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02/03/25



**IN THE NATIONAL COMPANY LAW TRIBUNAL  
AHMEDABAD  
COURT - 2**

ITEM No.301  
C.P.(CAA)/40(AHM)2024 in  
CA(CAA)/56(AHM)2023

**Orders under Section 230-232 of Co.Act,2013**

**IN THE MATTER OF:**

Gharpure Engineering And Consultancy Private Limited  
Beil Research And Consultancy Private Limited  
Beil Infrastructure Limited

.....Applicant

.....Respondent

**Order delivered on: 18/12/2024**

**Coram:**

**Mrs. Chitra Hankare, Hon'ble Member(J)  
Dr. Velamur G Venkata Chalapathy, Hon'ble Member(T)**

**ORDER**

The case is fixed for pronouncement of order.

The order is pronounced in open Court vide separate sheet.

Sd/-

**DR. V. G. VENKATA CHALAPATHY  
MEMBER (TECHNICAL)**

Sd/-

**CHITRA HANKARE  
MEMBER (JUDICIAL)**

Office of The Supdt. of Stamps  
Gujarat State, Gandhinagar

Received from: Beil Infrastructure Limited  
Stamp Duty Rs. 25,76,870/-  
(In Figure) Twenty Five Lakh Seventy Six Thousand  
Eight Hundred Seventy only  
Certified under Section 32 of the  
Gujarat Stamp Act-1958 that the full  
stamp duty Rs. 25,76,870/-  
(In Figure) Twenty Five Lakh Seventy Six Thousand  
Eight Hundred Seventy only  
with which this instrument is  
chargeable has been paid

Collector  
19/3/25



No. 27 (Ad) (32) of 2025  
Date: 25/03/2025  
Receipt/Challan No. 417  
Date: 12/03/2025



**NATIONAL COMPANY LAW TRIBUNAL  
AHMEDABAD  
DIVISION BENCH  
COURT-2**



CP(CAA)40/(AHM)2024  
IN  
CA(CAA)56/(AHM)/2023

[Application under Sections 230-232 and with other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, and Amalgamations) Rules, 2016].

Memo of Parties

Gharpure Engineering and  
Constructions Pvt. Ltd.

(CIN: U70200GJ2000PTC141412)

A company incorporated under the provisions of Companies Act, 1956 and having its registered office at SF-203, Concorde Building, Alkapuri Petrol Pump, R. C. Dutt Road, Alkapuri, Vadodara-390007, Gujarat.

.....Petitioner No.1/  
Transferor Company

And

BEIL Research and Consultancy  
Pvt. Ltd.

(CIN: U74120GJ2007PTC051689)

A company incorporated under the provisions of Companies Act, 1956 and having its registered office at Plot No. 9701-16, GIDC Estate, Ankleshwar-393002, Gujarat.

.....Petitioner No.2/  
Transferor Company

With

BEIL Infrastructure Limited

(CIN: U45300GJ1997PLC032696)

A company incorporated under the



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CP(CAA)40/(AHM)2024  
IN  
CA(CAA)56/(AHM)/2023

provisions of Companies Act, 1956  
and having its registered office at  
Plot No. 9701/16, GIDC Estate,  
Ankleshwar-393002, Gujarat.

.....Petitioner No.3/  
Transferee Company

Order Pronounced on 18.12.2024

**Coram:**

**Mrs.Chitra Hankare, Member (Judicial)**

**Dr. Velamur G Venkata Chalapathy, Member (Technical)**

**Appearance:**

For the Petitioner : Ms. Swati Soparkar, Adv.  
Companies  
For the Regional Director : Mr. Shiv Pal Singh  
For the Income Tax Dept. : Ms. Bhumi Gandhi, Adv. for Ms.  
Maithili D. Mehta, Adv.  
For the Registrar of : Ms. Rupa Sutar, Dy. RoC a.w. Ms.  
Companies Vipal Solanki, Adv.

**JUDGMENT**

1. The present joint Company Petition is filed by the Petitioner Companies under Sections 230 to 232 read with other applicable provisions of the Companies Act, 2013 and Companies (Compromise, Arrangement and Amalgamations) Rules, 2016, seeking approval of the Scheme of Amalgamation with effect from the Appointed Date, i.e. 01.04.2023.
2. Affidavits in support of the above joint application were sworn by Mr. Ashok Panjwani, authorized representative of all the petitioner companies, duly authorized vide Board Resolutions dated 10.08.2023 for the respective petitioner companies.

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Affidavits and copies of the Board Resolutions are placed on record.

- Petitioner Companies had filed a joint Company Application before this Tribunal being CA(CAA) No.56 of 2023. By an order dated 30.01.2024, this Tribunal had allowed the aforesaid company application and directed Transferor Company No.1 to convene and hold meeting of Secured Creditors on 14.03.2024 and unsecured creditors on 18.03.2024. Transferor Company No.2 was directed to convene and hold meeting of Secured Creditors on 14.03.2024 and unsecured creditors on 21.03.2024. Transferee Company was directed to convene and hold meeting of Secured Creditors on 14.03.2024. Separate meetings of the Secured Creditors of all the applicant companies shall be convened. This Tribunal had appointed Mr. Mukeshkumar D. Rana, Advocate, as the Chairman of the aforesaid meetings, and gave further directions to comply with various stipulations contained in the order including filing of the Chairman's Report. Further directed for issuance of notice to Central Government through the Regional Director, to the Registrar of Companies, Gujarat, the Official Liquidator (for Transferor Companies), to Income Tax Department and copy to the Principal Chief Commissioner of Income Tax Office as well as other Sectorial Regulators who may have significant bearing on the operation of the petitioner companies. In compliance to the order dated 30.01.2024, the Chairman of the aforesaid meetings filed an affidavit dated 29.02.2024 regarding proof of service of notice to the creditors as well as proof of paper publication. The petitioner companies also submitted an affidavit dated 29.02.2024 along with proof of

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service of notice to Central Government through the Regional Director, Registrar of Companies, Ahmedabad, Income Tax Authority, Principal Chief Commissioner of Income Tax and Official Liquidator (in case of Transferor Companies).

4. The Chairman of the meetings has filed his report in affidavits dated 26.03.2024 regarding the result of the meetings of three companies, 20.04.2024, for result of the adjourned meetings of secured creditors of two companies and 02.07.2024 for result of the adjourned meeting of secured creditors of the Transferee Company. On perusal of report of the Chairman, it is observed that meetings of the secured creditors of Transferor Company no. 1, Transferor Company no. 2 and Transferee Company were convened on 14.03.2024. Adjourned meeting of the secured creditors of Transferor Company no. 1 and the Transferee Company were convened on 18.04.2024. Further adjourned meeting of secured creditors of the Transferee Company was held on 01.07.2024. Meetings of unsecured creditors of Transferor Company no.1 was held on 18.03.2024 and meeting of unsecured creditors of the Transferor Company no. 2 was held on 21.03.2024. The creditors who attended the meetings approved the proposed Scheme with requisite majority in compliance with provisions, according to the reports of the Chairman.

5. In response to the notice served upon the Regional Director (RD), a representation/report dated 24.07.2024 was filed by the RD, North-Western Region, along with the report of the Registrar of Companies (RoC) dated 22.03.2024. They have made some observations in their reports. The petitioner



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companies have filed an affidavit dated 18.09.2024 in response to the reports of RD and RoC. Following are the observations of RD and ROC and response of the petitioner companies:-

RD's Observations

- a. Transferee Company to undertake compliance of Section 232(3)(i) of Companies Act, 2013 and to pay the difference amount of fees, if any.
  - The petitioner companies undertake to comply with the provisions of Section 232(3)(i) of the Companies Act.
- b. The petitioner companies to file an affidavit confirming that the scheme submitted with the company application and company petition are one and the same and there is no discrepancy or no change is made.
  - The petitioner companies submitted that the Scheme enclosed to the company application and company petition are one and the same and there is no discrepancy or no change is made.
- c. The petitioner companies to file an affidavit with facts about CIRP proceedings under IBC or winding up petition against petitioner companies.
  - The petitioner companies declared that no CIRP proceedings under IBC or winding up petition are filed against the petitioner companies.
- d. To preserve books of accounts, papers and records as per Section 239 of the Companies Act, 2013.



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- e. To ensure statutory compliance of all applicable laws and on sanctioning the present scheme, the petitioner companies shall not be absolved from any of its statutory liabilities in any manner.
- f. Necessary stamp duty on transfer of property/assets, if any is to be paid to the respective authorities before implementation of the scheme.
- g. The petitioner companies to comply with the provisions of Section 232(5) of the Companies Act, 2013.
- h. The petitioner companies shall undertake to comply with the applicable provisions of Income Tax and all other applicable tax laws.
- i. Applicant companies to pay the legal fees to the Central Government which may be considered appropriate by the Tribunal for the expenses of the Office of the Regional Director.
- The petitioners undertake to comply with all the aforesaid statutory requirements in accordance with the directions of this Tribunal.

#### RoC's observations

- a. The RoC in its report submitted that both the companies are not registered as NBFCs. The Transferor Company has filed Balance Sheet as on 31.03.2021, 31.03.2022 and 31.03.2023 as well as relevant Annual Returns. It is further submitted that no show cause notice has been issued to both the companies, no court case is pending,



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no technical scrutiny/inquiry is pending, as per the MCA portal record no complaint received and no inspection / investigation proceedings under Section 209A/206(5) of the Companies Act, 1956/2013 is pending against the companies.

b. The RoC observed that in respect of a secured creditor, the Transferor Company No. 2 has not filed creation of charge on MCA21 portal as per the requirement of Section of Section 77 of the Companies Act, 2013 r.w. Rule 3 of the Companies (registration of Charges) Rules, 2014.

- The petitioner company clarified that it was an inadvertent procedural lapse on the part of the said Petitioner. The facility availed from the said Secured Creditor was in the nature of Performance Bank Guarantee submitted as Security Deposit for the ongoing project in the year 2020. In order to rectify the said lapse, the Petitioner Company has now replaced the same with a new Performance Bank Guarantee dated 10<sup>th</sup> September 2024 issued in the name of the Transferee Company.

c. The RoC submitted that the petitioner companies to preserve its books of accounts, papers and record and shall not be disposed of without prior permission of Central Government as per Section 239 of the Companies Act, 2013. It is further submitted that petitioner companies to ensure statutory compliance of all applicable laws and also on sanctioning of the present Scheme, the Transferor Companies shall not be absolved



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from any of its statutory liabilities, necessary stamp duty on transfer of property/assets, if any, to the respective authorities before implementation of the Scheme and to comply with the provisions of Section 232(5) of the Companies Act with respect to file certified copy of order sanctioning the Scheme with Registrar of Companies within 30 days from the date of passing order.

- The petitioner companies undertake to comply with all statutory compliances of applicable laws and on sanctioning of the Scheme and the companies will not absolve from any of its statutory liabilities, in any manner. The petitioner companies undertake to pay requisite/necessary stamp duty in accordance with the provisions contained under the Gujarat Stamp Act.

6. In response to the notice of hearing served upon the office of Official Liquidator (OL), a representation dated 08.08.2024, in respect of the Transferor Companies, was filed by the OL. The OL in its report submitted that as per the MCA Portal, the Transferor Companies have filed its Balance Sheet with the RoC up to 31.03.2023. It is further submitted that the Transferor Companies has not accepted any Deposits under Section 73 of the Act. Transferor Companies are not required to register with RBI as NBFC. It is further submitted that the Income Tax Assessment of the Transferor Companies have been completed up to A.Y. 2021-22. There are no adverse observations in respect of the Transferor Companies.



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- The petitioner companies have filed affidavit dated 18.09.2024, in response to the representation of the OL. The Transferee Company undertakes to preserve books of accounts, papers and records of the Transferor Companies and shall not dispose the same without prior permission of Central Government as required under Section 239 of the Act. The petitioner companies undertake to lodge a certified copy of the order along with the Scheme with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any. The petitioner companies undertake to file certified copy of order sanctioning the Scheme with the RoC within 30 days from the date of issuance of the certified copy of the order.

7. In response to the notice of hearing served upon the Income Tax Department, communication dated 23.10.2024 from the Deputy Commissioner of Income Tax, Vadodara is placed on record stating that they have no objection regarding the merger of Transferor Company No. 2. In this regard, the petitioner companies submitted that there are no outstanding dues for the Transferor Companies. However, several litigations are pending for disputed demands for the Transferee Company for earlier assessment years.

- The petitioner companies have filed affidavit dated 18.09.2024, the Transferee Company has undertaken to fulfil all its liabilities on final adjudication of the pending litigations. Petitioner companies have undertaken to comply with all the applicable provisions of the Income Tax Act and have agreed to the rights of the Income Tax



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CA(CAA)56/(AHM)/2023

Department to consider the applicable provisions of Income Tax at the time of assessment.

8. This Tribunal vide order dated 01.08.2024 admitted the Company Petition, i.e. CP (CAA)/40(AHM)2024, and directed for publication of hearing of the company petition in "Business Standard" in English, Vadodara Edition & Pune Edition and Vernacular translation thereof in "Gujarat Samachar" Vadodara Edition & "Loksatta" Pune Edition not less than ten days before the next date of hearing, calling upon objections, if any. This Tribunal had also directed to issue notice, informing the date of hearing of this company petition, to the Regional Director, the Registrar of Companies, the Official Liquidator and the Income Tax Department and also to Office of Principal Chief Commissioner Income Tax. In compliance of order dated 01.08.2024, petitioner companies published notice of hearing of the petition in "Business Standard" in English, Vadodara Edition & Pune Edition and Vernacular translation thereof in "Gujarat Samachar" Vadodara Edition & "Loksatta" Pune Edition and served the notices to the Regional Director, Registrar of Companies, Jurisdictional Income Tax Authority along with Principal Chief Commissioner of Income Tax, Official Liquidator (for Transferor Companies) and filed affidavit of service dated 30.08.2024.
9. Despite service of notice and paper publication, no representation from any other sectorial/regulatory authorities has been received.

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10. Petitioner companies submitted that there are no proceedings / investigation pending against any of the petitioner companies under Sections 210-217, 219,220, 223, 224, 225, 226 & 227 of the Act. It is further submitted that no winding up petition is pending against the Applicant Transferor company no. 2 and the Applicant Transferee Company under the provisions of the Act. However, one of the operational creditors has filed an application against the Applicant Transferor company no.1 before the NCLT, Mumbai Bench which is yet to be registered. The Statutory Auditors have certified that the accounting treatment specified in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Act.
11. We have heard Counsel for the petitioner companies and representative of the Office of the Regional Director, counsel for Income Tax Department and Deputy Registrar of Companies also gone through the material available on record.
12. The counsel appearing for the petitioner companies submitted that the petitioner companies have complied with all statutory requirements as per the directions of this Tribunal and filed the necessary affidavits. The petitioner companies also undertake to comply with statutory/regulatory requirements under the Companies Act, 2013 and the Rules made thereunder, as may be applicable. The Compliance affidavit filed by the applicants dated 16 December 2023 has been taken on record on any pending litigations in terms of orders dated 31 Jan 2024.
13. On the basis of above facts and submissions made by the Learned Counsel representing the petitioner companies,



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CP(CAA)40/(AHM)2024  
IN  
CA(CAA)56/(AHM)/2023



representative of the Regional Director, Ld. Counsel for the Income Tax Authorities, the Deputy Registrar of Companies and by considering the entire facts and circumstances of the aforesaid company petition and on perusal of the Scheme and the proceedings, it appears that the requirements of the provisions of Sections 230 and 232 are satisfied by the petitioner companies. We are of the considered view that the proposed Scheme of Amalgamation is bona fide and in the interest of the shareholders and creditors. In the result; Company Petition No. CP (CAA)/40(AHM) 2024 in CA (CAA)/56 (AHM)2023 can be allowed. The Scheme envisages Amalgamation of Gharpure Engineering and Constructions Private Limited (Transferor Company no.1) and BEIL Research and Consultancy Private Limited (Transferor Company no.2) with BEIL Infrastructure Limited (Transferee Company) and their respective shareholders and creditors.

14. Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal to the scheme will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners.
15. While approving the Scheme as above, based on the declaration and reply submitted we further clarify that this order should not be construed as an order in granting any exemption from payment of stamp duty, taxes including Income Tax, GST, etc. or any other charges, if any, and payment in accordance with law or in respect of any permission/compliance with any of the



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regulatory authorities and with any other requirement which may be specifically required under any law.

16. This Tribunal orders as under:-

**ORDER**

- (i) Company Petition i.e. CP (CAA) 40 of 2024 in CA(CAA) 56 of 2023, is allowed.
- (ii) The Scheme of Arrangement in the nature of Amalgamation as annexed as "**Annexure H**" is hereby sanctioned and it is declared that the same shall be binding on the Petitioner Companies and their Shareholders and Creditors and all concerned under the Scheme.
- (iii) The Appointed Date for the Scheme shall be 01.04.2023.
- (iv) The Petitioner Companies are directed to comply with the statutory filing requirements sought by the RD/RoC in their report/representation. This would include complying with any provisions that may be needed on account sanction of this scheme to any other regulatory authorities. *Further, the Transferee Company on behalf Petitioner Companies (Transferor Company 2) will ensure compliance to the filing of creation of charge on MCA21 portal as per the requirement of Section of Section 77 of the Companies Act, 2013 r.w. Rule 3 of the Companies (registration of Charges) Rules, 2014 within 1 month of approval of the scheme and file compliance to the ROC.*



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(v) Income Tax Department will be free to examine the aspect of any tax payable as a result of the sanction of the Scheme and if it is found that the Scheme of Amalgamation ultimately results in tax avoidance or is not in accordance with the applicable provisions of Income Tax Act, then the Income Tax Department shall be at liberty to initiate appropriate course of action as per law. Any sanction of the Scheme of Amalgamation under Sections 230-232 of the Companies Act, 2013 shall not adversely affect the rights of Income Tax Department or any past, present or future proceedings and the sanction of the scheme shall not come in its way for the appropriate course of action as per law for the tax liabilities, if any.

(vi) It is declared that the Transferor Companies shall be dissolved without winding up on compliance of this order.

(vii) All the property right and powers of the Transferor Companies and all the other property, rights and powers of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 232 of the Act, be transferred to and vested in the Transferee Company for all the estates and interest of the Transferor Companies therein.

(viii) All the liabilities and duties of the Transferor Companies be transferred to the Transferee Company and accordingly the same shall pursuant to Section 232 of



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the Companies Act, 2013 become the liabilities and duties of the Transferee Company.

- (ix) All workers/employees of the Transferor Companies shall be deemed to have become the workers/employees of the Transferee Company with effect from the Appointed Date without any break, discontinuance or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to the Transferor Company as on the Effective Date.
- (x) All proceedings, if any, now pending against the Transferor Companies be continued by or against the Transferee Company.
- (xi) The Petitioner Companies within thirty days of the date of receipt of this order, cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the entire Undertaking of the Transferor Companies shall stand transferred to the Transferee Company and the Registrar of Companies shall place all documents relating to the Transferor Companies to the file kept by him in relation to the Transferee Company and the files relating to the said companies shall be treated accordingly.
- (xii) All concerned Authorities to act on copy of this order along with the Scheme authenticated by the Registrar of this Tribunal. He shall issue the certified copy of this



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order along with the Scheme.

- (xiii) The Petitioner Companies are directed to lodge a copy of this Order and the approved Scheme and Schedule of Assets duly authenticated by the Registrar of this Tribunal, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty, if any, within 60 days from the date of the Order.
- (xiv) The Petitioner Companies are further directed to file a copy of this order along with the copy of the Scheme with the concerned the Registrar of Companies, electronically, along with e-form INC-28 in addition to physical copy within 30 days from the date of issuance of the certified copy of the Order by the Registry as per relevant provisions of the Act.
- (xv) The legal fees and expenses of the office of the Regional Director are quantified at Rs.25,000/- each in respect of the Petitioner Companies. The said fees to the Regional Director shall be paid by the Transferee Company.
- (xvi) The legal fees and expenses of the office of the Official Liquidator are quantified at Rs.15,000/- in respect of the Transferor Company. The said fees of the Official Liquidator shall be paid by the Transferee Company.
- (xvii) Any person aggrieved shall be at liberty to apply to the Tribunal in the above matter for any direction that may be necessary.

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(xviii) Company Petition i.e. CP (CAA)/40(AHM)2024 in  
CA(CAA)/56 of 2023, is disposed of.

Sd/-

**DR. V. G. VENKATA'CHALAPATHY**  
**MEMBER (TECHNICAL)**

Sd/-

**CHITRA HANKARE**  
**MEMBER (JUDICIAL)**

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**FORM No. CAA 7**  
**(Pursuant to Section 232 and Rule 20)**  
**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL**  
**BENCH AT AHMEDABAD**  
**C P (CAA) NO. 40 OF 2024**  
**CONNECTED WITH**  
**C A (CAA) NO. 56 of 2023**

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013;

AND

In the matter of Scheme of Arrangement in the nature of Amalgamation of Gharpure Engineering and Constructions Private Limited and BEIL Research and Consultancy Private Limited with BEIL Infrastructure Limited,

(i) Gharpure Engineering and Constructions Private Limited.  
 (CIN U70200GJ2000PTC141412)

A company incorporated under the Companies Act, 1956 and having its registered office at SF-203, Concorde Building, Alkapuri Petrol Pump, R. C. Dutt Road, Alkapuri, Vadodara 390007 in the state of Gujarat. ....**Petitioner Transferor Company-1**

(ii) BEIL Research and Consultancy Private Limited.  
 (CIN U74120GJ2007PTC051689)

A company incorporated under the Companies Act, 1956 and having its registered office at Plot No. 9701-16, GIDC Estate, Ankleshwar 393002 in the state of Gujarat.....**Petitioner Transferor Company-2**

(iii) BEIL Infrastructure Limited.  
 (CIN U45300GJ1997PLC032696)

A company incorporated under the Companies Act, 1956 and having its registered office at Plot No. 9701/16, GIDC Estate, Ankleshwar, 393002 in the state of Gujarat.....**Petitioner Transferee Company**





Order under Section 232 of the Companies Act, 2013

Upon the above joint petition alongwith the application coming up for further hearing on 18<sup>th</sup> December 2024, and upon reading the said petition, and upon hearing Mrs. Swati Soparkar, learned advocate for the Petitioner Companies;

THIS TRIBUNAL DO ORDER

- (1) That upon Scheme being effective, all the property, rights and powers of the Transferor Companies specified in the first, second and third parts of the schedules of both the Petitioner Transferor Companies, attached hereto and all other property, rights and powers of the said Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to section 232 of the Companies Act, 2013 be transferred to and vested in the Transferee Company for all the estate and interest of the said Transferor Companies, therein but subject nevertheless to all charges now affecting the same; and
- (2) That upon Scheme being effective, all the liabilities and duties of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Transferee Company.
- (3) That upon Scheme being effective, all proceedings by or against the Transferor Companies be continued by or against the Transferee Company.
- (4) That upon Scheme being effective, the Transferee Company do without further application allot to such members of the Transferor Companies, as is required by clause 12.3 of the Scheme of Arrangement herein the shares in the Transferee company to which they are entitled under the said Scheme of Arrangement; and



- (5) That upon Scheme being effective, the Transferor Companies do within thirty days of the receipt of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Companies shall be dissolved and the Registrar of Companies shall place all documents relating to the Transferor Companies and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said three companies shall be consolidated accordingly; and
- (6) That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

SCHEDULE  
(Transferor Companies)  
Parts I, II, III as annexed.

Contents verified and found in order.  
(By the Tribunal)

*[Handwritten Signature]*  
31.12.2024

Registrar/Deputy Registrar

This 31<sup>st</sup> day of December 2024

*Swati Saurabh Soparkar*  
(Swati Saurabh Soparkar)  
Advocate

**Dy. Registrar**  
**NCLT Ahmedabad Bench**  
**Ahmedabad**

301, Shivalik-10, Opp. SBI Zonal Office,  
Near Old Excise Chowky, S.M. Road,  
Ambavadi, Ahmedabad 380 015.



# GHARPURE ENGINEERING AND CONSTRUCTIONS PVT. LTD.

(AN ISO 9001 : 2015 COMPANY)

ENGINEERS ■ CONTRACTORS ■ DESIGNERS



REGISTERED OFFICE :  
SF-203, 3RD FLOOR, CONCORD BUILDING,  
OPP. BHARAT PETROL PUMP,  
ALKAPURI, R. C. DUTT ROAD,  
VADODARA - 390007, GUJARAT, INDIA.

CORPORATE OFFICE :  
PLOT NO. 35/1, D II BLOCK,  
M.I.D.C. CHINCHWAD,  
PUNE - 411 019.

TEL. : 27472726, 27475756  
FAX : (020) 27476459  
E-mail : info.gecpl@beil.co.in  
CIN : U70200GJ2000PTC141412

**List of Assets of Gharpure Engineering and Constructions Private Limited as on 30<sup>th</sup> September 2024, to be transferred to BEIL Infrastructure Limited, pursuant to the scheme sanctioned by the Hon'ble National Company Law Tribunal, Bench at Ahmedabad.**

## Schedule

### Part I

#### Particulars of Freehold Properties

1.	Land	Nil
2.	Building	Office premises situated at Revenue Survey No. 5/64.1 MIDC   1058 sq mts.  Plot No. 35/1, D-II Block, Telco Road, MIDC Chinchwad, Pune - Maharashtra.
3.	Plant and Machinery	Nil

### Part II

#### Particulars of Leasehold Properties

1.	Land	Revenue Survey No. 5/64.1 MIDC   1058 sq mts.  Plot No. 35/1, D-II Block, Telco Road, MIDC Chinchwad, Pune - Maharashtra.
2.	Building	Nil
3.	Plant and Machinery	Nil

### Part III

#### A. Particulars of Investment in Shares & Securities:

Sr. No.	Name of the Company and Description	No. of Shares	Face Value in Rs.	Market Value Rs.
	Gharpure Engineering Vasai Virar Private Limited [Equity Shares]	10,000	10	1,00,000



# GHARPURE ENGINEERING AND CONSTRUCTIONS PVT. LTD.

(AN ISO 9001 : 2015 COMPANY)

ENGINEERS ■ CONTRACTORS ■ DESIGNERS



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REGISTERED OFFICE :  
SF-203, 3RD FLOOR, CONCORD BUILDING,  
OPP. BHARAT PETROL PUMP,  
ALKAPURI, R. C. DUTT ROAD,  
VADODARA - 390007, GUJARAT, INDIA.

CORPORATE OFFICE :  
PLOT NO. 35/1, D II BLOCK,  
M.I.D.C. CHINCHWAD,  
PUNE - 411 019.

TEL. : 27472726, 27475756  
FAX : (020) 27476459  
E-mail : info.gecpl@bell.co.in  
CIN : U70200GJ2000PTC141412

Date	State	FDR No	Amount	Period	Maturity Amt
26-06-2023	Sardar Sarovar Narmada Nigam Ltd., (Bonds)	1411884	3000000	24 Months	3410595

## B. Particulars of Bank Accounts:

Sr. No.	Bank and Branch	Type of Accounts	Account No.
1	Bank of Baroda Pimpri Pune	Cash Credit Account	07230500000100
2	Bank of Maharashtra MID Corporate Branch Talawade	Cash Credit Account	20151591364
3	Bank of Maharashtra MID Corporate Branch Talawade	Current Account	60103450060
4	Bank of Maharashtra Sambalpur Branch	Current Account	60024142420
5	Bank of Maharashtra MID Corporate Branch Talawade	Term Loan Account	60409402609
6	Bank of Baroda Pimpri Pune	Term Loan Account	07230600004451

Sr. No.	Bank and Branch	Type of Accounts	Account No.
1.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300028186
2.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300034303
3.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300035415
4.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300036876
5.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300042618
6.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300046039
7.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300046219
8.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300048687
9.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300050454
	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300050452



# GHARPURE ENGINEERING AND CONSTRUCTIONS PVT. LTD.

(AN ISO 9001 : 2015 COMPANY)

ENGINEERS ■ CONTRACTORS ■ DESIGNERS



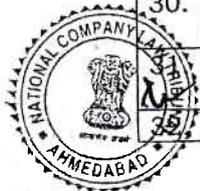
6

REGISTERED OFFICE :  
SF-203, 3RD FLOOR, CONCORD BUILDING,  
OPP. BHARAT PETROL PUMP,  
ALKAPURI, R. C. DUTT ROAD,  
VADODARA - 390007, GUJARAT, INDIA.

CORPORATE OFFICE :  
PLOT NO. 35/1, D II BLOCK,  
M.I.D.C. CHINCHWAD,  
PUNE - 411-019.

TEL. : 27472726, 27475756  
FAX : (020) 27476459  
E-mail : info.gecpl@beil.co.in  
CIN : U70200GJ2000PTC141412

Sr. No.	Bank and Branch	Type of Accounts	Account No.
11.	Bank of Baroda Pimpri Pune,	Fixed Deposit Account	07230300050522
12.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300052835
13.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300053015
14.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300053086
15.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300053085
16.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300053585
17.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300054088
18.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300054266
19.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300054434
20.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300054498
21.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300054963
22.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300055611
23.	Bank of Baroda Pimpri Pune	Fixed Deposit Account	07230300059982
24.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60201090852
25.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60201090251
26.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60201092420
27.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60201092204
28.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60201091981
29.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60201091787
30.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60201091652
	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60371677335
	Bank of Maharashtra	Fixed Deposit Account	60459653643



# GHARPURE ENGINEERING AND CONSTRUCTIONS PVT. LTD.

(AN ISO 9001 : 2015 COMPANY)

ENGINEERS ■ CONTRACTORS ■ DESIGNERS



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REGISTERED OFFICE :  
SF-203, 3RD FLOOR, CONCORD BUILDING,  
OPP. BHARAT PETROL PUMP,  
ALKAPURI, R. C. DUTT ROAD,  
VADODARA - 390007, GUJARAT, INDIA.

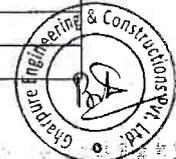
CORPORATE OFFICE :  
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TEL. : 27472726, 27475756  
FAX : (020) 27476459  
E-mail : info.gecpl@beil.co.in  
CIN : U70200GJ2000PTC141412

Sr. No.	Bank and Branch	Type of Accounts	Account No.
	MID Corporate Branch Talawade	Account	
33.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60474411583
34.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60485344996
35.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60485643077
36.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60485642824
37.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60485635237
38.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60491177527
39.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60496779093
40.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60496210663
41.	Bank of Maharashtra MID Corporate Branch Talawade	Fixed Deposit Account	60503534819

### C. Registration with Various Authorities under respective laws, Bodies etc.:

Sr No	Particular	Registration No.
1.	PAN No	AABCG3506F
2.	TAN No	PNEG01230F
3.	PTEC No	99334901977P
4.	PTRC No	27850001857P
5.	Property Tax No	1020400901
6.	HO Electricity No.	170142873501
7.	HO Water Connection	DV006/204PUN/502
8.	BSNL Land Line No	020-27475756
9.	Airtel Group Mobile Bill A/c No	1-3487495748921
10.	LIC Group Gratuity A/c No Bank of Maharashtra	20151514265
11.	Shop Act No	2031000313826708
12.	Udyam Registration (MSME)	UDYAM-MH-26-0649304
13.	LBT No - Pimpri Chinchwad	PCMC-LBT-0024689
14.	LBT NO - Pune	PMC-LBT-073-0076243



# GHARPURE ENGINEERING AND CONSTRUCTIONS PVT. LTD.

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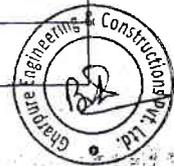
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E-mail : info.gecpl@beil.co.in  
CIN : U70200GJ2000PTC141412

Sr No	Particular	Registration No.
15.	NSDL DP Code	OC1E
16.	Demat Client Code	31584734
17.	IEC No	0392042495
18.	VAT Registration: - Tamil Nadu - Uttar Pradesh	33811842743 09318613997
19.	Service Tax: Maharashtra	AABCG3506FSD001
20.	GST Registration	As per <b>Annexure - A</b>
21.	Other Licenses and Registrations	As per <b>Annexure - B</b>

## D. Vehicles:

Sr. No.	Description	Registration Number	Site (Location)
1.	Tipper Lorry	MH144239	Coimbatore OM
2.	Two-Wheeler	HR10 X 1228	Barhi OM
3.	Tractor	PB11BF4304	Barhi OM
4.	Tractor Trolley	PB11BF4304	Barhi OM
5.	Indigo Manza Car	MH14DX3870	Belagavi
6.	Two-Wheeler	GJ05SY7997	Belagavi
7.	Two-Wheeler Bike	KA22EV7753	Belagavi
8.	Two-Wheeler Bike	KA36U6037	Belagavi
9.	Two-Wheeler Bike	MH48AA6510	Belagavi
10.	Sonalika Tractor	AZNS4482034SM	Dehradun
11.	Innova Car	MH14EH5292	Pune
12.	Innova Car	MH14DX5247	Pune
13.	Two-Wheeler Bike Maestro	KA53Y 0997	Harmavu OM
14.	Two-Wheeler Bike Platina	MH 04 DQ 2211	Harmavu OM
15.	Two-Wheeler Bike Platina	KA 04 HW 8070	Harmavu OM
16.	Two-Wheeler Hero Honda Splendor+	KA 02 HY 2165	Nagasandra OM
17.	Two-Wheeler Honda Dream Neo	TN 37 CE 9778	Nagasandra OM
18.	Two-Wheeler Super Splendor	PB-11 CV-4722	Patiala
19.	Two-Wheeler Bike HF Deluxe	UP33BC2495	Raebareli
	Two-Wheeler Bike Honda (Twister)	UK07AH9459	Raebareli



# GHARPURE ENGINEERING AND CONSTRUCTIONS PVT. LTD.



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ENGINEERS ■ CONTRACTORS ■ DESIGNERS

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**REGISTERED OFFICE :**  
SF-203, 3RD FLOOR, CONCORD BUILDING,  
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**CIN : U70200GJ2000PTC141412**



Sr. No.	Description	Registration Number	Site (Location)
21.	Two-Wheeler Hero Honda Passion	OR15P0994	Sambalpur
22.	Two-Wheeler Bajaj CT 100	OD15P4408	Sambalpur
23.	Two-Wheeler Bajaj CT 100	OD15L4793	Sambalpur
24.	Two-Wheeler Bajaj CT 100	OD15J0259	Sambalpur
25.	Two-Wheeler Honda Shine	OR15N8993	Sambalpur
26.	Two-Wheeler Bajaj CT 100	OD15L4144	Sambalpur
27.	Two-Wheeler Honda Shine	OR15S5172	Sambalpur
28.	Two-Wheeler Hero Glamour	OD04B6543	Sambalpur
29.	Two-Wheeler TVS Sports	OD15C2950	Sambalpur
30.	Two-Wheeler Bajaj CT 100	OD15P4400	Sambalpur
31.	Two-Wheeler Bajaj Discover DTS	OR15R3526	Sambalpur
32.	Two-Wheeler Hero Honda Pleasure	OR02AH7138	Sambalpur
33.	Scorpio Car	OD15H0924	Sambalpur
34.	Scorpio Car	OD15H0923	Sambalpur
35.	Tatva Indica Car	MH14EH0864	Singapore
36.	JCB Machine	MH14KG0636	Belagavi
37.	Volvo Poclairn - Excavator	D6DEGE2	Belagavi

**For, Gharpure Engineering and Constructions Pvt. Ltd.**

*B. D. Dalwadi*  
**B. D. Dalwadi**  
Director



**GHARPURE ENGINEERING AND CONSTRUCTIONS PVT. LTD.**

(AN ISO 9001 : 2015 COMPANY)

**ENGINEERS ■ CONTRACTORS ■ DESIGNERS**

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**REGISTERED OFFICE :**  
SF-203, 3RD FLOOR, CONCORD BUILDING,  
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E-mail : info.gecpl@bell.co.in  
CIN : U70200GJ2000PTC141412

**Annexure A:****Details of GST Registration: -**

Sr No	State	GST Register Address	GST No
1	Goa	S-Tilve Building, E C Street, Margao, South Goa, Goa, 403601	30AABCG3506F1ZD
2	Gujarat	Second Floor, 203, Concord Building, Alkapuri, Vadodara, Gujarat, 390007	24AABCG3506F1Z6
3	Haryana	C/o. 16 MLD HSIDC CETP, Phase III, Ganapur, Sonapat, Sonipat, Haryana, 131101	06AABCG3506F1Z4
4	Karnataka	CTS No-4816/1, 3rd Floor, Apt no - 4, Plot No - 61, Subash Nagar, Mal Maruti Extension, Belgaum, Belagavi, Karnataka, 590017	29AABCG3506F1ZW
5	Maharashtra	35/1, D-II Block, Telco Road, MIDC, Chinchwad, Pune, Maharashtra, 411019	27AABCG3506F1Z0
6	Odisha	Flat No.106, Basudev Enclave, Swarnapuri, Patia, Bhubaneswar, Khordha, Odisha, 751024	21AABCG3506F1ZC
7	Punjab	Building No 61, R S Puram, Hambran Road, Ludhiana, Punjab, 141001	03AABCG3506F1ZA
8	Rajasthan	F2A, Vardhaman Colony, Near Golf Course, Air Force Area, Jodhpur, Rajasthan, 342001	08AABCG3506F1Z0
9	Tamil Nadu	60 MLD STP at Ondipudur, Ondipudur Sewage Treatment Plant, C/o. Coimbatore Municipal Corporation, Near Vedam Enclave, Ondipudur, Coimbatore, Tamil Nadu, 641016	33AABCG3506F1Z7
10	Uttarakhand	LANE NO. 3, 89, Sheetal Kunj, GMS Road, Alaknanda Enclave, Dehradun, Uttarakhand, 248001	05AABCG3506F1Z6
11	Uttar Pradesh	3/304, Vrundavani, Sahara Estate, PO Khorabar, Gorakhpur, Uttar Pradesh, 273008	09AABCG3506F1ZY



# GHARPURE ENGINEERING AND CONSTRUCTIONS PVT. LTD.

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E-mail : info.gecpl@beil.co.in  
CIN : U70200GJ2000PTC141412

## Annexure B:

Sr. No.	Location	Description	Identity / Registration Number
1.	Gujarat	Registration Certificate (Roads & Building Department i.e. R&B Gujrat)	Tender/Regi/4066 of 2023
2.	Ahmedabad	Registration Certificate Ahmedabad Municipal Corporation, Engineering Department	1620
3.	Bihar	Registration Certificate - Bihar Industrial Area Development Authority	897/Tech
4.	Haryana	Haryana Engineering Works Portal	2022R9183/HEWP/2024
5.	Mumbai	Electrical Contractor License, GoM	35704
6.	Mumbai	Maharashtra Jeevan Pradhikaran (MJP) Registration Class I (Civil)	MJP/SEHQ/C-1-11 (2020)/295
7.	Chhattisgarh	Public Works Department, Chhattisgarh	CGeR10099
8.	Pune	Certificate of Registration - ISO 9001:2015 (Quality Management Systems)	IN/10605852/1195
9.	Pune	Certificate of Registration - ISO 45001:2018 (Occupation Health and Safety Management Systems)	IN/30592271/7676
10.	Pune	Certificate of Registration - ISO 14001:2015 (Environmental Management Systems)	IN/84512468/5265
11.	Pune	Registration Certificate- Employee Provident Fund organization, India	PUPUN0020280000
12.	Haridwar	Registration Certificate- Employee's State Insurance Corporations	61330360350011009
13.	Dehradun	Registration Certificate- Employee's State Insurance Corporations	61330360350021009
14.	Gurgaon	Registration Certificate- Employee's State Insurance Corporations	69330360350011009
15.	Coimbatore	Registration Certificate-	51330360350011009



# GHARPURE ENGINEERING AND CONSTRUCTIONS PVT. LTD.

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CIN : U70200GJ2000PTC141412

Sr. No.	Location	Description	Identity / Registration Number
		Employee's State Insurance Corporations	
16.	Pune	Registration Employee's State Insurance Corporations	33000360350001009
17.	Mumbai	Registration Maharashtra Labour welfare Board	PUPUNG000121
18.	Surat	License to work a factory	FIN: S19025390A
19.	Surat	License to work a factory	FIN: S19027299X
20.	Surat	License to work a factory	FIN: S19027301A
21.	Sindhur	Department of Labour	ALCK/PE.RCH-04/2015
22.	Raebareli	Department of Labour	D29002025/2018-19/D800046
23.	Bengaluru	Department of Labour	ALC-B-2/CLA/P-1000014952/2018-19
24.	Bengaluru	Department of Labour	ALC-B-2/CLA/P-1000014949/2018-19
25.	Sambalpur	Department of Labour	SAM/R&A/2024/2024/021296
26.	Pune	Life insurance corporation of India	709001924
27.	Pune	Life insurance corporation of India	639801
28.	Pune	Life insurance corporation of India	709000194
29.	Pune	Life insurance corporation of India	634030
30.	Ahmedabad	Labour License - issued for 400 MLD WTP at Jaspur	CLRA/License/CLRA/AHD/2023/CLL/1032
31.	Belagavi	Department of Labour	ALC-5/CLA/C-13032583/2024-25
32.	Patiala	Department of Labour	PTL00CL1767





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## BEIL RESEARCH AND CONSULTANCY PRIVATE LIMITED

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3910

List of Assets of BEIL Research and Consultancy Private Limited as on 30<sup>th</sup> September 2024, to be transferred to BEIL Infrastructure Limited, pursuant to the scheme sanctioned by the Hon'ble National Company Law Tribunal, Bench at Ahmedabad.

### Schedule

#### Part I

##### Particulars of Freehold Properties

1.	Land	Nil
2.	Building	Office premise situated at Revenue Survey No. RSN 574   134.9 sq mts. SF-203, Concorde Building, Alkapuri Petrol Pump, RC Dutt Road, Vadodara, Gujarat.
3.	Plant and Machinery	Nil

#### Part II

##### Particulars of Leasehold Properties

1.	Land	Nil
2.	Building	Nil
3.	Plant and Machinery	Nil

#### Part III

##### A. Particulars of Investment in Shares & Securities:

Sr. No.	Name of the Company and Description	No. of Shares	Face Value in Rs.	Market Value Rs.
1	Gharpure Engineering and Constructions Private Limited (Fully paid Preference Shares)	25,00,000	100 each	25,00,00,000



CIN No. : U74120GJ2007PTC051689

Regd. Office : 9701/16, GIDC Estate, Anklethwar - 393 002, Gujarat - India. Ph.: 02646 - 222833 E-mail : dalwadi@beil.co.in

Branch Office : 203, 3rd Floor, Concord Building, Opp. Bharat Petrol Pump, Alkapuri, R C Dutt Road, Vadodara-390 007

Branch Office : SCO 20-21, 11nd Floor, Near Hotel Dolphin, Kalka Shimla Highway, Baltana, Zirakpur.





# BEIL RESEARCH AND CONSULTANCY PRIVATE LIMITED

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2	Federation of Agri-Value Chain, Manufacturers & Exporters  (Fully paid Equity Shares)	16,667	10 each	1,66,670
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## B. Particulars of Bank Accounts:

Sr. No.	Bank and Branch	Type of Accounts	Account No.
1	Bank of Baroda, Ind Estate Ankleshwar	Current account	08950200001317
2	Bank of Baroda, Sector 11 Panchkula	Current account	24880200000765
3	Bank of Baroda, Ind Estate Ankleshwar	Fixed Deposit account	08950300039804
4	Bank of Baroda, Ind Estate Ankleshwar	Fixed Deposit account	08950300043328
5	Bank of Baroda, Ind Estate Ankleshwar	Fixed Deposit account	08950300055546
6	Bank of Baroda, Ind Estate Ankleshwar	Fixed Deposit account	08950300055547

## C. Registration with Various Authorities under respective laws, Bodies etc.:

Nature of Authority	Nature of Registration	Registration Number
Income Tax Dept.	PAN	AADCB5684K
	TAN	BRDB02825E
GST Registration No.	Gujarat	24AADCB5684K1ZF
	Himachal Pradesh	03AADCB5684K2ZI
Udyam Registration No. (MSME)		UDYAM-GJ-06-0000052
PF Registration No.	Gujarat	SR BRH 150371 9000
ESIC Registration No.	Gujarat	38000 43641 0000 999
Professional Tax Registration No.	Monthly	PR2110001068 - Form 2



CIN No. : U74120GJ2007PTC051689

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# BEIL RESEARCH AND CONSULTANCY PRIVATE LIMITED

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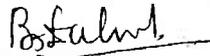
Nature of Authority	Nature of Registration	Registration Number
Professional Tax Registration No.	Yearly	PE2109001910 - Form 4
Gujarat Labour Welfare Fund		BRD/0020025
Any other, if any	-	-

**D. Vehicles:** Nil

**E. Details of Trademark Registration:**

Sr. No.	Application No.	Class	Conflicting Mark	Journal No.
1	3833684	42	BRCPL with image of leaf & flask	1856

**For, BEIL Research and Consultancy Pvt. Ltd.**

  
**B. D. Dalwadi**  
 Director



  
 21.12.2024

**Dy. Registrar**  
**NCLT Ahmedabad Bench**  
**Ahmedabad**

CIN No. : U74120GJ2007PTC051689

Regd. Office : 9701/16, GIDC Estate, Anklshwar - 393 002, Gujarat - India. Ph.: 02646 - 222833 E-mail : dalwadibd@beil.co.in

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Branch Office : SCO 20-21, 11nd Floor, Near Hotel Dolphin, Kalka Shimla Highway, Baltana, Zirakpur.



**COMPOSITE SCHEME OF ARRANGEMENT  
IN NATURE OF AMALGAMATION OF**

**GHARPURE ENGINEERING AND CONSTRUCTIONS PRIVATE LIMITED  
AND  
BEIL RESEARCH AND CONSULTANCY PRIVATE LIMITED  
WITH  
BEIL INFRASTRUCTURE LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

**(A) PREAMBLE:**

This Composite Scheme of Arrangement ("the Scheme") is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and the rules and regulations thereunder and involves Amalgamation of Gharpure Engineering and Constructions Private Limited and BEIL Research and Consultancy Private Limited with BEIL Infrastructure Limited. Both the Transferor Companies are Wholly Owned Subsidiaries of the Transferee Company in term of Equity Shareholding. As a result the transfer of the undertaking of the Transferor Companies to the Transferee Company shall not involve any consideration to be paid in cash or by way of issue of Equity shares. However, one of the Transferor Companies have Preference Shares and in order to have the mirror image of the holding pattern, the Transferee Company shall issue and allot same number of Preference Shares on the same terms and same maturity period.

This Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

**(B) BACKGROUND OF THE COMPANIES:**

- i) Gharpure Engineering and Constructions Private Limited ("GECPL" Or "Transferor Company - 1"), is a private limited company, originally incorporated on 29<sup>th</sup> March 2000 under the provisions of the Companies Act, 1956, before the Registrar of Companies, Pune in the state of Maharashtra. The registered office was shifted to



For Gharpure Engineering & Construction Pvt. Ltd.

For BEIL Research And Consultancy Private Limited

For, BEIL Infrastructure Ltd.



*[Signature]*  
Authorised Signatory

*[Signature]*  
Authorised Signatory

*[Signature]*  
Authorised Signatory



Vadodara in the state of Gujarat vide order of the Regional Director dated 27<sup>th</sup> March 2023 and vide fresh certificate issued by Registrar of Companies, Gujarat dated 23<sup>rd</sup> May 2023. The current corporate identity number is U70200GJ2000PTC141412. The registered office of the company is currently situated at SF-203, Concorde Building, Alkapuri Petrol Pump, R. C. Dutt Road, Alkapuri Vadodara 390007 in the state of Gujarat. The company is engaged in designing, constructing and executing projects pertaining to water treatment and distribution solutions. It is a Wholly Owned Subsidiary of BEIL Infrastructure Limited, the Transferee Company under the present scheme.

- ii) BEIL Research and Consultancy Private Limited ("BRCPL" Or "Transferor Company - 2") is a private limited company originally incorporated on 7<sup>th</sup> September 2007 under the provisions of the Companies Act, 1956, in the name and style of Bharuch Airport Infrastructure Private Limited, before the Registrar of Companies, Gujarat. The name of the company was changed to BEIL Research and Consultancy Private Limited vide fresh certificate dated 8<sup>th</sup> December 2014 issued by Registrar of Companies, Gujarat. The registered office of the company is situated at Plot No 9701/16, GIDC Estate, Ankleshwar 393002 in the state of Gujarat. The current corporate identity number is U74120GJ2007PTC051689. The company is engaged in Design and Project Management Consultancy Services. It is a Wholly Owned Subsidiary of BEIL Infrastructure Limited, the Transferee Company under the present scheme.

- iii) BEIL Infrastructure Limited, ("BEIL" Or "Transferee Company") is a closely held limited company originally incorporated on 21<sup>st</sup> July 1997 under the provisions of Companies Act, 1956 in the name and style of Bharuch Enviro Infrastructure Limited, before the Registrar of Companies, Gujarat. The name of the company was changed to BEIL Infrastructure Limited vide certificate dated 17<sup>th</sup> May 2019. The corporate identity number is U45300GJ1997PLC032696. The registered office of the company is situated at Plot No. 9701/16,



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GIDC Estate, Ankleshwar, 393002 in the state of Gujarat. BEIL specializes in the management of solid and hazardous waste. It operates a centralized landfill site along with a common incineration and multi effective evaporator (MEE) system built specifically for the safe and secure disposal of hazardous waste. It is a Subsidiary of Tatva Global Environment Private Limited.

**(C) RATIONALE OF THE SCHEME:**

All the three companies belong to the same group of management and are engaged in similar line of activities, viz. waste disposal, recycling, design, and project management activities for waste management undertaken in different geographical regions of the country.

The key objectives of this Composite Scheme of Arrangement are:

- i) Achieve business synergy through consolidation of activities of all the group companies operating in different regions of the Country.
- ii) Simplification and Consolidation of group structure and reduction in number of entities resulting in greater management focus, control and streamlining of operations and asset utilization;
- iii) Achieve economies in business operations, provide optimal utilization of resources and greater administrative efficiencies and thereby optimize profitability.
- iv) Devise uniform corporate policies for the common business activity and increase the overall effectiveness of the operations including increased market share and allowing the combined entity to become a strong player in the industry.
- v) Have a large based Capital structure and Assets structure to increase the financial leverage.
- vi) Have access to a larger and more diverse talent pool, enabling to attract and retain top talent.
- vii) The Boards of Directors of Transferor Companies as well as Transferee Company believe that this merger will contribute to smooth integration of all the Companies and would benefit the shareholders, employees and other stakeholders of the Transferor Companies and the Transferee Company.



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**1. DEFINITIONS:**

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In this Scheme (as defined hereunder), unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1 **“Act” or “The Act”** means the Companies Act, 1956 or Companies Act, 2013, as the case may be, the rules and regulations made thereunder and will include any statutory modification or re-enactment thereof for the time being in force;
- 1.2 **“Appointed Date”** means 1<sup>st</sup> April 2023 or such other date as may be fixed or approved by the NCLT or such other competent authority;
- 1.3 **“Effective Date”** means later of the date on which the certified copy of the Order of the NCLT sanctioning the Scheme of Arrangement is filed with the Registrar of Companies of Gujarat at Ahmedabad;
- 1.4 **“NCLT” or “Tribunal”** means the National Company Law Tribunal, Ahmedabad Bench as constituted and authorized as per the provisions of the Act;
- 1.5 **“Scheme” or “the Scheme” or “this Scheme”** means the Composite Scheme of Arrangement in nature of Amalgamation in its present form or with any modification(s) and amendment(s) made under Clause 20 of this Scheme from time to time and with appropriate approvals and sanctions granted or directed by the Tribunal or such other competent authority, as may be required under the Act, as applicable, and under all other applicable laws;
- 1.6 **“Transferee Company” or “BEIL”**, means BEIL Infrastructure Limited, a company incorporated under the Act and having its registered office in the state of Gujarat;
- 1.7 **“Transferor Company- 1” or “GECPL”** means Gharpure Engineering and Constructions Private Limited, a company incorporated under the Act and having its registered office in the state of Gujarat;



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1.8 **“Transferor Company - 2” or “BRCPL”** means BEIL Research and Consultancy Private Limited, a company incorporated under the Act and having its registered office in the state of Gujarat;

1.9 **“Undertakings”** mean and include the undertakings of both the Transferor Companies comprising of all assets, investments and liabilities of these companies on a going concern basis and shall include (without limitation) the following:

- (a) All the assets and properties of the Transferor Companies including, without limitation, offices, plants and machineries, equipment, interests, capital work-in-progress, installations, appliances, tools, accessories, freehold, leasehold and any other title, interests or rights in such immovable assets, buildings and structures, offices, furniture, fixtures, office equipment, computers, recorded or unrecorded goodwill and other intangible assets and all stocks on the Appointed Date;
- (b) All the debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date both present and future, whether provided for or not in the books of accounts or disclosed in the balance sheet, whether secured or unsecured, all guarantees, assurances, commitments and obligations of any kind, nature or description, whether fixed, contingent or absolute, asserted or not asserted, matured or not matured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising pertaining to the Transferor Companies;
- (c) Without prejudice to the generality of sub - clause(a) and (b) above, the Undertakings of the Transferor Companies shall include:
  - (i) All movable and immovable properties, assets, including leasehold rights, tenancy rights, industrial and other licenses, registrations, permits, authorizations, trademarks, copyrights, patents and other industrial and intellectual properties, electrical connections, telephones, telex, facsimile and other communication facilities and equipment, rights and benefits of all agreements, pending applications and all other interests, rights and powers of every kind,



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nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of the Transferor Companies;

- (ii) All current assets including inventories; sundry debtors, receivables, cash and bank accounts (including bank balances), fixed deposits, loans and advances, actionable claims, bills of exchanges and debit notes of the Transferor Companies;
- (iii) All agreements, contracts, arrangements, understandings, engagements, deeds and instruments including lease/license agreements, tenancy rights, equipment purchase agreements, and other agreements with the customers, purchase and other agreements/contracts with the suppliers/manufacturers of goods/service providers and all rights, titles, interests, claims and benefits there under of the Transferor Companies;
- (iv) All application monies, advance monies, earnest monies and/or security deposits paid or deemed to have been paid and payments against other entitlements of the Transferor Companies;
- (v) All intellectual property rights (including applications for registrations of the same and the rights to use such intellectual property rights), trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, trade secrets, confidential information, domain names, books, records, files, papers, software licenses (whether proprietary or otherwise), data, and all other records and documents, whether in physical or electronic form relating to the business activities and operations of the Transferor Companies;
- (vi) All employees of the Transferor Companies.

(vii) Approvals of whatsoever nature (including but not limited to benefits of all tax holiday, tax relief / benefit available/ to be available to the eligible units, exemption / deduction under Chapter III of Income-tax Act, 1961, deduction under Chapter VI-A of Income-tax Act, 1961 for the eligible period) and wheresoever



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situated, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Transferor Companies as on the Appointed Date or any other benefits and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power, use or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies;

- (viii) Right to any claim not preferred or made by the Transferor Companies in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, with regard to any law, act or rule or scheme made by the Governmental Authority, and in respect of set-off, carry forward of unabsorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income-tax Act, 1961, or taxation laws of other countries, or any other or like benefits under the said acts or under and in accordance with any law or act, whether in India or anywhere outside India;

It is clarified that all debts, loans and liabilities, duties and obligations of the Transferor Companies as on the Appointed Date 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 and all liabilities which may accrue or arise after the Appointed Date for the period till the Effective Date, shall be the debts, loans and liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of any of the Transferor Companies or on any income earned from those assets.

## 2. DATE OF TAKING EFFECT AND OPERATIVE DATE

This Scheme as set out herein in its present form or with any modification(s), as may be approved or imposed or directed by the NCLT or made as per Clause 20 of this Scheme, as the case may be, shall have legal effect and force or be effective from the Appointed Date and shall be operative from the Effective Date.



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### 3. SHARE CAPITAL OF THE COMPANIES

3.1 The Equity authorised, issued, subscribed and paid-up share capital of GECPL, the Transferor Company-1 as on 31<sup>st</sup> March 2023 is as under:

Particulars	Amount (in Rs)
<b>Authorised share capital</b>	
13,50,000 Equity shares of Rs. 100/- each	13,50,00,000
1,01,50,000 Preference Shares of ₹ 100/- each	101,50,00,000
<b>Total</b>	<b>1,15,00,00,000</b>
<b>Issued, subscribed and paid-up share capital</b>	
13,12,608 Equity shares of Rs. 100/- each fully paid up	13,12,60,800
1,00,25,000 Preference Shares of ₹ 100/- Each fully paid up	1,00,25,00,000
<b>Total</b>	<b>1,13,37,60,800</b>

There is no change in authorised, issued, subscribed and paid up share capital of GECPL after the aforesaid date. Further, as on the date of approval of Scheme by Board of Directors of the Companies, BEIL, the Transferee Company (along with its nominee) holds 100% of issued, subscribed and paid-up Equity share capital of the Transferor Company-1, as well as approx. 50 % of the Preference Share Capital.

3.2 BRCPL, the Transferor Company-2 holds approx. 25% of the Preference Share Capital. The authorised, issued, subscribed and paid-up share capital of BRCPL, the Transferor Company-2 as on 31<sup>st</sup> March, 2023 is as under:

Particulars	Amount (in Rs)
<b>Authorised share capital</b>	
5,00,000 Equity shares of Rs. 10/- each	50,00,000
<b>Total</b>	<b>50,00,000</b>
<b>Issued, subscribed and paid-up Share Capital</b>	
2,00,000 Equity shares of Rs. 10/- each fully paid up	20,00,000
<b>Total</b>	<b>20,00,000</b>

There is no change in the authorised, issued, subscribed and paid up share capital of BRCPL after the aforesaid date. Further, as on the date of approval of Scheme by Board of Directors of the Companies, BEIL, the Transferee Company (along with its nominee) holds 100% of issued, subscribed and paid-up share capital of the Transferor Company-2.

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3.3 The authorised, issued, subscribed and paid-up share capital of BEIL, the Transferee Company as on 31<sup>st</sup> March 2023 is as under:

Particulars	Amount (in Rs)
<b>Authorised share capital</b>	
3,20,00,000 Equity shares of Rs. 10/- each	32,00,00,000
<b>Total</b>	<b>32,00,00,000</b>
<b>Issued, subscribed and paid-up share capital</b>	
41,43,744 Equity shares of Rs. 10/- each	4,14,37,440
<b>Total</b>	<b>4,14,37,440</b>

There is no change in the authorised, issued, subscribed and paid up share capital of BEIL after the aforesaid date. Further, as on the date of approval of Scheme by Board of Directors of the Companies, 76.91% of issued, subscribed and paid-up share capital of the Transferee Company is held by Tatva Global Environment Private Limited, a parent holding company.

#### 4. TRANSFER AND VESTING OF THE UNDERTAKINGS OF TRANSFEROR COMPANIES WITH THE TRANSFEEE COMPANY

4.1 Upon the Scheme being effective and subject to the provisions of this Scheme in relation to the mode of transfer and vesting, the Undertakings of the Transferor Companies shall, without any further act, instrument or deed, be and stand transferred to and vested in, and/ or be deemed to have been and stand transferred to and vested in, the Transferee Company, on and from the Appointed Date, so as to become, the estate, assets, rights, title, interest and authorities of the Transferee Company as part of and consequent upon the amalgamation pursuant to provisions of Sections 230 to 232 of the Act and all other applicable provisions of the Act and in compliance with the provisions of Section 2(1B) of the Income-tax Act, 1961;

4.2 Without prejudice to the aforesaid, all the immovable property (including but not limited to the land, buildings, offices, factories, sites, tenancy rights related thereto, and other immovable property, including accretions and appurtenances), whether or not included in the books of the Transferor Companies, whether freehold or leasehold (including but not limited to any other document of title, rights, interest and easements in relation thereto, and any shares in cooperative housing societies associated with such immovable property) shall stand transferred to and



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be vested in the Transferee Company, as successor to the respective Transferor Company, without any act or deed to be done or executed by the Transferor Companies, as the case may be and/ or the Transferee Company;

4.3 Upon the Scheme being effective, with respect to the assets forming part of the Undertakings of the Transferor Companies that are movable in nature or are otherwise capable of being transferred by manual delivery or endorsement and/ or delivery, the same shall stand transferred to and vested in, without any further act or execution of an instrument with the intent of vesting such assets in the Transferee Company as on the Appointed Date. The vesting pursuant to this sub-clause shall be deemed to have occurred by manual delivery or endorsement and/ or delivery, as appropriate to the property being vested, and the title to such property shall be deemed to have been transferred and vested accordingly. No additional stamp duty shall be payable on the transfer of such movable properties upon its transfer and vesting in the Transferee Company;

4.4 With respect to the assets of the Undertakings of the Transferor Companies, other than those referred to in the Clauses above, including sundry debtors, bank balances, receivables, bills, credits, promissory notes, debit notes, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with government, semi-government, local and other authorities and bodies or with any company or other person etc., shall, without any further act, instrument or deed, with effect from the Appointed Date, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of Sections 230 to 232 and all other applicable provisions of the Act. It is hereby clarified that all the investments made by the Transferor Companies shall, pursuant to Sections 230 to 232 and all other applicable provisions of the Act, if any, and the provisions of this Scheme, without any further act or deed, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company;



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4.5 For the avoidance of doubt, it is clarified that upon the coming into effect of this Scheme, in accordance with the provisions of relevant laws, consents, permissions, licences, certificates, authorities (including for the operation of bank accounts), powers of attorney given by, issued to or executed in favour of any of the Transferor Company, and the rights and benefits under the same, and all quality certifications and approvals, trademarks, brands, patents and domain names, copyrights, industrial designs, trade secrets and other intellectual property and all other interests relating to the goods or services being dealt with by the Transferor Companies shall be transferred to and vested in the Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Upon the Scheme being effective, 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 the Scheme, on the same terms and conditions with effect from the Appointed Date. In so far as various incentives including export incentive, duty drawback, subsidies, rehabilitation schemes, special status, advance licenses and other benefits or privileges enjoyed, granted by any Government body, local authority or by any 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;

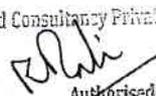
4.6 Upon the Scheme being effective and subject to the other provisions of the Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which any of the Transferor Company is a party subsisting or having effect on or immediately before the Effective Date shall remain in full force and effect against or in favour of the Transferee Company and shall be binding on and be enforceable by and against the Transferee Company as fully and effectually as if the Transferee Company had at all times been a party thereto. Any inter-se contracts (including lease agreement) between the Transferor Companies and the Transferee Company shall stand cancelled and cease to operate upon the coming into effect of this Scheme;

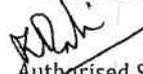


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4.7 Upon the Scheme being effective, in so far as the various incentives, tax exemption, deductions, benefits, subsidies, grants, special status, registrations and other benefits or privileges enjoyed including in respect of income-tax [including Minimum Alternative Tax (MAT)], excise (including Modvat / Cenvat), customs, VAT, sales tax, service tax, goods and service tax etc., granted by any Appropriate Authority, or availed of by the Transferor Companies are concerned, the same shall, without any further act or deed, vest with and be available to the Transferee Company on the same terms and conditions with effect from the Appointed Date;

4.8 Any tax holiday/deduction/exemption/carry forward losses (including loss as per books of accounts) and unabsorbed depreciation (including unabsorbed depreciation as per books of accounts) entitled to/enjoyed/availed by the Transferor Companies under the provisions of Income Tax Act, 1961 shall stand transferred to and vested in or deemed to be transferred to and vested in the Transferee Company and be entitled to /enjoyed/availed/utilized by the Transferee Company on and from the Appointed Date in the same manner as would have been entitled to /enjoyed/availed/utilized by the Transferee Company before implementation of this Scheme;

4.9 Upon the Scheme being effective and with effect from the Appointed Date, all income, expense, debts, liabilities, including, without limitation, all secured and unsecured debts, sundry creditors, contingent liabilities, duties, obligations and undertakings of the Transferor Companies, of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilized for its operations and activities, shall, pursuant to the sanction of this Scheme by the NCLT and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing being made, done or executed, be transferred to and vested in, or be deemed to have been transferred to and vested in, the Transferee Company and shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become, as on and from the Appointed Date, the income, expenses, liabilities, debts, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor



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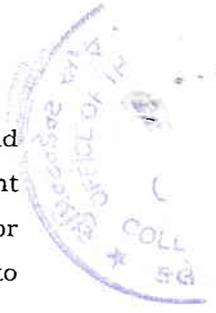
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Companies, and the Transferee Company shall meet, discharge and satisfy the liabilities and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause;

4.10 All loans raised and utilized and all debts, liabilities, duties, and obligations incurred or undertaken by the Undertaking of the Transferor Companies on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same;

4.11 Upon the Scheme being effective, where any of the liabilities and obligations of the Transferor Companies subsisting as on the Appointed Date or which has arisen after the Appointed Date but prior to the Effective Date, have been discharged by the Transferor Companies on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of the Transferee Company;

4.12 The vesting of the Undertaking of the Transferor Companies, as aforesaid, shall be subject to the Encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such Encumbrances shall be confined only to the relevant assets of respective Transferor Company or part thereof on or over which they are subsisting on and vesting of such assets in Transferee Company and no such Encumbrances shall extend over or apply to any other asset(s) of Transferee Company. Any reference in any security documents or arrangements (to which Transferor Companies is a party) related to any



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assets of Transferor Companies shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, Transferee Company shall not be required to create any additional security over assets vested under this Scheme for any loans, debentures, deposits, or other financial assistance already availed of/ to be availed of by it, and the Encumbrances in respect of such indebtedness of Transferee Company shall not extend or be deemed to extend or apply to the assets so vested;

4.13 If and to the extent there are investments, loans, deposits, or balances inter-se between the Transferor Companies and the Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and suitable effect shall be given in the books of the Transferee Company upon the Scheme being Effective;

4.14 Upon the Scheme being effective, any tax liabilities under the Income-tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, value added tax laws, entertainment tax as applicable in any State in which the Transferor Company operates, Central Sales Tax Act, 1956, any other State Sales Tax laws/ Value Added Tax laws, or Service Tax laws, or Goods and Service Tax laws or Corporation Tax laws, or other applicable laws/ regulations dealing with taxes/ duties/ levies/cess (hereinafter in this Clause referred to as "**Tax Laws**") to the extent not provided for or covered by tax provision in the Transferor Companies' accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation / duties/ levies account including advance tax, self-assessment tax and tax deducted/collected at source as on the date immediately preceding the Appointed Date will also be transferred to the account of and belong to the Transferee Company;

4.15 Any amount including refund under the Tax Laws due to Transferor Companies consequent to the assessment proceedings or otherwise and which have not been received by the Transferor Companies as on the date immediately preceding the Appointed Date shall also belong to and



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be receivable by the Transferee Company upon the Scheme being effective;

4.16 Without prejudice to the above, all benefits, including the benefits under Tax Laws, to which the Transferor Companies are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company upon the Scheme being effective;

4.17 Pursuant to this Scheme becoming effective, the Transferee Company shall be entitled to secure the record of the change in the legal ownership upon the vesting of the Undertakings of the Transferor Companies in accordance with the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act. The Transferor Companies and the Transferee Company shall be jointly and severally authorized to execute any writings and/ or carry out any formalities or compliances or do any act, thing or deed in this regard;

4.18 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Undertakings of the Transferor Companies occur by virtue of this Scheme, the Transferee Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which any of the Transferor Companies is a party, as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Companies to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies, as the case may be, to be carried out or performed; and

19 It is hereby clarified that if any assets (including but not limited to any estate, rights, title, interest in or authorities relating to such assets) in relation to the Transferor Companies cannot be transferred to the



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Transferee Company for any reason whatsoever, then directors of the Transferor Companies shall hold such assets in trust for the benefit of the Transferee Company till such period the transfer is effectively carried out in favour of the Transferee Company.

**5. STAFF, WORKMEN & EMPLOYEES**

5.1. Upon this Scheme coming into effect and with effect from the Effective Date, the Transferee Company undertakes to engage all the employees of the Transferor Companies on the terms and conditions not less favourable than those on which they are engaged by the respective Transferor Company without any interruption of service as a result of the amalgamation of the Transferor Companies with the Transferee Company. The Transferee Company also agrees that the services of all such employees with the Transferor Companies prior to the amalgamation of the Transferor Companies with the Transferee Company shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other retirement / terminal benefits and to this effect the accumulated balances, if any, standing to the credit of the employees in the existing provident fund, gratuity fund, superannuation fund and such other fund of which they are members will be transferred to such provident fund, gratuity fund, superannuation fund and such other fund nominated by the Transferee Company and/or such new provident fund, gratuity fund, superannuation fund, such other fund to be established and caused to be recognized by the Appropriate Authorities, by the Transferee Company, or to the government provident fund in relation to the employees of the Transferor Companies who are not eligible to become members of the provident fund maintained by the Transferee Company; and Period of employment for gratuity and other benefits.

5.2. Pending the transfer as aforesaid, the provident fund, gratuity fund, superannuation fund and such other dues of the employees would be continued to be deposited in the existing provident fund, gratuity fund, superannuation fund and such other fund respectively of the Transferor Companies.



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**6. LEGAL PROCEEDINGS**

6.1. Upon the Scheme becoming effective, any suit, cause of actions, appeal or other legal, quasi-judicial, arbitral or other administrative proceedings of whatever nature ("**Proceedings**") by or against any of the Transferor Companies pending and/ or arising before the Effective Date shall not abate or be discontinued, or be in any way prejudicially affected by reason of the transfer of the Undertakings of the Transferor Companies pursuant to this Scheme or by anything contained in this Scheme but the Proceedings shall 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 they would or might have been continued, prosecuted and enforced by or against the respective Transferor Company as if the Scheme had not been made. On and from the Effective Date, the Transferee Company shall and may continue any Proceedings which were earlier in the name of the Transferor Companies;

6.2. The Transferee Company undertakes to have, all respective legal or other Proceedings initiated by or against the Transferor Companies, transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company, as the case may be, to the exclusion of the Transferor Companies; and

6.3. The transfer and vesting of the Undertakings of the Transferor Companies under the Scheme and the continuation of the Proceedings by or against the Transferee Company under Clause 6.1 and 6.2 above, shall not affect any transaction or Proceedings already completed by the Transferor Companies on or after the Appointed Date and prior to this Scheme becoming effective to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies as acts, deeds and things being done and executed by and on behalf of the Transferee Company.

**7. VALIDITY OF EXISTING RESOLUTIONS, ETC**

Upon the coming into effect of this Scheme, the resolutions of the Transferor Companies, as are considered necessary by the Board of Directors of the Transferee Company and which are valid and subsisting



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on the Effective Date shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then said limits, as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

**8. CONTRACTS, DEEDS, ETC.**

8.1. Notwithstanding anything to the contrary contained in the contract, deed, bond, agreement or any other instrument, but subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature and subsisting or having effect on the Effective Date and relating to the Transferor Companies shall continue in full force and effect against or in favour of the Transferee Company and may be enforced effectively 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; and

8.2. The Transferee Company shall at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which any of the Transferor Companies is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. Transferee Company shall, be deemed to be authorized to execute any such writings on behalf of Transferor Companies and to carry out or perform all such formalities or compliances required for the purposes referred to above on the part of Transferor Companies.



**PERMITS**

With effect from the Appointed Date, all the permits held or availed of by, and all rights and benefits that have accrued to, the Transferor

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Companies, pursuant to the provisions of Sections 230 to 232 of the Act, shall without any further act, instrument or deed, be transferred to, and vested in, or be deemed to have been transferred to, and vested in, and be available to, the Transferee Company so as to become, from the Effective Date, the permits, estates, assets, rights, title, interests and authorities of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in Applicable Laws. Upon the Appointed Date and until the permits are transferred, vested, recorded, effected, and/ or perfected, in the record of the Appropriate Authority, in favour of the Transferee Company, the Transferee Company is authorized to carry on business in the name and style of the Transferor Companies and under the relevant license and/ or permit and/ or approval, as the case may be, and the Transferee Company shall keep a record and/ or account of such transactions.



#### 10. TAX CREDITS

10.1. The Transferee Company will be successor of the Transferor Companies. Hence, it will be deemed that the benefit of any tax credits whether central, state or local, availed by the Transferor Companies and the obligations if any for payment of tax on any assets of the Transferor Companies shall be deemed to have been availed by the Transferee Company or as the case may be deemed to be the obligations of Transferee Company. As the Scheme does not contemplate removal of any asset by the Transferee Company from the premises in which it is installed, no reversal of any tax credit needs to be made;

10.2. With effect from the Appointed Date and upon the Scheme becoming effective, all taxes, duties, cess payable/ receivable by the Transferor Companies including all or any refunds/ credit including MAT/ claims relating thereto shall be treated as the asset/ liability or refunds/ credit, including MAT/ claims as the case may be, of the Transferee Company. The Transferee Company shall be entitled to get credit/ claim refund of any tax paid and/ or tax deduction at source or tax collected at source on or after the Appointed Date by the Transferor Companies; and

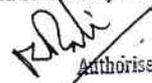


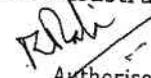
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10.3. In order to give effect of this Scheme, the Transferor Companies and the Transferee Company shall be entitled to, amongst others, file/ revise its income tax returns, TDS/ TCS returns, wealth tax returns, service tax, excise duty, sales tax, value added tax, goods and services tax, entry tax, cess, professional tax or any other statutory returns, if required, claim credit for advance tax paid, tax deducted at source, tax collected at source, claim for sum prescribed under Section 43B of the Income-tax Act, 1961 on payment basis, claim for deduction of provisions written back by the Transferee Company previously disallowed in the hands of Transferor Companies under the Income-tax Act, 1961, credit of tax under Section 115JB read with Section 115JAA of the Income-tax Act, 1961, credit of foreign taxes paid/ withheld etc., if any, as may be required consequent to implementation of this Scheme, even if the prescribed time limits for filing or revising such returns have lapsed without incurring any liability on account of interest, penalty, late fee or any other sum. Transferee Company shall have the right to claim refunds, tax credits, set-offs and/ or adjustments relating to its income or transactions entered into by it, by virtue of this Scheme with effect from Appointed Date. The taxes or duties paid by, for, or on behalf of the Transferor Companies relating to the period on or after Appointed Date shall be deemed to be the taxes or duties paid by the Transferee Company, and accordingly the Transferee Company shall be entitled to claim credit or refund for such taxes or duties.

**11. SAVING OF CONCLUDED TRANSACTIONS**

Subject to the terms of this Scheme, the transfer of the Undertakings, licences, permits, registrations, memberships and approvals as specified under this Scheme and the continuance of Proceedings by or against the Transferee Companies under Clause 6 above shall not affect any transaction or Proceedings already concluded by the Transferor Companies on or before the Appointed Date, or 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 made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.



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## 12. CONSIDERATION

12.1 Upon coming into effect of this Scheme, the Equity shares held by the Transferee Company, in both the Transferor Companies shall stand automatically cancelled with effect from the Effective Date without any further application, act or deed and no consideration shall be issued against the same.

12.2 The entire issued, subscribed and paid up Equity share capital of GECPL and BRCPL, the Transferor Companies is held by BEIL. Accordingly, pursuant to this amalgamation, no Equity shares of the Transferee Company shall be issued or allotted, or payment made in cash whatsoever in respect of the Equity shares held by BEIL in both the Transferor Companies.

12.3 Upon coming into effect of this Scheme, the Preference shares held by the Transferee Company as well as Transferor Company-2, in the Transferor Company-1 shall stand automatically cancelled with effect from the Effective Date without any further application, act or deed and no consideration shall be issued against the same.

12.4 Upon the Scheme becoming effective, new Preference Shares shall be issued by BEIL, the Transferee Company for the existing Preference Shares of GECPL held by Tatva Global Environment Private Limited. With a view to have the mirror image of the existing Preference Share Capital, the Transferee Company shall issue **1 (One) Preference Share** against **1 (One) existing Preference Share** of GECPL with the same terms. viz. **6% Redeemable Non- Convertible Non-Cumulative Preference Shares**. The terms of the same are annexed as Annex.-1 to the present scheme.

12.5 M/s. Mukesh Chand Jain, Independent Registered valuers, having IBBI Registration No. IBBI/RV/05/2020/13666 has issued a report dated 27<sup>th</sup> July 2023 on the valuation of Preference shares and recommended the Exchange Ratio. They have further confirmed that the Transferor Companies being Wholly Owned Subsidiaries of the Transferee Company for the Equity Shares, no Equity Shares are required to be issued towards consideration. The said Valuation Report has been duly



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considered by the Board of Directors of the Transferee Company and the Transferor Companies.

**13. ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEEE COMPANY**

13.1 Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in the books of accounts in accordance with the Indian Accounting Standards (Ind As-103) specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date.

13.2 Upon the Scheme coming into effect, the Transferee company shall account for the amalgamation or merger of the Transferor Companies in the books of accounts in accordance with "Pooling of Interest Method" of accounting as laid down in Appendix C of Indian Accounting Standard (Ind AS) 103 (Business Combinations of entities under common control) notified under Section 133 of the Companies Act, 2013, under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time, in its books of accounts such that:

- a) The Transferee Company shall, upon the Scheme coming into effect record the assets and liabilities, if any, of the Transferor Companies vested in it pursuant to this Scheme, at the respective book values thereof and in the same form as appearing in the consolidated financial statements of the Transferee Company.
- b) The identity of the reserves of the Transferor Companies shall be preserved and the Transferee Company shall record the reserves of the Transferor Companies, at the book values thereof and in the same form as appearing in the consolidated financial statements of the Transferee Company.

Pursuant to the merger of the Transferor Companies with the Transferee Company, the inter-company balances between the Transferee Company and the Transferor Companies, if any appearing



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in the books of the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf.

- d) The value of all investments held by the Transferee Company in the Transferor Companies shall stand cancelled pursuant to merger.
- e) The difference between the share capital of the Transferor Companies and the book value of the investments cancelled in terms of clause (d) above shall be transferred to Capital Reserve or any other reserves, as specified under the standard.

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

13.4 In case of any difference in accounting policy between the Transferor Companies and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference shall be quantified and adjusted in the reserves of the Transferee Company.

#### 14. DISSOLUTION OF THE TRANSFEROR COMPANIES

On and from the Effective Date, the Transferor Companies shall stand dissolved without being wound up.

#### 15. OPERATIONS, ACTIVITIES AND PROPERTIES IN TRUST AND CONDUCT OF OPERATIONS FOR TRANSFEEE COMPANY

Unless otherwise stated herein under, with effect from the Appointed Date and up to and including the Effective Date:

15.1. The Transferor Companies shall be deemed to have been carrying on and shall carry on its operations and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the Undertaking of the Transferor Companies for and on account of, and in trust for the Transferee Company and shall account for the same to the Transferee Company. The Transferor Companies hereby undertake to hold the said Undertakings with utmost prudence until the Effective Date;



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- 15.2. The Transferor Companies shall carry on the business and activities, with reasonable diligence and business prudence;
- 15.3. All the surplus, income, taxes (including MAT credit, tax paid and tax deducted/ collected at source) or any costs, charges, expenditure, accumulated losses accruing to the Transferor Companies or expenditure or losses arising or incurred or suffered by the Transferor Companies shall for all purpose be treated and be deemed to be and accrue as the surplus, income, taxes (including MAT credit, tax paid and tax deducted/ collected at source) or any costs, charges, expenditure or accumulated losses of the Transferee Company, as the case may be;
- 15.4. The Transferor Companies shall not vary the terms and conditions of employment of any of their employees, without the prior consent in writing of any of the persons authorized by the Board of Directors of the Transferee Company, except in the ordinary course of business; and
- 15.5. The Transferee Company shall be entitled, pending sanction of the Scheme, to apply to the concerned authorities and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals, and sanctions which the Transferee Company may require to carry on the operations of the Transferor Companies and to give effect to the Scheme.

**16. CONSOLIDATION OF AUTHORISED SHARE CAPITAL**

16.1. Upon this Scheme becoming effective, the authorised share capital of the Transferor Companies amounting to INR 1,15,50,00,000/- (Rupees One Hundred and Fifteen Crores and Fifty Lacs Only), as mentioned in Clause 3.1 and 3.2 above, shall be added to the authorised share capital of the Transferee Company, as on the Effective Date, without any further act or deed and without any further payment of any stamp duty or registration fees. For this purpose, the stamp duty and fees already paid on the authorised share capital of the Transferor Companies shall be utilised and applied to the increased authorised share capital of the Transferee Company. The Transferee company may be required to pay only the difference between the current duty payable on the increased capital and the amounts already paid by the Transferor Companies. The



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authorised share capital of the Transferee Company will thus be increased to that effect by virtue of the Scheme becoming effective and no separate procedure shall be required to be followed under the Act;



16.2. Consequent upon the amalgamation, the authorised share capital of the Transferee Company will be amended / altered / modified as under:

Authorised Share Capital	Amount (in Rs.)
12,22,50,000 Equity Shares of Rs.10/- each	1,22,25,00,000
25,25,000 Preference Shares of Rs. 100/- each	25,25,00,000
	<b>1,47,50,00,000</b>

16.3. Consequently, Clause V of the Memorandum of Association of the Transferee Company shall, without any act, instrument, or deed, be and stand altered, modified, and amended pursuant to applicable provisions of the Act. The revised Capital Clause of the Transferee Company shall be as under:

*"The Authorised Share Capital of the Company is Rs. 1,47,50,00,000 (Rupees One Forty-Seven Crore Fifty Lakhs only) divided into 12,22,50,000 Equity Shares of Rs. 10/- (Rupees Ten) each and 25,25,000 Preference Shares of Rs. 100/- (Rupees Hundred) each."*

16.4. It is clarified that the approval of the shareholders of the Transferee Company to the Scheme shall be deemed to be their consent/ approval also to the consequential alteration of the Memorandum of Association of the Transferee Company under Sections 13, 61 and 64 of the Act and other Applicable Laws and the Transferee Company shall not be required to seek separate consent/ approval of its shareholders for such alteration of the Memorandum of Association of the Transferee Company.

**17. APPLICATIONS TO NCLT OR OTHER APPROPRIATE AUTHORITIES**

17.1. The Transferor Companies and the Transferee Company shall, with all reasonable dispatch, make necessary application under Sections 230 to 232 and/ or other applicable provisions of the Act to the NCLT, Ahmedabad Bench, for seeking order for dispensing with or convening, holding and conducting of, meeting of the shareholders and/or creditors



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of the Transferor Companies and the Transferee Company, as may be directed by NCLT for sanction of this Scheme and all matters ancillary or incidental thereto; and

17.2. On the Scheme being approved by the requisite majorities of the shareholders and/ or creditors of the Transferor Companies and the Transferee Company, whether at meeting or otherwise, as prescribed under the law and/ or as directed by the NCLT or such other Appropriate Authority, the Transferor Companies and the Transferee Company shall, with all reasonable dispatch, apply to the NCLT for sanctioning of the Scheme under Sections 230 to 232 of the Act, and for such other order or orders, as the NCLT may deem fit for carrying this Scheme into effect.

**18. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS**

18.1 The Scheme is and shall be conditional upon and subject to the followings:

- a) The Scheme being approved by requisite majority in numbers and value of such classes of persons including the shareholders and/or creditors of the Transferor Companies and the Transferee Company, as required under the Act or as may be directed by the NCLT and/ or any other competent authority as may be applicable;
- b) The requisite consent, approval or permission of any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme;
- c) The Scheme being sanctioned by the NCLT under Sections 230 to 232 and all other applicable provisions of the Act and/ or any Appropriate Authority; and
- d) Certified Copies of the Order of the NCLT or such other competent authority, as may be applicable, sanctioning this Scheme being filed with the Registrar of Companies having jurisdiction over the Companies.

**19 EFFECT OF NON-RECEIPT OF PERMITS AND MATTERS RELATING TO REVOCATION/ WITHDRAWAL OF THIS SCHEME**

19.1 The Transferor Companies and the Transferee Company acting through their respective Boards shall each be at liberty to withdraw from this Scheme: (a) in case any condition or alteration imposed by any



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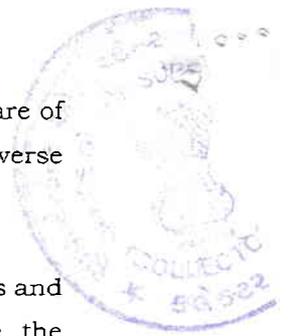
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Appropriate Authority is unacceptable to any of them; or (b) they are of the view that coming into effect of this Scheme could have adverse implications on the respective Companies;

19.2 In the event of revocation/ withdrawal under Clause 19.1, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Companies and the Transferee Company or their respective shareholders or creditors or employees or any other person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the Applicable Law and in such case, each Company shall bear its own costs, unless otherwise mutually agreed; and

19.3 If any Clause of this Scheme is held to be invalid, ruled illegal by any Court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Companies that such Clause shall be severable from the remainder of this Scheme, and this Scheme shall not be affected thereby, unless the deletion of such Clause shall cause this Scheme to become materially adverse to any party, in which case the Board of Directors of the Companies involved in the Scheme shall attempt to bring about a modification in this Scheme, as will best preserve for the parties the benefits, and obligations of this Scheme, including, but not limited to, such Clause.

**20 MODIFICATIONS/ AMENDMENTS TO THE SCHEME**

20.1 The Boards of the Transferor Companies and Transferee Company acting themselves or through authorized persons, may consent jointly but not individually, on behalf of all persons concerned, to any modifications or amendments of this Scheme at any time and for any reason whatsoever, or to any conditions or limitations that the NCLT or any other Appropriate Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by the Board of the Transferor Companies and the Transferee Company and solve all difficulties that may arise for carrying out this Scheme and do



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all acts, deeds and things necessary for putting this Scheme into effect; and

20.2 For the purpose of giving effect to this Scheme or to any modification thereof, the Boards of the Transferor Companies and the Transferee Company acting themselves or through authorized persons may jointly but not individually, give and are jointly authorized to give such directions including directions for settling any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme. It is clarified that individual companies acting themselves or through authorized persons may individually approach the NCLT or any other Appropriate Authority to seek clarifications for implementation of the Scheme.

**21 COSTS, CHARGES AND EXPENSES**

All costs, charges and expenses including stamp duty and registration fee of any deed, document, instrument or NCLT's order including this Scheme or in relation to or in connection with negotiations leading up to the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of arrangement in pursuance of this Scheme shall be borne and paid by the Transferee Company.

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**Annexure - A**

- a. The Preference Share shall carry a preferential right vis-à-vis Equity Shares of the Company with respect to payment of dividend and repayment in case of a winding up or repayment of capital.
- b. The Preference Share shall be non-participating in the surplus funds.
- c. The dividend shall be on a non-cumulative basis.
- d. The Preference Share shall be non-convertible in nature.
- e. The preference shares shall be redeemed within residual period at Rs. 100/- per share (being the Face Value of the shares).

Original Date of Allotment	No. of Shares	Date of Maturity
11-02-2020	7,57,000	11-02-2040
23-03-2020	5,68,000	23-03-2040
25-06-2020	5,00,000	25-06-2040
30-01-2021	7,00,000	30-01-2041

- f. The Preference Shareholders shall have voting rights only in respect of certain matters as per the provisions of Section 47 (2) of the Act;
- g. The Preference Shares shall have put / call option after end of one year from the original date of issue of such shares.

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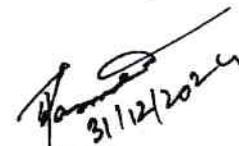
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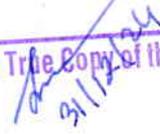
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31/12/2024  
Dy. Registrar  
NCLT Ahmedabad Bench  
Ahmedabad

Prepared by Rohit  
Signature Rohit  
Date 31/12/24

Certified to be True Copy of the Original  
  
31/12/24  
Deputy Registrar  
NCLT, Ahmedabad Bench  
Ahmedabad

Date of pronouncement of Order: 28/12/24  
Date on which application for Certified Copy was made: 28/12/24  
Date on which Certified Copy was ready: 31/12/24  
Date on which Certified Copy delivered: 07/01/25

