

A.K. BAJAJ INVESTMENT PVT. LTD.

Regd. Office: 56, MODEL TOWN, Ghaziabad - 201001 (UP)

AKBIPL/

Dated: January 12, 2022

1. BSE Limited

Department of Corporate Services,
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai- 400 001

2. The Company Secretary

M/s Amrit Corp. Limited
CM-28, First Floor, Gagan Enclave
Amrit Nagar, G.T. Road
Ghaziabad -201 009 (UP)

Sub.: **Disclosure of Shareholding in Amrit Corp. Limited under Regulation 29(2) of SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011 - Acquisition under the Scheme of Amalgamation sanctioned by Hon'ble National Company Law Tribunal, Allahabad Bench ('NCLT').**

Dear Sir,

You are aware that we (A. K. Bajaj Investment Private Limited) and V. K. Bajaj Investment Private Limited are, among others, the promoters of M/s Amrit Corp. Limited ("ACL"). The combined shareholding of the Promoters in ACL is as of today 74.56% of the paid up equity share capital of ACL.

We hereby notify that the Scheme of the Amalgamation ("Scheme") for the amalgamation of V. K. Bajaj Investment Private Limited ('VKBIPL') ("Transferor Promoter Company") with the Company, A. K. Bajaj Investment Private Limited. ('AKBIPL') ("Transferee Promoter Company") has been sanctioned by the Hon'ble National Company Law Board Tribunal, Allahabad Bench at Allahabad ("NCLT") vide order dated 07.12.2021. The certified copy of the Order of the Hon'ble NCLT has been filed with the Registrar of Companies of U.P. & Uttrakhand at Kanpur on 22.12.2021 and therefore the "Effective Date" of the Scheme is "December 22, 2021" for all effects and purposes under the Scheme. We are enclosing herewith the copy of the Hon'ble NCLT order sanctioning the Scheme together with a copy of the Scheme of Amalgamation.

Consequent to the coming into force of the Scheme, the entire business, including all movable/ immovable & tangible/intangible properties, **investments**, bank balances/cash-in-hand and provisions/liabilities together with all rights, interests, benefits and obligations concerning the said businesses of the Transferor Promoter Company shall without any further act or deed be transferred to and vested in the Company w.e.f. the Appointed Date i.e. 01.04.2021 in terms of Para 4.1 of the Scheme.

In connection with the above, we have acquired the equity shares of Amrit Corp. Limited on 12.01.2022 from V. K. Bajaj Investment Private Limited by way of inter-se transfer between the promoters through off market transfers as per details hereunder:



Name of Transferor Company	No. of Shares Transferred	%age of Capital
V. K. Bajaj Investment Private Limited	53,451	1.76%

The above shares together with our existing holding of 1,12,242 equity shares aggregate to 1,65,693 equity shares constituting 5.45% of the paid-up capital of your Company

The prescribed format for filing the information, duly completed and signed, is enclosed herewith.

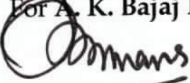
Consequent to the above inter-se transfer between the promoters in terms of the sanctioned Scheme, there will be no change in the combined promoter shareholding which remains at 74.56% of the paid-up equity share capital of ACL i.e. same before and after the Scheme of amalgamation.

Kindly acknowledge the receipt.

Thanking you,

Yours faithfully,

For A. K. Bajaj Investment Private Limited.



(Jagdish Chand Rana)
Director
DIN: 00026190



Encl: as above

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

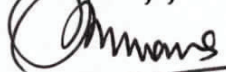
Name of the Target Company (TC)	Amrit Corp. Limited (ACL)		
Name(s) of the acquirer and Persons Acting in Concert (PAC) with the acquirer	A K Bajaj Investment Private Limited		
Whether the acquirer belongs to Promoter/Promoter group	YES		
Name(s) of the Stock Exchange(s) where the shares of TC are Listed	BSE Limited		
Details of the acquisition as follows	Number	% w.r.t. total share/voting capital wherever applicable	% w.r.t. total diluted share/voting capital of the TC
Before the acquisition under consideration, holding of :			
a) Shares carrying voting rights	1,12,242	3.69	3.69
b) Shares in the nature of encumbrance (pledge/lien/non-disposal undertaking/ others)	NIL	NIL	NIL
c) Voting rights (VR) otherwise than by shares	NIL	NIL	NIL
d) Warrants/convertible securities/ any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category)	NIL	NIL	NIL
e) Total (a+b+c+d)	1,12,242	3.69	3.69
Details of acquisition			
a) Shares carrying voting rights acquired	53,451	1.76	1.76
b) VRs acquired otherwise than by shares	NIL	NIL	NIL
c) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) acquired/sold	NIL	NIL	NIL
d) Shares encumbered / invoked/released by the acquirer	NIL	NIL	NIL
e) Total (a+b+c+d)	53,451	1.76	1.76
After the acquisition holding of:			
a) Shares carrying voting rights	1,65,693	5.45	5.45
b) Shares encumbered with the acquirer	NIL	NIL	NIL
c) VRs otherwise than by shares	NIL	NIL	NIL



d) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the TC (specify holding in each category) after acquisition	NIL	NIL	NIL
e) Total (a+b+c+d)	1,65,693	5.45	5.45
Mode of acquisition (e.g. open market / off-market / public issue / rights issue / preferential allotment / inter-se transfer etc).	Off-Market acquisition of equity shares under the Scheme of Amalgamation of V. K. Bajaj Investment Private Limited. with A K Bajaj Investment Pvt. Ltd. duly sanctioned by the Hon'ble National Company Law Tribunal, Allahabad Bench ('NCLT').		
Date of acquisition / VR or date of receipt of intimation of allotment of shares, whichever is applicable	12.01.2022		
Equity share capital / total voting capital of the TC before the said acquisition	Rs. 3,03,82,310/- divided into 30,38,231 Equity Shares of Rs. 10/- each		
Equity share capital/ total voting capital of the TC after the said acquisition	Rs. 3,03,82,310/- divided into 30,38,231 Equity Shares of Rs. 10/- each		
Total diluted share/voting capital of the TC after the said acquisition	NA		

Note: Under the Scheme of Amalgamation, all the assets and liabilities of V. K. Bajaj Investment Private Limited have been vested with and transferred to A K Bajaj Investment Pvt. Ltd., at their respective book value as appearing in the Balance Sheet of V. K. Bajaj Investment Private Limited. w.e.f. the Appointed Date i.e. April 01, 2021.

For A K Bajaj Investment Pvt. Ltd.



(Jagdish Chand Rana)

Director

DIN: 00026190



Place : Ghaziabad

Date : 12.01.2022

IN THE NATIONAL COMPANY LAW TRIBUNAL
ALLAHABAD BENCH

CP (CAA) NO.16/ALD/2021
connected with
CA (CAA) NO.20/ALD/2021

In the matter of
The Companies Act, 2013

And

In the matter of Sections 230-232, Section 66 and other applicable
provisions of the Companies Act, 2013 read with Companies
(Compromises, Arrangements, and Amalgamations) Rules, 2016

And

In the matter of

V. K. BAJAJ INVESTMENT PRIVATE LIMITED (CIN: U65993UP1980PTC004974),
a Company incorporated under the Companies Act, 1956 (now Companies Act, 2013)
having Registered Office at 56, Model Town, Ghaziabad – 201009 (U.P.) (hereinafter
referred to as the “Transferor Company”);

.....(Transferor Company/ Petitioner Company-I)

WITH

A. K. BAJAJ INVESTMENT PRIVATE LIMITED(CIN: U65993UP1980PTC004972),
a Company incorporated under the Companies Act, 1956 (now Companies Act, 2013)
having Registered Office at 56, Model Town, Ghaziabad – 201009 (U.P.) (hereinafter
referred to as the “Transferee Company”).

.....(Transferee Company/ Petitioner Company-II)

Order reserved on: 29.11.2021
Order pronounced on: 07.12.2021



Coram:

Shri Rajasekhar V. K. : Member (Judicial)
Shri Virendra Kumar Gupta : Member (Technical)

Appearances (via videoconferencing):

Mr. Anil Kumar, Practising Company Secretary.

ORDER

Per: Virendra Kumar Gupta., Member (Technical)

1. The petitioners filed the joint application/petition under section 230-232 and other applicable provisions of the Companies Act, 2013, praying for the sanctioning of the

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IN THE NATIONAL COMPANY LAW TRIBUNAL
ALLAHABAD BENCH

CP (CAA) NO.16/ALD/2021
c/w CA (CAA) NO.20/ALD/2021

Scheme of Amalgamation of V. K. Bajaj Investment Private Limited (Petitioner Company No. 1/ "Transferor Company") with A. K. Bajaj Investment Private Limited (Petitioner Company No. 2/ "Transferee Company").

2. The Petition has now come up for final hearing. Ld. Counsel for the petitioners submits as follows:-

- i. The proposed 'Scheme of Amalgamation' has previously been approved by the Board of Directors of the Petitioner Transferor Companies and the Petitioner Transferee Company in their respective Board meetings held on 12.07.2021.
- ii. The factual position of the Authorized, Issued, Subscribed and Paid up share Capital of the Petitioner Companies as on 31st March, 2021 is described in the present Company Petition.

3. It may be noted here that both the Transferor Company and the Transferee Company are non-banking finance companies (NBFCs) having the same business activities and are primarily holding investments in the Group companies. Both the companies have been promoted by the same promoters and belong to the same group. The amalgamation of the Transferor Company with the Transferee Company would result in the following benefits:

- i. The Transferor Company and the Transferee Company are the Group companies. Both the companies are non-banking finance companies (NBFCs) having the same business activities. The amalgamation will result in consolidation of the businesses leading to benefits of economies of scale besides other synergetic advantages which are complementary to each other and can be conveniently combined with one another for mutual benefits;
- ii. The amalgamation is expected to accomplish considerable managerial and administrative efficiencies due to operational synergies thereby reducing administrative expenses.
- iii. The Scheme will culminate into single effective entity, which will be much better placed to achieve the objects more efficiently. It will also economize resources and



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IN THE NATIONAL COMPANY LAW TRIBUNAL
ALLAHABAD BENCH

CP (CAA) NO.16/ALD/2021
c/w CA (CAA) NO.20/ALD/2021

synergies in operation. It is, therefore, in the interest of the stakeholders of both the companies as amalgamation will lead to increase in share holders' value.

- iv. The amalgamation will result in larger pool of financial and other resources which will enable the combined entity to comply with the applicable prudential norms issued by the Reserve Bank of India;
 - v. The combined pool of financial, managerial, technical and other resources will lead to efficient utilization of capital and enhanced competitive ability in the financial markets.
 - vi. The amalgamation will be beneficial and in the interest of all the stakeholders, including shareholders and employees of both the Transferor as well as the Transferee company.
4. Previously, the Petitioner Companies had filed Company Application No. 20/ALD/2021 under Section 230 read with Section 232 of the Companies Act, 2013 seeking to dispense the requirement of convening the separate meetings of the Equity Shareholders and Secured Creditors and Unsecured Creditors of the Petitioner Companies. This Tribunal, vide its order dated August 31, 2021 allowed the prayer for the dispensation of the meetings made in C.A.(CAA) No. 20/ALD/2021.



On September 13, 2021, the Petitioner Companies filed the Second Motion petition being Company Petition (CAA) No. 16/ALD/2021. This Tribunal, vide its order dated September 28, 2021, directed the Petitioner Companies to serve notice upon the Regional Director (North), the Registrar of Companies, Uttar Pradesh at Kanpur, the Official Liquidator at Allahabad, the Income Tax Authorities of the respective Petitioner Companies and other sectoral authorities for filing their representation and also directed to effect newspaper publication in "Jansatta" in Hindi edition, and "Financial Express" in English edition, having circulation in the District Ghaziabad, where the registered office of the Petitioner Companies is situated. The Petitioner Companies complied with the directions and filed an Affidavit of Service on October 23, 2021.

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IN THE NATIONAL COMPANY LAW TRIBUNAL
ALLAHABAD BENCH

CP (CAA) NO.16/ALD/2021
c/w CA (CAA) NO.20/ALD/2021

6. In response to such notice, the Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi, submitted its report by way of representation/affidavit, appending thereto the report of the Registrar of Companies, Kanpur. The Official Liquidator has also submitted its affidavit. The respective assessing authorities of Income Tax Department of the Petitioner Companies have not communicated any objection to the Tribunal during the statutory period for the purpose, from which it is presumed they have no objection to the Scheme of Amalgamation.
7. In response to the above stated Notices to the Official Liquidator, High Court, Allahabad and the Regional Director (Northern Region), New Delhi, submitted their reports through a representation/Affidavit, wherein they have not raised any objection against the scheme of Amalgamation. No reply/representation is received from Jurisdictional Income Tax Departments, hence it is assumed that the Income Tax Authorities are having no objection to the Proposed Scheme. No objector has approached neither to the Transferor Company nor before the Tribunal to oppose this scheme of amalgamation.
8. We have gone through the reports of the Ld. Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi, Registrar of Companies, Uttar Pradesh, Kanpur and the Official Liquidator, Ministry of Corporate Affairs, Allahabad, Uttar Pradesh. We find that there is no reservation to grant sanction to the Scheme.
9. In the result, the proposed Scheme of Amalgamation, which is annexed to the Company Petition stands approved and sanctioned. The Petitioner Companies are required to act upon as per terms and conditions of the sanctioned Scheme and the same shall be binding on all the Shareholders of the Petitioner Companies and also on the Petitioner Companies with effect from the Appointed Date, *i.e.*, 1st day of April, 2021.
10. While approving the Scheme as above, it is clarified that this order should not be construed as in any way granting exemption from payment of stamp duty (if any, is applicable), taxes (including Income Tax, GST or any other charges, if any, are applicable) and payment in accordance with law or in respect to any permission/ compliance with any other



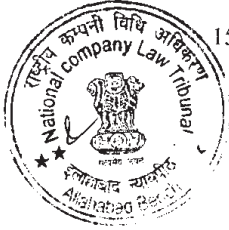
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IN THE NATIONAL COMPANY LAW TRIBUNAL
ALLAHABAD BENCH

CP (CAA) NO.16/ALD/2021
c/w CA (CAA) NO.20/ALD/2021

requirement which may be specifically required under any law. Also, the Petitioner Transferor Company No.1 and Petitioner Transferor Company shall stand dissolved without undergoing the process of winding up.

11. The Petitioner Companies shall within thirty days of the date of the receipt of this order cause a certified copy of this order to be delivered to the Registrar of Companies, Uttar Pradesh for registration.
12. All the concerned Regulatory Authorities to act on a copy of this order annexed with the Scheme duly authenticated by the Registrar of this Bench.
13. Leave is granted to the Petitioners to file the Schedule of Assets of the Transferor Company in the form as prescribed in the Schedule of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 within three weeks from the date of receiving a copy of this order;
14. Urgent certified copy of this order, if applied for, be supplied to the parties, subject to compliance with all requisite formalities.
15. Company Petition (CAA) No. 20 /ALD/2021 is disposed of accordingly.



Sd
(Virendra Kumar Gupta)
Member (Technical)

Swati Gupta
(LRA)

Sd
(Rajasekhar V K)
Member (Judicial)

Sudama
09/12/2021
Sudama Yadav
Assistant Registrar
National Company Law Tribunal
Allahabad Bench, Prayagrah (U.P.)

SCHEME OF AMALGAMATION
OF
V K BAJAJ INVESTMENT PRIVATE LIMITED

ANNEXURE - 1

WITH
A K BAJAJ INVESTMENT PRIVATE LIMITED

PART I - PREAMBLE AND RATIONALE

1.1 PREAMBLE

This Scheme of Amalgamation ("Scheme") is presented pursuant to the provisions of Sections 230 to 240 of the Companies Act, 2013 read with Companies, (Arrangements and Amalgamations) Rules 2016 and other relevant provisions of the Companies Act, 2013 and National Company Law Tribunal Rules, 2016.

1.2 BRIEF PARTICULARS OF THE COMPANIES

I) ABOUT THE COMPANIES

- a) V.K.BAJAJ INVESTMENT PRIVATE LIMITED (CIN: U65993UP1980PTC004974), a Company incorporated under the Companies Act, 1956 (now Companies Act, 2013) having Registered Office at 56, Model Town, Ghaziabad - 201009 (U.P.) (hereinafter referred to as the "Transferor Company");
- b) A.K.BAJAJ INVESTMENT PRIVATE LIMITED (CIN: U65993UP1980PTC004972), a Company incorporated under the Companies Act, 1956 (now Companies Act, 2013) having Registered Office at 56, Model Town, Ghaziabad - 201009 (U.P.) (hereinafter referred to as the "Transferee Company").

II) NATURE OF BUSINESS ACTIVITY:

The objects of the Transferor Company and Transferee Company are set out in their respective Memorandum of Associations. Briefly, both the companies are engaged in the non-banking finance activities.

1.3 RATIONALE FOR THE SCHEME

The main objectives of the proposed Scheme of Amalgamation are as follows:



For A K BAJAJ INVESTMENT PVT. LTD.

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For V K BAJAJ INVESTMENT PRIVATE LIMITED

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Authorized Signatory

SCHEME OF AMALGAMATION
OF
V K BAJAJ INVESTMENT PRIVATE LIMITED
WITH
A K BAJAJ INVESTMENT PRIVATE LIMITED

ANNEXURE - 1

PART I – PREAMBLE AND RATIONALE

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RATIONALE FOR THE SCHEME

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For A K BAJAJ INVESTMENT PVT. LTD.

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For V K BAJAJ INVESTMENT PRIVATE LIMITED

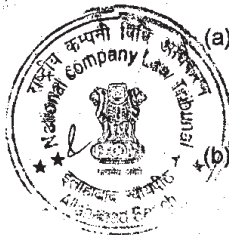
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- (a) The Transferor Company and the Transferee Company are the Group companies. Both the companies are non-banking finance companies (NBFCs) having the same business activities. The amalgamation will result in consolidation of the businesses leading to benefits of economies of scale besides other synergetic advantages which are complementary to each other and can be conveniently combined with one another for mutual benefits;
- (b) The amalgamation is expected to accomplish considerable managerial and administrative efficiencies due to operational synergies thereby reducing administrative expenses.
- (c) The Scheme will culminate into single effective entity, which will be much better placed to achieve the objects more efficiently. It will also economize resources and synergies in operation. It is, therefore, in the interest of the stakeholders of both the companies as amalgamation will lead to increase in share holders' value.
- (d) The amalgamation will result in larger pool of financial and other resources which will enable the combined entity to comply with the applicable prudential norms issued by the Reserve Bank of India;
- (e) The combined pool of financial, managerial, technical and other resources will lead to efficient utilization of capital and enhanced competitive ability in the financial markets.
- (f) The amalgamation will be beneficial and in the interest of all the stakeholders, including shareholders and employees of both the Transferor as well as the Transferee companies.

PART II - DEFINITIONS AND INTERPRETATION

2.1 Definition

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings given below;



- (a) "Act" means the Companies Act, 2013 and shall include any statutory modifications, re-enactment or amendment thereof for the time being in force;
- (b) "Appointed Date" for the purposes of this Scheme means 01.04.2021 or such other date as the Hon'ble National Company Law Tribunal (NCLT) either of its own or at the request of the respective Company may fix;

For A K BAJAJ INVESTMENT PVT. LTD.


Authorised Signatory

For V K BAJAJ INVESTMENT PRIVATE LIMITED


Authorised Signatory

- (c) **"Board" or "Board of Directors"** means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall, unless it is repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee of directors;
- (d) **"Effective Date"** shall be the last of the following dates or such other date as the Hon'ble National Company Law Tribunal (NCLT) may direct, namely:
- (i) the date on which the last of the certified copy of the order of the Hon'ble National Company Law Tribunal (NCLT) of Uttar Pradesh at Allahabad sanctioning the Scheme is filed with the Registrar of Companies, Kanpur.
 - (ii) the date on which last of the consents, approvals, sanctions and/or orders as are hereinafter referred to in Para 4.5, of this Scheme have been obtained.

References in this Scheme to the date of the "coming into effect of this Scheme" or "effectiveness of this Scheme" shall mean the Effective date;


- (e) **"Record Date"** means the date to be fixed by the Board of Directors of the Transferee Company after the Effective Date with reference to which the eligibility of shareholders of the Transferor Company shall be determined in terms of the Scheme for issuance of equity shares of the Transferee Company.
- (f) **"ROC"** means Registrar of Companies, Kanpur, in respect of both the Transferor and the Transferee Companies.
- (g) **"Scheme"** means the Scheme of Amalgamation of V K Bajaj Investment Private Limited with A K Bajaj Investment Private Limited in its present form, with or without any amendment or modifications, as approved for sanctioned by the National Company Law Tribunal (NCLT);
- (h) **"The Tribunal"** means the Hon'ble national Company Law Tribunal (NCLT) at Allahabad.



2.2 Interpretations

- (a) Headings of Clauses, sub-Clauses and Annexures are only for convenience and shall be ignored for the purpose of interpretation.

For A K BAJAJ INVESTMENT PVT. LTD.


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For V K BAJAJ INVESTMENT PRIVATE LIMITED


Authorized Signatory

(b) Unless the context of this Scheme otherwise requires:

- i) words denoting the singular or plural also include the plural or singular, respectively;
- ii) words of any gender are deemed to include each other gender;
- iii) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Scheme or specified clauses of this Scheme, as the case may be;
- iv) references to Recitals, Clauses and Annexures refers to the recitals, clauses and annexures of this Scheme;
- v) reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that statutory provision;
- vi) the word "include" and "including" shall be construed without limitation.

PART III – SHARE CAPITAL

3.1 The Share Capital of the Transferor and Transferee Company as on 31st March, 2021 are as follows:

Name of the Company.	Authorized Share Capital	Issued Subscribed and Paid Up Capital
V K Bajaj Investment Private Limited ("Transferor Company")	Rs. 5,15,00,000/- (Rupees Five Crore Fifteen Lakh only) consisting of 5,00,000 (Five Lakh) equity shares of Rs. 100/- (Rupees hundred only) each and 15,000 (Fifteen Thousand) - 5% Redeemable Preference Shares of Rs. 100/- (Rupees hundred only) each.	Rs. 4,89,35,300/- (Rupees Four Crore Eighty Nine Lakh Thirty Five Thousand and Three Hundred only) consisting of 4,89,353 (Four Lakh Eighty Nine Thousand Three Hundred Fifty Three) equity shares of Rs. 100/- (Rupees hundred only) each.



For A K BAJAJ INVESTMENT PVT. LTD.

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For V K BAJAJ INVESTMENT PRIVATE LIMITED

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<p>A K Bajaj Investment Private Limited ("Transferee Company")</p>	<p>Rs.1, 35,00,000/- (Rupees One Crore and Thirty Five Lakh only) consisting of 1,05,000 (One Lakh and Five Thousand) equity shares of Rs. 100/- (Rupees Hundred only) each and 30,000 (Thirty Thousand) - 5% Redeemable Preference Shares of Rs. 100/- (Rupees Hundred only) each.</p>	<p>Rs. 83,43,700/- (Rupees Eighty Three Lakh Forty Three Thousand and Seven Hundred only) consisting of 83,437 (Eighty Three Thousand Four Hundred Thirty Seven) equity shares of Rs. 100/- (Rupees Hundred only) each.</p>
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3.2 It is provided that till the Scheme becomes effective all the companies i.e. Transferor Company and the Transferee Company, are free to alter their share capital as required by respective businesses, subject to the necessary approvals from their respective Board of Directors and shareholders, if required.

PART IV - THE SCHEME

4.1 Upon the Scheme becoming effective and with effect from the Appointed Date and subject to the provisions of the Scheme, including in relation to the mode of transfer or vesting, the entire business of the Transferor Company including all movable and immovable properties, if any, tangible and intangible properties including but not limited to actionable claims, assets, buildings, offices, computers, furniture & fixtures, office equipments, communication, inventories including but not limited to inventories, material in transit, debtors, loans & advances, cash in hand, cash at bank, bank balances, security deposits, Inter Corporate Deposits (ICD's), investments of all kinds including but not limited to investments made in the equity shares, preference shares, debentures and mutual funds and also as share application money, lease and hire purchase contracts, licensing arrangements, lending contracts, benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, consents, licenses, registrations, contracts, agreements, engagements, arrangements of all kind, rights, titles, interests, benefits, easements, and privileges, if any of whatsoever nature and wherever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company, including but without being limited to intellectual property rights of any nature whatsoever, permits, approvals, authorizations, rights to use telephones, telexes, facsimile connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all



For A K BAJAJ INVESTMENT PVT. LTD.

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For V K BAJAJ INVESTMENT PRIVATE LIMITED

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agreements and all other interests (hereinafter referred to as "said Assets") shall be transferred to and stand vested in and/or be deemed to be transferred to and stand vested in the Transferee Company as a going concern pursuant to the provisions of section 230 to 240 and other applicable provisions of the Act, so as to become on, and from the Appointed Date, the estate, assets, rights, title and interests of the Transferee Company and its successors.

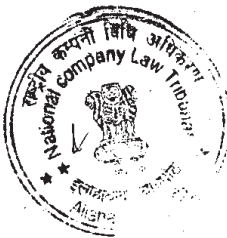
4.2 All the said Assets that have accrued or which may accrue to the Transferor Company on or after the Appointed Date shall pursuant to the provisions of section 230 and 232 of the Act and without any further act, instrument or deed, be transferred to and stand vested in and/or be deemed to have been transferred to and vested in and be available to the Transferee Company and its successors.

4.3 Without prejudice to Clause 4.1 and 4.2 above, after the Scheme becomes effective, in respect of such of the said Assets of the Transferor Company as are movable in nature, or incorporeal property, or are otherwise capable of transfer by manual delivery or by endorsement and delivery including but not limited to the securities held by the Transferor Company in dematerialized mode, the same may be so transferred to the Transferee Company and its successors and shall upon such transfer become the property and an integral part of the Transferee Company. In respect of such of the said Assets other than those referred hereinabove, the same shall, without any further act, instrument or deed, be transferred and vested in and/or be deemed to be transferred to and vested in the Transferee Company pursuant to an order being made thereof under section 232 of the Act.

4.4 With effect from the Effective Date, the Transferee Company shall be liable for ground rent and municipal taxes in relation to properties subject to such taxes, if any. The mutation of title to the immovable properties shall be made and duly recorded by appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective in accordance with terms hereof in favour of the Transferee Company.

4.5

(a) All the licenses, permits, quotas, approvals, permissions, incentives, minimum alternate tax credit, or any such similar tax credit, by whatever name called, sales tax deferrals, brought forward business losses, loans, subsidies, concessions, grants, rights, claims including but not limited to actionable claims, leases, tenancy rights, liberties, and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued, which may accrue to the Transferor Company shall, pursuant to the provisions of section 232 of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in and be



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available to the Transferee Company and its successors, so as to become as and from the Appointed Date the licenses, permits, quotas, approvals, permissions, incentives, minimum alternate tax credit, or any such similar tax credit, by whatever name called, sales tax deferrals, brought forward business losses, loans, subsidies, concessions, grants, rights, claims including but not limited to actionable claims, leases, tenancy rights, liberties, and other benefits or valid, effective and enforceable on the same terms and conditions to the extent permissible under law and shall be duly and appropriately mutated or endorsed by the authorities concerned therewith in favour of the Transferee Company.

(b) The tax deducted at source (TDS)/advance tax, if any, paid by the Transferor Company under the Income Tax Act, 1961 or any other statute in respect of income of the Transferor Company assessable for the period commencing from Appointed date shall be deemed to be the tax deducted from/advance tax paid by the Transferee Company and credit for such TDS/advance tax shall be allowed to the Transferee Company and its successors notwithstanding that certificates or challans for TDS/advance tax are in the name of the Transferor Company and not in the name of the Transferee Company or its successors, as the case may be.

(c) The income tax, including the minimum alternate tax paid on the book profits, or any such similar tax, by whatever name called, if any, paid by the Transferor Company on or after the Appointed Date, in respect of income assessable from that date, shall be deemed to have been paid by or for the benefit of the Transferee Company and its successors. The Transferee Company and its successors shall, after the Effective Date, be entitled to file the relevant returns with the authorities concerned for the period after the Appointed Date notwithstanding that the period for filing such return may have elapsed. Further, the Transferee Company shall, after the Effective Date, be entitled to revise the relevant returns, if any, filed by the Transferor Company for any year, if so necessitated or consequent to this Scheme; notwithstanding that the time prescribed for such revision may have elapsed.

(d) Similarly, any other taxes including but not limited to service tax, value added tax, sales tax, paid by the Transferor Company, if any, on or after the Appointed Date, in respect of the period after such date shall be deemed to have been paid by or for the benefit of the Transferee Company. The Transferee Company shall, after the Effective Date, be entitled to file the relevant returns with the authorities concerned for the period after the Appointed Date, notwithstanding that the time prescribed for filing such return may have elapsed. Further, the Transferee Company shall, after the Effective Date, be entitled to revise the relevant returns, if any, filed by the



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Transferor Company for any year, if so necessitated or consequent to this Scheme notwithstanding that the time prescribed for such revision may have elapsed.

(e) Without prejudice to generality of the aforesaid, concessional or statutory forms under the laws of the Central or State Sales Tax or Value Added Tax (VAT), or local levies issued or received by the Transferor Company, if any, in respect of period commencing from the Appointed Date shall be deemed to be issued or received in the name of the Transferee Company and benefit of such forms shall be allowable to the Transferee Company in the same manner and to the same extent as would have been available to the Transferor Company.

4.6 Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of the Transferor Company shall stand transferred by the order of the Hon'ble National Company Law Tribunal (NCLT) to the Transferee Company, the Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning Tribunal.

4.7 Upon coming into effect of the Scheme, all patents, trademarks, copyrights, if any, registered with the authorities concerned or applications submitted at any time on or before the Effective Date by the Transferor Company shall stand transferred and vested along with the undertaking in the name of Transferee Company without any further act or deed. The Transferee Company, however, shall after the Scheme becoming effective file the relevant intimation with the concerned statutory authority(ies) who shall take them on record pursuant to vesting orders of the sanctioning authority.

4.8 With effect from the Effective Date and until such time the names of the bank accounts of the Transferor Company are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company in its name, in so far as may be necessary.



4.9 The Transferee Company, at any time after the coming into effect of this Scheme, may execute deeds of confirmation in favour of any party to any contract or arrangement to which any of the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or

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compliance, referred to above on the part of the Transferor Company to be carried out or performed.

4.10 Upon the coming into effect of the Scheme and with effect from the Appointed Date:

- (a) All secured and unsecured debts, liabilities including contingent liabilities, whether disclosed or undisclosed, duties, taxes and obligations of the Transferor Company along with any charge, encumbrance, lien or security thereon (hereinafter referred to as the "said Liabilities") shall also be vested or be deemed to be and stand vested, without any further act, instrument or deed, to the Transferee Company, pursuant to the provisions of section 232 of the said Act so as to become the debts, liabilities, duties and obligations of the Transferee Company, and further, that it shall not be necessary to obtain separate consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause. It is clarified that in so far as the said Assets of the Transferor Company are concerned, the security or charge over said Assets or any part thereof, relating to any loans, debentures or borrowing of the Transferor Company, shall, without any further act or deed continue to relate to such Assets or any part thereof, after the Effective Date and shall not relate to or be available as security in relation to any or any part of the assets of the Transferee Company, save to the extent warranted by the terms of the existing security arrangements to which the Transferor Company and the Transferee Company are party, and consistent with the joint obligations assumed by them under such arrangement.
- (b) All debentures, bonds, notes or other securities, other than equity share capital, issued by the Transferor Company, if any, either before the Appointed Date or after the Appointed Date until the Effective Date (hereinafter referred to as "Transferor's Securities") shall without any further act, instrument or deed become securities of the Transferee Company and all rights, powers, duties and obligations in relation thereto shall be and stand vested in and shall be exercised by or against the Transferee Company as if it were the respective Transferor Company in respect of the Transferor's Securities so transferred.
- (c) Loans, advances, including capital advances, and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future becomes due between any of the Transferor Company and the



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Transferee Company shall stand discharged and there shall be no liability in that behalf on either party.

(d) In respect of the shares held by the Transferee Company in the Transferor Company, if any, the same shall stand cancelled as on the Effective Date, and shall be of no effect and the respective Transferor Company and the Transferee Company shall have no further obligation outstanding in that behalf. Similarly, all the loans and advances extended by any of the Transferor Company to the Transferee Company and/or vice versa shall stand cancelled and the respective Transferor Company and the Transferee Company, as the case may be, shall have no further obligation in that behalf.

(e) All the loans, advances, bonds, debentures, debit note, credit note or any other obligations (including any guarantees, bonds, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to any contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall without any further act, instrument or deed, be and stand discharged and there shall be no liability in that behalf on any of the Transferor Company or the Transferee Company.

4.11 Where any of the liabilities and obligations, if any, of any of the Transferor Company, as on the Appointed Date, transferred to the Transferee Company have been discharged by the respective Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.

4.12 All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations, if any, incurred or undertaken by the Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme, pursuant to the provisions of section 232 of the Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company.



(a) With effect from the Appointed Date up to and including the Effective Date:

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(i) the Transferor Company shall carry on and shall be deemed to have carried on all its business and activities and shall hold and stand possessed of and shall be deemed to have held and stood possessed of all the said Assets for and on account of, and in trust for, the Transferee Company;

(ii) the Transferor Company shall carry on its business and activities with reasonable diligence and business prudence.

(b) All profits or incomes accruing or arising to the Transferor Company or expenditure, or losses arising or incurred (including the effect of taxes, if any, thereon) by the Transferor Company on and after the Appointed Date shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses of the Transferee Company, as the case may be.

4.14 (a) Upon the coming into effect of this Scheme, all suits, actions and legal proceedings, if any, by or against any of the Transferor Company pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company as effectually as if the same had been pending and/or arising by or against the Transferee Company.

(b) The Transferee Company undertakes to have all legal or other proceedings initiated by or against any of the Transferor Company referred to in sub-clause (a) above transferred to its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

4.15 Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, licenses and other assurances in favour of the Transferor Company or powers or authorities granted by or to it) of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto. The Transferee Company shall, wherever necessary, enter into and/or issue and/or execute deeds, writings or confirmations, enter into any tripartite arrangements, confirmations or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause.



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

4.17 Upon the coming into effect of this Scheme:

- (a) All the employees in the service of the Transferor Company, if any, immediately preceding the Effective Date shall become employees of the Transferee Company on the basis that:
 - (i) their services shall be deemed to have been continuous and not have been interrupted by reasons of the said transfer.
 - (ii) the terms and conditions of service applicable to employees after such transfer shall not in any way be less favorable to them than those applicable to them immediately preceding the transfer.

(b) It is expressly provided that as far as the provident fund, gratuity scheme, superannuation scheme or any other special scheme(s) or fund(s) created or existing, if any, for the benefit of the employees of the Transferor Company are concerned, upon the coming into effect of this Scheme, the Transferee Company shall stand substituted for the respective Transferor Company for all purposes whatsoever, related to the administration or operation of such schemes and intent that all the rights, duties, powers and obligation of the Transferor Company in relation to such schemes shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of the aforesaid schemes.

(c) The Transferee Company, if required, will file the relevant intimations to the statutory authorities concerned who shall take the same on record and endorse the name of the Transferee Company for the respective Transferor Company.



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4.18 Consideration and Re-organization of Authorised Share Capital:

- (a) Upon the Scheme becoming effective, all the assets and liabilities forming part of the Transferor Company shall stand vested to the Transferee Company at the values as appearing in the balance sheets of the Transferor Company, as on the Appointed Date.
- (b) Upon the Scheme becoming effective and without any further application, act or deed, the Transferee Company, in consideration of the transfer and vesting of the Assets and Liabilities of the Transferor Company in the Transferee Company, the Transferee Company shall issue and allot the equity shares of Transferee Company of Rs. 100/- each, in the ratio given herein below ("Share Exchange Ratio") as arrived at by the Chartered Accountants, to the members of the Transferor Company ("Members"), holding fully paid up shares and whose names appear in the Register of Members of the Transferor Company, as on the Record Date, fixed in respect of the Transferor Company or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of the Transferee Company:

Transferor Company	Share Exchange Ratio
Transferor Company	25 Equity Shares of Rs. 100/- each of the Transferee Company for every 113 Equity Shares of Rs. 100/- each of the Transferor Company

- (c) Any fractional entitlement arising on account of issuance of equity shares in terms of Clause 4.18(b) above shall be rounded off to nearest one share.
- (d) The equity shares of the Transferee Company, to be issued and allotted in terms of clause 4.18(b), hereinabove, shall rank pari passu in all respects with the existing equity shares of the Transferee Company.
- (e) The said equity shares to be issued by the Transferee Company in terms hereof shall be subject to the memorandum and articles of association of the Transferee Company and other relevant provisions of the Act.
- (f) Upon the equity shares in the Transferee Company being issued and allotted in terms of clause 4.18(b), hereinabove, the equity shares held by the Members in the Transferor Company shall automatically stand



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invalid and cancelled. Consequently, the share certificates representing such equity shares in the Transferor Company shall automatically stand cancelled and invalid.

- (g) Upon coming into effect of the Scheme, the authorized share capital of the Transferor Company which is Rs. 5,15,00,000/- (Rupees Five Crore Fifteen Lakh only) consisting of 5,00,000 (Five Lakh) equity shares of Rs. 100/- (Rupees hundred only) each and 15,000 (Fifteen Thousand) - 5% Redeemable Preference Shares of Rs. 100/- (Rupees hundred only) each, shall, without any further act or deed, stand clubbed with the authorized share capital of the Transferee Company.
- (h) Any filing fee and/or stamp duty already paid by the Transferor Company in respect of their respective authorized share capital shall be deemed to have been paid by the Transferee Company and accordingly, the Transferee Company shall not be required to pay any fee / stamp duty on the increase of authorized share capital to that extent.
- (i) Upon coming into effect of the Scheme, the Authorized Share Capital of the Transferee Company shall be reorganized by clubbing the authorized share capital of the Transferor Company.
- (j) Consequently, upon the Scheme becoming effective, the words and figures in Clause V of the Memorandum of Association of the Transferee Company shall be substituted to read as follows:

"The Authorized Share Capital of the Company is Rs. 6,50,00,000/- (Rupees Six Crore and Fifty Lakh only) divided into 6,05,000 (Six Lakh and Five Thousand) equity shares of Rs. 100/- (Rupees Hundred only) each and 45,000 (Forty Five Thousand) - 5% Redeemable Preference Shares of Rs. 100/- (Rupees Hundred only) each."
- (k) Further, the Transferee Company shall file the amended copy of its Memorandum and Articles of Association and requisite documents for amendment of Memorandum and Articles of Association with the Registrar of Companies within 30 days from the Effective Date and the Registrar of Companies shall take the same on record.



4.1 Accounting Treatment

Upon the Scheme becoming effective, the Transferee Company shall incorporate the assets and liabilities of the Transferor Company in accordance with the treatment provided in the "Indian Accounting Standard (Ind AS 103)

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for Business Combinations" prescribed under Section 133 of the Act, as notified under the Companies (Indian Accounting Standard) Rules, 2015 and amended by the Central Government and more particularly as specified hereunder:

- (a) All the Assets and the Liabilities recorded in the books of the Transferor Company shall stand transferred to and vested in the Transferee Company at the values appearing in the books of the Transferor Company, on the Appointed Date, pursuant to the Scheme.
- (b) An amount equal to the balance lying in the "Statement of Profit and Loss" as appearing in the balance sheet of the Transferor Company shall be taken over by the Transferee Company and included in the balance of its Statement of Profit and Loss of the Transferee Company.
- (c) As on the Appointed Date, and subject to any corrections and adjustments as may, in the opinion of the Board of the Transferee Company be required, the securities premium account, general reserve, lying in the books of the Transferor Company will be merged with those of the Transferee Company in the same form as appeared in the financial statements of the Transferor Company.
- (d) Upon the Scheme becoming effective, the amount lying in any other reserve(s) in the Transferor Company, including but not limited to the reserves which would no longer be required to be maintained, by whatever name called, shall merge with the balance lying in the general reserve of the Transferee Company.
- (e) Further, in case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact on account of change in the accounting policy to achieve uniformity on account of amalgamation will be quantified and adjusted in the revenue reserve(s) to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistency in the accounting policy.
- (f) The excess, if any, of the aggregate value of the Assets reduced by the aggregate value of the Liabilities and the Statement of Profit & Loss over the aggregate value of the equity shares issued and allotted in terms of clause 4.18(b) of the Scheme by the Transferee Company to the shareholders of the Transferor Company, and reserves of the Transferor Company after adjustment of inter-se loans and investments, share application money, if any, pursuant to the Scheme, recorded by the Transferee Company upon their transfer to and vesting in the Transferee Company under the Scheme shall be credited to an "Amalgamation Reserve Account" and the same shall not be treated as free reserve



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forming part of the net worth of the Transferee Company. However, in case of shortfall, after recording the necessary entries as envisaged in para (a) to (c) hereinabove, the difference shall be adjusted first from the capital reserve and the balance, if any, from the security premium account and/or the general reserve of the Transferee Company, pursuant to the Scheme becoming effective. If still there is any deficit, then the same will be adjusted against the Statement of profit & loss of the Transferee Company, pursuant to the Scheme becoming effective.

- (g) The aforesaid utilization of capital reserve account, security premium account, if required, and reduction of paid-up share capital of the Transferee Company on account of cancellation of shares held by the Transferor Company in the Transferee Company in terms of clause 4.19(e) above, shall be effected as a part of this Scheme itself and not under a separate process in terms of sections 52 and 66 of the Companies Act, 2013 and other applicable provisions of the Act and order of the National Company Law Tribunal (NCLT) sanctioning the Scheme shall be deemed to be a due compliance of the provisions of sections 52 and 66 of the Companies Act, 2013 and any other applicable provisions of the Act and rules and regulations made there under. Consequently, Transferee Company shall not be required to use the words "and reduced" as part of its corporate name.

PART V - OTHER CONDITIONS APPLICABLE TO THE SCHEME

5.1

- (a) With effect from the date of filing of this Scheme with the National Company Law Tribunal (NCLT) and up to and including the Effective Date, the Transferor Company and the Transferee Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period after the Appointed Date and prior to the Effective Date.
- (b) Until the coming into effect of this Scheme, the shareholders of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends.
- (c) It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any shareholder of any of the Transferor Company and/or the Transferee Company to demand or claim any



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dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Board of Directors of the Transferor Company and/or the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.

5.2 Upon the coming into effect of this Scheme:

- (a) the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.
- (b) The borrowing limits of the Transferee Company, shall without further act or deed stand enhanced by an amount being the aggregate liabilities of the Transferor Company which are being transferred to the Transferee Company pursuant to this Scheme and the Transferee Company will not be required to pass any fresh resolution(s) in this regard.


5.3 The Transferor Company and the Transferee Company shall with all reasonable dispatch, make all applications/petitions under sections 230 and 232 and other applicable provisions of the Act to the National Company Law Tribunal (NCLT) for sanctioning of this Scheme and for dissolution of the Transferor Company without winding up under the provisions of law, and obtain all approvals as may be required under law.

5.4

- (a) The Transferor Company and the Transferee Company (acting through their respective Board or through such persons as may be authorized by Board in this regard) may assent from time to time on behalf of all persons concerned to any modifications or amendments or additions to this Scheme or to any conditions or limitations which either the Board of Directors of the Transferor Company and the Transferee Company deem fit, and/or which the National Company Law Tribunal (NCLT) and/or any other authorities under law may deem fit to approve of or impose and which the Transferor Company and the Transferee Company may in their discretion deem fit and to resolve all doubts or difficulties that may arise for carrying out this Scheme and to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or to review the position relating to the satisfaction of the conditions to this Scheme and if necessary, to waive any of those (to the extent permissible under law) for bringing this Scheme into effect.



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- (b) Transferor Company and the Transferee Company shall have the discretion to withdraw their application/petition from the Hon'ble National Company Law Tribunal (NCLT), if any, onerous terms or other terms not acceptable to them are introduced in the Scheme whether at the meetings of shareholders/creditors or at the time of sanction of the Scheme or as otherwise deem fit by the Board of the Transferor Company and/or the Transferee Company. They shall also be at liberty to render the Scheme ineffective by not filing the certified order of the sanctions of the Scheme with ROC.
- (c) For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Board of the Transferor Company and Transferee Company may give and are authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

5.5 This Scheme is conditional upon and subject to:

- (a) the consents by the requisite majority of the shareholders and creditors, if any, of the Transferor Company and the Transferee Company to the Scheme, if required and the requisite orders of the Hon'ble National Company Law Tribunal (NCLT) sanctioning the Scheme in exercise of the powers vested in it under the Act; and


(b) the certified copy of the National Company Law Tribunal (NCLT) order being filed with ROC.

5.6 In the event this Scheme fails to take effect then it shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such case each Company shall bear its own costs or as may be mutually agreed.

5.7 If any part of this Scheme hereof is ruled illegal or invalid by, or is not sanctioned by the National Company Law Tribunal (NCLT), or is unenforceable under present or future laws, or which otherwise is considered unnecessary, undesirable or inappropriate at any stage by the Board of Directors of the Transferor Company and the Transferee Company, then it is the intention of the parties that such part shall be severable from the remainder of the Scheme, and



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the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in the Scheme, as will best preserve for the parties the benefits and obligations of the Scheme, including but not limited to such part.

- 5.8 The Transferor Company shall be dissolved without winding up with effect from the date on which the certified copy of the Order, under section 232 of the Act, of the National Company Law Tribunal (NCLT) sanctioning the Scheme is filed with the ROC.
- 5.9 The approval to this Scheme under sections 230 and 232 of the Act by the shareholders and/or creditors of the Transferor and Transferee Companies, shall be deemed to have the approval of the shareholders and/or creditors, as the case may be, under the applicable provisions of the Act, rules and regulations made there under, including but not limited to sections 13, 14, 52, 61, 62 and 66 of the Companies Act, 2013.
- 5.10 All costs, charges and expenses, including any taxes and duties of the Transferor Company and Transferee Company respectively in relation to or in connection with this Scheme and incidental to the completion of the amalgamation of the Transferor Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.



Sudama Yadav
01/12/2011

Sudama Yadav
Assistant Registrar
National Company Law Tribunal
Allahabad Bench, Prayagraj (U.P.)

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REGD. OFFICE: 56, MODEL TOWN, GHAZIABAD-201009 (U.P.)

Statement of assets and liabilities as at 01/04/2021

Name of the Company: V K BAJAJ INVESTMENT PRIVATE LIMITED

Assets		(Rs. In Lakhs)	
		Book Value	Estimated Realisable value
1	Balance at Bank	19.06	19.06
2	Cash in hand	0.10	0.10
3	Marketable securities	134.91	134.91
4	Bills receivable	-	-
5	Trade debtors	25.62	25.62
6	Loans & advances	416.50	416.50
7	Other Receivables	122.72	122.72
8	Other Financial assets	0.06	0.06
9	Other Non Financial assets	12.29	12.29
10	Freehold property	-	-
11	Lease hold property	-	-
12	Plant and machinery	-	-
13	Furniture, fittings, utensils, etc.	-	-
14	Patents, trademarks etc.	-	-
15	Investments other than marketable securities	637.78	637.78
16	Other property	-	-
	Total:	1,369.04	1,369.04

Liabilities

Estimated to rank for payment (to the nearest rupee)

1	Secured on specific assets	-	-
2	Secured by floating charge(s)	-	-
3	Estimated cost of liquidation and other expenses including interest accruing until payment of debts in full	-	-
4	Unsecured creditors (amounts estimated to rank for payment)	-	-
	(a) Trade accounts	0.30	0.30
	(b) Bills payable	-	-
	(c) Accrued expense	-	-
	(d) Other liabilities & provisions	397.10	397.10
	(e) Contingent liabilities	-	-
	Total :	397.40	397.40

Total estimated value of assets	Rs.	1,369.04
Total liabilities	Rs.	397.40
Estimated surplus after paying debts in full	Rs.	971.64

Place: Ghaziabad

Date: December 07, 2021

For V K BAJAJ INVESTMENT PVT. LTD.



Authorised Signatory

For V K BAJAJ INVESTMENT PRIVATE LIMITED



Authorised Signatory


A.K. BAJAJ INVESTMENT PVT. LTD.

Regd. Office: 56, MODEL TOWN, Ghaziabad - 201001 (UP)

Statement of assets and liabilities as at 01/04/2021

Name of the Company: A K BAJAJ INVESTMENT PRIVATE LIMITED

Assets		(Rs. In Lakhs)	
		Book Value	Estimated Realisable value
1	Balance at Bank	5.34	5.34
2	Cash in hand	0.07	0.07
3	Marketable securities	157.00	157.00
4	Bills receivable	-	-
5	Trade debtors	-	-
6	Loans & advances	10.84	10.84
7	Unpaid calls	-	-
8	Stock-in-trade	189.20	189.20
9	Work in progress	-	-
10	Freehold property	-	-
11	Lease hold property	-	-
12	Plant and machinery	-	-
13	Furniture, fittings, utensils, etc.	-	-
14	Patents, trademarks etc.	-	-
15	Investments other than marketable securities	452.86	452.86
16	Other property	-	-
Total:		815.31	815.31

Liabilities

Estimated to rank for payment (to the nearest rupee)

1	Secured on specific assets	-	-
2	Secured by floating charge(s)	-	-
3	Estimated cost of liquidation and other expenses including interest accruing until payment of debts in full	-	-
4	Unsecured creditors (amounts estimated to rank for payment)	-	-
	(a) Trade accounts	-	-
	(b) Bills payable	-	-
	(c) Accrued expense	-	-
	(d) Other liabilities & provisions	6.88	6.88
	(e) Contingent liabilities	-	-
Total :		6.88	6.88

Total estimated value of assets	815.31
Total liabilities	6.88
Estimated surplus after paying debts in full	808.43

Place: Ghaziabad

Date: December 07, 2021

For A.K. BAJAJ INVESTMENT PVT. LTD.

[Signature]
Authorised Signatory

[Signature]
Sudama Yadav
Assistant Registrar
National Company Law Tribunal
Allahabad Bench, Prayagraj (U.P.)

A.K. BAJAJ INVESTMENT PRIVATE LIMITED

[Signature]
Authorised Signatory

