



पश्चिम बंगाल WEST BENGAL

22AB 436603

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH

CP(CAA) No. 237/KB/2018

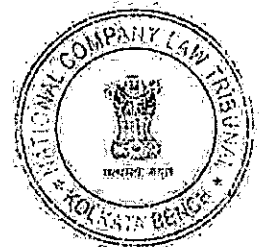
Connected with

C.A.(CAA) No. 480/KB/2017

In the matter of the Company Act, 2013, Section – 230(6)-232(3)

AND

In the matter of: Goodearth Minetech Pvt. Ltd. & Ors.



Certified Copy of the Order dated 07.05.2018 passed by this Bench

13020

17 MAY 2018

Sl. No.....Date.....

Name.....

Age.....

AMT.....

KHAITAN & CO LLP
Advocates & Notaries
1B, Old Post Office Street
Kolkata-700001

SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1.

Form No. CAA.7

[Pursuant to Section 230 and rule 20]

IN THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH

CP(CAA) No. 237/KB/2018

CA(CAA) NO.480/KB/2017

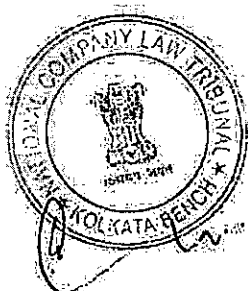
In the matter of:

The Companies Act, 2013- Section
230(6) read with Section 232(3)

And

In the matter of :

Goodearth Minetech Private
Limited, a Company incorporated
under the provisions of the
Companies Act, 1956 and being a
company within the meaning of the
Companies Act, 2013 having its
registered office at Godrej
Waterside, 705, 7th Floor, Tower II,
Plot No. 5, Block DP, Sector V, Salt
Lake, Kolkata – 700 091 in the State
of West Bengal.



And

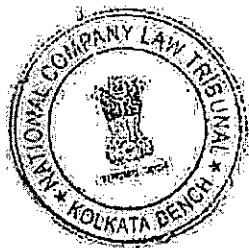
In the matter of :

Tractors India Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and being a company within the meaning of the Companies Act, 2013 having its registered office at Godrej Waterside, 705, 7th Floor, Tower II, Plot No. 5, Block DP, Sector V, Salt Lake, Kolkata - 700 091 in the State of West Bengal.

And

In the matter of:

Impact Industrial Components Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and being a company within the meaning of the Companies Act, 2013 having its registered office at Godrej Waterside, 705, 7th Floor, Tower II, Plot No. 5, Block DP,



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Sector V, Salt Lake, Kolkata - 700
091 in the State of West Bengal.

And

In the matter of :

Gainwell Commosales Private
Limited, a Company incorporated
under the provisions of the
Companies Act, 1956 and being a
company within the meaning of the
Companies Act, 2013 having its
registered office at Godrej
Waterside, 705, 7th Floor, Tower II,
Plot No. 5, Block DP, Sector V, Salt
Lake, Kolkata - 700 091 in the State
of West Bengal.

And

In the matter of :

1. Goodearth Minetech Private
Limited
2. Tractors India Private Limited
3. Impact Industrial Components
Private Limited
4. Gainwell Commosales Private
Limited

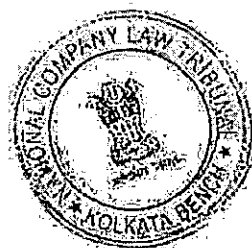


..... Petitioners

Order Under Section 230 to 232

1. The above Company Petition coming on for further hearing on the 1st day of May, 2018 and upon hearing the advocate appearing for the Petitioners and upon hearing Regional Director, Eastern Region representing the Central Government the final order was passed on 7th day of May, 2018.

2. This is a Petition for sanctioning the Scheme of Amalgamation of Goodearth Minetech Private Limited, being the Petitioner Company No.1, Tractors India Private Limited, being the Petitioner Company No.2 and Impact Industrial Components Private Limited, being the Petitioner Company No.3, the Transferor Companies with Gainwell Commosales Private Limited, being the Applicant Company No.4, the Transferee Company, whereby and where under the entire undertakings of Goodearth Minetech Private Limited, Tractors India Private Limited and Impact Industrial Components Private Limited, collectively referred to as the Transferor Companies together with all property, rights, powers and all debts, liabilities, duties and obligations relating thereto is proposed to be transferred to and vested in the Transferee Company, namely, Gainwell Commosales Private Limited on the terms and conditions fully stated in the said Scheme of Amalgamation.

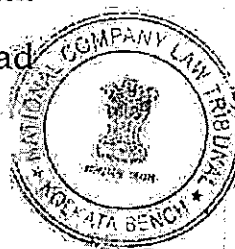
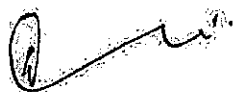


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3. A copy of the Scheme of Amalgamation is attached with the Petition being Annexure "A".

4. The main objects of the Transferee Company are to carry on the business as manufacturers, buyers, sellers, importers, exporters, agents, fitters, traders in all types of equipment, components, tools, spares and engineering items made up of ferrous, non ferrous metals, special steels, sponge steel, carbon steel etc. required in all types of automobile, motor cars, buses, lorries, taxi cabs, other type of vehicle by involving processes including of all types of machining, casting, sand, casting, die casting shell molding, melting scrap pattern etc. and to carry on the business of trading of, dealers in, exporters and importers of, all varieties of steel, special steel, carbon steel, tool alloy steel, mild steel and any other kind and drags of steel and to carry on and execute the work of steel engineers including manufacturing and dealing in steel billets, steel rods, steel ingots, steel strips, steel sheets, steel wires and in all kinds of steel products whether forged, rolled or drawn and consequently to manufacture, steel and deal in all or any of the bye-products which will be obtained in the process of manufacturing these steel products.

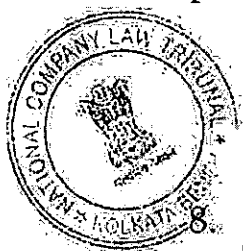
5. The object of the Transferee Company are to also trading, selling, deal, import and export pig iron, iron scrap, sponge iron, ferro silicon, ferro chrome ferrous substances and metals of every descriptions and grades and to manufacture, deal import and export all kind and varieties of non-ferrous raw metals such as aluminium, copper, tin lead



etc. and the bye-products obtained in processing and manufacturing these raw materials and to carry on the business of trading and selling steel ingots, billets and all kinds of all sizes of rerolled sections, i.e. flats, angles, rounds squares, rails, joints, channels, steel strips, sheets, deformed bars, plain and cold twisted bars, shaftings and steel structural.

6. The business of the Transferee Company is engaged in the business of manufacturing of equipment and machines and consultancy services.

7. The Board of Directors of all the Transferor Companies and the Transferee Company at their respective meetings held on 22-05-2017 by resolutions passed unanimously approved of the said Scheme of Amalgamation of the Transferor Companies with the Transferee Company.



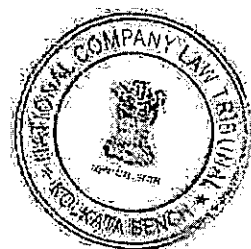
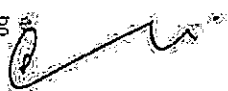
8. The Petitioner Companies submitted in the Petition that the Scheme will enable optimum running, growth and development of the combined undertakings of the Transferor Companies and the Transferee Company. Such combination and consolidation of business undertakings will bring organizational efficiency and will ensure focused management attention thereby enabling business growth and development and increase in revenue and profit. The same will result, inter alia, advantages

of vertical integration of the operations of the said companies, including better inventory management and reduction of working capital requirements which will be facilitated by and following the amalgamation.

9. The Scheme will have beneficial results for the said Companies, their shareholders and all concerned.

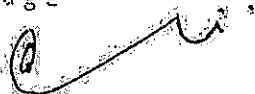
10. It is stated in the petition that with effect from the appointed date, the undertakings of the Transferor Companies, including all assets, property, rights and powers as well as all debts, liabilities, duties and obligations of the Transferor Companies shall be transferred to the Transferee Company in the manner and subject to the modalities for transfer and vesting detailed in the Scheme.

11. It is also submitted by the Applicants that all proceedings pending by or against the Transferor Companies, on the effective date and all contracts, obligations, actions, rights and claims by or against the Transferor Companies, will be transferred to the Transferee Company and will be enforceable by or against the Transferee Company in terms of the said Scheme.



12. It is further submitted by the applicants that on the Scheme coming into effect, all staff, workmen and employees(including those on sabbatical/maternity leave) of each of the Transferor companies in services on the effective date shall stand transferred and vested and/or be deemed to have become staff, workmen and employees of the Transferee Company with effect from the effective date without any break or interruption in their service and on the terms and conditions not less favourable than those applicable to them with reference to the Transferor Companies on the effective date. The position, rank and designation of the employees would, however, be decided by the Transferee Company.

13. It is stated by the Petitioners that the gratuity fund and superannuation fund created or existing for the benefit of the staff, workmen and employees of the Transferor Companies, upon the Scheme coming into effect, shall stand substituted to the Transferee Company from the Transferor Companies for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective fund or funds, if any, to the end and intent that all rights, duties, powers and obligation of the Transferor Companies in relation to such fund or funds shall become those of the Transferee Company and all the rights, duties and benefits of the staff, workmen and employees of the Transferor Companies under such fund or funds shall be protected subject to the provisions of law for the time being in force. The services of the staff, workmen and employees of the Transferor Companies will be treated as



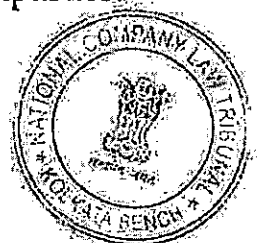
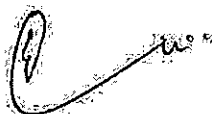
having been continuous for the purpose of the Fund or Funds and for other benefits such as long service awards.

14. Pursuant to an order dated 8th November, 2017 passed by this Tribunal in C.A.(CAA) No.480/KB/2017, meetings of the shareholders of the Petitioners were dispensed with considering the fact that all such shareholders of the Petitioners had given their written consent to the Scheme by way of affidavit.

15. Further, meetings of secured creditors of Petitioner No.2 and unsecured creditors of the Petitioner Nos.1, 2 and 3 were dispensed with in view of written consent given by the said creditors to the Scheme by way of affidavit.

16. Since there were no secured creditors of Petitioner Nos.1, 3 and 4 and unsecured creditors of Petitioner No.4, holding of meeting of the said creditors did not arise.

17. It has been stated in the Petition that there are no proceedings pending under Sections 235 to 251 of the Companies Act, 1956 or Sections 210 to 227 of the Companies Act, 2013 against the applicant companies.



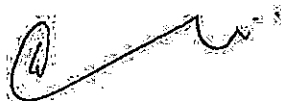
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18. The Auditors of the Transferee Company have confirmed that the accounting treatment in the said Scheme is in conformity with the accounting standards prescribed under Section 133 of the Companies Act, 2013. The certificate issued by the auditors of the Transferee Company is annexed with the application and marked "O".

19. In compliance with Section 230(5) of the Companies Act, 2013 and the order dated 8th November, 2017 of this Tribunal, the petitioners had duly served notices in terms of Section 230(5) of the Companies Act, 2013 on (a) The Central Government through The Regional Director; (b) The Registrar of Companies, West Bengal; (c) The Official Liquidator; (d) Income Tax Officers including the Commissioner of Income Tax having jurisdiction over the petitioners.

20. Such Notice along with accompanying documents were also emailed to the aforesaid statutory authorities at their respective email addresses in terms of the order of the Tribunal dated 8th November, 2017.

21. An affidavit of compliance was duly filed on 27th November, 2017 by the petitioners in respect of said service.

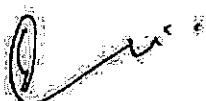


22. Further, upon filing of this Petition bearing CP(CAA) No. 237/KB/2018, this Tribunal had passed an order dated 28-03-2018, directing the Petitioner Companies for publication to be effected of the hearing of the Petition and issuance of the notices of this Petition to the concerned statutory authorities for their representations/objections, if any.

23. Pursuant to the aforesaid order of this Tribunal dated 28-03-2018, passed in Company Petition No CP(CAA) NO. 237/KB/2018, notices of this Petition were served on 4th April, 2018, upon the Central Government through the Regional Director, Eastern Region, Ministry of Corporate Affairs, Kolkata, the Registrar of Companies, West Bengal, the Assessing Officer, and Chief Commissioner of Income-Tax Department having jurisdiction over the petitioners, the Official Liquidator attached to Hon'ble High Court, Calcutta and the same was also served through e-mail on 5th April, 2018.

24. Advertisement of the hearing of the Petition was published once in the "Business Standard", in English and once in the "Aajkal", in Bengali, in their respective issues dated 14th April, 2018.

25. An affidavit of service affirmed on 23-4-2018 has been filed by the Petitioner Companies evidencing aforesaid service upon the

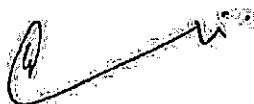


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Regulatory Authorities and publication of advertisement of the hearing of the petition.

26. The Official Liquidator attached to Hon'ble High Court, Calcutta has submitted his report dated 22-2-2018 and stated in the said report that in order to enable the Official Liquidator to make his report and give his opinion, the Official Liquidator appointed Chartered Accountant to examine the books, papers, records and the documents of the above Transferor Companies and to make report indicating clearly as to whether in the opinion of the said Chartered Accountant, the affairs of the Transferor Companies have been conducted in a manner prejudicial to the interest of its members or to public interest.

27. Accordingly, the said Chartered Accountant has examined the books, records and other documents of the Transferor Companies and submitted report on 14-2-2018 to the Official Liquidator, attached to Hon'ble High Court, Calcutta and after scrutiny of the report submitted by the Chartered Accountant and on the basis of verification carried out by the Official Liquidator in accordance with the generally accepted auditing practices and conventions including test checks, the Official Liquidator is of the opinion that the affairs of the Transferor Companies, namely, Goodearth Minetech Private Limited, Tractors India Private Limited and Impact Industrial Components Private Limited, have not

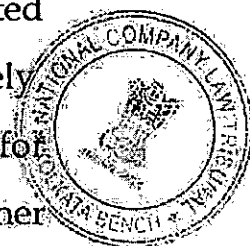


been conducted in a manner prejudicial to the interest of their members or to public.

28. The Regional Director, Eastern Region, Ministry of Corporate Affairs, Kolkata had filed affidavit affirmed on 27-04-2018 and had stated as below :

“(a) That it is submitted that on examination of the report of the Registrar of Companies, West Bengal it appears that no complaint and/or representation has been received against the proposed Scheme of Amalgamation. The Petitioner companies are also updated in filing their statutory returns. It is further submitted that on examination of the proposed scheme of amalgamation, it appears that the proposed scheme is not prejudicial to the interest of members/shareholders and/or public. The Central Government has, therefore, decided that the instant petition/scheme need not be opposed.

(b) It is submitted that NRI holding of 6667 equity shares representing 40% of the paid up share capital is held by MAB Investment Company Limited, a company incorporated under the laws of U.A.E. in the transferee company, namely M/s. Gainwell Commosales Private Limited, whose consent for amalgamation has already been taken by the aforesaid petitioner



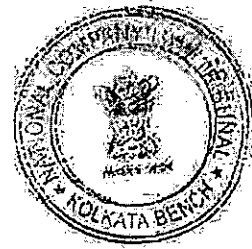
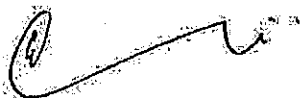
Company. The shareholding of the foreign investor is not affected by the scheme of merger as it is a merger of 100% subsidiaries into holding company.

A copy of the unconditional consent letter dated 31-07-2017 is enclosed and marked as 'Annexure-A'.

(c) It is submitted that as per instructions of the Ministry of Corporate Affairs, New Delhi, a copy of the Scheme was forwarded to the Income Tax Department on 01-01-2018 with a request to forward their comments/observations/objections, if any. But the said authority has not forwarded their report to this Directorate till date."

29. Heard the Ld. Counsel of the petitioners and the Ld. Deputy Director, Office of the Regional Director, Eastern Region, Ministry of Corporate Affairs, Kolkata, perused the records documents annexed to the petition and supplementary affidavits filed in the instant proceedings and after hearing the submissions made, the following orders are passed herein by this Tribunal :

30. In view of the facts stated above, the following orders in terms of prayers made in the petition are passed :



THIS TRIBUNAL DOTH ORDER

a. the Scheme of Amalgamation mentioned in paragraph 1 of this petition, being Annexure "A" of the Petition, is sanctioned to be binding with effect from the 24th day of June, 2016 on Goodearth Minetech Private Limited, Tractors India Private Limited, Impact Industrial Components Private Limited and Gainwell Commosales Private Limited, their shareholders and creditors, and all concerned ;

b. all the property, rights and powers of Goodearth Minetech Private Limited, Tractors India Private Limited and Impact Industrial Components Private Limited described in the Schedule of Assets are transferred without further act or deed to Gainwell Commosales Private Limited and, accordingly, the same shall, pursuant to Section 232(4) of the Companies Act, 2013, be transferred to and vest in Gainwell Commosales Private Limited for all the estate and interest of Goodearth Minetech Private Limited, Tractors India Private Limited and Impact Industrial Components Private Limited therein but subject nevertheless to all charges now affecting the same as provided in the said Scheme;

c. all the debts, liabilities, duties and obligations of Goodearth Minetech Private Limited, Tractors India Private Limited and Impact Industrial Components Private Limited are transferred without further act or deed to Gainwell Commosales Private Limited and, accordingly, the same shall, pursuant to



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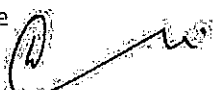
Section 232(4) of the Companies Act, 2013, be transferred to and become the debts, liabilities, duties and obligations of Gainwell Commosales Private Limited ;

d. all proceedings and/or suits and/or appeals now pending by or against Goodearth Minetech Private Limited, Tractors India Private Limited and Impact Industrial Components Private Limited be continued by or against Gainwell Commosales Private Limited ;

e. leave is granted to the Petitioners to file the Schedule of Assets of Goodearth Minetech Private Limited, Tractors India Private Limited and Impact Industrial Components Private Limited in the form as prescribed in the Schedule to Form No.CAA7 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 within three weeks from the date of this order ;

f. The employees of the Goodearth Minetech Private Limited, Tractors India Private Limited and Impact Industrial Components Private Limited shall be engaged by Gainwell Commosales Private Limited as provided in the Scheme ;

g. Goodearth Minetech Private Limited, Tractors India Private Limited, Impact Industrial Components Private Limited and Gainwell Commosales Private Limited shall each within



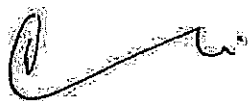
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thirty days of the date of the receipt of this order cause certified copies thereof to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, Goodearth Minetech Private Limited, Tractors India Private Limited and Impact Industrial Components Private Limited shall be dissolved and the Registrar of Companies shall place all documents relating to Goodearth Minetech Private Limited, Tractors India Private Limited and Impact Industrial Components Private Limited and registered with him on the file kept by him in relation to Gainwell Commosales Private Limited and the files relating to the said companies shall be consolidated accordingly ;

h. all other matters covered by the Scheme, including alteration of object clause and name clause of Gainwell Commosales Private Limited shall take effect subject to and in terms of the Scheme;

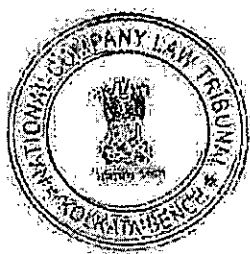
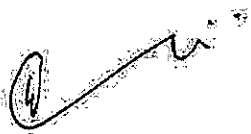
i. Any person interested, shall be at liberty to apply to this Tribunal in the above matter for any direction that may be necessary;

31. In the event of the petitioners supply legible computerized print out of the scheme and schedule of assets in acceptable form to the department, the department will append such computerized print-out



upon verification to the certified copy of the order without insisting on a hand-written copy thereof.

32. Accordingly, C.P. (CAA) No. 237/KB/2018 connected with CA(CAA) No.480/KB/2017 stands disposed off.



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Witness:

Mr. Jinan K. R., Hon'ble Member (Judicial) and Mr. Madan B. Gosavi,
Hon'ble Member (Judicial), at Kolkata aforesaid the 7th day of May, 2018.

Mr. Zulfiqar Ali Alquaderi, Advocate on Record for the petitioners.

Ms. Tia Inla, Deputy Director, C/o Regional Director, Eastern Region,
Ministry of Corporate Affairs

SCHEDULE OF ASSETS

First Part - Part-I

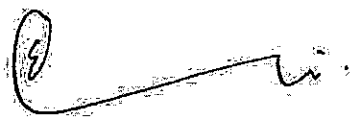
(As per annexure)

Second Part - Part-II

(As per annexure)

Third Part - Part-III

(As per annexure)

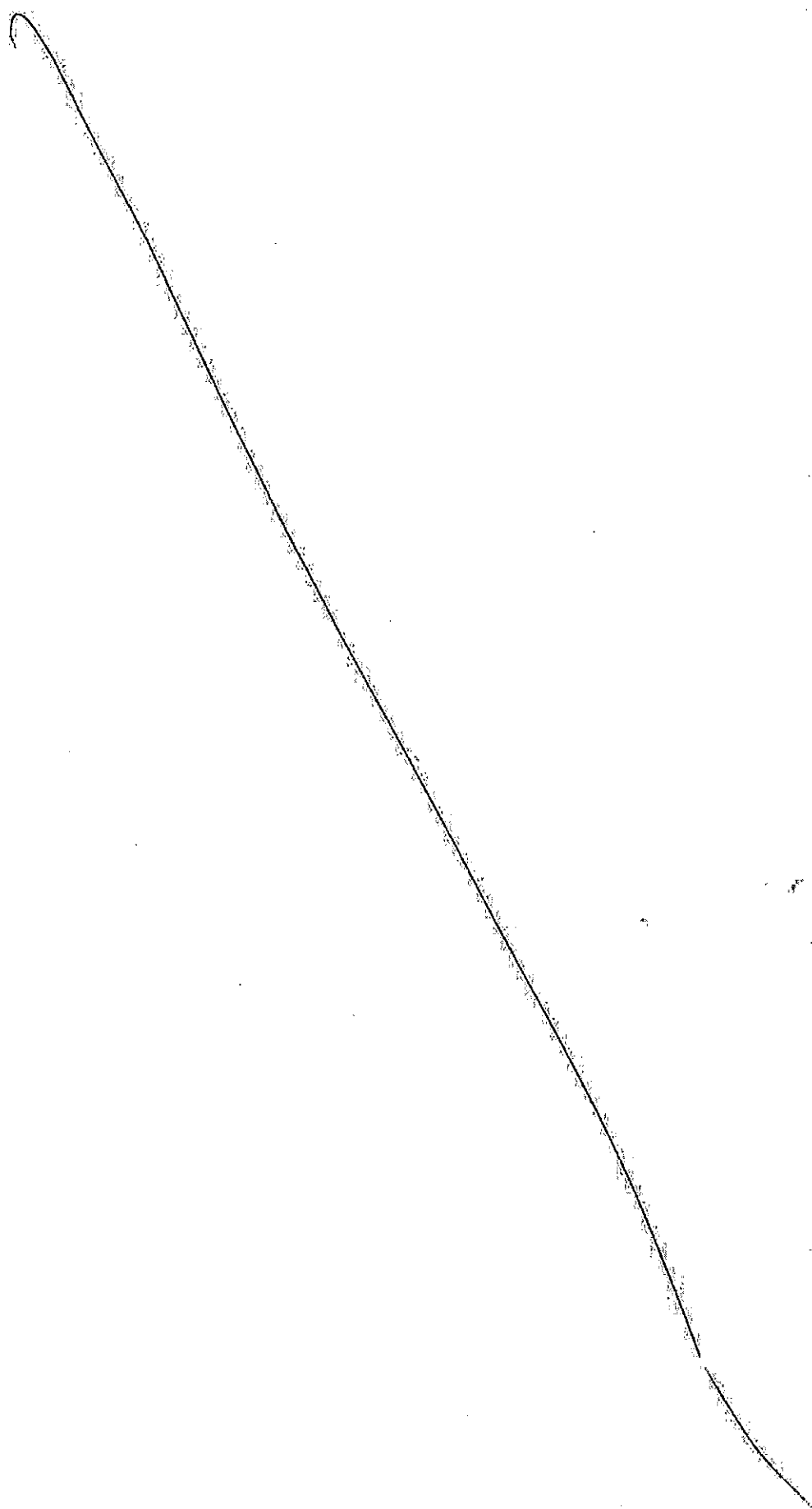

Registrar-in-charge

National Company Law Tribunal

Kolkata Bench

Dated: the 22nd day of May, 2018.





SCHEME OF AMALGAMATION

**(Under Sections 230 to 232 and other applicable provisions of
The Companies Act, 2013)**

OF

GOODEARTH MINETECH PRIVATE LIMITED ('Transferor Company 1')

AND

TRACTORS INDIA PRIVATE LIMITED ('Transferor Company 2')

AND

**IMPACT INDUSTRIAL COMPONENTS PRIVATE LIMITED ('Transferor
Company 3')**

WITH

GAINWELL COMMOALES PRIVATE LIMITED ('Transferee Company')

AND

THEIR RESPECTIVE SHAREHOLDERS



PREAMBLE

This Scheme of Amalgamation (the "Scheme") is formulated and presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 for amalgamation of Goodearth Minetech Private Limited (being the Transferor Company 1), Tractors India Private Limited (being the Transferor Company 2) and Impact Industrial Components Private Limited (being the Transferor Company 3) with Gainwell Commosales Private Limited (being the Transferee Company) and their respective shareholders.

A. Description of the Transferee Company and the Transferor Companies

Transferee Company

- a) Gainwell Commosales Private Limited (hereinafter referred to as "Transferee Company" or "GCPL") is a private limited company incorporated under the Companies Act, 1956 and being a Company within the meaning of Companies Act, 2013, having its registered office at Godrej Waterside, 705, 7th floor, Tower II, Plot No. 5, Block DP, Sector V, Salt Lake, Kolkata 700 091, in the State of West Bengal, India. The CIN of GCPL is U74900WB2014PTC204347. GCPL is engaged in the business of manufacturing of equipment and machines and consultancy services.

Transferor Companies

- b) Goodearth Minetech Private Limited (hereinafter referred to as "Transferor Company 1" or "GMPL") is a private limited company incorporated under the Companies Act, 1956 and being a Company within the meaning of Companies Act, 2013, having its registered office at Godrej Waterside, 705, 7th floor, Tower II, Plot No. 5, Block DP, Sector V, Salt Lake, Kolkata 700 091, in the State of West Bengal, India. The CIN of GMPL is U10100WB2011PTC215835. GMPL is engaged in the business of mining and related activities. GMPL is a wholly owned subsidiary of GCPL, the Transferee Company.
- c) Tractors India Private Limited (hereinafter referred to as "Transferor Company 2" or "TIPL") is a private limited incorporated under the Companies Act, 1956 and being a Company within the meaning of Companies Act, 2013, having its registered office at Godrej Waterside, 705, 7th floor, Tower II, Plot No. 5, Block DP, Sector V, Salt Lake, Kolkata 700 091, in the State of West Bengal, India. The CIN of TIPL is U29150WB1995PTC072501. TIPL operates as an authorized dealer of Caterpillar India Private Limited's construction and mining equipment products in Northern and Eastern Region of India. TIPL is a wholly owned subsidiary of GMPL.

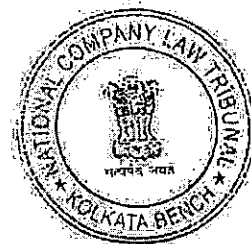


- d) Impact Industrial Components Private Limited (hereinafter referred to as "Transferor Company 3" or IICPL") is a private limited company incorporated under the Companies Act, 1956 and being a Company within the meaning of Companies Act, 2013, having its registered office at Godrej Waterside, 705, 7th floor, Tower II, Plot No. 5, Block DP, Sector V, Salt Lake, Kolkata 700 091, in the State of West Bengal, India. The CIN of IICPL is U31909WB2003PTC218795. IICPL is engaged in the business of manufacturing of industrial products. IICPL is a wholly owned subsidiary of TIPL.

B. Rationale and Purpose of the Scheme

The background and rationale for the amalgamation of GMPL, TIPL and IICPL (the Transferor Companies) with GCPL (the Transferee Company), inter-alia are as under:

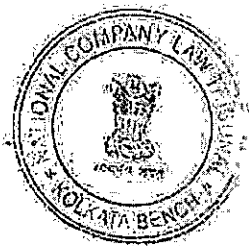
1. The Transferee Company is presently engaged in the business of manufacturing of equipment and machines and consultancy services. Such businesses of the Transferee Company are on a sound footing. As part of an overall strategy for diversification, future growth and development, the Transferee Company has recently acquired the businesses of each of the Transferor Companies by way of acquisition of 100% shares of the Transferor Companies directly/through its subsidiaries with an intention to consolidate the ownership and business operations of the amalgamating entities. The said Transferor Companies and the Transferee Company are under the same management and the registered offices of the said Companies are also situated in the same premises. In the circumstances, it is considered desirable and expedient to amalgamate the Transferor Companies with the Transferee Company in the manner and on the terms and conditions stated in this Scheme of Amalgamation.
2. The Transferee Company would have preferred to acquire the businesses of the Transferor Companies, but owing to various commercial reasons, eventually acquired 100% shares of the Transferor Companies directly or indirectly with an ultimate intention to consolidate the business operations of all the entities into the Transferee Company to achieve various benefits including inter-alia, business synergies, market access, unified platform for growth, access to customer base and cost effectiveness
3. The amalgamation will enable the optimal utilisation of the available resources and yield benefits to the amalgamated entity including achieve business synergies, market access, unified platform for growth, access to customer base and cost effectiveness.



4. The amalgamation will enable the resulting business and activities of the amalgamated entity to be carried on more efficiently, conveniently and advantageously with greater economies of scale, pooling and more efficient utilisation of their resources, elimination of duplication of work, rationalization of administrative structure, reduction in overheads and other expenses and improvement in various other operating parameters.
5. The combined assets of the Transferor Companies and the Transferee Company are of much greater value than their combined liabilities. As such the amalgamation will result in the formation of a larger and stronger Company with a larger asset and capital base having greater capacity for conducting its operations more efficiently and competitively and raising and accessing funds for growth and expansion of its business on more favourable terms including improving key fiscal ratios with healthier financial statements. This in turn shall aid in strengthening the position of the merged entity by enabling it to harness and optimize the synergies of the Companies and capitalize on future growth potential and improve the competitive position of the combined entity.
6. The Scheme will enable optimum running, growth and development of the combined undertakings of the Transferor Companies and the Transferee Company. Such combination and consolidation of business undertakings will bring organizational efficiency and will ensure focused management attention thereby enabling business growth and development and increase in revenue and profit. The same will result, inter alia, advantages of vertical integration of the operations of the said Companies, including better inventory management and reduction of working capital requirements which will be facilitated by and follow the amalgamation.
7. The Scheme is proposed to the advantage of the said Companies and will have beneficial results for the said Companies, their shareholders and all concerned.

C. Change of Name

The Transferor Company No.2 which operates in Northern and Eastern Region of India as an authorized dealer of Caterpillar India Private Limited's construction and mining equipment products is readily identified and carries tremendous goodwill in such business. For the businesses of the amalgamated entity to be continued and carried on by the Transferee Company more effectively and beneficially pursuant to amalgamation, it is desirable and expedient that such name of the Transferor Company No.2 is retained and employed in such business as would be subsequently continued in the Transferee Company upon the Scheme becoming effective. In view of the aforesaid, consequent to and upon the Scheme becoming effective, the name of



the Transferee Company shall be changed from "*Gainwell Commosales Private Limited*" to "*Tractors India Private Limited*". The Transferee Company shall take necessary steps to give effect to such change of name.

The Scheme is divided into the following parts:

Part A deals with definitions and share capital;

Part B deals with amalgamation of GMPL, TIPL and IICPL (the Transferor Companies) with GCPL (the Transferee Company); and

Part C deals with general terms and conditions



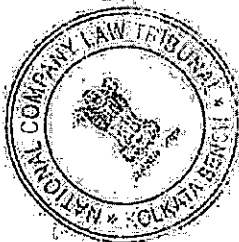
PART - A

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

- 1.1. 'Act' or 'the Act' means the Companies Act, 2013 or any statutory modification or re-enactment thereof.
- 1.2. 'Appointed Date' means 24 June 2016 or such other date as may be mutually agreed by the Board of Directors of the Transferor Companies and the Transferee Company and as may be sanctioned by the NCLT (*defined hereinbelow*) for the purposes of amalgamation of Transferor Companies with Transferee Company.
- 1.3. 'Amalgamation' means the amalgamation of Transferor Companies with Transferee Company in accordance with Section 2(1B) of the Income Tax Act, 1961.
- 1.4. 'Board of Directors' in relation to GCPL, GMPL, TIPL and IICPL respectively as the case may be, means the Board of Directors of each of GCPL, GMPL, TIPL and IICPL.
- 1.5. 'Effective Date' means the date or last of the dates on which certified copies of the order sanctioning this Scheme are filed by the Transferor Companies and the Transferee Company with the Registrar of Companies.
- 1.6. 'Government' means any applicable Central, State Government or local body, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India.
- 1.7. 'NCLT' mean the Hon'ble National Company Law Tribunal having its Bench at Kolkata.
- 1.8. 'Scheme of Amalgamation' or 'Scheme' or 'the Scheme' or 'this Scheme' means this Scheme of Amalgamation in its present form submitted and filed with NCLT for sanction or with any modification(s) made under Clause 20 of this Scheme and/or any modification(s) approved or imposed or directed by NCLT.



1.9. 'Transferor Companies' means, GMPL, TIPL and IICPL or any one or more of them as the context requires;

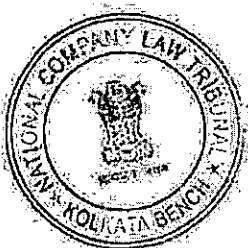
1.10. 'Transferee Company' means GCPL.

1.11. 'Undertakings of the Transferor Companies', shall mean the entire businesses and the whole of each of the respective undertakings of the Transferor Companies as going concerns, and without prejudice to the generality of the foregoing, the said Undertakings of the Transferor Companies shall include, as on the Appointed Date:

- a) all the assets and properties, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent of whatsoever nature and wherever situate including all land (freehold or leasehold), building, factory, work shop, showroom, all plant and machinery, fixed assets, guest house, work in progress, current assets, reserves, provisions, funds, owned or leased, licenses, registrations, certificates, permissions, consents, approvals from state, central, municipal or any other relevant authorities including Government Authorities for the time being in force, concessions, remissions, remedies, subsidies, guarantees, bonds, rights and licenses, tenancy rights, premises, hire purchase, lending arrangements, benefits of security arrangements, security contracts, computers, insurance policies, office equipment, telephones, telxes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, contracts and arrangements, technology / technical agreements, powers, authorities, permits, allotments, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, non- compete fee, benefit and advantage, deposits including security deposits, reserves, preliminary expenses, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, incentives, tax and other credits (including but not limited to credits in respect of income-tax, minimum alternate tax i.e. tax on book profits, tax deducted at source, tax collected at source, value added tax, central sales tax, sales tax, CENVAT, excise duty, service tax, custom duty etc), tax losses, brought forward tax losses, tax benefits and other claims and powers, all books of accounts, documents and records of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Companies, as on the Appointed Date;



- b) all intellectual property rights including patents designs, copyrights, trademarks, brands (whether registered or otherwise), goodwill, records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business, activities and operations of the Transferor Companies;
- c) all letters of intent, request for proposal, prequalification, bid acceptances (including benefit arising out of or in relation to any bank guarantees submitted to any authority in respect thereof by the Transferor Companies), tenders, contracts, deeds, memorandum of understanding, bonds, agreements, arrangements, track-record, technical know-how, technical experience (including experience in executing projects), experience, goodwill and all other rights, claims and powers and any other instrument of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Companies for all intents and purposes and specifically including but not limited to, the turnover, the profitability, performance, and market share, prequalification, net worth and reserves of the Transferor Companies;
- d) right to any claim not preferred or made by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Company and any interest thereon, with regard to any law, act or rule or Scheme made by the Government, and in respect of set-off, carry forward of unabsorbed losses and/or unabsorbed depreciation, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income-tax Act, 1961, or taxation laws of other countries, or any other or like benefits under the said statute(s) or under and in accordance with any law or statute, whether in India or anywhere outside India;
- e) all debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Companies and all other obligations of whatsoever kind, nature and description. Provided that, any reference in the security documents or arrangements entered into by the Transferor Companies and under which, the assets of the Transferor Companies stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to that Undertakings of the Transferor Companies only as are vested in Transferee Company by virtue of the Scheme and the Scheme shall not operate to enlarge security for any loan, deposit or facility created by the Transferor Companies which shall vest in Transferee Company by virtue of the



amalgamation and Transferee Company shall not be obliged to create any further or additional security thereof after the amalgamation has become effective;

- f) all other obligations of whatsoever kind, including liabilities of the Transferor Companies with regard to their employees with respect to the payment of gratuity, pension benefits and the provident fund or compensation, if any, in the event of resignation, death, voluntary retirement or retrenchment;
- g) all employees, as on the Effective Date, of the Transferor Companies at various locations who are willing to become employees of Transferee Company;
- h) all balances with government, quasi-government, municipal, local and other authorities and bodies, customers and any other persons, earnest moneys and/or security deposits paid or received by the Transferor Companies; and
- i) all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programs along with their licenses, manuals and backup copies, drawings, other manuals, data catalogues, emails, presentation, correspondences /communications with third parties/authorities, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form.

It is intended that the definition of Undertakings of the Transferor Companies under this clause will enable the transfer of all property, assets, rights, duties, obligations, entitlements, benefits, employees and liabilities of Transferor Companies with Transferee Company pursuant to this Scheme becoming effective.

- 1.12. 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, the Income-Tax Act, 1961 or any other applicable laws, rules, regulations, bye laws, as the case may be, including 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, unless otherwise specified in the



Scheme, although operative from the Appointed Date as specified herein, shall become effective on the date or last of the dates on which certified copies of the order of the Hon'ble NCLT sanctioning the same are filed with the Registrar of Companies by the Transferor Companies and the Transferee Company.

3. SHARE CAPITAL

The authorized, issued, subscribed and paid-up share capital of GCPL, GMPL, TIPL and IICPL as on 31st March 2017 are as under:

3.1.1 GCPL (the Transferee Company)

Particulars	Amount in Rupees
Authorised Share Capital	
16,667 Equity Shares of Rs.10/- each	1,66,670/-
Issued, subscribed and paid-up Share Capital	
16,667 Equity Shares of Rs.10/- each fully paid up	1,66,670/-

3.1.2 GMPL (Transferor Company 1)

Particulars	Amount in Rupees
Authorised Share Capital	
6,00,00,000 Equity Shares of Rs.10/- each	60,00,00,000/-
Issued, subscribed and paid-up Share Capital	
5,97,30,467 Equity Shares of Rs.10/- each fully paid up	59,73,04,670/-

The entire issued, subscribed and paid-up share capital of GMPL (Transferor Company 1) is held by GCPL (the Transferee Company) along with its nominees. Accordingly, GMPL is a wholly owned (100%) subsidiary of GCPL.

3.1.3 TIPL (Transferor Company 2)

Particulars	Amount in Rupees
Authorised Share Capital	
70,00,000 Equity Shares of Rs.10/- each	7,00,00,000
15,00,000 9% Optionally Convertible Preference Shares of Rs.10/- each	1,50,00,000
TOTAL	8,50,00,000
Issued Share Capital	



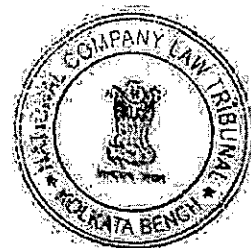
45,00,000 Equity Shares of Rs.10/- each	4,50,00,000
<u>Subscribed and paid-up Share Capital</u>	
45,00,000 Equity Shares of Rs.10/- each fully paid up	4,50,00,000/-

The entire issued, subscribed and paid-up share capital of TIPL (Transferor Company 2) is held by GMPL (the Transferor Company 1) along with its nominees. Accordingly, TIPL is a wholly owned (100%) subsidiary of GMPL.

3.1.4 IICPL or Transferor Company 3

Particulars	Amount in Rupees
<u>Authorised Share Capital</u>	1,00,00,000/-
10,00,000 Equity Shares of Rs.10/- each	
<u>Issued, subscribed and paid-up Share Capital</u>	
10,00,000 Equity Shares of Rs.10/- each fully paid up	1,00,00,000/-

The entire issued, subscribed and paid-up share capital of IICPL (Transferor Company 3) is held by TIPL (the Transferor Company 2) along with its nominees. Accordingly, IICPL is a wholly owned (100%) subsidiary of TIPL.



PART - B

AMALGAMATION OF GMPL, TIPL AND IICPL WITH GCPL

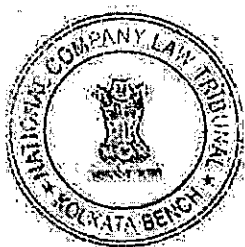
4. TRANSFER AND VESTING OF UNDERTAKINGS OF THE TRANSFEROR COMPANIES

4.1. Subject to the provisions of this Scheme as specified herein and with effect from the Appointed Date, the entire Undertakings of Transferor Companies shall be transferred to and vested in or be deemed to be transferred to and vested in GCPL in the following manner:

- (a) All assets and liabilities of whatsoever nature and wheresoever situated, shall, under the provisions of Section 230 read with Section 232 and all other applicable provisions, if any, of the Act, without any further act or deed (save as provided in Sub-clauses (b), (c), (d) and (e) below), be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become as from the Appointed Date the undertaking of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations therein.

Provided that for the purpose of giving effect to the vesting order passed under Section 232 in respect of this Scheme, the Transferee Company shall be entitled to get effected the change in the title and the appurtenant legal right(s) upon the vesting of such properties in accordance with the provisions of the Act, at the office of the respective Registrar of Assurances or any other concerned authority, where any such property is situated.

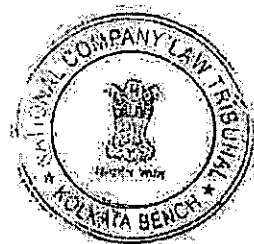
- (b) The mutation of the ownership or title, or interest in the immovable properties related to the Transferor Companies in favour of the Transferee Company shall be made and duly recorded by the appropriate authorities pursuant to the sanction of this Scheme and it becoming effective in accordance with the terms thereof.
- (c) All the movable assets including cash in hand, if any, capable of passing by manual delivery or constructive delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company, to the end and intent that the ownership and property therein passes to the Transferee Company on such handing over in



pursuance of the provisions of Section 232 of the Act (as an integral part of the Undertaking). The plant and machinery, which are fastened to land and/or buildings continue to remain movable properties inter alia because the said plant and machinery are fastened to land only with a view to have better enjoyment of the movable properties.

- (d) In respect of all movables, other than those specified in sub-clause (c) above, including sundry debtors, inventory, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, local and other authorities and bodies, customers and other persons, the same shall, without any further act, instrument or deed, be transferred to and stand vested in and /or be deemed to be transferred to and stand vested in the Transferee Company under the provisions of the Act.
- (e) In relation to the assets, properties and rights including rights arising from contracts, deeds, instruments and agreements, if any, which require separate documents of transfer including documents for attornment or endorsement, as the case may be, the Transferee Company will execute the necessary documents of transfer including documents for attornment or endorsement, as the case may be, as and when required or will enter into a novation agreement.
- (f) All debts, liabilities (including deferred tax liability), duties, guarantees, indemnities and obligations of every kind, nature, description, whether or not provided for in the books of accounts and whether disclosed or undisclosed in the balance sheet shall also, under the provisions of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company on the same terms and conditions, as applicable, so as to become as from the Appointed Date the debts, liabilities, duties, guarantees, indemnities and obligations of the Transferee Company and 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 debts, liabilities, duties, guarantees, indemnities and obligations have arisen, in order to give effect to the provisions of this sub-clause.

However, the Transferee Company may, at any time, after the coming into effect of this Scheme in accordance hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the creditors, or lenders, as the case may be, or in favour of any other party to the contract or arrangement to which the Transferor Companies are party or any writing, as may be necessary, in order to give formal effect to the provisions mentioned



herein. The Transferee Company shall under the provisions of the Scheme be deemed to be authorized to execute any such writings on behalf of the Transferor Companies as well as to implement and carry out all such formalities and compliances referred to above.

- (g) The transfer and vesting of the Undertakings of the Transferor Companies as aforesaid shall be subject to the existing securities, encumbrances, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of the Transferor Companies.

Provided however, that any reference in any security documents or arrangements (to which GMPL, TIPL, IICPL is a party) pertaining to the assets of GMPL, TIPL, IICPL offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to such assets, as are offered or agreed to be offered as security, pertaining to GMPL, TIPL, IICPL as are vested in the Transferee Company by virtue of the aforesaid clauses, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of GMPL, TIPL, IICPL or any of the assets of the Transferee Company. Further, the Transferee Company shall not be required to create any additional security over assets acquired by it under the Scheme for any loans, deposits or other financial assistance availed /to be availed by the Transferor Companies.

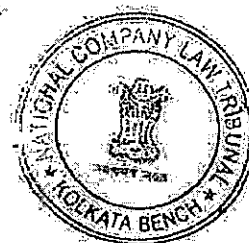
- (h) In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed (including minimum alternate tax, sales tax, excise duty, custom duty, service tax, value added tax and other incentives), granted by any Government body, local authority or by any other person and availed of by the Transferor Companies is concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions as presently available to the Transferor Companies.

- (i) With effect from the Appointed Date all permits, quotas, rights, entitlements, tenancies and licenses relating to brands, trademarks, patents, copy rights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Undertakings of the Transferor Companies and which are subsisting or having effect immediately before the Appointed Date, shall be and remain in full force and effect in favour of the Transferee Company and may be enforced fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a beneficiary or obligee thereto.



(j) With effect from the Appointed Date any statutory licenses, permissions, approvals consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates obtained and/or held by the Transferor Companies for their operations and/or to which the Transferor Companies are entitled to in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in, and/or be transferred to, the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities or any other person concerned therewith in favour of the Transferee Company. Since the Undertakings of the Transferor Companies will be transferred to and vested in the Transferee Company as going concerns without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all statutory and regulatory permissions, licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Companies shall vest in, and become available to, the Transferee Company upon the Scheme coming into effect.

- 4.2. From the Effective Date and till such time that the names of the bank accounts of the Transferor Companies are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Companies, in its name, in so far as may be necessary.
- 4.3. All registrations, benefits, incentives, exemptions etc. which the Transferor Companies are eligible for and / or which are actually availed by the Transferor Companies will be transferred to the Transferee Company upon the Transferee Company intimating the concerned authority or undertaking the necessary actions for the transfer and / or the Board of Directors of the Transferee Company will be authorized to seek approval or enter into agreement with the concerned authority and /or undertake such other activity as is necessary for being eligible for such registrations, benefits, incentives, exemptions, etc. as were availed by the Transferor Companies.
- 4.4. Any loans or other obligations, if any, due inter-se i.e. between the Transferor Companies with the Transferee Company as on the Appointed Date, and thereafter till the Effective Date, shall stand automatically extinguished.
- 4.5. The Transferee Company, under the provisions of this Scheme, is hereby authorized or be deemed to be authorized to execute all or any deeds and/or documents on behalf of the Transferor Companies, to implement and carry out all formalities and compliances in relation to the above-mentioned clause(s), if required.



5. **CONSIDERATION AND CANCELLATION OF SHARES**

The entire share capital of the Transferor Companies are held by the Transferee Company either directly or through its subsidiaries as stated in Clause 3 above. Upon this Scheme becoming effective, all shares issued by the Transferor Companies and held by its respective shareholders shall stand cancelled as an integral part of this Scheme without any further act, application or deed and in lieu thereof no allotment of any new shares in the Transferee Company shall be required to be made to any person whatsoever. Accordingly, and in view of the aforesaid, no consideration shall be payable pursuant to amalgamation of the Transferor Companies with the Transferee Company.

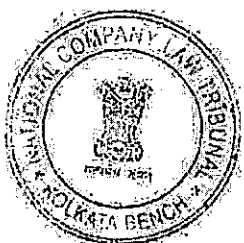
6. **DISSOLUTION OF THE TRANSFEROR COMPANIES**

On the Scheme coming into effect, the Transferor Companies shall, without any further act or deed, matter or thing, stand dissolved without winding up in accordance with provisions of section 230 to section 232 of the Act.

7. **COMBINATION OF AUTHORISED SHARE CAPITAL**

Upon this Scheme becoming effective, the authorized share capital of the Transferee Company shall stand increased without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the authorized share capital of the Transferor Companies amounting to Rs. 69,51,66,670/- (Rupees sixty nine crores fifty one lakhs sixty six thousand six hundred seventy only) comprising of 6,95,16,667 (six crores ninety five lakhs sixteen thousand six hundred sixty seven only) equity shares of Rs.10/- each and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 13, 14, Section 61 of the Companies Act, 2013 and Section 232 of the Companies Act, 2013 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 authorized share capital of the Transferor Companies shall be utilized and applied to the increased authorized 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 in the authorized share capital to that extent.

7.2. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Companies with the Transferee Company shall be Rs.69,51,66,670/- divided into 6,95,16,667 Equity Shares of



Rs.10/- each. It is clarified that the approval of the shareholders of the Transferee Company to the Scheme, whether at a meeting or otherwise, shall be deemed to be their consent / approval also to the amendment 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 stand substituted without any further act instrument or deed by virtue of and upon the coming into effect of this Scheme to read as follows:

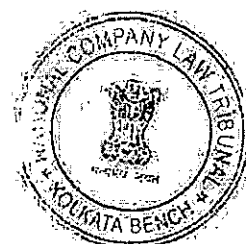
Clause V of the Memorandum of Association of the Transferee Company—
The Authorised Share Capital of the Company is Rs.69,51,66,670/- (Rupees Sixty Nine Crores Fifty One Lacs Sixty Six Lacs Six Hundred Seventy Only) divided into 6,95,16,667 (Six Crores Ninety Five Lacs Sixteen Lacs Six Hundred Sixty Seven) Equity Shares of Rs. 10/- (Rupees Ten) each.

8. AMENDMENT TO THE MEMORANDUM OF ASSOCIATION OF GCPL

A. Upon the Scheme becoming effective, the Memorandum of Association of the Transferee Company shall stand altered, by addition of the following clauses numbered as III(A)(5) after existing clause III(A)(4) of the Memorandum of Association of the Transferee Company. In relation to this alteration, modification and amendment of object clause of the Memorandum of Association of the Transferee Company, the consent of shareholders of the Transferee Company to the Scheme shall be deemed to sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 4, 13 and Section 232 of the Companies Act, 2013 and other applicable provisions of the Act would be required to be separately passed, as the case may be:

"III(A)(5) To carry on the business of manufacturers, importers and exporters, distributors, dealers, buyers & sellers, repairers and hirer of all kinds of wheeled and track tractors and vehicles, diesels and other engines, motors, machinery, agricultural, earthmoving, construction and mining equipment and of all appliances, apparatuses, utensils, accessories connected with and ancillary to the manufacture or marketing thereof and in particular to deal therein in any capacity whatsoever."

III(A)6 To carry on the business of manufacturers of dealers in, hirer, repairers, stores, warehouse of automobiles, motorcars, motors, vehicles of all kinds and machinery, lubricant, cement, paints and all things capable of



being used therewith or in the manufacture, maintenance and workings thereof

III(A)(7) To carry on the business of makers, designers, patentees, assemblers of all types of automobiles and to act as forgers, fabricators, founders, moulders, installers and manufacturers of all types of plant and machinery, spareparts components, equipment and to work as mechanical, structural, electrical, chemical, mining engineers and engineering consultant.

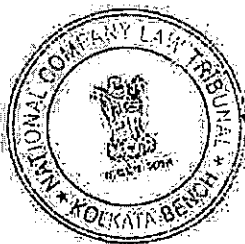
III(A)(8) To trade, buy, sell, import, export, maintain, service, rent, lease, hire purchase, overhaul of capital goods and other goods used in various sectors including construction, infrastructure, transport, mining, etc., and to trade, buy, sell, import, export, maintain, service, rent, lease, hire purchase, overhaul components, parts, assemblies and sub-assemblies of such capital goods and for that purpose build, maintain, lease facilities and workshops, repair shops, overhaul stations, depots, parts storage facilities and run logistics operations for supporting customers of these capital goods whether in India or abroad.

9. CHANGE OF NAME

Upon the Scheme becoming effective, the name of the Company stands changed to "Tractors India Private Limited" from "Gainwell Commosales Private Limited" and the name clause of the Memorandum of Association of the Transferee Company shall stand altered as such to, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 4, 13, 14 of the Companies Act, 2013 Section 232 of the Companies Act, 2013 and other applicable provisions of the Act would be required to be separately passed, as the case may be. Clause I of the Memorandum of Association of the Transferee Company shall stand substituted without any further act instrument or deed by virtue of and upon the coming into effect of this Scheme to read as follows:

Clause I of the Memorandum of Association of Transferee Company-

The name of the Company is Tractors India Private Limited.



10. ACCOUNTING TREATMENT

10.1. Upon the coming into effect of this Scheme and on and from the Appointed Date subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required, the Transferee Company shall account for the amalgamation in its books as under:

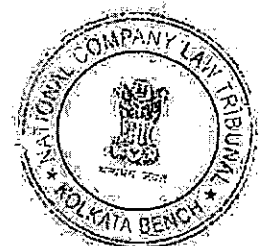
10.1.1 The amalgamation shall be accounted for in the books of account of the Transferee Company according to the purchase method under Accounting Standard (AS) 14, 'Accounting for Amalgamations' annexed to the Companies (Accounting Standards) Rules 2006.

10.1.2 All assets and liabilities, of the Transferor Companies transferred to and vested in the Transferee Company under the Scheme shall be recorded in the books of the Transferee Company at their respective fair values as determined by the Board of Directors of the Transferee Company.

10.1.3 All inter-corporate investments, inter-corporate deposits / loans and advances, outstanding balances and dues, between the Transferor Companies and the Transferee Company, if any, and the investment in the shares of the Transferor Companies, appearing in the books of accounts of the Transferee Company or Transferor Companies shall stand cancelled and there shall be no further obligation / outstanding in that behalf.

10.1.4 Any excess of the value of investment in the shares of the Transferor Companies over the fair value of net assets of the Transferor Companies acquired by the Transferee Company shall be adjusted in the Transferee Company's financial statement as goodwill arising on amalgamation. If the value of investment in the shares of the Transferor Companies is lower than the fair value of net assets acquired, then the difference shall be treated as capital reserve and shall be transferred to share premium.

10.1.5 If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Companies and the Transferee Company, the Transferee Company may make suitable adjustments and reflect the effect thereof in Reserve and Surplus, as the case may be, of the Transferee Company.

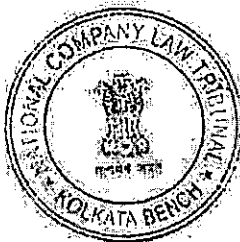


PART - C

GENERAL TERMS AND CONDITIONS

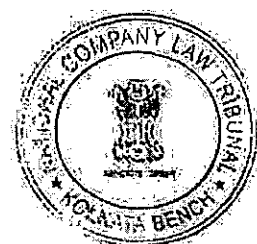
11. COMPLIANCE WITH TAX LAWS

- 11.1. 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 and other relevant provisions of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961 and other relevant provisions of the Income-Tax Act, 1961.
- 11.2. On or after the Effective Date, the Transferee Company shall have the right to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income-tax Act, 1961 (including for the purpose of re-computing minimum alternative tax, and claiming other tax benefits). Wealth-tax Act, 1957, central sales tax, applicable state value added tax, service tax laws, excise duty laws, VAT law and other tax laws, and to claim refunds and/or credits for taxes paid (including minimum alternate tax, tax deducted at source, etc), and to claim tax benefits etc, and for matters incidental thereto, if required to give effect to the provisions of the Scheme.
- 11.3. As and from the Effective Date, all tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies. Further, all tax proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Companies with the Transferee Company or anything contained in this Scheme.
- 11.4. Any tax liabilities under the Income-tax Act, 1961, Wealth-tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws or other applicable laws/ regulations dealing with taxes, duties, levies allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred or stand



transferred to Transferee Company. Any surplus in the provision for taxation / duties/ levies account including advance tax and tax deducted at source as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.

- 11.5. Any refund under the Income-tax Act, 1961, Wealth-tax Act, 1957, customs duty laws, central sales tax, applicable state value added tax, service tax laws, excise duty laws, VAT law or other applicable laws/ regulations dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Companies due to Transferor Companies consequent to the assessment made on Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 11.6. All taxes including income-tax, minimum alternate tax, sales tax, excise duty, custom duty, service tax, value added tax, etc paid or payable by the Transferor Companies in respect of the operations and/ or the profits of the business before the Appointed Date, shall be on account of the Transferor Companies and, in so far as it relates to the tax payment (including, without limitation, income-tax, minimum alternate tax, sales tax, excise duty, custom duty, service tax, value added tax etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by Transferor Companies/ Transferee Company on payables to Transferee Company/ Transferor Companies on account of Clause 6.1.3 which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.
- 11.7. Without prejudice to the generality of the above, all benefits, incentives, losses (including but not limited to book losses, tax losses), book unabsorbed depreciation, tax unabsorbed depreciation), accumulated losses, credits (including, without limitation income tax, minimum alternate tax, tax deducted at source, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, goods and service tax, customs duty drawback, etc.) to which the Transferor Companies are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company, upon this Scheme coming into effect.



12. CONTRACTS, DEEDS, CONSENTS AND OTHER INSTRUMENTS

- 12.1. Upon the coming into effect of this Scheme and subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, instruments, licenses, engagements, certificates, permissions, consents, approvals, concessions and incentives, remissions, remedies, subsidies, guarantees and other instruments, if any, of whatsoever nature to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible and which have not lapsed and are 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 or beneficiary thereto.
- 12.2. Upon the coming into effect of this Scheme and subject to the other provisions of this Scheme, the Transferee Company may 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 if so considered necessary. The Transferee Company shall be deemed to be authorised 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.
- 12.3. The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central Government, State Government or any other agency, department or other authorities concerned as may be necessary under law, for such consents, approvals and sanctions which the Transferee Company may require to own and operate the Undertakings of the Transferor Companies.
- 12.4. The above shall not affect any transaction or proceedings or contracts or deeds already concluded by the Transferor Companies on or before the Appointed Date and subject to Clause 13 below, after the Appointed Date till the Effective Date. Without prejudice to the provisions of Clause 13 below, 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 itself.

13. LEGAL AND OTHER PROCEEDINGS

- 13.1. Upon the Scheme becoming effective, all legal and other proceedings including before any statutory or quasi-judicial authority or tribunal of whatsoever nature by or against the Transferor Companies pending and/or arising at the Appointed Date (or thereafter till the Scheme becomes effective) shall be continued and/or



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

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

13.3. On and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in relation to the Transferor Companies in the same manner and to the same extent as would or might have been initiated by the Transferor Companies.

14. STAFF, WORKMEN AND EMPLOYEES

14.1. On the Scheme coming into effect, all staff, workmen and employees (including those on sabbatical / maternity leave) of each of the Transferor Companies in service on the Effective Date shall stand transferred and vested and / or be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Effective Date without any break or interruption in their service and on the terms and conditions not less favorable than those applicable to them with reference to the Transferor Companies on the Effective Date. The position, rank and designation of the employees would however be decided by the Transferee Company.

14.2. It is expressly provided that, in so far as the gratuity fund, provident fund and super annuation fund (hereinafter referred as "Fund or Funds") created or existing for the benefit of the staff, workmen and employees of the Transferor Companies are concerned, upon the Scheme coming into effect, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Fund or Funds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such Fund or Funds shall become those of the Transferee Company and all the rights, duties and benefits of the staff, workmen and employees of the Transferor Companies under such Fund or Funds shall be protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of the Transferor Companies will be treated as having been continuous for the purpose of the Fund or Funds and for other benefits such as long service awards.



- 14.3. In so far as the Fund or Funds created or existing for the benefit of the employees of the Transferor Companies are concerned, upon the coming into effect of this Scheme, balances lying in the accounts of the employees of the Transferor Companies in the Fund or Funds as on the Effective Date shall stand transferred from the respective Fund or Funds of the Transferor Companies to the corresponding Fund or Funds set up by the Transferee Company.

15. SAVING OF CONCLUDED TRANSACTIONS

The transfer of the Undertakings of the Transferor Companies under Clause 4 above and the effectiveness of contracts and deeds under Clause 8 above and the continuance of proceedings by or against the Transferee Company under Clause 9 above shall not affect any transaction or proceedings already concluded by the Transferor Companies 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.

16. BUSINESS AND PROPERTY IN TRUST FOR TRANSFEE COMPANY

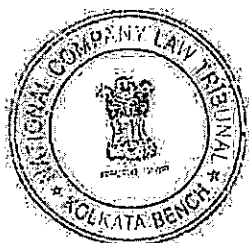
16.1. With effect from the Appointed Date and up to and including the Effective Date:

- (a) The Transferor Companies shall carry on and be deemed to have carried on their business and activities and shall stand possessed of whole of their Undertakings, in trust for the Transferee Company and shall account for the same to the Transferee Company.
- (b) Any income or profit accruing or arising to the Transferor Companies and all costs, charges, expenses and losses (including brought forward losses, book losses etc) or taxes (including but not limited to advance tax, tax deducted at source, minimum alternative tax, credit, taxes withheld, etc), incurred by the Transferor Companies shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of the Transferee Company and shall be available to the Transferee Company for being disposed off in any manner as it thinks fit.

17. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

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

- (b) The Transferor Companies shall carry on their business with reasonable diligence and prudence and in the same manner as they have been doing hitherto in normal course.



(c) The Transferor Companies shall be deemed to have held and stood possessed of the respective Undertakings of the Transferor Companies to be transferred to the Transferee Company for and on account of and in trust for the Transferee Company and, accordingly, the Transferor Companies, except in the ordinary course of business, shall not (without the prior written consent of the Transferee Company) alienate, charge or otherwise deal with or dispose of the respective Undertakings of the Transferor Companies or any part thereof.

17.2. With effect from the Effective Date, the Transferee Company shall carry on and shall be authorised to carry on the businesses carried on by the Transferor Companies.

17.3. The Transferor Companies shall continue to comply with the provisions of the Act, including those relating to preparation, presentation, circulation and filing of accounts as and when they become due for compliance.

18. DIVIDENDS

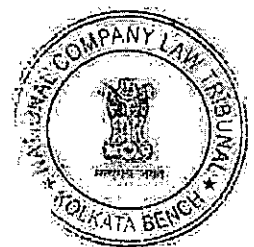
18.1. For the avoidance of doubt, it is hereby clarified that nothing in this Scheme shall prevent the Transferee Company and Transferor Companies from declaring and paying dividend, in respect of the profits relating to the accounting period(s) prior to the Appointed Date, to their respective shareholders;

18.2. Subject to the provisions of this Scheme, the profits of the Transferor Companies, for the period beginning from the Appointed Date, shall belong to and be the profits of the Transferee Company and would be available to the Transferee Company for being disposed off in any manner as it thinks fit.

18.3. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any shareholder of the Transferor Companies and/or Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Companies and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Companies and the Transferee Company, respectively.

19. APPLICATIONS TO THE NCLT OR SUCH OTHER APPROPRIATE AUTHORITY

The Transferor Companies and the Transferee Company shall, with all reasonable dispatch, make necessary applications pursuant to Sections 230 and 232 of the Act, to the Hon'ble NCLT for sanction and carrying out of the Scheme and for



consequent dissolution of the Transferor Companies without winding up. The said companies shall also apply for and obtain such other approvals, as may be necessary in law, if any, for bringing the Scheme into effect and be entitled to take such other steps and proceedings as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

20. RATIFICATION

The Transferee Company shall accept all acts, deeds and things relating to the Undertakings of the Transferor Companies and executed by and/or on behalf of Transferor Companies on and after the Appointed Date as acts, deeds and things done and executed by and/or on behalf of the Transferor Companies.

21. MODIFICATIONS/AMENDMENTS TO THE SCHEME

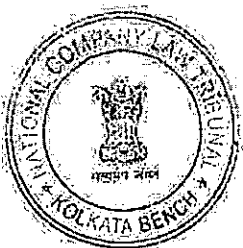
21.1. The Transferor Companies and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised to assent from time to time to any modifications or amendments of this Scheme or to any conditions which the Hon'ble NCLT and/or any other authorities under law may deem fit to approve of or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise in carrying out this Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting this Scheme into effect, including but not limited to withdrawal of the Scheme before the Scheme is approved by the NCLT.

21.2. For the purpose of giving effect to this Scheme or to any modification, amendment or condition thereof, the Directors of the Transferee Company are authorized to give such directions and/or to take such step as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

22. CONDITIONALITIES TO THE SCHEME

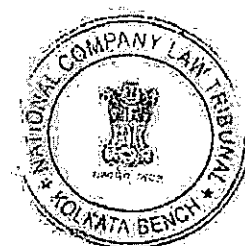
This Scheme is conditional upon and subject to:

- (i) Approval of the Scheme by the requisite majorities of the members of the Transferor Companies and the Transferee Company and such other classes of persons, if any, as may be directed by the Hon'ble NCLT pursuant to Sections 230 and 232 of the Act;
- (ii) Sanction of the Scheme by the Hon'ble NCLT; and
- (iii) Such other approvals, as may be necessary in law, if any, being accorded or deemed to be accorded to the Scheme.



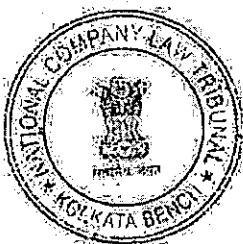
23. EFFECT OF NON RECEIPT OF APPROVALS / SANCTIONS AND / OR REVOCATION OF THE SCHEME

- 23.1. In the event of necessary sanctions and approvals not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the NCLT and/or order or orders not being passed by such date as may be mutually agreed upon by the respective Board of Directors of the Transferor Companies and the Transferee Company, this Scheme shall stand revoked, cancelled and be of no effect.
- 23.2. In the event of revocation under Clause 22.1 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Companies and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each Company shall bear its own costs unless otherwise mutually agreed.
- 23.3. The Board of Directors of the Transferor Companies and the Transferee Company shall be entitled to withdraw this Scheme prior to the Effective Date.
- 23.4. Further, the Board of Directors of the Transferor Companies and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if the Board of Directors of the Transferor Companies and the Transferee Company are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have an adverse implication(s) on all or any of the Transferor Companies or the Transferee Companies.
- 23.5. If any part of this Scheme hereof is invalid, ruled illegal by any NCLT of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Companies and the Transferee Company that such part shall be severable from the remainder of the Scheme. Further, if the deletion of such part of this Scheme may cause this Scheme to become materially adverse to the any of the Transferor Companies and /or the Transferee Company, then in such case the Transferor Companies and /or the Transferee Company shall attempt to bring about a modification in the Scheme, as will best preserve for the Transferor Companies and the Transferee Company the benefits and obligations of the Scheme, including but not limited to such part.



24. COSTS, CHARGES AND EXPENSES

Subject to Clause 22.2 above, all taxes including duties (including the adjudication charges/ fees and stamp duty, if any, applicable in relation to this Scheme), levies and all other similar expenses, if any (save as expressly otherwise agreed) of the Transferor Companies and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.



SCHEDULE OF ASSETS

Schedule of Assets of Goodearth Minetech Private Limited (GMPL), Tractors India Private Limited (TIPL) and Impact Industrial Components Private Limited (IICPL) to be transferred to Gainwell Commosales Private Limited (GCPL), the Transferee Company, as on the Appointed Date (24th June 2016)

Part - I

Short Description of freehold property of GMPL, TIPL and IICPL (collectively "the Transferor Companies) to be transferred to the Transferee Company

1. Goodearth Minetech Private Limited (GMPL)

NIL

2. Tractors India Private Limited (TIPL)

All those pieces or parcels of land admeasuring 0.235 (Zero Point Two Three Five) acres located at Plot No. 7, Patta No. 23/36, S. No. 117/266, Mouza – Udayapur of Gopalpur P.S., District – Ganjam, Tehsil – Berhampur, Orissa, short particulars whereof are as under:

Plot No.	Patta No.	Survey No.	Mouza No.	Acres
7	23/36	117/266	Udayapur of Gopalpur P.S.	0.235 Acre

3. Impact Industrial Components Private Limited (IICPL)

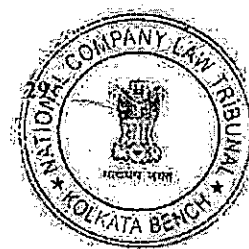
NIL

Part - II

(Short Description of leasehold property of the Transferor Companies to be transferred to the Transferee Company)

1. Goodearth Minetech Private Limited (GMPL)

NIL



2. Tractors India Private Limited (TIPL)

i. All those pieces or parcels of land admeasuring 5 (five) acres located at Survey Plot No. H-1, Mouza -19, ManbhumGanrui, Shergarh, Asansol, District – Burdwan, West Bengal, short particulars whereof are as under:

Khatian No.	J.L. No.	Touzi No.	Mouza No.	Acres
Survey No. H-1	12	19, Manbhum	Ganrui	5 (Five)

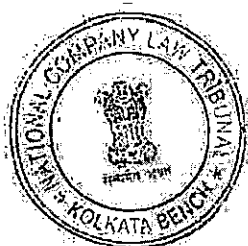
ii. All those pieces or parcels of land admeasuring 4.80 (Four Point Eight) acres located at Survey Plot No. INS/3, Mouza - Ganrui, Shergarh, Asansol, District – Burdwan, West Bengal, short particulars whereof are as under:

R.S. Plot No.	J.L. No.	Survey No.	Mouza No.	Acres
1310(P), 1315(P), 1316 (P), 1317(P), 1318, 1646(P), 1654(P), 1655, 1656(P), 1657(P), 1658, 1659, 1660(P), 1661(P), 1662(P), 1678(P) - 1684(P), 1696(P), 1655/1962(P), 1655/1963(P) & 1655/1964(P)	12	INS/3	Ganrui	4.80 (Four Point Eight)

iii. Impact Industrial Components Private Limited (IICPL)

All those pieces or parcels of land admeasuring 20,910 sq. m., at Industrial Plot. No. ICI, Block No. Ecotech II, Sector No. UdyogVihar, Greater Noida Industrial Development Area, District – Gautam Buddha Nagar, in the State of Uttar Pradesh, Pin Code- 201306, short particulars whereof are as under:

Plot No.	Block No.	Sector No.	District	Area
ICI	Ecotech II	UdyogVihar, GNIDA	Gautam Buddha Nagar	20,910 sq. m.



PART III

(Short description of stocks, shares, debentures and other choses in action of the Transferor Companies to be transferred to the Transferee Company)

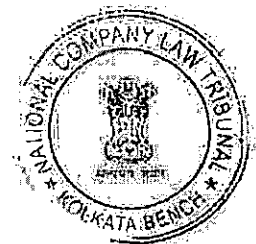
1. Movables are transferable to the Transferee Company as provided in the Scheme.
2. All licenses, approvals, consents and registrations of the Transferor Companies, including the following:

A. Goodearth Minetech Private Limited (GMPL)

Sl. No	Particulars of license	Approving Authority	Reference/ certificate No.
1.	Permanent Account Number (PAN)	Income Tax Department	AABCI1953L
2.	Tax Deduction and Collection Account Number (TAN)	Income Tax Department	DELI11574D
3.	Service Tax No.	Service Tax Department	AAECG1613LSD001

B. Tractors India Private Limited (TIPL)

Sl. No	Particulars of license	Approving Authority	Reference/ certificate No.
1.	Consent to Operate	West Bengal Pollution Control Board	1721-WPBA/Org (BM) Cant (221) 06
2.	Approval of Hazardous Waste Handling	West Bengal Pollution Control Board	48/2S(HW)-2667/2010
3.	Factory license	Directorate of Factories, West Bengal	17371
4.	Fire NOC	West Bengal Fire & Emergency Services	WBFES/4268/16/Burw/FB/788/10/ (802/10)
5.	Permanent Account Number (PAN)	Income Tax Department	AABCT1656K
6.	Service Tax Kolkata (Centralised)	Kolkata Service Tax Dept.	AABCT1656KSD039
7.	Import Export Code	Ministry of Commerce & Industry, Department of Commerce, DGFT	0209028815



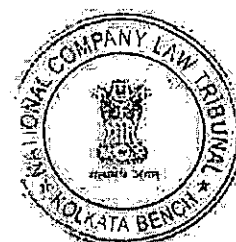
Sl. No	Particulars of license	Approving Authority	Reference/ certificate No.
8.	Professional Tax Form IIA- Certificate of Enrolment (HO)	Directorate Of Commercial Taxes, Govt of West Bengal	192006351726
10.	Registration Cum Membership Certificate	Federation of Export Organizations	RCMC No ER/88/2017- 2018
11.	Tax Deduction and Collection Account Number (TAN)	Income Tax Department	WEST BENGAL- CALT05207G UTTAR PRADESH- MRTM03630E
12.	Public Liability Act Policy	The New India Assurance Co. Ltd.	51080036170600000002
13.	Fidelity-Floater Policy	The New India Assurance Co. Ltd.	51080046170900000009
14.	Money Insurance Policy	The New India Assurance Co. Ltd.	51080048170300000017
15.	Marine Cargo Sales Turnover Policy	The New India Assurance Co. Ltd.	51080021180500000001
16.	Group Personal Accident Policy	The New India Assurance Co. Ltd.	51080042170100000006
17.	Laptop & Mobile Insurance Policy	The New India Assurance Co. Ltd.	5108004617241
18.	Commercial General Liability Policy	The New India Assurance Co. Ltd.	51080036170600000003

19. LIST OF IT LICENSES OF TIPL

1.	Adobe Professional Pro	Adobe	10
2.	AutoCAD Mechanical 2018	Autodesk	3
3.	Adobe Creative Cloud 2018	Adobe	1
4.	Trend Micro	Trend Micro	VI-YD47-K2868-XX984- S4XN8-MGMFX-NYUTF
5.	MS Access 2016	Microsoft	3
6.	Visio Standard 2016	Microsoft	11
7.	SQL Server Core 2014	Microsoft	2
8.	SQL Server Core 2016	Microsoft	2
9.	VSPRO 2015	Microsoft	3
10.	VSPRO 2017	Microsoft	5



Sl. No	Particulars of license	Approving Authority	Reference/ certificate No.
11.	Exchange Server Ent 2016	Microsoft	2
12.	MS Project 2013 SNGL OLP NL	Microsoft	3
13.	MS Project 2016 SNGL OLP 1 License NL for PSS	Microsoft	3
14.	Skyply for Business Server 2015	Microsoft	1
15.	Skype for Business Server Enterprise User CAL 2015	Microsoft	10
16.	WinSrv Std.2012R2 SNGL OLP NL 2Proc	Microsoft	1
17.	WinSvr Standard Core 2016 SNGL 2 LIC NL Core LIC	Microsoft	240
18.	Office Standard 2016	Microsoft	345
19.	Office Standard 2013	Microsoft	683
20.	Office Professional Plus 2016	Microsoft	11
21.	Windows 7 Professional	Microsoft	130
22.	Windows 8 & 8.1 Professional	Microsoft	405
23.	Windows 10 Professional	Microsoft	390
24.	FORTIGATE 310b	FORTIGATE	FG300B3911601287
25.	FORTIGATE 200d	FORTIGATE	FG200D4Q15811096
26.	FORTIGATE 300d	FORTIGATE	FGT3HD3917803233
27.	FORTIGATE 310b	FORTIGATE	FG300B3911601326
28.	CYBEROAM CR25iNG	CYBEROAM	C06615145877-FEYSY1
29.	CYBEROAM CR25iNG	CYBEROAM	C06614503565-H82DS2
30.	NMS	EVEREST	E1g00007-238a-e9ef-1096
31.	Avamar	EMC	88M9J9KFFT5DSS4DWJC S
32.	Manage Engine	Manage Engine	15
33.	SAP Developer	SAP	9
34.	SAP Professional	SAP	450
35.	SAP Limited Professional	SAP	100
36.	SAP Employee	SAP	50
37.	SAP Shop Floor/	SAP	50



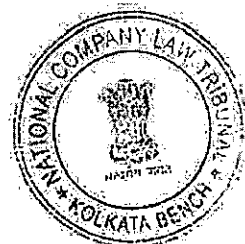
Sl. No	Particulars of license	Approving Authority	Reference/ certificate No.
	Warehouse User		
38.	SAP Equipment Items (EC & O)	SAP	1
39.	SAP Service Inquiries (IM & C)	SAP	30
40.	SAP Sales Opportunity Value (IM & C)	SAP	4000
41.	SAP CPU (SAP Netweaver Process Integration)	SAP	3
42.	SAP User (Business Object Edge BI)	SAP	5
43.	SAP Flat Fee (BO Edge BI)	SAP	2
44.	SAP Payroll Processing (500 Master Records each)	SAP	500
45.	SAP Knowledge Acceleration Bundle for ERP	SAP	40
46.	SAP Knowledge Acceleration Bundle for CRM : Service	SAP	50
47.	SAP Knowledge Acceleration Bundle for CRM : Marketing	SAP	50
48.	SAP Sybase Unwired Platform Enterprise Developer	SAP	1
49.	SAP mobile platform Database : DB2	SAP	10
50.	SAP Fiori	SAP	3

20. VAT AND CST REGISTRATIONS OF TIPL

Sl. No	Name of State/Location	Authority	VAT No	CST No
1.	Uttar Pradesh	State Sales Tax Authority	09488813563	09488813563



2.	Delhi	State Sales Tax Authority	07750374528	07750374528
3.	Karnataka	State Sales Tax Authority	29210888853	29210888853
4.	Haryana	State Sales Tax Authority	06262707858	06262707858
5.	Jammu & Kashmir	State Sales Tax Authority	01731122411	01731122411
6.	Himachal Pradesh	State Sales Tax Authority	02090300673	CST-MD-6341
7.	Uttarakhand	State Sales Tax Authority	05009822148	05009822148
8.	Punjab	State Sales Tax Authority	03912073558	03912073558
9.	Rajasthan	State Sales Tax Authority	08333962045	08333962045C
10.	West Bengal	State Sales Tax Authority	19604355042	19604355042C
11.	Orissa	State Sales Tax Authority	21292600409	21292600409C
12.	Bihar	State Sales Tax Authority	10011229065	10011131174
13.	Assam	State Sales Tax Authority	18870126397	18739931705
14.	Meghalaya	State Sales Tax Authority	17130239092	17130239092
15.	Ranchi	State Sales Tax Authority	20890106629	20890106629C
16.	Dhanbad	State Sales Tax Authority	20051606134	DU-4547C
17.	Kodarma	State Sales Tax Authority	20692405885	KD-1072C
18.	Jamshedpur	State Sales Tax Authority	20051005704	JU-2763(C)
19.	Noamundi	State Sales Tax Authority	20071205954	20071205954
20.	West Bokaro(FRS)	State Sales Tax Authority	20641906618	20641906618C
21.	West Bokaro (SEB)	State Sales Tax Authority	20271906617	20271906617C

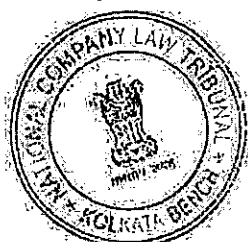


21. CENTRAL EXCISE REGISTRATIONS OF TIPL

Sl. No	Name of State/Location	Authority	Registration No
1.	Asansol (Dealer)	Central Excise Authority	AABCT1565KED001
2.	Sahibabad (Mfg)	Central Excise Authority	AABCT1565KEM002
3.	Bangalore	Central Excise Authority	AABCT1565KED003
4.	Dhanbad Mfg)	Central Excise Authority	AABCT1565KEM007
5.	Dhanbad (Dealer)	Central Excise Authority	AABCT1565KED005
6.	Asansol (Mfg)	Central Excise Authority	AABCT1565KEM008
7.	Kharagpur (Dealer)	Central Excise Authority	AABCT1565KED009
8.	Ranchi (Dealer)	Central Excise Authority	AABCT1565KED010
9.	Ranchi (Mfg)	Central Excise Authority	AABCT1565KEM011
10.	West Bokaro (SEB)	Central Excise Authority	AABCT1565KEM012
11.	Delhi	Central Excise Authority	AABCT1565KED016
12.	Sahibabad (Dealer)	Central Excise Authority	AABCT1565KED017
13.	Bhiwandi	Central Excise Authority	AABCT1565KED018
14.	Jhanjra	Central Excise Authority	AABCT1565KEI020
15.	Aguchha	Central Excise Authority	AABCT1565KED021

22. TRADE LICENSE

Sl. No	Name of State/Location	Authority	Trade License No
1.	Patna	The District Office	BR/TC-176/2009



2.	Muzaffarpur	The District Office	94/13
3.	Purnea	Municipal Corporation, Purnea	1272
4.	Durgapur	Kanksa Panchayat Samiti	674/15-16/1208/2016-2017
5.	Bankura	Sanbandha Gram Panchayat	SGP/83
6.	Ranchi	The District Office, Ranchi	01 OF 2014
7.	Alipurduar	Alipurduar Municipality	434
8.	Ludhiana	Ludhiana Municipal Corporation	7607
9.	Shimla	Shimla Municipal Corporation	4292
10.	Lucknow	The District Transport Office	UP32ATC2871A
11.	Haldwani	The District Transport Office	UK04/0051/HL0/12

23. SHOPS & ESTABLISHMENT LICENSE OF TIPL

SL No	Name of State/ Location	Authority	Reference / Certificate No
1.	Kanpur	Labour Department, Uttar Pradesh	UPSA35714183
2.	Bankura	Shops & Establishment Directorate, Govt of West Bengal	Bank/Bank/P-I/7203
3.	Barbil	Dist Labour Office, Barbil	327(5)
4.	Bhubaneswar	Dist. Labour Office, Bhubaneswar	KHU/R/ OS & CE/II-2144
5.	Siliguri	Shops & Establishment Directorate, Govt of West Bengal	DAR/SGU/P-II/244
6.	Jharsuguda	Dist. Labour Office, Jharsuguda	PII-50
7.	Guwahati	Registering Officer-Shops & Establishment Act Guwahati	ASEA/CE/F/1148
8.	Muzaffarpur	Shops & Establishment Dept, Muzaffarpur	MZ-19263(Muzaffarpur)
9.	Patna	Shops & Establishment Dept, Patna	PT-67709
10.	Rampurhat	Shops & Establishment Directorate, Govt of West Bengal	Bir/Ram/P-II/317
11.	Durgapur	Shops & Establishment Directorate, Govt of West Bengal	BDN/DGP/Kanksa/P-1/2643



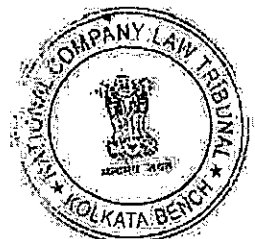
12.	Asansol	Shops & Establishment Directorate, Govt of WB	BDN/ASN/ASN/PI/3259 8
13.	Koderma	Labour Department, Govt of Jharkhand	HZ-3103
14.	Ludhiana	Labour Department, Govt of Punjab	LDH/5/2736
15.	Bhatinda	Labour Department, Govt of Punjab	BTI/15532/2010
16.	Dhanbad	Shops & Establishment Directorate, Govt of Jharkhand(Dhanbad)	DN-7952
17.	Shimla	Shops & Establishment Directorate, Govt of HP(Shimla)	Kusumpti(5)600/2015
18.	Jhansi	Chief Inspector Shops & Comm Establishment, Govt of Uttar Pradesh(Jhansi)	UPSA37710172
19.	Purnea	Bihar Shops & Establishment Dept- Purnea	PN-7354(Purnea)
20.	Haldia	Shops & Establishment Directorate, Govt of WB-(Haldia)	HLD/P-II/45
21.	Jammu	Labour Department, Govt of J&K- (Jammu)	JK/III/16028
22.	Krishnanagar	Shops & Establishment Directorate, Govt of WB-(Krishnanagar)	NAD/KOT/P-I/2297
23.	Jamshedpur	Shops & Establishment Directorate, Govt of Jharkhand(Koderma)	S.G-21508/Sonari-1190
24.	Sibsagar	Shops & Establishment Directorate, Govt of Assam-(Sibsagar)	ASE/SVR/S/853
25.	Jaipur	Shops & Establishment Directorate, Govt of Rajasthan-(Jaipur)	683/R12/P97/2010
26.	Bikaner	Shops & Establishment Directorate, Govt of Rajasthan-(Bikaner)	III 3584
27.	Lucknow	Chief Inspector Shops & Comm Establishment, Govt of Uttar Pradesh	LucknowIG1078
28.	Haridwar	Labour Department	H-12301
29.	Dehradun	Labour Department	D-21293
30.	Sasaram	District Labour Office, Sasaram	RH--987
31.	Dharuhera	Labour Department	PSA/REG/RWRLI-RWR- 2/0095147

24. FIRE LICENSE/NOC OF TIPL

Sr No	Location	Authority	Fire License /Noc No.
1	Darbhanga	Fire Department-Darbhanga	109



2	Dehradun	Fire Derartment-Dehradun	20(269)/16-17
25. ESIC DETAILS OF TIPL			
Sl. No	Location	Authority	Code Number
1.	Kolkata	Employee State Insurance Corporation	41000402800000699
2.	North India	Employee State Insurance Corporation	67000394820000506
3.	Jamshedpur	Employee State Insurance Corporation	60410402800020699
4.	Ranchi	Employee State Insurance Corporation	60410040280010699
5.	Dhanbad	Employee State Insurance Corporation	60410402800030699
6.	Bhubaneswar	Employee State Insurance Corporation	44410402800010699
7.	Guwahati	Employee State Insurance Corporation	43410402800010699
8.	Siliguri	Employee State Insurance Corporation	41410402800020699
9.	Asansol	Employee State Insurance Corporation	74410402800010699
10.	Patna	Employee State Insurance Corporation	42001526300001020
26. CONTRACT LABOUR LICENSE / CERTIFICATE OF REGISTRATION OF TIPL			
SL. No	Location	Authority	License Number
1.	Asansol	Labour Commision, West Bengal	04/2003/CL/CR/DLC-ASN
2.	Dhanbad-Block-II	Central Labour Commission, Dhanbad	46(41)/2012-E-4
3.	Dhanbad-Lodhna	Central Labour Commission, Dhanbad	L-06/2014.E.5
4.	Kolkata	Office of the Assistant Labour Commissioner, Bidhannagar	BNG20/CLR/000002



C. Impact Industrial Components Private Limited (IICPL)

Sl. No	Particulars of license	Approving Authority	Reference/ certificate No.
1.	Permanent Account Number (PAN)	Income Tax Department	AABC11953L
2.	Tax Deduction and Collection Account Number (TAN)	Income Tax Department	DEL111574D

3. All stocks, shares and other choses in action of the Transferor Companies as on the Appointed Date, including the following investments in Equity Shares:-

A. Goodearth Minetech Private Limited (GMPL)

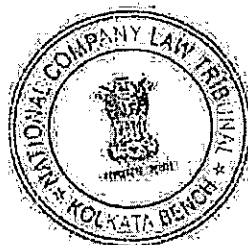
Sl No.	Description of Shares	No of Shares
1.	Fully paid Equity Shares of Tractors India Private Limited of Rs. 10 each	45,00,000

B. Tractors India Private Limited (TIPL)

Sl No.	Description of Shares	No of Shares
1.	Fully paid Equity Shares of Asian Infra-Ventures Private Limited of S\$1 each	10,000
2.	Fully paid Equity Shares of Tractors Nepal Private Limited of NPR 100 each	1,20,000

C. Impact Industrial Components Private Limited (IICPL)

NIL

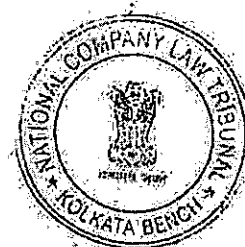


Customer Bharat Coking Coal Ltd	60 ton Dumper	BCCL/PUR/610000/60 ton dumper/2009-10/161 dated 28.12.10	MARC contract date: 31.03.2011
		PUR/412173/60 ton RD with MARC / 2012-13/231 dated 27.02.13	MARC contract date: 20.03.14
Customer Bharat Coking Coal Ltd	100 ton dumper with Track type dozer	MARC Agreement for 23 nos 100 ton dumpers	10.10.11 (based on 1st commissioning date)
		MARC Agreement for 8 nos D9 dozers	10.10.11 (based on 1st commissioning date)
Customer Eastern Coalfields Limited	100 ton and 60 ton Dumper	60 ton: 05822185(10) 30.03.13	MARC contract date: 7.1.2014
		100 ton: 05823045(10) dated 26.06.13	MARC contract date: 7.1.2014
Customer Hindustan Zinc Ltd	100 ton Dumper	MARC 2016.1002/5100019423	MARC contract date: 11.5.16 (last renewal)
Customer Eastern Coalfields Limited	Continuous Miner, Feeder breaker, Roof Bolter, Ram Car, Power center, Diesel Coal Hauler	Introduction of 2nd Continuous Miner Technology at Jhanjra Underground Mine. Tender Number ECL/HQ/CMC/Global NIT/Jhanjra_II CM/116 dated 2.03.2009	14th June 2012 Contract assignment date in favour of TIPL 25.12.2013
Customer Hindustan Zinc Ltd	Excavator	Ex-16 & 18: RAM/MARC/2015.1048/5100 017673	MARC contract date: 26.06.15
		Ex-19-20-21: 2015.1222/5100018827	MARC contract date: 26.02.16
		Ex-23: HZL/ RAM/MINE/2011.0132/51000 12155	MARC contract date: 05.06.12



4. Other Assets and contractual agreements of TIPL to be transferred to GCPL (the Transferee Company) including the following:-

Customer Name	Contract Details	Contract Number	Contract Date
Customer Rajmahal Coal Mining Limited	100 ton Dumper	PO/CPC/RCML/HEMM/5001/15-16/03	10.08.15
Customer Rajmahal Coal Mining Limited	409 HP Track type Dozer	PO/CPC/RCML/HEMM/5001/15-16/02	10.08.15
Customer- Bharat Coking Coal Ltd	Long wall roof support equipment	NA	10.02.16
Customer- Bharat Coking Coal Ltd	Long wall package	BCCL/GM(CMC)/Global Moonidih-xv/2011/807	07.09.11
Customer-Sushee Infra & Mining Ltd	60 ton Dumper	LOI/SIML/HO/DHN/2015/02	18.11.15
Customer- Sushee Infra & Mining Ltd	100 ton Dumper	LOI/SIML/HO/DHN/2015/02	18.11.15
Customer- Sushee Infra & Mining Ltd	Track type Dozer	LOI/SIML/HO/DHN/2015/02	18.11.15
Customer- Sushee Infra	Track type Dozer	LOI/SIML/HO/DHN/2015/01	18.11.15
Customer- Sushee Infra & Mining Ltd	Motor Grader	LOI/SIML/HO/DHN/2015/01	18.11.15
Customer - Hindusthan Zinc Limited	Loader-R2900G (UGM)	8530000133	15.03.16
Customer Tata Steel Ltd.	100 ton dumper with Track type dozer & Motor Grader	Maintenance Agreement & Parts Supply for Mobile Equipment	Phase-1 (3rd renewal): 01.01.14; Phase-2 (3rd renewal) 05.11.12 ; MG 14M : 28.08.16



Customer Rajmahal Coal Mining Limited	100 ton Dumper, Track type dozer & Wheel loader	Agreement for supply of spares and lubricants maintenance and repair contract.	MARC contract date: 15.01.16
Customer Ambuja Cement Limited	50 ton Dumper with support equipment	Maintenance & repair Contract	MARC contract date: 12.09.16
Customer Sushee Infra & Mining Ltd	60 ton Dumper	SIML/DHN/2015/001	19.11.2015
Customer Sushee Infra & Mining Ltd	Track type Dozer	SIML/DHN/2015/001	19.11.2015
Customer Sushee Infra & Mining Ltd	Track type Dozer	SIML/DHN/2015/001	19.11.2015
Customer Sushee Infra & Mining Ltd	Motor Grader	SIML/DHN/2015/001	19.11.2015
Customer Sushee Infra & Mining Ltd	SUPERVISION CHARGES	SIML/DHN/2015/001	19.11.2015
Customer Hindustan Zinc Ltd	Dump truck AD60	Repair & Maintenance contract: 5100019611	04.05.16
		Spare Parts Supply contract: 4100082071	04.05.16

MA no - 1023/2018

Date of Presentation: 17/5/18

Date of application for Copy: 17/5/18

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