



BHAGERIA INDUSTRIES LIMITED

Tel. : 91-22-4043 6666
Email : info@bhageriagroup.com
Website : www.bhageriagroup.com

REGD. OFF.: OFFICE NO. 1002, 10TH FLOOR, TOPIWALA CENTRE, OFF S. V. ROAD,
NEAR GOREGAON RAILWAY STATION, GOREGAON (WEST), MUMBAI - 400 062.
CIN : L40300MH1989PLC052574

Date: July 2, 2022

To,
National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex,
Bandra (E),
Mumbai- 400051

BSE Limited
Listing Department
P.J. Towers, 1st Floor,
Dalal Street, Fort,
Mumbai - 400 001

Scrip Name: BHAGERIA

Security Code: 530803

Sub: Disclosure of Report under Regulation 10(7) of SEBI (SAST) Regulation, 2011, in respect of an acquisition made in in reliance upon exception provided for in Regulation 10(1)(d)(iii) of SEBI (SAST) Regulation, 2011:

Dear Sir / Madam,

We would like to inform you that, we have received a report from acquirer Akashdeep International Private Limited (AIPL) under Regulation 10(7) of SEBI (SAST) Regulations, 2011 in respect to an acquisition of shares by Akashdeep International Private Limited (AIPL) of Bhageria Industries Limited made in reliance upon exemption provided for in Regulation 10(1)(d)(iii) of SEBI (SAST) Regulations, 2011 pursuant to the amalgamation of Allied Rainbow Asia Steel Private Limited (ARASPL) into AIPL.

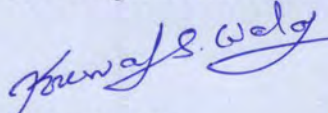
In this connection, necessary disclosures/intimation/report under Regulation 10(6) and 29(2) of SEBI (SAST) Regulations, 2011 and Regulation 7(2) of SEBI (PIT) Regulation, 2015 for the aforesaid acquisition in prescribed format, were already filed with the Stock Exchanges.

The Application fees of Rs.1,50,000/- to "Securities and Exchange Board of India" has been made vide NEFT-RTGS/UTRN No. N182221316078524 dated July 1, 2022.

Kindly take the same on record and acknowledge.

Thanking you.

Yours Faithfully
For Bhageria Industries Limited


Krunal Wala
Company Secretary
& Compliance Officer



Encl.: As above

Certified Company: ISO 9001 : 2015 | ISO 14001 : 2015 | OHSAS 45001 : 2018

VAPI FACTORY : PLOT NO. 6310, IV PHASE, G.I.D.C. VAPI-396195. GUJARAT, INDIA TELPHONE : 0260-2452366 / 7490019484
TARAPUR FACTORY : PLOT D-17, M.I.D.C. TARAPUR BOISAR INDUSTRIAL AREA, BOISAR, PALGHAR - 401 506, MAHARASHTRA, INDIA TEL.: (02525) 661190

A GOVT. OF INDIA RECOGNISED ★ ★ STAR EXPORT HOUSE



AKASHDEEP INTERNATIONAL PVT. LTD.

Manufacturer & Exporter

Regd. Off.: Topiwala Centre, 10th Floor, Gala No. 1001, Off S. V. Road, Goregaon (West), Mumbai - 400 062.
Tel.: 91-22-4043 6666 Fax : 91-22-4043 6662 CIN No.: U74140MH1995PTC084537
Email : info@akashdeepintl.com Web : www.akashdeepintl.com

Date: July 2, 2022

To,
Securities and Exchange Board of India
SEBI Bhawan, Plot No. C4-A, "G" Block,
Bandra Kurla Complex, Bandra (East)
Mumbai-400051, India

Sub: Report under Regulation 10(7) of SEBI (SAST) Regulation, 2011:- in respect of an acquisition made in reliance upon exception provided for in Regulation 10(1)(d)(iii) of SEBI (SAST) Regulation, 2011.

Dear Sir / Madam,

Please find enclosed report under Regulation 10(7) of SEBI (SAST) Regulations, 2011, in respect of acquisition of shares by Akashdeep International Private Limited (AIPL) of Bhageria Industries Limited made in reliance upon exemption provided for in Regulation 10(1)(d)(iii) of SEBI (SAST) Regulations, 2011 pursuant to the amalgamation of Allied Rainbow Asia Steel Private Limited (ARASPL) into AIPL.

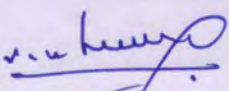
In this connection, necessary disclosures/intimation/report under Regulation 10(6) and 29(2) of SEBI (SAST) Regulations, 2011 and Regulation 7(2) of SEBI (PIT) Regulation, 2015 for the aforesaid acquisition in prescribed format, were already filed with the Stock Exchanges.

The Application fees of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) has been made and payment details for the same is enclosed.

Please take the same on record and acknowledge.

Thanking you.

You're faithfully,
For and on behalf of Akashdeep International Private Limited
(Acquirer/Promoter Group/PAC)


Vinod Lohia
Director
(DIN: 03543860)



Encl. As above

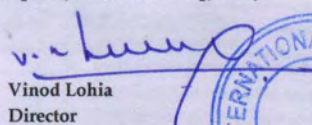
CC-
Bhageria Industries Limited
1002, Topiwala Centre, Off. S.V. Road, Goregaon-W, Mumbai-400062.

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.)	Name: Akashdeep International Private Limited Address: Office No.1001, 10th Floor, Topiwala Centre, Off S.V. Road, Goregaon (West), Mumbai - 400062 Tel No.: Email ID: info@akashdeepintl.com and admin@akashdeepintl.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 sender, if sender is not the acquirer	Not Applicable			
2 Compliance of Regulation 10(7)					
a	Date of report	02-07-2022			
b	Whether report has been submitted to SEBI within 21 business days from the date of the acquisition	Yes			
c	Whether the report is accompanied with fees as required under Regulation 10(7)	Yes The payment details is enclosed as "Annexure I"			
3 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 business days of the acquisition	Yes "Annexure II"			
b	Date of Report	28-06-2022			
4 Details of the Target Company (TC)					
a	Name & address of TC	Name: Bhageria Industries Limited Address: Office No. 1002, 10th Floor, Topiwala Centre, Off S.V. Road, Goregaon (West), Mumbai - 400062			
b	Name of the Stock Exchange(s) where the shares of the TC are listed	BSE Limited and National Stock Exchange of India Limited			
5 Details of the acquisition					
a	Date of acquisition	27-06-2022			
b	Acquisition price per share (in Rs.)	Not Applicable			
c	Regulation which would have been triggered off, had the report not been filed under Regulation 10(7). (whether Regulation 3(1), 3(2),4 or 5)	Regulation 3(2)			
d	Shareholding of acquirer/s and PACs individually in TC (in terms of no: & as a percentage of the total share capital of the TC)	Before the acquisition		After the acquisition	
		No. of Shares (*)	% w.r.t total share capital / voting rights of TC	No. of Shares	% w.r.t total share capital / voting rights of TC
		3998372	9.16	5296372	12.14
	Name(s) of the acquirer(s) and PAC(**)	Akashdeep International Private Limited			

6 Information specific to the exemption category to which the instant acquisition belongs - Regulation 10(1)(d)(iii)		
a	Confirm that the scheme is approved by the order of a court or any other competent authority	Yes
b	Attached copy of the order mentioned above.	Enclosed as "Annexure III"
c	Total consideration paid under the scheme.	
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)	Yes
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 Enclosed as "Annexure IV"
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 Applicable Regulation: Regulation 29(2) of SEBI (SAST) Regulations, 2011 Date of Intimation: 28-06-2022 Copies of Disclosures: Enclosed as "Annexure V & VI"
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.	All the conditions specified under Regulation 10(1) (d)(iii) of SEBI (SAST) Regulations, 2011 with respect to exceptions have been duly complied with.
I/We hereby declare that the information provided in the instant report is true and nothing has been concealed therefrom.		

For and on behalf of Akashdeep International Private Limited
(Acquirer/Promoter Group/PAC)


Vinod Lohia
Director
(DIN: 03543860)

Place: Mumbai
Date: 02-07-2022





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Tel.: 91-22-4043 6666 Fax : 91-22-4043 6662 CIN No.: U74140MH1995PTC084537
Email : info@akashdeepintl.com Web : www.akashdeepintl.com

Annexure I

Date: July 2, 2022

To,
Securities and Exchange Board of India
SEBI Bhawan, Plot No. C4-A, "G" Block,
Bandra Kurla Complex, Bandra (East)
Mumbai-400051, India

Sub: Details of prescribed fees paid to SEBI through NEFT.

Dear Sir / Madam,

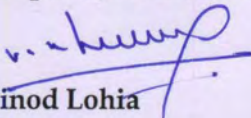
The Details of payment of prescriber fees in favour of "Securities and Exchange Board of India" through NEFT are as mentioned below:

Name of Bank Account	Securities and Exchange Board of India
Name of Bank & Branch	Bank of India, Bandra-Kurla Complex
Saving Bank Account No.	012210210000007
IFSC Code	BKID 0000122
Date of Payment	July 1, 2022
NEFT/UTRN No.	N182221316078524
Amount	Rs. 1,50,000/-
Purpose of Payment	Application fees under Regulation 10(7) of SEBI (SAST) Regulation, 2011

Please take the same on record and acknowledge.

Thanking you.

You're faithfully,
For and on behalf of Akashdeep International Private Limited
(Acquirer/Promoter Group/PAC)


Vinod Lohia
Director
(DIN: 03543860)





Annexure II

AKASHDEEP INTERNATIONAL PVT. LTD.

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Tel.: 91-22-4043 6666 Fax : 91-22-4043 6662 CIN No.: U74140MH1995PTC084537
Email : info@akashdeepintl.com Web : www.akashdeepintl.com

Date: June 28, 2022

To,

National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex,
Bandra (E),
Mumbai- 400051

BSE Limited
Listing Department
P.J. Towers, 1st Floor,
Dalal Street, Fort,
Mumbai - 400 001

Scrip Name: BHAGERIA

Security Code: 530803

Sub: Report under Regulation 10(6) of SEBI (SAST) Regulation, 2011:- Report to the Stock Exchanges in respect of any acquisition made in reliance upon exception provided for in Regulation 10(1)(d)(iii) of SEBI (SAST) Regulation, 2011.

Dear Sir / Madam,

This is to inform you that, pursuant to the Scheme of Amalgamation, as approved by The Hon'ble National Company Law Tribunal, Mumbai Bench vide order dated December 23, 2021, one of the Promoter Group Company of "Bhageria Industries Limited" (BIL) being Allied Rainbow Asia Steel Private Limited (ARASPL) has got amalgamated with "Akashdeep International Private Limited" (AIPL) i.e. another Promoter Group Company of BIL.

Accordingly, the shares which were earlier in the name of ARASPL are now being transferred in the name of AIPL w.e.f. June 27, 2022.

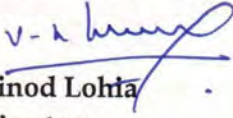
In this regards, please find attached herewith the disclosure under regulation 10(6) read with Regulation 10(1)(d)(iii) of SEBI (SAST) Regulation, 2011 in respect of acquisition of stake by AIPL in BIL pursuant to the Scheme of Amalgamation.

Please take the same on record and acknowledge.

Thanking you.

You're faithfully,

For and on behalf of Akashdeep International Private Limited
(Acquirer/Promoter Group/PAC)


Vinod Lohia
Director
(DIN: 03543860)



CC-

Bhageria Industries Limited

1002, 10th Floor, Topiwala Centre, Off. S.V.Road, Goregaon-W, Mumbai-400062.

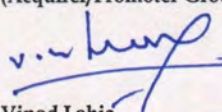
Format for Disclosures under Regulation 10(6) –Report to Stock Exchanges in respect of any acquisition made in reliance upon exemption provided for in Regulation 10 of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

1. Name of the Target Company (TC)	Bhageria Industries Limited			
2. Name(s) of the acquirer(s)	Akashdeep International Private Limited			
3. Name of the stock exchange where shares of the TC are listed	BSE Limited and National Stock Exchange of India Limited			
4. Details of the transaction including rationale, if any, for the transfer/ acquisition of shares.	Acquisition of shares in pursuant to the Scheme of Amalgamation, as approved by The Hon'ble NCLT, Mumbai Bench vide order dated December 23, 2021.			
5. Relevant regulation under which the acquirer is exempted from making open offer.	Regulation 10(1)(d)(iii) of The 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 the 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	--	--	--	--
b. Date of acquisition	--	--	--	--
c. Number of shares/ voting rights in respect of the acquisitions from each person mentioned in 7(a) above	--	--	--	--
d. Total shares proposed to be acquired / actually acquired as a % of diluted share capital of TC	--	--	--	--
e. Price at which shares are proposed to be acquired / actually acquired	--	--	--	--
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(*)				
Akashdeep International Private Limited	39,98,372	9.16%	52,96,372	12.14%
b. Each Seller / Transferor			--	--
Allied Rainbow Asia Steel Private Limited	12,98,000	2.97%	--	--

(*) Shareholding of each entity shall be shown separately and then collectively in a group.

The above disclosure shall be signed by the acquirer mentioning date & place. In case, there is more than one acquirer, the report shall be signed either by all the persons or by a person duly authorized to do so on behalf of all the acquirers.

For and on behalf of Akashdeep International Private Limited
(Acquirer/Promoter Group/PAC)


Vinod Lohia
Director
(DIN: 03543860)



Place: Mumbai
Date: June 28, 2022



AKASHDEEP INTERNATIONAL PVT. LTD.

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Email : info@akashdeepintl.com Web : www.akashdeepintl.com

"Annexure III"

Details of Post-Merger shareholding of shareholders holding in Allied Rainbow Asia Steel Private Limited (ARASPL) now in Akashdeep International Private Limited (AIPL).

Name of Shareholders	Number of shares with Voting Rights	% of Voting Rights
Mr. Suresh Bhageria	73,660	4.37
Mr. Vikas Bhageria	1,59,832	9.47
Mr. Rahul Bhageria	1,33,350	7.90
Mrs. Harshita Bhageria	1,55,990	9.24
Mr. Dinesh Bhageria	1,48,820	8.82
Mr. Rakesh Bhageria	57,510	3.41
Mrs. Asha Bhageria	74,474	4.41
Mrs. Chandadevi Bhageria	55,210	3.27
Mrs. Sonika Bhageria	38,640	2.29
Mrs. Archana Bhageria	20,776	1.23
Bhageria Trade Invest Private Limited	70,400	4.17
Vikas Bhageria HUF	8,800	0.52
TOTAL	997462	59.11



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-II

C.P. (C.A.A.)/ 994 /MB-II/2020

IN

C.A. (C.A.A.)/ 3212 /MB-II/2019

In the matter of the Companies Act, 2013;

And

In the matter of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and rules framed thereunder;

And

In the matter of Scheme of Amalgamation of Dainik Multitrade Private Limited ('Dainik' or 'the Transferor Company 1') and Anay Realtors Private Limited ('Anay' or 'the Transferor Company 2') and Qube Realtors Private Limited ('Qube' or 'the Transferor Company 3') and Achyuta Miners Private Limited ('Achyuta' or 'the Transferor Company 4') and Arj Builders Private Limited ('Arj' or 'the Transferor Company 5') and Allied Rainbow Asia Steel Private Limited ('Allied' or 'the Transferor Company 6') with Akashdeep International Private Limited ('Akashdeep' or 'the Transferee Company') and their respective Shareholders ('Scheme')

Dainik Multitrade Private Limited

CIN U51109MH2009PTC195514

Regd off: Flat No. 104, B Wing, 1st Floor,
Evershine Granduer Bldg, Behind Inorbit
Mall, Chincholi Bunder, Malad (W), Mumbai -
400064, Maharashtra

...First Petitioner/ Transferor
Company 1

Anay Realtors Private Limited

CIN U70102MH2006PTC166432

Regd Off: B-401, Vasant Galaxy Mars CHS Ltd,
MG Road, Goregaon West, Bangur Nagar,
Mumbai - 400090, Maharashtra

...Second Petitioner/ Transferor
Company 2

Qube Realtors Private Limited

CIN: U45201MH2006PTC162776

Regd Off: B-301, Vasant Galaxy Mars CHS Ltd,



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-II

C.P. (CAA)/ 994 /MB-II/2020
IN
C.A. (CAA)/ 3212 /MB-II/2019

MG Road, Goregaon West, Bangur Nagar,
Mumbai - 400090, Maharashtra

...Third Petitioner/ Transferor
Company 3

Achyuta Miners Private Limited

CIN: U26999MH2008PTC177824

Regd off: A/101, Virwani Industrial Estate,
Western Express Highway, Goregaon (East),
Mumbai - 400063, Maharashtra

...Fourth Petitioner/ Transferor
Company 4

Arj Builders Private Limited

CIN: U45400MH2000PTC126833

Regd Off: 601-602, Mars B Wing, Vasant
Galaxy, Bangur Nagar, Goregaon- West,
Mumbai - 400090, Maharashtra

...Fifth Petitioner/ Transferor
Company 5

Allied Rainbow Asia Steel Private Limited

CIN: U27100MH2005PTC152852

Regd off: A/101, Virwani Industrial Estate,
Western Express Highway, Goregaon (East),
Mumbai - 400063, Maharashtra

...Sixth Petitioner/ Transferor
Company 6

Akashdeep International Private Limited

CIN: U74140MH1995PTC084537

Regd off: Office No.1001, Topiwala Centre, Off
S.V. Road, Goregaon (West), Mumbai - 400062,
Maharashtra

...Seventh Petitioner/ Transferee
Company

Order delivered on :- 23.12.2021

Coram:

Shri Bhaskara Pantula Mohan : Member (Judicial)

Shri ShyamBabu Gautam : Member (Technical)

Appearances (through video conferencing):

For the Petitioners(s) : Mr. Ashish O. Lalpuriaa/w Kamal Lahoty, Practising
Company Secretaries



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-II

C.P. (CAA)/ 994 /MB-II/2020
IN
C.A. (CAA)/ 3212 /MB-II/2019

For Regional Director (WR) : Mr. Rupa Sutar, Deputy Registrar of Companies i/b
Office of Regional Director

Per: Shyam Babu Gautam, Member

ORDER

1. This Court is convened by videoconference.
2. Heard learned Counsel for the petitioner and the representative of the Regional Director Western Region, Ministry of Corporate Affairs, Mumbai. No objector has come before this Tribunal to oppose the Scheme and nor has any party controverted any averments made in the Petition.
3. The sanction of the Tribunal is sought under sections 230 to 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, to the Scheme of Amalgamation of Dainik Multitrade Private Limited ('Dainik' or 'the Transferor Company 1') and Anay Realtors Private Limited ('Anay' or 'the Transferor Company 2') and Qube Realtors Private Limited ('Qube' or 'the Transferor Company 3') and Achyuta Miners Private Limited ('Achyuta' or 'the Transferor Company 4') and Arj Builders Private Limited ('Arj' or 'the Transferor Company 5') and Allied Rainbow Asia Steel Private Limited ('Allied' or 'the Transferor Company 6') with Akashdeep International Private Limited ('Akashdeep' or 'the Transferee Company') and their respective Shareholders ('Scheme').
4. The Petitioner Companies have approved the said Scheme by passing Board Resolutions in their respective board meetings held on 30th day of August, 2019, which are annexed to the Company Scheme Petition.
5. Learned Counsel appearing on behalf of the Petitioners states that the Petition have been filed in consonance with the order dated 24th day of April, 2020 passed



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-II

C.P. (CAA)/ 994 /MB-II/2020
IN
C.A. (CAA)/ 3212 /MB-II/2019

by this Tribunal in the connected Company Application bearing CA (CAA) No. 3212/MB/2019.

6. Learned Counsel appearing on behalf of the Petitioner Companies has stated that the Petitioner Companies have complied with all requirements as per directions of the Tribunal and they have filed necessary affidavits of compliance / compliance report with the Tribunal. Moreover, the Petitioner Companies undertakes to comply with all statutory requirements if any, as required under the Companies Act, 2013 and the Rules made there under, whichever is applicable. The said undertakings given by the Petitioner Companies are accepted.
7. The Counsel for the Applicant Companies further submits that the rationale for the Scheme is that the Merger would result in the following benefits:
 - (a) Consolidation and simplification of the group structure;
 - (b) Reduction of administrative, operative and marketing costs;
 - (c) Reduction of legal and regulatory compliances;
 - (d) Greater administrative efficiency; and
 - (e) Operational rationalization, organizational efficiency and optimal utilization of various resources.
8. The Regional Director ('RD') has filed his Report dated 1stDecember, 2020 in this Hon'ble Tribunal. In paragraph IV of the said Report, the Regional Director has stated that:
 - (a) *In addition to compliance of AS-14 (IND AS-103) the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5(IND AS-8).*
 - (b) *As per Part-A-Definitions Clause 1(1.2, 1.3 & 1.5) of the Scheme*



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-II

C.P. (CAA)/ 994 /MB-II/2020

IN

C.A. (CAA)/ 3212 /MB-II/2019

“Appointed Date” means 01st day of April, 2019 for the purposes of Section 232(6) and the Scheme shall be effective from the aforesaid date;

“Effective Date” means the date on which the certified or authenticated copies of the order sanctioning this Scheme, passed by the National Company Law Tribunal at Mumbai are filed with the Registrar of Companies, Mumbai, Maharashtra by the Transferor Companies and the Transferee Company under Sections 230 to 232 and other applicable provisions of the Act;

References in this Scheme to the date of “coming into effect of this Scheme” or “upon the Scheme being effective” shall mean the Effective Date.

“Record Date” means the date to be fixed by the Board of Directors of the Transferee Company for determining names of the equity shareholders of the Transferor Companies, who shall be entitled to equity shares of the Transferee Company.

In this regard, it is submitted that Section 232(6) of the Companies Act, 2013 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 date subsequent to the appointed date. However, this aspect may be decided by the Hon'ble Tribunal taking into account its inherent powers.

Further, the Petitioners may be asked to comply with the required and clarified vide circular no. F. No. 7/12/2019/CL-1 dated 21.08.2019 issued by the Ministry of Corporate Affairs.

- (c) *The Hon'ble Tribunal may kindly seek the undertaking that this Scheme is approved by the requisite majority of members and creditors as per Section*



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-II

C.P. (CAA)/ 994 /MB-II/2020
IN
C.A. (CAA)/ 3212 /MB-II/2019

230(6) of the Act in meetings duly held in terms of Section 230(1) read with subsection (3) to (5) of Section 230 of the Act and the Minutes thereof are duly placed before the Tribunal.

- (d) Hon'ble NCLT may kindly direct the petitioners to file an affidavit to the extent that the Scheme enclosed to Company Application & Company Petition, are one and same and there is no discrepancy / any changes / changes are made, for changes if any, liberty be given to Central Government to file further report if any required;
- (e) The Petitioner under provisions of Section 230(5) of the Companies Act, 2013 have to serve notices to concerned authorities which are likely to be affected by Amalgamation. Further, the approval of the scheme by this Hon'ble 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 is binding on the Petitioner Company(s).
- (f) As per Part B-Clause 12(12.1 to 12.3) of the Scheme (Combination of Authorised Share Capital). In this regard it is submitted that the fee payable by the Transferee Company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013 further if any stamp duty is payable the same should be paid in accordance with applicable laws of the State;
- (g) As the Second Transferor Company, Third Transferor Company and Fifth Transferor Company are engaged in the business of real estate development, construction, hospitality and other allied activities, the petitioners may be directed to obtain NOC from (RERA) regarding applicability of Real Estate Regulation and Development Act, 2016 with Maharashtra Rules and Regulations, 2017.



IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-II

C.P. (CAA)/ 994 /MB-II/2020
IN
C.A. (CAA)/ 3212 /MB-II/2019

(h) As per Part B- Clause 6 of the Scheme; Accounting Treatment it is stated that

The excess or deficit, if any, of the net assets value (assets minus liabilities) of the Transferor Companies transferred to the Transferee Company, after making the adjustment as mentioned above, shall be recorded and credited as Capital Reserves or debited to Profit and Loss Account as the case may be, in the books of the Transferee Company.

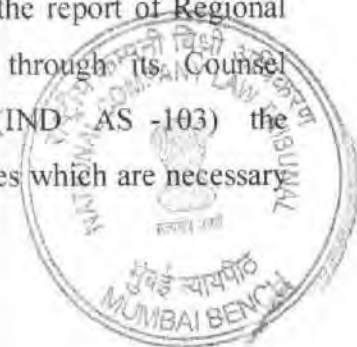
In this regard it is submitted that the surplus if any arising out of the scheme shall be credit to Capital Reserve and deficit if any arising out of the same shall be debited to Goodwill Account of the Transferee Company and will not be adjusted as mentioned in the above mentioned clause(s) of the Scheme.

The Capital Reserve shall not be considered as free reserve and not available for distribution of dividend.

(i) In view of the Miscellaneous Application No. 1063 of 2020 filed by the Petitioner Companies as mentioned in Para No. 20 in table above, the Hon'ble Tribunal may pass necessary order on the said Miscellaneous Application before considering the Company Scheme Petition No 994 of 2020 or Hon'ble Tribunal may pass such order as deem fit and proper;

9. In response to the observations made by the Regional Director, the Learned Counsel on behalf of the Petitioner Companies clarifying and undertaking as follows:

(a) As far as observations made in paragraph IV (a) of the report of Regional Director is concerned, the Transferee Company through its Counsel undertakes that in addition compliance of AS-14, (IND AS -103) the Transferee Company shall pass such accounting entries which are necessary



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in connection with the Scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8), etc., to the extent applicable.

- (b) As far as observations made in paragraph IV (b) of the report of Regional Director is concerned, the Petitioner Companies through its Counsel submits that the Appointed Date of the Scheme is 1st day of April 2019, which is in compliance with Section 232(6) of the Companies Act, 2013 and the Scheme shall be deemed to be effective from such Appointed Date. Thus, the Petitioner Companies will be complying with requirements clarified vide circular No. F. No.7/12/2019/CL-I dated 21.08.2019 issued by the Ministry of Corporate Affairs, to the extent applicable.
- (c) As far as observations made in paragraph IV (c) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel submits that the meeting of member and creditors of the Petitioner Companies were dispensed with by the order of the Tribunal dated 24th April, 2020 and therefore, the requirement of submission of Minutes of meeting are not applicable.
- (d) As far as observations made in paragraph IV (d) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel confirm and undertake that the Scheme enclosed to the Company Application and Company Petition are one and the same and there is no discrepancy or deviation. The Petitioner Companies through its counsel further undertake that the Scheme which is served to the Regional Director along with the Miscellaneous Application No. 1063 of 2020 is final and there is no deviation in the Scheme except for the substitution of the second paragraph of Clause 12.3 of the Scheme as per Miscellaneous Application No. 1063 of 2020.



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- (e) As far as observations made in paragraph IV (e) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel states that as per the order of the National Company Law Tribunal, Mumbai Bench, the Petitioner Companies have served notices under Section 230(5) of the Companies Act, 2013, upon all the regulatory authorities which are likely to be affected by said the Scheme of Amalgamation. The affidavit of service along with proof of dispatch of notice to regulatory authorities was filed with the National Company Law Tribunal, Mumbai bench on 15th day of July 2020. The approval of the Scheme by this 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 is binding on the Petitioner Companies.
- (f) In so far as observations of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (f) of his report are concerned, the Transferee Company through its counsel undertakes to comply with all applicable provisions of section 232(3)(i) of the Companies Act, 2013.
- (g) In so far as observations of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (g) of his report is concerned, the Second Transferor Company, Third Transferor Company and Fifth Transferor Company through its Counsel submits that there are noreal estate projects under the Second Transferor Company, Third Transferor Company and Fifth Transferor Company and hence, not required to obtain NOC from Maharashtra Real Estate Regulatory Authority ('MahaRERA') under the Real Estate (Regulation and Development) Act, 2016 ('RERA').
- (h) In so far as observations of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (h) of his report is concerned, the Petitioner Companies through its Counsel undertakes that surplus if any arising out of



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the scheme shall be credited to Capital Reserve and deficit if any arising out of the same shall be debited to Goodwill account of the Transferee Company and will not be adjusted as mentioned in the clause(s) of the Scheme. The Petitioner Companies through its Counsel further undertakes that the Capital Reserve will not be considered as free reserve and not available for distribution of dividend.

- (i) In so far as observations of the Regional Director, Western Region, Mumbai, as stated in paragraph IV (i) of his report is concerned, the Petitioner Companies through its counsel undertakes to comply with the order of this Hon'ble Tribunal on the said Miscellaneous Application No. 1063 of 2020.
10. The observations made by the Regional Director have been reproduced in Para 8 above. The clarifications and undertakings given by the Learned counsel on behalf of the Petitioner Companies have been explained in Para 9 above. The Petitioners have also filed Rejoinder to Regional Director's Report and the Regional Director has also filed its Supplementary Report dated 01st March, 2021. The clarification and undertaking of the Petitioner Companies is accepted by this Tribunal.
11. The Official Liquidator has filed his report on 22nd September, 2020, inter alia stating therein that the affairs of the Transferor Companies have been conducted in a proper manner and that the Transferor Companies may be ordered to be dissolved.
12. From the material on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law and is not contrary to public policy.
13. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition bearing CP (CAA)/994/2020 is made absolute in terms of prayers clause in the Petition.



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14. The Scheme is sanctioned, with the Appointed Date fixed as 1st day of April, 2019. The Transferor Companies shall stand dissolved without the process of winding up.
15. The Petitioner Companies are directed to lodge a copy of this order duly certified by the Deputy Registrar /Assistant Registrar of the National Company Law Tribunal, Mumbai Bench, along with a copy of the Scheme of Amalgamation with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, on the same within 60 working days from the date of receipt of the certified order.
16. The Petitioner Companies are directed to file a certified copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically in e-Form INC-28 within 30 days from the date of receipt of order duly certified by the Deputy Registrar/Assistant Registrar, of the National Company Law Tribunal, Mumbai Bench.
17. All concerned regulatory authorities to act on a copy of this Order duly certified by the Registry of this Tribunal, along with a copy of the Scheme.
18. Any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.
19. Ordered accordingly. Pronounced in open court today.

Sd/-

SHYAM BABU GAUTAM
MEMBER (TECHNICAL)

Sd/-

BHASKARA PANTULA MOHAN
MEMBER (JUDICIAL)

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Sachin Kumar
Deputy Registrar
National Company Law Tribunal Mumbai Bench
Government of India
18/02/2022

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT-II

5. C.P.(CAA)/994/MB/2020

CORAM: SHRI BHASKARA PANTULA MOHAN, HON'BLE MEMBER (J)
SHRI SHYAM BABU GAUTAM, HON'BLE MEMBER (T)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE
NATIONAL COMPANY LAW TRIBUNAL ON 23.12.2021

NAME OF PARTIES:- Dainik Multitrade Private Limited

Section: 230-232 of the Companies Act, 2013

ORDER

The matter is taken up through Virtual Hearing (VC). Counsel, Ms. Jainisa Mehta appeared for the applicant. The scheme is sanctioned vide separate orders.

Sd/-
SHYAM BABU GAUTAM
Member (Technical)
23.12.2021

Sd/-
BHASKARA PANTULA MOHAN
Member (Judicial)



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On _____

Sachin Kumar

Deputy Registrar

National Company Law Tribunal Mumbai Bench
Government of India

19/01/2022

(363)

SCHEME OF AMALGAMATION
OF
DAINIK MULTITRADE PRIVATE LIMITED
(‘THE TRANSFEROR COMPANY 1’)
AND
ANAY REALTORS PRIVATE LIMITED
(‘THE TRANSFEROR COMPANY 2’)
AND
QUBE REALTORS PRIVATE LIMITED
(‘THE TRANSFEROR COMPANY 3’)
AND
ACHYUTA MINERS PRIVATE LIMITED
(‘THE TRANSFEROR COMPANY 4’)
AND
ARJ BUILDERS PRIVATE LIMITED
(‘THE TRANSFEROR COMPANY 5’)
AND
ALLIED RAINBOW ASIA STEEL PRIVATE LIMITED
(‘THE TRANSFEROR COMPANY 6’)
WITH
AKASHDEEP INTERNATIONAL PRIVATE LIMITED
(‘THE TRANSFEREE COMPANY’)
AND
THEIR RESPECTIVE SHAREHOLDERS
(UNDER SECTIONS 230 TO 232 OF THE COMPANIES ACT, 2013)

**A. PREAMBLE**

The Scheme of Amalgamation (‘Scheme’) is presented under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013, for amalgamation of Dainik Multitrade Private Limited (‘Dainik’ or ‘the Transferor Company 1’), Anay Realtors Private Limited (‘Anay’ or ‘the Transferor Company 2’), Qube Realtors Private Limited (‘Qube’ or ‘the Transferor Company 3’), Achyuta Miners Private Limited (‘Achyuta’ or ‘the Transferor Company 4’), Arj Builders Private Limited (‘Arj’ or ‘the Transferor Company 5’), Allied Rainbow Asia Steel Private Limited (‘Allied’ or ‘the Transferor Company 6’) with Akashdeep International Private Limited (‘Akashdeep’ or ‘the Transferee Company’) and their respective Shareholders.

B. Rationale of the Scheme

The merger of Transferor Company 1, Transferor Company 2, Transferor Company 3, Transferor Company 4, Transferor Company 5 and Transferor Company 6 with the Transferee Company will result in the following benefits:

- Consolidation and simplification of the group structure;



- Reduction of administrative, operative and marketing costs;
- Reduction of legal and regulatory compliances;
- Greater administrative efficiency; and
- Operational rationalization, organizational efficiency and optimal utilization of various resources.

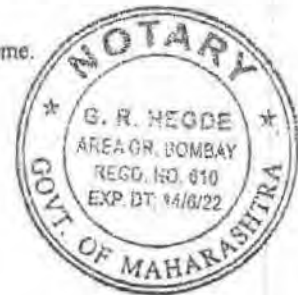
C. Parts of the Scheme

The Scheme is divided into following parts:

Part A – deals with definitions and Share Capital;

Part B – deals with the Dainik Multitrade Private Limited, Anay Realtors Private Limited, Qube Realtors Private Limited, Achyuta Miners Private Limited, Arj Builders Private Limited, Allied Rainbow Asia Steel Private Limited with Akashdeep International Private Limited and their respective Shareholders; and

Part C - deals with General Terms and Conditions applicable to this Scheme.



PART - A

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meaning:

- 1.1 “Act” means the Companies Act, 2013, as applicable, and rules and regulations made thereunder and shall include any statutory modifications, amendments or re-enactment thereof for the time being in force;
- 1.2 “Appointed Date” means 01st day of April, 2019 for the purposes of Section 232(6) and the Scheme shall be effective from the aforesaid date;
- 1.3 “Effective Date” means the date on which the certified or authenticated copies of the order sanctioning this Scheme, passed by the National Company Law Tribunal at Mumbai are filed with the Registrar of Companies, Mumbai, Maharashtra by the Transferor Companies and the Transferee Company under Sections 230 to 232 and other applicable provisions of the Act;

References in this Scheme to the date of “coming into effect of this Scheme” or “upon the Scheme being effective” shall mean the Effective Date.

- 1.4 “NCLT” or “Tribunal” means the National Company Law Tribunal at Mumbai;

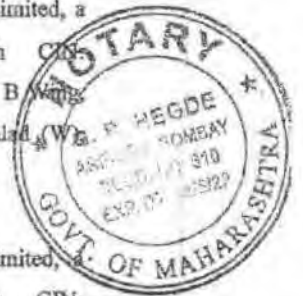


1.5 "Record Date" means the date to be fixed by the Board of Directors of the Transferee Company for determining names of the equity shareholders of the Transferor Companies, who shall be entitled to equity shares of the Transferee Company.

1.6 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) / amendment(s) made under Clause 14 of this Scheme as approved or directed by the NCLT;

1.7 "Transferee Company" or "Akashdeep" means Akashdeep International Private Limited, a company incorporated under the Companies Act, 1956 with CIN: U74140MH1995PTC084537 and having its registered office at Office no. 1001, Topiwala Centre, Off S.V. Road, Goregaon (W), Mumbai - 400062;

1.8 "Transferor Company 1" or "Dainik" means Dainik Multitrade Private Limited, a company incorporated under the Companies Act, 1956 with CIN: U51109MH2009PTC195514 and having its registered office at Flat No. 104, B Wing, Evershine Grandeur Building, Behind Inorbit Mall, Chincholi Bunder, Malad (W), Mumbai - 400064.



1.9 "Transferor Company 2" or "Anay" means Anay Realtors Private Limited, a company incorporated under the Companies Act, 1956 with CIN: U70102MH2006PTC166432 and having its registered office at B-401, Vasant Galaxy Mars CHS, MG Road, Bangur Nagar, Goregaon (W), Mumbai - 400090.



1.10 "Transferor Company 3" or "Qube" means Qube Realtors Private Limited, a company incorporated under the Companies Act, 1956 with CIN: U45201MH2006PTC162776 and having its registered office at B-301, Vasant Galaxy Mars CHS, MG Road, Bangur Nagar, Goregaon (W), Mumbai - 400090.



1.11 "Transferor Company 4" or "Achyuta" means Achyuta Miners Private Limited, a company incorporated under the Companies Act, 1956 with CIN: U26999MH2008PTC177824 and having its registered office at A/101, Virwani Industrial Estate, Western Express Highway, Goregaon (E), Mumbai- 400063.



"Transferor Company 5" or "Arj" means Arj Builders Private Limited, a company incorporated under the Companies Act, 1956 with CIN: U45400MH2000PTC126833 and having its registered office at 601-602, Mars B Wing, Vasant Galaxy, Bangur Nagar, Goregaon (W), Mumbai - 400090.

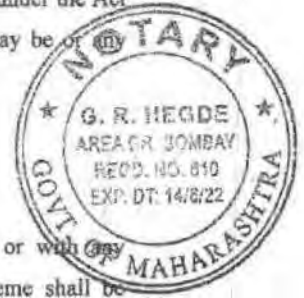


"Transferor Company 6" or "Allied" means Allied Rainbow Asia Steel Private Limited, a company incorporated under the Companies Act, 1956 with CIN: U27100MH2005PTC152852 and having its registered office at A/101, Virwani Industrial Estate, Western Express Highway, Goregaon (E), Mumbai- 400063.



1.14 "Transferor Companies" means Transferor Company 1, Transferor Company 2, Transferor Company 3, Transferor Company 4, Transferor Company 5 and Transferor Company 6 collectively.

All terms and words not defined 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, bye-laws, as the case may be or statutory modification or re-enactment thereof from time to time.



2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme of Amalgamation as set out herein in its present form or with any modification(s) and amendment(s) made under Clause 14 of the Scheme shall be effective from the Appointed Date but shall be operative from the Effective Date.

3. SHARE CAPITAL

3.1 The share capital of the Transferor Company 1 as on March 31, 2019 was as under:

Particulars	Amount in (Rs)
Authorised Capital	
10,00,000 Equity Shares of Re. 10/- each	1,00,00,000
TOTAL	1,00,00,000
Issued, Subscribed and Paid up Capital	
7,51,500 Equity Shares of Re. 10/- each fully paid up	75,15,000
TOTAL	75,15,000

As on the date of Scheme being approved by the Board of Directors of the Transferor Company 1, there has been no change in the issued, subscribed and paid-up share capital of the Transferor Company 1.

3.2 The share capital of the Transferor Company 2 as on March 31, 2019 was as under:

Particulars	Amount in (Rs)
Authorised Capital	
10,10,000 Equity Shares of Re. 10/- each	1,01,00,000
TOTAL	1,01,00,000
Issued, Subscribed and Paid up Capital	
7,50,000 Equity Shares of Re. 10/- each fully paid up	75,00,000
TOTAL	75,00,000

As on the date of Scheme being approved by the Board of Directors of the Transferor Company 2, there has been no change in the issued, subscribed and paid-up share capital of the Transferor Company 2.

3.3 The share capital of the Transferor Company 3 as on March 31, 2019 was as under:



Issued, Subscribed and Paid up Capital	
10,00,000 Equity Shares of Re. 10/- each fully paid up	1,00,00,000
TOTAL	1,00,00,000

As on the date of Scheme being approved by the Board of Directors of the Transferor Company 6, there has been no change in the issued, subscribed and paid-up share capital of the Transferor Company 6.

3.7 The share capital of the Transferee Company as on March 31, 2019 was as under:

Particulars	Amount in (Rs)
Authorised Capital	
15,00,000 Equity Shares of Re. 10/- each	1,50,00,000
TOTAL	1,50,00,000
Issued, Subscribed and Paid up Capital	
4,73,050 Equity Shares of Re. 10/- each fully paid up	47,30,500
TOTAL	47,30,500

As on the date of Scheme being approved by the Board of Directors of the Transferee Company, there has been no change in the issued, subscribed and paid-up share capital of the Transferee Company.



PART B

AMALGAMATION OF TRANSFEROR COMPANIES WITH TRANSFeree COMPANY



4. TRANSFER AND VESTING

4.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and whole of the respective undertaking of the Transferor Companies including all its respective properties and assets, (whether movable or immovable, tangible or intangible), all the debts, liabilities, duties and obligations of the Transferor Companies of every description and also including, without limitation, all the movables and immovable properties, Floor Space Index, Transferable Development Rights and assets of the Transferor Companies comprising amongst others all plant and machinery, investments, vehicles, furniture and fixtures, computers, office equipment, electrical installations, water connections, telephones, telex, facsimile and other communication facilities and business licenses, permits, authorisations, if any, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, advance and other taxes paid to the authorities, brand names, trademarks, copy rights, lease, tenancy rights, statutory permissions, consents and registrations or approvals obtained from any authorities including but not limited to approval from Revenue Authorities, Environment Clearance Certificate, Title Clearance Certificate issued by any Competent Authority, all rights or titles or interest in properties by virtue of any court decree or order, all records, files, papers, contracts, Intimation Of Disapproval (IOD), Commencement Certificate, Occupation Certificate, Development Right Certificate (DRC), No Objection Certificate from any authorities, including the Municipal authorities, competent authority under Monopolistic and Restrictive Trade Practices Act, 1969, Mumbai Metropolitan Regional Development Authority, Competent authority under the Urban Land Ceiling Act, 1976, lease, tenancy rights, letter of intents, permissions, incentives if any and all other rights, title, interest, contracts including Development Agreements, Conveyances, Agreement for Sale etc, consent, approvals or powers of every kind and description, agreements shall, pursuant to the order of the NCLT and pursuant to provisions of Sections 230 to 232 and other applicable provisions of the Act and without further act, instrument or deed, but subject to the charges affecting the same be transferred and/or deemed to be transferred to and vested in the Transferee Company on a going concern basis so as to become the assets and liabilities of the Transferee Company.

In respect of all the movable assets of the Transferor Companies and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, including cash on hand, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by endorsement and delivery, as the case may be, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date.



4.3 In respect of any assets of the Transferor Companies other than those mentioned in Clause 4.1 and 4.2 above, including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers the Transferor Companies shall if so required by the Transferee Company, and/ or the Transferee Company may, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the NCLT having sanctioned this Scheme between the Transferor Companies and the Transferee Company under Section 232 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Companies to recover or realise the same stands transferred to the Transferee Company and that appropriate entries should be passed in their respective books to record the aforesaid changes.



4.4 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Companies, as on the Appointed Date whether provided for or not in the books of accounts of the Transferor Companies and all other liabilities which may accrue or arise after the Appointed Date but which relates to the period on or up to the Appointed Date shall, pursuant to the Orders of the NCLT or such other competent authority as may be applicable under Section 232 and other applicable, provisions of the Act, without any further act or deed, be transferred or deemed to be transferred to and vested in and assumed by the Transferee Company pursuant to the provisions of Sections 230 to 232 of the Act, so as to become as from the Appointed Date, the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies.



4.5 All the existing securities, mortgages, charges, encumbrances, if any, as on the Appointed Date and those created by the Transferor Companies after the Appointed Date, over the assets of the Transferor Companies transferred to the Transferee Company shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date. Such securities, mortgages, charges, encumbrances or liens shall not relate or attach or extend to any of the other assets of the Transferee Company.



4.6 Any existing securities, mortgages, charges, encumbrances, if any, over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties of the Transferee Company and shall not extend or attach to any of the assets and properties of the Transferor Companies (except those assets and properties which are encumbered on account of loans taken by the Transferee Company by creating charge over the assets of the Transferor Companies, if any) transferred to and vested in the Transferee Company by virtue of this Scheme.



4.7 From the Effective Date and till such time that the names of the bank accounts of the Transferor Companies are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Companies, in its name, in so far as may be necessary.

5. CONSIDERATION

5.1 Upon this Scheme becoming effective and in consideration of amalgamation of the Transferor Companies with Transferee Company in terms of this Scheme, the Transferee Company shall, without any application, act or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the members of the Transferor Companies holding fully paid up equity shares of Transferor Companies as on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognised by the Board of Directors of the Transferee Company in the following ratio:



To the shareholders of Transferor Company 1:

"26 (Twenty Six) fully paid-up Equity Shares of face value of Rs. 10/- (Rupees Ten Only) of the Transferee Company for every 100 (Hundred) fully paid-up Equity Share of Rs.10/- (Rupees Ten Only) held in the Transferor Company 1."



To the shareholders of Transferor Company 2:

"28 (Twenty Eight) fully paid-up Equity Shares of face value of Rs. 10/- (Rupees Ten Only) of the Transferee Company for every 100 (Hundred) fully paid-up Equity Share of Rs.10/- (Rupees Ten Only) held in the Transferor Company 2."



To the shareholders of Transferor Company 3:

"28 (Twenty Eight) fully paid-up Equity Shares of face value of Rs. 10/- (Rupees Ten Only) of the Transferee Company for every 100 (Hundred) fully paid-up Equity Share of Rs.10/- (Rupees Ten Only) held in the Transferor Company 3."



To the shareholders of Transferor Company 4:

"11 (Eleven) fully paid-up Equity Shares of face value of Rs. 10/- (Rupees Ten Only) of the Transferee Company for every 100 (Hundred) fully paid-up Equity Share of Rs.10/- (Rupees Ten Only) held in the Transferor Company 4."



To the shareholders of Transferor Company 5:

"31 (Thirty One) fully paid-up Equity Shares of face value of Rs. 10/- (Rupees Ten Only) of the Transferee Company for every 100 (Hundred) fully paid-up Equity Share of Rs.10/- (Rupees Ten Only) held in the Transferor Company 5."



To the shareholders of Transferor Company 6:

"32 (Thirty Two) fully paid-up Equity Shares of face value of Rs. 10/- (Rupees Ten Only) of the Transferee Company for every 100 (Hundred) fully paid-up Equity Share of Rs.10/- (Rupees Ten Only) held in the Transferor Company 6."

- 5.2 In respect of fractional entitlement to a shareholder, shall be rounded off to the nearest integer. A fraction of less than half shall be rounded down to the nearest lowest integer and a fraction of half or more shall be rounded up to the nearest higher integer.
- 5.3 Prior to allotment of equity shares pursuant to this Scheme, the Transferee Company shall to the extent required increase the authorised share capital of the Transferee Company by creation of atleast such number and value of equity shares, as may be necessary to satisfy its obligation under the Scheme, and as may be desirable, expedient and necessary in that behalf and the Memorandum and Articles of Association of the Transferee Company shall stand amended accordingly.
- 5.4 The approval of this Scheme by the shareholders of the Transferor Companies and the Transferee Company under Section 230 to 232 of the Act shall be deemed to have the approval under Sections 13, 14 and 62 of the Act and other applicable provisions of the Act and any other consents and approvals required in this regard.
- 5.5 The approval of this Scheme by the shareholders of the Transferor Companies shall be deemed to be due compliance with the applicable provisions of the Act including Sections 42, 62 of the Act, for the issue and allotment of Equity shares by the Transferee Company to the members of the Transferor Companies, as provided in the Scheme.



ACCOUNTING TREATMENT

6.1 On the Scheme becoming effective, with effect from the Appointed Date, the Transferee Company would follow 'Pooling of Interest' method as prescribed in the Accounting Standard 14: 'Accounting for Amalgamations' issued by the Institute of Chartered Accountants of India.

- a) All the assets, liabilities and reserves of the Transferor Companies vested in the Transferee Company pursuant to the Scheme shall be recorded at their respective book values;
- b) The Transferee Company shall credit to the Equity Share Capital Account in its books of account, the aggregate face value of the Equity Shares issued and allotted under the Scheme by it to the equity shareholders of the Transferor Companies pursuant to this Scheme;



- c) The inter-corporate deposits, loans, advances or any other balances between the Transferee Company and the Transferor Companies, if any, shall stand cancelled and there shall be no further obligation in that behalf;
- d) The excess or deficit, if any, of the net assets value (assets minus liabilities) of the Transferor Companies transferred to the Transferee Company, after making the adjustment as mentioned above, shall be recorded and credited as Capital Reserves or debited to Profit and Loss Account as the case may be, in the books of the Transferee Company.

6.2 If considered appropriate for the purpose of application of uniform accounting methods and policies between the Transferor Companies and the Transferee Company, the Transferee Company may make suitable adjustments and reflect the effect thereof in the Profit and Loss Account of the Transferee Company.



7. LEGAL PROCEEDINGS

7.1 If any suit, appeal or other proceeding of whatever nature by or against the Transferor Companies is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the amalgamation or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Companies as if this Scheme had not been made.



7.2 In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated by or against the Transferor Companies, the Transferee Company shall be substituted and deemed to be party thereto and any payment and expenses made thereto shall be the liability of the Transferee Company.

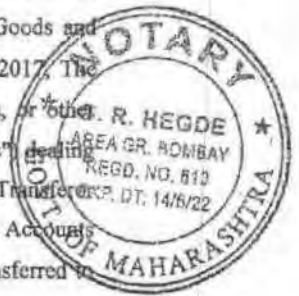


8. TAXES

8.1 This Scheme has been drawn up to comply with the conditions specified in Section 2(1B) and other relevant provisions of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section and other related provisions at a later date including that resulting from a retrospective amendment of law or for any other reason whatsoever till the time the Scheme becomes effective, the provisions of the said section and other related provisions of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified, unless the Board of Directors decide otherwise, to the extent required to comply with Section 2(1B) and other relevant provisions of the Income Tax Act, 1961.



8.2 Any tax liabilities under the Income-tax Act, 1961, Excise Duty Laws, Service Tax Laws, applicable State Value Added Tax Laws, The Integrated Goods and Services Tax Act, 2017, The Central Goods and Services Tax Act, 2017, Maharashtra Goods and Services Tax Act, 2017 and any other state Goods and Services Tax Act, 2017, The Goods and Services Tax (Compensation to States) Act, 2017, Stamp Laws, or other applicable laws/regulations (hereinafter in this clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor 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 Transferee Company.



8.3 All taxes (including income tax, excise duty, service tax, applicable state Value Added Tax, CGST, SGST, IGST, GST Compensation Cess, etc.) paid or payable by the Transferor Companies in respect of the operations and/ or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including without limitation income tax, wealth tax, excise duty, service tax, applicable state Value Added Tax, CGST, SGST, IGST, GST Compensation Cess, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.



8.4 Any refund under the Tax Laws due to the Transferor Companies consequent to the assessments made on the Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.



8.5 Without prejudice to the generality of the above, all benefits including under the income tax, excise duty, service tax, applicable State Value Added Tax Laws, CGST, SGST, IGST, GST Compensation Cess etc., including but not limited to MAT Credit, to which the Transferor Companies are entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.



8.6 The Transferee Company shall be entitled to file / revise its income-tax returns, TDS certificates, TDS returns, GST returns, and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, credits of all taxes paid / withheld, if any, as may be required, consequent to implementation of this Scheme.



9. CONTRACTS, DEEDS AND OTHER INSTRUMENTS



9.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of Intent, undertakings, arrangements, policies, agreements, services, guarantees, collaterals and securities and other instruments, if any, of whatsoever nature pertaining



to the Transferor Companies to which the Transferor Companies are a party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party thereto.

9.2 The Transferee Company shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which the Transferor Companies will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. The Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Companies and to implement and carry out all formalities required on the part of the Transferor Companies to give effect to the provisions of this Scheme.

10. TREATMENT OF STAFF, WORKMEN AND EMPLOYEES

10.1 On the Scheme becoming operative, all employees of the Transferor Companies in service on the Effective Date shall be deemed to have become employees of the Transferee Company without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them in the Transferor Companies.



10.2 The Transferee Company agrees that the services of all such employees with the Transferor Companies up to the Effective Date shall be taken into account for purposes of all retirement benefits to which they may be eligible in the Transferor Companies on the Effective Date.



10.3 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of the Transferor Companies shall become the Trusts/ Funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of the Transferor Companies in relation to such Fund or Funds shall become those of the Transferee Company. It is clarified that the services of the staff, workmen and employees of the Transferor Companies will be treated as having been continuous for the purpose of the said Fund or Funds.



H. CONDUCT OF BUSINESSES UNTIL EFFECTIVE DATE

With effect from the Appointed Date and upto and including the Effective Date:



11.1 The Transferor Companies shall carry on and be deemed to have been carrying on their business and activities and shall stand possessed of and hold all of their properties and assets for and on account of and in trust for the Transferee Company. The Transferor Companies hereby undertake to hold the said assets with utmost prudence.

11.2 The Transferor Companies shall carry on their business and activities with reasonable diligence, business prudence and shall not without the prior written consent of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with or dispose of their undertakings or any part thereof.

11.3 All the profits or income accruing or arising to the Transferor Companies less expenditure or losses incurred by the Transferor Companies shall for all purposes be treated and deemed to be profits or income or expenditure or losses (as the case may be) of the Transferee Company.



11.4 The Transferor Companies shall not vary the terms and conditions of employment of any of the employees except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Companies as the case may be, prior to the Appointed Date.



12. COMBINATION OF AUTHORISED SHARE CAPITAL

12.1 Upon this Scheme becoming effective, the Authorized Share Capital of the Transferee Company shall stand increased without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the authorized share capital of the Transferor Companies in terms of Clause 12.2 below, and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Sections 13, 14 (to the extent notified and Applicable), 61 of the Companies Act, 2013 read with Sections 31, 94 (to the extent Applicable) of Companies Act, 1956 and 232 of the Companies Act, 2013 and other applicable provisions of the Act would be required to be separately passed, as the case may be and for this purpose the stamp duties and fees paid on the authorized share capital of the Transferor Companies shall be utilized and applied to the increased authorized share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee by the Transferee Company for increase in the authorized share capital to that extent.



12.2 Pursuant to the Scheme becoming effective and consequent merger of the Transferor Companies into the Transferee Company, the authorized share capital of the Transferee Company will be as under:

Particulars	Amount (Rs)
<u>Authorized share capital</u>	
95,20,000 Equity shares of Rs 10/- each	9,52,00,000

12.3 It is clarified that the approval of the shareholders of the Transferee Company to the Scheme, whether at a meeting or otherwise, shall be deemed to be their consent / approval also to the amendment of the Memorandum of Association of the Transferee Company as may be required under the Act, and Clause 3 of the Memorandum of Association of the Transferee Company shall stand substituted without any further instrument or deed by virtue of and upon the coming into effect of this Scheme to read as follows:

Clause 3 of the Memorandum of Association of the Transferee Company –

“3. The Authorized Share Capital of the Company is Rs. 9,52,00,000/- (Rupees Nine Crore and Fifty Two Lakhs Only) divided into 95,20,000 (Ninety Five Lakhs Twenty Thousand) Equity Shares of Rs 10/- (Rupees Ten Only) each.

The Company shall have the power to increase, decrease or otherwise alter the share capital subject to the provisions of the Companies Act, 1956.”

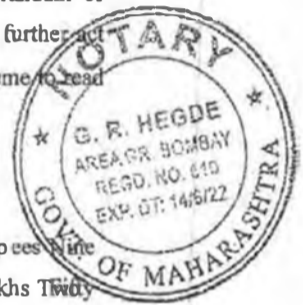
SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of businesses under Clause 4 above and the continuance of proceedings by or against the Transferor Companies above shall not affect any transaction or proceedings already concluded by the Transferor Companies before Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Companies in respect thereto as done and executed on behalf of itself.

DISSOLUTION OF THE TRANSFEROR COMPANIES

On the Scheme becoming effective the Transferor Companies shall be dissolved without being wound up.

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**PART C – GENERAL TERMS & CONDITIONS APPLICABLE TO THIS
SCHEME OF AMALGAMATION**

15. APPLICATION TO THE NCLT

The Transferor Companies and the Transferee Company, if required, shall, with all reasonable dispatch, make applications to the NCLT or such other appropriate authority under Sections 230 to 232 of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the members and creditors of each of the Transferor Company 1, Transferor Company 2, Transferor Company 3, Transferor Company 4, Transferor Company 5, Transferor Company 6 and the Transferee Company as may be directed by the NCLT or such other appropriate authority.



16. MODIFICATION / AMENDMENT TO THE SCHEME

Subject to approval of NCLT, the Board of Directors of respective Companies, may consent, on behalf of all persons concerned, to any modifications or amendments of the Scheme or to any conditions or limitations that the NCLT may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect. For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Transferor Companies and the Transferee Company be and are hereby authorised to give such directions and to take all such steps as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties whether by reason of any direction or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of this Scheme and/or any matters concerning or connected therewith. No modification or amendment to the Scheme will be carried out or effected by the Board without approaching the NCLT.



17. CONDITIONALITY OF THE SCHEME

The Scheme is conditional upon and subject to the following:



17.1 The Scheme being approved / consented to by requisite majorities in number and value of such classes of persons including the respective members and/or creditors as may be directed by the NCLT.



The sanction of this Scheme by the NCLT or any other appropriate authority under Sections 230 to 232 and other applicable provisions.



17.3 The certified copies of the order of NCLT under section 230 to 232 of the Act sanctioning the Scheme being filed with the Registrar of Companies, Mumbai, Maharashtra.

18. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

In the event of any of the said sanctions and approvals/consents referred to in the preceding Clause not being obtained and/or the Scheme not being sanctioned by the NCLT or such other competent authority and/or the Order not being passed as aforesaid within such period or periods as may be agreed upon between the Transferor Companies and the Transferee Company by their Board of Directors (and which the Boards of Directors of the Transferor Companies and Transferee Company are hereby empowered and authorised to agree to and extend the Scheme from time to time without any limitation) failing which this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.



19. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed), incurred in carrying out and implementing this Scheme and matters incidentals thereto, shall be borne by the Transferee Company.



Certified True Copy
Copy Issued "free of cost"
On _____

Sachin Kumar
Deputy Registrar
National Company Law Tribunal Mumbai Bench
Government of India
18/02/2022



AKASHDEEP INTERNATIONAL PVT. LTD.

Manufacturer & Exporter

Regd. Off.: Topiwala Centre, 10th Floor, Gala No. 1001, Off S. V. Road, Goregaon (West), Mumbai - 400 062.
Tel.: 91-22-4043 6666 Fax : 91-22-4043 6662 CIN No.: U74140MH1995PTC084537
Email : info@akashdeepintl.com Web : www.akashdeepintl.com

Date: June 28, 2022

To,
National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex,
Bandra (E),
Mumbai- 400051

BSE Limited
Listing Department
P.J. Towers, 1st Floor,
Dalal Street, Fort,
Mumbai - 400 001

Scrip Name: BHAGERIA

Security Code: 530803

Sub: Disclosure under regulation 29(2) of SEBI (SAST) Regulation, 2011.

Dear Sir / Madam,

This is to inform you that, pursuant to the Scheme of Amalgamation, as approved by The Hon'ble National Company Law Tribunal, Mumbai Bench vide order dated December 23, 2021, one of the Promoter Group Company of "Bhageria Industries Limited" (BIL) being Allied Rainbow Asia Steel Private Limited (ARASPL) has got amalgamated with "Akashdeep International Private Limited" (AIPL) i.e. another Promoter Group Company of BIL.

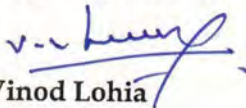
Accordingly, the shares which were earlier in the name of ARASPL are now being transferred in the name of AIPL w.e.f. June 27, 2022.

In this regards, please find attached herewith the disclosure under regulation 29(2) of SEBI (SAST) Regulation, 2011 in respect of acquisition of stake by AIPL in BIL pursuant to aforesaid Scheme of Amalgamation.

Please take the same on record and acknowledge.

Thanking you.

You're faithfully,
For and on behalf of Akashdeep International Private Limited
(Acquirer/Promoter Group/PAC)


Vinod Lohia

Director
(DIN: 03543860)



CC-

Bhageria Industries Limited

1002, 10th Floor, Topiwala Centre, Off. S.V.Road, Goregaon-W, Mumbai-400062.

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

1. Name of the Target Company (TC)	Bhageria Industries Limited		
2. Name(s) of the acquirer and Persons Acting in Concert (PAC) with the acquirer	Akashdeep International Private Limited		
3. Whether the acquirer belongs to Promoter/Promoter group	Yes, Promoter/Promoter Group		
4. Name(s) of the Stock Exchange(s) where the shares of TC are Listed	BSE Limited and National Stock Exchange of India Limited		
5. Details of the acquisition / disposal / holding of shares / voting rights / holding of the Acquirer and PAC	Number of Shares	% 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	39,98,372	9.16%	9.16%
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 TC (specify holding in each category)			
e) Total (a+b+c+d)	39,98,372	9.16%	9.16%
Details of acquisition/sale			
a) Shares carrying voting rights acquired/sold	12,98,000	2.97%	2.97%
b) VRs acquired /sold 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			
d) Shares encumbered / invoked/released by the acquirer			
e) Total (a+b+c+d)	12,98,000	2.97%	2.97%
After the acquisition/sale, holding of:			
a) Shares carrying voting rights	52,96,372	12.14%	12.14%
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)	52,96,372	12.14%	12.14%
6. Mode of acquisition / sale (e.g. open market / off-market / public issue / rights issue / preferential allotment / inter-se transfer etc).	Pursuant to the Scheme of Amalgamation, as approved by The Hon'ble National Company Law Tribunal, Mumbai Bench vide order dated December 23, 2021		
7. Date of acquisition / sale of shares / VR or date of receipt of intimation of allotment of shares, whichever is applicable	27-06-2022		
8. Equity share capital / total voting capital of the TC before the said acquisition / sale	Rs.218220900 (43644180 equity shares of Rs 5 each)		
9. Equity share capital/ total voting capital of the TC after the said acquisition / sale	Rs.218220900 (43644180 equity shares of Rs 5 each)		
10. Total diluted share/ voting capital of the TC after the said acquisition/sale.	Rs.218220900 (43644180 equity shares of Rs 5 each)		

(*) Total share capital/ voting capital to be taken as per the latest filing done by the company to the Stock Exchange under clause 35 of the listing Agreement.

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

**For and on behalf of Akashdeep International Private Limited
(Acquirer/Promoter Group/PAC)**

Vinod Lohia
Vinod Lohia
Director
(DIN: 03543860)



Place: Mumbai
Date: 28-06-2022



AKASHDEEP INTERNATIONAL PVT. LTD.

Manufacturer & Exporter

Regd. Off.: Topiwala Centre, 10th Floor, Gala No. 1001, Off S. V. Road, Goregaon (West), Mumbai - 400 062.
Tel.: 91-22-4043 6666 Fax : 91-22-4043 6662 CIN No.: U74140MH1995PTC084537
Email : info@akashdeepintl.com Web : www.akashdeepintl.com

To,
The Compliance Officer
Bhageria Industries limited
1002,10th Floor, Topiwala Centre,
S. V Road, Goregaon West,
Mumbai 400 063.

Sub: - Disclosure under SEBI (Prohibition of Insider Trading) Regulations, 2015

Dear Sir/ Madam,

This is to inform you that, pursuant to the Scheme of Amalgamation, as approved by The Hon'ble National Company Law Tribunal, Mumbai Bench vide order dated December 23, 2021, one of the Promoter Group Company of "Bhageria Industries Limited" (BIL) being Allied Rainbow Asia Steel Private Limited (ARASPL) has got amalgamated with "Akashdeep International Private Limited" (AIPL) i.e. another Promoter Group Company of BIL.

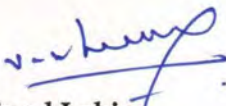
Accordingly, the shares which were earlier in the name of ARASPL are now being transferred in the name of AIPL w.e.f. June 27, 2022.

In this regards, please find attached herewith the disclosure in **Form C** under SEBI (Prohibition of Insider Trading) Regulations, 2015.

Kindly acknowledge this letter.

Thanking you for your consideration.

**For and on behalf of Akashdeep International Private Limited
(Acquirer/Promoter Group/PAC)**


Vinod Lohia
Director
(DIN: 03543860)



Date: June 28, 2022
Place: Mumbai

Encl: as above

FORM C
Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7 (2) read with Regulation 6 (2)]

Name of the company: **BHAGERIA INDUSTRIES LIMITED**
 ISIN of the company: **INE354C01027**

Details of change in holding of Securities of Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Name, PAN No., CIN/DIN, & address of Promoter/ Employee / Director with contact nos.	Category of Person (Promoters/ KMP / Directors/ immediate relatives/ others etc.)	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of acquisition (market purchase/public rights/ preferential offer / off market/ Inter-se transfer etc.)	Trading in derivatives (Specify type of contract, Futures or Options etc)						Exchange on which the trade was executed
		Type of security (For eg. - Shares, Warrants, Convertible Debenture s etc.)	No. and % of shareholding	Type of security (For eg. - Shares, Warrants, Convertible Debenture s etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge/ Revolve/ Invoke)	Type of security (For eg. - Shares, Warrants, Convertible Debenture s etc.)	No. and % of shareholding	from	To			Type of contract	Contract specifications	Buy		Sell		
																Value	Number of units (contracts * lot size)	Value	Number of units (contracts * lot size)	
Akashdeep International Private Limited PAN: AAECA0649J Office No.1001, 10th Floor, Topiwala Centre, Off S.V. Road, Goregaon (West), Mumbai - 400062	Promoter Group	Equity Shares	3998372 shares (9.16%)	Equity Shares	12,98,000		Buy	Equity Shares	5296372 shares (12.14%)	27-06-2022	27-06-2022	28-06-2022	Scheme of Amalgamation/Merger/Demerger/Arrangement					N.A.		N.A.

Note: "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

For and on behalf of Akashdeep International Private Limited
 (Acquirer/Promoter Group/PAC)

Vinod Lohia
 Director
 (DIN: 03543860)
 Place: Mumbai
 Date: June 28, 2022



Annexure VI

ALLIED RAINBOW ASIA STEEL PVT. LTD.

The Former Name: M & B Speciality and Pharma Pvt. Ltd.

A1/101, Virwani Industrial Estate, W.E. Highway, Goregaon (East), Mumbai - 400 063.
TEL: +91-22-4043 6666 FAX: +91-22-2927 1323 / 2927 1197. E MAIL: info@alliedrainbow.com.
CIN: U27100MH2005PTC152852

Date: June 28, 2022

To,
National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex,
Bandra (E),
Mumbai- 400051

BSE Limited
Listing Department
P.J. Towers, 1st Floor,
Dalal Street, Fort,
Mumbai - 400 001

Scrip Name: BHAGERIA

Security Code: 530803

Sub: Disclosure under regulation 29(2) of SEBI (SAST) Regulation, 2011.

Dear Sir / Madam,

This is to inform you that Pursuant to the Scheme of Amalgamation, as approved by The Hon'ble National Company Law Tribunal, Mumbai Bench vide order dated December 23, 2021, one of the Promoter Group Company of "Bhageria Industries Limited" (BIL) being Allied Rainbow Asia Steel Private Limited (ARASPL) has got amalgamated with "Akashdeep International Private Limited" (AIPL) i.e. another Promoter Group Company of BIL.

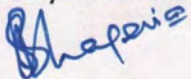
Accordingly, the shares which were earlier in the name of ARASPL are now being transferred in the name of AIPL w.e.f. June 27, 2022.

In this regards, please find attached herewith the disclosure under regulation 29(2) of SEBI (SAST) Regulation, 2011 in respect of disposal of stake by ARASPL in Bhageria Industries Limited.

Please take the same on record and acknowledge.

Thanking you.

You're faithfully,
For and on behalf of Allied Rainbow Asia Steel Private Limited
(Seller/Promoter Group/PAC)


Suresh Bhageria
Director
(DIN:00540285)



CC-
Bhageria Industries Limited
1002, 10th Floor, Topiwala Centre, Off. S.V.Road, Goregaon-W, Mumbai-400062.

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

1. Name of the Target Company (TC)	Bhageria Industries Limited		
2. Name(s) of the acquirer and Persons Acting in Concert (PAC) with the acquirer	Allied Rainbow Asia Steel Private Limited		
3. Whether the acquirer belongs to Promoter/Promoter group	Yes, Promoter/Promoter Group		
4. Name(s) of the Stock Exchange(s) where the shares of TC are Listed	BSE Limited and National Stock Exchange of India Limited		
5. Details of the acquisition / disposal / holding of shares / voting rights / holding of the Acquirer and PAC	Number of Shares	% 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	12,98,000	2.97%	2.97%
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 TC (specify holding in each category)			
e) Total (a+b+c+d)	12,98,000	2.97%	2.97%
Details of acquisition / sale			
a) Shares carrying voting rights acquired/sold	12,98,000	2.97%	2.97%
b) VRs acquired /sold 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			
d) Shares encumbered / invoked/released by the acquirer			
e) Total (a+b+c+d)	12,98,000	2.97%	2.97%
After the acquisition / sale, holding of:			
a) Shares carrying voting rights	0	0.00%	0.00%
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)	0	0.00%	0.00%
6. Mode of acquisition / sale (e.g. open market / off-market / public issue / rights issue / preferential allotment / inter-se transfer etc).	Pursuant to the Scheme of Amalgamation, as approved by The Hon'ble National Company Law Tribunal, Mumbai Bench vide order dated December 23, 2021		
7. Date of acquisition / sale of shares / VR or date of receipt of intimation of allotment of shares, whichever is applicable	27-06-2022		
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10. Total diluted share/voting capital of the TC after the said acquisition/sale.	Rs.218220900 (43644180 equity shares of Rs 5 each)		

(*) Total share capital/ voting capital to be taken as per the latest filing done by the company to the Stock Exchange under clause 35 of the listing Agreement.

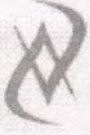
(**) Diluted share/voting capital means the total number of shares in the TC assuming full conversion of the outstanding convertible securities / warrants into equity shares of the TC.

For and on behalf of Allied Rainbow Asia Steel Private Limited
(Seller/Promoter Group/PAC)

Suresh Bhageria
Director
(DIN: 00540285)



Place: Mumbai
Date: 28-06-2022



ALLIED RAINBOW ASIA STEEL PVT. LTD.

The Former Name: M & B Speciality and Pharma Pvt. Ltd.

A1/101, Virwani Industrial Estate, W.E. Highway, Goregaon (East), Mumbai - 400 063.
TEL: +91-22-4043 6666 FAX: +91-22-2927 1323 / 2927 1197. E MAIL: info@alliedrainbow.com.
CIN: U27100MH2005PTC152852

To,
The Compliance Officer
Bhageria Industries limited
1002,10 Floor, Topiwala Centre
S. V Road Goregaon West
Mumbai 400 063

Sub: - Disclosure under SEBI (Prohibition of Insider Trading) Regulations, 2015

Dear Sir/ Madam,

This is to inform you that Pursuant to the Scheme of Amalgamation, as approved by The Hon'ble National Company Law Tribunal, Mumbai Bench vide order dated December 23, 2021, one of the Promoter Group Company of "Bhageria Industries Limited" (BIL) being Allied Rainbow Asia Steel Private Limited (ARASPL) has got amalgamated with "Akashdeep International Private Limited" (AIPL) i.e. another Promoter Group Company of BIL.

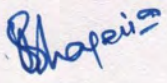
Accordingly, the shares which were earlier in the name of ARASPL are now being transferred in the name of AIPL w.e.f. June 27, 2022.

In this regards, please find attached herewith the disclosure in Form C under SEBI (Prohibition of Insider Trading) Regulations, 2015.

Kindly acknowledge this letter.

Thanking you for your consideration.

For and on behalf of Allied Rainbow Asia Steel Private Limited
(Seller/Promoter Group/PAC)


Suresh Bhageria
Director
(DIN:00540285)



Date: June 28, 2022
Place: Mumbai

Encl: as above

FORM C

Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7 (2) read with Regulation 6 (2)]

Name of the company: **BHAGERIA INDUSTRIES LIMITED**
ISIN of the company: **INE354C01027**

Details of change in holding of Securities of Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Name, PAN No., CIN/DIN, & address of Promoter/ Employee / Director with contact nos.	Category of Person (Promoters/ KMP / Directors/ immediate relatives/ others etc.)	Securities held prior to acquisition/disposal		Securities acquired/Disposed				Securities held post acquisition/disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to company	Mode of disposal (market purchase/public rights/preferential offer / off market/ inter-se transfer etc.	Trading in derivatives (Specify type of contract, Futures or Options etc)					Exchange on which the trade was executed	
		Type of security (For eg. - Shares, Warrants, Convertible Debenture s etc.)	No and % of shareholding	Type of security (For eg. - Shares, Warrants, Convertible Debenture s etc.)	No.	Value	Transaction Type (Buy/Sale/Pledge / Revoke/ Invoke)	Type of security (For eg. - Shares, Warrants, Convertible Debenture s etc.)	No. and % of shareholding	from	To			Type of contract	Contract specifications	Buy		Sell		
																Value	Number of units (contracts * lot size)	Value		Number of units (contracts * lot size)
Allied Rainbow Asia Steel Private Limited PAN: AAECM7672F A1/101, Virwani Industrial Estate, Off W.E. Highway, Goregaon (East), Mumbai - 400 063	Promoter Group	Equity Shares	1298000 shares (2.97%)	Equity Shares	12,98,000	-	Sell	Equity Shares	Nil shares (0%)	27-06-2022	27-06-2022	28-06-2022	Scheme of Amalgamation/Merger/Demerger/Arrangement					N.A.		N.A.

Note: "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

For and on behalf of Allied Rainbow Asia Steel Private Limited
(Seller/Promoter Group/PAC)

Suresh Bhageria
Director
(DIN: 00540285)
Place: Mumbai
Date: June 28, 2022

