 653 with CA (CAA) No.84 of 2020 filed. It is further submitted that since the consent of HDFC Bank Limited was around 97.18% of the total outstanding amount of secured creditors as on 30.9.2020, the Petitioner Transferee



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Company did not approach Axis Bank Limited for their consent.

b. *Further in the Company Application the petitioner transferee company has also stated that there are only 4 secured creditors. i.e. Central Bank of India ,HDFC Bank, Axis Bank and BMW India Financial Services Private Limited and a Chartered Accountants certificate was annexed also.*

7. *The Petitioner Transferee Company have complied with FEMA and RBI guidelines wherever required from time to time. Further as submitted earlier the Petitioner Transferee Company is allowed under automatic route 100% FDI and no prior approval under FEMA is required. However, Petitioner Transferor and Transferee Companies undertake to comply the provisions of FEMA and RBI.*
8. *With reference to para (i) of the RD Report, it is submitted that the Petitioner Companies shall pay the legal fees / cost to the Central Government as may be directed by the Hon'ble NCLT.*
9. *It is submitted that the Official Liquidator (hereinafter referred to as 'OL') has filed its representation for the Petitioner Transferor Company No. 1 vide Reports dated 17.03.2021.*
10. *With reference to paragraphs 1 to 20 of the OL representation for the Petitioner Transferor Company No. 1, the contents thereof do not require any comments.*



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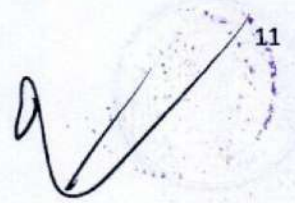
11. With reference to paragraphs 21 of the OL representation for the Petitioner Transferor Company No. 1, with regard to the holding of Mehta International Mauritius Limited holding 4,56,966 shares of Transferor Company No. 1, it is humbly submitted that the foreign investment is under automatic route and no prior approval is required and all compliances in this regard has been made. However, the Petitioner Transferor Company 1 undertake to comply the provisions of FEMA and RBI.
12. With reference to paragraphs 22 to 25 of the OL representation for the Petitioner Transferor Company No. 1, the contents thereof do not require any comments.
13. With reference to clause 26 of OL report for the Petitioner Transferor Company No. 1, the Petitioner Transferor Company No. 1 undertake to preserve their books of accounts, papers and records and it shall not dispose of without prior approval of the Central Government as per Section 239 of the Companies Act.
14. With reference to clause 27 of the OL report for the Petitioner Transferor Company No. 1, the Petitioner Transferor Company No. 1 undertake to ensure statutory compliance of all the applicable laws and on the sanctioning of the Scheme, it shall not absolve from any statutory liability, in any manner.
15. With reference to clause 28 of the OL report for the Petitioner Transferor Company No. 1, it is submitted that the Petitioner Transferor Company No. 1 shall pay related office expenses



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of the office of the Official Liquidator as may be considered appropriate by the Hon'ble Tribunal.

16. *With reference to clause 29 and 30 of the OL report for the Petitioner Transferor Company No. 1, the Petitioner Company No. 2 undertake to file certified copy of the order sanctioning the Scheme with the Registrar of Company within 30 days from the date of passing of order and undertakes to comply with the provision of Section 232(5) of the Companies Act, 2013*
17. *It is submitted that the Official Liquidator (hereinafter referred to as 'OL') has filed its representation for the Petitioner Transferor Company No. 2 vide Reports dated 17.03.2021.*
18. *With reference to paragraphs 1 to 22 of the OL representation for the Petitioner Transferor Company No. 2, the contents thereof do not require any comments.*
19. *With reference to clause 23 of OL report for the Petitioner Transferor Company No. 2, the Petitioner Transferor Company No. 2 undertake to preserve their books of accounts, papers and records and it shall not dispose of without prior approval of the Central Government as per Section 239 of the Companies Act.*
20. *With reference to clause 24 of the OL report for the Petitioner Transferor Company No. 2, the Petitioner Transferor Company No. 2 undertake to ensure statutory compliance of all the applicable laws and on the sanctioning of the Scheme, it shall not absolve from any statutory liability, in any manner.*



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21. *With reference to clause 25 of the OL report for the Petitioner Transferor Company No. 2, it is submitted that the Petitioner Transferor Company No. 2 shall pay related office expenses of the office of the Official Liquidator as may be considered appropriate by the Hon'ble Tribunal.*
22. *With reference to clause 26 and 27 of the OL report for the Petitioner Transferor Company No. 2, the Petitioner Company No. 2 undertake to file certified copy of the order sanctioning the Scheme with the Registrar of Company within 30 days from the date of passing of order and undertakes to comply with the provision of Section 232(5) of the Companies Act, 2013*
9. Heard learned Advocate, Ms. Dharmishta Raval with Mrs. Kalpana K Raval, Advocates, for the Petitioner Companies.
10. Considering the entire facts and circumstances of the case and on perusal of the Scheme and the documents produced on record, it appears that the requirements of the provisions of Sections 230 and 232 of the Companies Act, 2013 are satisfied. The Scheme appears to be genuine and bonafide and in the interest of the shareholders and creditors.
11. Accordingly, the petition is allowed. The Scheme of Amalgamation, which is at **Annexure H** to the joint petition is



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hereby sanctioned and it is declared that the same shall be binding on the Petitioner Companies, namely, Bhadra Textiles and Trading Private Limited and Villa Trading Company Private Limited and Gujarat Sidhee Cement Limited and their shareholders, and all concerned under the Scheme.

12. The Scheme of Amalgamation as approved by us forms part of this order and is attached herewith.
13. The sanction / approval of the Scheme does not come on the way of any Competent Authority(ies) to take any action in the event of violation of any law for the time being in force.
14. It is further ordered that the Petitioner Companies shall comply with Rule 17(2) of Companies (Compromise, Arrangements and Amalgamations) Rules, 2016 with respect to filing of order, if any, for confirmation of the Scheme in Form INC-28 with the Registrar of Companies, Gujarat.
15. Fees of Regional Director is quantified as Rs.20,000/-in respect of each of the Petitioner Companies. Fees of Official Liquidator is quantified as Rs.15,000/- in respect of Petitioner Transferor Companies.



16. Filing and issuance of drawn up orders are dispensed with. All concerned authorities to act on a copy of this order along with the Scheme duly authenticated by the Registrar of this Tribunal. The Registrar of this Tribunal shall issue the certified copy of this order along with the Scheme immediately.
17. This Company Petition is accordingly allowed and disposed of.

—SD—

(CHOCKALINGAM THIRUNAVUKKARASU)
MEMBER (TECHNICAL)



(MADAN B GOSAVI)
MEMBER (JUDICIAL)

Sudha



**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH**

COMPANY PETITION (CAA.) NO. 20 OF 2021

IN

COMPANY APPLICATION (CAA.) NO. 84 OF 2020

In the matter of the Companies
Act, 2013

AND

In the matter of 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

AND

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



**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

**Applicant Transferor
Company 1**

**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

**Applicant Transferor
Company 2**

**Gujarat Sidhee Cement
Limited**(CIN:

L26940GJ1973PLC002245), a
company incorporated under the
Companies Act, 1956 and having its
registered office at Sidheeegram, PO-
Prashnawada BO, Tal: Via
Sutrapada SO Taluka, Pin Code



362275, Dist. Gir Somnath, Gujarat

**Applicant Transferee
Company**



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

List of Assets forming part of the Transferor Company 1 as on 31st March 2021 to be transferred to the Transferee Company pursuant to the Scheme sanctioned by the Hon'ble National Company Law Tribunal, Ahmedabad Bench.

(Freehold Property of the Transferor Company 1)

PART I

Sr. No.	Survey No.	Area in Sq. Meters	Description
NIL			

PART II

(Leasehold Properties of the Transferor Company 1)

Sr. No.	Name of the Owner of the Property	Address of Property
NIL		

PART III

(Other Stock, Shares, Debentures, any other charges in action of the Transferor Company 1) - NIL

Sr. No.	Particulars	No. of Share	Face Value/ per Share	Face Value
NIL				

PART IV

(Liability and assets to be transferred to Transferee Company)

Sr. No.	Liabilities	Rs.
1	Liabilities for expenses	5,000
	Assets	Rs.
1	Taxes Paid	26,030
2	Deposit with Government / Statutory Authority	25,000
3	Balance with bank in current account	21,81,507
4	Balance with Government / Statutory Authority	98,664

BHADRA TEXTILES AND TRADING PVT. LTD.



Date : 15/6/2021

Place : Mumbai

Signed by Director of Transferor Company 1

RECHEL NORDNHA

DEN. NO. 07537980



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

VILLA TRADING CO. PVT LIMITED

N.K.Mehta International House, 178, backbay reclamation Mumbai 400 020.

Phone: 66365444/66365490 fax : no. 66365445

Email Id: yogeshkumarshah@gmail.com

CIN No: U51900GJ1994PTC098196

List of Assets forming part of the Transferor Company 2 as on 31st December 2020 to be transferred to the Transferee Company pursuant to the Scheme sanctioned by the Hon'ble National Company Law Tribunal, Ahmedabad Bench

(Freehold Property of the Transferor Company 2)

PART I

Sr. No.	Survey No.	Area in Sq. Meters	Description
NIL			

PART II

(Leasehold Properties of the Transferor Company 2)

Sr. No.	Name of the Owner of the Property	Address of Property
NIL		

PART III

(Other Stock, Shares, Debentures, any other charges in action of the Transferor Company 2)

Sr. No.	Particulars	No. of Share	Face Value/ per Share	Face Value
1	Investment in Equity Shares of Saurashtra Cement Limited	1,36,58,167	10	13,65,81,670

PART IV

(Liability and assets to be transferred to Transferee Company)

Sr. No.	Liabilities	Rs.
1	Trade payables	15,947
2	Other current liabilities	7,75,852
3	Current tax liabilities (Net)	1,26,543
	Assets	Rs.
1	Security Deposits	1,57,874
2	Taxes Paid	1,10,000
3	Cash and cash equivalents	2,62,89,294
4	Accrued Interest on Fixed Deposits	6,91,310
	Prepaid expenses	22,125

VILLA TRADING COMPANY PVT. LTD.

Authorised Signatory/Director

Signed by Director of Transferor Company
Yogeshkumar N Shah
DIN No-00014658



Date: 15/6/2021

Place: Mumbai



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:

"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:

"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:

"Appointed Date" means 1st April 2020 or such other date as may be suggested by the NCLT:

"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:

“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:

“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:

“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:



"SEBI" means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992:

"Stock Exchanges" means BSE Limited, National Stock Exchange of India Ltd and any other stock exchange(s):

"Scheme" or "the Scheme" or "this Scheme" means this Scheme of Ainalgamation in its present form as submitted with the NCLT or this Scheme with any modification(s) made under Clause 19 of the Scheme:

"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 Sidheeegram, PO-Prashnawada BO, Tal: Via Sutrapada SO Taluka, Pin Code 362275, Dist. Gir Somnath, Gujarat:

"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:

"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;

"Transferor Companies" shall mean Transferor Company 1 and Transferor Company 2 taken together;

"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

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.

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

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.

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.

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	87,47,84,690.00
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

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.



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.

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.



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.

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 I 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 I, 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.

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

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.

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.



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.

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.

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 Company 2.

6. CONSIDERATION

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").



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.

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.

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.



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 I exceed the number of equity shares held by the Transferor Company I in the Transferee Company on the Effective Date.

The investment held by the Transferor Company I in the equity share capital of the Transferee Company shall, without any further application, act, instrument or deed stand cancelled.

The shares held by the Transferor Company I and in dematerialized form shall be extinguished, on and from such issue and allotment of New Equity Shares.

The New Equity Shares to be issued and allotted by the Transferee Company to the shareholders of the Transferor Company I shall be issued in dematerialized form.

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.

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.

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.

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.



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

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.

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:

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.

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.



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.

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.

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.

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.



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.

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.



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:

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.

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.

- h 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 I

The shareholders of the Transferor Company I 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

- ii 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:



- h 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;
- e 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



V.R. Mohnot
CFO & Company Secretary



In view of the Paragraph 16 of the order dated 09.06.2021 passed by the National Company Law Tribunal Bench at Ahmedabad in Company Petition (CAA.) No. 20 of 2021, the Scheme is hereby authenticated.

Registrar

This _____ day of _____ 2021



Certified to be True Copy of the Original

[Signature] 24/6/21
Joint-Registrar
NCLT, Ahmedabad Bench
Ahmedabad

Date of pronouncement of Order: 22/06/21
Date on which application for Certified Copy was made: 22/06/21
Date on which Certified Copy was ready: 24/06/21
Date on which Certified Copy delivered: 28/06/21