

# PARAMSUKH PROPERTIES PRIVATE LIMITED

CIN: U70101WB1986PTC041607

REGISTERED OFFICE: RAJA ROAD, P.O. SUKCHAR  
24 PARGANAS (N), KOLKATA-700115

TEL: (91) (33) 2553-3160, 2523-2443, FAX: (91) (33) 2553-2738  
E-MAIL ID: compliance.paramsukh@gmail.com

Date: 14.09.2024

To, Securities and Exchange Board of India, Plot No. C 4-A, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051	To, BSE Limited, Listing Department 1st Floor, New Trading Ring, Rotunda Bldg, P.J. Tower, Dalal Street, Mumbai - 400001 Scrip Code: 500083	To, National Stock Exchange of India Limited, Exchange Plaza, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 Symbol: CENTEXT EQ
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**Sub: Submission of Report under Regulation 10 (7) of SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011**

Respected Sir/Madam

Pursuant to Regulation 10 (7) of SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011, please find herewith Report under Regulation 10(7) in respect of acquisition of 70,70,125 (8.84%) Equity shares Century Extrusions Limited (Target Company) and which is self explanatory.

You are requested to kindly take the same on your records.

Thanking you,  
Yours faithfully,  
For Paramsukh Properties Private Limited

PARAMSUKH PROPERTIES (P) LTD.



Director

Laxmi Kant Parwa  
Designation: Director  
DIN: 03533525

**Encl.: As above.**

**Copy to:**  
Century Extrusions Limited  
Regd Office:  
113, Park Street, 2nd Floor,  
'N' Block, Kolkata-700016

# PARAMSUKH PROPERTIES PRIVATE LIMITED

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## **Regulation 10(7) – Report to SEBI in respect of any acquisition made in reliance upon exemption provided for in Regulation 10(1)(d)(iii) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011**

1	General Details	
a.	Name, address, telephone no., e-mail of Acquirer(s) {In case there are multiple acquirers, provide full contact details of any one acquirer (the correspondent acquirer) with whom SEBI shall correspond.	Paramsukh Properties Private Limited Address: Raja Road, P.O. Sukchar, 24 Parganas (N) Kolkata-700115 Tel.- 033- 25533160 Email Id- <a href="mailto:compliance.paramsukh@gmail.com">compliance.paramsukh@gmail.com</a>
b.	Whether sender is the acquirer (Y/N)	Yes
c.	If not, whether the sender is duly authorized by the acquirer to act on his behalf in this regard (enclose copy of such authorization)	Not Applicable
d.	Name, address, Tel no. and e-mail of sender, if sender is not the acquirer	Not Applicable
2	Compliance of Regulation 10(7)	
a.	Date of report	14.09.2024
b.	Whether report has been submitted to SEBI within 21 business days from the date of the acquisition	Yes
c.	Whether the report is accompanied with fees as required under Regulation 10(7)	Yes The applicable fees of Rs.1,77,000/- has been paid vide Reference ID : YAXC2435007093 dated 12.09.2024, in favour of "Securities and Exchange Board of India" through SEBI payment gateway. The Payment details is enclosed as "Annexure 1"
3	Compliance of Regulation 10(6)	

PARAMSUKH PROPERTIES (P) LTD.

*Naxmi Kund Perwa*  
Director

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	a.	Whether the report has been filed with the Stock Exchanges where the shares of the Company are listed within 4 working days of the acquisition	Yes, Regulation 10(6) report has been filed with the stock exchanges within 4 working days of acquisition. A copy of the report is enclosed as "Annexure 2"	
	b.	Date of Report	06.09.2024	
4	Details of the Target Company (TC)			
	a.	Name & address of TC	Century Extrusions Limited  Address: 113, Park Street, "N" Block, 2nd Floor, Kolkata 700016	
	b.	Name of the Stock Exchange(s) where the shares of the TC are listed	National Stock Exchanges of India Limited and BSE Limited	
5	Details of the acquisition			
	a.	Date of acquisition	05.09.2024	
	b.	Acquisition price per share (in Rs.)	Not Applicable  Shares have been transferred post amalgamation of Kutir Udyog Kendra (India) Limited and Vintage Capital Markets Limited with Paramsukh Properties Private Limited vide Scheme of Amalgamation as approved by the Hon'ble National Company Law Board, Kolkata Bench, Kolkata	
	c.	Regulation which would have been triggered off, had the report not been filed under Regulation 10(7). (whether Regulation 3(1), 3(2),4 or 5)	Regulation 3(1)	
	d.	Shareholding of acquirer/s and PACs individually in TC (in terms of no: & as a percentage of the total share capital of the TC)	Before the acquisition	After the acquisition
			No. of Shares (*) % w.r.t total share capital / voting rights of TC	No. of Shares % w.r.t total share capital / voting rights of

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*Naxmi Kund*  
Director

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					TC
		Paramsukh Properties Pvt. Ltd. (acquirer)	43,41,201	5.43%	1,14,11,326 14.27%
6	Information specific to the exemption category to which the instant acquisition belongs - Regulation 10(1)(d)(iii)				
a.	Confirm that the scheme is approved by the order of a court or any other competent authority		Yes, Hon'ble National Company Law Tribunal, Kolkata Bench		
b.	Attached copy of the order mentioned above.		Enclosed as "Annexure 3"		
c.	Total consideration paid under the scheme.		<p><b>Consideration paid to shareholders of Vintage Capital Markets Limited</b> – 135321 equity shares of Paramsukh Properties Private Limited (transferee company) of the Face Value Rs. 10 each.</p> <p><b>Consideration paid to shareholders of Kutir Udyog Kendra (India) Limited</b> – 31740 equity shares of Paramsukh Properties Private Limited (transferee company) of the Face Value Rs. 10 each.</p>		
d.	Component of cash and cash equivalents in the total consideration paid under the scheme.		NIL		
	Whether the same is less than twenty-five percent of the total consideration paid under the scheme? (Y/N)		Not Applicable		

PARAMSUKH PROPERTIES (P) LTD.

*Naxmi Kant Pasayat*  
Director



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e.	After the implementation of the scheme, whether the persons who are directly or indirectly holding at least thirty-three per cent of the voting rights in the combined entity are the same as the persons who held the entire voting rights before the implementation of the scheme? (Y/N). Please furnish relevant details including the name of such persons as well as their stake in the combined entity.	Yes  The Pre Amalgamation & Post Amalgamation Shareholding of Paramsukh Properties Private Limited with Vintage Capital Markets Ltd and Kutir Udyog Kendra (India) Ltd. is enclosed as "Annexure 4"
f.	Whether the acquirers as well as sellers have complied with the provisions of Chapter V of the Takeover Regulations (corresponding provisions of the repealed Takeover Regulations 1997) (Y/N). If yes, specify applicable regulation/s as well as date on which the requisite disclosures were made along with the copies of the same.	Yes  Regulation 29(2) – Disclosure was made on 05.09.2024 and enclosed as "Annexure 5"
g.	Declaration by the acquirer that all the conditions specified under regulation 10(1) (d)(iii) with respect to exemptions has been duly complied with.	Yes

We hereby declare that the information provided in the instant report is true and nothing has been concealed therefrom.

**For Paramsukh Properties Pvt. Ltd.**

PARAMSUKH PROPERTIES (P) LTD.

*Laxmi Kant Parwa*

**Laxmi Kant Parwa**

Director

**Director**

**DIN: 03533525**

**Date: 14.09.2024**

**Place: Kolkata**

**Enclosed : as above**

The payment made to SEBI on Thu Sep 12 15:09:57 IST 2024 for amounting 177000 with payment reference id YAXC2435007093 and bank reference id 814614886 is in SUCCESS state. You can view the payment details by visiting "PaymentHistory" tab on Payments Page.

Payment History

PAN: AABCP9050D | Email: compliance.paramsukh@gmail.com

Reset Details

3 entries per page

Sr. No.	Name	GST No.	State	Fee Type	Fee Amount	Only GST Paid	CGST	SGST	IGST	Total Amount Paid	Payment Status	Payment Date	SEBI Reference No.
1	PASAMUKH PROPERTIES PRIVATE LIMITED	19AABCP9050D12H	West Bengal	Fee under Regulation 10 (7) of SAST Regulations	150000	NO	0	0	27000	177000	Payment Confirmed	12-09-2024	YAXC2435007093

Showing 1 to 1 of 1 entry

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E-MAIL ID: [compliance.paramsukh@gmail.com](mailto:compliance.paramsukh@gmail.com)

Date: 06.09.2024

<p>To, BSE Limited, Listing Department 1st Floor, New Trading Ring, Rotunda Bldg, P.J. Tower, Dalal Street, Mumbai – 400001 Scrip Code: 500083</p>	<p>To, National Stock Exchange of India Limited, Exchange Plaza, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 Symbol: CENTEXT EQ</p>
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**Sub: Submission of Disclosure required in accordance with Regulation 10(6) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011**

**Ref: Inter-se transfer of shares amongst Promoters/Promoter group.**

With reference to the aforementioned subject, please find enclosed herewith necessary disclosure under Regulation 10(6) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, on acquisition of 70,70,125 (8.84%) Equity Shares of Century Extrusions Limited (Target Company) and which is self explanatory.

You are requested to kindly take the same in your record and oblige.

Thanking you,  
Yours faithfully,  
For Paramsukh Properties Private Limited

PARAMSUKH PROPERTIES (P) LTD.

*Laxmi Kant Parwa*  
Laxmi Kant Parwa  
Designation: Director Director  
DIN: 03533525

**Encl.: As above.**

**Copy to:**  
Century Extrusions Limited  
Regd Office:  
113, Park Street, 2nd Floor,  
'N' Block, Kolkata-700016

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**Disclosures under Regulation 10(6) –Report to Stock Exchanges in respect of any acquisition made in reliance upon exemption provided for in Regulation 10 of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011**

1.	Name of the Target Company (TC)	Century Extrusions Limited	
2.	Name of the acquirer(s)	Paramsukh Properties Private Limited	
3.	Name of the stock exchange where shares of the TC are listed	National Stock Exchange of India Limited and BSE Limited	
4.	Details of the transaction including rationale, if any, for the transfer/ acquisition of shares.	Equity Shares of Century Extrusions Limited were transferred to Paramsukh Properties Private Limited post amalgamation of Vintage Capital Markets Limited and Kutir Udyog Kendra (India) Limited with Paramsukh Properties Private Limited pursuant to a scheme of amalgamation as approved by the Hon'ble National Company Law Tribunal, Kolkata Bench.	
5.	Relevant regulation under which the acquirer is exempted from making open offer.	Regulation 10(1)(d)(iii) of SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011	
6.	Whether disclosure of proposed acquisition was required to be made under regulation 10 (5) and if so, - whether disclosure was made and whether it was made within the timeline specified under the regulations. - date of filing with the stock exchange.	No	
7.	Details of acquisition	Disclosures required to be made under regulation 10(5)	Whether the disclosures under regulation 10(5) are actually made
	a. Name of the transferor / seller	Not Applicable	Not Applicable
	b. Date of acquisition		
	c. Number of shares/ voting rights in respect of the acquisitions from each person mentioned in 7(a) above		
	d. Total shares proposed to be acquired / actually acquired as a % of diluted share capital of TC		
	e. Price at which shares are proposed to be acquired / actually acquired		

PARAMSUKH PROPERTIES (P) LTD.

*Narain Kant Paswan*  
Director

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8. Shareholding details	Pre-Transaction		Post-Transaction	
	No. of shares held	% w.r.t total share capital of TC	No. of shares held	% w.r.t total share capital of TC
A	<b>Paramsukh Properties Private Limited</b> (Acquirer / Transferee)	43,41,201 5.43%	1,14,11,326 14.27%	
b.1	<b>Vintage Capital Markets Limited</b> (Transferor Company standing amalgamated as on date)	65,49,125 8.19 %	NIL	NIL
b.2	<b>Kutir Udyog Kendra (India) Limited</b> (Transferor Company standing amalgamated as on date)	5,21,000 0.65 %	NIL	NIL

**For Paramsukh Properties Pvt. Ltd.**

PARAMSUKH PROPERTIES (P) LTD.

*Laxmi Kant Parwa*

**Laxmi Kant Parwa**

**Director**

Director

**DIN: 03533525**

Form No. CAA.7

[Pursuant to section 232 and rule 20]

IN THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH

CP (CAA) NO. 58/KB/2023

CONNECTED WITH

CA (CAA) NO. 170/KB/2022

In the Matter of the Companies Act, 2013 -Section 230(6)read with Section232(3)

And

In the Matter of:

An Application under Section 230 to 232 and other applicable provisions of the Companies Act 2013 read with Companies (Compromise, Arrangement and Amalgamation) Rules, 2016;

And

In the Matter of:

**PARAMSUKH PROPERTIES (P) LTD**, a Private Company incorporated under the provisions of Companies Act, 1956 and its registered office at Raja Road, P.O. Sukchar, 24 Parganas (N) Kolkata - 700115, within the aforesaid jurisdiction and having CIN U70101WB1986P1C641607 and PAN AABCP9050D;

..Transferee Company / Petitioner Company No. 1

And

In the Matter of :

**KUTIR UDYOG KENDRA (INDIA) LIMITED**, a Company incorporated under the provisions of Companies Act, 1956 and its registered office at 58/3 Biplabi Rash Behari Basu Kolkata-700001, within the aforesaid jurisdiction and having CIN U51909WB1989PLC046530 and PAN AABCK2529C;

In the Matter of:

**VINTAGE CAPITAL MARKETS LTD**, a Company incorporated under the provisions of Companies Act, 1956 and its registered office 58/3, B.R.B. Basu Road,

COMPARED
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PARAMSUKH PROPERTIES (P) LTD.

*Naxmi Kanti Pasua*  
Director



Kolkata - 700001, within the aforesaid jurisdiction and having CIN U67110WB1995PLC070697 and PAN AAACV7746B;

..Transferor Companies/ Petitioner  
Companies

And

In the Matter of :

1. PARAMSUKH PROPERTIES (P) LTD
2. KUTIR UDYOG KENDRA (INDIA) LIMITED
3. VINTAGE CAPITAL MARKETS LTD

**Order Under Sections 230 and 232 of the Companies Act, 2013**

The above Company Petition coming on for further hearing on the 10<sup>th</sup> October, 2023 and upon hearing the advocate appearing for the Petitioners and upon hearing Deputy Director of Regional Directorate, Eastern Region representing the Central Government the final order was passed on the 07<sup>th</sup> November, 2023.

1. The instant petition has been filed under Section 230(6) read with Section 232(3) of the Companies Act, 2013 ("Act") for sanction of the Scheme of Amalgamation of KUTIR UDYOG KENDRA (INDIA) LIMITED (KUKL/Transferor Company1) and VINTAGE CAPITAL MARKETS LTD (VCML/Transferor Company 2) with PARAMSUKH PROPERTIES (P) LTD (PPPL / Transferee Company) and their respective shareholders and creditors, whereby and whereunder the Transferor Companies is proposed to be amalgamated with the Transferee Company from the Appointed Date, i.e. 01.04.2022 in the manner and on the terms and conditions stated in the said Scheme of Amalgamation.
2. The Petition has now come up for final hearing. Counsel for the Petitioners submits as follows:-

COMPARED

*Kolita*

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PARAMSUKH PROPERTIES (P) LTD.

*James Kanti Pasua*  
Director



- (a) The Scheme was approved unanimously by the respective Board of Directors of Petitioner Companies at their meetings held on 30<sup>th</sup> September, 2022 respectively.
- (b) The circumstances which justify and/or have necessitated the Scheme and the benefits of the same are, inter alia, as follows:-
- i. PPPL (Transferee Company) is engaged in the business of real estate activities and other business as stated in its Memorandum of Association of the Company. All the Transferor Companies are engaged in the business of Wholesale trading and other businesses as stated in its Memorandum of Association, Therefore, the amalgamation of Transferor Companies with the Transferee Company, will combine synergies and enable the amalgamated company to focus on its core business and other connected business
  - ii. PPPL (Transferee Company), KUKL (Transferor Company 1) and VCPL (Transferor Company 2) are closely held company being identical set of shareholders and under similar management group. Therefore, the amalgamation of Transferor Companies with the Transferee Company will combine synergies and enable the amalgamated company to focus on its business. Further by the proposed Scheme of Amalgamation the shareholdings of the Transferee Company will be simplified and financial resources of all the companies will be conveniently merged and pooled together leading to a more effective and centralized management and reduction of administrative and manpower expenses, overheads and multiple record keeping, thus resulting in cost savings.
  - iii. The proposed merger will also result in the larger pool of various resources as well as manpower and will create a synergy, which will enable the Transferee Company to grow and prosper at a faster pace;
  - iv. The proposed scheme will lead to the benefits of Operating and Financial Synergies. The financial, managerial, technical resources, and personnel's capabilities, skills, expertise etc. of Transferor Companies, pooled in the

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PARAMSUKH PROPERTIES (P) LTD.

Naxmi Kant Paswa

Director

Transferee Company, will lead to increase in the size, competitive strength, cost reduction and efficiencies, productivity, and logistic advantages, thereby will enhance the credit worthiness, contribute to the future growth and better cash flow management.

- v. The proposed scheme will result in reduction in overheads and other expenses, reduction in administrative and procedural work, eliminate duplication of work, better and more productive utilization of various resources and will enable the undertakings concerned to affect internal economies and optimize productivity. The proposed scheme will optimize legal entity structure by eliminating crossholding and reducing the number of legal entities thereby further rationalizes management and administrative structure which will help in more efficient management;
  - vi. The proposed Scheme will contribute in furthering and fulfilling the objects of the company concerned and enabling the optimum growth and development of their combined business;
  - vii. The proposed scheme will optimize/simplify legal corporate structure by eliminating crossholding, reducing the number of legal entities and reorganizing the legal entities in the group structure.
  - viii. The proposed Scheme will thus have beneficial results for all the companies and will lead to significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out.
- (c) The Statutory Auditors of the Transferee Company have by their certificates dated 01.10.2022 confirmed that the accounting treatment in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Companies Act, 2013.
- (d) No proceedings are pending under Sections 210 to 227 of the Companies Act, 2013 against the Petitioner(s).

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PARAMSUKH PROPERTIES (P) LTD.

*Narain Kumar Panwar*  
Director

- (e) The exchange ratio of shares in consideration of the Amalgamation has been fixed on a fair and reasonable basis and on the basis of the Report thereon of Anil Kumar Gupta, Registered Valuer- (SFA)
- (f) The shares of the Petitioner Companies are not listed on any specified stock exchanges.
- (g) By an order dated 07<sup>th</sup> February, 2023 in Company Application (CAA) 170/KB / 2022, this Tribunal made the following directions with regard to meeting(s) of shareholders and creditors under Section 230(1) read with Section 232(1) of the Act;
- i. **Meeting(s) dispensed:** Meeting(s) of the Equity Shareholders, Unsecured Creditors of the Applicant Company No. 1, 2 and 3 are dispensed with under section 230(1) read with section 232 (1) of the Act. Meeting of the Secured Creditor of Applicant No. 2 & 3 not required to be held in view of NIL secured Creditors. Meeting of the Debenture holders of Applicant Company No. 1, 2 & 3 not required to be held in view of NIL Debenture holders.
- ii. **Meeting(s) directed to be held:** A meeting of the Secured Creditors of the PARAMSUKH PROPERTIES (P) LTD (Transferee Company) were directed to be held through VC/OAVM and/or physically on 18<sup>th</sup> March, 2023 at 113, Park Street, Poddar Point, North Block 2<sup>nd</sup> Floor, Kolkata 700016 at 11:00 A.M., in accordance with the framework provided therefore in the Ministry of Corporate Affairs General Circular No. 14/2020 dated 8<sup>th</sup> April, 2020, as extended from time to time.
- (h) The said meeting were duly held on 18<sup>th</sup> March, 2023 as directed. The said meeting duly approved the Scheme by unanimously.
- (i) Consequently, the Petitioner(s) presented the instant petition for sanction of the Scheme. By an order dated 11.05.2023, the instant petition was admitted by this Tribunal and fixed for hearing on 13.07.2023 upon issuance of notices to the Statutory / Sectoral Authorities and advertisement of date of hearing. In

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*Kolita*



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*James Kund...*  
Director

compliance with the said order dated 11.05.2023, the Petitioner(s) have duly served such notices upon the following statutory authorities:

Company	Name of Statutory Authorities	Mode of Services	Date of Services
<b>Hand Delivery/ Speed Post</b>			
All Petitioner Companies	Regional Director, ER	Hand Delivery	05.06.2023
	Registrar of Companies, WB	Hand Delivery	05.06.2023
	Official Liquidator, Kolkata	Hand Delivery	06.06.2023
	Income Tax authority having jurisdiction over the Petitioner Companies	Speed Post & Hand Delivery	03.06.2023 (delivered on 05.06.2023)  & 08.06.2023
<b>BY ELECTRONIC MAIL</b>			
All Petitioner Companies	Regional Director, ER	E-mail	06.06.2023
	Registrar of Companies, WB	E-mail	06.06.2023
	Official Liquidator, Kolkata	E-mail	06.06.2023
	Income Tax authority having jurisdiction over the Petitioner Companies	E-mail	06.06.2023

- (j) The Petitioner(s) have also published such advertisements once each in the "Financial Express" in English and "Aajkal" in Bengal on 02.06.2023, both having circulation in the State of West Bengal. An affidavit of compliance in this regard has also been filed by them along with speed post receipts through which notices were served upon the necessary statutory authorities was

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PARAMSUKH PROPERTIES (P) LTD.

*Naxmi Kund*  
Director

submitted to the Hon'ble Tribunal on 08.06.2023 through NCLT Portal and served the same physically to the Hon'ble National Company Law Tribunal on 12.06.2023.

(k) All statutory formalities requisite for obtaining sanction of the Scheme have been duly complied with by the Petitioners. The Scheme has been made bona fide and is in the interest of all concerned.

3. Pursuant to the said advertisements and notices, the Regional Director, Ministry of Corporate Affairs, Kolkata ("RD") and Official Liquidator, High Court at Calcutta, have filed their representation before this Tribunal.

4. The Official Liquidator has filed his report dated 06<sup>th</sup> July, 2023 and concluded as under:-

"That the Official Liquidator has not received any complaint against the proposed Scheme of Amalgamation from any person/party interested in the Scheme in any manner till the date of filing of this Report."

"That the Official Liquidator on the basis of information submitted by the Petitioner Companies is of the view that the affairs of the aforesaid Transferor Companies do not appear to have been conducted in a manner prejudicial to the interest of its members or to public interest as per the provisions of the Companies Act, 1956/the Companies Act, 2013 whichever is applicable."

5. The Regional Director (Eastern Region), Ministry of Corporate Affairs, Kolkata has filed his reply affidavit dated 11.07.2023 ("RD affidavit") which has been dealt with by the Petitioner(s) by their Rejoinder affidavit dated 11.07.2023 ("Rejoinder"). The observations of the RD and responses of the Petitioner(s) are summarized as under:-

(I) Paragraph No. 2(b) of RD Affidavit states that the petitioner companies provide list/details of Assets, if any.

Paragraph No. 4(ii) of Rejoinder states that "list / details of assets in form CAA 7 shall be submitted upon sanctioning of the scheme of Amalgamation by the Hon'ble National Company Law Tribunal, Kolkata Bench. However all the assets i.e. Current Assets includes inventories, Trade receivables, Cash and Cash equivalents, short term loan and

COMPARED

*John*



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PARAMSUKH PROPERTIES (P) LTD.

*Narain Kumar Parashar*  
Director

advances (if any) and Non-Current Assets includes Non-Current investments, Deferred tax assets(net), Long term loans and advances (if any) of the Transferor Companies as on appointed date shall be transferred and merged with Transferee Company.”

- (II) *Paragraph No. 2(c) of RD Affidavit states that the petitioner companies should undertake to comply with the provision of section 232(3) (i) of the Company Act, 2013, if applicable, through appropriate affirmation.*

Paragraph No. 4(iii) of Rejoinder states that “if the Authorized Share Capital is enhanced to an amount by which after set-off of fees paid by the Transferor Companies on enhanced Authorized Share Capital is payable by the Transferee Company then it will be paid as per the provisions of Section 232(3)(i) of the Companies Act, 2013 read with relevant applicable Rules and other applicable provisions of the Act, as per clause 4.7 of the said Scheme of Amalgamation of KUTIR UDYOG KENDRA (INDIA) LIMITED (KUKL) (hereinafter referred to as the “Transferor Company 1”) and VINTAGE CAPITAL MARKETS LTD (VCML) (hereinafter referred to as the “Transferor Company 2”) with PARAMSUKH PROPERTIES (P) LTD (PPPL) (hereinafter referred to as the “Transferee Company”).

- (III) *Paragraph No. 2(d) of RD Affidavit states that the Transferee Company should be directed to pay applicable stamp duty on the transfer of the immovable properties from the Transferor Company to it.*

Paragraph No. 4(iv) of Rejoinder states that “the Transferee Company undertakes to pay applicable stamp duty on the transfer of immovable properties, if any.”

- (IV) *Paragraph No. 2(e) of RD Affidavit states that the Petitioner Companies submits that the Petitioner Companies undertakes that Scheme enclosed to the Company Application and Company Petition are one and the same and there are no discrepancy / changes made.*

Paragraph No. 4(v) of Rejoinder states that “the Petitioner Companies undertakes that Scheme enclosed to the Company Application and Company Petition are one and the same and there are no discrepancy/ changes made.

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Rohit



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PARAMSUKH PROPERTIES (P) LTD.

Naxmi Kant Bhowmik  
Director

- (V) *Paragraph No. 2(f) of RD Affidavit states that the Income tax Department vide its letter No. ITO/ Ward- 4(4)/ Kol/ Amalgamam/2022-23/212 dated 10/03/2023 in respect of KutirUdyog Kendra India Limited (Transferor Company) wherein stated that outstanding demand of Rs. 3,608/- A.Y. 2003-04 and Rs. 3,237/- for A.Y. 2010-11 have been paid on 02/03/2023 through challan and they have no objection over the assessee company in the said amalgamation matter.*

**Paragraph No. 4(vi) of Rejoinder** states that it is hereby stated that this is matter of record.

6. Heard submissions made by the Ld Counsel appearing for the Petitioner, RD. Upon perusing the records and documents in the instant proceedings and considering the submissions, we allow the petition and make the following orders:-

### THIS TRIBUNAL DOTH ORDER

- (a) the Scheme of Amalgamation as annexed in Annexure A-1, hereto be sanctioned by the Tribunal as to be binding with effect from 1st day of April 2022 on KUKL(Transferor Company 1), VCML (Transferor Company 2) and PPPL (Transferee Company) and their Shareholders and all concerned;
- (b) all the properties, rights and interest of the Transferor Company be transferred to and vested in without further act or deed in Transferee Company and accordingly the same shall pursuant to Section 230-232 of the Companies Act, 2013 and read with Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 be transferred to and vested in the Transferee Company for all the estate and interest of the Transferor Companies but subject nevertheless to all charges, now affecting the same;
- (c) all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 230-232 of the Companies Act, 2013 and read with Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 be transferred to and become the liabilities and duties of the Transferee Company;

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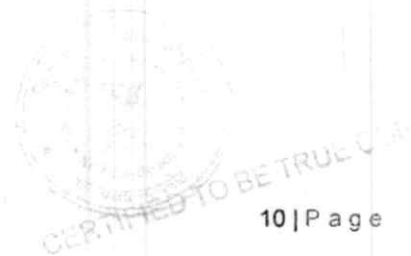
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PARAMSUKH PROPERTIES (P) LTD.  
Naxmi Kant Parmer  
Director



- (d) all the employees of the Transferor Company shall be engaged by the Transferee Company.
  - (e) all the proceedings and/or suit appeals now pending by or against the Transferor Company shall be continued by or against the Transferee Company;
  - (f) the Transferee Company do issue and allot to the shareholders of the Transferor Company as envisaged in the said Scheme of Amalgamation and for that, if necessary, to increase the Authorized Share Capital;
  - (g) leave be granted to the Petitioner to file the Schedule of Assets of the Transferor Company in the form as prescribed in the Schedule to Form No.CAA7 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 within three weeks from the date of the Order to be made herein;
  - (h) all the transferor Companies shall stand dissolved without winding up upon the scheme coming into effect;
  - (i) All the Applicant Companies shall within 30 days after the date of obtaining the certified copy of the Order to be made herein, cause Certified Copies of this Order to be delivered to the Registrar of Companies/ West Bengal for registration respectively;
  - (j) Any person interested be at liberty to apply to this Hon'ble Tribunal in the above matter for any direction that may be necessary
7. The Petitioner(s) shall supply legible print out of the scheme and schedule of assets in acceptable form to the registry and the registry will append such printout, upon verification to the certified copy of the order.
8. Company Petition (CAA) No.58/KB/2023 connected with CA (CAA) No 170/KB/2022 is disposed of accordingly.

COMPARED

*Rehmat*



PARAMSUKH PROPERTIES (P) LTD.

*Naxmi Kant Pariser*  
Director

**Witness:**

Ms. Bidisha Banerjee, the Hon'ble Member (Judicial) and Shri Arvind Devanathan, the Hon'ble Member (Technical) at Kolkata aforesaid on the 07<sup>th</sup> November, 2023.

Ms. Urvi Sanghi, PCS for the petitioners.

Mr. Sudhir Kapoor, JD from the office of RD (ER).

Schedule of Assets

First Part-I

(As per Annexure)

Second Part-II

(As per Annexure)

Third Part-III

(As per Annexure)

*Bidisha Banerjee*  
22.11.2023

**Deputy Registrar**  
National Company Law Tribunal  
Kolkata Bench

Dated, the 22<sup>nd</sup> day of November, 2023



**COMPARED**

*Noted by*



PARAMSUKH PROPERTIES (P) LTD.

*Arvind Devanathan*  
Director

SCHEME OF AMALGAMATION  
UNDER SECTION 230 AND 232  
OF  
THE COMPANIES ACT, 2013, AS APPLICABLE  
AND  
COMPANIES (COMPROMISES, ARRANGEMENTS  
AND AMALGAMATIONS) RULES, 2016  
OF  
KUTIR UDYOG KENDRA (INDIA) LIMITED  
(Transferor Company no.1)  
AND  
VINTAGE CAPITAL MARKETS LTD  
(Transferor Company no.2)  
WITH  
PARAMSUKH PROPERTIES (P) LTD  
(Transferee Company)

1. PREAMBLE

1.1 DESCRIPTION OF THE TRANSFEREE COMPANY

1.1.1 PARAMSUKH PROPERTIES (P) LTD (PPPL / Transferee Company) is a Private Company originally incorporated under the provisions of Companies Act, 1956 as Company limited by shares on 10<sup>th</sup> December, 1986. The registered office of the Company is presently situated at Raja Road, P.O. Sukchar, 24 Parganas (N) Kolkata - 700115 in the State of West Bengal. The Corporate Identification Number of the Company is

Kutir Udyog Kendra (I) Ltd. PARAMSUKH TRUF... VINTAGE... LTD...



*[Signature]*  
Director

PARAMSUKH PROPERTIES (P) LTD.

*[Signature]*  
Director

U70101WB1986PTC041607. The Permanent Account Number of the Company is AABCP9050D.

1.1.2 The Present Directors of the PPPL (Transferee Company) are as follows:-

**A. DINESH KUMAR PANDEY**

S/O, SWAMI SARAN PANDEY,  
5, NANDO GHOSH ROAD  
HOWRAH-711101

**B. LAXMI KANT PARWA**

S/O KEDAR NATH PARWA,  
174, RAMKRISHNAPUR LANE, NEAR PALLI MATH,  
HOWRAH-711102

**C. BHARAT KOSHIK**

S/O SATYENDRA KUMAR KOSHIK,  
FLAT NO. 1, KAUL APARTMENTS 39  
NEW DELHI-110054

1.1.3 PPPL (Transferee Company) has been incorporated with, inter alia, the following main objects:

- i. To carry on the business of properties and to acquire by purchase, lease, exchange, or otherwise and to develop lands, buildings and hereditaments of any tenure or description, whatsoever, and any estate or interest therein within India, or outside India in any part of the world and any rights over or connected with the land whether belonging to the Company or not and to turn the same to account as may seem expedient, and in particular by preparing building sites, by constructing, reconstructing, altering, improving, decorating, furnishing, and maintaining offices, Flats, Houses, Factories, Warehouses, Shops, Workshops, Building, Works, and convenience of all kinds, and by consolidating or connecting, subdividing

ॐ श्री गणेशाय नमः  
ॐ श्री गणेशाय नमः

ॐ श्री गणेशाय नमः



*[Signature]*  
Director

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For VINTAGE CAPITAL MARKETS (SI)

properties and by letting out, leasing and disposing of the same in any manner, whatsoever, in whole or partwise.

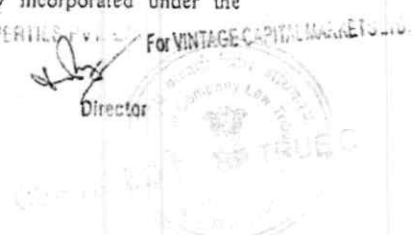
- ii. To carry on the business of builders, contractors, dealer in any manufacturers of prefabricated and precast houses, buildings and erections and materials, tools, implements, machinery and metalware in connection therewith or incidental thereto and to carry on any other business that is customarily, usually and conveniently carried on therewith.
- iii. To act as consultants and advisors and to assist on all aspects of corporate, commercial and industrial management including manufacturing, marketing, purchase, personnel, advertising, public relations, taxation, technology, Insurance, quality control, computer applications software, productivity, research and development, import and export, Industrial relations and to undertake project evaluation, feasibility studies, project report, forecast and surveys etc.
- iv. To carry on the business of buyers, sellers, brokers, buying agents, selling agents, commission agents, factors, distributors, stockists, agents, traders, exporters, importers and suppliers of and dealers in all kinds and forms of Aluminium Brass, copper, Zinc and all other types of non-ferrous metals, alloys, sheets, castings, wires, rolling materials used for industrial, agriculture, construction or any any other purpose whatsoever.

## 1.2 DESCRIPTION OF TRANSFEROR COMPANY 1

### 1.2.1 KUTIR UDYOG KENDRA (INDIA) LIMITED (KUKL / Transferor

Company 1) is a Limited Company originally incorporated under the Kutir Udyog Kendra (I) Ltd. PARAMSUKH PROPERTIES PVT. LTD.

  
Director



provisions of Companies Act, 1956 as Company limited by shares on 23<sup>rd</sup> March, 1989. The registered office of the Company is presently situated at 58/3 Biplabi Rash Behari Basu Kolkata -700001 in the State of West Bengal. The Corporate Identification Number of the Company is U51909WB1989PLC046530. The Permanent Account Number of the Company is AABCK2529C.

1.2.2 The Present Directors of the KUKL (Transferor Company 1) are as follows:-

**A. DINESH KUMAR PANDEY**

S/O, SWAMI SARAN PANDEY,  
5, NANDO GHOSH ROAD  
HOWRAH-711101

**B. LAXMI KANT PARWA**

S/O KEDAR NATH PARWA,  
174, RAMKRISHNAPUR LANE, NEAR PALLI MATH,  
HOWRAH-711102

**C. SHIVANSHU JHUNJHUNWALA**

S/O VIKRAM JHUNJHUNWALA  
SUNDIP 9 PRETORIA STREET, PO - MIDDLETON ROW  
KOLKATA-700071

**D. BHARAT KOSHIK**

S/O SATYENDRA KUMAR KOSHIK  
FLAT NO. 1, KAUL APARTMENTS 39  
NEW DELHI-110054

1.2.3 KUKL (Transferor Company 1) has been incorporated with, inter-alia, the following main objects:

- i. To acquire and take over as a going concern the partnership business being carried on by M/s. Kutir Udyog Kendra, Calcutta, or elsewhere together with all assets and liabilities

Kutir Udyog Kendra (A) and (B) and (C) and (D) and (E) and (F) and (G) and (H) and (I) and (J) and (K) and (L) and (M) and (N) and (O) and (P) and (Q) and (R) and (S) and (T) and (U) and (V) and (W) and (X) and (Y) and (Z)



*[Signature]*  
Director

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including stock-in-trade, goodwill, licence privileges in connection therewith and to acquire and takeover as going concern all other business of the said firm M/s. Kutir Udyog Kendra, Calcutta, including all contracts forwarded or undertaken by the firm to buy, sell, import, export all type of Aluminium products and other non-ferrous metals in connection therewith and with a view thereto adopt the agreement in order to perform and fulfil the condition thereof.

- ii. To carry on the business of buyers, sellers, brokers, buying agents, selling agents, commission agents, factors, distributors, stockists, agents, traders, exporters, importers and suppliers of and dealers in all kind and form of Aluminium Brass, Copper Zinc, and all other types of non-ferrous metals, alloys, sheets, castings, wires, rolling materials used for Industrials, agricultural, construction or any other purpose whatsoever.

### 1.3 DESCRIPTION OF TRANSFEROR COMPANY 2

#### 1.3.1 VINTAGE CAPITAL MARKETS LTD (VCML/ Transferor Company 2)

is a Limited Company originally incorporated under the provisions of Companies Act, 1956 as Company limited by shares on 31<sup>st</sup> March, 1995. The registered office of the Company is presently situated at 58/3, B.R.B. Basu Road, Kolkata 700001 in the State of West Bengal. The Corporate Identification Number of the Company is U67110WB1995PLC070697. The Permanent Account Number of the Company is AAACV7746B.

PARAMSUKH ESTATE ETC. LTD.  
Kutir Udyog Kendra (I) Ltd.

*[Signature]*  
Director





1.3.2 The Present Directors of the VCML (Transferor Company 2) are as follows:-

**A. DINESH KUMAR PANDEY**

S/O, SWAMI SARAN PANDEY,

5, NANDO GHOSH ROAD

HOWRAH-711101

**B. SHIVANSHU JHUNJHUNWALA**

S/O. VIKRAM JHUNJHUNWALA

SUNDIP 9 PRETORIA STREET, PO - MIDDLETON ROW

KOLKATA-700071

**C. MAHESH KUMAR JHUNJHUNWALA**

S/O. SHYAM SUNDAR JHUNJHUNWALA

3/5, MUNSI JELLAR RAHIM LANE, NANDI BAGAN, SALKIA,

HOWRAH-711106

**D. BHARAT KOSHIK**

S/O SATYENDRA KUMAR KOSHIK

FLAT NO. 1, KAUL APARTMENTS 39

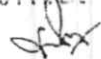
NEW DELHI-110054

1.3.3 VCML (Transferor Company 2) has been incorporated with, interalia, the following main objects:

- i. To undertake and carry on the business of Money Market and Investors by Investment in various avenues like growth funds, Income, risk funds, risk funds, pension/superannuation funds etc. to act as Portfolio managers and to pass on the benefits of such investments to the Investors by way dividends, bonus, interest or share in

Kutir Udyog Kendra (P) Ltd. PARAMSUKH PROPERTIES PVT. LTD.

For VINTAGE CAPITAL MARKETS L.

  
Director



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profit etc. and to provide a complete range of personal financial service like investment planning, estate planning, tax planning, portfolio investment, investment consultancy services and/or to operate on the stock exchange in India, over the Counter Exchange of India (OTCEI) and National Stock Exchange as Member broker, Stock Broker or Financial Intermediary and in any other business for which authorisation/approval/sanction is required/obtained from the Securities and Exchange Board of India (SEBI) or any other appropriate authority.

- ii. To act as Merchant Bankers, Portfolio Managers, Underwriters, Consultants and advisors in connections with various capital market instruments and to act as investment Consultants and Management advisors to individuals, Firms, Corporate bodies and other legal entities and to act as a lead Managers, Co Managers to issue of shares, stocks, bonds, Debentures, commercial papers or other securities etc issued by bodies corporates, other industrial undertakings, Government or Semi-Governments Authority or Public Authority or Government undertaking or Corporation and/or to undertake venture capital funding, Project Financing, Promoters Funding, Funding of shares stocks, bonds, Debentures or of the securities and to carry on the business of foreign exchange broking, dealing in securities, licences, import and export entitlement certificates, scrips and other similar instruments

Kutir Udyog Kendra (I) Ltd.

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FOR FINANCIAL ...



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and to act as registrars and transfer agents of shares and securities.

#### 1.4 RATIONALE FOR THE SCHEME

- i. PPPL (Transferee Company) is engaged in the business of real estate activities and other business as stated in its Memorandum of Association of the Company. All the Transferor Companies are engaged in the business of Wholesale trading and other businesses as stated in its Memorandum of Association. Therefore, the amalgamation of Transferor Companies with the Transferee Company, will combine synergies and enable the amalgamated company to focus on its core business and other connected business.
- ii. PPPL (Transferee Company), KUKL (Transferor Company 1) and VCPL (Transferor Company 2) are closely held company being identical set of shareholders and under similar management group. Therefore, the amalgamation of Transferor Companies with the Transferee Company will combine synergies and enable the amalgamated company to focus on its business. Further by the proposed Scheme of Amalgamation the shareholdings of the Transferee Company will be simplified and financial resources of all the companies will be conveniently merged and pooled together leading to a more effective and centralized management and reduction of administrative and manpower expenses, overheads and multiple record keeping, thus resulting in cost savings,

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Kurki Udyog Kendra (1) Ltd.

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- iii. The proposed merger will also result in the larger pool of various resources as well as manpower and will create a synergy, which will enable the Transferee Company to grow and prosper at a faster pace;
- iv. The proposed scheme will lead to the benefits of Operating and Financial Synergies. The financial, managerial, technical resources, and personnel's capabilities, skills, expertise etc. of Transferor Companies, pooled in the Transferee Company, will lead to increase in the size, competitive strength, cost reduction and efficiencies, productivity, and logistic advantages, thereby will enhance the credit worthiness, contribute to the future growth and better cash flow management.
- v. The proposed scheme will result in reduction in overheads and other expenses, reduction in administrative and procedural work, eliminate duplication of work, better and more productive utilization of various resources and will enable the undertakings concerned to affect internal economies and optimize productivity. The proposed scheme will optimize legal entity structure by eliminating crossholding and reducing the number of legal entities thereby further rationalizes management and administrative structure which will help in more efficient management.
- vi. The proposed Scheme will contribute in furthering and fulfilling the objects of the company concerned and enabling the optimum growth and development of their combined business.

Kutir Udyog Kendra (I) PARAMSUKH PROPERTIES PVT. LTD.

For VINTAGE CAPITAL MARKETS



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vii. The proposed scheme will optimize/simplify legal corporate structure by eliminating crossholding, reducing the number of legal entities and reorganizing the legal entities in the group structure.

viii. The proposed Scheme will thus have beneficial results for all the companies and will lead to significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out.

ix. None of the Directors of any of the applicant companies have any material interest in the said scheme of amalgamation except as Directors and shareholders in general and the extent of which will appear in the Registrar of Director's share holding maintained by the respective Applicant Companies

x. The proposed Scheme will contribute in furthering and fulfilling the objects of the company concerned and enabling the optimum growth and development of their combined business.

xi. The proposed Scheme will thus have beneficial results for all the companies and will lead to significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out;

xii. The Scheme of Amalgamation neither provide (contain any clause) for any kind of restructuring of Corporate Debt nor for any sort of reduction of share capital of the Transferor Companies and/or Transferee Company.

Kutir UCPS

Director



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## PARTS OF THE SCHEME

This Scheme of Amalgamation is divided into the following parts:

- i. PART I deals with the definitions, interpretations and share capital;
- ii. PART II deals with amalgamation of Transferor Companies with Transferee Company
- iii. PART III deals with general terms and conditions Applicable to this Scheme.

### PART I

IN CONSIDERATION OF THE RECIPROCAL PROMISES THIS SCHEME BETWEEN THE TRANSFEROR COMPANIES AND THE TRANSFEEE COMPANY AND THEIR RESPECTIVE SHAREHOLDERS, CREDITORS (SECURED AND UNSECURED) IS BEING PROPOSED IN ACCORDANCE WITH THE TERMS SET OUT HEREUNDER:

#### 2. DEFINITIONS AND INTERPRETATIONS:

In this Scheme, unless the context otherwise requires, the following expression shall have the following meanings:

- 2.1 "Act" means the Companies Act, 2013 and shall include rules, any statutory modification, re-enactment or amendments thereof from time to time;
- 2.2 "Appointed Date" means 1st April, 2022 or such other date as the National Company Law Tribunal, Kolkata Bench and/or Appropriate Authorities having the jurisdiction may direct / fix;
- 2.3 "Appropriate Authorities" means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or department or judicial body or authority including but not limited

Kutir Udyog Kendra (B) Ltd.

PARAMSUKH PROPERTIES PVT. LTD.

  
Director



to Registrar of Companies, Regional Director, Official Liquidator, National Company Law Tribunal or any other Court having jurisdiction.

- 2.4 "Assets" in relation to Transferor Companies mean Fixed Assets, Investments, Current Assets, Loan and Advances, Miscellaneous Expenditure, debit balance in Profit and Loss account and any other Assets as per the books of the Transferor Companies as at 31st March, 2022;
- 2.5 "Accounting Standard" or "AS" or "Indian Accounting Standards" or "Ind AS" means standards of accounting or any addendum thereto and as amended from time to time, as may be notified by the Central Government through Ministry of Corporate Affairs in consultation with the National Advisory committee and shall include National Financial Reporting Authority, as may be Applicable.
- 2.6 "Board" means the Board of Directors of any of PPPL, KUKL and VCML as the case may be, and shall include a duly constituted Committees thereof;
- 2.7 "Companies (Compromises, Arrangements and Amalgamations) Rules 2016" means the Companies (Compromises, Arrangements and Amalgamations) Rules 2016 and shall include rules, any statutory modification, re-enactment or amendments thereof from time to time;
- 2.8 "Central Government" or "Regional Director" means the Office of Hon'ble Regional Director at Eastern Region, Kolkata covering the Jurisdiction of West Bengal that has been duly constituted under the Act and having jurisdiction over the Transferor and Transferee Companies also.
- 2.9 Effective Date" or "Upon the scheme becoming effective" means the later of the dates on which certified copies of the order of the National Company Law

Kutir Udyog Kendra (I) Ltd.

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For VINTAGE CAPITAL MARKETS LTD.

Director



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Tribunal, Kolkata Bench and/or Appropriate Authorities having the jurisdiction sanctioning the scheme are filed with Registrar of Companies, Kolkata;

2.10 "Indian GAAP" means and refers to the generally accepted accounting principles as Applicable in India, including inter-alia accounting standards and other authoritative pronouncements issued by the Institute of Chartered Accountants of India, or such other body or person having a right under Applicable laws to issue such accounting standards and other authoritative pronouncements.

2.11 "NCLT" or "Tribunal" means the National Company Law Tribunal under the Companies Act, 2013.

2.12 "Order" means the Order of the National Company Law Tribunal, Kolkata, Bench or Appropriate Authorities having the jurisdiction sanctioning the Scheme of Amalgamation.

2.13 "Official Liquidator" means the Office of Hon'ble Official Liquidator, High Court at Kolkata covering the jurisdiction of West Bengal that has been duly constituted under the Act and having jurisdiction over the Transferor and Transferee Companies also.

2.14 "Proceedings" includes any suit, appeals or any legal proceedings of whatsoever nature, in any Tribunal of Law of Tribunal or any judicial or quasi judicial body or any arbitration proceedings;

2.15 "Record Date" means the date to be fixed by the Board of Directors of the Transferee Company for the purpose of issue of shares of the Transferee

Kutir Udyog Kendra (U) Ltd. PARAMSUKH PROPERTIES PVT. LTD. For VINTAGE CAPITAL MARKETS LTD.



*[Handwritten Signature]*  
Director



Company to the shareholders of the Transferor Companies in terms of the scheme of Amalgamation;

2.16 "Rules" means the Companies (Compromises, Arrangements and Amalgamations) Rules 2016 as applicable and/or shall include any statutory modification, amendment, re-enactment or amendment thereof for the time being in force;

2.17 "Registrar of Companies" means the Office of Hon'ble Registrars of Companies (ROC) at Kolkata as appointed under Section 609 of the Companies Act covering the Jurisdiction of West Bengal that has been duly constituted under the Act and having jurisdiction over the Transferor and Transferee Companies also.

2.18 "Transferee Company" means "PPPL" and /or PARAMSUKH PROPERTIES (P) LTD is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Raja Road, P.O. Sukchar, 24 Parganas (N) Kolkata - 700115, West Bengal.

2.19 "Transferor Company 1" means "KUKL" and/or KUTIR UDYOG KENDRA (INDIA) LIMITED is a Public Company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 58/3 BIPLABI RASH BEHARI BASU KOLKATA -700001.

2.20 "Transferor Company 2" means "VCML" and /or VINTAGE CAPITAL MARKETS LTD is a Private Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 58/3, B.R.B. Basu Road, Kolkata WB 700001, West Bengal.

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For VINTAGE CAPITAL MARKETS LTD.

Kutir Udyog Kendra (I) Ltd.

  
Director



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2.21 "Scheme" or "the Scheme" or "this Scheme" means the Scheme of Amalgamation in its present form as approved by the Board of Directors of the Transferor Companies and Transferee Company subject to such modification(s) made under the Clause 11 of this Scheme as the Registrars of Companies (ROC) at Kolkata, or Official Liquidator, High Court at Kolkata or NCLT, Kolkata Bench or Regional Director at Kolkata or Appropriate Authorities having the jurisdiction may impose on the Transferor Companies and Transferee Company respectively and such modifications which the Transferor Companies and Transferee Company may deem necessary subject to the approval of the same by Registrars of Companies (ROC) at Kolkata, or Official Liquidator, High Court at Kolkata or Regional Director at Kolkata or NCLT, Kolkata Bench or Appropriate Authorities having the jurisdiction;

2.22 "Undertaking of Transferor Companies" or "Undertaking" shall mean and include the followings:

- A. All the assets, properties (whether movable or immovable, tangible or intangible, real or personal, present, future or contingent), current assets, etc. of the Transferor Companies;
- B. Without prejudice to the generality of the foregoing mentioned hereinabove, the term "Undertaking of Transferor Companies" shall also include the entire business which is being carried out under the name and style of Transferor Companies and shall include the advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorizations, benefits, capital work-in-progress, concessions, leases, rights and assets, industrial and intellectual property rights of any nature whatsoever and licenses in respect thereof, intangibles, shares, investments, leasehold rights, liberties, patents, permits, powers of every kind, nature and description whatsoever, privileges, quota rights,

Kutir Udyog Kendra (K) ...

PARAMSUKH PROPERTIES

FOR VENTURE CAPITAL

Director



registration, reserves, and all properties, movable and immovable, real, corporeal or incorporeal, wheresoever situated, right to use and avail of telephones, telexes, facsimile, connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, trade names, all other utilities held by Transferor Companies or to which Transferor Companies are entitled to on the Appointed Date and sundry debtors, cash and bank balances, loans and advances, all debts and liabilities, including without limiting to secured and unsecured debts, sundry creditors, all earnest moneys and/or deposits including security deposits paid by Transferor Companies and all other interest wheresoever situated, belonging to or in the ownership, power or possession of or in the control of or vested in or granted in favor of or enjoyed by or arising to Transferor Companies provided always that the scheme shall not operate to enlarge the securities for any loan, deposits, or facilities created by or available against the Transferor Companies which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security therefore after the amalgamation has become effective or otherwise.

C. Amounts claimed by the Transferor Companies whether or not so recorded in the books of account of the Transferor Companies from any Governmental Authority, under any law, act or rule in force, as refund of any tax, duty, cess or of any excess payment.

D. 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 Government Authority, and in respect of set off, carry forward

PARAMSUKH PROPERTIES PVT. LTD.

Kutir Udyog Kendra (I) Ltd.

FORWARDED TO THE

Director



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of un-absorbed losses, deferred revenue, expenditure, deduction, exemption, rebate, allowance, amortization benefit, etc. under the Income-tax Act, 1961, or any other or like benefits under the said acts or under and in accordance with any law or act.

- E. All debts (secured and unsecured) if any, liabilities including contingent liabilities, duties, leases of the Transferor Companies and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or utilized. Provided that, any reference in the security documents or arrangements entered into by the Transferor Companies and under which, the assets of the Transferor Companies stand offered, as a Security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to the Transferor Companies only as are vested in the transferee Company by virtue of the Scheme.
- F. All other obligations of whatsoever kind, including liabilities of the Transferor Companies with regard to their employees with respect to the payment of gratuity, pension benefits and the provident fund or compensation, if any, in the event of resignation, death, voluntary retirement or retrenchment.
- G. The scheme as set out herein in its present form or with any modification(s) approved or imposed or directed by the Tribunal shall be effective from the Appointed Date but shall be operative from the Effective Date and shall be in accordance with Section 2(1B) of the Income Tax Act, 1961

2.23 All the expressions, terms and words not defined in this scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning

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ascribed to them under the Act, and other applicable laws, rules, regulations, by-laws, as the case may be or any statutory modifications or re-enactments thereof from time to time. In particular, wherever reference is made to Tribunal / NCLT, the reference would include, if appropriate, reference to such other forum or authority, as may be vested with any of the powers of the Tribunal under the Act.

2.24 In this Scheme, unless the context otherwise requires:-

- (i) Words denoting singular shall include plural and vice versa;
- (ii) Reference in the scheme to "upon the effectiveness of this scheme" or "scheme has become effective" or "coming into effect of this scheme" or "scheme becoming effective" shall mean from Effective Date;
- (iii) Reference to the word "include" or "including" shall be construed without limitation.
- (iv) Reference to document includes an amendment or supplement to, or replacement or novation of, that document;

### 3. SHARE CAPITAL:

3.1 Details of the share capital of PPPL (Transferring Company) as at March 31, 2022 is given below:

Authorized Capital	Amount (INR)
9,50,000 Equity Shares of Rs. 10/- each	95,00,000
Issued and Subscribed Capital	Amount (INR)
6,22,226 Equity Shares of Rs. 10/- each	62,22,260
Issued, Subscribed and Paid-up Capital	Amount (INR)
6,22,226 Equity Shares of Rs. 10/- each	62,22,260

3.2 Details of the share capital of KUKL(Transferor Company 1) as at March

31, 2022 is given below:

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*[Signature]*  
Director



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<b>Authorized Capital</b>	<b>Amount (INR)</b>
9,50,000 Equity Shares of Rs. 10/- each	95,00,000
<b>Issued and Subscribed Capital</b>	<b>Amount (INR)</b>
4,99,900 Equity Shares of Rs. 10/- each	49,99,000
<b>Issued, Subscribed and Paid-up Capital</b>	<b>Amount (INR)</b>
4,99,900 Equity Shares of Rs. 10/- each	49,99,000

3.3 Details of the share capital of VCML(Transferor Company 2) as at March 31, 2022 is given below:

<b>Authorized Capital</b>	<b>Amount (INR)</b>
18,50,000 Equity Shares of Rs. 10/- each	1,85,00,000
<b>Issued and Subscribed Capital</b>	<b>Amount (INR)</b>
18,25,000 Equity Shares of Rs. 10/- each	1,82,50,000
<b>Issued, Subscribed and Paid-up Capital</b>	<b>Amount (INR)</b>
18,25,000 Equity Shares of Rs. 10/- each	1,82,50,000

3.4 DATE OF TAKING EFFECT AND OPERATIVE DATE - The Scheme as set out herein in its present forms or with any modifications and amendments, if any, made shall be effective from the Appointed Date, but shall be operative from the Effective Date;

PART - II

**AMALGAMATION OF TRANSFEROR COMPANIES WITH TRANSFEREE COMPANY**

**4. TRANSFER AND VESTING OF "UNDERTAKINGS:**

The Transferor Companies shall be merged and transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company in the following manner:

4.1. With effect from the Appointed Date and pursuant to the provisions of Section 230 and Section 232 and all other Applicable provisions of the Act

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*[Signature]*  
Director



read with Companies (Compromises, Arrangements and Amalgamations) Rules 2016, all the movable and immovable properties and assets (whether tangible or intangible) of the Transferor Companies comprising, amongst others, all furniture and fixtures, computers / data processing, office equipment, testing equipment, electrical installations, telephones, telex, facsimile and other communication facilities and business licenses, permits, authorizations, approvals, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret or other intellectual property rights, proprietary right, title, interest, contracts, consent, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, without any further act, deed, instrument, matter or thing, be and shall be transferred to and vested in or deemed to have been transferred to and vested in the Transferee Company, as a going concern, so as to become the Undertaking of the Transferee Company. It is clarified that if any assets (estate, claims, rights, title, interest in or authorizes relating to such assets) or any contract, deeds, bonds, agreements, schemes, arrangements or other Instruments of whatever nature in relation to the Undertaking, which the Transferor Companies owns or to which the Transferor Companies is a party and which cannot be transferred to the Transferee Company for any reason whatsoever, the Transferee Company shall hold such asset in trust for the benefit of the Transferee Company in so far as it permissible so to do, till such time as the transfer of such asset is effected in favour of the Transferee Company pursuant to this Scheme, and till such time the Transferee Company shall be entitled to utilize, operate and avail the same for Undertaking without any consideration. The Transferee Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor or depositor that pursuant the order of Regional Director having sanctioned the Scheme, the said person, debtor or depositor should

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pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realize the same is in substitution of the right of the Transferor Companies.

4.2. With effect from the Appointed Date, the existing securities / charges created, if any, over its assets by the Transferor Companies in favour of any banks or financial institutions shall continue as first and exclusive charge of any such banks or financial institutions securities over the assets (both movable and immovable) transferred to be Transferee Company upon amalgamation and the assets so secured shall be clearly identifiable and/of distinguishable. The transfer and/or vesting as aforesaid shall be subject to the existing charges, hypothecation and mortgages, if any, over or in respect of all the aforesaid assets or any part thereof of the Transferor Companies. Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the Transferor Companies and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and / or modification(s) of charge, with the relevant regulatory authority and Governmental Authorities to give formal effect to the above provisions, if required. Provided however, that any reference of any security documents or arrangement, to which the Transferor Companies are a party, to the assets of the Transferor Companies which it has offered or agreed to be offered as security for any financial assistance or obligations, to the secured creditors of the Transferor Companies, shall be construed as reference only to the assets pertaining to the assets of the Transferor Companies as are vested in the Transferee Company by virtue of the aforesaid clause, to the end and intent that such security, mortgage or charge shall not extend or be deemed to extend, to any of the assets or to any of the other units or division of the Transferee Company, unless specifically agreed to by the Transferee Company with such secured

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creditors and subject to the consents and approvals of the existing secured creditors of the Transferee Company. Provided always that the Scheme shall not operate to enlarge the security of any loan, deposit or facility created by or available to the Transferor 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 therefore after the Scheme has become effective or otherwise

4.3. With effect from the Appointed date, to the extent permitted under Applicable Laws, all taxes paid, taxes refund due or receivable, carried forward losses, depreciation, capital losses, pending balance of amortizations, credits, entitlements to set-off taxes, etc, under the Applicable BVI laws including application for rectification, appeals filed with tax authorities of the Transferor Companies shall also, pursuant to Applicable laws and Section 230 to 232 and other applicable provisions of the Companies Act, 2013 and applicable Laws, if any, without any further act or deed, be transferred to or be deemed to be transferred to the Transferee Company, so as to become as from the Appointed Date the direct taxes paid, direct taxes refund due or receivable, (whether as per Books or as per Income Tax) of the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person, in order to give effect to the provision of this sub- clause.

4.4. The movable assets of the Undertaking of Transferor Companies shall be handed over by physical delivery (together with duly executed transfer forms or other documents as may be required) to the Transferee Company along with such other documents as may be necessary to the end and intent that the property therein passes to the Transferee Company on such delivery in pursuance of Section 230 and Section 232 and all other

For Vikram

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For Udayog Kendra (I) Ltd



Director

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Applicable provisions of the Act read with Companies (Compromises, Arrangements and Amalgamations) Rules 2016;

4.5. All loans raised and utilized and all debts (secured and unsecured), liabilities including contingent liabilities, leases, sundry creditors, duties, obligations and Undertaking of Transferor Companies of every kind, nature and description, whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations shall be and stand transferred or deemed to be transferred, without further act, instrument, deed, matter or thing, along with any charge, lien, encumbrance or security thereon to the Transferee Company, pursuant to the provisions of Section 230 and Section 232 and all other Applicable provisions of the Act read with Companies (Compromises, Arrangements and Amalgamations) Rules 2016 so as to become as and from the Appointed Date, the debts, duties, liabilities and obligations of the Transferee Company. Further that for the purpose of giving effect to the provisions of this Clause, 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 obligation have arisen. Provided that, any reference in the security documents or arrangements entered into by the Transferor Companies and under which, the assets of the Transferor Companies stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to that undertaking of the Transferor Companies only as are vested in the Transferee Company by virtue of the Scheme. The Scheme shall not in any manner affect the rights and interests of the creditors of the Transferor Companies and in particular the creditors of the Transferor Companies shall continue to enjoy and hold charge upon their respective securities and properties. the Transferee Company may at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so

PARAMSHU CHANDRA SINGH, Managing Director, Kandra (I) Ltd.

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Director



required, under any law or otherwise, execute Deeds of Confirmation, in favor of any of the creditors of the Transferor Companies or in any other party to any contract or arrangement to which Transferor Companies or the Transferee Company is a party to, or any writings as may be necessary to be executed in order to give formal effect to the above provisions. All loan raised and used and all liabilities and obligations incurred by Transferor Companies for the operations of the Transferor Companies after the Appointed Date and prior to the Effective Date, shall, subject to the terms of this Scheme, be deemed to have been raised, used or incurred for and on behalf of the Transferee Company in which the Undertaking shall vest in terms of this Scheme and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to and be deemed to be transferred to the Transferee Company and shall become the debts, liabilities, duties and obligations of the Transferee Company which shall meet discharge and satisfy the same.

Further, where any of the liabilities and obligations of the Transferor Companies as on the Appointed date have been discharged by the Transferor Companies after the appointed date and prior to the effective date, such discharge shall be deemed to have been made for and on account of the Transferee Company. Provided always that the scheme shall not operate to enlarge the security for any loan, deposit or facility availed of by the Transferor Companies and the Transferee Company shall not be obliged to create any further or additional security thereof after the effective date.

- 4.6 Without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, leases, tenancy, assignments, allotment, powers of attorney given by, issued to or executed in favour of the

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Director

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Transferor Companies, claims, powers, authorities, allotments, approvals, consents, contracts, enactments, arrangements, rights, titles, interests, benefits, advantages, lease-hold rights and tenancies, and other intangible rights, hire purchases and assets, lending contracts, employment contracts, distribution contracts, clearing and forwarding agency contracts, benefit of any security arrangements, reversions, permits, quotas, entitlements, registrations, licences (Industrial or otherwise), registrations under the Applicable Laws, municipal permissions, etc. issued to or executed in favour of the Transferor Companies or powers or authorities granted by or to it, of whatsoever nature, to which the Transferor Companies were a party or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or having effect immediately before the effective date, shall stand transferred in favour of the Transferee Company [pursuant to the provisions of the Act read with relevant rules Applicable thereon, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof as the case may be and may be enforced as fully and/or eventually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto.

- 4.7 Transfer of Authorized Capital: Consequent and upon the sanction of this scheme, the Memorandum of Association of the Transferee Company (Clause relating to Authorized Share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to the provisions of section 232 and other applicable provisions, if any, of the Act read with relevant rules, and other applicable provisions of the Act as the case may be and for this purpose, fees paid on the authorized share capital by the Transferor Companies shall be set-off against the fees payable by the Transferee Company on its enhanced authorized share capital and if not required, the Transferee Company may enhance its



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authorized share capital to the extent to which after the set-off of the fees paid by the Transferor Companies, the additional fees will be paid by the Transferee Company. However, if the authorized share capital is enhanced to an amount by which after set-off of fees paid by the Transferor Companies on enhanced authorized share capital is payable by the Transferee Company then it will be paid as per the provisions of section 232(3)(i) of the Companies Act 2013 read with relevant applicable rules and other applicable provisions of the Act;

It is clarified that the approval of the members of the Transferee Company to this scheme shall be deemed to be their consent / approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under section 13, 14, 61 and 64 of the Companies Act 2013 and other applicable provisions of the Companies Act, 2013 or as the Hon'ble NCLT, Kolkata Bench, directs.

The Clause V of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to the applicable provisions of the Act accordingly by deleting / substituting the existing Clause may the new clause. The Transferee Company, if required, may file the amended copy of the Memorandum of Association and with the Registrar of Companies, West Bengal with the Order of NCLT, under Section 230-232 and other applicable provisions of the Companies Act 2013 read with relevant rules and which shall be deemed to be the Notice to the Registrar of Companies, West Bengal under section 64 of the Companies Act, 2013

- 4.8 Transfer of Contracts, deeds, bonds & other instruments: Subject to the other provisions of the Scheme, all contracts, deeds, bonds, agreements and other instruments, of whatsoever nature and pertaining to the Undertaking

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of Transferor Companies to which Transferor Companies are party, subsisting or having effect immediately on the Appointed Date shall be in full force and effect against or in favor of the Transferee Company as the case may be and may be enforced as fully and effective as if, instead of Transferor Companies, Transferee Company had been a party thereto. The Transferee Company shall enter into and/or issue and/or execute deeds, writings, or confirmations or enter into any tripartite arrangements, confirmations or novation, to which Transferor Companies will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorized to execute any such deeds, writings or confirmations on behalf of Transferor Companies and to implement or carry out all the formalities required on the part of Transferor Companies to give effect to the provisions of this Scheme;

4.9 Transfer of Legal Proceedings: All legal proceedings of whatsoever nature including any suit, appeals, etc. by or against Transferor Companies pending on or before the effective Date and relating to the Undertaking of Transferor Companies (including property, rights, powers, liabilities, obligations and duties) shall be continued and/or enforced until the Effective Date as desired by Transferee Company and as and from the Effective Date shall be continued and enforced by or against the Transferee Company in the manner and to same extent as would or might have been continued and enforced by or against Transferee Company;

4.10 Transfer of Resolutions: The resolutions, if any, of the Transferor of Companies which are valid and subsisting 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 upper monetary or other limits being imposed under the provisions of the Act, or any other

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Director



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Applicable provisions, then said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company, unless the Board otherwise decides.

4.11 Tax Credit / Duties / Cess Etc: If the Transferor Companies is entitled to any benefits under Incentive Schemes and Policies it is declared that the benefits under all such Incentive Schemes and Policies shall be transferred to and vested in the Transferee Company, to the extent permitted under Applicable Laws. Upon this Scheme being effective, both the Transferor Companies and the Transferee Company, if required, are expressly permitted to revise and file their respective Income tax returns and other statutory returns, including tax deducted / collected at source returns, service tax returns, excise tax returns, sales tax / VAT returns, GST Returns as may be Applicable and has expressly reserved the right to make such provision in its returns and to claim refunds or credits etc. if any. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have expired, to the extent permitted under Applicable Laws.

4.12 Date and Place of Vesting: The vesting of the Undertakings shall by virtue of the provisions of this Scheme and the effect of the provisions of Section 230 - 232 and all other applicable provisions of the Act read with Companies (Compromises, Arrangements and Amalgamations) Rules 2016, take place at the registered office of Transferee Company or as the Board of Directors of the both Company mutually decides. The delivery and transfer shall be made on a date mutually agreed upon between the respective Board of Directors of the Transferor Companies and Transferee Company.

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*[Signature]*  
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The date of entitlement/ownership of the Transferee Company relating to all assets, properties, leasehold land, investments, right, benefits, approvals, ownership, title, powers, interests, authorities, commitments, licenses, privileges, liberties will be from the date to which the Transferor Companies was entitled and it will be treated that the same has been entered into with the Transferee Company and the Transferee Company will step into the shoes of the Transferor Companies.

#### 5. WORKMEN AND EMPLOYEES:

- 0.1. Takeover of all the employees:The Transferee Company will take over all the employees in the service of Transferor Companies and exclusively engaged in Transferor Companies immediately preceding the Effective Date, and they shall become the staff, workmen and employees of Transferee Company;
- 0.2. Service of Employees to be continued uninterruptedly:The benefits relating to gratuity, provident fund and superannuation fund as per the rules of Transferee Company shall become Applicable to the staff, workmen and employees of Transferor Companies from the Effective Date. For all other purposes the service of employees of Transferor Companies shall be regarded as continuous without any break or interruption of service by reason of the transfer of the Transferor Companies to Transferee Company;
- 0.3. Terms and Conditions of service shall be the same: The terms and conditions of service Applicable to such employees on the Effective Date will not in any way be less favorable to them than those Applicable to them immediately before the Effective Date. The position, rank and designation of the employees would however, be decided by the Board of Transferee Company which shall also have a right to exercise an

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option, if warranted to transfer such employees to any unit of Transferee Company as may be deemed to be necessary from time to time

#### 6. TRANSACTION BETWEEN APPOINTED DATE AND EFFECTIVE DATE

6.1 Conduct of Business till the Effective Date: During the period between Appointed Date and upto and including the Effective Date,

6.2 The Transferor Companies shall be deemed to have held and stood possessed of and shall hold and stand possessed of the entire Undertaking for and on account of and for the benefit of and in trust for the Transferee Company and shall carry on and be deemed to be carrying on all businesses and activities relating to the Undertaking for and on account of and for the benefit of and in trust for the Transferee Company.

6.3 The Transferor Companies shall have carried on and hereafter undertake to carry on its business with reasonable diligence and utmost business prudence. From the date of the acceptance of this Scheme by the respective board of the Transferor Companies and the Transferee Company, the Transferor Companies shall not alter or diversify its business nor venture into new business nor alienate, charge, encumber, mortgage or otherwise deal with the Undertaking including any of the said assets or any part thereof, without the prior written consent of the Transferee Company, save and except in the ordinary course of business, or pursuant to any pre-existing obligation undertaken by Transferor Companies prior to the Appointed Date

6.4 From the date of acceptance of the Scheme by the respective Boards of Transferor Companies and the Transferee Company, the Transferor



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Director

Companies shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business;

- 6.5 All the profits or incomes accruing or arising to the Undertaking of Transferor Companies or expenditure or losses arising or incurred by the Undertaking 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;
- 6.6 All the assets and liabilities resulting from the operations of the Undertaking of Transferor Companies from the Appointed Date onwards shall stand transferred to and vested in the Transferee Company on the Effective Date;
- 6.7 The transfer of property and liabilities and continuance of proceedings under this Scheme shall not affect any transactions or proceedings already concluded by Transferor Companies in the ordinary course of business on 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 lawfully done and executed by Transferor Companies to the same extent as if done and executed by the Transferee Company on its own behalf.
- 6.8 All the debts, liabilities, duties and obligations of Transferor Companies as on the Appointed Date whether provided for or not in the books of its own behalf; accounts of Transferor Companies and all other liabilities which may accrue or arise 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 lawfully done and executed by Transferor Companies to the same extent as if done and executed by the Transferee Company till effective date.

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6.9 All proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitration, execution proceedings, revisions, writ petitions, if any) by or against Transferor Companies shall not abate, be discontinued or be in any way prejudicially affected by reasons of this Scheme or the transfer of the Undertaking of Transferor Companies or of anything contained in this Scheme, but the said proceedings, shall till the Effective Date be continued, prosecuted and enforced by or against Transferor Companies as if this scheme had not been made and thereafter be continued, prosecuted and enforced by or against the Transferee Company, in the same manner and to the same extent as they would or might have been continued, prosecuted, enforced by or against Transferor Companies if this Scheme had not been made. The Transferee Company shall take all reasonable steps, if required to have the abovementioned proceedings continued in its name;

6.10 Subject to the other provisions of this Scheme, all lawful agreements, arrangement, bonds, contracts, deeds and other instruments of whatsoever nature relating to the Undertaking of Transferor Companies and to which Transferor Companies are party to or to the benefit of which it may be eligible and which are subsisting or operative or having effect, shall till the Effective Date, be in full force and effect and may be enforced as fully and effectual, as if the Scheme had not been made and thereafter, shall be in full force and effect against or in favor of the Transferee Company, as the case may be, and may be enforced as fully and effectual as if, instead of Transferor Companies, the Transferee Company had been a party or beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Transferee Company and other parties thereto. The Transferee Company shall enter and/or issue and/or execute deeds, writings or confirmations or enter into any arrangement, confirmations or novations in order to give



For VARIOUS PURPOSES

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Kutir Udyog Nigam (I) Ltd.

Director

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formal effect to the provisions of this Clause, if so required or if it becomes necessary

**7. ISSUE OF SHARES BY TRANSFEREE COMPANY / CONSIDERATION FOR AMALGAMATION**

**7.1 Issue of Equity Shares to KUKL (Transferor Company 1) and VCML**

**(Transferor Company 2):** Upon the Scheme becoming operative, in consideration of the transfer and vesting of KUKL and VCML (Transferor Companies) in PPPL (Transferee Company) in terms of this Scheme, PPPL (Transferee Company) shall without any further application or deed (except as outlined elsewhere) issue and allot on proportionate basis to every member (excluding any crossholding of shares) of the Transferor Companies whose name is recorded in the Register of Members of KUKL and VCML (Transferor Companies) respectively, on the Record Date or his/her heirs, executors, administrators or the successors in title, as the case may be, receive : (One) fully paid equity Share of Rs.10/- each in PPPL (Transferee Company) for every 10 (Ten) fully paid equity Share of Rs.10/- each, held by such member in KUKL (Transferor Company 1) and receive 43 (Forty Three) fully paid Equity Shares of Rs.10/- each in PPPL (Transferee Company) for every 500 (Five Hundred) fully paid equity Share of Rs.10/- each, held by such member in VCML (Transferor Company 2) on such terms and conditions as the Board of PPPL (Transferee Company) may determine.

0.2 In case the Transferor Companies make any allotment of shares between the Appointed Date and the Effective Date, the said allottees shall also upon the Scheme becoming operative, in consideration of the transfer and vesting of Transferor Companies in the Transferee Company in terms of

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Kultr Udyog Pradhan (I) Ltd.

Director



this Scheme, shall without any further application or deed be issued and allotted Equity shares in the Transferee Company, credited as fully paid-up in the same ratio as are allotted to the other equity shareholders of the Transferor Companies;

0.3 No shareholder of the Transferor Companies shall be allotted any fractional shares in the Transferee Company. All fractional entitlements of the shareholders of the Transferee Company in so far as they exceed 0.5 shall be rounded off to one and in so far as they are equal to or less than 0.5 shall be ignored, so that the finally the share will be adjusted in such way that the share in final sheet do not exceed as per the ratio;

0.4 The new Shares to be issued and allotted in terms hereof will be subject to Memorandum and Articles of Association of the Transferee Company;

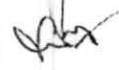
0.5 The new shares, if any to be issued and allotted in terms hereof will be subject to Memorandum and Articles of Association of the Transferee Company and shall rank paripassu in all respects with the existing equity shares of the Transferee Company and shall be entitled to pro-rata dividend, if any, from the Appointed Date;

0.6 The approval of this scheme by the shareholders of the Transferee Company shall be deemed to be due compliance of Section 62 and other relevant and applicable provisions of the Companies Act, 2013 for issue and allotment of equity shares to the shareholders of the Transferor Companies under the scheme.

0.7 All the shares held by the Transferee Company in the Transferor Companies or by the Transferor Companies in the Transferee Company interse shall stand cancelled;

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0.8 The shareholders of the Transferor Companies need not surrender their existing share certificate for getting shares of the Transferee Company. Upon allotment of shares by Transferee Company, the share scripts of the Transferor Companies shall be deemed to have been cancelled and the shareholders of the Transferor Companies shall take all reasonable steps to obtain from the Transferee Company, Certificate(s) for the shares in the Transferee Company which they may be entitled to.

0.9 All the shareholders of the Transferor Companies shall accept the share(s) of the Transferee Company to be allotted in terms of this scheme as sanctioned by the Tribunal, Kolkata Bench in lieu of their existing shareholdings in the Transferor Companies

0.10 The Transferee Company shall repay the loan / due amounts, if any, of the disinterested creditors (if any) of the Transferor Companies;

**8. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY:**

8.1 Recording of Assets and Liabilities: All the assets and liabilities of the Transferor Companies shall be transferred at their Book values at the close of the business on the Appointed Date. The reserve and surplus, if any, and debit balance in the Profit and Loss account shall be transferred to the Transferee Company in the same manner in which it appears in the books of Transferor Companies as on the Appointed Date. Similarly, the miscellaneous expenditure representing un-amortized preliminary expenses of the Transferor Companies shall be transferred to the Transferee Company in the same manner in which they appear in the books of the concerned Transferor Companies as on the Appointed Date;



For VINTAGE CAPITAL MARKETS LTD. PARAMSUKH PROPERTIES PVT. LTD.

For Director

Director

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8.2 Treatment of difference in accounting policy: In case any differences in any accounting policy between the Transferor Companies and the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the General Reserve of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy;

8.3 The amalgamation is in the nature of merger and shall be accounted in the books of the Transferee Company in accordance with the applicable accounting Standards / Indian Accounting Standard-14 as notified under the Act or any amendment thereto;

8.4 All inter-corporate deposits, loans and advances, outstanding balances or other obligations between the Transferee Company and the Transferor Companies shall be cancelled and there shall be no obligation/outstanding in that behalf;

8.5 The excess or deficit, if any, arising after recording the above entries, shall be included in the Capital Reserve account or Goodwill, as applicable, in the books of the Transferee Company;

8.6 With effect from the Appointed Date, all inter-party transactions between the Transferor Companies and the Transferee Company shall be considered as intra party transactions for all purpose from the Appointed Date;

8.7 Upon the Scheme being sanctioned and taking effect all cheques, drafts, pay orders and/or payment advices of any kind or description issued in

Kutir Udyog Kendra (U) Ltd. PARAMBUKH ERCT Limited Pvt. Ltd.



For Director

Director

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favour of "The Transferor Companies", either before or after the Appointed date, if any, or in future may be deposited with the Bank of "Transferee Company" and credit of all receipts thereunder will be given in the account of "Transferee Company"

8.8 Upon the coming into effect of this Scheme, the resolutions, and other actions undertaken by the Transferor Companies including the approvals that may have been obtained by the Transferor Companies from its shareholders under provisions of Section 180, Section 185, Section 186 and Section 188, approvals that may be obtained under the Act and which are valid and subsisting and be considered as resolutions of the Transferee Company and if any resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

8.9 For the purpose of giving effect to the order of vesting passed under Section 230 and 232 & applicable provision of the Companies Act, 2013 read with rules. "The Transferee Company" at any time pursuant to the order on this scheme be entitled to get the records of the change in the legal right upon the vesting of such assets of the Transferor Companies in accordance with the provision with the provision of Section 230 and 232 and applicable provisions of the Companies Act 2013 read with rules. "The Transferee Company" shall file relevant intimation for record of the same with the concerned statutory or other authorities who shall record the name of "Transferee Company" in respect of the same on the basis of certified copy of the order sanctioning the Scheme.

Katir Udyog Zedon. Co. For VINTA. Co. Pvt. Ltd. PARAMSUNH PRC LIMITED



*[Handwritten Signature]*

Director

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8.10 The amalgamation of the Transferor Companies with the Transferee Company will combine the business, activities and operations of the Transferor Companies and the Transferee Company into a single company with effect from the Appointed Date and shall be in compliance with the provisions of the Income Tax Act, 1961, including Section 2(1B) thereof or any amendments thereto. If any term of provision of this scheme is found or interpreted to be inconsistent with the said provision at a current date or later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said sections of the Income Tax Act, 1969 shall prevail and the scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income Tax Act, 1961. Such Modification shall however not affect other parts of the Scheme.

### PART III

#### GENERAL TERMS AND CONDITIONS

##### 9. DISSOLUTION OF TRANSFEROR COMPANIES

On the Scheme coming into effect, the Transferor Companies shall, without any further act or deed, stand dissolved without winding up in accordance with the provisions of the Act and the Rules made thereunder.

##### 10. APPLICATIONS TO THE NATIONAL COMPANY LAW TRIBUNAL AND / OR APPROPRIATE AUTHORITIES

10.1. APPLICATION TO NCLT, KOLKATA BENCH AND/ OR APPROPRIATE AUTHORITIES HAVING THE JURISDICTION FOR SANCTIONING SCHEME

FOR THE AMALGAMATION OF THE TRANSFEROR COMPANIES WITH THE TRANSFEE COMPANY

Ratir Udayar Sarda (I) Ltd.

*[Signature]*  
Director



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10.1.1 Joint Application by PPPL, KUKL and VCML shall, jointly with all reasonable dispatch, make applications/petitions under Section 230 to 232 and all other applicable provisions of the Act read with Companies (Compromises, Arrangements and Amalgamations) Rules 2016 to NCLT, Kolkata Bench, and/or Appropriate Authorities having the jurisdiction, for sanctioning of this Scheme of Amalgamation and for appropriate Orders under the applicable provisions of the Act for carrying this Scheme into effect;

10.2.1 It is hereby clarified that submissions of the Scheme to the NCLT, Kolkata Bench and/or Appropriate Authorities having the jurisdiction and to any authorities for their respective approvals is without prejudice to all rights, interest, titles and defenses that KUKL (Transferor Company 1), VCML (Transferor Company 2) and PPPL (Transferee Company) has or may have under or pursuant to all applicable laws.

10.3.1 Upon the Scheme being sanctioned and becoming effective by the Order being made by the NCLT, Kolkata Bench and/or Appropriate Authorities having the jurisdiction under Section 230 to 232 of the Act, the Transferor Companies shall stand dissolved without being wound up

## 11. MODIFICATIONS/AMENDMENTS TO THE SCHEME

11.1. Scheme subject to Modifications: The Scheme shall be subject to such modifications as the NCLT, Kolkata Bench and/or Appropriate Authorities having the jurisdiction while sanctioning the same may direct and which the Board of the Transferor Companies and the Transferee Company may consent and agree to.

For VINTAGE DATE LIMITED

Kutir Udyog Kendra (I) Ltd.

PARAMSUKH PROPERTIES PVT. LTD.

Director



11.2. Modifications and Amendments to Scheme: The Transferor Companies, (by their Board of Directors) and the Transferee Company (by its Board of Directors) either by themselves or through a Committee appointed by them in this behalf, if any, may in their full and absolute discretion, make and/or assent to any alteration, or modification to this Scheme, including but not limited to those which the NCLT, Kolkata Bench and/or Appropriate Authorities having the jurisdiction and/or any other authority may deem fit approve or propose

0.3. Withdrawal of Scheme: In the event that any conditions proposed by the NCLT, Kolkata Bench at Kolkata and/or Appropriate Authorities having the jurisdiction are found unacceptable for any reason whatsoever by the Transferor Companies or by the Transferee Company, then Transferor Companies and/or Transferee Company shall be entitled to withdraw the Scheme in which even no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

12. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS:

The Scheme is conditional upon and subject to the following approvals/permissions and the amalgamation shall be deemed to be complete on the date on which the last of such approval/permissions shall have been obtained

12.1 Approval of shareholders of the Transferor Companies and Transferee Company: The approval and agreement of the Scheme by the requisite majorities of Shareholders and Creditors of Transferor Companies and of Transferee Company, as may be directed by the NCLT, Kolkata Bench and/or Appropriate Authorities having the jurisdiction on the applications made for directions under Section 230 to Section 232 and all other applicable



By VINTAGE CAPITAL SERVICES LLP  
Kutir Udyog Samiti (U) Ltd.

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Director

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provisions of the Act for calling / dispensing with holding of meeting and necessary resolutions, if any, being passed under the Act read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;

12.2 Sanction of NCLT, Kolkata Bench and/or Appropriate Authorities having the jurisdiction: The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law or regulations or otherwise may be necessary for the implementation of this scheme. The sanction of the NCLT, Kolkata Bench and/or Appropriate Authorities having the jurisdiction Section 230 to 232 and all other applicable provisions of the Act read with Companies (Compromises, Arrangements and Amalgamations) Rules 2016 in favour of the Transferee Company and the Transferor Companies.

12.3 Sanctions and Orders under the provisions of Section 230 read with section 232, as may be applicable, of the Act by the Central Government or such other appropriate authority, as may be required.

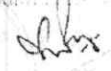
12.4 Certified copies of the Orders of NCLT or any other competent authority/(ies) under the applicable provisions of the Act, as may be applicable, being filed with the Registrar of Companies, Kolkata by the Transferor Companies and the Transferee Company.

13. EFFECT OF NON-RECEIPT OF APPROVALS

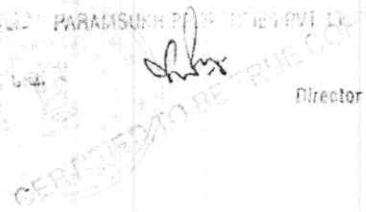
13.1 In the event of any of the said sanctions and approvals referred to in the preceding clauses not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the Central Government or such other appropriate authority and/or order or orders not being passed as aforesaid at such date as may be mutually agreed upon by the respective

For VINTAGE HOTEL MARKETS AND PARAMSUKH PROPERTIES PVT. LTD.

Kutir Udyog, Kolkata



Director



Board of Directors of the Transferor Companies and the Transferee Company who are hereby empowered and authorized to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers through and by their respective delegate(s), this Scheme shall stand revoked, cancelled and be of no effect and in that event, 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 in accordance with the Applicable law and in such case, each Company shall bear its own costs unless otherwise mutually agreed. Further, the Board of Directors of the Transferor Companies and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if such Board of Directors are of the view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have adverse implication on all/any of the companies.

#### 14. WITHDRAWAL OF THE SCHEME

14.1 The Scheme may be withdrawn by the Board of Directors of Transferor Companies and Transferee Company only by mutual consent and only if such Boards of Directors jointly agree that the coming into effect of the Scheme could have adverse implication on both the Transferor Companies and Transferee Company.

#### 15. EFFECT OF NON FULFILLMENT OF ANY OBLIGATION

15.1 In the event of non-fulfillment of any or all the obligations under the Scheme, by any of the Transferor Companies and / or Transferee



For VIKAS... PARAMSUKH PROPERTIES PVT. LTD.  
Kutir Udyog...  
Director

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Company and, the non performance of which will put the other company under any obligation, then such defaulting company will indemnify all costs/interest, etc. to the other company, subject to a specific provision if any to the contrary under the Scheme.

16. COSTS AND EXPENSES

16.1 All costs, charges and expenses of Transferor Companies and Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Undertakings in pursuance of this Scheme shall be borne and paid by the respective Companies or as mutually decided by such Companies.

17. SEVERABILITY

17.1 If any part of this Scheme hereof is invalid, ruled illegal or unworkable for any reason by any authority of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Board of Directors of the Transferor Companies and the Transferee Company that such part shall be severable from the remainder of the Scheme, and the Scheme shall not affect the validity or implementation of the other parts and/or provisions of this scheme and shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in the Scheme, as will best preserve for the parties the benefits and obligations of the Scheme, including but not limited to such part.



Katir Udyog Limited

For and on behalf of

PARAMSUKH PROPERTIES PVT.

Director

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18. RESIDUAL PROVISIONS

18.1 On the approval of the Scheme by the members of the Transferee and Transferor Companies pursuant to Section 230-232 of the Act, it shall be deemed that the said members have also accorded all relevant consents under various provisions of the Act to the extent the same may be considered Applicable in respect of various actions required to be undertaken by the Transferee Company for implementation of this scheme. The Scheme shall take effect from the Appointed Date and shall be in accordance with the provisions of Section 2(1B) of the Income Tax act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from an amendment of law or for any reason whatsoever, the provisions of the said Section of the income Tax Act, 1961 shall prevail and the scheme shall stand modified to the extent determined necessary to comply with the said Section. Such modification will however not affect the other parts of the Scheme.

\*\*\*\*\*

PARAMSUKH PROPERTIES (P) LTD.

*Naxmi Kent Pooza*  
Director



Kuntir Madhna Chandra (I) and PARAMSUKH PROPERTIES LTD.

For VINTAGE CAPITAL LTD.

*[Signature]*  
Director



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**SCHEDULE**

**FIRST PART**

Short description of the freehold property of KUTIR UDYOG KENDRA (INDIA) LIMITED

Andul Road, Dhullia, Jalardhar - P.O. Dhullia, Howrah - 711302  
15 cottahs 3 Chittacks, 22 Sq.ft. together with structure of area 2310 sq.ft.

Short description of the freehold property of VINTAGE CAPITAL MARKETS LTD

- NIL -

**SECOND PART**

Short description of the leasehold property of KUTIR UDYOG KENDRA (INDIA) LIMITED

- NIL -

Short description of the freehold property of VINTAGE CAPITAL MARKETS LTD

- NIL -

**THIRD PART**

All Current Assets includes cash and cash equivalents, other financial assets and Current tax assets (net) and Non-Current Assets includes Non-Current investments, loans and Deferred tax assets (net) (if any) as stated in the Books of Accounts of KUTIR UDYOG KENDRA (INDIA) LIMITED and VINTAGE CAPITAL MARKETS LTD ("Transferor Companies") as on 1<sup>st</sup> April, 2022.



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No. 891/2023  
Date of Presentation  
of application for Copy 20/11/2023  
No. of Pages 56 Pages  
Copying Fee 31-  
Registration & Postage Fee -  
Total ₹ 2801-  
Form of Receipt A  
Period of Copy 22/11/2023  
Date of Preparation of Copy 23/11/2023  
Date of Delivery of Copy 23/11/2023

*Handwritten signature*  
DD/DR/AR / Court Officer  
National Company Law Tribunal  
Kolkata Bench

PARAMSUKH PROPERTIES (P) LTD.

*Handwritten signature*  
Director

# PARAMSUKH PROPERTIES PRIVATE LIMITED

CIN: U70101WB1986PTC041607  
 REGISTERED OFFICE: RAJA ROAD, P.O. SUKCHAR  
 24 PARGANAS (N), KOLKATA-700115  
 TEL: (91) (33) 2553-3160, 2523-2443, FAX: (91) (33) 2553-2738  
 E-MAIL ID: compliance.paramsukh@gmail.com

## ANNEXURE 4

The Pre Amalgamation & Post Amalgamation Shareholding of Paramsukh Properties Private Limited with Vintage Capital Markets Ltd and Kutir Udyog Kendra (India) Ltd. is given below:

Sl. No.	Name of Shareholders	Pre-Amalgamation						Post Amalgamation	
		Paramsukh Properties Pvt. Ltd		Vintage Capital Markets Ltd.		Kutir Udyog Kendra (India) Ltd.		Paramsukh Properties Pvt. Ltd	
		No. of Shares	% of holding	No. of Shares	% of holding	No. of Shares	% of holding	No. of Shares	% of holding
1	Shivanshu Jhunjhunwala	112780	18.13%	191500	10.49%	6300	1.54%	129879	16.46
2	Sita Devi Jhunjhunwala	6500	1.04%	349900	19.17%	100	0.02%	36601	4.64
3	Satyam Mohatta	144300	23.19%	15100	0.83%	90000	21.96%	154599	19.59
4	Vikram Jhunjhunwala for and behalf of Vikram & Sons (HUF)	162628	26.14%	0	0.00%	35000	8.54%	166128	21.05
5	Atash Properties & Finance Pvt. Ltd.	195518	31.42%	0	0.00%	0	0.00%	195518	24.77
6	Rishik Jhunjhunwala	500	0.08%	1016900	55.72%	184000	44.89%	106353	13.47
7	Vikram Jhunjhunwala on behalf of Madhab Prasad & sons	0	0.00%	0	0.00%	2000	0.49%	200	0.03
8	Paramsukh Properties Pvt. Ltd.	0	0	177600	9.73%	92500	22.57%		
9	Kutir Udyog Kendra (I) Ltd.	0	0	73900	4.05%	0	0.00%		
10	Moulshree Jhunjhunwala	0	0	100	0.01%	0	0.00%	9	0.00
	<b>TOTAL</b>	<b>622226</b>	<b>100%</b>	<b>1825000</b>	<b>100%</b>	<b>409900</b>	<b>100.00%</b>	<b>789287</b>	<b>100%</b>

PARAMSUKH PROPERTIES (P) LTD.

*Navmi Kant Paswan*

# PARAMSUKH PROPERTIES PRIVATE LIMITED

CIN: U70101WB1986PTC041607

REGISTERED OFFICE: RAJA ROAD, P.O. SUKCHAR

24 PARGANAS (N), KOLKATA-700115

TEL: (91) (33) 2553-3160, 2523-2443, FAX: (91) (33) 2553-2738

E-MAIL ID: [compliance.paramsukh@gmail.com](mailto:compliance.paramsukh@gmail.com)

Date: 05.09.2024

<p>To,  <b>BSE Limited,</b>  <b>Listing Department</b>  <b>1st Floor, New Trading Ring,</b>  <b>Rotunda Bldg, P.J. Tower,</b>  <b>Dalal Street,</b>  <b>Mumbai – 400001</b>  <b>Scrip Code: 500083</b></p>	<p>To,  <b>National Stock Exchange of India Limited,</b>  <b>Exchange Plaza,</b>  <b>Bandra Kurla Complex,</b>  <b>Bandra (E),</b>  <b>Mumbai – 400051</b>  <b>Symbol: CENTEXT EQ</b></p>
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**Sub: Submission of Disclosure required in accordance with Regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011**

**Ref: Inter-se transfer of shares amongst Promoters/Promoter group.**

Dear Sir/Madam,

With reference to the aforementioned subject, please find enclosed herewith Disclosure as per Regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 on acquisition of **70,70,125 (8.84%)** Equity Shares of Century Extrusions Limited (Target Company).

Kindly take the same on record and acknowledgement receipt of the same.

Thanking you,

Yours faithfully,

For **Paramsukh Properties Private Limited**

PARAMSUKH PROPERTIES (P) LTD.



**Laxmi Kant Parwa**

Director

**Designation: Director**

**DIN: 03533525**

*Encl.: As above.*

Copy to:

**Century Extrusions Limited**

**Regd Office:**

**113, Park Street, 2nd Floor,**

**'N' Block, Kolkata-700016**

# PARAMSUKH PROPERTIES PRIVATE LIMITED

CIN: U70101WB1986PTC041607  
 REGISTERED OFFICE: RAJA ROAD, P.O.SUKCHAR  
 24 PARGANAS (N), KOLKATA-700115  
 TEL: (91) (33) 2553-3160, 2523-2443, FAX: (91) (33) 2553-2738  
 E-MAIL ID: [compliance.paramsukh@gmail.com](mailto:compliance.paramsukh@gmail.com)

## Annexure

### Disclosures under Regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Name of the Target Company (TC)	Century Extrusions Limited		
Name(s) of the acquirer and Persons Acting in Concert (PAC) with the acquirer	<b>Acquirer :</b> Paramsukh Properties Private Limited  Shares acquired pursuant to amalgamation of Kutir Udyog Kendra (India) Limited and Vintage Capital Markets Limited with Paramsukh Properties Private Limited in terms of the order of the Hon'ble NCLT, Kolkata Bench		
Whether the acquirer belongs to Promoter / Promoter group	Yes		
Name(s) of the Stock Exchange(s) where the shares of TC are Listed	National Stock Exchange of India Limited and BSE Limited		
Details of the acquisition/disposal as follows	Number	% w.r.t.total share/voting capital wherever applicable	% w.r.t. total diluted share/voting capital of the TC
<b>Before the acquisition under consideration, holding of:</b>			
a) Shares carrying voting rights	43,41,201	5.43%	5.43%
b) Shares in the nature of encumbrance (pledge/ lien/ non-disposal undertaking/ others)	NIL	NIL	NIL
c) Voting rights (VR) otherwise than by shares	NIL	NIL	NIL
d) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the T C (specify holding in each category)	NIL	NIL	NIL
e) Total (a+b+c+d)	43,41,201	5.43%	5.43%



# PARAMSUKH PROPERTIES PRIVATE LIMITED

CIN: U70101WB1986PTC041607

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TEL: (91) (33) 2553-3160, 2523-2443, FAX: (91) (33) 2553-2738

E-MAIL ID: [compliance.paramsukh@gmail.com](mailto:compliance.paramsukh@gmail.com)

<b>Details of acquisition/sale</b>			
a) Shares carrying voting rights acquired/sold (due to amalgamation of Kutir Udyog Kendra (India) Limited and Vintage Capital Markets Limited with Paramsukh Properties Private Limited)	70,70,125	8.84%	8.84%
b) VRs acquired /sold otherwise than by shares	NIL	NIL	NIL
c) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) acquired/sold	NIL	NIL	NIL
d) Shares encumbered / invoked/released by the acquirer	NIL	NIL	NIL
e) Total (a+b+c+/-d)	70,70,125	8.84%	8.84%
<b>After the acquisition / sale,holding of:</b>			
a) Shares carrying voting rights	1,14,11,326	14.27%	14.27%
b) Shares encumbered with the acquirer	NIL	NIL	NIL
c) VRs otherwise than by shares	NIL	NIL	NIL
d) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) after acquisition	NIL	NIL	NIL
e) Total (a+b+c+d)	1,14,11,326	14.27%	14.27%
Mode of acquisition/sale (e.g. open market/off market / public issue / rights issue / preferential allotment / inter-se transfer etc.)	Pursuant to a scheme of amalgamation of Kutir Udyog Kendra (India) Limited and Vintage Capital Markets Limited with Paramsukh Properties Private Limited as approved by Hon'ble National Company Law Tribunal, Kolkata Bench.		



# PARAMSUKH PROPERTIES PRIVATE LIMITED

CIN: U70101WB1986PTC041607

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24 PARGANAS (N), KOLKATA-700115

TEL: (91) (33) 2553-3160, 2523-2443, FAX: (91) (33) 2553-2738

E-MAIL ID: [compliance.paramsukh@gmail.com](mailto:compliance.paramsukh@gmail.com)


Date of acquisition of / <del>sale of shares</del> / VR or date of receipt of intimation of allotment of shares, whichever is applicable	05.09.2024
Equity share capital / total voting capital of the TC before the said acquisition / <del>sale</del>	80000000 Equity shares of Rs. 1 each
Equity share capital/ total voting capital of the TC after the said acquisition / <del>sale</del>	80000000 Equity shares of Rs. 1 each
Total diluted share/voting capital of the TC after the said acquisition	80000000 Equity shares of Rs. 1 each

(\*) Total share capital/ voting capital to be taken as per the latest filing done by the Company to the Stock Exchange under SEBI (LODR) Regulation 31.

(\*\*) Diluted share/voting capital means the total number of shares in the TC assuming full conversion of the outstanding convertible securities/warrants into equity shares of the TC.

**For Paramsukh Properties Private Limited**

PARAMSUKH PROPERTIES (P) LTD.



**Laxmi Kant Parwa**      **Director**

**Designation: Director**

**DIN: 03533525**

**Place: Kolkata**

**Date: 05.09.2024**