

VIDARBHA TRADELINKS PRIVATE LIMITED

Reg. off: Imambada Road, NAGPUR - 440018 (MAHARASHTRA)

CIN: U51900MH1996PTC101077

To,

The Listing Department
BSE Limited

Date: 18-12-2025

1st Floor, New Trading Ring,
Rotunda Building,
P.J. Towers, Dalal Street,
Mumbai – 400 001

Sub: Report under Regulation 10(7) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 – Acquisition pursuant to NCLT-approved Scheme of Arrangement (Exemption under Regulation 10(1)(d)(ii)) in respect of BAJAJ GLOBAL LIMITED (Symbol: BAJGLOB; Scrip Code: 512261; ISIN: INE553H01015)

Dear Sir/Madam,

Pursuant to Regulation 10(7) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 ("SEBI SAST Regulations"), we hereby submit this report in respect of the acquisition of equity shares of Rohit Polytex Limited in **Bajaj Global Limited** ("Target Company") by Vidarbha Tradelinks Private Limited ("Acquirer Company"), under a Scheme of Arrangement approved by the Hon'ble National Company Law Tribunal, Mumbai Bench, involving Bajaj Exports Private Limited, Rohit Polytex Limited, and Vidarbha Tradelinks Private Limited.

The said acquisition is exempt under Regulation 10(1)(d)(ii) of the SEBI (SAST) Regulations, 2011, being a transfer of shares pursuant to a Scheme of Arrangement approved by a competent Tribunal.

Kindly take the enclosed report on record.

Please find below the details of the payment made towards filing fees:

Payment Details:

Amount Paid: ₹1,50,000 + GST

UTR No.: AXSK253070001048

Date of Payment: 03-11-2025

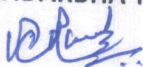
Mode of Payment: RTGS

Beneficiary Account Number: BDSKBEF708C110F1WG

Beneficiary IFSC: CITI0100000

Beneficiary Bank: CITIBANK, D.N. Road, Fort, Mumbai

For VIDARBHA TRADELINKS PRIVATE LIMITED



Akshay Ranka
Authorised Signatory



Encl.: Report under Regulation 10(7) of SEBI (SAST) Regulations, 2011 (Exemption under Reg. 10(1)(d)(iii))

Copy to:

The Company Secretary

Bajaj Global Limited

Imambada Road, Nagpur, 440018.

VIDARBHA TRADELINKS PRIVATE LIMITED

Reg. off: Imambada Road, NAGPUR - 440018 (MAHARASHTRA)

CIN: U51900MH1996PTC101077

Format under Regulation 10(7) – Report to SEBI in respect of any acquisition made in reliance up on exemption provided for in Regulation 10(1)(d)(iii) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

1	General Details	
	a. Name, address, telephone no, e-mail of acquirer(s) {In case there are multiple acquirers, provide full contact details of any one acquirer (the correspondent acquirer) with whom SEBI shall correspond.}	VIDHARBHA TRADELINK PRIVATE LIMITED: Acquirer PAN No.: AABCV4599D Address: Imambada road, Nagpur-440018 Telephone No. 07104-238101 Email id – cs@bajajngp.com .
	b. Whether sender is the acquirer (Y/N)	Yes
	c. If not, whether the sender is duly authorized by the acquirer to act on his behalf in this regard (enclose copy of such authorization)	Not Applicable
	d. Name, address, Tel no. and e-mail of the sender, if sender is not the acquirer	Not Applicable
2	Compliance of Regulation 10(7)	
	a. Date of report	18.12.2025
	b. Whether report has been submitted to SEBI within 21 working days from the date of the acquisition	Yes
	c. Whether the report is accompanied with fees as required under Regulation 10(7)	Yes,
3	Compliance of Regulation 10(5)	
	a. Whether the report has been filed with the Stock Exchanges where the shares of the Company are listed, at least 4 working days before the date of the proposed acquisition	Not Applicable
	b. Date of Report	



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4 Compliance of Regulation 10 (6)				
a. Whether the report has been filed with the Stock Exchanges where the shares of the Company are listed within 4 working days after the date of the proposed acquisition		Yes, Copy of the same is attached as Annexure 'A'.		
b. Date of Report		December 09, 2025		
5 Details of the Target Company (TC)				
a. Name & address of TC		Bajaj Global Limited Address: Imambada Road, Nagpur 440018		
b. Name of the Stock Exchange(s) where the shares of the TC are listed		BSE Limited		
6 Details of the acquisition				
a. Date of acquisition		December 04, 2025		
b. Acquisition price per share (in Rs.)		Nil Being Inter-se transfer of shares pursuant to NCLT-approved Scheme of Arrangement		
c. Regulation which would have been triggered an open offer, had the report not been filed under Regulation 10 (7). (whether Regulation 3 (1), 3 (2), 4 or 5)		Regulation 3(2)		
d. Shareholding of acquirer(s) and PAC individually in TC (in terms of no. & as a percentage of the total share/voting capital of the TC)(*)		Before the acquisition		After the acquisition
		No. of Shares	% w.r.t total share capital of TC	No. of Shares % w.r.t total share capital of TC
Name of the acquirer(s) / PAC (**)				
Vidarbha Tradelinks Private Limited		1,25,000	16.84%	2,17,000 29.23%
Person Acting in Concert		Attached as Annexure 'B'		



VIDARBHA TRADELINKS PRIVATE LIMITED

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e. Shareholding of seller/s in TC (in terms of no.& as a percentage of the total share/voting capital of the TC)	Before the acquisition		After the acquisition	
	No. of Shares	% w.r.t total share capital of TC	No. of Shares	% w.r.t total share capital of TC
Name of the seller(s)(**)				
Rohit Polytex Limited	92,000	12.39%	NIL	NIL

7 Information specific to the exemption category to which the instant acquisition belongs-Regulation 10 (1) (a) (iii)

a. Confirm that the scheme is approved by the order of a court or any other competent authority	Yes, the Scheme of Arrangement between Bajaj Exports Private Limited, Rohit Polytex Limited and Vidarbha Tradelinks Private Limited has been duly approved by the Hon'ble National Company Law Tribunal, Mumbai Bench, vide its Order dated July 02, 2025 under Sections 230-232 of the Companies Act, 2013.
b. Attached copy of the order mentioned above	Copy of the NCLT Order approving the Scheme of Arrangement is enclosed herewith.
c. Total consideration paid under the scheme.	Nil. (The transfer of shares is pursuant to the NCLT-approved Scheme of Arrangement and has occurred without any monetary consideration.)
d. Component of cash and cash equivalents in the total consideration paid under the scheme. Whether the same is less than twenty-five percent of the total consideration paid under the scheme? (Y/N)	Not applicable (no consideration was paid in cash or cash equivalents). Accordingly, the component of cash and cash equivalents is nil, which is less than twenty-five percent of the total consideration under the scheme. → Answer: Y
e. After the implementation of the scheme, whether the persons who are directly or indirectly holding at least thirty-three per cent of the voting rights in the combined entity are the same as the persons who held the entire voting rights before the implementation of the scheme? (Y/N). Please furnish relevant details including the name of such persons as well as their stake in the combined entity.	Yes. After the implementation of the Scheme, the persons directly or indirectly holding at least thirty-three percent of the voting rights in the combined entity remain the same as those holding the entire voting rights prior to the implementation of the Scheme.



VIDARBHA TRADELINKS PRIVATE LIMITED

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f.	Whether the acquirers as well as sellers have complied with the provisions of Chapter V of the Takeover Regulations (corresponding provisions of the repealed Takeover Regulations 1997) (Y/N). If yes, specify applicable regulation/s as well as date on which the requisite disclosures were made along with the copies of the same.	Yes. The acquirer as well as the transferor companies have duly complied with the disclosure requirements under Chapter V of the SEBI (SAST) Regulations, 2011. Disclosures under Regulations 29(2) and 7(2) have been made to the concerned listed companies and to BSE Limited on 06/12/2025
g.	Declaration by the acquirer that all the conditions specified under regulation 10(1) (d)(iii) with respect to exemptions has been duly complied with.	We hereby confirm and declare that all the conditions specified under Regulation 10(1)(d)(iii) of the SEBI (SAST) Regulations, 2011 with respect to exemptions have been duly complied with.

I hereby declare that the information provided in the instant report is true and nothing has been concealed there from.



Akshay Ranka
Authorised Signatory



Date: 18-12-2025

Place: Nagpur

VIDARBHA TRADELINKS PRIVATE LIMITED

Reg. off: Imambada Road, NAGPUR - 440018 (MAHARASHTRA)

CIN: U51900MH1996PTC101077

To,
The Listing Department

Date: 09-12-2025

BSE Limited

1st Floor, New Trading Ring,
Rotunda Building,
P.J. Towers, Dalal Street,
Mumbai - 400 001

Sub: Intimation of transfer of shares Pursuant to NCLT-approved Scheme of Arrangement in accordance with Regulation 10(6) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 ("SEBI SAST Regulations") in respect of BAJAJ GLOBAL LIMITED (Symbol: BAJGLOB; Scrip Code: 512261; ISIN: INE553H01015)

Sir/Madam,

With reference to the captioned subject, this is to inform you that pursuant to the Scheme of Arrangement sanctioned by the Hon'ble National Company Law Tribunal between Bajaj Exports Private Limited, Rohit Polytex Limited and Vidarbha Tradelinks Private Limited ("VTPL"), the equity shareholding of Rohit Polytex Limited in **Bajaj Global Limited** has been transferred and vested into VTPL, in accordance with the said NCLT-approved Scheme of Arrangement.

The details of shares acquired are as under:

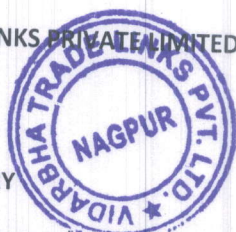
Sr. No.	Shareholder Name	Shareholding prior to acquisition	Shareholding post acquisition
1	Vidarbha Tradelinks Private Limited	1,25,000	2,17,000
2	Rohit Polytex Limited	92,000	0
Total		2,17,000	2,17,000

In compliance with Regulation 10(6) of the SEBI (SAST) Regulations, 2011, we enclose herewith the prescribed disclosure in the specified format.

This letter is submitted for the information and records of the Stock Exchange.

For VIDARBHA TRADELINKS PRIVATE LIMITED


AKSHAY RANKA
AUTHORISED SIGNATORY



Enclosure: Disclosure as per relevant format prescribed under regulation 10 (6) of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011.

Copy to:

The Company Secretary

Bajaj Global Limited

Imambada Road, Nagpur, 440018.

VIDARBHA TRADELINKS PRIVATE LIMITED

Reg. off: Imambada Road, NAGPUR - 440018 (MAHARASHTRA)

CIN: U51900MH1996PTC101077

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

1.	Name of the Target Company (TC)	Bajaj Global Limited	
2.	Name of the acquirer(s)	Vidarbha Tradelinks Private Limited	
3.	Name of the stock exchange where shares of the TC are listed	BSE Limited	
4.	Mode of acquisition	Acquisition pursuant to NCLT-approved Scheme of Arrangement	
5.	Relevant regulation under which the acquirer is exempted from making open offer.	Regulation 10 (1) (d) (iii) of SEBI (SAST) Regulations, 2011.	
6.	Whether disclosure of proposed acquisition was required to be made under regulation 10(5) and if so, - whether disclosure was made and whether it was made within the timeline specified under the regulations. - date of filing with the stock exchange.	Not Applicable	
7.	Details of acquisition	Disclosures required to be made under regulation 10(5)	Whether the disclosures under regulation 10(5) are actually made
	a. Name of the transferor / seller	i) Rohit Polytex Limited	No
	b. Date of acquisition	04-12-2025	
	c. Number of shares/ voting rights in respect of the acquisitions from each person mentioned in 7 (a) above	Acquired 92,000 equity shares pursuant to NCLT-approved Scheme of Arrangement	
	d. Total shares proposed to be acquired / actually acquired as a % of diluted share capital of TC	12.39%	



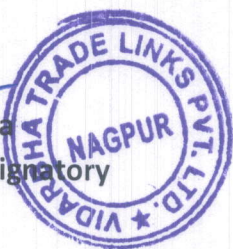
VIDARBHA TRADELINKS PRIVATE LIMITED

Reg. off: Imambada Road, NAGPUR - 440018 (MAHARASHTRA)

CIN: U51900MH1996PTC101077

	e.	Price at which shares are proposed to be acquired / actually acquired	Nil (Being Inter-se transfer of shares pursuant to NCLT-approved Scheme of Arrangement)		
8. Shareholding details			Pre-Transaction		Post-Transaction
			No. of shares held	% w.r.t total share capital of TC	No. of shares held % w.r.t total share capital of TC
	A	Each Acquirer / Transferee(*) Vidharbha Tradelinks Private Limited (Ref Note)	1,25,000	16.84%	2,17,000 29.23%
	B	Each Seller / Transferor i) Rohit Polytex Limited	92,000	12.39%	NIL NIL


Akshay Ranka
Authorised Signatory



Date: 09-12-2025

Place: Nagpur

VIDARBHA TRADELINKS PRIVATE LIMITED

Reg. off: Imambada Road, NAGPUR - 440018 (MAHARASHTRA)

CIN: U51900MH1996PTC101077

To,

The Listing Department

BSE Limited

1st Floor, New Trading Ring,

Rotunda Building,

P.J. Towers, Dalal Street,

Mumbai – 400 001

Date: 06/12/2025

Sub: Disclosure under regulation 29 (2) of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 (the "SEBI Takeover Regulations").

Ref.: Symbol: BAJGLOB; Scrip Code: 512261; ISIN: INE553H01015

Dear Sir/Madam,

We, Vidarbha Tradelinks Private Limited ("VTPL"), hereby submits this disclosure pursuant to Regulation 29(2) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, in relation to our acquisition of shares in **BAJAJ GLOBAL LIMITED** [Target Company].

Pursuant to the Scheme of Arrangement sanctioned by the Hon'ble National Company Law Tribunal ("NCLT") among Bajaj Exports Private Limited, Rohit Polytex Limited and Vidarbha Tradelinks Private Limited, the equity shareholding of Rohit Polytex Limited in BAJAJ GLOBAL LIMITED [Target Company], has been transferred and vested into VTPL.

The details of the acquisition are as under:

Sr. No.	Shareholder Name	Shareholding prior to acquisition	Shareholding post acquisition
1	Vidarbha Tradelinks Private Limited	0	92,000
2	Rohit Polytex Limited	92,000	0
Total		92,000	92,000

Date of acquisition: 04/12/2025

Mode of acquisition: Acquisition pursuant to NCLT-approved Scheme of Arrangement



VIDARBHA TRADELINKS PRIVATE LIMITED

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CIN: U51900MH1996PTC101077

This disclosure is being made in compliance with the requirements of Regulation 29(2) of the SEBI (SAST) Regulations, 2011, within the prescribed timelines.

We request you to kindly take the above on record and acknowledge receipt of this disclosure.

Thanking you,

For VIDARBHA TRADELINKS PRIVATE LIMITED



AKSHAY RANKA
AUTHORISED SIGNATORY



Enclosure: Disclosure as per relevant format prescribed under regulation 29 (2) of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011.

Copy to:

The Company Secretary,
Bajaj Global Limited,
Imambada Road, Nagpur - 440018

VIDARBHA TRADELINKS PRIVATE LIMITED

Reg. off: Imambada Road, NAGPUR - 440018 (MAHARASHTRA)

CIN: U51900MH1996PTC101077

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

Name of the Target Company (TC)	Bajaj Global Limited		
Name(s) of the acquirer and Persons Acting in Concert (PAC) with the acquirer	Vidarbha Tradelinks 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 / disposal 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 / disposal under consideration, holding of:			
a) Shares carrying voting rights	0	0%	0%
b) Shares in the nature of encumbrance (pledge/ lien/ non-disposal undertaking/ others)	--	--	--
c) Voting rights (VR) otherwise than by shares	--	--	--
d) Warrants/convertible securities/any other instrument that entitles the acquirer to receive shares carrying voting rights in the T C (specify holding in each category)	--	--	--
e) Total (a+b+c+d)	0	0%	0%
Details of acquisition/disposal			
a) Shares carrying voting rights acquired/ disposed	92,000	12.39%	12.39%
b) VRs acquired / disposed otherwise than by shares	--	--	--
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	--	--	--

VIDARBHA TRADELINKS PRIVATE LIMITED

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CIN: U51900MH1996PTC101077

d) Shares encumbered / invoked/released by the acquirer	--	--	--
e) Total (a+b+c+d)	92,000	12.39%	12.39%

After the acquisition/disposal, holding of:			
a) Shares carrying voting rights	92,000	12.39%	12.39%
b) Shares encumbered with the acquirer	--	--	--
c) VRs otherwise than by shares	--	--	--
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	--	--	--
e) Total (a+b+c+d)	92,000	12.39%	12.39%
Mode of acquisition / disposal (e.g. open market / off-market / public issue / rights issue / preferential allotment / inter-se transfer etc.)	Acquisition pursuant to NCLT-approved Scheme of Arrangement		
Salient feature at the securities acquired/ disposed including time redemption, ratio at which it can be converted into equity shares, etc.	N.A.		
Date of acquisition-/ disposal of shares / VR or date of receipt of intimation of allotment of shares, whichever is applicable	<u>04-12-2025</u>		
Equity share capital/ total voting capital of the TC before the said acquisition / disposal	Rs.74,25,000/- consisting of 7,42,500 Equity Shares of Rs.10/- Each		
Equity share capital/ total voting capital of the TC after the said acquisition / disposal	Rs.74,25,000/-consisting of 7,42,500 Equity Shares of Rs.10/- Each		
Total diluted share/voting capital of the TC after the said acquisition/ disposal	N.A.		



AKSHAY RANKA
AUTHORISED SIGNATORY



Date: 06/12/2025

Place: Nagpur

VIDARBHA TRADELINKS PRIVATE LIMITED

Reg. off: Imambada Road, NAGPUR - 440018 (MAHARASHTRA)

CIN: U51900MH1996PTC101077

Part-B

Name of the Target Company: Bajaj Global Limited

Details of the Promoters, Members of the Promoter Group and Person(s) Acting in Concert with them, if any, along with their Shareholding:

Name of the transferor and Person Acting in Concert (PAC) with the transferor	Whether PAC belongs to the Promoter / Promoter Group	PAN
KUSH BAJAJ	Yes	AHIPB9961A
BINA BAJAJ	Yes	ACJPB6310K
VARUN BAJAJ	Yes	AKKPB4493L
KUMKUM BAJAJ	Yes	ACJPB6285H
ROHIT BAJAJ	Yes	AALPB9517E
SUNIL BAJAJ	Yes	ACLPB3366R
GAYATRIDEVI HARGOVIND BAJAJ	Yes	AAMPB9398N
LAV BAJAJ	Yes	AHIPB9960B
GANGABISEN BAJAJ HUF	Yes	AABHG6956N
HARGOVIND GANGABISEN BAJAJ	Yes	ACJPB6308D



AKSHAY RANKA
AUTHORISED SIGNATORY



Date: 06/12/2025

Place: Nagpur

IN THE NATIONAL COMPANY LAW TRIBUNAL MUMBAI BENCH-II

C.P. (CAA) 52/MB/2025

Connected with C.A. (CAA) 138/MB/2022

*[Under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013
read with the Companies (Compromises, Arrangements and Amalgamation) Rules, 2016]*

In the matter of

SCHEME OF AMALGAMATION OF

BAJAJ EXPORTS PRIVATE LIMITED

[CIN: U51900MH1972PTC015995]

...First Petitioner Company/ Demerged Company No. 1

AND

ROHIT POLYTEX LIMITED

[CIN: U27120MH1971PLC015334]

...Second Petitioner Company/ Demerged Company No. 2

WITH

VIDARBHA TRADELINKS PRIVATE LIMITED

[CIN: U51900MH1996PTC101077]

... Third Petitioner Company/ Resulting Company

THEIR RESPECTIVE SHAREHOLDERS

Order pronounced on:02.07.2025

CORAM:

HON'BLE SHRI ASHISH KALIA, MEMBER (JUDICIAL)

HON'BLE SHRI SANJIV DUTT, MEMBER (TECHNICAL)



Appearances : (Hybrid)

For the Petitioner(s) : Adv. Tanaya Sethi, Adv. Hemant Sethi.
For the RD (WR) : Ms. Gouri Killedar, Asst. Director of the
RD, (WR), Mumbai.

ORDER**[PER: ASHISH KALIA, MEMBER (JUDICIAL)]**

1. Heard the Ld. Counsel for the Petitioner Companies and Authorized representative for Regional Director, (RD).
2. The present Company Petition is filed jointly on 09.01.2025 by BAJAJ EXPORTS PRIVATE LIMITED (hereinafter referred to as "First Petitioner Company" or "Demerged Company No.1"), ROHIT POLYTEX LIMITED (hereinafter referred to as "Second Petitioner Company" or "Demerged Company No.2") and VIDARBHA TRADELINKS PRIVATE LIMITED (hereinafter referred to as "Third Petitioner Company/ Resulting Company") under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 (hereinafter referred to as "the Act") read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (hereinafter referred to as "the CAA Rules") seeking sanction to the proposed Scheme of Arrangement. The Demerged Companies and the Resulting Company are hereinafter collectively referred to as the "Petitioner Companies".
3. It is observed that the Board of Directors of the Petitioner Companies in their respective Board meetings held on 01.09.2021 and 04.10.2021 have approved the Scheme and the relevant Board Resolutions are annexed to the Company Scheme Application.
4. It is submitted that the rationale of the proposed Scheme is as under :-
 - i. *The demerger of business of demerged divisions of the Demerged Companies and transfer and vesting of the same in the resulting*

Page 2 of 14



company will enable the Resulting Company to more focus on demerged divisions. The Demerged Companies will also gain from the demerger since it can focus more on remaining activities.

- ii. As part of an overall scheme of Arrangement, the management of the Demerged Companies and Resulting Company has concurred on a plan whereby demerged divisions of the Demerged Companies will be demerged to and vested with the Resulting Company.
- iii. The management of the Demerged Companies is of the opinion that the arrangement will enable it to lend greater focus to the operations of remaining business in the undertaking.
- iv. The management of the Resulting Company is of the opinion that the arrangement will provide greater capacity and better utilisation of its resources. The arrangement will also enable it to consolidate its business by restructuring and reorganising its business activities and capital structure.
- v. Thus, the present scheme of Arrangement would involve transfer on a going concern basis, of the demerged divisions of Demerged Companies to Resulting Company and in consideration thereof the Resulting Company will issue equity shares to the shareholders of the Demerged Companies pursuant to section 232 and the other relevant provisions of the companies act, 2013.
- vi. Post this restructuring both the Demerged Companies and the Resulting Company are expected to be better poised for meeting future growth opportunities, gain the advantage of cost savings and



improvement of their earning potential.

- vii. *The board of directors of the Resulting Company and Demerged Companies are of the opinion that the restructuring involving demerger would benefit their shareholders, creditors, employees, the companies concerned.*
5. The Scheme provides for demerger of the Strategic Investment Division(s) of Demerged Companies and transfer and vesting of the same in the Resulting Company of the Scheme.
6. The Ld. Counsel for the Petitioner Companies submits that upon the effectiveness of the Scheme, in consideration of the Demerger, the transfer and vesting of the Demerged Undertaking of the Demerged Companies in the Resulting Company pursuant to this Scheme, the Resulting Company shall, without any further act or deed, issue and allot to each equity shareholder of the Demerged Company No. 1 and Demerged Company No. 2, whose name is recorded in the register of members of the Demerged Company No. 1 and Demerged Company No. 2 as on the Appointed Date or to their respective heirs, executors, administrators or other legal representatives or the successors-in-title as the case may be, as under:

"115 (One Hundred Fifteen) Equity Share of Rs.10/- each in the RESULTING COMPANY, credited as fully paid up for every 3(Three) Equity Shares of Rs.100/- each fully paid up held by them in the DEMERGED COMPANY NO.1."

"1 (One) Equity Share of Rs.10/- each in the RESULTING COMPANY, credited as fully paid up for every 9 (Nine) Equity Shares of Rs.10/- each fully paid up held by them in the DEMERGED COMPANY NO.2."



7. A copy of the Share Exchange Ratio Report dated 01.11.2021, issued by Mr. Vikash Goel, a registered valuer, recommending and confirming the share swap ratio for the Scheme of Arrangement, is attached to this Scheme Petition.
8. The joint Company Petition is filed in consonance with Sections 230 to 232 of the Act along with the order dated 17.03.2025 passed in C.P.(CAA)/52(MB)/2025 read with order dated 14.02.2024 passed in CA (CAA) No. 138/(MB)/2022 by this Tribunal.
9. It is submitted that the Petitioner Companies have complied with all requirements as per directions of this Tribunal and have filed necessary affidavits of compliance. Moreover, the Petitioner Companies undertake to comply with all statutory/regulatory requirements, as mandated under the Act and the Rules made thereunder. The undertaking given by the Petitioner Companies is taken on record.
10. The Regional Director (Western Region), Ministry of Corporate Affairs, Mumbai has filed its Report dated 05.05.2025, *inter alia*, stating its observations on the Scheme in para 2(a) to (k) of the Report. In response to the observations made by the Regional Director and the RoC, Mumbai, the Petitioner Companies have filed an Affidavit-in-Reply dated 26.05.2025 and have given necessary clarifications and undertakings as shown in the Table below:



Sr. No.	Observation(s) of the Regional Director/RoC Mumbai.	Response of the Petitioner Companies
2(a)	<p>i. The ROC, Mumbai in his report dated 30.04.2025 has stated that no Inquiry, Inspection, Investigations, Prosecutions and Complaints under the Act have been pending against the Petitioner Companies.</p> <p>ii. Further ROC, has mentioned as follows:-</p> <ol style="list-style-type: none"> 1. Interest of the creditors & Employees should be protected. 2. May be decided on its merits. <p>Hence, the Petitioner Companies shall undertake to submit detailed reply against observations mentioned above.</p>	<p>Insofar as the observation in Paragraph 2 (a)(i) of the Report is concerned, the contents thereof are merely factual and hence do not merit any reply.</p> <p>Insofar as the observation in Paragraph 2 (a)(ii) of the Report is concerned, the Petitioner Companies submits that the present Scheme is a Scheme of Arrangement under 230(1)(b) of the Act and hence, there is no compromise with the creditors. In any case, the Petitioner Companies undertake to protect the interest of the creditors who shall be paid in due course. Further, the Scheme has safeguarded the interests of the employees under Paragraph 6 of Part IV and Paragraph 6 of Part V in the Demerged Divisions by the Resulting Company.</p>
2(b)	<p>In compliance of Accounting Standard-14 or IND-AS 103, as may be applicable, the Resulting company shall pass such accounting entries which are necessary in connection</p>	<p>In addition to compliance with AS-14 (IND AS-103), in connection with the Scheme, the Petitioner Companies shall pass such accounting entries which are</p>



	<i>with the scheme to comply with other applicable Accounting Standards including AS-5 or IND AS-8 etc.</i>	necessary to comply with all other applicable Accounting Standards such as AS-5 (IND AS-8) etc. to the extent applicable.
2(c)	<i>This Tribunal may kindly direct the Petitioner Companies to file an affidavit to the extent that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy, or no change is made.</i>	The Petitioner Companies hereby affirms that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy or no change is made.
2(d)	<i>The Petitioner Companies under provisions of section 230(5) of the Act have to serve notices to concerned authorities which are likely to be affected by the Amalgamation or arrangement. Further, the approval of the scheme by the Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such authorities shall be binding on the Petitioner Companies concerned;</i>	The Petitioner Companies hereby confirms that the Petitioner Companies have Complied with the provisions of Section 230(5) of the Act and as directed by this Tribunal served notice upon the Regulatory Authorities. An Affidavit of Service dated 15.03.2024 and 25.04.2025 evidencing service of notice(s) to regulatory authorities have been filed. Further, the Petitioner Companies hereby confirms that the approval of the scheme by this Tribunal will not deter such authorities to deal with any of the issues arising after giving effect to the Scheme. The decision of such authorities shall be binding on the Petitioner Companies concerned.



2(e)	<p>As per Definition of the Scheme, "Appointed Date" means 01.04.2021.</p> <p>"Effective Date" means the last of the dates on which the certified or authenticated copy of the orders of the National Company Law Tribunal sanctioning the Scheme are filed with the Registrar of Companies by the Demerged Companies and by the Resulting Company. Any reference in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date.</p> <p>"Record Date" means the date to be fixed by the Board of Directors of the RESULTING COMPANY for the purpose of determining the names of the equity shareholders of the Demerged Companies as applicable, who shall be entitled to shares of the RESULTING COMPANY upon coming into effect of this Scheme.</p> <p>In this regard, it is submitted that Section 232 (6) of the Act states that the scheme under this section shall clearly indicate an appointed date from which it shall be effective and the scheme shall be deemed to be effective from such date and not at a</p>	<p>The Appointed Date is 01.04.2021 as per the Scheme. The Petitioner Companies further submit that the Company Scheme Application was filed on 31.03.2022 i.e. within 1 year from the Appointed Date in the Scheme and hence, the Petitioner Companies are in compliance with section 232(6) of the Act and the requirements as to Appointed Date and Effective Date, as clarified vide circular no. F. No. 7/12/2019/CL-1 dated 21.08. 2019 issued by the Ministry of Corporate Affairs.</p>
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	<p>date subsequent to the appointed date. However, this aspect may be decided by this Tribunal taking into account its inherent powers.</p> <p>The appointed date is 01.04.2021 which is antedated more than four year. Hence, the Petitioner Company should be directed to amend its appointed date in compliance of the Ministry's circular no. F. No. 7/12/2019/CL-I dated 21.08.2019.</p>	
2(f)	<p>This Tribunal may kindly seek the undertaking that this Scheme is approved by the requisite majority of members and creditors as per Section 230(6) of the Act in meeting duly held in terms of Section 230(1) read with 7 subsection (3) to (5) of Section 230 of the Act and the Minutes thereof are duly placed before the Tribunal.</p>	<p>The Petitioner Companies state vide order dated 14.02.2024 in the Company Scheme Application, meetings of the Equity Shareholders of the Petitioner Companies and meeting of Preference Shareholder of the Third Petitioner Company was dispensed with in lieu of its consent affidavits. Since, the Petitioner Companies did not have any Secured Creditors, there was no question of convening meetings of the Secured Creditors and insofar as the Unsecured Creditors are concerned (a) 99.98% of Third Petitioner Company (b) 100% of Third Petitioner Company (c) 98.20% of Third Petitioner Company have provided their</p>



		consent to the present Scheme. Hence, the Scheme is duly approved by the requisite majority of members and creditors as per Section 230(6) of the Act.
2(g)	<i>Petitioner Companies shall undertake to comply with the directions of the Income Tax Department & GST Department, if any.</i>	The Petitioner Companies undertake to comply with the directions of the Income Tax Department and GST Department, if any, in accordance with applicable law.
2(h)	<i>The Petitioner Company may be directed to undertake that the present scheme is in compliance with Section 2(19AA) of the Income Tax Act, 1961.</i>	The Petitioner Companies hereby undertakes and confirms that the Scheme filed before this Tribunal for seeking its sanction and confirmation is in compliance with Section 2(19AA) of the Income Tax Act, 1961.
2(i)	<i>This Tribunal may kindly direct the Petitioner Company (Demerged Company) to disclosed the list of Assets & Liabilities to be transferred to Resulting Company to further comment upon the Scheme. However,</i>	The Assets & Liabilities to be transferred to Resulting Company are annexed to the Scheme of Arrangement being Annexure A and Annexure B. Further, the Petitioner Companies submit that the Scheme fully protects the



	<i>interest of creditors may be protected.</i>	interest of all creditors of the Petitioner Companies. Furthermore, the Scheme does not provide for any compromise with any creditors of the Petitioner Companies. The Petitioner Companies have prepared a detailed list of division of assets and liabilities which is hereto annexed to affidavit in rejoinder.								
1	<i>It is observed that from financial statements of Petitioner Resulting Company has issued shares at Security Premium and collected total Premium as follows:-</i> <table><tr><td>Sr. No.</td><td>1</td></tr><tr><td>Financial Year</td><td>31-03-2024</td></tr><tr><td>Name of the Company</td><td>VIDARBHA TRADELINKS PRIVATE LIMITED</td></tr><tr><td>Total Amount of Securities Premium Collected</td><td>Rs. 293.70 Lakhs</td></tr></table> <i>The Company may clarify the status of</i>	Sr. No.	1	Financial Year	31-03-2024	Name of the Company	VIDARBHA TRADELINKS PRIVATE LIMITED	Total Amount of Securities Premium Collected	Rs. 293.70 Lakhs	The Third Petitioner Company/ Resulting Company submits that the Company has duly filed Return of Allotment. Further, the Deponent duly authorised hereby submits that the Resulting Company has filed its Income Tax Return for the Assessment Year 2024-2025 disclosing the amount of premium collected. Further, the Petitioner Resulting Company has not received any notice till the affirming of this affidavit from the Income Tax Department and the said Petitioner Resulting Company would continue to exist even after the sanction of the Scheme and that subsequent to the sanction of the Scheme by this Tribunal, if any notices is received from / served by the Income Tax Authorities or any
Sr. No.	1									
Financial Year	31-03-2024									
Name of the Company	VIDARBHA TRADELINKS PRIVATE LIMITED									
Total Amount of Securities Premium Collected	Rs. 293.70 Lakhs									



	<p>filing of return of allotment. Resulting Company shall submit status to this Bench in respect of Income Tax payment on assessment under section 68 of the Income Tax Act, 1961 for the years in which Securities Premium was collected or comments of Income Tax Department may be offered.</p>	<p>proceedings initiated by the Income Tax Authorities for any Assessment Year, the Petitioner Resulting Company undertakes to acknowledge the said notice and will represent itself in the same manner before the said authorities till the conclusion of the proceedings.</p>									
2(k)	<p>As per financial statements as on 31.03.2023 submitted by the Petitioner companies, details of shareholding is as follows:-</p> <table border="1"> <thead> <tr> <th>Petitioner Company</th><th>Name of Shareholder</th><th>% of shares held</th></tr> </thead> <tbody> <tr> <td>ROHIT POLYTEX LIMITED (Demerged Company No.2)</td><td>NISSAN MERCHANDISE PVT. LTD.</td><td>31.67%</td></tr> <tr> <td>VIDARBHA TRADELINKS PRIVATE LIMITED (Resulting Company)</td><td>PROSPEROUS FINANCE SERVICES LTD.</td><td>10.40%</td></tr> </tbody> </table> <p>No Form BEN-2 has been filed by any of the Petitioner Companies as per records available at MCA21 Portal, hence, the Petitioner Companies shall undertake to comply with the provisions of section 90 of the Act r/w. Companies (Significant Beneficial Owners) Amendment Rules, 2019</p>	Petitioner Company	Name of Shareholder	% of shares held	ROHIT POLYTEX LIMITED (Demerged Company No.2)	NISSAN MERCHANDISE PVT. LTD.	31.67%	VIDARBHA TRADELINKS PRIVATE LIMITED (Resulting Company)	PROSPEROUS FINANCE SERVICES LTD.	10.40%	<p>The provisions of section 90 of the Act r/w. Companies (Significant Beneficial Owners) Amendment Rules, 2019 shall not be applicable to Petitioner Demerged Company No.2 i.e., Rohit Polytex Limited and Petitioner Resulting Company i.e., Vidarbha Tradelinks Private Limited.</p> <p>Further, the Deponent duly authorised hereby submits that since no individual is holding majority stake in Nissan Merchandise Private Limited and Prosperous Finance Services Limited, therefore, as per Explanation III of Rule 2 (1) of the Companies (Significant Beneficial Ownership) Rules, 2018 form BEN-2 is not required to be filed by the above said Petitioner Demerged Company No.2 and the</p>
Petitioner Company	Name of Shareholder	% of shares held									
ROHIT POLYTEX LIMITED (Demerged Company No.2)	NISSAN MERCHANDISE PVT. LTD.	31.67%									
VIDARBHA TRADELINKS PRIVATE LIMITED (Resulting Company)	PROSPEROUS FINANCE SERVICES LTD.	10.40%									



including Rule 8 of said Rules, there under and to file Form BEN-2 for declaring name of the significant beneficial owner with concerned ROC.	Petitioner Resulting Company.
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11. The Representative of the Regional Director during the course of final hearing has submitted that the explanations and clarifications given by the Petitioner Companies are found satisfactory and that they have no objection to the Scheme. Further, it is observed that no objector has come before this Tribunal to oppose the Scheme, nor has any party controverted any averments made in the Petition.
12. From the materials available on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law or contrary to public interest/policy.
13. The Income Tax Department will be at liberty to examine the aspect of any tax payable as a result of this Scheme and it shall be open to the Income Tax authorities to take necessary action, if any, as warranted under the applicable provisions of the Income-tax Act, 1961.
14. The Petitioner Companies are directed to file a certified copy of this Order along with a copy of the Scheme of Arrangement with the concerned Registrar of Companies, electronically along with E-Form INC-28, in addition to physical copy within 30 days from the date of receipt of the Order from the Registry of this Tribunal.
15. The Petitioner Companies are further directed to provide a copy of this Order and the Scheme duly authenticated by the Designated Registrar of this Tribunal, with the concerned Superintendent of Stamps, for the purpose of adjudication



of stamp duty payable within 60 days from the date of receipt of certified copy from the Registry of this Tribunal.

16. All authorities concerned to act on a copy of this Order along with the Scheme duly authenticated by the Deputy Registrar of this Tribunal.
17. Any person interested in the above matter is at liberty to apply to this Tribunal for such directions as may be necessary.
18. The Appointed Date of the Scheme is 01.04.2021.
19. Accordingly, the above C.P. (CAA) 52/MB/2025 is allowed and disposed of.

Sd/-

SANJIV DUTT
MEMBER (TECHNICAL)

/LRA-Deepal/

Sd/-

ASHISH KALIA
MEMBER (JUDICIAL)



Certified True Copy _____
Date of Application 18/07/25
Number of Pages 14
Fee Paid Rs. 70/-
Applicant called for collection copy on 11/08/25
Copy prepared on 11/08/2025
Copy Issued on 11/08/25
Poi. H/M
Assistant Registrar
National Company Law Tribunal Mumbai Bench

Annexure H

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SCHEME OF ARRANGEMENT



BETWEEN

BAJAJ EXPORTS PRIVATE LIMITED
(DEMERGED COMPANY NO. 1)

AND

ROHIT POLYTEX LIMITED
(DEMERGED COMPANY NO. 2)

AND

VIDARBHA TRADELINKS PRIVATE LIMITED
(RESULTING COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTION 230 TO 232 OF THE COMPANIES ACT, 2013

A. PREAMBLE

1. **BAJAJ EXPORTS PRIVATE LIMITED** is currently into the business of man power supply apart from that it has also invested its surplus funds into properties such as land and factory building though which it has rental income and further has made deployment of its funds into other investable instrument through two different categories/divisions such as (i) **GENERAL INVESTMENT DIVISION**- through which it has made investment in unquoted securities/shares of companies including investment in Government securities and various quoted/marketable mutual fund units. (ii) **STRATEGIC INVESTMENT DIVISION**- through which it makes investment in quoted/marketable shares of various companies. Through this Composite Scheme of Arrangement, it proposes to demerge its **STRATEGIC INVESTMENT DIVISION** by transferring and vesting the same to **VIDARBHA TRADELINKS PRIVATE LIMITED (RESULTING COMPANY)**.

2. **ROHIT POLYTEX LIMITED** is currently into the business of man power supply apart from that it has also invested its surplus funds into properties such as land and factory building though which it has rental income and further has made deployment of its funds into other investable instrument through two different categories/divisions such as (i) **GENERAL INVESTMENT DIVISION**



For **BAJAJ EXPORTS PVT. LTD.**
DIRECTOR/AUTHORISED SIGNATORY

For **ROHIT POLYTEX LIMITED**
DIRECTOR/AUTHORISED SIGNATORY

For **VIDARBHA TRADELINKS PVT. LTD.**
DIRECTOR/AUTHORISED SIGNATORY



For **BAJAJ EXPORTS PVT. LTD.**
DIRECTOR/AUTHORISED SIGNATORY

For **ROHIT POLYTEX LIMITED**
DIRECTOR/AUTHORISED SIGNATORY

For **VIDARBHA TRADELINKS PVT. LTD.**
DIRECTOR/AUTHORISED SIGNATORY

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through which it has made investment in unquoted securities/shares of companies including investment in Government securities and various quoted/marketable mutual fund units. II) STRATEGIC INVESTMENT DIVISION- through which it makes investment in quoted/marketable shares of various companies. Through this Composite Scheme of Arrangement, it proposes to demerge its STRATEGIC INVESTMENT DIVISION by transferring and vesting the same to VIDARSHA TRADELINKS PRIVATE LIMITED (RESULTING COMPANY).

CONTENTS OF THE SCHEME

Sl. No.	PART	PARTICULARS
1	PART I	BACKGROUND
2	PART II	DEFINITIONS
3	PART III	SHARE CAPITAL
4	PART IV	TRANSFER AND VESTING OF STRATEGIC INVESTMENT DIVISION OF DEMERGED COMPANY NO. 1 TO AND IN THE RESULTING COMPANY.
5	PART V	TRANSFER AND VESTING OF STRATEGIC INVESTMENT DIVISION OF DEMERGED COMPANY NO.2 TO AND IN THE RESULTING COMPANY.
7	PART VI	ACCOUNTING AND TAX TREATMENT
8	PART VII	GENERAL TERMS AND CONDITIONS FOR RESTRUCTURING.



PART-I

BACKGROUND

BAJAJ EXPORTS PRIVATE LIMITED (CIN: U51900MH1972PTC015995) a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at D-5/2 MIDC INDUSTRIAL AREA, NAGPUR- 440028 in the State of Maharashtra (hereinafter referred to as 'BAJAJ EXPORTS' or 'DEMERGED COMPANY No.1'). The shares of the DEMERGED COMPANY No.1 are not listed in any stock exchange.

For BAJAJ EXPORTS PVT. LTD.

[Signature]
DIRECTOR/AUTHORISED SIGNATORY

For ROHIT POLYTEX LIMITED

[Signature]
DIRECTOR/AUTHORISED SIGNATORY

For VIDARSHA TRADELINKS PVT. LTD.

[Signature]
DIRECTOR/AUTHORISED SIGNATORY



For BAJAJ EXPORTS PVT. LTD.

[Signature]
DIRECTOR/AUTHORISED SIGNATORY

For ROHIT POLYTEX LIMITED

[Signature]
DIRECTOR/AUTHORISED SIGNATORY

For VIDARSHA TRADELINKS PVT. LTD.

[Signature]
DIRECTOR/AUTHORISED SIGNATORY

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2. **ROHIT POLYTEX LIMITED** (CIN: U27120MH1971PLC015334) a company incorporated under the provisions of the Companies Act, 1955 and having its Registered Office at D-5/1, MIDC Industrial Area, NAGPUR- 440028 in the State of Maharashtra (hereinafter referred to as '**ROHIT POLYTEX**' or '**DEMERGED COMPANY No.2**'). The shares of the **DEMERGED COMPANY No.2** are not listed in any stock exchange.

3. **VIDARBHA TRADELINKS PRIVATE LIMITED** (CIN: U51900MH1996PTC101077) a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Imambada Road, Nagpur-440018 in the State of Maharashtra (herein after referred to as '**VIDARBHA TRADELINKS**' or '**RESULTING COMPANY**'). Apart from pursuing its main object, **RESULTING COMPANY** has currently deployed its surplus funds in real estate properties including other investable instrument. The shares of the **RESULTING COMPANY** are not listed in any stock exchange.

4. This Scheme of Arrangement provides for the demerger of **DEMERGED DIVISIONS** by the **DEMERGED COMPANIES** into the **RESULTING COMPANY** pursuant to Sections 230 to 232 and other relevant provisions of the Companies Act, 2013 and read together with Companies (Compromises, Arrangements and Amalgamations) Rules 2016.

The Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the said provisions at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) of the Income Tax Act, 1961. Such modification will however not affect other parts of the Scheme. Further the Scheme is also in compliance with the provisions of Section 72A and / or any other applicable provisions of The Income Tax Act, 1961 as applicable for Arrangement.

For **BAJAJ EXPORTS PVT. LTD.**

DIRECTOR/AUTHORISED SIGNATORY

For **ROHIT POLYTEX LIMITED**

DIRECTOR/AUTHORISED SIGNATORY

For **VIDARBHA TRADELINKS PVT. LTD.**

DIRECTOR/AUTHORISED SIGNATORY

For **BAJAJ EXPORTS PVT. LTD.**

DIRECTOR/AUTHORISED SIGNATORY

For **ROHIT POLYTEX LIMITED**

DIRECTOR/AUTHORISED SIGNATORY

For **VIDARBHA TRADELINKS PVT. LTD.**

DIRECTOR/AUTHORISED SIGNATORY

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6. RATIONALE AND PURPOSE FOR THE SCHEME:

- a) The demerger of business of **DEMERGED DIVISIONS** of the **DEMERGED COMPANIES** and transfer and vesting of the same in the **RESULTING COMPANY** will enable the **RESULTING COMPANY** to more focus on demerged divisions. The **DEMERGED COMPANIES** will also gain from the demerger since it can focus more on remaining activities.
- b) As part of an overall scheme of Arrangement, the management of the **DEMERGED COMPANIES** and **RESULTING COMPANY** has concurred on a plan whereby **DEMERGED DIVISIONS** of the **DEMERGED COMPANIES** will be demerged to and vested with the **RESULTING COMPANY**.
- c) The management of the **DEMERGED COMPANIES** is of the opinion that the arrangement will enable it to lend greater focus to the operations of remaining business in the undertaking.
- d) The management of the **RESULTING COMPANY** is of the opinion that the arrangement will provide greater capacity and better utilisation of its resources. The arrangement will also enable it to consolidate its business by restructuring and reorganising its business activities and capital structure.
- e) Thus the present scheme of arrangement would involve transfer on a going concern basis, of the **DEMERGED DIVISIONS** of **DEMERGED COMPANIES** to **RESULTING COMPANY** and in consideration thereof the **RESULTING COMPANY** will issue equity shares to the shareholders of the **DEMERGED COMPANIES** pursuant to Section 232 and the other relevant provisions of the Companies Act, 2013.
- f) Post this restructuring both the **DEMERGED COMPANIES** and the **RESULTING COMPANY** are expected to be better poised for meeting future growth opportunities, gain the advantage of cost savings and improvement of their earning potential.
- g) The Board of Directors of the **RESULTING COMPANY** and **DEMERGED COMPANIES** are of the opinion that the restructuring involving demerger would benefit their shareholders, creditors, employees, the companies concerned.



For **BAJAJ EXPORTS PVT. LTD.**

DIRECTOR/AUTHORISED SIGNATORY

For **ROHIT POLYTEX LIMITED**

DIRECTOR/AUTHORISED SIGNATORY

For **VIDARBHA TRADELINKS PVT. LTD.**

DIRECTOR/AUTHORISED SIGNATORY

For **BAJAJ EXPORTS PVT. LTD.**

DIRECTOR/AUTHORISED SIGNATORY

For **ROHIT POLYTEX LIMITED**

DIRECTOR/AUTHORISED SIGNATORY

For **VIDARBHA TRADELINKS PVT. LTD.**

DIRECTOR/AUTHORISED SIGNATORY

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PART - II
DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning:

- a) **"ACT" or "THE ACT"** means the Companies Act, 2013 including any statutory modifications, re-enactments or amendments thereof.
- b) **"APPOINTED DATE" or "TRANSFER DATE"** - For the purpose of this Scheme and for Income Tax Act, 1961, the **"APPOINTED DATE"** means 1st April, 2021.
- c) **"BOARD OF DIRECTORS" or "BOARD"** means the board of directors of the DEMERGED COMPANIES and the RESULTING COMPANY, as the case may be, and shall include a duly constituted committee thereof;
- d) **"DEMERGED COMPANY NO.1" or "BAJAJ EXPORTS"** means **BAJAJ EXPORTS PRIVATE LIMITED** (CIN: U51900MH1972PTC015995) a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at D-5/2 MIDC INDUSTRIAL AREA, NAGPUR-440028 in the State of Maharashtra.
- e) **"DEMERGED COMPANY NO.2" or "ROHIT POLYTEX"** **ROHIT POLYTEX LIMITED** (CIN: U27120MH1971PLC015334) a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at D-5/1, MIDC Industrial Area, NAGPUR-440028 in the State of Maharashtra.
- f) **"DEMERGED COMPANIES"** means and includes DEMERGED COMPANY NO. 1 and DEMERGED COMPANY NO. 2.
- g) **"DEMERGED DIVISIONS"** means and includes the **STRATEGIC INVESTMENT DIVISION** of the DEMERGED COMPANY NO. 1 and the **STRATEGIC INVESTMENT DIVISION** of the DEMERGED COMPANY NO. 2.
- h) **"EFFECTIVE DATE"** means the last of the dates on which the certified or authenticated copy of the order of Hon'ble National Company Law Tribunal sanctioned.



For BAJAJ EXPORTS PVT. LTD.

DIRECTOR/AUTHORISED SIGNATORY

For ROHIT POLYTEX LIMITED

DIRECTOR/AUTHORISED SIGNATORY

For VIDARSHA TRADELINKS PVT. LTD.

DIRECTOR/AUTHORISED SIGNATORY

For BAJAJ EXPORTS PVT. LTD.

DIRECTOR/AUTHORISED SIGNATORY

For ROHIT POLYTEX LIMITED

DIRECTOR/AUTHORISED SIGNATORY

For VIDARSHA TRADELINKS PVT. LTD.

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Scheme are filed with the Registrar of Companies by the Demerged Companies and by the Resulting Company. Any references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date.

- i) **"GOVERNMENTAL AUTHORITY"** means any applicable central, state or local Government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India;
- j) **"RECORD DATE"** means the date to be fixed by the Board of Directors of the RESULTING COMPANY for the purpose of determining the names of the equity shareholders of the Demerged Companies as applicable, who shall be entitled to shares of the RESULTING COMPANY upon coming into effect of this Scheme;
- k) **"REMAINING UNDERTAKING"** means all the undertakings, businesses, activities, and operations of the DEMERGED COMPANIES other than those comprised in the **STRATEGIC INVESTMENT DIVISION** of the DEMERGED COMPANIES and includes:
- i. All legal, taxation or other proceedings whether civil or criminal (including those before any statutory or quasi-judicial authority or tribunal) by or against the DEMERGED COMPANIES under any statute, whether pending on the Transfer Date or which may be instituted at any time thereafter, and in each case relating to the REMAINING UNDERTAKING (including those relating to any property, right, power, liability, obligation or duties of the DEMERGED COMPANIES in respect of the REMAINING UNDERTAKING) shall be continued and enforced by or against the DEMERGED COMPANIES after the Effective Date. The RESULTING COMPANY shall not be responsible or liable in relation to any such legal, taxation or other proceeding against the DEMERGED COMPANIES which relate to the REMAINING UNDERTAKING.



For BAJAJ EXPORTS PVT. LTD.

DIRECTOR/AUTHORISED SIGNATORY

For ROHIT POLYTEX LIMITED

DIRECTOR/AUTHORISED SIGNATORY

For VIDARBHA TRADELINKS PVT. LTD.

DIRECTOR/AUTHORISED SIGNATORY



For BAJAJ EXPORTS PVT. LTD.

DIRECTOR/AUTHORISED SIGNATORY

For ROHIT POLYTEX LIMITED

DIRECTOR/AUTHORISED SIGNATORY

For VIDARBHA TRADELINKS PVT. LTD.

DIRECTOR/AUTHORISED SIGNATORY

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II. If proceedings are taken against the **RESULTING COMPANY** in respect of the matters referred to in sub-clause (i) above, it shall defend the same in accordance with the advice of the **DEMERGED COMPANIES** and at the cost of the **DEMERGED COMPANIES**, and the latter shall reimburse and indemnify the **RESULTING COMPANY** in respect thereof.

III. With effect from the Transfer Date and up to and including the Effective Date:

- (i) All profits accruing to the **DEMERGED COMPANIES** thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the **REMAINING UNDERTAKING** shall, for all purposes, be treated as the profits or losses, as the case may be, of the **DEMERGED COMPANIES**; and
- (ii) All assets and properties acquired by the **DEMERGED COMPANIES** in relation to the **REMAINING UNDERTAKING** on and after the **TRANSFER DATE** shall belong to and continue to remain vested in the **DEMERGED COMPANIES**.

"**RESULTING COMPANY**" or "**VIDARBHA**" means **VIDARBHA TRADELINKS PRIVATE LIMITED** (CIN: U51900MH1996PTC101077) a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Inambada Road, Nagpur- 440018 in the State of Maharashtra.

m) "**SCHEME**" or "**THE SCHEME**" or "**THIS SCHEME**" means this Scheme of Arrangement drawn pursuant to Section 232 of the Companies Act, 2013, in its present form submitted to the Hon'ble National Company Law Tribunal Bench at Mumbai with or without any modification(s) made in terms of clause 3 of Part VIII of this Scheme.

n) "**STRATEGIC INVESTMENT DIVISION**" or "**DEMERGED DIVISION**" means the **DIVISION** through which the investment in quoted/marketable shares of various companies of the **DEMERGED COMPANY NO. 1** and shall



For **BAJAJ EXPORTS PVT. LTD.**

DIRECTOR/AUTHORISED SIGNATORY

For **ROHIT POLYTEX LIMITED**

DIRECTOR/AUTHORISED SIGNATORY

For **VIDARBHA TRADELINKS PVT. LTD.**

DIRECTOR/AUTHORISED SIGNATORY

For **BAJAJ EXPORTS PVT. LTD.**

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For **ROHIT POLYTEX LIMITED**

DIRECTOR/AUTHORISED SIGNATORY

For **VIDARBHA TRADELINKS PVT. LTD.**

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mean all the Assets and Liabilities of the **DEMERGED COMPANY NO. 1** pertaining to such undertaking and shall include all business activities and operations pertaining to such division comprising:

- i. all properties and assets including all brands, logos & trademarks, moveable and immoveable, real and personal, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, where so ever situate as on the Transfer Date as appears in the books of account of the **DEMERGED COMPANY NO. 1** and pertaining to the **STRATEGIC INVESTMENT DIVISION** together with the benefit of all contracts and engagements and all books, papers and documents and records relating to the said **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO. 1**.
- ii. all debts (whether secured or unsecured) including common/multipurpose borrowing, liabilities, duties and obligations of the **DEMERGED COMPANY NO. 1** of every kind, nature and description whatsoever pertaining to and/or arising out of the **STRATEGIC INVESTMENT DIVISION**, including liabilities on account of secured and unsecured loans, sundry creditors, bonus, gratuity and other taxation and contingent liabilities pertaining to the **STRATEGIC INVESTMENT DIVISION**;
- iii. All agreements, rights, contracts, entitlements, permits, certificates, licenses, approvals, consents, engagements, memberships, arrangements and all other privileges and benefits of every kind, incentives under State & Central Governments of any kind, nature and description whatsoever relating to the business, activities, and operations pertaining to **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO. 1**.
- iv. All Intellectual property, records, files, papers and documents, relating to the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO. 1**.



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INVESTMENT DIVISION of the **DEMERGED COMPANY NO. 1.**

v. All the employees of the **DEMERGED COMPANY NO. 1** engaged in or in relation to the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO. 1.**

o) "**STRATEGIC INVESTMENT DIVISION**" or "**DEMERGED DIVISION**" means the **DIVISION** through which it makes investment in quoted/marketable shares of various companies of the **DEMERGED COMPANY NO. 2** and shall mean all the Assets and Liabilities of the **DEMERGED COMPANY NO. 2** pertaining to such undertaking and shall include all business activities and operations pertaining to such division comprising;

i. all properties and assets including all brands, logos & trademarks, moveable and immovable, real and personal, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, where so ever situate as on the Transfer Date as appears in the books of account of the **DEMERGED COMPANY NO. 2** and pertaining to the **STRATEGIC INVESTMENT DIVISION** together with the benefit of all contracts and engagements and all books, papers and documents and records relating to the said **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO. 2.**

ii. all debts (whether secured or unsecured) including common/multipurpose borrowing, liabilities, duties and obligations of the **DEMERGED COMPANY NO. 2** of every kind, nature and description whatsoever pertaining to and/or arising out of the **STRATEGIC INVESTMENT DIVISION**, including liabilities on account of secured and unsecured loans, sundry creditors, bonus, gratuity and other taxation and contingent liabilities pertaining to the **STRATEGIC INVESTMENT DIVISION;**

iii. All agreements, rights, contracts, entitlements, permits, certificates, licences, approvals, consents,



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engagements, memberships, arrangements and all other privileges and benefits of every kind, incentives under State & Central Governments of any kind, nature and description whatsoever relating to the business, activities, and operations pertaining to **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO. 2.**

- iv. All intellectual property, records, files, papers, data and documents, relating to the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO. 2.**
- v. All the employees of the **DEMERGED COMPANY NO. 2** engaged in or in relation to the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO. 2.**

p) **"THE TRIBUNAL"** or **"THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL"** shall mean the Hon'ble National Company Law Tribunal, Mumbai Bench.

q) All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, and other applicable laws, rules, regulations and byelaws, as the case may be, or any statutory amendment(s) or re-enactment thereof, for the time being in force.

The words importing the singular shall include the plural and words importing any gender shall include every gender.



PART - III

SHARE CAPITAL

A. DEMERGED COMPANY NO.1:

The authorized, subscribed and paid-up share capital of **DEMERGED COMPANY NO.1** as on March 31st, 2021 under:

Particulars	Amount (In Rs.)
AUTHORISED SHARE CAPITAL	
25,000 Equity Shares of Rs. 100/- each	25,00,000



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TOTAL	25,00,000
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
20,000 Equity Shares of Rs. 100/- each fully paid-up	20,00,000
TOTAL	20,00,000

8. **DEMERGED COMPANY NO.2:**

The authorized, subscribed and paid-up share capital of the **DEMERGED COMPANY NO.2** as on March 31st, 2021 was as under:

Particulars	Amount (in Rs.)
AUTHORISED SHARE CAPITAL	
4,00,000 Equity Shares of Rs. 10/- each	40,00,000
1,00,000 Preference Shares of Rs. 10/- each	10,00,000
TOTAL	50,00,000
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
1,20,000* Equity Shares of Rs. 10/- each fully paid-up	12,00,000
TOTAL	12,00,000

****Note-** 4,000 Equity Shares are held by Demerged Company No.



RESULTING COMPANY:

The authorized, subscribed and paid-up share capital of the **RESULTING COMPANY** as on March 31st, 2021 was as under:

Particulars	Amount (in Rs.)
AUTHORISED SHARE CAPITAL	
20,00,000 Equity Shares of Rs. 10/- each	2,00,00,000
2,50,000 Preference Shares of Rs. 10/- each	25,00,000
TOTAL	2,25,00,000
ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL	
12,42,000** Equity Shares of Rs. 10/- each	1,24,20,000
1,00,000 Preference Shares of Rs. 10/- each	10,00,000
TOTAL	1,34,20,000



For **BAJAJ EXPORTS PVT. LTD.**

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For **VIDARESHA TRADELINKS PVT. LTD.**

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For **ROHIT POLYTEX LIMITED**

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For **VIDARESHA TRADELINKS PVT. LTD.**

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DEMERGED COMPANY NO.1 shall, without any further act or deed be and shall stand transferred to the **RESULTING COMPANY**, and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and shall be exercised by or against the **RESULTING COMPANY** as if it had entered into such loans or incurred such borrowings and the **RESULTING COMPANY** undertakes to meet, discharge and satisfy the same.

- a. The liabilities which directly and specifically arise out of the activities or operations of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1**.
 - b. Specific loans or borrowings raised, if any, and incurred and utilized solely for the activities or operations of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1**.
4. It is clarified that all assets and liabilities of **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1** shall be transferred to the **RESULTING COMPANY** at values appearing in the Books of Accounts of the **DEMERGED COMPANY NO.1** which is set forth in the closing Balance Sheet of the **DEMERGED COMPANY NO.1** as at the close of business hours on the date immediately preceding the Transfer Date. However, a list containing the assets and liabilities pertaining to the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1** drawn from the books of accounts and other records maintained by the **DEMERGED COMPANY NO.1** is enclosed with this Scheme and marked as **ANNEXURE "A"** hereto.



CHARGES EXISTING OF STRATEGIC INVESTMENT DIVISION

5. All Charges created and any encumbrances existing in relation to the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1** as on the Appointed Date or created after the appointed date in relation to **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1** shall stand transferred to and will be enforced against the **RESULTING COMPANY** as if the **RESULTING COMPANY** has created the



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said charges or encumbrances. The **DEMERGED COMPANY NO.1** shall liaison with the charge holder for shifting of charge from the **DEMERGED COMPANY NO.1** to the **RESULTING COMPANY**. The Lenders, Demerged Company, Resulting Company will act jointly for release of charge in favour of the Demerged Company and for creation of fresh charge by the Resulting Company in favour of the Lenders.

EMPLOYEES OF DEMERGED DIVISION:

6. Upon transfer of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1** to the **RESULTING COMPANY** taking place, as provided herein, the **RESULTING COMPANY** undertakes to engage, on and from the date on which this Scheme becomes operative, all permanent employees of the **DEMERGED COMPANY NO.1** engaged in the **STRATEGIC INVESTMENT DIVISION** on the same terms and conditions on which they are engaged by the **DEMERGED COMPANY NO.1** without any interruption of service as a result of the transfer of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1** to the **RESULTING COMPANY**. The **RESULTING COMPANY** agrees that the services of all such employees with the **DEMERGED COMPANY NO.1** prior to the transfer of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1** to the **RESULTING COMPANY** shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits.

LEGAL PROCEEDINGS

7. All legal or other proceedings by or against the **DEMERGED COMPANY NO.1** pending on the Transfer Date and relating to the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1** shall be continued and enforced by or against the **RESULTING COMPANY**.
8. All inter unit balances, if any, balances standing in the books of accounts of the **DEMERGED COMPANY NO.1** pertaining to the

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STRATEGIC INVESTMENT DIVISION shall continue to remain with the **DEMERGED COMPANY NO.1** and shall be repaid by the **RESULTING COMPANY** or the **DEMERGED COMPANY NO.1** in a manner and on terms and conditions as may be agreed by and between the Board of Directors of the **DEMERGED COMPANY NO.1** and the **RESULTING COMPANY**.

9. With effect from the Transfer Date and up to and including the Date on which this Scheme becomes operative:

a) The **DEMERGED COMPANY NO. 1** undertakes to carry on the business of the **STRATEGIC INVESTMENT DIVISION** in the ordinary course of business and the **DEMERGED COMPANY NO.1** shall be deemed to have carried on and to be carrying on all business and activities relating to the **STRATEGIC INVESTMENT DIVISION** for and on account of and on behalf of the **RESULTING COMPANY**.

b) All profits accruing to the **DEMERGED COMPANY NO.1** or losses arising or incurred by it relating to the **STRATEGIC INVESTMENT DIVISION** for the period falling on and after the Transfer Date shall, for all purposes, be treated as the profits or losses, as the case may be of the **RESULTING COMPANY** and the **DEMERGED COMPANY** undertakes not to utilize the profits, if any relating to the **STRATEGIC INVESTMENT DIVISION** for the purpose of declaring or paying any dividend in respect of the period falling after the Transfer Date.

The transfer and vesting of the properties, liabilities, etc. of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1** under clauses 1 to 6 hereof and the continuance of the proceedings by or against the **RESULTING COMPANY** under clause 7 hereof shall not effect any transaction or proceeding already completed by the **DEMERGED COMPANY NO.1** on and after the **TRANSFER DATE** and prior to this Scheme becoming operative to the end and intent that the **RESULTING COMPANY** accepts all acts, deeds and things done and executed by and/or on behalf of the **DEMERGED COMPANY**.



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For **RONIT POLYTEX LIMITED**

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For **VIDARBHA TRADELINKS PVT. LTD.** 15

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For **VIDARBHA TRADELINKS PVT. LTD.**

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NO.1 as acts deeds and things done and executed by and on behalf of the **RESULTING COMPANY**.

11. Subject to other provisions of this Scheme all contracts, deeds, bonds, agreements, Insurance policies and other Instruments of whatsoever nature relating to the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1** to which the **DEMERGED COMPANY NO.1** is a party subsisting or having effect even before this Scheme becomes operative shall be in full force and effect against or in favour of the **RESULTING COMPANY** and may be enforced as fully and effectually as if, instead of the **DEMERGED COMPANY NO.1**, the **RESULTING COMPANY** had, at all material times, been a party thereto.

12. Upon the Scheme becoming operative and the transfer and vesting of **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1**, taking place pursuant to Clause hereof, in consideration of such transfer:

The **RESULTING COMPANY** shall, without further application, issue and allot to all those who are shareholders of the **DEMERGED COMPANY NO.1** as on the **RECORD DATE** fixed by the **DEMERGED COMPANY NO.1**, 115 (One Hundred Fifteen) Equity Share of Rs.100/- each in the **RESULTING COMPANY**, credited as fully paid up for every 3 (Three) Equity Shares of Rs.100/- each fully paid up held by them in the **DEMERGED COMPANY NO.1**.

13. The **RESULTING COMPANY** shall allot equity shares pursuant to the Scheme to the shareholders of the **DEMERGED COMPANY NO.1** in physical form.

14. All the Equity Shares to be issued and allotted to the Equity Shareholders of the **DEMERGED COMPANY NO.1**, under Clause 12 above shall be subject to the provisions of the Memorandum and Articles of Association of the **RESULTING COMPANY**, shall rank pari-passu in all respects with the existing Equity Shares of the **RESULTING COMPANY**.



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15. The Equity shares held by the **DEMERGED COMPANY NO.1** in the shareholding of the **RESULTING COMPANY** which forms part of the demerged division and would be cancelled after coming into effect of the Scheme. However such cancellation would be given effect simultaneously in allotment of shares to shareholder of the **DEMERGED COMPANY NO.1** by the **RESULTING COMPANY** and cancellation of shares of the **RESULTING COMPANY**.

FRACTIONAL ENTITLEMENTS

16. Fractional shares, if any, resulting in the process of allotment of shares by the Resulting Company to the Shareholders of the Demerged Company No.1 involved in the Arrangement based on the Swap Ratio, such fractional shares shall be rounded off to the next higher Integer and the Resulting Company shall accordingly allot shares to those shareholders who become entitled to fractional shares;
17. The **RESULTING COMPANY**, if necessary shall increase its Authorised Share Capital to the extent required to accommodate the shares to be allotted as per clause 12 above.

DISSENTING SHAREHOLDER:

18. In the event any shareholder dissents with the Scheme of Arrangement then the Board of Directors of the **DEMERGED COMPANY NO.1** shall authorize any one or more Director who shall buy out the entire shareholding of such dissenting shareholder of the **DEMERGED COMPANY NO.1** as well as that of the **RESULTING COMPANY**.

For the purposes of this Scheme, a Statement of Account as on the date preceding the Transfer Date shall be drawn up in respect of the Assets and Liabilities of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.1**, to be vested in the **RESULTING COMPANY** as per this Scheme. Such Statement of Account shall be drawn up on the basis of accounts of the **DEMERGED COMPANY NO.1**, relating to **STRATEGIC INVESTMENT DIVISION**. The assets and liabilities shall be taken at their respective book values as appearing in the books of account of the **DEMERGED COMPANY NO.1**, without any revaluation and shall be incorporated in the



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books of account of the **RESULTING COMPANY** at the said values.

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PART - V

**TRANSFER AND VESTING OF STRATEGIC INVESTMENT
DIVISION OF THE DEMERGED COMPANY NO.2 TO AND IN
THE RESULTING COMPANY**

1. With effect from the Appointed/Transfer Date, the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2** shall, pursuant to Section 232 of the Act and without any further act, deed, matter or thing, be transferred to and vest in or be deemed to have been transferred to and vested in the **RESULTING COMPANY** on going concern basis for all the estate and interest of the **DEMERGED COMPANY NO.2** therein subject to existing charges, liens, liens, mortgages and encumbrances, if any affecting the same or any part thereof.
2. All debts, liabilities, duties and obligations of the **DEMERGED COMPANY NO.2** relating to the **STRATEGIC INVESTMENT DIVISION** as on the close of business on the day immediately preceding the Transfer Date, and all other debts, liabilities, duties and obligations of the **DEMERGED COMPANY NO.2** relating to the **STRATEGIC INVESTMENT DIVISION** which may accrue or arise from the Transfer Date but which relate to the period up to the day immediately preceding the **TRANSFER DATE** shall become the debts, liabilities, duties and obligations of the **RESULTING COMPANY** and the **RESULTING COMPANY** undertakes to meet, discharge and satisfy the same to the exclusion of the **DEMERGED COMPANY NO.2** and to keep the **DEMERGED COMPANY NO.2** indemnified at all times from and against all such debts, liabilities, duties and obligations and from and against all actions, demands and proceedings in respect thereof.
3. It is clarified that, upon the coming into effect of the Scheme, the following liabilities and obligations of the **DEMERGED COMPANY NO.2** as on the **TRANSFER DATE** and being a part of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2** shall, without any further act or



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For **ROHIT POLYTEX LIMITED**

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For **VIDARBHA TRADELINKS PVT. LTD.**

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For **ROHIT POLYTEX LIMITED**

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For **VIDARBHA TRADELINKS PVT. LTD.**

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deed be and shall stand transferred to the **RESULTING COMPANY**, and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and shall be exercised by or against the **RESULTING COMPANY** as if it had entered into such loans or incurred such borrowings and the **RESULTING COMPANY** undertakes to meet, discharge and satisfy the same.

a. The liabilities which directly and specifically arose out of the activities or operations of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2**.

b. Specific loans or borrowings raised, if any, and incurred and utilized solely for the activities or operations of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2**.

4. It is clarified that all assets and liabilities of **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2** shall be transferred to the **RESULTING COMPANY** at values appearing in the Books of Accounts of the **DEMERGED COMPANY NO.2** which is set forth in the closing Balance Sheet of the **DEMERGED COMPANY NO.2** as at the close of business hours on the date immediately preceding the Transfer Date. However, a list containing the assets and liabilities pertaining to the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2** drawn from the books of accounts and other records maintained by the **DEMERGED COMPANY NO.2** is enclosed with this Scheme and marked as **ANNEXURE "B"** hereto.

CHARGES EXISTING OF STRATEGIC INVESTMENT DIVISION

5. All Charges created and any encumbrances existing in relation to the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2** as on the Appointed Date or created after the appointed date in relation to **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2** shall stand

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transferred to and will be enforced against the **RESULTING COMPANY** as if the **RESULTING COMPANY** has created the said charges or encumbrances. The **DEMERGED COMPANY NO.2** shall liaise with the charge holder for shifting of charge from the **DEMERGED COMPANY NO.2** to the **RESULTING COMPANY**. The Lenders, Demerged Company, Resulting Company will act jointly for release of charge in favour of the Demerged Company and for creation of fresh charge by the Resulting Company in favour of the Lenders.

EMPLOYEES OF DEMERGED DIVISION:

6. Upon transfer of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2** to the **RESULTING COMPANY** taking place, as provided herein, the **RESULTING COMPANY** undertakes to engage, on and from the date on which this Scheme becomes operative, all permanent employees of the **DEMERGED COMPANY NO.2** engaged in the **STRATEGIC INVESTMENT DIVISION** on the same terms and conditions on which they are engaged by the **DEMERGED COMPANY NO.2** without any interruption of service as a result of the transfer of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2** to the **RESULTING COMPANY**. The **RESULTING COMPANY** agrees that the services of all such employees with the **DEMERGED COMPANY NO.2** prior to the transfer of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2** to the **RESULTING COMPANY** shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits.

LEGAL PROCEEDINGS

7. All legal or other proceedings by or against the **DEMERGED COMPANY NO.2** pending on the Transfer Date and relating to the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2** shall be continued and enforced by or against the **RESULTING COMPANY**.



For **BAJAJ EXPORTS PVT. LTD.**

[Signature]
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For **ROHIT POLYTEX LIMITED**

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DIRECTOR/AUTHORISED SIGNATORY

For **VIDARSHA TRADING PVT. LTD.**

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DIRECTOR/AUTHORISED SIGNATORY

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For **ROHIT POLYTEX LIMITED**

[Signature]
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For **VIDARSHA TRADING PVT. LTD.**

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8. All inter unit balances, if any, balances standing in the books of accounts of the **DEMERGED COMPANY NO.2** pertaining to the **STRATEGIC INVESTMENT DIVISION** shall continue to remain with the **DEMERGED COMPANY NO.2** and shall be repaid by the **RESULTING COMPANY** or the **DEMERGED COMPANY NO.2** in a manner and on terms and conditions as may be agreed by and between the Board of Directors of the **DEMERGED COMPANY NO.2** and the **RESULTING COMPANY**.

9. With effect from the Transfer Date and up to and including the Date on which this Scheme becomes operative:

a) The **DEMERGED COMPANY NO. 2** undertakes to carry on the business of the **STRATEGIC INVESTMENT DIVISION** in the ordinary course of business and the **DEMERGED COMPANY NO.2** shall be deemed to have carried on and to be carrying on all business and activities relating to the **STRATEGIC INVESTMENT DIVISION** for and on account of and on behalf of the **RESULTING COMPANY**.

b) All profits accruing to the **DEMERGED COMPANY NO.2** and losses arising or incurred by it relating to the **STRATEGIC INVESTMENT DIVISION** for the period falling on and after the Transfer Date shall, for all purposes, be treated as the profits or losses, as the case may be of the **RESULTING COMPANY** and the **DEMERGED COMPANY NO.2** undertakes not to utilize the profits, if any relating to the **STRATEGIC INVESTMENT DIVISION** for the purpose of declaring or paying any dividend in respect of the period falling after the Transfer Date.

The transfer and vesting of the properties, liabilities, etc. of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2** under clauses 1 to 6 hereof and the continuance of the proceedings by or against the **RESULTING COMPANY** under clause 7 hereof shall not affect any transaction or proceeding already completed by the **DEMERGED COMPANY NO.2** on and after the **TRANSFER DATE** and prior to this Scheme becoming operative to the end and intent that the **RESULTING COMPANY** accepts all acts,



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For **VIDARSHA TRADELINKS PVT. LTD.**

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DIRECTOR/AUTHORISED SIGNATORY

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deeds and things done and executed by and/or on behalf of the **DEMERGED COMPANY NO.2** as bts deeds and things done and executed by and on behalf of the **RESULTING COMPANY**.

11. Subject to other provisions of this Scheme all contracts, deeds, bonds, agreements, insurance policies and other instruments of whatsoever nature relating to the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2** to which the **DEMERGED COMPANY NO.2** is a party subsisting or having effect even before this Scheme becomes operative shall be in full force and effect against or in favour of the **RESULTING COMPANY** and may be enforced as fully and effectually as if, instead of the **DEMERGED COMPANY NO.2**, the **RESULTING COMPANY** had, at all material times, been a party thereto.
12. Upon the Scheme becoming operative and the transfer of the vesting of **STRATEGIC INVESTMENT DIVISION** **DEMERGED COMPANY NO.2**, taking place pursuant to Clause 1 hereof, in consideration of such transfer:

The **RESULTING COMPANY** shall, without further application, issue and allot to all those who are Equity shareholders of the **DEMERGED COMPANY NO.2** as on the **RECORD DATE** fixed by the **DEMERGED COMPANY NO.2**, 1 (One) Equity Share of Rs.10/- each in the **RESULTING COMPANY**, credited as fully paid up for every 9 (Nine) Equity Shares of Rs.10/- each fully paid up held by them in the **DEMERGED COMPANY NO.2**.

The **RESULTING COMPANY** shall allot equity shares pursuant to the Scheme to the shareholders of the **DEMERGED COMPANY NO.2** in physical form.

14. All the Equity Shares to be issued and allotted to the Equity Shareholders of the **DEMERGED COMPANY NO.2**, under Clause 12 above shall be subject to the provisions of the Memorandum and Articles of Association of the **RESULTING COMPANY**, shall rank pari-passu in all respects with the existing Equity Shares of the **RESULTING COMPANY**.

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DIRECTOR/AUTHORISED SIGNATORY

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15. The Equity shares held by the **DEMERGED COMPANY NO.2** in the shareholding of the **RESULTING COMPANY** which forms part of the demerged division and would be cancelled after coming into effect of the Scheme. However such cancellation would be given effect simultaneously in allotment of shares to shareholder of the **DEMERGED COMPANY NO.2** by the **RESULTING COMPANY** and cancellation of shares of the **RESULTING COMPANY**.

FRACTIONAL ENTITLEMENTS

16. Fractional shares, if any, resulting in the process of allotment of shares by the Resulting Company to the Shareholders of the Demerged Company No.2 involved in the Arrangement based on the Swap Ratio, such fractional shares shall be rounded off to the next higher integer and the Resulting Company shall accordingly allot shares to those shareholders who become entitled to fractional shares;
17. The **RESULTING COMPANY**, if necessary shall increase its Authorized Share Capital to the extent required to accommodate the shares to be allotted as per clause 12 above.

DISSENTING SHAREHOLDER:

18. In the event any shareholder dissents with the Scheme of Arrangement then the Board of Directors of the **DEMERGED COMPANY NO.2** shall authorize any one or more Director who shall buy out the entire shareholding of such dissenting shareholder of the **DEMERGED COMPANY NO.2** as well as that of the **RESULTING COMPANY**.
19. For the purposes of this Scheme, a Statement of Account as on the date preceding the Transfer Date shall be drawn up in respect of the Assets and Liabilities of the **STRATEGIC INVESTMENT DIVISION** of the **DEMERGED COMPANY NO.2**, to be vested in the **RESULTING COMPANY** as per this Scheme. Such Statement of Account shall be drawn up on the basis of accounts of the **DEMERGED COMPANY NO.2**, relating **STRATEGIC INVESTMENT DIVISION**. The assets and liabilities shall be taken at their respective book values as appearing in the books of account of the **DEMERGED COMPANY NO.2**, without any revaluation and shall be incorporated in the



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books of account of the **RESULTING COMPANY** at the said values.

PART VI

ACCOUNTING AND TAX TREATMENT

A. ACCOUNTING TREATMENT

IN THE BOOKS OF DEMERGED COMPANIES:

- (i) Upon coming into effect of the Scheme, with effect from the **TRANSFER DATE**, the accounts representing the assets and liabilities those relate to **DEMERGED DIVISIONS** of the **DEMERGED COMPANIES** as laid out in 'Annexure-A' & 'Annexure-B' shall stand closed on transfer to the **RESULTING COMPANY**.
- (ii) The assets and liabilities of the **DEMERGED DIVISIONS** being transferred to the **RESULTING COMPANY** shall be at values appearing in books of account of **DEMERGED COMPANIES** on the Appointed date. Accordingly, the **DEMERGED COMPANIES** will reduce the book value of assets and liabilities pertaining to the **DEMERGED DIVISION** transferred to the **RESULTING COMPANY**.
- (iii) The difference between the Book Value of the assets and liabilities of **DEMERGED DIVISIONS** of the **DEMERGED COMPANIES** transferred to the **RESULTING COMPANY** under the Scheme shall be adjusted in Reserves Account of the Demerged Company.
- Subject to provisions of this Scheme, the Demerged Companies shall abide by the applicable Accounting Standard issued by The Institute of the Chartered Accountants of India (ICAI) and as per Section 133 of the Act.

IN THE BOOKS OF RESULTING COMPANY:

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For **VIDARBHA TRADELINKS PVT. LTD.**

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For **VIDARBHA TRADELINKS PVT. LTD.**

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- i. Upon coming into effect of the Scheme and upon the arrangement becoming effective, the **RESULTING COMPANY** shall record the assets and liabilities comprised in the demerged division of the **DEMERGED COMPANIES** transferred and vested in the **RESULTING COMPANY** at their book values thereof appearing in the books of accounts of the **DEMERGED COMPANIES** as on the date immediately preceding the Transfer Date.
- II. The **RESULTING COMPANY** shall credit their Share Capital Account with the aggregate face value of the new equity shares issued to the Shareholders of the **DEMERGED COMPANIES** pursuant to the clause 12 of part IV of the Scheme as applicable.
- III. The shares held by the **DEMERGED COMPANIES** in the **RESULTING COMPANY** on the Effective Date shall be cancelled and the amount of such investment cancelled shall be adjusted to Reserve Account, if any.
- iv. The excess or deficit, if any after recording the aforesaid entries shall be treated by the **RESULTING COMPANY** in accordance with the applicable accounting standard issued by the Institute of Chartered Accountants of India and other generally accepted accounting principles.

TAX TREATMENT

Any tax liabilities/benefits under the Income Tax Act, 1961 or other applicable laws/ regulations dealing with taxes/duties levied (hereinafter in this clause referred to as "Tax Laws") allocable or related to the respective **DEMERGED DIVISIONS** of the **DEMERGED COMPANIES** to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed date shall be transferred to the **RESULTING COMPANY**

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the provision for taxation/ duties/ levies account including advance tax and TDS as on the date immediately preceding the Transfer Date will also be transferred to the account of RESULTING COMPANY.

PART VII

GENERAL TERMS AND CONDITIONS FOR RESTRUCTURING

1. **VALIDITY OF EXISTING RESOLUTIONS, ETC.**

Upon the coming into effect of this Scheme, the resolutions, if any, of the Demerged Companies, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the RESULTING COMPANY and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits related to the demerged division shall be added to the limits, if any, under like resolutions passed by the RESULTING COMPANY and shall constitute the aggregate of the said limits in the RESULTING COMPANY.

2. **COMPROMISE WITH CREDITORS/ CORPORATE DEBT RESTRUCTURING ETC:**

- a) The Scheme does not contain or provide for any compromise with the creditors of the **DEMERGED COMPANIES** and the **RESULTING COMPANY**.
- b) The Scheme has not been drawn to accommodate any corporate debt restructuring.
- c) The Scheme also does not come under the purview of the Competition Commission of India.

3. **MODIFICATION OF SCHEME**

- a) Subject to approval of the Hon'ble National Company Law Tribunal, the **DEMERGED COMPANIES** and the **RESULTING COMPANY** by their respective Board of Directors may assent to, or make, from time to time, any modification(s) or addition(s) to this Scheme which the Hon'ble National Company Law Tribunal or any



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authorities under law may deem fit to approve of or may impose and which the Board of Directors of the **DEMERGED COMPANIES** and the **RESULTING COMPANY** may in their discretion accept, such modification(s) or addition(s) as the Board of Directors of the **DEMERGED COMPANIES** and the **RESULTING COMPANY** as the case may be, their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The **DEMERGED COMPANIES** and the **RESULTING COMPANY** by their respective Boards of Directors are authorized to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible in law) for bringing this Scheme into effect and/or give such consents as may be required in terms of this Scheme. In the event that any conditions are imposed by the National Company Law Tribunal or any Governmental Authorities, which the Board of Directors of the **DEMERGED COMPANIES** and the **RESULTING COMPANY** find unacceptable for any reason, then the **DEMERGED COMPANIES** and the **RESULTING COMPANY** shall be at liberty to withdraw the Scheme. For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Board of Directors of the **DEMERGED COMPANIES** and the **RESULTING COMPANY** may give and are authorized to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders or depositors, if any, of the Demerged Company) or to review the position relating to



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the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, 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.

4. FILING OF APPLICATIONS

The **DEMERGED COMPANIES** and the **RESULTING COMPANY** shall use their best efforts to make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act, before the Hon'ble National Company Law Tribunal having jurisdiction for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

5. APPROVALS

The **RESULTING COMPANY** shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the **RESULTING COMPANY** may require to own the Undertaking and to carry on the business of the **DEMERGED COMPANIES**.

6. EFFECT OF NON RECEIPT OF APPROVALS / SANCTIONS

In the event of any of the said sanctions/approvals not being obtained and/or the Scheme not being sanctioned by NATIONAL COMPANY LAW TRIBUNAL and/or the order not being passed as aforesaid, the **DEMERGED COMPANIES** and the **RESULTING COMPANY** shall be at liberty to withdraw from this Scheme of Arrangement.

SCHEME CONDITIONAL UPON SANCTIONS, ETC.

This Scheme is conditional upon and subject to:

The Scheme being agreed to by the requisite majority of the respective classes of members and creditors of the **DEMERGED COMPANIES** and of the **RESULTING COMPANY** as required under



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the Act and the requisite orders of the Hon'ble National Company Law Tribunal being obtained; and

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

8. CONDUCT OF BUSINESS

With effect from the Transfer Date and up to and including the Date on which this Scheme becomes operative, the DEMERGED COMPANIES shall be deemed to have held and stood possessed of the properties so to be transferred to the RESULTING COMPANY for and on account of and on behalf of the RESULTING COMPANY.

The DEMERGED COMPANIES shall carry on and shall be deemed to have been carrying on all business and activities relating to the REMAINING UNDERTAKING for and on its own behalf.

Until the Scheme is sanctioned and transfer is effected as aforesaid, the DEMERGED COMPANIES and the RESULTING COMPANY shall carry on its business in the usual course and shall be deemed to be carrying on the said businesses for and on behalf of the DEMERGED COMPANIES with effect from the Transfer Date.

9. COSTS, CHARGES, EXPENSES AND STAMP DUTY

All costs, charges and expenses (including any taxes and duties) incurred or payable by the DEMERGED COMPANIES and the RESULTING COMPANY in relation to or in connection with this Scheme and incidental to the completion of the arrangements of the DEMERGED COMPANIES and the RESULTING COMPANY in pursuance of this Scheme, including applicable stamp duty on the orders of the Hon'ble National Company Law Tribunal, if any and to the extent applicable and payable, shall be paid by the RESULTING COMPANY.



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ANNEXURE - A

BAJAJ EXPORTS PRIVATE LIMITED

DETAILS OF "STRATEGIC INVESTMENT DIVISION" OF BAJAJ EXPORTS PRIVATE LIMITED AS AT 1st APRIL, 2021 TO BE TRANSFERRED AND VESTED UPON DEMERGED TO VIDARBHA TRADELINKS PRIVATE LIMITED.

PARTICULARS	AMOUNT (IN Rs.)	AMOUNT (IN Rs.)
ASSETS		
Non-Current Investments (Quoted)		1,20,39,351
In fully paid up Equity Shares:- 4,27,600 Equity Shares of Bajaj Steel Industries Ltd.	21,38,000	
In fully paid up Equity Shares:- 7,51,656 Equity Shares of Woplin Plastics Limited	92,41,905	
In fully paid up Equity Shares:- 1,25,000 Equity Shares of Bajaj Global Limited	3,15,750	
In fully paid up Equity Shares:- 58,000 Equity Shares of Tashi India Limited	1,45,000	
In fully paid up Equity Shares:- 240 Equity Shares of Jayaswal Neco Limited	18,000	
In fully paid up Equity Shares:- 100 Equity Shares of Reliance Capital Limited	4,894	
In fully paid up Equity Shares:- 100 Equity Shares of Reliance Home Finance Limited	-	
In fully paid up Equity Shares:- 2,000 Equity Shares of Reliance Communications Limited	1,45,686	
In fully paid up Equity Shares:- 150 Equity Shares of Reliance Infrastructure Limited	2,635	
In fully paid up Equity Shares:- 500 Equity Shares of Reliance Power Limited	27,481	
CURRENT ASSETS		28,839
Bank A/c- ICICI Bank, Nagpur	28,839	
LIABILITIES		NIL
NET ASSETS		1,20,68,190



For BAJAJ EXPORTS PVT. LTD.
[Signature]
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ANNEXURE - B

ROHIT POLYTEX LIMITED

DETAILS OF "STRATEGIC INVESTMENT DIVISION" OF ROHIT POLYTEX LIMITED AS AT 1st APRIL, 2021 TO BE TRANSFERRED AND VESTED UPON DEMERGED TO VIDARBHA TRADELINKS PRIVATE LIMITED.

PARTICULARS	AMOUNT (IN Rs.)	AMOUNT (IN Rs.)
ASSETS		
Non-Current Investments (Quoted)		3,89,100
In fully paid up Equity Shares:- 6,600 Equity Shares of Bajaj Steel Industries Ltd.	20,000	
In fully paid up Equity Shares:- 92,000 Equity Shares of Bajaj Global Limited	2,31,600	
In fully paid up Equity Shares:- 55,000 Equity Shares of Tashi India Limited	1,37,500	
CURRENT ASSETS		1,59,929
Bank A/c- SBI, Nagpur	1,59,929	
LIABILITIES		
Prosperous Finance Services Ltd.	(10,000)	(10,000)
NET ASSETS		5,39,029

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