

HIGH COURT, BOMBAY

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 403 OF 2008
CONNECTED WITH
COMPANY APPLICATION NO. 576 OF 2008

In the matter of Section 391 & 394
of the Companies Act I of 1956;

And

In the matter of Scheme of
Amalgamation of CCI Prestress Ties
Pvt. Ltd. with Vishal Nirmiti Pvt.
Ltd.



CCI Prestress Ties Pvt. Ltd. ..Petitioner
(Transferor Company)

WITH
COMPANY PETITION NO. 404 OF 2008
CONNECTED WITH
COMPANY APPLICATION NO. 577 OF 2008

Vishal Nirmiti Pvt. Ltd. ..Petitioner
(Transferee Company)

Miss. Shruti Kelji i/b. Ramesh Saraogi for the
Petitioners in both the Petitions.

Mr. S. Ramakantha, Dy. Official Liquidator in
C.P. No. 403 of 2008.

Mr. C. J. Joy i/b. Mr. S. K. Mohapatra for
Regional Director in both the Petitions.

CORAM : S. A. BOBDE, J.
DATE : 1ST AUGUST, 2008.

P.C.

Heard learned counsel for the parties.



HIGH COURT, BOMBAY

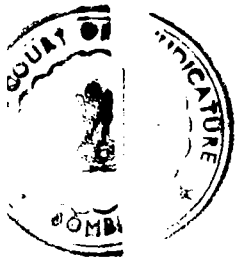
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2. The sanction of the Court is sought under Section 391 and 394 of the Companies Act, 1956 to a Scheme of Amalgamation between CCI Prestress Ties Pvt. Ltd., the Transferor Company with Vishal Nirmiti Pvt. Ltd., the Transferee Company.

3. The learned counsel appearing on behalf of the Petitioners stated that they have complied with all the requirements as per directions of the court and they have filed necessary affidavits of compliance in the court. Moreover, petitioner companies also undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956 and the Rules made thereunder.

4. The Regional Director has filed an affidavit stating therein that the Scheme is not prejudicial to the interest of creditors and shareholders and public.

5. The Official Liquidator has filed report in the Company Petition No. 403 of 2008 stating that the affairs of the Transferor Company have been conducted in a proper manner and that the Transferor Company may be ordered to be dissolved.





HIGH COURT, BOMBAY

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6. Upon perusal of the entire material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to any public policy. None of the parties concerned have come forward to oppose the Scheme. Moreover, the Regional Director has stated that the Scheme as proposed is not prejudicial to the interest of shareholders and creditors and the public.



7. There is no objection to the Scheme, since all the requisite statutory compliances have been fulfilled, Company Petition No. 403 of 2008 and 404 of 2008 are made absolute in terms of prayer clauses (a) to (j) of the respective petition.

8. The Transferee company to lodge a copy of this Order and the Scheme with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 30 days of obtaining the certified copy and/or authenticated copy of the order.

9. The petitioners in both the Company Petitions to pay cost of Rs.7,500/- each to the Regional Director. The Petitioners in Company



HIGH COURT, BOMBAY

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Petition No. 403 of 2008 to pay cost of Rs.7,500/-
to the Official Liquidator, High Court, Bombay.
Costs to be paid within four weeks from today.

10. Filing and Issuance of Drawn Up Order is
dispensed with.

11. All Authorities concerned to act on a copy
of this order along with the Scheme duly
authenticated by the Company Registrar, High Court,
Bombay.

(S. A. BOBDE, J.)

TRUE-COPY

M. D. Narvekar 20/08/08
M. D. NARVEKAR
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

TRUE COPY

AMB 20/08/08
Section Officer
High Court, Appellate Side
Bombay.



Scheme of Amalgamation of
CCI Prestress Ties Private Limited
With
Vishal Nirmiti Private Limited
and their respective Shareholders and creditors

1) PREAMBLE

This scheme of amalgamation is presented as an integrated and complete scheme of amalgamation of CCI Prestress Ties Pvt. Ltd. with Vishal Nirmiti Pvt. Ltd. pursuant to section 391 to 394 and other relevant provisions of the Companies Act 1956. CCI Prestress Ties Pvt. Ltd. is referred to as the Transferor Company and Vishal Nirmiti Pvt. Ltd. is referred to as the Transferee Company. The scheme is in the interest of the Transferee Company and the Transferor Company and its Shareholders.

2) SALIENT FEATURES AND THE RATIONAL FOR THE SCHEME

The salient features of the scheme are as follows:

The Scheme is a composite scheme of amalgamation of the Companies.

All the assets and liabilities of CCI Prestress Ties Pvt. Ltd. (the Transferor Company) will be taken over by Vishal Nirmiti Private Limited (Transferee Company).

All the inter-se Investments and Loans etc. between the Transferor Company and Transferee Company will come to an end.

The Transferor Company is mainly engaged in the business of manufacturing and dealing in Prestress Concrete Sleepers and the related activities. The Transferee Company is also engaged in the similar business activity i.e. manufacturing Prestress Concrete Sleepers, Civil Engineering works – Infrastructure Projects. The Scheme of Amalgamation will lead to proper and optimum utilization of resources. The technical strength of the Transferee Company will be available to the Transferor Company. The Transferee Company will get the ready infrastructure to work upon and the bottlenecks will be removed which will pave the way for growth.

The Transferor Company's manufacturing unit is located at Lalkuan in Uttaranchal part of North Eastern Railway. This will help in supplying the railway sleepers to the North Eastern Region of the Country.

There is synergy in the business of Transferor and Transferee Companies, corporate barriers will be removed and resources of one entity will be available to the another entity resulting into better utilization of resources.

3) DEFINITIONS

In this Scheme, unless inconsistent with the subject or context the following expressions shall have the following meanings:

- 3.1) **"Act"** shall mean the Companies Act, 1956, and shall include any statutory modification, re-enactment or amendments thereof.
- 3.2) **"The Appointed Date"** means 1st April 2007 or such other date as may be fixed by the High Court of Judicature at Bombay.
- 3.3) **"Effective Date"** means the date on which certified or authenticated copy of the orders of the High Court at Mumbai sanctioning the Scheme are filed by Vishal Nirmiti Private Limited and CCI Prestress Ties Pvt. Ltd. with the Registrar of Companies, Maharashtra.
- 3.4) **"The Board"** means the Board of Directors.
- 3.5) **"The scheme"** means the Scheme of Amalgamation in its present form submitted to the High Court of Judicature at Bombay for sanction or with any modification(s) as may be imposed or directed by the said High Court.
- 3.6) **"High Court"** means the High Court of Judicature at Bombay and shall include National Company Law Tribunal, if applicable.
- 3.7) **"The Transferee Company"** shall mean Vishal Nirmiti Private Limited, a company incorporated under the



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Companies Act 1956 and having its registered office at S. No. 255 1+ 2/2, Suyash, Ashiyana Park II, Opp. Gaikwad Petrol Pump, Aundh, Pune - 411 007. The Company is in the process of shifting its Registered Office at new addresss at 205, Devarta Sector 17, Vashi, Navi Mumbai - 411 075 if the office is shifted at new place then the address of the Registered Office is to be construed accordingly.

3.8) **“Transferor Company”** shall mean CCI Prestress Ties Pvt. Ltd., a company incorporated under the Companies Act 1956 and having its registered office at 205, Devarta Sector - 17, Vashi, Navi Mumbai - 411 075.



3.9) **“Undertaking”** shall mean and include :

- a) All the assets and properties of the Transferor Company as on the Appointed Date (hereinafter referred to as “the Assets”).
- b) All the debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date (hereinafter referred to as “the Liabilities”);
- c) Without prejudice to the generality of sub-clause (a) above, the undertaking of the Transferor Company shall include all the Transferor Company reserves, movable and immovable properties, assets including investments, claims, powers, authorities, allotments, approvals, consents, registrations, contracts, engagements, arrangements, rights, title, interest, benefits, advantages, sales tax incentives, sales tax deferrals and other benefits, leasehold rights, other intangibles,

industrial and other licenses, permits, authorization, quota rights, trade marks, patents and other industrial and intellectual properties, import quotas, telephones, telexes, facsimile and other communication facilities and equipments, rights and benefits of all agreements and all other interest, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession or control of the Transferor Company as on the Appointed Date and thereafter.

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- 3.10) **Record Date**" shall mean the date, if any, fixed by the Board of Directors of Vishal Nirmiti Private Limited for the purpose of issue and allotment of Equity shares of the Transferee Company to the shareholders of Transferor Company pursuant to the Scheme.

4) SHARE CAPITAL

The authorised, subscribed and paid up share capital of the Transferor Company and the Transferee Company as on 31st March 2007 is as follows :-

- 4.1) The Share Capital of CCI Prestress Ties Private Limited – the Transferor Company as on 31st March 2007 is as follows:

Authorised	Rupees
1,00,000 Equity shares of Rs. 100/- each	1,00,00,000

Total	1,00,00,000
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Issued, Subscribed and Paid up	
90,000 Equity shares of Rs.100/- each fully paid up	90,00,000

Total	90,00,000
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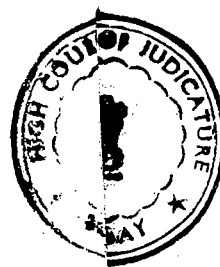
4.2) The Share Capital of Vishal Nirmiti Private Limited – the
Transferee Company as on 31st March 2007 is as follows:

Authorised	Rupees
25,000 Equity shares of Rs. 100/- each	25,00,000
7,500, 10% Non-Cumulative Redeemable Preference Shares of Rs. 1,000/- each	75,00,000

Total	1,00,00,000
	=====

Issued, Subscribed and Paid up	
14,665 Equity shares of Rs. 100/- each fully paid up	14,66,500
7,500 10% Non-Cumulative Redeemable Preference Shares of Rs. 1,000/- each	75,00,000

Total	89,66,500
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5) DATE WHEN THE SCHEME COMES INTO OPERATION

This Scheme, although effective from the Appointed Date, it shall only become operative from the Effective Date.

6) TRANSFER OF UNDERTAKING

6.1) Upon the coming into effect of this Scheme and with effect from the Appointed Date the entire Undertaking including the assets and the liabilities of the Transferor Company shall, without any further act or deed, be and shall stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 and other applicable provisions of the said Act so as to become as and from the Appointed Date, the assets, estates, rights, title and interest of the Transferee Company.

6.2) The transfer and/or vesting as aforesaid shall be subject to the existing charges, hypothecation and mortgages, if any, over or in respect of all the aforesaid assets or any part thereof of the Transferor Company. Provided however, that any reference on any security documents or arrangements, to which the Transferor Company is a party which it has offered or agreed to be offered as security for any Financial Assistance or obligations, to the secured creditors of the Transferor Company, shall be construed as reference only to the assets pertaining to the assets of the Transferor Company as are vested in the Transferee Company by virtue of the aforesaid clause, to the end and intent that such



security, mortgage and charge shall not extend or be deemed to extend, to any of the assets or to any of the other units or divisions of the Transferee Company, unless specifically agreed to by the Transferee Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of the Transferee Company.

Provided always that the Scheme shall not operate to enlarge the security of any loan, deposit or facility created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of the Scheme and the Transferee Company shall not be obliged to create any further or additional security thereof after the Scheme has become effective. This is subject to such agreement as may be entered between the secured creditor and the Transferee Company.

6.3) Without prejudice to Clause 6.1 above, it is provided that in respect of such of the said assets as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company in pursuance of the provisions of Section 394 and other applicable provisions of the said Act.

6.4) In respect of such of the assets other than those referred to in Clause 6.3 above, the same shall as more particularly provided in Clause 6.2 above, without any further act, instrument or deed, be



transferred to and vested in and/or be deemed to be transferred to and vested in the Transferee Company on the Appointed Date, pursuant to the provisions of Section 394 and other applicable provisions of the said Act.

- 6.5) With effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.

7) TRANSFER OF DEBTS AND LIABILITIES

With effect from the Appointed Date, all the liabilities of the Transferor Company shall stand transferred or deemed to have been transferred, without further act, instrument or deed, to the Transferee Company, pursuant to the provisions of Section 394 and other applicable provisions of the said Act so as to become the debts, liabilities, duties and obligations of the Transferee Company.

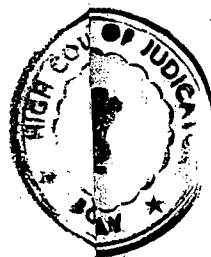
8) CONTRACTS, DEEDS AND OTHER INSTRUMENTS

Upon the coming into effect of this Scheme and subject to the provisions of this Scheme all contracts, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which the Transferor Company is party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect in favour of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.



9) PENDING SUITS

Upon the coming into effect of this Scheme, if any Suit, Appeals and proceedings of whatsoever nature by or against the Transferor Company be pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation by anything contained in this Scheme and / or arising on or before the effective date but said Suit, Appeal or other legal proceedings may be prosecuted, continued and be enforced by or against the Transferee Company as effectually as if the same had been pending and / or arising against the Transferee Company. On and from the effective date, the Transferee Company shall and may initiate any legal proceedings for the rights vesting in it of the Transferor Company.

**10) CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE**

With effect from the Appointed Date and upto and including the Effective Date.

- a) The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all the assets for and on account of and in trust for the Transferee Company.
- b) All the profits or incomes accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the

Transferor Company shall for all purposes be treated and be deemed to be and accrue as the profits or income or expenditure or losses of the Transferee Company, as the case may be.

c) The Transferor Company shall carry on its business and activities until the Effective Date with reasonable diligence, business prudence and shall not without the prior consent of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with or dispose of the said assets or any part thereof, except in the ordinary course of business, or pursuant to any pre-existing obligation/ undertaking by the Transferor Company.

d) The Transferor Company shall not make any change in their paid-up-Capital Structure, other than changes pursuant to commitments, obligation or arrangements subsisting prior to the Appointed Date, except by the mutual consent of the Board of Directors of the Transferor Company and the Transferee Company.

11) EMPLOYEES OF TRANSFEROR COMPANY

11.1) All employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on such date without any break or interruption in service and on the terms and conditions not in any way less

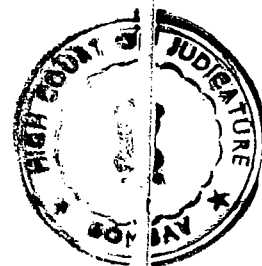
favorable to them than those subsisting with reference to the Transferor Company as the case may be on the said date.

- 11.2) The Transferee Company shall not vary the terms and conditions of the employment of employees of Transferor Company except in the ordinary course of business.

12) ISSUE AND ALLOTMENT OF SHARES/CANCELLATION OF SHARES

- 12.1) Upon the Scheme becoming effective the Transferee Company shall allot to the Shareholders of CCI Prestress Ties Pvt. Ltd., (the Transferor Company) 1(One) Equity shares of face value of Rs.100/- each credited as fully paid of Vishal Nirmiti Pvt. Ltd. for every 45 (Forty five) Equity Share of Rs. 100/- each fully paid up held in CCI Prestress Ties Pvt. Ltd.

- 12.2) The equity shares to be issued and allotted by the Transferee Company to the Shareholders of the Transferor Company in terms of clause 12.1 above, shall rank pari-passu in all respects with the existing equity shares of the Transferee Company including entitlement for dividend and other corporate benefits that may be declared by the Transferee Company after the effective date. While calculating the entitlement for shares in terms of clause 12.1 above, if any fraction share arises, then the same should be rounded off to the nearest integer i.e. entitlement for 0.5 and above shall be increased by 1 share and entitlement for less than 0.5 share



shall be ignored. The shares held by the Transferee Company in the Transferor Company and vice-versa shall stand cancelled.

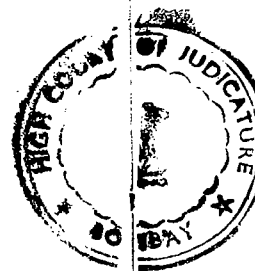
- 12.3) The Transferee Company shall be deemed to have complied with the provisions of section 81 (1A) of the Act and other applicable provisions of the Act.
- 12.4) Upon the Scheme becoming effective without any act or deed the Authorised Share Capital of the Transferee Company viz., Vishal Nirmiti Private Limited shall automatically stand increased without any further act or deed on part of the Transferee Company, including the payment of Stamp Duty and Registrar of Companies Fees be the combined Authorised Share Capital of Vishal Nirmiti Private Limited (the Transferee Company) and CCI Prestress Ties Pvt. Ltd. (the Transferor Company) and the Memorandum and Articles of Association of the Transferee Company stand shall amended accordingly without any further act or deed on the part of the Transferee Company.

13) DIVIDEND AND PROFITS

- 13.1) The Transferor Company and Transferee Company shall be entitled to declare and pay dividends to their respective shareholders for any financial year or any period prior to the Appointed Date.

13.2) Subject to the provisions of the Scheme, the profits and losses of the Transferor Company for the period beginning from the Appointed Date shall belong to and be the profits and losses of the Transferee Company and will be available to the Transferee Company for being disposed off in any manner as it think fit including declaration of dividend by the Transferee Company in respect of its financial year ending 31st March 2008 or thereafter.

13.3) It is clarified that the aforesaid provision in respect of declaration of dividend are enabling provisions only and shall not be deemed to confer any right on any member of any of the Transferor Company or the Transferee Company to demand or claim any dividend, which subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors and the approval of the shareholders of the respective companies.



14) ACCOUNTING TREATMENT

14.1) Upon coming into effect of this Scheme, to the extent that there are inter-company loans, advances, deposits, balances or other obligations as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of any assets or liabilities as the case may be. For the removal of doubt, it is clarified that there would be no

accrual of interest or other charges in respect of any such inter-company loans, advances, deposits, balances or other obligations from Appointed Date.

14.2) The Transferee Company shall record all assets and liabilities vested in the Transferee Company pursuant to the Scheme at their book values as appearing on the Appointed Date.

14.3) It is further provided that upon the Scheme coming into effect the respective balance/s appearing under the head "Miscellaneous Expenditure (to the extent not written off or adjusted)" in the books of the Transferor Company shall be debited by the Transferee Company to "Miscellaneous Expenditure (to the extent not written off or adjusted) – Transferee Company" and the same shall thereafter be dealt within the same manner as they would have been had they been incurred by the Transferee Company.

14.4) Further, after adjusting for any diminution in the carrying cost of the assets and for any differences in the accounting policies between the Companies, the impact of the same till the amalgamation will be quantified and adjusted in the Revenue Reserves on the basis of consistent accounting policies.

14.5) The reserves of the Transferor Company will be merged with those of the Transferee Company in the same form as they appeared in the financial statements of the Transferor Company.



14.6) The excess, if any, of the value of the net assets of the Transferor Company shall be credited by the Transferee Company to an account to be styled as "Amalgamation Reserve Account" and the said account shall be treated as free reserve of the Transferee Company. The deficit, if any, shall be debited by the Transferee Company to its Goodwill Account.

14.7) Further, in case of any differences in accounting policy between the Company the impact of the same till the amalgamation will be quantified and adjusted in the Revenue Reserve(s) to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

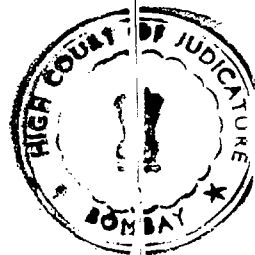
14.8) The Transferee Company can amend the accounting treatment of different items in compliance with the other regulations for the time being in force.

15) DISSOLUTION OF THE TRANSFEROR COMPANIES

On the scheme becoming effective, the Transferor Company be dissolved without being wound up.

16) APPLICATIONS TO HIGH COURT

The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make Applications / Petitions under the provisions of the Act to the High Court of Judicature at Bombay for the approval of the Scheme



17) SCHEME SUBJECT TO MODIFICATIONS BY THE HIGH COURT.

The scheme shall be subject to such modification as the Court while sanctioning such amalgamation of the Transferor Company with Transferee Company may direct and which the Board of the Transferor Company and the Transferee Company may consent and agree to.

18) AUTHORITY TO DIRECTORS

The Transferor Company and the Transferee Company by their respective Board of Directors may consent to any modification and amendment in the scheme which may either be required by the Court or by any other authority or any other Agency or which the Board of Directors may consider necessary and appropriate. The Transferor Company and the Transferee Company (by its Board of Directors) is authorised to resolve any doubt or difficulties or questions, arising out of this scheme and any matter concerned or connected herewith.

19) SCHEME CONDITIONAL ON APPROVALS/SANCTIONS

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

- a) the scheme being agreed to by the requisite majorities of the Members of the Transferor Company and the Transferee Company as required under the Act and the requisite orders of the High Court of Judicature at Bombay.

- b) such other sanctions and approvals of any governmental authority as may be required by law in respect of the Scheme being obtained; and
- c) the certified or authenticated copies of the Court orders sanctioning the Scheme being filed by the Transferor Company and the Transferee Company with the Registrar of Companies, Maharashtra, Mumbai.

20) EXPENSES CONNECTED WITH THE SCHEME

All costs, charges and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company with the Transferee Company in pursuance of this Scheme, shall be borne and paid by the Transferee Company.



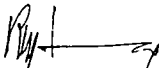
21) WHEN SCHEME TO BECOME NULL AND VOID

In the event of any of the said sanctions and approvals referred to in the preceding Clause 19 above not being obtained and/or the Scheme not being sanctioned by the High Court and/or the order or orders not being passed as aforesaid before 31st March, 2009 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company, through and by its Board of Directors (and which Board of Directors of each of the Company are hereby empowered and authorized to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers), this Scheme shall stand revoked,

its Board of Directors (and which Board of Directors of each of the Company are hereby empowered and authorized to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers), this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligations which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as specifically provided in the Scheme or as may otherwise arise in law and in that event each party shall bear their respective costs.

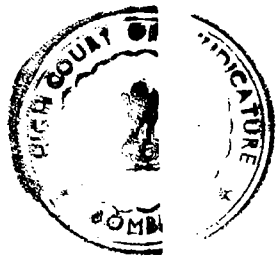
- 22) In the event of this scheme failing to take effect, it becomes null and void and in that event no rights and liabilities of whatsoever nature shall accrue to or be incurred inter-se to or by the parties or any of them.

TRUE COPY


Ramesh Saraogi
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 Advocate, High Court
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TRUE-COPY

M. D. NARVEKAR
 COMPANY REGISTRAR
 HIGH COURT (O.S.)
 BOMBAY





IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
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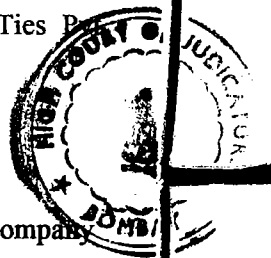
And

In the matter of Section 391 to 394 of the
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In the matter of the Scheme of
Amalgamation of CCI Prestress Ties Pvt.
Ltd. with Vishal Nirmiti Pvt. Ltd.

CCI Prestress Ties Pvt. Ltd. ...Petitioner Company



Authenticated copy of the Minutes of the Order
dated 1st August, 2008 alongwith the Scheme of
Amalgamation

Applied on 12/8/08
Engrossed on 12/8/08
Section Writer
Folios
Examined by [Signature]
Compared with [Signature]
Ready on 20-08-08
Filed on 20-08-08

Ramesh Saraogi
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