123/01/9

RAJEEV SISODIA

ADVOCATE HIGH COURT

Mobile: 9415238636, 9412606936, 9984690498

Chamber No. 172 New Building,

Office- High Court (In Front of High Court Petrol Pump)

E-Mail rajeevsisodia822@gmail.com

Company Petition Number 72 OF 2015

DISTRICT: Chaniabod.

Changel . Concart. Industria Ltd ---- Petitioner(s)/Applicant(s)

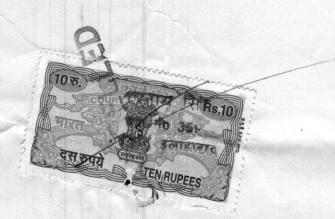
Vs.

----- Respondent(s)

Order Dated: Colog of formal order dt - 12/01/16

Date of IssueQ.?





IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD

(ORIGINAL JURISDICTION)

COMPANY PETITION NO.72 OF 2015 Connected with COMPANY APPIJ CATION NO.2 OF 2015

IN THE MATTER OF THE COMPANIES ACT, 1956

SECTION 391 & 394

AND

IN THE MATTER OF SCHEME OF AMALGAMATION

MEMO OF PARTIES

1. GANGES CONCAST INDUSTRIES LID.

A Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Village Khera, Post Dasna, Delhi Hapur Road, Pilkhuwa, Ghaziabad 245 304, Uttar Pradesh.

(Transferor Company)

2. SALASAR STAINLESS LTD.

A Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 18/10, 2nd Floor, East Patel Nagar, New Delhi-110 008.

..... (NON-APPLICANT)
(Transferee Company)

BEFORE THE HON'BLE MR. JUSTICE YASHWANT VARMA Dated: 29.07.2016

ORDER UNDER SECTION 394.

Upon the above petition coming on for further hearing on 29th July, 2016, upon reading the said petition, the order dated 05.11.2015 passed in Company Application No.2 of 2015, whereby the said Company was ordered to dispense whereby the said Company was ordered to dispense wherether of the equity shareholders, secured and anserted was also and upon hearing Shri Rajiv Sisodia

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advocate for the petitioner Company.

The Court hereby sanctions and approves the Scheme of Arrangement which shall come into effect from the appointed date as mentioned therein.

THIS COURT DOTH ORDER

- (1) That all the property, rights and powers of the transferor company specified in the first, second and third parts of the Schedule hereto and all the other property, rights and powers of the transferor company be transferred without further act or deed to the transferee company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956, be transferred to and vest in the transferee company for all the estate and interest of the transferor company therein but subject nevertheless to all charges now affecting the same; and
- (2) That all the liabilities and duties of the transferor company be transferred without further act or deed to the transferee company and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956, be transferred to and become the liabilities and duties of the transferee company; and
- (3) That all proceedings now pending by or against the transferor company be continued by or against the transferee company; and
- (4) That the transferee company do without further application allot to such members of the transferor company the shares in the transferee company to which they are entitled finder the said the Scheme of Amalgamation.

after by date of this order cause a certified copy of

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this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered the transferor company shall be dissolved** and the Registrar of Companies shall place all documents relating to the transferor company and registered with him on the file kept by him in relation to the transferee company and the filed relating to the said two companies shall be consolidated accordingly; and

(5) That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

SCHEDULE

Scheme of Amalgamation as sanctioned by the Court- Annexed.

PARTI

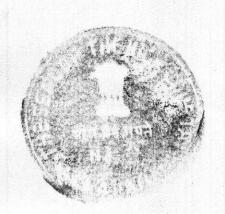
Short description of the freehold property of the transferor company- Annexed.

PART- II

Short description of the leasehold property of the transferor company- Annexed.

PARTII

Short description of all stocks, shares, debentures and other choses in action of the transferor company- Annexed.



IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD (ORIGINAL JURISDICTION)

ANNEXURE NO. 1

IN

COMPANY PETITION NO. OF 2015

CONNECTED WITH

COMPANY APPLICATION NO. 2 OF 2015

IN THE MATTER OF THE COMPANIES ACT, 1956 (1 OF 1956)

SECTION 391 AND 394

AND

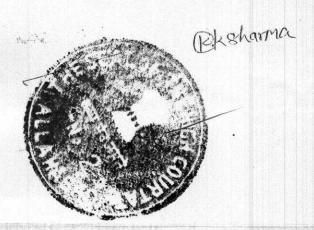
IN THE MATTER OF SCHEME OF AMALGAMATION

AND

IN THE MATTER OF

GANGES CONCAST INDUSTRIES LTD

PETITIONER/TRANSFEROR COMPANY



22)

SCHEME OF AMALGAMATION

OF

GANGES CONCAST INDUSTRIES LTD

WITH

SALASAR STAINLESS LTD

AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956

1.1 DEFINITIONS

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

- a. "Act" means the Companies Act, 1956 (1 of 1956), the Companies Act, 2013 (18 of 2013) and the Rules made there under, as the case may be;
- b. "Appointed Date" means commencement of business on 1st April, 2014 or such other date as the Hon'ble High Court(s) may direct.
- c. "Board of Directors" in relation to respective Transferor and Transferee Companies, as the case may be, shall, unless it is repugnant to the context or otherwise, include a Committee of Directors or any person authorised by the Board of Directors or such Committee of Directors.
- d. "Effective Date" means the date on which the transfer and vesting of the entire undertakings of the Transferor Company shall take effect, i.e., the date as specified in Clause 5 of this Scheme.
- e. "Record Date" means the date to be fixed by the Board of Directors of the Transferee Company with reference to which the eligibility of the shareholders of the Transferor Company for allotment of shares in the Transferee Company in terms of this Scheme shall be determined.
- f. "Scheme" means the present Scheme of Amalgamation framed under the provisions of sections 391 and 394 of the Companies Act. 1956 and other applicable provisions, if any, where under the transferor Company is proposed to be amalgamated with the transferee Company in the present form or with any modification(s) approved or imposed or directed by Members/Creditors of the respective Companies and/or by any

for Ganges Concast Industries Ltd.

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competent authority and/or by the Hon'ble High Court(s) or as may otherwise be deemed fit by the Board of Directors of these Companies.

g. "Transferor Company" means Ganges Concast Industries Ltd being a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at Village Khera, Post Dasna, Delhi Hapur Road, Pilkhuwa, Ghaziabad 245 304, Uttar Pradesh.

The Transferor Company was originally incorporated under the provisions of the Companies Act, 1956, as a public limited company with the name and style 'Ganges Dyechem Ltd' vide Certificate of Incorporation No. (CIN) U 51109 UP 1977 PLC 004510 dated 26th November, 1977 issued by the Registrar of Companies, Uttar Pradesh, Kanpur. The Company obtained Certificate for Commencement of Business on 8th March, 1984. Name of the Company was changed to its present name-'Ganges Concast Industries Ltd' vide Fresh Certificate of Incorporation dated 17th May, 2005, issued by Registrar of Companies, Uttar Pradesh and Uttaranchal, Kanpur.

h. "Transferee Company" means Salasar Stainless Ltd being a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at 28/10, 2nd Floor, East Patel Nagar, New Delhi-110 008.

The Transferee Company was incorporated under the provisions of the Companies Act, 1956, as a public limited company vide Certificate of Incorporation No. (CIN) U 27205 DL 2010 PLC 201399 dated 9th April, 2010 issued by the Registrar of Companies, Delhi and Haryana, New Delhi. The Company obtained Certificate for Commencement of Business on 6th May, 2010.

1.2 SHARE CAPITAL

- i. The present Authorised Share Capital of the Transferor Company is Rs. 1,50,00,000 divided into 15,00,000 Equity Shares of Rs. 10 each. The present Issued, Subscribed and Paid-up Share Capital of the Company is Rs. 8,43,750 divided into 84,375 Equity Shares of Rs. 10 each.
- The present Authorised Share Capital of the Transferee Company is Rs. 5,00,00,000 divided into 50,00,000 Equity Shares of Rs. 10 each. The present Issued, Subscribed and Paidup Share Capital of the Company is Rs. 4,99,90,000 divided into 49,99,000 Equity Shares of Rs. 10 each.

For Ganges Concast Industries Ltd.

The Transferor Company is a wholly owned subsidiary of the Transferee Company and the entire share capital of the Transferor Company is beneficially held by the Transferee Company.

TRANSFER OF UNDERTAKING 2.

a. With effect from the commencement of business on 1st April, 2014, i.e., the Appointed Date, subject to the provisions of the Scheme in relation to the modalities of transfer and vesting, the undertaking and entire business and all immovable properties (including agricultural land, industrial land, residential land and all other land and plots) where so ever situated and incapable of passing by physical delivery as also all other assets, capital workin-progress, current assets, investments, deposits, bookings and advances against residential and commercial plots and buildings, powers, authorities, awards, allotments, approvals and consents, licenses, registrations, contracts, agreements, engagements, arrangement, rights, intellectual property rights, titles, interests, benefits and advantages of whatsoever nature belonging to or in the ownership, power, possession, control of or vested in or granted in favour of or enjoyed by the Transferor Company, including but without being limited to, licenses granted by various government authorities for development of real estate projects, lease deeds, lease agreements, conveyance deed, registry, sale agreements, purchase agreements, memorandum of understanding (MOU), joint development agreement, joint venture agreements, award on successful bidding and/or auction, earnest money, deposits, approval/NOC given by various government and other competent authorities like environmental clearances, approval for land use change (CLU), completion certificate, approval/NOC from fire department, approval/NOC for water, electricity and sewerage, clearance by airport authority, approval/NOC from irrigation department, approval/NOC from forest department, approval/NOC from under ground water authority, approval/NOC from national highway authority, approval/NOC from high tension department, all permits and licenses like liquor license, license to restaurant, lift/escalator license, liberties, easements, advantages, benefits, privileges, leases, tenancy rights, ownership, intellectual property rights including trade marks, brands, copy rights; quota rights, subsidies, capital subsidies, concessions, exemptions, sales tax exemptions, concessions/ obligations under approvals, clearances, EPCG/Advance/DEPB licenses, quality certification. authorizations, certification, electricity connections, electronics and computer link ups, services of all types, reserves, provisions, funds, benefit of all agreements and all other interests arising to the Transferor Company (hereinafter collectively referred to as "the said assets") shall,

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without any further act or deed or without payment of any duty or other charges, be transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act, for all the estate, right, title and interest of the Transferor Company therein so as to become the property of the Transferee Company but, subject to mortgages, charges and encumbrances, if any, then affecting the undertaking of the Transferor Company without such charges in any way extending to the undertaking of the Transferee Company.

- b. Notwithstanding what is provided herein above, it is expressly provided that in respect to such of the said assets as are movable in nature or are otherwise capable of being transferred by physical delivery or by endorsement and delivery, the same shall be so transferred, with effect from the appointed date, by the Transferor Company to the Transferee Company after the Scheme is duly sanctioned and given effect to without requiring any order of the Court or any deed or instrument of conveyance for the same or without the payment of any duty or other charges and shall become the property of the Transferee Company accordingly.
- c. On and from the Appointed Date, all liabilities, provisions, duties and obligations including Income Tax and other statutory liabilities, if any, of every kind, nature and description of the Transferor Company whether provided for or not in the books of accounts of the Transferor Company shall devolve and shall stand transferred or be deemed to be transferred without any further act or deed, to the Transferee Company with effect from the Appointed Date and shall be the liabilities, provisions, duties and obligations of the Transferee Company.
- d. Similarly, on and from the Appointed Date, all the taxes and duties including advance tax, tax deducted at source, tax collected at source, credit of MAT, self assessment tax paid by or on behalf of the Transferor Company immediately before the amalgamation shall become or be deemed to be the property of the Transferee Company by virtue of the amalgamation. Upon the Scheme becoming effective, all the taxes paid (including TDS) by the Transferor Company from the appointed date, regardless of the period to which they relate, shall be deemed to have been paid for and on behalf of and to the credit of the Transferee Company as effectively as if the Transferee Company had paid the same.
- e. Without prejudice to the generality of the provisions contained in aforesaid clauses, upon the Scheme becoming effective, requisite form(s) will be filed with the Registrar of Companies for creation, modification and/or satisfaction of charge(s), to the extent required, to give effect to the provisions of this Scheme.

For Ganges Concast Industries Ltd.

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- f. On the Scheme becoming effective, the Transferee Company shall be entitled to file/revise income tax returns, TDS returns and other statutory filings and returns, filed by it or by the Transferor Company, if required, and shall have the right to claim refunds, depreciation benefits, advance tax credits, etc., if any.
- g. All other assets & liabilities of the Transferor Company, which may not be specifically covered in the aforesaid clauses, shall also stand transferred to the Transferee Company with effect from the Appointed Date.

3. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

- a. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature, to which the Transferor Company is a party, subsisting or having effect immediately before or after the Effective date, shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually, as if instead of the Transferor Company, the Transferee Company had been a party thereto.
- b. The transfer of the said assets and liabilities of the Transferor Company to the Transferee Company and the continuance of all the contracts or legal proceedings by or against the Transferee Company shall not affect any contract or proceedings relating to the said assets or the liabilities already concluded by the Transferor Company on or after the Appointed Date.
- c. The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the secured creditors of the Transferor Company or in favour of any other party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and, to implement and carry out all such formalities or compliance referred to above on the part/behalf of the Transferor Company to be carried out or performed.

LEGAL PROCEEDINGS

All legal proceedings of whatever nature by or against the Transferor Company pending on the Effective Date, shall not be abated, be is communed or be, in any way, prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or of anything



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contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made.

OPERATIVE DATE OF THE SCHEME

- a. This Scheme shall be effective from the last of the dates on which certified copies of the High Court(s) order under Sections 391 and 394 of the Act are filed in the office(s) of the concerned Registrar of Companies. Such date is called as the Effective Date.
- b. Though this Scheme shall become effective from the Effective Date, the provisions of this Scheme shall be applicable and come into operation from the Appointed Date.

DISSOLUTION OF TRANSFEROR COMPANY 6.

On this Scheme, becoming effective as provided in Clause 5 above, the Transferor Company shall stand dissolved without winding up.

EMPLOYEES OF TRANSFEROR COMPANY

- a. All the employees of the Transferor Company in service on the date immediately preceding the date on which the Scheme finally takes effect, i.e., the Effective Date, shall become the employees of the Transferee Company on such date without any break or interruption in service and upon terms and conditions not less favorable than those subsisting in the Transferor Company on the said date.
- b. Provident Fund, Gratuity Fund, Superannuation Fund and any other special fund or trusts created or existing for the benefit of the employees of the Transferor Company, if any, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes and intents, whatsoever, relating to the administration or operation of such schemes or funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions of such funds. It is the intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continued for the purpose of the aforesaid funds or provisions.





CONDUCT OF BUSINESS BY TRANSFEROR TRANSFEREE COMPANIES

From the Appointed Date until the Effective Date, the Transferor Company

- a. Shall stand possessed of all its assets and properties referred to in Clause 2 above, in trust for the Transferee Company.
- Shall be deemed to have carried on business and activities for and on behalf of and for the benefit and on account of the Transferee Company. Any income or profit accruing to the Transferor Company and all costs, charges and expenses or loss arising or incurring by the Transferor Company on and from the Appointed Date shall, for all purposes and intents, be treated as the income, profits, costs, charges, expenses or loss, as the case may be, of the Transferee Company.

ISSUE OF SHARES BY TRANSFEREE COMPANY 9.

Since the Transferor Company is a wholly owned subsidiary of the Transferee Company, no new share will be issued by the Transferee Company pursuant to this Scheme.

10. Upon this Scheme becoming finally effective:

- a. Entire Issued Share Capital and share certificates of the Transferor Company shall automatically stand cancelled. Shareholders of the Transferor Company will not be required to surrender the Share Certificates held in the Transferor Company.
- b. Cross holding of shares between the Transferor Company and the Transferee Company on the record date, if any, shall stand cancelled. Approval of this Scheme by the Shareholders and/or Creditors of the Transferor and the Transferee Companies, as the case may be, and sanction by the High Court under section 391 and 394 of the Companies Act, 1956, shall be sufficient compliance with the provisions of sections 100 to 104 of the Companies Act, 1956, rule 85 of the Companies (Court) Rules, 1959, and other applicable provisions, if any, relating to the reduction of share capital on cancellation of cross holding, if any. Such reduction would not involve either the diminution of any liability in respect of un-paid share capital or the payment to any shareholder of any paid-up share capital, and accordingly, the provisions of section 101(2) of the Act will not be applicable.
- c. The authorised capital of the Transferor Company shall be added to and shall form part of the authorised capital of the Transferee Company. Accordingly; the authorised capital of the Transferee

For Ganges Concast Industries



Company shall stand increased to this extent without payment of any fees or charges to the Registrar of Companies and/or to any other government authority. Clause V of the Memorandum of Association and relevant article(s) of the Articles of Association of the Transferee Company shall stand modified to give effect to the aforesaid increase in the authorised capital of the Transferee Company without any further approval.

d. Save as provided in Para 10.c above, the Transferee Company shall increase/modify its Authorized Share Capital for implementing the terms of the Scheme, to the extent necessary.

11. ACCOUNTING FOR AMALGAMATION

Upon the Scheme becoming effective, amalgamation of the Transferor Company with the Transferee Company will be accounted in the following manner:

- a. The amalgamation shall be an 'amalgamation in the nature of merger' as defined in the Accounting Standard (AS) 14 as prescribed under the Companies (Accounting Standards) Rules, 2006, and shall be accounted for under the 'pooling of interests' method in accordance with the said AS-14.
- b. Accordingly, all the assets and liabilities recorded in the books of the Transferor Company shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at the respective book values as reflected in the books of the Transferor Company as on the Appointed Date.
- c. Inter-company balances, if any, will stand cancelled.
- d. All the reserves of the Transferor Company under different heads shall become the corresponding reserves of the Transferee Company. Similarly, balance in the Profit & Loss Accounts of the Transferor and Transferee Companies will also be clubbed together.
- e. In terms of the provisions of the Accounting Standard 14, any deficit arising out of Amalgamation shall be adjusted in the post merger Reserves/Surplus of the Transferee Company and any balance will be debited to Goodwill account. Whereas any surplus arising out of Amalgamation shall be credited to Securities Premium Account.
 - Accounting policies of the Transferor Company will be harmonized with that of the Transferee Company following the amalgamation.

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12. APPLICATION TO HIGH COURTS

- a. The Transferor Company shall make joint/separate applications/ petitions under the provisions of sections 391 & 394 of the Companies Act, 1956, the Companies (Court) Rules, 1959 and other applicable provisions, if any, to the concerned High Court for sanctioning of this Scheme, dissolution of the Transferor Company without the process of winding up and other connected matters.
- b. The Transferee Company shall also make joint/separate application(s)/petition(s) under the provisions of sections 391 & 394 of the Companies Act, 1956, the Companies (Court) Rules, 1959 and other applicable provisions, if any, to the concerned High Court for sanctioning of this Scheme and other connected matters.

13. MODIFICATIONS/AMENDMENTS TO THE SCHEME

- a. The Transferor Company and the Transferee Company through their respective Board of Directors may make or assent, from time to time, on behalf of all persons concerned, to any modifications or amendments to this Scheme or to any conditions or limitations which the Court(s) and/or any authorities under the law may deem fit to approve of or impose and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for carrying the Scheme into effect.
- b. In order to give effect to this Scheme or to any modifications or amendments thereof, the Board of Directors of the Transferee Company may give and are authorised to give all such directions as may be necessary including directions for settling any question, doubt or difficulty that may arise.
- c. The Transferor Company and/or the Transferee Company shall be at liberty to withdraw from this Scheme in case any condition, alteration or modification, imposed or suggested by the Court(s) or any other competent authority, is not acceptable to them; or as may otherwise be deemed fit or proper by any of these Companies. The Transferor Company and/or the Transferee Company will not be required to assign the reason for withdrawing from this Scheme.
- d. 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 applicable provisions, if any. If any terms or provisions of the Scheme is/are inconsistent with the

For Ganges Concast Ind

Authorised Signature

provisions of the Income Tax Act, 1961, the provisions of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent necessary to comply with section 2(1B) of the Income Tax Act, 1961 and other applicable provisions, if any.

14. INTERPRETATION

If any doubt or difference or issue arises between the Transferor Company and the Transferee Company or any of their Shareholders or Creditors and/or any other person as to the construction hereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr Rajeev K Goel, LLB, FCS, Advocate, 785, Pocket-E, Mayur Vihar II, NH-24, Delhi 110 091, Phone 93124 09354, 011-2277 3618, e-mail: rajeev391@gmail.com whose decision shall be final and binding on all concerned.

15. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges and expenses of the Transferor Company and the Transferee Company incurred in relation to or in connection with this Scheme or incidental to the completion of the Amalgamation of the Transferor Company with the Transferee Company in pursuance of this Scheme, shall be borne and paid by the Transferee Company. However, in the event of the Scheme becoming invalid for any reason whatsoever, all costs, charges and expenses relating to the amalgamation exercise or incidental thereto shall be borne and paid by the respective Companies incurring the same.

For Ganges Concast Industries Ltd.

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Ganges Concast Industries Ltd Transferor Company No. Schedule of Properties (As on 31-03-2015)

Particulars	Amount (Rs.)
part-I	
Short Description of the Free hold Property of the Fransferor Company Khasra No. 687, Village- Khera, Post- Dasna, Delhi Hapur	11,72,500
Road, Pilkhuwa, Ghaziabad- 245304 (UP)	
TI-TSAG	
Short Description of the Lease hold Property of the Transferor Company	-
PART-III Shares, Shares, Shares,	
Short Description of all the Stocks, Entropy Short Description of the Special Action of the Special Sp	3,12,87
Bank Balance: Bank of India, Ghaziabad Branch Current Account No. 710020110000374 Syndicate Bank, Pilkhuwa Branch Current Account No. 85593070004894	1,04,12

For Ganges Concast Industries Ltd

bated this --- day of August, 2016

(By the Court)

Compassalmy

Assistant Registrar
Cepying 'D' Department
High Court, Allahabad

Registrar General

11-8-2016 11.8.11 G.O.F.