



**ALPA LABORATORIES LIMITED;**  
**REGD ADDRESS: 33/2 A.B ROAD PIGDAMBER**  
**RAU, INDORE (M.P) -453446**  
**INVESTOR CELL: is@alpalabs.in WEBSITE: [www.alpalabs.in](http://www.alpalabs.in)**  
**TEL NO: 0731-4294567 FAX NO.0731-4294444**

**NOTICE of the Meeting of the Equity Shareholders of ALPA LABORATORIES LIMITED Convened by the National Company Law Tribunal**

To be held on Tuesday, March 06, 2018 at 11.00 a.m. at 33/2 Pigdamber, A B Road, Rau, Indore, Madhya Pradesh-453446

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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
GUJARAT BENCH  
COMPANY SCHEME APPLICATION NO.CA(CAA)5 OF 2018**

In the matter of the Companies Act, 2013 (18 of 2013);

AND

In the matter of Sections 230 to 232 of the Companies Act, 2013 and Rules framed there under as in force from time to time;

AND

In the matter of Scheme of Amalgamation of NORFOLK MERCANTILE PRIVATE LIMITED (CIN: U74120MH2014PTC252923), the Transferor Company with ALPA LABORATORIES LIMITED (CIN: L85195MP1988PLC004446), the Transferee Company and their respective shareholders and creditors.

**ALPA LABORATORIES LIMITED )**  
**(CIN: L85195MP1988PLC004446) )**  
a Company incorporated under the )  
Companies Act, 1956 and having its )  
Registered Office at 33/2, A.B. Road )  
Pigdamber Rao, Indore M.P.-453446 ) ..... **Applicant Company**

**FORM NO. CAA 2**

**[Pursuant to Section 230 (3) and rule 6 and 7]**

**NOTICE CONVENING THE MEETING OF EQUITY SHAREHOLDERS OF  
ALPA LABORATORIES LIMITED, THE APPLICANT COMPANY**

To,  
The Equity Shareholders of Alpa Laboratories Limited (“The Applicant Company”)

Notice is hereby given that by an order dated January 31, 2018, the Hon’ble National Company Law Tribunal, Gujarat Bench (“NCLT”) has directed a meeting to be held of the Equity Shareholders of Alpa Laboratories Limited (“The Applicant Company”) for the purpose of considering, and if thought fit, approving with or without modification, the arrangement proposed and embodied in the Scheme of Amalgamation of **NORFOLK MERCANTILE PRIVATE LIMITED (“Transferor Company”) with ALPA LABORATORIES LIMITED (“Transferee Company” or “Applicant Company”)** which, provides for amalgamation of the Transferor Company with the Transferee Company under Sections 230-232 of the Companies Act, 2013 (hereinafter referred to as the “Scheme”)

In pursuance of the said order and as directed therein, further notice is hereby given that a meeting of the Equity Shareholders of the Applicant Company will be held at 33/2 Pigdamber, A B Road, Rau, Indore, Madhya Pradesh-453446 on Tuesday, March 06, 2018 at which time and place the said members are requested to attend to consider and if thought fit to pass, with or without modification(s), the following resolution with requisite majority:

**“RESOLVED THAT** pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof for the time being in force), provisions of the Companies Act, 1956 as may be applicable and the National Company Law Tribunal Rules, 2016 and in accordance with relevant clauses of the Memorandum of Association and Articles of Association of the Company and subject to approval of the Hon’ble National Company Law Tribunal (“NCLT”) and subject to such other approvals, permissions and sanctions of regulatory and other sectoral authorities, if any, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by the NCLT or by any regulatory or other sectoral authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company, the proposed Scheme of Amalgamation **NORFOLK MERCANTILE PRIVATE LIMITED with ALPA LABORATORIES LIMITED**, placed before this meeting and initialed by the

Chairman of the meeting for the purpose of identification, be and is hereby approved;

**RESOLVED FURTHER THAT** the Board be and is hereby authorized to make such alterations, modifications or amendments to the Scheme as may be expedient or necessary for complying with the requirements or conditions imposed by the Hon'ble National Company Law Tribunal, Gujarat Bench and/ or by any other appropriate /concerned authorities;

**RESOLVED FURTHER THAT** Mr. Mahendra Singh Chawla, Whole Time Director and Ms. Megha Neema, Company Secretary of the transferee Company, be and are hereby authorized jointly or severally to do all such acts, deeds, matters and things as may be considered necessary, proper or expedient for the purpose of giving effect to this resolution and the Scheme.”

In pursuance of the said Order and as directed therein, further notice is hereby given that a meeting of Equity Shareholders of the said Applicant Company will be held at 33/2, Pigdamber, A B Road, Rau, Indore, Madhya Pradesh-453446 on Tuesday, March 06, 2018 at 11:00 a.m, equity shareholders are requested to attend the meeting at the said place.

Copies of the said Scheme of Arrangement and the Statement under Section 102 pursuant to section 230 of the Companies Act, 2013 are annexed to this Notice and can be obtained free of charge at the Registered Office of the Applicant and / or at the office of its CS Ashish Shah at 4<sup>th</sup> Floor, Shaival Plaza, Gujarat College Road, Ahmedabad – 380006. Persons entitled to attend and vote at the meeting, may vote in person or by proxy, provided that all proxies in the prescribed form, duly signed or authorized by the said person, are deposited at the Registered Office of the Company at 33/2 Pigdamber, A B Road, Rau, Indore, Madhya Pradesh-453446 not later than 48 hours before the meeting.

Form of proxy is also annexed to this Notice and can be obtained from the Registered Office of the Company.

The NCLT has appointed Mr. Sharad Chand Lunawat as Chairperson of the said meeting. The above mentioned Scheme of Arrangement, if approved at the meeting, will be subject to the subsequent approval of the NCLT.

A copy of the Scheme of Arrangement, the Explanatory Statement under Section 102 pursuant to section 230 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, Pre and Post Shareholding Pattern, a Form of Proxy, the Attendance Slip, Postal Ballot Form and Business Reply Envelope are enclosed.

This notice convening Meeting of the Equity Shareholders of the Applicant Company along with aforesaid documents are placed on the website of the Company viz. [www.alpalabs.in](http://www.alpalabs.in) and being sent to National Stock Exchange (NSE) and BSE Limited for placing on their websites. The above mentioned Scheme of Amalgamation, if approved at the meeting, will be subject to the subsequent approval of the Tribunal.

**For Alpa Laboratories Limited**

**Sharad Chand Lunawat**

(DIN:0044502)

Chairman appointed for the Meeting

Dated: February 3<sup>rd</sup>, 2018

Place: Pigdamber,Rau (Indore)

**Registered Office:**

33/2 Pigdamber, A B Road, Rau,

Indore, Madhya Pradesh-453446

CIN – L85195MP1988PLC004446

## **NOTICE OF POSTAL BALLOT AND E-VOTING TO THE SHAREHOLDERS OF THE COMPANY**

NOTICE PURSUANT TO SECTION 110 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 READ WITH THE COMPANIES (MANAGEMENT AND ADMINISTRATION) RULES, 2014, REGULATION AND OTHER APPLICABLE PROVISIONS OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015 (“SEBI LISTING REGULATIONS”) (INCLUDING ANY STATUTORY MODIFICATION(S) OR RE-ENACTMENT THEREOF FOR THE TIME BEING IN FORCE), AND CIRCULAR NO. CIR/CFD/CMD/16/2015 DATED 30<sup>TH</sup> NOVEMBER, 2015 ISSUED BY THE SECURITIES AND EXCHANGE BOARD OF INDIA (“SEBI”)

Dear Shareholders,

**NOTICE** is hereby given to you to consider, and, if thought fit, approve the proposed Scheme of Amalgamation of Norfolk Mercantile Private Limited with Alpa Laboratories Limited and their respective shareholders (“the Scheme”).

The National Company Law Tribunal at Gujarat in the Order dated January 31<sup>st</sup>, 2018, directed the Company to convene and conduct a meeting of the Equity Shareholders on Tuesday, March 06, 2018 at 11.00 a.m. at 33/2 Pigdamber, A B Road, Rau, Indore, Madhya Pradesh-453446. In addition to the NCLT convened Meeting, the above mentioned SEBI circulars provide that, the Scheme shall be acted upon only if the votes cast by the Public Shareholders (i.e. shareholders other than Promoter and Promoters Group shareholders) in favour of proposal are more than the number of votes cast by the Public Shareholders against it through Postal Ballot and E-voting.

The Company accordingly seeks the consent of the Shareholders for the aforesaid proposal as per draft resolution appended below, which is proposed to be passed by way of postal ballot and E-voting as per /SEBI circulars. The Explanatory Statement pertaining to the said resolution setting out the material facts and the reasons thereof is annexed hereto.

The Board of Directors has appointed CS Archana Maheshwari (Mem. No.9436 C.O.P. No.12034) Practicing Company Secretary, as the Scrutinizer to conduct the Postal Ballot and e-voting process in a fair and transparent manner.

We request you to communicate your assent or dissent by carefully reading the instructions printed in the Postal Ballot Form and return the Postal Ballot Form duly completed and signed, in the enclosed self-addressed, postage pre-paid business reply envelope (if posted in India) so as to reach the Scrutinizer on or before the close of working hours i.e, 03<sup>rd</sup> March, 2018 at 5.00 p.m. The reply received after the said date shall be treated as if reply from the shareholder has not been received. The shareholders are also requested to note that the draft resolution set out in this notice may also be voted upon through E-voting and the Company has entered into an agreement with CDSL to provide the shareholders the platform to vote electronically (E-voting) instead of in the physical mode. The shareholders desirous of exercising their vote electronically are requested to read the instructions printed under the notes. The shareholders who wish to exercise their vote using postal ballot form are requested to carefully go through the instructions printed overleaf the enclosed postal ballot form.

The Scrutinizer will submit his report to the Chairperson after completion of the scrutiny of the Postal Ballots including e-voting. The results of the Postal Ballot will be announced on 07<sup>th</sup> March, 2018 at 5:00 pm at the Registered Office of the Company and will be displayed on the website of the Company at [www.alpalabs.in](http://www.alpalabs.in) for information of the Equity Shareholders besides being communicated to BSE Limited and National Stock Exchange of India Limited on which the shares of the Company are listed.

To consider, and if thought fit to pass, with or without modification(s), the following Special Resolution:

**“RESOLVED THAT** pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof for the time being in force), provisions of the Companies Act, 1956 as may be applicable and the National Company Law Tribunal Rules, 2016 and in accordance with relevant clauses of the Memorandum of Association and Articles of Association of the Company and subject to approval of the Hon’ble National Company Law Tribunal (“NCLT”) and subject to such other approvals, permissions and sanctions of regulatory and other sectoral authorities, if any, as may be necessary and

subject to such conditions and modifications as may be prescribed or imposed by the NCLT or by any regulatory or other sectoral authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company, the proposed Scheme of Amalgamation **NORFOLK MERCANTILE PRIVATE LIMITED** with **ALPA LABORATORIES LIMITED**, placed before this meeting and initialed by the Chairman of the meeting for the purpose of identification, be and is hereby approved;

**RESOLVED FURTHER THAT** the Board be and is authorized to make such alterations, modifications or amendments to the Scheme as may be expedient or necessary for complying with the requirements or conditions imposed by the Hon'ble National Company Law Tribunal, Gujarat Bench and/ or by any other appropriate /concerned authorities;

**RESOLVED FURTHER THAT** Mr. Mahendra Singh Chawla, Whole Time Director and Ms. Megha Neema, Company Secretary of the transferee company, be and are hereby authorized jointly or severally to do all such acts, deeds, matters and things as may be considered necessary, proper or expedient for the purpose of giving effect to this resolution and the Scheme.”

**For Alpa Laboratories Limited**

**Sharad Chand Lunavat**

(DIN:0044502)

Chairman appointed for the Meeting

Dated: February 03<sup>rd</sup>, 2018  
Place: Pigdamber,Rau (Indore)

**Registered Office:**  
33/2 Pigdamber, A B Road, Rau,  
Indore, Madhya Pradesh-453446  
CIN – L85195MP1988PLC004446

## **Explanatory Notes:**

- 1. A MEMBER ENTITLED TO ATTEND AND VOTE AT THE GENERAL MEETING, IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE ON A POLL IN THE MEETING, INSTEAD OF HIMSELF AND THE PROXY NEED NOT BE A MEMBER OF THE COMPANY.**
2. Proxies, in order to be effective, must be duly filled, stamped, signed and deposited at the Registered Office of the Company not later than 48 hours before the commencement of the meeting. A form of Proxy and Admission Slip is enclosed.
3. As per Section 105 of the Companies Act, 2013 and rules made there under, a person can act as proxy on behalf of members not exceeding 50 (fifty) and holding in the aggregate not more than 10 (ten) percent of the total share capital of the company carrying voting rights. Further, a member holding more than 10 (ten) percent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or Shareholder.
4. All alterations made in the Form of Proxy should be initialed.
5. During the period beginning 24 hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, a member would be entitled to inspect the proxies lodged at any time during the business hours of the Company, provided that not less than three days of notice in writing is given to the Company.
6. Corporate Members intending to send their authorized representative to attend the Meeting are requested to send a certified copy of the Board Resolution authorizing their representative to attend and vote on their behalf at the Meeting.
7. The Notice is being sent to all the Equity Shareholders, whose names appear in the records of the Company as on January 25, 2018 (Cut off date). This notice of NCLT Convening Meeting of the Equity Shareholders (NCLT Convened Meeting) of the Applicant Company along with aforesaid documents are placed on the website of the Company i.e. [www.alpalabs.in](http://www.alpalabs.in)
8. The Notice convening the aforesaid meeting will be published through advertisement in Business Standard (Bhopal edition), an English newspaper and Nav bhara (Indore edition), a vernacular newspaper, both circulated in Indore where the Registered Office of the Applicant Company is situated. The business set out in the Notice will be transacted through postal ballot, remote e-voting and ballot paper at the venue of the meeting and the Company is providing facility for the same. The complete details of the instructions for postal ballot and remote e-voting are annexed to this notice.
9. Voting rights shall be reckoned on the paid-up value of equity shares registered in the name of Members as on January 25, 2018 i.e. the cut-off date for determining shareholders eligible for voting for NCLT convened Meeting.
10. Only registered Equity Shareholders of the Applicant Company may attend and vote (either in person or by proxy) at the NCLT Convened Meeting.
11. Members can opt for only one mode of voting i.e. either through remote e-voting / Postal Ballot Form or Ballot Paper at NCLT Convened Meeting. If a member has opted for remote e-voting, then he / she should not vote either by Postal Ballot Form or Ballot Paper. If a member has opted for Postal Ballot Form, then he / she should not vote either by remote e-voting or Ballot Paper. However, in case members cast their vote both via Postal Ballot Form and e-voting, then voting through e-voting shall prevail and voting done by Ballot Paper shall be treated as invalid, notwithstanding whichever is cast first.
12. Registered equity shareholders are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the Register of Members of the Applicant Company in respect of such joint holding will be entitled to vote.

13. The NCLT has appointed Mrs. Archana Maheshwari, Practicing Company Secretaries (Membership No. 9436) as Scrutinizer for completion of the scrutiny of the Postal Ballots including E-voting and for conducting the voting and remote e-voting process in a fair and transparent manner. The Results declared along with the report of the Scrutinizer shall be placed on the website of the Company viz. [www.alpalabs.in](http://www.alpalabs.in) within 48 hours of the NCLT Convened Meeting by the Chairman and shall be communicated to stock exchange, where the shares of the Applicant Company are listed.
14. The material documents referred to in the accompanying Explanatory Statement shall be open for inspection, from 11.00 a.m. to 1.00 p.m. on any working day (except Saturdays, Sundays and Public Holidays) upto one day prior to the date of the meeting by the Equity Shareholders at the Registered Office of the Applicant Company.
15. A registered Equity Shareholder or his Proxy is requested to bring copy of the notice to the meeting and produce at the entrance of the meeting venue, the attendance slip duly completed and signed. The queries, if any, related to the scheme should be sent to the Applicant Company in the name of 'The Company Secretary' at its Corporate Office at 33/2 Pigdamber, A B Road, Rau, Indore, Madhya Pradesh-453446, in such a way that the Applicant Company will receive the same at least seven days before the meeting.
16. The Resolution shall be deemed to be passed on the date of the Meeting i.e. Tuesday, March 06, 2018 subject to the receipt of the requisite number of votes in favour of the Resolution.
17. A registered equity shareholder or his proxy, attending the meeting, is requested to bring the Attendance Slip duly completed and signed.
18. Registered Equity Shareholders who hold shares in dematerialized form are requested to bring their Client ID and DP ID for easy identification of the attendance at the meeting.
- 19. VOTING THROUGH POSTAL BALLOT (detailed procedure):**
  - a. A shareholder desiring to exercise vote by postal ballot may complete the Postal Ballot Form (no other form or Photocopy thereof is permitted) and send it to the Scrutinizer, CS Archana Maheshwari, Practicing Company Secretary in the enclosed self-addressed postage prepaid envelope. The postage has been borne and paid by the Applicant Company. However, envelopes containing Postal Ballot Form(s), if deposited in person or if sent by courier or registered/speed post at the expense of the shareholder will also be accepted.
  - b. The self-addressed postage prepaid envelope bears the name and address of the Scrutinizer appointed by the Board.
  - c. The Postal Ballot Form should be signed by the Member as per specimen signature registered with the Company. In Case, Shares are jointly held, this Form should be completed and signed (as per specimen signature registered with the Company) by the first named member and in his/her absence, by the next named member. Holders of Power of Attorney (POA) on behalf of member may vote on the postal ballot mentioning the registration no. of the POA or enclosing an attested copy of POA. Unsigned Postal Ballot Form will be rejected.
  - d. The voting period for postal ballot shall commence on Sunday, February 04, 2018 at 9.00 a.m. and end on Saturday, March 03, 2018 at 5.00 p.m. During this period members of the Company holding shares either in physical or dematerialized form, as on the cut-off date of January 25, 2018 may cast their vote by postal ballot or remote e-voting. Duly completed Postal Ballot Form should reach the Scrutinizer not later than 05.00 p.m. on March 03, 2018. Postal Ballot Forms received after that date will be strictly treated as if reply from such member has not been received.
  - e. The voting rights shall be reckoned on the paid up value of shares registered in the name of the shareholders as on January 25, 2018.
  - f. In case of shares held by companies, trusts, societies, etc., the duly completed Postal Ballot Form should be accompanied by a certified copy of the Board Resolution / Authority and preferably with attested specimen signature(s) of the duly authorized signatory (ies) giving requisite authority to the person voting on the Postal Ballot Form.

- g. The exercise of vote by Postal Ballot is not permitted through proxy.
- h. There will be only one Postal Ballot Form for every Registered Folio/client ID irrespective of the number of joint member(s).
- i. Incomplete, improperly or incorrectly tick marked Postal Ballot Forms will be rejected.
- j. A shareholder need not use all the votes nor does he need to cast all the votes in the same way.
- k. The Scrutinizer's decision on the validity of a Postal Ballot shall be final.
- l. The result of the voting on the resolutions will be announced on March 07, 2018 and displayed at the Registered office of the Company and also communicated to the stock exchanges and shall also be posted on the website of the Company viz. [www.alpalabs.in](http://www.alpalabs.in) and also of NSDL / CDSL viz. [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com)
- m. The Applicant Company is pleased to offer e-voting facility as an alternate, for all the shareholders of the Company to enable them to cast their votes electronically instead of dispatching Postal Ballot Form. E-voting is optional.
- n. Equity Shareholders who have cast their vote either by Postal Ballot or Remote e-voting does not disentitle them from attending the meeting. Equity Shareholders exercising their right to vote either through Postal Ballot or Remote e-voting shall not be allowed to vote again at the Meeting.

## 20. E - VOTING FACILITY:

In compliance with provisions of Section 110 of the Companies Act 2013 read with the Rules and applicable Circulars and Clause 44 of the SEBI (LODR) Regulations, 2015, the Company is pleased to offer e-voting facility for the members to enable them to cast their votes electronically. Shareholders have option to vote either through e-voting or through the Postal Ballot Form.

For this purpose, the Company has signed an agreement with the CDSL for facilitating e-voting.

### Voting through Electronic means (e-voting) and Postal Ballot:

- (i) The voting period begins on Saturday, March 03, 2018 at 9:00 a.m. and ends on Monday, March 05, 2018 at 5:00 p.m.  
  
During this period shareholder's of the company, holding shares either in physical form or in dematerialized form, as on the cut-off date (record time) of January 25, 2018 may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting thereafter.
- (ii) Log on to the e-voting website [www.evotingindia.com](http://www.evotingindia.com)
- (iii) Click on "Shareholders" tab
- (iv) Now, select the "COMPANY NAME" from the drop down menu and click on "SUBMIT"
- (v) Now Enter your User ID
  - a. For CDSL: 16 digits beneficiary ID
  - b. For NSDL: 8 Character DP ID followed by 8 Digits Client ID
  - c. Members holding shares in Physical Form should enter Folio Number registered with the Company
- (vi) Next enter the Image Verification as displayed and Click on Login
- (vii) If you are holding shares in demat form and had logged on to [www.evotingindia.com](http://www.evotingindia.com) and voted on an earlier voting of any company, then your existing password is to be used.
- (viii) If you are a first time user follow the steps given below:



	<b>For Members holding shares in Demat Form and Physical Form</b>
PAN	<p>Enter your 10 digit alpha-numeric *PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders)</p> <p>- 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 last 8 digits of the demat account/folio number in the PAN field</p> <p>- 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 100 then enter RA00000100 in the PAN field</p>
Dividend Bank Details Or Date of Birth (DOB)	<p>Enter the as recorded in your demat account or in the company records for the said demat account or folio in dd/mm/yyyy format.</p> <p>Enter the Dividend Bank Details as recorded in your demat account or in the company records for the said demat account or folio</p> <p>- Please enter the DOB or Dividend Bank Details in order to login.</p> <p>If the details are not recorded with the depository or company please enter the number of shares held by you as on the cut off date in the Dividend Bank details field</p>

- (ix) After entering these details appropriately, click on “SUBMIT” tab
- (x) Members holding shares in physical form will then reach directly 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 CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential
- (xi) For Members holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
- (xii) Click on the EVSN for the relevant <Alpa Laboratories Limited> on which you choose to vote
- (xiii) 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
- (xiv) Click on the “RESOLUTIONS FILE LINK” if you wish to view the entire Resolution details
- (xv) 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
- (xvi) Once you “CONFIRM” your vote on the resolution, you will not be allowed to modify your vote
- (xvii) You can also take out print of the voting done by you by clicking on “Click here to print” option on the Voting page
- (xviii) If Demat account holder has forgotten the changed password then Enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system

**(xix) Note for Non-Individual Shareholders and Customers**

- Non-Individual Shareholders (i.e. other than individuals, HUF, NRI etc.) and Custodian are required to log on to <https://www.evotingindia.co.in> and register themselves as Corporates.
- They should submit a scanned copy of the Registration Form bearing the stamp and sign of the entity to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com)
- After receiving the login details they have to create a user who would be able to link the account(s) which they wish to vote on
- The list of accounts should be mailed to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) and on approval of the accounts they would be able to cast their vote
- They should upload a scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favor of the Custodian, if any, in PDF format in the system for the scrutinizer to verify the same

(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.co.in](http://www.evotingindia.co.in) under help section or write an email to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com)

(xxi) 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. Apple and Windows phone users can download the app from the app store and the Windows Phone Stores respectively. Please follow the instructions as prompted by the mobile app while voting on your mobile.

Encl.: As above

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
GUJARAT BENCH  
COMPANY SCHEME APPLICATION NO. CA(CAA)5 OF 2018**

In the matter of the Companies Act, 2013 (18 of 2013);

AND

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and Rules framed there under as in force from time to time;

AND

In the matter of Scheme of Amalgamation of NORFOLK MERCANTILE PRIVATE LIMITED (CIN: U74120MH2014PTC252923), the Transferor Company with ALPA LABORATORIES LIMITED (CIN: L85195MP1988PLC004446), the Transferee Company and their respective shareholders and creditors.

**ALPA LABORATORIES LIMITED** )  
(CIN: L85195MP1988PLC004446) )  
a Company incorporated under the )  
Companies Act, 1956 and having its )  
Registered Office at 33/2, A.B. Road )  
Pigdamber Rao, Indore M.P.-453446 ) ..... **Applicant Company**

**EXPLANATORY STATEMENT TO THE NOTICE OF THE MEETING OF EQUITY SHAREHOLDERS OF ALPA LABORATORIES LIMITED AND POSTAL BALLOT AND E-VOTING UNDER SECTION 102 AND 230 OF THE COMPANIES ACT, 2013 READ WITH THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016.**

1. Pursuant to the Order dated January 31, 2018 passed by the Gujarat Bench of the National Company Law Tribunal (“NCLT”), in the Company Application referred to hereinabove, meeting of the Equity Shareholders of the Applicant Company, is being convened and held for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed Scheme of Amalgamation of **NORFOLK MERCANTILE PRIVATE LIMITED** (“Transferor Company”) with **ALPA LABORATORIES LIMITED** (“Transferee/ Applicant Company”) and their respective shareholders and creditors (“Scheme”) under Sections 230 to 232 of the Companies Act, 2013 (“Act”) (including any statutory modification or re-enactment or amendment thereof) read with the rules issued thereunder.
2. In addition to the Meeting of the Equity Shareholders of the Applicant Company, to seek their approval pursuant to Sections 230 to 232 of the Companies Act, 2013 (including any statutory modification or re-enactment or amendment thereof) and rules issued thereunder, approval of the Equity Shareholders of the Applicant Company is also sought by way of Postal Ballot or e-voting as required under Regulation 44 of the SEBI LODR Regulations read with SEBI Circular and the Act.
3. A copy of the Scheme setting out in detail the terms and conditions of the Arrangement, inter alia, providing for the proposed Scheme of Amalgamation of **NORFOLK MERCANTILE PRIVATE LIMITED** (“Transferor Company”) with **ALPA LABORATORIES LIMITED** (“Transferee/ Applicant Company”) and their respective shareholders and creditors (“Scheme”), which has been approved by the Board of Directors of the Applicant Company at its meeting held on August 10, 2017 is attached to this explanatory statement and forms part of this statement as **Annexure A.**

#### **4. Background of the Companies involved in the Scheme as under:**

##### **I. NORFOLK MERCANTILE PRIVATE LIMITED (“Transferor Company”):**

- a. NORFOLK MERCANTILE PRIVATE LIMITED (“Transferor Company”) was incorporated as a Private Limited Company under the provision of the Companies Act, 1956 incorporated under Corporate Identity No: U74120MH2014PTC252923.
- b. The Registered office of Transferor Company is situated at 422/6, Mangaldas Market, 20, Kitchen Garden Lane, Mumbai - 400002.
- c. The Authorised, Issued, Subscribed and paid-up Share Capital of Transferor Company as on March 31, 2017 is as under:

<b>Particulars</b>	<b>Amount in (Rs.)</b>
<b>Authorised Capital</b>	
60,000 Equity Shares of Rs.10/- each.	6,00,000
27,40,000 Preference Shares of Rs. 100/- each	2,74,00,000
<b>Total</b>	<b>2,80,00,000</b>
<b>Issued, Subscribed and Paid-up</b>	
20,000 Equity Shares of Rs.10/- each fully paid-up	2,00,000
26,00,000 Preference Shares of Rs.10/- each	2,60,00,000
<b>Total</b>	<b>2,62,00,000</b>

The entire equity shares of the Transferor Company are held by Transferee Company and its nominee and hence the Transferor Company is 100% subsidiary of the Transferee Company. Subsequent to March 31, 2017 there has been no change in the Share Capital of the Transferor Company.

- d. The main objects of the Transferor Company as set out in its Memorandum of Association are as under:

##### **THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED ON ITS INCORPORATION:**

1. To deal in the business of as general merchants and traders in pharma, medicine, goods and commodities, on ready or forward basis, commission agents, buying and selling agents, brokers, importers, exporters and to act as manufacturer’s representative.
  2. To carry the business of real estate such as to construct, purchase, sell and otherwise to carry on the business such as builders, contractors, Estate agents to the private and public sector.
- e. The details of the promoters and present directors of Transferor Company along with their addresses are as follows:

<b>Sr. No</b>	<b>Name</b>	<b>Address</b>
<b>Promoters/Directors</b>		
1.	Pravin Shah	26, Silver Stud Apartment Indore (M.P)
2	Mahendra Singh Chawla	11, Ruby Villa Silver Spring Township Phase-1 Indore (M.P)
3	Alpa Laboratories Limited (Holding Company)	33/2, A.B Road Pigdamber, Rau Indore (M.P)
<b>Executive Directors</b>		
1.	Mahendra Singh Chawla	11, Ruby Villa, Silver Springs Township Phase-1 Mundla Nayata Kasturba Gram, Indore 452020 (M.P)
2.	Paresh Chawla	11, Ruby Villa, Silver Springs Township Phase-1 Mundla Nayata Kasturba Gram, Indore 452020 (M.P)
3.	Pravin Shah	26, Silver Stud Apartment, 7/2, R.S. Bhandari Marg, Race Course Road, Indore 452003 (M.P)

## II. ALPA LABORATORIES LIMITED (“Transferee Company”)

- a. The Transferee Company is a public listed company. It was incorporated on 18<sup>th</sup> March, 1988 under the name of “ALPA LABORATORIES LIMITED” under the Companies Act, 1956 as a Public Limited Company. The Corporate Identity Number of Transferee Company is L85195MP1988PLC004446. Email Id of Transferee Company is [www.alpalabs.in](http://www.alpalabs.in).
- b. The Registered office of ALPA is situated at 33/2, A.B. Road Pigdamber Rao, Indore, M.P. - 453446.
- c. The Authorised, issued, subscribed and paid up Share Capital of the Transferee Company as at March 31, 2017 is as under:

Particulars	Amount (in Rs.)
<b>Authorised Capital</b>	
25,000,000 Equity Shares of Rs.10/-each	250,000,000
<b>Total</b>	<b>250,000,000</b>
<b>Issued, Subscribed and Paid-up</b>	
21,040,600 Equity Shares of Rs.10/- each fully Paid-up	210,406,000
<b>Total</b>	<b>210,406,000</b>

Subsequent to March 31, 2017, there has been no change in authorized, issued, subscribed and paid-up equity share capital of the Transferee Company.

- d. The Equity Shares of the Transferee Company are listed on BSE Limited and NSE Limited (hereinafter referred to as “BSE” and “NSE”)
- e. The main objects of the Transferee Company as set out in its Memorandum of Association are as under:

THE MAIN OBJECT OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION IS:

To carry on business as manufacturers, importers, exporters, buyers, sellers processors growers, makers, refiners inventors, analysts, druggists chemists, stockists, of pharmaceuticals, organic & inorganic chemicals, medicinal preprational drugs, drug intermediates, aromatic chemicals, drugs and pharmaceutical formulations in usual dosage for i.e. vials, injections orals, syrups, tablets, capsules and in any such other forms for human as well as animal use food products, surgical goods, minerals & metals analysis, in ayurvedic, allopathic homeopathic unani products based on herbs, vegetables, fruits, plants chemical compounds.

The details of the promoters and present directors of Transferee Company along with their addresses are as follows:

Sr. No	Name	Address
<b>Promoters</b>		
1.	Pravin Shah	26, Silver Stud Apartment Indore (M.P)
2.	Rima Shah	26, Silver Stud Apartment Indore (M.P)
3	Bakulesh Shah	33/1 Kanchan Bagh, Indore (M.P)
4	Rupal Shah	33/1 Kanchan Bagh, Indore (M.P)
5	Saraswati Shah	26, Silver Stud Apartment Indore (M.P)
6	Shitul Shah	26, Silver Stud Apartment Indore (M.P)
7	Mitin Shah	26, Silver Stud Apartment Indore (M.P)
8	Bakulesh Shah (HUF)	33/1 Kanchan Bagh, Indore (M.P)
9	Mahendra Singh Chawla	11, Ruby Villa Silver Spring Township Phase-1 Indore (M.P)
10	Asha Chawla	11, Ruby Villa Silver Spring Township Phase-1 Indore (M.P)
11	Paresh Chawla	11, Ruby Villa Silver Spring Township Phase-1 Indore (M.P)

Sr. No	Name	Address
12	Soni Chawla	11, Ruby Villa Silver Spring Township Phase-1 Indore (M.P)
13	Pooja Chawla	11, Ruby Villa Silver Spring Township Phase-1 Indore (M.P)
14	Meeta Sethi	B-103, Gloxiana Greens Opp Karia A Plus- Pune
<b>Directors (Including CS and KMP)</b>		
1.	Mahendra Singh Chawla	11, Ruby Villa, Silver Springs Township Phase-1 Mundla Nayata Kasturba Gram Indore 452020 MP
2.	Sharad Chand Lunawat	21/7, New Palasia, Indore 452001 (M.P)
3.	Paresh Chawla	11, Ruby Villa, Silver Springs Township Phase-1 Mundla Nayata Kasturba Gram Indore 452020 (M.P)
4.	Pravin Shah	26, Silver Stud Apartment, 7/2, R.S. Bhandari Marg, Race Course Road, Indore 452003 (M.P)
5.	Devendra Kumar Baheti	H. No. 68, Dravid Nagar, Indore Indore 452001 (M.P)
6.	Krishna Das Malani	Flat No. D-1,Ashraya 2/1, Manorama Ganj Indore 452001 Mp
7.	Jyoti Jain	20, Kanchan Bagh Colony Indore 452001 (M.P)
8.	Bakulesh Shah (CFO - KMP)	H. No. 33/1, Kanchan Bagh Indore 452001 (M.P)
9.	Megha Neema (CS - KMP)	1/7 North Rajmohalla, Indore 452001 (M.P)

## 5. BACKGROUND OF THE SCHEME:

- a. The Scheme of Amalgamation provides for the amalgamation of the Transferor Company with the Transferee Company, pursuant to the applicable provisions of the Act and/or any other Applicable Laws (“Scheme”).

## 6. RATIONALE AND SALIENT FEATURES OF THE SCHEME:

**NORFOLK MERCANTILE PRIVATE LIMITED** is wholly owned subsidiary company of **ALPA LABORATORIES LIMITED**, the Transferee Company. Both the companies are part of the same group.

Accordingly, the Board of Directors of the Transferor and Transferee Company has decided to amalgamate their business and undertakings, so as to achieve the following:

- a) Greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximizing overall shareholder value and will improve the competitive position of the combined entity.
- b) The existence of independent companies at times result in duplication of efforts and the integration and combination of such businesses will lead to greater and optimal utilization of resources. The amalgamation would, therefore, enable the Transferee Company to increase operations and confer a competitive advantage on the entire business. With integrated processes, the Transferee Company can achieve higher scales of operation.
- c) The amalgamation of the operations will assist the Transferee Company and its management in meeting the funding through a common funding mechanism. This will result in effective management and utilization of funds for capital expenditure and working capital. The efficiencies generated through cash management of the merged entity and access to cash flow generated by the combined business can be deployed more efficiently to fund organic and inorganic growth opportunities and to maximize shareholders value.
- d) The amalgamated company will have the benefit of synergy, optimum use of human relations, expertise, and stability of operations and would help to achieve economies of scale through efficient utilization of resources and facilities.
- e) Strengthened leadership in the Industry, in terms of the asset base, revenues, product range, production volumes and market share of the combined entity. The amalgamated entity will have the ability to leverage on its large asset base and vast pool of intellectual capital, to enhance shareholder value.
- f) Enable the shareholders of ALPA LABORATORIES LIMITED to get direct participation in the business of its present wholly owned subsidiary (being NORFOLK MERCANTILE PRIVATE LIMITED)
- g) Simplified group and business structure;

Thus, as a whole, amalgamation of the with the Transferee Company in terms of the Scheme will be beneficial for all the companies, their shareholders, their creditors, employees, customers and all others concerned with all the companies.

## 7. CAPITAL STRUCTURE PRE AND POST AMALGAMATION:

### i. Pre-Amalgamation capital structure of the Transferor Company:

Particulars	Amount in (Rs.)
<b>Authorised Capital</b>	
60,000 Equity Shares of Rs.10/- each.	6,00,000
27,40,000 Preference Shares of Rs. 100/- each	2,74,00,000
<b>Total</b>	<b>2,80,00,000</b>
<b>Issued, Subscribed and Paid-up</b>	
20,000 Equity Shares of Rs.10/- each fully paid-up	2,00,000
26,00,000 Preference Shares of Rs.10/- each	2,60,00,000
<b>Total</b>	<b>2,62,00,000</b>

### ii. Pre and post Amalgamation capital structure of the Applicant Company is as follows:

Particulars	Pre Amalgamation as on March 31, 2017		Post Amalgamation	
	No. of Shares	Amount	No. of Shares	Amount
<b>Authorised Share Capital</b>				
Equity Shares of 10/- each. Fully paid -up	2,50,00,000	25,00,00,000	2,50,60,000	25,06,00,000
Preference Shares of Rs. 10/- each. Fully Paid Up	0.00	0.00	27,40,000	2,74,00,000
<b>Total</b>	<b>2,50,00,000</b>	<b>25,00,00,000</b>	<b>2,78,00,000</b>	<b>27,80,00,000</b>
<b>Issued, Subscribed and Paid- up Share Capital</b>				
Issued Capital	2,15,60,000	21,56,00,000	2,15,60,000	21,56,00,000
Subscribed, Paid Up Capital	2,10,40,600	21,04,06,000	2,10,40,600	21,04,06,000
<b>Total</b>	<b>2,10,40,600</b>	<b>21,04,06,000</b>	<b>2,10,40,600</b>	<b>21,04,06,000</b>

## 8. SHAREHOLDING PATTERN PRE AND POST AMALGAMATION:

On the Scheme being effective, the Transferor Company shall be dissolved without being wound up and without any further act by the parties to this Scheme.

i. Pre & Post Amalgamation Shareholding Pattern of the Applicant Company are given below:

Code	Category	Pre-Amalgamation Shareholding as on December 31, 2017		Post-Amalgamation Shareholding as on December 31, 2017	
		No. of Equity Shares	As a % of total equity capital	No. of Equity Shares	As a % of total equity capital
<b>(A)</b>	<b>Shareholding of Promoter and Promoter Group</b>				
<b>1</b>	<b>Indian</b>				
(a)	Individuals/Hindu Undivided Family	11489370	54.61%	11489370	54.61%
(b)	Central Government/State Government(s)	-	-	-	-
(c)	Bodies Corporate	-	-	-	-
(d)	Financial Institute/ Banks	-	-	-	-
	<b>Sub Total (A)(1)</b>	<b>11489370</b>	<b>54.61%</b>	<b>11489370</b>	<b>54.61%</b>
<b>2</b>	<b>Foreign</b>				
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)	-	-	-	-
(b)	Bodies Corporate	-	-	-	-
(c)	Institutions	-	-	-	-
(d)	Qualified Foreign Investor	-	-	-	-
(e)	Others	-	-	-	-
	<b>Sub Total (A)(2)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Total Promoter Holding (A)</b>	<b>11489370</b>	<b>54.61%</b>	<b>11489370</b>	<b>54.61%</b>
<b>(B)</b>	<b>Public Shareholding</b>				
<b>(1)</b>	<b>Institutions</b>				
(a)	Mutual Funds/ UTI	-	-	-	-
(b)	Financial Institute/ Banks	-	-	-	-
(c)	Central Government/State Government(s)	-	-	-	-
(d)	Venture Capital Funds	-	-	-	-
(e)	Insurance Companies	-	-	-	-
(f)	Foreign Institutional Investors	-	-	-	-
(g)	Foreign Venture Capital Investors	-	-	-	-
(h)	Qualified Foreign Investor	-	-	-	-
(i)	Others	-	-	-	-
	<b>Sub Total (B)(1)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>2</b>	<b>Non-institutions</b>				
(a)	Bodies Corporate	641494	3.05	641494	3.05
(b)(i)	Individuals- shareholders holding nominal share capital upto Rs. 2 Lakhs	6253196	29.72	6253196	29.72
(b)(ii)	Individuals- shareholders holding nominal share capital in excess of Rs. 2 Lakhs	2075095	9.86	2075095	9.86
(c)	Clearing Members	173317	0.82	173317	0.82
(d)	Non Resident Indians(Non Repat)	150850	0.72	150850	0.72
(e)	Non Resident Indians (NRI)	225639	1.07	225639	1.07
(f)	Non Resident Indians (Repat)	6882	0.03	6882	0.03
(g)	Escrow Account	800	0.0038	800	0.0038
(h)	NBFC Registered with RBI	23957	0.11	23957	0.11
	<b>Sub Total (B)(2)</b>	<b>9551230</b>	<b>45.39%</b>	<b>9551230</b>	<b>45.39%</b>
	<b>Total Public Shareholding (B)</b>	<b>9551230</b>	<b>45.39%</b>	<b>9551230</b>	<b>45.39%</b>
	<b>Total (A)+(B)</b>	<b>21040600</b>	<b>100%</b>	<b>21040600</b>	<b>100%</b>



ii. Pre Amalgamation Shareholding Pattern of Transferor Company is given below:

Code	Category	Pre-Amalgamation Shareholding as on December 31, 2017	
		No. of Equity Shares	As a % of total equity capital
<b>(A)</b>	<b>Shareholding of Promoter and Promoter Group</b>		
<b>1</b>	<b>Indian</b>		
(a)	Individuals/Hindu Undivided Family	1	0.005
(b)	Central Government/State Government(s)	-	-
(c)	Bodies Corporate	19,999	99.995
(d)	Financial Institute/ Banks	-	-
	<b>Sub Total (A)(1)</b>	<b>20,000</b>	<b>100%</b>
<b>2</b>	<b>Foreign</b>		
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)	-	-
(b)	Bodies Corporate	-	-
(c)	Institutions	-	-
(d)	Qualified Foreign Investor	-	-
(e)	Others	-	-
	<b>Sub Total (A)(2)</b>	<b>-</b>	<b>-</b>
	<b>Total Promoter Holding (A)</b>	<b>20,000</b>	<b>100%</b>
<b>(B)</b>	<b>Public Shareholding</b>		
<b>(1)</b>	<b>Institutions</b>		
(a)	Mutual Funds/ UTI	-	-
(b)	Financial Institute/ Banks	-	-
(c)	Central Government/State Government(s)	-	-
(d)	Venture Capital Funds	-	-
(e)	Insurance Companies	-	-
(f)	Foreign Institutional Investors	-	-
(g)	Foreign Venture Capital Investors	-	-
(h)	Qualified Foreign Investor	-	-
(i)	Others	-	-
	<b>Sub Total (B)(1)</b>	<b>-</b>	<b>-</b>
<b>2</b>	<b>Non-institutions</b>		
(a)	Bodies Corporate	-	-
(b)(i)	Individuals- shareholders holding nominal share capital upto Rs. 2 Lakhs	-	-
(b)(ii)	Individuals- shareholders holding nominal share capital in excess of Rs. 2 Lakhs	-	-
(c)	Clearing Members	-	-
(d)	Non Resident Indians(Non Repat)	-	-
(e)	Non Resident Indians (NRI)	-	-
(f)	Non Resident Indians (Repat)	-	-
(d)	Escrow Account	-	-
	<b>Sub Total (B)(2)</b>	<b>-</b>	<b>-</b>
	<b>Total Public Shareholding (B)</b>	<b>-</b>	<b>-</b>
	<b>Total (A)+(B)</b>	<b>20,000</b>	<b>100%</b>

**9. EXTENT OF SHAREHOLDING OF DIRECTORS AND KEY MANAGERIAL PERSONNEL**

<b>Name</b>	<b>Designation</b>	<b>Shares held in the Transferee Company</b>
Mahendra Singh Chawla	Whole Time Director	24,73,920
Sharad Chand Lunawat	Director	NIL
Paresh Chawla	Managing Director	30,44,980
Pravin Shah	Whole Time Director	12,10,580
Devendra Kumar Baheti	Director	NIL
Krishna Das Malani	Director	NIL
Jyoti Jain	Director	NIL
Bakulesh Shah	Chief Financial Officer	10,26,600
Megha Neema	Company Secretary	Nil

For, **Alpa Laboratories Limited**

**Sharad Chand Lunavat**

(DIN:0044502)

**Chairman appointed for the Meeting**

**Dated:February 03, 2018**

**Place: Indore**

**Registered Office:**

33/2 Pigdamber, A B Road, Rau,  
Indore, Madhya Pradesh-453446  
CIN – L85195MP1988PLC004446

## **SCHEME OF AMALGAMATION**

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013

OF

### **NORFOLK MERCANTILE PRIVATE LIMITED**

(The Transferor Company)

WITH

### **ALPA LABORATORIES LIMITED**

(The Transferee Company)

AND

THEIR SHAREHOLDERS

## **SCHEME OF AMALGAMATION**

### **PREAMBLE**

#### **A. PURPOSE OF THE SCHEME**

This Scheme of Amalgamation is presented under Sections 230 to 232 and other applicable provisions if any of the Companies Act, 2013 for amalgamation of **NORFOLK MERCANTILE PRIVATE LIMITED (“the Transferor Company”)** with **ALPA LABORATORIES LIMITED (“the Transferee Company”)** and in compliance with conditions relating to “Amalgamation” as specified u/s 2(1B) of the Income Tax, 1961.

#### **B. DESCRIPTION OF THE COMPANIES**

##### **1.1 ALPA LABORATORIES LIMITED ("ALL"), the Transferee Company**

The Company (ALL) was incorporated on March 18, 1988 under the Companies Act, 1956 (No.1 of 1956) in the State of Madhya Pradesh as “Alpa Laboratories Private Limited” and received the ‘Certificate of Incorporation’ bearing number 10-04446 of 1988 from the Registrar of Companies (“**ROC**”), Madhya Pradesh, Gwalior. The Company had also received Certificate for Commencement of Business from ROC, Madhya Pradesh, Gwalior on 18<sup>th</sup> March, 1988. The CIN of the Company was L85195MP1988PLC004446. The name of the Company changed from “Alpa Laboratories Private Limited” to i.e. “Alpa Laboratories Limited” on 03<sup>rd</sup> September, 1998 and a fresh certificate of incorporation consequent on change of name was obtained from ROC, Madhya Pradesh, Gwalior.

The main object clause of the Memorandum of Association of the Transferee Company authorizes the Transferee Company:

To carry on business as manufacturers, importers, exporters, buyers, sellers processors growers, makers, refiners inventors, analysts, druggists chemists, stockists, of pharmaceuticals, organic & inorganic chemicals, medicinal preprational drugs, drug intermediates, aromatic chemicals, drugs and pharmaceutical formulations in usual dosage for i.e. vials, injections orals, syrups, tablets, capsules and in any such other forms for human as well as animal uses food products, surgical goods, minerals & metals analysis, in ayurvedic, allopathic homeopathic unani products based on herbs, vegetables, fruits, plants chemical compounds.

The Transferee Company is a Public Limited Company and its shares are listed on National Stock Exchange of India Limited (NSE) and Bombay Stock Exchange Limited (BSE).

## 1.2 **NORFOLK MERCANTILE PRIVATE LIMITED ("NMPL")**

The Company was incorporated as a Private Limited Company under the Companies Act, 1956, on February 6, 2014 in the name of Norfolk Mercantile Private Limited in the State of Maharashtra. The CIN of the Company is U74120MH2014PTC252923.

The main object clause of the Memorandum of Association of the Transferor Company authorizes the Transferor Company:

- 1) To Deal in the business of as general merchants and traders in Pharma, medicines, goods and commodities, on ready or forward basis, commission agents, buying and Selling agents, brokers, importers, exporters and to act as manufacturer's representative.
- 2) To carry on the business of real estate such as to construct, purchase sell and otherwise to carry on the business such as builders, contractors, Estate agents to the private and public sector

At present the Transferor Company is a Wholly Owned Subsidiary of the Transferee Company.

## C. **RATIONALE OF THE SCHEME**

1.1 NORFOLK MERCANTILE PRIVATE LIMITED is wholly owned subsidiary company of ALPA LABORATORIES LIMITED, the Transferee Company. Both the companies are part of the same group.

1.2 Accordingly, the Board of Directors of the Transferor and Transferee Company has decided to amalgamate their business and undertakings, so as to achieve the following:

- h) Greater integration and greater financial strength and flexibility for the amalgamated entity, which would result in maximizing overall shareholder value and will improve the competitive position of the combined entity.
- i) The existence of independent companies at times result in duplication of efforts and the integration and combination of such businesses will lead to greater and optimal utilization of resources. The amalgamation would, therefore, enable the Transferee Company to increase operations and confer a competitive advantage on the entire business. With integrated processes, the Transferee Company can achieve higher scales of operation.
- j) The amalgamation of the operations will assist the Transferee Company and its management in meeting the funding through a common funding mechanism. This will result in effective management and utilization of funds for capital expenditure and working capital. The efficiencies generated through cash management of the merged entity and access to cash flow generated by the combined business can be deployed more efficiently to fund organic and inorganic growth opportunities and to maximize shareholders value.
- k) The amalgamated company will have the benefit of synergy, optimum use of human relations, expertise, and stability of operations and would help to achieve economies of scale through efficient utilization of resources and facilities.
- l) Strengthened leadership in the Industry, in terms of the asset base, revenues, product range, production volumes and market share of the combined entity. The amalgamated entity will have the ability to leverage on its large asset base and vast pool of intellectual capital, to enhance shareholder value.
- m) Enable the shareholders of ALPA LABORATORIES LIMITED to get direct participation in the business of its present wholly owned subsidiary (being NORFOLK MERCANTILE PRIVATE LIMITED)
- n) Simplified group and business structure;

1.3 Thus, as a whole, amalgamation of the with the Transferee Company in terms of the Scheme will be beneficial for all the companies, their shareholders, their creditors, employees, customers and all others concerned with all the companies.

**D. PARTS OF THE SCHEME**

The Scheme is divided into following parts:

**Part I : Definitions**

**Part II : Capital Structure**

**Part III: Amalgamation of the Transferor Company with the Transferee Company**

**Part IV: Cancellation of Shares and Increase of Authorized Share Capital of Transferee Company**

**Part V: Accounting treatment in the books of the Transferee Company**

**Part VI: General Terms and Conditions**

## PART I

### DEFINITIONS

#### 1.1 DEFINITIONS:

In addition to the words and expressions defined elsewhere in this Scheme, unless it is contrary or repugnant to the subject, context or meaning thereof, the following words and expressions shall have the meanings as set out hereunder:

- 1.1.1. "**Act**" means the Companies Act, 2013, to the extent notified, and all amendments or statutory modifications thereto or re-enactments thereof, except where otherwise expressly provided;
- 1.1.2. "**Appointed Date**" means 1<sup>st</sup> April, 2017 or such other date as may be fixed or approved by competent authority having jurisdiction to sanction the Scheme.
- 1.1.3. "**Board of Directors**" in relation to ALL or NMPL as the case may be, means the Board of Directors of the respective companies for the time being and shall include a committee of directors or any person authorized by the Board of Directors or such committee of directors.
- 1.1.4. "**Effective Date**" shall mean the date on which the certified copy of the order passed by the NCLT sanctioning the Scheme, is filed by NMPL and ALL respectively, with the concerned Registrar of Companies, in terms of Section 232(5) or any other provisions if any of the Companies Act, 2013.
- 1.1.5. "**Financial Statements**" include standalone and consolidated accounts, i.e., balance sheet, statement of profit & loss, cash flow statement and notes to accounts of the Transferor Company and the Transferee Company, as the context may require.
- 1.1.6. "**Governmental Authority**" means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or committee or any court, tribunal, board, bureau, instrumentality, Registrar of Companies, Regional Director, The Official Liquidator, National Company Law Tribunal and Courts of Relevant Jurisdiction, judicial or quasi-judicial or arbitral body having jurisdiction over the territory of India.
- 1.1.7. "**National Company Law Tribunal**" means the Hon'ble National Company Law Tribunal, Gujarat Bench, Gujarat that has jurisdiction over NMPL and National Company Law Tribunal [NCLT] Ahmedabad Bench, Ahmedabad that has jurisdiction over ALL or such other forum or authority that may be vested with requisite powers under the Companies Act, 2013.
- 1.1.8. "**NMPL**" means NORFOLK MERCANTILE PRIVATE LIMITED (CIN: U74120MH2014PTC252923), an Unlisted Private Company, which was incorporated on February 06, 2014 under the Companies Act, 1956 having its registered office at 422/6 Mangaldas Market, 20 Kitchen Garden Lane, Mumbai, Maharashtra 400002, India.
- 1.1.9. "**ALL**" means ALPA LABORATORIES LIMITED (CIN: L85195MP1988PLC004446), an listed Public Company, which was incorporated on March 18, 1988 under the Companies Act, 1956 having its registered office at 33/2 Pigdamber, A B Road, Rau, Indore, Madhya Pradesh 453 446, India.
- 1.1.10. "**Scheme**" means this Scheme of Amalgamation of NORFOLK MERCANTILE PRIVATE LIMITED with ALPA LABORATORIES LIMITED, in its present form or with any modification(s) approved or imposed or directed by the National Company Law Tribunal.
- 1.1.11. "**Transferor Company**" means collectively the company i.e. NORFOLK MERCANTILE PRIVATE LIMITED amalgamating into ALPA LABORATORIES LIMITED in terms of the Scheme.
- 1.1.12. "**Transferee Company**" means ALPA LABORATORIES LIMITED.
- 1.1.13. "**Transferred Undertaking**" means and includes :

- i.** All the assets and properties and the entire business of the Transferor Company as on the Appointed Date (hereinafter referred to as “the said assets”),
- ii.** All the debts, liabilities, contingent liabilities, duties, obligations and guarantees of the Transferor Company as on the Appointed Date (hereinafter referred to as “the said liabilities”),
- iii.** Without prejudice to the generality of sub-clause (a) above, the Undertaking of the Transferor Company shall include the Transferor Company reserves, movable and the immovable properties, all other assets including investments in shares, debentures, bonds and other securities, claims, loans and advances, deposits, ownership rights, lease-hold rights, tenancy rights, occupancy rights, hire purchase contracts, leased assets, lending contracts, revisions, powers, permits, authorities, licenses, consents, approvals, municipal permissions, industrial and other licenses, permits, authorizations, quota rights, registrations, import/ export licenses, bids, tenders, letter of intent, connections for water, electricity and drainage, sanctions, consents, product registrations, quota rights, allotments, approvals, freehold land, buildings, factory buildings, plant & machinery, electrical installations and equipments, furniture and fittings, laboratory equipments, office equipments, effluent treatment plants, tube wells, software packages, vehicles and contracts, engagements, titles, interest, benefits, allocations, exemptions, concessions, remissions, subsidies, tax deferrals, tenancy rights, trademarks, brand names, patents and other industrial and intellectual properties, import quotas, telephones, telex, facsimile, websites, e-mail connections, networking facilities and other communication facilities and equipments, investments, rights and benefits of all agreements and all other interests, rights and power of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals and all necessary records, files, papers, process information, data catalogues and all books of accounts, documents and records relating thereof.
- iv.** Without prejudice to the generality of the above, all benefits including under Income Tax, Excise (including Cenvat), Sales Tax (including deferment of sales tax), etc., to which the Transferor Company is entitled to in terms of the applicable Tax Laws of the Union and State Governments.

## PART II

### CAPITAL STRUCTURE

- 2.1 The Authorised, issued, subscribed and paid up Share Capital of NORFOLK MERCANTILE PRIVATE LIMITED (the transferor Company) as on March 31, 2017 is set out below:

<b>Share Capital</b>	<b>Amount in Rs.</b>
<b>Authorised Share Capital</b>	
60,000 Equity Shares of Rs.10/- each	6,00,000
27,40,000 Preference Shares of Rs.10/- each	2,74,00,000
<b>Total</b>	<b>2,80,00,000</b>
<b>Issued, Subscribed and Paid Up Capital</b>	
20,000 Equity Shares of Rs.10/- each	2,00,000
26,00,000 Preference Shares of Rs.10/- each	2,60,00,000
<b>Total</b>	<b>2,62,00,000</b>

- 2.2 The Authorised, issued, subscribed and paid up Share Capital of ALPA LABORATORIES LIMITED, the Transferee Company as on 31st March, 2017 is set out below:

<b>Share Capital</b>	<b>Amount in Rs.</b>
<b>Authorised Share Capital</b>	
2,50,00,000 Equity Shares of Rs. 10/- each	25,00,00,000
<b>Total</b>	<b>25,00,00,000</b>
<b>Issued Capital</b>	
2,15,60,000 Equity Shares of Rs. 10/- each	21,56,00,000
<b>Subscribed and Paid Up Capital</b>	
2,10,40,600 Equity Shares of Rs. 10/- each	21,04,06,000
<b>Total</b>	<b>21,04,06,000</b>



## PART III

### AMALGAMATION OF TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

#### 3.1 Transfer & Vesting of Undertaking

Upon the order of the NCLT sanctioning the Scheme becoming effective, on and from the Appointed Date, the Transferred Undertaking of the Transferor Company shall, together with all its properties, assets, agreements including development Agreements, joint venture Agreements, expression of Interest (EOI), rights, benefits, interests, liabilities and obligations, (subject to the provisions of Paragraph 3.2 hereof) in relation to the mode of vesting, and without any further deed or act and in accordance with Sections 230 to 232 of the Companies Act, 2013 and all other applicable provisions of law, be transferred to and vested in and be deemed to have been transferred to and vested in, the Transferee Company, as a going concern.

3.2 Without prejudice to the generality of the foregoing and to the extent applicable, unless otherwise stated herein, upon the order of the NCLT sanctioning this Scheme becoming effective, on and from the Appointed Date:

#### 3.2.1 Assets

- a) In respect of such assets of the Transferor Company as are moveable in nature or are otherwise capable of transfer by delivery of possession, payment or by endorsement and delivery, the same shall stand transferred to and be vested in the Transferee Company and shall become the property of the Transferee Company. The vesting pursuant to this paragraph shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly, without requiring execution of any deed or instrument of conveyance for the same.
- b) In respect of such assets of the Transferor Company as are intangible in nature including goodwill which has arisen on previous mergers, the same shall stand transferred to and be vested in the Transferee Company and shall become the property of the Transferee Company.
- c) In respect of such assets of the Transferor Company as are or represent Investments registered and/or held in any form by or beneficial interest wherein is owned by the Transferor Company, the same shall stand transferred/transmitted to and be vested in and/or be deemed to have been transferred/transmitted to and vested in the Transferee Company, together with all rights, benefits and interest therein or attached thereto, without any further act or deed and thereupon the Transferor Company shall cease to be the registered and/or the beneficial owner of such investments. The Transferor Company shall be deemed to be holding such investments for and on behalf of and in trust for and for the benefit of the Transferee Company and all profits or dividends and other rights or benefits accruing/paid/distributed on such investments and all taxes thereon, or losses arising or expenses incurred relating to such investments, shall, for all intent and purposes, be treated as the profits, dividends, rights, benefits, taxes, losses or expenses, as the case may be, of the Transferee Company.
- d) In respect of such of the moveable assets belonging to the Transferor Company other than those specified in paragraph 3.2.1(a) and (b) hereof, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or value to be received, bank balances and deposits, if any, the same shall (notwithstanding whether there is any specific provision for transfer of credits, assets or refunds under the applicable laws, wherever applicable), without any further act, instrument or deed by the Transferor Company or the Transferee Company or the need for any endorsements, stand transferred from the Transferor Company to and in favour of the Transferee Company. Any security, lien, encumbrance or charge created over any assets in relation to the loans, or borrowings or any other dues of the Transferor Company, shall, without any further act or deed, stand transferred to the benefit of the Transferee Company and the Transferee Company will have all the rights of the Transferor Company to enforce such security, lien, encumbrance or charge, by virtue of this Scheme.

- e) All immovable properties of the Transferor Company (i.e., land together with the buildings and structures standing thereon or under construction, development rights) (whether freehold, leasehold, leave and licensed or otherwise) including any tenancies in relation to warehouses, office space, guest houses and residential premises including those provided to/occupied by the Transferred Employees and all documents of title, rights and easements in relation thereto and all plant and machineries constructed on or embedded or attached to any such immovable properties and all rights, covenants, continuing rights, title and interest in connection with the said immovable properties, shall stand transferred to and be vested in and be deemed to have been transferred to and vested in the Transferee Company, without any further act or deed done/executed or being required to be done/executed by the Transferor Company or the Transferee Company or both. The Transferee Company shall be entitled to exercise and enjoy all rights and privileges attached to the immovable properties and shall be liable to pay the ground rent and taxes and fulfill all obligations and be entitled to all rights in relation to or as applicable to such immovable properties.

### 3.2.2 **Licenses & Certificates**

All Licenses, building plans, permits, registrations & ownership certificate issued by various registering & statutory authorities relating to the Transferor Company shall stand transferred to and be vested in the Transferee Company, without any further act or deed done by the Transferor Company or the Transferee Company and be in full force and effect in favour of the Transferee Company, as if the same were originally given to, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

### 3.2.3 **Contracts**

- a) All Contracts, Agreements including Development Agreements, Development Rights, of the Transferor Company which are subsisting or having effect immediately before the Effective Date, shall stand transferred to and vested in the Transferee Company and be in full force and effect in favour of the Transferee Company and may be enforced by or against it as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.
- b) Any inter-se contracts between the Transferor Company on One hand and the Transferee Company on the other hand and the Transferor Company amongst themselves shall stand cancelled and cease to operate upon the coming into effect of this Scheme.

### 3.2.4 **Intellectual Property**

All Intellectual Property of the Transferor Company shall stand transferred to and be vested in the Transferee Company and be in full force and effect in favour of the Transferee Company and may be enforced by or against it as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

### 3.2.5 **Legal Proceedings**

If any, suit, writ petition, appeal, revision or other proceedings (hereinafter called “the Proceedings”) by or against the Transferor Companies are pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Companies or of anything contained in the Scheme, but all such 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 Companies as if the Scheme had not been made. On and from the Effective Date, the Transferee Company shall and may initiate any legal proceedings for and on behalf of the Transferor Companies.

### 3.2.6 **Transferred Liabilities and Security**

- a) All Transferred Liabilities of the Transferor Company, shall, to the extent they are outstanding as on the Effective Date, without any further act, instrument or deed, stand transferred to and be deemed to be the

debts, liabilities, contingent liabilities, duties and obligations, etc., as the case may be, of the Transferee Company and shall be exercised by or against the Transferee Company, as if it had incurred such Transferred Liabilities.

- b) The Transferee Companies alone shall be liable to meet, discharge and satisfy the Transferred Liabilities as the borrower/creditor in respect thereof.
- c) 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 Transferred Liabilities have arisen in order to give effect to the provisions of this paragraph.

### 3.2.7 **Tax Treatment**

All taxes, duties, cess, MAT credit, tax related assets (including service tax, input credit, CENVAT, value added tax, sales tax, entry tax, GST etc) that are allocable, referable or related to the Transferor Company and payable, whether due or not, upto a day immediately preceding the Appointed Date, including all advance tax payments, tax deducted at source, tax liabilities or any refunds, tax obligations, credit and claims, carry forward losses and tax credits under any provision of the Income Tax Act, 1961 shall, for all intent and purposes, be treated as the liability or refunds, credit and claims, as the case may be, of the Transferee Company.

### 3.2.8 **Books and Records**

All books, records, files, papers, engineering and process information, building plans, databases, catalogues, quotations, advertising materials, if any, lists of present and former clients and all other books and records, whether in physical or electronic form, of the Transferor Company, to the extent possible and permitted under applicable laws, be handed over by them to the Transferee Company.

### 3.3 **Conduct of Business by the Transferor Company till effective date**

#### 3.3.1 With effect from the Appointed Dates and upto the Effective Date, the Transferor Company

- a) shall carry on its business with reasonable diligence and commercial prudence and in the same manner as it has been doing hitherto;
- b) shall carry on and shall be deemed to have carried on all their respective business activities and shall hold and stand possessed and shall be deemed to have held and stood possessed of all the said assets, rights, title, interests, authorities, Contracts, investments and decisions, benefits for and on account of and in trust for the Transferee Company;
- c) shall undertake all obligations, liabilities, duties and commitments attached, related or pertaining to the Transferor Company shall be undertaken and shall be deemed to have been undertaken for and on account of and in trust for the Transferee Company; and
- d) all the profits and incomes accruing or arising to the Transferor Company and all expenditure or losses arising or incurred by the Transferor Company shall, for all purposes, be treated and be deemed to be the profits and incomes or expenditures and losses, as the case may be, of the Transferee Company.

#### 3.3.2 All assets acquired, development rights, leased or licensed, Licenses obtained, benefits, entitlements, incentives and concessions granted, Contracts entered into, Intellectual Property developed or registered or applications made thereto, Transferred Liabilities incurred and Proceedings initiated or made party to, between the Appointed Date and till the Effective Date by the Transferor Company shall be deemed to be transferred and vested in the Transferee Company. For avoidance of doubt, where any of the Transferred Liabilities as on the Appointed Date (deemed to have been transferred to the Transferee Company) have been discharged by the Transferor Company on or after the Appointed Date but before the Effective Date, such discharge shall be deemed to have been for and on behalf of the Transferee Company for all intent and purposes and under all applicable laws. Further, in connection with any transactions between the Transferor Company and the Transferee Company between the Appointed Date and upto the Effective date, if any service

tax / GST has been paid by the Transferor Company, then upon the Scheme coming into effect, the Transferee Company shall be entitled to claim refund of such service tax / GST paid by the Transferor Company.

- 3.3.3 With effect from the Effective Date, the Transferee Company shall carry on and shall be authorised to carry on the business of the Transferor Company and till such time as the name of account holder in the respective bank accounts of the Transferor Company is substituted by the bank in the name of the Transferee Company, the Transferee Company shall be entitled to operate such bank accounts of the Transferor Company, in its name, in so far as may be necessary. Cheques already issued by the Transferor Company, will be honored by the banks, even after the title of account has been changed in the name of Transferee Company.
- 3.3.4 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Transferor Company occurs by virtue of Part III of this Scheme itself, the Transferee Company may, at any time after the Effective Date, in accordance with the provisions hereof, if so required under applicable law or otherwise, give notice in such form, as may be required or as it may deem fit and proper or enter into or execute deeds (including deeds of adherence), confirmations, novations, declarations or other writings or documents as may be necessary and carry out and perform all such formalities and compliances, for and on behalf of the Transferor Company, including, with or in favour of and required by (i) any party to any Contract to which the Transferor Company is a party; or (ii) any Governmental Authority or non-government authority, in order to give formal effect to the provisions of this Scheme. Provided however, that execution of any confirmation or novation or other writings or arrangements shall in no event postpone the giving effect to this Scheme from the Effective Date.
- 3.3.5 To the extent possible, pending sanction of this Scheme, the Transferor Company or the Transferee Company shall be entitled to apply to the relevant Governmental Authorities and other third parties concerned, as may be necessary under any law or contract for transfer or modification of such consents, approvals and sanctions which the Transferee Company may require to own and carry on the business of the Transferor Company with effect from the Effective Date and subject to this Scheme being sanctioned by the NCLT.
- 3.3.6 For the purpose of giving effect to the order passed under Sections 230 to 232 read with Section 52, 66 and any other applicable provisions if any of the Companies Act, 2013 in respect of this Scheme by the NCLT, the Transferee Company shall, upon the Scheme becoming effective, be entitled to get the record of the change in the legal right(s) standing in the name of the Transferor Company, in its favour in accordance with such order and the provisions of Sections 230 to 232 read with Section 52, 66 and any other applicable provisions if any of the Companies Act, 2013.

#### 3.4 **Saving of Concluded Transactions**

The transfer and vesting of the Transferor Company with and into the Transferee Company under Part III of the Scheme, shall not affect any transaction or proceedings already completed or liabilities incurred by the Transferor Company, either prior to or on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company shall accept and adopt all acts, deeds and things done and executed by or on behalf of the Transferor Company in respect thereto as acts, deeds and things done and executed by and on behalf of itself.

#### 3.5 **Dissolution of the Transferor Company**

Upon this Scheme becoming effective, NORFOLK MERCANTILE PRIVATE LIMITED shall stand dissolved without being wound-up.

## PART IV

### CANCELLATION OF SHARES OF TRANSFEROR COMPANY & INCREASE / CONSOLIDATION OF AUTHORIZED SHARE CAPITAL OF TRANSFEREE COMPANY

#### 4.1 Cancellation of Shares of Transferor Company

4.1.1 The Transferor Company is the wholly owned subsidiary company of Transferee Company and therefore upon amalgamation of Transferor Company with Transferee Company in terms of the Scheme becoming effective, the entire paid-up share capital i.e., equity share capital and the effective share capital of the Transferor Company held by the Transferee Company shall without any act or deed stand automatically cancelled and be extinguished and in lieu thereof and the Transferee Company shall not be required to issue and / or allot any shares to the members of the Transferor Company.

#### 4.2 **Increase / consolidation of authorized share capital of the Transferee Company**

4.2.1 Upon this Scheme becoming effective and upon the transfer and vesting of NMPL into ALL pursuant to this Scheme, the entire authorized share capital of NMPL equal to Rs.2,80,00,000/- (divided into 60,000 equity shares of Rs. 10 each and 27,40,000 Preference Shares of Rs.10/- each) shall stand merged with the authorized share capital of ALL, the Transferee Company.

4.2.2 Thus, the Authorized Share Capital of the Transferee Company (ALL) of Rs.25,00,00,000/- divided into 2,50,00,000 Equity Shares of the face value of Rs.10/- each, shall stand increased by Rs. 2,80,00,000/- to Rs. 27,80,00,000/- divided into 2,50,60,000 Equity Shares of the face value of Rs.10/- each and 27,40,000 Preference Shares of Rs.10/- each.

4.2.3 Accordingly, the Authorized Share Capital of the Transferee Company shall stand increased by an amount of Rs. 2,80,00,000/- and Clause V of the Memorandum of Association of ALL (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 14 and 61, 230 and 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 as the case may be and be replaced by the following clause:

“The Authorized Share Capital of the Company is Rs.27,80,00,000/- (Rupees Twenty Seven Crores Eighty Lacs only) divided into 2,50,60,000 ( Two Crore Fifteen Lakhs Sixty Thousand Only) Equity Shares of Rs.10/- (Rupee Ten only) each and 27,40,000 ( Twenty Seven Lakhs Forty Thousand Only) Preference Shares of Rs.10/- (Rupee Ten only) each with power to increase or reduce such capital for the time being in force in this behalf and with power to divide the shares in the capital for the time being into equity share capital or preference share capital, and to attach thereto respectively any preferential, qualified or special right, privileges or condition. If and whenever the capital of the company is divided into shares, of different classes the right of any such class may be varied, modified, effected, extended, abrogated or surrendered as provided in the Articles of Association of the company and the legislative provisions for the time being in force”.

4.2.4 The stamp duty or filing fees paid on the authorized share capital of the Transferor Company is permitted to be utilized and applied towards the increase in the authorized share capital of the Transferee Company in accordance with this paragraph 4.2 and no additional stamp duty shall be payable and no additional fee shall be payable to any regulatory authorities in relation to such increase in the authorized share capital of the Transferee Company. The Transferee Company shall file the requisite documents with the relevant Registrar of Companies, which has jurisdiction over the Transferee Company, for the increase of the authorized share capital of the Transferee Company as aforesaid. It is hereby clarified that for the purposes of increasing the authorized share capital in accordance with this paragraph 4.2, the sanction of the NCLT shall be deemed to be sufficient for the purposes of effecting this amendment and that no further approval or resolution under any applicable provisions of the Companies Act, 2013 would be required to be separately passed.

## PART V

### ACCOUNTING TREATMENT IN THE BOOKS OF TRANSFEREE COMPANY.

- 5.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date the Transferor company shall account for the amalgamation in its books as per the applicable accounting principles prescribed under Indian Accounting Standard (Ind AS) and/ or any other applicable Ind AS, as the case may be. It would inter alia include the following:
- 5.2
- (i) All the assets and liabilities recorded in the books of transferor company shall be transferred to and vested in the books of transferee company pursuant to the Scheme and shall be recorded by transferee company at their respective book values as appearing in the books of transferor company.
  - (ii) The identity of the reserves of transferor company shall be preserved and they shall appear in the financial statements of transferee company in the same form and manner, in which they appeared in the financial statements of transferor company, prior to this Scheme becoming effective.
  - (iii) The investments in the equity share capital of transferor company as appearing in the books of accounts of transferee company and its wholly owned subsidiaries, shall stand cancelled.
  - (iv) Inter-Company balances, loans and advances, if any, will stand cancelled.
  - (v) The difference, being excess/deficit arising pursuant to the Scheme shall be accounted based on the accounting principles prescribed under the Ind AS-103.
- 5.3 In case of any differences in accounting policies between Transferor Company and transferee company, the accounting policies followed by Transferee Company will prevail and the difference till the Appointed Date shall be adjusted in Capital Reserves of Transferee Company, to ensure that the financial statements of Transferee Company reflect the financial position on the basis of consistent accounting policy.

### GENERAL TERMS AND CONDITIONS

6.1. **Application(s) to the National Company Law Tribunal [NCLT]**

The Transferor Company and the Transferee Company herein shall, with all reasonable dispatch, make applications under the applicable provisions of the Act to the National Company Law Tribunal (Tribunal) for sanctioning the Scheme and for dissolution of the Transferor Company without being wound up.

6.2. **Revision of accounts and tax filings, modification of charge**

- 6.2.1 Upon this Scheme becoming effective and from the Appointed Date, the Transferee Company is expressly permitted to revise and file its income tax returns and other statutory returns, including tax deducted at source returns, services tax returns, excise tax returns, sales tax and value added tax returns, Goods and Service Tax (GST) returns as may be applicable and has expressly reserved the right to make such provisions 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 lapsed.
- 6.2.2 Filing of the certified copy of the orders of the NCLT sanctioning this Scheme with the concerned Registrar of Companies, shall be deemed to be sufficient for creating or modifying the charges in favour of the secured creditors, if any, of the Transferor Company, as required as per the provisions of this Scheme.

6.3. **Tax neutrality**

- 6.3.1 The amalgamation in accordance with this Scheme shall be pursuant to and in compliance with the provisions of Section 2(1B) of the Income-tax Act, 1961, or any modification or re-enactment thereof.

6.3.2 If any terms or provisions of this Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will, however, not affect other parts of this Scheme.

#### 6.4 **Modifications and Amendments to the Scheme**

6.4.1 Notwithstanding anything to the contrary contained in this Scheme, the Transferor Company and the Transferee Company (acting through their respective Board of Directors or a committee thereof or authorised representatives) may make or assent, from time to time, to any modifications, amendments, clarifications or confirmations to this Scheme, which they deem necessary and expedient or beneficial to the interests of the stakeholders and the NCLT.

6.4.2 The Transferor Company and the Transferee Company (acting through their respective Board of Directors or a committee thereof or authorised representatives) shall be authorised to take all such steps and give such directions, as may be necessary, desirable or proper, to resolve any doubts, difficulties or questions that may arise in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, whether by reason of any directive or orders of the NCLT or any other authorities or otherwise, howsoever arising out of or under or by virtue of this Scheme or any matter concerned or connected therewith and to do and execute all acts, deeds, matters and, things necessary for giving effect to this Scheme without recourse to their respective shareholders.

6.4.3 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the representative of the Transferor Company and the Transferee Company may give and are hereby authorised to determine and give all such directions as are necessary and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

6.4.4 However, no modifications and / or amendments to the Scheme can be carried out or effected by the Board of Directors without approval of the NCLT and the same shall be subject to powers of the NCLT under Section 230 to 232 of the Companies Act, 2013.

#### 6.5 **MODIFICATIONS/AMENDMENTS TO THE SCHEME**

6.5.1 The Transferor Companies (by its Directors) and the Transferee Company (by its Directors) may assent to any modifications or amendments to the Scheme or agree to any terms and/or conditions which the NCLT and/or any other authorities under law may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting the Scheme into effect. All amendments/modifications to the Scheme shall be subject to approval of the Tribunal.

6.5.2 For the purpose of giving effect to the Scheme or to any modification thereof, the Directors of the Transferee Company are hereby authorised to give such directions and/or to be take such steps as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

#### 6.6 **Conditionality of the Scheme**

6.6.1 This Scheme is conditional upon and subject to the following:

- A. The requisite consent, approval or permission of the Appropriate Authorities or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- B. The Scheme being approved by the respective requisite majorities of the members and creditors of the Transferor Company and Transferee Company as may be directed by the NCLT and/or any other competent authority and it being sanctioned by the NCLT and / or any other competent authority, as may be applicable.

- C. As para (I) (A) (9) (a) of Annexure I of SEBI Circular No. CFD/ DIL3/CIR/2017/21 dated 10<sup>th</sup> March, 2017 is applicable to this Scheme, therefore it is provided in the Scheme that the Transferee Company will provide voting by the public shareholders through postal ballot and e-voting and will disclose all material facts in the explanatory statement to be sent to the shareholders in relation to the said Resolution.
- D. As para (I) (A) (9) (a) of Annexure I of SEBI Circular No. CFD/ DIL3/CIR/2017/21 dated 10<sup>th</sup> March, 2017 is applicable to this Scheme, the Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the Scheme are more than the number of votes cast by the public shareholders against it.
- E. All other sanctions and approvals as may be required by law including registration of the order of the Tribunal sanctioning the Scheme of Amalgamation or any other Appropriate Authority, by the Registrar of Companies, under the Act in respect of this Scheme being sanctioned.
- F. Certified copies of the orders of the NCLT or such other competent authority, as may be applicable, sanctioning this Scheme being filed with the concerned Registrar of Companies.

6.6.2 Notwithstanding anything to the contrary contained herein, the non-receipt of any sanctions or approvals for transfer of a particular asset or liability forming part of the Transferor Company to the Transferee Company pursuant to this Scheme, shall not affect the effectiveness of this Scheme, if the Board of Directors of the Transferor Company and the Transferee Company so decide.

#### **6.7 Revocation and withdrawal of this Scheme**

The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel, withdraw and declare this Scheme to be of no effect at any stage, but before the Effective date, and where applicable re-file, at any stage in case (a) this Scheme is not approved by the NCLT or if any other consents, approvals, permissions, resolutions, agreements, sanctions and conditions required for giving effect to this Scheme are not received or delayed; (b) any condition or modification imposed by the NCLT and/or any other authority is not acceptable; (c) the coming into effect of this Scheme in terms of the provisions hereof or filing of the drawn up order(s) with any Governmental Authority could have adverse implication on either of the Transferor Company and/or the Transferee Company; or (d) for any other reason whatsoever, and do all such acts, deeds and things as they may deem necessary and desirable in connection therewith and incidental thereto. On revocation, cancellation or withdrawal, this Scheme shall stand revoked, cancelled or withdrawn and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between the respective Transferor Company 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 party shall bear its own costs, unless otherwise mutually agreed.

#### **6.8 Severability**

If any part of this Scheme is held invalid, ruled illegal by any Tribunal of competent jurisdiction, or becomes unenforceable for any reason, whether under present or future laws, then it is the intention of both the Transferor Company and the Transferee Company that such part of the Scheme shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part of the Scheme shall causes this Scheme to become materially adverse to either the Transferee Company or the Transferor Company, in which case the Transferor Company and the Transferee Company shall attempt to bring about a modification in this Scheme, as will best preserve for the parties the benefits and obligations of this Scheme, including but not limited to such part of the Scheme.

#### **6.9 Effect of Non Receipt of Approvals / Sanctions**

In the event of any approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Boards of Directors of the Transferee Company



and the Transferor Companies shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme not being sanctioned by the Hon'ble High Court, the Scheme shall become null and void.

**6.10 Costs and expenses**

All costs, expenses, charges, taxes, fees and all other expenses, if any, including stamp duty and registration charges, if any, arising out of or incurred in carrying out and implementing the terms of this Scheme and the incidentals thereto shall be borne and paid by the Transferee Company.



**ALPA LABORATORIES LIMITED;**  
**REGD ADDRESS: 33/2 A.B ROAD PIGDAMBER**  
**RAU, INDORE (M.P) -453446**  
**INVESTOR CELL: is@alpalabs.in WEBSITE: [www.alpalabs.in](http://www.alpalabs.in)**  
**TEL NO: 0731-4294567 FAX NO.0731-4294444**

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL  
 GUJARAT BENCH**

**COMPANY SCHEME APPLICATION NO. \_\_\_\_ OF 2017**

In the matter of the Companies Act, 2013 (18 of 2013);

AND

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and Rules framed there under as in force from time to time;

AND

In the matter of Scheme of Amalgamation of NORFOLK MERCANTILE PRIVATE LIMITED (CIN: U74120MH2014PTC252923), the Transferor Company with ALPA LABORATORIES LIMITED (CIN: L85195MP1988PLC004446), the Transferee Company and their respective shareholders and creditors.

**ALPA LABORATORIES LIMITED )**  
**(CIN: L85195MP1988PLC004446) )**  
 a Company incorporated under the )  
 Companies Act, 1956 and having its )  
 Registered Office at 33/2, A.B. Road )  
 Pigdambar Rao, Indore M.P.-453446 ) ..... **Applicant Company**

**PROXY FORM**

Name of the Member(s): \_\_\_\_\_

Registered Address: \_\_\_\_\_

E-mail ID: \_\_\_\_\_

Folio No./Client ID: \_\_\_\_\_

I/ We, being the Member(s) of \_\_\_\_\_ shares of Alpa Laboratories Limited, hereby appoint –

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail ID: \_\_\_\_\_ Signature: \_\_\_\_\_ Or failing him/her.

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail ID: \_\_\_\_\_ Signature: \_\_\_\_\_ Or failing him/her.

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail ID: \_\_\_\_\_ Signature: \_\_\_\_\_.

As my/our proxy and whose signature(s) are appended below to attend and vote (on poll & ballot) for me/us and on my/ our behalf at National Company Law Tribunal convened meeting of the Equity Shareholders of the Company to be held at 33/2 Pigdamber, A B Road, Rau, Indore, Madhya Pradesh-453446 on Tuesday, March 6<sup>th</sup>, 2018 at 11.00 a.m. and at any adjournment or adjournments thereof in respect of such resolution and in such manner as are indicated below:

Sl. No	Particulars	For	Against
1.	Resolution approving Scheme of Amalgamation of Norfolk Mercantile Private Limited (“Transferor Company”) with Alpa Laboratories Limited (“Transferee Company”) pursuant to sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013.		

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Affix  
Revenue  
Stamp

Signature of Proxy: \_\_\_\_\_

Signature of Shareholder(s)

**Notes:**

1. This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company at 33/2 Pigdamber, A B Road, Rau, Indore, Madhya Pradesh-453446 not less than 48 hours before the commencement of the Meeting. Proxy need not to be the Shareholder of the Company.
2. Alterations, if any, made in the Form of Proxy should be signed.
3. In case of multiple proxies, the proxy later in time shall be accepted.
4. A person can act as a proxy on behalf of on members not exceeding fifty and holding in aggregate not more than 10% of the total share capital of the Company carrying voting rights. A member holding more than 10% of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as a proxy for any other person or shareholder.
5. This is only optional. Please put a ‘X’ in the appropriate column against the resolutions indicated in the box. If you leave the ‘For’ or ‘Against’ column blank your Proxy will be entitled to vote in the manner as he/she thinks appropriate.
6. Body Corporate and FPI/FII Equity Shareholder(s) would be required to deposit certified true copies of Board/ Custodial Resolutions/Power of Attorney in original, as the case may be, authorising the individuals named therein, to attend and vote at the meeting on its behalf. These documents must be deposited at the Registered Office of the Company at 33/2 Pigdamber, A B Road, Rau, Indore, Madhya Pradesh-453446 at least 48 hours before the time of commencement of the meeting.



**ALPA LABORATORIES LIMITED;**  
**REGD ADDRESS: 33/2 A.B ROAD PIGDAMBER**  
**RAU, INDORE (M.P) -453446**  
**INVESTOR CELL: is@alpalabs.in WEBSITE: [www.alpalabs.in](http://www.alpalabs.in)**  
**TEL NO: 0731-4294567 FAX NO.0731-4294444**

**ATTENDANCE SLIP**

**MEETING OF EQUITY SHAREHOLDERS ON MARCH 6<sup>TH</sup> , 2018 AT 11:00 A.M.**

Registered Folio No./ DP ID No./ Client ID No. \_\_\_\_\_

Number of shares held \_\_\_\_\_

I certify that I am a registered shareholder / proxy for the registered shareholder of the Company.

I hereby record my presence at the Meeting of the Equity Shareholders of the Company at the Registered Office of the Company at 33/2 Pigdamber, A B Road, Rau, Indore, Madhya Pradesh-453446 on Tuesday, March 6<sup>th</sup> , 2018 at 11.00 a.m.

\_\_\_\_\_  
Name of the shareholder/ proxy  
(In BLOCK letters)

\_\_\_\_\_  
Signature of shareholder /proxy

**Notes:**

1. Equity Shareholder/ Proxy holder wishing to attend Meeting must bring the Attendance Slip to the Meeting when he/ she comes to the meeting and hand over it over at the gate after fixing his/ her signature on it.
2. Equity Shareholder/ Proxy holder desiring to attend the Meeting should bring his / her copy of the Notice for reference at the Meeting.
3. Joint shareholders may obtain additional Attendance Slip at the venue of the Meeting.



**ALPA LABORATORIES LIMITED;**  
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**Form No. MGT-12**

**Polling Paper**

**[Pursuant to section 109(5) of the Companies Act, 2013 and rule 21(1)(c) of the Companies (Management and Administration) Rules, 2014]**

**BALLOT FORM**

**(To be returned to Scrutinizer appointed by the Company)**

Name and Registered Address of the sole / First named Member	:	
Name (s) of the Joint Holder (s) (if any)	:	
Registered Folio No./ DP ID No. and Client ID No.	:	
Number of share(s) held	:	
EVSN (e-voting EVSN Number)	:	
User ID & Password	:	If you are registered with CDSL on e-voting system, please use your existing used ID and password. If you are a first time user follow the steps given in Note No. 20 to the Postal Ballot Notice.

I / We hereby exercise my / our vote(s) in respect of the Resolution set out in the Postal Ballot Notice and hereby sending my / our assent or dissent to the said Resolution by placing the tick (✓) mark at the appropriate box below:

Item No.	Resolution	Type of Resolution	No. of Shares	For	Against
1.	Special Resolution approving Scheme of Amalgamation of Norfolk Mercantile Private Limited (“Transferor Company”) with Alpa Laboratories Limited (“Transferee Company”) pursuant to sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013.	Special			

**Place:**

**Date:**

\_\_\_\_\_  
**(Signature of Member)**

**Note:** Please read the instructions carefully before exercising your vote

## INSTRUCTIONS

1. A member desiring to exercise vote by Postal Ballot may complete this Postal Ballot Form in all respect (no other form or photo copy thereof is permitted) and send it to the Scrutinizer in the attached self-addressed postage pre-paid envelope which shall be properly sealed with adhesive or adhesive tape. The members residing outside India should stamp the envelope appropriately. The envelope containing Postal Ballot Form, if sent by courier or by Registered Post at the expense of the member will also be accepted. The Postal Ballot Form may also be deposited personally at the address provided on the attached envelope.
2. The self-addressed pre-paid envelope bears the postal address of the Scrutinizer appointed by the Board of Directors of the Company.
3. The voting period commences on Sunday, February 4<sup>th</sup>, 2018 at 9.00 a.m. and end on Saturday, March 03 , 2018 at 5.00 p.m. The Postal Ballot Form duly completed and signed (as per specimen signature registered with the Company) should be sent to the Scrutinizer appointed by the Company at the corporate office of the Company on or before 5:00 p.m. on March 03, 2018.
4. All Postal Ballot Forms received after this date will be strictly treated as if the reply from the Shareholder(s) has not been received and the same will not be considered.
5. In case of joint holding, this Form should be completed and signed (as per the specimen signature registered with the Company) by the first named Shareholder and in his/her absence, by the next named shareholder.
6. In case of shares held by Companies, Trusts, Societies, etc. the duly completed Postal Ballot Form should be accompanied by a certified true copy of the Board Resolution / Authority together with attested specimen signature(s) of the duly authorized signatory/ies, giving requisite authority to the person voting on the Postal Ballot Form.
7. Voting rights shall be reckoned on the paid up value of the shares registered in the name of the shareholders on the date of dispatch of the Notice.
8. Members are requested not to send any paper (other than the resolution/authority letter/copy of nomination/power of attorney as mentioned in instruction No.6 above) along with the Postal Ballot Form in the enclosed business reply self-addressed postage pre-paid envelope as all such envelope will be sent to the Scrutinizer and any extraneous paper found in such envelope would be destroyed by the Scrutinizer.
9. A tick (✓) mark should be placed in the relevant box signifying assent/dissent for the resolution, as the case may be, before mailing the Postal Ballot Form. Postal Ballot Form bearing tick (✓) mark in both the columns will render the same invalid.
10. A member, including the member who has opted to receive the document electronically may seek duplicate Postal Ballot Form from the registered of the Company. However, the duly filled in and signed duplicate Postal Ballot Form should reach the scrutinizer not later than the time and date specified at instruction No. 3.
11. The Vote in this Postal Ballot cannot be exercised through Proxy.
12. There will be only one Postal Ballot Form for each folio/Client ID irrespective of number of joint Member(s).
13. Incomplete, unsigned, improperly or incorrectly tick marked Ballot Form will be rejected.
14. **The Scrutinizer's decision on the validity of a Postal Ballot shall be final.**
15. A Member can opt only one mode for voting i.e. either by Physical Ballot or e-voting. In case you are opting for e-voting do not vote by Physical Ballot and vice versa. However, in case member(s) cast his/ their vote both in Physical Ballot and e-voting, then the voting done through physical ballot shall prevail and voting done by e-voting will be treated as invalid.

**BOOK POST**

To,

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*If undelivered please return to:*

Registered Office Address

**ALPA LABORATORIES LIMITED**

33/2 Pigdamber, A B Road, Rau, Indore,

Madhya Pradesh-453446