

House panel seeks NSE case update from Buch

SHRIMI CHOUDHARY
New Delhi, 5 April



The committee had called Sebi Chief Madhabi Puri Buch to deliberate upon regulatory issues related to IPOs, International Financial Services Centres and alternate investment fund

The Parliamentary Standing Committee on Finance on Tuesday sought details from new Securities and Exchange Board of India (Sebi) Chairperson Madhabi Puri Buch on a host of issues like the status of the probe into lapses at the National Stock Exchange (NSE), Paytm's issue price, and the functioning of crypto currency exchanges, said people in the know.

The panel, chaired by Bharatiya Janata Party MP and former Union minister Jayant Sinha, reviewed the outcome of the measures taken by Sebi in key cases, including the NSE matter, and Buch is learnt to have apprised the committee about it.

In its final order on February 11, the Sebi held that NSE's former MD and CEO Chitra Ramkrishna shared "confidential information" with a spiritual guru (also referred to as Himalayan yogi) and sought his advice on crucial decisions. The matter

is currently being investigated by multiple probe agencies.

The panel also discussed the orderly functioning of the market amid the recent volatility and turbulent flow of cash. Along

with the performance of initial public offerings (IPOs), the issue with Paytm's issue price was also taken up. Paytm listed at a steep discount against its issue price on the stock exchange.

The panel is also learnt to have asked for details about crypto exchanges and the regulations around them. At present, India has no legislation on crypto assets. It also sought information on the role of artificial intelligence and machine learning in the stock market. Besides, the panel also discussed the unified securities code. The government had in the 2021 Budget proposed to introduce a unified code, a move that will help boost the ease of doing business in the country's financial markets.

The panel chaired by Sinha had called Buch to deliberate upon regulatory issues related to IPOs, international financial services centres, and alternate investment funds, according to a notice issued by the Lok Sabha Secretariat.

This was the second meeting of Sebi officials with the parliamentary panel since March 30.

4-5% of ₹1.2-trillion CSR funds in 7 years went to PM CARES: Govt

PRESS TRUST OF INDIA
New Delhi, 5 April



Accountancy Bill passed in both Houses

Parliament on Tuesday passed a Bill to revamp the functioning of the institutes of chartered accountants, cost accountants and company secretaries, with Union Minister Nirmala Sitharaman asserting that the changes will usher in transparency and

will not in any way impact the autonomy of these bodies. Rajya Sabha passed the Chartered

Accountants, the Cost and Works Accountants and the Company Secretaries (Amendment) Bill, 2022 with a voice vote after negating all amendments moved by the Sitharaman asserting that the new law would facilitate

India in creating homegrown world class institutions soon, comparable with the 'Big Four' in the audit and accountancy areas. PTI

Bill to unify three Delhi civic bodies gets Parliament nod

Parliament on Tuesday passed the Delhi Municipal Corporation (Amendment) Bill-2022 to unify three civic bodies in the national capital, with the Rajya Sabha giving its nod through a voice vote after negating all amendments sought by the opposition. According to the bill, passed by Lok Sabha last week, the unification of the municipal corporations will ensure synergised and strategic planning and optimal utilisation of resources. Replying to the discussion on the bill, Home Minister Amit Shah said it has been necessitated after the AAP-led Delhi government meted out step-motherly treatment to the civic bodies. AAP Rajya Sabha member Sanjay Singh asked the Centre to rename the Bill as the "Kejriwal-phobia" Bill and alleged that it was brought by the BJP to avoid civic polls. PTI

Voice votes taken 200 times during CA Bill passage in RS

Rajya Sabha saw voice votes being taken a whopping 200 times for the passage of a Bill on Tuesday as the House gave clause by clause approval, reflecting the procedural rigours involved in enacting legislation. The debate on the Chartered Accountants, the Cost and Works Accountants and the Company Secretaries (Amendment) Bill, 2022,

including the reply of the FM Nirmala Sitharaman took about two hours and twenty minutes. However, the process of voting on the 106 clauses and clause-wise changes took over 30 minutes, Rajya Sabha officials said. According to RS Secretariat officials, it was after a long time that a bill with so many clauses and amendments was passed with voting taking substantial time. PTI

People can self-enumerate in the next Census

The upcoming Census will be digital for the first time and people will have the option of self-enumeration, Lok Sabha was informed on Tuesday. The housing listing phase of the census and the exercise to update the National Population Register (NPR) were scheduled to be carried out across the country from April 1 to September 30, 2020 but had to be

postponed due to the Covid-19 outbreak. "The forthcoming Census is to be the first digital census and there is a provision for self-enumeration. The census 2021 and related field activities have been postponed until further orders due to outbreak of Covid," Union Minister of State for Home Nityanand Rai said in a written reply to a question. PTI

Unity at all levels: Sonia's hint for rebels at CPP meet

Congress President Sonia Gandhi on Tuesday called for unity at all levels of the organisation, while noting that the road ahead for the party is more challenging than ever before and the spirit of resilience of party workers is under severe test.



Congress President Sonia Gandhi says party's revival is essential for the democracy and the society

Addressing a meeting of the Congress Parliamentary Party (CPP), she also hit out at the BJP, saying the ruling party's "divisive agenda" has become a regular feature of political discourse in all states and that history is being "mischievously distorted" to add fuel to its agenda. Referring to the party's performance in recent Assembly polls, she said she is aware "how disappointed you are" as they have been both "shocking and painful".

She said the CWC has met to review the performance and received many suggestions on how to strengthen the organisation, many of which are pertinent and the party is working on them.

Gandhi stressed that holding a 'Shivir' is very necessary as views of a larger number of colleagues and party representatives will be heard and they will contribute to put forward a clear roadmap on the urgent steps to be taken by the party on how best to meet the challenges we are confronted with. "The road ahead is more challenging

than ever before. Our dedication and determination, our spirit of resilience is under severe test. Unity at all levels of our vast organisation is of paramount importance," she said adding that she is determined to do whatever is needed to ensure it. "Our revival is not just a matter of importance to us alone. It is, in fact, essential for our democracy itself and indeed for our society as well," Gandhi said.

The Congress chief has been under attack from the G-23 within, who have demanded an overhaul of the organisation and have stressed on collective leadership after the party's debacle in polls.

Keeping options open, says Ahmed Patel's son

Congress veteran late Ahmed Patel's son Faisal Patel on Tuesday indicated that he may look beyond the Congress when it comes to his political future, saying he got "no encouragement from the top brass". The tweet, which comes ahead of Assembly polls in Gujarat later this year, sparked off the speculation that he could consider joining the Aam Aadmi Party. "Tired of waiting around. No encouragement from the top brass. Keeping my options open," Faisal Patel tweeted. PTI

ED attaches assets of Sena MP Sanjay Raut's wife and associates

The Enforcement Directorate has provisionally attached assets worth more than ₹11.15 crore of Shiv Sena MP Sanjay Raut's wife and two of his associates in a money-laundering investigation linked to certain land deals, the agency said on Tuesday. Raut, who has been accusing the BJP-led Union government of misusing central agencies against its opponents, alleged that it was an act of vengeance and said the ED's claims against him will fall flat.

The attached properties are in form of lands held by Pravin M Raut, former director of Guru Ashish Construction, in Palghar and Thane districts, a flat in Mumbai's suburban Dadar area of Sanjay Raut's wife Varsha Raut and eight plots at Kihim beach in Alibaug jointly held by Varsha Raut and Swapna Patkar, the agency said in a statement. PTI

Assets of family and firms of Delhi minister Jain attached by ED

The Enforcement Directorate on Tuesday said it has attached properties worth Rs 4.81 crore of the family and companies "beneficially owned and controlled" by Delhi minister Satyendar Jain in connection with a money-laundering probe. Jain is the minister for health, power, home, IWD, industries, urban development, flood, irrigation and water in the Arvind Kejriwal-led government. The ED had in 2018 questioned the AAP MLA from Shakur Basti in connection with the case. PTI

INDIAN INSTITUTE OF BANKING & FINANCE

Indian Institute of Banking & Finance invites RFP for the following services:

RFP for	Last date of submission
Selection of service provider/s to conduct remotely proctored examinations in an online mode.	29 th April 2022 3.00 PM
Empanelment of Solution Providers for E-learning Content Development for the Institute.	3 rd May 2022 3.00 PM
Procurement of Learning Management System (LMS) to host and manage the e-learning content and to conduct virtual trainings of the Institute.	18 th May 2022 3.00 PM

For further details, the prospective bidders may visit the Institute's website www.iiibf.org.in under "Tender" tab.
Mumbai, 05.04.2022

Chief Executive Officer

NOTICE

NOTICE is hereby given that the Certificate (s) for 119 Equity Shares Nos. Certificate No. 30184, 59821, 98789, 98790, 22443 & 308001 of PROCTER & GAMBLE HEALTH LIMITED standing in the name(s) of SURENDRAKANTI, has/have been lost or mislaid and the undersigned have applied to the company to issue Duplicate Certificate(s) for the aforesaid shares. Any person who has a claim in respect of the said shares should lodge such claim with the company at its Registered Office Godrej 1, 8th Floor, Pirojnagar, Eastern Express Highway, Mumbai, Maharashtra 400079 within one month from this date else the Company will proceed to issue duplicate Certificate(s).

Name of the Shareholder
Surendra Kamti

TO WHOM IT MAY CONCERN

This is to inform the general public that the following share certificates of Peninsula Land Limited having its Registered Office: Peninsula Land Limited, 503, 5th Floor, Peninsula Tower-1, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400013 Maharashtra, registered in the name of the following late shareholder.

Folio Number(s)	Certificate Number(s)	Distinctive No(s) (From)	Distinctive No(s) (To)	Number of Share(s)
CD24	213346	42260445 - 42260504		60
CD25	213358	42261165 - 42261224		60

I Amar C. Galliera have applied for transmission for above shares:- The above Shares held by late Mr. Chandragupta Khimchand Galliera who was a sole holder thereof and who has died interstate without making any Will, I/We am/are the sole heirs of the deceased and there are no other heirs or legal representatives that may be entitled to the said shares. I have already lodged with the company the necessary Indemnity Bond, Affidavit, Surety, share certificate and other related documents for Transmission of Share certificates. The Public are hereby cautioned against purchasing or dealing in any way with the above referred share certificates.

Any person who has any claim in respect of the said share certificates should lodge such claim with the company or its registrar & transfer agents Freedom Registry Limited within 15 days of publication of this notice after which no claim will be entertained and the company shall liberty to transmit the shares to my name.

Place: Mumbai
Date: 06th April 2022

Name of the Legal Heirs
Amar C. Galliera

CPL INDUSTRIES LIMITED
CIN: L74210WB1982PLC035417
Registered Office: 14, Taratala Road, Kolkata- 700088
Tel: 033 3984 9417;
Email: cplindustries19@gmail.com; Website: www.cplindustries.org.in

NOTICE TO SHAREHOLDERS

Shareholders of CPL Industries Limited (the "Company") are hereby informed that the Company has completed the dispatch of Postal Ballot Notices under Section 110 of the Companies Act, 2013 read with Rule 20 and 22 of the Companies (Management and Administration) Rules, 2014, on 04.04.2022 through email only, seeking approval of the shareholders of the Company for Special Resolution contained in the aforesaid Postal Ballot Notice for voluntary delisting of equity shares of the Company from the Calcutta Stock Exchange Limited ("CSE") pursuant to Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2021, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended and the applicable provisions of the Companies Act, 2013 and rules made thereunder. The shareholders may note that the business to be transacted through postal ballot includes voting by electronic means only.

On account of threat posed by COVID-19 pandemic situation and as permitted under the MCA Circulars (General Circular No. 14/2020 dated April 08, 2020, and General Circular No. 17/2020 dated April 13, 2020, in relation to "Clarification on passing of ordinary and special resolutions by companies under the Act and the rules made thereunder on account of the threat posed by COVID-19" read with the General Circular No. 22/2020 dated June 15, 2020, General Circular No.33/2020 dated September 28, 2020, General Circular No.39/2020 dated December 31, 2020, General Circular No. 10/2021 dated June 23, 2021 and General Circular No. 20/2021 dated December 08, 2021), the Company is sending this Notice in electronic form only. Shareholders can also download the Postal Ballot Notice from the link www.evotingindia.com or www.cplindustries.org.in. The shareholders who have not registered their email id with the Company are requested to get the same registered enabling them to participate in the delisting process. Mr. Shankar Kumar Patnaik, Partner of Patnaik & Patnaik, Practising Company Secretary, Membership No.: F5699, C.P. No.: 7117, who has been appointed by the Board of Directors of the Company as the Scrutinizer for conducting the Postal Ballot voting process and ensuring the accuracy of the results thereof, in a fair and transparent manner and in compliance with applicable laws and regulations.

The voting through electronic mode starts from 9:00 A.M. on Tuesday, 05.04.2022 and shall end at 5:00 P.M. on Wednesday, 04.05.2022. Voting by electronic means shall not be allowed beyond 5:00 P.M. on Wednesday, 04.05.2022. The voting rights of the shareholders shall be reckoned as on Friday, 25.03.2022, which is the cut-off date for this purpose. Any query in relation to the resolution proposed by the Postal Ballot may be sent to the undersigned at the Registered Office of the Company or through email at cplindustries19@gmail.com.

By Order of the Board
For CPL Industries Limited
Sd/-
Aashika Agarwal
Company Secretary
Mem No.: A36914

Place: Kolkata
Date: 05.04.2022

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL BENCH AT MUMBAI, COURT - IV
COMPANY SCHEME PETITION NO. 207 OF 2021
CONNECTED WITH
COMPANY APPLICATION NO. CA(CAA)-11/MB-IV/2021

IN THE MATTER OF:
SECTION 230 & 232 OF THE COMPANIES ACT, 2013 READ WITH RULE 3 & 5 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

AND

IN THE MATTER OF:
GMR HIGHWAYS LIMITED,
HAVING ITS REGISTERED OFFICE AT NAMAN CENTRE, 701, 7TH FLOOR, OPP. DENA BANK, PLOT NO. C-31, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI, MAHARASHTRA - 400051, INDIA (CIN: U45203MH2006PLC287171)
TRANSFERREE COMPANY (PETITIONER COMPANY - 1)

AND

GMR TUNJI-ANAKAPALLI EXPRESSWAYS LIMITED
HAVING ITS REGISTERED OFFICE AT NAMAN CENTRE, 701, 7TH FLOOR, OPP. DENA BANK, PLOT NO. C-31, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI, MAHARASHTRA - 400051, INDIA (CIN: U45203MH2001PLC338776)
TRANSFEROR COMPANY - 2 (PETITIONER COMPANY - 2)

AND

GMR TAMBARAM TINDIVANAM EXPRESSWAYS LIMITED
HAVING ITS REGISTERED OFFICE AT NAMAN CENTRE, 701, 7TH FLOOR, OPP. DENA BANK, PLOT NO. C-31, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI, MAHARASHTRA - 400051, INDIA (CIN: U45203MH2001PLC338335)
TRANSFEROR COMPANY - 2 (PETITIONER COMPANY - 3)

NOTICE OF HEARING OF THE COMPANY SCHEME PETITION
[Pursuant to rule 16 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016]

Notice is hereby given that a Company Scheme Petition under sections 230 & 232 of the Companies Act, 2013 read with necessary rules framed thereunder, for an order sanctioning the Scheme concerning Amalgamation of GMR Tunji-Anakapalli Expressways Limited ("Transferor Company-1"/ "Petitioner Company-2") and GMR Tambaram Tindivanam Expressways Limited ("Transferor Company-2"/ "Petitioner Company-3") with and into GMR Highways Limited ("Transferee Company"/ "Petitioner Company-1") along with their respective shareholders and creditors ("Scheme") was admitted by the Hon'ble National Company Law Tribunal, Mumbai Bench, Court-IV ("Hon'ble Tribunal") on 15th day of March 2022. The said Company Scheme Petition is fixed for final hearing before the Hon'ble Tribunal on 28th day of April 2022 or any date fixed by the Hon'ble Tribunal.

Any person desirous of making representation, on the said Company Scheme Petition in connection with the proposed Scheme may send the same to the Hon'ble Tribunal on receipt of this notice, not later than 2 days before the date fixed for hearing of Company Scheme Petition. Where you seek to oppose the Company Scheme Petition, the grounds of opposing or a copy of the affidavit should be furnished with such notice. A copy of the representation may simultaneously be served upon the Transferee Company/ Petitioner Company-1 at its registered office situated at "Naman Centre, 701, 7th Floor, Opp. Dena Bank, Plot No. C-31, G Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra - 400051, India".

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

A copy of the Scheme and Company Scheme Petition can be obtained free of charge at the registered office of the Transferee Company on all working days (Monday to Friday) between 10:00 a.m. to 05:30 p.m.

For & on behalf of
GMR Highways Limited
Sd/-
Paramjeet Singh
(Company Secretary)

Place: Mumbai
Dated: 05th April 2022

पंजाब नैशनल बैंक Punjab National Bank
...भरसे का प्रतीक! ...the name you can BANK upon!

Information Technology Division,
HO, 5, Sansad Marg, New Delhi - 110 001
(Email id: itdhw@pnb.co.in, Phone: 011-23311452)

TENDER NOTICE

Punjab National Bank invites online Bids (both technical and commercial) from eligible bidders for Request for Proposal (RFP) for Application Software for Digitalization & Automation of Bank's Recovery & Litigation Functions.

Interested bidders may visit our e-Procurement website <https://etender.pnbnet.in> or <https://www.pnbindia.in> for downloading the detailed RFP document. The Bids are required to be submitted online using digital certificates (Signing & Encryption) through our e-Procurement system. Last date for online bid preparation and hash submission is 26-04-2022 at 1600 hrs. and bid submission is 27-04-2022 at 1400 hrs.

All future communications related to RFP will be uploaded on our websites <https://etender.pnbnet.in> and <https://www.pnbindia.in>

Asstt General manager

PUBLIC NOTICE

Notice Of Loss Of Share Certificate, Notice Is Hereby Given That The Following Share Certificates Issued By The Company Are Stated To Have Been Lost Or Mislaid Or Stolen And I The Legal Heir Of The Registered Holder Thereof Have Applied To The Company For The Issue Of Duplicate Certificates & Transmission.

Name of the Shareholder/s	Folio No.	Certificate Nos.	Distinctive Number/s	No. Of Shares	Name Of Issuer (Company Name)
U Ghisulal Jain	U00101	7113	355301 - 355350	50	Makers Laboratories Limited
U Ghisulal Jain	U00101	7114	355351 - 355400	50	Makers Laboratories Limited

The Public is Hereby Warned Against Purchasing Or Dealing In Any Way, With The Above Share Certificates. Any Person(s) Who Has/Have Any Claim(s) In Respect Of The Said Share Certificates Should Lodge Such Claim(s) With The Company At Its Registered Office At The Address 44, Dewan Udayog Nagar, Palghar - 401404, Dist. Thane, Maharashtra Within 15 Days Of Publication Of This Notice, After Which No Claim Will Be Entertained And The Company Will Proceed To Issue Duplicate Share Certificates & Transmission.

Bank of India
Relationship beyond banking

Head Office: Star House, Plot: C-5, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051.
Ph:022 6668 4448 / 6668 4441
e-mail: headoffice.publicity@bankofindia.co.in

e-TENDER NOTICE

Bank of India invites e-tender from agencies for procurement of Silver Plaques from reputed manufacturers of Silver Plaques. Bid submission has to be done on e-procurement platform of MSTC. Last date for submission of bids is 27.04.2022 up to 3.00 pm. Corrigendum if any will be placed on Banks website only.

For details visit our website www.bankofindia.co.in or MSTC e-procurement website www.mstccommerce.com/eproc

General Manager
Publicity & PR Department

Date: 06-04-2022

ADDENDUM TO SALE NOTICE DATED 19.03.2022 IN THE MATTER OF "DIVINE VIDYUT LIMITED - IN LIQUIDATION"

Pursuant to Public Announcement dated 21st March, 2022 in the newspaper "The Business Standard, All India & Aajkal, Kolkata and Times of India & Prabhat Khabar, Jharkhand and uploaded on the website of Divine Vidyut Limited- In Liquidation (the Company) i.e. www.divinevidyut.in, the timeline for submission of KYC, Eligibility Documents along with Refundable Deposit extends to 11th April, 2022, EMD and Bid Forms stand extended to 18th April, 2022 and date of E-Auction is extended to 20th April, 2022. The Addendum to "E-Auction Process Information Documents" dated 19.03.2022 is uploaded on the website of the Company to be read in conjunction with the amendments. All other terms, conditions and instructions provided in the process documents shall continue to apply.

Rajesh Kumar Agrawal, Liquidator
Divine Vidyut Limited - In liquidation
IBBI Regn No.: IBBI/PA-001/IP-P01023/2017-2018/11722
1, Ganesh Chandra Avenue, 3rd Floor, Place:
Room No-301, Kolkata- 700013
Date: 05.04.2022
Kolkata
cirp.dvl@gmail.com / rajesh521@yahoo.com

ADDENDUM TO SALE NOTICE DATED 19.03.2022 IN THE MATTER OF "DIVINE ALLOYS AND POWER CO LIMITED - IN LIQUIDATION"

Pursuant to Public Announcement dated 21st March, 2022 in the newspaper "The Business Standard, All India & Aajkal, Kolkata and Times of India & Prabhat Khabar, Jharkhand and uploaded on the website of Divine Alloys and Power Co Limited- In Liquidation (the Company) i.e. www.divinealloysandpower.in, the timeline for submission of KYC, Eligibility Documents along with Refundable Deposit extends to 11th April, 2022, EMD and Bid Forms stand extended to 18th April, 2022 and date of E-Auction is extended to 20th April, 2022. The Addendum to "E-Auction Process Information Documents" dated 19.03.2022 is uploaded on the website of the Company to be read in conjunction with the amendments. All other terms, conditions and instructions provided in the process documents shall continue to apply.

Rajesh Kumar Agrawal, Liquidator
Divine Alloys and Power Co Limited - In liquidation
IBBI Regn No.: IBBI/PA-001/IP-P01023/2017-2018/11722
1, Ganesh Chandra Avenue, 3rd Floor,
Room No-301, Kolkata- 700013
Date: 05.04.2022
Place: Kolkata
cirp.divine@gmail.com / rajesh521@yahoo.com

Uttarkhol Branch : Parvati Niwas, Trimurti Bhavan, Mumbai Goa Road, P.O. Uttarkhol, Dist. Raigad-402104. Ph. No. : 02140-263126. Email : uttarkhol@unionbankofindia.com

Demand Notice

[(Under Section 13(2) of the Securitisation & Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI ACT) read with Rule 3(1) of the Security Interest (Enforcement) Rule, 2002)]

The account of the following Borrower with Union Bank of India, Uttarkhol Branch having been classified as NPA, the Bank has issued notice under S.13(2) of the SARFAESI Act on the date mentioned below. In view of the non service of the notice on the last known address of below mentioned Borrowers this public notice is being published for information of all concerned.

The below mentioned Borrower is called upon to pay to Union Bank of India, Uttarkhol Branch within 60 days from the date of publication of this Notice the amount indicated below due on the dates together with future interest at contractual rates, till the date of payment, under the loan/and other agreements and documents executed by the concerned persons. As security for the Borrowers' obligation under the said agreements and documents, the respective assets shown against the names have been charged to Union Bank of India, Uttarkhol Branch.

Name & Address of the Borrower & Proprietor	Outstanding Amount as on the date of issue of demand notice
1) Mr. Govind Shankar Sawant, M/s. G. M Insulated Wires & Industries, (Borrower), 2) Mrs. Vanita G. Sawant, (Guarantor) Both at : Palasgaon Bk, Tah Manganon, Dist. Raigad-402104	Rs. 15,34,223.94 (Rs. Fifteen Lacs Thirty four Thousands Two Hundreds Twenty Three and Paise Ninety Four Only) as on 27/02/2022 plus amount of interest with contractual rate from 01/02/2022 with monthly rest

Type of Loan:	Date of Demand Notice:	Date of NPA :
Cash Credit	15/03/2022	27/02/2022

Details of Mortgaged Property : All that Piece & Parcel of Plot No. 624 & 544, H. N 302A, 302B & 303C, AP Palasgaon Bk., Tal. Manganon, Dist. Raigad- 402104, Total Area Land 1400 sq. Mtr. & 2428 Sq. Feet. **Bounded :** East : Manganon Ghosholi Road, West : Open Plot, North : Property of Mr. Krishna Duduskar, South : Property of Mr. Sawant

If the concerned Borrower shall fail to make payment to Union Bank of India, Uttarkhol Branch as aforesaid, then the Union Bank of India, Uttarkhol Branch shall be entitled to proceed against the above secured assets under Section 13(4) of the Act and the applicable Rules entirely at the risks of the concerned Borrower as to the costs and consequences. In terms of provisions of SARFAESI ACT, the concerned Borrower is prohibited from transferring the above said assets, in any manner, whether by way of sale, lease or otherwise without the prior written consent of Union Bank of India, Uttarkhol Branch. Any contravention of the said provisions will render the concerned persons liable for punishment and /or penalty in accordance with the SARFAESI Act. The Borrower's attention is invited to provisions of sub-section (8) of section 13 of the act, in respect of time available, to redeem the secured assets. For more details the unserved returned notices may be collected from the undersigned.

Date : 15/03/2022
Place : Raigad
Authorized Officer,
Union Bank of India

राष्ट्रीय कंपनी कायदा च्यााधिकरण समोर मुंबई खंडपत्र, न्यायालय IV कंपनी योजना २०२१ची याचिका २०७ कंपनी अर्ज क्रमांक. सि.ए(सि.ए)-११/एम बी-IV/२०२१ शीसलान त्यांच्या प्रकरणी

राष्ट्रीय कंपनी कायदा २०१३, चेकलम २३० आणि २३२, कंपनी (तडजोड), व्यवस्था आणि विलिनीकरण) नियम २०१६ च्या ३ नियम क्रमांक ३ आणि ५ सह वावा आणि

त्यांच्या प्रकरणी

जीएमआर दुनी- अनाकारवली एक्सप्रेसवेज लिमिटेड, ज्यांचे नोंदीकृत कार्यालय, नमन सेंटर, उवा मजला, देना बँकेच्या समोर, प्लॉट क्र. सी-३१ जी ब्लॉक, वॉर्ड कुर्ला कॉम्प्लेक्स, वॉर्ड (पूर्व) मुंबई, महाराष्ट्र-४०००५१, भारत. येथे आहे. (सी. आय. एन : U२५२०३३ MH२००१PLC३३१७३६) हस्तांतरण करणारी कंपनी / (अर्जदार कंपनी- १) आणि

जीएमआर तांबूर लिडिवानाम एक्सप्रेसवेज लिमिटेड, ज्यांचे नोंदीकृत कार्यालय, नमन सेंटर, उवा मजला, देना बँकेच्या समोर, प्लॉट क्र. सी-३१ जी ब्लॉक, वॉर्ड कुर्ला कॉम्प्लेक्स, वॉर्ड (पूर्व) मुंबई, महाराष्ट्र-४०००५१, भारत येथे आहे (सी. आय. एन : U२५२०३३ MH२००१PLC३३१७३६) हस्तांतरण करणारी कंपनी १ / (अर्जदार कंपनी- २) आणि

जीएमआर तांबूर लिडिवानाम एक्सप्रेसवेज लिमिटेड, ज्यांचे नोंदीकृत कार्यालय, नमन सेंटर, उवा मजला, देना बँकेच्या समोर, प्लॉट क्र. सी-३१ जी ब्लॉक, वॉर्ड कुर्ला कॉम्प्लेक्स, वॉर्ड (पूर्व) मुंबई, महाराष्ट्र-४०००५१, भारत येथे आहे (सी. आय. एन : U२५२०३३ MH२००१PLC३३१७३६) हस्तांतरण करणारी कंपनी १ / (अर्जदार कंपनी- ३)

कंपनी (तडजोड), व्यवस्था आणि विलिनीकरण) नियम, २०१६ च्या नियम १६ नुसार जीएमआर दुनी-अनाकारवली एक्सप्रेसवेज लिमिटेड (हस्तांतरण करणारी कंपनी १) आणि जीएमआर तांबूर लिडिवानाम एक्सप्रेसवेज लिमिटेड (हस्तांतरण करणारी कंपनी २) जीएमआर हायवेज लिमिटेड हस्तांतरण करून घेणारी कंपनी सह आणि त्यांच्या वरिष्ठ संबंधित मागाधारक व क्रेडिटर्स एंटरप्रायझिज याद्वारे विलिनीकरणच्या योजनेच्या मंजूरीच्या प्रकरणी याचिकाकर्ता कंपनीने कंपनीने कंपनी कायदा, २०१३ मधील कलम २३० आणि २३२ अंतर्गत माननीय राष्ट्रीय कंपनी कायदा न्यायाधिकरण मुंबई खंडपत्र (एनएसएलटी), न्यायालय IV यांचेकडे सादर केले असून माननीय (एनएसएलटी) न्यायासन IV यांनी, १५ मार्च २०२२ रोजी ज्या आदेशानुसार सादर याचिका दाखल करून घेतली आहे, माननीय (एनएसएलटी) न्यायासन IV यांनी २० एप्रिल २०२२ रोजी माननीय न्यायाधिकरणाने निश्चित केलेली कोणतीही तात्काळ, सादर याचिकेची सुनावणी निश्चित केली आहे.

कोणतीही व्यक्तीला सादर याचिकेला समर्थन देण्याची किंवा विरोध करण्याची इच्छा असल्यास त्याने/ तिने / त्यांनी माननीय एनएसएलटी आणि / किंवा याचिकाकर्ता कंपनी यांचेकडे त्यांच्या खालील पत्त्यावर उद्दिष्टाची सुचना सादर याचिकेच्या सुनावणीसाठी निश्चित करण्यात आलेल्या तारखेच्या दोन दिवस आगोदर पर्यंत पोहोचेल अशा पध्दतीने घाटवावी.

पता:-हस्तांतरण करून घेणारी कंपनी/(अर्जदार कंपनी- १) नमन सेंटर, उवा मजला, देना बँकेच्या समोर, प्लॉट क्र. सी-३१ जी ब्लॉक, वॉर्ड कुर्ला कॉम्प्लेक्स, वॉर्ड (पूर्व) मुंबई, महाराष्ट्र-४०००५१, जर एखाद्या व्यक्तीला सादर याचिकेला हरकत घ्यावीच नसल्यास त्याच्या/ तिच्या / त्यांच्या हरकतीची कारणे किंवा त्या संदर्भात तील प्रतिसाधपत्राची प्रत सादर सुचवलेली सादर करावी.

नमूद केलेल्या कालावधीत कोणतीही प्रतिनिधित्व न मिळाल्यास, असे गृहीत धरून जाईल की प्रस्तावित योजनेवर आपला कोणताही विरोध नाही.

याचिकेची प्रत याचिकाकर्ता कंपनीचे नोंदीकृत कार्यालयाच्या कामकाजाचे दिवशी (सोमवार ते शुक्रवार) एखादी १०.०० ते संध्याकाळी ०५.३० ध्या येईल, परंतु याचिकेच्या सुनावणीसाठी निश्चित करण्यात आलेल्या तारखेच्या दोन दिवस आगोदर पर्यंत उपलब्ध असेल.

व्यासादी आणिव्यावृत्तीने जीएमआर हायवेज लिमिटेड व्यावृत्ती / (परमजीव सिंग) कंपनी सधिय

ठिकाण: मुंबई
दिनांक: ०५ एप्रिल २०२२

जाहीर सूचना

सुचना याद्वारे देण्यात येते की, (१) श्रीम. केतकी परेश पारेख, मुंबईचे भारतीय रहिवासी, राहणारे येथे अशोक गार्डन्स टॉवर II, ई-१०१, जी. डी. ऑनकर मार्ग, परळ, मुंबई-४०० ०१५, आणि (२) श्री. श्रयामन किशन मधुशाला मुंबईचे भारतीय रहिवासी, राहणारे येथे २६०२, झराह, डॉ. ई. मोझेस रोड, वरळी, मुंबई-४०० ०१८, दोघे दिनांक १२ जानेवारी, २०१८ च्या नुकूल प्रताप सभेच्या यांचे अंतिम इच्छापत्र आणि मृत्यूपत्राच्या निष्पत्तीक आणि विवक्षित, यांनी असावे अशिलाकडे उकारांनी आणि शांततापूर्वक ताबाहस सर्व भाग्यासमूह मुक्त १-११, रिडज रोड, (सख्यी बी. जी. खेर मार्ग अशी ओळख) येथे स्थित, असलेले आणि वसलेले आणि डी-प्रभाग अन्वये महापालिकाद्वारे निर्धारित आणि नोंदीत झोन क्र. ७/६६-बी अन्वये मलबार हिल आणि कंबोला हील विभागाच्या कॅम्पस्टूल सव्हे ३.३१३ आणि ३०६ धारक जमीन, मोजमापित ५.७२५.७९ चौरस मीटर आणि २१२.३८ चौरस मीटरसह ते सर्व भाग आणि विभागवार बांधकामित "सुनीता" अशा ज्ञात इमारती ("इमारत") च्या १२ व्या मजल्यावर फ्लॅट क्र. १२-बी, मोजमापित अंदाजे ३,२०० चौरस फीट (अंदाजे २९७ चौरस मीटरसह) विल्टअप क्षेत्राशी समतुल्य), त्यासह इमारतीच्या कपाऊंडमध्ये २ (दोन) ओळखले जाणारे आणि राखीव अडव्हॉकट कार पार्किंग जागा (फुल कार पार्किंगसाठी) ("एकत्रित कार पार्क") आणि कॉमन्सट्रि प्रिमायसेस को- ऑर्परेटिव्ह सोसायटी लिमिटेडच्या शेअर प्रमाणपत्र क्र. २२ मध्ये समाविष्ट विभिन्न क्रमांक १४६ ते १५० (दोन्ही समाविष्ट) धारक प्रत्येकी रुपये ५०/- (रुपये पन्नास फक्त) च्या ५ (पाच) शेअर्स ("शेअर्स") विक्री करण्यास मान्य केले आहे.

सर्व व्यक्ती फ्लॅट, कार पार्क आणि शेअर्सच्या संदर्भात किंवा कोणत्याही भागाला संबंधित विक्री, हस्तांतर, अदलाबदल, अभिहस्तकारण, भाडेपट्टा, उप-भाडेपट्टा, वहावाट, उप-वहावाट, लिज अँड लायसेंस, परवाना, काळजीवाहू तत्व, हाणण, वासा, भाग, भेट, मृत्यूपत्र, धारणाधिकार, प्रभार, निर्वाह, सुविधाधिकार, विरवस्त, इच्छापत्र, अंत्यदान, लाभार्थी, लेखी करार, ताबा, सोडून देणे, त्यागित करणे, किंवा कोणत्याही करार, विलेख, दस्तावेज, लेखी हस्तान्तरण विलेख, विकास करार व स्वयंसेवक पत्र, उपाधिकार, कोर्टाधिकार व्यवस्था/तडजोड, वाद, कोणत्याही न्यायालयाच्या निकाल किंवा न्याय निर्णय, कंत्राट/काराच्या मार्ग कोणत्याही भाग, नामाधिकार, इस्टेट, दावा किंवा हितसंबंध असल्यास किंवा दावा करीत असल्यास त्यांनी सादर प्रसिद्धीच्या तारखेपासून १४ (चौदा) दिवसांत निम्नव्यावृत्तीकाराकडे दस्तावेजी पुराव्यांची प्रमाणीत सत्य प्रतसह सहादत कळविणे याद्वारे आवश्यक आहे, कसू केल्यास अशा दावा, हक्क, नामाधिकार, इस्टेट किंवा हितसंबंध सत्यत्वाचे पुरावे धरला जाईल. आणि ते सोडून दिला किंवा त्यागित केला असे मानण्यात येईल आणि/किंवा आमच्या अशिलावर बंधनकारक नसले आणि कोणत्याही व्यक्तीचे असे दावे आणि आक्षेपांच्या संदर्भात शिवाय आमचे अशील विक्री पूर्ण करेल.

ठिकाण: मुंबई
दिनांक: ६ एप्रिल, २०२२
आशू गुडा
भागीदार
शाहूल अमरचंद मंगलदास आणि कंपनी
एक्सप्रेस टॉवर्स, २३ वा मजला,
नरिमान पॉइंट, मुंबई-४०० ०२१.
महाराष्ट्र, भारत.

जाहीर सूचना

याद्वारे देण्यात येते की, (१) श्री. इनायत अली हसन आणि (२) श्री. आदिल इनायत हलानी यांचे कोणत्याही लिखित परिशिष्टाधीन लिखित स्वरूपात बर्षाने केलेल्या परिसरावर नामाधिकार प्राप्त झालेले कोणत्याही व्यक्ती वरील संदर्भित परिसर किंवा कोणत्याही भागाच्या संबंधी किंवा अदलाबदल, प्रभार, हाणण, भेट, विरवस्त, वासा, ताबा, भाडेपट्टा, धारणाधिकार, निर्वाह, सुविधाधिकार, मृत्यूपत्र, अंत्यदान, भार किंवा अन्यकाही दावे असल्यास सादर जात लिखित कागदोपरी पुराव्यांसह निम्नव्यावृत्तीकारांना त्यांचे कार्यालय दुकान क्र. १०९, १ला मजला, क्रिस्टल गॉर्गस पॅराडाइस, २व्या आणि ३व्या रोडचे जंक्शन, बांद्रा पश्चिम, मुंबई-४०० ०५० येथे सुचनेच्या प्रसिद्धीच्या ७ दिवसांच्या आत कळविणे आवश्यक आहे, कसू केल्यास, कोणत्याही दावा अस्तित्वात नाही आणि जर असल्यास त्यात आणि/किंवा परिष्कारित केला समजले जातील.

परिशिष्ट
महसूल गाव बांद्रा, कॉर्नर ऑफ लिंकम रोड आणि ३व्या रोड, खार(प), मुंबई-४०० ०५२ चा सी.टी.एस क्र. एफ/१३७ आणि एफ/१३८ धारक प्लॉट क्र. ५०६-००७ येथे स्थित केनिलवर्थ अरि. के. प्रिमायसेस को ऑप डब्लू. सोसायटी अरि. मधील केनिलवर्थ ग्रांजिंग अँड क्रेज II अशा ज्ञात विलिनीकरण तळ मजल्यावर स्थित तीन दुकान, मोजमापित ३८८.०५ चौ.फीट विल्ट अप क्षेत्र दुकान क्र.३, दुकान क्र.१४, मोजमापित ४२ चौ.फीट चर्टड क्षेत्र आणि दुकान क्र. १५ मोजमापित ४२ चौ.फीट चर्टड क्षेत्र
ठिकाण: मुंबई
दिनांक: ०६/०४/२०२२.

जाहीर सूचना

सुचना घ्यावी की, आम्ही मे. नेसंट डेव्हलपर्स, भागीदारी संस्था, जिचा पत्ता येथे व्हीएफ, डॉ. ई. मोझेस रोड, वरळी, मुंबई ४०० ०१८ यांचे खालील उद्धृत मिळकतीचे नामाधिकार तपासून आहेत.

सर्व व्यक्तींना सादर मिळकत किंवा त्यांच्या कोणत्याही भागांमध्ये, त्यांच्याशी किंवा त्यांविरोधात समाविष्ट पण मर्यादीत नसलेले, वासा, हाणण, कब्जा, विक्री, भेट, भाडेपट्टा, कुळवहावाट, धारणाधिकार, प्रभार, विरवस्त, देखभाल, सुविधाधिकार, विकास हक्क किंवा याशिवाय कसेहीच्या मार्ग कोणताही अधिकार, नामाधिकार, हितसंबंध, दावा किंवा मागणी असल्यास लिखित स्वरूपात निम्नव्यावृत्तीकारांना त्यांच्या किमानव्यावृत्ती कार्यालय क्र. ४, ३रा मजला, हिंद राजस्थान चॅम्बर्स, ६, अब्दुल रझाक अलाना मार्ग (ओक लेन), फोर्ट, मुंबई ४०० ००१ येथे दस्तावेजी पुराव्यांसह या प्रकाशनाच्या तारखेपासून १४ दिवसांत कळवावे, कसू केल्यास तशा दावा, मागणी किंवा आक्षेपांच्या संदर्भात शिवाय नामाधिकार प्रमाणपत्र जारी केले जाईल आणि तसे जर काही असल्यास ते त्यागित आणि परिष्कारित समजले जातील.

मिळकतीचे परिशिष्ट
प्लॉट क्र. १७७, लेडी जमशेदजी रोड, दादर, मुंबई ४०००२८ येथे स्थित असलेले आणि वसलेले आणि मुंबई शहरचा नोंदीकृत जिऱ्हा आणि उज शिल्हामध्ये माहिस विभागाचा धारणमुक्त जमीन मोजमापित ४७८.३६ चौ.मीटरसह धारक सी.एस. क्र. १८११ सह उपकरणास इमारत प्रभु दर्शन नावे ज्ञात (याआधी चिट्ठाका महक नावे ज्ञात) याआधी त्यावर उभी आणि आता पाडलेली याचे सर्व ते भाग आणि विभाग.

सही/ - ०५.०४.२०२२
हितेश सोलंकी
मनोज अँड अशोक असोशिएट्स वकील व सॉलिसिटर्स

जाहीर सूचना

सुचना याद्वारे देण्यात येते की, आमचे गोर्णदास एस्. गोरेडिया ("गोर्णदास") आणि एक महेशकुमार गोर्णदास मोर्टीवग ("महेशकुमार") हे नमोव्यवृत्तीचे गोर्णदास मोर्टीवग ट्रस्ट अशा ज्ञात खात्यांनी त्यांचे विरवस्त असून (त्यामधील पहिल्या भागाचा "प्रवर्तक" असा संदर्भित) आणि अविद अली रवदाद (त्यामधील दुसऱ्या भागाच्या फ्लॅट खेरीददार म्हणून संदर्भित) यांच्या दस्ताव्या फ्लॅट क्र. ए/००२, चे संदर्भित दिनांक २० एप्रिल, १९९६ च्या काराच्या कलमे आणि एक गोर्णदास एस्. गोरेडिया ("गोर्णदास") आणि एक महेशकुमार गोर्णदास मोर्टीवग ("महेशकुमार") हे परस्परवैरीनी सोसायटी ट्रस्ट अशा ज्ञात खात्यांनी येथे विरवस्त असून (त्यामधील पहिल्या भागाचा "प्रवर्तक" असा संदर्भित) आणि जावेद अली रवदाद (त्यामधील दुसऱ्या भागाच्या फ्लॅट खेरीददार म्हणून संदर्भित) यांच्या दस्ताव्या फ्लॅट क्र. ए/००२, च्या संदर्भित दिनांक २० एप्रिल, १९९६ च्या काराच्या कलमे, यांनंतर दोन्ही वरील नमूद "फ्लॅट" असा संदर्भित आणि ते या खालील लिखित परिशिष्टामध्ये अधिक तपशिलावरून विविधित, असलेले मूळ कार फ्लॅट च्या नामाधिकारकर्ता पूर्वीचे मालक अविद अली रवदाद आणि जावेद अली रवदाद यांचे गतीत मुखकार असलेले शोबन अली रवदाद तर्फे १५.०५.२०२२ रोजीस हस्तिलेले/हाणण झालेली आहेत.

कोणत्याही व्यक्ती/स या सादर स्वरूपाच्या संदर्भित मूळ कार साधन असले त्यांनी सादर प्रसिद्धीच्या तारखेपासून १४ (चौदा) दिवसांत ३१.६, ३ वा मजला, रिवा चॅम्बर्स, प्लॉट क्र. ३१, विल्टदान ठाकुरती मार्ग, न्यू मॉरीन इस्ट, फोर्ट, मुंबई - ४०००२० येथे त्यांच्या कार्यालयास असलेले निम्नव्यावृत्तीकारांना लेखी सार कळविण्यास याद्वारे विनंती आहे.

परिशिष्ट
मालाड (पश्चिम), मुंबई - ४०० ०६४ येथे स्थित असलेले आणि वसलेले ओलेम, मावें रोड च्या सीटीएस क्र. १६६ (भाग), १६७ (भाग), १६७/१, १६७/२, १६७/३ ते १६७/३ सोसायटीच्या ते सर्व भाग आणि विभागवार बांधकामित समूही को-ऑर्परेटिव्ह हाऊसिंग सोसायटी लिमिटेड च्या इमारत क्र. ३ मधील तळ मजल्यावर फ्लॅट क्र. ए/००२ त्यासह समूही को-ऑर्परेटिव्ह हाऊसिंग सोसायटी लिमिटेड द्वारे जारी दिनांक २४ मार्च, २००३ च्या शेअर प्रमाणपत्र क्र. २२६ ते २२० (दोन्ही समाविष्ट) धारक प्रत्येकी रु. ५०/- (रुपये पन्नास मात्र) च्या दर्शनी मृत्यूच्या ५ (पाच) पूर्ण भरलेले शेअर्स, आणि मालाड (पश्चिम), मुंबई - ४०० ०६४ येथे स्थित असलेले आणि वसलेले ओलेम, मावें रोड च्या सीटीएस क्र. १६६ (भाग), १६७ (भाग), १६७/१, १६७/२, १६७/३ ते १६७/२ धारक जमीनीच्या ते सर्व भाग आणि विभागवार बांधकामित समूही को-ऑर्परेटिव्ह हाऊसिंग सोसायटी लिमिटेड च्या इमारत क्र. ३ मधील पहिल्या मजल्यावर फ्लॅट क्र. ए/००२ त्यासह समूही को-ऑर्परेटिव्ह हाऊसिंग सोसायटी लिमिटेड द्वारे जारी दिनांक २४ मार्च, २००३ च्या शेअर प्रमाणपत्र क्र. २७० द्वारे प्रतिनिधित्व विविध क्र. २२१ ते २२० (दोन्ही समाविष्ट) धारक प्रत्येकी रु. ५०/- (रुपये पन्नास मात्र) च्या दर्शनी मृत्यूच्या ५ (पाच) पूर्ण भरलेले शेअर्स.

एचएन विलान, वकील

माराठा सहकारी बँक लि.

मुख्य कार्यालय : मातुर्गी सीएसएस लि., १६६, एस्. व्ही. रोड, नटाराज स्ट्रिड,अजंठवड, अंधेरी (पूर्व), मुंबई - ४०० ०६९, रु.क्र. २६४४६१३/१४/१५

कब्जा सूचना

फॉर्म 'झेड'
खटला क्र. २४५/एसए/२००० मधील दिनांक २९.११.२१ रोजी मुख्य महानगर दंडाधिकारी, एम्प्लेन्स, मुंबई द्वारे पारित आदेशानुसार खाली नमूद जम मिळकतीचा प्रत्यक्ष कब्जा घेण्यासाठी समूही अधिकारी श्री. महेश झिल्लु सावंत यांची नियुक्ती केली होती आणि यमुसुली अधिकार्यांनी एम्पसीएस अँड १९६० च्या नियम १०९ सह वाजता कलम १५६ आणि नियम १९६१ आणि पोट नियम १०१ (११) (डी-१) (VI) (ए) अंतर्गत मिळालेल्या राखीव वापर करून मे. राज पॅकेजिंग (कर्जदार, सह-कर्जदार आणि हमीदार; श्री. भावने नरिमचंद शाह आणि सो. मायना भावने शाह) हे बँकेकडे हाणून असलेल्या खाली नमूद सादर जम मिळकतीचे मालक आहेत त्यांच्या बँकेच्या थकबाकीच्या यमुसुली करिता दिनांक २९.११.२१ रोजीच्या आदेशानुसार खाली नमूद मिळकतीचा प्रत्यक्ष कब्जा घेतला आहे. यमुसुली अधिकार्यांनी एम्पसीएस अँड १९६० च्या कलम १०१ अन्वये उप. प्रवर्तकाद्वारे जारी केलेल्या २६.०२.२०१७ रोजीच्या यमुसुली प्रमाणपत्र क्र. १०१/१५९२/१६ प्रमाणे जमी अडव्हॉकटून मिळकत जम केली आहे.

स्थायर मिळकतीचे वर्णन

२३५, नरसी नाथ स्ट्रीट, दुकान क्र.१३, रास मजला, भट बाझार, मस्जिद बंदर, मुंबई-४००००९.

दिनांक १६.०३.२०२२ रोजीच्या सुचनेप्रमाणे यमुसुली अधिकारी श्री. महेश झिल्लु सावंत यांनी मुलुड पॉलिस् स्टेशन (पावती क्र. ७७७००९९१) पॉलिस् संरक्षणाच्या मदतीने ३१.०३.२०२२ रोजी यमुसुली अधिकार्यांनी प्रत्यक्ष कब्जा घेतला.

विशेष नोंद: आणि सर्वसामान्य जनतेला याद्वारे इशारा देण्यात येतो की, बँकेच्या पूर्वी घेतलेल्या मंजूरीशिवाय सादर मिळकतीबाबत कोणत्याही प्रकारचा व्यवहार करू नये, बँकेच्या परवानगीशिवाय सादर मिळकतीची केलेली कोणताही व्यवहार हा माराठा सहकारी बँक लि. च्या भाराधीन राहिल.

दिनांक : ३१ मार्च, २०२२
अंधेरी (पू), मुंबई ४०० ०६९.

श्री. महेश झिल्लु सावंत
यमुसुली अधिकारी,
माराठा सहकारी बँक लि.
(एम्पसीएस अँड १९६० च्या कलम १५६
आणि एम्पसीएस कलम, १९६१ च्या नियम १०१ अन्वये)

जाहीर सूचना

वसई येथील मा. श्री. आर. एच. नाथाणी, दिवाणी न्यायाधिका, व. स्तर, वसई हयांच्या न्यायालयात
ने. ता. २४/०६/२०२२
चौ.अ.क्र.०४/२०२२
नि.क्र. ०५

Raviraj Narendra Sankhe Flat no. 25, Sahara CHS., Ltd., Nararangi road, Near Nararangi fata, vishwaraj housing complex, virar east Tal. Vasai, Dist. Palghar.Applicant
V/s
No one
.....Respondent

Schedule of Property सोबत जोडलेल्या यादीनुसार
IN THE COURT OF CIVIL JUDGE (1) D. VASAI AT VASAI
Civil M. A. No. ___ of 2021

Shri. Raviraj Narendra Sankhe aged about 33 years Occupation- Self employed residing at: Flat No. 25, Sahara Chs. Ltd., Nararangi Road, Near Nararangi Fata, Vishwaraj Housing Complex, Virar East, Tal Vasai, Dist Palghar 401305 Son of the deceased above named
V/s
No One
.....Applicant

No One	V/s	Value/Amount
Flat No. 303, "Wing "D", 10-B, MARADA, Pratiksha Nagar, Nisargah Chsl, New Mathada Colony, BEST Depot Road, Near Ganesh Mandir, Son East, Mumbai - 400 022		75,00,000.00
Bank Of Baroda (Agashi Road, Virar West) Account No. 76200100017645		3,42,059.80
HDFC Virar West Account No. 00511000039340		421178.52
Dena bank Fix deposit, Virar West (BOB) Receipt No. 8283432		114856.00
Dena bank Fix deposit, Virar West (BOB) Receipt No. 7275964		220570.00
HDFC Investment Borivali Branch Receipt BO/6660537		1,08,982.00
HDFC Investment Borivali Branch Receipt BO/6660520		52639.00
HDFC Investment Borivali Branch Receipt BO/6087234		250072.00
Recurring Deposit with HDFC VIRAR W Bearing No. 5040009174242		6289.96
Shriram City Union Finance Limit Bearing No. 50484941		50434.00
Shriram Trans Finance Company Ltd. Bearing No. 50914638		56162.00
Shriram Trans Finance Company Ltd. Bearing No. 50914997		71327.00
IDFC Long Term Infrarstr Bond (2011-12) Tranche I Bearing Certificate No. 256545		11840.00
IDFC FOLIO, Bearing Client ID No. IDD0256545		11840.00
Saraswat Bank Virar East Branch Fix Deposit Bearing No. SR No. 629852		1144935.00
Saraswat Bank Virar East Branch Fix Deposit Bearing No. SR No. 629853		500000.00
Saraswat Bank Virar East Branch Fix Deposit Bearing No. SR No. 629854		1000000.00
BAJAJ FIN SERV Fix Deposit Bearing No. FD 270772		3,00,000.00
MAHINDRA FINANCE Fix deposit Bearing No. N16107379H		40,000.00
MAHINDRA FINANCE Fix deposit Bearing No. N19110137Q		3,00,000.00
MAHINDRA FINANCE Fix deposit Bearing No. C19189573		51872.00
Folio No. 53130226 Principal Emerging Blue Chip Fund-Growth Option		29316.21
Flat No. 68, Building No. A-2, Now Known as Saylee Chs. Ltd., situated at S. No. 51 Hissa No. 2, 3/1, 3/2, 4 to 18 S. No. 52 Hissa No. 8 and S. No. 429 H. No. 1 to 5, 13, 14, 15 (P), 15(P) and S. No. 26, H. No. 16A, 16B, 17 and S. No. 1, 23 Village Nararangi, Tal. Vasai.		25,00,000.00
TOTAL		1,54,84,373.49

Schedule of Assets of the deceased

Schedule of Assets of the deceased	Value
The Saraswat Co-Op Bank, Virar East Branch A/c No. 029200100010743	72138.93
Fix Deposit The Saraswat Co-Virar East Branch Sr. No. 629855	165891.00
MAHINDRA FINANCE Fix deposit Bearing No. N16107380H	40,000.00
MAHINDRA FINANCE Fix deposit Bearing No. C19189548	51872.00
HERO HONDA SUPER SPLENDOR MH 04 D 3847	5,000.00
Flat No. 25, Building No. A-1, Now Known as Sahara Chs. Ltd., situated at S. No. 51 Hissa No. 2, 3/1, 3/2, 4 to 18 S. No. 52 Hissa No. 8 and S. No. 429 H. No. 1 to 5, 13, 14, 15 (P), 15(P) and S. No. 26, H. No. 16A, 16B, 17 and S. No. 1, 23 Village Nararangi, Tal. Vasai.	25,00,000.00
	3484201.93

Schedule of Assets of the deceased

Schedule of Assets of the deceased	Value
The Saraswat Co-Op Bank, Virar East Branch A/c No. 029203100003298	6,02,217.79
Mutual Fund Folio No. 178709502 IDFC Hybrid Equity Fund Regular Plan Growth	1,72,400.00
Mutual Fund Folio No. 1013116399 Aditya Birla Sunlife Front Line Equity Fund Growth	93,856.24
Mutual Fund Folio No. 296853950 L&T India Value Fund-Regular Plan Growth	1,77,225.38
Mutual Fund Folio No. 17827120Franklin India Focused Equity Fund Growth Plan	1,57,790.57
Mutual Fund Folio No. 398940163 Kotak Flexicap Fund -Growth	84,160.48
Mutual Fund Folio No. 50176111951 Kotak Flexicap Fund Growth	57,169.73
Mutual Fund Folio No. 17827116 IDFC Franklin India Opportunities Fund - Growth	1,52,221.00
Mutual Fund Folio No. 419123265652 Nippon India Power & Infra Fund-Growth Plan-Growth Option	1,13,991.33
Mutual Fund Folio No. 682486762 Kotak Balance Advantage Fund-Regular Plan Growth Option	1,46,990.43
Mutual Fund Folio No. 23426704 SBI Focus Equity Fund-Regular Plan Growth	1,94,180.85
Mutual Fund Folio No. 400488653 HDFC Liquid Fund Growth Plan	65,244.14
Mutual Fund Folio No. 5604066/36 Kotak Flexicap Fund-Growth	53,642.12
Mutual Fund Folio No. 17827119 Franklin India Focused Equity Fund - Growth Plan	29,7303.99
Mutual Fund Folio No. 1785544/56 IDFC Cash Fund	86,275.67
Mutual Fund Folio No. 1013292628 Aditya Birla Sun Life Liquid Fund -Growth	2349.16
Mutual Fund Folio No. 5127390/90 Tata Flexi Cap Fund-Regular Plan-Growth	173801.24

SCHEME OF ARRANGEMENT

AMONGST

GMR TUNI-ANAKAPALLI EXPRESSWAYS LIMITED

(TRANSFEROR COMPANY - 1)

AND

GMR TAMBARAM TINDIVANAM EXPRESSWAYS LIMITED

(TRANSFEROR COMPANY - 2)

AND

GMR HIGHWAYS LIMITED

(TRANSFeree COMPANY)

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTION 230 to 232 OF THE COMPANIES ACT, 2013

PREAMBLE

- a. The Scheme of Arrangement (“the Scheme”) provides for amalgamation of **GMR TUNI-ANAKAPALLI EXPRESSWAYS LIMITED** (hereinafter referred to “the “**GTA**” or Transferor Company-1”) and **GMR TAMBARAM TINDIVANAM EXPRESSWAYS LIMITED** (hereinafter referred to “the “**GTT**” or Transferor Company -2”) with

GMR HIGHWAYS LIMITED (hereinafter referred to as “GHL” or “Transferee Company”) pursuant to Section 230 to 232 of the Companies Act, 2013 read with applicable Rules of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

- b. **TRANSFEROR COMPANY - 1** was incorporated as **GMR TUNI-ANAKAPALLI EXPRESSWAYS PRIVATE LIMITED** on 27th August 2001 as a Private Company limited by shares under the provisions of the Companies Act, 1956. The Company was converted into Public Company with effect from 28th March 2014.

The Registered Office of GTA, on incorporation was situated at 6-3-866/868, Opp to Greenland's Guest House, Greenlands, Begumpet, Hyderabad-500016 which was shifted vide Order of Chennai, Southern Region dated 19th February 2009 which was registered with ROC, Karnataka on 11th March 2009 to 25/1, Skip House, Museum Road, Bangalore – 560025 which, later on, shifted to Naman Centre 7th Floor, Opp. Dena Bank, Plot No. C-31, G Block, Bandra Kurla Complex, Bandra (East) Mumbai, Maharashtra– 400051, India, vide Order of Regional Director, SER, Hyderabad dated 27th February 2020 which was registered with ROC, Mumbai on 14th May 2020.

The present CIN of GTA is U45203MH2001PLC339776.

The Transferor Company –1 is engaged in development of highways on build, operate and transfer model on annuity basis.

The Transferor Company -1 is a subsidiary of the Transferee Company. On the Appointed Date and on the date of approval of the Scheme, Transferee Company holds 730,000 (Seven Lakhs Thirty Thousand) equity shares of INR 10/- each

comprising of 73% of the paid-up equity share capital of the Transferor Company
1.

- c. **TRANSFEROR COMPANY –2** was incorporated as **GMR TAMBARAM TINDIVANAM EXPRESSWAYS PRIVATE LIMITED** on 27th August 2001 as a Private Company limited by Shares under the provisions of the Companies Act, 1956. The Company was converted into Public Company with effect from 21st March 2014.

The Registered Office of GTT, on incorporation was situated at 6-3-866/868, Opp to Greenland's Guest House, Greenlands, Begumpet, Hyderabad-500016 which was shifted vide Order of Chennai, Southern Region dated 19th February 2009 which was registered with ROC, Karnataka on 11th March 2009 to 25/1, Skip House, Museum Road, Bangalore – 560025 which, later on, shifted to Naman Centre 7th Floor, Opp. Dena Bank, Plot No. C-31, G Block, Bandra Kurla Complex, Bandra (East) Mumbai, Maharashtra - 400051, India, vide Order of Regional Director, SER, Hyderabad dated 4th March 2020 which was registered with ROC, Mumbai on 11th April 2020.

The present CIN of GTT is U45203MH2001PLC339335.

The Transferor Company - 2 is engaged in development of highways on build, operate and transfer model on annuity basis.

The Transferor Company -2 is a subsidiary of the Transferee Company. On the Appointed Date and on the date of approval of the Scheme, Transferee Company holds 7,30,000 (Seven Lakh Thirty Thousand) equity shares of INR 10/- each comprising of 73% of the paid-up equity share capital of the Transferor Company -2.

- d. **TRANSFEE COMPANY** was originally incorporated as GMR HIGHWAYS PRIVATE LIMITED on 3rd February 2006 bearing CIN: U45203KA2006PTC038379 as a Private Company limited by shares under Companies Act, 1956.

The status of Transferee Company was changed from Private Limited to Public Limited by way of conversion from GMR HIGHWAYS PRIVATE LIMITED to GMR HIGHWAYS LIMITED with the approval of Central Government vide fresh certificate of incorporation consequent upon change of name on conversion to public limited company issued by Registrar of Companies, Karnataka on 24th March, 2010.

The Registered Office of the Transferee Company, on incorporation was situated at 25/1, Skip House, Museum Road, Bangalore – 560025 which, later on, shifted to Naman Centre 7th Floor, Opp. Dena Bank, Plot No. C-3, G Block, Bandra Kurla Complex, Bandra (East) Mumbai, Maharashtra– 400051, India, vide Order of Regional Director, SER, Hyderabad dated 28th April 2016 which was registered with ROC, Mumbai on 26th October 2016.

The present CIN of the Transferee Company is U45203MH2006PLC287171.

The Company carries on business of infrastructure development viz; undertaking construction and development projects of Roads/ Highways and also provides repairs, maintenance and tolling related services to its subsidiaries/associate companies and otherwise also.

The Company is the holding company of GMR Tuni-Anakapalli Expressways Limited (Transferor Company -1) and GMR Tambaram Tindivanam Expressways Limited (Transferor Company -2).

- e. It is proposed to amalgamate GMR Tuni-Anakapalli Expressways Limited and GMR Tambaram Tindivanam Expressways Limited with GMR Highways Limited pursuant to a Scheme under Section 230 to 232 read with applicable Rules of Companies (Compromises, Arrangements and Amalgamations), Rules 2016 and other relevant provisions of the Act (*defined hereafter*) (Transferor Company – 1 and Transferor Company – 2 are hereinafter collectively referred to as the Transferor Companies).

- f. The Transferor Companies are subsidiaries of the Transferee Company wherein Transferee Company holds 73% shares in each of the Transferor Companies and remaining shares being held by another group company namely GMR Generation Assets Limited (formerly the shares were held by GMR Power Corporation Limited which was merged with GMR Generation Assets Limited w.e.f. 3rd April, 2020). Further, the Transferor Companies are engaged in the development of highways on build, operate and transfer model on annuity basis while the Transferee Company provides repairs, maintenance and tolling related services to its subsidiaries/associate companies and otherwise also, thus this Scheme envisages vertical integration of Companies engaged in similar business profile resulting into consolidation of businesses, simplification of structure (including shareholding structure) thereby strengthening the financial position of Transferee Company and its operational optimisation. It is intended that Transferee Company shall have sharper focus on underlying businesses with an aim of achieving operational efficiencies, stronger financials and growth prospects for the people and organization connected therewith. Accordingly, consolidation of businesses of the said companies would be in their best interests as well as their respective

shareholders and other stakeholders. The proposed amalgamation envisaged under this Scheme are in line with the current global industry practice to achieve size, scalability, integration, greater financial strength and flexibility thereby maximizing shareholder value and to achieve higher long-term financial returns.

The other benefits likely to arise through the proposed arrangement are as follows:

- I. enable the Transferee Company to consolidate its business operations and provide significant impetus to its growth;
- II. result in reduction in overheads, administrative, managerial and other expenditures and will enhance operational efficiency and optimal utilization of various resources;
- III. be conducive to better and more efficient and economical control and conduct of the business;
- IV. enable elimination of duplication of administrative functions and the multiple records keeping resulting in reduced expenditure;
- V. result in significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and Transferee Company;
- VI. Obtaining synergy benefits;

There is no adverse effect of Scheme on the directors, key management personnel, shareholders, creditors and employees of Transferor Companies and Transferee Company. However, the Board of the Transferor Companies upon amalgamation shall stand dissolved. The Scheme would be in the best interest of all stakeholders.

Due to the aforesaid rationale, it is considered desirable and expedient to enter into this Scheme for amalgamation of Transferor Companies with the Transferee Company, and in consideration thereof issue equity shares of the Transferee Company to the shareholders of Transferor Companies in accordance with this Scheme.

Accordingly, the Board of Directors of Transferor Companies and Transferee Company have decided to make requisite applications and/or petitions before the Tribunal (hereinafter defined) as the case may be, as applicable under Sections 230 to 232 of the Act (hereinafter defined) and other applicable provisions for the sanction of this Scheme.

g. Treatment of Scheme for the purposes of Income-Tax Act, 1961

The provisions of this Scheme have been drawn up to comply with the conditions relating to “Amalgamation” as defined under section 2(1B) of the Income-tax Act, 1961 (“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 provision of the IT Act shall prevail, and the Scheme shall stand modified to the extent determined necessary to comply with the provision of section 2(1B) of the IT Act. Such modification(s), will, however, not affect the other provisions of the Scheme.

h. **THE SCHEME OF ARRANGEMENT IS DIVIDED INTO THE FOLLOWING PARTS:**

Part A - Definitions and Share capital

Part B - Amalgamation of 'GMR Tuni-Anakapalli Expressways Limited' - Transferor Company -1 and 'GMR Tambaram Tindivanam Expressways Limited' - Transferor Company -2 with 'GMR Highways Limited' - Transferee Company.

Part C - General Terms & Conditions

PART A – DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

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

1.1 ***“Act” or “the Act”*** means the Companies Act, 2013 and shall include any statutory modifications, re-enactment or amendments thereof for the time being in force.

1.2 ***“Appointed Date”*** means 01st April, 2019, being the start of the financial year 2019-20 or such other date as may be fixed or approved by the National Company Law Tribunal, Mumbai Bench or/and any other appropriate authority.

1.3 ***“Board of Directors” or “Board”*** shall mean the Board of Directors of the Transferor Companies and the Transferee Company as the case may be or any

Committee thereof duly constituted or any other person duly authorized by the Board for the purpose of this Scheme;

1.4 **“Effective Date”** means the latest date on which the certified copies of the confirmation order of the Scheme issued by National Company Law Tribunal, Mumbai Bench are filed with the Registrar of Companies, Mumbai by the Transferor Companies and the Transferee Company;

1.5 **‘National Company Law Tribunal’ or ‘NCLT’ or ‘Tribunal’** means the National Company Law Tribunal, Mumbai Bench;

1.6 **“Record Date”** means the date to be fixed by the Board of Directors of the Transferee Company for the purpose of determining the respective equity shareholders of the Transferor Companies, who shall be entitled to receive equity shares of the Transferee Company as per Clause 5 of this Scheme;

1.7 **“Registrar of Companies” or “RoC”**: means the Registrar of Companies, Mumbai;

1.8 **“Scheme” or “the Scheme” or “Scheme of Arrangement”** means this Scheme of Arrangement, as proposed to be submitted in the present form to National Company Law Tribunal, Mumbai together with any modification(s) approved or imposed or directed by the Registrar of Companies, Mumbai and / or Official Liquidator/or other Authorities, amongst GMR Tuni-Anakapalli Expressways Limited’ (Transferor Company –1) and ‘GMR Tambaram Tindivanam Expressways Limited’ (Transferor Company –2) with GMR Highways Limited (Transferee Company), their respective shareholders and creditors, if any, to be approved or directed by the National Company Law Tribunal, Mumbai with such modification(s), if any.

- 1.9 ***“Transferee Company”*** means GMR Highways Limited, incorporated on 3rd February 2006 bearing CIN: U45203MH2006PLC287171 and having its registered office at Naman Centre, 7th Floor, Opp. Dena Bank, Plot No. C-3, G Block, Bandra Kurla Complex, Bandra (East) Mumbai, Maharashtra – 400 051, India.
- 1.10 ***“Transferor Companies”*** means the collective of GMR Tuni-Anakapalli Expressways Limited and GMR Tambaram Tindivanam Expressways Limited.
- 1.11 ***“Transferor Company – 1”*** means GMR Tuni-Anakapalli Expressways Limited, incorporated on 27th August 2001 and bearing CIN: U45203MH2001PLC339776.
- 1.12 ***“Transferor Company – 2”*** means GMR Tambaram Tindivanam Expressways Limited on 27th August 2001 and bearing CIN: U45203MH2001PLC339335.
- 1.13 ***“Undertaking of the Transferor Companies”*** shall mean and include the whole of assets, properties, accrued income, liabilities, accumulated losses and the undertaking of the Transferor Companies existing as on Appointed Date and specifically include the following (without limitation):
- (i) The whole of the undertaking of the Transferor Companies including all secured and unsecured debts, if any, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased, licensed), all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, licenses including licenses, registrations, copyrights, patents, trade names,

trademarks and other rights and licenses in respect thereof, applications for copyrights, patents, trade names, trademarks, leases, licenses, tenancy rights, premises, ownership flats, hire purchase and lease arrangements, lending arrangements, benefits of security arrangements, computers, office equipment, telephones, telexes, facsimile connections, internet connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances, Bank accounts and all other rights, benefits of all agreements, subsidies, grants, Minimum Alternate Tax, tax credits (including but not limited to credits in respect of income tax, GST, sales tax, value added tax, turnover tax, service tax, etc.), Software License, Domain / Websites etc., in connection / relating to the Transferor Companies and other claims and powers of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Companies, existing as on the Appointed Date.

- (ii) All staff, workmen, and employees, if any, of the Transferor Companies in service on the Effective Date.

- (iii) All records, files, papers, information, computer programs, manuals, data, catalogues, quotations, sales advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information and other records, whether in physical form or

electronic form of the Transferor Companies existing as on the Appointed Date.

1.14 Any references in the Scheme to “upon the Scheme becoming effective” or “effectiveness of the Scheme” shall mean the Effective Date.

1.15 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Companies Act, 2013, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

2.1. The Scheme, set out herein in its present form or with any modification(s) approved, shall be effective from the latest date on which certified copies of the NCLT order under section 230 to 232 of the Companies Act, 2013 is filed with the RoC. Such date is called as the Effective Date.

2.2. 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.

2.3. That the Appointed Date for the Scheme is kept as April 1, 2019, being the start of the previous financial year 2019-20. That the Appointed Date being more than one year old is due to the disruption in the business affairs of the Companies, being caused by the COVID-19 pandemic in India. That keeping the Appointed Date as April 1, 2019, being the start of the financial year, is in the interest of the Companies and their shareholders and is not prejudicial to the public interest in

any manner. That for the Appointed Date being April 1, 2019, the books of the Transferor Companies with the Transferee Company shall stand merged with ease for the entire financial year 2019-20, and later, in the manner as provided in this Scheme.

3. SHARE CAPITAL

3.1. The authorized, issued, subscribed and paid up share capital of the Transferee Company as at 1st April, 2019 i.e. the Appointed Date is as under:

Authorized Capital	Amount (INR)
2,34,00,00,000 Equity shares of INR 10/- each	23,40,00,00,000
16,10,00,00,000 Preference shares of INR 100/- each	16,10,00,00,000
Total	39,50,00,00,000
Issued, Subscribed and Paid-up	Amount (INR)
205,29,29,749 Equity shares of INR 10/- each fully paid up	20,52,92,97,490
Total	20,52,92,97,490

The Transferee Company has filed the application before the Hon'ble NCLT for its approval for the reduction of its share capital, and the Hon'ble NCLT has approved the application for reduction of share capital on 20th March 2020. The shareholders of the Transferee Company have approved Reduction of Share Capital vide their resolution passed in the meeting dated 15th November 2019.

The order of Hon'ble NCLT, Mumbai Bench, for the reduction of the share capital was filed by the Company with the Registrar of Companies, Mumbai in e-form INC-28 vide SRN R36120517 dated 26th March 2020, which was

registered on 12th May, 2020 and become effective under the order of the Hon'ble NCLT, as above, and the issued, subscribed and paid up share capital of the Transferee Company is as under, and shall be considered for all purposes as provided under this Scheme, instead of the issued, subscribed and paid up capital of the Transferee Company as on the Appointed Date:

Issued, Subscribed and Paid-up	Amount (INR)
77,54,40,510 Equity shares of INR 10/- each fully paid up	7,754,405,100
Total	7,754,405,100

3.2. The authorized, issued, subscribed and paid up share capital of the Transferor Company - 1 as at 1st April 2019 i.e. the Appointed Date, is as under:

Authorized Capital	Amount (INR)
10,00,000 Equity shares of INR 10/- each	1,00,00,000
79,00,000 Preference shares of INR 100/- each	79,00,00,000
Total	80,00,00,000
Issued, Subscribed and Paid-up	Amount (INR)
10,00,000 Equity shares of INR 10/- each fully paid up	1,00,00,000
Total	1,00,00,000

Subsequent to 1st April 2019, there has been no change in the capital structure of Transferor Company - 1.

3.3. The authorized, issued, subscribed and paid up share capital of the Transferor Company - 2 as at 1st April 2019, i.e. the Appointed Date, is as under:

Authorized Capital	Amount (INR)
10,00,000 Equity shares of INR 10/- each	1,00,00,000
1,07,00,000 Preference shares of INR 100/- each	1,07,00,00,000
Total	1,08,00,00,000
Issued, Subscribed and Paid-up	Amount (INR)
10,00,000 Equity shares of INR 10/- each fully paid up	1,00,00,000
Total	1,00,00,000

Subsequent to 1st April 2019, there has been no change in the capital structure of Transferor Company - 2.

PART B

AMALGAMATION OF GMR TUNI-ANAKAPALLI EXPRESSWAYS LIMITED' (TRANSFEROR COMPANY –1 or GTA) AND 'GMR TAMBARAM TINDIVANAM EXPRESSWAYS LIMITED' (TRANSFEROR COMPANY – 2 or GTT) WITH GMR HIGHWAYS LIMITED (TRANSFEREE COMPANY)

4. AMALGAMATION OF THE TRANSFEROR COMPANIES WITH THE TRANSFEREE COMPANY

Transfer of Assets

- 4.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, whole of the Undertaking of the Transferor Companies including but not limited to all the movable and immovable properties and assets

(whether tangible or intangible) of the Transferor Companies comprising, amongst others, all furniture and fixtures, investments, software's, computers/data processing, office equipment, electrical installations, telephones, telex, facsimile and other communication facilities, deposits, reserves, provisions, advances, receivables, funds, cash, bank balances and business licenses, permits, authorizations, approvals, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret or other intellectual property rights, proprietary right, title, interest, contracts, consent, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, if any, existing as on Appointed Date, shall, under the provisions of Sections 230 to 232 of the Act, and pursuant to the confirmation order of the Hon'ble NCLT sanctioning this Scheme and without further act, instrument or deed, but subject to the charges effecting the same as on the Effective Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties, assets, rights of the Transferee Company.

- 4.2 With effect from the Appointed Date, all statutory licenses, registrations, permissions, approvals or consents to carry on the operations of the Transferor Companies, if any, existing as on Appointed Date 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 favour of the Transferee Company upon the vesting and transfer of business, assets and liabilities of the Transferor Companies pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, approvals and consents, registrations shall vest in and become available to the Transferee Company pursuant to this Scheme.

Transfer of Liabilities:

- 4.3 With effect from the Appointed Date all debts, including debentures, liabilities, duties and obligations including the contingent liability, corporate guarantee of the Transferor Companies existing as on the Appointed Date whether provided for or not in the books of account of the Transferor Companies and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date shall be the debts, liabilities, duties and obligations of the Transferee Companies including any encumbrance on the assets of the Transferor Companies or on any income earned from those assets and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen, in order to give effect to the provisions of this Clause.
- 4.4 The transfer and vesting as aforesaid shall be subject to the existing charges/ hypothecation / mortgages, if any, as may be subsisting and agreed to be created over or in respect of the said assets or any part thereof, provided however, any reference in any security documents or arrangements to which the Transferor Companies are party wherein the assets of the Transferor Companies have been or are offered or agreed to be offered as security for any financial assistance or obligations shall be construed as reference only to the assets pertaining to the Transferor Companies and vested in the Transferee Company by virtue of this Scheme to the end and intent that the charges shall not extend or deemed to extend to any assets of the Transferee Company.
- 4.5 **PROVIDED** always that the Scheme shall not operate to enlarge the security for any loan, deposit or facility availed of by the Transferor Companies, and the

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

- 4.6 All taxes, duties, cess, if any, payable by the Transferor Companies including all or any refunds / claim(s) / credit(s) including any Minimum Alternate Tax credit under Section 115JAA of the Income-tax Act, 1961, expenses incurred by the Transferor Companies but deduction to be claimed on payment basis / on compliance with withholding tax provisions (as the case may be) under Sections 43B, 40(a)(i) and 40(a)(ia) of the Income-tax Act, 1961 (if any), input tax credit available under GST Act, pertaining to the period(s) prior to the Appointed Date shall be treated as the liability or refunds / claim(s) / credit(s), as the case may be, of the Transferee Company.
- 4.7 All staff, workmen and employees, if any, engaged in the Transferor Companies as on the Effective Date shall stand transferred to the Transferee Company, without any further act or deed to be done by the Transferor Companies or the Transferee Company and, subject to the provisions hereof, on terms and conditions not less favorable than those on which they are engaged by the Transferor Companies, without any interruption of service as a result of the amalgamation of the Transferor Companies into the Transferee Company.
- 4.8 All items as detailed under Para 4.1, 4.2, 4.3, 4.4, 4.6 and 4.7 in relation to the Transferor Companies shall stand transferred to or vested in the Transferee Company, without any further act or deed done by the Transferor Companies or the Transferee Company.

4.9 Without prejudice to the above provisions, with effect from the Appointed Date, all inter-party transactions between the Transferor Companies and the Transferee Company, if any, shall be considered as intra-party transactions for all purposes.

4.10 The transfer of assets and liabilities and the continuance of proceedings by the Transferee Companies as stated above shall not affect any transaction or proceedings already concluded by the Transferor Companies to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in regard thereto as done and executed by the Transferee Company on behalf of itself.

5. CONSIDERATION

5.1 Pursuant to the Scheme coming into effect and without any further application, act or deed, the Transferee Company shall issue and allot: ***(i) 8,814 (Eight Thousand Eight Hundred and Fourteen) equity shares of face value of INR 10 (Rupees ten) each fully paid up in Transferee Company for every 100 (one hundred) equity share of face value of INR 10/- (Rupee ten) each fully paid up held by it in Transferor Company-1 pursuant to the Scheme of Amalgamation,*** to the shareholders whose names appear in the register of members of the Transferor Company-1, and whose names appear as the respective beneficial owners of the equity shares of the Transferor Company-1 in the records of the depositories (or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferee Company) as on the Record Date.

5.2 Pursuant to the Scheme coming into effect and without any further application, act or deed, the Transferee Company shall issue and allot: ***(i) 16,332 (Sixteen***

Thousand Three Hundred and Thirty Two) equity shares of INR 10 (ten) each fully paid up in its equity share capital in respect of every 100 (one hundred) equity shares of INR 10 (ten) each fully paid up in the equity share capital of the Transferor Company - 2, to the shareholders whose names appear in the register of members of the Transferor Company-2, and whose names appear as the respective beneficial owners of the equity shares of the Transferor Company-2 in the records of the depositories (or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferee Company) as on the Record Date.

- 5.3 The equity shares to be issued by the Transferee Company to the shareholders of Transferor Companies in accordance with the Clause 5.1 and 5.2 above shall be hereinafter referred to as “New Shares”. Fractional entitlement of shares, if any, will be rounded up to the nearest integer.
- 5.4 The ratio in which the New Shares are to be issued and allotted to the shareholders of the Transferor Companies is in terms of the Share Exchange Ratio determined by Siddharth Gupta, being the Registered Valuer, vide his report dated 19th November 2020 appointed by the Companies.
- 5.5 Upon the Scheme becoming effective and upon the New Shares being issued and allotted as provided in this Scheme, the equity shares of the Transferor Companies, both in electronic form and in the physical form, shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date.

- 5.6 The New Shares to be issued and allotted as provided in Clause 5.1 and 5.2 above shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari-passu in all respects with the equity shares of the Transferee Company as on the Effective Date including in respect of dividend, if any, that may be declared by the Transferee Company on or after the Effective Date.
- 5.7 The issue and allotment of New Shares to the respective shareholders of the Transferor Companies as provided in this Scheme, is an integral part thereof and shall be deemed to have been carried out without requiring any further act on the part of the Transferee Company or its shareholders and as if the procedure laid down under Section 62, and conditions laid down under section 42 of the Act and any other applicable provisions of the Act, and such other statutes and regulations as may be applicable were duly complied with.
- 5.8 Upon the Scheme becoming effective, the authorized share capital of the Transferor Companies will get merged with the authorized share capital of the Transferee Company, without any liability for payment of any additional fees (including fee payable to ROC, except as may be required as per the applicable provisions of the Act) or stamp duty or any other charges under any applicable laws for time being in force.
- 5.9 If required, the Transferee Company shall take necessary steps to increase its authorized share capital on or before the Effective Date so as to make it sufficient for allotment of shares, to the shareholders of Transferor Companies, in consideration of amalgamation after considering the combined authorized share capital of Transferee Company.

- 5.10 The issued, subscribed and paid – up share capital of the Transferor Companies as given below being inter-company investment shall stand cancelled.

The issued, subscribed and paid – up share capital of the Transferor Company 1, being inter-company investment, which shall stand cancelled:

Issued, Subscribed and Paid-up	Amount (INR)
7,30,000 Equity shares of INR 10/- each fully paid up	73,00,000

The issued, subscribed and paid – up share capital of the Transferor Company 2, being inter-company investment, which shall stand cancelled:

Issued, Subscribed and Paid-up	Amount (INR)
7,30,000 Equity shares of INR 10/- each fully paid up	73,00,000

6. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFeree COMPANY

- 6.1 On the Scheme becoming effective, the Transferee Company shall account for amalgamation in accordance with the principles laid down in Accounting Standards (INDAS) as prescribed under The Companies (Indian Accounting Standards) Rules, 2015.
- 6.2 With effect from the Appointed Date, all the assets and liabilities of Transferor Companies shall be transferred to and vested in Transferee Company and shall be recorded at their respective book values.

- 6.3 All reserves of the Transferor Companies shall be recorded in the books of Transferee Company in the same form in which they appeared in the books of Transferor Companies on the Appointed Date.
- 6.4 Inter-company balances, if any, will be cancelled.
- 6.5 Inter-company investments, if any, will be cancelled.
- 6.6 In case of any differences in accounting policy between the Transferor Companies and the Transferee Company, the impact of such differences shall be quantified and adjusted against the available reserves of the Transferee Company to ensure that the true financial statements of the Transferee Company on the Appointed Date are on the basis of consistent accounting policy.
- 6.7 The difference between the share capital issued by the Transferee Company and the net assets of the Transferor Companies acquired would be adjusted in the reserves of the Transferee Company. Also, the difference, if any arising from the cancellation of cross-holdings (if any) shall also be adjusted in the reserves of the Transferee Company.
- 6.8 Subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent otherwise by law required, the reserves of the Transferor Companies, if any, will be merged with the corresponding reserves of the Transferee Company.

PART C

GENERAL TERMS AND CONDITIONS

7. COMBINATION OF AUTHORIZED CAPITAL

- 7.1. Upon coming into effect of this Scheme and with effect from the Appointed Date, the authorized share capital of the Transferee Company shall stand increased without any further act, instrument or deed on the part of Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the authorized share capital of Transferor Company-1 amounting to INR 80,00,00,000/- (Rupees eighty crore only) comprising of 10,00,000 Equity Shares of INR 10/- each and 79,00,000 Preference Shares of INR 100/- each, and Transferor Company-2 amounting to INR 1,08,00,00,000/- (Rupees one hundred eight crore only) comprising of 10,00,000 Equity Shares of INR 10/- each and 107,00,000 Preference Shares of INR 100/- each, and the Memorandum of Association and Articles of Association of Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders of Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under the applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duty and fees paid on the authorized capital of Transferor Companies shall be utilized and applied to the increased authorized share capital of Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee by Transferee Company for increase in the authorized share capital to that extent.
- 7.2. Consequent upon the Scheme becoming effective, the authorized share capital of Transferee Company will be as under:

Authorized Capital	Amount (INR)
234,20,00,000 Equity shares of INR 10/- each	23,42,00,00,000
17,96,00,000 Preference shares of INR 100/- each	17,96,00,00,000
Total	41,38,00,00,000

- 7.3. Further, Clause V of the Memorandum of Association of the Transferee Company would be substituted and be read as follows:

“The Authorized Share Capital of the Company is INR 41,38,00,00,000 (Rupees Four Thousand One Hundred Thirty Eight Crore Only) divided into 2,34,20,00,000 (Two Hundred Thirty Four Crore Twenty Lakh) equity shares of face value of INR 10/- (Rupees Ten) each and 17,96,00,000 (Seventeen Crore Ninety Six Lakh) Preference Shares of INR 100/- (Rupees Hundred) each.”

8. CONSEQUENTIAL MATTERS RELATING TO TAX, DUTIES AND COMPLIANCE WITH LAW

- 8.1. Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its income-tax returns, sales tax returns, GST returns, excise & CENVAT returns, service tax returns, other tax returns, and to restore as input credit of service tax / GST adjusted earlier or claim refunds / credits.
- 8.2. The Transferee Company is also expressly permitted to claim refunds, credits, including restoration of input CENVAT credit, GST, tax deduction in respect of nullifying of any transaction between the Transferor Companies and Transferee Company.

- 8.3. In accordance with the Cenvat Credit Rules framed under Central Excise Act, 1944, as are prevalent on the Effective Date, the unutilized credits relating to excise duties / service tax paid on inputs / capital goods / input services lying in the accounts of the Transferor Companies shall be permitted to be transferred to the credit of the Transferee Company, as if all such unutilized credits were lying to the account of the Transferee Company. The Transferee Company shall accordingly be entitled to set off all such unutilized credits against the excise duty/service tax payable by it.
- 8.4. Upon the Scheme becoming effective, unabsorbed tax losses and unabsorbed tax depreciation of the Transferor Companies, if any, till the Appointed Date and thereafter in the manner provided under this Scheme, would accrue to the Transferee Company in accordance with the provisions of the Income Tax Act, 1961.
- 8.5. This Scheme has been drawn up to comply with the conditions relating to “Amalgamation” as specified under the tax laws, including Section 2(1B) and other relevant sections of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme. The power to make such amendments as may become necessary shall vest with the Board of Directors of the Transferor Companies and the Transferee Company, which power shall be exercised reasonably in the best interests of the companies concerned.

8.6. The expenses incurred by Transferor Companies and Transferee Company in relation to Amalgamation as per the terms and conditions of this Scheme, including stamp duty expenses, if any, shall be allowed as deduction to Transferee Company in accordance with section 35DD of the IT Act over a period of 5 years beginning with the previous year in which this Scheme becomes effective.

8.7. Upon the Scheme becoming effective, the Transferee Company shall approach the District Registrar / or any other appropriate Authority within the local jurisdiction to get the title of the properties, if any held by Transferor Companies endorsed in the name of Transferee Company.

9. **CONDUCT OF BUSINESS BY THE TRANSFEROR COMPANIES BETWEEN APPOINTED DATE AND EFFECTIVE DATE**

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

9.1. The Transferor Companies shall be deemed to have held and stood possessed of and shall hold and stand possessed of all its properties and assets for and on account of and in trust for the Transferee Company. The Transferor Companies hereby undertakes to hold their said assets with utmost prudence until the Effective Date.

9.2. The Transferor Companies shall carry on their activities with reasonable diligence, business prudence and shall not, except in the ordinary course of business or without prior written consent of the Transferee Company alienate, charge, mortgage, encumber or otherwise deal with or dispose of the Transferor Companies or part thereof.

- 9.3. It is clarified that any advance tax paid / Tax Deduction at Source (“TDS”) credits / TDS certificates received by the Transferor Companies shall be deemed to be the advance tax paid by / TDS credit / TDS certificate of the Transferee Company. The Transferee Company for the purpose of claiming the TDS deductions credit, if required, file the revised e-TDS return to issue the TDS certificate with name of the Transferee Company.
- 9.4. All the profits or income, if any, accruing or arising to the Transferor Companies or expenditure or losses, if any, arising or incurred or suffered by the Transferor Companies shall for all purposes be treated and be deemed to be and accrue as the income or profits or losses or expenditure as the case may be of the Transferee Company.
- 9.5. The Transferor Companies shall not vary the terms and conditions of employment of any of the employees, existing as on the Effective Date, except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Companies as the case may be, prior to the Effective Date.
- 9.6. The Transferor Companies shall not make any change in its capital structure either by any increase (by issue of equity or shares on a rights basis, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, subdivision or consolidation, re-organization, or in any other manner, except by mutual consent of the respective Boards of Directors of the Transferor Companies and the Transferee Company or except as may be expressly permitted.

10. EMPLOYEES OF THE TRANSFEROR COMPANIES

10.1 On the Scheme becoming effective, all staff, workmen and the employees, if any, of the Transferor Companies in service on the Effective Date shall be deemed to have become staff, workmen and the employees of the Transferee Company, without any break or interruption in their services, 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 their employment with the Transferor Companies on the Effective Date.

10.2 It is expressly provided that, on the Scheme becoming effective, any provident fund, gratuity fund, superannuation fund or any other special fund or trusts, if any, created or existing for the benefit of the staff, workmen and the employees of the Transferor Companies in service as on the Effective Date 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 the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such fund or funds shall become those of the Transferee Company. It is clarified that, for the purpose of the said fund or funds, the service of the staff, workmen and employees, if any, of the Transferor Companies will be treated as having been continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Companies.

11. VALIDITY OF EXISTING RESOLUTIONS

11.1 Upon the coming into effect of the Scheme, the resolutions of the Transferor Companies 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 of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company.

12. LEGAL PROCEEDINGS

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

12.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Companies, the Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.

13. CONTRACTS, DEEDS, ETC.

13.1 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 pertaining to the Transferor Companies to which the Transferor Companies 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 Companies, the Transferee Company had been a party thereto.

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

14. STATUTORY LICENSES, PERMISSIONS, APPROVALS

14.1 With effect from the Appointed Date and upon the Scheme becoming effective, all statutory licenses, permissions, approvals, copyrights, trademarks or consents, if any, relating to the Transferor Companies 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 favour of the Transferee Company. The benefit of all statutory and regulatory permissions, environmental approvals and consents, registrations or other licenses and consents shall vest in and become available to the Transferee Company pursuant

to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Companies are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

14.2 Similarly the applications submitted by the Transferor Companies before the Statutory Authorities for Building Plan approval, Environment clearance, or any other sanctions or approvals or consents, shall be in full force and effect in favour of the Transferee Company and may be entered by the Transferee Company as fully and effectively as if, instead of the Transferor Companies, the Transferee Company had been a party thereto.

15. SAVING OF CONCLUDED TRANSACTIONS

15.1 The Amalgamation as described hereinabove and the continuance of proceedings by or against the Transferor Companies, the same shall not affect any transaction or proceedings already concluded by the Transferor Companies on and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of the Transferee Company. All transactions of Transferor Companies as above shall constitute the transactions of the Transferee Company.

16. DISSOLUTION OF THE TRANSFEROR COMPANIES

16.1 On the Scheme becoming effective as provided in Clause 2 above, the Transferor Companies shall stand dissolved without being wound-up.

17. CONDITIONALITY OF THE SCHEME

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

- 17.1 The requisite consent, approval or confirmation order of Hon'ble NCLT, Official Liquidator, Mumbai, Hon'ble Regional Director, Western Region, Mumbai, Registrar of Companies or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.

The Scheme being approved by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors, if any, of the Transferor Companies and the Transferee Company as required under the Act and as may be directed by the Hon'ble NCLT.

- 17.2 The certified copy of the order of the Hon'ble NCLT under Section 230 to 232 the Act sanctioning the Scheme is filed with the Registrar of Companies by Transferor Companies and the Transferee Company.

- 17.3 Each part of the Scheme shall be given effect to as per the chronology in which it has been provided for in the Scheme. The Scheme shall be effective upon sanction of the Hon'ble NCLT. However, failure of any one or more part of Scheme for lack of necessary approval from the shareholders / creditors / statutory regulatory authorities shall not result in the whole Scheme failing. It shall be open to the concerned Board of Directors to consent to severing such part(s) of the Scheme and implement the rest of the Scheme as approved by the Hon'ble NCLT with such modification.

17.4 Compliance with such other conditions as may be imposed by the Hon'ble NCLT.

18. APPLICATION TO HON'BLE NCLT

The Transferee Company shall, file an application accompanying the copy of the Scheme as approved/ consented by the members and creditors to the Hon'ble NCLT, Mumbai for sanctioning the Scheme, and for dissolution of the Transferor Companies without winding up.

19. MODIFICATION OR AMENDMENTS TO THE SCHEME

19.1 Subject to approval of the Hon'ble NCLT, the Transferor Companies and the Transferee Company by their respective Boards of Directors, may assent to/make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations that the Hon'ble NCLT and/or any other Authority under law may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate as a result of subsequent events or otherwise by them (i.e. the Board of Directors). The Transferor Companies and the Transferee Company by their respective Board of Directors are authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whatsoever for carrying the Scheme into effect, whether by reason of any directive or Order of any other Authority or otherwise howsoever, arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

20. EFFECT OF NON-RECEIPT OF APPROVALS

20.1 In the event of any approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors of the Transferee Company and the Transferor Companies shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme not confirmed by the Hon'ble NCLT, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

21. COSTS, CHARGES & EXPENSES

21.1 In the event of the Scheme being sanctioned by the Hon'ble NCLT, the Transferee Company shall bear and pay all costs, charges, expenses, taxes including duties, levies in connection with the Scheme.