

**NOTICE CONVENING MEETING OF THE EQUITY SHAREHOLDERS OF ALPINE
COMMERCIAL CO LTD FOR APPROVAL OF MERGER OF
SUNSHINE NIWASH PRIVATE. LIMITED
WITH
ALPINE COMMERCIAL COMPANY LIMITED**

Day: Wednesday

Date: 28th March, 2018

Time: 11.30 a.m.

Venue: The Bengal Club Limited,
Room 300, 11/1, Russell Street,
Kolkata-700071,
West Bengal.

Sl. No.	Contents	Page No.
1	Notice of Extra Ordinary General Meeting of equity shareholders EQUITY SHAREHOLDERS OF ALPINE COMMERCIAL CO LTD pursuant to sec 233 of the companies Act, 2013 (including, notes, instructions, etc.)	2 to 6
2	Statement under section 230(3) of the companies act, 2013 /explanatory statement under section 233 of the companies act, 2013 and rule 25 of the companies(compromises, arrangements and amalgamations) rules, 2016, read with section 102 of the companies act, 2013	7 to 17
3	Scheme of Amalgamation	18 to 21
4	Attendance Slip	22
5	Proxy Form	23
6	Venue Map	24



Notice Convening Equity Shareholders Meeting

Notice pursuant to Section 101 & 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management & Administration) Rules, 2014 as amended from time to time.

Dear Member(s),

Notice is hereby given that pursuant to Section 101 & 108 of the Companies Act, 2013, read with Rule 20 of The Companies (Management and Administration) Rules, 2014, as amended from time to time. Your Company is providing the facility of E-Voting in addition to holding of Convened Meeting to enable the Shareholders to cast their vote either through E-Voting or through poll at the Convened Meeting or E-Voting, for considering and, if thought fit, for passing the resolution set out below in relation to approval of the proposed Scheme of Amalgamation between Sunshine Niwash Private Limited (Transferor Company) and Alpine Commercial Co Ltd (Transferee Company). Sunshine Niwash Private Limited (Transferor Company) is a wholly owned subsidiary of Alpine Commercial Co Ltd (Transferee Company).

Please note that the Board of Directors in their meeting held on 04th April, 2017 approved the Scheme of Amalgamation. Further, in accordance with Section 233 of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, notice together with a draft copy of the Scheme was submitted to Registrar of Companies, West Bengal the Official Liquidator, High Court, Kolkata and other persons has already been given inviting their comments/ suggestions/ observations/approval to the proposed scheme.

The Company has received suggestions made by the Registrar of Companies, West Bengal the Official Liquidator, High Court, Kolkata and have duly incorporated the same in the Scheme.

Take further notice that in pursuance of the said Scheme, a meeting of the Equity Shareholders of the Company will be held at The Bengal Club Limited, Room 300, 11/1, Russell Street, Kolkata -700071 on Wednesday at 11.30 a.m.

A copy of the Scheme, along with Statement under Section 230(3) of the Companies Act, 2013 read with sub rule (3) of rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Declaration of Solvency made in pursuance of clause (c) of sub-section (1) of section 233 of the Act, obtained in respect of the Scheme and a Form of proxy is enclosed.

E-VOTING OPTION

Pursuant to Section 108 of the companies Act, 2013 read with Rule 20 of The Companies (Management and Administration) Rules, 2014, as amended, we are pleased to offer E-Voting facility, as an alternate, to our members, which would enable them to cast their votes electronically, instead of voting physically on ballot papers. For this purpose, the Company has entered into an agreement with National Securities Depository Limited (NSDL) for facilitating E-voting to the shareholders of the Company in order to enable them to cast their votes electronically, instead of voting physically on ballot papers. Instructions for voting electronically are printed in this Notice.

Take further notice that you may vote through e-voting or attend and vote at the said meeting in person or through proxy, provided that a proxy in the prescribed form, duly signed by you or your Authorized Representative, is deposited at the Registered Office of the Company at 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal, India not later than 48 hours before the time of the aforesaid meeting.

A separate facility for voting through ballot papers shall be made available at the venue of the meeting. Accordingly, you may cast your vote either electronically, i.e. through remote e-voting or through ballot paper at the venue of the meeting. Please note that each Equity Shareholder can opt for only one mode of voting i.e. either voting at the venue of the meeting or remote e-voting, as mentioned above. If you opt for remote e-voting, then do not vote at the venue of the meeting. In case of the Equity Shareholders exercising their right to vote by more than one mode, then remote e-voting shall prevail over voting done by the said Equity Shareholder at the venue of the meeting and the vote cast at the venue of the meeting by that Equity Shareholder shall be treated as invalid. It is clarified that casting of votes by remote e-voting does not disentitle an equity shareholder from attending the meeting.



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

The Scrutinizer shall submit his report to the Chairman of the Company upon completion of scrutiny, in a fair and transparent manner, of voting through E-Voting Platform and on Physical Ballot not later than 2 days from 28th March, 2018. The Chairman shall announce the results of on or before 29th March, 2018.

The result of the voting will also be displayed on the Notice Board at the Registered Office of the Company and shall also be posted on the Company's website alpinecommercial.co.in besides communicating the same to the Stock Exchanges and NSDL.

Copies of the Scheme and of the Explanatory Statement, under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, along with the enclosures as indicated in the Index, can be obtained free of charge at the registered office of the Applicant Company at 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal.

In terms of the SEBI Notification No. SEBI/LAD/NRO/GN/2016-17/029 dated 15.02.2017 and circular bearing No. CFD/DIL3/ CIR/2017/21 dated 10.03.2017, issued by SEBI ("SEBI Circular"), draft Scheme of Amalgamation of wholly owned subsidiaries with their parent Company shall be filed with the Stock Exchange for the purpose of disclosure only and no prior written approval of the Stock Exchanges shall be required. The Transferee Company has filed the draft Scheme of Amalgamation in terms of the aforesaid SEBI Circular to the Stock Exchanges on 15th February, 2018.

Item of business requiring approval of shareholders through Ballot and E-voting as Special Resolution:

Item No.1

Approval of Scheme of Arrangement

To consider, and if thought fit, to pass, with or without modification(s), the following Resolution as Special Resolution as per Section 233(1)(b):

"RESOLVED THAT pursuant to the provisions of Section 233 of the Companies Act, 2013 and other applicable provisions, if any of the Companies Act, 2013, including any statutory modifications, amendments, re-enactments thereof for the time being in force, applicable Regulations of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (SEBI LODR REGULATIONS), the provisions of SEBI SEBI/LAD/NRO/GN/2016-17/029 dated 15.02.2017 and circular bearing No. CFD/DIL3/ CIR/2017/21 dated 10.03.2017, relevant rules of Companies (Compromises, Arrangements and Amalgamation) Rules, 2016, the provisions of the Memorandum and Articles of Association of the Company and subject to the requisite approvals, sanctions, consents, observations, no objections, confirmations, permissions from the Registrar of Companies, Kolkata, The Official Liquidator attached to High Court, Kolkata, The Regional Director, Eastern Region, Kolkata (being the authorities of Central Government delegated to the Regional Director), Kolkata, or such other competent authority as may be applicable, and the confirmations, permission, sanction and approval of the other statutory/regulatory authorities, if any, in this regard and subject to such other conditions or guidelines, if any, as may be prescribed or stipulated by any such authorities, from time to time, while granting such approvals, sanctions, consents, observations, no objections, confirmations, permissions and which may be agreed by the Board of Directors of the Company, the draft "Scheme of Amalgamation between Sunshine Niwash Private Limited (Transferor Company) and Alpine Commercial Co Ltd (Transferee Company) ("Scheme"), providing for amalgamation of Sunshine Niwash Private Limited (Transferor Company) and Alpine Commercial Co Ltd (Transferee Company) on a going concern basis with effect from 01.04.2016 being the appointed date, be and is hereby approved."

"RESOLVED FURTHER THAT the Board be and is hereby authorized, empowered and directed to do all such acts, deeds, matters and things, as may be considered requisite, desirable, appropriate or necessary to give effect to aforesaid resolution and to effectively implement the arrangements embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the statutory authorities, while sanctioning the amalgamation embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as may be deemed fit and proper."

The Resolution provided in this notice seeks your approval to the said Scheme. The Explanatory Statement under Section 102 read with Section 233 and other applicable provisions of the Companies Act, 2013 and Details & Information as required under the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Scheme of Amalgamation, are forming part of this notice."

Place: Kolkata

Date: 28/02/2018



By Order of the Board
For ALPINE COMMERCIAL CO LTD

DIRECTOR

NOTICE

1. All the aforesaid notices in the form of the proxy should be intimated;
2. The Explanatory Statement pursuant to Section 102, 233 of the Companies Act, 2013, read with Section 108 of the Companies Act, 2013, and Companies (Management and Administration) Rules, 2014, as amended, stating all material facts, day, date, of interest, if any, and reasons there for the proposal is annexed hereto and forms part of this Notice.
3. The Notice is being sent through the Registered Post to those members who have not registered their E and FIDs with the Company and the Depository Participants, and is also being sent electronically by e-mail to those members who have registered their e-mail IDs with their Depository Participants and with the Company, whose names appear in the Register of Members/Beneficial Depositories as on 21st March, 2018.
4. Members are informed that in case of joint holders the Notice will be sent only to such joint holder whose name stands first in the Register of Members of the Company.
5. Members holding shares in the same name under different Folios are requested to apply for consolidation of such Folios and send the relevant share certificates to the Share Transfer Agent.
6. The soft copy of the Notice is also available at the website of the Company – alpinecommercial.co.in
7. The Applicant Company has engaged the services of NSDL for Facilitating remote voting of the said meeting to be held on 28/03/2018.
8. Dr. Arun Dasgupta, Practicing Company Secretary, has been appointed as the Scrutinizer to scrutinize the voting and determine and provide in a fair and transparent manner and he has communicated his willingness to be appointed and will be available for same purpose. The Scrutinizer shall, immediately after the conclusion of Voting at the meeting, tally and the votes cast at the Meeting, therefore, enclose the votes cast through remote voting in the presence of at least two witnesses not in the employment of the Company and make a consolidated Scrutinizer's Report of the final votes cast in favor or against, if any, to the Chairman or a person authorized by him in writing, who shall countersign the same.
9. Members may contact Smt. Debi Bhattacharya, Compliance Officer, Email: info@alpinecommercial.co.in, Contact No. 9836161447 for any grievances connected with voting by electronic means at the Registered Office of the Company at 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal.
10. The voting rights of members shall be in proportion to their shareholding in the paid up equity share capital of the Company as on 21st March, 2018 being the cut-off date.
11. In addition to the providing of E-Voting facility, the Company is convening a physical Meeting of the shareholders of the Company on Wednesday, the 28th March, 2018 at 11.30 a.m. at The Bengal Club Limited, 43/44 303, P.H. Russell Street, Kolkata – 700071, West Bengal for obtaining their approval to the proposed Scheme of Arrangement.
12. **Procedure & Instructions for E-voting: Company Name**

ALPINE COMMERCIAL CO LTD

- (A) Pursuant to the provisions of Section 108 and other applicable provisions of any of the Companies Act, 2013 and the Companies (Management and Administration) Rules, 2014, as amended and Sub-regulation (1) of Regulation 41 of SEBI (LODR) Regulations, 2015, the Company is pleased to provide its members facility to exercise their right to vote on resolutions proposed by electronic means. The members may cast their votes using an electronic voting system from a place other than the venue of the Meeting (remote voting).
- (B) The facility for voting through Polling paper shall be made available at the Meeting and the members attending the meeting will be able to cast their vote by remote voting. shall be able to vote at the Meeting.
- (C) The members who have cast their vote by remote voting prior to the meeting may also attend the Meeting but shall not be entitled to cast their vote again.
- (D) The Members whose names appear in the Register of Members/ List of Beneficial Owners as on 21st March, 2018 (cut-off date), are entitled to vote on the resolution set forth in this Notice.
- (E) Pursuant to the provisions of Section 107 and 108, read with the Companies (Management and Administration) Rules, 2014, the Company is pleased to offer the option of E-Voting facility to all the members of the Company. For the purpose, the Company has entered into an agreement with National Securities Depository Limited (NSDL) for facilitating remote voting.
- (F) The voting period begins on 28th March, 2018 at 9.00 A.M. and ends on 27th March, 2018 at 5.00 P.M. During this period shareholders of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date of 21st March, 2018 may cast their vote electronically. The voting module shall be disabled by NSDL for voting after 27th March, 2018 at 5.00 P.M.
- (G) Shareholders who have already voted prior to the meeting date through remote voting would not be entitled to attend the meeting & vote.
- (H) Every member has the right to opt for only mode for voting i.e., either by E-Voting or through poll at the Convened Meeting. If you opt for E-Voting, then please do not vote by poll at the Convened Meeting.



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata - 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

Member do cast their vote, by more than one mode of voting, then first mode of voting done through any of the aforesaid modes shall prevail and voting by other modes shall be treated as invalid.

The instructions for shareholders voting electronically are as under:

- (i) The shareholders should log on to the e-voting website www.evotingindia.com.
- (ii) Click on Shareholders.
- (iii) Now enter your User ID
 - a. For NSDL: 8 Character DP ID followed by 8 Digits Client ID.
 - b. Members holding shares in Physical Form should enter Folio Number registered with the Company.
- (iv) Next enter the Image Verification as displayed and Click on Login.
- (v) If you are holding shares in demat form and had logged on to www.evotingindia.com and voted on an earlier voting of any company, then your existing password is to be used.
- (vi) If you are a first time user follow the steps given below:

For Members holding shares in Demat Form and Physical Form

PAN	Enter your 10 digit alpha-numeric *PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders) -
	Members who have not updated their PAN with the Company / Depository Participant are requested to use the first two letters of their name and the 8 digits of the folio/client id number in the PAN field.
	In case the folio number is less than 8 digits enter the applicable number of 0's before the number after the first two characters of the name in CAPITAL letters. Eg. If your name is Ramesh Kumar with folio number then enter RA00000001 in the PAN Field.
DOB	Enter the Date of Birth as recorded in your demat account or in the company records for the said demat account or folio in DD/MM/YYYY format.
Dividend - Bank Details	Enter the Dividend Bank Details as recorded in your demat account or in the company records for the said demat account or folio.
	* Please enter the DOB or Dividend Bank Details in order to login. If the details are not recorded with the depository or company please enter the number of shares in the Dividend Bank details field

- (vii) After entering these details appropriately, click on "SUBMIT" tab.
- (viii) Members holding shares in physical form will then directly reach the Company selection screen. However, members holding shares in demat form will now reach 'Password Creation' menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through NSDL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- (ix) For Members holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
- (x) Click on the EVSN for the relevant Alpine Commercial Co Ltd. on which you choose to vote.
- (xi) On the voting page, you will see "RESOLUTION DESCRIPTION" and against the same the option "YES/NO" for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
- (xii) Click on the "RESOLUTIONS FILE LINK" if you wish to view the entire Resolution details.
- (xiii) After selecting the resolution you have decided to vote on, click on "SUBMIT". A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.
- (xiv) Once you "CONFIRM" your vote on the resolution, you will not be allowed to modify your vote.
- (xv) You can also take out print of the voting done by you by clicking on "Click here to print" option on the Voting page.
- (xvi) If Demat account holder has forgotten the same password then enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.
- (xvii) Shareholders can also cast their vote using CDSL's mobile app m-Voting available for android based mobiles. The m-Voting app can be downloaded from Google Play Store. Please follow the instructions as prompted by the mobile app while voting on your mobile.
- (xviii) Note for Non - Individual Shareholders and Custodians

Non-Individual shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to www.evotingindia.com and register themselves as Corporates.

A certified copy of the Registration Form bearing the stamp and sign of the entity should be emailed to



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off : 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal

Email: info@alpinecommercial.co.in , Website: alpinecommercial.co.in

Ph. No. 22307874

helpdesk.evoting@nsdlindia.com.

- After receiving the login details they have to create compliance user should be created using the admin login and password. The Compliance user would be able to link the account(s) for which they wish to vote on.
 - The list of accounts should be mailed to helpdesk.evoting@nsdlindia.com and on approval of the accounts they would be able to cast their vote.
 - A scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.
- (xix) Any person who acquires shares of the Company and becomes a Member of the Company after dispatch of the Notice and holds shares as on the cut-off date, i.e. 21st March, 2018 may follow the same instructions as mentioned above for e-Voting.
- (xx) In case you have any queries or issues regarding e-voting, you may refer the Frequently Asked Questions ("FAQs") and e-voting manual available at www.evotingindia.com under help section or write an email to helpdesk.evoting@nsdlindia.com.
- (G) Voting can be exercised only by the shareholder or his/her duly constituted attorney/proxy or, in case of bodies Corporate, the duly authorized person.
- (H) The Results of the Meeting shall be declared within three (3) days of the conclusion of the Convened Meeting. The Results declared along with the Scrutinizer's Report shall be placed on the Company's website alpinecommercial.co.in and on the website of NSDL and shall be communicated to CSE Limited.



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata - 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

STATEMENT UNDER SECTION 230(3) OF THE COMPANIES ACT, 2013 / EXPLANATORY STATEMENT UNDER SECTION 233 OF THE COMPANIES ACT, 2013 AND RULE 25 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016, READ WITH SECTION 102 OF THE COMPANIES ACT, 2013

- (a) A Scheme of Arrangement between Sunshine Niwash Private Limited (Transferor Company) and Alpine Commercial Co Ltd (Transferee Company) ("Scheme"), was proposed and the same was approved by the Board of Directors of the Transferee Company and the Board of Directors of the transferor Company at their respective meetings held on 04.04.2017 & 04.04.2017 respectively by passing a Board Resolution. The Board of respective Companies further at their respective meetings, took note and incorporated provisions of Section 233 of the Companies Act, 2013.
- (b) Pursuant to the Scheme of Arrangement entered by M/s. Sunshine Niwash Private Limited with M/s. Alpine Commercial Co Ltd, meetings of the Equity Shareholders, Secured Creditors and unsecured Creditors of the Company are being convened and held for the purpose of considering and, if thought fit, approving with or without modification(s), the arrangement embodied in the Scheme of Arrangement of M/s. SUNSHINE NIWASH PRIVATE LIMITED (hereinafter referred to as the "Applicant Company" or "SNPL" or the "Transferor Company" as the context may admit), a Company incorporated under the Companies Act, 1956 ("Act") with M/s. ALPINE COMMERCIAL CO LTD (herein after referred to as the "ACCL" or the "Transferee Company" as the context may admit), a Company incorporated under the Companies Act, 1956 ("Act").
- (c) A copy of the Scheme setting out details of parties involved in the proposed Scheme, appointed date, registration date, share exchange ratio and other relevant particulars is attached herewith and forms part of the Notice as well as this Explanatory Statement thereto.
- (d) The Board of Directors of the Transferor Company has at their meeting held on 4th April, 2017 passed a resolution approving the Scheme of Amalgamation (the Scheme) between the Transferor Company and the Transferee Company and their respective shareholders. Similarly, the Board of Directors of the Transferee Company has approved the said Scheme of Amalgamation in their meeting held on 4th April, 2017. The board (s) of both the companies have further took note of the legal position consequent to bringing into force the provisions of the Section 233 and other relevant provisions of the Act and have made the changes in the Scheme and the related items to bring in line with the statutory requirement although the content and spirit of the same remained same.
- (e) While approving the proposed Scheme, amongst others, the Board of Directors considered the following:
- The Transferor Company is a wholly owned subsidiary of the Transferee Company. Retaining the Transferor Company as a separate legal entity results in increased administrative hassle and also cash outflow on various unavoidable expenses. The management thus believes that having multiple entities does not have any commercial benefit and results in carrying out duplication of efforts, higher administrative cost and hassles. The amalgamation of the Transferor Company would result into streamlining the operations of the Group from global perspective and would also result in saving of administration cost and increase in operating efficiencies.
 - The Scheme does not affect the rights and interests of the shareholders or the creditors of the Transferee Company. The Shareholding and other rights of the members of the Transferee Company will remain unaffected as there is no change in the capital structure. Further, the Creditors of the Transferee Company will not be affected by the Scheme.
 - There is no likelihood that any creditor of the Company would lose or be prejudiced as a result of the Scheme being passed. The latest Audited Accounts of the Companies indicate that they are in a solvent position and the Amalgamated Company i.e., the Transferee Company would emerge stronger and thus would be able to meet the liabilities as they arise in the ordinary course of business.
 - The Audit Committee of the Transferee Company had also recommended the Scheme.

DETAILS OF THE SALIENT PROVISIONS OF THE SCHEME OF ARRANGEMENT

- List of the Companies/Parties involved in the Scheme of Amalgamation:
 - ALPINE COMMERCIAL CO LTD ("Transferee Company")
 - SUNSHINE NIWASH PRIVATE LIMITED ("Transferor Company")
- Details of the Companies/Parties to the Scheme of Amalgamation:
 - ALPINE COMMERCIAL CO LTD
 - ALPINE COMMERCIAL CO LTD- The Transferee Company was originally incorporated under the Companies Act, 1956 on 15th day of January, 1983 with the Registrar of Companies in West Bengal with Corporate Identification Number L65999WB1983PLC035690. ALPINE COMMERCIAL CO LTD- The Transferee Company along with its nominee holds 100% of the paid-up equity share capital of SUNSHINE NIWASH PRIVATE LIMITED - the Transferor Company. The Permanent Account Number (PAN) is AAOCA2001L. The email id of ALPINE COMMERCIAL CO LTD is



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata - 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

info@alpinecommercial.co.in ALPINE COMMERCIAL CO LTD have a dedicated website and the website address is alpinecommercial.co.in

- (h) The Registered Office of the Applicant Company is situated at 6A, DR RAJENDRA PRASAD SARANI, KOLKATA - 700001 in the State of West Bengal within the jurisdiction Regional Director, Eastern Region, Ministry of Corporate Affairs.
- (c) During the last five years, there has been no change in name, objects and the registered office of ALPINE COMMERCIAL CO LTD.
- (d) The objects for which the TRANSFEREE COMPANY has been established are set out in its Memorandum of Association. The main objects are set out hereunder:
1. To carry on the business of Investment & Financial Company and to invest in and acquire and hold and otherwise deal in share, stock, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or elsewhere and debentures, debenture-stock, bonds, obligations and securities issued or guaranteed by any Government, State, Dominion, Sovereign Ruler, Commissioner, Public body or authority, supreme municipal local or otherwise, whether in India or elsewhere.
 2. To carry all or any of the business of Financiers of Industrial, commercial and other enterprises and general financiers, film financiers, producers, and distributors and exhibitors, money lenders, sahukars, trustees, real estate owner, landlord, real estate agents, builders, underwriters, guarantors, hire purchase dealers, investors, promoters, brokers and dealers of and in shares, stocks, debentures, securities, bonds, obligations, claims, licenses and charges, land, buildings, houses easements, negotiable instruments, decrees, book debts patents, factories, mines, industrial undertaking, business concerns, warehouses, property and right of all kinds, agricultural land, farms, gardens, flats, showroom, offices, residential units, shops and godowns, business of Insurance agents, safe deposit company and such other business and acts required in connection therewith and to receive on deposit or borrow and raise money provided that the company shall not carry on the business of Banking as defined under the Banking Regulation Act, 1949.
 3. To carry on the business of financing industrial Enterprises whether by way of making loans or advance to or subscribing to Capital of private industrial Enterprises in India.
 4. Subject to provisions of Act & Direction issued by RBI to receive money on interest or otherwise and to lend money & negotiate with or without security to such Company, firms or persons and on such conditions as may seem expedient and to guarantee the performance of contracts by, any persons, company or firms provided that the company shall not carry on the business of banking.
 5. To purchase or otherwise acquire, sell, dispose of, manage, lease, turn, to account and deal in real and personal property of all kinds, and in particular lands, buildings, hereditaments, business concerns and undertakings, mortgages, charges, annuities, patents, licenses, concessions, option, policies, book debts, claims, merchandise and other property in India or elsewhere and any interest in real or personal property, and any claims against such property, or against any persons or company and as regards land to develop the resources thereof by improving and constructing commercial and residential buildings, markets, hospitals, and public and private works of all kinds which may seem calculated directly or indirectly to enhance the value of any property in which the company is interested and generally to carry on any business which can be conveniently carried on in connection with any of the Company's objects.
 6. To carry on all or any of the business of buyers, sellers, suppliers, investors, traders, merchants, importers, exporters, hire purchase dealers, indentors, brokers, agents, assemblers, packers, stockiest distributors and dealers of and in all kinds of agricultural produce, dairy produce, food articles, forest, products plantations crops like Tea, Coffee, Tobacco, minerals, metals, industrial and other wastes and other wastes and by-products, industrial and other gases, fire wood, coal and coke, oils and lubricants, fuels, Alcohol, wines and Beverages, edible and non-edible oils and fats, sugar and molasses, consumer goods, household goods, hardware and stores, Plant and Machinery, Generating sets, Earth moving equipments, stores, spare parts and accessories, Commercial, natural and man-made fibers, textiles of all kinds, all types of cements, chemicals, drugs, building materials, wire and wire products, all types of cables and insulating materials, all types of electrical goods, vehicles parts, automobiles parts, machine parts, industrial components, plastics and electronic part Et devices hullion, precious stones, work of art, antique, curios, jewelry and ornaments and in all kinds of machinery accessories and other things required in connection therewith.

(a) TRANSFEREE COMPANY is a Non Banking finance Company duly registered with Reserve Bank of



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off: 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

India and is presently engaged in Non Banking Financial activities.

- (b) The authorised, issued, subscribed and paid-up share capital of the Applicant Company as on the date of approval of the Scheme of Amalgamation by the Board of Directors viz. 04th April, 2017, was as set out below:

Particulars	Amount
Authorized share capital	
22,50,000 Equity Shares of Rs.10/- each	2,25,00,000/-
TOTAL	2,25,00,000/-
Issued, subscribed and paid-up share capital	
7,20,000 Equity Shares of Rs.10/- each fully paid-up	72,00,000/-
TOTAL	72,00,000/-

The Equity Shares of the Transferee Company are listed on CSE Limited the only stock exchange.

- (c) Subsequent to 04th April, 2017 there has been no increase in the authorized, Issued, Subscribed and Paid up Share capital of the Company.
- (d) The details of the promoters and present directors of the Applicant Company along with their addresses are as follows

I. PROMOTERS & PROMOTER GROUPS

SL. NO	NAME OF THE PROMOTERS	ADDRESS	NO OF SHARES HELD
1	KRISHNA KUMAR DALMIA	92N, Block-E, New Alipore, Kolkata – 700053.	2,64,410
2	PRADYUMA DALMIA	92N, Block-E, New Alipore, Kolkata – 700053.	38,000
3	UMA KOJANI	28B, ROWLAND ROAD 4TH FLOOR, FLAT NO. 19, KOLKATA 700020	21,050
4	MOHAN LAL KOJANI	7G, CLIVE ROW, KOLKATA-700001	4,310
5	URMILA KOJANI	28B, ROWLAND ROAD 4TH FLOOR, FLAT NO. 19, KOLKATA 700020	500
6	SANTOSH KUMAR KOJANI	28B, ROWLAND ROAD 4TH FLOOR, FLAT NO. 19, KOLKATA 700020	500
7	SAVITRI DEVI KASERA	15D, RAJA SANTOSH ROAD, KOLKATA-700027	300
8	BISWANATH KASERA	15D, RAJA SANTOSH ROAD, KOLKATA-700027	300
9	VIKRAM KASERA	7 B DEODAR STREET, P.O BALLYGUNGE KOLKATA 700019	200
10	RITU KASERA	15D, RAJA SANTOSH ROAD, KOLKATA-700027	100
11	LAXMINARAYAN KOJANI	28B, ROWLAND ROAD 4TH FLOOR, FLAT NO. 19, KOLKATA 700020	10

DIRECTORS

SL. NO	NAME OF THE DIRECTORS	ADDRESS	NO OF SHARES HELD
1	VIKRAM KASERA	7 B DEODAR STREET, P.O BALLYGUNGE KOLKATA 700019	200
2	SHAILJA PODDAR	34, RAJA SANTOSH ROAD KOLKATA 700027	-
3	MOHANLAL KOJANI	28B, ROWLAND ROAD 4TH FLOOR, FLAT NO. 19, KOLKATA 700020	4,310
4	SOUGATA DEY	CHANDRABATI VILLAGE ROAD (PARA) THANAMAKUYA SANKRAIL HOWRAH 711109	-
5	NIKHIL KEDIA	89/115 D.N BANNERJEE ROAD, RISHRA LAKHOTIA MEDICAL, RISHRA 712248	-

B. SUNSHINE NIWASH PRIVATE LIMITED

- (a) SUNSHINE NIWASH PRIVATE LIMITED - The Transferor Company was originally incorporated under the Companies Act, 1956 on 9th day of May 1995 with the Registrar of Companies in West Bengal with Corporate Identification Number U70101WB1995PTC071453. SUNSHINE NIWASH PRIVATE LIMITED - The Transferor Company is a wholly owned subsidiary of ALPINE COMMERCIAL CO LTD. The Transferee Company. ALPINE COMMERCIAL CO LTD - The



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off: 6A, Dr. Rajendra Prasad Sarani, Kolkata - 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

Transferee Company along with its nominee holds 100% of the paid-up equity share capital of SUNSHINE NIWASH PRIVATE LIMITED – the Transferor Company. The Permanent Account Number (PAN) is AADCS8054Q. The email id of SUNSHINE NIWASH PRIVATE LIMITED is info@diamondgroupweb.com. SUNSHINE NIWASH PRIVATE LIMITED does not have a dedicated website.

- The Registered Office of the Applicant Company is situated at 12, GOVERNMENT PLACE EAST, KOLKATA - 700069 in the State of West Bengal within the jurisdiction Regional Director, Eastern Region, Ministry of Corporate Affairs.
- During the last five years, there has been no change in name, objects and the registered office of ALPINE COMMERCIAL CO LTD.
- The objects for which the TRANSFEROR COMPANY has been established are set out in its Memorandum of Association. The main objects are set out hereunder:

1 To purchase or otherwise acquire lands, houses, buildings, sheds and other fixtures on lands and buildings and to let them out on lease, rent, contract, or any agreement as may be deemed fit by the company. To acquire, improve manage, develop all rights in respect of leasehold and freehold rights of properties and to sell and dispose of, turn to account and otherwise deal with the property of all kinds including land, buildings etc. To construct, erect and maintain, buy and allot, houses and apartments, flats of parts thereof to any persons and on such terms and conditions as may be deemed fit by the company. To lend or advance money to builders and other persons on securities of all descriptions whether real or personal and to grant loans upon mortgage of any lands, buildings and hereditaments of whatever tenure for the improvements there of or otherwise. To carry on the business of builders, surveyors, house and Estate agents. To erect and construct houses, buildings or works of every description on any land of the company or upon any other property, and to pull down, re-build, enlarge, alter and improve existing houses, buildings or works there on, to convert and appropriate any such land into roads, streets, squares, gardens, and other conveniences. To direct the construction and management of the properties, buildings, lands and estates of persons, whether members of the Company or not and to act as contractors for any person, or governmental authorities for the construction of buildings of all description, roads, bridges, earth work, sewers, tanks, drains, culverts, channels sewage, tanks, or other works, or things that may be necessary or convenient of any of the objects of the Company.

2 To carry on business as house, land and estate agents and to arrange or undertake the sale, purchase or advertise for sale or purchase, assist in selling or purchasing and find or introduce purchasers or vendors of and to manage land, buildings, and other property, whether belonging to the Company or not, and to let any portion of any premises for residential trade or business purposes, or other private or public purposes, and to collect rents and income and to supply to tenants and occupiers and others refreshment clubs, public halls messengers, lights, waiting rooms, reading rooms, meeting rooms, lavatories, laundry, conveniences electric conveniences, garages and other advantages.

- (b) The authorised, issued, subscribed and paid-up share capital of the Applicant Company as on the date of approval of the Scheme of Amalgamation by the Board of Directors viz. 04th April, 2017, was as set out below:

Particulars	Amount
Authorized share capital	
3,00,000 Equity Shares of Rs.10/- each	30,00,000/-
TOTAL	30,00,000/-
Issued, subscribed and paid-up share capital	
3,00,000 Equity Shares of Rs.10/- each fully paid-up	30,00,000/-
TOTAL	30,00,000/-

- (c) The Equity Shares of the Transferee Company are listed on CSE Limited the only stock exchange.
- (d) Subsequent to 04th April, 2017 there has been no increase in the authorized, Issued, Subscribed and Paid up Share capital of the Transferor Company.
- (e) The Details of the promoters and present directors of the Applicant Company along with their addresses are follows



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

I. PROMOTERS

SL. NO	NAME OF THE PROMOTERS	ADDRESS	NO OF SHARES HELD
1	ALPINE COMMERCIAL COMPANY LIMITED	6A, DR RAJENDRA PRASAD SARANI, KOLKATA - 700001	3,00,000 (100%)
Sri Navin Kumar Bhartia and Sri Pradyumana Lohia, nominee representative of Alpine Commercial Co. Limited holds 100 shares each for the purpose of holding meetings and conducting day to day affairs of the Company.			

II. DIRECTORS

SL. NO	NAME OF DIRECTORS	ADDRESS	NO OF SHARES HELD
1	NAVIN KUMAR BHARTIA	FLAT # 11W, RAJANIGANDHA, 25B, BALLYGUNGE PARK, KOLKATA 700019	NIL
2	PRADYUMANA LOHIA	18C, ALIPORE ROAD, ALIPORE KOLKATA 700027	NIL

3 BACKGROUND OF THE SCHEME

1. The Transferee Company (ALPINE), a listed public limited company incorporated on 15th January, 1983 incorporated under the provisions of the Companies Act, 1956. The Transferee Company was registered as a Non Banking Finance Company by the Reserve Bank of India vide Certificate of Registration granted to it on 25th September, 1998 vide registration no. 05.02930.
2. The Transferor Company (SUNSHINE) was incorporated on 09th May, 1995 incorporated under the provisions of the Companies Act, 1956. The Transferor Company is a wholly owned subsidiary of the Transferee Company. The Transferor Company is into funding business and it can be easily combined and carried forward by the Transferee Company.
3. The net owned fund of the Transferee Company is below Rs 200 lacs. The Transferee Company is required to achieve a net owned fund in excess of Rs 200 lacs by 31st March, 2017, failing which the Certificate of Registration will lead to its cancellation.
4. The Transferor Company is a Wholly Owned Subsidiary of the Transferee Company. The Transferor Company has Net Worth of more than RS 1800 lacs as on 31st March, 2017. Upon amalgamation of the subsidiary company with the parent company with effect from 01st April, 2016 the net owned fund of the Transferee Company will be beyond Rs 200 lacs thus fulfilling the requirements of Reserve Bank Of India.
5. The Scheme envisages amalgamation of the wholly owned subsidiary with parent company. Upon coming into effect of the Scheme the Transferor Company shall stand dissolved without any further act or deed.

4. SALIENT FEATURES OF THE SCHEME:

1. This scheme of amalgamation is presented under sections 233 and other applicable provisions of the Companies Act, 2013 for the amalgamation of SUNSHINE NIWASH PRIVATE LIMITED ("The Transferor Companies") with ALPINE COMMERCIAL COMPANY LIMITED ("The Transferee Company").
2. The Transferor Companies and the Transferee Company have filed Form CAA.9 along with the Draft Scheme of Amalgamation to the Registrar of Companies, Kolkata and the Official Liquidator, Kolkata in terms of section 233 of the Companies Act, 2013 and the rules made there under.
3. "Appointed Date" for the scheme is April 1, 2016.
4. "Registration Date" means the dates on which the Central Government registers the Scheme and issues a confirmation thereof to the Transferee Company/Transferor Company under section 233(3) or 233(7) of the Act, as the case may be.
5. Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking of the Transferor Companies shall, pursuant to the provisions of Section 233 and other applicable provisions, if any, of the Act, be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing to be done, made, executed or as to be done, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

6. All the assets and properties comprised in the Undertaking, of whatsoever nature and where so ever situate, whether or not recorded in the books of the Transferor Companies, including assets and properties acquired on or after the appointed date, shall, under the provisions of Section 233 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, the assets and properties of the Transferee Company.
7. In respect of such of the assets and properties of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by the Transferor Companies and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance for the same.
8. In respect of movables other than those dealt with in clause 7 above, assets including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, as the case may be, that the said debt, loan, advance, balance or deposit stands transferred and vested in the Transferee Company).
9. All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall, under the provisions of Section 233 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.
10. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all liabilities relating to and comprised in the Undertaking including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings (including warranties and guarantees given) if any of the Transferor Companies of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized for its business activities and operations (herein referred to as the "Liabilities"), shall, under the provisions of Section 233 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with, any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding on the Registration Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause.
11. All debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date, whether or not provided in the books of the Transferor Companies, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Companies on or after the Appointed Date till the Registration Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme, which shall meet, discharge and satisfy the same.



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata - 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

12. Where any such debts, loans raised, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date have been discharged or satisfied by the Transferor Companies after the appointed date and prior to the Registration Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
13. All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies in the ordinary course of its business after the Appointed Date and prior to the Registration Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Registration Date, shall, upon the coming into effect of this Scheme and under the provisions of Section 233 of the Act, without any further act, instrument or deed be and stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
14. Loans, advances and other obligations if any, due or which may at any time in future become due between the Transferor Companies and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.
15. The transfer and vesting of the assets comprised in the undertaking shall be subject to the mortgages and charged, if any, affecting the same, as and to the extent hereinafter provided. All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any as on the Appointed Date and created by the Transferor Companies after the Appointed Date, over the assets comprised in the Undertaking or any part thereof transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the Transferor Companies, the same shall, after the Registration Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Registration Date and as are transferred to the Transferee Company, and such encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however, that no encumbrances shall have been created by the Transferor Companies over its assets after the date of filing of the scheme without the prior written consent of the Board of Directors of the Transferee Company. The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Registration Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme. It is expressly provided that, no other term or condition of the Liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
16. Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments, of whatsoever nature to which the Transferor Companies is a party or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or have effect immediately before the Registration Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee or obligor thereto or there under.
17. On and from the Appointed Date, all suits, actions, claims and legal proceedings, if any by or against the Transferor Companies pending and/or arising on or before the Registration Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Registration Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company.
18. With effect from the Appointed Date, all profits, reserves, income accruing to or losses and expenditure, if any (including payment of penalty, damages or such litigation) arising or incurred by the Undertaking of Transferor



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

Companies shall for all purposes, be treated as the profits or reserves or income or losses or expenditure, as the case may be of Transferee Company;

19. Upon Registration of the Scheme, the Transferee Company shall file an Application indicating the revised authorized capital and pay the prescribed fees due on the revised fees. Provided that, the fee, if any, paid by the Transferor Company on its Authorized Capital prior to its merger with the Transferee Company shall be set-off against the fees payable by the Transferee Company on its Authorized Capital as increased by the present scheme of Amalgamation.
20. The scheme will not have any impact on the employees of the Transferee Company as they would continue to be in employment of the Transferee company without any change in their term of employment on account of the scheme. Further, no change in the Board of Directors of the Transferee Company is envisaged on account of the scheme.
21. The Transferor Company is a wholly owned subsidiary of the Transferee Company. As a result, upon the scheme becoming effective, no shares of the Transferor Company shall be allotted in lieu or exchange of its holding in the Transferor Companies and the entire issued, subscribed and paid up share capital of the Transferor Companies shall stand cancelled. Any sum of money owed by Transferee Company in Transferor Companies or vice versa or Transferor Companies inter-se shall stand cancelled.
22. All cost, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing this scheme and matters incidental thereto, shall be borne by the Transferee Company.
23. The amalgamation is in the nature of merger and shall be accounted in the books of Transferee Company as per the provisions of Accounting Standard-14 issued by the Institute of Chartered Accountants of India. The difference between the carrying amount of investment as appearing in the books of the Transferee Company relating to its holding in the shares of the Transferor Company and the net assets of the Transferor Company will be adjusted in reserves in the financial statements of the Transferee Company.
24. 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:
 - a) **Approval of shareholders /Creditors, if any of Transferor Companies and Transferee Company:**

The approval and agreement of the Scheme by the requisite majorities of Equity Shareholders and Creditors, if any of the Transferor Companies and the Transferee Company under Section 233 of the said Act.
 - b) **Registration of the Scheme by the Central Government:**

The registration of the Scheme under Section 233 (3) or 233 (7) of the Act, as the case may be, by the Central Government.
 - c) **Approval of SEBI and Stock Exchanges:**

In view of the SEBI Notification No. SEBI/LAD/NRO/CN/2016-17/029 dated 15.02.2017 and in terms of Circular No. CFD/DIL3/CIR/2017/21 dated 21.03.2017, drafts scheme of Amalgamation of Wholly owned subsidiaries with their parent company shall be filed with the Stock Exchanges for the purpose of disclosures and Stock Exchanges shall disseminate the scheme documents on their website. No further compliance shall be required for Scheme of Amalgamation of a wholly owned subsidiary with its parent company.

Note:- You are requested to read the entire text of the scheme to get fully acquainted with the provisions thereof

For the purposes of better, efficient and economical management, control and running of the business of the undertakings concerned and for administrative convenience and to obtain advantage of economy of large scale and to broad base the present business, the present Scheme is proposed to amalgamate the TRANSFEROR COMPANY with the TRANSFEE COMPANY.

5. Capital Structure Pre and Post Amalgamation

- A. Pre amalgamation capital structure of the Transferor Company is mentioned in paragraph 2 B (a)
- B. Pre and post-amalgamation capital structure of the Transferee Company is as follows:

Particulars	Pre-Amalgamation		Post-Amalgamation	
	No. of Shares	Amount (Rs.)	No. of Shares	Amount (Rs.)
Authorized Capital				



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

Equity shares of Rs. 10/-	22,50,000	22,500,000	22,50,000	22,500,000
Issued, Subscribed & Fully Paid up				
Equity shares of Rs. 10/-	7,20,000	7,200,000	7,20,000	7,200,000

6. PRE AND POST AMALGAMATION SHAREHOLDING PATTERN

The Pre amalgamation List of Shareholders of the Transferor Company is as follows:

Name of shareholder	No of shares	%
ALPINE COMMERCIAL COMPANY LIMITED	3,00,000	100

The Pre and Post amalgamation List of Shareholders of the Transferee Company is as follows:

Name of shareholder	Pre-Amalgamation		Post Amalgamation	
	No of shares	%	No of shares	%
PROMOTER AND PROMOTER GROUP				
KRISHNA KUMAR DALMIA	2,64,410	36.72	2,64,410	36.72
PRADYUMN DALMIA	38,000	5.29	38,000	5.28
UMA KOJANI	21,050	2.92	21,050	2.92
MOHAN LAL KOJANI	4,310	0.60	4,310	0.60
URMILA KOJANI	500	0.07	500	0.07
SANTOSH KUMAR KOJANI	500	0.07	500	0.07
SAVITRI DEVI KASERA	300	0.04	300	0.04
BISWANATH KASERA	300	0.04	300	0.04
VIKRAM KASERA	200	0.03	200	0.03
RITU KASERA	100	0.01	100	0.01
LAXMINARAYAN KOJANI	10	0.00	10	0.00
GENERAL PUBLIC	3,90,320	54.21	3,90,320	54.21
	72,00,000	100.00	72,00,000	100.00

7. RELATIONSHIP BETWEEN THE COMPANIES

M/s SUNSHINE NIWASH PRIVATE LIMITED ("SUNSHINE") (the TRANSFEROR COMPANY) is a wholly owned subsidiary of ALPINE COMMERCIAL COMPANY LIMITED ("ALPINE") (the TRANSFEREE COMPANY).

8. DISCLOSURE ABOUT EFFECT OF THE AMALGAMATION ON:

(a) key managerial personnel	The Directors and Key Managerial Personnel and their respective relatives of the Transferor Company and the Transferee Company may be deemed to be concerned and/or interested in the scheme only to the extent of their shareholding in their respective companies, or to the extent the said directors/ KMP are the partners, directors, members of the companies, firms, body corporate that hold shares in any of the companies. Save as aforesaid, none of the directors, managing director or the manager or KMP of the Transferor Company or Transferee Company has any material interest in the scheme
(b) directors:	
(c) promoters:	Not Applicable
(d) non-promoter members:	Not Applicable
(e) depositors:	Not Applicable
(f) creditors:	No impact
(g) debenture holders:	Not Applicable
(h) deposit trustee and debenture trustee:	Not Applicable
(i) employees of the Company:	No impact



9. GENERAL :

1. The Transferee Company and the Transferor Companies have served notice in Form CAA 9 to Registrar of Companies and Official Liquidator on 05th September, 2017.
2. The Registrar of Companies, West Bengal vide its letter dated 12th December, 2017 has given the no objection/ in principal approval of the proposed scheme of amalgamation under section 233 of the Companies Act, 2013 and suggested to include the following clauses in the proposed Scheme of amalgamation:
 - a) That the share capital clause of the scheme shall include the class and category of company which enters into the scheme of amalgamation i.e. holding and wholly owned subsidiary company.
 - b) That the scheme shall include the clause related to providing "purchase of share held by the descending shareholders/debtors, creditors", if applicable.
 - c) This office has scrutinized the scheme of amalgamation for its limited internal purpose/in principle approval for deciding on the matter of amalgamation of the transferors and transferee companies and it should not for any reason affects the interest of public.
3. In terms of the Regulation 37(6) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 the Transferee Company has submitted the Draft Scheme of Merger with the Calcutta Stock Exchange Limited on 15th February, 2018.
4. In relation to the meeting of the Transferee Company, equity shareholders of the Transferee Company whose names appear in the records as on record date/cut-off date shall be eligible to attend and vote at the meeting of equity shareholders of the Company.
5. The amount due from the Transferor Company to its Secured and unsecured creditors as on 28th February, 2018 are as follows:

Secured Creditors - Rs. Nil
Unsecured Creditors - Rs. 31,28,24,042/-
6. The amount due from the Transferee Company to its Secured and unsecured creditors as on 28th February, 2018 are as follows:

Secured Creditors - Rs. Nil
Unsecured Creditors - Rs. Nil
7. The rights and interests of secured creditors and unsecured creditors of either of the Transferor Companies or the Transferee Company will not be prejudicially affected by the scheme and the Transferee Company will be able to meet its liabilities as they arise in the ordinary course of business.
8. None of the directors of both the Transferor Companies and Transferee Company are in any way connected or interested in the aforesaid resolution except to the extent of shares held by them.
9. There are no winding up proceedings pending against the Transferor Companies and the Transferee Company as of date.
10. No investigation proceedings are pending or are likely to be pending under the provisions of chapter XIV of the Companies Act, 2013 or under the provisions of the Companies Act, 1956 in respect of Transferee Company and Transferor Company.
11. The Board of Directors of Transferee Company at the meeting held on 04th April, 2017 has approved the Scheme and all the Directors attended at the said meeting and the resolution for approving the Scheme of Amalgamation was passed unanimously by all the directors present.
12. The Board of Directors of Transferor Company at their meeting held on 04th April, 2017 has approved the Scheme and all the Directors attended at the said meeting and the resolution for approving the Scheme of Amalgamation was passed unanimously by all the directors present.
13. The present Scheme of Amalgamation is by and between wholly owned subsidiary company and its holding company and henceforth the entire paid up capital of the Transferor Company being the Subsidiary Company shall stand cancelled. Accordingly, no valuation report or fairness opinion is required.
14. The entire paid up capital of the Transferor Company shall stand cancelled upon the Scheme of Amalgamation becoming effective, as the Transferor Company is a wholly owned Subsidiary of the Transferee Company. Apart from the above, no capital or debt restructuring, is proposed in the subject Scheme of Amalgamation.
15. This may be treated a content report adopted by the Directors of the Transferee Company and Transferor Company explaining effect of the Scheme.
16. In terms of Rule 6(3)(ix) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, Copies of the following documents are open for inspection at the Registered Office of the both Companies between 11:00 AM and 1:00 PM on any working day:

Latest audited Financial Statements of all the Companies.
Copy of Scheme of Amalgamation.
Certificate from Statutory Auditor confirming compliance with Accounting Standards



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal

Email: info@alpinecommercial.co.in , Website: alpinecommercial.co.in

Ph. No. 22307874

prescribed u/s 133 of the Companies Act, 2013 as mentioned in the Scheme.

- > Memorandum and Articles of Association of the Transferor Company and Transferee Company.
- > Declaration of Solvency in Form No. CAA 10.
- > Register of Directors' Shareholding of the Transferor Company and the Transferee Company.

A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "ALPINE COMMERCIAL COMPANY LIMITED" around the top edge and "KOLKATA" in the center. A small star is visible at the bottom of the stamp. A horizontal line extends from the signature to the left.

SCHEME OF AMALGAMATION
OF
SUNSHINE NIWASH PRIVATE LIMITED
With -

ALPINE COMMERCIAL COMPANY LIMITED;

PART - I

PREAMBLE

The Scheme has been drawn as applicable to "SMALL COMPANIES" as all the Companies involved fall within the definition of small companies as defined under section 2(85) of the Companies Act, 2013.

DEFINITION: For the purpose of this Scheme:

1. "SUNSHINE" means SUNSHINE NIWASH PRIVATE LIMITED, a company incorporated under the provisions of the COMPANIES Act, 1956 (CIN : U70101WB1995PTC071453) and having its Registered Office at 12, GOVERNMENT PLACE EAST, KOLKATA - 700069 in the State of West Bengal;
2. "ALPINE" means ALPINE COMMERCIAL COMPANY LIMITED, a company incorporated under the provisions of the COMPANIES Act, 1956 (CIN : L65999WB1983PLC035690) and having its Registered Office at 6A, DR RAJENDRA PRASAD SARANI, KOLKATA - 700001 in the State of West Bengal;
3. "THE TRANSFEREE COMPANY" means ALPINE COMMERCIAL COMPANY LIMITED or "ALPINE";
4. "THE TRANSFEROR COMPANY" means SUNSHINE NIWASH PRIVATE LIMITED or "SUNSHINE";
5. "TRANSFER DATE" or "APPOINTED DATE" means the 1st day of April, 2016.
6. "EFFECTIVE DATE" means the date when the certified copy of the order sanctioning the Scheme of Amalgamation is filed with the Registrar of COMPANY, West Bengal, by the TRANSFEROR COMPANY and the TRANSFEREE COMPANY.
7. "SCHEME" or "THE SCHEME" or "THIS SCHEME" means this Scheme of Amalgamation drawn pursuant to SEC 233 of the COMPANIES ACT, 2013, in its present form submitted to "THE CENTRAL GOVERNMENT" or with any modification(s) made under clause no.3 of Part-IV of this Scheme.
8. "THE ACT" means the COMPANIES Act, 2013 including any statutory modifications, re-enactments or amendments thereof.
9. "THE TRIBUNAL" or "THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL" shall mean the Hon'ble National Company Law Tribunal, Kolkata Bench.
10. "THE CENTRAL GOVERNMENT" mean the Authority as prescribed in Sec. 233 of the COMPANIES ACT, 2013 or Rules therein.
11. "UNDERTAKINGS OF THE TRANSFEROR COMPANY" means and includes:-

- i. All the properties, assets and liabilities of the TRANSFEROR COMPANY immediately before the TRANSFER DATE.
- ii. Without prejudice to the generality of the foregoing clause, the said undertaking shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, moveable or immovable, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent or of whatsoever nature and wherever situate including land, buildings, office equipments, vehicles, inventories, sundry debtors, cash and bank balances, loans and advances, leases, tenancy and agency rights and all other interests and rights in or arising out of such properties together with all licenses, trademarks, import entitlements and other quotas, if any, held/applied for or as may be obtained hereafter by the TRANSFEROR COMPANY or which the TRANSFEROR COMPANY are entitled to and all debts, liabilities, duties and obligations of the TRANSFEROR COMPANY of whatsoever kind.

12. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed

WHEREAS:

1. The TRANSFEROR COMPANY is the wholly owned subsidiary company of the TRANSFEREE COMPANY. The Scheme has been drawn pursuant to Sec 233 of the Companies Act 2013.
2. The TRANSFEREE COMPANY and the TRANSFEROR COMPANY are engaged in the business of investing activities.
3. For the purposes of better, efficient and economical management, control and running of the business of the undertakings concerned and for administrative convenience and to obtain advantage of economy of large scale and to broad base the present business, the present Scheme is proposed to amalgamate the TRANSFEROR COMPANY with the TRANSFEREE COMPANY.

PART - II
PRESENT CAPITAL STRUCTURE:

1. The Authorised Share Capital of TRANSFEROR COMPANY or 'SUNSHINE' is Rs.30,00,000/- divided into 3,00,000 Equity Shares of Rs.10/- each. The Issued, Subscribed & Paid-up Share Capital is Rs. 30,00,000/- divided into 3,00,000 Equity Shares of Rs.10/- each fully paid-up.
2. The Authorised Share Capital of TRANSFEREE COMPANY or 'ALPINE' is Rs. 2,25,00,000/- divided into 22,50,000 Equity Shares of Rs.10/- each. The Issued, Subscribed & Paid-up Share Capital is Rs. 72,00,000/- divided into 7,20,000 Equity Shares of Rs.10/- each fully paid-up.



PART – III
TRANSFER OF UNDERTAKINGS

1. With effect from the Transfer Date, the undertakings of the TRANSFEROR COMPANY together with their assets and liabilities shall without further act or deed be transferred to and be vested in or deemed to have been transferred to and vested in the TRANSFEREE COMPANY pursuant to Section 233 of the COMPANIES Act, 2013 (hereinafter called "the Act") subject however, to all charges, lien, mortgages, if any, then affecting the same or any part thereof as per the Orders of "THE CENTRAL GOVERNMENT" provided, however that such charges, lien, mortgages, encumbrances shall be confined only to the related assets or part thereof as may be encumbered by the TRANSFEROR COMPANY and transferred to and vested in the TRANSFEREE COMPANY on and from the TRANSFER DATE and no such encumbrances shall extend over or apply to any other asset(s) or property(ies) of the TRANSFEREE COMPANY. Any reference in any security documents or arrangements (to which any of the TRANSFEROR COMPANY is a party) to any asset(s) property (ies) of that Transferor Company it shall be so construed to the end and intent that such security shall not extend or be deemed to extend to any of the other asset(s) or property (ies) of the TRANSFEREE COMPANY.
 2. The benefit of all statutory and regulatory permissions, licences from Government & Semi-Government or Autonomous Bodies etc. including all statutory licences, permissions or approvals or consents to carry on the operations in the TRANSFEROR COMPANY shall vest in and become available to TRANSFEREE COMPANY pursuant to the Scheme and shall always be deemed to have been issued to the TRANSFEREE COMPANY and the concerned statutory authorities and licensors shall endorse and/or mutate and/or record the same, upon the filing of this Scheme as sanctioned with such authorities and licensors, so as to empower and facilitate the transfer and vesting of the undertakings of the TRANSFEROR COMPANY in the TRANSFEREE COMPANY.
 3. It is expressly provided that in respect of such assets as are movable in nature including investments or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred without requiring any deed or instrument for the same and shall become the property of the TRANSFEREE COMPANY accordingly.
 4. Upon the coming into effect of the Scheme, all motor vehicles and land & buildings, if any, of any nature whatsoever comprised in or relating to the TRANSFEROR COMPANY shall vest in the TRANSFEREE COMPANY and the appropriate Governmental and Registration Authorities shall mutate and register the vehicles and land & buildings in the name of the TRANSFEREE COMPANY as if the vehicles, land & buildings had originally been registered in the name of the TRANSFEREE COMPANY, subject to compliance of provisions of Indian Stamp Act, 1899 as applicable to the State of West Bengal.
 5. All taxes paid or payable by the TRANSFEROR COMPANY in respect of the operations and/or the profits of the business before the Transfer Date shall be on account of the TRANSFEROR COMPANY and, in so far as it relates to the tax payment, whether by way of deduction at source, advance tax or otherwise howsoever, by the TRANSFEROR COMPANY in respect of the profits or activities or operation of the business after the Transfer Date, the same shall be deemed to be the corresponding item paid by TRANSFEREE COMPANY, and, shall, in all proceedings, be dealt with accordingly.
- LEGAL PROCEEDINGS**
6. If any suit, appeal or any other proceedings of whatsoever nature (hereinafter called "The Proceedings") by or against the are pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertakings of the TRANSFEROR COMPANY or anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against the TRANSFEREE COMPANY in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the TRANSFEROR COMPANY if this Scheme had not been made.
 7. The Transfer and vesting of assets and liabilities under Clause No.1 to 5 hereof and the continuance of the proceedings by or against the TRANSFEREE COMPANY under Clause No.6 hereof shall not affect any transactions or proceedings already concluded by the TRANSFEROR COMPANY on and after the TRANSFER DATE to the end and intent that the TRANSFEREE COMPANY accepts and adopts all acts, deeds and things done and executed by or on behalf of the TRANSFEROR COMPANY as acts, deeds and things done and executed by or on behalf of the TRANSFEREE COMPANY.
- CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**
8. Subject to the provisions contained in this Scheme, all contracts, deeds bonds, agreements and other documents and instruments of whatsoever nature to which the TRANSFEROR COMPANY are party subsisting or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of the TRANSFEREE COMPANY and may be enforced as fully and effectively, as if instead of the TRANSFEROR COMPANY, the TRANSFEREE COMPANY had been a party thereto.
- TRANSFEROR COMPANY STAFF, WORKMEN AND EMPLOYEES**
9. The TRANSFEREE COMPANY shall takeover all the employees in service on the effective date of the TRANSFEROR COMPANY without interruption and on terms no less favorable to them as then applicable to them. The service of the said employees with the TRANSFEROR COMPANY prior to such taking over will not be treated as having been broken for the purpose of Provident fund, gratuity and other benefits but will be reckoned for all purposes from the date of their respective appointment with the respective TRANSFEROR COMPANY.
- ISSUE OF SHARES BY THE TRANSFEREE COMPANY**
10. Upon the Scheme being sanctioned by "THE CENTRAL GOVERNMENT" and upon transfer being taken place as stipulated under different Clauses hereof the TRANSFEREE COMPANY shall not allot any shares to the Shareholders of the TRANSFEROR COMPANY as the entire shares of the TRANSFEROR COMPANY will stand cancelled as they are held by the TRANSFEREE COMPANY.
All the shares held by the TRANSFEROR COMPANY in the TRANSFEREE COMPANY shall stand cancelled upon the Scheme coming into effect.



IN THE EVENT OF DISSENTING BY SHAREHOLDERS

If the shareholders of any of the Companies involved dissent to the scheme of amalgamation, in such event the TRANSFEREE COMPANY shall identify a Promoter/ Director or such person who it may think fit to buy all the shares of the Dissenting shareholder.

ACCOUNTING TREATMENT

11. The account shall be taken of the Assets and Liabilities of the TRANSFEROR COMPANY as on the date immediately preceding the Transfer Date and all the Assets and Liabilities of the respective TRANSFEROR COMPANY shall be incorporated in the Books of Account of the TRANSFEREE COMPANY at the respective Book Values thereof as appearing in the Books of Account of the respective TRANSFEROR COMPANY. All the entries in the Books of the TRANSFEREE COMPANY shall be made in accordance with the Accounting Standard-14 issued by the Institute of Chartered Accountants of India and other normally accepted accounting principles.

TAX TREATMENT

12. Any tax liabilities under the Income tax Act, 1961, or other applicable laws/regulations dealing with taxes/duties/levies (hereinafter in this clause referred to as "Tax Laws") allocable or related to the TRANSFEROR COMPANY to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Transfer Date shall be transferred to the TRANSFEREE COMPANY. Any surplus in the provision for taxation/duties/levies account including advance tax and TDS as on the date immediately preceding the Transfer Date will also be transferred to the account of the TRANSFEREE COMPANY.
13. Any refund under the Tax Laws due to the TRANSFEROR COMPANY consequent to the assessments made on the TRANSFEROR COMPANY shall also belong to and be received by the TRANSFEREE COMPANY.

PART - IV

APPLICATIONS TO THE CENTRAL GOVERNMENT

1. The TRANSFEROR COMPANY and the TRANSFEREE COMPANY shall apply to "THE CENTRAL GOVERNMENT" for obtaining the sanction of this Scheme and for the consequent dissolution without winding up of the TRANSFEROR COMPANY.

2. Subject to orders being made by "THE CENTRAL GOVERNMENT" the TRANSFEROR COMPANY shall be dissolved without winding up.

MODIFICATIONS / AMMENDMENTS TO THE SCHEME

3. The Board of Directors of the TRANSFEROR COMPANY and the TRANSFEREE COMPANY or any person authorised by them may assent on behalf of all concerned to any modification to this Scheme of Amalgamation or to any condition which "THE CENTRAL GOVERNMENT" or any other authorities may impose.

SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

4. This Scheme is conditional upon and subject to:
- Approval of this Scheme by the requisite majority of the members and creditors, as may be required, of the Transferee and the Transferor Company,
 - Sanction of the Scheme by the Regional Director and/or Tribunal (if required) under Section 233 and other applicable provisions of the Act.
 - Such other sanctions and approvals, including sanctions of any governmental or regulatory authority, as may be required; and
 - The Certified copies of the order of the Regional Director or Tribunal sanctioning this Scheme being filed with the Registrar of Companies, Kolkata.

Accordingly, this Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the last of the dates on which the conditions referred to above have been fulfilled.

CONDUCT OF BUSINESS

5. Until the Scheme is sanctioned and transfer is effected as aforesaid, the TRANSFEROR COMPANY shall carry on their business in the usual course and shall be deemed to be carrying on the said businesses for and on behalf of the TRANSFEREE COMPANY with effect from the Transfer Date.
6. Any profit or income accruing or arising to the TRANSFEROR COMPANY and all costs, charges and expenses incurred and/or all accrued losses and also all losses arising or suffered by them since the Transfer Date shall for all purposes be treated as the income, profits, costs, charges expenses or losses as the case may be of the TRANSFEREE COMPANY.

EFFECT ON NON RECEIPT OF APPROVALS / SANCTIONS

7. In the event of any of the said sanctions/ approvals not being obtained and or the Scheme not being sanctioned by the "THE CENTRAL GOVERNMENT" and/or the order or orders not being passed as aforesaid, the Scheme shall become null and void and each party shall bear and pay its respective costs, charges and expenses for and in connection with the Scheme.

EXPENSES CONNECTED WITH THE SCHEME

8. All costs, charges and expenses of the TRANSFEROR COMPANY and the TRANSFEREE COMPANY respectively in relation to or in connection with the Scheme and of carrying out and implementing / completing the terms and provisions of the Scheme and or incidental to the completion of amalgamation of the said Undertakings of the TRANSFEROR COMPANY shall be to the account of the TRANSFEREE COMPANY.

MISCELLANEOUS

9. Upon sanction of the Scheme, the Authorised Share Capital of TRANSFEREE COMPANY shall stand enhanced by an amount of Rs.30,00,000/- being the combined Authorised Share Capital of the TRANSFEROR COMPANY. The revised/enhanced Authorised Share Capital of the TRANSFEREE COMPANY shall be Rs.2,55,00,000/- and its Memorandum of Association shall automatically stand amended accordingly. It is hereby clarified that the consent of



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment and no further resolution under Section 13, Section 61 and Section 64 or any other applicable provisions of The COMPANY Act, 2013 would be required to be separately passed, nor any registration fees/stamp duty etc shall be payable by the TRANSFEREE COMPANY.

10. The TRANSFEROR COMPANY and the TRANSFEREE COMPANY shall have liberty to apply to "THE CENTRAL GOVERNMENT" for necessary direction to remove all difficulties, if any, in implementing the Scheme.
11. The TRANSFEREE COMPANY shall increase its Authorised Share Capital for the purpose of implementation of this Scheme, if necessary.
12. The TRANSFEROR COMPANY and the TRANSFEREE COMPANY shall also take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.
13. The Present NOF of the TRANSFEREE COMPANY is below the prescribed limit as set out for the Non-Banking Finance Company. Pursuant to the amalgamation of the TRANSFEROR COMPANY and the TRANSFEREE COMPANY with effect from the transfer date, subject to the necessary approvals, the NOF of the TRANSFEREE COMPANY will cover the limit set out for the Non-Banking Finance Company.



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

ATTENDANCE-SLIP

Registered Folio	
DP ID	
Client ID	
Name and Address of the Shareholder	
<p>I hereby record my presence at the EXTRAORDINARY GENERAL MEETING of the Company being held on WEDNESDAY, 28TH March, 2018 at 11:30 a.m. at The Bengal Club Limited, Room 300, 11/1, Russell street, Kolkata – 700071.</p>	
<p>Signature of the Shareholder/Proxy Present:</p>	
<p>Shareholder/Proxy holder desiring to attend the meeting must bring the Attendance Slip to the meeting and handover at the entrance duly signed.</p>	
<p>Shareholder/Proxy holder desiring to attend the meeting may bring his/her copy of the Annual Report for reference at the meeting.</p>	
<p><i>NOTE: PLEASE CUT HERE AND BRING THE ABOVE ATTENDANCE SLIP TO THE MEETING.</i></p>	



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata – 700001, West Bengal

Email: info@alpinecommercial.co.in , Website: alpinecommercial.co.in

Ph. No. 22307874

Form No. MGT-11**Proxy form***[Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies (Management and Administration) Rules, 2014]*Name of the company: **ALPINE COMMERCIAL COMPANY LIMITED**CIN: **L65999WB1983PLC035690**Registered office: **6A, DR. RAJENDRA PRASAD SARANI, KOLKATA-700001**

Name of the member (s):

Registered address:

E-mail Id:

Folio No/ Client Id:

DP ID:

I/We, being the member(s), holding shares of the above named company, hereby appoint

1. Name:

Address:

E-mail Id:

Signature:

or failing him

2. Name:

Address:

Email Id:

Signature:

or failing him

3. Name:

Address:

Email Id:

Signature:

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the Extra Ordinary General Meeting of the Company, to be held on the Wednesday, 28th March, 2018, At 11:30 a.m. at The Bengal Club Limited, Room 300, 11/1, Russell Street, Kolkata -700071, and at any adjournment thereof in respect of such resolution as is indicated below:

S.N.	Resolution	Business	(✓) Optional	
			Assent	Dissent
1.	Approval of the scheme of amalgamation	Ordinary		

Signed this day of 2018

Rs. 1
Revenue
Stamp

Signature of shareholder:

Signature of Proxy holder(s)

Notes:

a) This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.

b) For the resolution, statement and Notes please refer to Notice of the EGM.

c) It is optional to put 'Right Mark' (✓) in appropriate column against the resolution indicated in the box, if you leave the 'Assent' or 'Dissent' column blank against any or all resolutions, your Proxy will be eligible to vote in the manner as he/she thinks appropriate.

d) Please cross check all details including details of members in above box before submission.



Alpine Commercial Company Limited

CIN: L65999WB1983PLC035690

Regd. Off.: 6A, Dr. Rajendra Prasad Sarani, Kolkata - 700001, West Bengal

Email: info@alpinecommercial.co.in, Website: alpinecommercial.co.in

Ph. No. 22307874

VENUE

Alpine commercial Company Limited.

Location Map of Venue: The Bengal Club Limited., Room 300, 11/1, Russell Street, Kolkata - 700071.

