

NATIONAL COMPANY LAW TRIBUNAL

COURT ROOM NO. 1,

MUMBAI BENCH

Item No. 08

C.A.(CAA)/128(MB)2024 IN C.P.(CAA)/206(MB)2024

CORAM:

SH. PRABHAT KUMAR

JUSTICE V.G. BISHT (Retd.)

HON'BLE MEMBER (TECHNICAL)

HON'BLE MEMBER (JUDICIAL)

ORDER SHEET OF THE HEARING ON **28.10.2024**

NAME OF THE PARTIES: **VARROC POLYMERS LIMITED**

Section 230-232 of the Companies Act, 2013

ORDER

1. Adv. Hemant Sethi for the Applicant is present.
2. Heard the learned Counsel for the Petitioner Companies.
3. The present Company Petition has been filed in the matter of Scheme of Amalgamation between Varroc Polymers Limited ('First Petitioner Company' or 'Transferor Company') and Varroc Engineering Limited ('Second Petitioner Company or Transferee Company') and their respective shareholders sought under Section 232 r/w Section 230 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 (including any statutory modification or re-enactment or amendment thereof), as may be applicable. Petition Admitted.
4. The Petitioner Companies, at least 10 days before the date fixed for hearing, shall publish the notice of hearing of the Petition in two Local Newspapers viz. one in English language Newspaper (i.e. Indian Express) and another in Local Vernacular language Newspaper (i.e. Loksatta), having wide circulation in the area where the registered office of the Company and the business of the Company are situated as per



Rule 16 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

5. The Petitioner Companies shall issue notices, as required under Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, informing the date fixed for hearing, to
 - a. The Regional Director, Western Region, Ministry of Corporate Affairs, Mumbai Maharashtra;
 - b. Registrar of Companies, Mumbai;
 - c. Income Tax Authorities within whose jurisdiction the respective Petitioner Companies are assessed to tax;
 - d. Jurisdictional Proper Officer in the GST Department exercising jurisdiction over the Petitioner Companies;
 - e. The Official Liquidator, in so far as Transferor Company;
 - f. SEBI, RBI and BSE, NSE;
 - g. Principal Chief Commissioner of Income tax being the Nodal Authority, at Aayakar Bhavan, Mumbai;
6. The Petitioner Companies shall post notices along with the copy of the Scheme on their respective websites, if any.
7. The Petitioners shall file proof of compliance electronically 3 days before the final hearing with this Tribunal.
8. In the meanwhile, the ROC, RD and OL will file their report, if not filed already, before the next date of hearing.
9. List this matter for final hearing on **29.11.2024**.

-Sd-
PRABHAT KUMAR
MEMBER (TECHNICAL)

Rehan Shaikh

-Sd-
JUSTICE V.G. BISHT
MEMBER (JUDICIAL)

Brazil has built upon India's G20 legacy, says PM Modi ahead of attending Summit in Rio

EXPRESS NEWS SERVICE
NEW DELHI, NOVEMBER 16

PRIME MINISTER Narendra Modi on Saturday said he is looking forward to "meaningful discussions" at the G20 summit in Brazil, which he said has built upon the legacy of India's presidency of the grouping last year.

He made the comments in a statement before departing on a five-day visit: first to Nigeria, then to Brazil for the November 18-19 Summit, and onwards to Guyana. "In Brazil, I will attend the 19th

G-20 Summit as a Troika member. Last year, India's successful presidency elevated the G-20 to people's G-20 and mainstreamed the priorities of the Global South into its agenda. This year, Brazil has built upon India's legacy," the PM said. "I look forward to meaningful discussions in keeping with our vision of 'One Earth, One Family, One Future'. I will also use the opportunity to exchange views on furthering bilateral cooperation with several other leaders," he said.

India, along with Brazil and South Africa, is part of the G20 Troika and has been actively con-

tributing to the ongoing Summit discussions. A statement by the MEA said, "During the summit, the Prime Minister will put forward India's positions on various issues of global importance and build on the outcomes from the G20 New Delhi Leaders' Declaration and Voice of the Global South Summits which were hosted by India in past two years."

Before emplaning on Saturday afternoon, the PM said in a post on X, "Over the next few days, I will be in Nigeria, Brazil and Guyana. I will have the opportunity to take part in a wide range of programmes,

both bilateral and multilateral, which will add momentum to India's ties with various nations. I will take part in the G20 Summit in Brazil and will meet Caribbean leaders in Guyana. I will also be interacting with the Indian community during this visit.

In his departure statement on Saturday, the PM said he is visiting Nigeria at the invitation of President Bola Ahmed Tinubu with a focus on reinforcing the strategic partnership between the two nations. He will be in the African nation until Sunday. "At the invitation of President

Bola Ahmed Tinubu, this will be my first visit to Nigeria, which is our close partner in the West African region. My visit will be an opportunity to build upon our strategic partnership that is based on shared belief in democracy and pluralism. I am also eagerly looking forward to meeting the Indian community and friends from Nigeria who have sent me warm welcome messages in Hindi," the statement read.

In the final leg of the trip, Modi will visit Guyana, the first visit by an Indian PM to the South American country in over 50 years.

'Reasonable to expect improvement in India-China ties'

EXPRESS NEWS SERVICE
NEW DELHI, NOVEMBER 16

THE DISENGAGEMENT part of the "problem" with China along the

LAC in eastern Ladakh has been addressed with last month's understanding and the next focus would be on de-escalation, External Affairs Minister S Jaishankar said Saturday. He de-

scribed as a "reasonable supposition" to expect some improvement in the India-China ties following the disengagement, even as he hesitated to say that there could be a "reset of the ties".



Indian Institute of Information Technology, Design and Manufacturing, Kancheepuram
Chennai-600127, Tamil Nadu, India
(An Institute of National Importance under MoE, Govt. of India)

RECRUITMENT OF ADJUNCT FACULTY (ON CONTRACT FROM INDUSTRY)

Advt. No. IIITDMK/Faculty/C/1/2024

IIITDM Kancheepuram, located at Chennai (25 km from airport) invites applications for **Adjunct Faculty (on contract from industry)** in School of Interdisciplinary Design and Innovation (SIDI) and Department of Electronics & Communication Engineering (ECE). Application form and detailed advertisement are available at Institute website www.iiitdm.ac.in.
Last date for submission of online application is 02.12.2024 (11:59 PM).
Dean (FA)

HEADQUARTERS
Employees' State Insurance Corporation
(Ministry of Labour & Employment, Govt. of India)
Panchdeep Bhawan, C.I.G. Marg, New Delhi-02 Website: www.esic.gov.in

Advertisement for engagement of Senior Consultant (Information & Communication Technology) & Consultants Grade-1 (Social Media)

Employees' State Insurance Corporation invites applications for the engagement of 1 (one) Senior Consultant (Information & Communication Technology) & 1 (one) Consultants Grade-1 (Social Media) on a purely contractual basis for a fixed period as per requirement in accordance with the procedure and guidelines for engagement of Senior Consultant/ Consultant Grade-2/ Consultant Grade-1/ Young Professional in ESIC, 2023.

The desirous & eligible candidates are advised to go through the detailed advertisement, procedures & guidelines available on www.esic.gov.in before submitting their applications.

The last date of receipt of applications complete in all respect is **25.11.2024**.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH
C.P.(CAA)/206/MB/2024
CONNECTED WITH
C.A.(CAA) 128/MB/2024

In the matter of the Companies Act, 2013
AND
In the matter of Section 230 to Section 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016
AND
In the matter of Scheme of Amalgamation of Varroc Polymers Limited ('VPL' or 'the Transferor Company') with Varroc Engineering Limited ('VEL' or 'the Transferee Company') and their respective Shareholders ('the Scheme' or 'this Scheme').

Varroc Polymers Limited, a Company incorporated under the Companies Act, 1956 and having its Registered office at Plot No. L-4, MIDC, Waluj, Aurangabad, Maharashtra, India - 431136. CIN:U25209MH1995PLC090037

..... First Applicant Company / Transferor Company

Varroc Engineering Limited, a Company incorporated under the Companies Act, 1956 and having its Registered office at Plot No. L-4, MIDC, Waluj, Aurangabad, Maharashtra, India - 431136. CIN:L28920MH1988PLC047335

..... Second Petitioner Company / Transferee Company

The Transferor Company and Transferee Company are hereinafter collectively referred to as Petitioner Companies.

NOTICE OF HEARING OF THE PETITION

A Joint Petition under Sections 230 to 232 of the Companies Act, 2013 for sanctioning the Scheme of Amalgamation of Varroc Polymers Limited ('VPL' or 'the Transferor Company') with Varroc Engineering Limited ('VEL' or 'the Transferee Company') and their respective Shareholders ('the Scheme') was admitted by the Hon'ble National Company Law Tribunal, Mumbai ('Hon'ble Tribunal') on Monday, 28th day of October 2024 and the said petition is fixed for hearing before the Hon'ble Tribunal on 29th day of November 2024.

ANY PERSON desirous of supporting or opposing the said Petition should send to the Advocate of the Petitioner Companies, at their address mentioned hereunder, a notice of his/her intention, signed by him/her or his/her Advocate, with his/her full name and address, so as to reach the Advocate of the Petitioner Companies, not later than two days before the date fixed for the hearing of the Petition. Where he/she seeks to oppose the Petition, the grounds of opposition or a copy of the affidavit intended to be used in opposition to the Petition, should be filed with Hon'ble Tribunal and a copy thereof be served on the Advocate of the Petitioner Companies, not later than two days before the date fixed for hearing.

A copy of the Petition will be furnished by the undersigned to any person requiring the same on payment of the prescribed charges for the same.

Dated this 16th day of November 2024

Sd/-
Mr. Hemant Sethi,
Advocates for the Second Petitioner Company,
307 Ram Nimi Building, 3rd Floor,
Mandlik Road, Colaba, Mumbai - 400005

ATTENTION TAXPAYERS!

HOLDING FOREIGN ASSETS/ EARNING FOREIGN INCOME

PLEASE FILL THE
**FOREIGN ASSET / FOREIGN
SOURCE INCOME SCHEDULE**
IN YOUR ITR

LAST DATE TO FILE BELATED AND
REVISED ITR FOR AY 2024-25 : **31ST DECEMBER, 2024**



IF YOU ARE



A TAX RESIDENT OF INDIA
IN THE PREVIOUS YEAR, AND



OWN FOREIGN ASSETS
(FA) OR



HAVE EARNED FOREIGN INCOME
DURING THE PREVIOUS YEAR

FOREIGN ASSETS (FA) INCLUDE

- Foreign Bank Accounts
- Foreign Equity and Debt Interest
- Foreign cash value insurance contract or annuity contract
- Trusts, outside India, in which you are a Trustee, Beneficiary or Settlor
- Financial Interest in any Entity/Business
- Account(s) in which you have Signing Authority
- Immovable Property
- Any other Capital Asset
- Foreign Custodial Account
- Any other Foreign Assets as held and prescribed in Schedule FA

ATTENTION

A RESIDENT IN INDIA MUST MANDATORILY FILL FA/FSI SCHEDULE FOR THE FOREIGN ASSETS/INCOME HELD AT ANY TIME DURING THE CALENDAR YEAR 2023

Even if, income is below taxable limit

Even if, Foreign Asset is acquired from disclosed sources

Please choose correct ITR form (other than ITR-1 & ITR-4)

Please Note: Failure to disclose a foreign asset/income in the ITR can attract a penalty of Rs. 10 lakh, under the Black Money (Undisclosed Foreign Income and Assets) and Imposition of Tax Act, 2015.

IDFC FIRST Bank Limited

IDFC FIRST Bank

ALWAYS YOU FIRST

IDFC FIRST Bank Tower, The Square, C-61, G Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051.
Registered Office: KRM Tower, 7th Floor, No.1 Harrington Road, Chetpet, Chennai 600 031.

Sale of Financial Assets by IDFC FIRST BANK LIMITED under Swiss Challenge Method

In terms of the Bank's Policy on Sale of Financial Assets/Loan accounts read with the regulatory guidelines, IDFC FIRST Bank hereby invites Expression of Interest (EOI) from Interested Asset reconstruction companies/non-banking financial companies/Banks/Financial institutions and eligible entities for purchase of Non - Performing Assets ("NPA") on the terms and conditions mentioned herein under "Swiss challenge method". It is hereby clarified that confirmation of successful bidder will be subject to final approval by the competent authority of the bank.

Brief details of financial assets IDFC FIRST Bank invites bids from eligible parties to acquire the pool of financial assets / Loan accounts as detailed below.

No. of Loan A/cs	Products	Principal Outstanding as on 1 st Nov'24	Base bid	Minimum mark up needed	Terms of Sale
25,470	Two Wheeler and Micro Finance Term Loans	₹92,93,03,735	40% on principal outstanding	5% on base bid	Cash basis

Timelines to be adhered to

Sl.No	Activity	Date
1	Submission of Expression of Interest & Execution of Non Disclosure Agreement	19 th Nov
2	Sharing of Preliminary Information memorandum (PIM)	20 th Nov
3	Closure of Due diligence	26 th Nov
4	Submission of counter bid	27 th Nov
5	Declaration of successful bidder & Execution of assignment agreement	28 th Nov

For more details and terms and conditions visit: <https://www.idfcfirstbank.com/content/dam/idfcfirstbank/pdf/Swiss-Challenge-notification-for-Sale-of-written-off-assets-of-the-Bank.pdf>
Date: 17th Nov 24

Sd/-
Authorised Signatory
For IDFC FIRST Bank Limited

Place: Mumbai

भारतीय सूचना प्रौद्योगिकी संस्थान, पुणे
Indian Institute of Information Technology, Pune
(An Institute of National Importance, by an Act of Parliament)

No: IIITP/Rec_OA/2024/4700 Date: 16.11.2024

RECRUITMENT NOTICE FOR APPOINTMENT ON TEMPORARY BASIS ON CONTRACT THROUGH OUTSOURCED AGENCY

Indian Institute of Information Technology (IIIT) Pune is an Institute of National Importance, established under Public-Private-Partnership (PPP) mode under an Act of Parliament, Ministry of Education (MoE), Government of India. Applications are invited from eligible candidates against the following advertisement.

Sl. No.	Name of Post	Required Qualification	Required Experience	Remuneration
1	Placement Officer (No of post-01)	Essential: Post Graduation with minimum 55% marks in any discipline from recognized University / Institute. Desirable: Preference will be given to the candidates having MBA / ME / M Tech / higher educational qualification from recognized Institute	Essential: 1. Relevant work experience of at least one year. 2. A good oral and written communication skills in English / Hindi. Desirable: 1. Experience in Educational Institute of national repute like IITs/NITs/IIITs will be a distinct advantage. 2. The candidate should be able to work independently and should have excellent communication and interpersonal skills and multi-tasking abilities.	Consolidated Rs. 55,000/- to Rs. 70,000/- per month

- The eligible candidate may apply by filling of application through Google Form (please see the <https://iiitp.ac.in/careers> OR Link). The last date & time to filling of application is **25th November 2024 up to 11.00 PM**.
- Filling of Google Form is Mandatory, after that the Institute will shortlist the eligible candidates and intimate them to attend the Interview (physical mode only) later. Venue for the Interview is mentioned below:
Indian Institute of Information Technology, Pune, Survey No. 9/1/3, Ambegaon Budruk, Sinhgad Institute Road, Pune-411041
- It may be noted that the engagement of Placement officer will be through the Outsourcing Agency, engagement through the outsourcing agency doesn't confer any right for subsequent absorption in IIIT Pune. The engagement may be terminated at any time.
- Any updates or amendments will be published on the Institute website (www.iiitp.ac.in) only.

Registrar

For further assistance, visit www.incometax.gov.in



For more information, Scan QR code



Income Tax Department
Central Board of Direct Taxes

@IncomeTaxIndia
@IncomeTaxIndia.Official
@IncomeTaxIndiaOfficial
@IncomeTaxIndiaOfficial
IncomeTaxIndia.gov.in

मणिपूरमध्ये पुन्हा हिंसा

पीटीआय, इम्फाळ

प्रशासनात इम्फाळ पश्चिममध्ये बेमुदत जमावबंदी लागू केली आहे. गेल्या आठवड्यात ११ नोव्हेंबरला जिरिबाम जिल्ह्याच्या बोरोबेक्ना उपविभागामध्ये जाकुरादोर कारागं येथे सुरक्षा दलांबरोबर झालेल्या चकमकीत कुकी-झो समुदायाचे १० बंडखोर ठार झाले होते. त्यावेळी मदत शिविरामधील काही व्यक्ती बेपत्ता झाल्या होत्या. त्यापैकी दोघांचे मृतदेह दुपट्या दिवशी शोधमोहिमेदरम्यान सापडले

जणांचे मृतदेह शुक्रवारी मणिपूर-आसामच्या सीमेवर जिरि आणि बराक नद्यांच्या संगमाजवळ सापडले. यानंतर नागरिकांमध्ये संतापाची लाट पसरली आणि त्यांनी निदर्शने सुरू केली.

यूनियन बँक ऑफ इंडिया
Union Bank of India
राष्ट्राध्यक्ष एपी गायत्री, जलामांगल मंगल कार्यालयासमोर भंडारा - ४४१९०४.

**(नियम - ८ (१))
ताबा सुचना
(स्थायर मालमत्तेकरिता)**

ज्याअर्थी, सिक्कीरियाग्रेशन अँड रिक्न्स्ट्रक्शन ऑफ फायनान्सीअल असेट्स अँड एफ्कोसिमेंट ऑफ सिक्कीरिया इंस्टेस्ट अँड, २००२ च्या अंतर्गत खालील हस्ताक्षरकर्ता हे युनियन बँक ऑफ इंडिया, भंडारा एपी गायत्री स्टेशन रोड, जलामांगल मंगल कार्यालयासमोर भंडारा - ४४१९०४ यांचे अधिकृत अधिकारी आहे. तसेच सिक्कीरिया इंस्टेस्ट (एफ्कोसिमेंट) (व्हिदीय) रुल्स २००२ (२००२ चे अँड ५४) चे सेक्शन १३ (१२) च्या अधिनियम वाचला जाणार रत ३ च्या अंतर्गत कर्जदार श्री. विलास तिपाजी गणगे (गणगे). साईकुम अंतोमोबाईन्स) आणि जमानतदार श्री. धरनास तिमाजी गणगे यांना मागणी सूचना दि. २८.१२.२०२३ ला देऊन सुचवत द्याविलेली रक्कम रु. ३,९९,६७६.०० (तीन लक्ष नव्याण्वण हजार सहस्रो शहातर फक्ता) ही सुचना प्रानीनंतर ६० दिवसांचा आत भरपाई करण्याच्या उद्देशाने सुचना मध्ये दर्शविलेल्या तारखेला दिली होती.

संपूर्ण रक्कमेची भरपाई करण्याकरिता कर्जदार असमर्थ सिद्ध ठरल्यामुळे तसेच आम जनतेला याद्वारे सुचना देण्यात येते की, खालील दिलेल्या १३ (४) सह वाचला जाणाऱ्या अँड रूल् ३ च्या अंतर्गत खालील हस्ताक्षरकर्त्याने खालील दिलेल्या संपत्तीच्या साबेतेक ताबा १६,११,२०२४ ला घेतला आहे.

विशेष करून कर्जदार तसेच आम जनतेला या द्वारे वरील संपत्तीच्या विषयी काहीही वेगळे घेणे न करण्याकरिता जागृत केले जात आहे. असे कोणतेही व्यवहार हे युनियन बँक ऑफ इंडिया, भंडारा एपी गायत्री स्टेशन रोड, जलामांगल मंगल कार्यालयासमोर भंडारा - ४४१९०४, यांच्या अधिष्ठात सहित रु. ३,९९,६७६.०० (तीन लक्ष नव्याण्वण हजार सहस्रो शहातर फक्ता) आणि त्यावरील व्याज रक्कमेच्या अर्थीन असातील.

सुरक्षित मालमत्तेचे पुर्तता करण्यासाठी उपलब्ध वेळेच्या बाबतीत सरफेसी अधिनियमामुळे कलम १३ मधील उप-कलम (८) मधील तरतुदीसाठी कर्जदाराचे लक्ष निर्मात केले जात आहे.

संपत्तीचे विवरण

मालमत्ता क्र. ५१० च्या तो सर्व भाग, गट क्रमांक ३८५/ए/२, जुना गट क्रमांक २३८, मोजा - परसाडी (ठाणा पुढीलपुर्ण) ग्रामपंचायत क्षेत्र, ता. - जि. - भंडारा - ४४१९०६. चतुःसिमा :- पूर्वेला - विलास गणगे यांचे घर व जमीन, पश्चिमेला - लवाजी गणगे यांचे घर, उत्तरेकडे - नंदोरा रोड, दक्षिणेकडे - गट क्रमांक ३८५/ए/१ ची जमीन.

दिनांक १६.११.२०२४
स्थळ : भंडारा

अधिकृत अधिकारी
यूनियन बँक ऑफ इंडिया
(इंग्रजीतील मूळ मजकूर प्रायशः पर्ययात येईल)

शिक्षक सहकारी बँक लि. (रेग्युलेट बँक)		मुख्य कार्यालय, गांधीसागर, महाल, नागपूर-४४०११८		
ताबा सुचना (अचल संपत्ती हेतू)				
अ. क्र.	कर्जदार/गहाणदाराचे नाव	सरफेसी नोटीसीची व ताबा घेतल्याची तारीख	नोटीसीच्या नमुद असलेली रक्कम (रु)	संपत्तीचे विवरण
1.	कमाल शाखा :- 1) भै. रजा आईस वरस (कर्जदार) तर्फे प्रोप्रायटर र. अब्दुल जब्बार अब्दुल रज्जाक (प्रप्रायटर/गहाणदार) तर्फे कायदेशीर वारसदार अ) श्रीमती नेकपरवीन अब्दुल जब्बार शेख ब) श्री इम्रान शेख अब्दुल गहाण शेख क) कुमारी श्यामा अब्दुल जब्बार शेख ड) कुमारी फरहनाज अब्दुल जब्बार शेख 2) श्री अब्दुल गफफार (गहाणदार) 3) श्री शेख तय्यब (गहाणदार) 4) श्री अब्दुल सत्तार (गहाणदार) 5) श्री अब्दुल नबी (गहाणदार)	डिमांड नोटीस 19/08/2024 ताबा दिनांक 11/11/2024	दिनांक 31/07/2024 पर्यंत रु. 2,04,938.97 व त्यावरील दिनांक 01/08/2024 पासून 19.00 टक्के दराने पुढील व्याज व इतर खर्च कॅश कॅडिट कर्जाकरिता आणि दिनांक 31/07/2024 पर्यंत रु. 1,79,94,104.28 व त्यावरील दिनांक 01/08/2024 पासून 19.00 टक्के दराने पुढील व्याज व इतर खर्च टर्म लोन प्लॅन्ट/मशीनीरी कर्जाकरिता.	1) स्व. अब्दुल जब्बार अब्दुल रज्जाक शेख तर्फे कायदेशीर वारसदार यांचे मालकीची संपत्ती नझुल प्लॉट क.63, कॉरपोरेशन घर क्रमांक 496, पश्चिमकडील भाग, वॉर्ड क.38, सिटी सईफे क.4, मोजा नागपूर, एनआयटी व एनएमसी यांचे हद्ददीतील, डि-5, सर्कल नं.11/17, संतरीजीपुरा, इंतवारी, नागपूर ज्याचे क्षेत्रफळ 341.00 चौ.फुट व त्यावरील बांधकामासह. 2) स्व. अब्दुल जब्बार अब्दुल रज्जाक शेख तर्फे कायदेशीर वारसदार यांचे मालकीची संपत्ती कॉरपोरेशन घर क्रमांक 496/३, वॉर्ड क.38, सिटी सईफे क.288 प्लॉट क.144, चलता क. 212 मोजा नागपूर, एनआयटी व एनएमसी यांचे हद्ददीतील सर्कल क.11/17, संतरीजीपुरा, इंतवारी, नागपूर ज्याचे क्षेत्रफळ 280.00 चौ.फुट व त्यावरील बांधकामासह. 3) श्री अब्दुल गफफार, श्री शेख तय्यब, श्री अब्दुल सत्तार व श्री अब्दुल नबी यांचे मालकीची संपत्ती कॉरपोरेशन घर क्रमांक 120 (जुना) 519 (नविन), सर्कल क.11/17, डि-3, सिटी सईफे क.144-509, मोजा नागपूर, एनआयटी व एनएमसी यांचे हद्ददीतील, संतरीजीपुरा, इंतवारी, नागपूर ज्याचे क्षेत्रफळ 150.40 चौ.मी. व त्यावरील बांधकामासह.
2.	कमाल शाखा :- 1) भै. मोहक कन्स्ट्रक्शन (कर्जदार) तर्फे प्रोप्रायटर श्री राजकुमार दिपचंद सचदेव (प्रोप्रायटर/गहाणदार) 2) श्री सुरेश दिपचंद सचदेव (सहआयदेक/गहाणदार)	डिमांड नोटीस 19/08/2024 ताबा दिनांक 11/11/2024	दिनांक 31/03/2012 पर्यंत रु. 12,45,037.20 व त्यावरील दिनांक 01/04/2012 पासून 20.00 टक्के दराने पुढील व्याज व इतर खर्च	श्री राजकुमार दिपचंद सचदेव व श्री सुरेश दिपचंद सचदेव यांचे मालकीची संपत्ती नझुल प्लॉट क्रमांक 253, कॉरपोरेशन घर क्रमांक 242, सिटी सईफे क.584, जिटा क्रमांक 257/9, मोजा जरीपटका, वॉर्ड क.58, (शुना 58), एनआयटी व एनएमसी यांचे इद्ददीतील, जरीपटका, तहसील व जिल्हा नागपूर ज्याचे एकूण क्षेत्रफळ 139.354 चौ.मी. (1500 चौ.फुट) व त्यावरील संपूर्ण बांधकामासह

या सुचनेद्वारे कर्जदार/गहाणदार व आम जनतेला सुचित करण्यांत येते की, या सदर मालमत्तेबाबत कुठल्याही प्रकारच्या खरेदी-विक्रीचा, गहाण अथवा बहिषा इ. व्यवहार करू नये केल्यास तो बँकेला बंधनकारक राहणार नाही. तसे केल्यास तसे व्यवहार अंधेध समजाण्यांत येतील.

स्थान:- नागपूर
दिनांक:- 16/11/2024

अधिकृत अधिकारी
शिक्षक सहकारी बँक लि., नागपूर. मो.बा. 9975719100

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ताबा सुचना (स्थायर मालमत्तेकरिता)

ज्याअर्थी, खालील सही करणारा विलीय प्रतिभूतिकरण व पूर्वरचना आणि प्रतिभूती अंमलबजावणी (दुसरा) अध्यादेश अधिनियम, 2002 (अर्ड २०२२ चा 3) अंतर्गत बँक ऑफ बरोडाचे प्रधिकृत अधिकारी या नात्याने आणि प्रतिभूती हिताधिकार अंमलबजावणी नियमावली 2002 च्या नियम 3 सह वाचण्या जाणाऱ्या कलम 13(12) अंतर्गत प्रदान केलेल्या अधिकारांचा वापर करून दि. 23.08.2024 ला डिमांड नोटीस जारी केली गेली होती. ज्यामध्ये खालील कर्जदार **मेरस कायान्यानी इंटरप्रायजेस भागीदार तुषार किशोर दिव्यकर आणि शेता तुषार दिव्यकर** यांना नमुद केली रक्कम रु. 73,14,270.07 (रुपये **सात लाख चौदा हजार दोनशे सतर आणि सात पैसे फक्ता**) तसेच न **आकारलेला व्याज + बँडालक व्याज + इतर कायदेशीर शुल्क** सुचना मिळाल्यापासून 60 दिवसांच्या आत भेटव घ्याव्यात तारखेनुसार.

कर्जदार यांनी या रक्कमेची परतफेड न केल्यामुळे एतद्द्वारे कर्जदार आणि सर्व सामान्य जनतेला सुचित करण्यात येते की खालील सही करणारी-यांनी उक्त नियमावलीच्या नियम 8 सह वाचल्या जाणाऱ्या आणि उक्त अधिनियमाच्या कलम 13(4) अंतर्गत खालील हस्ताक्षरकर्त्याने सिक्कीरिया इंस्टेस्ट (एफ्कोसिमेंट) रुल्स, 2002 त्यांना प्रदान केलेल्या अधिकारांचा वापर करून बँकेस गहाण असलेल्या मालमत्तेचा ताबा बँकेने दि. 13 नोव्हेंबर 2024 रोजी घेतला आहे.

तरी विशेषतःकरून कर्जदार, जमानतदार, गहाणदार आणि सर्व सामान्य जनतेला एतद्द्वारे ताकीद देण्यात येते की त्यांनी या संपत्तीबाबत कोणताही व्यवहार करू नये आणि या संपत्तीचा कोणताही व्यवहार केल्यास **बँक ऑफ बरोडा लक्षनीनगर शाखा, नागपूर ये रक्कमेसाठी शुल्क रु. 73,14,270.07 (रुपये स्याहातर लाख चौदा हजार दोनशे सतर आणि सात पैसे फक्ता) तसेच न आकारलेला व्याज + बँडालक व्याज + इतर कायदेशीर शुल्क** कर्जदारांनी लक्ष घ्यावे की सेक्शन 13 च्या सब-सेक्शन (8) च्या प्राधान्यानुसार मालमत्ता परत सोडविण्याकरिता उपलब्ध वेळेमध्ये आम्हांजि ते केले आहे.

स्थायर मालमत्तेचे विवरण

जमिनीचा 27.72 अविभाजी हिस्सा, जपारदंटे नं. 5, दुसरा मजला विनीत अपार्टमेंट नवाने ओळखली जाणारी बिल्डिंग, प्लॉट नं. 200बी.छा. नं. 19 / 1, 20, 21 प्लॉट नं. 05, सिटी सर्वे नं. 05 एनएमसी हाऊस नं. 4017 / 200-बी मोजा भामटी, वॉर्ट नं. 75 एनएमसी चा हद्दित ता. आणि जि. नागपूर मातक. श्री. किशोर आर. दिव्यकर.

सही /- श्री. अमित बनारसी
मुख्य व्यवस्थापक आणि अधिकृत अधिकारी
बँक ऑफ बरोडा,
(इंग्रजीतील मूळ मजकूर प्रायशः पर्ययात येईल)

प्रत्यक्ष ताबा सूचना

ICI Home Finance | नोंदीकृत कार्यालय: आरसीआयसीआय बँक टॉवर, बांध-कुर्ला कॉम्प्लेक्स, वॉर्ड (पूर्व), मुंबई-400051.
कॉर्पोरेट कार्यालय: आरसीआयसीआय एम्प्लॉय टॉवर, जेजे नगर, अंधेरी पूर्व, मुंबई-400059.
शाखा कार्यालय: दुकान क्र. 301, 302, 303, तिस्ता भवना, नेमस्ट लेव्हल मॉल, हॉटेल ग्रँड मॉडर्नसमोर, कॅम्प वेड, अमनबाई-444601.
ज्याअर्थी, निम्नव्याखरीकार हे आरसीआयसीआय होम फायनान्स कंपनी लिमिटेडचे प्रधिकृत अधिकारी असून त्यांनी सिक्कीरियाग्रेशन अँड रिक्न्स्ट्रक्शन ऑफ फायनान्सीअल असेट्स अँड एफ्कोसिमेंट ऑफ सिक्कीरिया इंस्टेस्ट अँड, 2002 अंतर्गत आणि सिक्कीरिया इंस्टेस्ट (एफ्कोसिमेंट) रुल्स, 2002 मधील नियम 3 सह वाचण्यात येणाऱ्या कलम 13(12) अंतर्गत प्रदान केलेल्या अधिकारांचा वापर करित एक मागणी सूचना पुढीलप्रमाणे जारी केली आहे. कर्जदार सर रक्कमेची परतफेड करण्यात आल्यानंतर उरलेल्या याद्वारे कर्जदारांना आणि सर्व लोकांना सुचित करण्यात येते की सिक्कीरिया इंस्टेस्ट (एफ्कोसिमेंट) रुल्स, 2002 मधील नियम 8 सह वाचण्यात येणाऱ्या सदर अधिनियमातील अनुच्छेद 13(4) अंतर्गत बहाल करण्यात आलेल्या अधिकारांचा वापर करित खाली नमुद मालमत्तेचा ताबा घेतलेला आहे. विशेष करून जमानतदार आणि कर्जदार व सर्व सामान्य जनतेला एतद्द्वारे वरील संपत्तीच्या विषयी काहीही वेगळे घेणे न करण्याकरिता जागृत केले जात आहे. तसेच पुढील संपत्तीचे व रक्कमेवरील व्याजाचे आणि अन्य खर्चाचे वेगवेगळे बँक ऑफ बरोडा, शाखेचे व्याज सह इतर प्रभावीकरण राहिल. सुरक्षित मालमत्तेची पुर्तता करण्यासाठी कायदव्याच्या कलम 13 मधील उप-कलम (8) मधील तरतुदीनुसार कर्जदारांचे लक्ष केंद्रित केले आहे.

अ. क्र.	कर्जदाराचे / सह-कर्जदाराचे नाव / कर्ज खाते क्रमांक	मालमत्तेचे वर्णन /ताबा दिनांक	मागणी सूचनेचा दिनांक / मागणी सूचनेतील रक्कम (रु.)	शाखेचे नाव
1	सुनील गणपंत मिश्रा (कर्जदार), करुणा सुनील मिश्रा (सह-कर्जदार), NHAM100001253626.	प्लॉट क्र. 63 दक्षिण भाग, क्षेत्रफळ सुमारे 227.610 चौ.मी., जेत स.क्र. 4/2-ए, विवेकानंद सोसायटी, गमकुण आश्रमजवळ, मोजा उमसत, चवत्तमाड, स.क्र. 4/2-ए, चवत्तमाड, महानंद-445001. चतुःसिमा:- उत्तरे-लेआउट प्लॉट क्र. 63 चा उर्वरित भाग, दक्षिणे-लेआउट प्लॉट क्र. 64, पूर्वेस - 30 फुट लेआउट रस्ता, पश्चिमे-लेआउट प्लॉट क्र. 58. / ताबा दिनांक- 12-नोव्हें-2024	20-07-2024 रु. 10,22,834/-	आयवरी-बी

याद्वारे नमुद कर्जदार/जामीनदारांना धरक्याची रक्कमेची परतफेड करण्यासाठी 13 दिवसांनी सूचना देण्यात येते. सदर सूचना प्रकाशित होण्याच्या दिनांकापासून 30 दिवसांचे आत धरक्याचीच भरणा न केल्यास सिक्कीरिया इंस्टेस्ट (एफ्कोसिमेंट) रुल्स, 2002 मधील नियम 8 व 9 अंतर्गत असलेल्या तरतुदीनुसार मालमत्तीची विक्री करण्यात येईल.

दिनांक: 17 नोव्हेंबर, 2024
स्थान: अमनबाई

प्राधिकृत अधिकारी
आयसीआयसीआय होम फायनान्स कंपनी लिमिटेड

इक्विटास स्मॉल फायनान्स बँक लि.
एफ्कोसिमेंट ऑफ सिक्कीरियाग्रेशन अँड रिक्न्स्ट्रक्शन ऑफ फायनान्सीअल असेट्स अँड एफ्कोसिमेंट ऑफ सिक्कीरिया इंस्टेस्ट अँड, 2002 आणि सिक्कीरिया इंस्टेस्ट (एफ्कोसिमेंट) नियम २००२ मधील नियम ३ सह वाचले जाणारे कलम १३(१२) अन्वये प्राप्त झालेल्या अधिकाऱ्यानुसार कर्जदार आर्ट्स वॉटर्सटीकर प्रा.लि. यांना दि.१२/०८/२०२४ रोजी मागणी सुचना पाठवून त्यांनी रक्कम रु.१,२०,९९,५५९.२४ (रुपये एक करोड सतावीस लाख नव्वदासह हजार पाचशे एकोनसात व पैसे चौथीस केवळ) आणि दि.१२/०८/२०२४ पासूनचे पुढील व्याज त्यांना नोटीस मिळाल्यापासून ६० दिवसांचे आंत भरपास कळविले होते.

उपरोक्त नोटीसप्रमाणे मागणी केलेली रक्कम मुदतीत भरण्यास कर्जदार यांनी कसूर केलेली आहे. ज्या अर्थी, कर्जदार/जामीनदार व त्यांना जनतेस कळविण्यात येते की, खालील सही करणार यांनी खालील परिशिष्टात नमूद केलेल्या मिळकतीचा उपरोक्त कायद्याचे नियम ८ सह वाचले परलियम १३(४) अन्वये दिनांक १३ नोव्हेंबर, २०२४ रोजी ताबा घेतला आहे.

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अचल मालमत्तेचे विवरण

शारदाबाई गणपतलाल गुप्ता यांचेशी संबंधीत रहिवाशी इमारत ज्याचा सर्व्हे क्र. जुना नपा घर क्र.१५२, नवीन क्र. W१५०००१५४, वॉर्ड क्र.१५, देऊळगाव, बुलढाणा-४४१४०१, एकूण क्षेत्रफळ ७२.९० चौ.मी., ज्याची चतुःसिमा..

पश्चिमेस : रस्ता
दक्षिणेस : श्री.वालेकर यांचे घर

डिमाण : देऊळगाव, बुलढाणा
दिनांक : १२/११/२०२४
(टिप : स्वरू भाषांतर, तक्रार पत्रकच्या मूळ इंग्रजी प्राद) भारतीय स्टेट बँक (साई), छत्रपती संभाजीनगर

OSBI
(अचल मालमत्तेसाठी) **ताबा सूचना** [नियम-८(१)]

ज्या अर्थी खालील सही करणार भारतीय स्टेट बँक यांचे अधिकृत अधिकारी यांनी दि सिक्कीरियाग्रेशन अँड रिक्न्स्ट्रक्शन ऑफ फायनान्सीअल असेट्स अँड एफ्कोसिमेंट ऑफ सिक्कीरिया इंस्टेस्ट अँड, २००२ आणि सिक्कीरिया इंस्टेस्ट (एफ्कोसिमेंट) नियम २००२ मधील नियम ३ सह वाचले जाणारे कलम १३(१२) अन्वये प्राप्त झालेल्या अधिकाऱ्यानुसार कर्जदार आर्ट्स वॉटर्सटीकर प्रा.लि. यांना दि.१२/०८/२०२४ रोजी मागणी सुचना पाठवून त्यांनी रक्कम रु.१,२०,९९,५५९.२४ (रुपये एक करोड सतावीस लाख नव्वदासह हजार पाचशे एकोनसात व पैसे चौथीस केवळ) आणि दि.१२/०८/२०२४ पासूनचे पुढील व्याज त्यांना नोटीस मिळाल्यापासून ६० दिवसांचे आंत भरपास कळविले होते.

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अचल मालमत्तेचे विवरण

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पश्चिमेस : श्री.एस.एन. पांरिख यांचे घर
दक्षिणेस : श्री.वालेकर यांचे घर

डिमाण : देऊळगाव, बुलढाणा
दिनांक : १२/११/२०२४
(टिप : स्वरू भाषांतर, तक्रार पत्रकच्या मूळ इंग्रजी प्राद) भारतीय स्टेट बँक (साई), छत्रपती संभाजीनगर

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रुल 8(1) ताबा सुचना (अचल संपत्ती करिता)

ज्याअर्थी, निम्नव्याखरीकार हे बँक ऑफ इंडिया, चे प्राधिकृत अधिकारी असून त्यांनी सिक्कीरियाग्रेशन अँड रिक्न्स्ट्रक्शन ऑफ फायनान्सीअल असेट्स अँड एफ्कोसिमेंट ऑफ सिक्कीरिया इंस्टेस्ट, (दुसरा) एस्ट 2002, च्या अंतर्गत आणि सिक्कीरिया इंस्टेस्ट (एफ्कोसिमेंट) रुल्स, 2002 मधील नियम 3 सह वाचल्या जाणाऱ्या कलम 13(12) अंतर्गत बहाल करण्यात आलेल्या अधिकारांचा वापर करित खाली नमुद मागणी सूचना प्रेषित केली ज्यात खाली नमुद रक्कमेच्या भरणा ती सुचना प्राप्त होण्याच्या दिनांकापासून 60 दिवसांचे आत परतफेड करण्यात आणाव्यत करण्यात आलाहो.

कर्जदार मालमत्ती सुचनेत नमुद रक्कमेची परतफेड न केल्याने कर्जदारांना व सर्वसामान्य जनतेस याद्वारे सुचित करण्यात येते की निम्नव्याखरीकारांनी सिक्कीरिया इंस्टेस्ट (एफ्कोसिमेंट) रुल्स मधील नियम 8 सह वाचण्यात येणाऱ्या सदर अधिनियमाच्या अनुच्छेद 13 मधील उप-विभाग (4) अंतर्गत बहाल करण्यात आलेल्या अधिकारांचा वापर करित खाली वर्णन केलेल्या मालमत्तेचा **साबेतेक ताबा** घेतलेला आहे.

विशेष करून जमानतदार आणि कर्जदार व सर्व सामान्य जनतेला एतद्द्वारे वरील संपत्तीच्या विषयी काहीही वेगळे घेणे न करण्याकरिता जागृत केले जात आहे. तसेच पुढील संपत्तीचे व रक्कमेवरील व्याजाचे आणि अन्य खर्चाचे वेगवेगळे बँक ऑफ इंडिया, शाखेचे व्याज सह इतर प्रभावीकरण राहिल. सुरक्षित मालमत्तेची पुर्तता करण्यासाठी कायदव्याच्या कलम 13 मधील उप-कलम (8) मधील तरतुदीनुसार कर्जदारांचे लक्ष केंद्रित केले आहे.

शाखेचे नाव	कर्जदाराचे नाव	कर्जाची बकाया रक्कम	मांग सुचनेची तारीख	ताबा घेण्याची तारीख	अचल संपत्तीचे वर्णन
सोमनाथलाडा शाखा	श्री. स्वप्न विलीपराय कडु	रु. 28,19,000/- + आणि त्यावरील व्याज	03.09.2024	14-11-2024	न्याय्य गहाण असलेली प्लॉट/अपार्टमेंट 102 चा सर्व भाग आणि तुळजा, दुसरा मजल्यावर, 'विश्वनाथ अपार्टमेंट' या नावाने ओळखली जाणारी बिल्डिंग, प्लॉट नं. 13, हाऊस नं. 3280/ए/13, वॉर्ड नं. 20, मोजा-विठोरी, सिटी सर्वे नं. 292, रा. सर्वश्री नगर, सर्वश्री वरिष्ठ आणि कमिन्स कॉलेज, नागपूर (महा) <p>प्लॉट वी चतुर्सिमा- पूर्वेः प्लॉट नं. 14, पश्चिमः प्लॉट नं. 12, उत्तरः रोड, दक्षिणः लेआउट सीमा</p> <p>अपार्टमेंट वी चतुर्सिमा- पूर्वेः प्लॉट वी मारिजल जागा आणि त्यानंतर प्लॉट नं. 14, पश्चिमः प्लॉट वी मारिजल जागा आणि त्यानंतर प्लॉट नं. 12, उत्तरः पाय-या आणि त्यानंतर रोड, दक्षिणः प्लॉट वी मारिजल जागा आणि त्यानंतर लेआउटची सीमा</p>

दिनांक : 17/11/2024
स्थान : नागपूर

सही /-
अधिकृत अधिकारी बँक ऑफ इंडिया
نوٹ : संबंघित जाहिरातेचा भाषांतर इंग्रजीवरून करण्यात आले आहे, तरी अधिक अचूक माहितीसाठी इंग्रजी जाहिरात प्रायशः पर्ययात येईल.

इक्विटास स्मॉल फायनान्स बँक लि.
एफ्कोसिमेंट ऑफ सिक्कीरियाग्रेशन अँड रिक्न्स्ट्रक्शन ऑफ फायनान्सीअल असेट्स अँड एफ्कोसिमेंट ऑफ सिक्कीरिया इंस्टेस्ट अँड, 2002 आणि सिक्कीरिया इंस्टेस्ट (एफ्कोसिमेंट) नियम २००२ मधील नियम ३ सह वाचले जाणारे कलम १३(१२) अन्वये प्राप्त झालेल्या अधिकाऱ्यानुसार कर्जदार आर्ट्स वॉटर्सटीकर प्रा.लि. यांना दि.१२/०८/२०२४ रोजी मागणी सुचना पाठवून त्यांनी रक्कम रु.१,२०,९९,५५९.२४ (रुपये एक करोड सतावीस लाख नव्वदासह हजार पाचशे एकोनसात व पैसे चौथीस केवळ) आणि दि.१२/०८/२०२४ पासूनचे पुढील व्याज त्यांना नोटीस मिळाल्यापासून ६० दिवसांचे आंत भरपास कळविले होते.

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अचल मालमत्तेचे विवरण

शारदाबाई गणपतलाल गुप्ता यांचेशी संबंधीत रहिवाशी इमारत ज्याचा सर्व्हे क्र. जुना नपा घर क्र.१५२, नवीन क्र. W१५०००१५४, वॉर्ड क्र.१५, देऊळगाव, बुलढाणा-४४१४०१, एकूण क्षेत्रफळ ७२.९० चौ.मी., ज्याची चतुःसिमा..

पश्चिमेस : रस्ता
दक्षिणेस : श्री.वालेकर यांचे घर

डिमाण : देऊळगाव, बुलढाणा
दिनांक : १२/११/२०२४
(टिप : स्वरू भाषांतर, तक्रार पत्रकच्या मूळ इंग्रजी प्राद) भारतीय स्टेट बँक (साई), छत्रपती संभाजीनगर

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कई संकलन व वसुली विभाग मुंबई विभाग, मुंबई विभाग, 134, इतर मजला, जेजे नगर, 11 नोव्हेंबर 2024, मुंबई-400 021
सौ आरआरए: L65191K1931PLC000368
ई-मेल: mumlcrd@federalbank.co.in फोन क्र.-022 22022548 / 22028427
वेबसाईट: www.federalbank.co.in

नजरगहाणांतर्गत असलेल्या जंगम मत्तांच्या विक्रीसाठी विक्री सूचना

याद्वारे कर्जदार व जामीनदार आणि आम जनतेस सुचित करण्यात येते की दि फेडरल बँक लिमिटेड (सुधित धरके) 1) श्रीमती रेणु सिद्धनाथ तिवासे यांचेकडून दि फेडरल बँक लिमिटेड (सुधित धरके) यांना घेत असलेल्या दि. 03.12.2024 नुसार रु. 1,29,23,888.66 (रुपये एक कोटी एकोणतीस लाख तेवीस हजार आठशे अठ्ठाव्वेशी आणि सहाशष्ट पैसे फक्ता) यांच्या वसुलीच्या दिनांकापुढे पुढील व्याज, शुल्के व खर्चाच्या वसुलीसाठी दि. 03.12.2024 रोजी "जशी आहे तसे आहे", "जशी आहे तसे आहे" आणि "तेथे जे काही आहे" तत्त्वावर विक्री करण्यात येईल. लॉट क्र. 1 मध्ये नमुद नजरगहाण वाहनाची आरविश किंमत रु. 12,00,000/- (रुपये बारा लाख फक्ता), लॉट क्र. 2 मध्ये नमुद नजरगहाण वाहनाची आरविश किंमत रु. 20,00,000/- (रुपये दोन लाख फक्ता) लॉट क्र. 3 मध्ये नमुद नजरगहाण वाहनाची आरविश किंमत रु. 20,00,000/- (रुपये दोन लाख फक्ता) असेल. लॉट क्र. 1 मध्ये नमुद नजरगहाण वाहनाची बकाया रक्कम रु. 1,20,000/- (रुपये एक लाख बीस हजार फक्ता), लॉट क्र. 2 मध्ये नमुद नजरगहाण वाहनाची बकाया रक्कम रु. 2,00,000/- (रुपये दोन लाख फक्ता), लॉट क्र. 3 मध्ये नमुद नजरगहाण वाहनाची बकाया रक्कम रु. 2,00,000/- (रुपये दोन लाख फक्ता) असेल.

नजरगहाण वाहनांचे वर्णन

1	नजर
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SCHEME OF AMALGAMATION
OF
VARROC POLYMERS LIMITED
(“VPL” OR “TRANSFEROR COMPANY”)
WITH
VARROC ENGINEERING LIMITED
(“VEL” OR “TRANSFeree COMPANY”)
AND
THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013 (“the Act”)

(A) PREAMBLE

This Scheme of Amalgamation is presented under Sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013, as may be applicable, for amalgamation of Varroc Polymers Limited (previously known as Varroc Polymers Private Limited) with Varroc Engineering Limited (previously known as Varroc Engineering Private Limited) and their respective shareholders (“the Scheme”). This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

(B) BACKGROUND OF THE COMPANIES

- i. The Transferor Company was originally incorporated as “Mouldcraft (Hindustan) Private Limited” on 20 June 1995, a private limited company, with the Registrar of Companies, Maharashtra, under the provisions of the Companies Act, 1956. The name of the Transferor Company was changed from “Mouldcraft (Hindustan) Private Limited” to “Mouldcraft (Hindustan) Limited” and a fresh Certificate of Incorporation consequent upon the change of name was issued on 01 July, 1997. The name of the Transferor Company was further changed from “Mouldcraft (Hindustan) Limited” to “Mouldcraft (Hindustan) Private Limited” and a fresh Certificate of Incorporation consequent upon the change of name was issued on 27 January, 2001. The name of the Transferor Company was later changed from

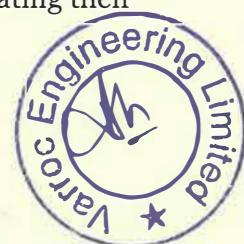


“Mouldcraft (Hindustan) Private Limited” to “Varroc Polymers Private Limited” and a fresh Certificate of Incorporation consequent upon the change of name was issued on 18 April, 2007. The name of the Transferor Company was further changed to “Varroc Polymers Limited” pursuant to its conversion into a public limited company and a fresh Certificate of Incorporation was issued on 13 September, 2022. The Registered Office of the Transferor Company is situated at Plot No. L-4, MIDC, Waluj, Aurangabad, Maharashtra, India, 431136. VPL is engaged in manufacturing of automobile components. The Transferee Company holds the entire equity share capital of the Transferor Company, along with its nominees. Accordingly, the Transferor Company is a wholly owned subsidiary of the Transferee Company.

- ii. The Transferee Company is a listed company incorporated in the name of “Varroc Engineering Private Limited” on 11 May, 1988, as a private limited company, with the Registrar of Companies, Maharashtra, under the provisions of the Companies Act, 1956. The name of the Transferee Company was changed from “Varroc Engineering Private Limited” to “Varroc Engineering Limited” and a fresh Certificate of Incorporation consequent upon the change of name was issued on 01 July, 1997. The name of the Transferee Company was further changed from “Varroc Engineering Limited” to “Varroc Engineering Private Limited” and a fresh Certificate of Incorporation consequent upon the change of name was issued on 24 January, 2001. The name of the Transferee Company was later changed from “Varroc Engineering Private Limited” to “Varroc Engineering Limited” and a fresh Certificate of Incorporation consequent upon the change of name was issued on 05 February, 2018. The Registered Office of the Transferee Company is situated at L-4, MIDC, WALUJ, Aurangabad, Maharashtra, India, 431136. VEL is engaged in manufacturing of automobile components and caters to customers both in the domestic and international markets. The equity shares of the Transferee Company are listed on the Stock Exchanges (as defined hereinafter).

(C) RATIONALE FOR THE SCHEME

The Transferor Company and Transferee Company are desirous of consolidating their businesses with the Transferee Company under scheme of amalgamation.



The proposed Scheme would, *inter-alia*, have the following benefits:

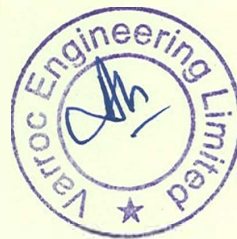
- Amalgamation will provide synergies by strengthening the operational capabilities and streamline operations which will result in efficiency of management and maximization of value for all the stakeholders;
- Improved creditworthiness, cash flows and debt servicing abilities of the Transferee Company post amalgamation;
- Pooling and more efficient utilization of the resources, leading to optimum use of infrastructure, cost reduction and efficiencies;
- Ensuring a streamlined group structure by reducing the number of legal entities in the group, reducing the administrative hassles and multiplicity of *inter-alia*, legal and regulatory compliances required at present.

(D) PARTS OF THE SCHEME:

This Scheme of Amalgamation is divided into the following parts:

- PART I** : Deals with definitions, interpretation and share capital;
- PART II** : Deals with the amalgamation of Varroc Polymers Limited with Varroc Engineering Limited;
- PART III** : Deals with consideration for amalgamation and accounting treatment;
- PART IV** : Deals with the general terms and conditions applicable to the Scheme.

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PART I

DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

1 DEFINITIONS

In this Scheme of Amalgamation, unless inconsistent with the subject or context, the following expressions shall have the meaning respectively assigned against them:

- 1.1 **“Act” or “the Act”** means the Companies Act, 2013 and the rules and regulations made thereunder, as the case may be, and shall include any statutory modifications, amendments or re-enactment thereof for the time being in force.
- 1.2 **“Appointed Date”** means 1st April, 2024 or such other date as may be approved by the National Company Law Tribunal, Mumbai Bench or any other competent authority .
- 1.3 **“Board of Directors” or “Board”** means the Board of Directors of the Transferor Company or of the Transferee Company as the context may require and shall, unless it be repugnant to the context or otherwise, include a duly constituted committee of directors or any person(s) authorised by the Board of Directors or such committee of directors.
- 1.4 **“DSIR”** means Department of Scientific and Industrial Research
- 1.5 **“Effective Date” or “coming into effect of this Scheme” or “upon the scheme being effective” or “effectiveness of the Scheme”** means the date on which the certified copy of the order of the National Company Law Tribunal, Mumbai Bench sanctioning this Scheme of Amalgamation is filed by the Transferor Company and the Transferee Company with the Registrar of Companies, Mumbai.
- 1.6 **“IT Act”** means the Income-tax Act, 1961 and the rules made there under, as may be amended or re-enacted from time to time.
- 1.7 **“NCLT” or “Tribunal”** means the National Company Law Tribunal, Mumbai Bench, the National Company Law Appellate Tribunal and any other competent authority as constituted and authorized as per the provisions of the Companies Act,

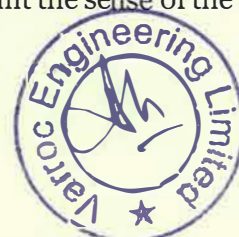


2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Section 230-232 of the Companies Act, 2013.

- 1.8 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 15 of this Scheme as approved or directed by the NCLT.
- 1.9 **“Stock Exchanges”** means BSE Limited and the National Stock Exchange of India Limited.
- 1.10 **“VEL”** or **“the Transferee Company”** means Varroc Engineering Limited, having CIN: L28920MH1988PLCo47335, (previously known as Varroc Engineering Private Limited), a company incorporated under the Companies Act, 1956 and having its Registered Office at L - 4, MIDC, Waluj, Aurangabad – 431136.
- 1.11 **“VPL”** or **“the Transferor Company”** means Varroc Polymers Limited, having CIN: U25209MH1995PLCo90037, (previously known as Varroc Polymers Private Limited), a company incorporated under the Companies Act, 1956 and having its Registered Office at Plot No. L-4, MIDC, Waluj, Aurangabad – 431136.

2 INTERPRETATION

- 2.1 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, shall have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time;
- 2.2 References to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme;
- 2.3 The headings herein shall not affect the construction of this Scheme;
- 2.4 Any phrase introduced by terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.



3 DATE OF TAKING EFFECT AND OPERATIVE DATE

- 3.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT or made under Clause 15 of this Scheme shall be effective from the Appointed Date but shall become operative from the Effective Date.

4 SHARE CAPITAL

- 4.1 The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company as on 31st March, 2024 is as under:

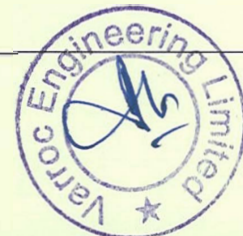
Particulars	Amount (in INR)
Authorized Share Capital	
54,90,000 Equity Shares of INR 10/- each	5,49,00,000
Total	5,49,00,000
Issued, Subscribed and Paid-up Share Capital	
5,29,100 Equity Shares of INR 10/- each, fully paid up	52,29,100
Total	52,29,100

Subsequent to 31st March, 2024, there has been no change in the Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company.

The entire issued, subscribed and paid-up equity share capital of the Transferor Company is held by the Transferee Company along with its nominees. Accordingly, the Transferor Company is a wholly owned subsidiary of the Transferee Company.

- 4.2 The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on 31st March, 2024 is as under:

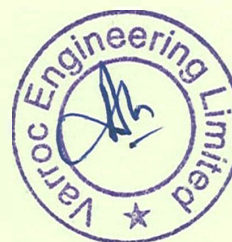
Particulars	Amount (in INR)
Authorized Share Capital	
25,45,00,000 Equity Shares of INR 1/- each	25,45,00,000
25,00,00,000 Preference Shares of INR 1/- each	25,00,00,000
Total	50,45,00,000
Issued, Subscribed and Paid-up Share Capital	



15,27,86,400 Equity Shares of INR 1/- each, fully paid up	15,27,86,400
Total	15,27,86,400

Subsequent to 31st March, 2024, there has been no change in the Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferee Company.

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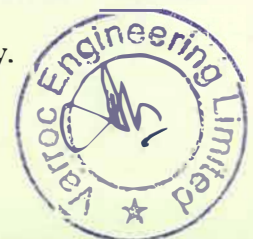


PART II

**AMALGAMATION OF TRANSFEROR COMPANY WITH TRANSFEREE
COMPANY**

5 TRANSFER AND VESTING OF UNDERTAKING

- 5.1 Upon the coming into effect of the Scheme and with effect from the Appointed Date, the entire business and the undertaking of the Transferor Company including all their properties and assets, (whether movable or immovable, tangible or intangible), manufacturing facilities (including all clearances and approvals), leasehold assets/rights and other offices and properties, real, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, all the receivables, advances, deposits etc., and assets of the Transferor Company comprising amongst others all plant and machinery, investments, and business licenses, permits, approvals, authorizations, sanctioned limits if any, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, advance and other taxes paid to the authorities, brand names, trademarks, copy rights, lease, tenancy rights, statutory permissions, consents and registrations, all rights or titles or interest in properties by virtue of any court decree or order, all records, files, papers, contracts, licenses, insurance policies, power of attorney, lease, tenancy rights, letter of intents, permissions, benefits under income-tax, such as credit for advance tax, tax deducted at source, unutilized deposits or credits, minimum alternate tax credit, unabsorbed depreciation and business losses, tax holidays/exemptions, tax refunds, credit for service tax, sales tax / value added tax/ goods and service tax and/ or any other statues, incentives under indirect taxes, if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind and description, agreements shall, pursuant to the order of NCLT and pursuant to provisions of Sections 230 to 232 of the Act and other applicable provisions of the Act and without further act, instrument or deed, but subject to the charges affecting the same be vested and/ or deemed to be vested in Transferee Company on a going concern basis so as to become the assets of the Transferee Company with all rights, title, interest or obligations of the Transferor Company therein and free from all encumbrances, but subject to subsisting charges and pledges, if any.



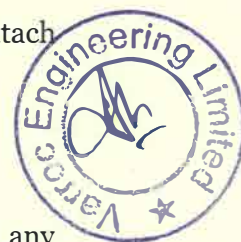
- 5.2 In respect of all the movable assets of the Transferor Company and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, including cash on hand, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date pursuant to such delivery.
- 5.3 In respect of any assets of the Transferor Company other than those mentioned in Clause 5.2 above, including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or value to be received from other authorities and bodies and customers, the Transferor Company may, if so required by the Transferee Company, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the NCLT having sanctioned this Scheme between the Transferor Company and the Transferee Company under Sections 230 to 232 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realize the same stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 5.4 With effect from the Appointed Date, any statutory licenses, permissions, approvals, Government Recognition, eligibility certificate(s), all allocations by the government, quotas, no objection certificates or consents to carry on the operations and business of the Transferor Company and to which the Transferor Company is entitled to in terms of the various statutes, schemes, policies etc., of the central or state governments, shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favor of the Transferee Company. The benefit of all statutory and regulatory permissions, registrations or other licenses and consents, licenses for research and development activities (including but not limited to approvals granted by DSIR to Transferor Company) shall vest in and shall be in full force and effect against or in favor of the Transferee Company and may be enforced



as fully and effectually as if instead of the Transferor Company, the Transferee Company had been the party thereto or the beneficiary or obligee thereof pursuant to this Scheme.

- 5.5 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Company, whether provided for or not in the books of accounts of the Transferor Company shall, pursuant to the Order of the NCLT or such other competent authority as may be applicable under Section 230 and other applicable provisions of the Act without any further act or deed, be transferred or deemed to be transferred to and vested in the Transferee Company, so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor 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, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.
- 5.6 Where any of the debt, liabilities, duties and obligations of the Transferor Company as on the Appointed Date, deemed to be transferred to the Transferee Company have been discharged by the Transferor Company, as the case may be, after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
- 5.7 All the existing securities, mortgages, charges, encumbrances or liens, if any, as on the Appointed Date and those created by the Transferor Company over the assets of the Transferor Company after the Appointed Date and subsisting as on the Effective Date shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date. Such securities, mortgages, charges, encumbrances or liens shall not relate or attach or extend to any of the other assets of the Transferee Company.

Provided always that the Scheme shall not operate to enlarge the security for any loan, deposit or facility availed of by the Transferor Company, if any, and the



Transferee Company shall not be obliged to create any further or additional security thereof after the Effective Date or otherwise.

- 5.8 The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme shall be in accordance with section 2(1B) of the IT Act. 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 an amendment of law or for any other reason whatsoever, the provisions of the said section of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the said section. Such modification will however not affect the other parts of the Scheme.
- 5.9 Without prejudice to the provisions of the foregoing Clauses, the Transferor Company and the Transferee Company shall execute all such instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/ or modification(s) of charge, with the Registrar of Companies, Mumbai to give formal effect to the above provisions, if required.
- 5.10 With effect from the Effective Date until such times the names of the bank accounts of the Transferor Company would be replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in the name of the Transferor Company in so far as may be necessary. All cheques and other negotiable instruments, payment orders received or presented for encashment which are in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company, if presented by the Transferee Company. The Transferee Company shall be allowed to maintain bank accounts in the name of Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and pay orders that have been issued in the name of the Transferor Company.
- 5.11 All tax liabilities / refunds / credits / claims relating thereto under the IT Act, Customs Act, Central Excise Act, Goods and Services Tax, State Sales Tax Laws, Central Sales Tax Act, Service Tax, or other applicable laws/ regulations dealing



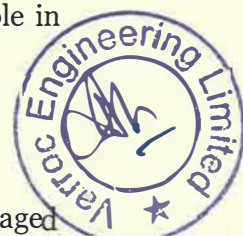
with taxes/ duties levies (hereinafter in this Clause referred to as "Tax Laws") of the Transferor Company to the extent not provided for or covered by tax provision in the financial statements made as on the date immediately preceding the Appointed Date shall be treated as liabilities/ refunds/ credits/ claims of the Transferee Company from the Appointed Date and shall be transferred to the Transferee Company. Any surplus in the provision for taxation/ duties/ levies account including advance tax and TDS, credit for minimum alternative tax, credit for service tax, credit for Goods and Service Tax or such other credits as on the date immediately preceding the Appointed Date will also be transferred to and become the advance tax/ other tax of the Transferee Company.

5.12 Without prejudice to the generality of the above, all benefits, credits, refunds, exemptions, incentives or concessions under Tax Laws as may be applicable to which the Transferor Company is entitled to in terms of the applicable Tax Laws of the Union and/ or State Governments in India, shall be available to and vest in the Transferee Company.

5.13 The Transferee Company shall be entitled to file / revise its income-tax returns, service tax returns, Value Added Tax returns, Central Sales Tax returns, Goods and Service Tax Return, tax deducted at source certificates, tax deducted at source returns and other statutory returns, forms and filings, if required under the Tax Laws, and shall have the right to claim or adjust refunds, advance tax credits, credit for minimum alternate tax / tax deducted at source / foreign taxes withheld/ paid, input tax credits, of the Transferor Company if any, as may be required consequent to effectiveness of this Scheme.

5.14 With effect from the Appointed Date and upon the Scheme becoming effective, the Transferee Company shall be entitled to claim deduction with respect to items such as provisions, expenses etc., incurred by the Transferor Company and disallowed in earlier years in the hands of the Transferor Company, which may be allowable in accordance with provisions of IT Act on or after the Appointed Date.

5.15 The Transferee Company shall be entitled to avail various benefits under Packaged Scheme of Incentives ("PSI") availed by the Transferor Company, including in the



State of Maharashtra and Madhya Pradesh and other industrial development incentive schemes and policies of the Union and/ or State Governments, if any, that were being availed or were available to the Transferor Company. It is declared that pursuant to this Scheme, all the benefits under such incentive schemes and policies shall stand transferred and vested to the Transferee Company.

6 COMBINATION OF AUTHORISED SHARE CAPITAL

- 6.1 On coming into effect of this Scheme, the Authorized Share Capital of the Transferor Company of INR 5,49,00,000 (Five Crore Forty-Nine Lakhs only) consisting of 54,90,000 (Fifty-Four Lakhs Ninety Thousand) equity shares of INR 10/- each shall be added to the Authorized Share Capital of the Transferee Company and the Authorized Share Capital of the Transferee Company shall stands enhanced to INR 55,94,00,000 (Fifty-Five Crore Ninety-Four Lakhs only) consisting of 25,45,00,000 (Twenty-Five Crore Forty-Five Lakhs) Equity shares of INR 1 each, 54,90,000 (Fifty-Four Lakhs Ninety Thousand) equity shares of INR 10 each and 25,00,00,000 (Twenty-Five Crore) Preference shares of INR 1 each without any act or deed on part of the Transferee Company.
- 6.2 It is hereby clarified that for the purposes of this clause, the consent of the Transferee Company to this scheme shall be deemed to be sufficient for the purposes of effecting this amendment and that no further resolutions under Sections 4, 13, 14 and 61 and all other applicable provisions of this Act, if any, would be required to be separately passed by the Transferee Company.
- 6.3 It is further clarified that upon the increase of the authorized share capital of the Transferee Company, pursuant to this Scheme, the fees and/ or duties paid, including stamp duty, by Transferor Company for its authorized share capital shall be considered as fees and duties paid, including stamp duty, by the Transferee Company in respect of such authorized share capital, and shall be set-off against any fees and duties including stamp duty payable by the Transferee Company in respect of such increase in the Authorized share capital to that extent, subsequent to the amalgamation.



6.4 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum of Association of the Transferee Company as may be required under the Act, and Clause V(1)(a) of the Memorandum of Association of the Transferee Company shall respectively stand substituted by virtue of the Scheme to read as follows:

Clause V(1)(a) of the Memorandum of Association of the Transferee Company:

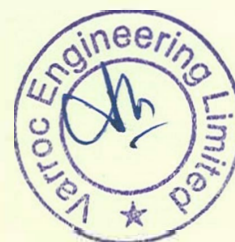
The Authorised Share Capital of the Company is Rs. 55,94,00,000 (Rupees Fifty-Five Crores Ninety-Four Lakhs Only) comprising of:

- (a) Rs. 25,45,00,000 (Rupees Twenty-Five Crore Forty-Five Lakhs only) divided into 25,45,00,000 equity shares of Re. 1 each;
- (b) Rs. 5,49,00,000 (Rupees Five Crore Forty-Nine Lakhs only) divided into 54,90,000 equity shares of Rs. 10 each; and
- (c) Rs. 25,00,00,000 (Rupees Twenty-Five Crore only) divided into 25,00,00,000 preference shares of Re. 1 each.

with power to increase or reduce the capital of the Company and to consolidate and divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of Association of the Company.

7 CONDUCT OF BUSINESS TILL THE EFFECTIVE DATE

7.1 With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company shall carry on and be deemed to have been carrying on its business and activities and shall stand possessed of and hold all of the business for and on account of and for the benefit of and in trust for the Transferee Company. Further, all the profits or income accruing or arising to the Transferor Company or expenditure, or losses arising to or incurred by the Transferor Company, with effect from the Appointed Date, shall for all purposes and intents be treated and be deemed



to be and accrue as the profits or income or expenditure or losses of the Transferee Company, as the case may be.

7.2 With effect from the date of approval of this Scheme by the Board of Directors of the Transferee Company and up to and including the Effective Date:

(a) The Transferor Company shall carry on its business and activities in the ordinary course of business with reasonable diligence and business prudence and shall not make borrowings or undertake financial commitments either for itself or on behalf of group companies or any third party or sell, transfer, alienate, mortgage, charge, or encumber or otherwise deal with or dispose of its assets, business or undertaking or any part thereof, save and except in the ordinary course of business or with the prior written consent of the Transferee Company.

(b) The Transferee Company shall be entitled to apply to the Central Government and any other Government or statutory authorities/ agencies/ body concerned as are necessary under any law for such consents, approvals, licenses, registrations and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.

8 LEGAL PROCEEDINGS

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

8.2 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 8.1 above transferred in its name respectively and to have the same continued, prosecuted and enforced by or against the Transferee Company to the same extent as would or might have been continued and enforced by or against the Transferor Company.



9 STAFF & EMPLOYEES

9.1 Upon this Scheme becoming effective, all employees, of the Transferor Company shall be deemed to have become employees of the Transferee Company with effect from the Appointed Date without any break, discontinuance or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favorable than those applicable to them with reference to the Transferor Company on the date on which the Scheme becomes effective.

9.2 It is expressly provided that, upon the Scheme becoming effective, the provident fund, gratuity fund, pension fund, superannuation fund, insurance contribution/ scheme(s) or any other special scheme(s)/ fund(s) or other benefit(s)/ trusts (hereinafter referred to as Fund or Funds) created or existing for the benefit of the employees of the Transferor Company, if any, shall become trusts / funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company. It is clarified that the services of the staff and employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds.

10 CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC.

10.1 Upon the coming into effect of this Scheme and subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of intent, undertakings, arrangements, policies, agreements and other instruments, if any, of whatsoever nature to which the Transferor Company is a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.



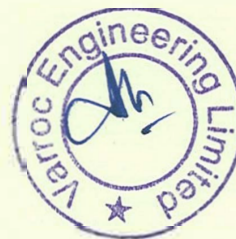
10.2 The Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmation or novation, to which the Transferor Company will, if necessary, also be a party (if applicable) in order to give formal effect to the provisions of this Scheme, if so required or if necessary. The Transferee Company shall be deemed to be authorised to execute any such deed, writing or confirmation on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.

10.3 The Transferee Company shall be entitled to the benefit of all insurance policies which have been issued in respect of the Transferor Company and the name of the Transferee Company shall be substituted as "Insured" in the policies as if the Transferee Company was initially a party thereto.

11 SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the assets, properties and liabilities under Clause 5 above and the continuance of proceedings by or against the Transferor Company under Clause 8 above shall not affect any transaction or proceedings already concluded by the Transferor Company on and after the Appointed Date till the Effective Date to the end and intent that the Transferee Company accepts all acts, deeds and things done and executed by and / or on behalf of the Transferor Company as acts, deeds and things done and executed by and / or on behalf of the Transferee Company.

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PART – III

CONSIDERATION FOR AMALGAMATION AND ACCOUNTING TREATMENT

12 CONSIDERATION

12.1 Since the entire issued, subscribed and paid-up share capital of the Transferor Company is held by the Transferee Company along with its nominees, no consideration shall be payable pursuant to the amalgamation of Transferor Company into Transferee Company. Accordingly, there shall be no issue of shares by the Transferee Company upon coming into effect of this Scheme, and the shares of the Transferor Company, whether held in physical form or in electronic form shall automatically stand cancelled and extinguished without any further act, deed, instrument, matter or thing.

12.2 Further, upon coming into effect of this Scheme, the investment in the shares of the Transferor Company, appearing in the books of account of the Transferee Company, shall stand cancelled.

13 ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY

Upon the coming into effect of this Scheme, the amalgamation of the Transferor Company with the Transferee Company shall be accounted for in accordance with pooling of interest method of accounting as laid down in Appendix C to the “Indian Accounting Standard (Ind AS) 103 for Business Combinations” prescribed under the section 133 of the Companies Act 2013 as notified under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time, in its books of accounts such that:

13.1 The Transferee Company shall record all the assets and liabilities relating to the Transferor Company vested in it pursuant to this Scheme, at their respective carrying amounts as appearing in the consolidated financial statements of the Transferee Company.



13.2 The identity of the reserves of the Transferor Company, if any, shall be preserved and they shall appear in the financial statements of the Transferee Company in the same form and manner in which they appeared in the consolidated financial statements of the Transferee Company.

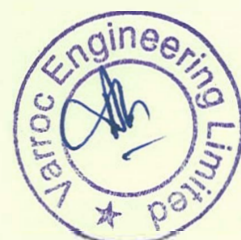
13.3 Pursuant to the amalgamation of the Transferor Company with the Transferee Company, inter-company balances, if any, between the Transferee Company and the Transferor Company appearing in the books of the Transferee Company shall stand cancelled, and there shall be no further obligation in that behalf.

13.4 The value of investment held by Transferee Company in Transferor Company shall stand cancelled pursuant to amalgamation and there shall be no further obligation in that behalf.

The surplus, if any arising after taking the effect of Clause 13.1, Clause 13.2, and Clause 13.4, after adjustment of Clause 13.3, shall be transferred to Capital Reserve in the financial statements of the Transferee Company. The deficit, if any arising after taking the effect of Clause 13.1, Clause 13.2, and Clause 13.4, after adjustment of Clause 13.3 and adjustment of previously existing credit balance in capital reserve, if any, shall be first debited to Retained Earnings in the financial statements of the Transferee Company to the extent of the balance available in the said account. If there is further deficit, the amount will be debited to the Amalgamation Adjustment Deficit Account.

13.5 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail to ensure that the financial statements reflect the financial position based on consistent accounting policies.

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



13.7 For accounting purposes, the Scheme will be given effect on the date when all substantial conditions for the transfer of the Transferor Company are completed.

13.8 Any matter not dealt with hereinabove shall be dealt with in accordance with the requirement of applicable Ind AS.

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PART IV

GENERAL TERMS AND CONDITIONS

14 APPLICATION

The Transferor Company and the Transferee Company shall make necessary applications before the NCLT for the sanction of this Scheme under Sections 230 to 232 and other applicable provisions of the Act and for seeking orders for dispensing with or convening, holding and/or conducting of the meetings of the respective shareholders/ creditors, for sanctioning and carrying out of this Scheme and for consequent dissolution of the Transferor Company without winding up and shall apply for and obtain such other approvals, as required by law.

15 MODIFICATIONS / AMENDMENTS TO THE SCHEME

The Transferor Company and the Transferee Company with approval of their respective Board of Directors may consent, from time to time, on behalf of all persons concerned, to any modifications/ amendments or additions/ deletions to the Scheme which may otherwise be considered necessary, desirable or appropriate by the said Board of Directors 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 bringing this Scheme into effect or agree to any terms and/ or conditions or limitations that the NCLT or any other authorities under law may deem fit to direct or impose. The aforesaid powers of the Transferor Company and the Transferee Company to give effect to the modification/ amendments to the Scheme may be exercised by their respective Board of Directors or any person authorised in that behalf by the concerned Board of Directors subject to approval of the NCLT or any other authorities under the applicable law to such modification / amendments to the Scheme.

16 VALIDITY OF THE EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of the Scheme, the resolutions of the Transferor Company as are considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company. If any such resolutions have any monetary limits approved under the provisions of the Act or any other applicable statutory provisions, then the said



limits, as are considered necessary by the Board of Directors of the Transferor Company, shall be added to the limits, if any under the like resolutions passed by the Transferee Company.

17 DISSOLUTION OF THE TRANSFEROR COMPANY

On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound-up.

18 CONDITIONALITY OF THE SCHEME

This Scheme is conditional upon and subject to the following:

- 18.1 The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective Shareholders and/ or Creditors, if required, of the Transferor Company and the Transferee Company, as may be directed by the NCLT or any other competent authority as may be applicable;
- 18.2 The requisite sanctions and approvals of any competent authority, as may be required by law, in respect of the Scheme being obtained;
- 18.3 The Scheme being sanctioned by the NCLT under Sections 230 to 232 and other applicable provisions of the Act; and
- 18.4 Certified copy of the Order of the NCLT sanctioning the Scheme, being filed with the Registrar of Companies, Mumbai.

19 EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in any of the preceding clauses not being obtained and/ or the Scheme not being sanctioned by the NCLT or such other appropriate authority, if any, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law and agreed between the respective parties to this Scheme.



Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme unless otherwise mutually agreed.

20 COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

Varroc Engineering Limited

Ajay Sharma
Group General Counsel & Company Secretary

