

UNICURE INDIA LIMITED

House No. C-677, New Friends Colony, New Delhi 110025

PH. 011-61400900, EMAIL- finance@unicure.com

CIN-U74899DL1980PLC010642

NOTICE OF TRIBUNAL CONVENED MEETING OF THE UN-SECURED CREDITORS OF UNICURE INDIA LIMITED

(Convened pursuant to the Order dated 25th January, 2022 passed by Hon'ble National
Company Law Tribunal, New Delhi Bench)

Day	Wednesday
Date	09 th March 2022
Time	2:00 p.m.
Venue	Meeting to be held through video-conferencing (“VC”)/ Other Audio Visual Means (“OAVM”)
Zoom	Meeting ID: 833 408 2308
Meeting	Passcode: Z6dK80
Link	Link: https://zoom.us/j/8334082308?pwd=UzRYUTVjMDJRU3JXcnk5UTVkJzdkQT09
E-Mail	finance@unicure.com
Website	www.unicureindia.com

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH
COMPANY APPLICATION NO. C.A. (CAA) – 98/230/232/ND/2021

In the matter of Companies Act, 2013;

And

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

And

In the matter of Scheme of Amalgamation of Bhujadhari Vincom Private Limited (Transferor
Company No. 1) and Rosebud Tradelink Private Limited (Transferor Company No. 2) with Unicure
India Limited (Transferee Company) and their respective Shareholders and Creditors.

Unicure India Limited, a company incorporated under the provisions)
The Companies Act, 1956, and having its registered office at C-677,)
New Friends Colony, New Delhi 110025).... **Transferee Company**
(Applicant Company)

NOTICE CONVENING THE MEETING OF THE UN-SECURED CREDITORS OF
UNICURE INDIA LIMITED, THE TRANSFEREE COMPANY

To,

The Un-Secured Creditors of Unicure India Limited (the “Company”/ “Transferee
Company”)

Notice is hereby given that by an order dated 25th January 2022 the Hon’ble New Delhi Bench
of the National Company Law Tribunal has directed a meeting to be held of ‘Unsecured
creditors’ of the Transferee company for the purpose of considering, and if thought fit,

approving with or without modification, the compromise or arrangement proposed to be made between Bhujadhari Vincom Private Limited (Transferor Company No. 1) and Rosebud Tradelink Private Limited (Transferor Company No. 2) with Unicure India Limited (Transferee Company) and the shareholders and creditors of the companies aforesaid.

In pursuance of the said order and as directed therein further notice is hereby given that a meeting of the 'Unsecured Creditors' of the Transferee company will be held on Wednesday, 9th day of March of 2022 at 02.00 P.M. through Video Conferencing or Other Audio-Visual Means ("VC/OAVM"), whereas, the venue for the organization and recording of the meeting shall be the National Sports Club of India, Gate 3, Mathura Road, Matkapeer, Pragati Maidan, New Delhi- 110001.

It may be noted that none of the attendees are required to be present physically at the above mentioned address as the meeting is being held through Video Conferencing or Other Audio-Visual Means ("VC/OAVM").

At the Meeting, the following resolution will be considered and if thought fit, be passed, with or without modification(s):

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013, read with related rules thereto as applicable under the Companies Act, 2013 as amended (including any statutory modification or re-enactment or amendment thereof) and the enabling provisions of the Memorandum of Association and Articles of Association of the Company and subject to the approval of the of Hon'ble National Company Law Tribunal, New Delhi Bench ("NCLT" or "Tribunal"), and subject to such other approvals, consents, sanctions and permissions of the regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by the Tribunal or by any regulatory or other authorities, while granting such approvals, consents, sanctions and permissions, which may be agreed to by the Board of Directors of the Company, the arrangement embodied in the proposed Scheme of Amalgamation of Bhujadhari Vincom Private Limited (Transferor Company No. 1) and Rosebud Tradelink Private Limited (Transferor Company No. 2) with Unicure India Limited (Transferee Company) and their respective Shareholders and Creditors,

the (“Scheme”) placed before this meeting and initialled by the Chairman of the meeting for the purpose of identification, be and is hereby approved.”

“RESOLVED FURTHER THAT the Board be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the Tribunal while sanctioning the arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any questions or doubts or difficulties that may arise in giving effect to the Scheme, as the Board may deem fit and proper.”

TAKE FURTHER NOTICE THAT THE SAID MEETING SHALL BE CONVENED THROUGH VIDEO CONFERENCING / OTHER AUDIO VISUAL MEANS AND YOU MAY ATTEND THE MEETING PERSONALLY OR BY PROXY PROVIDED THAT A PROXY IN THE PRESCRIBED FORM, DULY SIGNED BY YOU OR YOUR AUTHORIZED REPRESENTATIVE, IS DEPOSITED AT THE REGISTERED OFFICE OF THE COMPANY AT C-677, NEW FRIENDS COLONY, NEW DELHI-110025, NOT LATER THAN 48 (FORTY-EIGHT) HOURS BEFORE THE TIME FIXED FOR THE AFORESAID MEETING.

TAKE FURTHER NOTICE that pursuant to the applicable provisions of the Act and the rules made thereunder read with the applicable operating procedures (with requisite modifications as stated herein or as may be required) referred to in Circular No.14/2020 dated April 8, 2020 read with Circular Nos. 17/2020 dated April 13, 2020 and 22/2020 dated June 15,2020 issued by the Ministry of Corporate Affairs, Government of India, read with the Order, the aforesaid Meeting shall take place through virtual mode [i.e. video conferencing or other audio visual means(“VC/OAVM”)].Persons entitled to attend and vote shall vote through the e-voting facility made available during the Meeting through VC/OAVM.

Copies of the Scheme and of the Explanatory Statement under Section 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, along with the enclosures as indicated in the

Index, can be obtained free of charge at the registered office of the Transferee Company at C-677, New Friends Colony, New Delhi 110025 or at the office of its authorized representative Shri Vijay Kumar Gupta, Chartered Accountant at 1007, 10th Floor, New Delhi House, Barakhamba Road, New Delhi-10001 on any day (except Saturday, Sunday and public holidays) between 10.00 a.m. to 05.00 p.m.

The Tribunal has appointed Mr. Karan Malhotra, Advocate and failing him, Mr. Pankaj Kumar Singhal, Advocate to be the Chairman of the said Meeting, including for any adjournment or adjournments thereof. The Tribunal has also appointed Mr. Vijay Kumar Sharma, Practicing Company Secretary, as the Scrutinizer of the said Meeting, including for any adjournment or adjournments thereof. The Scheme, if approved in the aforesaid Meeting, will be subject to the subsequent approval of the Tribunal.

A copy of the Explanatory Statement, under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Scheme and the other enclosures as indicated in the Index are enclosed herewith.

Karan Malhotra
Chairperson of the Meeting

Dated this 4th day of February, 2022

Place: New Delhi

Registered Office:

C-677, New Friends Colony Okhla, New Delhi- 110025

Notes:

1. The notice in relation to the Tribunal convened meeting of the Un-Secured Creditors of the Transferee Company (“**Meeting**”), together with the documents accompanying the same, including the explanatory statement and the Scheme (**collectively referred to as the “Notice”**) is being sent to all the Un-Secured Creditors of the Transferee Company whose names are appearing in the certificate given by the Chartered Accountant certifying the list of Un-Secured Creditors as on 31st March 2021 as had been filed with the Tribunal.
2. The Un-Secured Creditors entitled to attend and vote at the Meeting being held through Video Conferencing or Other Audio Video Means (“**VC/OAVM**”) who are desirous to update their e-mail id registered with the Transferee Company are requested to send an email to finance@unicureindia.com from the email id it wishes to update not later than 22nd February, 2022.
3. The Un-Secured Creditors are requested to carefully follow the instructions set out in the notes below under the headings “**PROCEDURE FOR REGISTERING THE EMAIL ADDRESS FOR ENABLING E-VOTING FACILITY.**” This will enable the Un-Secured Creditors to receive links and other information that will enable the Un-Secured Creditor to attend the Meeting and cast its vote at the Meeting through Video Conferencing or Other Audio Video Means (“**VC/OAVM**”).
4. The Un-Secured Creditors are requested to carefully follow the instructions set out in the notes below under the headings “**ATTENDING THE MEETING THROUGH VIDEO CONFERENCING OR OTHER AUDIO VIDEO MEANS (“VC/OAVM”)]**”.
5. A person/ entity who is not an Un-Secured Creditor as on the cut-off date (i.e. 31st March, 2021) should treat this notice for information purposes only and will not be entitled to vote.
6. In view of the order of the Hon’ble National Company Law Tribunal, New Delhi Bench, the Transferee Company seeks to convene the Meeting through Video Conferencing or Other Audio Video Means (“**VC/OAVM**”), following the order read with the procedures mentioned in Circular No.14/2020 dated April 8, 2020 read with Circular No.17/2020 dated April 13, 2020 and Circular No.22/2020 dated June 15, 2020 issued by the Ministry of Corporate Affairs, with necessary modifications as may be required. The proceedings of the Meeting shall however be deemed to be conducted at the National Sports Club of India, Gate 3, Mathura Road, Matkapeer, Pragati Maidan, New Delhi-110001, which shall be the

deemed venue of the Meeting convened through Video Conferencing or Other Audio Video Means (“VC/OAVM”).

7. The Un-Secured Creditor(s) of the Transferee Company are entitled to vote through the e-voting facility made available during the Meeting which will be held through VC/OAVM as described below.
8. The Un-Secured Creditors are requested to carefully follow the instructions set out in the notes below under the headings **“E-VOTING PROCEDURE THROUGH VIDEO CONFERENCING OR OTHER AUDIO VIDEO MEANS (“VC/OAVM”)”**.
9. Only an Un-Secured Creditor(s) of the Transferee Company may attend and vote either in person or by proxy (a proxy need not be an Un-Secured Creditor of the Transferee Company) or in the case of a body corporate, by a representative authorized under Section 113 of the Companies Act, 2013 at the Meeting of Un-Secured Creditor(s) of the Transferee Company. A body corporate is entitled to appoint a representative for the purposes of participating and voting through Video Conferencing or Other Audio-Visual Means (“VC/OAVM”) during the aforesaid Meeting.
10. A body corporate which is an Un-Secured Creditor of the Transferee Company is entitled to appoint an authorized representative for the purpose of participating and/or voting during the Meeting held through VC/OAVM. Further, such body corporates are required to send scanned certified true copy (pdf file) of the relevant resolution / authority letter together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the scrutinizer at office@vsassociate.com from their registered email address with a copy marked to finance@unicureindia.com or otherwise deposit the same at the registered office of the Transferee Company, not later than 48 (forty eight) hours before the scheduled time of the Meeting. The subject matter of the email should be **“Unicure India Limited Un-Secured Creditors Meeting”**.
11. The Un-Secured Creditor (in case such Un-Secured Creditor is an individual) or the authorized representative of the Un-Secured Creditor (in case such Un-Secured Creditor is a corporate member) should additionally e-mail copy of their valid and legible identity proof (pdf file) issued by a statutory authority (i.e. Pan Card/ Aadhaar Card/ Passport/ Driving License/ Voter ID Card) to the scrutinizer at office@vsassociate.com from their registered email address with a copy marked to finance@unicureindia.com or otherwise deposited at the registered office of the Transferee Company, not later than 48 (forty eight)

hours before the scheduled time of the Meeting. The subject matter of the email should be **“Unicure India Limited Un-Secured Creditors Meeting”**.

12. The form of proxy can be obtained free of charge from the registered office of the Transferee Company.
13. All alterations made in the form of proxy should be initialed.
14. In terms of the directions contained in the Order, the quorum of the Meeting of the Un-Secured Creditors of the Transferee Company is fixed at 75% in value. Further, the Order also directs that in case the quorum as noted above for the aforesaid meeting is not present at the meeting, then the meeting shall be adjourned by half an hour, thereafter the persons present and voting shall be deemed to constitute the quorum.
15. The documents referred to in the accompanying Explanatory Statement shall be open for inspection by the Un-Secured Creditor(s) at the registered office of the Transferee Company between 10:00 a.m. and 05:00p.m. on all working days (except Saturdays, Sundays and public holidays) up to the date of the Meeting.
16. The Tribunal by its Order has directed that a Meeting of the Un-Secured Creditors of the Transferee Company shall be convened and held at the National Sports Club of India, Gate 3, Mathura Road, Matkapeer, Pragati Maidan, New Delhi-110001, both through video conferencing or other audiovisual means (“VC/OAVM”) on Wednesday, 09th day of March, 2022 at 02:00 p.m. for the purpose of considering, and if thought fit, approving, with or without modification(s), the resolution approving arrangement embodied in the Scheme. The Un-Secured Creditor(s) would be entitled to vote in the said Meeting either in person or through proxy or by authorized representative.
17. In compliance with the provisions of (i) Section 230 of the Companies Act, 2013; (ii) Rule 6(3)(xi) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016; voting by Un-Secured Creditors of the Transferee Company to the Scheme shall be carried out e-voting facility made available during the Meeting through VC/OAVM to be held on 09th March, 2022.
18. In accordance with the provisions of Sections 230 to 232 of the Companies Act, 2013, the Scheme shall be acted upon only if a majority in number representing three fourth in value of the Un-Secured Creditor(s) of the Transferee Company, voting in person or by proxy or by authorized representative through e-voting facility made available during the Meeting

through VC/OAVM, agree to the resolution approving the Scheme.

19. The Notice, together with the documents accompanying the same, is being sent to the Un-Secured Creditors whose names appear in the list of Un-Secured Creditors as on 31st March, 2021 Email or Registered Post.
20. The recorded transcript of the Meeting held via VC/OAVM same shall be maintained in safe custody by the Transferee Company.
21. Voting rights shall be reckoned on the outstanding value of the Un-Secured Creditors as per the books of accounts of the Transferee Company as on 31st March, 2021.
22. In terms of the directions contained in the Order, the notice convening the Meeting will be published by the Transferee Company through advertisement in the “Business Standard” (English) and “Hindustan” (Hindi) indicating the day, date, mode and time of the Meeting and stating that the copies of the Scheme and the Explanatory Statement and other relevant documents can be obtained free of charge on any working day(except Saturday, Sunday and public holidays) from the registered office of the Transferee Company during business hours up to the date of the Meeting.
23. Mr. Vijay Kumar Sharma, Practicing Company Secretary (Membership No. F-6379) has been appointed as the scrutinizer to conduct the voting at the venue of the Meeting in a fair and transparent manner.
24. The scrutinizer will submit his report to the Chairman of the Meeting after completion of the scrutiny of the votes cast by the Un-Secured Creditor(s) of the Transferee Company through e-voting during the Meeting. The scrutinizer’s decision on the validity of the vote shall be final. The results of votes cast through e-voting during the Meeting will be announced within a period of 3 (three) days of the conclusion of the Meeting at the registered office of the Transferee Company.
25. The route map and proxy form are attached to this Notice.
26. Instructions for registering/updating email address; attending and e-voting Video Conferencing or Other Audio-Visual means (“VC/OAVM”) are given below:

A. PROCEDURE FOR REGISTERING THE EMAIL ADDRESS FOR ENABLING E-VOTING FACILITY

- (i) The Un-Secured Creditors entitled to attend and vote at the Meeting through Video Conferencing or Other Audio Video Means (“VC/OAVM”) who are desirous to update their e-mail id registered with the Transferee Company are requested to have their email id updated with the Transferee Company by sending an email to finance@unicureindia.com from the email id it wishes to register not later than 22nd February, 2022. The subject matter of the email should be **“Unicure India Limited Un-Secured Creditors Meeting”**.
- (ii) An Un-Secured Creditor of the Transferee Company, being a body corporate is entitled to appoint an authorized representative for the purpose of participating and/or voting during the Meeting held through VC/OAVM. Further, if required such body corporate are requested to have their email id updated with the Transferee Company, as mentioned in Note (i) above.
- (iii) In addition, such body corporate are required to provide scanned certified true copy (pdf file) of the relevant resolution / authority letter together with attested specimen signature of the duly authorized signatory(ies) who are authorized to attend and vote. In addition, the authorized representative of such Un-Secured Creditor should additionally e-mail copy of their valid and legible identity proof (pdf file) issued by a statutory authority (i.e. Pan Card/ Aadhaar Card/ Passport/ Driving License/ Voter ID Card). All these details needs to be sent to the scrutinizer at office@vsassociate.com from their registered email address with a copy marked to finance@unicureindia.com or otherwise deposited at the registered office of the Transferee Company, not later than 48 (forty eight) hours before the scheduled time of the Meeting. The subject matter of the email should be **“Unicure India Limited Un-Secured Creditors Meeting”**.
- (iv) Once requested documents are provided, requestor will be provided a link to join the Meeting.

B. ATTENDING THE MEETING THROUGH VIDEO CONFERENCING OR OTHER AUDIO VIDEO MEANS (“VC/OAVM”)

• HOW TO JOIN THE MEETING THROUGH THE ZOOM DESKTOP CLIENT

- (i) Open the Zoom desktop client.
- (ii) Click Join a Meeting.
- (iii) Enter the meeting ID and your display name as shared with you.
- (iv) If you're signed in, change your name if you don't want your default name to appear.
If you're not signed in, enter a display name.
- (v) Select if you would like to connect audio and/or video.
- (vi) Click Join.

• HOW TO JOIN THE MEETING THROUGH THE WEB BROWSER

- (i) Open the browser.
- (ii) Go to join.zoom.us.
- (iii) Enter your meeting ID as shared with you.
- (iv) Click **Join**.
 - ✓ If this is your first time joining from BROWSER, you will be asked to open the Zoom desktop client to join the meeting.
 - ✓ (Optional) Select the **Always open these types of links in the associated app** check box to skip this step in the future.
 - ✓ In the pop-up window, click **Open Zoom Meetings (PC)**

• HOW TO JOIN THE MEETING THROUGH THE MOBILE APPLICATION

➤ ANDROID

- (i) Open the Zoom mobile app.
- (ii) Join a meeting using one of these methods:
 - Tap **Join a Meeting** if you want to join without signing in.
 - Sign in to Zoom then tap **Join**.
- (iii) Enter the meeting ID number and your display name.

- If you're signed in, change your name if you don't want your default name to appear.
- If you're not signed in, enter a display name.

(iv) Select if you would like to connect audio and/or video and tap **Join Meeting**.

➤ **IOS**

(i) Open the Zoom mobile app. If you have not downloaded the Zoom mobile app yet, you can download it from the App Store.

(ii) Join a meeting using one of these methods:

- Tap Join a Meeting if you want to join without signing in.
- Sign in to Zoom then tap **Join**.

(iii) Enter the meeting ID number and your display name.

- If you're signed in, change your name if you don't want your default name to appear.
- If you're not signed in, enter a display name.

(iv) Select if you would like to connect audio and/or video and select **Join**.

→ You will join the Meeting once the organizer accepts your entry into the Meeting.

→ The Un-Secured Creditors may join the Meeting through Laptops, Smartphones, Tablets and iPads. However, the Un-Secured Creditors are encouraged to join the Meeting through Laptop/Desktop for better experience. Further, the Un-Secured Creditors will be required to use Camera as well.

→ The Un-Secured Creditors will be required to use Internet with a good speed to avoid any disturbance during the Meeting. The members will need the latest version of Chrome, Safari, Internet Explorer 11, MS Edge or Firefox. Please note that participants connecting from Mobile Devices or Tablets or through Laptops connecting via mobile hotspot may experience Audio/Video loss due to their respective network connectivity. It is therefore recommended to use stable Wi-Fi or LAN connection to mitigate any glitches.

- The Un-Secured Creditors of the Transferee Company can join the Meeting 15 minutes before and after the scheduled time of commencement of the Meeting by following the procedure mentioned in this Notice.
- Log-in to the VC/OAVM platform by the Un-Secured Creditors using the email id registered with the Transferee Company shall be considered for record of attendance of such Un-Secured Creditor for the Meeting, and the attending of Meeting will be counted for the purpose of reckoning the quorum in terms of the Order.
- In case of any technical difficulty in joining the Meeting, you may kindly contact our helpdesk at email: finance@unicureindia.com or Mr. Vijay Kumar Gupta, authorized Representative of the Transferee Company (Contact No. +91 9871174091).

C. E-VOTING PROCEDURE THROUGH VIRTUAL MODE [i.e. VIDEO CONFERENCING OR OTHER AUDIO VIDEO MEANS (“VC/OAVM”)]

- (i) Only those Un-Secured Creditors, who will be present at the Meeting through VC/OAVM facility and are otherwise not barred from doing so, shall be eligible to vote through e-voting system available at the Meeting for a period of 30 minutes.
- (ii) Submission of Questions/queries prior to the Meeting: Any Un-Secured Creditors who would like to express their views/have questions/query may send their views/questions/query are requested to e-mail the Transferee Company at finance@unicureindia.com from their registered email id with the Transferee Company, at least 2 days before the date of the Meeting. Only those Un-Secured Creditors who have registered themselves as a speaker will be allowed to express their views/ask questions/query during the Meeting.
- (iii) Speaker Registration before the Meeting: The Un-Secured Creditors who wish to register as speakers are requested to send an email to finance@unicureindia.com. Only those Un-Secured Creditors who have registered

themselves as a speaker will be allowed to express their views/ask questions/query during the Meeting. Due to inherent limitation of transmission and coordination during the Meeting, the Transferee Company may have to dispense with or curtail the Question & Answer Session. Hence, Un-Secured Creditors are encouraged to send their views/questions/queries etc., in advance.

27. Any queries/grievances in relation to notice may be addressed to Mr. Vijay Kumar Gupta, Authorized Representative of the Transferee Company through e-mail at finance@unicureindia.com. He can also be contacted at +91 9871174091.

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL NEW DELHI BENCH
COMPANY APPLICATION NO. C.A. (CAA) – 98/230/232/ND/2021**

In the matter of Companies Act, 2013;

And

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

And

In the matter of Unicure India Limited

And

In the matter of Scheme of Amalgamation of Bhujadhari Vincom Private Limited and Rosebud Tradelink
Private Limited with Unicure India Limited and their respective Shareholders and Creditors

Unicure India Limited, a company incorporated under the provisions of)

The Companies Act, 1956, and having its registered office at C-677,)

New Friends Colony, New Delhi 110025) **Transferee Company**
(Applicant Company)

**EXPLANATORY STATEMENT UNDER SECTION 230(3), 232(1) AND (2) AND 102 OF THE
COMPANIES ACT 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES,
ARRANGEMENT AND AMALGAMATIONS) RULES, 2016**

1. Pursuant to an Order dated 25th January, 2022 passed by the Hon'ble National Company Law Tribunal, New Delhi Bench ("NCLT" or "Tribunal"), in Company Application No. C.A. (CAA) – 98/ND/2021 ("Order"), a meeting of the Un-Secured Creditors of Unicure India Limited (Transferee company) is being convened and held at the National Sports Club of India, Gate 3, Mathura Road, Matkapeer, Pragati Maidan, New Delhi-110001, through video conferencing or other audiovisual means ("VC/OAVM") on Wednesday, 9th day of March, 2022 at 2:00 p.m. for the purpose of considering and if thought fit, approving with or without modification(s), the proposed Scheme of Amalgamation of Bhujadhari Vincom Private Limited (Transferor Company No.1) and Rosebud Tradelink Private Limited (Transferor Company No.2) with Unicure India Limited (Transferee Company) and their respective Shareholders and Creditors under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 ('the Scheme'). A copy of the Order of the Hon'ble National Company Law Tribunal, New

Delhi Bench; dated 25th January 2022 is enclosed herewith as *Annexure-1*. The Transferor Companies and the Transferee Company are together referred to as the “**Companies**”. A copy of the Scheme, which has been, inter alias, approved by the Board of Directors of the Transferor Companies and the Transferee Company at their respective meetings held on 01st day of April, 2021, is enclosed herewith as *Annexure-2*. Capitalized terms used herein but not defined shall have the meaning assigned to them in the Scheme unless otherwise stated.

2. In terms of the said Order, the quorum for the said meeting shall be 75% in value of the total Un-Secured Creditors. Further in terms of the said Order, NCLT has appointed Mr. Karan Malhotra, Advocate and failing him, Mr. Pankaj Kumar Singhal, Advocate to be the Chairman of the said meeting including for any adjournment or adjournments thereof.
3. This statement is being furnished as required under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 (“**the Act**”) read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (“**the Rules**”).
4. As stated earlier, Tribunal by its said Order has, inter alia, directed that a meeting of the Un-Secured Creditors of the Transferee Company shall be convened and held through video conferencing or other audio-visual means (“**VC/OAVM**”) within 45 days of the order for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme. Un-Secured Creditor(s) would be entitled to vote in the said meeting either in person or through proxy or by authorized representative.
5. In accordance with the provisions of Sections 230 to 232 of the Companies Act, 2013, the Scheme shall be acted upon only if a majority in number representing three fourth in value of the Un-Secured Creditor(s) of the Transferee Company, voting in person or by proxy (except through virtual mode) or by authorized representative, agree to the Scheme.
6. In terms of the Order dated 25th day of January, 2022 passed by the Tribunal, in Company Application No. C.A. (CAA) 98/ND/2021, if the entries in the records/registers of the Transferee Company in relation to the number or value, as the case may be, of the Un-Secured Creditor(s) are disputed, the Chairman of the meeting shall determine the number or value, as the case may be, for the purposes of the said meeting.

7. **BACKGROUND OF THE COMPANIES INVOLVED IN THE SCHEME IS AS UNDER:**

7.1. **Bhujadhari Vincom Private Limited (Transferor Company No-1)**

- a) **Bhujadhari Vincom Private Limited/Transferor Company No. 1**, bearing CIN: U51101DL2010PTC329104, was incorporated on 10/05/2010 under the provisions of the Companies Act, 1956, as a Private Company Limited by Shares. The registered office of Transferor Company No. 1 is situated at C-677, New Friends Colony, New Delhi -110025. The Permanent Account Number of the Transferor Company No. 1 is AAECB0949E. The e-mail address of the Company is aminnmims@gmail.com.
- b) The main objects of the Transferor Company No. 1 are set out in its Memorandum of Association which are as under:
- “III(A) the main objects to be pursued by the company on its incorporation are: -***
- i. To carry on the business as distributors, agents, traders, merchants, contractors, brokers and otherwise deal in merchandise and articles of all kinds including clearing agents, freight contractors, forwarding agents, licensing agents, general brokers, and to carry any kind of commercial business. To carry on all of any of the business as buyers, sellers, suppliers, growers, processors, traders, merchants, indentures brokers, agents, assemblers, stockiest of goods and commodities of any kind to work as commission agents, brokers, contractors, processors order suppliers and dealing agents.*
- c) There is no change in the object clause of the Transferee Company during the last five (5) years.
- d) The Transferor Company No. 1 is engaged in the business of trading.
- e) The authorized, issued, subscribed and paid-up share capital of the Transferor Company No. 1 as on 31st March, 2020 is as under:

Particulars	Amount in (Rs.)
Authorised Capital	
30,000 Equity Shares of Rs. 10 each	3,00,000 /-
Total	3,00,000/-
Issued, Subscribed and Paid-up Capital	
28,500 Equity Shares of Rs. 10 each	2,85,000/-
Total	2,85,000/-

There is no change in the authorized, issued, subscribed and paid-up share capital of the Transferor Company No. 1 since the above referred date.

- f) The details of Directors of the Transferor Company No. 1 as on date along with their addresses are as under:

Sr. No.	Name of Director	Category	Address
1.	Mr. Gulam Sarwar	Director	119, Village Karahara Aina Saharsa Bihar - 852216
2.	Mr. Mohan Kumar V	Director	B-1/27, Aravali Apartments, Sector-34, Gautam Budh Nagar, Noida Uttar Pradesh - 201307

- g) The details of Promoters of the Transferor Company No. 1 as on date along with their address are as under:

Sr. No.	Name of Promoter	Category	Address
1.	F & S Trading Private Limited	Promoter	C-677, New Friends Colony New Delhi -110025
2.	Aminul Aziz	Promoter	C-677, New Friends Colony New Delhi -110025
3.	Chestnee Healthcare Private Limited (OPC)	Promoter	C-677, New Friends Colony New Delhi -110025

7.2. **Rosebud Tradelink Private Limited (Transferor Company No-2)**

- a) **Rosebud Tradelink Private Limited/ Transferor Company No. 2**, bearing CIN: U52390DL2010PTC332118 was incorporated on 08/02/2010 under the provisions of the Companies Act, 1956, as a Private Company Limited by Shares. The registered office of Transferor Company No. 2 is situated at C-677 New Friends Colony New Delhi - 110025. The Permanent Account Number of the Transferor Company No. 2 is AAECR6897H. The e-mail address of the Company is **mkumar712@gmail.com**.
- b) The main objects of the Transferee Company are set out in its Memorandum of Association which are as under:

“III(A) the main objects to be pursued by the company on its incorporation are:-

- (i) *To carry on the business as buyers, sellers, traders, merchants, indentors, brokers, agents, commission agents, assemblers, refiners, cultivators, miners, mediators, packers, stockists, distributors, advisors, hire purchasers, multi-level marketing of & in all kinds of wood, timber and timber products, gems and jewellery, imitation jewellery, plastics and plastics goods & raw materials thereof, rubberized cloth, food grains, dairy products, soap detergents, biscuits, surgical, diagnostic medical pulses, leather & finished leather goods, leather garments, leather products, all related items in leather, electric and electronics components and goods, iron & steel, aluminium, minerals, ferrous and non-ferrous metal, stainless steel, jute and jute products, textile, cotton, synthetic, fibre, silk, yarn, wool and woolen goods, handicrafts and silk artificial synthetics readymade garments,*

design materials, process, printers in all textiles, timber cosmetics, stationery, tools and hardware and sugar, tea, coffee, paper, packaging material, chemicals, cement, spices, grain, factory materials, house equipment, rubber and rubber products, coal, coal products and coaltar, fertilizers, agriculture products, Industrial products, computer data materials, software, paints, industrial and other gases, alcohol, edible and non-edible oils and fats, drugs, plants and machinery goods, engineering goods and equipments, office equipments, hospital equipments, railway accessories, medicine, sugar & sugarcane, automobile parts, building construction & materials fur & fur made items toys, building plans, consumer products, consumer durables, coal and coke, mica and mica products, dry flowers and plants, printing, transportation and all kinds, in India or elsewhere.

(ii) To carry on business as distributors, agents, traders, merchants, contractors, brokers, and otherwise deal in merchandise and articles of all kinds including clearing agent, freight contractors, forwarding agents, licensing agents, general brokers and to carry on any kind of commercial, financial agency business.

- c) There is no change in the object clause of the Transferee Company during the last five (5) years.
- d) The Transferor Company No. 2 is engaged in the business of trading.
- e) The authorized, issued, subscribed and paid-up share capital of the Transferor Company No. 2 as on 31st March, 2020 are as under:

Particulars	Amount in (Rs.)
Authorised Capital	
3,20,000 Equity Shares of Rs. 10 each	32,00,000/-
Total	32,00,000/-
Issued, Subscribed and Paid-up Capital	
3,13,450 Equity Shares of Rs. 10 each	31,34,500/-
Total	31,34,500 /-

There is no change in the authorized, issued, subscribed and paid-up share capital of the Transferor Company No.2 since the above referred date.

- f) The details of Directors of the Transferor Company No. 2 as on date along with their addresses are as under:

Sr. No.	Name of Director	Category	Address
1.	Mr. Gulam Sarwar	Director	119, Village Karahara Aina Saharsa Bihar - 852216
2.	Mr. Mohan Kumar V	Director	B-1/27, Aravali Apartments, Sector-34, Gautam Budh Nagar, Noida Uttar Pradesh - 201307

- g) The details of Promoters of the Transferor Company No. 2 as on date along with their address are as under:

Sr. No.	Name of Promoter	Category	Address
1.	Bhujadhari Vincom Pvt Ltd	Promoter	C-677, New Friends Colony New Delhi - 110025
2.	Aminul Aziz	Promoter	C-677, New Friends Colony New Delhi - 110025

7.3. **Unicare India Limited (Transferee Company)**

- a) **Unicare India Limited/ Transferee Company**, bearing CIN: U74899DL1980PLC010642 is a company originally incorporated on 21/10/1994. The company is a Public Company limited by shares. The registered office of the Transferee Company is at C 677 New Friends Colony New Delhi- 110025. The Permanent Account Number of the Transferee Company is AAACU0405C. The e-mail address of the Company is **finance@unicare.com**.
- b) The main objects of the Transferee Company are set out in its Memorandum of Association which are as under:

“III(A) the main objects to be pursued by the company on its incorporation are:-

- (i) To manufacture, buy, sell, import, export and deal in medicine and medicinal preparation drugs and drugs of all kinds.*
- (ii) To manufacture and deal in anatomical and orthopedics and surgical instruments, appliances and pharmaceuticals machinery of all kinds.*
- (iii) To manufacture and deal in artificial limbs, bandage, crutches stretchers and all requisites for hospitals, patients and invalids.*
- (iv) To manufacture, buy, sell and deal in mineral waters, wines, cardials, liquors, soups, broths and other restorative or foods suitable or deemed to be suitable for invalids convalescents and children.*
- (v) To carry on the business of chemists, chemical manufacturers and manufacturers and dealers in acids, salts and allied substances.*
- (vi) To acquire or to set up and run hospitals, clinics, nursing homes, sanitorium, dispensaries whether allopathic, Ayurvedic of Homeopathic,*

maternity and family welfare centers, health centers, nature-care centers, clinical and pathological laboratories and optician shops.

- c) There is no change in the object clause of the Transferee Company during the last five (5) years.
- d) The Transferee Company is engaged in the business of manufacturing of medicines and other related products.
- e) The authorized, issued, subscribed and paid-up share capital of the Transferee Company as on 31st March, 2020 are as under:

Particulars	Amount in (Rs.)
Authorised Capital	
1,20,00,000 Equity Shares of Rs. 10 each	1,20,00,00,000/-
Total	1,20,00,00,000/-
Issued, Subscribed and Paid-up Capital	
74,77,000 Equity Shares of Rs. 10 each	7,47,70,000/-
Total	7,47,70,000/-

There is no change in the authorized, issued, subscribed and paid-up share capital of the Transferee Company since the above referred date.

- (vii) The details of Directors of the Transferee company as on date along with their addresses are as under:

Sr. No.	Name of Director	Category	Address
1	Ikhlas Ahmed Chawla	Whole time Director	C-677, Near Mother Dairy New Friends Colony Delhi Delhi -110025
2	Tafsir Ahmad	Director	A-40 Sector-17 Noida Uttar Pradesh - 201301

3	Abdul Mateen	Managing Director	C-677, New Friends Colony Okhla, New Delhi- 110025
4	Roop Krishen Khar	Director	403, 4th Floor, Type B Lalleshwari VATIKA, Plot NO. GH-12, Sector-21D Faridabad Haryana -121001
5	Farzana Mateen	Director	C-677. New Friends Colony, Okhla South Delhi New Delhi - 110025

(viii) The details of Promoters of the Transferee Company as on date along with their address are as under:

Sr. No.	Name of Promoter	Category	Address
1.	Abdul Mateen	Promoter	C-677, New Friends Colony New Delhi - 110025
2.	Ikhlas Ahmed Chawla	Promoter	C-677, New Friends Colony New Delhi - 110025
3.	Farzana Mateen	Promoter	C-677, New Friends Colony New Delhi - 110025
4.	Mukhlis Aziz	Promoter	C-677, New Friends Colony New Delhi - 110025
5.	Sana Aziz	Promoter	C-677, New Friends Colony New Delhi - 110025
6.	Amin-Ul-Aziz	Promoter	C-677, New Friends Colony New Delhi - 110025
7.	Kashish Aziz	Promoter	C-677, New Friends Colony New Delhi - 110025
8.	Khuloos Aziz	Promoter	C-677, New Friends Colony New Delhi - 110025

9.	Sufia Ikhlas	Promoter	C-677, New Friends Colony New Delhi - 110025
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8. RATIONALE/ BENEFIT OF THE SCHEME

8.1. This Scheme provides for the amalgamation of the Transferor Companies with the Transferee Company pursuant to Sections 230 to 232 of the Act (defined hereunder) and other applicable provisions of the Act with the view to achieve the following benefits to the stakeholders and the shareholders:

- (i) Pooling of resources and infrastructure of the entities to their common advantage, resulting in a more productive utilization of the resources, costs and operational efficiencies, faster and effective decision making and its implementation, which would be beneficial for all stakeholders;
- (ii) Integrate, rationalize and streamline the management and administrative structure of the merged business and achieve cost saving.
- (iii) Avoid duplication of regulatory compliances and statutory filings with various government departments;
- (iv) Greater economies of scale, reduction in overheads and other expenses; and
- (v) Greater efficiency in cash management of the Transferee entity, and unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholder value.
- (vi) Facilitate inter transfer of resources and costs and optimum utilization of Assets.
- (vii) Synchronizing of efforts to achieve uniform corporate policy.
- (viii) To reflect the consolidated net worth of these companies in one balance sheet.

- 8.2. Under the Scheme, there is no arrangement proposed to be entered into with the Creditors, either Secured and/or Un-Secured of the Transferor and/or the Transferee Company. No compromise is offered under this Scheme to any of the Creditors of the Transferor and/or the Transferee Company. The liability of the Creditors of the Transferor and/or the Transferee Company, under the Scheme, is neither being reduced nor being extinguished but shall be assumed and discharged by the Transferee Company in its ordinary course of business.
- 8.3. In view of the aforesaid, the Board of Directors of the Transferor Companies as well as the Board of Directors of the Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of the Transferor Companies with the Transferee Company in order to benefit the stakeholders of the said companies. Accordingly, the Board of Directors of the Transferor Companies and the Transferee Company have formulated this Scheme for the transfer and vesting of the Undertaking of the Transferor Companies (as defined hereinafter) with and into the Transferee Company pursuant to the provisions of Sections 230 to Section 232 and other relevant provisions of the Act.

9. SALIENT FEATURES OF THE SCHEME

- 9.1. The material provisions of the proposed Scheme are detailed hereunder:
- (i) *The Scheme is presented under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013, for the amalgamation of the Transferor Companies with the Transferee Company;*
 - (ii) *The Transferor Companies and the Transferee Company shall, with all reasonable dispatch, make necessary Applications / Petitions under Sections 230 to 232 of Act and other applicable provisions of the Act to NCLT for sanction of this Scheme under the provisions of law;*
 - (iii) *'Appointed Date' means 1st April, 2021, or such other date as may be fixed or approved by the National Company Law Tribunal, New Delhi Bench or such other competent authorities;*
 - (iv) *'Effective Date' means the date on which the certified or authenticated copy of the order of jurisdictional National Company Law Tribunal sanctioning this Scheme, is filed by the Transferor Companies and the Transferee Company with the*

jurisdictional Registrar of Companies and if filed by the Transferor Companies and the Transferee Company on different dates, then the later of those dates;

- (v) *Upon the coming into effect of this Scheme and with effect from the Appointed Date, the assets and properties whether comprised in any undertaking or otherwise the Transferor Companies as defined herein, save as provided in sub-clauses (i), (ii) and (iii) below, shall, under the provisions of sections 230 to 232 of the Act, and pursuant to the sanction of the Tribunal, as the case may be, without any further act or deed or matter or thing to be made, done or executed but subject to the changes affecting the same as on the Effective Date, shall stand transferred to and vested in the Transferee Company as a going concern so as to become the undertaking and property of the Transferee Company from the Appointed Date. Provided that the movable assets of the Transferor Companies shall vest in the Transferee Company in the manner laid down hereunder:*
- (vi) *All the movable assets of the Transferor Companies, including plant and machinery, furniture and fixtures, cash on hand, etc., shall be physically handed over by manual delivery to the Transferee Company to the end and intent that the title and property therein shall pass to the Transferee Company on such delivery.*
- (vii) *In respect of movable assets other than those specified in sub clause (i) above, including sundry debtors, outstanding loans, recoverable in cash or in kind or value to be received, bank balances and deposits with Government, bodies, customers etc., the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to such party, debtors or depositors, as the case may be. The Transferor Companies may, if required, give notice in such form as it may deem fit and proper to each person, debtor or depositor that pursuant to the order of the High court or the Tribunal, as the case may be, sanctioning the scheme, the said person, debtor or depositor should pay the debt, loan, advance or make good the same or hold the same to its account and that the rights of the Transferee Company to recover or realise the same are in substitution of the rights of the Transferor Companies.*
- (viii) *All the licenses, permits, quotas, contracts (together with all non-compete covenants), approvals, permissions, registrations, incentives, tax deferrals and*

benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the transferee Company so as to become as and from the Appointed Date, the licenses, permits, quotas, contracts (together with all non-compete covenants), approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and condition and shall be appropriately registered by the relevant statutory authorities in favour of the Transferee Company pursuant to this Scheme, in order to facilitate the continuation of operations of the Transferor Companies in the Transferee Company without any hindrance, on and from the Appointed Date.

- (ix) *All Assets and properties of the Transferor Companies as on the Appointed Date, whether or not included in the books of the Transferor Companies, and all assets and properties which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, 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 upon the coming into effect of this Scheme pursuant to the provisions of Sections 230 to 232 of the Act.*
- (x) *The Transferor Companies are entitled to various benefits under incentive schemes and Policies of the Government of India and State Governments. Pursuant to this Scheme, such benefits shall be transferred to and vest in the Transferee Company, and all benefits, entitlements and incentives of any nature whatsoever (including sales tax concession and incentives), to the extent statutorily available, shall be*

claimed by the Transferee Company and without the imposition of any fees, charges, taxes or levy. Such benefits shall relate back to the Appointed Date as if the Transferee Company was originally entitled to such benefits, subject to compliance by the Transferee Company with all the terms and conditions upon which such benefits were made available to the Transferor Company.

- (xi) Upon the transfer each of the permission, approvals, consents, sanction, remissions, special reservations, sales tax remissions, tax exemptions and benefits, incentives, concessions and other or similar authorizations of the Transferor Companies to the Transferee Company pursuant to the order of the tribunal; the Transferee Company shall file the relevant notifications and communications, if any required, for the record of the appropriate authorities which shall take them on record.*
- (xii) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Companies, shall, pursuant to the order of the Tribunal, as the case may be, made under Section 232 of the Act, without any further act or deed, be transferee or deemed to be transferred to and vested in and assumed by the Transferee Company so as to become the debts, liabilities, duties and obligations of the Transferee Company. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which, such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause.*
- (xiii) All debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date, whether or not provided in the books of the Transferor Companies and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Companies on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.*
- (xiv) Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date have been discharged or satisfied by the Transferor Companies after the Appointed Date and prior to the Effective*

Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.

- (xv) All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies in the ordinary course of its business 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 provision of Sections 230 to 232 of the Act, without any further act, instrument or deed be and stand transferred to and vested in or 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.*
- (xvi) Loans, advances and other obligations (including any guarantees, letters of credit, letter of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee company, It is hereby clarified that there will be no accrual of Interest or other charges in respect of any inter-corporate loans, advances and other obligations with effect from the Appointed Date.*
- (xvii) The transfer and vesting of the properties, assets and liabilities of the Transferor Companies to and in the Transferee, Company shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent herein after provided.*
- (xviii) All the existing securities, mortgages, charges, encumbrances or liens (the Encumbrances), if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the properties, assets, or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure and relate to liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as*

are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Companies over its assets after the date of filing of the Scheme without the prior written consent of the Board of Directors of the Transferee Company.

- (xix) The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme.*
- (xx) Any reference in any security documents or arrangements (to which any of the Transferor Companies are a party to any of the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Companies transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, Transferor Companies and the Transferee Company may execute any instruments or documents or do all acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(S) of charge(S), with the ROC to give formal effect to the above provisions, if required. Provided that the scheme shall not operate to enlarge the security of any loan, deposits or facility created by or available to the Transferor Companies which shall vest in the Transferee Company by virtue of the Scheme and the Transferee Company shall not be obliged to create any further or additional security thereof after the Scheme has become effective or otherwise.*
- (xxi) Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the liabilities, which have been transferred to it in terms of the Scheme.*
- (xxii) It is expressly provided that no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.*

- (xxiii) *The provision of this clause shall operate in accordance with the term of the Scheme, notwithstanding to the contrary contained in any instrument, deed or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.*
- (xxiv) *Upon the coming into effect of this Scheme and subject to the provisions of the Scheme, all memorandum of understanding, contracts, schemes, assurances, licenses, insurance policies, guarantees, deeds, bonds, agreements, arrangements and other instrument of whatsoever nature to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be, and may be eligible and which are subsisting or having effect immediately before the Effective Date, shall continue in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or oblige or obligor thereto. The Transferee Company shall, if so required or becomes necessary, upon the coming into effect of this Scheme enter into and/ or issue and/or execute deeds, writings or confirmations to give effect to the provisions in this Clause.*
- (xxv) *If any suit, appeal, or other proceedings of whatever nature (hereinafter called “the proceedings”) by or against the Transferor Companies be pending as on the Effective Date, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Companies or of anything contained in the Scheme, but the proceedings shall be continued, prosecuted and enforced by or against the Transferor Companies, if the Scheme had not been made.*
- (xxvi) *All the staff, workmen, employees or other labour of the Transferor Companies who are in their employment as on the Effective Date shall become the staff, workmen, employees or other labour of the Transferee Company with effect from the Appointed Date without any break or interruption in service and on terms and conditions as to employment and remuneration not less favourable than those on which they are engaged or employed by the Transferor Companies. It is clarified that the staff, workmen, employees or other labour of the Transferor Companies who become staff,*

workmen, employees or other labour of the Transferee Company by virtue of this Scheme, shall not be entitled to avail of any scheme and benefits that may be applicable and available to any of the staff, workmen, employees or other labour of the Transferee Company, unless otherwise determined by the Board of Directors of the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, validly entered into by the Transferor Companies with any staff, workmen, employees or other labour of the Transferor Companies. After the Effective Date, the Transferee Company shall be entitled to vary the terms and conditions as to employment and remuneration of the staff, workmen, employees or other labour of the Transferor Companies on the same basis as it may do for the staff, workmen, employees or other labour of the Transferee Company.

- (xxvii) *With effect from the Appointed Date and up to and including the Effective Date, the following provisions shall be in force. The Transferor Companies shall carry on and be deemed to have carried on all its business and activities and shall hold and be in possession of all the Undertaking of the Transferor Companies for and on account of and in trust for the Transferee Company.*
- (xxviii) *All the profits or incomes accruing or arising to the Transferor Companies, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Companies, shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses of the Transferee Company, as the case may be, including for the purpose of taxation.*
- (xxix) *All taxes (including income tax, sales tax, excise tax, custom duty, service tax, VAT, etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Companies and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, service tax, VAT, etc.), whether by way of deduction at source, advance tax Minimum Alternate Tax Credit or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of its business after the Appointed Date, the same shall be*

deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

- (xxx) The Transferor Companies shall be entitled, pending the approval of this Scheme by the NCLT or anytime thereafter, to apply to the Central Government and appropriate State Governments and all other relevant agencies, departments, corporations and authorities as may be necessary for such consents, approvals and sanctions which the Transferee Company may require for the purpose of owing, operating and carrying on the business and activities of the Transferor Companies.*
- (xxxi) The Transferee Company shall be entitled, either pending the approval or pursuant to the approval of this Scheme by the NCLT or anytime thereafter, to apply to the Central Government and appropriate State Governments and all other relevant agencies, departments, corporations and authorities as may be necessary for such consents, approvals and sanctions which the Transferee Company may require for the purpose of owing, operating and carrying on the business and activities of the Transferor Companies.*
- (xxxii) Subject to the terms of this Scheme, the transfer and vesting of the properties, assets and liabilities of the Transferor Companies under Clause 5 above and the continuance of proceedings by or against the Transferor Companies under Clause 7 above of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or concluded 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.*
- (xxxiii) Upon the coming into effect of the Scheme, and in consideration for the transfer of and vesting of the properties, assets, properties, undertaking, debts and liabilities of the Transferor Companies in the Transferee Company in terms of this Scheme, the Transferee Company shall without any further application, act, instrument or deed, discharge the consideration in the following manner:*

i) 1.68 fully paid-up equity shares of Rs. 10/- each in the Transferee Company shall be issued and allotted for every 1 (One) equity share of Rs. 10/- each held in the Transferor Company No. 1.

ii) 7.82 fully paid-up equity shares of Rs. 10/- each in the Transferee Company shall be issued and allotted for every 1 (One) equity share of Rs. 10/- each held in the Transferor Company No. 2

Further, 3,13,200 shares held by the Transferor Company No. 1 in the share capital of the transferor Company No. 2 and 22,65,440 shares held by the Transferor Company No. 2 in the share capital of the transferee Company shall stand cancelled without any further act or deed upon this scheme becoming effective.

(xxxiv) Equity shares issued and allotted by the Transferee Company in terms of this scheme shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari-passu in all respects with the then existing equity shares in the Transferee Company, including in respect of dividends, if any, that may be declared by the Transferee Company, on or after the effective date.

(xxxv) Any fraction arising out of allotment of equity shares shall be rounded off to the nearest integer if the digit after the decimal is less than 5 (0, 1, 2, 3, or 4), then the figures after the decimal places will be ignored but If the digit after the decimal place is five or greater than five (5, 6, 7, 8, or 9), then the value of the digit will be rounded by one (+1).

(xxxvi) The issue and allotment of equity shares in the Transferee Company by the Transferee Company to the members of Transferor Company as provided in this scheme as an Integral part thereof; shall be deemed to have been carried out as if the applicable provisions of the Act were duly complied with.

(xxxvii) Apart from the cancellation of existing shares of the Transferee Company held by the Transferor Companies, there shall be no change in the shareholding pattern or control in the Transferee Company upon this scheme becoming effective.

(xxxviii) Upon the coming into effect of this Scheme, the share certificate representing the shares of Transferor Company (ies) in the Transferee Company shall be cancelled without requirement of any further act or deed for cancellation thereof by the Transferee Company.

(xxxix) Upon the coming into effect of the Scheme, all the equity shares held by the transferor company (ies) in other transferor company (ies) shall be cancelled without requirement of any further act or deed for cancellation thereof by the respective Transferor Company (ies)

(xl) Upon the coming into effect of the Scheme the share certificate held by the transferor company (ies) representing the shares in the other Transferor Company (ies) shall be cancelled without requirement of any further act or deed for cancellation thereof by the respective Transferor Company (ies).

(xli) In view of the above proposition the interest of shareholders of Transferee Company is not affected in any manner whatsoever. There will be no introduction of new shareholders or issue of new shares by Transferee Company subsequent to amalgamation of the Transferor Companies.

(xlii) The Transferor Companies are profitable and commercially solvent and its undertaking(s) can fully care and honour its creditors, if any and all liabilities, therefore by virtue of amalgamation of undertaking of the Transferor Companies into the Transferee Company, the creditors shall not be affected in any manner whatsoever.

(xlili) All shares held by the Transferor Companies in the share capital of the Transferee Company as on the Appointed Date as per table attached below shall stand cancelled, without any further act or deed, upon this Scheme becoming effective. In lieu thereof no allotment of any new shares or any payment shall be made to any person whatsoever.

S.No.	No of shares	Face Value (in Rs.)	Name of Transferor Company holding shares in Transferee Company
<i>1</i>	<i>2265440</i>	<i>10/-</i>	<i>Rosebud Tradelink Private Limited</i>

(xiv) The aforesaid cancellation of existing share Capital of the Transferee Company shall be affected as an integral part of this Scheme.

(xlv) All shares held by the Transferee Company, in the share capital of the Transferor Company (ies) as on the Appointed Date shall stand cancelled, without any further act or deed, upon this Scheme becoming effective. In lieu thereof no allotment of any new shares or any payment shall be made to any person whatsoever.

S.No.	No of shares	Face Value (in Rs.)	Name of Transferor Company the shares of which are held by another Transferor Company	Name of Transferor Company holding shares in other Transferor Company
<i>1.</i>	<i>3,13,200</i>	<i>10/-</i>	<i>Rosebud Tradelink Private Limited</i>	<i>Bhujadhari Vincom Pvt Limited</i>

(xlvi) The cancellation of existing share Capital of the Transferee Company shall be affected as an integral part of this Scheme.

(xlvii) Upon the coming into effect of this Scheme and on and from the Appointed Date and subject to any corrections and adjustments as may, in the opinion of the Board of

Directors of the Transferee Company, the Transferee Company shall account for the amalgamation in its books, 'Pooling of interest' method under the provision of Accounting Standard 14 issued by the Institute of Chartered Accountants of India, as under:

- Upon the scheme becoming effective and without any further act or deed, the authorized share capital of the Transferor Companies shall be consolidated and merged into the existing authorized share capital of the Transferee Companies and the authorized share capital of Transferee Company shall stand consolidated accordingly pursuant to the Scheme by the NCLT.*
- Upon sanction of this Scheme and from the Appointed Date, the authorized share capital of the Transferee Company shall automatically stand increased without any further act, instrument or deed on the part of the Transferee Company or payment of any stamp duty and/or fees payable to Registrar of Companies, by **Rs. 35,00,000** /- (**Rupees Thirty Five Lakh only**) **divided into 3,50,000 equity shares of Rs.10/-** each being the aggregate classification of the present authorized share capital of the Transferor Companies and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Sections 13, 14, 61 of the Companies Act, 2013 and Section 232 of the Companies Act, 2013 and other applicable provisions of the Act, as the case may be, and for this purpose the stamp duties and fees paid on the authorized capital of the Transferor Companies shall be utilized and applied to the increased authorized share capital of the Transferee Company and no*

payment of any extra stamp duty and/or fee shall be payable by the Transferee Company for increase in the authorized share capital to that extent.

- *Consequent upon the amalgamation, the authorized share capital of the Transferee Company will be **Rs. 12,45,00,000/- (Rupees Twelve Crores and Forty-Five Lakh)** divided into **1,24,50,000 equity shares of Rs.10/- each**. It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum of Association and Articles of Association of the Transferee Company as may be required under the Act.*
- *On the Scheme becoming effective, the Transferor Companies shall stand dissolved without being wound up.*
- *On and with effect from the Effective Date, the name of Transferor Companies shall be struck off the records of the ROC. The Transferee Company shall make necessary filings in this regard.*

Note: The features set out above being only the extract of the Scheme, the Un-Secured Creditors are requested to read the entire text of the Scheme annexed hereto to get fully acquainted with the provisions thereof.

10. APPROVALS

10.1. A valuation report dated 21st Day of June 2021 issued by Mr. Subodh Kumar, Registered Valuer, recommending the Share Exchange Ratio to the Board of Directors of the Transferor Companies and the Transferee Company. A copy of the said report is enclosed herewith as ***Annexure-3***.

10.2. A certificate has been issued by the auditors of the Transferee Company stating that the

accounting treatment proposed in the Scheme is in conformity with the accounting standards prescribed under section 133 of the Companies Act, 2013.

10.3. The Board of Directors of the Transferor Companies, at their board meeting held on 01st April 2021, have by resolution approved the Scheme, as detailed below:

- **Bhujadhari Vincom Private Limited (Transferor Company No. 1)**

Sr. No.	Name of Director	Voted in favor / against / did not participate or vote
1.	Gulam Sarwar	Voted in favor
2.	Mohan Kumar V	Voted in favor

- **Rosebud Tradelink Private Limited (Transferee Company No. 2)**

Sr. No.	Name of Director	Voted in favor / against / did not participate or vote
1.	Gulam Sarwar	Voted in favor
2.	Mohan Kumar V	Voted in favor

10.4. The Board of Directors of **Unicare India Limited (Transferee Company)**, at its board meeting held on 01st April, 2021, has by resolution approved the Scheme, as detailed below:

Sr. No.	Name of Director	Voted in favor / against / did not participate or vote
1.	Ikhlas Ahmed Chawla	Voted in favor
2.	Tafsir Ahmad	Voted in favor
3.	Abdul Mateen	Voted in favor
4.	Roop Krishen Khar	Voted in favor
5.	Farzana Mateen	Voted in favor

11. PRE AND POST AMALGAMATION CAPITAL STRUCTURE

- 11.1. The Scheme contemplates the transfer of the entire business of the Transferor Companies to, and vesting thereof in, the Transferee Company, as a “going concern”. Upon the Scheme becoming effective, the Transferee Company shall issue and allot equity shares to the equity shareholders of the Transferor Companies in the manner as provided in the Scheme. The equity shares held by the shareholders in Transferee Company shall be deemed to have been automatically cancelled and be of no effect on and from the Effective Date (as defined in the Scheme).
- 11.2. The pre- amalgamation capital structure of the Transferor Companies is mentioned in paragraph 7.1 & 7.2 above. Post the amalgamation, the Transferor Companies shall stand dissolved without being wound-up.
- 11.3. The pre-amalgamation capital structure of the Transferee Company is mentioned in paragraph 7.3 above. Post the amalgamation capital structure of the Transferee Company would be as under:

Particulars	Amount in (Rs.)
Authorised Capital*	
1,24,50,000 Equity Shares of Rs. 10/- each	12,45,00,000
Total	12,45,00,000
Issued, Subscribed and Paid-up Capital	
52,61,395 Equity Shares of Rs. 10/- each fully paid-up	5,26,13,950
Total	5,26,13,950

** The Transferee Company shall take necessary steps to increase or alter, to the extent required, its Authorised Capital suitably to enable it to issue and allot the Equity Shares pursuant to this Scheme.*

12. PRE AND POST AMALGAMATION SHAREHOLDING PATTERN

- 12.1. The pre-amalgamation shareholding pattern of the Transferor Companies as on 31st March, 2021 is mention in paragraph 7.1 & 7.2 above
- 12.2. The pre and post amalgamation shareholding pattern of the Transferee Company as on 31st March, 2021 is as follows:

Sr. No.	Particulars	Pre-amalgamation		Post-amalgamation	
		Name of Shareholder	No. of shares	%	No. of shares
1.	Abdul Rasheed	2,17,900	2.91	2,17,900	4.17
2.	Abdul Mateen	30,49,760	40.79	30,49,760	58.39
3.	Khalil Ahmed	1,40,900	1.88	1,40,900	2.70
4.	Ikhlas Ahmed Chawla	1,40,900	1.88	1,40,900	2.70
5.	Shehnaz Rashid	70,900	0.95	70,900	1.36
6.	Atya Hameed	70,900	0.95	70,900	1.36
7.	Farzana Mateen	71,720	0.96	71,720	1.37
8.	Nishat Khalil	70,900	0.95	70,900	1.36
9.	Mukhlis Aziz	76,900	1.03	76,900	1.47
10.	Anmol Aziz	76,000	1.02	76,000	1.46
11.	Hamd Aziz	2,17,800	2.9	2,17,800	4.17
12.	Sana Aziz	77,800	1.04	77,800	1.49
13.	Nihal Aziz	76,900	1.03	76,900	1.47
14.	Amin-Ul-Aziz	77,800	1.04	82779	1.58
15.	Fahad Aziz	76,900	1.03	76,900	1.47
16.	Saad Aziz	76,900	1.03	76,900	1.47
17.	Mehak Aziz	76,000	1.02	76,000	1.46
18.	Muskan Aziz	76,000	1.02	76,000	1.46
19.	Kashish Aziz	1,07,800	1.44	1,07,800	2.06
20.	Noor-Ul-Aziz	76,900	1.03	76,900	1.47
21.	Zoya Aziz	76,000	1.02	76,000	1.46
22.	Khuloos Aziz	76,000	1.02	76,000	1.46
23.	SufiaIkhlas	70,900	0.95	70,900	1.36
24.	Ashwini Narula	21,080	0.28	21,080	0.40
25.	Archna Bajaj	25,000	0.33	25,000	0.48
26.	Ashok Jain	4,375	0.06	4,375	0.08
27.	Indu Jain	10,625	0.14	10,625	0.20
28.	Rosebud Tradelink Private	22,65,440	30.30	0	0
29.	F & S Trading Private Limited	0	0	42,840	0.81
30.	Chestnee Healthcare Private	0	0	2016	0.04
	Total	74,77,000	100	52,61,395	100

13. EXTENT OF SHAREHOLDING OF DIRECTORS AND KEY MANAGERIAL PERSONNEL:

13.1. The Directors of the Transferor Companies do not hold any shares in the Transferor Companies or the Transferee Companies.

13.2. The extent of shareholding of the Directors of the Transferee Company in the Transferee Company is as follows:

S.No.	Name of Director	DIN	No. of shares held in Unicure India Limited	% of shares held
1.	Abdul Mateen	01131944	30,49,760	40.79%
2.	Ikhlas Ahmed Chawla	00335740	1,40,900	1.88%
3.	Farzana Mateen	08546042	70,900	0.96

Further, the directors of the Transferee Company do not hold any shares in the transferor companies.

Further, none of the key managerial personnel and relatives of the Directors of the Transferor Companies the Transferee Company are concerned or interested, financial or otherwise in the Scheme. None of the Directors and key managerial personnel of the Transferor Companies and the Transferee Company have any material interest in the Scheme.

14. EFFECT OF THE SCHEME ON VARIOUS PARTIES

i. Directors and Key Managerial Personnel ('KMP'): The Board of Directors (or any committee/ sub-committee thereof) of the Transferor Companies, upon the Scheme becoming effective, shall without any further act, instrument and deed stand dissolved. All the Directors of the Transferor Companies shall cease to be Directors of the Transferor Companies on coming into effect of this Scheme. The Key Managerial Personnel ('KMP'), if any, who are employees of the Transferor Companies, will become employees of the Transferee Company.

ii. Promoters & Non-Promoter Shareholders of Transferor Companies:

Upon the sanction of the Scheme of Amalgamation, the Promoter and Non-Promoter shareholders of the Transferor Companies shall be issued shares in the Transferor Company in accordance to the share exchange ratio as stated in the Valuation Report.

iii. Promoters & Non-Promoter Shareholders of Transferor Companies:

There is no effect on equity shareholders of the transferee company except for the change brought about for allotment of shares to the shareholders of the transferor companies in accordance to the terms of the said ratio. (i.e. promoter and non-promoter shareholders).

- iv. **Depositors and Deposit Trustee:** Neither the Transferor Companies nor the Transferee Company have accepted any deposits.
- v. **Creditors:** The rights and interest of the creditors of the Transferor Companies will not be prejudicially affected by the Scheme of Amalgamation as the Transferor companies are profitable and commercially solvent and its undertaking(s) can fully care and honour its creditors, if any and all liabilities, therefore by virtue of amalgamation of undertaking of the Transferor Companies into the Transferee Company, the creditors shall not be affected in any manner whatsoever.
- vi. **Debenture Holders and Debenture Trustees:** Neither the Transferor Companies nor the Transferee Company have issued any debentures.

vii. **Employees**

Employees of Transferor Company—All the staff and other employees, if any, in the service of the Transferor Companies immediately preceding the effective date shall become staff and employees of the Transferee Company.

Employees of Transferee Company - The rights and interests of employees of the Transferee Company will not be prejudicially affected by the scheme since their terms or rights are not sought to be modified in any manner.

15. **EFFECT ON MATERIAL INTEREST OF DIRECTOR, KMP AND DEBENTURE TRUSTEE**

- i. **Director and/or KMP-** The Board of Directors (or any committee/ sub-committee thereof) of the Transferor Companies, upon the Scheme becoming effective, shall without any further act, instrument and deed stand dissolved. All the Directors of the Transferor Companies shall cease to be Directors of the Transferor Companies on coming into effect of this Scheme. The Key Managerial Personnel ('KMP'), if any, who are employees of the Transferor Companies, will become employees of the Transferee Company.
- ii. **Debenture Trustee-** Neither the Transferor Companies nor the Transferee Company have not issued any debentures.

16. **RELATION SUBSISTING BETWEEN THE TRANSFEROR COMPANIES AND TRANSFEREE COMPANY**

- The Transferor Company No. 1 holds 99.92% shares of the Transferor Company No. 2; therefore, the Transferor Company No. 1 is the Holding Company of the Transferor Company No. 2.
- The Transferor Company No. 2 is the Subsidiary of the Transferor Company No. 1 and Associate of Transferee Company.
- The Transferor Company No. 2 holds 30.30% in the Transferee Company therefore the Transferor Company No. 2 and the Transferee Company are Associates of each other.

17. **GENERAL**

- 17.1. The Transferor Companies and the Transferee Company have made a joint application before the National Company Law Tribunal, New Delhi Bench for the sanction of the Scheme under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.
- 17.2. **The Transferor Company 1** has 3 equity shareholders, 2 unsecured creditors amounting to Rs.43,284/- and NIL secured Creditors. Meetings in respect of shareholders as well as Unsecured creditors are directed to be dispensed with as the 100% written consent has been obtained by way of affidavits for from shareholders as well as unsecured creditors respectively.
- 17.3. As there are no secured creditors in the Transferor company no. 1, the requirement of convening meeting of secured creditors does not arise.
- 17.4. **The Transferor Company 2** has 2 equity shareholders, 3 unsecured creditors and meetings in respect of shareholders as well as Unsecured creditors are directed to be dispensed with as the 100% written consent has been obtained by way of affidavits for from shareholders as well as unsecured creditors respectively.
- 17.5. As there are no secured creditors in the Transferor company no. 2, the requirement of convening meeting of secured creditors does not arise.
- 17.6. **The Transferee Company** has 28 equity shareholders, 2 secured creditors and meetings in respect of shareholders as well as secured creditors are directed to be dispensed with as the 100% written consent has been obtained by way of affidavits for from shareholders as well as secured creditors respectively.

- 17.7. The Transferee Company has 712 unsecured creditors as on 31/03/2021 and meeting of unsecured Creditors is directed to be held through Video conferencing/ Other Audio Visuals Means.
- 17.8. The amount due to the un-secured creditors of the Transferee Company as on 31.03.2021 is Rs. 77,69,77,558.85/-.
- 17.9. In compliance with the provisions of Section 232(2)(c) of the Companies Act, 2013, the Board of Directors of the Transferor Companies and the Transferee Company, in their respective meetings held on 23rd July, 2021, have adopted a report, inter alia, explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoter and non-promoter shareholders. Copy of the report adopted by the Board of Directors of the Transferor Companies and the Transferee Company is enclosed herewith as **Annexure 4 and 5**, respectively.
- 17.10. A copy of the Annual Report as on 31/03/2021 of the Transferor Companies and the Transferee Company is enclosed herewith as **Annexure 6 and 7**, respectively.
- 17.11. The rights and interests of Secured Creditors and Un-Secured Creditors of either of the Companies are not likely to be prejudicially affected by the Scheme as the Companies have a positive net worth and sound financial background. Further, no compromise is offered to any of the creditors of the Companies nor their rights are sought to be modified in any manner and the Companies undertakes to meet with all such liabilities in the regular course of business.
- 17.12. Neither the Transferor Companies nor the Transferee Company have any depositors, debenture holders, deposit trustee or debenture trustee. Hence, no rights and interest will be affected on effectiveness of the Scheme.
- 17.13. As far as the employees of the Companies are concerned, as per Clause 8 of the Scheme, there would not be any change in their terms of employment on account of the Scheme. Further, since the Transferor Companies would get dissolved pursuant to the Scheme, the question of change in the Board of Directors of the Transferor Companies and the Transferee Company does not arise.
- 17.14. No winding up petition is pending against the Transferor Companies and the Transferee Company.
- 17.15. No investigation proceedings are pending or are likely to be pending under the

provisions of Chapter XIV of the Companies Act, 2013 or under the provisions of the Companies Act, 1956 in respect of the Transferor Companies and the Transferee Company.

- 17.16. The Scheme does not involve any capital or debt restructuring and therefore the requirement to disclose details of capital or debt restructuring is not applicable.
- 17.17. A copy of the Scheme has been filed with the Registrar of Companies, Delhi on 15th August 2021. A copy of the proof of submission made to the ROC-Delhi is annexed herewith as *Annexure-8*.
- 17.18. The Transferor Companies and the Transferee Company may be required to seek approvals / sanctions / no-objections from certain regulatory and governmental authorities for the Scheme such as the concerned Registrar of Companies, Regional Director, and Income-tax authorities and will obtain the same at the relevant time.
- 17.19. In the event that the Scheme is terminated or withdrawn in accordance with its terms, the Scheme shall stand revoked, cancelled and be of no effect and null and void and in such event each party hereto shall bear and pay respective cost, charges and expenses for and in connection with the Scheme.
- 17.20. The following documents will be open for obtaining extract from or for making/obtaining copies of or for inspection by the Un-Secured Creditors of the Transferee Company at its registered office at C 677, New Friends Colony, New Delhi-110025, India, between 10.00 a.m. and 05.00 p.m. on all working days (except Saturday, Sundays and public holidays) up to the date of the meeting:
- (i) Copy of the Order of the National Company Law Tribunal, New Delhi Bench dated 25th day of January, 2022 in Company Application No. C.A. (CAA) – 98/230/232/ND/2021 directing the Transferee Company to, inter alia convene the meeting of the Un-Secured Creditors of the Transferee Company and dispense with the convening and holding of meeting of Shareholders and secured Creditors of the Company;
 - (ii) Copy of the Memorandum and Articles of Association of the Transferor Companies and the Transferee Company, respectively;
 - (iii) Copy of the audited financial statements of the Transferor Companies and the Transferee Company, respectively for the financial year ended 31st March, 2021;

- (iv) Copy of Share exchange ratio report, dated 21st day of June, 2021 issued by Subodh Kumar, Registered Valuer;
- (v) Copy of the resolutions, dated 01st day of April, 2021, passed by the respective Board of Directors of the Transferor Companies and the Transferee Company approving the Scheme;
- (vi) Copy of the Statutory Auditors' certificate dated 26th day of June, 2021 and 24th day of June, 2021 to the effect that the accounting treatment in the Scheme is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013;
- (vii) Copy of contracts or arrangements material to the compromise or arrangement (if any);
- (viii) Details of approvals, sanctions or no-objections, if any, from the regulatory or any other government authorities received for the purpose of the merger.
- (ix) Copy of the Scheme; and
- (x) Copy of the Directors' Report dated 23rd day of July, 2021 adopted by the Board of Directors of the Transferor Companies and the Transferee Company, respectively, pursuant to the provisions of Section 232(2) (c) of the Companies Act, 2013.

17.21. This Statement may be treated as an Explanatory Statement under Sections 230(3), 232(1) and (2) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016. A copy of this Scheme, Explanatory Statement and Form of Proxy may be obtained free of charge on any working day (except Saturdays, Sundays and public holidays) during business hours up to the date of the meeting, from the registered office of Transferee Company.



Karan Malhotra

Chairman appointed for the meeting

Dated this 04th day of February, 2022

Place: New Delhi

Registered Office:

C 677, New Friends Colony, New Delhi-110025, India