

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

RALLIS INDIA LIMITED

REGISTERED AND INCORPORATED ON THE

23RD DAY OF AUGUST, 1948

Certificate of Incorporation

No. $\frac{17045}{534}$ of 1948-1949

I hereby certify that **RALLIS INDIA LIMITED** is this day incorporated under the Indian Companies' Act VII of 1913, and that the Company is Limited.

Given under my hand at Calcutta this twenty-third day of August One thousand nine hundred and forty-eight.

Seal of
the Registrar of
Joint Stock
Companies Under Act
VII of 1913.

Sd./- **B. P. ROY,**
Registrar of Joint Stock Companies.

No. 11-14083 of 1968-69



सत्यमेव जयते

[Section 18 (3) of Companies Act 1956]

CERTIFICATE OF REGISTRATION OF THE ORDER OF
COURT CONFIRMING TRANSFER OF THE REGISTERED
OFFICE FROM ONE STATE TO ANOTHER

The **RALLIS INDIA LIMITED** having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the registered office by changing it from the State of **West Bengal** to the State of **Maharashtra** and such alteration having been confirmed by an order of the **The High Court at Calcutta** bearing date the **21st November, 1967**.

I hereby certify that a certified copy of the said order has this day been registered.

*Given under my hand at **BOMBAY** the 28th day of August One thousand nine hundred and Sixty Eight (6th Bhadra 1890 Saka).*

The Seal of
the Registrar
of Companies,
Maharashtra.

Sd/- S. C. Bafna
Registrar of Companies
Maharashtra

INDEX
Particulars

	Page No.
MEMORANDUM OF ASSOCIATION :.....	1 -7
ARTICLES OF ASSOCIATION	
Article No.	
1. Table 'A' not to apply but Company to be governed by these Articles	9
INTERPRETATION	
2. Interpretation Clause	9
"The Act"	9
"Auditors"	9
"Beneficial Owner"	9
"Board" or "Board of Directors"	9
"Capital"	9
"The Company" or "this Company"	9
"Debenture"	9
"Depository"	9
"Depositories Act, 1996"	9
"Directors"	9
"Dividend"	9
"Gender"	9
"In writing" and "Written"	10
"Member"	10
"Meeting" or "General Meeting"	10
"Annual General Meeting"	10
"Extraordinary General Meeting"	10
"Month"	10
"Office"	10
"Paid-up"	10
"Persons"	10
"Register of Members"	10
"The Registrar"	10
"Secretary"	10
"Seal"	10
"Securities & Exchange Board of India"	10
"Share"	10
"Singular Number"	10
"Ordinary Resolution" and "Special Resolution"	10
"Year" and "Financial Year"	10

Particulars

Article No.	CAPITAL AND INCREASE AND REDUCTION IN CAPITAL	Page No.
3.	Amount of Capital.....	11
4.	Increase of Capital by the Company, and how carried into effect.....	11
4A.	Issue of Shares without voting rights	11
5.	New capital same as existing capital.....	11
5A.	Cumulative Redeemable Preference Shares	11
6.	Reduction of capital	12
7.	Sub-division, consolidation and cancellation of shares	12
8.	Modification of rights	12
SHARES AND CERTIFICATES		
9.	Register and Index of Members	13
9A.	Power of the Company to dematerialise and rematerialise	13
10.	Shares to be numbered progressively and no share to be sub-divided.....	13
11.	Further issue of capital	13
12.	Shares under control of Directors	14
13.	Power also to Company in General Meeting to issue shares	14
14.	Acceptance of shares	14
15.	Deposit and call etc. to be a debt payable immediately.....	14
16.	Liability of Members.....	14
17.	Share certificates.....	14
18-19.	Renewal of Share Certificates	15-16
20.	The first named of jointholders deemed sole holder.....	16
21.	Company not bound to recognise any interest in share other than that of registered holder.....	16
21A.	Specific beneficial provisions of the Companies Act, 1956 not to apply to Depository	16
22.	Funds of Company may not be applied in purchase of shares of the Company	16
22A.	Buy Back of Shares.....	17
UNDERWRITING AND BROKERAGE		
23.	Commission may be paid	17
24.	Brokerage	17
INTEREST OUT OF CAPITAL		
25.	Interest may be paid out of capital	17
CALLS		
26.	Board may make calls	17
27.	Notice of calls	17
28.	Calls to date from resolution.....	17
29.	Calls may be revoked or postponed.....	17
30.	Liability of joint-holders	17
31.	Board may extend time	17
32.	Calls to carry interest.....	18
33.	Sums deemed to be calls	18
34.	Proof on trial of suit for money due on shares.....	18

Article No.	Particulars	Page No.
35.	Partial payment not to preclude forfeiture	18
36.	Payment in anticipation of calls may carry interest.....	18
37.	Voting rights for sums paid in advance	18
LIEN		
38.	Company to have lien on shares.....	18
39.	As to enforcing lien by sale.....	19
40.	Application of proceeds of sale.....	19
FORFEITURE OF SHARES		
41.	If money payable on shares not paid, notice to be given to Member.....	19
42.	Terms of Notice	19
43.	In default of payment shares to be forfeited.....	19
44.	Notice of forfeiture to a Member	19
45.	Forfeited share to be property of the Company and may be sold, etc.	19
46.	Member still liable to pay money owing at time of forfeiture and interest ..	20
47.	Effect of forfeiture.....	20
48.	Evidence of forfeiture.....	20
49.	Validity of sale under Articles 39 and 45	20
50.	Cancellation of share certificates in respect of forfeited shares	20
51.	Power to annul forfeiture.....	20
TRANSFER AND TRANSMISSION OF SHARES		
52.	Register of Transfers	20
52A.	Shares held in electronic and fungible form	20
53.	Form of Transfer.....	20
54.	Transfer form to be completed and presented to the Company.....	20
55.	Transfer books and Register of Members or Debenture holders when closed	21
56-57.	Board may refuse to register transfers	21
58.	Notice of application when to be given.....	22
59.	Death of one or more joint-holders of shares	22
60.	Title to shares of deceased Member.....	22
61.	Shares not to be subscribed for or transferred to certain persons.....	22
62.	Compliance with the Estate Duty Act, 1953, if applicable	22
63(a).	Registration of persons entitled to shares otherwise than by transfer	22
63(b).	Refusal to register in case of transmission.....	23
64.	Persons entitled may receive dividend without being registered as Member .	23
65.	Fee on transfer or transmission	23
66.	Company not liable for disregard of a notice prohibiting registration of a transfer.....	23
COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS		
67.	Copies of Memorandum and Articles of Association to be sent by the Company	23
BORROWING POWERS		
68.	Power to borrow	23
69.	Payment or repayment of moneys borrowed	23
70.	Terms of issue of debentures.....	23

Article No.	Particulars	Page No.
71.	Register of Mortgages, etc to be kept.....	24
72.	Register and Index of Debentureholders.....	24
73.	Transfer, transmission etc, of debentures	24
CONVERSION OF SHARES INTO STOCK AND RECONVERSION		
74.	Shares may be converted into stock.....	24
75.	Rights of stock holders	24
MEETINGS OF THE MEMBERS		
76.	Annual General Meeting.....	24
77.	Extra-ordinary General Meeting.....	25
78.	Requisition of Members to state object of Meeting	25
79.	On receipt of requisition, Board to call Meetings and in default requisitionists may do so	25
80.	Meeting called by requisitionists	25
81.	Twenty-one days' notice of meeting to be given	25
82.	Omission to give notice not to invalidate a resolution passed.....	26
83.	Meeting not to transact business not mentioned in the notice.....	26
84.	Quorum at General Meeting.....	26
85.	Body Corporate deemed to be personally present.....	26
86.	If quorum not present meeting to be dissolved or adjourned	26
87.	Chairman of General Meeting.....	26
88.	Business confined to election of Chairman whilst Chair vacant.....	26
89.	Chairman with consent may adjourn meeting.....	26
90(a).	Question at General Meeting how to be decided	26
90(b).	Chairman's casting vote.....	27
91.	Poll to be taken if demanded.....	27
92.	Scrutineers at poll.....	27
93.	In what case poll taken without adjournment	27
94.	Demand for poll not to prevent transaction of other business	27
VOTES OF MEMBERS		
95.	Members in arrears not to vote.....	27
96.	Number of votes to which Member entitled	27
97.	Casting of votes by a Member entitled to more than one vote.....	27
98.	How Members non-composmentis and minor may vote.....	28
99.	Votes of joint-members	28
100.	Voting in person or by proxy	28
101.	Votes in respect of shares of deceased and insolvent Member	28
102.	Appointment of proxy.....	28
103.	Proxy either for specified meeting or for a period.....	28
104.	Proxy to vote only on a poll.....	28
105.	Deposit of instrument of appointment.....	28
106.	Form of proxy.....	28
107.	Validity of votes given by proxy notwithstanding death of member	28

Article No.	Particulars	Page No.
108.	Time for objection to vote	29
109.	Chairman of the meeting to be the judge of validity of any vote	29
110.	Minutes of General Meeting and inspection thereof by Members	29
DIRECTORS		
111.	Number of Directors	29
112(1).	Proportion to retire by rotation	29
112(2).	Retirement and rotation of Directors.....	29
113(A).	Appointment of nominee Director by ICICI	30
113(B).	Nominee Director(s)	31
113(C).	Special Director	32
114.	Power to appoint nominated Directors.....	32
115.	Appointment of Alternate Director	32
116(a).	Board's power to add to Board	33
116(b).	Board's power to fill casual vacancies	33
117.	Remuneration of Directors	33
118.	Remuneration for extra service.....	33
119.	Directors may act notwithstanding any vacancy	33
120.	When office of Directors to become vacant.....	33
121.	Directors not to hold office of profit under the Company or its subsidiary.	34
122.	Director may contract with the Company	34
123.	When Director of this Company appoints Directors of a Company in which the Company is interested either as a vendor or otherwise.....	35
124.	Appointment of Directors to be voted on individually.....	35
125.	Power to remove Director by Ordinary Resolution on Special Notice.....	35
126.	Disclosure of interest.....	35
127.	General notice of interest.....	36
128.	Interested Director not to participate or vote in Board's proceedings.....	36
129.	Register of contracts in which Directors are interested.....	36
130.	Directors may be Directors of companies promoted by the Company	36
131.	Company may increase or reduce the number of Directors.....	36
132.	Notice of candidature for office of Director except in certain cases	37
133(a).	Register of Directors, etc. and notification of change to Registrar	37
133(b).	Register of shares or debentures held by Directors	37
134(a).	Disclosure by Director of appointment to any other body corporate.....	37
134(b).	Disclosure by Director of his holdings of shares and debentures of the Company, etc.	37
MANAGING DIRECTOR(S) AND WHOLE - TIME DIRECTOR(S)		
135.	Board may appoint Managing Director or Managing Directors.....	37
136.	Board may appoint Whole-time Director or Whole-time Directors	38
137.	Restriction of Management.....	38
138.	Certain persons not to be appointed Managing or Whole-time Directors...	38
139.	Special position of Managing or Whole-time Directors.....	38

Article No.	Particulars	Page No.
PROCEEDINGS OF THE BOARD OF DIRECTORS		
140.	Meetings of Directors	38
141.	Notice of Meeting	38
142.	Quorum	39
143.	Powers of Board Meeting	39
144.	Adjournment of meeting for want of quorum.....	39
145.	When meeting to be convened	39
146.	Chairman.....	39
147.	Deputy Chairman.....	39
148.	Election of Chairman of a Board in the absence of the permanent Chairman or Deputy Chairman.....	39
149.	Decisions at Board Meetings.....	39
150.	Board may appoint Committee.....	39
151.	Meetings of Committee, how to be governed	40
152.	Resolution by circulation.....	40
153.	Acts of Board or Committee valid notwithstanding informal appointment.	40
154.	Minutes of proceedings of meetings of the Board and Committees to be kept.....	40
155.	Powers of Board	41
156.	Certain powers of the Board.....	41
SOCIAL RESPONSIBILITIES OF THE COMPANY		
156A.	Social Responsibilities of the Company	45
MANAGEMENT		
157.	Prohibition of simultaneous appointment of different categories of managerial personnel.....	45
THE SECRETARY		
158.	Secretary	45
THE SEAL		
159.	The Seal its custody and use.....	45
160.	Deeds how executed.....	45
DIVIDENDS		
161.	Division of profits	45
162.	The Company in General Meeting may declare a dividend	45
163.	Dividends only to be paid out of profits	46
164.	Interim dividend.....	46
165.	Capital paid-up in advance at interest not to earn dividend.....	46
166.	Dividends in proportion to amount paid up	46
167.	Retention of dividend until completion of transfer under Article 62.....	46
168.	Dividend etc to jointholders.....	46
169.	No Member to receive dividend whilst indebted to the Company and Company's right of reimbursement thereof	47
170.	Transfer of shares must be registered.....	47
171.	Transfer not registered	47
172.	Dividends how remitted	47

Article No.	Particulars	Page No.
173.	No interest on dividends.....	47
174.	Dividend declared but not paid	47
175.	Dividend and call together	47
CAPITALISATION		
176.	Capitalisation.....	47
177.	Surplus on sale of capital assets.....	48
178.	Board empowered to settle difficulties on capitalisation etc.	48
ACCOUNTS		
179.	Company to keep true accounts	48
180.	As to inspection of accounts or books by Members	49
181.	Statement of accounts to be furnished in general meeting.....	49
182.	Copies of balance sheets etc. to be sent to members	49
AUDIT		
183.	Auditors, their rights, duties and liabilities	49
184.	When accounts to be deemed finally settled.....	49
185.	Power to amend audited accounts laid before the Company in General Meeting.....	49
DOCUMENTS AND NOTICES		
186.	Service of documents or notices on Members by Company.....	50
187.	By advertisement.....	50
188.	On joint-holders.....	50
189.	On personal representatives, etc.	50
190.	To whom documents or notices must be served or given.....	50
191.	Members bound by documents or notices served or given to previous holders	50
192.	Document or notice by Company and signature thereto	50
193.	Service of documents or notices by Members.....	50
WINDING UP		
194.	Liquidator may divide assets in specie	51
INDEMNITY AND RESPONSIBILITY		
195.	Directors and others' right of indemnity	51
INSPECTION OF REGISTERS ETC		
196.	Inspection of Registers etc	51
SECURITY CLAUSE		
197.	Secrecy Clause	51
APPENDICES		
I.	Bombay High Court's Order dated 26th April, 1962 sanctioning merger of Teddington Chemical Factory Limited.....	52
II.	Bombay High Court's Supplementary Order dated 16th May, 1962 re:merger of Teddington Chemical Factory Limited	59
III.	Calcutta High Court's Order dated 28th September, 1965 sanctioning merger of Ralli Hoyland Limited	60

Article No.	Particulars	Page No.
IV.	Bombay High Court's Order dated 19th September, 1966 sanctioning merger of Rallifan Limited.....	63
V.	Bombay High Court's Order dated 29th October, 1973 sanctioning merger of Tata Fison Industries Limited, pursuant to Amalgamation Petition by Rallis India Limited.....	68
VI.	Bombay High Court's Order dated 29th October, 1973 sanctioning merger of Tata Fison Industries Limited, pursuant to Amalgamation Petition by Tata Fison Industries Limited.....	71
VII.	Bombay High Court's Order dated 9th January, 1980 sanctioning merger of Ralli Chemicals Limited.....	81
VIII.	Bombay High Court's Order dated 9th January, 1980 sanctioning merger of Ralli Chemicals Limited.....	84
IX.	Bombay High Court's Order dated 30th March, 1983 sanctioning merger of Whiffens (India) Limited.....	89
X.	Bombay High Court's Order dated 30th March, 1983 sanctioning merger of Whiffens (India) Limited.....	92
XI.	Bombay High Court's Order dated 29th January, 1986 sanctioning merger of Protein Products of India Limited.....	99
XII.	Madras High Court's Order dated 24th January, 1986 sanctioning merger of Protein Products of India Limited.....	102
XIII.	Agreement dated 15th December, 1988 between Mr. Vijay Rai (Managing Director) and Rallis India Limited.....	108
XIV.	Bombay High Court's Order dated 5th July, 1989 sanctioning merger of Ralli Machines Limited.....	111
XV.	Gujarat High Court's Order dated 13th July, 1989 sanctioning merger of Ralli Machines Limited.....	117
XVI.	Bombay High Court's Order dated 25th April, 1991 sanctioning merger of Accumax Limited.....	126
XVII.	Gujarat High Court's Order dated 20th April, 1991 sanctioning merger of Accumax Limited.....	132
XVIII.	Bombay High Court's Order dated 27th February, 1992 and 5th March, 1992 sanctioning merger of Ahura Consultants and Investments Limited..	135
XIX.	Bombay High Court's Order dated 27th February, 1992 and 5th March, 1992 sanctioning merger of Ahura Consultants and Investments Limited..	137
XX.	Agreement dated 8th September, 1993 between Mr. Vijay Rai (Managing Director) and Rallis India Limited.....	142
XXI.	Agreement dated 1st December, 1993 between Mr. Vijay Rai (Managing Director) and Rallis India Limited.....	145
XXII.	Supplemental Agreement dated 22nd September, 1995 between Mr. Vijay Rai (Managing Director) and Rallis India Limited.....	149
XXIII.	Second Supplemental Agreement dated 1st October, 1996 between Mr. Vijay Rai (Managing Director) and Rallis India Limited.....	151
XXIV.	Agreement dated 3rd September, 1998 between Mr. Vijay Rai (Managing Director) and Rallis India Limited.....	152
XXV.	Agreement dated 14th September, 2000 between Mr. Rajeev Dubey (Executive Director and Chief Executive Officer) and Rallis India Limited..	155
XXVI.	Agreement dated 12th October, 2001 between Mr. Rajeev Dubey (Chief Executive Officer and Executive Director) and Rallis India Limited.....	158
XXVII.	Supplemental Agreement dated 24th October, 2002 between Mr. Rajeev Dubey (Chief Executive Officer and Executive Director) and Rallis India Limited.....	161
XXVIII.	Agreement dated 25th October, 2002 between Mr. Rajeev Dubey (Managing Director) and Rallis India Limited.....	163

Article No.	Particulars	Page No.
XXIX.	Agreement dated 14th October, 2003 between Dr. Venkatrao S. Sohoni (Managing Director) and Rallis India Limited.....	166
XXX.	Bombay High Court's Order dated 6th November, 2003 sanctioning merger of Rallis Finance & Investments Company Limited	169
XXXI.	Bombay High Court's Order dated 6th November, 2003 sanctioning merger of Rallis Farm Management Services Limited	174
XXXII.	Bombay High Court's Order dated 6th November, 2003 sanctioning merger of Rallis Hybrid Seeds Limited	179
XXXIII.	Bombay High Court's Order dated 6th November, 2003 sanctioning merger of Ralchem Limited.....	184
XXXIV.	Bombay High Court's Order dated 6th November, 2003 sanctioning merger of Sankhya Garments Limited.....	189
XXXV.	Bombay High Court's Order dated 6th November, 2003 sanctioning merger of Rallis Finance & Investments Company Limited, Rallis Farm Management Services Limited, Rallis Hybrid Seeds Limited, Ralchem Limited and Sankhya Garments Limited.....	194
XXXVI.	Bombay High Court's Order dated 12th December, 2003 sanctioning merger of Siris India Limited.....	212
XXXVII.	Andhra Pradesh High Court's Order dated 10th December, 2003 sanctioning merger of Siris India Limited	216
XXXVIII.	Supplemental Agreement dated 14th July, 2005 between Dr. Venkatrao S. Sohoni (Managing Director) and Rallis India Limited.....	228
XXXIX.	Agreement dated 15th June, 2006 between Dr. Venkatrao S. Sohoni (Managing Director) and Rallis India Limited.....	229
XL.	Agreement dated 9th July, 2007 between Mr. Veeramani Shankar (Executive Director) and Rallis India Limited.....	233
XLI.	Agreement dated 26th June, 2009 between Mr. Veeramani Shankar (Managing Director) and Rallis India Limited.....	241
XLII.	Agreement dated 23rd July, 2012 between Mr. Veeramani Shankar (Managing Director) and Rallis India Limited.....	249
XLIII.	Agreement dated 20th July, 2017 between Mr. Veeramani Shankar (Managing Director) and Rallis India Limited.....	257
XLIV.	Agreement dated 8th August, 2019 between Mr. Sanjiv Lal (Managing Director & CEO) and Rallis India Limited.....	265
XLV.	National Company Law Tribunal Mumbai Bench's Order dated 20th December, 2019 sanctioning Scheme of Merger by Absorption of Metahelix Life Sciences Limited with Rallis India Limited and their respective shareholders	274
XLVI.	National Company Law Tribunal Mumbai Bench's Order dated 20th February, 2020 sanctioning Scheme of Arrangement between Zero Waste Agro-Organics Limited and Rallis India Limited and their respective shareholders	325
XLVII.	Agreement dated 22nd April, 2024 between Dr. Gyanendra Shukla (Managing Director & CEO) and Rallis India Limited.....	348

Stamps Rs. 30

THE INDIAN COMPANIES ACT, 1913.

COMPANY LIMITED BY SHARES.

MEMORANDUM OF ASSOCIATION

OF

RALLIS INDIA LIMITED

1. The name of the Company is "RALLIS INDIA LIMITED."

*2. The Registered Office of the Company will be situate in the State of Maharashtra.

3. The objects for which the Company is established are (and it is expressly declared that the several sub-clauses of this clause and all the powers thereof are to be cumulative and in no case is the generality of any one sub-clause to be narrowed or restricted by any particularity of any other sub-clause, nor is any general expression in any sub-clause to be narrowed or restricted by any particularity of expression in the same sub-clause or by the application of any rule of construction *ejusdem generis* or otherwise) :-

- (1) To carry on all or any of the businesses of general merchants, factors, dealers, exporters and importers, warehousemen, shipowners, carriers, agents, commission agents, brokers, financiers, underwriters, insurers, civil and mechanical engineers, manufacturers of goods, machinery and other commodities of all kinds, and any other trade or business whatsoever which can, in the opinion of the Company, be advantageously or conveniently carried on by the Company or any of the businesses mentioned in this sub-clause, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.

**To carry on
business.**

*Adopted in terms of a Special Resolution passed at an Extraordinary General Meeting of the Company held on 23rd June, 1966 and approved and confirmed by the Calcutta High Court by its Order dated 21st November, 1967.

To construct and superintend.	(2)	To acquire, construct, carry out, equip, maintain, alter, improve, develop, manage, work, control and superintend any electric light and gasworks and power plant, telegraphs and telephones and any hats, markets, reservoirs, waterworks, tanks, bridges, coolie lines and houses, and bustees, villages, roads, ways, tramways, railways, bridges, canals, reservoirs, aquaducts, watercourses, dykes, drains, wharves, dyeworks, furnaces, crushing works, hydraulic works, workshops, factories, warehouses, sheds, dwellings, offices, shops, stores, buildings and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company and to contribute to subsidise or otherwise aid by taking part in any such operations.
To carry on business of general manufacturers, etc.	(3)	To buy, sell, manufacture, repair, alter, improve, exchange, let out on hire, import, export, and deal in all factories, works, plant, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things capable of being used in any business which this Company is competent to carry on or required by any customers of or person having dealings with the Company or commonly dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with in connection therewith and to manufacture, experiment with, render marketable and deal in all products of residual and by-products incidental to or obtained in any of the businesses carried on by the Company.
Purchase, lease, exchange.	(4)	To purchase, take on lease or tenancy or in exchange, hire, take options over or otherwise acquire for any estate or interest whatsoever and to hold, develop, work, cultivate, deal with and turn to account concessions, grants, decrees, licences, privileges, claims, options, leases, property, real or personal or rights or powers of any kind which may appear to be necessary or convenient for any business of the Company and to purchase, charter, hire, build or otherwise acquire vehicles of any or every sort or description for use on or under land or water or in the air and to employ the same in the carriage of merchandise of all kinds or passengers and to carry on the businesses of owners of trucks, trams, lorries, motor cars and of shipowners and lightermen and owners of aircraft in all or any of their respective branches.
Trawling and processing of marine products.	*(4A)	To carry on the business of trawling for fish and marine products of all descriptions, its by-products and extracts and to carry on the business of processing, refrigerating and freezing of all products including marine products.
Garment and wearing apparel.	*(4B)	To carry on or acquire or to manufacture, produce, sell and export and to deal in all types of garments and all articles of wearing apparel, goods and things made of linen, cloth, silk, wool, leather, rayon, nylon, fabric or fabrics of all kinds and nature.
Basic and fine chemicals.	*(4C)	To carry on the business of manufacturers of chemical products of any nature and kind whatsoever and as manufacturers of basic chemicals, fine chemicals, chemical auxiliaries, alkalies, pharmaceutical, photographic and medicinal chemicals, industrial and other preparations, compounds, drugs, dyestuff, organic or mineral intermediates.
Electronics and electrical equipment.	*(4D)	To carry on business of manufacturers and assemblers of electronic and electrical equipment of all kinds and components and accessories.

*Adopted in terms of a Special Resolution passed at the Annual General Meeting of the Company held on 29th March, 1974 and approved and confirmed by the Bombay High Court by its Order dated 4th October, 1974 which was registered by the Registrar of Companies, Maharashtra, on 5th February, 1975.

- | | | |
|-------|---|--|
| *(4E) | To manufacture, produce, design, assemble, alter, improve, repair, service and deal in watches, clocks of all kinds and other horological products, whether mechanical, electrical, electronic, computerised or otherwise and whether digital or conventional with hands or combination of both, and whether containing jewels, quartz or otherwise and whether working mechanically, electrically or on a dry battery cell or on solar power or any other kind of power and components, movements, parts, spares including cases straps and accessories connected therewith. | Clocks and Watches. |
| (5) | To sell, exchange, mortgage, let on lease, royalty or tribute, grant licences, easements, options and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit and in particular for stocks, shares whether fully or partly paid up or securities of any other company. | To sell undertaking and property of Company. |
| (6) | To advance, deposit with or lend money, securities and property to or receive loans or grants or deposits from the Government. | To advance, deposit with or lend money to Government. |
| (7) | To lend money, either with or without security, and generally to such persons and upon such terms and conditions as the Company may think fit. | Loans. |
| (8) | To undertake financial and commercial obligations, transactions and operations of all kinds. | Financial and commercial obligations. |
| (9) | To guarantee the performance of the obligations of and the payment of dividends and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered likely directly or indirectly to further the objects of the Company or the interests of its shareholders. | Guarantee. |
| (10) | To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or otherwise or of any persons whomsoever, whether incorporated or not incorporated, and generally to guarantee or become sureties for the performance of any contracts or obligations. | Guarantee and surety. |
| (11) | To subscribe for, absolutely or conditionally, purchase or otherwise acquire and to hold, dispose of and deal in shares, stocks, bonds, debentures and securities or obligations of Government, States, Companies, Corporations and Public, Local or other Bodies or Authorities in all parts of the world. | Holding stocks, shares and securities. |
| (12) | To invest any moneys of the Company not for the time being required for any of the purposes of the Company in such investments (other than shares or stock in the Company) as may be thought proper and to hold, sell or otherwise deal with such investments. | Investment. |
| (13) | To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture-stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital and to purchase, redeem and pay off any such securities. | Borrowing. |
| (14) | To draw, make, accept, discount, execute and issue bills of exchange, Government of India and other promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities. | Negotiable instruments. |

*Adopted in terms of a Special Resolution passed at the Annual General Meeting of the Company held on 24th February, 1984 and confirmed by the Company Law Board by its Order dated 25th January, 1985.

- Patents, etc.** (15) To apply for, purchase or otherwise acquire and protect, prolong and renew whether in India or elsewhere any patents, patent rights, *brevets d'invention*, trademarks, designs, licences, protections, concessions and the like, conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, manufacture under or grant licences or privileges in respect of or otherwise turn to account the property, rights and information so acquired and to carry on any business in any way connected therewith.
- To expend money in Improving any patents, etc.** (16) To expend money in experimenting on and testing and in improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.
- To establish research laboratories, colleges and to provide lectures.** (17) To establish, provide, maintain and conduct research and other laboratories, training colleges, schools and other institutions for the training, education and instruction of students and others who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meetings and conferences in connection therewith.
- Acquire and undertake business.** (18) To acquire and undertake all or any part of the business, property and liabilities of any person or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company.
- To amalgamate.** *(18A) To amalgamate with any other Company or Companies.
- Management of other companies.** (19) To take part in the management, supervision or control of the business or operations of any company or undertaking and to act as Directors, Managing Agents, Managers or Secretaries thereof and for that purpose to appoint and remunerate any Directors, Accountants or other experts or agents.
- Registration of Company outside India.** (20) To procure the registration or incorporation or recognition of the Company in or under the laws of any place outside India.
- Promotion.** (21) To form incorporate or promote any company or companies, whether Indian or foreign, having amongst its or their objects the acquisition of all or any of the assets or control, management or development of the Company or any other objects or object which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in obtaining subscriptions for or placing or assisting to place or to obtain subscriptions for or for guaranteeing the subscription of or the placing of any shares in the capital of the Company or any bonds, debentures, obligations or securities of the Company or any stock, shares, bonds, debentures, obligations or securities of any other company held or owned

*The above sub-clause was adopted in terms of a Special Resolution passed at the Annual General Meeting of the Company held on 9th February 1973 and approved and confirmed by the Bombay High Court by its Order dated 19th June, 1973 which was registered by the Registrar of Companies, Maharashtra on 8th August, 1973.

by the Company or in which the Company may have an interest or in or about the formation or promotion of the Company or the conduct of its business or in or about the promotion or formation of any other company in which the Company may have an interest.

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|------|--|---|
| (22) | To enter into partnership or into any arrangement for sharing profits or into any union of interests, joint adventure, reciprocal concession or co-operation with any person or persons or company or companies carrying on, or engaged in, or about to carry on or engage in, or being authorised to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company. | Partnership. |
| (23) | To enter into any arrangements and to take all necessary or proper steps with Governments or with other authorities imperial, supreme, national, local, municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operation for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members and to oppose any such steps taken by any other company, firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its members and to promote or assist the promotion, whether directly or indirectly, of any legislation which may appear to be in the interests of the Company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the Company and to obtain from any such Government authority or any company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain and carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges or concessions. | Government and other concessions and to promote and oppose legislation. |
| (24) | To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations. | Publicity. |
| (25) | To act as Trustee of any deed securing any debentures, debenture-stock or other securities or obligations and to undertake and execute any other trusts and also to undertake the office of executor, administrator, manager, secretary, treasurer or registrar and to undertake any duties in relation to the management of trusts, the registration of transfers, the issue of certificates or otherwise incidental to any such office. | Trusts. |
| (26) | To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in anywise connected with any particular trade or business or with trade or commerce generally, including any association, institution or fund for the protection of the interests of masters, owners and employers against loss by bad debts, strikes, combinations, fire, accidents or otherwise or for the benefit of any clerks, workmen or others at any time employed by the Company or any of its predecessors in business or their families or dependents and whether or not in common with other persons or classes of persons and in particular of friendly, co-operative and other societies, reading rooms, libraries, educational and charitable institutions, refectories, dining and recreation rooms, churches, chapels, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever. | To apply assets for establishment of associations connected with Company or for benefit of employees of Company. |

- Labour problems.** (27) To aid, pecuniarily or otherwise, any association, body or movement having for an object the solution, settlement, or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
- To subscribe money.** (28) To subscribe or guarantee money for any national, charitable, benevolent, political, public, general or useful object or for any exhibition.
- Provident institutions.** (29) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurance and to receive money, Securities and property on deposit or for safe custody from Directors, employees and ex-employees of the Company and associated Companies such moneys to be repayable on not less than 24 hours' notice.
- Distribution in specie.** (30) To distribute all or any of the property of the Company amongst the members in specie or kind.
- Trustee and agency and any other business.** (31) To carry on any other business whether manufacturing or otherwise that may seem to the Company capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights or which it may be advisable to undertake with a view to improving, developing, rendering valuable or turning to account any property, real or personal, belonging to the Company or in which the Company may be interested and to do all or any of the above things, either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise, and either alone or in conjunction with others and to do all such things as are incidental or conducive to the attainment of the above objects.
- To carry on business throughout the world.** *(32) To carry on all or any business of the Company in any part of the world.
Provided that nothing herein contained shall be deemed to empower the Company to carry on the business of Banking.

And it is hereby declared that the word "Company" save when used in reference to this Company, in this clause, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated whether domiciled in India or elsewhere.

4. The liability of the members is limited.

***5. The Capital of the Company is Rs. 228,88,78,000 (Rupees Two Hundred Twenty Eight Crores Eighty Eight Lakhs Seventy Eight Thousand) divided into 50,00,00,000 Equity Shares of Re.1/- each, 2,88,87,800 Equity Shares of Rs.10/- each and 15,00,00,000 Preference Shares of Rs.10/- each with power to increase or reduce the Capital of the Company and to divide the shares in the Capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Regulations of the Company, and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be permitted by the Act or by the Articles of the Company."

*Adopted in terms of a Special Resolution passed at the Annual General Meeting of the Company held on 29th March, 1974, and approved and confirmed by the Bombay High Court by its Order dated 4th October, 1974 which was registered by the Registrar of Companies, Maharashtra, on 5th February, 1975.

**Adopted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 18th September, 2003.

***Adopted in terms of the Ordinary Resolution passed at the Annual General Meeting of the Company held on 30th June, 2011

***Pursuant to the Scheme of Merger by Absorption of Metahelix Life Sciences Limited with the Company by the National Company Law Tribunal effective February 1, 2020, the authorised capital of the Company stands increased from 200,00,00,000 to Rs. 228,81,28,000.

***Pursuant to the Scheme of Arrangement by Amalgamation of Zero Waste Agro-Organics Limited with the Company by the National Company Law Tribunal effective July 9, 2020, the authorised capital of the Company stands increased from 228,81,28,000 to Rs. 228,88,78,000.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of the Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.	Name, Address and Description of Witness.
G. Euthymopulo, <i>Merchant,</i> 16, Hare Street, Calcutta.	1 Ordinary	R. G. GODFREY, <i>Solicitor's Assistant.</i> Orr, Dignam & Co., Calcutta.
C. J. Damala, <i>Merchant,</i> By his constituted Attorney A. Metaxa, 16, Hare Street, Calcutta.	1 Ordinary	
H. C. Waters, <i>Solicitor</i> 29, Netaji Subhas Road, Calcutta.	1 Ordinary	
A. Metaxa, <i>Merchant,</i> 16, Hare Street, Calcutta.	1 Ordinary	
F. Fielding, <i>Chartered Accountant,</i> 16, Hare Street, Calcutta.	1 Ordinary	
T. L. Swales, <i>Merchant,</i> 16, Hare Street, Calcutta.	1 Ordinary	
C. M. Keddie, <i>Merchant,</i> 16, Hare Street, Calcutta.	1 Ordinary	
TOTAL...	7 Ordinary	

Dated the 21st day of August, 1948.

Adopted by passing the following Special Resolution at the Annual General Meeting of the Members held on 21st September, 1989.

“RESOLVED THAT the existing Articles of Association be and are hereby amended and replaced by an entirely new set of Articles, in terms of the draft Articles of Association placed before this Meeting and initialled by the Chairman for purposes of identification,”

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

RALLIS INDIA LIMITED

1. No regulations contained in Table A in the First Schedule to the Companies Act, 1956, or in the Schedule to any previous Companies Act, shall apply to this Company, but the regulations for the management of the Company and for the observance of the Members thereof and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of, or addition to, its regulations by Special Resolution, as prescribed by the said Companies Act, 1956, be such as are contained in these Articles.

Table 'A' not to apply but Company to be governed by these Articles.

INTERPRETATION

2. (a) In the interpretation of these Articles, unless repugnant to the subject or context:-

Interpretation Clause.

“The Act” means the Companies Act, 1956, or any statutory modification or re-enactment thereof for the time being in force.

“The Act”.

“Auditors” means and includes those persons appointed as such for the time being by the Company.

“Auditors”.

@ “Beneficial Owner” shall mean beneficial owner as defined under clause (e) of Section 2 of the Depositories Act, 1996.

“Beneficial Owner”.

“Board” or “Board of Directors” means a meeting of the Directors duly called and constituted or, as the case may be, the Directors assembled at a Board or the requisite number of Directors entitled to pass a resolution by circulation in accordance with the Articles, or the Directors of the Company collectively.

“Board” or “Board of Directors”.

“Capital” means the share capital for the time being raised or authorised to be raised, for the purpose of the Company.

“Capital”.

“The Company” or “this Company” means RALLIS INDIA LIMITED.

“The Company” or “this Company”.

“Debenture” includes debenture-stock.

“Debenture”.

@ “Depository” shall mean a Depository as defined under clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996.

“Depository”.

@ “Depositories Act, 1996” shall include any statutory modification or re-enactment thereof for the time being in force.

“Depositories Act, 1996”.

“Directors” means the Directors for the time being of the Company or, as the case may be, the Directors assembled at a Board.

“Directors”.

“Dividend” includes bonus.

“Dividend”.

Words importing the masculine gender also include the feminine gender.

“Gender”.

@Adopted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 24th August, 1998.

“In Writing” and “Written”.	“In Writing” and “Written” includes printing, lithography and other modes of representing or reproducing words in a visible form.
“Member”.	@”Member” means the duly registered holder from time to time of the shares of the Company and includes the beneficial owner in the records of the Depository.
“Meeting” or “General Meeting”.	“Meeting” or “General Meeting” means a meeting of Members.
“Annual General Meeting”.	“Annual General Meeting” means a General Meeting of the Members held in accordance with the provisions of Section 166 of the Act and any adjourned holding thereof.
“Extraordinary General Meeting”.	“Extraordinary General Meeting” means an Extraordinary General Meeting of the Members duly called and constituted and any adjourned holding thereof.
“Month”.	“Month” means a calendar month.
“Office”.	“Office” means the Registered Office for the time being of the Company.
“Paid-up”.	“Paid-up” includes credited as paid-up.
“Persons”.	“Persons” includes corporations and individuals.
“Register of Members”.	“Register of Members” means the Register of Members to be kept pursuant to the Act.
“The Registrar”.	“The Registrar” means the Registrar of Companies of the State in which the Office of the Company is for the time being situate,
“Secretary”.	“Secretary” means a Company Secretary within the meaning of clause (c) of sub-section (1) of Section 2 of the Company Secretaries Act, 1980 and includes any individual possessing the qualifications prescribed under the Act and who is appointed to perform the duties, which may be performed by a secretary under the Act, and any other ministerial or administrative duties.
“Seal”.	“Seal” means the Common Seal for the time being of the Company.
“Securities & Exchange Board of India”.	“Securities & Exchange Board of India” means the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992.
“Share”.	“Share” means share in the share capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied.
“Singular number”.	Words importing the singular number include, where the context admits or requires, the plural number and vice-versa.
“Ordinary Resolution” and “special Resolution”.	“Ordinary Resolution” and “Special Resolution” shall have the meaning assigned thereto by Section 189 of the Act.
“Year” and “Financial Year”.	“Year” means the calendar year and “Financial Year” shall have the meaning assigned thereto by Section 2(17) of the Act.
	(b) The marginal notes used in these Articles shall not affect the construction thereof.

(c) Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context bear the same meaning in these Articles.

@(d) Words and expressions used and not defined in the Act but defined in the Depositories Act, 1996 shall have the same meanings respectively assigned to them in that Act.

CAPITAL AND INCREASE AND REDUCTION IN CAPITAL

***3. The Authorized Share Capital of the Company is Rs. 228,88,78,000 (Rupees Two Hundred Twenty Eight Crores Eighty Eight Lakhs Seventy Eight Thousand) divided into 50,00,00,000 Equity Shares of Re.1/- each, 2,88,87,800 Equity Shares of Rs.10/- each and 15,00,00,000 Preference Shares of Rs.10/- each.

Notwithstanding anything contained herein, the Company shall be entitled to dematerialize its shares debentures and other securities pursuant to the Depositories Act, 1996 and to offer its shares, debenture and other securities for subscription in a dematerialized form.

4. The Company in General Meeting may, from time to time, increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. Subject to the provisions of the Act, any shares of the original or increased capital shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation thereof, shall direct, and if direction be given, as the Directors shall determine; and in particular, such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and with a right of voting at General Meetings of the Company in conformity with Section 87 and 88 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 97 of the Act.

increase of capital by the Company, and how carried into effect.

@4A. In the event it is permitted by law to issue Shares without voting rights attached to them, the Directors may issue such Shares upon such terms and conditions and with such rights and privileges annexed thereto as thought fit and as may be permitted by law.

Issue of Shares without voting rights.

5. Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and instalments, forfeiture, lien, surrender, transfer and transmission, votings and otherwise.

New capital same as existing capital.

**5A. Subject to the provisions of Section 80 of the Act, the Company shall have the power to issue 15,00,00,000 Cumulative Redeemable Preference Shares of Rs.10/- each.

Cumulative Redeemable Preference Shares.

**5B. The rights, privileges and conditions attached to the 15,00,00,000 Cumulative Redeemable Preference Shares of Rs. 10/- each shall be as follows :

- i) The Cumulative Redeemable Preference Shares shall confer on the Shareholders thereof, the right to a fixed cumulative preferential dividend from the date of allotment, at the rate of not more than 15% per annum (subject to deduction of tax) on the capital for the time being paid up or credited as paid up thereon.

@Adopted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 24th August, 1998.

*Adopted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 18th September, 2003.

**Adopted in terms of the Special Resolution passed at the Extraordinary General Meeting of the Company held on 23rd January, 1997. Subsequently altered by a Special Resolution passed at the Annual General Meeting of the Company held on 18th September, 2003.

***Adopted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 30th June, 2011

***Pursuant to the Scheme of Merger by Absorption of Metahelix Life Sciences Limited with the Company by the National Company Law Tribunal effective February 1, 2020, the authorised capital of the Company stands increased from 200,00,00,000 to Rs. 228,81,28,000.

***Pursuant to the Scheme of Arrangement by Amalgamation of Zero Waste Agro-Organics Limited with the Company by the National Company Law Tribunal effective July 9, 2020, the authorised capital of the Company stands increased from 228,81,28,000 to Rs. 228,88,78,000.

- ii) The Cumulative Redeemable Preference Shares shall rank for capital and dividend (including all dividends undeclared upto the commencement of winding up) and for repayment of capital in a winding up, *pari passu inter se* and in priority to the Equity Shares of the Company, but shall not confer any further or other right to participate either in profits or assets.
- iii) the Cumulative Redeemable Preference Shares shall have the right to receive all notices of General Meetings of the Company but shall not confer on the holders thereof the right to vote at any meetings of the Company save to the extent and in the manner provided in the Companies Act, 1956.
- iv) The Cumulative Redeemable Preference Shares shall not confer any right to participate in any offer or invitation by way of right or otherwise to subscribe for additional Shares in the Company nor shall the Preference Shares confer on the holders thereof any right to participate in any issue of Bonus Shares or Shares issued by way of capitalisation of reserves.
- @v) The Cumulative Redeemable Preference Shares shall be redeemed not later than 20 years from the date of its issue.
- vi) The rights and terms attached to the Cumulative Redeemable Preference Shares may be modified or dealt with by the Directors in accordance with the provisions of Article 8 of the Articles of Association.

Reduction of Capital.

6. The Company may (subject to the provisions of Sections 78, 80 and 100 to 105 of the Act) from time to time by Special Resolution, reduce its capital and any Capital Redemption Reserve Account or Share Premium, Account in any manner for the time being authorised by law; and, in particular, capital may be paid off on the basis that it may be called up again or otherwise. This Article is not to derogate from any power the Company would have if it were omitted.

Sub-division, consolidation and cancellation of shares.

7. Subject to the provisions of Section 94 of the Act, the Company in General Meeting may, from time to time, sub-divide or consolidate its shares, or any of them and the resolution whereby any share is sub-divided, may determine that, as between the holders of the shares resulting from such sub-division, one or more of such shares shall have same preference or special advantage as regards dividend, capital or otherwise over or as compared with the other 'or others. Subject as aforesaid, the Company in General Meeting may also cancel shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

Modification of rights.

8. Whenever the capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of Sections 106 and 107 of the Act, be modified, commuted, affected or abrogated or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by holders of at least three-fourths in nominal value of the issued shares of the class or is confirmed by a Special Resolution passed at a separate General Meeting of the holders of shares of that class.

@Adopted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 24th August, 1998.

SHARES AND CERTIFICATES

@9. The Company shall cause to be kept a Register and Index of Members in accordance with Sections 150 and 151 of the Act, and the Depositories Act, 1996 with details of shares held in material and dematerialised forms in any media as may be permitted by law including in any form of electronic media. The Register and Index of beneficial owners maintained by a Depository under Section 11 of the Depositories Act, 1996 shall be deemed to be Register and Index of Members for the purpose of this Act. The Company shall have the power to keep in any state or country outside India a branch Register of Members resident in that state or country.

Register and Index of Members.

@9A. The Company shall be entitled to dematerialise its existing shares, debentures and other securities, rematerialise its shares, debentures and other securities held in the Depositories and / or offer its fresh shares and debentures and other securities in a dematerialised form pursuant to the Depositories Act, 1996 and the rules framed thereunder, if any.

Power of the Company to dematerialise and rematerialise.

@10. The shares in the capital shall be numbered progressively according to their several denominations, provided however, that the provisions relating to progressive numbering shall not apply to the shares of the Company which are dematerialised or may be dematerialised in future or issued in future in dematerialised form. Except in the manner hereinbefore mentioned, no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

Shares to be numbered progressively and no share to be sub-divided.

11. (a) Where at any time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares, whether out of unissued share capital or out of increased share capital, then such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit to the capital paid-up on these shares at that date. Such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than fifteen days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined. The amount to be paid-up on application and allotment on the shares so offered shall be equal in all respects for all the shareholders. After the expiry of the time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered the Board may dispose of them in such manner as they think most beneficial to the Company.

Further issue of capital.

(b) Notwithstanding anything contained in the immediately preceding clause, the Company may:-

- (i) by a Special Resolution; or
- (ii) where no such Special Resolution is passed, if the votes cast (whether on a show of hands or on a poll, as the case may be) in favour of the proposal contained in the resolution moved in that General Meeting (including the casting vote, if any, of the Chairman) by Members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by Members so entitled and voting and the Central Government is satisfied, on an application made by the Board in this behalf, that the proposal is most beneficial to the Company,

@Adopted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 24th August, 1998.

offer further shares to any person and such person need not be at the date of such offer, a holder of equity shares.

(c) Notwithstanding anything contained in sub-clause (a) above, but subject, however, to Section 81(3) of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares, or to subscribe for shares, in the Company.

Shares under control of Directors.

12. Subject to the provisions of these Articles and of the Act, the shares (including any shares forming part of any increased capital of the Company) shall be under the control of the Directors, who may issue and allot or otherwise dispose of the same to such persons in such proportion, on such terms and conditions and at such times as the Directors think fit and subject to the sanction by the Company in General Meeting with full power, to give any person the option to call for or be allotted shares of any class of the Company either (subject to the provisions of Sections 78 and 79 of the Act) at a premium or at par or at a discount and such option being exercisable for such time and for such consideration as the Directors may think fit. The Board shall cause to be filed the returns as to allotment provided for in Section 75 of the Act.

Power also to Company in General Meeting to issue shares.

13. In addition to and without derogating from the powers for that purpose conferred on the Board under Articles 11 and 12, the Company in General Meeting may, subject to the provisions of Section 81 of the Act, determine that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether Members or not) in such proportion and on such terms and conditions and either (subject to compliance with the provisions of Sections 78 and 79 of the Act) at a premium or at par or at a discount, such option being exercisable at such times and for such consideration as may be directed by such General Meeting or the Company in General Meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares.

Acceptance of shares.

14. Any application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register of Members shall, for the purposes of these Articles, be a Member.

Deposit and call etc. to be a debt payable immediately.

15. The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

Liability of Members.

16. Every Member, or his heirs, executors or administrators, shall pay to the Company the portion of the capital represented by his share or shares, which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner as the Board shall, from time to time, in accordance with the Company's regulation require or fix for the payment thereof.

Share certificates.

17. (a) Every Member or allottee of shares shall be entitled, without payment, to receive one certificate specifying the name of the person in whose favour it is issued, the shares to which it relates and the amount paid-up thereon.

@ Provided, however, no share certificate(s) shall be issued for shares held by a Depository.

Such certificate shall be issued only in pursuance of a resolution passed by the Board or a Committee thereof and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in case of issues against letters of acceptance or of renunciation or in case of issue of bonus shares. Every such certificate shall be issued under the Seal of the Company, which shall be affixed in the presence of two Directors or persons acting on behalf of the Directors under a duly registered power of attorney, and the Secretary or some other person appointed by the Board for the purpose, and two Directors or their attorneys and the Secretary or other person shall sign, the share certificate, provided that if the composition of the Board permits it, at least one of the aforesaid two Directors shall be a person other than a Managing or a Whole-time Director. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person to whom it has been issued, indicating the date of issue.

(b) Any two or more joint allottees of a share shall, for the purpose of this Article, be treated as a single Member, and the certificate of any share, which may be the subject to joint ownership, may be delivered to any one of such joint owners on behalf of all of them. For any further certificate the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupee one. The Company shall comply with the provisions of Section 113 of the Act.

(c) A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

18. (a) No certificate of any share or shares shall be issued either in Renewal of share exchange for those which are sub-divided or consolidated or in replacement of those which are defaced, torn or old, decrepit, worn out, or where the cages on the reverse for recording transfers have been duly utilised, unless the certificate in lieu of which it is issued, is surrendered to the Company. The Company shall be entitled to charge such fee, not exceeding Rupees five per certificate, issued on splitting or consolidation of share certificates or any replacement of share certificates that are torn or defaced, as the Board thinks fit.

Renewal of share certificates.

(b) When a new share certificate has been issued in pursuance of sub-clause (a) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "Issued in lieu of share certificate No. _____ sub-divided / replaced / on consolidation of shares".

(c) If a share certificate is lost or destroyed, a new certificate in lieu thereof shall be issued only with the prior consent of the Board and on payment of such fee, not exceeding Rupees two as the Board may from time to time fix, and on such terms if any, as to evidence and indemnity as to the payment of out-of-pocket expenses incurred by the Company in investigating evidence, as the Board thinks fit.

(d) When a new share certificate has been issued in pursuance of sub-clause (c) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "Duplicate issued in lieu of share certificate No. _____" The word "Duplicate" shall be stamped or punched in hold letters across the face of the share certificate.

(e) Where a new share certificate has been issued in pursuance of sub-clause (a) or sub-clause (c) of this Article, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificates indicating against the names of

@ Inserted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 24th August, 1998,

the persons to whom the certificate is issued, the number and date of issue of the share certificate in lieu of which the new certificate is issued, and the necessary changes indicated in the Register of Members by suitable cross reference in the "Remarks" column.

(f) All blank forms to be used for issue of share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank forms shall be consecutively machine numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or of such other person as the Board may appoint for the purpose; and the Secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board.

(g) The Managing Director of the Company for the time being or, if the Company has no Managing Director, every Director of the Company shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates except the blank forms of share certificates referred to in sub-clause (f).

(h) All books referred to in sub-clause (g) shall be preserved in good order permanently.

19. Notwithstanding anything contained in Sub-Article (a) of Article 18, the Board of Directors may refuse an application for sub-division or consolidation of Share Certificates into denominations of less than 50, except when such sub-division or consolidation is required to be made to comply with a Statutory Order or Order of a Competent Court of Law or at the discretion of the Directors in such circumstances as the Directors may think fit.

The first named of jointholders deemed sole holder.

20. If any share stands in the name of two or more persons, the person first named in the Register of Members shall as regards receipts of dividends or bonus or service of notices and all or any other matter connected with the Company, except voting at meetings and the transfer of the shares, be deemed the sole holder thereof but the joint-holders of a share shall be severally, as well as jointly, liable for the payment of all instalments and calls due in respect of such share and for all incidents thereof according to the Company's regulations.

Company not bound to recognise any interest in share other than that of registered holder.

@21. Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or where the name appears as the Beneficial Owner of shares in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognise any benami trust or equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles on the part of any other person whether or not it shall have express or implied notice thereof, but the Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

Specific beneficial provisions of the Companies Act, 1956 not to apply to Depository.

@21A. The provisions of Sections 153, 153A, 153B, 187C and 372 of the Act shall not apply to the shares, debentures and securities held by a Depository on behalf of the owners as defined in the Depositories Act, 1996.

Funds of Company may not be applied in purchase of shares of the Company.

22. None of the funds of the Company shall be applied in the purchase of any shares of the Company, and it shall not give any financial assistance for or in connection with the purchase or subscription of any shares in the Company or in its holding company, save as provided by Section 77 of the Act.

@Adopted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 24th August, 1998,

@22A. Notwithstanding anything contained in these Articles, in the event it is permitted by law for a Company to purchase its own shares or securities, the Board of Directors may, when and if thought fit, buy back such of the Company's own shares or securities as it may think necessary, subject to such limits, upon such terms and conditions, and subject to such approvals, as may be permitted by the law.

Buy Back of Shares.

UNDERWRITING AND BROKERAGE

23. Subject to the provisions of Section 76 of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company, or procuring, or agreeing to procure subscription (whether absolute or conditional) for any shares or debentures in the Company, but so that the commission shall not exceed in the case of shares, five per cent of the price at which the shares are issued, and in the case of debentures, two and a half per cent of the price at which the debentures are issued. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.

Commission may be paid.

24. The Company may pay a reasonable sum for brokerage.

Brokerage.

INTEREST OUT OF CAPITAL

25. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any work or building, or the provision of any plant, which cannot be made profitable for a lengthy period, the Company may pay interest on so much of that share capital as is for the time being paid-up, for the period, at the rate and subject to the conditions and restrictions provided by Section 208 of the Act, and may charge the same to capital as part of the cost of construction of the work or building, or the provision of plant.

Interest may be paid out of capital.

CALLS

26. The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by a circular resolution) make such calls as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively, and each Member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the Board. A call may be made payable by instalments.

Board may make calls.

27. Thirty days' notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.

Notice of calls.

28. A call shall be deemed to have been made at the time when the resolution authorising such call was passed at a meeting of the Board.

Calls to date from resolution.

29. A call may be revoked or postponed at the discretion of the Board.

Calls may be revoked or postponed.

30. The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

Liability of joint-holders.

31. The Board may, from time to time at its discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the Members for any

Board may extend time.

reason which the Board may consider satisfactory but no Member shall be entitled to such extension save as a matter of grace and favour.

Calls to carry interest.

32. If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board, but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Member.

Sums deemed to be calls.

33. Any sum, which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

Proof on trial of suit for money due on shares.

34. On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the Member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, at or subsequently to the date at which the money sought to be recovered is alleged to have become due on the shares in respect of which such money is sought to be recovered; that the resolution making the call is duly recorded in the Minute Book; and that notice of such call was duly given to the Member or his representatives sued in pursuance of these Articles; and that it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

Partial payment not to preclude forfeiture.

35. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any Member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

Payment in anticipation of calls may carry interest.

36. The Board may, if it thinks fit, agree to and receive from any Member willing to advance the same, all or any part of the amounts of his respective shares beyond the sums actually called up and upon the moneys so paid in advance, or upon so much thereof, from time to time, and at any time thereafter, as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest at such rate as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months' notice in writing. Provided that moneys paid in advance of calls shall not confer a right to dividend or to participate in profits.

Voting rights for sums paid in advance.

37. No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.

LIEN

Company to have lien on shares.

38. The Company shall have a first and paramount lien upon all the shares (other than

fully paid-up shares) registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares, and no equitable interest in any shares shall be created except upon the footing and upon the condition that Article 21 hereof is to have full effect. Any such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

39. For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and may authorise one of their number to execute a transfer thereof on behalf of and in the name of such Member. No sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such Member or his representatives and default shall have been made by him or them in payment, fulfilment, or discharge of such debts, liabilities or engagements for fourteen days after such notice.

As to enforcing lien by sale.

40. The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the persons entitled to the shares at the date of the sale.

Application of proceeds of sale.

FORFEITURE OF SHARES

41. If any Member fails to pay any call or instalment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter, during such time as the call or instalment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

if money payable on shares not paid, notice to be given to Member.

42. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or instalment and such interest thereon at such rate as the Directors shall determine from the day on which such call or instalment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that, in the event of the non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable, will be liable to be forfeited.

Terms of Notice.

43. if the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter, but More payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

in default of payment shares to be forfeited.

44. When any share shall have been so forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.

Notice of forfeiture to a Member.

45. Any share so forfeited shall be deemed to be the property of the Company, and may be sold, reallocated or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit.

Forfeited share to be property of the Company and may be sold, etc.

Member still liable to pay money owing at time of forfeiture and interest.	46. Any Member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment, at such rate as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.
Effect of forfeiture.	47. The forfeiture of a share shall involve extinction at the time of the forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.
Evidence of forfeiture.	48. A declaration in writing that the declarant is a Director or Secretary of the Company and that a share in the Company has been duly forfeited in accordance with these Articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.
Validity of sale under Articles 39 and 45.	49. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the Register of Members in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
Cancellation of share certificates in respect of forfeited shares.	50. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto.
Power to annul forfeiture.	51. The Board may at any time before any share so forfeited shall have been so sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.

TRANSFER AND TRANSMISSION OF SHARES

Register of Transfers.	@52. The Company shall keep a "Register of Transfers", and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share held in material form.
Shares held in electronic and fungible form.	@52A. In the case of transfer of shares, debentures or other marketable securities, where the Company has not issued any certificate and where such shares or debentures or securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply.
Form of Transfer.	@53. The instrument of transfer shall be in writing and all the provisions of Section 108 of the Act and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfers of shares and registration thereof except in case of transfer of securities effected by the transferor and the transferee both of whom are entered as Beneficial Owners in the records of the Depository.
Transfer form to be completed and presented to the Company.	54. The instrument of transfer duly stamped and executed by the transferor and the transferee shall be delivered to the Company in accordance with the provisions of the Act.

@Adopted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 24th August, 1998.

The instrument of transfer shall be accompanied by such evidence as the Board may require to prove the title of transferor and his right to transfer the shares, and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board. The transferor shall be deemed to be the holder of such shares until the name of the transferee shall have been entered in the Register of Members in respect thereof. Before the registration of a transfer the certificate or certificates of the shares must be delivered to the Company.

55. The Board shall have power on giving not less than seven days previous notice by advertisement in some newspaper circulating in the district in which the Office of the Company is situate to close the transfer books, the Register of Members or Register of Debenture holders at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year.

Transfer books and Register of Members or Debenture holders when closed.

56. Subject to the provisions of Section 111 of the Act, the Board of Directors may refuse whether in pursuance of any power of the Company under the Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a member in, or debentures of the Company. The Company shall within two months from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal.

Board may refuse to register transfers.

Provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever.

*It is hereby expressly declared that the power conferred under this Article shall be subject to the provisions of Section 22A of the Securities Contracts (Regulation) Act, 1956 or any statutory modification or re-enactment thereof.

57. Without prejudice to the generality of the foregoing Article 56, the Board of Directors shall be entitled to refuse an application for transfer of less than 50 Equity Shares of the Company, subject, however, to the following exceptions :-

- (a) Transfer of Equity Shares made in pursuance of a Statutory Order or Order of a Competent Court of Law.
- (b) Transfer of the entire holding of Equity Shares of a Member, which is less than 50, comprised in Share Certificate(s) issued on or before the date from which this Article comes into force.
- (c) Transfer of Equity Shares held by a Member, which are less than 50, but which have been allotted by the Company as a result of an issue of Bonus Shares, Rights Shares or on conversion of Convertible Debentures or otherwise.
- (d) Transfer of entire holding of Equity Shares of a Member, which is less than 50, by a single transfer to a single or joint names of person or persons who is / are already Member(s) of the Company.
- (e) Transfer of the entire holding of Equity Shares of a Member, which is less than 50, to one or more transferees provided that the total holding of the transferee or each of the transferees, as the case may be, will not be less than 50 Equity Shares after the said transfer.

*Deleted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 24th August, 1998.

- (f) Transfer of more than 50 Equity Shares (not being in multiples of 50 Equity Shares) in favour of one transferee only.
- (g) Transfer of Equity Shares held by a Member which are less than 50, at the discretion of the Directors in such circumstances as the Directors may think fit.

Notice of application when to be given.

58. Where, in the case of partly paid shares, an application for registration is made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of Section 110 of the Act.

Death of one or more joint-holders of shares.

59. In the case of the death of any one or more of the persons named in the Register of Members as the joint-holders of any share, the survivor or survivors shall be the only persons recognised by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

Title to shores of deceased Member.

60. The executors or administrators or holders of a Succession Certificate or the legal representatives of a deceased Member (not being one of two or more joint-holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such Member, and the Company shall not be bound to recognise such executors or administrators or holders of a Succession Certificate or the legal representatives unless such executors or administrators or legal representatives shall have first obtained Probate or Letters of Administration or Succession Certificate, as the case may be, from a duly constituted court in the Union of India; provided that in any case where the Board in its absolute discretion thinks fit, the Board may dispense with production of Probate or Letters of Administration or Succession Certificate upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and under Article 63 register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased Member, as a Member.

**Shares not to be subscribed for or transferred to certain persons.
Compliance with the Estate Duty Act, 1953, if applicable.**

61. No share shall in any circumstances be subscribed for by, or transferred to, any minor, insolvent or person of unsound mind.

62. If any Member of the Company dies, and the Company through any of its principal officers within the meaning of the Estate Duty Act, 1953, has knowledge of the death, it shall not be lawful for the Company to register the transfer of any shares standing in the name of the deceased Member, unless the Company is satisfied that the transferee has acquired such shares for valuable consideration or there is produced to it a certificate from the Controller, Deputy Controller, or Assistant Controller of Estate Duty that either the Estate Duty in respect thereof has been paid or will be paid or none is due as the case may be. Where the Company has come to know through any of its principal officers of the death of any Member, the Company shall, within three months of the receipt of such knowledge, furnish to the Assistant Controller or the Deputy Controller of Estate Duty who is exercising the functions of the Income-tax Officer under the Income-tax Act, in relation to the Company, such particulars as may be prescribed by the Estate Duty Rules, 1953.

Registration of persons entitled to shares otherwise than by transfer.

63. (a) Subject to the provisions of Articles 59 and 60 any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any Member, or by any lawful means other than by a transfer in accordance with these Articles may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or such title, as the Board thinks sufficient, either be registered himself as the holders of the shares or elect to have some person nominated by him and approved by the Board registered as such holder; provided, nevertheless, that if such person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provisions herein contained, and

until he does so, he shall not be freed from any liability in respect of the shares.

(b) The Board shall have the same right to refuse to register a person entitled by transmission to any shares or his nominees as if he were the transferee named in the case of a transfer of shares presented for registration.

Refusal to register in case of transmission.

64. A person entitled to a share by transmission shall, subject to the right of the Directors to retain such dividends or money as hereinafter provided, be entitled to receive, and may give a discharge for any dividends or other moneys payable in respect of such share.

Persons entitled may receive dividend without being registered as Member.

65. No fee shall be charged for the registration of a transfer or transmission of any share.

Fee on transfer or transmission.

66. The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or referred thereto, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

Company not liable for disregard of a notice prohibiting registration of a transfer.

CONES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS

67. Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 39 of the Act shall be sent by the Company to every Member at his request within seven days of the request on payment of the sum of Rupee one for each copy.

Copies of Memorandum and Articles of Association to be sent by the Company

BORROWING POWERS

68. Subject to the provisions of Sections 58A, 292 and 293 of the Act, the Board may, from time to time at its discretion, by a resolution passed at a meeting of the Board, accept deposits from Members, either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of money for the purpose of the Company.

Power to borrow.

69. Subject to the provisions of Article 68 hereof, the payment and repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit, by resolutions passed at a meeting of the Board (but not by circulation) and in particular, by the issue of bonds, debentures or debenture-stock of the Company either unsecured or secured by a mortgage or charge over all or any part of the property of the Company (both present and future) including its uncalled capital for the time being and debentures, debenture-stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Payment or repayment of moneys borrowed.

70. Any debentures, debenture-stock, loan stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with any privileges, and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in

Terms of issue of debentures.

General Meeting accorded by a Special Resolution.

Register of Mortgages, etc. to be kept.

71. The Board shall cause a proper Register to be kept in accordance with the provisions of Section 143 of the Act of all mortgages, debentures and charges specifically affecting the property of the Company; and shall cause the requirements of Sections 118, 125 and 127 to 144 (both inclusive) of the Act in that behalf to be duly complied with, so far as they are required to be complied with by the Board.

Register and Index of Debenture-holders.

@72. The Company shall, if at any time it issues debentures, keep Register and Index of Debentureholders in accordance with Section 152 of the Act and the Depositories Act, 1996. The Register and index of Beneficial Owners maintained by a Depository under Section 11 of the Depositories Act, 1996 shall be deemed to be Register and Index of debentureholders for the purpose of this Act. The Company shall have the power to keep in any state or country outside India a branch Register of Debentureholders resident in that state or country.

Transfer transmission etc. of debentures.

73. Debentures, debenture-stock shall be transferable, transmitted, split and consolidated in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of shares in the Company and the provisions contained in these Articles of Association relating to transfer and transmission, split and consolidation of shares, shall apply *mutatis mutandis*, to the transfer and transmission, split and consolidation of debentures, debenture-stock.

CONVERSION OF SHARES INTO STOCK AND RECONVERSION

Shares may be converted into stock.

74. The Company in General Meeting may convert any paid-up shares into stock and when any shares shall have been converted into stock, the several holders of such stock may thenceforth transfer their respective interest therein, or any part of such interest, in the same manner and subject to the same regulations as and subject to which shares from which the stock arose might have been transferred, if no such conversion had taken place, or as near thereto as circumstances will admit. The Company may at any time reconvert any stock into paid-up shares of any denomination.

Rights of stock holders.

75. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters, as if they held the shares from which the stock arose; but no such privileges or advantage (except participation in the dividends and profits of the Company and in the assets on winding-up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

MEETINGS OF THE MEMBERS

Annual General Meeting.

76. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. All General Meetings other than Annual General Meeting shall be called Extraordinary General Meetings. An Annual General Meeting shall be held within six months after the expiry of each Financial Year. Provided that not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions of Section 166(1) of the Act to extend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called for a time during business hours, on a day that is not a public holiday, and shall be held at the Office of the Company or at some other place

@Adopted In terms of the Special Resolution passed at the Annual General Meeting of the Company held on 24th August, 1998.

within the city in which the Office of the Company is situate as the Board may determine and the Notices calling the Meeting shall specify it as the Annual General Meeting. The Company may in any one Annual General Meeting fix the time for its subsequent Annual General Meetings. Every Member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor. At every Annual General Meeting of the Company there shall be laid on the table the Directors' Report and Audited Statement of Accounts, Auditors' Report (if not already incorporated in the Audited Statement of Accounts), the proxy register with proxies and the Register of Directors' shareholdings which latter register shall remain open and accessible during the continuance of the Meeting. The Board shall cause to be prepared the annual list of Members, summary of the share capital, balance sheet and profit and loss account and forward the same to the Registrar in accordance with Sections 159, 161 and 220 of the Act.

77. The Board may, whenever it thinks fit, call an Extraordinary General Meeting and it shall do so upon a requisition in writing by any Member or Members holding in the aggregate not less than one-tenth of such of the paid-up capital as at that date carries the right of voting in regard to the matter in respect of which the requisition has been made.

**Extra-ordinary
General Meeting.**

78. Any valid requisition so made by Member or Members must state the object or objects of the Meeting proposed to be called, and must be signed by the requisitionists and be deposited at the Office PROVIDED that such requisition may consist of several documents in like form, each signed by one or more requisitionists.

**Requisition of
Members to state
object of Meeting.**

79. Upon receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the Office, to cause a meeting to be so called on a day not later than forty-five days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid-up share capital of the Company as is referred to in Section 169(4) of the Act, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the deposit of the requisition as aforesaid.

**On receipt of
requisition,
Board to call
Meetings and in
default
requisitionists
may do so.**

80. Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.

**Meeting called by
requisitionists.**

81. Twenty-one days' notice at the least of every General Meeting, Annual or Extraordinary, and by whomsoever called, specifying the day, place and hour of meeting, and the general nature of the business to be transacted thereat, shall be given in the manner hereinafter provided, to such persons as are under these Articles entitled to receive notice from the Company. Provided that in the case of an Annual General Meeting with the consent in writing of all the Members entitled to vote there at and in case of any other meeting, with the consent of members holding not less than 95 per cent of such part of the paid-up share capital of the Company as gives a right to vote at the meeting, a meeting may be convened by a shorter notice. In the case of an Annual General Meeting, if any business other than (i) the consideration of the Accounts, Balance Sheets and Reports of the Board of Directors and Auditors, (ii) the declaration of dividend, (iii) the appointment of Directors in place of those retiring, (iv) the appointment of, and fixing of the remuneration of the Auditors, is to be transacted, and in the case of any other meeting in any event, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every Director, and the Manager (if any).

**Twenty-one days'
notice of meeting to
be given.**

Where any such item of special business relates to, or affects any other Company, the extent of shareholding interest in that other company of every Director, and the Manager, if any, of the Company shall also be set out in the statement, if the extent of such shareholding interest is not less than 20 per cent of the paid-up share capital of that other company. Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

Omission to give notice not to invalidate a resolution passed.

82. The accidental omission to give any such notice as aforesaid to any of the Members or other person to whom it should be given, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.

Meeting not to transact business not mentioned in the notice.

83. No General Meeting, Annual or Extraordinary, shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.

Quorum at General Meeting.

84. Five Members present in person shall be quorum for a General Meeting.

Body Corporate deemed to be personally present. If quorum not present meeting to be dissolved or adjourned.

85. A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 187 of the Act.

86. If, at the expiration of half an hour from the time appointed for holding a meeting of the Company, a quorum shall not be present, the meeting, if convened by or upon the requisition of Members, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday at the same time and place or to such other day and at such other time and place in the city or town in which the office of the Company is for the time being situate, as the Board may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the Members present shall be a quorum and may transact the business for which the meeting was called.

Chairman of General Meeting.

87. The Chairman (if any) of the Board shall be entitled to take the Chair at every General Meeting, whether Annual or Extraordinary. If there be no such Chairman of the Board, or if at any meeting he shall not be present within fifteen minutes of the time appointed for holding such meeting or if he shall be unable or unwilling to take the Chair, then the Members present shall elect another Director as Chairman, and if no Director be present or if all the Directors present decline to take the Chair, then the members present shall elect one of their number to be the Chairman.

Business confined to election of Chairman whilst Chair vacant.

88. No business shall be discussed at any General Meeting except the election of a Chairman, whilst the Chair is vacant.

Chairman with consent may adjourn meeting.

89. The Chairman, with the consent of the Members, may adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Question at General Meeting how to be decided.

90. (a) Before or on the declaration of the result of the voting on any resolution on a show of hands, a poll may be ordered to be taken by the chairman of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf by any member or members present in person or by proxy and holding shares in the Company—

- (i) which confer a power to vote on the resolution not being less than one-tenth of the total voting power in respect of the resolution, or
- (ii) on which an aggregate sum of not less than fifty thousand rupees has been paid-up.

The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

Unless a poll is demanded, a declaration by the Chairman that a resolution has on a show of hands, been carried or carried unanimously or by a particular majority, or lost and an entry to that effect in the Minute Book of the Company shall be conclusive evidence recorded in favour of or against that resolution.

(b) In the case of an equality of votes, the Chairman shall both on a show of hands and at a poll (if any), have a casting vote in addition to the vote or votes to which he may be entitled as a Member.

Chairman's casting vote.

91. If a poll is demanded as aforesaid the same shall subject to Article 93 be taken at such time (not later than forty-eight hours from the time when the demand was made) and place in the city or town in which the Office of the Company is for the time being situate, and either by open voting or by ballot, as the Chairman shall direct, and either at once or after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

Poll to be taken if demanded.

92. Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon, to him. One of the scrutineers so appointed shall always be a Member (not being an officer or employee of the Company) present at the meeting, provided such a Member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutineer from office and fill vacancies in the office of scrutineer arising from such removal or from any other cause.

Scrutineers at poll.

93. Any poll duly demanded on the election of a Chairman of a meeting or any question of adjournment shall be taken at the meeting forthwith.

In what case poll taken without adjournment.

94. The demand for a poll except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

Demand for poll not to prevent transaction of other business.

VOTES OF MEMBERS

95. No Member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands or upon a poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has, and has exercised, any right of lien.

Members in arrears not to vote.

96. Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company, every Member, not disqualified by the last preceding Article shall be entitled to be present, and to speak and vote at such meeting, and on a show of hands every Member present in person shall have one vote and upon a poll the voting right of every Member present in person or by proxy shall be in proportion to his share of the paid-up equity share capital of the Company. Provided, however, if any preference shareholder be present at any meeting of the Company, save as provided in clause (b) of sub-section (2) of Section 87 of the Act, he shall have a right to vote only on resolutions placed before the meeting which directly affect the rights attached to his preference shares.

Number of votes to which Member entitled.

97. On a poll taken at a meeting of the Company, a Member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

Casting of votes by a Member entitled to more than one vote.

How Members non-composmentis and minor may vote.	98. A Member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian; and any such committee or guardian may, on poll vote by proxy. If any Member be a minor, the vote in respect of his share or shares shall be by his guardian, or any one of his guardians, if more than one to be selected in case of dispute by the Chairman of the meeting.
Votes of joint-members.	99. If there be joint registered holders of any shares, any one of such persons may vote at any meeting or may appoint another person (whether a Member or not) as his proxy in respect of such shares, as if he were solely entitled thereto, but the proxy so appointed shall not have any right to speak at the meeting and, if more than one of such joint-holders be present at any meeting, that one of the said persons so present whose name stands higher on the Register of Members shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint-holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased Member, in whose name shares stand shall for the purpose of these Articles be deemed joint-holders thereof.
Voting in person or by proxy.	100. Subject to the provisions of these Articles votes may be given either personally or by proxy. A body corporate being a Member may vote either by a proxy or by a representative duly authorised in accordance with Section 187 of the Act and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as that body could exercise if it were an individual Member,
Votes in respect of shares of deceased and insolvent Member.	101. Any person entitled under Article 63 to transfer any share may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that at least forty-eight hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnity (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.
Appointment of proxy.	102. Every proxy (whether a Member or not) shall be appointed in writing under the hand of the appointor or his attorney, or if such appointor is a corporation under the common seal of such corporation, or be signed by an officer or any attorney duly authorised by it, and any committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the meeting.
Proxy either for specified meeting or for a period.	103. An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purpose of every meeting of the Company, or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting,
Proxy to vote only on a poll. Deposit of instrument of appointment.	104. A Member present by proxy shall be entitled to vote only on a poll. 105. The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the office not later than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
Form of proxy.	106. Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in any of the forms set out in Schedule IX of the Act.
Validity of votes given by proxy notwithstanding death of member.	107. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the proxy or of any power of attorney under which such proxy was signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have been received at the Office before the meeting.

108. No objection shall be made to the validity of any vote, except at any meeting or poll at which such vote shall be tendered, and every vote whether given personally or by proxy, not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

Time for objection to vote.

109. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

Chairman of the meeting to be the judge of validity of any vote.

110. (1) The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.

Minutes of General Meeting and inspection thereof by Members.

(2) Each page of every such book shall be initialled or signed and the last page of the records of proceedings of each meeting in such book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for that purpose.

(3) In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by pasting or otherwise.

(4) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

(5) All appointments of officers made at any meeting aforesaid shall be included in the minutes of the meeting.

(6) Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting (a) is or could reasonably be regarded as defamatory of any person, or (b) is irrelevant or immaterial to the proceedings or (c) is detrimental to the interest of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds.

(7) Any such minutes shall be evidence of the proceedings recorded therein.

(8) The book containing the minutes of proceedings of General Meetings shall be kept at the Office of the Company and shall be open during business hours, for such periods not being less, in the aggregate, than two hours in each day, as the Directors determine, to the inspection of any Member without charge.

DIRECTORS

*111. Until otherwise determined by the General Meeting and subject to Section 252 of the Act, the number of Directors (excluding Alternate Directors) shall not be less than three nor more than eighteen.

Number of Directors.

112. (1) Not less than two-thirds of the total number of Directors shall be persons whose period of office is liable to determination by retirement of Directors by rotation.

Proportion to retire by rotation.

(2) At every Annual General Meeting of the Company, one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office.

Retirement and rotation of Directors.

*Adopted in terms of a Special Resolution passed at the Annual General Meeting of the Company held on 29th March, 1974 and approved by the Central Government under Section 259 of the Act vide their letter No. 1(174) CL.V111/74 dated 11th September, 1974.

The Directors appointed under Articles 113A, B, C and 114 shall not be subject to retirement under this Article and shall not be taken into account in determining rotation, retirement or the number of Directors to retire.

(3) The Directors to retire by rotation under the foregoing Article shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot. A retiring Director shall be eligible for re-election.

(4) The Company at the Annual General Meeting at which a Director retires in manner aforesaid, may fill up the vacated office by electing the retiring Director or some other person thereto.

- (5) (a) If the Place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.
- (b) If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill up the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless
- (i) at the meeting or at the previous meeting a resolution for the reappointment of such Director has been put to the meeting and lost;
- (ii) the retiring Director has by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be reappointed;
- (iii) he is not qualified or is disqualified for appointment;
- (iv) a Resolution, whether Special or Ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act; or
- (v) the proviso to sub-section (2) of Section 263 of the Act is applicable to the case.

Appointment of nominee Director by ICICI.

113. (A) (i) Notwithstanding anything to the contrary contained in these Articles but subject to the provisions contained in clause (ii) hereof The Industrial Credit and Investment Corporation of India Limited (“ICICI”) shall have the right from time to time to appoint its nominee acceptable to the Company as a Director (hereafter referred to as “ICICI Director”) on the Board of the Company and to remove from such office any person so appointed and to appoint any other person in his place. The ICICI Director shall not be required to hold share qualification in the Company nor shall he be liable to retire by rotation. Subject as aforesaid the ICICI Director shall be entitled to the same obligation as any other Director of the Company.

- (ii) The right conferred on ICICI under clause (i) hereof to appoint its nominee on the Board of the Company shall be exercisable so long as
- (a) ICICI holds the Company’s 7³/₄% Debentures (1982-85) of at least the nominal value of Rupees ten lacs; or
- (b) the loan or any part of the loan of the equivalent of U.S. Dollars Two hundred and eight thousand granted by ICICI to the Company for the import of plant and machinery,

pursuant to the Heads of Agreement and Supplemental Heads of Agreement, both dated 30th December, 1970, between ICICI and the Company is outstanding,

When such right shall cease to be exercisable the nominee of ICICI on the Board of the Company shall automatically vacate office as a Director,

(B) (1) Notwithstanding anything to the contrary contained in these Articles, so long as The Industrial Credit and Investment Corporation of India (ICICI), Life Insurance Corporation of India (LIC), General Insurance Corporation of India and/ or its subsidiaries (herein collectively referred to as GIC) and Unit Trust of India (UTI), (hereinafter in this Article referred to as “the Corporation”) continue to hold Debentures in the Company by private placement of the aggregate nominal value of Rupees two crores (hereinafter referred to as “the said Debentures”) or so long as the Company owes any moneys to the Corporation under the said Debentures or so long as the Corporation holds shares in the Company as a result of conversion of a part of the said Debentures (hereafter referred to as “the shares”), the Corporation shall have a right to appoint from time to time any person or persons as a Director or Directors wholetime or non-wholetime which Director or Directors is/are (hereinafter referred to as “Nominee Director/s”) on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place/s.

**Nominee
Director(s).**

(2) The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. Such Nominee Director/s shall not be required to hold share qualification in the Company nor shall he/they be liable to retire by rotation. The Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

(3) The Nominee Director/s so appointed shall hold the said office only so long as the Corporation holds the said Debentures or so long as the Corporation holds shares in the Company as a result of conversion of part of the said Debentures or so long as the Company owes any moneys to the Corporation under the said Debentures and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately on the Corporation ceasing to hold the said Debentures/ the shares in the Company or on the moneys owing by the Company to the Corporation under the said Debentures shall be paid off.

(4) The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the Meetings of the Committee of which the Nominee Director/s is/are member/s as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.

(5) The Company shall pay to the Nominee Director/s sitting fees and expenses which the other Directors of the Company are entitled, but if any other fees, commission, monies or remuneration in any form is payable to the Directors of the Company, the fees, commission, monies and remuneration in relation to such Nominee Director/s shall accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or as the case may be to such Nominee Director/s. Provided that if any such Nominee Director/s is an officer of the Corporation the sitting fees in relation to such Nominee Director/s shall also accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

(6) In the event of the Company committing any default in terms of the Heads of Agreement/Letters of Sanction/Memorandum of Terms and Conditions entered into/to be entered into by the Company with the Corporation in respect of the said Debentures the Corporation shall have the right to appoint Nominee Director/s

as Wholetime Director/s and the Company shall if required take all necessary steps to effect such appointment/s.

It is hereby expressly declared that notwithstanding anything contained in this Article, such Nominee Director/s appointed as Wholetime Director/s shall exercise such powers and duties as may be approved by the Corporation and have such rights as are usually exercised or available to a Wholetime Director in the management of the Company. Such Nominee Director's shall be entitled to receive such remuneration fees, commission and moneys as may be sanctioned by the Central Government and approved by the Corporation.

Special Director.

(C) Notwithstanding anything to the contrary contained in these Articles, in the event of the Company borrowing by way of Debentures or Debenture Stock secured under a Trust Deed or a Trustee Agreement or borrowing by way of Term Loans from either the Public Financial Institutions or State Financial Institutions, secured under agreements which provide for the appointment from time to time by the Trustees under a Trust Deed or by the holders of the Debentures or Debenture Stock or by the lenders of such Term Loans, of some person to be a Director of the Company such Trustees or holders of Debentures or Debenture Stock or the lenders of Term Loans shall have the power to appoint the Director and from time to time to remove any Director so appointed. The Director so appointed under this Article is herein referred to as 'Special Director' and the terms 'Special Director' means a Director for the time being in office under this Article: The Special Director shall not be bound to hold any Qualification Shares and shall not be liable to retire by rotation or subject to the provisions of the Act, be removed by the Company. The Trust Deed or, the Trustees Agreement or the Term Loan Agreement, as the case may be, may contain ancillary provisions as may be arranged between the Company and the Trustees or the holders of the Debentures or Debenture Stock or the Term Loan lenders and all such provisions shall have effect, notwithstanding any of the provisions herein contained.

Power to appoint nominated Directors.

114. Whenever the Directors enter into a contract with any Government (Central, State or Local) or any person or persons for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for underwriting or enter into any other arrangement whatsoever, the Directors shall have, subject to the provisions of Section 255 of the Act, the power to agree that such Government, person or persons shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the agreement and that such Director or Directors may not be liable to retire by rotation nor be required to hold any qualification shares. The Directors may also agree that any such Director or Directors may be removed from time to time by the Government, person or persons entitled to appoint or nominate them and such person or persons may appoint another or others in his or their place and also fill in any vacancy which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatsoever, The Directors appointed or nominated under this Article shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the Directors of the Company including the payment of remuneration and travelling expenses to such Director or Directors as may be agreed by the Company with such person or persons aforesaid.

Appointment of Alternate Director.

115. The Board may appoint an Alternate Director to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from the State in which the meetings of the Board are ordinarily held. An Alternate Director appointed under this Article shall be a person recommended for such appointment by the Original Director. An Alternate Director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to that State. If the term of office of the Original Director is determined before he so returns to that State, any provisions in the Act or in these Articles for automatic re-appointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the Alternate Director.

116. (a) Subject to the provisions of Sections 260 and 264 of the Act, the Board shall have power at any time and from time to time to appoint any other qualified person to be an Additional Director, but so that the total number of Directors shall not at any time exceed the maximum fixed under Article 111. Any such Additional Director shall hold office only upto the date of the next Annual General Meeting but shall be eligible for election at such meeting.

Board's power to add to Board.

(b) Subject to the provisions of Sections 262, 264 and 284(6) of the Act, the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated by him.

Board's power to fill casual vacancies

*117. The fee payable to the Directors for attending a meeting of the Board or a Committee thereof shall be such sum as may be determined by the Board within the maximum limit, as shall be prescribed by law or by the Central Government from time to time. The Company may allow and pay to any Director such reasonable expenditure as may have been incurred by him or such sum as may be considered fair and reasonable for attending such meetings.

Remuneration of Directors.

118. If any Director other than a Managing Director or any Director who is in the whole time service of the Company being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from Bombay for any of the purposes of the Company or in giving special attention to the business of the Company or as a member of a Committee of the Board then, subject to Sections 198, 309 and 310 of the Act, the Board may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled.

Remuneration for extra service.

119. The continuing Directors may act notwithstanding any vacancy in their body, but if, and so long as their number is reduced below the minimum number fixed by Article 111 hereof, the continuing Directors not being less than two, may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting, but for no other purpose.

Directors may act notwithstanding any vacancy.

120. (1) Subject to Sections 283(2) and 314 of the Act, the office of a Director shall become vacant if:-

When office of Directors to become vacant.

- (a) he is found to be of unsound mind by a court of competent jurisdiction; or
- (b) he applies to be adjudicated an insolvent; or
- (c) he is adjudged an insolvent; or
- (d) he fails to pay any call made on him in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the date fixed for payment of such call unless the Central Government has, by notification in the Official Gazette removed the disqualification incurred by such failure; or
- (e) he absents himself for three consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of three months, whichever is longer, without leave of absence from the Board; or
- (f) he becomes disqualified by an order of the court under Section 203 of the Act; or
- (g) he is removed in pursuance of Section 284 of the Act; or

*Adopted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 26th August, 2004.

- (h) he (whether by himself or by any person for his benefit or on his account) or any firm in which he is a partner, or any private company of which he is a Director, accepts a loan, or any guarantee or security for a loan, from the Company in contravention of Section 295 of the Act; or
- (i) he acts in contravention of Section 299 of the Act; or
- (j) he is convicted by a court of any offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six months; or
- (k) having been appointed a Director by virtue of his holding any office or other employment in the Company, he ceases to hold such office or other employment in the Company; or
- (l) he resigns his office by a notice in writing addressed to the Company; or
- (m) any office or place of profit under the Company or under any subsidiary of the Company is held in contravention of Section 314 of the Act and by operation of that Section he is deemed to vacate office.

(2) Notwithstanding any matter or thing in sub-clauses (c), (f) and (j) of clause (1), the disqualification referred to in those sub-clauses shall not take effect :—

- (a) for thirty days from the date of adjudication, sentence or order; or
- (b) where an appeal or petition is preferred within the thirty days aforesaid against the adjudication, sentence or conviction resulting in the sentence or order until the expiry of seven days from the date on which such appeal or petition is disposed of; or
- (c) where within the seven days aforesaid, any further appeal or petition is preferred in respect of the adjudication, sentence, conviction or order, and the appeal or petition, if allowed, would result in the removal of the disqualification, until such further appeal or petition is disposed of.

Directors not to hold office of profit under the Company or its subsidiary. Director may contract with the Company.

121. Any Director or other person referred to in Section 314 of the Act may be appointed to or hold any office or place of profit under the Company or under any subsidiary of the Company in accordance with the provisions of Section 314 of the Act.

122. (1) Except with the consent of the Board of Directors of the Company, and, so long as the paid-up share capital of the Company continues to be not less than Rupees one crore, except with the previous approval of the Central Government, a Director of the Company or his relative, a firm in which such a Director or relative is a partner, any other partner in such a firm, or a private company of which the Director is a member or Director, shall not enter into any contract with the Company :-

- (a) for the sale, purchase or supply of any goods, materials or services; or
- (b) for underwriting the subscription of any shares in or debentures of the Company.

(2) Nothing contained in sub-clause (a) of Clause (1) shall affect

- (a) the purchase of goods and materials from the Company, or the sale of goods and materials to the Company by any Director, relative, firm, partner or private company as aforesaid for cash at prevailing market prices; or

- (b) any contract or contracts between the Company on one side and such Director, relative, firm, partner or a private company on the other for sale, purchase or supply of any goods, materials and services in which either the Company or the Director, relative, firm partner or private company, as the case may be, regularly trades or does business.

PROVIDED THAT such contract or contracts do not relate to goods and materials the value of which or services the cost of which exceed five thousand rupees in the aggregate in any year² comprised in the period of the contract or contracts.

(3) Notwithstanding anything contained in sub-clauses (1) and (2) of this Article, a Director, relative, firm, partner or private company as aforesaid may, in circumstances of urgent necessity, enter, without obtaining the consent of the Board, into any contract with the Company for the sale, purchase or supply of any goods or materials or services even if the value of such goods or cost of such services exceeds five thousand rupees in the aggregate in any year comprised in the period of the contract; but in such a case the consent of the Board shall be obtained at a meeting within three months of the date on which the contract was entered into.

(4) Every consent of the Board required under this Article shall be accorded by a resolution passed at a meeting of the Board and not otherwise; and the consent of the Board required under sub-clause (1) of this Article shall not be deemed to have been given within the meaning of that sub-clause unless the consent is accorded before the contract is entered into or within three months of the date on which it was entered into.

(5) If the consent is not accorded to any contract under this Article, anything done in pursuance of the contract shall be voidable at the option of the Board.

123. Director of this Company may be or become a Director of any other Company promoted by this Company or in which it may be interested as a Vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as a director or member of such Company.

**when Director of this Company appoints Directors of a Company in which the Company is interested either as a vendor or otherwise.
Appointment of Directors to be voted on individually.**

124. Save as permitted by Section 263 of the Act, every Resolution of a General Meeting for the appointment of a Director shall relate to one named individual only.

Power to remove Director by ordinary Resolution on Special Notice.

125. The Company may, subject to the provisions of Section 284 of the Act, by ordinary resolution of which Special Notice has been given, remove any Director before the expiration of his period of office and by ordinary resolution of which Special Notice has been given, appoint another person in his stead, if the Director so removed was appointed by the Company in General Meeting or by the Board under Article 116(b). The person so appointed shall hold office until the date upto which his predecessor would have held office if he had not been so removed. If the vacancy created by the removal of a Director under the provisions of this Article is not so filled by the meeting at which he is removed, the Board may at any time thereafter fill such vacancy under the provisions of Article 116(b).

126. A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement, or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board in the manner provided in Section 299(2) of the Act; Provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other company where any of the Directors of the Company or two or more of them together holds or hold not more than two percent of the paid-up share capital in any such other company.

Disclosure of interest.

General notice of interest.

127. A general notice given to the Board by the Director, to the effect that he is a Director or Member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may, after the date of the notice be entered into with that body corporate or firm, shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. No such general notice, and no renewal thereof shall be of effect unless, either it is given at a meeting of the Board or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

Interested Director not to participate or vote in Board's proceedings.

128. No Director shall as a Director take any part in the discussion of, or vote, on any contract or arrangement entered into, or to be entered into, by or on behalf of the Company, if he is in any way, whether directly or indirectly, concerned or interested in such contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void; provided however, that nothing herein contained shall apply to :-

- (a) any contract of indemnity against any loss which the Directors, or any one or more of them, may suffer by reason of becoming or being sureties or a surety for the Company;
- (b) any contract or arrangement entered into or to be entered into with a public company or a private company which is a subsidiary or a public company in which the interest of the Director consists solely —
 - (i) in his being —
 - (a) a Director of such company; and
 - (b) the holder of not more than shares of such number or value there in as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company; or
 - (ii) in his being a member holding not more than 2% of its paid-up share capital.

Register of contracts in which Directors are interested.

129. The Company shall keep a Register in accordance with Section 301(1) of the Act and shall within the time specified in Section 301(2) of the Act enter therein such of the particulars as may be relevant having regard to the application thereto of Section 297 or Section. 299 of the Act as the case may be. The Register aforesaid shall also specify, in relation to each Director of the Company, the names of the bodies corporate and firms of which notice has been given by him under Article 127. The Register shall be kept at the Office of the Company and shall be open to inspection at such Office, and extracts may be taken therefrom and copies thereof may be required by any Member of the Company to the same extent, in the same manner, and on payment of the same fee as in the case of the Register of Members of the Company and the provisions of Section 163 of the Act shall apply accordingly.

Directors may be Directors of companies promoted by the Company.

130. A Director may be or become a Director of any company promoted by the Company or in which it may be interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any benefits received as Director or shareholder of such company except in so far as Section 309(6) or Section 314 of the Act may be applicable.

Company may increase or reduce the number of Directors.

131. Subject to Section 259 of the Act, the Company may by Ordinary Resolution from time to time, increase or reduce the number of Directors.

132. (1) Subject to the provisions of the Act and these Articles, any person who is not a retiring Director shall be eligible for appointment to the office of Director at any General Meeting if he or some Member intending to propose him has at least fourteen clear days before the Meeting left at the Registered Office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such Member to propose him as a candidate for that office as the case may be, along with a deposit of five hundred rupees which shall be refunded to such person or, as the case may be, to such Member, if the person succeeds in getting elected as a Director.

Notice of candidature for office of Director except in certain cases.

(2) Every person (other than a Director retiring by rotation or otherwise, or a person who has left at the Office of the Company a notice under Section 257 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director, shall sign and file with the Company, his consent in writing to act as a Director, if appointed.

(3) A person other than a Director re-appointed after retirement by rotation or immediately on the expiry of his term of office, or an Additional or Alternate Director, or a person filling a casual vacancy in the office of a Director under Section 262 of the Act, appointed as a Director or re-appointed as an Additional or Alternate Director, immediately on the expiry of his term of office, shall not act as a Director of the Company, unless he has within thirty days of his appointment signed and filed with the Registrar his consent in writing to act as such Director.

133. (a) The Company shall keep at its Office a Register containing the particulars of its Directors, Managers, Secretaries and other persons mentioned in Section 303 of the Act, and shall otherwise comply with the provisions of the said Section in all respects.

Register of Directors, etc. and notification of change to Registrar.

(b) The Company shall in respect of each of its Directors also keep at its Office a Register, as required by Section 307 of the Act, and shall otherwise duly comply with the provisions of the said Section in all respects.

Register of shares or debentures held by Directors.

134. (a) Every Director (including a person deemed to be a Director by virtue of the Explanation to sub-section (1) of Section 303 of the Act), Managing Director, Manager or Secretary of the Company shall, within twenty days of his appointment to or as the case may be relinquishment of any of the above offices in any other body corporate, disclose to the Company the particulars relating to his office in the other body corporate which are required to be specified under sub-section (1) of Section 303 of the Act.

Disclosure by Director of appointment to any other body corporate.

(b) Every Director and every person deemed to be a Director of the Company by virtue of sub-section (10) of Section 307 of the Act, shall give notice to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that Section.

Disclosure by Director of his holdings of shares and debentures of the Company, etc.

MANAGING DIRECTOR(S) AND WHOLE-TIME DIRECTOR(S)

135. Subject to the applicable provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its number as Managing Director or Managing Directors of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit, and subject to the provisions of Article 137 the Board may by a resolution vest in such Managing Director or Managing Directors such of the powers hereby vested in the Board generally as it thinks fit and such powers may be made exercisable for such period or periods upon such conditions and subject to such restrictions as it may determine. The remuneration of a Managing Director or Managing Directors may be by way of monthly payment, participation in profits or by any other mode not expressly prohibited by the Act. Subject to the provisions of Section 255 of the Act, a Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation and he shall not be reckoned as a Director for the purpose of

Board may appoint Managing Director or Managing Directors,

determining the rotation of retirement of Directors or in fixing the number of Directors to retire, but (subject to the provisions of any contract between him and the Company) he shall be subject to the same provisions as to resignation and removal as the other Directors and he shall, *ipso facto* and immediately cease to be a Managing Director if he ceases to hold the office of Director from any cause.

Board may appoint Whole-time Director or Whole-time Directors.

136. Subject to the applicable provisions of the Act and of these Articles the Board shall have power to appoint from time to time any of its number as Whole-time Director or Whole-time Directors of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit, and subject to the provisions of Article 137, the Board may by resolution vest in such Whole-time Director or Whole-time Directors such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods, and upon such conditions and subject to such restrictions as it may determine. The remuneration of Whole-time Director or Whole-time Directors may be by way of monthly payment, fee for each meeting or participation in profits, or by any or all of these modes, or any other mode not prohibited by the Act.

Restriction of Management.

137. The Managing Director or Managing Directors or Whole-time Director or Whole-time Directors shall not exercise the powers to :

(a) make calls on shareholders in respect of money unpaid on the shares in the Company;

(b) issue debentures;

and except to the extent mentioned in the Resolution passed at the Board Meeting under Section 292 of the Act, shall also not exercise the powers to —

(c) borrow moneys, otherwise than on debentures;

(d) invest the funds of the Company; and

(e) make loans.

Certain persons not to be appointed Managing or Whole-time Directors.

138. The Company shall not appoint or employ, or continue the appointment or employment of, a person as its Managing Director or Whole-time Director who —

(a) is an undischarged insolvent, or has at any time been adjudged an insolvent;

(b) suspends, or has at any time suspended, payment to his creditors or makes, or has at any time made, a composition with them; or

(c) is, or has at any time been, convicted by a court of any offence involving moral turpitude.

Special position of Managing or Whole-time Directors.

139. A Managing Director or Whole-time, Director shall *ipso facto* and immediately cease to be Managing Director or Whole-time Director if he ceases to hold the office of a Director.

PROCEEDINGS OF THE BOARD OF DIRECTORS

Meetings of Directors.

140. The Board shall meet together at least once in every three months for the despatch of business and may adjourn and otherwise regulate its meetings and proceedings as it thinks fit. Notice in writing of every meeting of the Board shall be given to every Director for the time being in India, and at his usual address in India to every other Director. The Directors may adjourn and otherwise regulate their meetings as they think, fit.

Notice of Meeting.

141. Unless otherwise agreed to by all the Directors atleast fifteen days notice of every meeting of the Board shall be given in writing to every Director whether in or outside India. In case of Directors residing outside India notice shall be sent by cable or telex.

142. The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of Section 287 of the Act. If a quorum shall not be present within fifteen minutes from the time appointed for holding a meeting of the Board, it shall be adjourned until such date and time as the Chairman or the Deputy Chairman of the Board shall appoint.

Quorum.

143. A Meeting of the Board at which a quorum be present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board.

Powers of Board Meeting.

144. If a quorum shall not be present within fifteen minutes from the time appointed for holding a meeting of the Board, the meeting shall be adjourned to the same day in the next week, at the same time and place, or to such other date, time and place as may be determined by the Board.

Adjournment of meeting for want of quorum.

145. The Secretary shall, as and when directed by any one of the Directors to do so, convene a meeting of the Board by giving a notice in writing to every Director.

When meeting to be convened.

146. The Directors shall appoint one of their number to be the Chairman of the Company and of its Board of Directors for such period as they shall think fit. Notwithstanding anything to the contrary contained in these Articles the Chairman shall preside over the Annual General Meeting and all other general meetings of the Company and also over all meetings of the Board. The Chairman shall exercise such powers and perform such duties as may from time to time be delegated or assigned to him by the Board subject nevertheless to the provisions of the Companies Act, 1956. Subject to the provisions of Sections 309, 310 and 314 of the Companies Act, 1956, the Chairman shall be entitled to such remuneration, as the Board may from time to time determine.

Chairman.

147. The Directors may appoint one of their number to be the Deputy Chairman of the Company and of its Board for such period as they shall think fit. Notwithstanding anything to the contrary contained in these Articles the Deputy Chairman shall, in the absence of the Chairman, preside over the Annual General Meeting and over all other general meetings of the Company and also over all meetings of the Board. The Deputy Chairman shall exercise such powers and perform such duties as may from time to time be delegated or assigned to him by the Board subject nevertheless to the provisions of the Companies Act, 1956. Subject to the provisions of Sections 309, 310 and 314 of the Companies Act, 1956, the Deputy Chairman shall be entitled to such remuneration as the Board may from time to time determine.

Deputy Chairman.

148. If at any meeting of the Board, the Chairman or the Deputy Chairman is not present at the time appointed for holding the same, the Directors present shall choose one of their number to be the Chairman of such meeting.

Election of Chairman of a Board in the absence of the permanent Chairman or Deputy Chairman.

149. Questions arising at any meeting of the Board shall be decided by a majority of votes, in case of an equality of votes the Chairman shall have a second or casting vote.

Decisions at Board Meetings.

150. Subject to the restrictions contained in Section 292 of the Act the Board may delegate any of their powers to Committees of the Board consisting of such Member or Members of its body as it thinks fit, and it may from time to time revoke and discharge any such Committee of the Board either wholly or in part and either as to persons or purposes, but every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.

Board may appoint Committee.

**Meetings of
Committee, how
to be governed.**

151. The meetings and proceedings of any such Committee of the Board consisting of two or more Members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.

**Resolution by
circulation.**

152. No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee, then in India (not being less in number than the quorum fixed for a meeting of the Board or Committee as the case may be), and to all other Directors or members of the Committee at their usual address in India, and has been approved by such of the Directors or members of the Committee as are then in India, or by a majority of such of them, as are entitled to vote on the resolution.

**Acts of Board or
Committee valid
notwithstanding
informal
appointment.**

153. All acts done by any meeting of the Board or by a Committee of the Board, or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they, or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director and had not vacated his office or his appointment had not been terminated. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

**Minutes of
proceedings of
meetings of the
Board and
Committees to
be kept.**

154. (1) The Company shall cause minutes of all proceedings of every meeting of the Board and Committee thereof to be kept by making within thirty days of the conclusion of every such meeting entries thereof in books kept for that purpose with their pages consecutively numbered.

(2) Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the said meeting or the Chairman of the next succeeding meeting.

(3) In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by pasting or otherwise.

(4) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

(5) All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.

(6) The minutes shall also contain —

- (a) the names of the Directors present at the meeting; and
- (b) in the case of each resolution passed at the meeting, names of the Directors, if any, dissenting from, or not concurring with the resolution.

(7) Nothing contained in sub-clauses (1) to (6) above shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairman of the meeting —

- (a) is, or could reasonably be regarded as defamatory of any person;
- (b) is irrelevant or immaterial to the proceedings; or
- (c) is detrimental to the interest of the Company.

The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause.

(8) Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

155. The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act, or any other Act or by the Memorandum or by the Articles of the Company, required to be exercised by the Company in General Meeting, subject nevertheless to these Articles, to the provisions of the Act, or any other Act or to any regulations being not inconsistent therewith, as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

Powers of Board.

Provided that the Board shall not, except with the consent of the Company in General Meeting :—

- (a) sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company, or where the Company owns more than one undertaking, of the whole, or substantially the whole of any such undertaking;
- (b) remit, or give time for the repayment of, any debt due by a Director;
- (c) invest otherwise than in trust securities the amount of compensation received by the Company in respect of the compulsory acquisition of any such undertaking as is referred to in clause (a), or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;
- (d) borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose. Provided further that the powers specified in Section 292 of the Act shall, subject to these Articles be exercised only at meetings of the Board, unless the same be delegated to the extent therein stated; or
- (e) contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees, any amounts the aggregate of which will, in any financial year exceed fifty thousand rupees or five percent of its average net profits as determined in accordance with the provisions of Sections 349 and 350 of the Act during the three financial years immediately preceding, whichever is greater.

156. Without prejudice to the general powers conferred by the last preceding Article and so as not in any way limit or restrict those powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the last preceding Article, it is hereby declared that the Directors shall have the following powers, that is to say, power —

Certain powers of the Board.

(1) To pay costs, charges and expenses preliminary and incidental to the promotion, formation, establishment, registration and regulation of the Company and to the issue of further capital.

(2) To pay and charge to the capital account of the Company any commission or interest lawfully payable thereout under the provisions of Sections 76 and 208 of the Act.

(3) Subject to Sections 292 and 297 of the Act to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit, and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory.

(4) At their discretion and subject to the provisions of the Act to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, loan, stocks, mortgages, or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon and any such bonds, debentures, loan stocks, mortgages or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(5) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit.

(6) To accept from any Member, as far as may be permissible by law, a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed.

(7) To appoint any person to accept and hold in trust for the Company any property belonging to the Company, in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.

(8) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claim or demand by or against the Company and to refer any differences to arbitration, and observe and perform any awards made thereon.

(9) To act on behalf of the Company in all matters relating to bankrupts and insolvents.

(10) To make and give receipts, releases, and other discharges for moneys payable to the Company and for the claims and demands of the Company.

(11) Subject to the provisions of Sections 292, 295, 370 and 372 of the Act, to invest and deal with any moneys of the Company not immediately required for the purposes thereof upon such security (not being shares of this Company), or without security and in such manner as they may think fit, and from time to time to vary or realise such investments. Save as provided in Section 49 of the Act, all investments shall be made and held in the Company's own name.

(12) To execute in the name and on behalf of the Company, in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.

(13) To determine from time to time who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purpose.

(14) To distribute by way of bonus amongst the staff of the Company a share or shares

in the profits of the Company, and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expense of the Company.

(15) To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependants or connections of such persons, by building or contributing to the building of houses, dwellings or chawls, or by grants of money, pension, gratuities, allowances, bonus or other payments, or by creating, and from time to time subscribing or contributing to provident and other funds, associations, institutions or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit; and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise.

(16) Before recommending any dividend, to set aside out of profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund, or to an Insurance Fund, or as a Reserve Fund or Sinking Fund or any special fund to meet contingencies or to repay debentures or debenture stock, loan stock, or for special dividends or for equalising dividends or for repairing, improving, extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceding clause), as the Board may in their absolute discretion, think conducive to the interest of the Company, and subject to Sections 292 and 372 of the Act, to invest the several sums so set aside or so much thereof as required to be invested, upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board in their absolute discretion, think conducive to the interest of the Company, notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied or expended and to divide the Reserve Fund into such special funds as the Board may think fit, with full power to transfer the whole or any portion of a Reserve Fund or division of a Reserve Fund to another Reserve Fund or division of a Reserve Fund and with full power to employ the assets constituting all or any of the above funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of debentures or debenture-stock, and without being bound to keep the same separate from the other assets, and without being bound to pay interest on the same, with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.

(17) To appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary, or special services as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments or remuneration and to require security in such instances and to such amount as they may think fit, also without prejudice as aforesaid, from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit; and the provisions contained in the three next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.

(18) From time to time and at any time to establish any local Board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of such local Board, and to fix their remuneration.

(19) Subject to the provisions of the Act, from time to time and at any time, to delegate to any such local Board, or any member or members thereof or any managers or agents so appointed any of the powers, authorities and discretions for the time being vested in the Board, and to authorise the members for the time being of any such local Board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation under the preceding and this sub-clause may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may annul or vary any such delegation.

(20) At any time and from time to time by Power of Attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also, except in the limits authorised by the Board, the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks fit) be made in favour of the member or any of the members of any local Board, established as aforesaid or in favour of any Company, or the shareholders, Directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

(21) Subject to Sections 294, 294AA and 297 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.

(22) From time to time to make, vary and repeal bye-laws for the regulation of the business of the Company, its officers and servants.

(23) To insure and keep insured against loss or damage by fire or otherwise, for such period and to such extent as they may think proper, all or any part of the buildings, plant, machinery, vessels, vehicles, goods, stores, produce and all other movable and immovable property of the Company, either separately or co-jointly, and to assign, surrender or discontinue any policies of insurance effected in pursuance of this power.

(24) To open accounts with any bank or bankers or with any company, firm or individual and to pay money into and draw money from or otherwise operate any such account from time to time as they may think fit.

(25) To attach to any shares to be issued as the consideration or part consideration for any contract with or property acquired by the Company or in payment for services rendered to the Company, such conditions as to the transfer thereof as they think fit.

(26) Generally, from time to time and at any time to delegate (with or without powers of sub-delegations) all or any of the powers, authorities discretions for the time being vested in the Directors to any employee of the Company or to any other person, firm or body corporate or otherwise to any fluctuating body of persons.

SOCIAL RESPONSIBILITIES OF THE COMPANY

*156A. The Company shall have among its objectives the promotion and growth of the national economy through increased productivity, effective utilisation of material and manpower resources and continued application of modern scientific and managerial techniques in keeping with the national aspirations; and the Company shall be mindful of its social and moral responsibilities to the consumers employees, shareholders, society and the local community.

Social Responsibilities of the Company.

MANAGEMENT

157. The Company shall not appoint or employ at the same time more than one of the following categories of managerial personnel namely:

- (A) Managing Director and
- (B) Manager.

Prohibition of simultaneous appointment of different categories of managerial personnel.

THE SECRETARY

158. The Directors may from time to time appoint, and at their discretion remove, any individual (hereinafter called "the Secretary") to perform any functions which by the Act are to be performed by the Secretary, and to execute any other purely ministerial or administrative duties, which may from time to time be assigned to the Secretary by the Directors. The Directors may also at any time appoint some other person (who need not be the Secretary) to keep the registers required to be kept by the Company.

Secretary.

THE SEAL

159 (a) The Board shall provide a Common Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given.

The Seal its custody and use.

(b) The Company shall also be at liberty to have an Official Seal in accordance with Section 50 of the Act, for use in any territory, district or place outside India.

160. Every Deed or other instrument, to which the Seal of the Company is required to be affixed, shall, unless the same is executed by a duly constituted attorney, be signed by two Directors or one Director and Secretary or some other person appointed by the Board for the purpose; provided that in respect of the share certificate the Seal shall be affixed in accordance with Article 18(a).

Deeds how executed.

DIVIDENDS

161. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these Articles, and subject to the provisions of the Act and of these Articles, shall be divisible among the members in proportion to the amount of capital paid-up or credited as paid-up on the share held by them respectively.

Division of profits.

162. The Company in General Meeting may declare dividends to be paid to Members according to their respective rights, but no dividends shall exceed the amount recommended by the Board, but the Company in General Meeting may declare a smaller dividend.

The Company in General Meeting may declare a dividend.

*Adopted in terms of the Special Resolution passed at the Extraordinary General Meeting of the Company held on 23rd January, 1997.

Dividends only to be paid out of profits.

163. (1) No dividend shall be declared or paid otherwise than out of profits of the financial year arrived at after providing for the depreciation in accordance with the provisions of Section 205 of the Act or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with these provisions and remaining undistributed or out of both.

Provided that :

- (a) If the Company has not provided for depreciation for any previous financial year or years it shall, before declaring or paying a dividend for any financial year, provide for such depreciation out of the profits of the financial year, or out of the profits of any other previous financial year or years.
- (b) If the Company has incurred any loss in any previous financial year or years the amount of the loss or an amount which is equal to the amount provided for depreciation for that year or those years, whichever is less, shall be set off against the profits of the Company for the year for which the dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of sub-section (2) of Section 205 of the Act or against both.

(2) Notwithstanding anything contained in sub-clause (1) hereof, no dividend shall be declared or paid by the Company for any financial year out of the profits of the Company for that year arrived at after providing for depreciation in accordance with the provisions of Section 205 of the Act, except after the transfer to the reserves of the Company of such percentage of its profits for that year, not exceeding ten percent, as may be prescribed. Provided that nothing in this sub-clause shall be deemed to prohibit the voluntary transfer by the Company of a higher percentage of its profits to the reserves in accordance with such rules as may be made by the Central Government in this behalf.

(3) Where, owing to inadequacy or absence of profits in any year, the Company proposes to declare dividend out of the accumulated profits earned by the Company in previous years and transferred by it to the reserves, such declaration of dividend shall not be made except in accordance with such rules as may be made by the Central Government in this behalf, and, where any such declaration is not in accordance with such rules, such declaration shall not be made except with the previous approval of the Central Government.

Interim dividend.

164. Subject to the provisions of the Act, the Board may, from time to time, pay to the Members such interim dividend as in their judgement the position of the Company justifies.

Capital paid-up in advance at interest not to earn dividend.

165. Where capital is paid in advance of calls, such capital may carry interest but shall not in respect thereof confer a right to dividend or participate in profits.

Dividends in proportion to amount paid-up.

166. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.

Retention of dividend until completion of transfer under Article 62.

167. Subject to the provisions of the Act, the Board may retain the dividends payable upon shares in respect of which any person is under Article 63 entitled to become a Member or which any person under that Article is entitled to transfer, until such person shall become a Member in respect of such shares or shall duly transfer the same.

Dividend etc. to Jointholders.

168. Any one of several persons who are registered as the joint holders of any share may give effectual receipt for all dividends or bonus and payments on account of dividends or bonus or other moneys payable in respect of such shares.

169. No Member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, while any money may be due or owing from him to the Company in respect of such share or shares or otherwise, howsoever, either alone or jointly with any other person or persons and the Board may deduct from the interest or dividend payable to any Member all sums of money so due from him to the Company.

No Member to receive dividend whilst indebted to the Company and Company's right of reimbursement thereof.

170. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

Transfer of shares must be registered

171. Where any instrument of transfer of shares has been delivered to the Company for registration and the transfer of such shares has not been registered by the Company, it shall:

Transfer not registered.

- (a) transfer the dividend in relation to such shares to the Special Account referred to in Section 205A of the Act unless the Company is authorised by the registered holder of such shares in writing to pay such dividend to the transferee specified in such instrument of transfer and
- (b) keep in abeyance in relation to such shares any offer of rights shares under clause (a) of sub-section (1) of Section 81 and any issue of fully paid-up bonus shares in pursuance of sub-section (3) of Section 205 of the Act.

172. Unless otherwise directed, any dividend may be paid by cheque or warrant or by a payslip or receipt having the force of the cheque or warrant sent through the post to the registered address of the Member or person entitled or in case of joint-holders to that one of them first named in the Register of Members in respect of joint-holdings. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant or payslip or receipt lost in transmission, or for any dividend lost to the Member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any payslip or receipt or the fraudulent recovery of the dividend by any other means.

Dividends how remitted.

173. Subject to the provisions of the Act, no unpaid dividend shall bear interest as against the Company.

No interest on dividends.

174. (a) Where a dividend has been declared by the Company but has not been paid or claimed within forty-two (42) days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall, within seven (7) days from the date of expiry of the said period of forty-two (42) days, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of forty-two (42) days to a special account to be opened by the Company in that behalf in any scheduled bank, to be called "Unpaid Dividend Account of Rallis India Ltd." No unclaimed dividend shall be forfeited by the Board.

Dividend declared but not paid.

(b) In sub-clause (a) of this Article the expression "dividend which remains unpaid" shall mean any dividend the warrant in respect whereof has not been encashed or which has otherwise not been paid or claimed.

175. Any General Meeting declaring a dividend may, on the recommendation of the Directors make a call on the Members of such amount as the meeting fixes, but so that the call on each Member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the Member, be set off against the calls.

Dividend and call together.

CAPITALISATION

176. The Company in General Meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of the Reserve Fund, or any Capital Redemption Reserve Account, or in the hands of the

Capitalisation.

Company and available for dividend (or representing premium received on the issue of shares and standing to the credit of the Share Premium Account) be capitalised and distributed amongst such of the shareholders as would be entitled to. receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide, any unissued shares or debentures or debenture-stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debenture-stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum. Provided that a Share Premium Account and a Capital Redemption Reserve Account may, for the purpose of this Article, only be applied in' the paying of any unissued shares to be issued to Members of the Company as fully paid bonus shares.

Surplus on sale of capital assets.

*177. A General Meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company, or any investments representing the same, or any other undistributed profits of the Company not subject to charge for income-tax be distributed amongst the Members on the footing that they receive the same as capital.

Board empowered to settle difficulties on capitalisation etc.

178. For the purpose of giving effect to any resolution under Articles 176 and 177 the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that such cash payments shall be made to any Member upon the footing of the value so fixed or that fraction of less value than Rs. 10/- may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the person entitled to the dividend or capitalised fund as may seem expedient to the Board. Where requisite, a proper contract shall be delivered to the Registrar for registration in accordance with Section 75 of the Act, and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund, and such appointment shall be effective.

ACCOUNTS

Company to keep true accounts.

179. (1) The Company shall keep at the Office or at such other place in India as the Board thinks fit, proper books of account in accordance with Section 209 of the Act with respect to -

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place;
- (b) all sales and purchases of goods by the Company;
- (c) the assets and liabilities of the Company.

(2) Where the Board decides to keep all or any of the books of account at any place other than the Office of the Company, the Company shall within seven days of the decision file with the Registrar a notice in writing giving the full address of that other place.

(3) The Company shall preserve in good order the books of account relating to a period of not less than eight years preceding the current year together with the vouchers relevant to any entry in such books of account.

(4) Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with this Article if proper books of account relating to the transactions effected at the branch office are kept at the branch office and

*Deleted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 20th August, 1999.

proper summarised returns, made upto date at intervals of not more than three months, are sent by the branch office to the Company at its Office or other place in India, at which the Company's books of account are kept as aforesaid.

(5) The books of account shall give a true and fair view of the state of the affairs of the Company or branch office, as the case may be, and explain its transactions. The books of account and other books and papers shall be open to inspection by arty Director during business hours.

180. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspection of any accounts or books or documents of the Company except as conferred by law or authorised by the Board.

As to inspection of accounts or books by Members.

181. The Directors shall from time to time, in accordance with Sections 210, 211, 212, 215, 216 and 217 of the Act, cause to be prepared and to be laid before the Company in General Meeting, such Balance Sheets, profit and loss accounts and reports as are required by these sections.

Statement of accounts to be furnished in general meeting.

182. A copy of every such profit and loss account and balance sheet (including auditors' report and every other document required by law to be annexed or attached to the Balance Sheet) shall at least twenty-one days before the meeting at which the same are to be laid before the members be sent to the members of the Company, to every trustee for the holders of any debentures issued by the Company, whether such member or trustee is or is not entitled to have notices of General Meetings of the Company sent to him, and to all persons other than such members or trustees being the persons so entitled, provided that the Board may if it deems fit instead of sending the said documents as aforesaid, make copies of the said documents available for inspection at the office of the Company during working hours for a period of twenty-one days before the date of the meeting and send a statement containing the salient features of such documents in the form prescribed under Section 219 of the Act to every member of the Company and to every trustee for the holders of any debentures issued by the Company not less than twenty-one days before the date of the meeting; if the copies of the documents aforesaid are sent less than twenty-one days before the date of the meeting, they shall, notwithstanding that fact, be deemed to have been duly sent if it is so agreed by all the members entitled to vote at the meeting and any member or holder of debentures of a Company and any person from whom the Company has accepted a sum of money by way of deposit shall, on demand be furnished free of cost, with a copy of the last balance sheet of the Company and of every document required by law to be annexed thereto, including the profit and loss account and the auditors' report.

Copies of balance sheets etc. to be sent to members.

AUDIT

183. Auditors shall be appointed and their rights, duties and liabilities regulated in accordance with Sections 224 to 233 of the Act.

Auditors, their rights, duties and liabilities.

184. Subject to provisions of Article 185, every Balance Sheet and Profit and Loss Account of the Company when audited and adopted by the Company at an Annual General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the Balance Sheet and Profit and Loss Account shall forthwith be corrected, and thenceforth shall be conclusive.

When accounts to be deemed finally settled.

185. The Directors shall, if they consider it to be necessary and in the interest of the Company, be entitled to amend the audited accounts of the Company of any financial year which have been laid before the Company in General Meeting. The amendments to the accounts effected by the Directors in pursuance of this Article shall be placed before the Members in General Meeting for their consideration and approval.

Power to amend audited accounts laid before the Company in General Meeting.

DOCUMENTS AND NOTICES

Service of documents or notices on Members by Company.

186. (1) A document or notice may be served or given by the Company on any Member either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India, supplied by him to the Company for serving documents or notices on him.

(2) Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a Member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the Member and, such service shall be deemed to have been effected in the case of a notice of a meeting, at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case, at the time at which the letter would be delivered in the ordinary course of post.

By advertisement.

187. A document or notice advertised in a newspaper circulating in the neighbourhood of the Office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every Member who has no registered address in India and has not supplied to the Company an address within India for the service of documents on or the sending of notices to him.

On Joint-holders.

188. A document or notice may be served or given by the Company on or to the joint-holders of a share by serving or giving the document or notice on or to the joint-holder named first in the Register of Members in respect of the share.

On personal representatives, etc.

189. A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in prepaid letter addressed to them by name or by the title of representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the persons claiming to be entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

To whom documents or notices must be served or given.

190. Documents or notices of every General Meeting shall be served or given in some manner hereinbefore authorised on or to (a) every Member, (b) every person entitled to a share in consequence of the death or insolvency of a Member and (c) the Auditor or Auditors for the time being of the Company.

Members bound by documents or notices served or given to previous holders.

191. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every document or notice in respect of such share, which previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such share.

Document or notice by Company and signature thereto.

192. Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorised by the Board for such purpose and the signatures thereto may be written, printed or lithographed.

Service of documents or notices by Members.

193. All documents or notices to be served or given by Members on or to the Company or any Officer thereof shall be served or given by sending it to the Company or Officer at the Office by post under certificate of posting or by registered post, or by leaving it at the Office.

@ Provided that where the securities are held in a Depository, the records of the beneficial ownership may be served by such Depositories on the Company by means of electronic mode or by delivery of Depository floppies or discs.

WINDING UP

194. The Liquidator on any winding-up (whether voluntary, under supervision or compulsory) may, with the sanction of a Special Resolution, but subject to the rights attached to any preference share capital, divide among the contributories in specie any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, as the Liquidator, with like sanction shall think fit.

Liquidator may divide assets in specie.

INDEMNITY AND RESPONSIBILITY

195. Every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against all liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.

Directors and others' right of Indemnity.

INSPECTION OF REGISTERS ETC.

196. Where under any provisions of the Act any person, whether a Member of the Company or not, is entitled to inspect any register, return, certificate, deed, instrument or document required to be kept or maintained by the Company, the person so entitled to inspection shall be permitted to inspect the same during business hours, for such periods not being less in the aggregate than two hours in each day as the Directors may determine.

Inspection of Registers etc.

SECURITY CLAUSE

197. (a) Every Director, Manager, Auditor, Treasurer, Trustee, member of a Secrecy Clause. Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customer and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by law or by the persons to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

Secrecy Clause.

(b) No Member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to require discovery of or any information respecting any details of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose,

@Adopted in terms of the Special Resolution passed at the Annual General Meeting of the Company held on 24th August, 1998.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of these Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Name, address, description and occupation of each subscriber	No. of shares taken by each subscriber	Name, address, description and occupation of witness
G. Euthymopulo, <i>Merchant,</i> 16, Hare Street, Calcutta.	1 Ordinary	
C. J. Damala, <i>Merchant,</i> By his constituted Attorney A. Metaxa, 16, Hare Street, Calcutta.	1 Ordinary	
H. C. Waters, <i>Solicitor</i> 29, Netaji Subhas Road, Calcutta.	1 Ordinary	
A. Metaxa, <i>Merchant,</i> 16, Hare Street, Calcutta.	1 Ordinary	R. G. GODFREY, <i>Solicitor's Assistant</i> Orr, Dignam & Co., Calcutta.
F. Fielding, <i>Chartered Accountant,</i> 16, Hare Street, Calcutta.	1 Ordinary	
T. L. Swales, <i>Merchant,</i> 16, Hare Street, Calcutta.	1 Ordinary	
C. M. Keddie, <i>Merchant,</i> 16, Hare Street, Calcutta.	1 Ordinary	
TOTAL...	7 Ordinary	

Dated the 21st day of August, 1948.

APPENDIX I

*Bombay High Court's Order dated 26th April, 1962 sanctioning
merger of Teddington chemical Factory Limited.*

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 19 OF 1962
CONNECTED WITH
COMPANY APPLICATION NO. 9 OF 1962

COURT FEE STAMP OF Rs. 18/-

CORAM : KANTAWALA J.
26th April, 1962.

In the matter of the Companies Act,
I of 1956;

And

In the matter of Teddington Chemical
Factory Limited a Company incor-
porated under the Indian Companies
Act, 1913 and having its Registered
Office at 21, Ravelin Street, Bombay.

Teddington Chemical Factory Limited
a Company incorporated under the
Indian Companies Act, 1913 and
having its Registered Office at Ravelin
Street, Bombay.

Petitioner

The Petitioner Company abovenamed by their Petition herein dated the fifteenth day of March one thousand nine hundred and sixty-two pray for the sanction of the compromise or arrangement embodied in the Scheme of Amalgamation whereby the Petitioner Company be amalgamated with Rallis India Limited and for other consequential reliefs as in the said Petition mentioned and the Petition being called on for hearing and final disposal this twenty-sixth day of April one thousand nine hundred and sixty-two AND UPON READING the said Petition and the said Order dated the second day of March one thousand nine hundred and sixty-two made by this Honourable Court in Company Application No. 9 of 1962 whereby the said Company was ordered to convene a meeting of the holders of the Equity Shares of the said Company for the purpose of considering and if thought fit, approving with or without modification, the compromise or arrangement embodied in the Scheme of Amalgamation proposed to be made between the said Company, the holders of its Equity Shares and Rallis India Limited which compromise or arrangement is contained in an Agreement dated the sixth day of March one thousand nine hundred and sixty-two entered into between the Petitioner Company of the one part and Rallis India Limited of the other part and annexed as Exhibit 'A' to the said petition AND UPON the usual Notice of the meeting to be advertised in newspapers as also the Notice to be given to each shareholder being dispensed with by the said Order AND UPON READING the Report of the Chairman of the said meeting dated the sixth day of March one thousand nine hundred and sixty-two as to the result of the said meeting AND UPON HEARING Mr. R. MATHALONE Advocate for the Petitioner Company abovenamed in support of the said Petition and it appearing from the aforesaid Report that the said proposed Compromise or Arrangement has been approved unanimously by all the Members present and voting in person at the said meeting AND UPON HEARING Mr. D. M. REGE Advocate for Rallis India Limited who also appears in support of the said Petition THIS COURT DOETH HEREBY SANCTION the said 'Compromise' or 'Arrangement' as recorded in the said Agreement and set forth in terms in the fifth paragraph of the Petition herein and in the first Schedule hereto annexed AND THIS COURT DOETH HEREBY DECLARE the same to be binding on the Equity shareholders of the said Teddington Chemical Factory Limited and also on the said

Company AND THIS COURT DOTH FURTHER ORDER that on and from the first day of May one thousand nine hundred and sixty-two the whole of the undertaking, including all the property, rights and powers of the Petitioner Company specified in the First and Second Parts of the Second Schedule hereto annexed and all other the property rights and powers of the Petitioner Company other than such assets as may be necessary for the payment of a final dividend to the shareholders in respect of the financial year 1961-62 be transferred without further act or deed to Rallis India Limited and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and vest in Rallis India Limited with effect from the first day of May one thousand nine hundred and sixty-two for all the estate and interest of the Petitioner Company therein but subject nevertheless to all charges now affecting the same AND THIS COURT DOTH FURTHER ORDER that all the liabilities and duties of the Petitioner Company at and from the said first day of May one thousand nine hundred and sixty-two be and the same are hereby transferred without further act or deed to the said Rallis India Limited and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and become the liabilities and duties of the said Rallis India Limited AND THIS COURT DOTH FURTHER ORDER that all proceedings now pending by or against the Petitioner Company be continued by or against the said Rallis India Limited as and from the first day of May one thousand nine hundred and sixty-two AND THIS COURT DOTH FURTHER ORDER that the Petitioner Company do within fourteen days after the making of the Order cause a certified copy thereof to be delivered to the Registrar of Companies, Maharashtra at Bombay for registration AND THIS COURT DOTH FURTHER ORDER that the Petitioner Company do on or before the ninth day of June one thousand nine hundred and sixty-two declare and pay the final dividend for the financial year 1961-62 and thereupon the Petitioner Company do stand dissolved without being wound up and the Registrar of Companies of Maharashtra at Bombay do forward all documents relating to the Petitioner Company and registered with him on the file kept by him in relation to the Petitioner Company to the Registrar of Companies, West Bengal at Calcutta to enable the Registrar of Companies, West Bengal, Calcutta, to take all necessary steps to place all such documents relating to the Petitioner Company on the file kept by him in relation to the said Rallis India Limited in order that the file and Record relating to the said two Companies should be consolidated AND THIS COURT DOTH LASTLY ORDER that the parties to the Compromise or Arrangement embodied in the said Scheme of Amalgamation or other person interested shall be at liberty to apply to this Honourable Court for any directions that may be necessary WITNESS HASHMATRAI KHUBCHAND CHAINANI Esquire, CHIEF JUSTICE AT BOMBAY aforesaid this twenty-sixth day of April one thousand nine hundred and sixty-two.

By the Court,

Sd/- J. D. Gangal

For Prothonotary & Senior Master.



Sd/- A. D. Virani

Sealer

This 2nd day of May, 1962

Order sanctioning Scheme of Amalgamation under Section 391 and under Section 394(2) of the Companies Act, 1956, drawn on the application of Messrs. Crawford Bayley & Co. Attorney for the Petitioner.

SCHEDULE I

AN AGREEMENT made this Sixth day of March 1962 between Rallis India Limited, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at 16, Hare Street, Calcutta, (hereinafter referred to as "Rallis") of the one part and Teddington Chemical Factory Limited, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at 21, Ravelin Street, Bombay, (hereinafter referred to as "T.C.F.") of the other part.

WHEREAS T.C.F. carries on the business of manufacturing pharmaceutical products at its factories at Andheri and at Madras.

AND WHEREAS the whole of the issued share capital of T.C.F., that is to say, 10,000 equity shares of Rs. 100/- each is beneficially owned by Rallis.

AND WHEREAS Rallis undertakes the marketing and distribution of the whole of the goods manufactured by T.C.F.

AND WHEREAS it is considered desirable for the purpose of economy and efficiency of administration of the undertaking of T.C.F., that the said undertaking should be merged with that of Rallis.

NOW IT IS HEREBY AGREED AS FOLLOWS :—

That on and from the 1st May, 1962 or such other date as the Court may order.

1. The entire undertaking of T.C.F. with all its assets, property rights and powers shall without further act or deed stand transferred to and be vested in Rallis as from such date as the High Court at Bombay may direct upon sanctioning the scheme or by any subsequent order.

2. The undertaking of T.C.F. shall include all rights powers authorities and privileges and all property moveable or immovable of whatsoever nature including Patents, patent rights, quota rights, cash balances, reserves, revenue balances, investments and all other interests and rights in or arising out of such property as may belong to T.C.F. and all books, accounts and documents relating to thereto and shall be deemed to include all debts, liabilities and obligations of whatever kind of T.C.F.

3. Rallis shall undertake, pay, satisfy, discharge, perform and fulfil all the debts, liabilities, contracts, engagements, and obligations including State and Central Government taxes of T.C.F. whatsoever and shall indemnify T.C.F. against all actions, proceedings, claims and demands in respect thereof.

4. Rallis shall undertake to engage all staff of T.C.F. as from the date referred to in Clause 1 hereof on terms not less favourable to the said staff than the terms of employment which the said staff enjoy at the present time.

5. All legal proceedings by or against T.C.F. will be continued by or against Rallis.

6. There shall be no consideration of any nature whatsoever paid by Rallis to T.C.F.

7. T.C.F. shall prepare its accounts up to the effective date of this Agreement and shall have the right to hold such general meetings of the Company and declare such dividends in respect of the period included in those accounts as it shall in its absolute discretion think fit.

IN WITNESS WHEREOF the Common Seal of Rallis and the Common Seal of T.C.F. was affixed hereto the day and year first hereinabove written.

THE COMMON SEAL of Rallis India Limited was, pursuant to a resolution of its Board of Directors passed on 15th February, 1962, hereunto affixed in the presence of :

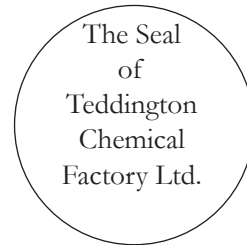
Sd/- J. Q. G. Barnes

Sd/- Kenneth Sheppard.

THE COMMON SEAL of Teddington Chemical Factory Limited was, pursuant to a resolution of its Board of Directors passed on 21st February, 1962 hereunto affixed in the presence of :

Sd/- B. R. Tannan

Sd/- A. D. Mango.



SCHEDULE H

Part I

Freehold Property at Bombay

All those pieces or parcels of land or ground together with buildings standing thereon situate lying and being at Suren Road, Andheri, the description whereof is as follows:—

DESCRIPTION

	Survey No.	Hissa No.	Area Square Yards	
	7	10	121	
NA	90D	—	3480	
	7	3	847	
	7	9	2904	
	9A	3	3747	} 12402
	10B	2	7899	
	12	2	756	
	90A	1	1542	
	90A	2	1936	
	90A	3	1931	
	6	1	} 31067	
	7	15		
	8	1		
	9	2		
	89	2		
	89	3		
NA	9B	—		
	7	16	726	
	7	18	1374	
	7	12	3869	}
	7	14	1361	

	Survey No.	Hissa No.	Area Square Yards	
NA	90C	—	2771	
	7	20	27	}
	90B	1	3418	
	10C		3226	}
	10B	1	1931	
	10B	3	2050	
	7	2	5112½	
	90/6	3	1210	
	90/6	1	1210	
	89	1	7562½	
	7	4	1815	
	7	7	726	
	90/6	2	5505½	
	3	2	830	
	7A	3	2057	(17 Gunthas)
	7	6	775	}
	7	13	1644	
	7	17	604	
	7	19	23	
	7	11		
	7	21	part	1225
	89	4	part	1975 - 45/64
	7	8		1936
	89	4	part	1975 - 45/64
	89	4	part	-do-

Survey No.	Hissa No.	N. A. No.	Built up area
		9-B	}
		9-B	
		9-B	484 sq. yds.
		9-B	71 sq. yds.
		9-B	49 sq. yds.
			585 sq. yds.
7	15		
8	1		
6	1		139 sq. yds.
6	1		103 sq. yds.
		9-C	498 sq. yds.
10C	}		512 sq. yds.
10B		3	
7	12	}	
7	17		
7	18		
7	10	}	3075 sq. yds.
7	11		
7	12		
7	6	}	
7	8		
7	10		
89	4		
89	4		
7	13		2275 sq. yds.
			503 sq. yds.
			274 sq. yds.

Survey No.	Hissa No.	N. A. No.	Built up area
		9-D	131 sq. yds.
		9-B	1061 sq. yds.
		9-D	117 sq. yds.
7	12		51 sq. yds.
7	9		201 sq. yds.
		9-D	249 sq. yds.
		9-D	515 sq. yds.
		9-D	67 sq. yds.
89	4		85 sq. yds.
		9-C	31 sq. yds.
		9-C	60 sq. yds.
		9-C	171 sq. yds.
		9-C	78 sq. yds.
		9-D	6 sq. yds.

Freehold Property at Madras

All those pieces or parcels of land or ground together with buildings standing thereon situate lying and being at Virugambakkam, Madras, the description whereof is as follows :

			Acre	Cent
219/A	Pattah	216	2	8
219/2-A				
219/2A-1		181	0	50
219/2B		93	0	50
219/3		91	0	53
219/4A		206	0	26

PART II

Leasehold Property at Bombay

All that piece or parcel of leasehold land situate lying and being at Suren Road at the factory entrance of Teddington Chemical Factory Limited admeasuring about 305 square yards.

Monthly Tenancy holdings by Teddington Chemical Factory Limited

Sarosh Villa at Suren Road, Andheri, consisting of Bungalow, Guest House, Servants Quarters, Garage, outhouse of which approximate area of the land is 3,500 square yards.

Dated this 26th day of April, 1962.



Sd/- J. D. GANGAL
Certified to be a true copy.
This 25th day of May, 1962.
For Prothonotary & Senior Master.

APPENDIX II

*Bombay High Court's Supplementary Order dated 16th May, 1962.
re: Merger of Teddington Chemical Factory Limited.*

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 19 OF 1962
CONNECTED WITH
COMPANY APPLICATION NO. 9 OF 1962.

COURT FEE STAMP OF Rs. 8/-

In the matter of the Companies Act,
I of 1956;

And

In the matter of Teddington Chemical
Factory Limited, a Company incor-
porated under the Indian Companies
Act, 1913 and having its Registered
Office at 21, Ravelin Street, Bombay.

Teddington Chemical Factory Limited
a Company incorporated under the
Indian Companies Act, 1913 and
having its Registered Office at Ravelin
Street, Bombay.

}
Petitioners

UPON READING the Affidavit of Mr. J. S. Kothare a Director of the Petitioner Company abovenamed affirmed on the sixteenth day of May one thousand nine hundred and sixty-two stating that there will not be sufficient profits out of which to pay the final dividend for the financial year 1961-62 and UPON READING the order of Amalgamation under Sections 391 and 394(2) of the Companies Act, 1956 dated the twenty-sixth day of April one thousand nine hundred and sixty-two AND UPON HEARING Mr. R. Mathalone Advocate for Petitioner Company abovenamed and Mr. D. M. Rege Advocate for Rallis India Ltd., I DO ORDER that the Petitioner Company do within fourteen days after the date of this Order cause a certified copy of this Order to be delivered to the Registrar of Companies, Maharashtra at Bombay for registration and on such certified copy being so delivered the Petitioner Company shall stand dissolved without being wound up AND I DO FURTHER ORDER that on the Petitioner Company being dissolved as without being wound up AND I DO FURTHER ORDER that on the Petitioner Company being dissolved as aforesaid the Registrar of Companies, Maharashtra at Bombay do carry out all the directions to forward all documents of the Petitioner Company to the Registrar of Companies, Calcutta, West Bengal contained in the said Order of Amalgamation dated the twenty-sixth day of April one thousand nine hundred and sixty-two AND I DO FURTHER ORDER that from the said Order of Amalgamation the words "the Petitioner Company do on or before the ninth day of June one thousand nine hundred and sixty-two declare and pay the final dividend for the financial year 1961-62 and thereupon the Petitioner Company do stand dissolved without being wound up" be deleted AND I DO FURTHER ORDER that the said Order of Amalgamation do stand modified as abovestated AND I DO LASTLY ORDER that this Order be filed on or before the 31st day of May one thousand nine hundred and sixty-two

Dated this 16th day of May, 1962.

Sd/- CRAWFORD BAYLEY & CO.
Petitioners' Attorneys.

Sd/- R. K. Kantawala
Judge
Certified to be a true copy.
This 1st day of June 1962.

Sd/-
For Prothonotary & Senior Master.

APPENDIX III

*Calcutta High Court's Order dated 28th September, 1965 sanctioning
merger of Ralli-Hoyland Limited*

COURT FEE STAMP OF Rs. 9.62

COMPANY PETITION NO. 182 OF 1965
COMPANY APPLICATION NO. 181 OF 1965
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION



President of the Union of India
In the matter of the Companies Act,
1956

And

In the matter of Ralli-Hoyland
Limited, a Company incorporated
under the Companies Act, 1956 and
having its Registered Office at No.
16 Hare Street, Calcutta within the
aforesaid jurisdiction.

The Honourable Mr. Justice

A. K. Mukherjea

Ralli-Hoyland Limited

Petitioners

The above petition coming on for hearing on the twenty-eight day of September, in the year one thousand nine hundred and sixty-five and upon reading the said petition the order dated the sixteenth day of August in the year one thousand nine hundred and sixty-five whereby the said company was ordered to convene a meeting of the ordinary shareholders of the company for the purpose of considering and if thought fit approving with or without modification the compromise or arrangement proposed to be made between the said company and its shareholders annexed to the affidavit of Michael Vlasto sworn on the tenth day of August in the year one thousand nine hundred and sixty-five and filed on the sixteenth day of August in the year one thousand nine hundred and sixty-five and the advertisement in the Statesman and Dainick Basumati both dated the twentieth day of August in the year one thousand nine hundred and sixty-five directed to be held by the said order dated the sixteenth day of August in the year one thousand nine hundred and sixty-five and the affidavit of compliance of Dharendra Kumar Ghosh affirmed on the twenty-first day of August last and filed on the twenty-first day of August showing the publication and despatch of notices convening the said meeting the report of the Chairman of the said meeting dated the third day of September instant as to the result of the said meeting verified by an affidavit of Dharendra Kumar Ghosh filed on the sixth day of September in the year one thousand nine hundred and sixty-five and an affidavit of compliance of Sunil Kumar De filed on the twenty-fifth day of September instant and the exhibits therein referred to and upon hearing Mr. Shankar Ghosh (Mr. S. B. Mukherjee appearing with him) advocate for the company abovenamed and it appearing from the report that the proposed Scheme of compromise or arrangement has been approved unanimously.

This Court doth hereby sanction the compromise or arrangement set forth in paragraph 9 of the petition herein and specified in the Schedule "A" hereto and doth hereby declare the

same be binding on the shareholders of the abovenamed company and also on the said company.

1. That all the property rights and powers of Ralli-Hoyland Ltd. (hereinafter referred to as the transferor company) specified in the first second and third parts of the Schedule "B" hereto and all other rights and properties of the transferor company be transferred as from the first day of September in the year one thousand nine hundred and sixty-five without further act or deed to Rallis India Limited (hereinafter referred to as the transferee company) and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and vest in the transferee company therein from the first day of September in the year one thousand nine hundred and sixty-five for all the estate and interest of the transferor company therein but subject nevertheless to all charges now affecting the same.

2. That all the liabilities and duties of the said transferor company be transferred from the first day of September in the year one thousand nine hundred and sixty-five and without further act or deed to the said transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the transferee company and

3. That the transferor company may retain such sum as the Board of Directors of the said transferor company may consider necessary out of the assets to be transferred to the transferee company and the Board be at liberty to recommend the shareholders and pay them such dividend as may be declared at the general meeting in respect of the period ending the thirty-first day of August in the year one thousand nine hundred and sixty-five and the said transferor company be at liberty to pass its Balance Sheet and Profit and Loss Account for the said period and thereafter all the remaining assets and properties and liabilities be transferred to or become vested in the said transferee company and the said transferor company do stand dissolved immediately thereafter.

4. That all proceedings now pending by or against the said transferor company be continued by or against the said transferee company and

5. That the said transferor company do within fourteen days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration and on such certified copy being so delivered the said transferor company shall be dissolved from the first day of September one thousand nine hundred and sixty-five and the said Registrar of Companies, West Bengal shall place all documents relating to the said transferor company and registered with him on the file kept by him in relation to the said transferee company and the files relating to the said two companies shall be consolidated accordingly.

6. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary. And this Court doth not think fit to make any order as to costs of and incidental to this application. And this Court doth certify that this is a fit and proper application for the employment of advocate.

Witness Shri Himansu Kumar Bose Chief Justice at Calcutta aforesaid this twenty-eighth day of September in the year one thousand nine hundred and sixty-five.

S. K. GHOSE
For Registrar.

24.11.65.

Orr. Dignam & Co Attorneys.

Schedule "A" above referred to :-

1. That on and from the close of business on the 31st day of August, 1965 the entire undertaking of Hoyland with all its assets properties rights and powers shall without further acts or deeds stand transferred to and be vested in Rallis.
2. The said undertaking of Hoyland shall include all rights powers authorities and privileges and all properties moveable or immovable of whatsoever nature including patents, patent rights quota rights cash balances reserves revenue balances investments and all other interest and rights in or arising out of such property as may belong to Hoyland and all books accounts and documents relating thereof and shall be deemed to include all debts, liabilities and obligations of whatever kind of Hoyland.
3. Rallis shall undertake pay satisfy discharge perform and fulfil all the debts liabilities contracts engagements and obligations including State and Central Government taxes of Hoyland whatsoever.
4. Rallis shall undertake to engage all staff of Hoyland as from the date referred to in clause 1 hereof on terms not less favourable to the said staff than the terms of employment which the said staff enjoy at the present times.
5. All legal proceedings by or against Hoyland will be continued by or against Rallis.
6. There shall be no consideration of any nature whatsoever paid by Rallis to Hoyland.
7. Hoyland shall prepare its accounts upto the close of business on 31st August, 1965.

S. K. GHOSE
For Registrar.
24.11.65.

Schedule "B" above referred to

Ralli-Hoyland Ltd.
Schedule of assets.

Part I

Short description of freehold property.

Nil.

Part II

Short description of leasehold property.

Lease granted by Auto Distributors Ltd. in favour of the company in respect of factory space of 21,765 sq. ft. at 1 Transport Depot Road, Calcutta on a rent of Rs. 3,808.87 p. per month at the rate of Rs. 17.50 per 100 sq. ft. and an extra Rs. 40.00 for durwane quarters.

Part III

Short description of stocks, shares and Debentures.

NIL

S. K. GHOSE
For Registrar.
24.11.65.

I do hereby certify that this is a true copy of the original in my custody, dated this 1st day of December, 1965.

Sd/-

For Registrar of the High Court at
Calcutta, original side.

APPENDIX IV

*Bombay High Court's Order dated 19th September, 1966 sanctioning
merger of Rallifan Limited.*

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 92 OF 1966.
CONNECTED WITH
COMPANY APPLICATION NO, 17 OF 1966.

CORAM : K. K. Desai J.

<p>COURT FEE STAMP OF Rs. 16/-</p>
--

19th September, 1966.

In the matter of the Companies Act,
I of 1956;

And

In the matter of Rallifan Limited,
a Company incorporated under the
Companies Act, 1956, and having its
Registered Office at 21, Ravelin Street,
Bombay-1.

Petitioners

Rallifan Limited a Company incorpo-
rated under the Companies Act, 1956,
and having its Registered Office at 21,
Ravelin Street, Bombay.

The Petitioner Company abovenamed by their Petition herein dated the 6th day of August One Thousand Nine Hundred and Sixty-Six prays for the sanction of the Compromise or Arrangement embodied in the Agreement dated the 17th day of May One Thousand Nine Hundred and Sixty-six whereby the Petitioner Company as the Transferor Company be amalgamated with "RALLIS INDIA LIMITED" as the Transferee Company and for other consequential reliefs as in the said Petition mentioned AND the said Petition being this day called on for hearing and final disposal AND Upon Reading the said Petition and the Order dated the 8th day of July, 1966 made by this Honourable Court in Company Application No. 17 of 1966 whereby the said Petitioner Company was ordered to convene a meeting of the holders of the Equity Shares of the Petitioner Company for the purpose of considering and, if thought fit, approving, with or without modification, the compromise or arrangement embodied in the said Agreement dated the 17th day of May, 1966 entered into between the petitioner Company of the one part and Rallis India Limited of the other part and annexed as Exhibit "C" to the Affidavit of Behram Kaikhushroo Laskari sworn on the 5th day of July One Thousand Nine Hundred and Sixty-six AND Upon Reading the Affidavit of Behram Kaikhushroo Laskari filed on the 15th day of July One Thousand Nine Hundred and Sixty-six proving the despatch of Notices as directed by the said Order (the advertisement convening the said meeting in the newspapers and in the Maharashtra Government Gazette having been dispensed with), the Report of the Chairman of the said Meeting dated the 2nd day of August One Thousand Nine Hundred and Sixty-six as to the result of the said Meeting AND Upon Reading the Affidavit of Darius Cavasji Shroff dated the 8th day of September One Thousand Nine Hundred and Sixty-six in proof of the advertisement of the petition herein in the issue of The Times of India dated the 31st day of August One thousand Nine Hundred and Sixty-six and in the issue of Loksatta dated the 31st day of August, 1966 and the giving of notices of the hearing of the Petition to the Creditors as directed by the Order dated the 23rd day of August One Thousand

Nine Hundred and Sixty-six AND Upon Reading the Report of the Official Liquidator dated the 14th day of September, 1966 And it appearing that no person entitled to appear at the hearing of the said Petition appearing this day to show cause against the same AND UPON HEARING Mr. R. Mathalone, Advocate for the Petitioner Company abovenamed in support of the petition and it appearing from the aforesaid Report that the said proposed Compromise or Arrangement has been approved unanimously by all Members present and voting in person or by proxy at the said Meeting AND UPON HEARING Mr. F. S. Narirnan, Advocate for the said Rallis India Limited being the Transferee Company who also appears in support of the said Petition THIS COURT DOTH HEREBY sanction the Compromise or Arrangement embodied in the said Agreement dated the 17th day of May, 1966 set forth in paragraph 8 of the Petition herein and in Schedule I hereto annexed AND THIS COURT DOTH HEREBY DECLARE the same to be binding on the Equity shareholders of the said Petitioner Company and on the said Petitioner Company and also on the said Transferee Company AND THIS COURT DOTH FURTHER ORDER that at the close of business on the 31st day of August One Thousand Nine Hundred and Sixty-six the entire undertaking including all the assets properties rights and powers of the Petitioner Company specified in the First and Second parts of the Second Schedule hereto annexed and all other the estate right title interest claims powers authorities privileges and all properties moveable or immoveable of whatsoever nature including patents patent right quota rights cash balances reserves revenue balances investments and all other interests and rights in or arising out of such property in favour of the Petitioner Company be transferred to and do vest without any further act or deed in "RALLIS INDIA LIMITED" And accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and vest in Rains India Ltd., at the close of business on the 31st day of August, 1966 for all the estate and interest of the Petitioner Company therein but subject nevertheless to all charges now affecting the same AND THIS COURT DOTH FURTHER ORDER that all and singular the existing debts liabilities, contracts, engagements and obligations of the Petitioner Company at the close of business on the 31st day of August, 1966 be and the same are hereby transferred without further act or deed to Rallis India Limited, the Transferee Company AND accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and become the debts liabilities contracts, engagements and obligations of Rallis India Limited, the Transferee Company AND THIS COURT DOTH FURTHER ORDER that all actions, suits or proceedings or applications before any Court of law, criminal, civil or revenue tribunal, Government Department or Officers or Arbitrators now pending by or against the Petitioner Company be continued by or against Rallis India Limited, the Transferee Company AND THIS COURT DOTH FURTHER ORDER that the services of the employees of the Petitioner Company willing to continue their services with Rallis India Limited, the Transferee Company be taken over by the said Rallis India Limited on the same terms and conditions as those applicable immediately prior to the transfer AND THIS COURT DOTH FURTHER ORDER that the Petitioner Company do within thirty days after the date of this Order cause a certified copy of this Order to be delivered to the Registrar of Companies, Maharashtra, at Bombay for registration and on such certified copy being so delivered, the Petitioner Company shall be dissolved without being wound-up and that Rallis India Limited, the Transferee Company do within thirty days after the date of this order cause a certified copy of this Order to be delivered to the Registrar of Companies, West Bengal at Calcutta for registration AND THIS COURT DOTH FURTHER ORDER that the Registrar of Companies, Maharashtra at Bombay do forward all documents relating to the Petitioner Company and registered with him on the file kept by him in relation to the Petitioner Company to the Registrar of Companies, West Bengal at Calcutta to enable the Registrar of Companies, West Bengal at Calcutta to place all such documents relating to the Petitioner Company on the file and records kept by him in relating to the said Rallis India Limited and the files and records relating to the said two Companies be consolidated accordingly AND THIS COURT DOTH LASTLY ORDER that the parties to the Compromise or Arrangement embodied in the said Agreement dated the 17th day of May

1966 or other persons interested shall be at liberty to apply to this Honourable Court for any directions that may be necessary in regard to the working of the Compromise or Arrangement. WITNESS SOHRAB PESOTAN KOTVAL, Esquire, Chief Justice at Bombay aforesaid this nineteenth day of September One Thousand Nine Hundred and Sixty-six.

BY THE COURT

Sd/- S. P. Dhanbhoora

For Prothonotary & Senior Master.



Sd/- M. S. Pai.

Sealer.

This 23rd day of September, 1966.

Order sanctioning Compromise or Arrangement under Sections 391 and 394(2) of the Companies Act, 1956, drawn on the Application of Messrs Crawford Bayley & Co. Attorneys for the Petitioner. }

SCHEDULE I

THIS AGREEMENT is made the 17th day of May One thousand nine hundred and sixty-six BETWEEN RALLIS INDIA LIMITED a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at 16, Hare Street, Calcutta (hereinafter referred to as "Rallis") of the one part and RALLIFAN LIMITED a Company incorporated under the Companies Act, 1956 and having its Registered Office at 21, Ravelin Street, Bombay (hereinafter referred to as "Rallifan") of the other part.

WHEREAS Rallifan carries on business as manufacturers of electric fans.

AND WHEREAS the whole of the issued share capital of RALLIFAN that is to say 20,000 Equity Shares of Rs. 100 each is beneficially held by RALLIS.

AND WHEREAS it is considered desirable for the purpose of economy and efficiency of the administration of RALLIFAN that the said undertaking should be merged with that of RALLIS.

NOW IT IS HEREBY AGREED as follows :

1. That at the close of business on the 31st day of August, 1966 the entire undertaking of RALLIFAN with all its assets, properties, rights and powers shall without further acts or deeds stand transferred to and be vested in RALLIS.

2. The said undertaking of RALLIFAN shall include all rights, powers, authorities and privileges and all properties moveable or immoveable of whatsoever nature including patents, patent rights, quota rights, cash balances, reserves, revenue balances, investments and all other interests and rights in or arising out of such property as may belong TO RALLIFAN and all books, accounts and documents relating thereof and shall be deemed include all debts, liabilities and obligations of whatever kind of RALLIFAN.

3. RALLIS shall undertake, pay, satisfy, discharge, perform and fulfil all the debts, liabilities, contracts, engagements and obligations including State and Central Government taxes of RALLIFAN whatsoever.

4. RALLIS shall undertake to engage all staff of RALLIFAN as from the date referred to in Clause 1 hereof on terms not less favourable to the said staff than the terms of employment which the said staff enjoy at the present time.

5. All legal proceedings by or against RALLIFAN will be continued by or against RALLIS.

6. There shall be no consideration of any nature whatsoever paid by RALLIS to RALLIFAN.

7. The provisions of this Agreement are subject to the approval of the court and of the shareholders of RALLIFAN in General Meeting pursuant to the provisions of Section 391 of the Companies Act, 1956, and also of the shareholders of RALLIS in General Meeting.

THE COMMON SEAL OF
RALLIS INDIA LIMITED
was hereunto affixed in the presence of:

Sd/- P. A. Narielwala

Sd/- L. Sawhny



THE COMMON SEAL OF
RALLIFAN LIMITED
was hereunto affixed in the presence of:

Sd/- A. D. Mango

Sd/- M. G. R. Aitken



SCHEDULE II**PART I****Freehold Property at Bombay**

All those pieces or parcel of land or ground together with buildings standing thereon situate lying and being at Bombay Agra Road, East of New Tansa Pipe Lines in the village of Nahur Taluka, Borivli (in greater Bombay), District Bombay Suburban, registration sub-district Bandra, the description whereof is as follows:-

<i>Ward & Survey No.</i>	<i>Area (Sq. yds)</i>
T Ward Survey No. 91 Part	25,067
T Ward Survey No. 149 Part	3,825
T Ward Survey No. 156 Part	148
	Total 29,040 Sq. yds.

PART II

OTHER FIXED ASSETS : including Plant & Machinery of all kinds whether fixed or moveable, electric installations, motor vehicles of all nature including trucks, cars, jeeps, motor cycles, scooters, delivery vans, cycles, factory and office furniture and fittings whether fixed or moveable including refrigerators, air conditioners, water coolers, copying machines, typewriters, calculating machines etc. etc.

STOCKS : comprising raw materials, packing materials, bought out components, factory made components, paints consumable and non-production stores, scrap materials, dies, jigs, loose tools, work-in-progress and finished goods.

OTHER CURRENT ASSETS : including and comprising of sundry debtors, deposits, cash in hand and other Current Assets.



Sd/- S. P. Dhanbhoora.
Certified to be a true copy.
This 6th day of October, 1966.
For Prothonotary & Senior Master.

APPENDIX V

Bombay High Court's Order dated 29th October, 1973 sanctioning merger of Tata Fison Industries Limited, pursuant to Amalgamation Petition by Rallis India Limited.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 161 OF 1973
CONNECTED WITH
COMPANY APPLICATION NO. 10 OF 1973.

<p>COURT FEE STAMP OF Rs. 42/-</p>
--

CORAM : GANDHI J.

29th October, 1973.

IN THE MATTER of the Companies
Act, I of 1956;

And

IN THE MATTER of Rallis India
Limited, a Company incorporated in
India under the Indian Companies Act,
1913 and having its Registered Office
at Ralli House, 21, Ravelin Street, Fort,
Bombay 1.

Rallis India Limited, a company
incorporated under the Indian
Companies Act, 1913, and having
its Registered Office at Ralli House,
21, Ravelin Street, Fort, Bombay - 1.

}
Petitioner

The Petitioner Company abovenamed by its Petition herein dated the sixth day of April One Thousand Nine Hundred and Seventy-three prays for the sanction of the Compromise or arrangement embodied in the Scheme of Amalgamation annexed to the Agreement dated the eighth day of January One thousand Nine hundred and Seventy-three between Tata Fison Industries Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Ralli House, 21, Ravelin Street, Fort, Bombay 1, of the One Part and the Petitioner Company of the Other Part whereby Tata Fison Industries Limited as the Transferor Company may be amalgamated with the Petitioner Company as the Transferee Company and for other consequential reliefs as in the Petition abovementioned AND the said Petition being this day called on for hearing and final disposal And Upon Reading the said Petition and the Order dated the Twenty-ninth day of January One thousand Nine hundred and Seventy-three made by this Honourable Court in Company Application No. 10 of 1973 whereby the said Petitioner Company was ordered to convene a Meeting of the Members holding ordinary shares of the Petitioner Company for the purpose of considering, and, if thought fit, approving, with or without modification, the compromise or arrangement embodied in the said Scheme of Amalgamation proposed to be made between Tata Fison Industries Limited and its Members and the Petitioner Company and its Members being the Transferee Company under the said Scheme of Amalgamation, annexed as Exhibit "D" to the Affidavit of Noshir Jamshedji Pavri filed on the Twenty-second day of January One thousand Nine hundred and Seventy-three And Upon Reading the Report dated the Third day of April One thousand Nine hundred and Seventy-three of Jehangir Dossabhoj Choksi, the Chairman of the Meeting of the Shareholders of the Transferee Company held on the Twenty-ninth day of March One thousand Nine hundred and Seventy-three as to the result of the meeting And Upon Reading the Affidavit of Noshir Jamshedji Pavri filed on the Sixth day of April One thousand Nine

hundred and Seventy-three in support of the Petition abovenamed And Upon Perusing the issues of "The Indian Express" dated the Fifth day of May One thousand Nine hundred and Seventy-three and "Loksatta" dated the Seventh day of May One thousand Nine hundred and Seventy-three each containing the advertisement of the Notice of hearing of the Petition And Upon Reading the Affidavit of Waman Narayan Mangela filed on the Twelfth day of June One thousand Nine hundred and Seventy-three proving service of the Notice of the Petition on the Regional Director, Department of Company Affairs, Government of India and the Registrar of Companies, Maharashtra AND Upon Reading the Affidavit of Jayant Morarji Shah filed on the Twenty-first day of July One thousand Nine hundred and Seventy-three proving publication of the said Notice in the said issues of "The Indian Express" and "Loksatta" And Upon Reading the Affidavit of Prabhakar Harischandra Joshi filed on the Twenty-first day of July One thousand Nine hundred and Seventy-three proving service of the Notice of the hearing of the Petition upon the Creditors And Upon Hearing Mr. J. I. Mehta, Advocate, appearing for the Petitioner Company abovenamed being the Transferee Company and Mr. D. J. Dalal, Advocate for the Central Government, who has no objection to raise And it appearing from the aforesaid Report that the said compromise or arrangement embodied in the said Scheme of Amalgamation has been approved with requisite majority by the members present and voting in person or by proxy in the said Meeting THIS COURT DOETH HEREBY ORDER that the said compromise or arrangement embodied in the said Scheme of Amalgamation referred to in the Petition and set forth in Schedule I hereto be and it is hereby sanctioned subject to the two conditions imposed by the Central Government in its Order dated the Ninth day of October One thousand Nine hundred and Seventy-three in exercise of its powers under Sub-Section (2) of Section 23 of the Monopolies and Restrictive Trade Practices Act, 1969 and also subject to the necessary permission being obtained from the Controller of Capital Issues and any other authorities concerned for carrying the Scheme into effect and THIS COURT DOETH HEREBY DECLARE that subject to the aforesaid two conditions and approval or sanction of the Controller of Capital Issues and any other authorities concerned the said Scheme of Amalgamation shall be binding on all the members of the Petitioner Company and also on the Petitioner Company and on the members of the Transferor Company and on the Transferor Company AND THIS COURT DOETH FURTHER ORDER that the entire business and undertaking and all and singular the entire estate right title interest property claim and demand of Tata Fison industries Limited (hereinafter called "the Transferor Company") specified in Schedule II hereto and all the other property rights powers claims including permits import and other licences quota rights trade marks and copyrights of the Transferor Company be transferred to and vest without any further act or deed in the Petitioner Company (hereinafter called "the Transferee Company") and accordingly the same shall pursuant to Section 394(2) of the Companies Act, I of 1956, be transferred to and vested in the Transferee Company with effect from the First day of September One Thousand Nine Hundred and Seventy-two for all estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same AND THIS COURT DOETH FURTHER ORDER that all and singular the existing debts obligations liabilities and duties of the Transferor Company from the close of Business of the Thirty-first day of August One thousand Nine hundred and Seventy-two be and the same are hereby transferred without any further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, I of 1956, be transferred to and become the debts obligations liabilities and duties of the Transferee Company and THIS COURT DOETH FURTHER ORDER that all actions suits or proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company AND THIS COURT DOETH FURTHER ORDER that the Petitioner Company do allot to the shareholders of the Transferor Company the shares which they are entitled to receive under the said arrangement embodied in the said Scheme of Amalgamation AND THIS COURT DOETH FURTHER ORDER that the Transferor Company and the Transferee Company do within thirty days after the date of this Order cause a certified copy of this Order to be filed with the Registrar of Companies, Maharashtra, Bombay, and on such certified copy

being so filed and on fulfilment of aforesaid two conditions and on the aforesaid approval or sanction of the Controller of Capital Issues and any other authorities concerned being obtained the Registrar of Companies, Maharashtra, Bombay shall place all documents relating to the Transferor Company and registered with him on the file and records kept by him in relation to the Transferee Company and the files relating to the said two companies aforesaid shall be consolidated accordingly And This Court Doth Further Order that the Petitioner do pay to the Central Government the sum of Rs. 300/- as costs of the Petition and of this Order AND THIS COURT DOth LASTLY ORDER that the parties to the compromise or arrangement embodied in the said Scheme of Amalgamation or other person interested shall be at liberty to apply to this Honourable Court for directions as and when occasion may arise WITNESS RAMANLAL MANEKLAL KANTAWALA, Esquire, Chief Justice at Bombay aforesaid this Twenty-ninth day of October One thousand Nine Hundred and Seventy-three.



By the Court,

Sd/- V. K. Pai

For Prothonotary & Senior Master.

Sd/- B. P. Shrikhande
Sealer

This 19th day of November, 1973.

}

ORDER sanctioning Scheme of Amalgamation under Sections 391 and 394(2) of the Companies Act, I of 1956, drawn on the Application of Messrs Crawford Bayley & Company, Attorneys for the Petitioner.

For Schedules I and II, please see pages 74-80.

APPENDIX VI

Bombay High Court's Order dated 29th October, 1973 sanctioning merger of Tata Fison Industries Limited, pursuant to Amalgamation Petition by Tata Fison Industries Limited.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO 162 OF 1973
CONNECTED WITH
COMPANY APPLICATION NO. 11 OF 1973

<p>COURT FEE STAMP OF Rs. 42/-</p>
--

CORAM : GANDHI J.

29TH OCTOBER, 1973.

IN THE MATTER of the Companies Act, 1 of 1956;

AND

IN THE MATTER of Tata Fison Industries Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Raili House, Ravelin Street, Fort, Bombay-1.

Tata Fison Industries Limited, a company incorporated under the Companies Act, 1956, and having its Registered Office at Ralli House, Ravelin Street, Fort, Bombay-1.

}
Petitioner

The Petitioner Company abovenamed by its Petition herein dated the Sixth day of April One Thousand Nine Hundred and Seventy-three prays for the sanction of the compromise or arrangement embodied in the Scheme of Amalgamation annexed to the Agreement dated the Eighth day of March One Thousand Nine Hundred and Seventy-three between RALLIS INDIA LIMITED, a company incorporated under the Indian Companies Act, 1913, and having its registered office at Ralli House, 21 Ravelin Street, Fort, Bombay-1, of the One Part and the Petitioner Company of the other part whereby the Petitioner Company as the Transferor Company may be amalgamated with Rallis India Limited as the Transferee Company and for other consequential reliefs as in the Petition abovenamed AND the said Petition being this day called on for hearing and final disposal And Upon Reading the said Petition and the Order dated the Twenty-ninth day of January One Thousand Nine Hundred and Seventy-three made by this Honourable Court in Company Application No. 11 of 1973 whereby the said Petitioner Company was ordered to convene a Meeting of the members of the Petitioner Company for the purpose of considering, and, if thought fit, approving, with or without modification, the compromise or arrangement embodied in the said Scheme of Amalgamation proposed to be made between Rallis India Limited and its Members and the Petitioner. Company and its Members being the Transferor Company under the said Scheme of Amalgamation annexed as Exhibit 'D' to the Affidavit of Behram Kaikhushroo Laskari filed on the Twenty-second day of January One Thousand Nine Hundred and Seventy-three And Upon Reading the Report dated the Third day of April One Thousand Nine Hundred and Seventy-three of Jehangir Dossabhoy Choksi, the Chairman of the Meeting of the Shareholders of the Transferor Company held on the Twenty-ninth day of March One Thousand Nine Hundred and Seventy-three as to the result of the meeting And Upon Reading the Affidavit of Behram Kaikhushroo Laskari filed on the Sixth day of April One Thousand Nine Hundred and

Seventy-three in support of the Petition abovenamed And Upon Perusing the issues of "The Indian Express" dated the Fifth day of May One Thousand Nine Hundred and Seventy-three and "Loksatta" dated the Seventh day of May One Thousand Nine Hundred and Seventy-three each containing the advertisement of the Notice of hearing of the Petition And Upon Reading the affidavit of Waman Narayan Mangela filed on the Twelfth day of June One Thousand Nine Hundred and Seventy-three proving service of the Notice of the Petition on the Regional Director, Department of Company Affairs, Government of India and the Registrar of Companies, Maharashtra AND Upon Reading the Affidavit of Jayant Morarji Shah filed on the Twenty-first day of July, One Thousand Nine Hundred and Seventy-three proving publication of the said Notice in the said issues of "The Indian Express" and "Loksatta" And Upon Reading the Affidavit of Prabhakar Harischandra Joshi filed on the Twenty-first day of July One Thousand Nine Hundred and Seventy-three proving service of the Notice of the hearing of the Petition upon the Creditors AND UPON READING the Report of the Official Liquidator dated the 26th day of July, 1973 And Upon Hearing Mr. J. I. Mehta, Advocate for the Petitioner Company abovenamed being the Transferor Company in support of the said Petition and Mr. D. J. Dalal, Advocate for the Central Government who has no objection to raise And it appearing from the aforesaid Report of the Chairman of the said meeting that the said compromise or arrangement embodied in the said Scheme of Amalgamation has been approved with requisite majority by the members present and voting in person or by proxy in the said meeting THIS COURT DOTH HEREBY ORDER that the said compromise 'or arrangement embodied in the said Scheme of Amalgamation referred to in the Petition and set forth in Schedule I hereto be and it is hereby sanctioned subject to the Transferee Company complying with the two conditions imposed by the Central Government in its Order dated the Ninth day of October One Thousand Nine Hundred and Seventy-three in exercise of its powers under sub-section (2) of Section 23 of the Monopolies and Restrictive Trade Practices Act, 1969 and the necessary permission being obtained by the Transferee Company from the Controller of Capital Issues and any other authorities concerned for carrying the Scheme into effect And This Court Doth Hereby Declare that subject to the aforesaid two conditions and approval or sanction of the Controller of Capital Issues and any other authorities concerned the said Scheme of Amalgamation be binding on all the members of the Petitioner Company and also on the Petitioner Company and on the members of the Transferee Company and the Transferee Company AND THIS COURT DOTH FURTHER ORDER that the entire business and undertaking and all and singular the entire estate right title interest property claim and demand of the Petitioner Company (hereinafter called "the Transferor Company") specified in Schedule II hereto and all the other property rights powers claims including permits import and other licences quota rights trade marks and copyrights of the Transferor Company be transferred to and vest without any further act or deed in Rallis India Limited (hereinafter called "the Transferee Company") and accordingly the same shall pursuant to Section 394(2) of the Companies Act, I of 1956, be transferred to and vested in the Transferee Company with effect from the First day of September One Thousand Nine Hundred and Seventy-two for all estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same AND THIS COURT FURTHER ORDER that all and singular the existing debts obligations liabilities and duties of the Transferor Company from the close of business on the Thirty-first day of August One Thousand Nine Hundred and Seventy-two be and the same are hereby transferred without any further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act I of 1956, be transferred to and become the debts obligations liabilities and duties of the Transferee Company AND THIS COURT DOTH FURTHER ORDER that all actions suits or proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company AND THIS COURT DOTH FURTHER ORDER that the Transferee Company do allot to the shareholders of the Transferor Company the shares which they are entitled to receive under the said arrangement embodied in the said Scheme of Amalgamation AND THIS COURT DOTH FURTHER ORDER that the Transferor Company and the Transferee Company do within thirty days after the date of this order cause a certified copy of this Order to be filed with the

Registrar of Companies, Maharashtra, Bombay, and on such certified copy being so filed and on fulfilment of the aforesaid two conditions and on the aforesaid approval or sanction of the Controller of Capital Issues and any other authorities concerned being obtained the Petitioner Company being the Transferor Company shall be dissolved without winding up and the Registrar of Companies, Maharashtra, Bombay, shall place all documents relating to the Transferor Company and registered with him on the file and records kept by him in relation to the Transferee Company and the files relating to the said two companies aforesaid shall be consolidated accordingly And This Court Doth Further Order that the Petitioner Company do pay to the Central Government the sum of Rs. 300/- for the costs of this Petition AND THIS COURT DOTH LASTLY ORDER that the parties to the compromise or arrangement embodied in the said Scheme of Amalgamation or other person interested shall be at liberty to apply to this Honourable Court for directions as may be necessary WITNESS RAMANLAL MANEKLAL KANTAWALA, Esquire, Chief Justice at Bombay aforesaid this Twenty-ninth day of October One Thousand Nine Hundred and Seventy-three.

BY THE COURT,

Sd/- V. K. Pai

For Prothonotary & Senior Master.



Sd/- B. P. Shrikhande
Sealer

This 19th day of November, 1973.



Order sanctioning Scheme of Amalgamation under Sections 391 and 394 (2) of the Companies Act, I of 1956, drawn on the Application of Messrs. Crawford Bayley & Co., Attorneys for the Petitioner.

For Schedules I and II, please see pages 74-80.

Schedules referred to in the High Court Orders and dated 29th October, 1973 passed in the Company Petition No. 161 of 1973 and Company Petition No. 162 of 1973.

SCHEDULE I

SCHEME OF AMALGAMATION OF TATA FISON INDUSTRIES LIMITED

WITH

RALLIS INDIA LIMITED

1. With effect from the First day of September, 1972 (hereinafter called "the Appointed Day") the entire undertaking and all the property, movable or immovable, and other assets, of whatsoever nature, including all rights, licences and powers of every kind, nature and description of Tata Fison Industries Limited (hereinafter called "the Transferor Company") shall, without further act or deed, be transferred to and vested in or deemed to be transferred to and vested in Rallis India Limited (hereinafter called "the Transferee Company").

2. With effect from the Appointed Day, all debts, liabilities, duties and obligations of the Transferor Company shall also be transferred or deemed to be transferred, without further act or deed, to the Transferee Company, so as to become the debts, liabilities, duties and obligations of the Transferee Company.

3. With effect from the Appointed Day, the Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities for and on account of the Transferee Company until the Effective Date, referred to in Clause 14 hereof. From the Appointed Day, the Transferor Company shall carry on its business with proper prudence, and shall not, without the concurrence of the Transferee Company, alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employees. Profits accruing to the Transferor Company or losses arising or incurred by it after the Appointed Day upto the Effective Date shall for all purposes be treated as the profits or losses of the Transferee Company, as the case may be.

4. All proceedings by or against the Transferor Comp pending at the Effective Date and relating to the undertakings, property, rights, powers, liabilities, obligations and duties of the Transferor Company shall be continued and enforced by or against the Transferee Company, as the case may be.

5. A statement of accounts of the Transferor Company shall be prepared covering the period 1st July, 1971 to 31st August, 1972 but the Transferor Company shall not be entitled to distribute any dividends to its shareholders on the net profits earned by the Transferor Company for the said period.

6. It is declared as follows :-

A. The Authorised, Issued, Subscribed and Paid-up Capital of the Transferor Company is as under :—

AUTHORISED :

	Rs.	Rs.
2,00,000 Ordinary shares of Rs.100 each		2,00,00,000
ISSUED :		
1,60,000 Ordinary shares of Rs.100 each		1,60,00,000
SUBSCRIBED, CALLED & PAID-UP:		
(i) 80,000 Ordinary shares of Rs.100 each fully paid	80,00,000	
(i) 80,000 Ordinary shares of Rs.100 each Rs. 55 per share called up and paid	44,00,000	
		1,24,00,000

NOTES :

(1) Of the above shares, 6,648 Ordinary shares of Rs. 100 each were issued as fully paid pursuant to a contract without payments being received in cash.

- (2) Of the above shares, 50,000 Ordinary shares of Rs.100 each were issued at par as fully paid to the shareholders of Messrs Tata Fison Limited pursuant to a Scheme of Amalgamation sanctioned by the Bombay High Court by its order dated 31st August, 1964 in proceedings relating to such amalgamation.

B. The Authorised, Issued, Subscribed and Paid-up Capital of the Transferee Company is as under :—

AUTHORISED :

(i) 4,00,000 Ordinary shares of Rs. 100 each	4,00,00,000
(ii) 1,00,000 6% Taxable Cumulative Preference shares of Rs. 100 each	1,00,00,000
	<u>5,00,00,000</u>

ISSUED, SUBSCRIBED AND FULLY PAID-UP :

(i) 1,32,500 Ordinary shares of Rs. 100 each were issued for consideration other than cash pursuant to a contract	1,32,50,000
(ii) 92,500 Ordinary shares of Rs. 100 each issued for cash	92,50,000
(iii) 75,000 6% Taxable Cumulative Preference shares of Rs. 100 each issued for cash	75,00,000
	<u>3,00,00,000</u>

7. A. In consideration of the transfers in favour of the Transferee Company under Clauses (1), (2) and (3) hereof, every member of the Transferor Company, holding shares in that Company on such date as the Board of Directors of the Transferee Company may determine, shall

- (a) in respect of every four fully paid Ordinary shares of Rs. 100/- each held by him, be entitled as of right to claim and receive from the Transferee Company an allotment of three Ordinary shares of the Transferee Company of Rs. 100 each credited as fully paid up;
- (b) in respect of every eight partly paid Ordinary shares of Rs. 100 each, Rs. 55 per share paid up, held by him, be entitled as of right to claim and receive from the Transferee Company an allotment of three Ordinary Shares of the Transferee Company of Rs. 100 each credited as fully paid up and shall be entitled to three fractional certificates each representing one-tenth of an Ordinary share of the Transferee Company with the benefit of and subject to the distribution in sub-clause D of this clause.

B. In respect of every holding of less than four fully paid Ordinary shares in the Transferor Company or in excess of four not being an exact multiple of four, a holder shall, for each fully paid Ordinary share of the Transferor Company so held by him, be entitled to three fractional certificates each representing one-fourth of an ordinary share of the Transferee Company, with the benefit of and subject to the distribution contained in sub-clause D of this clause.

C. In respect of every holding of partly paid shares (Rs. 55 paid up) of the Transferor Company, which is less than eight or in excess of eight not being an exact multiple of eight, a holder shall for each such partly paid Ordinary share so held by him be entitled to four fractional certificates each representing one-tenth of an Ordinary share of the Transferee Company and one fractional certificate representing one-eightieth of an Ordinary share in the Transferee Company together with the benefit of and subject to the distribution contained in sub-clause D of this clause.

D. No fractional certificates of any of the categories in sub-clauses A(b), B and C shall be issued in favour of any member of the Transferor Company but the total number of fractions of all three categories shall be consolidated and in respect of each and every lot of such number or numbers of fractions so consolidated as represents one new Ordinary share of the Transferee Company, the Board of Directors of the Transferee Company shall make an allotment of such share as fully paid up to such person or persons (including one or more of themselves or one or more of the officers or employees of the Transferee Company) as such Board of Directors may in their absolute discretion select for the purpose of holding and selling the shares so allotted, provided that such Board of Directors may without making an allotment of all or some of the said Ordinary shares resulting from such consolidation as aforesaid direct the sale of any or all such Ordinary shares. Every sale under this clause shall be at such price or prices and at such time or times as may be approved by such Board of Directors and upon receipt of the purchase price in respect of such sale, provided such Board of Directors approve of the purchaser or his nominee, such Board of Directors shall allot the Ordinary shares covered by such sale to the approved purchaser or nominee. The aggregate sale proceeds of all such sales, after deducting therefrom all costs, charges and expenses of and incidental to the sales, shall be distributed among such members of the Transferor Company as would otherwise have been entitled to such fractions respectively in proportion to their respective entitlements in such fractions.

8. The new Ordinary shares of the Transferor Company shall rank for dividend, voting rights and in all other respects *pari passu* with the existing Ordinary shares of the Transferee Company, save and except that such Ordinary shares shall not confer any right to any dividend declared for the accounting year of the Transferee Company ended on 31st August, 1972.

9. (a) Any member of the Transferor Company who dissents from the Scheme shall, subject to the provisions of sub-clause (b) hereof, be entitled at his option in lieu of his entitlements as provided in Clause 7 hereof to receive from the Transferee Company in cash:—

- (i) Rs. 110.00 for every fully paid Ordinary share held by him in the Transferor Company.
- (ii) Rs. 60.50 for every partly paid share held by him in the Transferor Company.

(b) Such option shall be exercised only by a notice in writing sent by the dissenting member to or served upon the Transferor Company by registered post or by hand delivery and received by the Transferor Company not later than thirty days after passing of the resolution under clause (10) of this Scheme by the members of the Transferor Company and by depositing along with such notice the relevant share certificate/s for cancellation by the Transferor Company if and when the Scheme finally takes effect.

(c) No person other than a member who dissents in accordance with and subject to the provisions of sub-clauses (a) and (b) of this clause shall be entitled to exercise the option provided by this clause.

(d) The exercise of any option shall be irrevocable and shall entitle such dissenting member of the Transferor Company to a cash payment by the Transferee Company in terms of sub-clause (a) of this clause within thirty days after the allotment of the Ordinary shares in the Transferee Company in terms of clause 7 thereof.

(e) In case the Scheme shall not finally take effect or becomes null and void, the Transferor Company shall unconditionally return to every such dissenting member the share certificates surrendered by him as aforesaid.

(f) For the purpose of this clause, a dissenting member shall mean a member present in person or by proxy at the meeting of the Transferor Company to consider the Scheme, referred to in Clause 10 hereof, who casts his vote against the Scheme.

10. On the Scheme being agreed to by the requisite majorities by the members of the Transferor Company and by the members of the Transferee Company or if required, by the requisite majority or majorities of each class of members of the Transferee Company, respectively, each of them the Transferor Company and the Transferee Company, shall with reasonable despatch, apply to the High Court of Judicature, Bombay, for sanctioning this Scheme of Amalgamation under Section 391 of the Companies Act, 1956, and, for an Order or Orders under Section 394 of the Companies Act, 1956, for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

11. The Transferee Company shall, if required by law, with reasonable despatch, apply to the Central Government for sanctioning this Scheme of Amalgamation under Section 23 of the Monopolies and Restrictive Trade Practices Acts 1969.

12. The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modification of this Scheme which the Court may deem fit to approve or impose and may give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith; (including any question or difficulty arising in connection with any deceased or insolvent shareholder of the respective companies).

13. This Scheme is conditional on and subject to :—

- (a) The Scheme being agreed to by the requisite majorities as are referred to in Clause 10 hereof (both on behalf of the Transferor Company and the Transferee Company) and the requisite order or orders referred to in Clause 10 being obtained.
- (b) The sanction of the High Court of Judicature, Bombay, or other appropriate authority being obtained to the proposed amendment in the existing objects clause of the Memorandum of Association of the Transferee Company under Section 17 of the Companies Act, 1956.
- (c) The sanction and approval of the Transferee Company under Section 81 and other applicable provisions, if any, of the Companies Act, 1956, being obtained for the issue of Ordinary shares of Rs. 100 each in the Transferee Company to the members of the Transferor Company and the consent of the Controller under the Capital Issues (Control) Act, 1947, being obtained by the Transferee Company for such issue and allotment and of the Reserve Bank of India, as may be necessary for the issue and allotment of shares of the Transferee Company to non-resident shareholders of the Transferor Company.
- (d) Such other sanctions and approvals as may be required by law in respect of the Scheme being obtained.

14. This Scheme, although operative from the Appointed Day, shall take effect finally upon and from the date on which any of the aforesaid sanctions or approvals or orders shall be last obtained, which shall be the Effective Date for the purpose of this Scheme.

15. In the event of this Scheme failing to take effect finally before the 31st day of December, 1973 or within such further period or periods, as may be agreed upon between the Transferor Company (by its Directors) and the Transferee Company (by its Directors), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred *inter se* to or by the parties or any of them.

SCHEDULE II

PART I

(a) Freehold properties of the Transferor Company

(1) *At Cochin (Kerala State) : (Being acquired by the Kerala Government)*

All those pieces or parcels of land or ground together with all buildings, structures and erections thereon situate at Mattancherry Village within the Registration District of Ernakulam, Sub-District of Cochin, Cochin Taluk, admeasuring 2 acres, thirty-five and one-fourth cents and bearing Survey Nos. 955/1, 960, 961, 2320/2 and 2321/1.

(2) *At Konnagar (West Bengal State)*

(i) All that piece or parcel of land containing on actual measurement an area of four Bighas five Cottahs two Chittacks and thirty-five square feet with all structures sheds pumphouse and other erections thereon or any part thereof situate and lying at Mouza Konnagar and being the southern portion of the land building and house commonly known as "Konnagar House" bearing the Municipal Holding No. 63 Grand Trunk Road (East) within the Municipal limit of Konnagar within Pergana Boro Police Station Uttarpara and Sub-Registry Serampur and comprised under Dags Nos. 8072 (part), 8073 (part), 8072/8198, 8072/8199 and 8072/8200 of Khatian No. 2096 and C. S. Dag No. 8074 (part) of Khatian Nos. 1597 and 2693 of J. L. No. 7, R. S. No. 1759, Touzi No. 3989 in the District of Hooghly.

(ii) All that piece or parcel of land containing by estimation an area of four Bighas six Cottahs twelve Chittacks and twenty-four square feet more or less with all buildings structures sheds garages outhouses and other erections lying thereon or any part thereof situate and lying in Mouza Konnagar and being a portion of the property commonly known as "Konnagar House" being Municipal Holding No. 62, Grand Trunk Road (East), (previously numbered as 63, Grand Trunk Road East) within the municipal limits of Konnagar within Pergana Boro, Police Station Uttarpara, Sub-Registry Office Serampore in the District of Hooghly and comprised under C. S. Plot Nos. 8072 (part), 8073 (part), 8074 (part) and 8083 (part) under Khatian Nos. 2096, 2693 and 3322 of J. L. No. 7, R. S. No. 1759, Touzi Nos. 3989 and 5211.

(3) *At Madras (Tamil Nadu State)*

All that piece or parcel of land bearing plot No. 94 of the Developed Plots for Industries at Ambattur Industrial Estate, Ambattur, Madras-58, together with the buildings, structures and erections thereon.

(b) Premises owned by the Transferor Company At Bombay (Maharashtra State)

12 flats at Tata Housing Centre, Lallubhai Park Road, Andheri, Bombay - 58, detailed as under:

1	Flat	in	Building	No.	D
2	Flats	"	"	"	E
1	Flat	"	"	"	F
1	Flat	"	"	"	G
4	Flats	"	"	"	J
1	Flat	"	"	"	K
2	Flats	"	"	"	L

PART II

(a) Leasehold Property of the Transferor Company(1) *At Cochin (Kerala State) : (Being acquired by the Kerala Government)*

All those pieces or parcels of land or ground including the property comprised in the Chinese net together with all buildings, structures and erections thereon situate at Mattancherry Village within the Registration District of Ernakulam, Sub-District of Cochin, Cochin Taluk admeasuring one acre seventy-four and seven-eighth cents and bearing Survey Nos. 953/ 1, 954/1, 2319/4, 2320/1, 955/2, 2319/2, 962/1, 963/1 and 1196.

(2) *At Belapur (Maharashtra State) :*

(i) All that piece or parcel of land known as Plot No. 15 in the Trans-Thana Creek Industrial Area on Thana-Belapur Road within the village limits of Turbhe and Pawane, Taluka Thana, District Thana, containing by admeasurement 45300 square metres or thereabouts together with all buildings, structures and erections thereon.

(ii) All that piece or parcel of land known as Plot No. 15A, B in the Trans-Thana Creek Industrial Area on Thana-Belapur Road within the village limits of Turbhe, Taluka Thana, District Thana, containing by admeasurement 50950 square metres or thereabouts together with erections thereon.

(3) *At Mulund (Maharashtra State) :*

All that piece or parcel of land together with sheds, godowns, erections standing thereon situate at Panchpakhadi Village within the jurisdiction of the Borough Municipality of Thana admeasuring about 21076 square yards bearing Survey Nos. 431 (part), 432 (part), 433 (part) and 434 (part).

(4) *At Howrah (West Bengal State) :*

All that piece and parcel of land containing by estimation an area of 14326 square feet equivalent to 19 Cottahs and 646 square feet more or less together with the buildings, structures and erections standing thereon situate and lying at and being a portion of the Municipal premises No. 20, Howrah Road, Police Station Golabari within the Municipality of Howrah and Sub-Registry and the District Registry, Howrah.

(5) *At Konnagar (West Bengal State) :*

All that land being 1481 square feet of Foreshore land in R. S. Plot No, 8212 under Khatian No. 2901 in Mouza Konnagar J. L. No. 7 in the District of Hooghly Police Station Uttarpara Sub-Registry Office, Serampore, together with a Jetty thereon.

(b) Premises rented to Transferor Company(1) *At Bombay (Maharashtra State) :*

(i) Flat No. A3 on the first floor in the building commonly known as "Breach Candy Apartments", situate at Plot C. F. No. 5/697 of Malabar and Cumballa Hill division, Warden Road, Bombay-26.

(ii) Flat No. A4 on the first floor in the building commonly known as "Palacimo" situate at Silver Oaks Estate, Bhulabhai Desai Road, Bombay-26.

(iii) The whole of the first floor of the building commonly known as "Morena" situate at 11, Carmichael Road, Bombay-26.

(iv) Flat No. 11 in the building commonly known as "Anjali", Colaba, Bombay-5.

- (v) Office premises on fourth floor at "Ralli House", 21, Ravelin Street, Fort, Bombay-1,
 - (vi) Office premises on 5th floor at Union Bank Building, Dalal Street, Bombay-1.
 - (vii) Godown situate at Sardar Pratap Singh Estate No. 2, Agra Road, Bhandup, Bombay-78.
 - (viii) Godown situate at 20/22 Wadi Bunder, Bombay-10.
 - (ix) Godown situate at Abdul Latif Haji Mohamed Compound, Belvedere Hill Road, Bombay-10.
- (2) *At Calcutta (West Bengal State) :*
- (i) Flat/Garage Nos. 18 and 10, Wood Street, Calcutta.
 - (ii) Flat/Garage at 211, Park Street, Calcutta.
- (3) *At Konnagar (West Bengal State) :*
- Godown situate at 80B, G. T. Road (West), Konnagar, Hooghly, West Bengal.
- (4) *Madras (Tamil Nadu State) :*
- (i) Godown situate at Door No. C-15, IInd Cross Road, Ambattur Industrial Estate, Ambattur, Madras-58.
 - (ii) Godown situate at Door No. 6, 1st Cross Road, Ambattur Industrial Estate, Ambattur, Madras-58.
 - (iii) Godown No. 26, situate at Goolamally Estate, West Mada Street, Royapuram, Madras-13.
 - (iv) Godown No. 29, situate at Door No. 2, West Mada Street, Royapuram, Madras-13.

PART III

Stocks, Shares, Debentures and other choses in action of the Transferor Company*List of investments in shares and securities :*

(a) Shares—

<i>Name of the Company</i>	<i>Description</i>	<i>Number</i>
Tata Press Limited	Equity Shares of Rs. 1000/- each	25

(b) Government Securities—

<i>Description</i>	<i>Face Value</i>	<i>Deposited with</i>
3% Conversion Loan 1946/86	10,700/-	Bombay Municipal Corporation

PART IV

All Telex, Telephone Connections



Certified to be a true copy,
This 19th day of November, 1973,
Sd/- B. P. Shrikhande,
For Prothonotary & Senior Master.

APPENDIX VII

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO. 386 OF 1979
 CONNECTED WITH
 COMPANY APPLICATION NO 459 OF 1979

CORM : Bharucha J.

9th January, 1980.

IN THE MATTER of the Companies
 Act, I of 1956;

And

IN THE MATTER of Rallis India
 Limited, a Company incorporated
 under the Indian Companies Act,
 VII of 1913 and having its Registered
 Office at Ralli House, 21, Raveline
 Street, Bombay-400 001.

Rallis India Limited, a Company
 incorporated under the Indian
 Companies Act, VII of 1913 and
 having its Registered Office at Ralli
 House, 21, Raveline Street, Bombay -
 400 001.

} Petitioner

Upon the Petition of Rallis India Limited, the Petitioner Company abovenamed (hereinafter referred to as "Transferee Company") herein solemnly declared on the 12th day of July, 1979 and presented to this Court on the 12th day of July, 1979 for sanction of an Arrangement embodied in the Scheme of Amalgamation of Ralli Chemicals Limited (hereinafter referred to as "the Transferor Company") with the Transferee Company and for consequential reliefs as in the Petition mentioned AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Behram Kaikhushroo Laskari dated the 12th day July 1979 verifying the said Petition AND UPON READING the Affidavit of Behram Kaikhushroo Laskari dated the 6th day of October, 1979 showing the publication in the newspapers of the Notice of Hearing of the said Petition and proving service of the Notice of hearing of the said Petition on the creditors of the Transferee Company in the sum of Rs. 10,00,000/- and above as directed by the Order herein dated 5th September 1979 AND UPON READING the Order dated the 25th day of April 1979 passed by this Honourable Court in Company Application No. 459 of 1979 whereby the Transferee Company was ordered to convene a meeting of its members holding Equity Shares for the purpose of considering, and if thought fit, approving, with or without modification, the Arrangement embodied in the Scheme of Amalgamation of the Transferor Company with the Transferee Company and annexed as Exhibit 'C' to the Affidavit of Behram Kaikhushroo Laskari dated the 18th day of April 1979 in support of the said Company Application AND UPON PERSUING the issues of the "Indian Express" dated the 30th day of May 1979 and "Loksatta" also dated the 30th date of May 1979 each containing the advertisement of the said Notice convening the said meeting directed to be held by the said Order dated the 25th day of April 1979 AND UPON READING the Affidavit of ANTHONY DEMETRIUS MANGO dated the 18th of June 1979 proving the publication and despatch of the Notice convening the said meeting AND UPON READING the Report dated the 5th day of July, 1979 of DARBARI SHAH SETH, the Chairman of the meeting of the members holding Equity Shares of the Transferee Company as to the result of the said Meeting held on

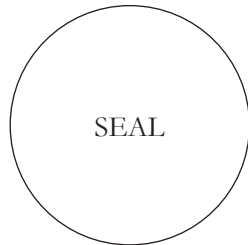
the 27th day of June 1979 AND UPON READING the Affidavit of the said Darbari Shah Seth dated the 5th day of July, 1979 verifying the said Report AND UPON HEARING Mr. J. B. Chinai, Advocate for the Transferee Company in support of the said Petition and Mr. B. P. Talati, Advocate for the Regional Director, Company Law Board, Bombay who submits to the orders of the Court AND it appearing from the Report of the Chairman of the said meeting that the said Arrangement embodied in the said Scheme of Amalgamation has been approved unanimously by the members of the Transferee Company holding Equity Shares present and voting in person or by proxy And no person entitled to appear at the hearing of the said Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOTH HEREBY SANCTION the Arrangement embodied in the said Scheme of Amalgamation set forth in Exhibit 'B' to the said Petition and also in the Schedule hereto AND DOTH HEREBY DECLARE that the said Scheme of Amalgamation be binding on the Transferee Company and on all its members and also on the Transferor Company and all its members AND THIS COURT DOTH FURTHER ORDER that with effect from the 1st day of September, 1978 (hereinafter and in the Scheme of Amalgamation sanctioned herein referred to as the Appointed Day") the entire undertaking of the Transferor Company and all the property moveable and immovable and other assets of what-soever nature, including patents, patent rights, quota rights, cash balances, revenue balances, investments and all other interests and rights, licences and powers of every kind, nature and description be transferred or deemed to be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and do vest in the Transferee Company free from all the estate and interest of the Transferor Company therein but subject nevertheless to all charges, if any, affecting the same or any part thereof AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Day all the debts, liabilities, reserves and duties and obligations of the Transferor Company be transferred or deemed to be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, I of 1956, be transferred to and do become the debts, liabilities, reserves duties and obligations of the Transferee Company AND THIS COURT DOTH FURTHER ORDER that the Transferee Company shall from the appointed day engage all employees who may be in service with the Transferor Company on the appointed day on terms not less favourable than the terms of employment which the said staff enjoyed as at that day AND THIS COURT DOTH FURTHER ORDER that all proceedings pending by or against the Transferor Company at the Effective Date mentioned in Clause 13 of the Scheme of Amalgamation sanctioned herein and relating to the said undertakings, property, rights, powers, liabilities, obligations and duties of the Transferor Company be continued by or against the Transferee Company AND THIS COURT DOTH DECLARE that with effect from the Appointed Day, the Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities for and on account of the Transferee Company until the Effective Date referred to in Clause 13 of the Scheme of Amalgamation sanctioned herein AND THIS COURT DOTH FURTHER ORDER that from the Appointed Day, the Transferor Company do carry on its business with proper prudence, and shall not, without the concurrence of the Transferee Company alienate, charge or otherwise deal with its undertaking many part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employees AND THIS COURT DOTH FURTHER DECLARE that the profits accruing to the Transferor Company or losses arising or incurred by it after the Appointed Day upto the Effective Date shall for all purposes be treated as the profits and losses of the Transferee Company as the case may be AND THIS COURT DOTH FURTHER ORDER that upon the arrangement embodied in the Scheme of Amalgamation sanctioned herein becoming fully effective, the Transferee Company do engage from the Effective Date as mentioned in Clause 13 of the Scheme of Amalgamation sanctioned herein all employees who may be in service with the Transferor Company on the said Effective Date on terms not less favourable than the terms of employment which the said employees enjoyed as at date AND THIS COURT DOTH

FURTHER ORDER that the Transferor Company do prepare its accounts upto the close of business on 31st day of August 1978 and shall have the right to hold such general meetings of the Transferor Company and declare such dividends in respect of the period included in those accounts as it shall in its absolute discretion think fit AND THIS COURT DOTH FURTHER ORDER that the excess of the value of net assets over the subscribed and paid-up capital based on the Balance Sheet of the Transferor Company as on the Appointed Day will, to the extent of the accounts respectively appearing as Development Rebate Reserve and Investment Allowance Reserve in the Balance Sheet, be the Development Rebate Reserve and the Investment Allowance Reserve of the Transferee Company and as to the amounts appearing in such Balance Sheet as the General Reserve and the balance on the Profit and Loss Account of the Transferor Company be the General Reserve and the balance on the Profit and Loss Account of the Transferee Company respectively AND THIS COURT DOTH FURTHER DECLARE that there shall be no consideration of any nature whatsoever paid by the Transferee Company to the Transferor Company AND THIS COURT DOTH FURTHER ORDER that the Transferor Company do within thirty days of the date of sealing of this Order cause a certified copy of this Order to be delivered to the Registrar of Companies, Maharashtra, Bombay, for registration and on the dissolution of the Transferor Company the Registrar of Companies, Maharashtra, Bombay shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said two companies shall be consolidated accordingly AND THIS COURT DOTH FURTHER ORDER that the parties to the Arrangement embodied in the Scheme of Amalgamation sanctioned herein or any other person or persons interested therein shall be at liberty to apply to this Honourable Court for any directions that may be necessary in regard to the working of the Arrangement embodied in the Scheme of Amalgamation sanctioned herein and in the above matter AND THIS COURT DOTH LASTLY ORDER that the Transferee Company do pay the sum of Rs. 300/- (Rupees Three hundred only) to the Regional Director, Company Law Board, Bombay as costs of this Petition WITNESS BALAKRISHNA NARHAR DESHMUKH, ESQUIRE, Chief Justice at Bombay aforesaid, this 9th day of January, 1980.

BY THE COURT,

SD/- I. S. Mecwan

FOR PROTHONOTARY & SENIOR MASTER.



Sd/- I. S. Mecwan
Sealer

This 14th day of January, 1981.

ORDER sanctioning Scheme of Amalgamation drawn on Application of MESSRS CRAWFORD BAYLEY AND COMPANY, Advocates for the Petitioner.

APPENDIX VIII

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PET. LION NO. 387 OF 1979
 CONNECTED WITH
 COMPANY APPLICATION NO. 460 OF 1979.

Coram: Bharucha J.

9th January, 1980.

IN THE MATTER of the Companies
 Act I of 1956;

And

IN THE MATTER of Ralli Chemicals
 Limited, a Company incorporated
 under the Companies Act, I of 1956,
 and having its Registered Office
 at Ralli House, 21, Raveline Street,
 Bombay-400 001.

Ralli Chemicals Limited, a Company
 incorporated under the Companies
 Act, I of 1956 and having its Registered
 Office at Ralli House, 21, Raveline
 Street, Bombay-400 001.

}
 Petitioner

Upon the Petition of Ralli Chemicals Limited, the Petitioner Company abovenamed (hereinafter referred to as "Transferor Company") herein solemnly declared on the 6th day of July 1979 and presented to this Court on the 6th day of July 1979 for sanction of an Arrangement embodied in the Scheme of Amalgamation of the Transferor Company with Rallis India Limited (hereinafter referred to as "the Transferee Company") and for consequential reliefs as in the Petition mentioned AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of SUKUMARAN UNNI K. MENON dated the 6th day of July 1979 verifying the said Petition AND UPON READING the Affidavit of SUKUMARAN UNNI K. MENON dated the 6th day of October 1979 showing the publication in the newspapers of the Notice of Hearing of the said Petition and proving service of the said Petition on the Creditors of the Transferee Company in the sum of Rs. 15,000/- and above as directed by the Order herein dated 5th September 1979 AND UPON READING the Order dated the 25th day of April 1979 passed by this Honourable Court in Company Application No. 460 of 1979 whereby the Transferor Company was ordered to convene a meeting of its members holding Equity Shares for the purpose of considering, and if thought fit, approving, with or without modification, the Arrangement embodied in the Scheme of Amalgamation of the Transferor Company with the Transferee Company and annexed as Exhibit 'C' to the Affidavit of Sukumaran Unni K. Menon, dated the 18th day of April 1979 in support of the said Company Application AND UPON PERUSING the issues of the "Indian Express" dated the 30th day of May 1979 and "Loksatta" also dated the 30th day of May 1979 each containing the advertisement of the said Notice convening the said meeting directed to be held by the said Order dated the 25th day of April 1979 AND UPON READING the Affidavit of Dhunjishaw Khushro Gandhi dated the 18th day of June 1979 proving the publication and despatch of the Notices convening the said meeting AND UPON READING The Report dated the 27th day of June 1979 of Dhunjishaw Khushro Gandhi the Chairman of the meeting of the members holding Equity Shares of the Transferor Company as to the result of the

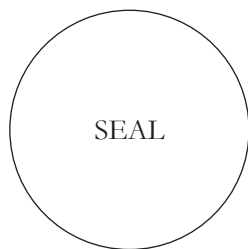
said Meeting held on the 27th day of June 1979 AND UPON READING the Affidavit of the said Dhunjishaw Khushro Gandhi, dated the 29th day of June 1979 verifying the said Report AND UPON HEARING Mr. J. B. Chinai, Advocate for the Transferor Company in support of the said Petition and Mr. B. P. Talati, Advocate for the Regional Director, Company Law Board, Bombay who submits to the orders of the Court AND it appearing from the Report of the Chairman of the said meeting that the said Arrangement embodied in the said Scheme of Amalgamation has been approved unanimously by the members holding Equity Shares of the Transferor Company present and voting in person or by proxy AND UPON READING the Report dated the 17th day of December 1979 made under Section 394(2) of the Companies Act, 1956, of the Official Liquidator attached to this Honourable Court that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its members or public interest AND no person entitled to appear at the hearing of the said Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOTH HEREBY SANCTION the Arrangement embodied in the said Scheme of Amalgamation set forth in Exhibit 'B' to the said Petition and also in the Schedule 'A' hereto AND DOTH HEREBY DECLARE that the said Scheme of Amalgamation be binding on the Transferor Company and on all its members and also on the Transferee Company and all its members AND THIS COURT DOTH FURTHER ORDER that with effect from the 1st day of September 1978 (hereinafter and in the Scheme of Amalgamation sanctioned herein referred to as "the Appointed Day") the entire undertaking of the Transferor Company and all the property moveable and immoveable and other assets of whatsoever nature, including patents, patent rights, quota rights, cash balances, revenue balances, investments and all other interests and rights, licences and powers of every kind, nature and description be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and do vest in the Transferee Company free from all the estate and interest of the Transferor Company therein but subject nevertheless to all charges, if any, now affecting the same AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Day all the debts, liabilities, reserves, duties and obligations of the Transferor Company be transferred or deemed to be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, I of 1956, be transferred to and do become the debts, liabilities, reserves duties and obligations of the Transferee Company AND THIS COURT DOTH FURTHER ORDER that all proceedings pending by or against the Transferor Company at the Effective Date mentioned in Clause 13 of the Scheme of Amalgamation sanctioned herein and relating to the said undertakings, property, rights, powers, liabilities, obligations and duties of the Transferor Company be continued by or against the Transferee Company AND THIS COURT DOTH DECLARE that with effect from the Appointed Day, the Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities for and on account for the Transferee Company until the Effective Date referred to in Clause 13 of the Scheme of Amalgamation sanctioned herein AND THIS COURT DOTH FURTHER ORDER that from the Appointed Day, the Transferor Company do carry on its business with proper prudence, and shall not, without the concurrence of the Transferee Company alienate, charge or otherwise deal with its undertaking or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employees AND THIS COURT DOTH FURTHER DECLARE that the profits accruing to the Transferor Company or losses arising or incurred by it after the Appointed Day upto the Effective Date shall for all purposes be treated as the profits and losses of the Transferee Company as the case may be AND THIS COURT DOTH FURTHER ORDER that upon the arrangement embodied in the Scheme of Amalgamation sanctioned herein becoming fully effective, the Transferee Company do engage from the Effective Date as mentioned in Clause 13 of the Scheme of Amalgamation sanctioned herein, all employees who may be in service with the Transferor Company on the said Effective Date on terms not less favourable than the terms of employment which the said employees enjoyed as at date

AND THIS COURT DOTH FURTHER ORDER that the Transferor Company do prepare its accounts upto the close of business on 31st day of August 1978 and shall have the right to hold such general meetings of the Transferor Company and declare such dividends in respect of the period included in those accounts as it shall in its absolute discretion think fit AND THIS COURT DOTH FURTHER ORDER that the excess of the value of net assets over the subscribed and paid-up capital based on the Balance Sheet of the Transferor Company as on the Appointed Day will, to the extent of the accounts respectively appearing as Development Rebate Reserve and Investment Allowance Reserve in the Balance Sheet, be the Development Rebate Reserve and the Investment Allowance Reserve of the Transferee Company and as to the amounts appearing in such Balance Sheet as the General Reserve and the balance on the Profit and Loss Account of the Transferor Company be the General Reserve and the balance on the Profit and Loss Account of the Transferee Company respectively AND THIS COURT DOTH FURTHER DECLARE that there shall be no consideration of any nature whatsoever paid by the Transferee Company to the Transferor Company AND THIS COURT DOTH FURTHER ORDER that the Transferor Company do within thirty days of the date of sealing of this Order cause a certified copy of this Order to be delivered to the Registrar of Companies, Maharashtra, Bombay, for registration and on such certified copy being so delivered the Transferor Company shall be dissolved and the Registrar of Companies, Maharashtra, Bombay, shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said two companies shall be consolidated accordingly AND THIS COURT DOTH FURTHER ORDER that the parties to the Arrangement embodied in the Scheme of Amalgamation sanctioned herein or any other person or persons interested therein shall be at liberty to apply to this Honourable Court for any directions that may be necessary in regard to the working of the Arrangement embodied in the Scheme of Amalgamation sanctioned herein and in the above matter AND THIS COURT DOTE LASTLY ORDER that the Transferor Company do pay the sum of Rs. 300/- (Rupees Three hundred only) to the Regional Director, Company Law Board, Bombay as costs of this Petition WITNESS BALAKRISHNA NARHAR DESITAUKH, ESQUIRE, Chief Justice at Bombay aforesaid, this 9th day of January, 1980.

By the Court,

Sd/- I. S. Mecwan

For PROTHONOTARY & SENIOR MASTER



Sd/- I. S. Mecwan

Sealer

This 14th day of January, 1980.

ORDER sanctioning Scheme of Amalgamation drawn on Application of MESSRS CRAWFORD BAYLEY AND COMPANY, Advocates for the Petitioner.

SCHEDULE 'A'**SCHEME OF AMALGAMATION OF RALLI CHEMICALS LIMITED
WITH
RALLIS INDIA LIMITED**

1. With effect from the First day of September, 1978 (hereinafter called "the Appointed Day") the entire undertaking and all the property, moveable or immoveable, and other assets, of whatsoever nature, including patents, patent rights, quota rights, cash balances, revenue balances, investments and all other interests and rights, licences and powers of every kind, nature and description of Ralli Chemicals Limited (hereinafter called "the Transferor Company") shall, without further act or deed, be transferred to and vested in or deemed to be transferred to and vested in Rallis India Limited (hereinafter called "the Transferee Company").

2. With effect from the Appointed Day, all debts, liabilities, reserves duties and obligations of the Transferor Company shall also be transferred or deemed to be transferred, without further act or deed, to the Transferee Company, so as to become the debts, liabilities, duties and obligations of the Transferee Company.

3. With effect from the Appointed Day, the Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities for and on account of the Transferee Company until the Effective Date referred to in Clause 13 hereof. From the Appointed Day, the Transferor Company shall carry on its business with proper prudence, and shall not, without the concurrence of the Transferee Company, alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employees. Profits accruing to the Transferor Company or losses arising or incurred by it after the Appointed Day upto the Effective Date shall for all purposes be treated as the profits or losses of the Transferee Company, as the case may be.

4. All proceedings by or against the Transferor Company pending at the Effective Date and relating to the undertakings, property, rights, powers, liabilities, obligations and duties of the Transferor Company shall be continued and enforced by or against the Transferee Company, as the case may be.

5. The Transferee Company undertakes on the Scheme of Amalgamation becoming fully effective in accordance with the provisions of Section 391 and 394 of the Companies Act, 1956 to engage from the Effective Date all employees who may be in service with the Transferor Company on the aforesaid date on terms not less favourable than the terms of employment which the said staff enjoyed as at date.

6. The Transferor Company shall prepare its accounts upto the close of business of 31st August, 1978 and shall have the right to hold such general meetings of the Company and declare such dividends in respect of the period included in those accounts as it shall in its absolute discretion think fit.

7. The excess of the value of net assets over the subscribed and the paid-up capital based on the Balance Sheet of the Transferor Company as on the Appointed Day will, to the extent of the accounts respectively appearing as Development Rebate Reserve and Investment Allowance Reserve in the Balance Sheet, be the Development Rebate Reserve and Investment Allowance Reserve of the Transferee Company and as to the amounts appearing in such Balance Sheet as the General Reserve and the balance on the Profit and Loss Account of the Transferor Company respectively.

8. There shall be no consideration of any nature whatsoever paid by the Transferee Company to the Transferor Company.

9. On the Scheme being agreed to by the requisite majorities by the members of the Transferor Company and by members of the Transferee Company, or if required, by the requisite majority or majorities of each class of members of the Transferee Company, respectively, each

of them, the Transferor Company and the Transferee Company shall, with reasonable despatch, apply to the High Court of Judicature, Bombay, for sanctioning the Scheme of Amalgamation under Section 391 of the Companies Act, 1956, and for an Order or Orders under Section 394 of the Companies Act, 1956 for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

10. The Transferor Company shall, if required by law, with reasonable despatch apply to the Central Government for sanctioning the Scheme of Amalgamation under Section 23 of the Monopolies and Restrictive Trade Practices Act, 1969.

11. The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modifications of this Scheme which the Court may deem fit to approve or impose and may give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to its implementation and in any matter connected therewith.

12. This Scheme is conditional on and subject to :—

- (a) The Scheme being agreed to by the requisite majorities as are referred to in Clause 9 hereof (both on behalf of the Transferor Company and the Transferee Company) and the requisite Order or Orders referred to in Clause 9 being obtained.
- (b) Such other sanctions and approvals as may be required by law in respect of the Scheme being obtained.

13. This Scheme, although operative from the Appointed Day shall take effect finally upon and from the date on which any of the said aforesaid sanctions or approvals or Orders shall be last obtained, which shall be Effective Date for the purpose of this Scheme.

14. In the event of this Scheme failing to take effect finally before the 31st December, 1979 or within such further period or periods as may be agreed to between the Transferor Company (by its Directors) and the Transferee Company (by its Directors), this Scheme shall become null and void and in the event no rights and liabilities whatsoever shall accrue or be incurred *inter se* to or by the parties or any of them.

APPENDIX IX

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO. 377 OF 1982
 CONNECTED WITH
 COMPANY APPLICATION NO. 229 OF 1982.

Coram : Lentin J.

Date : 30th March, 1983

IN THE MATTER of the Companies
 Act I of 1956;

And

IN THE MATTER of Rallis India
 Limited, a Company incorporated
 under the Indian Companies Act, 1913
 and having its Registered Office at Ralli
 House, 21, Damodardas Sukhadvala
 Marg, Bombay-400 001.

Rallis India Limited, a Company
 incorporated under the Indian
 Companies Act, 1913 and having
 its Registered Office at Ralli House,
 21, Damodardas Sukhadvala Marg,
 Bombay-400 001.

Petitioner

Upon the Petition of Rallis India Limited, the Petitioner Company abovenamed (hereinafter referred to as "Transferee Company") herein solemnly declared on the 15th day of September, 1982 and presented to this Court on the 15th day of September, 1982 for sanction of an Arrangement embodied in the Scheme of Amalgamation of Whiffens (India) Limited (hereinafter referred to as "the Transferor Company") with Rallis India Limited, the Transferee Company and for consequential reliefs as in the Petition mentioned AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mr. BEHRAM KAIKHUSHROO LASKARI sworn on the 15th day of September, 1982 verifying the said Petition AND UPON READING the Affidavit of SUKUMARAN UNNI K. MENON solemnly affirmed on 4th November, 1982 showing the list of creditors of the Petitioner Company as on 30th June, 1982, whom the Petitioner Company owed Rs. 10,00,000 (Rupees Ten lacs) and above AND UPON READING the Affidavit of Mr. SUKUMARAN UNNI K. MENON solemnly affirmed on the 6th day of December, 1982 showing the publications in the newspapers viz. (1) issue of Indian Express dated 22nd day of November, 1982 and (2) Marathi daily issue Loksatta dated 22nd November, 1982 of the Notice of Hearing of the said Petition and proving service of the Notice of Hearing of the said Petition on the 62 Creditors of the Transferee Company of the value of over Rs. 3,00,000/- as on the 30th day of June, 1982, as directed by the Order herein dated the 4th day of November, 1982 AND UPON PERUSING the issues of Indian Express and Loksatta dated 22nd November, 1982 containing the said two advertisements AND UPON PERUSING the Affidavit of Ramakant Sakharam Savant solemnly affirmed on 3rd December, 1982 proving service of the Notice of Hearing of the Petition on the Regional Director, Company Law Board AND UPON READING the Order dated the 8th day of July, 1982 passed by this Honourable Court in Company Application No. 229 of 1982, whereby the Transferee Company was ordered to convene a meeting of its members holding Ordinary Shares for the purpose of considering and, if thought fit, approving, with or without modification, the Arrangement embodied in the Scheme of Amalgamation of the Transferor Company with the Transferee Company and

annexed as Exhibit 'C' to the Affidavit of Mr. BEHRAM KAIKHUSHROO LASKARI sworn on the 30th day of June, 1982 in support of the said Company Application No. 229 of 1982 AND UPON PERUSING the issues of the "Indian Express" dated the 29th day of July, 1982 and the "Loksatta" also dated the 29th day of July, 1982 each containing the advertisement of the said Notice convening the said Meeting directed to be held by the said Order dated the 8th day of July, 1982, AND UPON READING the Affidavit of Mr. BEHRAM KAIKHUSHROO LASKARI sworn on the 11th day of August, 1982 proving the publication and despatch of the Notice convening the said Meeting AND UPON READING the Report dated the 9th day of September, 1982 of Dr. FREDOON ARDESHIR MEHTA, the Chairman of the Meeting of the members holding Ordinary Shares of the Transferee Company as to the result of the said Meeting held on the 23rd day of August, 1982 AND UPON READING the Affidavit of the said Dr. FREDOON ARDESHIR MEHTA sworn on the 9th day of September, 1982 verifying the said Report AND it appearing from the Report of the Chairman of the said Meeting that the said Arrangement embodied in the Scheme of Amalgamation has been approved unanimously by the members of the Transferee Company holding Ordinary Shares present and voting in person or by proxy AND no person entitled to appear at the hearing of the said Petition appearing this day either in support of the said Petition or to show cause against the same AND UPON HEARING Shri F. H. J. Talyarkhan Advocate for the Transferee Company in support of the said Petition and Shri T. R. Rao Advocate for the Regional Director Company Law Board who appears in pursuance of the Notice herein dated the 18th day of November, 1982 under Section 394A of the Companies Act, 1956 and who submits to the orders of the Court, AND UPON PERUSING the Order dated 23rd March, 1983 passed under Section 23(2) of the Monopolies & Restrictive Trade Practices Act, 1969 by the Central Government in respect of the Application of the Petitioner Company under Section 23(2) of the Monopolies & Restrictive Trade Practices Act, 1969 for amalgamation of M/s. Whiffens (India) Limited Transferor Company with Mis. Rallis India Limited Transferee Company xerox copy whereof was taken on record THIS COURT DOT H HEREBY SANCTION the Arrangement embodied in the said Scheme of Amalgamation of WHIFFENS (INDIA) LIMITED, the Transferor Company, with RALLIS INDIA LIMITED, the Transferee Company, as set forth in Exhibit 'C' to the said Petition and also in the Schedule hereto AND DOT H HEREBY DECLARE that the said Scheme of amalgamation be binding on all the Ordinary Shareholders of the Transferee Company and also on the Transferee Company and on the Ordinary Shareholders of the Transferor Company and also on the Transferor Company AND THIS COURT DOT H FURTHER ORDER that with effect from the 1st day of September, 1981 (hereinafter and in the Scheme of Amalgamation sanctioned herein referred to as "the Appointed Day") the entire undertaking and all the property, moveable and immoveable, and other assets, of whatsoever nature, including patents, patent rights, quota rights, cash balances, revenue balances, investments and all other interests and rights, licences and powers of every kind, nature and description of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and do vest in the Transferee Company AND THIS COURT DOT H FURTHER ORDER that with effect from the Appointed Day. i.e. the 1st day of September, 1981 all the debts, liabilities reserves, duties and obligations of the Transferor Company be transferred or deemed to be transferred, without further act or deed, to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and do become the debts, liabilities, reserves, duties and obligations of the Transferee Company AND THIS COURT DOT H FURTHER ORDER that all proceedings pending by or against WHIFFENS (INDIA) LIMITED, the Transferor Company at the Effective Date as provided in Clause 16 of the Scheme of Amalgamation sanctioned herein, be continued and be enforced by or against RALLIS INDIA LIMITED, the Transferee Company AND THIS COURT DOT H FURTHER ORDER that the Transferee Company do issue and allot in accordance with the provisions of Clause 9, 10 and 11 of the Scheme of Amalgamation sanctioned herein to every member of the Transferor Company holding shares in the Transferor

Company on such date as the Board of Directors of the Transferee Company may determine for every six fully paid Ordinary Shares of Rs. 10/- (Rupees ten) each held by him one Ordinary Share of the Transferee Company of Rs. 100/- (Rupees one hundred) each credited as fully paid-up AND THIS COURT DOTH FURTHER ORDER that the Transferee Company do within thirty days after the date of sealing of this Order cause a certified copy of this Order to be delivered to the Registrar of Companies, Maharashtra, Bombay, for registration AND THIS COURT DOTH FURTHER ORDER that on and from the date of the Scheme of Amalgamation sanctioned herein finally taking effect as provided in Clause 16 of the said scheme, the Registrar of Companies, Maharashtra, Bombay shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said two Companies shall be consolidated AND THIS COURT DOTH FURTHER ORDER that the Transferee Company do pay the sum of Rs. 300/- (Rupees Three Hundred only) to the Regional Director Company Law Board as costs of the Petition AND THIS COURT DOTH LASTLY ORDER that the parties to the Arrangement embodied in the Scheme of Amalgamation sanctioned herein or other persons interested therein shall be at liberty to apply to this Honourable Court for any directions that may be necessary for the purpose of carrying out the Arrangement embodied in the Scheme of Amalgamation sanctioned herein WITNESS SHRI MADHUKAR NARAHAR CHANDURKAR, Acting Chief Justice at Bombay aforesaid this 30th day of March, 1983.

By the Court.

Sd/- P. L. Beri

For Prothonotary & Senior Master.



Sd/- S. T. Balimane

Sealer

This 7th day of April, 1983.

ORDER sanctioning Scheme of Amalgamation drawn on Application of MESSRS. CRAWFORD BAYLEY AND COMPANY, Advocates for the Petitioner.

APPENDIX X

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO. 376 OF 1982
 CONNECTED WITH
 COMPANY APPLICATION NO. 228 OF 1982.

Coram : Lentin J.

Date : 30th March, 1983

IN THE MATTER of the Companies
 Act, I of 1956;

And

IN THE MATTER of Whiffens (India)
 Limited, a Company incorporated
 under the Indian Companies Act, 1913
 and having its Registered Office at Ralli
 House, 21, Damodardas Sukhadvala
 Marg, Bombay-400 001.

Whiffens (India) Limited, a Company
 incorporated under the Indian
 Companies Act, 1913 and having
 its Registered Office at Ralli House,
 21, Damodardas Sukhadvala Marg,
 Bombay-400 001.

} Petitioner

Upon the Petition of Whiffens (India) Limited, the Petitioner Company abovenamed (hereinafter referred to as "Transferor Company") herein solemnly declared on the 7th day of September, 1982 and presented to this Court on the 7th day of September, 1982 for sanction of an Arrangement embodied in the Scheme of Amalgamation of Whiffens (India) Limited, the Transferor Company with Rallis India Limited, (hereinafter referred to as "the Transferee Company") and for consequential reliefs as in the Petition mentioned AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mr. ARVIND DATTATRAYA GUPTÉ solemnly affirmed on the 7th day of September, 1982 verifying the said Petition AND UPON READING the Affidavit of Mr. ARVIND DATTATRAYA GUPTÉ solemnly affirmed on the 6th day of December, 1982 showing the publication in the newspapers viz. Indian Express and Loksatta both dated 22nd November, 1982 of the Notice of Hearing of the said Petition and proving service of the Notice of Hearing of the said Petition on all the Creditors of the Transferor Company as on the 30th day of June, 1982, as directed by the Order herein dated the 3rd day of November, 1982 AND UPON PERUSING the advertisements both dated 22nd November, 1982 of Indian Express, Bombay and Loksatta AND UPON READING the Order dated the 8th day of July, 1982 passed by this Honourable Court in Company Application No. 228 of 1982, whereby the Transferor Company was ordered to convene a meeting of its members holding Ordinary Shares for the purpose of considering and if thought fit, approving with or without modification, the Arrangement embodied in the Scheme of Amalgamation of the Transferor Company with the Transferee Company and annexed as Exhibit 'C' to the Affidavit of Mr. ARVIND DATTATRAYA GUPTÉ solemnly affirmed on the 30th day of June, 1982 in support of the said Company Application No. 228 of 1982 and referred to in the Schedule hereto AND UPON PERUSING the issue of the "Indian Express" dated the 28th day of July, 1982 and the "Loksatta" dated the 29th day of July, 1982 each containing the advertisement of the said Notice convening the said Meeting directed to be held by the said Order dated the 8th

day of July, 1982 AND UPON READING the Affidavit of Mr. ARVIND DATTATRAYA GUPTE solemnly affirmed on the 11th day of August, 1982 proving the publication and despatch of the Notice convening the said Meeting AND UPON READING the Report dated the 30th day of August, 1982 of Mr. ARVIND DATTATRAYA GUPTE the Chairman of the Meeting of the members holding Ordinary Shares of the Transferor Company as to the result of the said Meeting held on the 20th day of August, 1982 AND UPON READING the Affidavit of the said Mr. ARVIND DATTATRAYA GUPTE solemnly affirmed on the 1st day of September, 1982 verifying the said Report AND UPON READING the Report dated the 7th day of February, 1983 made under Section 394(2) of the Companies Act, 1956, of the Official Liquidator attached to the Hon'ble Court that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its members or to public interest AND it appearing from the Report of the Chairman of the said Meeting that the said Arrangement embodied in the Scheme of Amalgamation has been approved unanimously by the members of the Transferor Company holding Ordinary Shares present and voting in person or by proxy AND no person entitled to appear at the hearing of the said Petition appearing this day either in support of the said Petition or to show cause against the same AND UPON HEARING Shri F. H. J. Talyarkhan, Advocate for the Transferor Company in support of the said Petition and Shri T. R. Rao, Advocate for the Regional Director, Company Law Board who appears in pursuance of the Notice herein dated the 18th day of November, 1982 under Section 394A of the Companies Act, 1956 and who submits to the orders of the Court and Shri C. D. Paik, Dy. Official Liquidator who appears in person AND UPON PERUSING the Order dated 23rd March, 1983 passed under Section 23(2) of the Monopolies & Restrictive Trade Practices Act, 1969 by the Central Government in respect of the Application for amalgamation of M/s. Whiffens (India) Limited. the Transferor Company with M/s. Rallis India Limited the Transferee Company xerox copy whereof was taken on record THIS COURT DOTH HEREBY SANCTION the Arrangement embodied in the said Scheme of Amalgamation of WHIFFENS (INDIA) LIMITED, the Transferor Company, with RALLIS INDIA LIMITED, the Transferee Company, as set forth in Exhibit 'C' to the said Petition and also in the Schedule hereto AND DOTH HEREBY DECLARE that the said Scheme of Amalgamation be binding on all the Ordinary Shareholders of the Transferor Company and also on the Transferor Company and on the Ordinary Shareholders of the Transferee Company and also on the Transferee Company AND THIS COURT DOTH FURTHER ORDER that with effect from the 1st day of September, 1981 (hereinafter and in the Scheme of Amalgamation sanctioned herein referred to as "the Appointed Day") the entire undertaking and all the property, moveable and immoveable, and other assets, of whatsoever nature, including patents, patent rights, quota rights, cash balances, revenue balances, investments and all other interests and rights, licences and powers of every kind, nature and description of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and do vest in the Transferee Company AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Day, i.e. the 1st day of September, 1981 all the debts, liabilities, reserves, duties and obligations of the Transferor Company be transferred or deemed to be transferred, without further act or deed, to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and do become the debts, liabilities reserves, duties and obligations of the Transferee Company AND THIS COURT DOTH FURTHER ORDER that all proceedings pending by or against WHIFFENS (INDIA) LIMITED, the Transferor Company at the Effective Date as provided in Clause 16 of the Scheme of Amalgamation sanctioned herein, be continued and be enforced by or against RALLIS INDIA LIMITED, the Transferee Company AND THIS COURT DOTH FURTHER ORDER that the Transferee Company do issue and allot in accordance with the provisions of Clauses 9, 10 and 11 of the Scheme of Amalgamation sanctioned herein to every member of the Transferor Company holding shares in the Transferor Company on such date as the Board of Directors of the Transferee Company may determine for every six fully paid Ordinary Shares

of Rs. 10/- each held by him one Ordinary Share of the Transferee Company of Rs. 100/- each credited as fully paid-up AND THIS COURT DOTH FURTHER ORDER that the Transferor Company do within thirty days after the date of sealing of this Order cause a certified copy of this Order to be delivered to the Registrar of Companies, Maharashtra, Bombay, for registration and on and from the date of the Scheme of Amalgamation sanctioned herein finally taking effect as provided in Clause 16 of the said scheme, the Transferor Company shall be dissolved without winding up AND THIS COURT DOTH FURTHER ORDER that the Registrar of Companies, Maharashtra, Bombay shall on and from the date of the Scheme of Amalgamation sanctioned herein finally taking effect as provided in Clause 16 of the said Scheme and the Transferor Company being dissolved, place all the documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said two Companies shall be Consolidated AND THIS COURT DOTH FURTHER ORDER that the Transferor Company do pay the sum of Rs. 300/- (Rupees Three hundred only) to the Regional Director, Company Law Board, Bombay as costs of this Petition AND THIS COURT DOTH LASTLY ORDER that the parties to the Arrangement embodied in the Scheme of Amalgamation sanctioned herein or other persons interested therein shall be at liberty to apply to this Honourable Court for any direction that may be necessary for the purpose of carrying out the Arrangement embodied in the Scheme of Amalgamation sanctioned herein.

WITNESS SHRI MADHUKAR NARAHAR CHANDURKAR, Acting Chief Justice at Bombay aforesaid this 30th day of March, 1983.

By the Court

Sd/- P. L. Beri

For Prothonotary & Senior Master.



Sd/- S. T. Balimane
Sealer

This 7th day of April, 1983.

ORDER sanctioning Scheme of Amalgamation drawn on Application of MESSRS. CRAWFORD BAYLEY AND COMPANY, Advocates for the Petitioner.

SCHEDULE**SCHEME OF AMALGAMATION**

1. With effect from the First day of September, 1981 (hereinafter called “the Appointed Day”) the entire undertaking and all the property, moveable or immoveable, and other assets, of whatsoever nature including patents, patent rights, quota rights, cash balances, revenue balances, investments and all other interests and rights, licences and powers of every kind, nature and description of Whifferis (India) Limited (hereinafter called “the Transferor Company”) shall, without further act or deed, be transferred to and vested in or deemed to be transferred to and vested in Rallis India Limited (hereinafter called “the Transferee Company”).

2. With effect from the Appointed Day, all debts, liabilities, reserves, duties and obligations of the Transferor Company shall also be transferred or deemed to be transferred, without further act or deed, to the Transferee Company, so as to become the debts, liabilities, reserves, duties and obligations of the Transferee Company.

3. With effect from the Appointed Day, the Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities for and on account of the Transferee Company until the Effective Date referred to in Clause 16 hereof. From the Appointed Day, the Transferor Company shall carry on its business with proper prudence, and shall not, without the concurrence of the Transferee Company, alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employees. Profits accruing to the Transferor Company or losses arising or incurred by it after the Appointed Day upto the Effective Date shall for all purposes be treated as the profits or losses of the Transferee Company, as the case may be.

4. All proceedings by or against the Transferor Company pending at the Effective Date and relating to the undertakings, property, rights powers, liabilities, obligations and duties of the Transferor Company shall be continued and enforced by or against the Transferee Company, as the case may be.

5. The Transferee Company undertakes on the Scheme of Amalgamation becoming fully effective in accordance with the provisions of Sections 391 and 394 of the Companies Act, 1956 to engage from the Effective Date all employees who may be in service with the Transferor Company on the aforesaid date on terms not less favourable than the terms of employment which the said Staff enjoyed as at that date.

6. The Transferor Company shall prepare its accounts upto the close of business of 31st August, 1981 and shall have the right to hold such general meetings of the Company and declare such dividends in respect of the period included in those accounts as it shall in its absolute discretion think fit.

7. The excess of the value of the net assets over the subscribed and the paid-up capital based on the Balance Sheet of the Transferor Company as on the Appointed Day will, to the extent of the amounts respective appearing as Development Rebate Reserve and Investment Allowance Reserve in the Balance Sheet, be the Development Rebate Reserve and Investment Allowance Reserve of the Transferee Company and as to the amounts appearing in such Balance Sheet as the General Reserve and the balance on the Profit and Loss Account of the Transferor Company be the General Reserve and the balance on the Profit and Loss Account of the Transferee Company respectively.

8. It is declared as follows :

A. The Authorised, Issued and Subscribed Capital of the Transferor Company is as under:

AUTHORISED :	Rs.
5,00,000 Ordinary Shares of Rs. 10 each	<u>50,00,000</u>
ISSUED AND SUBSCRIBED :	
1,10,840 Ordinary Shares of Rs. 10 each fully paid	<u>11,08,400</u>

B. The Authorised, Issued and Subscribed Capital of the Transferee Company is as under:

AUTHORISED :	Rs.
1,00,000 6% Taxable Cumulative Preference Shares of Rs. 100 each..	1,00,00,000
8,00,000 Ordinary Shares of Rs. 100 each	8,00,00,000
1,00,000 Unclassified Shares of Rs. 100 each	<u>1,00,00,000</u>
	<u>10,00,00,000</u>

ISSUED AND SUBSCRIBED :

75,000 6% Taxable Cumulative Preference Shares of Rs. 100 each fully paid	75,00,000
4,96,039 Ordinary Shares of Rs. 100 each fully paid	<u>4,96,03,900</u>
	5,71,03,900
Add : Amount paid-up on forfeited shares	<u>1,800</u>
	<u>5,71,05,700</u>

9. A. In consideration of the transfers in favour of the Transferee Company under Clauses (1) to (5) hereof, every member of the Transferor Company holding shares in that Company on such date as the Board of Directors of the Transferee Company may determine, shall in respect of every six fully paid Ordinary Shares of Rs. 10/- each held by him, be entitled as of rights to claim and receive from the Transferee Company an allotment of One Ordinary Share of the Transferee Company of Rs. 100/- each credited as fully paid up.

B. In respect of every holding of less than fully paid six Ordinary Shares in the Transferor Company or in excess of six not being an exact multiple of six, a holder shall, for each fully paid Ordinary Share of the Transferor Company, so held by him, be entitled to one fractional certificate each representing one-sixth of an Ordinary Share of the Transferee Company, with the benefit of and subject to the distribution contained in sub-clause C of this Clause.

C. No fractional certificates shall be issued in favour of any member of the Transferor Company but the total number of the fractions shall be consolidated as represents one new Ordinary Share of the Transferee Company, the Board of Directors of the Transferee Company shall make an allotment of such share as fully paid up to such person or persons (including one or more of themselves or one or more of the officers of the Transferee Company) as such Board of Directors may in their absolute discretion select for the purpose of holding and selling the shares so allotted, provided that such Board of Directors may without making an allotment of all or some of the said Ordinary Shares resulting from such consolidation as aforesaid direct the sale of any or all such Ordinary Shares. Every sale under this clause shall be at such price or prices and at such time or times as may be approved by such Board of Directors and upon receipt of the purchase price in respect of such sale, provided such Board of Directors approve of the purchaser or his nominee, such Board of Directors shall allot the

Ordinary Shares covered by such sale to the approved purchaser or nominee. The aggregate sale proceeds of all such sales, after deducting therefrom all costs, charges and expenses of and incidental to the sales, shall be distributed among such members of the Transferor Company as would otherwise have been entitled to such fractions respectively in proportion to their respective entitlements in such fractions.

10. The new Ordinary Shares of the Transferee Company shall rank for dividend, voting rights and in all other respects *pari passu* with the existing Ordinary Shares of the Transferee Company, save and except that such Ordinary Shares shall not confer any right to any dividend declared for the accounting year of the Transferee Company ended on 31st August, 1981.

11. (a) Any member of the Transferor Company who dissents from the Scheme shall, subject to the provisions of sub-clause (b) hereof, be entitled at his option in lieu of entitlements as provided in Clause 9 hereof to receive from the Transferee Company in cash Rs. 32.50 for every fully paid Ordinary Share held by him in the Transferor Company.

(b) Such option shall be exercised only by a notice in writing sent by the dissenting member to or served upon the Transferor Company by registered post or by hand delivery and received by the Transferor Company not later than thirty days after passing of the resolutions under Clause 12 of this Scheme by the members of the Transferor Company and by depositing along with such notice the relevant share certificate(s) for cancellation by the Transferor Company if any when the Scheme finally takes effect.

(c) No person other than a member who dissents in accordance with and subject to the provisions of sub-clauses (a) and (b) of this clause shall be entitled to exercise the option provided by this Clause.

(d) The exercise of any option shall be irrevocable and shall entitle such dissenting member of the Transferor Company to a cash payment by the Transferee Company in terms of sub-clause (a) of this clause within thirty days after the allotment of the Ordinary Shares in the Transferee Company in terms of Clause 9 hereof.

(e) In case the Scheme shall not finally take effect or becomes null and void, the Transferor Company shall unconditionally return to every such dissenting member the share certificates surrendered by him as aforesaid.

(f) For the purpose of this clause, a dissenting member shall mean a member present in person or by proxy at the meeting of the Transferor Company to consider the Scheme, referred to in Clause 12 hereof who casts his vote against the Scheme.

12. On the Scheme being agreed to by the requisite majorities by the members of the Transferor Company and by the members of the Transferee Company, or if required, by the requisite majority or majorities of each class of members of the Transferee Company, respectively, each of them the Transferor Company and the Transferee Company, shall with reasonable despatch, apply to the High Court of Judicature, Bombay, for sanctioning this Scheme of Amalgamation under Section 391 of the Companies Act, 1956, and for an Order or Orders under Section 394 of the Companies Act, 1956, for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

13. The Transferee Company shall, if required by law, with reasonable despatch, apply to the Central Government for sanctioning this Scheme of Amalgamation under Section 23 of the Monopolies and Restrictive Trade Practices Act, 1969.

14. The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assert to any modification of this Scheme which the Court may deem fit to approve or impose and may give such directions as they may consider necessary to settle any questions or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholder of the respective companies).

15. This Scheme is conditional on and subject to :—

- (a) The Scheme being agreed to by the requisite majorities as are referred to in Clause 12 hereof (both on behalf of the Transferor Company and the Transferee Company) and the requisite order or orders referred to in Clause 12 being obtained.
- (b) The sanction and approval of the Transferee Company under Section 81 and other applicable provisions, if any, of the Companies Act, 1956, being obtained for the issue of Ordinary Shares of Rs. 100/- each in the Transferee Company to the members of the Transferor Company and the consent of the Controller under the Capital Issues (Control) Act, 1947, being obtained by the Transferee Company for such issue and allotment and of the Reserve Bank of India, as may be necessary for the issue and allotment of shares of the Transferee Company to non-resident shareholders of the Transferor Company.
- (c) Such other sanctions and approvals as may be required by law in respect of the Scheme being obtained.

16. This Scheme, although operative from the Appointed Day, shall take effect finally and from the date on which any of the aforesaid sanctions or approvals or orders shall be last obtained, which shall be the Effective Date for the purpose of this Scheme.

17. In the event of this Scheme failing to take effect finally before the 31st day of December, 1982 or within such further period or periods, as may be agreed upon between the Transferor Company (by its Directors) and the Transferee Company (by its Directors), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred *inter se* to or by the parties or any of them.

APPENDIX XI

Bombay High Court's Order dated 29th January, 1986 sanctioning merger of Protein Products of India Limited

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 155 OF 1985
CONNECTED WITH
COMPANY APPLICATION NO. 361 OF 1984

Coram : Shah J.

Date : 29th January, 1986

IN THE MATTER of the Companies Act, I of 1956;

And

IN THE MATTER of Rallis India Limited, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, Damodardas Sukhadvala Marg, Bombay-400 001.

Rallis India Limited, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House 21, Damodardas Sukhadvala Marg, Bombay - 400 001.

Petitioner

Upon the Petition of Rallis India Limited, the Petitioner Company abovenamed (hereinafter referred to as "the Transferee Company") herein solemnly declared on the 4th day of February, 1985 and presented to this Court on the 4th day of February, 1985 for sanction of an Arrangement embodied in the Scheme of Amalgamation of Protein Products of India Limited (hereinafter referred to as "the Transferor Company") with Rallis India Limited, the Transferee Company and for consequential reliefs as in the Petition mentioned AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Dr. FREDIE ARDESHIR MEHTA sworn on the 4th day of February, 1985 verifying the said Petition AND UPON READING the Affidavit of Mr. Sukumaran Unni K. Menon affirmed on the 11th day of April, 1985 showing the publication in the newspapers viz (1) issue of Indian Express dated 18th March, 1985 and (2) Marathi daily issue Loksatta dated 22nd March, 1985 of the Notice of Hearing of the said Petition and proving service of the Notice of Hearing of the said Petition on the 383 Creditors of the Transferee Company of the value of over Rs. 50,000/- as on the 31st day of October, 1984 as directed by the Order herein dated the 27th day of February, 1985 AND UPON PERUSING the issues of Indian Express dated 18th March, 1985 and Loksatta dated 22nd March, 1985 containing the said two advertisements AND UPON PERUSING the Affidavit of Ramakant Sakharam Savant solemnly affirmed on 16th April, 1985 proving service of the Notice of Hearing of the Petition on the Regional Director, Company Law Board AND UPON READING the Order dated the 22nd day of November, 1984 passed by this Honourable Court in Company Application No. 361 of 1984, whereby the Transferee Company was ordered to convene a meeting of its members holding Ordinary Shares for the purpose of considering and, if thought fit, approving, with or without modification, the Arrangement embodied in the Scheme of Amalgamation of the Transferor Company with the Transferee Company and

annexed as Exhibit 'C' to the Affidavit of Mr. BEHRAM KAIKHUSHROO LASKARI sworn on the 13th day of November, 1984 in support of the said Company Application No. 361 of 1984 AND UPON PERUSING the issues of the "Indian Express" dated the 17th day of December, 1984 and the "Loksatta" also dated the 17th day of December, 1984 each containing the advertisement of the said Notice convening the said Meeting directed to be held by the said Order dated the 22nd day of November, 1984 AND UPON READING the Affidavit of Mr. SUKUMARAN UNNI K. MENON solemnly affirmed on the 8th day of January, 1985 proving the publication and despatch of the Notice convening the said Meeting AND UPON READING the Report dated the 22nd day of January, 1985 of Dr. FREDIE ARDESHIR MEHTA, the Chairman of the Meeting of the members holding Ordinary Shares of the Transferee Company as to the result of the said Meeting held on the 16th day of January, 1985 AND UPON READING the Affidavit of the said Dr. FREDIE ARDESHIR MEHTA sworn on the 22nd day of January, 1985 verifying the said Report AND it appearing from the Report of the Chairman of the said Meeting that the said Arrangement embodied in the Scheme of Amalgamation has been approved unanimously by the members of the Transferee Company holding Ordinary Shares present and voting in person or by proxy AND no person entitled to appear at the hearing of the said Petition appearing this day either in support of the said Petition or to show cause against the same AND UPON HEARING Shri I. M. Chagla with Mr. D. J. Khambhatta Advocates on behalf of Messrs Crawford Bayley & Company Advocates for the Transferee Company in support of the said Petition and Miss S. I. Shah Advocate for the Regional Director. Company Law Board who appears in pursuance of the Notice herein dated the 26th day of March, 1985 under Section 394A of the Companies Act, 1956 and who submits to the orders of the Court THIS COURT DOT H HEREBY SANCTION the Arrangement embodied in the said Scheme of Amalgamation of PROTEIN PRODUCTS OF INDIA LIMITED, the Transferor Company, with RALLIS INDIA LIMITED, the Transferee Company, as set forth in Exhibit 'C' to the said Petition and as specified in the Schedule hereto AND DOT H HEREBY DECLARE that the said Scheme of Amalgamation shall be binding on all the Ordinary Shareholders of the Transferee Company and also on the Transferee Company and on the Equity Shareholders, of the Transferor Company and also on the Transferor Company AND THIS COURT DOT H FURTHER ORDER that with effect from the 1st day of September, 1983 (hereinafter and in the Scheme of Amalgamation sanctioned herein referred to as "the Appointed Day") the entire undertaking and all the property, moveable and immoveable, and other assets of whatsoever nature, including patents, patent rights, quota rights, telex and telephone connections, cash balances, revenue balances, investments and all other interest and rights, licences and powers of every kind, nature and description of the Transferor Company be transferred, without any further act or deed, to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and do vest in the Transferee Company AND THIS COURT DOT H FURTHER ORDER that with effect from the Appointed Day, i.e. the 1st day of September, 1983 all the debts, liabilities, reserves, duties and obligations of the Transferor Company be transferred to and vested in the Transferee Company without any further act or deed, and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and do become the debts, liabilities, reserves, duties and obligations of the Transferee Company AND THIS COURT DOT H FURTHER ORDER that all proceedings pending by or against PROTEIN PRODUCTS OF INDIA LIMITED the Transferor Company at the Effective Date as provided in Clause 17 of the Scheme of Amalgamation sanctioned herein and relating to the undertakings, property, rights, powers, liabilities, obligations, and duties of the Transferor Company be continued and enforced by or against RALLIS INDIA LIMITED, the Transferee Company AND THIS COURT DOT H FURTHER ORDER that the Transferee Company do issue and allot in accordance with the provisions of Clause 9 of the Scheme of Amalgamation sanctioned herein to every member of the Transferor Company holding Equity Shares in the Transferor Company on such date as the Board of Directors of the Transferee Company may determine for every twenty-five fully paid Equity Shares of Rs. 10/- (Rupees Ten) each held by

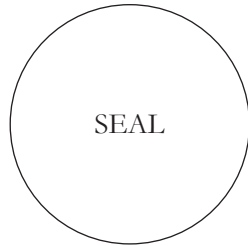
him Two Ordinary Shares of the Transferee Company of Rs.100/- (Rupees one hundred) each credited as fully paid-up AND THIS COURT DOTH FURTHER ORDER that the Transferee Company do within thirty days after the date of sealing of this Order cause a certified copy of this Order to be delivered to the Registrar of Companies, Maharashtra, Bombay for registration AND THIS COURT DOTH FURTHER ORDER that on and from the date of the Scheme of Amalgamation sanctioned herein finally taking effect as provided in Clause 17 of the said Scheme, the Registrar of Companies, Maharashtra, Bombay shall place the documents relating to the Transferor Company which shall be sent to him by the Registrar of Companies, Tamil Nadu, Madras, on the file kept by him in relation to the Transferee Company and consolidate the documents of both the Transferor Company and the Transferee Company AND THIS COURT DOTH FURTHER ORDER that the Transferee Company do pay the sum of Rs. 300/- (Rupees three hundred only) to the Regional Director, Company Law Board as costs of the Petition.

WITNESS SHRI MADHUKAR HIRALAL KANIA, Acting Chief Justice at Bombay aforesaid this 29th day of January, 1986.

By the Court,

Sd/- K. B. Poojari

For PROTHONOTARY & SENIOR MASTER.



Sd/- A. P. Kothari
Sealer

This 27th day of February, 1986.

ORDER sanctioning Scheme of Amalgamation drawn on Application of M/s. Crawford Bayley & Co. Advocates for the Petitioner, having their offices at State Bank Buildings, N.G.N. Vaidya Marg, Bombay-400 023.

APPENDIX XII

IN THE HIGH COURT OF JUDICATURE AT MADRAS
ORIGINAL JURISDICTION

Friday the 24th day of January, 1986.

THE HONOURABLE MR. JUSTICE

Coram : S. A. KADER

Date : 24th January, 1986

CO. P. NO. 14 of 1985.

IN THE MATTER of the Companies
Act, I of 1956.

And

IN THE MATTER of Protein
Products of India Ltd.

Protein Products of India Ltd.

Petitioner

Petition praying that the Scheme of Amalgamation be sanctioned by this court so as to bind all the shareholders of the Transferor Company with that of the Transferee Company effective from the appointed date.

This company petition having been heard on 17-1-1986 and on 21-1-1986 in the presence of Mr. T. Dulip Singh of M/s. King and Partidge, Advocates for the petitioner herein and Mr. R. Shanmugham, Additional Central Government Standing Counsel for the Central Government for the Registrar of Companies Madras and upon reading the order dated 3-12-1984 made in CO. A. No. 1038/84 whereby the said company viz., Protein Products of India Ltd. having its registered office at Sendynalla Ootacamund, the petitioner herein, was directed to convene the meeting of the shareholders of the petitioner (Transferor) company for the purpose of considering and if thought fit approving with or without modification a scheme of amalgamation proposed by the petitioner company. "The Dinakaran" dated 13-12-1984 "The Hindu" dated 15-12-1984 each containing the advertisement of the said notice convening the said meeting directed to be held by the said order dated 3-12-1984 and made in CO. A. No. 1038 of 1984 the company petition, the affidavit of B. K. Laskari, the objection petition filed by the Tamil Nadu Industrial Investment Corporation Limited and the reply affidavit of B. K. Laskari and the report of the Chairman of the said meeting as to the result of the said meeting and it appearing from the said report that the scheme of amalgamation has been approved unanimously and the Company Petition No. 14/1985 and having stood over for consideration till 21-1-1986 and having been ordered on 21-1-1986 and coming on this day before this court for being mentioned in the presence of the said Advocates and Mr. N. S. Varadachari, Advocate for the Tamil Nadu industrial Investment Corporation Ltd. and this court doth holding that the proposal for the scheme of amalgamation of the shareholders of the petitioner transferor company who do not want to become shareholders of the Transferee Company will be entitled to receive only Rs. 20/- for each share of the face value of Rs. 10/- appears quite reasonable and overruling the objection of the said objector this court doth hereby sanction the scheme of amalgamation, more fully set out in the Schedule hereto and DO TH hereby declare the same to be binding on the shareholders of the said company and on the said company and this court DO TH FURTHER ORDER.

(1) That the parties to the Scheme of Amalgamation or other persons interested shall be at liberty to apply to this court for any directions that may be necessary in regard to the working of the scheme of amalgamation.

(2) That the said company do file with the Registrar of Companies a certified copy of this order within 14 days from this date.

WITNESS THE HONOURABLE THIRU MADHUKAR NARHAR
CHANDORKAR, the Chief Justice at Madras aforesaid, this 24th day of January, 1986.

ASSISTANT REGISTRAR

SCHEDULE

THIS AGREEMENT made this 5th day of June, One thousand nine hundred eighty-four between PROTEIN PRODUCTS OF INDIA LIMITED, a company incorporated under the Companies Act, 1956 and having its Registered Office at Sandynalla, Sholur Town Panchayat, Ootacamund-643 237, Tamil Nadu, (hereinafter referred to as "The Transferor Company") of the One Part and Rallis India Limited, a company incorporated under the Indian Companies Act, 1913 and having its Registered Office at 21, Damodardas Sukhadvala Marg, Bombay - 400 001 (hereinafter referred to as "the Transferee Company") of the Other Part.

WHEREAS it is considered desirable for the purpose of economy and efficiency of the administration of the Transferor Company that the said undertaking should be amalgamated with that of the Transferee Company.

AND WHEREAS

A. The Transferor Company is empowered under its Memorandum of Association to amalgamate with any other company or companies and in particular with any company or companies having objects altogether or in part similar to its own objects.

B. The Transferee Company is empowered under its Memorandum of Association to amalgamate with any other company or companies.

C. A Scheme of Amalgamation has been proposed for the amalgamation of the, Transferor Company with the Transferee Company under which the entire undertaking of the Transferor Company including all its assets of whatsoever nature and rights of every kind and description will be transferred to and merged with the Transferee Company upon and subject to the terms and conditions and stipulations contained in the said Scheme.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. Upon execution of this Agreement, the parties hereto shall proceed with the utmost expedition to take all necessary steps for placing the proposed Scheme of Amalgamation which is set out in the Schedule hereto and forms part of this Agreement, before the members or classes of members of the two companies, for consideration and for that purpose make such applications and petitions to the Bombay High Court and/or to the Madras High Court and do all other acts as may be required under the provisions of the Companies Act, 1956.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and year first hereinabove written.

THE COMMON SEAL of the abovenamed PROTEIN PRODUCTS OF INDIA LIMITED was hereunto affixed pursuant to a resolution of the Board of Directors passed in that behalf on the 27th day of February, 1984 in the presence of Mr. D. P. Mehta Director and Mr. K. M. Venkateswaran Secretary of the Company.

Sd/- D. P. Mehta

Sd/- K. M. Venkateswaran

THE COMMON SEAL of the abovenamed RALLIS INDIA LIMITED was hereunto affixed pursuant to a Resolution of the Board of Directors passed in that behalf on 24th February, 1984 in the presence of Dr. F. A. Mehta Director and Mr. B. K. Laskari Secretary of the Company.

Sd/- F. A. Mehta

Sd/- B. K. Laskari

SCHEDULE

SCHEME OF AMALGAMATION

1. With effect from the First day of September, 1983 (hereinafter called “the Appointed Day”) the entire undertaking and all the property, movable and immovable and other assets of whatsoever nature, including patents, patent rights, quota rights, telex and telephone connections, cash balances, revenue balances, investments and all other interests and rights, licences and powers of every kind, nature and description of Protein Products of India Limited (hereinafter called “the Transferor Company”) shall, without further act or deed, be transferred to and vested in or deemed to be transferred to and vested in Rallis India Limited (hereinafter called “the Transferee Company”).
2. With effect from the Appointed Day, all debts liabilities, reserves, duties and obligations of the Transferor Company shall also be transferred or deemed to be transferred, without further act or deed, to the Transferee Company so as to become the debts, liabilities, reserves, duties and obligations of the Transferee Company.
3. With effect from the Appointed Day the Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities for and on account of the Transferee Company until the Effective Date referred to in Clause 17 hereof From the Appointed Day, the Transferor Company shall carry on its business with proper prudence and shall not, without the concurrence of the Transferee Company, alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employee. Profits accruing to the Transferor Company or losses arising or incurred by it after the Appointed Day upto the Effective Date shall for all purposes be treated as profits or losses of the transferee Company, as the case may be.
4. All proceedings by or against the Transferor Company pending at the Effective Date and relating to the undertakings, property, right, powers, liabilities, obligations and duties of the Transferor Company shall be continued and enforced by or against the Transferee Company, as the case may be.
5. The Transferee Company undertakes on the Scheme of Amalgamation becoming fully effective in accordance with the provisions of Sections 391 and 394 of the Companies Act, 1956 to engage from the Effective Date all employees who may be in service with the Transferor Company on the aforesaid date on terms not less favourable than the terms of employment which the said staff enjoyed as at that date.
6. The Transferor Company shall prepare its accounts upto the close of business on 31st August, 1983 and shall have a right to hold such general meetings of the Company and declare such dividends in respect of the period included in these accounts as it shall in its absolute discretion think fit.
7. The excess of the value of the net assets over the subscribed and the paid-up capital based on the Balance Sheet of the Transferor Company as on the Appointed Day will, to the extent of the amounts respectively appearing as Development Rebate Reserve, Investment Allowance Reserve and Preference Shares Redemption Reserve in the Balance Sheet be the Development Rebate Reserve, Investment Allowance Reserve and Preference Shares Redemption Reserve of the Transferee Company and as to the amounts appearing in such Balance Sheet as the General Reserve of the Transferor Company be the General Reserve of the Transferee Company respectively.

8. It is declared as follows :

A. The Authorised, Issued and Subscribed Capital of the Transferor Company as on 1-9-1983 is as under:

AUTHORISED:

Shares of Rs. 10/- each :

7,50,000	9.5% Redeemable Cumulative Preference Shares	75,00,000
20,00,000	Equity Shares	<u>2,00,00,000</u>
		<u>2,75,00,000</u>

ISSUED AND SUBSCRIBED :

Shares of Rs. 10/- each fully paid-up:

2,50,000	9.5% Redeemable Cumulative Preference Shares	25,00,000
9,00,000	Equity Shares	<u>90,00,000</u>
		<u>1,15,00,000</u>

B. The Authorised, Issued and Subscribed Capital of the Transferee Company is as under:

AUTHORISED:

Shares of Rs. 100/- each :

1,00,000	6% Cumulative Preference Shares	1,00,00,000
8,00,000	Ordinary Shares	8,00,00,000
1,00,000	Unclassified Shares	<u>1,00,00,000</u>
		<u>10,00,00,000</u>

ISSUED AND SUBSCRIBED:

Shares of Rs. 100/- each fully paid-up:

75,000	6% Taxable Cumulative Preference Shares	75,00,000
5,47,843	Ordinary Shares	<u>5,47,84,300</u>
		6,22,84,300
	<i>Add</i> : Amount paid-up on forfeited shares	<u>1,800</u>
		<u>6,22,86,100</u>

9. (a) In consideration of the transfers in favour of the Transferee Company under Classes (1) to (5) hereof, every member of the Transferor Company holding Ordinary Shares in that Company, except the Transferee Company and its subsidiary companies on such date as the Board of Directors of the Transferee Company may determine, shall in respect of every 25 fully paid Ordinary Shares of Rs. 10/- each held by him, be entitled as of right to claim and receive from the Transferee Company an allotment of Two Ordinary Shares of the Transferee Company of Rs. 100/- each credited as fully paid-up.

(b) In respect of every holding of less than 25 fully paid Ordinary Shares in the Transferor Company or in excess of not being an exact multiple of 25, a holder shall, for each fully paid Ordinary Share of the Transferor Company so held by him, be entitled to one fractional certificate each representing 2/25th of an Ordinary Share of the Transferee Company, with the benefit of and subject to the distribution contained in sub-clause C of this clause.

(c) No fractional certificate shall be issued in favour of any member of the Transferor Company holding Ordinary Shares but the total number of the fractions shall be consolidated

as represents one new Ordinary Share of the Transferee Company, the Board of Directors of the Transferee Company shall make an allotment of such share as fully paid to such person or persons (including one or more of themselves or one or more of the officers of the Transferee Company) as such Board of Directors may in their absolute discretion select for the purpose of holding and selling the shares so allotted, provided that such Board of Directors may without making an allotment of all or some of the said Ordinary Shares resulting from such consolidation as aforesaid direct the sale of any or all such Ordinary Shares. Every sale under this clause shall be at such price or prices and at such time or times as may be approved by such Board of Directors and upon receipt of the purchase price in respect of such sale, provided such Board of Directors approve of the Purchaser or his nominee, such Board of Directors shall allot the Ordinary Shares covered by such sale to the approved purchaser or nominee. The aggregate sale proceeds of all such sales, after deducting therefrom all costs, charges and expenses of and incidental to the sales, shall be distributed among such members of the Transferor Company holding Ordinary Shares as would otherwise have been entitled to such fractions respectively in proportion to their respective entitlements in such fractions.

10. The new Ordinary Shares of the Transferee Company shall rank for dividend, voting rights and in all other respects *pari passu* with the existing Ordinary Shares of the Transferee Company, save and except that such Ordinary Shares shall not confer any right to any dividend declared for the accounting year of the Transferee Company ended on 31st August, 1983.

11. If at any time between the Appointed Day and the Effective Date the Transferee Company shall capitalise profits by way of a bonus issue of equity shares to its members the number of shares and/or fractional certificates as the case may be to be allotted by the Transferee Company to each member of the Transferor Company pursuant to the provisions of Clauses 9A, 9B and 9C hereof shall be such number of shares and/or fractional certificates as is arrived at by multiplying the number of shares and/or fractional certificates to which he shall but for the provisions of this sub-clause become entitled, by a fraction the numerator of which shall be the total number of equity shares of the Transferee Company constituting its subscribed equity share capital immediately after the allotment of such bonus shares and the denominator of which shall be the total number of equity shares of the Transferee Company constituting its subscribed equity share capital immediately before the allotment of such bonus shares.

12. (a) Any member of the Transferor Company holding Ordinary Shares who dissents from the Scheme and/or who does not wish to receive the Transferee Company's shares in lieu of his shareholding in the Transferor Company, shall subject to the provisions of sub-clause (b) hereof, be entitled at his option in lieu of his entitlements as provided in Clause 9 hereof to receive from the Transferee Company in cash Rs. 20/- for every fully paid Ordinary Share held by him in the Transferor Company.

(b) Such option shall be exercised only by a notice in writing sent by the dissenting member to or served upon the Transferor Company by registered post or by hand delivery and received by the Transferor Company not later than thirty days after passing of the resolutions under Clause 12 of this Scheme by the members of the Transferor Company holding Ordinary Shares and by depositing along with such notice the relevant share certificate(s) for cancellation by the Transferor Company if and when the Scheme finally takes effect.

(c) No person other than a member who dissents in accordance with and subject to the provisions of sub-clauses (a) and (b) of this clause shall be entitled to exercise the option provided by this Clause.

(d) The exercise of any option shall be irrevocable and shall entitle such dissenting member of the Transferor Company holding Ordinary Shares to a cash payment by the Transferee Company in terms of sub-clause (a) of this clause within thirty days after the allotment of the Ordinary Shares in the Transferee Company in terms of Clause 9 hereof.

(e) In case the Scheme shall not finally take effect or becomes null and void, the Transferor Company shall unconditionally return to every such dissenting member the share certificates surrendered by him as aforesaid.

(f) For the purpose of this clause, a dissenting member shall mean a member present in person or by proxy at the meeting of the Transferor Company to consider the Scheme, referred to in Clause 13 hereof, who casts his vote against the Scheme.

13. On the Scheme being agreed to by the requisite majorities by the members of the Transferor Company and by the members of the Transferee Company, or if required, by the requisite majority of members of the Transferor Company holding Ordinary Shares, each of them the Transferor Company and the Transferee Company, shall with reasonable despatch, apply to the High Courts of Judicature at Madras and Bombay respectively for sanctioning this Scheme of Amalgamation under Section 391 of the Companies Act, 1956 and for an Order or Orders under Section 394 of the Companies Act, 1956 for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

14. The Transferee Company shall, if required by law, with reasonable despatch, apply to the Central Government for sanctioning this Scheme of Amalgamation under Section 23 of the Monopolies and Restrictive Trade Practices Act, 1969.

15. The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modification of this Scheme which the Courts may deem fit to approve or impose and may give such directions as they may consider necessary to settle any questions or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith; (including any question or difficulty arising in connection with any deceased or insolvent shareholder of the respective companies).

16. This Scheme is conditional on and subject to :

(a) The Scheme being agreed to by the requisite majorities as are referred to in Clause 13 hereof (both on behalf of the Transferor Company and the Transferee Company) and the requisite order or orders referred to in Clause 13 being obtained.

(b) The sanction and approval of the Transferee Company under Section 81 and other applicable provisions, if any, of the Companies Act, 1956 being obtained for the issue of Ordinary Shares of Rs. 100/- each in the Transferee Company to the members of the Transferor Company and the consent of the Controller under the Capital Issues (Control) Act, 1947 being obtained by the Transferee Company for such issue and allotment and of the Reserve Bank of India, as may be necessary for the issue and allotment of shares of the Transferee Company to non-resident shareholders of the Transferor Company.

(c) Such other sanctions and approvals as may be required by law in respect of the Scheme being obtained.

17. This Scheme, although operative from the Appointed Day, shall take effect finally and from the date on which any of the aforesaid sanctions or approvals or orders shall be last obtained, which shall be the Effective Date for the purpose of this Scheme.

18. In the event of this Scheme failing to take effect finally before the 31st day of December, 1984 or within such further period or periods as may be agreed upon, between the Transferor Company (by its Directors) and the Transferee Company (by its Directors), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred *inter se* to or by the parties or any of them.

APPENDIX XIII

THIS AGREEMENT made this 15th day of December, 1988, between RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, Damodardas Sukhadvala Marg, Bombay 400 001 (hereinafter called 'the Company') of the One Part and Mr. Vijay Rai, (hereinafter called Mr. Rai or the 'Managing Director' as the case may be) of the Other Part.

WHEREAS the Members of the Company have at the Annual General Meeting of the Company held on 25th October, 1988 approved the appointment of Mr. Rai as the Managing Director of the Company with effect from 22nd September, 1988 and Mr. Rai has agreed to serve the Company on the terms and conditions hereinafter contained.

AND WHEREAS the managerial remuneration payable to Mr. Rai is in accordance with the terms stipulated in Schedule XIII annexed to the Companies Act, 1956 ('the Act'), the appointment of Mr. Rai as the Managing Director for a period of five years with effect from 22nd September, 1985 on the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows :

1. The appointment of Mr. Rai as the Managing Director of the Company is in accordance with the provisions of Section 269 and subject to the provisions of Sections 198, 309 and other applicable provisions of the Act and subject as hereinafter provided, this Agreement shall remain in force for a period of five years commencing from 22nd September, 1988.

2. Mr. Rai's position and designation shall be 'Managing Director'.

3. Mr. Rai shall serve the Company as the Managing Director during the continuance of this Agreement and shall exercise substantial powers of management, subject to the superintendence, control and directions by the Board of Directors and/ or the Chairman either alone or jointly with any other person or persons as shall from time to time be determined by the Board. Mr. Rai shall devote his whole time and attention to the business and the affairs of the Company and shall perform such other duties as shall from time to time be entrusted to him by the Board of Directors and/or the Chairman.

4. The Managing Director shall not have the following powers :

- (a) the power to make calls on shareholders in respect of moneys unpaid on shares in the Company;
- (b) the power to issue debentures and
- (c) the power to invest the funds of the Company in shares, stocks and securities.

5. The Managing Director undertakes to the best of his skill and ability to use his utmost endeavours to promote the interest and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may from time to time be given by the Chairman and the Board of Directors of the Company.

6. As from 22nd September, 1988 for the period of the Agreement and so long as the Managing Director performs the services and complies with the terms and conditions as set out in this Agreement, he shall be entitled to the following remuneration :

Subject to the ceiling limits laid down in Sections 198 and 309 of the Companies Act, 1956 remuneration by way of salary, commission and perquisites shall not exceed the following limits, namely :

- (a) Salary of Rs. 15,000 per month.
- (b) Commission — 1% on the net profits of the Company, subject to a ceiling of 50% of the salary or Rs. 90,000 per annum, whichever is less.
- (c) Perquisites — shall be restricted to an amount equal to the annual salary or Rs. 1,35,000 per annum, whichever is less, in case the Managing Director is posted at Bombay, Calcutta, Delhi and Madras and an amount equal to the annual salary or Rs. 1,15,000 per annum, whichever is less, in case the Managing Director is posted at any other place.

PART 'A'

- (i) Housing I — The expenditure by the Company on hiring unfurnished accommodation for the Managing Director will be subject to the following ceilings :
 - (a) Bombay, Calcutta, Delhi and Madras — Sixty per cent of the salary, over and above ten per cent payable by the Managing Director.
 - (b) Other Places — Fifty per cent of the salary, over and above ten per cent payable by the Managing Director.

Housing II — In case the accommodation is owned by the Company, ten per cent of the salary of the Managing Director shall be deducted by the Company.

Housing III — In case no accommodation is provided by the Company, the Managing Director shall be entitled to house rent allowance subject to the ceilings laid down in Housing I.

Explanation : The expenditure incurred by the Company on gas, electricity, water and furnishings shall be valued as per the Income-tax Rules, 1962. This shall, however, be subject to a ceiling, of ten per cent of the salary of the Managing Director.

- (ii) Medical Reimbursement — Expenses incurred for the Managing Director and his family subject to a ceiling of one month's salary in a year or three months' salary over a period of three years.
- (iii) Leave Travel Concession — For the Managing Director and his family once in a year incurred in accordance with any Rules specified by the Company.
- (iv) Club Fees — Fees of clubs subject to a maximum of two clubs. This will not include admission and life membership fees.
- (v) Personal Accident Insurance — Premium not to exceed Rs. 1,000/- per annum.

For the purpose of this Part 'Family' means the spouse, dependent children and dependent parents of Mr. Rai.

PART 'B'

- (i) Contribution to the Provident Fund, Superannuation Fund or Annuity Fund will not be included in the computation of the ceiling on perquisites to the extent these either singly or put together are not taxable under the Income-tax Act.
- (ii) Gratuity not exceeding half a month's salary for each completed year of service subject to a ceiling of Rs. 1,00,000.

PART 'C'

Provision of car for use on Company's business and telephone at residence will not be considered perquisites. Personal long distance calls and use of car for private purposes shall be billed by the Company to the Managing Director.

Minimum Remuneration :

In the event of loss or inadequacy of profits during the aforesaid period, the salary payable shall be reduced by ten per cent.

7. If at any time the Managing Director ceases to be a Director of the Company for any cause whatsoever, he shall cease to be the Managing Director.

8. The Managing Director is appointed by virtue of his employment in the Company and his appointment is subject to the provisions of Section 283(1) of the Companies Act. 1956.

9. The Managing Director shall not be interested directly or indirectly in any business or activity of any nature whatsoever other than the business of the Company and shall not supplement his earnings under this Agreement with any buying or selling commission. In particular, the Managing Director shall not, so Long as he functions as such, become interested or otherwise concerned directly or through his wife and/or minor children in any selling agency of the Company without the prior approval of the Central Government.

10. Mr. Rai shall not either during or after termination of his appointment hereunder divulge, disclose, make known or communicate to any person, firm, company or concern unless required by the Board or except to such of the executives of the Company whose province it is to know the same or himself make use of any of the Company's secrets or any other information which he may acquire, receive or obtain in relation to the Company's affairs or to the working of any process or invention which is carried on or used by the Company or any other matter which may come to his knowledge in the course of or by reason of his appointment hereunder.

11. The Agreement may be terminated by either, party giving the other party six months' notice.

12. Notwithstanding anything contained in Clause 11 hereof, this Agreement shall terminate on the commencement of the winding up (otherwise than for the purpose of effecting a change in the name of the Company or on a reconstruction) whether voluntarily or otherwise of the Company or in the event of the Company ceasing to carry on business in any of which events the Managing Director shall only be entitled to remuneration under this Agreement provided for in Clause 6(a) hereof.

13. In the event of this Agreement being terminated under the provisions of Clauses 11 or 12 hereof or in the event of the Managing Director dying during the currency of this Agreement. he or his legal representatives as the case may be, shall be entitled to receive from the Company remuneration up to the date of such termination or death.

14. If either during the continuance of this Agreement or afterwards any dispute or difference shall arise between the Company and the Managing Director or his executors or administrators touching this Agreement or the construction of these presents or anything herein contained then (except where hereinbefore otherwise provided) such difference or dispute shall be referred to two arbitrators (one to be appointed by each party) or their umpire pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that respect contained in the Indian Arbitration Act, 1940 or any then subsisting statutory modification thereof.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and the year first above written.

SIGNED SEALED AND DELIVERED by the withinnamed RALLIS INDIA LIMITED in the presence of Mr. D. S. SETH Chairman and Dr. F. A. MEHTA, a Director of the Company pursuant to a Resolution of its Board of Directors passed on 22nd September, 1988.

Sd/- D. S. SETH

Sd/- F. A. MEHTA

SIGNED AND DELIVERED by Mr. Vijay Rai in the presence of Mrs. N. S. Wadia, 21. D. S. Marg, Fort, Bombay - 400 001.

Sd/- V. RAI

APPENDIX XIV

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO. 511 OF 1988
 CONNECTED WITH
 COMPANY APPLICATION NO. 158 OF 1988

IN THE MATTER of the Companies
 Act, 1956; (I of 1956)

And

IN THE MATTER of Rallis India
 Ltd. a company incorporated under
 the Indian Companies Act, 1913 and
 having its Registered Office at Ralli
 House, 21, Damodardas Sukhadvala
 Marg, Bombay - 400 001.

RALLIS INDIA LTD. a Company
 incorporated under the Indian
 Companies Act, 1913 and having
 its Registered Office at Ralli House,
 21, Damodardas Sukhadvala Marg,
 Bombay - 400 001.

Petitioner

Coram : Variava J.

Date : 5th July, 1989,

Upon the Petition of Rallis India Ltd. the Petitioner Company aforesaid solemnly declared on the 30th day of June, 1988 and, presented to this Court on the 30th day of June, 1988 for sanction of the Arrangement embodied in the Scheme of Amalgamation of Ralli Machines Limited (hereinafter referred to as "the Transferor Company") with the Petitioner Company (hereinafter referred to as "the Transferee Company") and for other consequential reliefs as mentioned in the Petition and the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mr. B. K. Laskari dated 30th day of June, 1988 verifying the said Petition AND UPON READING the Affidavit of Mr. B. K. Laskari dated 21st October, 1988 proving publication of the Notice of the hearing of the Petition AND UPON READING the Order dated 27th day of April, 1988 made by this Hon'ble Court in Company Application No. 158 of 1988 whereby the Transferee Company was ordered to convene a separate meeting of its members holding Ordinary shares for the purpose of considering and, if thought fit, approving with or without modification, the Compromise or Arrangement embodied in the Scheme of Amalgamation proposed to be made between the Transferor Company and the Transferee Company being Exhibit 'C' to the Affidavit of Mr. B. K. Laskari dated the 30th day of June, 1988 in support of the said Company Application No. 158 of 1988 AND UPON PERUSING the issue of the Indian Express dated the 16th day of May, 1988 and Loksatta dated the 13th day of May, 1988 both containing the advertisements of the Notice convening the said meetings directed to be held by the said Order dated the 27th day of April, 1988 AND UPON READING the Affidavit of Mr. B. K. Laskari dated 21st day of October, 1988 showing the publication and despatch of the Notices convening the said meetings to be held pursuant to the said Order dated 27th day of April, 1988 AND UPON READING the Report dated 24th June, 1988 of Mr. V. J. Sheth, the Chairman appointed for the said meeting of the members holding Ordinary shares of the Transferee Company as to the result of the said meeting held on 13th June, 1988 and the Affidavit of the said Chairman Mr. V. J. Sheth dated 24th day of June, 1988 verifying the said Report AND IT APPEARING from the said Report of the Chairman of the said meeting of the members holding Ordinary shares of the Transferee Company that the proposed Scheme of Amalgamation has been unanimously approved by the members holding Ordinary Shares of the Transferee Company present and voting in person or by proxy AND UPON READING the affidavit of Mr. R. S. Sawant dated 17th October, 1988 proving service of Notice of hearing of the Petition along with a copy of the Petition AND UPON HEARING Shri I. M. Chagla with Shri J. D. Dwarkadas, Advocates instructed by Messrs Crawford Bayley & Co. Advocates for the Transferee Company appearing in support of the said Petition and Mr. S. L. Rajput a representative from the Regional Director,

Company Law Board, Bombay, who was present AND no other person entitled to appear at the hearing of the Petition appearing this day either in support of the said Petition or to show cause against the same and UPON READING THE ORDER dated 12th May, 1989, passed by the Ministry of Industry, Department of Company Affairs under Section 23(2) of the Monopolies and Restrictive Trade Practices Act. 1969 approving the said Scheme of Amalgamation. THIS COURT DOTH HEREBY SANCTION the Compromise or Arrangement embodied in the Scheme of Amalgamation of the Transferor Company with the Transferee Company as set out in Exhibit 'C' to the Petition and also in the Schedule hereto AND THIS COURT DOTH HEREBY DECLARE the said Scheme of Amalgamation be binding on the Transferor Company and the Transferee Company and all the members of the Transferor Company respectively and the Transferee Company AND THIS COURT DOTH FURTHER ORDER that with effect from the 1st day of June, 1987 (hereinafter referred to as "the Appointed Day") the entire undertaking of the Transferor Company including all the property, movable and immovable and other assets of whatsoever nature, including patent, patent rights, quota rights, telex and telephone connections, cash balances, revenue balances, investments and all other interests and rights. licences and powers of every kind nature and description whatsoever of the Transferor Company for transferring to and vesting in the Transferee Company without any further act or deed with effect from the Appointed Day all the debts, liabilities reserves duties, and obligations of the Transferor Company mentioned in the said Scheme of Amalgamation AND THIS COURT DOTH FURTHER ORDER that all proceedings by or against the Transferor Company pending at the Effective Date as provided in clause 4 of the said Scheme of Amalgamation and relating to the said undertakings property rights, powers, liabilities, obligations and duties of the Transferor Company shall be continued and enforced by or against the Transferee Company. AND THIS COURT DOTH FURTHER ORDER that all the employees who may be in the service with the Transferor Company on the Effective Date (as provided in clause 5 of the said Scheme of Amalgamation) shall be employed with continuity of service by the Transferee Company on terms not less favourable than the terms of employment which they enjoyed as at that date AND THIS COURT DOTH FURTHER ORDER that pursuant to the said Section 394 the Transferee Company shall issue and allot in accordance with the provisions of clause 9 read with clause 12 of the said Scheme of Amalgamation to every member of the Transferor Company holding Equity Shares in the Transferor Company (save and except the Transferee Company) on such date as the Board of Directors of the Transferee Company may determine for every four fully paid equity shares of Rs. 100 (Rupees one hundred) each held by him. ten Ordinary Shares of the Transferee Company of Rs. 10 (Rupees ten) each credited as fully paid-up AND THIS COURT DOTH FURTHER ORDER that the Transferee Company do within 30 days after the date of sealing of this Order cause a certified copy of the Order to be delivered to the Registrar of Companies, Maharashtra, Bombay for registration and that on and from the date of the said Scheme of Amalgamation finally taking effect as provided in Clause 18 of the said Scheme. The Registrar of Companies, Maharashtra, Bombay shall place the documents relating to the Transferor Company which shall be sent to him by the Registrar of Companies, Gujarat on the files kept by him in relation to the Transferee Company and consolidate the documents of both the Transferor Company and the Transferee Company. AND THIS COURT DOTH LASTLY ORDER that the Transferee Company do pay a sum of Rs. 300 (Rupees three hundred) to the Regional Director, Company Law Board, Bombay towards the cost of the said Petition. Witness SHRI SHARADCHANDRA KRISHNAPRASAD DESAI, Acting Chief Justice at Bombay aforesaid this 5th day of July, 1989.

Sd/- K. A. Desai

Sealer

This 11th day of July, 1989

By the Court

Sd/- K. A. Desai

For Prothonotary & Senior Master

Order sanctioning the Scheme of Amalgamation drawn on the application by Messrs Crawford Bayley & Co. Advocates for the Petitioner Company having their office at State Bank Buildings, N. G. N. Vaidya Mars, Fort, Bombay - 400 023.

SCHEDULE**SCHEME OF AMALGAMATION**

1. With effect from the First day of June, 1987 (hereinafter called "the Appointed Day") the entire undertaking and all the property, movable and immovable and other assets of whatsoever nature, including patents, patent rights, quota rights, telex and telephone connections, cash balances, revenue balances, investments and all other interests and rights, licences and powers of every kind, nature and description of Ralli Machines Limited (hereinafter called "the Transferor Company") shall, without further act or deed, be transferred to and vested in or deemed to be transferred to and vested in Rallis India Limited (hereinafter called "the Transferee Company").

2. With effect from the Appointed Day, all debts, liabilities, reserves, duties and obligations of the Transferor Company shall also be transferred or deemed to be transferred, without further act or deed, to the Transferee Company so as to become the debts, liabilities, reserves, duties and obligations of the Transferee Company.

3. With effect from the Appointed Day the Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities for and on account of the Transferee Company until the Effective Date referred to in Clause 18 hereof. From the Appointed Day, the Transferor Company shall carry on its business with proper prudence and shall not, without the concurrence of the Transferee Company, alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employees. Profits accruing to the Transferor Company or losses arising or incurred by it after the Appointed Day upto the Effective Date shall for all purposes be treated as profits or losses of the Transferee Company, as the case may be.

4. All proceedings by or against the Transferor Company pending at the Effective Date and relating to the undertakings, property, rights, powers, liabilities, obligations and duties of the Transferor Company shall be continued and enforced by or against the Transferee Company, as the case may be.

5. The Transferee Company undertakes on the Scheme of Amalgamation becoming fully effective in accordance with the provisions of Section 391 and 394 of the Companies Act, 1956 to engage from the Effective Date all employees who may be in service with the Transferor Company on the Effective Date on terms not less favourable than the terms of employment which the said staff enjoyed as at that date.

6. The Transferor Company shall prepare its accounts upto the close of business on 31st May, 1987 and shall have a right to hold such general meetings of the Company and declare such dividends in respect of the period included in these accounts as it shall in its absolute discretion think fit.

7. The excess of the value of the net assets over the subscribed and the paid-up capital based on the Balance Sheet of the Transferor Company as on the Appointed Day will, to the extent of the amounts respectively appearing as Investment Allowance Reserve, General Reserve or the balance appearing on the Profit and Loss Account in the Balance Sheet be Investment Allowance Reserve, the General Reserve and the Balance on the Profit and Loss Account of the Transferee Company respectively.

8. It is declared as follows :

A. The Authorised, Issued and Subscribed Capital of the Transferor Company as on

31st May, 1987 is as under :

AUTHORISED

Shares of Rs. 100/- each :	Rs.
30,000 Equity Shares	30,00,000
70,006 Unclassified Shares.....	70,00,000
	<u>1,00,00,000</u>

ISSUED AND SUBSCRIBED :

Shares of Rs. 100/- each fully paid-up :

30,000 Equity Shares	<u>30,00,000</u>
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B. The Authorised, Issued and Subscribed Capital of the Transferee Company as on the same date is as under :

AUTHORISED:

Shares of Rs. 100/- each :

10,00,000 Ordinary Shares	10,00,00,000
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ISSUED AND SUBSCRIBED :

Shares of Rs. 100/- each fully paid-up :

5,64,284 Ordinary Shares.....	5,64,28,400
Add : Amount paid-up on forfeited shares	1,800
	<u>5,64,30,200</u>

9. A. In consideration of the transfers in favour of the Transferee Company under Clauses (1) to (5) hereof, every member of the Transferor Company holding Equity Shares in that Company, except the Transferee Company on such date as the Board of Directors of the Transferee Company may determine, shall in respect of every four fully paid Equity Shares of Rs. 100/- each held by him, be entitled as of right to claim and receive from the Transferee Company an allotment of one Ordinary Share of the Transferee Company of Rs. 100/- each credited as fully paid-up.

B. In respect of every holding of less than four fully paid Equity Shares in the Transferor Company or in excess of not being an exact multiple of four, a holder shall, for each fully paid Equity Shares of the Transferor Company so held by him, be entitled to one fractional certificate each representing one-fourth of an Ordinary Share of the Transferee Company, with the benefit of and subject to the distribution contained in sub-clause C of this clause.

C. No fractional certificate shall be issued in favour of any member of the Transferor Company holding Equity Shares but the total number of the fractions shall be consolidated as represents one Ordinary Share of Rs. 100/- of. the Transferee Company and the Board of Directors of the Transferee Company shall make an allotment of such share as fully paid to such person or persons (including one or more of themselves or one or more of the officers of the Transferee Company) as the Board of Directors may in their absolute discretion select for the purpose of holding and selling the shares so allotted, provided that the Board of Directors may without making an allotment of all or some of the said Ordinary Shares resulting from such consolidation as aforesaid direct the sale of any or all such Ordinary Shares. Every sale under this clause shall be at such price or prices and at such time or times as may be approved by the Board of Directors and upon receipt of the purchase price in respect of such sale, provided the Board of Directors approve of the purchaser or his nominee, the Board

of Directors shall allot the Ordinary Shares covered by such sale to the approved purchaser or nominee. The aggregate sale proceeds of all such sales, after deducting therefrom all costs, charges and expenses of and incidental to the sale, shall be distributed among such members of the Transferor Company holding Equity Shares as would otherwise have been entitled to such fractions respectively in proportion to their respective entitlements in such fractions.

10. The new Ordinary Shares of the Transferee Company shall rank for dividend voting rights and in all other respects *pari passu* with the existing Ordinary Shares of the Transferee Company, save and except that such Ordinary Shares shall not confer any right to any dividend declared for the accounting year of the Transferee Company ended on 31st May, 1987.

11. If at any time between the Appointed Day and the Effective Date the Transferee Company shall capitalise profits by way of a bonus issue of Ordinary Shares to its members the number of shares and/or fractional certificates as the case may be to be allotted by the Transferee Company to each member of the Transferor Company pursuant to the provisions of Clauses 9A, 9B and 9C hereof shall be such number of shares and/or fractional certificates as is arrived at by multiplying the number of shares and/or fractional certificates to which he shall but for the provisions of this sub-clause become entitled, by a fraction the numerator of which shall be the total number of ordinary shares of the Transferee Company constituting its subscribed ordinary share capital immediately after the allotment of such bonus shares and the denominator of which shall be total number of ordinary shares of the Transferee Company constituting its subscribed ordinary share capital immediately before the allotment of such bonus shares.

12. If at any time between the appointed day and the effective date the transferee Company sub-divides its existing shares of Rs. 100 each into shares of smaller denomination than fixed by its Memorandum of Association, the number of shares and/or fractional certificates, as the case may be, to be allotted by the Transferee Company to each member of the Transferor Company pursuant to the provisions of clauses 9A, 9B and 9C hereof shall be such number of shares and or fractional certificates as is arrived at by multiplying the number of shares and/or fractional certificates to which he shall, but for the provisions of this clause become entitled, by the same proportion by which each existing share of the Transferee Company is sub-divided.

13. (a) Any member of the Transferor Company holding Equity Shares who dissents from the Scheme and/or who does not wish to receive the Transferee Company's shares in lieu of his shareholding in the Transferor Company, shall subject to the provisions of sub-clause (b) hereof, be entitled at his option in lieu of his entitlements as provided in Clause 9 hereof to receive from the Transferee Company in cash Rs. 200 for every fully paid Equity Shares held by him in the Transferor Company.

(b) Such option shall be exercised only by a notice in writing sent by the dissenting member to or served upon the Transferor Company by registered post or by hand delivery and received by the Transferor Company not later than thirty days after passing of the resolutions under Clause 14 of this Scheme by the members of the Transferor Company holding Ordinary Shares and by depositing along with such notice the relevant share certificate(s) for cancellation by the Transferor Company if and when the Scheme finally takes effect.

(c) No person other than a member who dissents in accordance with and subject to the provisions of sub-clauses (a) and (b) of this clause shall be entitled to exercise the option provided by this Clause.

(d) The exercise of any option shall be irrevocable and shall entitle such dissenting member of the Transferor Company holding Ordinary Shares to a cash payment by the Transferee Company in terms of sub-clause (a) of this clause within thirty days after the allotment of the Ordinary Shares in the Transferee Company in terms of Clause 9 hereof.

(e) In case the Scheme shall not finally take effect or becomes null and void, the Transferor Company shall unconditionally return to every such dissenting member the share certificates surrendered by him as aforesaid.

(f) For the purpose of this clause, a dissenting member shall mean a member present in person or by proxy at the meeting of the Transferor Company to consider the Scheme, referred to in clause 14 hereof, who casts his vote against the Scheme.

14. On the Scheme being agreed to by the requisite majorities by the members of the Transferor Company and by the members of the Transferee Company, or if required, by the requisite majority of members of the Transferor Company holding Equity Shares, each of them, the Transferor Company and the Transferee Company, shall with reasonable despatch, apply to the High Courts of Judicature at Ahmedabad and Bombay respectively for sanctioning this Scheme of Amalgamation under Section 391 of the Companies Act, 1956 and for an Order or Orders under Section 394 of the Companies Act, 1956 for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

15. The Transferee Company and the Transferor Company shall, if required by law, with reasonable despatch, apply to the Central Government for sanctioning this Scheme of Amalgamation under Section 23 of the Monopolies and Restrictive Trade Practices Act, 1969.

16. The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modification of this Scheme which the Courts may deem fit to approve or impose and may give such directions as they may consider necessary to settle any questions or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith; (including any question or difficulty arising in connection with any deceased or insolvent shareholder of the respective companies).

17. This Scheme is conditional on and subject to :

(a) The Scheme being agreed to by the Requisite majorities as are referred to in clause 14 hereof (both on behalf of the Transferor Company and the Transferee Company) and the requisite Order or Orders referred to in Clause 14 being obtained.

(b) The sanction and approval of the Transferee Company under Section 81 and other applicable provisions, if any, of the Companies Act, 1956 being obtained for the issue of Ordinary Shares of Rs. 100/- each in the Transferee Company to the members of the Transferor Company and the consent of the Controller under the Capital Issues (Control) Act, 1947 being obtained by the Transferee Company for such issue and allotment and of the Reserve Bank of India, as may be necessary for the issue and allotment of shares of the Transferee Company to non-resident shareholders of the Transferor Company.

(c) Such other sanctions and approvals as may be required by law in respect of the Scheme being obtained.

18. This Scheme, although operative from the Appointed Day, shall take effect finally and from the date on which any of the aforesaid sanctions or approvals or orders shall be at last obtained, which shall be the Effective Date for the purpose of this Scheme.

19. In the event of this Scheme failing to take effect finally before the 31st day of May, 1988 or within such further period or periods as may be agreed upon between the Transferor Company (by its Directors) and the Transferee Company (by its Directors), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred *inter se* to or by the parties or any of them.

CERTIFIED TO BE A TRUE COPY

This 11th day of July, 1989.

For Prothonotary and Senior Master.

APPENDIX XV

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO. 154 OF 1988
 CONNECTED WITH
 COMPANY APPLICATION NO. 95 OF 1988

IN THE MATTER of the Companies
 Act, 1956 (I of 1956)

And

IN THE MATTER of Ralli Machines
 Limited, a Company incorporated
 under the Companies Act, 1956 and
 having its Registered Office at P. O.
 Baroda Rayon, Udhna, Surat 394 220.

Ralli Machines Limited, a Company
 incorporated under the Companies
 Act, 1956 and having its Registered
 Office at P. O. Baroda Rayon, Udhna,
 Surat 394220.

}
 Petitioner.

CORAM : N. B. PATEL. J.

 DATED 13TH JULY, 1989.

ORDER UNDER SECTION 394

UPON the above petition coming on for hearing on 13th July, 1989 and upon reading the said Petition, the Order dated 29th April, 1988 whereby the said Company was ordered to convene a meeting of the Equity Shareholders of the above Company for the purpose of considering, and if thought fit, approving, with or without modification, the Scheme of Amalgamation proposed to be made between the said Applicant Company and Rallis India Limited, Bombay and annexed to the Affidavit of Shri B. K. Laskari, Director of the Applicant Company filed the 23rd April, 1988, the Gujarat Samachar dated 4th May, 1988 and Times of India, Ahmedabad Edition dated 6th May, 1988 containing the advertisement of the said meeting directed to be held by the said Order dated 29th April, 1988, the affidavit of Shri H. S. Shah filed the 20th day of June, 1988 showing the publication and despatch of the notices convening the said meeting, the Report of Shri H. S. Shah, Deputy Registrar, High Court of Gujarat, the Chairman of the said meeting dated 28th June, 1988 as to the result of the said meeting held on 25th June, 1988 Report of the Official Liquidator dated 29th day of June, 1989 under proviso to Section 394(1) of the Companies Act, 1956 and the Order of the Central Government dated 12-5-1989 approving the said Scheme of Amalgamation under Section 23(2) of The Monopolies and Restrictive Trade Practices Act, 1969 and UPON HEARING SHRI J. M. THAKORE, Advocate General for Shri Ashok C. Gandhi, Advocate for the Petitioner and Shri J. D. Ajmera, Advocate for the Central Government and it appearing from the report that the proposed Scheme of Amalgamation has been approved unanimously.

THIS COURT DOETH ORDER

1. That all the property, rights and powers of the Transferor Company specified in the First, Second and Third parts of the Schedule hereto and all other property rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly, the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same; and

2. That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall, pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and

3. That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and

4. That the Transferee Company do without further application allot to such members of the Transferor Company the shares in Transferee Company in the ratio of one Ordinary Share of the Transferee Company of Rs. 100/- each credited as fully paid-up against four Equity Shares of Rs. 100/- each fully paid-up held by him in the Transferor Company as per the said Scheme of Amalgamation.

5. That the Transferor Company do within thirty days from the date of receipt of the certified copy of this Order cause the Certified Copy of this order to be delivered to the Registrar of Companies, Gujarat, Ahmedabad for Registration and on such certified copy being so delivered the Transferor Company shall be dissolved and the Registrar of Companies, Gujarat, Ahmedabad shall transfer all documents relating to the Transferor Company and registered with him to the Registrar of Companies, Maharashtra, Bombay to be placed on the file kept by him in relation to the Transferee Company and the files relating to the said two companies shall be consolidated accordingly; and

6. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

SCHEDULE

Part-I

(Short description of the Freehold property of the Transferor Company)

.. NIL ..

Part-II

(Short description of the leasehold property of the Transferor Company)

Land bearing Survey No. 36/1, 30/2, 43, 29/2, 39/1, 25/1, 27/2B, 25/2, 36/2, 37/1, 38/2, 39/2, 32/1, 40/1, 42, 37/2/B, 26, 31, 34, 49, 32/2, 37/3, 44, 40/2, 55/1, 46/2, 4B, 33, 37/2A, 38/1, 45, 35, 30/1, 41, 29/1, 46/1, 55/2, 25/3, 25/4, 50/1, 50/2, 30/3, 37/2C, AND 47 together with buildings and structures thereon admeasuring about 90,000 Sq. Fts. forming part of an Industrial Estate belonging to Shri Ram Estate situate at Sachin Surat Road, Udhna, Surat in the Village of Bhedaaur in the Registration District and Sub-District of Surat in the State of Gujarat and bounded -

On the East by	- Western Railway Line
On the South by	- Village of Bhestan
On the West by	- Surat-Sachin Road
On the North by	- Khaddi.

Part-III

(Short description of all stocks, shares, debentures and other choses in action of the Transferor Company.)

.. NIL ..

Dated, this 18th day of July, 1989.

WITNESS, Pulliyangudi Ramaiyapillai Gokulakrishnan, ESQUIRE, CHIEF JUSTICE at Ahmedabad aforesaid this 13th day of July, One Thousand Nine Hundred Eighty Nine.

BY THE ORDER OF THE COURT

(A. H. THAKAR)
JOINT REGISTRAR.

This 18th day of July,
One Thousand Nine Hundred
Eighty Nine.

SEALER

DEPUTY REGISTRAR
This 18th day of July, 1989

Order drawn by

(ASHOK C. GANDHI)
Advocate for the Petitioner.

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 154 OF 1988
CONNECTED WITH
COMPANY APPLICATION NO. 95 OF 1988

In the matter of the Companies Act,
1956, (I of 1956);

And

In the matter of Ralli Machines
Limited, a Company incorporated
under the Companies Act, 1956 and
having its Registered Office at P. O.
Baroda Rayon, Udhna, Surat 394 220.

Ralli Machine's Limited, a Company
incorporated under the Companies
Act, 1956 and having its Registered
Office at P. O. Baroda Rayon, Udhna,
Surat 394 220.

Petitioner.

CORAM : N. B. PATEL, J.

DATED 13Th JULY, 1989.

ORDER ON PETITION

The above Petition coming on for hearing on 13th July, 1989, UPON READING the said Petition, the Order dated 29th April, 1988 whereby the said Company was ordered to convene a meeting of the Equity Shareholders of the above Company for the purpose of considering, and if thought fit, approving, with or without modification, the Scheme of Amalgamation proposed to be made between the said Applicant Company and Rallis India Limited, Bombay and annexed to the Affidavit of Shri B. K. Laskari, Director of the Applicant Company filed the 23rd April, 1988, the Gujarat Samachar dated 4th May, 1988 and Times of India, Ahmedabad Edition dated 6th May, 1988 containing the advertisement of the said meeting directed to be held by the said Order dated 29th April, 1988, the Affidavit of Shri H. S. Shah filed the 20th day of June, 1988 showing the publication and despatch of the notices convening the said meeting, the report of Shri H. S. Shah, Deputy Registrar, High Court of Gujarat, the Chairman of the said meeting dated 28th June, 1988 as to the result of the said meeting held on 25th June, 1988, Report of the Official Liquidator dated 29th day of June, 1989 under proviso to Section 394(1) of the Companies Act, 1956 and the Order of the Central Government dated 12-5-1989 approving the said Scheme of Amalgamation under Section 23(2) of The Monopolies and Restrictive Trade Practices Act, 1969 and UPON HEARING SHRI J. M. THAKORE, Advocate General for Shri Ashok C. Gandhi, Advocate for the Petitioner and Shri J. D. Ajmera, Advocate for the Central Government and it appearing from the report that the proposed Scheme of Amalgamation has been approved unanimously.

THIS COURT DOTH HEREBY SANCTION the Scheme of Amalgamation set-forth in Annexure 'C in terms of para 39(a) to (h) of the Petition herein and in the Schedule hereto, and DOTH HEREBY DECLARE the same to be binding on the Equity Shareholders of the abovenamed Company and also on the said Company.

AND THIS COURT FURTHER ORDER that the parties to the Scheme of Amalgamation or other persons interested shall be at liberty to apply to this Honourable Court for any direction that may be necessary in regard to the working of the said Scheme of Amalgamation and

That the said Company do file with the Registrar of Companies, Gujarat, Ahmedabad a Certified copy of this Order within thirty days from the date of receipt thereof.

SCHEDULE

SCHEME OF AMALGAMATION

(Scheme of Amalgamation as sanctioned by the Honourable Court)

1. With effect from the First day of June, 1987 (hereinafter called "the Appointed Day") the entire undertaking and all the property, movable and immovable and other assets of whatsoever nature, including patents, patent rights, quota rights, telex and telephone connections, cash balances, revenue balances, investments and all other interests and rights, licences and powers of every kind, nature and description of Ralli Machines Limited (hereinafter called "the Transferor Company") shall, without further act or deed, be transferred to and vested in or deemed to be transferred to and vested in Rallis India Limited (hereinafter called "the Transferee Company").
2. With effect from the Appointed Day, all debts, liabilities, reserves, duties and obligations of the Transferor Company shall also be transferred or deemed to be transferred, without further act or deed, to the Transferee Company so as to become the debts, liabilities, reserves, duties and obligations of the Transferee Company,
3. With effect from the Appointed Day the Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities for and on account of the Transferee Company until the Effective Date referred to in Clause 18 hereof. From the Appointed Day, the Transferor Company shall carry on its business with proper prudence and shall not, without the concurrence of the Transferee Company, alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employees. Profits accruing to the Transferor Company or losses arising or incurred by it after the Appointed Day upto the Effective Date shall for all purposes be treated as profits or losses of the Transferee Company, as the case may be.
4. All proceedings by or against the Transferor Company pending at the Effective Date and relating to the undertakings, property, rights, powers, liabilities, obligations and duties of the Transferor Company shall be continued and enforced by or against the Transferee Company, as the case may be.
5. The Transferee Company undertakes on the Scheme of Amalgamation becoming fully effective in accordance with the provisions of Sections 391 and 394 of the Companies Act, 1956 to engage from the Effective Date all employees who may be in service with the Transferor Company on the Effective Date on terms not less favourable than the terms of employment which the said staff enjoyed as at that date.
6. The Transferor Company shall prepare its accounts upto the close of business on 31st May, 1987 and shall have a right to hold such general meetings of the Company and declare such dividends in respect of the period included in these accounts as it shall in its absolute discretion think fit.
7. The excess of the value of the net assets over the subscribed and the paid-up capital based on the Balance Sheet of the Transferor Company as on the Appointed Day will, to the extent of the amounts respectively appearing as Investment Allowance Reserve, General Reserve, or the balance appearing on the Profit and Loss Account in the Balance Sheet be Investment Allowance Reserve, the General Reserve and the Balance on the Profit and Loss Account of the Transferee Company respectively.
8. It is declared as follows :

A. The Authorised, Issued and Subscribed Capital of the Transferor Company as on 1st May, 1987 is as under :

AUTHORISED :	Rs.
30,000 Equity Shares	30,00,000
70,000 Unclassified Shares	<u>70,00,000</u>
	<u><u>1,00,00,000</u></u>

ISSUED AND SUBSCRIBED :

Shares of Rs. 100/- each fully paid-up :

30,000 Equity Shares	<u><u>30,00,000</u></u>
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B. The Authorised, Issued and Subscribed Capital of the Transferee Company as on the same date is as under :

AUTHORISED:	Rs.
Shares of Rs. 100/- each	
10,00,000 Ordinary Shares	10,00,00,000

ISSUED AND SUBSCRIBED :

Shares of Rs. 100/- each fully paid-up

5,64,284 Ordinary Shares	5,64,28,400
Add : Amount paid-up on forfeited shares	<u>1,800</u>
	<u><u>5,64,30,200</u></u>

9. A. In consideration of the transfers in favour of the Transferee Company under Clauses (1) to (5) hereof, every member of the Transferor Company holding Equity Shares in that Company, except the Transferee Company on such date as the Board of Directors of the Transferee Company may determine, shall in respect of every four fully paid Equity Shares of Rs. 100/- each held by him, be entitled as of right to claim and receive from the Transferee Company an allotment of one Ordinary Share of the Transferee Company of Rs. 100/- each credited as fully paid-up.

B. In respect of every holding of less than four fully paid Equity Shares in the Transferor Company or in excess of not being an exact multiple of four, a holder shall, for each fully paid Equity Shares of the Transferor Company so held by him, be entitled to one fractional certificate each representing one-fourth of an Ordinary Share of the Transferee Company, with the benefit of and subject to the distribution contained in sub-clause C of this clause.

C. No fractional certificate shall be issued in favour of any member of the Transferor Company holding Equity Shares but the total number of the fractions shall be consolidated as represents one Ordinary Share of Rs. 100/- of the Transferee Company and the Board of Directors of the Transferee Company shall make an allotment of such share as fully paid to such person or persons (including one or more of themselves or one or more of the officers of the Transferee Company) as such Board of Directors may in their absolute discretion select for the purpose of holding and selling the shares so allotted, provided that such Board of Directors may without making an allotment of all or some of the said Ordinary Shares resulting from such consolidation as aforesaid direct the sale of any or all such Ordinary Shares, Every sale under this clause shall be at such price or prices and at such time or times as may be approved by the Board of Directors and upon receipt of the purchase price in respect of such sale, provided the Board of Directors approve of the purchaser or his nominee, the Board

of Directors shall allot the Ordinary Shares covered by such sale to the approved purchaser or nominee. The aggregate sale proceeds of all such sales, after deducting therefrom all costs, charges and expenses of and incident to the sale, shall be distributed among such members of the Transferor Company holding Equity Shares as would otherwise have been entitled to such fractions respectively in proportion to their respective entitlements in such fractions.

10. The new Ordinary Shares of the Transferee Company shall rank for dividend, voting rights and in all other respects *pari passu* with the existing Ordinary Shares of the Transferee Company, save and except that such Ordinary Shares shall not confer any right to any dividend declared for the accounting year of the Transferee Company ended on 31st May, 1987.

11. If at any time between the Appointed Day and the Effective Date the Transferee Company shall capitalise profits by way of a bonus issue of ordinary shares to its members the number of shares and/or fractional certificates as the case may be to be allotted by the Transferee Company to each member of the Transferor Company pursuant to the provisions of clauses 9A, 9B and 9C hereof shall be such number of shares and/or fractional certificates as is arrived at by multiplying the number of shares and/or fractional certificates to which he shall but for the provisions of this sub-clause become entitled, by a fraction the numerator of which shall be the total number of ordinary shares of the Transferee Company constituting its subscribed ordinary share capital immediately after the allotment of such bonus shares and the denominator of which shall be total number of ordinary shares of the Transferee Company constituting its subscribed ordinary share capital immediately before the allotment of such bonus shares.

12. If at any time between the Appointed Day and the Effective Date the Transferee Company sub-divides its existing shares of Rs. 100/- each into shares of smaller denomination than fixed by its Memorandum of Association, the number of shares and/or fractional certificates, as the case may be to be allotted by the Transferee Company to each member of the Transferor Company pursuant to the provisions of clause 9A, 9B and 9C hereof shall be such number of shares and/or fractional certificates as is arrived at by multiplying the number of shares and/or fractional certificates to which he shall, but for the provisions of this clause become entitled, by the same proportion by which each existing share of the Transferee Company is sub-divided.

13. (a) Any member of the Transferor Company holding Equity Shares who dissents from the Scheme and/or who does not wish to receive the Transferee Company's shares in lieu of his shareholding in the Transferor Company, shall subject to the provisions of sub-clause (b) hereof, be entitled at his option in lieu of his entitlements as provided in Clause 9 hereof to receive from the Transferee Company in cash Rs. 200 for every fully paid Equity Share held by him in the Transferor Company.

(b) Such option shall be exercised only by a notice in writing sent by the dissenting member to or served upon the Transferor Company by registered post or by hand delivery and received by the Transferor Company not later than thirty days after passing of the resolutions under Clause 14 of this Scheme by the members of the Transferor Company holding Ordinary Shares and by depositing along with such notice the relevant share certificate(s) for cancellation by the Transferor Company if and when the Scheme finally takes effect.

(c) No person other than a member who dissents in accordance with and subject to the provisions of sub-clauses (a) and (b) of this clause shall be entitled to exercise the option provided by this Clause.

(d) The exercise of any option shall be irrevocable and shall entitle such dissenting member of the Transferor Company holding Ordinary Shares to a cash payment by the Transferee Company in terms of sub-clause (a) of this clause within thirty days after the allotment of the Ordinary Shares in the Transferee Company in terms of Clause 9 hereof.

(e) In case the Scheme shall not finally take effect or becomes null and void, the Transferor Company shall unconditionally return to every such dissenting member the share certificates surrendered by him as aforesaid.

(f) For the purpose of this clause, a dissenting member shall mean a member present in person or by proxy at the meeting of the Transferor Company to consider the Scheme, referred to in Clause 14 hereof, who casts his vote against the Scheme.

14. On the Scheme being agreed to by the requisite majorities by the members of the Transferor Company and by the members of the Transferee Company. or if required, by the requisite majority of members of the Transferor Company holding Equity Shares, each of them, the Transferor Company and the Transferee Company, shall with reasonable despatch, apply to the High Courts of Judicature at Ahmedabad and Bombay respectively for sanctioning this Scheme of Amalgamation under Section 391 of the Companies Act, 1956 and for an Order or Orders under Section 394 of the Companies Act, 1956 for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

15. The Transferee Company and the Transferor Company shall, if required by law, with reasonable despatch, apply to the Central Government for sanctioning this Scheme of Amalgamation under Section 23 of the Monopolies and Restrictive Trade Practices Act, 1969.

16. The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modification of this Scheme which the Courts may deem fit to approve or impose and may give such directions as they may consider necessary to settle any questions or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith; (including any question or difficulty arising in connection with any deceased or insolvent shareholder of the respective companies).

17. This Scheme is conditional on and subject to :

(a) The Scheme being agreed to by the requisite majorities as are referred to in Clause 14 hereof (both on behalf of the Transferor Company and the Transferee Company) and the requisite Order or Orders referred to in Clause 14 being obtained.

(b) The sanction and approval of the Transferee Company under Section 81 and other applicable provisions, if any, of the Companies Act, 1956 being obtained for the issue of Ordinary Shares of Rs. 100/- each in the Transferee Company to the members of the Transferor Company and the consent of the Controller under the Capital Issues (Control) Act, 1947 being obtained by the Transferee Company for such issue and allotment and of the Reserve Bank of India, as may be necessary for the issue and allotment of shares of the Transferee Company to non-resident shareholders of the Transferor Company.

(c) Such other sanctions and approvals as may be required by law in respect of the Scheme being obtained.

18. This Scheme, although operative from the Appointed Day, shall take effect finally and from the date on which any of the aforesaid sanctions or approvals or orders shall be at last obtained, which shall be the Effective Date for the purpose of this Scheme.

19. In the event of this Scheme failing to take effect finally before the 31st day of December 1988 or within such further period or periods as may be agreed upon between the Transferor Company (by its Directors) and the Transferee Company (by its Directors), this Scheme shall

become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred *infer se* to or by the parties or any of them.

WITNESS, Pulliyangudi Ramaiyapillai Gokulakrishnan, ESQUIRE, CHIEF JUSTICE at Ahmedabad, aforesaid this 13th day of July, One Thousand Nine Hundred Eighty Nine.

BY THE ORDER OF THE COURT

(A. H. THAKAR)
JOINT REGISTRAR.

This 18th day of July One Thousand
Nine Hundred Eighty Nine.

SEALER

DEPUTY REGISTRAR
This 18th day of July, 1989.

Order drawn by

(ASHOK C. GANDHI)
Advocate for the Petitioner.

APPENDIX XVI

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO.118 OF 1989
 CONNECTED WITH
 COMPANY APPLICATION NO. 390 OF 1988

In the matter of the Companies Act,
1956 (I of 1956)

And

In the matter of Rallis India Limited
a Company incorporated under the
Indian Companies Act, 1913 and
having its Registered Office at Ralli
House, 21, Damodardas Sukhadvala
Marg, Bombay 400 001.

Rallis India Limited, a Company)
 Incorporated under the Indian)
 Companies Act, 1913 and having)
 its Registered Office at Ralli House)
 21, Damodardas Sukhadvala Marg,)
 Bombay 400 001)

.....Petitioner.

Coram : D. R. Dhanuka J.

Date : 25th April, 1991

Upon the Petition of Rallis India Limited the Petitioner Company above named solemnly declared on the 13th day of February 1989 and presented to this Court on the 13th day of February, 1989 for sanction of the Arrangement embodied in the Scheme of Amalgamation of Accumax Limited (hereinafter referred to as "the Transferor Company") with the Petitioner Company (hereinafter referred to as "the Transferee Company") and for other consequential reliefs as mentioned in the Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mr. B. K. Laskari dated 13th day of February, 1989 verifying the said Petition AND UPON READING the Affidavit of Mr. B. K. Laskari dated 4th April, 1989 proving publication of the Notice of the hearing of the Petition AND UPON READING the order dated 8th day of December, 1988 made by this Hon'ble Court in Company Application No. 390 of 1988 whereby the Transferee Company was ordered to convene a separate meeting of its members holding Ordinary shares for the purpose of considering and, if thought fit, approving with or without modification, the Compromise or Arrangement embodied in the Scheme of Amalgamation proposed to be made between the Transferor Company and the Transferee Company being Exhibit 'C' to the Affidavit of Mr. B. K. Laskari dated the 7th day of December, 1988 in support of the said Company Application No. 390 of 1988. AND UPON READING the issue of the Indian Express and Loksatta both dated the 20th day of March 1989 containing the advertisements of the Notice convening the said meetings directed to be held by the said Order, dated the 15th day of February, 1989 AND UPON READING the Affidavit of Mr. B. K. Laskari dated 4th day of April, 1989 showing the publication and despatch of the Notices convening the said meetings to be held pursuant to the said Order dated 15th day of February, 1989 AND UPON READING the Report dated 30th January, 1989 of Mr. V. D. Rai, the Chairman appointed for the said meeting of the members holding Ordinary Shares of the Transferee Company as to the result of the said meeting held on 20th January, 1989 and the Affidavit of the said Chairman, Mr. V. D. Rai dated 30th day of January, 1989 verifying the said Report and presented to this Court on 13th February, 1989 AND IT APPEARING from the said Report of the Chairman of the said meeting of the members holding Ordinary shares of the Transferee Company that the proposed Scheme of Amalgamation has been unanimously approved by the members holding Ordinary shares of the Transferee Company present and voting in person or by proxy

AND UPON READING the Affidavit of Mr. S. L. Mallpathak dated 4th April, 1989 proving service of Notice of hearing of the Petition along with a copy of the Petition AND UPON HEARING Shri Veerendra V. Tulzapurkar Advocate instructed by Messrs Crawford Bayley & Co. Advocates for the Transferee Company appearing in support of the said Petition and Mr. P. N. Menon, Counsel for the Regional Director, Company Law Board, Bombay, who submitted to the Orders of the Court AND no other person entitled to appear at the hearing of the Petition appearing this day either in support of the said Petition or to show cause against the same and UPON REARING THE ORDER dated 8th November, 1990, passed by the Ministry of Industry, Department of Company Affairs under section 23(2) of the Monopolies and Restrictive Trade Practices Act, 1969 approving the said Scheme of Amalgamation THIS COURT DOTH HEREBY SANCTION the Compromise or Arrangement embodied in the Scheme of Amalgamation of the Transferor Company with the Transferee Company as set out in Exhibit 'C' to the Petition and also in the Schedule hereto AND THIS COURT DOTH HEREBY DECLARE the said Scheme of Amalgamation be binding on the Transferor Company and the Transferee Company and all the members of the Transferor Company and the Transferee Company respectively AND THIS COURT DOTH FURTHER ORDER that with effect from the 1st day of January, 1988 (hereinafter referred to as "the Appointed Day") the entire undertaking of the Transferor Company including all the property, movable and immovable and other assets of whatsoever nature, including patent, patent rights, quota rights, telex and telephone connections, cash balances, revenue balances, investments and all other interest and rights, licences and powers of every kind nature and description whatsoever of the Transferor Company shall without any further act or deed be transferred to and vested in the Transferee Company and with effect from the Appointed Day all the debts, be transferred without further act or deed to the Transferee Company so as to become the debts, liabilities, reserves, duties and other obligations of the Transferee Company mentioned in the said Scheme of Amalgamation. AND THIS COURT DOTH FURTHER ORDER that all proceedings by or against the Transferor Company pending at the Effective Date as provided in Clause 4 of the said Scheme of Amalgamation and relating to the said undertakings property rights, powers, liabilities, obligations and duties of the Transferor Company shall be continued and enforced by or against the Transferee Company. AND THIS COURT DOTH FURTHER ORDER that all the employees who may be in service with the Transferor Company on the Effective Date (as provided in Clause 5 of the said Scheme of Amalgamation) shall be engaged by the Transferee Company on terms not less favourable than the terms of employment which they enjoyed as at that date AND THIS COURT DOTH FURTHER ORDER that pursuant to the said Section 394 the Transferee Company shall issue and allot in accordance with the provisions of Clause 9 of the said Scheme of Amalgamation to every member of the Transferor Company holding equity shares in the Transferor Company (save and except the Transferee Company) on such date as the Board of Directors of the Transferee Company may determine for every three fully paid equity shares of Rs.10/- (Rupees Ten) each held by him, one Ordinary share of the Transferee Company of Rs.10/- (Rupees Ten) each credited as fully paid-up. AND THIS COURT DOTH FURTHER ORDER that the Transferee Company do within 30 days after the date of sealing of this Order cause a certified copy of the order to be delivered to the Registrar of Companies, Maharashtra, Bombay for registration and that on and from the date of the said Scheme of Amalgamation finally taking effect as provided in Clause 17 of the said Scheme, the Registrar of Companies, Gujarat shall place all files, documents and records relating to the Transferor Company on the files kept by him in relation to the Transferee Company and consolidate the documents of both the Transferor Company and the Transferee Company. AND THIS COURT DOTH LASTLY ORDER that the Transferee Company do pay a sum of Rs.300/- (Rupees Three Hundred) to the Regional Director, Company Law Board, Bombay towards the cost of the said Petition. WITNESS SHRI PRABODH DINKARRAO DESAI Chief Justice at Bombay aforesaid this 25th day of April 1991.

SEAL:

Sd/ - S. S. Pawar

Sealer

This 4th day of May 1991

By the Court

sd/- S. S. Pawar

For Prothonotary & Senior Master.

SCHEDULE

SCHEME OF AMALGAMATION

1. With effect from the First day of January, 1988 (hereinafter called “the Appointed Day”) the entire undertaking and all the property, movable and immovable and other assets of whatsoever nature, including patents, patent rights, quota rights, telex and telephone connections, cash balances, revenue balances, investments and all other interests and rights, licences and powers of every kind, nature and description of Accumax Limited (hereinafter called “the Transferor Company”) shall, without further act or deed, be transferred to and vested in or deemed to be transferred to and vested in Rallis India Limited (hereinafter called “the Transferee Company”).
2. With effect from the Appointed Day, all debts, transferred, without further act or deed, to the Transferee Company so as to become the debts, liabilities, reserves, duties and obligations of the Transferee Company.
3. With effect from the Appointed Day the Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities for and on account of the Transferee Company until the Effective Date referred to in Clause 17 hereof. From the Appointed Day, the Transferor Company shall carry on its business with proper prudence and shall not, without the concurrence of the Transferee Company, alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employees. Profits accruing to the Transferor Company or losses arising or incurred by it after the Appointed Day upto the Effective Date shall for all purposes be treated as profits or losses of the Transferee Company, as the case may be.
4. All proceedings by or against the Transferor Company pending at the Effective Date and relating to the undertakings, property, rights, powers, liabilities, obligations and duties of the Transferor Company shall be continued and enforced by or against the Transferee Company, as the case may be.
5. The Transferee Company undertakes on the Scheme of Amalgamation becoming fully effective in accordance with the provisions of Sections 391 and 394 of the Companies Act, 1956 to engage from the Effective Date all employees who may be in service with the Transferor Company on the aforesaid Date on terms not less favourable than the terms of employment which the said staff enjoyed as at the date.
6. The Transferor Company has prepared its accounts upto the close of business on 31st December, 1987 and shall have a right to hold such general meetings of the Company and declare such dividends in respect of the period included in these accounts as it shall in its absolute discretion think fit.
7. The excess of the value of the net assets over the subscribed and the paid-up capital based on the Balance Sheet of the Transferor Company as on the Appointed Day will, to the extent of the amounts respectively appearing as Revaluation Reserve, Investment Allowance Reserve, Investment Allowance Reserve (Utilised), the General Reserve or the balance appearing on the Profit and Loss Account in the Balance Sheet be Revaluation Reserve, investment Allowance Reserve, Investment Allowance Reserve (Utilised), the General Reserve and the Balance on the Profit and Loss Account of the Transferee Company respectively.
8. It is declared as follows :
 - A. The Authorised, Issued and Subscribed Capital of the Transferor Company as on 31st December, 1987 is as under :

AUTHORISED

Shares of Rs.10/- each :	Rs.
5,00,000 Equity Shares	50,00,000
5,00,000 Unclassified Shares	50,00,000
	<u>1,00,00,000</u>

ISSUED AND SUBSCRIBED :

Shares of Rs. 10/- each fully paid-up:

2,40,000 Equity Shares	<u>24,00,000</u>
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B. The Authorised, Issued and Subscribed Capital of the Transferee Company is as under:

AUTHORISED:

Shares of Rs. 10/- each ;

1,00,00,000 Ordinary Shares	10,00,00,000
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ISSUED AND SUBSCRIBED:

Shares of Rs. 10/- each fully paid-up:

95,23,070 Ordinary Shares	9,52,30,700
Add: Amount paid up on forfeited shares	<u>1,800</u>
	<u>9,52,32,500</u>

9. A. In consideration of the transfers in favour of the Transferee Company under Clauses (1) to (5) hereof, every member of the Transferor Company holding Equity Shares in that Company, except the Transferee Company and its Investment Subsidiaries, namely, Fashutana Investments Limited and Sankhya Investments Limited on such date as the Board of Directors of the Transferee Company may determine, shall in respect of every three fully paid Equity Shares of Rs. 10/- each held by him, be entitled as of right to claim and receive from the Transferee Company an allotment of one Ordinary Share of the Transferee Company of Rs. 10/- each credited as fully paid up.

B. In respect of every holding of less than three fully paid Equity Shares in the Transferor Company or in excess of not being an exact multiple of three, a holder shall, for each fully paid Equity Shares of the Transferor Company so held by him, be entitled to one fractional certificate each representing one-third of an Ordinary Share of the Transferee Company, with the benefit of and subject to the distribution contained in sub-clause C of this clause.

C. No fractional certificate shall be issued in favour of any member of the Transferor Company holding Equity Shares but the total number of the fractions shall be consolidated as represents one new Ordinary Share of the Transferee Company the Board of Directors of the Transferee Company shall make an allotment of such share as fully paid to such person or persons (including one or more of themselves or one or more of the officers of the Transferee Company) as such Board of Directors may in their absolute discretion select for the purpose of holding and selling the shares so allotted, provided that such Board of Directors may without making an allotment of all or some of the said Ordinary Shares resulting from such consolidation as aforesaid direct the sale of any or all such Ordinary Shares. Every sale under this clause shall be at such price or prices and at such time or times as may be approved by such Board of Directors and upon receipt of the purchase price in respect of such sale, provided such Board of Directors approve of the purchaser or his nominee, such Board of Directors shall allot the Ordinary shares covered by such sale to the approved purchaser or nominee. The aggregate sale proceeds of all such sales, after deducting therefrom

all costs, charges and expenses of and incidental to the sale shall be distributed among such members of the Transferor Company holding Equity shares as would otherwise have been entitled to such fractions respectively in proportion to their respective entitlements in such fractions.

10. The new Ordinary Shares of the Transferee Company shall rank for dividend, voting rights and in all other respects *pari passu* with the existing Ordinary Shares of the Transferee Company, save and except that such Ordinary Shares shall not confer any right to any dividend declared for the accounting year of the Transferee Company ended on 31st May, 1987 and further that such Ordinary Shares shall rank for prorata dividend as may be declared in respect of the Transferee Company's Accounts for the period ended 30th April, 1988.
11. If at any time between the Appointed Day and the Effective Date the Transferee Company shall capitalise profits by way of a bonus issue of equity shares to its members the number of shares and/or fractional certificates as the case may be to be allotted to the Transferee Company to each member of the Transferor Company pursuant to the provisions of Clauses 9A, 9B and 9C, hereof shall be such number of shares and / or fractional certificates as is arrived at by multiplying the number of shares and / or fractional certificates to which he shall but for the provisions of this sub-clause become entitled, by a fraction the numerator of which shall be the total number of ordinary shares of the Transferee Company constituting its subscribed ordinary share capital immediately after the allotment of such bonus shares and the denominator of which shall be total number of ordinary shares of the Transferee Company constituting its subscribed ordinary share capital immediately before the allotment of such bonus shares.
12. (a) Any member of the Transferor Company holding Equity Shares who dissents from the Scheme and / or who does not wish to receive the Transferee Company's shares in lieu of his shareholding in the Transferor Company, shall subject to the provisions of sub-clause (b) hereof, be entitled at his option in lieu of his entitlements as provided in Clause 9 hereof to receive from the Transferee Company in cash Rs.22/- for every fully paid Equity Shares held by him in the Transferor Company.
 - (b) Such option shall be exercised only by a notice in writing sent by the dissenting member to or served upon the Transferor Company by registered post or by hand delivery and received by the Transferor Company not later than thirty days after passing of the resolutions under Clause 12 of this Scheme by the members of the Transferor Company holding Ordinary shares and by depositing along with such notice the relevant share certificate (s) for cancellation by the Transferor Company if and when the Scheme finally takes effect.
 - (c) No person other than a member who dissents in accordance with and subject to the provisions of sub-clauses (a) and (b) of this clause shall be entitled to exercise the option provided by this Clause.
 - (d) The exercise of any option shall be irrevocable and shall entitle such dissenting member of the Transferor Company holding Ordinary Shares to a cash payment by the Transferee Company in terms of sub-clause (a) of this clause within thirty days after the allotment of the Ordinary Shares in the Transferee Company in terms of Clause 9 hereof.
 - (e) In case the Scheme shall not finally take effect becomes null and void, the Transferor Company shall unconditionally return to every such dissenting member the share certificates surrendered by him as aforesaid.
 - (f) For the purpose of this clause, a dissenting member shall mean a member present in person or by proxy at the meeting of the Transferor Company to consider the Scheme, referred to in clause 13 hereof, who casts his vote against the Scheme.

13. On the Scheme being agreed to by the requisite majorities by the members of the Transferor Company and by the members of the Transferee Company, or if required, by the requisite majority of members of the Transferor Company holding Equity Shares, each of them, the Transferor Company and the Transferee Company, shall with reasonable despatch, apply to the High Courts of Judicature at Ahmedabad and Bombay respectively for sanctioning this Scheme of Amalgamation under Section 391 of the Companies Act, 1956 and for an Order or Orders under Section 394 of the Companies Act, 1956 for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.
14. The Transferee Company shall, if required by law, with reasonable despatch, apply to the Central Government for sanctioning this Scheme of Amalgamation under Section 23 of the Monopolies and Restrictive Trade Practices Act, 1969.
15. The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modification of this Scheme which the Courts may deem fit to approve or impose, and may give such directions as they may consider necessary to settle any questions or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith; (including any question or difficulty arising in connection with any deceased or insolvent shareholder of the respective companies).
16. This Scheme is conditional on and subject to :
 - (a) The Scheme being agreed to by the requisite majorities as are referred to in Clause 13 hereof (both on behalf of the Transferor Company and the Transferee Company) and the requisite Order or Orders referred to in Clause 13 being obtained.
 - (b) The sanction and approval of the Transferee Company under Section 81 and other applicable provisions, if any of the Companies Act, 1956 being obtained for the issue of Ordinary Shares of Rs.10/- each in the Transferee Company to the members of the Transferor Company and the consent of the Controller under the Capital Issues (Control) Act, 1947 being obtained by the Transferee Company for such issue and allotment and of the Reserve Bank of India, as may be necessary for the issue and allotment of shares of the Transferee Company to non-resident shareholders of the Transferor Company.
 - (c) Such other sanctions and approvals as may be required by law in respect of the Scheme being obtained.
17. This Scheme, although operative from the Appointed Day, shall take effect finally and from the date on which any of the aforesaid sanctions or approvals or orders shall be at last obtained, which shall be the Effective Date for the purpose of this Scheme.
18. In the event of this Scheme failing to take effect finally before the 30th day April, 1989 or within such further period or periods as may be agreed upon between the Transferor Company (by its Directors) and the Transferee Company (by its Directors), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

APPENDIX XVII

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 13 OF 1989
CONNECTED WITH
COMPANY APPLICATION NO. 219 OF 1988

In the matter of the Companies Act,
1956 (1 of 1956)

And

In the matter of Accumax Limited,
a company incorporated under the
Companies Act, 1956 and having
its Registered Office at Shrimad
Rajchandra Marg, Rajkot 360 001.

Accumax Limited, a Company
incorporated under the Companies
Act, 1956 (1 of 1956) and having
its Registered Office at Shri mad
Rajchandra Marg, Rajkot 360 001

.....Petitioner.

Judgement received on 9.5.1991

Title prepared on 10.5.1991

Company Petition No.13 of 1989
connected with
Company Application No.219 of 1988

20th April, 1991

Mr. M. B. Shah

Mr. J. M. Thakore, Advocate General,
with Mr. A. C. Gandhi, Advocate, for
the Petitioner.

Mr. P. M. Raval, Standing Counsel, for
the Central Government.
Official Liquidator Present.

Coram : M. B. Shah J.
(20-4-91)

ORAL JUDGEMENT:

This petition is filed to obtain sanction under section 391 (2) read with section 394 of the Companies Act, 1956 (hereinafter referred to as the 'Act') to the Scheme of Amalgamation between the petitioner Company, i.e. Transferor Company, having its Registered Office at Rajkot, with Rallis India Ltd., i. e. the Transferee Company, having its Registered Office at Bombay, with effect from 1-1-1988, as per the Scheme of Amalgamation Exh. "C" to the petition at page 196.

The Transferor Company has issued and subscribed capital of Rs.24,00,000/- divided into 2,40,000 Equity Shares of Rs.10/- each fully paid up. The issued and subscribed capital of Transferee Company is Rs.9,52,32,500/- divided into 95,23,070 Ordinary Shares of Rs.10/- each plus Rs.1,800/- of forfeited shares.

The petitioner, Transferor Company, is manufacturing internal combustion engine and Machine Tools. The Transferee Company is authorised to carry on the same business.

The net worth of the petitioner Company as on 31-12-1987 was Rs.66.54 lacs. The net worth of the Transferee Company as on 30-4-1988 was Rs.3952 lacs. Therefore, the assets of the Transferee Company are more than sufficient to meet not only its own liabilities but also the

liabilities of Transferor Company. Hence the interest of secured and unsecured creditors and debenture - holders will not be even slightly affected. Both the companies are in sound financial position.

The Petitioner Company had filed Company Application No.219 of 1988 under sec. 391 (1) of the Act before this Court for directions to hold meeting, etc. By an order passed on 25-11-1988 on the said application by G. T. Nanavati J. the meeting of the Equity Share-holders was directed to be held on 21-1-1989 at Rajkot. The Company was also directed to publish notices of the meeting in "The Times of India", Ahmedabad Edition, and "Jay Hind", Rajkot Edition. Shri R. M. Patel, Assistant Registrar of this Court, was appointed as the Chairman of the said meeting.

Accordingly, notices were published in "The Times of India" and "Jay Hind" on 14-12-1988 and the Chairman appointed for the meeting had filed his affidavit in January, 1989 showing the publication and despatch of the notices convening the said meeting.

The meeting of the Equity Shareholders of the Company was held at Rajkot on 21-1-1989. The said meeting was attended by 27 Shareholders in person or by Proxy holding 1,87,860 Equity Shares of Rs. 10/- each out of 2,40,000 Equity Shares representing 78.27%. The said shareholders unanimously voted for the Scheme. The Chairman has submitted his report regarding the result of the said meeting to this Court on 30-1-1989, a copy of which is annexed to the petition at Exh. "F" on page 248.

Similarly, the Transferee Company had also filed Company Application No.390 of 1988 under sec. 391(1) of the Act in the Bombay High Court and by an order dated 8-12-1988, the Bombay High Court directed the transferee company to hold meeting of its Equity Shareholders at Bombay on 20-1-1989. Accordingly, the meeting of the Equity Shareholders of the Transferee Company was held at Bombay on 20-1-1989, which was presided over by Shri V. Rai, the Chairman appointed by the Bombay High Court. 83 Shareholders in person or by proxy holding 73,13,850 Equity Shares of Rs. 10/- each out of 95,23,070 Equity Shares representing 76.80% voted unanimously for the Scheme. The Chairman of the said meeting submitted his report as to the result of the said meeting on 30-1-1989 to the Bombay High Court. The Transferee Company has filed Company Petition under sec. 391(2) of the Act in the Bombay High Court which is still pending.

The Transferor Company filed Company Petition No.13 of 1989 under sec.391(2) of the Act in this Court on 23-3-1989 for sanction of the Scheme of Amalgamation.

By an order passed by G. T. Nanavati J. on 24-3-1989 in the said petition, directions were given to issue notice of hearing of petition in "The Times of India", Ahmedabad Edition, and "Jay Hind", Rajkot Edition, and also notices to the Central Government under sec. 394A of the Act and to the Official Liquidator, as required under proviso to sec.394(1) of the Act.

Accordingly, notices were published in "The Times of India" and "Jay Hind", both dated 1-4-1989 and notices were sent to the Central Government and Official Liquidator. Affidavit of Shri R. N. Rawal showing the publication and service of notices of hearing of petition is filed in April, 1989.

As both the Transferor and Transferee Companies are registered under sec.26 of the MRTP Act, they had made a joint application to the Central Government for its approval under sec.23(2) of the MRTP Act on or about 23-1-1989.

The Central Government was pleased to grant its approval under sec.23(2) of the MRTP Act to the said Scheme of Amalgamation, vide its order dated 8-11-1990, which was forwarded to the petitioner, vide its letter dated 13-11-1990. The copy of the said order was filed in this Court in December, 1990 and is kept on the file of this petition.

The Official Liquidator has submitted his report as required under proviso to sec. 394(1) of the Act based on the report obtained by him from M/s A. J. Shah & Co., Chartered Accountants,

Ahmedabad. The Official Liquidator has submitted his report dated 21-2-1991 to this Court stating, inter alia, that the affairs of the Company have not been conducted in a manner prejudicial to the interest of its members or public interest. The said report is on the file of this petition.

Mr. J. M. Thakore, Advocate General, appears with Mr. Ashok C. Gandhi, Advocate, for the Petitioner Company, Shri P. M. Raval, Senior Standing Counsel for the Central Government, appears for the Registrar of Companies, Gujarat, representing the Central, states the Central Government has no objection against the Scheme being considered by this Court on its own merits. The Official Liquidator appears in person and relies upon the report submitted by him on 21-2-1991.

No other Shareholder or creditor or any other person interested in the Company has appeared to oppose the Scheme being sanctioned.

As all the creditors of the Transferor Company automatically became the creditors of the transferee company, which happens to be financially a stronger Company, and as no creditor has come forward to oppose the scheme inspite of the same having been widely advertised, no meeting of the creditors would be necessary before sanctioning the scheme. Still, however, to protect the interest of unsecured creditors, on behalf of the Company an undertaking is given to this Court that as and when existing 23 creditors of the Transferor Company demand their dues from the Transferee Company after amalgamation, the Transferee Company shall pay the same to such creditors within one month from the date of the demand.

In view of the facts and circumstances of the case, the Scheme of Amalgamation set forth in Exhibit "C" to the petition (page 196) is sanctioned and the same shall be binding on the Equity Shareholders of the Company and also on the said Company.

By order of the Court
Sd/- A. H. Thakar
Joint Registrar

Dated : 13-5-1991

TRUE COPY
For Deputy Registrar

This 13th day of May, 1991

APPENDIX XVIII

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO. 636 OF 1991
 CONNECTED WITH
 COMPANY APPLICATION NO. 274 OF 1991

In the matter of the Companies Act, 1956
 (I of 1956)

And

In the matter of Rallis India Limited, a
 Company incorporated under the Indian
 Companies Act, 1913 and having its Registered
 Office at Ralli House, 21 Damodardas
 Sukhadavala Marg, Bombay 400 001.

Rallis India Limited a Company)
 incorporated under the Indian)
 Companies Act, 1913 and having)
 its Registered Office at Ralli House,)
 21, Damodardas Sukhadavala Marg,)
 Bombay 400 001)

.....Petitioner

Coram : Dhanuka J.

Date : 27th February, 1992 / 5th March, 1992

Upon the Petition of Rallis India Limited the Petitioner Company abovenamed solemnly declared on the 22nd day of October, 1991 and presented to this Court on the 22nd day of October, 1991 for sanction of the Arrangement embodied in the Scheme of Amalgamation of Ahura Consultants and Investments Limited (hereinafter referred to as "the Transferor Company") with the Petitioner Company (hereinafter referred to as "the Transferee Company") and for other consequential reliefs as mentioned in the Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mr. V. D. RAI dated 22nd day of October 1991 verifying the said Petition AND UPON READING the Affidavit of Mrs. S. V. Balsara dated 28th November, 1991 proving publication of the Notice of the hearing of the Petition AND UPON READING the Order dated 5th day of September, 1991 made by this Hon'ble Court in Company Application No. 274 of 1991 whereby the Transferee Company was ordered to convene a separate meeting of its members holding Ordinary Shares for the purpose of considering and, if thought fit, approving with or without modification, the Compromise or Arrangement embodied in the Scheme of Amalgamation proposed to be made between the Transferor Company and the Transferee Company being Exhibit 'B' to the Affidavit of Mr. V. D. Rai dated the 3rd day of September, 1991 and filed in this Court on 4th September, 1991 in support of the said Company Application No.274 of 1991. AND UPON PERUSING the issue of the Indian Express and Loksatta both dated the 20th day of September, 1991 containing the advertisements of the Notice convening the said meetings directed to be held by the said Order dated the 5th day of September, 1991 AND UPON READING the Affidavit of Mr. V. D. Rai dated 9th day of October, 1991 showing the publication and despatch of the Notices convening the said meetings to be held pursuant to the said Order dated 5th day of September, 1991 AND UPON READING the Report dated 21st October, 1991 of Dr. F. A. Mehta, the Chairman appointed for the said meeting of the members holding Ordinary Shares of the Transferee Company as to the result of the said meeting held on 18th October, 1991 and the Affidavit of the said Chairman Dr. F. A. Mehta dated 21st day of October, 1991 verifying the said Report and filed in this Court on 21st October, 1991 AND IT APPEARING from the said Report of the Chairman of the said meeting of the members holding Ordinary Shares of the Transferee Company that the proposed Scheme of Amalgamation has been unanimously approved by the members holding Ordinary Shares of the Transferee Company present and voting in person or by proxy AND UPON READING the Affidavit of Mr. S. L. Angschekar dated 3rd December, 1991 proving service of Notice of hearing of the Petition alongwith a copy of the Petition AND UPON READING the Affidavit dated 19th December, 1991 of Mr. R. Aghoramurthy, Regional Director opposing the amalgamation AND UPON READING the Affidavit dated 6th January, 1992 of Mr. V. D. Rai in reply to the Affidavit dated 19th December, 1991 of Mr. Aghoramurthy submitting that the Scheme of Amalgamation be sanctioned AND UPON READING the further Affidavit dated

11th February, 1992 of Mr. Daljit Sabikhi in reply to the Regional Director's Affidavit dated 18th December, 1991 AND UPON READING the Order dated 5th February, 1992 passed by the Board for Industrial and Financial Reconstruction under the Sick Industrial Companies (Special Provisions) Act, 1986 AND UPON HEARING Shri I. M. Chagla together with Shri J. D. Dwarkadas Advocates, instructed by Messrs Crawford Bayley & Co., Advocates for the Transferee Company appearing in support of the said Petition and Ms. S. I. Shah for the Regional Director, Company Law Board, Bombay who submitted to the Orders of the Court AND no other person entitled to appear at the hearing of the Petition appearing this day either in support of the said Petition or to show cause against the same. AND by its Order Dated 27th February, 1992 / 5th March, 1992. THIS COURT DOTH HEREBY SANCTION the Compromise or Arrangement embodied in the Scheme of Amalgamation of the Transferor Company with the Transferee Company as set out in Exhibit 'C' to the Petition and also in the Schedule hereto AND THIS COURT DOTH HEREBY DECLARE the said Scheme of Amalgamation be binding on the Transferor Company and the Transferee Company and also on all the members of the Transferor Company and the Transferee Company respectively AND THIS COURT DOTH FURTHER ORDER that with effect from the 1st day of April, 1991 (hereinafter referred to as "the Appointed Day") the entire undertaking of the Transferor Company including all the property, moveable or immovable, and other assets, of whatsoever nature, including cash balances, revenue balances, investments and all other interest and rights, licenses and powers of every kind, nature and description of the Ahura Consultants & Investments Ltd. the Transferor Company, shall without any further act or deed be transferred to and vested in or deemed to be transferred to and vested in the Transferee Company and with effect from the Appointed Day all the debts, liabilities, reserves duties and obligations of the Transferor Company shall also be transferred, without further act or deed, to the Transferee Company, so as to become the debts, liabilities, reserves, duties and obligations of the Transferee Company mentioned in the said Scheme of Amalgamation AND THIS COURT DOTH FURTHER ORDER that all proceedings by or against the Transferor Company pending at the Effective Date as provided in clause 4 of the said Scheme of Amalgamation and relating to the said undertakings, property, rights, powers, liabilities, obligations and duties of the Transferor Company shall be continued and enforced by or against the Transferee Company. AND THIS COURT DOTH FURTHER ORDER that pursuant to the said Section 394 2,00,000 Equity Shares of Rs.10/- each fully paid up of the Transferee Company held by the Transferee Company as on the Appointed Day shall in accordance with the provisions of Clause 7 of the said Scheme of Amalgamation be surrendered to for cancellation to the Transferee Company. AND THIS COURT DOTH FURTHER ORDER that the Transferee Company do within 30 days after the date of sealing of this Order cause a certified copy of this order to be delivered to the Registrar of Companies, Maharashtra, Bombay for registration and that on and from the date of the said Scheme of Amalgamation finally taking effect as provided in Clause 12 of the said Scheme the Registrar of Companies, Maharashtra, Bombay, shall place all files, documents and records relating to the Transferor Company on the files kept by him in relation to the Transferee Company and consolidate the documents of both the Transferor Company and the Transferee Company AND THIS COURT DOTH LASTLY ORDER that the Transferee Company do pay a sum of Rs.500/- (Rupees five hundred) to the Regional Director, Company Law Board, Bombay towards the cost of the said Petition, WITNESS PRABODH DINKARRAO DESAI Chief Justice at Bombay aforesaid this 5th day of March, 1992.

By the Court
For Prothonotary & Senior Master

Sd/-

Sealed

Order sanctioning the Scheme)
of Amalgamation drawn on the)
application by Messrs Crawford Bayley)
& Co. Advocates for the Petitioner)
Company having their Office at State)
Bank Buildings, N. G. N. Vaidya Marg,)
Fort, Bombay - 400 023.)

APPENDIX XIX

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 635 OF 1991
CONNECTED WITH
COMPANY APPLICATION NO. 273 OF 1991

In the matter of the Companies Act, 1956
(I of 1956)

And

In the matter of Section 391 to 394 of the
Companies Act, 1956;

And

In the matter of the Scheme of Amalgamation
of Ahura Consultants and Investments Limited
with Rallis India Limited.

Ahura Consultants and Investments)
Limited a Company incorporated)
under the Companies Act, 1956 and)
having its Registered Office at Ralli)
House 21, Damodardas Sukhadvala)
Marg, Bombay 400 001)

.....Petitioner.

Coram : Dhanuka J.

Date : 27th February, 1992

5th March 1992.

Upon the Petition of Ahura Consultants & Investments Limited the Petitioner Company abovenamed solemnly declared on the 22nd day of October 1991 and presented to this Court on the 22nd day of October, 1991 for sanction of the Arrangement embodied in the Scheme of Amalgamation of Rallis India Limited (hereinafter referred to as “the Transferee Company”) with the Petitioner Company (hereinafter referred to as “the Transferor Company”) and for other consequential reliefs as mentioned in the Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mr. M. L. Shah dated 22nd day of October 1991 verifying the said Petition AND UPON READING the Order dated 5th day of September 1991 made by this Hon’ble Court in Company Application No. 273 of 1991, whereby the Transferor Company was ordered to convene a separate meeting of its members holding Ordinary shares for the purpose of considering and, if thought fit, approving with or without modification, the Compromise or Arrangement embodied in the Scheme of Amalgamation proposed to be made between the Transferor Company and the Transferee Company being Exhibit “C” to the Affidavit of Mr. M. L. Shah dated the 3rd day of September 1991 and filed in this Court on the 4th day of September 1991 in support of the said Company Application No. 273 of 1991 AND UPON READING the Affidavit of Mr. M. L. Shah dated 9th day of October 1991 showing the despatch of the Notice convening the said meetings to be held pursuant to the said Order dated 5th day of September 1991 AND UPON READING the Report dated 21st October, 1991 of Mr. M. L. Shah, the Chairman appointed for the said meeting of the members holding Ordinary shares of the Transferor Company as to the result of the said meeting held on 18th October, 1991 and the Affidavit of the said Chairman Mr. M. L. Shah dated 21st day of October, 1991 verifying the said Report and filed in this Court on 21st October 1991 AND IT APPEARING from the said Report of the Chairman of the said meeting of the members holding Ordinary shares of the Transferor Company that the proposed Scheme of Amalgamation has been unanimously approved by the members holding Ordinary shares of the Transferee Company present and voting in person or by proxy AND UPON READING the Affidavits of Mr. S. L. Angschekar both dated 3rd December, 1991

proving service of Notice of hearing of the Petition along with a copy of the Petition AND UPON READING the Report dated the 15th day of January, 1992 made under Section 394(2) of the Companies Act, 1956, of the Official Liquidator attached to this Hon'ble Court that the affairs of the Transferor Company have been conducted in a manner prejudicial to the interests of its members and to the public interest AND UPON READING the Affidavit dated 11th February 1992 of Mr. M. L. Shah in rejoinder to the Official Liquidator's Report AND UPON READING the Affidavit dated 19th December, 1991 of Mr. R. Aghoramurty, Regional Director opposing the amalgamation AND UPON READING the Affidavit dated 6th January, 1992 of Mr. M. L. Shah in reply to the Affidavit dated 19th December, 1991 of Mr. Aghoramurthy submitting that the Scheme of Amalgamation be sanctioned AND UPON READING the further Affidavit dated 11th February, 1992 of Mr. M. L. Shah in reply to the Regional Director's Affidavit dated 18th December, 1991 AND UPON READING the Order dated 5th February, 1992 passed by the Board for industrial and Financial Reconstruction under the Sick Industrial Companies (Special Provisions) Act, 1986 AND UPON HEARING Shri I. M. Chagla together with Shri J. D. Dwarkadas Advocates instructed by Messrs Crawford Bayley & Co. Advocates for the Transferee Company appearing in support of the said Petition and Ms. S. I. Shah Counsel for the Regional Director, Company Law Board Bombay, and Shri Brij Kishore, Representative of the Official Liquidator who submitted to the Orders of the Court AND no other person entitled to appear at the hearing of the Petition appearing this day either in support of the said Petition or to show cause against the same By its Order dated 27th February/5th March, 1992 THIS COURT DOT H HEREBY SANCTION the Compromise or Arrangement embodied in the Scheme of Amalgamation of the Transferor Company with the Transferee Company as set out in Exhibit "C" to the Petition and also in the Schedule hereto AND THIS COURT DOT H HEREBY DECLARE the said Scheme of Amalgamation be binding on the Transferor Company and the Transferee Company and also on all the members of the Transferor Company and the Transferee Company respectively AND THIS COURT DOT H FURTHER ORDER that with effect from the 1st day of April 1991 (hereinafter referred to as "the Appointed Day") the entire undertaking of the Transferor Company including all the property, moveable or immovable and other assets of whatsoever nature, including, cash balances, revenue balances, investments and all other interests and rights, licences and powers of every kind nature and description of the Ahura Consultants and Investments Ltd. the Transferor Company, shall without any further act or deed be transferred to and vested in the Transferee Company and with effect from the Appointed Day all the debts, liabilities, reserves duties and obligations of the Transferor Company be transferred without further act or deed to the Transferee Company so as to become the debts, liabilities, reserves, duties and other obligations of the Transferee Company mentioned in the said Scheme of Amalgamation AND THIS COURT DOT H FURTHER ORDER that all proceedings by or against the Transferor Company pending at the Effective Date as provided in clause 4 of the said Scheme of Amalgamation and relating to the said undertakings, property, rights, powers, liabilities, obligations and duties of the Transferor Company shall be continued and enforced by or against the Transferee Company. AND THIS COURT DOT H FURTHER ORDER that pursuant to the said Section 394 the 2,00,000 Equity Shares of Rs. 10 each fully paid up of the Transferee Company as on the Appointed Day shall in accordance with the provisions of Clause 7 of the said Scheme of Amalgamation be surrendered for cancellation to every member of the Transferor Company. AND THIS COURT DOT H FURTHER ORDER that the Transferee Company do within 30 days after the date of sealing of this Order cause a certified copy of this order to be delivered to the Registrar of Companies, Maharashtra, Bombay for registration and that on and from the date of the said Scheme of Amalgamation finally taking effect as provided in Clause 12 of the said Scheme the Registrar of Companies, Maharashtra, Bombay shall place all files, documents and records relating to the Transferor Company on the files kept by him in relation to the Transferee Company and consolidate the documents of both the Transferor Company and the Transferee Company AND THIS COURT DOT H LASTLY ORDER that the Transferor Company do pay a sum of Rs.500/- (Rupees Five hundred) each to the Regional

Director, Company Law Board, Bombay and to the Official Liquidator attached to this Hon'ble Court towards the cost of the said Petitions : WITNESS PRABODH DINKARRAO DESAI Chief Justice at Bombay aforesaid this 5th day of March 1992.

By the Court

For Prothonotary & Senior Master

Order sanctioning the Scheme)
of Amalgamation drawn on the)
application by Messrs Crawford Bayley)
& Co., Advocates for the Petitioner)
Company having their office at State)
Bank Buildings, N. G. N. Vaidya Marg,)
Fort, Bombay - 400 023.)

SCHEDULE
SCHEME OF AMALGAMATION OF AHURA CONSULTANTS
AND INVESTMENTS LIMITED
WITH
RALLIS INDIA LIMITED

1. With effect from the First day of April, 1991 (hereinafter called “the Appointed Day”) the entire undertaking and all the property, moveable or immovable, and other assets, of whatsoever nature, including cash balances, revenue balances, investments and all other interests and rights, licences and powers of every kind, nature and description of Ahura Consultants and Investments Limited (hereinafter called “the Transferor Company”) shall, without further act or deed, be transferred to and vested in or deemed to be transferred to and vested in Rallis India Limited (hereinafter called “the Transferee Company”).
2. With effect from the Appointed Day, all debts, Liabilities reserves duties and obligations of the Transferor Company shall also be transferred or deemed to be transferred, without further act or deed, to the Transferee Company, so as to become the debts, liabilities, reserves, duties and obligations of the Transferee Company.
3. With effect from the Appointed Day, the Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities for and on account of the Transferee Company until the Effective Date referred to in Clause 13 hereof. From the Appointed Day, the Transferor Company shall carry on its business with proper prudence, and shall not, without the concurrence of the Transferee Company, alienate, charge or otherwise deal with the paid undertaking or any part thereof except in the ordinary course of business. Profits accruing to the Transferor Company or losses arising or incurred by it after the Appointed Day upto the Effective Date shall for all purposes be treated as the profits or losses of the Transferee Company, as the case may be.

All proceedings by or against the Transferor Company pending at the Effective Date and relating to the undertakings, property, rights, powers, liabilities, obligations and duties of the Transferor Company shall be continued and enforced by or against the Transferee Company, as the case may be.

5. The Transferor Company shall prepare its accounts upto the close of business of 31st March, 1991, and shall have the right to hold such general meetings of the Company and declare such dividends in respect of the period included in those accounts as it shall in its absolute discretion think fit.
6. The balance appearing in the Profit and Loss Account in the Balance Sheet of the Transferor Company as on the Appointed Day will appear as the Profit and Loss Account in the Balance Sheet of the Transferee Company.
7. 2,00,000 Equity Shares of Rs.10/- each fully paid up of the Transferor Company held by the Transferee Company shall be surrendered for cancellation to the Transferee Company.
8. On the Scheme being agreed to by the requisite majorities by the members of the Transferor Company and by members of the Transferee Company, respectively, each of them, the Transferor Company and the Transferee Company shall, with reasonable despatch, apply to the High Court of Judicature, Bombay, for sanctioning the Scheme of Amalgamation under Section 391 of the Companies Act, 1956 and for an Order or

Orders under Section 394 of the Companies Act, 1956 for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up.

9. The Transferor Company shall, if required by law, with reasonable despatch apply to the Central Government for sanctioning the Scheme of Amalgamation under Section 23 of the Monopolies and Restrictive Trade Practices Act, 1969.
10. The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modifications of this Scheme which the Court may deem fit to approve or impose and may give such directions as it may consider necessary to settle any question or difficulty arising under the Scheme or in regard to its implementation and in any matter connected therewith.
11. This Scheme is conditional on and subject to :-
 - (a) The Scheme being agreed to by the requisite majorities as are referred to in Clause 8 hereof (both on behalf of the Transferor Company and the Transferee Company) and the requisite Order or Orders referred to in Clause 9 being obtained.
 - (b) Such other sanctions and approvals as may be required by law in respect of the Scheme being obtained.
12. This Scheme, although operative from the Appointed Day shall take effect finally upon and from the date on which any of the said aforesaid sanctions or approvals or Orders shall be last obtained, which shall be Effective Date for the purpose of this Scheme.
13. In the event of this Scheme failing to take effect finally before the 31st December, 1992, or within such further period or periods as may be agreed to between the Transferor Company (by its Directors) and the Transferee Company (by its Directors), this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue or be incurred inter se to or by the parties or any of them.

APPENDIX XX

THIS AGREEMENT made this 8th day of September, 1993, between **RALLIS INDIA LIMITED**, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, Damodardas Sukhadvala Marg, Bombay 400 001 (hereinafter called 'the Company') of the One Part and Mr. Vijay Rai, (hereinafter called 'Mr. Rai' or the 'Managing Director' as the case may be) of the Other Part.

WHEREAS the Members of the Company have at the Annual General Meeting of the Company held on 19th August, 1993 approved the re-appointment of Mr. Rai as the Managing Director of the Company with effect from 22nd September, 1993 and Mr. Rai has agreed to serve the Company on the terms and conditions hereinafter contained.

AND WHEREAS the managerial remuneration payable to Mr. Rai is in accordance with the terms stipulated in Schedule XIII annexed to the Companies Act, 1956 ('the Act'), the re-appointment of Mr. Rai as the Managing Director for a further period of five years with effect from 22nd September, 1993 is on the terms and conditions hereinafter contained :

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows :

1. The re-appointment of Mr. Rai as the Managing Director of the Company is in accordance with the provisions of Section 269 and subject to the provisions of Sections 198, 309 and other applicable provisions of the Act and subject as hereinafter provided, this Agreement shall remain in force for a period of 5 years commencing from 22nd September, 1993.
2. Mr. Rai's position and designation shall be 'Managing Director'.
3. Mr. Rai shall serve the Company as the Managing Director during the continuance of this Agreement and shall exercise substantial powers of management, subject to the superintendence, Control and directions by the Board of Directors and/or the Chairman either alone or jointly with any other person or persons as shall from time to time be determined by the Board. Mr. Rai shall devote his whole time and attention to the business and the affairs of the Company and shall perform such other duties as shall from time to time be entrusted to him by the Board of Directors and/or the Chairman.
4. The Managing Director shall not have the following powers :
 - a) the power to make calls on shareholders in respect of moneys unpaid on shares in the Company;
 - b) the power to issue debentures and
 - c) the power to invest the funds of the Company in shares, stocks and securities.
5. The Managing Director undertakes to the best of his skill and ability to use his utmost endeavours to promote the interest and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may from time to time be given by the Chairman and the Board of Directors of the Company.
6. As from 22nd September, 1993 for the period of the Agreement and so long as the Managing Director performs the services and complies with the terms and conditions as set out in this Agreement, he shall be entitled to the following remuneration :

Subject to the ceiling limits laid down in Sections 198 and 309 of the Companies Act, 1956 remuneration by way of salary, commission and perquisites shall not exceed the following limits, namely :

- (a) Salary : Rs.15,000 per month
- (b) Commission : 1% on the net profits of the Company, subject to a ceiling of 50% of the salary or Rs.90,000/- per annum, whichever is less.

- (c) Perquisites : shall be restricted to an amount equal to the annual salary or Rs.1,35,000/- per annum, whichever is less in the case of Mr. Rai being posted at Bombay, Calcutta, Delhi and Madras and an amount equivalent to the annual salary or Rs.1,15,000/- per annum, whichever is less, in respect of Mr. Rai being posted at any other place.

PART 'A'

- (i) Housing I- The expenditure by the Company on hiring unfurnished accommodation for Mr. Rai will be subject to the following ceilings :
- (a) Bombay, Calcutta, Delhi and Madras - Sixty per cent of the salary, over and above ten per cent payable by Mr. Rai.
- (b) Other places - Fifty per cent of the salary, over and above ten per cent payable by Mr. Rai.

Housing II - In case the accommodation is owned by the Company, ten percent of the salary of Mr. Rai be deducted by the Company.

Housing III - In case no accommodation is provided by the Company, Mr. Rai shall be entitled to house rent allowance subject to the ceilings laid down in Housing I.

Explanation : The expenditure incurred by the Company on gas, electricity, water and furnishings shall be valued as per the Income - tax Rules, 1962. This shall, however, be subject to a ceiling of ten per cent of the salary of Mr. Rai.

- (ii) Medical Reimbursement - Expenses incurred for Mr. Rai and his family subject to a ceiling of one month's salary in a year or three months' salary over a period of three years.
- (iii) Leave Travel Concession - For Mr. Rai and his family once in a year incurred in accordance with any Rules specified by the Company.
- (iv) Club Fees - Fees of clubs subject to a maximum of two clubs. This will not include admission and life membership fees.
- (v) Personal Accident Insurance - Premium not to exceed Rs.1000/- per annum.

For the purpose of this Part 'Family' means the spouse, dependent children and dependent parents of Mr. Rai.

PART 'B'

- (i) Contribution to the Provident Fund, Superannuation Fund or Annuity Fund will not be included in the computation of the ceiling on perquisites to the extent these either singly or put together are not taxable under the Income tax Act.
- (ii) Gratuity not exceeding half a month's salary for each completed year of service subject to a ceiling of Rs.1,00,000/-.

PART 'C'

Provision of car for use on Company's business and telephone at residence will not be considered as perquisites. Personal long distance calls and use of car for private purposes shall be billed by the Company to Mr. Rai.

Minimum Remuneration :

In the event of loss or inadequacy of profit during the aforesaid period, the salary payable to Mr. Rai shall be reduced by ten per cent.

7. If at any time Mr. Rai ceases to be a Director of the Company for any cause whatsoever he shall cease to be the Managing Director.

- 8. Mr. Rai is appointed by virtue of his employment in the Company and his appointment is subject to the provisions of Section 283 (1) of the Companies Act, 1956.
- 9. Mr. Rai shall not be interested directly or indirectly in any business or activity of any nature whatsoever other than the business of the Company and shall not supplement his earnings under this Agreement with any buying or selling commission. In particular, the Managing Director shall not, so long as he functions as such, become interested or otherwise concerned directly or through his wife and / or minor children in any selling agency of the Company without the prior approval of the Central Government.
- 10. Mr. Rai shall not either during or after termination of his appointment hereunder divulge, disclose, make known or communicate to any person, firm, Company or concern unless required by the Board or except to such of the Executives of the Company whose province it is to know the same or himself make use of, any of the Company's secrets or any other information which he may acquire, receive or obtain in relation to the Company's affairs or to the working of any process or invention which is carried on or used by the Company or any other matter which may come to his knowledge in the course or by reason of his appointment hereunder.
- 11. The Agreement may be terminated by either party giving the other party six months' notice.
- 12. Notwithstanding anything contained in Clause 11 hereof, this Agreement shall terminate on the commencement of the winding up, (otherwise than for the purpose of effecting a change in the name of the Company or on a reconstruction) whether voluntarily or otherwise of the Company or in the event of the Company ceasing to carry on business in any of which events the Managing Director shall only be entitled to remuneration under this Agreement provided for in Clause 6(a) hereof.
- 13. In the event of this Agreement being terminated under the provisions of Clauses 11 or 12 hereof or in the event of the Managing Director dying during the currency of this Agreement he or his legal representatives as the case may be, shall be entitled to receive from the Company remuneration upto the date of such termination or death.
- 14. If either during the continuance of this Agreement or afterwards any dispute or difference shall arise between the Company and the Managing Director or his executors or administrators touching this Agreement or the construction of these presents or anything herein contained then (except where hereinbefore otherwise provided) such difference or dispute shall be referred to two arbitrators (one to be appointed by each party) or their umpire pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that respect contained in Indian Arbitration Act, 1940 or any then subsisting statutory modification thereof.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and the year first above written.

)

SIGNED SEALED AND DELIVERED by the)
 within named RALLIS INDIA LIMITED in the)
 presence of DR. F. A. MEHTA, DIRECTOR)
 and SHIRIN V. BALSARA, COMPANY)
 SECRETARY of the Company pursuant to a)
 Resolution of its Board of Directors passed on)
 24th June, 1993)

)

SIGNED AND DELIVERED by)
 Mr. VIJAY RAI in the presence of)
 T. A. Nussirabadwalla)
)

APPENDIX XXI

THIS AGREEMENT made this 1st day of December, 1993, between **RALLIS INDIA LIMITED**, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, Damodardas Sukhadvala Marg, Bombay 400 001 (hereinafter called 'the Company') of the One Part and Mr, Vijay Rai, (hereinafter called 'Mr. Rai' or the 'Managing Director' as the case may be) of the Other Part.

WHEREAS the Members of the Company have at the Annual General Meeting of the Company held on 19th August, 1993 approved the re-appointment of Mr. Rai as the Managing Director of the Company with effect from 22nd September, 1993 and Mr. Rai has agreed to serve the Company on the terms and conditions hereinafter contained.

AND WHEREAS the Members had also simultaneously authorized and empowered the Board of Directors of the Company to make such alterations, variations or enhancement in terms and conditions of appointment of and/or Agreement with Mr. Rai, as it may, in its discretion, deem fit within the maximum amount payable in accordance with Schedule XIII to the Companies Act, 1956 (hereinafter referred to as "the Act") or any amendments made thereto, from time to time.

AND WHEREAS the Government has since issued Notification GSR No. 510(E) dated 14th July, 1993 revising Schedule XIII to the Act by enhancing the limits upto which remuneration and perquisites can be paid or granted to a Managing Director.

AND WHEREAS the Board of Directors in exercise of the aforesaid authority given by the Members, had appointed a Committee of Directors for the purpose of revising the terms of remuneration of Mr. Rai.

AND WHEREAS the Committee of Directors at its Meeting held on 3rd November, 1993 has decided to revise the terms of remuneration and perquisites of Mr. Rai under the revised Schedule XIII, as from 1st August, 1993 for the tenure of Mr. Rai, that is for a period of five years with effect from 22nd September, 1993 and the increased remuneration and perquisites are within the permissible limits specified in the revised Schedule XIII.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows :

1. The re-appointment of Mr. Rai as the Managing Director of the Company is in accordance with the provisions of Section 269 and subject to the provisions of Sections 198, 309 and other applicable provisions of the Act and subject as hereinafter provided, this Agreement shall remain in force for a period of five years commencing from 22nd September, 1993.
2. Mr. Rai's position and designation shall be 'Managing Director'.
3. Mr. Rai shall serve the Company as the Managing Director during the continuance of this Agreement and shall exercise substantial powers of management, subject to the superintendence, control and directions by the Board of Directors and/or the Chairman either alone or jointly with any other person or persons as shall from time to time be determined by the Board. Mr. Rai shall devote his whole time and attention to the business and the affairs of the Company and shall perform such other duties as shall from time to time be entrusted to him by the Board of Directors and/or the Chairman.
4. The Managing Director shall not have the following powers :
 - a) the power to make calls on shareholders in respect of moneys unpaid on shares in the Company;

- b) the power to issue debentures and
 - c) the power to invest the funds of the Company in shares, stocks and securities.
5. The Managing Director undertakes to the best of his skill and ability to use his utmost endeavors to promote the interest and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may from time to time be given by the Chairman and the Board of Directors of the Company.
6. For the period of the Agreement and so long as the Managing Director performs the services and complies with the terms and conditions as set out in this Agreement, he shall be entitled to the following remuneration :

Subject to the ceiling limits laid down in Sections 198 and 309 of the Companies Act, 1956 remuneration by way of salary, commission and perquisites shall not exceed the following limits, namely :

- (a) Salary : Rs.30,000 per month in the scale of Rs.30,000 - Rs.40,000. The annual increments will be effective from 1st August each year and will be decided by the Board each year based on merit taking into account the Company's performance.
- (b) Perquisites : In addition to the above, Mr. Rai shall be entitled to the following perquisites restricted to an amount equal to his annual salary or Rs.4,50,000 per annum, whichever is less. Unless the context otherwise requires, perquisites are classified into 3 categories 'A', 'B' and 'C' as follows :

CATEGORY 'A'

This will comprise house rent allowance, leave travel concession, medical reimbursement, fees of clubs and personal accident insurance. These will be provided for as under :-

- (i) Housing I : The expenditure by the Company on hiring furnished accommodation for Mr. Rai will be subject to the following ceilings:
Sixty per cent of the salary, over and above ten per cent payable by Mr. Rai
- Housing II : In case the accommodation is owned by the Company, ten per cent of the salary of Mr. Rai shall be deducted by the Company.
- Housing III : In case no accommodation is provided by the Company, Mr. Rai shall be entitled to house rent allowance subject to the ceiling laid down in Housing I.
- Explanation : The expenditure incurred by the Company on gas, electricity, water and furnishings shall be valued as per the Income-Tax Rules, 1962. This shall, however, be subject to a ceiling of ten per cent of the salary of Mr. Rai.
- (ii) Medical Reimbursement : Expenses incurred for Mr. Rai and his family subject to a ceiling of one month's salary in a year or three months' salary over a period of three years.
- (iii) Leave Travel Concession : For Mr. Rai and his family once in a year incurred in accordance with any Rules specified by the Company.

- (iv) Club Fees : Fees of clubs subject to a maximum of two clubs. This will not include admission and life membership fees.
- (v) Personal Accident Insurance : Premium not to exceed Rs.4,000 per annum
- Explanation : For the purpose of Category 'A', 'Family' means the spouse, dependent children and dependent parents of Mr. Rai.

CATEGORY 'B'

- (i) Contribution to Provident Fund, Superannuation Fund or Annuity Fund will not be included in the computation of the ceiling on perquisites to the extent these either singly or put together are not taxable under the Income Tax Act. Gratuity payable will not exceed half a month's salary for each completed year of service.
- (ii) Encashment of leave at the end of the tenure will not be included in the computation of the ceiling on perquisites.

CATEGORY 'C'

Provision of car for use on Company's business and telephone at residence will not be considered as perquisites. Personal long distance calls on telephone and use of car for private purposes shall be billed by the Company to Mr. Rai.

- (c) Commission : Such remuneration by way of Commission, in addition to the above salary and perquisites, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of Directors of the Company at the end of each financial year, subject to the overall ceilings stipulated in Sections 198 and 309 of the Act. The Commission payable to Mr. Rai will, however, be limited to and range from 6 months to 24 months of his annual salary. A suitable performance based incentive scheme would be worked out and the specific amount payable will be decided by the Board with the discretion to the Board of Directors/Compensation Committee to modify such scheme, if needed, while determining the specific amount payable to Mr. Rai.

The specific amount payable to Mr. Rai will be payable only after the Annual Accounts of the Company have been approved by the Board of Directors and adopted by the Members.

Minimum Remuneration:

Notwithstanding anything contained herein, where in any financial year during the currency of the tenure of Mr. Rai, the Company has no profits or its profits are inadequate, the Company will pay remuneration by way of Salary and Perquisites as specified above.

7. if at any time Mr. Rai ceases to be a Director of the Company for any cause whatsoever he shall cease to be the Managing Director.
8. Mr. Rai is appointed by virtue of his employment in the Company and his appointment is subject to the provisions of Section 283(1) of the Companies Act, 1956.
9. Mr. Rai shall not be interested directly or indirectly in any business or activity of any nature whatsoever other than the business of the Company and shall not supplement his earnings under this Agreement with any buying or selling commission. In particular,

the Managing Director shall not, so long as he functions as such, become interested or otherwise concerned directly or through his wife and/or minor children in any selling agency of the Company without the prior approval of the Central Government.

10. Mr. Rai shall not either during or after termination of his appointment hereunder divulge, disclose, make known or communicate to any person, firm, Company or concern unless required by the Board or except to such of the Executives of the Company whose province it is to know the same or himself make use of, any of the Company's secrets or any other information which he may acquire, receive or obtain in relation to the Company's affairs or to the working of any process or invention which is carried on or used by the Company or any other matter which may come to his knowledge in the course or by reason of his appointment hereunder.
11. The Agreement may be terminated by either party giving the other party six months' notice.
12. Notwithstanding anything contained in Clause 11 hereof, this Agreement shall terminate on the commencement of the winding up, (otherwise than for the purpose of effecting a change in the name of the Company or on a reconstruction) whether voluntarily or otherwise of the Company or in the event of the Company ceasing to carry on business in any of which events the Managing Director shall only be entitled to remuneration under this Agreement provided for in Clause 6(a) and 6(b) hereof.
13. In the event of this Agreement being terminated under the provisions of Clauses 11 or 12 hereof or in the event of the Managing Director dying during the currency of this Agreement he or his legal representatives as the case may be, shall be entitled to receive from the Company remuneration upto the date of such termination or death.
14. If either during the continuance of this Agreement or afterwards any dispute or difference shall arise between the Company and the Managing Director or his executors or administrators touching this Agreement or the construction of these presents or anything herein contained then (except where hereinbefore otherwise provided) such difference or dispute shall be referred to two arbitrators (one to be appointed by each party) or their umpire pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that respect contained in the Indian Arbitration Act, 1940 or any then subsisting statutory modification thereof.
15. This Agreement is in supersession of the Agreement of re-appointment of Mr. Rai dated 8th September, 1993 and in terms of the change in remuneration approved by the Committee of Directors at the Committee Meeting held on 3rd November, 1993.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and the year first above written.

SIGNED, SEALED AND DELIVERED by)
 the withinnamed RALLIS INDIA LIMITED)
 in the presence of DR. F. A. MEHTA,)
 DIRECTOR and SHIRIN V. BALSARA,)
 COMPANY SECRETARY of the Company,)
 pursuant to a Resolution of its Board of)
 Directors passed on 25th November, 1993)

SIGNED AND DELIVERED by)
 Mr. VIJAY RAI in the presence of)
 TEHMI A. NUSSIRABADWALLA)

APPENDIX XXII

THIS SUPPLEMENTAL AGREEMENT made this 22nd day of September, 1995 between RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, Damodardas Sukhadvala Marg, Bombay 400 001 (hereinafter called 'the Company') of the One Part and Mr. Vijay Rai, (hereinafter called 'Mr. Rai' or the 'Managing Director' as the ease may be) of the Other Part, being subject to the Principal Agreement dated 1st December, 1993 between the parties hereto.

WHEREAS the Shareholders have by a Resolution passed at the Annual General Meeting of the Company held on 11th September, 1995 approved of the proposed revision and enhancement in the remuneration payable to the Managing Director.

NOW THESE SUPPLEMENTAL AGREEMENT WITNESSETH AND IT IS HEREBY AGREED as follows :

1. With effect from 1st April, 1995 for the remainder of the tenure of the Managing Director, he shall be entitled to the following revised commission and perquisites.

- (a) Commission : Such remuneration by way of commission, in addition to the salary and perquisites payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of Directors of the Company at the end of each financial year, subject to the overall ceilings stipulated in Sections 198 and 309 of the Act.

The Commission payable to the Managing Director will be limited and range from six months to four years of his annual salary to be determined by the Board at the end of each financial year. The specific amount payable to Mr. V. Rai will be based on certain performance criteria to be laid down by the Board and will be payable annually after the Annual Accounts have been approved by the Board of Directors and adopted by the Shareholders.

- (b) Perquisites and Allowances : i) In addition to the salary and commission payable, the Managing Director shall also be entitled to perquisites and allowances like accommodation (furnished or otherwise) or house rent allowance in lieu thereof; house maintenance allowance together with reimbursement of expenses or allowances for utilities such as gas, electricity, water, furnishings and repairs; medical reimbursement; leave travel concession for himself and his family; club fees, medical insurance and such other perquisites and allowances in accordance with the rules of the Company or as may be agreed to by the Board of Directors and the concerned Directors; such perquisites and allowances will be subject to a maximum of 125% of his annual salary

ii) for the purposes of calculating the above ceiling, the perquisites and allowances shall be evaluated as per Income-tax Rules, wherever applicable. In the

absence of any such rules, the perquisites and allowances shall be evaluated at actual cost.

2. All other terms and conditions in the said Agreement dated 1st December, 1993 shall remain unchanged.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and the year first above written.

SIGNED, SEALED AND DELIVERED by)
the withinnamed RALLIS INDIA LIMITED)
in the presence of DR. F. A. MEHTA,)
CHAIRMAN and SHIRIN V. BALSARA,)
DIRECTOR - LEGAL & COMPANY)
SECRETARY of the Company, pursuant to a)
Circular Resolution No.8 of 1995 dated 27th)
July, 1995 passed by the Board of Directors of)
the Company.)

SIGNED AND DELIVERED by)
MR. VIJAY RAI in the presence of)
Mrs. T. A. Nussirabadwalla)

APPENDIX XXIII

THIS SECOND SUPPLEMENTAL AGREEMENT made this 1st day of October, 1996 between RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, Damodardas Sukhadvala Marg, Mumbai 400 001 (hereinafter called 'the Company') of the One Part and Mr. Vijay Rai (hereinafter called 'Mr. Rai' or the 'Managing Director' as the case may be) of the Other Part, being Supplemental to the Principal Agreement dated 1st December, 1993 and the First Supplemental Agreement dated 22nd September, 1995 between the parties hereto.

WHEREAS the Committee of the Board of Directors have by a Resolution passed at its Meeting held on 11th June, 1996, approved of the annual increase in salary payable to the Managing Director, effective 1st April, 1996 instead of 1st August 1996, and approved the increase in his salary scale from Rs.30,000 - Rs.40,000 to Rs.30,000 - Rs.50,000 (with proportionate increase in the value of the benefits related to salary).

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED as follows :

1. With effect from 1st April, 1996 for the remainder of the tenure of the Managing Director, he shall be entitled to the salary as follows :

Salary : Rs.40,000 per month in the scale of Rs.30,000 - Rs.50,000 (with proportionate increases in the value of the benefits related to salary). The annual increments will be effective from 1st April each year and will be decided by the Board each year based on merits and taking into account the Company's performance.

2. Save as aforesaid, the Principal Agreement dated 1st December, 1993 as modified by the First Supplemental Agreement dated 22nd September, 1995 shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED by the)
 within named RALLIS INDIA LIMITED in the)
 presence of DR. F. A. MEHTA, CHAIRMAN)
 and SHIRIN V. BALSARA, DIRECTOR -)
 LEGAL & COMPANY SECRETARY of the)
 Company, pursuant to the Resolution passed by)
 the Committee of Directors, dated 11th June,)
 1996.)

SIGNED AND DELIVERED by)
 MR. VIJAY RAI in the presence of)
 Mrs. T. A. Nussirabadwalla)

APPENDIX XXIV

THIS AGREEMENT made this 3rd day of September, 1998, between RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913, and having its Registered Office at Rain House, 21, Damodardas Sukhadvala Marg, Mumbai 400 001 (hereinafter called 'the Company') of the ONE PART and Mr. Vijay Rai, (hereinafter called 'Mr. Rai' or the 'Managing Director' as the case may be) of the OTHER PART.

WHEREAS the, members of the Company have at the Annual General Meeting of the Company held on 24th August, 1998 approved the appointment of Mr. Rai as the Managing Director of the Company for a further period of five years with effect from 22nd September, 1998 and Mr. Rai has agreed to serve the Company on the terms and conditions hereinafter contained.

AND WHEREAS the appointment of Mr. Rai as the Managing Director is pursuant to the provisions of Article 135 of the Company's Articles of Association read with Sections 269, 309 and other applicable provisions, if any, of the Companies Act, 1956. Mr. Rai shall not, while he continues to be the Managing Director, be subject to retirement by rotation pursuant to the provisions of Section 255 of the Companies Act, 1956.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows :

1. The re-appointment of Mr. Rai as the Managing Director (hereinafter referred to as "the Managing Director") of the Company is in accordance with the provisions of Section 269 subject to the provisions of the Sections 198, 309 and other provisions of the Act and subject as hereinafter, this Agreement shall remain in force for a period of 5 years commencing from 22nd September, 1998.
2. Mr. Rai's position and designation shall be 'Managing Director'.
3. Mr. Rai shall serve the Company as the Managing Director of the Company during the continuance of this Agreement and shall exercise substantial powers of management, subject to the superintendence, control and directions by the Board of Directors and/or the Chairman either alone or jointly with any other person or persons as shall from time to time be determined by the Board. Mr. Rai shall devote his whole time and attention to the business and the affairs of the Company and shall perform such other duties as shall from time to time be entrusted to him by the Board of Directors and/or the Chairman.
4. The Managing Director shall not be entitled to exercise the following powers without the consent of the Board of Directors :
 - a) the power to make calls on shareholders in respect of moneys unpaid on shares in the Company;
 - b) the power to issue debentures and
 - c) the power to invest the funds of the Company in shares, stocks and securities.
5. The Managing Director undertakes to the best of his skill and ability to use his utmost endeavors to promote the interest and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may from time to time be given by the Chairman and the Board of Directors of the Company.
6. For the period of the Agreement and so long as the Managing Director performs the services and complies with the terms and conditions as set out in this Agreement, he shall be entitled to the following remuneration :

Subject to the ceiling limits laid down in Sections 198 and 309 of the Companies Act, 1956 remuneration by way of salary, perquisites and other allowances shall be as follows:

(a) **Salary :**

In the scale of Rs.35,000 Rs.1,75,000 per month, with authority to the Board to fix the salary within the scale from time to time. The annual increments which will be effective 1st April each year, will be decided by the Board and will be merit-based and will take into account the Company's performance.

(b) Perquisites and Allowances :

(i) In addition to the salary and commission payable, the Managing Director shall also be entitled to perquisites and allowances like accommodation (furnished or otherwise) or house rent allowance in lieu thereof; house maintenance allowance, together with reimbursement of expenses or allowances for utilities such as gas, electricity, water, furnishings and repairs; medical reimbursement; club fees and leave travel concession for himself and his family; medical insurance and such other perquisites and allowances in accordance with the rules of the Company or as may be agreed to by the Board of Directors and Mr. Rai; such perquisites and allowances will be subject to a maximum of 125% of his annual salary.

(ii) For the purposes of calculating the above ceiling, perquisites shall be evaluated as per Income-tax Rules, wherever applicable. In the absence of any such Rules, perquisites shall be evaluated at actual cost.

Provision for use of the Company's car for official duties and telephone at residence (including payment for local calls and long distance official calls) shall not be included in the computation of perquisites for the purpose of calculating the said ceiling.

(iii) Company's contribution to Provident Fund and Superannuation or Annuity Fund, to the extent these either singly or together are not taxable under the Income-tax Act, gratuity payable as per the rules of the Company and encashment of leave at the end of the tenure, shall not be included in the computation of limits for the remuneration of perquisites aforesaid.

(c) Commission :

Such remuneration by way of commission, in addition to the salary and perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of Directors of the Company at the end of each financial year, subject to the overall ceilings stipulated in Sections 198 and 309 of the Act. The specific amount payable to the Managing Director, not exceeding 4 times his annual salary, will be based on certain performance criteria to be laid down by the Board and will be payable annually after the Annual Accounts have been approved by the Board of Directors and adopted by the Shareholders.

Minimum Remuneration :

Notwithstanding anything contained herein, where in any financial year during the currency of the tenure of the Managing Director, the Company has no profits or its profits are inadequate, minimum remuneration shall be paid as and by way of salary and perquisites and allowances as specified above.

7. The terms and conditions of the said re-appointment and/or Agreement may be altered and varied from time to time by the Board as it may, in its discretion, deem fit, within the maximum amount payable to the Managing and Whole-time Directors, in accordance to Schedule XIII to the Act or any amendment made hereafter in this regard.

8. If at any time Mr. Rai ceases to be a Director of the Company for any cause whatsoever, he shall cease to be the Managing Director.

9. If at any time Mr. Rai ceases to be the Managing Director of the Company for any cause whatsoever, he shall cease to be a Director of the Company.

10. The Managing Director is appointed by virtue of his employment in the Company and his appointment is subject to the provisions of Section 283(1) of the Companies Act, 1956.

11. If at any time Mr. Rai ceases to be in the employment of the Company for any cause whatsoever, he shall cease to be a Director of the Company.
12. The Managing Director shall not be interested directly or indirectly in any business or activity of any nature whatsoever other than the business of the Company and shall not supplement his earnings under this Agreement with any buying or selling commission. In particular, the Managing Director shall not, so long as he functions as such, become interested or otherwise concerned directly or through his wife and/or minor children in any selling agency of the Company without the prior approval of the Central Government.
13. The Managing Director shall not either during or after termination of his appointment hereunder divulge, disclose, make known or communicate to any person, firm, Company or concern unless required by the Board or except to such of the Executives of the Company whose province it is to know the same or himself make use of, any of the Company's secrets or any other information which he may acquire, receive or obtain in relation to the Company's affairs or to the working of any process or invention which is carried on or used by the Company or any other matter which may come to his knowledge in the course or by reason of his appointment hereunder.
14. The Agreement may be terminated by either party giving the other party 6 (six) months' notice or the Company paying six months' salary in lieu thereof.
15. Notwithstanding anything contained in Clause 14 hereof, this Agreement shall terminate on the commencement of the winding up, (otherwise than for the purpose of effecting a change in the name of the Company or on a reconstruction) whether voluntarily or otherwise of the Company or in the event of the Company ceasing to carry on business in any of which events the Managing Director shall only be entitled to remuneration under this Agreement provided for in Clause 6 hereof.
16. In the event of this Agreement being terminated under the provisions of Clauses 14 or 15 hereof or in the event of the Managing Director dying during the currency of this Agreement he or his legal representatives as the case may be, shall be entitled to receive from the Company remuneration upto the date of such termination or death.
17. Any differences or disputes whatsoever arising between the Company and the Managing Director out of or relating to the construction, meaning and operation or effect of this Agreement shall be referred to and resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof and Rules thereunder. The venue of such proceedings shall be at Mumbai.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and the year first above written.

SIGNED, SEALED AND DELIVERED by)
 the withinnamed RALLIS INDIA LIMITED)
 in the presence of DR. F. A. MEHTA,)
 CHAIRMAN and SHIRIN V. BALSARA,)
 DIRECTOR - LEGAL & COMPANY)
 SECRETARY of the Company, pursuant to)
 a Resolution of its Board of Directors passed)
 on 18th June, 1998)

SIGNED AND DELIVERED by)
 MR. VIJAY RAI in the presence of)
 Annahita R. Kapadia)

APPENDIX XXV

THIS AGREEMENT made this 14th day of September 2000 between RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, D S Marg, Mumbai 400 001 (hereinafter called 'the Company') of the ONE PART and Mr. Rajeev Dubey, (hereinafter called 'Mr. Dubey' or the 'Executive Director' as the case may be) of the OTHER PART.

WHEREAS the Members of the Company have at the Annual General Meeting of the Company held on 29th August, 2000 approved the appointment of Mr. Dubey as the Executive Director and Chief Executive Officer (CEO) of the Company for a period of five years with effect from. 1st September, 2000 and Mr. Dubey has agreed to serve the Company on the terms and conditions hereinafter contained.

AND WHEREAS the appointment of Mr. Dubey as the Executive Director and CEO is pursuant to the provisions of Article 135 of the Company's Articles of Association read with Sections 269, 309 and other applicable provisions, if any, of the Companies Act, 1956. Mr. Dubey shall not, while he continues to be the Executive Director and CEO, be subject to retirement by rotation pursuant to the provisions of Section 255 of the Companies Act, 1956.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows :

1. The appointment of Mr. Dubey as the Executive Director and CEO (hereinafter referred to as "the Executive Director and CEO") of the Company is in accordance with the provisions of Section 269 subject to the provisions of Sections 198, 309 and other provisions of the Act and subject as hereinafter, this Agreement shall remain in force a period of five years commencing from 1st September, 2000.
2. Mr. Dubey's position and designation shall be 'Executive Director and chief Executive Officer'.
3. Mr. Dubey shall serve the Company as the Executive Director and CEO of the Company during the continuance of this Agreement and shall exercise substantial powers of management, subject to the superintendence, control and directions by the Board of Directors and / or the Chairman either alone or jointly with any other person or persons as shall from time to time be determined by the Board. Mr. Dubey shall devote his whole time and attention to the business and the affairs of the Company and shall perform such other duties as shall from time to time be entrusted to him by the Board of Directors and / or the Chairman.
4. The Executive Director and CEO shall not be entitled to exercise the following powers without the consent of the Board of Directors :
 - a) The power to make calls on shareholders in respect of moneys unpaid on shares in the Company;
 - b) the power to issue debentures and
 - c) the power to invest the funds of the Company in shares, stocks and securities.
5. The Executive Director and CEO undertakes to the best of his skill and ability to use his utmost endeavours to promote the interest and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may from time to time be given by the Chairman and the Board of Directors of the Company.
6. For the period of the Agreement and so long as the Executive Director and CEO performs the services and complies with the terms and conditions as set out in this Agreement, he shall be entitled to the following remuneration :

Subject to the ceiling limits laid down in Sections 198 and 309 of the Companies Act, 1956 remuneration by way of salary, perquisites and other allowances shall be as follows:

a) **Salary :**

In the scale of Rs.35,000 - Rs.1,75,000 per month, with authority to the Board to fix the salary within the scale from time to time. The annual increments which will be effective 1st April each year, will be decided by the Board and will be merit-based and will take into account the Company's performance.

b) **Perquisites and Allowances :**

(i) In addition to the salary and commission payable, the Executive Director and CEO shall also be entitled to perquisites and allowances like accommodation (furnished or otherwise) or house rent allowance in lieu thereof; house maintenance allowance, together with reimbursement of expenses or allowances for utilities such as gas, electricity, water, furnishings and repairs; medical reimbursement; club fees and leave travel concession for himself and his family; medical insurance and such other perquisites and allowances in accordance with the rules of the Company or as may be agreed to by the Board of Directors and Mr. Dubey Such perquisites and allowances will be subject to a maximum of 125% of his annual salary.

(ii) For the purposes of calculating the above ceiling, perquisites shall be evaluated as per Income-tax Rules, wherever applicable. In the absence of any such Rules, perquisites shall be evaluated at actual cost.

Provision for use of the Company's car for official duties and telephone at residence (including payment for local calls and long distance official calls) shall not be included in the computation of perquisites for the purpose of calculating the said ceiling.

(iii) Company's contribution to Provident Fund and Superannuation or Annuity Fund, to the extent these either singly or together are not taxable under the Income - tax Act, gratuity payable as per the rules of the Company and encashment of leave at the end of the tenure, shall not be included in the computation of limits for the remuneration or perquisites aforesaid.

c) **Commission :**

Such remuneration by way of commission, in addition to the salary and perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of Directors of the Company at the end of each financial year, subject to the overall ceilings stipulated in Sections 198 and 309 of the Act. The specific amount payable to the Executive Director and CEO will be based on certain performance criteria to be laid down by the Board and will be payable annually after the Annual Accounts have been approved by the Board of Directors and adopted by the Shareholders.

Minimum Remuneration :

Notwithstanding anything to the contrary herein contained, where in any year during the currency of the tenure of the Executive Director and CEO, the Company has no profits or its profits are inadequate, minimum remuneration shall be paid as and by way of salary and perquisites and allowances as specified above.

7. The terms and conditions of the said appointment and / or Agreement may be altered and varied from time to time by the Board as it may, in its discretion, deem fit, within the maximum amount payable to the Managing / Executive and Wholtime Directors, in accordance with Schedule XIII to the Act or any amendment made hereafter in this regard.
8. If at any time Mr. Dubey ceases to be a Director of the Company for any cause

whatsoever he shall cease to be the Executive Director and CEO of the Company.

9. If at any time Mr. Dubey ceases to be the Executive Director and CEO of the Company for any cause whatsoever, he shall cease to be a Director of the Company.
10. The Executive Director and CEO is appointed by virtue of his employment in the Company and his appointment is subject to the provisions of Section 283 (1)(1) of the Companies Act, 1956.
11. If at any time Mr. Dubey ceases to be in the employment of the Company for any cause whatsoever, he shall cease to be a Director of the Company.
12. The Executive Director and CEO shall not be interested directly or indirectly in any business or activity of any nature whatsoever other than the business of the Company and shall not supplement his earnings under this Agreement with any buying or selling commission. In particular the Executive Director and CEO shall not, so long as he functions as such, become interested or otherwise concerned directly or through his wife and/or minor children in any selling agency of the Company without the prior approval of the Central Government.
13. The Executive Director and CEO shall not either during or after termination of his appointment hereunder divulge, disclose, make known or communicate to any person, firm, company or concern unless required by the Board or except to such of the Executives of the Company whose province it is to know the same or himself make use of, any of the Company's secrets or any other information which he may acquire, receive or obtain in relation to the Company's affairs or to the working of any process or invention which is carried on or used by the Company or any other matter which may come to his knowledge in the course or by reason of his appointment hereunder.
14. The Agreement may be terminated by either party giving the other party 6 (six) months' notice or the Company paying six months' remuneration in lieu thereof.
15. Notwithstanding anything contained in Clause 14 hereof, this Agreement shall terminate on the commencement of the winding up, (otherwise than for the purpose of effecting a change in the name of the Company or on a reconstruction) whether voluntarily or otherwise of the Company or in the event of the Company ceasing to carry on business in any of which events the Executive Director and CEO shall only be entitled to remuneration under this Agreement provided for in Clause 6 hereof.
16. In the event of this Agreement being terminated under the provisions of Clauses 14 or 15 hereof or in the event of the Executive Director and CEO dying during the currency of this Agreement he or his legal representatives as the case may be, shall be entitled to receive from the Company remuneration upto the date of such termination or death.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and the year first above written.

SIGNED, SEALED AND DELIVERED by)
 the withinnamed RALLIS INDIA LIMITED)
 in the presence of Dr. F. A. Mehta, Chairman)
 and Shirin V. Balsara, Director - Legal &)
 Company Secretary of the Company, pursuant)
 to a Resolution of its Board of Directors)
 passed on 11th July, 2000.)

SIGNED AND DELIVERED)
 by MR. RAJEEV DUBEY in the presence of)
 Annahita R. Kapadia and)
 Tehmi A. Nussirabadwalla)

APPENDIX XXVI

THIS AGREEMENT made this 12th day of October, 2001 between RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, D. S. Marg, Mumbai 400 001 (hereinafter called 'the Company') of the ONE PART and Mr. Rajeev Dubey, (hereinafter called 'Mr. Dubey' or the 'CEO & Executive Director' as the case may be) of the OTHER PART.

WHEREAS the Members of the Company have at the Annual General Meeting of the Company held on 10th September, 2001 approved the appointment of Mr. Dubey as the Chief Executive Officer (CEO) and Executive Director of the Company for a period of five years with effect from 1st September, 2000 and Mr. Dubey has agreed to serve the Company on the terms and conditions hereinafter contained.

AND WHEREAS the appointment of Mr. Dubey as the CEO and Executive Director is pursuant to the provisions of Article 135 of the Company's Articles of Association read with Sections 269, 309 and other applicable provisions, if any, of the Companies Act, 1956. Mr. Dubey shall not, while he continues to be the CEO and Executive Director, be subject to retirement by rotation pursuant to the provisions of Section 255 of the Companies Act, 1956.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows :

1. The appointment of Mr. Dubey as the CEO and Executive Director (hereinafter referred to as "the CEO and Executive Director") of the Company is in accordance with the provisions of Section 269 subject to the provisions of Sections 198, 309 and other provisions of the Act and subject as hereinafter, this Agreement shall remain in force for a period of five years commencing from 1st September, 2000.
2. Mr. Dubey's position and designation shall be "Chief Executive Officer and Executive Director".
3. Mr. Dubey shall serve the Company as the CEO and Executive Director of the Company during the continuance of this Agreement and shall exercise substantial powers of management, subject to the superintendence, control and directions by the Board of Directors and / or the Chairman either alone or jointly with any other person or persons as shall from time to time be determined by the Board. Mr. Dubey shall devote his whole time and attention to the business and the affairs of the Company and shall perform such other duties as shall from time to time be entrusted to him by the Board of Directors and/or the Chairman.
4. The CEO and Executive Director shall not be entitled to exercise the following powers without the consent of the Board of Directors :
 - a) The power to make calls on shareholders in respect of moneys unpaid on shares in the Company;
 - b) The power to issue debentures and
 - c) The power to invest the funds of the Company in shares, stocks and securities.
5. The CEO and Executive Director undertakes to the best of his skill and ability to use his utmost endeavors to promote the interest and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may from time to time be given by the Chairman and the Board of Directors of the Company.
6. For the period of the Agreement and so long as the CEO and Executive Director performs the services and complies with the terms and conditions as set out in this Agreement, he shall be entitled to the following remuneration :

Subject to the ceiling limits laid down in Sections 198 and 309 of the Companies Act, 1956 remuneration by way of salary, incentive allowance, perquisites and other allowances shall be as follows

a) **Salary :**

In the scale of Rs.35,000 - Rs.1,75,000 per month, with authority to the Board (which expression shall include a Committee thereof) to fix the salary within

the scale from time to time. The annual increments which will be effective 1st April each year, will be merit-based and take into account the Company's performance.

b) **Incentive Remuneration :**

Upto twice the annual salary to be paid at the discretion of the Board annually, based on certain performance criteria.

c) **Commission :**

Such remuneration by way of commission, in addition to the salary, incentive remuneration, if any, and perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of Directors of the Company at the end of each financial year, subject to the overall ceilings stipulated in Sections 198 and 309 of the Companies Act, 1956. The specific amount payable to the CEO and Executive Director will be based on certain performance criteria to be laid down by the Board and will be payable annually after the Annual. Accounts have been approved by the Board of Directors and adopted by the Members.

d) **Perquisites and Allowances :**

(i) In addition to the salary and commission payable, the CEO and Executive Director shall also be entitled to perquisites and allowances like accommodation (furnished or otherwise) or house rent and house maintenance allowance in lieu thereof; reimbursement of expenses or allowances for utilities such as gas, electricity, water, furnishings, repairs, servants' salaries; medical reimbursement, medical / accident insurance, leave travel concession for himself and his family; club fees and such other perquisites and allowances in accordance with the Rules of the Company or as may be agreed to by the Board of Directors and Mr. Dubey; such perquisites and allowances will be subject to a maximum of 125% of his annual salary.

(ii) For the purpose of calculating the above ceiling, perquisites and allowances shall be evaluated as per Income-Tax Rules, wherever applicable. In the absence of any such Rules, perquisites and allowances shall be evaluated at actual cost.

Provision for use of the Company's car for official duties and telephone at residence shall not be included in the computation of perquisites and allowances for the purpose of calculating the said ceiling.

(iii) Company's contribution to Provident Fund and Superannuation Fund or Annuity Fund, to the extent these either singly or together are not taxable under the Income Tax Act, Gratuity payable as per the rules of the Company and encashment of leave at the end of the tenure shall not be included in the computation of limits for the remuneration or perquisites aforesaid.

e) **Minimum' Remuneration :**

Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of Mr. Dubey, the profits are inadequate, the Company will pay remuneration by way of salary, incentive remuneration, perquisites and allowances as specified above.

7. The terms and conditions of the said appointment and/or Agreement may be altered and varied from time to time by the Board as it may, in its discretion, deem fit, within the maximum amount payable to managing and whole-time directors, in accordance with Schedule XIII to the Act or any amendments made hereafter in this regard.
8. If at any time Mr. Dubey ceases to be a Director of the Company for any cause whatsoever he shall cease to be the CEO and Executive Director of the Company.

9. If at any time Mr. Dubey ceases to be in the employment of the Company for any cause whatsoever, he shall cease to be a Director of the Company.
10. The CEO and Executive Director is appointed by virtue of his employment in the Company and his appointment is subject to the provisions of Section 283(1)(1) of the Companies Act, 1956.
11. The CEO and Executive Director shall not be interested directly or indirectly in any business or activity of any nature whatsoever other than the business of the Company and shall not supplement his earnings under this Agreement with any buying or selling commission. In particular, the CEO and Executive Director shall not, so long as he functions as such, become interested or otherwise concerned directly or through his wife and / or minor children in any selling agency of the Company without the prior approval of the Central Government.
12. The CEO and Executive Director shall not either during or after termination of his appointment hereunder divulge, disclose, make known or communicate to any person, firm, company or concern unless required by the Board or except to such of the Executives of the Company whose province it is to know the same or himself make use of, any of the Company's secrets or any other information which he may acquire, receive or obtain in relation to the Company's affairs or to the working of any process or invention which is carried on or used by the Company or any other matter which may come to his knowledge in the course or by reason of his appointment hereunder.
13. The Agreement may be terminated by either party giving the other party 6 (six) months' notice or the Company paying six months' remuneration in lieu thereof. However, in case this Agreement is terminated voluntarily by Mr. Dubey with immediate effect or by giving a shorter Notice, he shall be entitled to the remuneration only for the period of his service to the Company.
14. Notwithstanding anything contained in Clause 13 hereof, this Agreement shall terminate on the commencement of the winding up, (otherwise than for the purpose of effecting a change in the name of the Company or on a reconstruction) whether voluntarily or otherwise of the Company or on the merger or amalgamation of the Company with any other Company or on the acquisition or takeover of the Company by any other Organisation or in the event of the Company ceasing to carry on business in any of which events the CEO and Executive Director shall only be entitled to remuneration under this Agreement provided for in Clause 6 hereof upto the effective date of winding up, merger, amalgamation, acquisition or take over as the case may be.
15. In the event of this Agreement being terminated under the provisions of Clauses 13 or 14 hereof or in the event of the CEO and Executive Director dying during the currency of this Agreement he or his legal representatives as the case may be, shall be entitled to receive from the Company remuneration upto the date of such termination or death.
16. The Agreement dated 14th September, 2000 entered into between the parties hereto is hereby terminated by mutual consent.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the clay and the year first above written.

SIGNED, SEALED AND DELIVERED by)
 the withinnamed RALLIS INDIA LIMITED)
 in the presence of Dr. F. A. Mehta, Chairman)
 and Shirin V. Balsara, Director - Legal &)
 Company Secretary of the Company, pursuant)
 to a Resolution of its Board of Directors)
 passed on 31st July, 2001.)

SIGNED AND DELIVERED by)
 MR. RAJEEV DUBEY in the presence of)
 Mrs. Annahita Kapadia)

APPENDIX XXVII

THIS SUPPLEMENTAL AGREEMENT made this 24th day of October, 2002 between RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, D S Marg, Mumbai 400 001 (hereinafter called 'the Company') or the ONE PART and Mr. Rajeev Dubey, (hereinafter called 'Mr. Dubey' or the 'CEO & Executive Director' as the case may be) of the OTHER PART.

WHEREAS the Department of Company Affairs has, vide a Notification dated 16th January, 2002, amended Schedule XIII to the Companies Act, 1956, revising the limits for payment of managerial remuneration by Companies in case of loss or inadequacy of profits in any financial year which, inter alia, requires the Members' approval, by a Special Resolution, for payment of Managerial Remuneration to managing and whole-time directors for a period not exceeding 3 years.

AND WHEREAS pursuant to the said Notification, the Remuneration Committee and the Board of Directors of the Company, at their Meetings held on 26th June, 2002 revised the terms and conditions of payment of remuneration to Mr. Rajeev Dubey, CEO & Executive Director by amending the minimum remuneration clause to provide for payment of minimum remuneration for a period not exceeding 3 years.

AND WHEREAS the Members of the Company have at the Annual General Meeting of the Company held on 19th September, 2002 approved the revision in the terms and conditions of payment of remuneration to Mr. Dubey as aforesaid.

NOW THIS SUPPLEMENTAL AGREEMENT WITNESSETH AND IT IS HEREBY AGREED as follows:

1. With effect from 16th January, 2002 and for the remainder of Mr. Dubey's tenure as CEO & Executive Director, he shall be entitled to remuneration as per the revised terms and conditions, as follows:

Subject to the ceiling limits laid down in Sections 198 and 309 of the Companies Act, 1956 remuneration by way of salary, incentive allowance, perquisites and other allowances shall be as follows:

a) **Salary:**

In the scale of Rs.35,000 - Rs.1,75,000 per month, with authority to the Board (which expression shall include a Committee thereof) to fix the salary within the scale from time to time. The annual increments which will be effective 1st April each year, will be merit-based and take into account the Company's performance.

b) **Incentive Remuneration:**

Upto twice the annual salary to be paid at the discretion of the Board annually, based on certain performance criteria.

c) **Commission:**

Such remuneration by way of commission, in addition to the salary, incentive remuneration, if any, and perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of Directors of the Company at the end of each financial year, subject to the overall ceilings stipulated in Sections 198 and 309 of the Companies Act, 1956. The specific amount payable to the CEO & Executive Director will be based on certain performance criteria to be laid down by the Board and will be payable annually after the Annual Accounts have been approved by the Board of Directors and adopted by the Members.

d) **Perquisites and Allowances:**

- (i) In addition to the salary, commission or incentive allowance payable, the CEO & Executive Director shall also be entitled to perquisites and allowances like accommodation (furnished or otherwise) or house rent and house maintenance allowance in lieu thereof; reimbursement of expenses or allowances for utilities such as gas, electricity, water, furnishings, repairs, servants' salaries; medical reimbursement, medical/ accident insurance, leave travel concession for himself and his family; club fees and such other perquisites and allowances in accordance with the Rules of the Company or as may be agreed to by the Board of Directors and Mr. Dubey; such perquisites and allowances will be subject to a maximum of 125% of his annual salary.
- (ii) For the purposes of calculating the above ceiling, perquisites and allowances shall be evaluated as per Income-tax Rules, wherever applicable. In the absence of any such Rules, perquisites and allowances shall be evaluated at actual cost.

Provision for use of the Company's car for official duties and telephone at residence shall not be included in the computation of perquisites and allowances for the purpose of calculating the said ceiling.

- (iii) Company's contribution to Provident Fund and Superannuation Fund or Annuity Fund, to the extent these either singly or together are not taxable under the Income-tax Act, Gratuity payable as per the rules of the Company and encashment of leave at the end of the tenure shall not be included in the computation of limits for the remuneration or perquisites aforesaid.

e) **Minimum Remuneration:**

Notwithstanding anything to the contrary herein contained, where in any financial year the profits are inadequate, the Company will pay remuneration for a period not exceeding 3 years by way of salary, incentive remuneration, perquisites and allowances as specified above.

2. All other terms and conditions contained in the Agreement dated 12th October, 2001 between the Company and Mr. Dubey shall remain unchanged.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and the year first above written.

SIGNED, SEALED AND DELIVERED)
 by the withinnamed RALLIS INDIA)
 LIMITED in the presence of Dr. F. A. Mehta,)
 Chairman and Shirin V. Balsara, Director -)
 Legal & Company Secretary of the Company,)
 pursuant to a Resolution of its Board of)
 Directors passed on 26th June, 2002)

SIGNED AND DELIVERED by)
 MR. RAJEEV DUBEY in the presence of)
 Annahita Kapadia)

APPENDIX XXVIII

THIS AGREEMENT made this 25th day of October, 2002 between RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, D S Marg, Mumbai 400 001 (hereinafter called 'the Company') of the ONE PART and Mr. Rajeev Dubey, (hereinafter called 'Mr. Dubey' or the 'Managing Director' as the case may be) of the OTHER PART.

WHEREAS the Members of the company have at the Annual General Meeting of the Company held on 19th September, 2002 approved the appointment of Mr. Dubey as the Managing Director of the Company with effect from 29th July, 2002 upto 31st August, 2005 and Mr. Dubey has agreed to serve the Company on the terms and conditions hereinafter contained.

AND WHEREAS the appointment of Mr. Dubey as the Managing Director is pursuant to the provisions of Article 135 of the Company's Articles of Association read with Sections 269, 309 and other applicable provisions, if any, of the Companies Act, 1956. Mr. Dubey shall not, while he continues to be the Managing Director, be subject to retirement by rotation pursuant to the provisions of Section 255 of the Companies Act, 1956.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows :

1. The appointment of Mr. Dubey as the Managing Director (hereinafter referred to as "the Managing Director") of the Company is in accordance with the provisions of Section 269 subject to the provisions of Sections 198, 309 and other provisions of the Act and subject as hereinafter, this Agreement shall remain in force from 29th July, 2002 upto 31st August, 2005.
2. Mr. Dubey's position and designation shall be "Managing Director".
3. Mr. Dubey shall serve the Company as the Managing Director of the Company during the continuance of this Agreement and shall exercise substantial powers of management, subject to the superintendence, control and directions by the Board of Directors and/or the Chairman either alone or jointly with any other person or persons as shall from time to time be determined by the Board. Mr. Dubey shall devote his whole time and attention to the business and the affairs of the Company and shall perform such other duties as shall from time to time be entrusted to him by the Board of Directors and/or the Chairman.
4. The Managing Director shall not be entitled to exercise the following powers without the consent of the Board of Directors
 - a) the power to make calls on shareholders in respect of moneys unpaid on shares in the Company;
 - b) the power to issue debentures and
 - c) the power to invest the funds of the Company in shares, stocks and securities.
5. The Managing Director undertakes to the best of his skill and ability to use his utmost endeavours to promote the interest and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may from time to time be given by the Chairman and the Board of Directors of the Company.
6. For the period of the Agreement and so long as the Managing Director performs the services and complies with the terms and conditions as set out in this Agreement, he shall be entitled to the following remuneration:

Subject to the ceiling limits laid down in Sections 198 and 309 of the Companies Act, 1956 remuneration by way of salary, incentive allowance, perquisites and other allowances shall be as follows :

a) **Salary:**

In the scale of Rs.35,000 - Rs.1,75,000 per month, with authority to the Board (which expression shall include a Committee thereof) to fix the salary within

the scale from time to time. The annual increments which will be effective 1st April each year, will be merit-based and take into account the Company's performance.

b) **Incentive Remuneration:**

Upto twice the annual salary to be paid at the discretion of the Board annually, based on certain performance criteria.

c) **Commission:**

Such remuneration by way of commission, in addition to the salary, incentive remuneration, if any, and perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of Directors of the Company at the end of each financial year, subject to the overall ceilings stipulated in Sections 198 and 309 of the Companies Act, 1956. The specific amount payable to the Managing Director will be based on certain performance criteria to be laid down by the Board and will be payable annually after the Annual Accounts have been approved by the Board of Directors and adopted by the Members.

d) **Perquisites and Allowances:**

(i) In addition to the salary, commission or incentive allowance payable, the Managing Director shall also be entitled to perquisites and allowances like accommodation (furnished or otherwise) or house rent and house maintenance allowance in lieu thereof; reimbursement of expenses or allowances for utilities such as gas, electricity, water, furnishings, repairs, servants' salaries; medical reimbursement, medical/ accident insurance, leave travel concession for himself and his family; club fees and such other perquisites and allowances in accordance with the Rules of the Company or as may be agreed to by the Board of Directors and Mr. Dubey; such perquisites and allowances will be subject to a maximum of 125% of his annual salary.

(ii) For the purposes of calculating the above ceiling, perquisites and allowances shall be evaluated as per Income-tax Rules, wherever applicable. In the absence of any such Rules, perquisites and allowances shall be evaluated at actual cost.

Provision for use of the Company's car for official duties and telephone at residence shall not be included in the computation of perquisites and allowances for the purpose of calculating the said ceiling.

(iii) Company's contribution to Provident Fund and Superannuation Fund or Annuity Fund, to the extent these either singly or together are not taxable under the Income-tax Act, Gratuity payable as per the rules of the Company and encashment of leave at the end of the tenure shall not be included in the computation of limits for the remuneration or perquisites aforesaid.

e) **Minimum Remuneration:**

Notwithstanding anything to the contrary herein contained, where in any financial year the profits are inadequate, the Company will pay remuneration for a period not exceeding 3 years by way of salary, incentive remuneration, perquisites and allowances as specified above.

7. The terms and conditions of the said appointment and/or Agreement may be altered and varied from time to time by the Board as it may, in its discretion, deem fit, within the maximum amount payable to managing and whole-time directors, in accordance with Schedule XIII to the Act or any amendments made hereafter in this regard.
8. If at any time Mr. Dubey ceases to be a Director of the Company for any cause whatsoever he shall cease to be the Managing Director of the Company.

9. If at any time Mr. Dubey ceases to be in the employment of the Company for any cause whatsoever, he shall cease to be a Director of the Company.
10. The Managing Director is appointed by virtue of his employment in the Company and his appointment is subject to the provisions of Section 283(1)(1) of the Companies Act, 1956.
11. The Managing Director shall not be interested directly or indirectly in any business or activity of any nature whatsoever other than the business of the Company and shall not supplement his earnings under this Agreement with any buying or selling commission. In particular, the Managing Director shall not, so long as he functions as such, become interested or otherwise concerned directly or through his wife and/ or minor children in any selling agency of the Company without the prior approval of the Central Government.
12. The Managing Director shall not either during or after termination of his appointment hereunder divulge, disclose, make known or communicate to any person, firm, company or concern unless required by the Board or except to such of the Executives of the Company whose province it is to know the same or himself make use of, any of the Company's secrets or any other information which he may acquire, receive or obtain in relation to the Company's affairs or to the working of any process or invention which is carried on or used by the Company or any other matter which may come to his knowledge in the course or by reason of his appointment hereunder.
13. The Agreement may be terminated by either party giving the other party 6 (six) months' notice or the Company paying six months' remuneration in lieu thereof. However, in case this Agreement is terminated voluntarily by Mr. Dubey with immediate effect or by giving a shorter Notice, he shall be entitled to the remuneration only for the period of his service to the Company.
14. Notwithstanding anything contained in Clause 13 hereof, this Agreement shall terminate on the commencement of the winding up, (otherwise than for the purpose of effecting a change in the name of the Company or on a reconstruction) whether voluntarily or otherwise of the Company or on the merger or amalgamation of the Company with any other Company or on the acquisition or take over of the Company by any other Organisation or in the event of the Company ceasing to carry on business in any of which events the Managing Director shall only be entitled to remuneration under this Agreement provided for in Clause 6 hereof upto the effective date of winding up, merger, amalgamation, acquisition or take over as the case may be.
15. In the event of this Agreement being terminated under the provisions of Clauses 13 or 14 hereof or in the event of the Managing Director dying during the currency of this Agreement he or his legal representatives as the case may be, shall be entitled to receive from the Company remuneration upto the date of such termination or death.
16. The Agreement dated 12th October, 2001 and the Supplemental Agreement dated 24th October, 2002, entered into between the parties hereto is hereby terminated by mutual consent.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and the year first above written.

SIGNED, SEALED AND DELIVERED by)
 the withinnamed RALLIS INDIA LIMITED)
 in the presence of Dr. F. A. Mehta, Chairman)
 and Shirin V. Balsara, Director - Legal &)
 Company Secretary of the Company, pursuant)
 to a Resolution of its Board of Directors)
 passed on 29th July, 2002)

SIGNED AND DELIVERED by)
 MR. RAJEEV DUBEY in the presence of)
 Annahita Kapadia)

APPENDIX XXIX

THIS AGREEMENT made this 14th day of October, 2003 between RALLIS INDIA LIMITED, Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, D S Marg, Mumbai 400 001 (hereinafter called 'the Company') of the ONE PART and Dr. Venkatrao S. Sohoni, (hereinafter called 'Dr. Sohoni' or the 'Managing Director' as the case may be) of the OTHER PART.

WHEREAS the Board of Directors of the Company appointed Dr. Sohoni as Managing Director for a period of 3 years with effect from 11th August, 2003.

AND WHEREAS the Members of the Company have at the Annual General Meeting of the Company held on 18th September, 2003 approved the appointment of Dr. Sohoni as the Managing Director of the Company for a period of three years with effect from 11th August, 2003 upto 10th August, 2006 and Dr. Sohoni has agreed to serve the Company on the terms and conditions hereinafter contained.

AND WHEREAS the appointment of Dr. Sohoni as the Managing Director is pursuant to the provisions of Article 135 of the Company's Articles of Association read with Sections 269, 309 and other applicable provisions, if any, of the Companies Act, 1956. Dr. Sohoni shall not, while he continues to be the Managing Director, be subject to retirement by rotation pursuant to the provisions of Section 255 of the Companies Act, 1956.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows :

1. The appointment of Dr. Sohoni as the Managing Director of the Company is in accordance with the provisions of Section 269 subject to the provisions of Sections 198, 309 and other provisions of the Act and subject as hereinafter, this Agreement shall remain in force for a period of three years from 11th August, 2003 upto 10th August, 2006.

Dr. Sohoni shall serve the Company as the Managing Director of the Company during the continuance of this Agreement and shall exercise substantial powers of management, subject to the superintendence, control and directions by the Board of Directors. Dr. Sohoni shall devote his whole time and attention to the business and the affairs of the Company and shall perform such other duties as shall from time to time be entrusted to him by the Board of Directors.

3. The Managing Director shall not be entitled to exercise the following powers without the consent of the Board of Directors :
 - a) the power to make calls on shareholders in respect of moneys unpaid on shares in the Company;
 - b) the power to issue debentures and
 - c) the power to invest the funds of the Company in shares, stocks and securities.
4. The Managing Director undertakes to the best of his skill and ability to use his utmost endeavours to promote the interest and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may from time to time be given by the Board of Directors of the Company.
5. For the period of the Agreement and so long as the Managing Director performs the services and complies with the terms and conditions as set out in this Agreement, he shall be entitled to the following remuneration:

Subject to the ceiling limits laid down in Sections 198 and 309 of the Companies Act, 1956 remuneration by way of salary, incentive allowance, perquisites and other allowances shall be as follows

- a) **Salary:**

In the scale of Rs.50,000 Rs.2,00,000 per month, with authority to the Board (which expression shall include a Committee thereof) to fix the salary within

the scale from time to time. The annual increments which will be effective 1st April each year, will be merit-based and take into account the Company's performance.

b) **Commission:**

Such remuneration by way of commission, in addition to the salary and perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of Directors of the Company at the end of each financial year, subject to the overall ceilings stipulated in Sections 198 and 309 of the Companies Act, 1956. The specific amount payable to the Managing Director will be based on certain performance criteria to be laid down by the Board and will be payable annually after the Annual Accounts have been approved by the Board of Directors and adopted by the Members.

(c) **Perquisites and Allowances:**

(i) In addition to the salary and commission payable, the Managing Director shall also be entitled to perquisites and allowances like accommodation (furnished or otherwise) or house rent and house maintenance allowance in lieu thereof; reimbursement of expenses or allowances for utilities such as gas, electricity, water, furnishings, repairs, servants' salaries; medical reimbursement for self and dependants, membership of the Fort Medical Society, premium of personal accident insurance, leave travel concession for himself and his family; club fees and such other perquisites and allowances in accordance with the Rules of the Company or as may be agreed to by the Board of Directors and Dr. Sohoni; such perquisites and allowances will be subject to a maximum of 125% of his annual salary.

(ii) For the purposes of calculating the above ceiling, perquisites and allowances shall be evaluated as per Income-tax Rules, wherever applicable. In the absence of any such Rules, perquisites and allowances shall be evaluated at actual cost.

Provision for use of the Company's car for official duties and telephone at residence shall not be included in the computation of perquisites and allowances for the purpose of calculating the said ceiling.

(iii) Dr. Sohoni shall not be a member of the Provident Fund, Superannuation and Gratuity during his three year contract.

d) At the end of the three years' term, if the Board judges that Dr. Sohoni has achieved a successful turnaround of profits, debtors and other parameters to be defined by the Remuneration Committee, then an end-of-service incentive remuneration of upto Rs.50 lacs will be payable,

e) **Minimum Remuneration:**

Notwithstanding anything to the contrary herein contained, where in any financial year the profits are inadequate, the Company will pay remuneration by way of salary, perquisites and allowances as specified above.

6. The terms and conditions of the said appointment and/or Agreement may be altered and varied from time to time by the Board as it may, in its discretion, deem fit, within the maximum amount payable to managing and whole-time directors, in accordance with Schedule XIII to the Act or any amendments made hereafter in this regard.
7. If at any time Dr. Sohoni ceases to be a Director of the Company for any cause whatsoever he shall cease to be the Managing Director of the Company.
8. If at any time Dr. Sohoni ceases to be the Managing Director of the Company for any cause whatsoever, he shall cease to be a Director of the Company.
9. If at any time Dr. Sohoni ceases to be in the employment of the Company for any

cause whatsoever, he shall cease to be a Director of the Company.

10. The Managing Director is appointed by virtue of his employment in the Company and his appointment is subject to the provisions of Section 283(1)(1) of the Companies Act, 1956.
11. The Managing Director shall not be interested directly or indirectly in any business or activity of any nature whatsoever other than the business of the Company and shall not supplement his earnings under this Agreement with any buying or selling commission. In particular, the Managing Director shall not, so long as he functions as such, become interested or otherwise concerned directly or through his wife and/ or minor children in any selling agency of the Company without the prior approval of the Central Government.
12. The Managing Director shall not either during or after termination of his appointment hereunder divulge, disclose, make known or communicate to any person, firm, company or concern unless required by the Board or except to such of the Executives of the Company whose province it is to know the same or himself make use of, any of the Company's secrets or any other information which he may acquire, receive or obtain in relation to the Company's affairs or to the working of any process or invention which is carried on or used by the Company or any other matter which may come to his knowledge in the course or by reason of his appointment hereunder.
13. The Agreement may be terminated by either party giving the other party 6 (six) months' notice or the Company paying six months' remuneration in lieu thereof. However, in case this Agreement is terminated voluntarily by Dr. Sohoni with immediate effect or by giving a shorter Notice, he shall be entitled to the remuneration only for the period of his service to the Company.
14. Notwithstanding anything contained in Clause 13 hereof, this Agreement shall terminate on the commencement of the winding up, (otherwise than for the purpose of effecting a change in the name of the Company or on a reconstruction) whether voluntarily or otherwise of the Company or on the merger or amalgamation of the Company with any other Company or on the acquisition or take over of the Company by any other Organisation or in the event of the Company ceasing to carry on business in any of which events the Managing Director shall only be entitled to remuneration under this Agreement provided for in Clause 5 hereof upto the effective date of winding up, merger, amalgamation, acquisition or take over as the case may be.
15. In the event of this Agreement being terminated under the provisions of Clauses 13 or 14 hereof or in the event of the Managing Director dying during the currency of this Agreement he or his legal representatives as the case may be, shall be entitled to receive from the Company remuneration upto the date of such termination or death.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and the year first above written.

SIGNED, SEALED AND DELIVERED by)
 the withinnamed RALLIS INDIA LIMITED)
 in the presence of Mr. R. Gopalakrishnan,)
 Chairman and Mrs. P. S. Meherhomji, Assistant)
 Company Secretary of the Company, pursuant)
 to a Resolution of its Board of Directors)
 passed on 29th July, 2003)

SIGNED AND DELIVERED by)
 DR. VENKATRAO S. SOHONI)
 in the presence of Ms. Annahita Kapadia)

APPENDIX XXX

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO. 102 OF 2003
 IN
 COMPANY APPLICATION NO. 455 OF 2002

IN THE MATTER of the Companies Act,
 1956;

AND

IN THE MATTER of Sections 391 to 394 of
 the said Act;

AND

IN THE MATTER of Rallis Finance And
 Investments Company Limited;

AND

IN THE MATTER of Scheme of
 Amalgamation of Rallis Finance And
 Investments Company Limited, Rallis Farm
 Management Services Limited, Rallis Hybrid
 Seeds Limited, Ralchem Limited and Sankhya
 Garments Limited with Rallis India Limited.

Rallis Finance And Investments)
 Company Limited, a Company)
 incorporated under the Companies)
 Act, 1956 and having its Registered)
 Office at Ralli House, 21, D. S. Marg,)
 Mumbai 400 001)

.....Petitioner.

Coram : Dr. D. Y. Chandrachud J.

Date : 6th November, 2003

Upon the Petition of Rallis Finance And Investments Company Limited the Petitioner Company abovenamed solemnly declared on the 14th day of January, 2003 and presented to this Court on the 14th day of January, 2003 for sanction of the Arrangement embodied in the Scheme of Amalgamation of Rallis Finance And Investments Company Limited (hereinafter referred to as the "Petitioner Company" or the "First Transferor Company"), Rallis Farm Management Services Limited (hereinafter referred to as the "Second Transferor Company"), Rallis Hybrid Seeds Limited (hereinafter referred to as the "Third Transferor Company"), Ralchem Limited (hereinafter referred to as the "Fourth Transferor Company") and Sankhya Garments Limited (hereinafter referred to as the "Fifth Transferor Company") (hereinafter First, Second, Third, Fourth and Fifth Transferor Company together referred to as "the Transferor Companies") with Rallis India Limited (hereinafter referred to as "the Transferee Company") and for other consequential reliefs as mentioned in the Petition AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mrs. Shirin V. Balsara, Director of the Petitioner Company, dated 14th day of January, 2003 verifying the said Petition AND UPON READING the Affidavit of Mr. Bhagwan W. Sawant, Clerk in the Office of M/s. Crawford Bayley & Co., Advocates for the Petitioner Company dated 5th day of February, 2003 proving service of Notice of hearing of the Petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai AND UPON READING the Affidavit of Mr. Bhagwan W. Sawant dated 5th day of February, 2003 proving service of notice of hearing of the Petition upon the Official Liquidator, High Court, Bombay AND UPON READING the Order dated 24th day of January, 2003 whereby individual notice of the date of hearing of the Petition upon the Secured and Unsecured Creditors of the Petitioner Company was dispensed with in view of the averments made in para 54 of the

Petition AND UPON READING the Order dated 25th day of October, 2002 made by this Hon'ble Court in Company Application No. 455 of 2002, whereby the convening and holding of the meeting of the shareholders of the Petitioner Company to consider and approve the Scheme of Amalgamation of the Transferor Company with the Transferee Company was dispensed with in view of the consent given by all the shareholders of the Petitioner Company which are annexed as Exhibits "N-1 to N-7" to the Affidavit in support of Company Application No. 455 of 2002 AND meetings of Secured and Unsecured creditors of the Petitioner Company was also dispensed with in view of the averments made in para 51 of the Affidavit in support of Company Application No. 455 of 2002 and the undertaking given by the Petitioner Company to give notice of hearing of the Petition to the Secured and Unsecured creditors of the Petitioner Company as directed by Hon' ble Court AND UPON READING the affidavit dated 13th day of March, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company proving publication of Notice of Hearing of the Petition in the issue of "Free Press Journal" and "Navshakti" both dated 3rd day of March, 2003 AND UPON READING the Report dated 20th day of March, 2003 of the Official Liquidator, High Court, Bombay, wherein he has opined that the affairs of the Petitioner Company have not been conducted in a manner prejudicial to the interest of its members or to public interest AND UPON READING the affidavit dated 12th day of March, 2003 of Mr. Chakradhara Paik, Regional Director, Western Region, Department of Company Affairs, stating that the Scheme is not prejudicial to the interest of the shareholders and creditors of the Petitioner Company AND UPON READING the supplemental affidavit dated 10th April, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company, providing clarification on the aggregate amount of Rs.81.42 lacs appearing in Schedule 10 of the Balance Sheet and Profit & Loss Account of the Petitioner Company AND UPON READING the affidavit dated 2th day of September, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company, placing on record the latest audited financial results of the Petitioner Company for the period ended 1st April, 2002 to 31st March, 2003 AND UPON READING the affidavit dated 5th day of November, 2003 of Mr. S. Chandrasekhar, Director of the Petitioner Company, praying that the Scheme of Amalgamation being Exhibit "N" to the Petition, as approved by the members of the Petitioner Company, be amended by substituting word 'debited' by word 'credited' in line 6 & substituting word 'credited' by word 'debited' in line 9 of Clause 11.4 of Scheme as set out in the affidavit AND UPON HEARING Mr. Bomi H. Patel, Counsel instructed by Messrs. Crawford Bayley & Co. Advocates for the Petitioner Company appearing in support of the said Petition and Mr. R. C. Master with Mr. D. A. Dube, Panel Counsel instructed by Mr. T. C. Kaushik for the Regional Director, Department of Company Affairs, Maharashtra, Mumbai who submits to the order of the Court and Mr. S. R. Kom, the Official Liquidator, High Court, Bombay who also submits to the Order of the Court AND no other person or persons entitled to appear at the hearing of the Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOTH HEREBY SANCTION the arrangement embodied in the Scheme of Amalgamation of Rallis Finance And Investments Company Limited, Rallis Farm Management Services Limited, Rallis Hybrid Seeds Limited, Ralchem Limited and Sankhya Garments Limited, the Transferor Companies with Rallis India Limited, the Transferee Company, as set forth in Exhibit "N" to the Petition and also in the Schedule hereto with rectification of the typographical error as mentioned hereinabove in the affidavit dated 5th November, 2003 AND THIS COURT DOTH HEREBY DECLARE that the arrangement embodied in the Scheme of Amalgamation being Exhibit "N" to the Petition as amended by the affidavit dated 5th November, 2003 as hereinbefore mentioned, to be binding with effect from the 1st April, 2002 (hereinafter referred to as the "Appointed Date") on all the members of the Petitioner Company and the Transferee Company; AND THIS COURT DOTH ORDER that all the assets, claims, estates, interests, powers, properties, rights and titles of every description of or relating to, the Petitioner Company as on the Appointed Date as defined in the said Scheme being Exhibit "N" to the Petition together with all the debts, duties, liabilities and obligations of every descripton of or pertaining to the Petitioner Company as on the Appointed Date whether provided for or not in the books of account of the Petitioner Company and whether disclosed or undisclosed in its balance sheet

together with all advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorisations, benefits, capital work-in-progress, concessions, rights and benefit of all contracts, consents, current assets, easements, engagements, exemptions, fixed assets, industrial and intellectual property rights of any nature whatsoever and licences in respect thereof, intangibles, investments, leasehold rights, liberties, ownership flats, patents, permits, powers of every kind, nature and description whatsoever, privileges, provision funds, quota rights, registrations, reserves, and all properties, movable and immovable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situated, right to use and avail of telephones, telexes, facsimile connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, trade names, all other utilities held by the Petitioner Company or to which the Petitioner Company is entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/ or deposits including security deposits paid by the Petitioner Company and all other interests wheresoever situate, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Petitioner Company shall without any further act, deed, instrument, matter or thing, be and shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company so as to become the Undertaking of the Transferee Company as defined in the said Scheme, but subject to the charges existing thereon or on the said assets on the Appointed Date; AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Date, all the profits including taxes, if any, thereon or incomes arising to the Petitioner Company or any costs and charges, expenditure or losses arising or incurred by the Petitioner Company shall for all purposes be treated and deemed to be and accrue as the profits, taxes or incomes, or costs, charges, expenditure or losses of the Transferee Company, as the case may be; AND THIS COURT DOTH FURTHER ORDER that all proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Petitioner Company pending shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Petitioner Company or of anything contained in the said Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Petitioner Company as if the said Scheme had not been made and thereafter be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Petitioner Company if the said Scheme had not been made and the Transferee Company shall take steps to have the abovementioned proceedings continued in its name; AND THIS COURT DOTH FURTHER ORDER that all lawful agreements, arrangements, bonds, contracts, deeds and other instruments of whatsoever nature to which the Petitioner Company is a party or to the benefit of which it may be eligible and which are subsisting or operative or having effect, shall till the Effective Date, be in full force and effect and May be enforced as fully and effectually as if, the Scheme had not been made and thereafter, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Petitioner Company, the Transferee Company had been a party or beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Transferee Company and other parties thereto and the Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any arrangement, confirmations or novations in order to give formal effect to the provisions of this clause, if so required or if it becomes necessary AND THIS COURT DOTH FURTHER ORDER that the Transferee Company will takeover all the staff, workmen and other employees in the service of the Petitioner Company immediately preceding the Effective Date, and they shall become the staff, workmen and employees of the Transferee Company and that the services of the said staff, workmen and other employees shall, for all purposes, including accrued leave benefits, gratuity, provident fund retirement benefits, retrenchment compensation, superannuation and so on, be regarded as continuous without any break or interruption of service by reason of the transfer of the Undertaking to the Transferee

Company and that the terms and conditions of service applicable to such employees on the Effective Date will not in any way be less favourable to them than those applicable to them immediately before the Effective Date and the position, rank and designation of the employees would, however, be decided by the Board of the Transferee Company, which shall also have the right to exercise an option, if warranted, to transfer such employees to any unit of the Transferee Company as may be deemed to be necessary from time to time and that it is expressly provided that as far as the Gratuity Fund, Provident Fund Scheme, Superannuation Fund or any other Special Fund including any surplus in such funds, created or existing for the benefit of the employees, staff and workmen of the Petitioner Company are concerned, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Petitioner Company for all purposes whatsoever related to the administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Schemes or Funds as per the terms provided in the respective Trust deeds or other documents and it is the aim and intent of the Scheme that all the duties, obligations, powers and rights of the Petitioner Company in relation to such Funds shall become those of the Transferee Company; AND THIS COURT DOT H FURTHER ORDER that pursuant to the transfer of the Undertaking as provided in Clause 5.1 of the said Scheme and subject to the provisions in the Scheme in relation to the mode of transfer and vesting, the liabilities of the Petitioner Company, shall also be and stand transferred or deemed to be transferred. without further act, instrument, deed, matter or thing, to the Transferee Company, pursuant to the provisions of Section 394 of the said Act so as to become as and from the Appointed Date, the debts, duties, liabilities and obligations of the Transferee Company and further that for the purpose of giving effect to the provisions of this Clause, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen and provided that, the Transferee Company may, at any time after the coming into the effect of the said Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute in favour of the secured creditors of the Petitioner Company or in favour of any other party to any contract or arrangement to which the Petitioner Company is a party, such Deeds of Confirmation or any writings as may be necessary to be executed in order to give formal effect to the above provisions and the Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Petitioner Company and to implement or carry out all such formalities or compliances referred to above on the part of the Petitioner Company to be carried out or performed; AND THIS COURT DOT H FURTHER ORDER that the guarantees provided by third parties on behalf of the Petitioner Company shall be taken over by the Transferee Company and these parties shall be discharged of their obligations on this account; AND THIS COURT DOT H FURTHER ORDER that to the extent that there are inter-company loans, deposits, balances or debenture holding as between the Petitioner Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of any assets or liabilities as the case may be and for the removal of doubt, it is clarified that in view of the above, there would be no accrual of interest or other charges in respect of any such inter-company loans, deposit or balances, with effect from the Appointed Date; AND THIS COURT DOT H FURTHER ORDER that upon the Scheme coming into effect, the Transferee Company shall record all assets and liabilities vested in the Transferee Company pursuant to the Scheme at their book values and that the book value of the investments in the Share Capital of the Petitioner Company as appearing in the Books of the Transferee Company and/ or any of the other Transferor Companies, shall be set off against the share capital of the Petitioner Company/ any of the other Transferor Companies and the excess, if any, of the book value of investments of the investing Company over the proportionate Share Capital of the investee Company, shall be first deducted from the Capital Reserve balance in the Transferee Company and the remainder, if any, shall be deducted from the balance in the Share Premium Reserves of the Transferee Company and if on the other hand, the book value of the investments in the investing Company

over the proportionate value of in the Share Capital of the investee Company/ies is less than the Share Capital of the investee Company/ies, the difference thereof be added to the Capital Reserves of the Transferee Company and the inter-company balance representing dues from/to the other Company/ies in the books of the Petitioner Company and the Transferee Company shall be set off by taking the accounts of all assets and liabilities of the Petitioner Company as on the Appointed Date which shall be transferred pursuant to the Scheme and if the total of such assets exceed the total of liabilities (excluding the share capital account of the Petitioner Company) such excess shall be credited to the Profit & Loss Account of the Transferee Company during the financial year beginning the Appointed Date and if on the other hand the total of the liabilities exceed the total of assets, such excess shall be debited to the Profit & Loss Account of the Transferee Company during the financial year beginning the Appointed Date and the Provision, if any, made by the Petitioner Company and /or Transferee Company in regard to the above shall be credited back as on the Appointed date to the Profit and Loss Account of the Transferee Company as "Provision no longer required"; AND THIS COURT DOTH FURTHER ORDER that no shares of the Transferee Company shall be issued or allotted in respect of the holding of the Transferee Company in the Petitioner Company and the share capital of the Petitioner Company shall stand cancelled as the Petitioner Company is wholly owned subsidiary of the Transferee Company; AND THIS COURT DOTH FURTHER ORDER that upon the Scheme being effective the Petitioner Company shall stand dissolved without winding up; AND THIS COURT DOTH FURTHER ORDER that the Petitioner Company do within 30 days after the date of the sealing of the Order cause a certified copy thereof to be delivered to the Registrar of Companies, Maharashtra at Mumbai for registration; and upon such certified Copy of order being so delivered the Petitioner Company shall stand dissolved without winding up and the Registrar of Companies, Maharashtra, Mumbai, shall place the documents relating to the Petitioner Company and registered with him on the files kept by him in relation to the Transferee Company and consolidate the documents of the Petitioner Company and the Transferee Company; AND THIS COURT DOTH FURTHER ORDER that parties to the arrangement embodied in the Scheme of Amalgamation sanctioned herein or any person or persons interested therein shall be at liberty to apply to this Hon'ble Court for any direction that may be necessary with regard to the working of the arrangement embodied in the Scheme of Amalgamation sanctioned herein and set forth in the Schedule hereto AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.2,500/- (Rupees Two thousand five hundred only) each to the Regional Director, Department of Company Affairs, Maharashtra, Mumbai and the Official Liquidator, High Court, Bombay towards the cost of the said Petition WITNESS SHRI CHUNILAL KARSANDAS THAKKER, the Chief Justice at Bombay aforesaid this 6th day of November, 2003.

By the Court
For Prothonotary & Senior Master.

Sealer
Dated this 5th day of December, 2003

Order sanctioning the Scheme of)
Amalgamation drawn on the Application of)
Messrs. Crawford Bayley & Co., Advocates)
for the Petitioner Company having their)
Office at State Bank Buildings,)
N. G. N. Vaidya Marg, Fort,)
Mumbai 400 023.)

APPENDIX XXXI

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO. 103 OF 2003
 IN
 COMPANY APPLICATION NO. 456 OF 2002

IN THE MATTER of the Companies Act,
 1956;

AND

IN THE MATTER of Sections 391 to 394 of
 the said Act;

AND

IN THE MATTER of Rallis Farm Management
 Services Limited;

AND

IN THE MATTER of Scheme of
 Amalgamation of Rallis Finance And
 Investments Company Limited, Rallis Farm
 Management Services Limited, Rallis Hybrid
 Seeds Limited, Ralchem Limited and Sankhya
 Garments Limited with Rallis India Limited.

Rallis Farm Management Services)
 Limited, a Company incorporated)
 under the Companies Act, 1956 and)
 having its Registered Office at Ralli)
 House, 21, D. S. Marg, Mumbai 400 001)

.....Petitioner.

Coram : Dr. D. Y. Chandrachud J.

Date : 6th November, 2003

Upon the Petition of Rallis Farm Management Services Limited the Petitioner Company abovenamed solemnly declared on the 14th day of January, 2003 and presented to this Court on the 14th day of January, 2003 for sanction of the Arrangement embodied in the Scheme of Amalgamation of Rallis Finance And Investments Company Limited (hereinafter referred to as the "First Transferor Company"), Rallis Farm Management Services Limited (hereinafter referred to as the "Petitioner Company" or the "Second Transferor Company"), Rallis Hybrid Seeds Limited (hereinafter referred to as the "Third Transferor Company"), Ralchem Limited (hereinafter referred to as the "Fourth Transferor Company") and Sankhya Garments Limited (hereinafter referred to as the "Fifth Transferor Company") (hereinafter First, Second, Third, Fourth and Fifth Transferor Company together referred to as "the Transferor Companies") with Rallis India Limited (hereinafter referred to as "the Transferee Company") and for other consequential reliefs as mentioned in the Petition AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mrs. Shirin V. Balsara, Director of the Petitioner Company, dated 14th day of January, 2003 verifying the said Petition AND UPON READING the Affidavit of Mr. Bhagwan W. Sawant, Clerk in the Office of M/s. Crawford Bayley & Co., Advocates for the Petitioner Company dated 5th day of February, 2003 proving service of Notice of hearing of the Petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai AND UPON READING the Affidavit of Mr. Bhagwan W. Sawant dated 5th day of February, 2003 proving service of notice of hearing of the Petition upon the Official Liquidator, High Court, Bombay AND UPON READING the Order dated 24th day of January, 2003 whereby individual notice of the date of hearing of the Petition upon the Secured and Unsecured Creditors of the Petitioner Company was dispensed with in view of the averments made in para 54 of the Petition AND UPON READING the Order dated 25th day of October, 2002 made by this Hon'ble Court in Company Application No. 456 of 2002, whereby the convening and holding of the meeting of the shareholders of the Petitioner Company to consider and approve the

Scheme of Amalgamation of the Transferor Companies with the Transferee Company was dispensed with in view of the consent given by all the shareholders of the Petitioner Company which are annexed as Exhibits “N-1 to N-7” to the Affidavit in support of Company Application No 456 of 2002 AND meetings of Secured and Unsecured creditors of the Petitioner Company was also dispensed with in view of the averments made in para 51 of the Affidavit in support of Company Application No. 456 of 2002 and the undertaking given by the Petitioner Company to give notice of hearing of the Petition to the Secured and Unsecured creditors of the Petitioner Company as directed by Hon’ble Court AND UPON READING the affidavit dated 13th day of March, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company proving publication of Notice of Hearing of the Petition in the issue of “Free Press Journal” and “Navshakti” both dated 3rd March, 2003 AND UPON READING the Report dated 20th day of March, 2003 of the Official Liquidator, High Court, Bombay, wherein he has opined that the affairs of the Petitioner Company have not been conducted in a manner prejudicial to the interest of its members or to public interest AND UPON READING the affidavit dated 12th day of March, 2003 of Mr. Chakradhara Paik, Regional Director, Western Region, Department of Company Affairs, stating that the Scheme is not prejudicial to the interest of the shareholders and creditors of the Petitioner Company AND UPON READING the supplemental affidavit dated 17th April, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company, providing clarification on the aggregate amount of Rs.12.13 lacs appearing in Schedule 6 of the Balance Sheet and Profit & Loss Account of the Petitioner Company AND UPON READING the affidavit dated 2nd day of September, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company, placing on record the latest audited financial results of the Petitioner Company for the period ended 1st April, 2002 to 31st March, 2003 AND UPON READING the additional affidavit dated 5th day of November, 2003 of Mr. S. Chandrasekhar, Director of the Petitioner Company, praying that the Scheme of Amalgamation being Exhibit “N” to the Petition, as approved by the members of the Petitioner Company, be amended by substituting word ‘debited’ by word ‘credited’ in line 6 & substituting word ‘credited’ by word ‘debited’ in line 9 of Clause 11.4 of Scheme as set out in the affidavit AND UPON READING Mr. Bomi H. Patel, Counsel instructed by Messrs. Crawford Bayley & Co. Advocates for the Petitioner Company appearing in support of the said Petition and Mr. R.C. Master with Mr. D. A. Dube, Panel Counsel instructed by Mr. T. C. Kaushik for the Regional Director, Department of Company Affairs, Maharashtra, Mumbai who submits to the order of the Court and Mr. S. R. Kom, the Official Liquidator, High Court, Bombay who also submits to the Order of the Court AND no other person or persons entitled to appear at the hearing of the Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOETH HEREBY SANCTION the arrangement embodied in the Scheme of Amalgamation of Rallis Finance And Investments Company Limited, Rallis Farm Management Services Limited, Rallis Hybrid Seeds Limited, Ralchem Limited and Sankhya Garments Limited. the Transferor Companies with Rallis India Limited, the Transferee Company, as set forth in Exhibit “N” to the Petition and also in the Schedule hereto with rectification of the typographical error as mentioned hereinabove in the affidavit dated 5th November, 2003 AND THIS COURT DOETH HEREBY DECLARE that the arrangement embodied in the Scheme of Amalgamation being Exhibit “N” to the Petition as amended by the affidavit dated 5th November, 2003 as hereinbefore mentioned, to be binding with effect from the 1st April, 2002 (hereinafter referred to as the “Appointed Date”) on all the members of the Petitioner Company and the Transferee Company; AND THIS COURT DOETH ORDER that all the assets, claims, estates, interests, powers, properties, rights and titles of every description of, or relating to, the Petitioner Company as on the Appointed Date as defined in the said Scheme being Exhibit “N” to the Petition together with all the debts, duties, liabilities and obligations of every description of or pertaining to the Petitioner Company as on the Appointed Date whether provided for or not in the books of account of the Petitioner Company and whether disclosed or undisclosed in its balance sheet together with all advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorisations, benefits, capital work-in-progress, concessions, rights and benefit of all contracts, consents, current assets, easements, engagements, exemptions, fixed assets,

industrial and intellectual property rights of any nature whatsoever and licences in respect thereof, intangibles, investments, leasehold rights, liberties, ownership flats, patents, permits, powers of every kind, nature and description whatsoever, privileges, provision funds, quota rights, registrations, reserves, and all properties, movable and immovable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situated, right to use and avail of telephones, telexes, facsimile connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, trade names, all other utilities held by the Petitioner Company or to which the Petitioner Company is entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/ or deposits including security deposits paid by the Petitioner Company and all other interests wheresoever situate, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Petitioner Company shall without any further act, deed, instrument, matter or thing, be and shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company so as to become the Undertaking of the Transferee Company as defined in the said Scheme but subject to the charges existing thereon or on the said assets on the Appointed Date; AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Date, all the profits including taxes, if any, thereon or incomes arising to the Petitioner Company or any costs and charges, expenditure or losses arising or incurred by the Petitioner Company shall for all purposes be treated and deemed to be and accrue as the profits, taxes or incomes, or costs, charges, expenditure or losses of the Transferee Company, as the case may be; AND THIS COURT DOTH FURTHER ORDER that all proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Petitioner Company pending shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Petitioner Company or of anything contained in the said Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Petitioner Company as if the said Scheme had not been made and thereafter be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Petitioner Company if the said Scheme had not been made and the Transferee Company shall take steps to have the abovementioned proceedings continued in its name; AND THIS COURT DOTH FURTHER ORDER that all lawful agreements, arrangements, bonds, contracts, deeds and other instruments of whatsoever nature to which the Petitioner Company is a party or to the benefit of which it may be eligible and which are subsisting or operative or having effect, shall till the Effective Date, be in full force and effect and may be enforced as fully and effectually as if, the Scheme had not been made and thereafter, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Petitioner Company, the Transferee Company had been a party or beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Transferee Company and other parties thereto and the Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any arrangement, confirmations or novations in order to give formal effect to the provisions of this clause, if so required or if it becomes necessary AND THIS COURT FURTHER ORDER that the Transferee Company will takeover all the staff, workmen and other employees in the service of the Petitioner Company immediately preceding the Effective Date, and they shall become the staff, workmen and employees of the Transferee Company and that the services of the said staff, workmen and other employees shall, for all purposes, including accrued leave benefits, gratuity, provident fund, retirement benefits, retrenchment compensation, superannuation and so on, be regarded as continuous without any break or interruption of service by reason of the transfer of the Undertaking to the Transferee Company and that the terms and conditions of service applicable to such employees on the Effective Date will not in any way be less favourable to them than those applicable to them immediately before the Effective Date and the position, rank and designation of the employees

would, however, be decided by the Board of the Transferee Company, which shall also have the right to exercise an option, if warranted, to transfer such employees to any unit of the Transferee Company as may be deemed to be necessary from time to time and that it is expressly provided that as far as the Gratuity Fund, Provident Fund Scheme, Superannuation Fund or any other Special Fund including any surplus in such funds, created or existing for the benefit of the employees, staff and workmen of the Petitioner Company are concerned, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Petitioner Company for all purposes whatsoever related to the administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Schemes or Funds as per the terms provided in the respective Trust deeds or other documents and it is the aim and intent of the Scheme that all the duties, obligations, powers and rights of the Petitioner Company in relation to such Funds shall become those of the Transferee Company; AND THIS COURT DOT H FURTHER ORDER that pursuant to the transfer of the Undertaking as provided in Clause 5.1 of the said Scheme and subject to the provisions in the Scheme in relation to the mode of transfer and vesting, the liabilities of the Petitioner Company, shall also be and stand transferred or deemed to be transferred, without further act, instrument, deed, matter or thing, to the Transferee Company, pursuant to the provisions of Section 394 of the said Act so as to become as and from the Appointed Date, the debts, duties, liabilities and obligations of the Transferee Company and further that for the purpose of giving effect to the provisions of this Clause, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen and provided that, the Transferee Company may, at any time after the coming into the effect of the said Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute in favour of the secured creditors of the Petitioner Company or in favour of any other party to any contract or arrangement to which the Petitioner Company is a party, such Deeds of Confirmation or any writings as may be necessary to be executed in order to give formal effect to the above provisions and the Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Petitioner Company and to implement or carry out all such formalities or compliances referred to above on the part of the Petitioner Company to be carried out or performed; AND THIS COURT FURTHER ORDER that the guarantees provided by third parties on behalf of the Petitioner Company shall be taken over by the Transferee Company and these parties shall be discharged of their obligations on this account; AND THIS COURT DOT H FURTHER ORDER that to the extent that there are inter-company loans, deposits, balances or debenture holding as between the Petitioner Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of any assets or liabilities as the case may be and for the removal of doubt, it is clarified that in view of the above, there would be no accrual of interest or other charges in respect of any such inter-company loans, deposit or balances, with effect from the Appointed Date; AND THIS COURT DOT H FURTHER ORDER that upon the Scheme coming into effect, the Transferee Company shall record all assets and liabilities vested in the Transferee Company pursuant to the Scheme at their book values and that the book value of the investments in the Share Capital of the Petitioner Company as appearing in the Books of the Transferee Company and/ or any of the other Transferor Companies, shall be set off against the share capital of the Petitioner Company/ any of the other Transferor Companies and the excess, if any, of the book value of investments of the investing Company over the proportionate Share Capital of the investee Company, shall be first deducted from the Capital Reserve balance in the Transferee Company and the remainder, if any, shall be deducted from the balance in the Share Premium Reserves of the Transferee Company and if on the other hand, the book value of the investments in the investing Company over the proportionate value of in the Share Capital of the investee Company/ies is less than the Share Capital of the investee Company/ies, the difference thereof be added to the Capital Reserves of the Transferee Company and the inter-company balance representing dues from/

to the other Company/ies in the books of the Petitioner Company and the Transferee Company shall be set off by taking the accounts of all assets and liabilities of the Petitioner Company as on the Appointed Date which shall be transferred pursuant to the Scheme and if the total of such assets exceed the total of liabilities (excluding the share capital account of the Petitioner Company) such excess shall be credited to the Profit & Loss Account of the Transferee Company during the financial year beginning the Appointed Date and if on the other hand the total of the liabilities exceed the total of assets, such excess shall be debited to the Profit & Loss Account of the Transferee Company during the financial year beginning the Appointed Date and the Provision, if any, made by the Petitioner Company and/or Transferee Company in regard to the above shall be credited back as on the Appointed date to the Profit and Loss Account of the Transferee Company as “Provision no longer required”; AND THIS COURT DOTH FURTHER ORDER that no shares of the Transferee Company shall be issued or allotted in respect of the holding of the Transferee Company in the Petitioner Company and the share capital of the Petitioner Company shall stand cancelled as the Petitioner Company is wholly owned subsidiary of the Transferee Company; AND THIS DOTH FURTHER ORDER that upon the Scheme becoming effective the Petitioner Company shall stand dissolved without winding up; AND THIS COURT DOTH FURTHER ORDER that the Petitioner Company do within 30 days after the date of the sealing of the Order cause a certified copy thereof to be delivered to the Registrar of Companies, Maharashtra at Mumbai for registration; and upon such certified copy of order being so delivered, the Petitioner Company shall stand dissolved without winding up and the Registrar of Companies, Maharashtra, Mumbai, shall place the documents relating to the Petitioner Company and registered with him on the files kept by him in relation to the Transferee Company and consolidate the documents of the Petitioner Company and the Transferee Company; AND THIS COURT DOTH FURTHER ORDER that parties to the arrangement embodied in the Scheme of Amalgamation sanctioned herein or any person or persons interested therein shall be at liberty to apply to this Hon’ble Court for any direction that may be necessary with regard to the working of the arrangement embodied in the Scheme of Amalgamation sanctioned herein and set forth in the Schedule hereto AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.2,500/- (Rupees Two thousand five hundred only) each to the Regional Director, Department of Company Affairs, Maharashtra, Mumbai and the Official Liquidator, High Court, Bombay towards the cost of the said Petition WITNESS SHRI CHUNILAL KARSANDAS THAKKER, the Chief Justice at Bombay aforesaid this 6th day of November, 2003.

By the Court
For Prothonotary & Senior Master.

Sealer
Dated this 5th day of December, 2003

Order sanctioning the Scheme)
of Amalgamation drawn on the)
Application of Messrs. Crawford Bayley)
& Co., Advocates for the Petitioner)
Company having their Office at State)
Bank Buildings, N.G.N. Vaidya Marg,)
Fort, Mumbai 400 023.)

APPENDIX XXXII

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO. 104 OF 2003
 IN
 COMPANY APPLICATION NO. 457 OF 2002

IN THE MATTER of the Companies Act,
 1956;

AND

IN THE MATTER of Sections 391 to 394 of
 the said Act;

AND

IN THE MATTER of Rallis Hybrid Seeds
 Limited;

AND

IN THE MATTER of Scheme of
 Amalgamation of Rallis Finance And
 Investments Company Limited, Rallis Farm
 Management Services Limited, Rallis Hybrid
 Seeds Limited, Ralchem Limited and Sankhya
 Garments Limited with Rallis India Limited.

Rallis Hybrid Seeds Limited, a Company)
 incorporated under the Companies Act,)
 1956 and having its Registered Office at)
 Ralli House, 21, D. S. Marg, Mumbai)
 400 001)

.....Petitioner.

Coram : Dr. D. Y. Chandrachud J.

Date : 6th November, 2003

Upon the Petition of Rallis Hybrid Seeds Limited the Petitioner Company abovenamed solemnly declared on the 14th day of January, 2003 and presented to this Court on the 14th day of January, 2003 for sanction of the Arrangement embodied in the Scheme of Amalgamation of Rallis Finance And Investments Company Limited (hereinafter referred to as the "First Transferor Company"), Rallis Farm Management Services Limited (hereinafter referred to as the "Second Transferor Company"), Rallis Hybrid Seeds Limited (hereinafter referred to as the "Petitioner Company" or the "Third Transferor Company"), Ralchem Limited (hereinafter referred to as the "Fourth Transferor Company") and Sankhya Garments Limited (hereinafter referred to as the "Fifth Transferor Company") (hereinafter First, Second, Third, Fourth and Fifth Transferor Company together referred to as "Transferor Companies") with Rallis India Limited (hereinafter referred to as "the Transferee Company") and for other consequential reliefs as mentioned in the Petition AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mrs. Shirin V.-Balsara, Director of the Petitioner Company, dated 14th day of January, 2003 verifying the said Petition AND UPON READING the Affidavit of Mr. Bhagwan W. Sawant, Clerk in the Office of M/s. Crawford Bayley & Co., Advocates for the Petitioner Company dated 5th day of February, 2003 proving service of Notice of hearing of the Petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai AND UPON READING the Affidavit dated 5th day of February, 2003 of Mr. Bhagwan W. Sawant proving service of notice of hearing of the Petition upon the Official Liquidator, High Court, Bombay AND UPON READING the Order dated 24th day of January, 2003 whereby individual notice of the date of hearing of the Petition to the Secured Creditors of the Petitioner Company was dispensed with in view of the averments made in para 54 of the Petition AND UPON READING the Order dated 25th day of October, 2002 made by this Hon'ble Court in Company Application No. 457 of 2002, whereby the convening and holding of the meeting of the

shareholders of the Petitioner Company to consider and approve the Scheme of Amalgamation of the Transferor Companies with the Transferee Company was dispensed with in view of the consent given by all the shareholders of the Petitioner Company which are annexed as Exhibits "N-1 to N-7" to the Affidavit in support of Company Application No. 457 of 2002 AND meetings of Secured and Unsecured creditors of the Petitioner Company was also dispensed with in view of the averments made in para 51 of the Affidavit in support of Company Application No. 457 of 2002 and the undertaking given by the Petitioner Company to give notice of hearing of the Petition to all the Secured and Unsecured creditors of the Petitioner Company as directed by Hon'ble Court AND UPON READING the affidavit dated 13th day of March, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company proving publication of Notice of Hearing of the Petition in the issue of "Free Press Journal" and "Navshakti" both dated 3rd March, 2003 and despatch of individual notice of date of hearing of the Petition to the unsecured creditors to whom the Petitioner owed a sum of Rs.50,000 and above AND UPON READING the Report dated 20th day of March, 2003 of the Official Liquidator, High Court, Bombay, wherein he has opined that the affairs of the Petitioner Company have not been conducted in a manner prejudicial to the interest of its members or to public interest AND UPON READING the affidavit dated 12th March, 2003 of Mr. Chakradhara Paik, Regional Director, Western Region, Department of Company Affairs, stating that the Scheme is not prejudicial to the interest of the shareholders and creditors of the Petitioner Company AND UPON READING the affidavit dated 2nd day of September, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company, placing on record the latest audited financial results of the Petitioner for the period ended 1st April, 2002 to 31st March, 2003 AND UPON READING the affidavit dated 5th day of November, 2003 of Mr. Keki Pardiwala, Director of the Petitioner Company, praying that the Scheme of Amalgamation being Exhibit "N" to the Petition, as approved by the members of the Petitioner, be amended by substituting word 'debited' by word 'credited' in line 6 & substituting word 'credited' by word 'debited' in line 9 of Clause 11.4 of Scheme as set out in the affidavit AND UPON HEARING Mr. Bomi H. Patel, Counsel instructed by Messrs. Crawford Bayley & Co. Advocates for the Petitioner Company appearing in support of the said Petition and Mr. R.C. Master with Mr. D. A. Dube, Panel Counsel instructed by Mr. T. C. Kaushik for the Regional Director, Department of Company Affairs, Maharashtra, Mumbai who submits to the order of the Court and Mr. S. R. Kom, the Official Liquidator, High Court, Bombay who also submits to the Order of the Court AND no other person or persons entitled to appear at the hearing of the Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOTH HEREBY SANCTION the arrangement embodied in the Scheme of Amalgamation of Rallis Finance And Investments Company Limited, Rallis Farm Management Services Limited, Rallis Hybrid Seeds Limited, Ralchern Limited and Sankhya Garments Limited, the Transferor Companies with Rallis India Limited, the Transferee Company, as set forth in Exhibit "N" to the Petition and also in the Schedule hereto with rectification of the typographical error as mentioned hereinabove in the affidavit dated 5th November, 2003 AND THIS COURT DOTH HEREBY DECLARE that the arrangement embodied in the Scheme of Amalgamation being Exhibit "N" to the Petition and as amended by the affidavit dated 5th November, 2003 as hereinbefore mentioned, to be binding with effect from the 1st April, 2002 (hereinafter referred to as the "Appointed Date") on all the members of the Petitioner Company and the Transferee Company; AND THIS COURT DOTH ORDER that all the assets, claims, estates, interests, powers, properties, rights and titles of every description of, or relating to, the Petitioner as on the Appointed Date as defined in the said Scheme being Exhibit "N" to the Petition together with all the debts, duties, liabilities and obligations of every description of or pertaining to the Petitioner Company as on the Appointed Date whether provided for or not in the books of account of the Petitioner Company and whether disclosed or undisclosed in its balance sheet together with all advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorisations, benefits, capital work-in-progress, concessions, rights and benefit of all contracts, consents, current assets, easements, engagements, exemptions, fixed assets, industrial and intellectual property rights of any nature whatsoever and licences in respect thereof, intangibles, investments, leasehold rights, liberties, ownership flats, patents, permits, powers of every kind, nature and description whatsoever, privileges, provision funds, quota rights, registrations, reserves, and all properties, movable and immovable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situated, right to use and avail of telephones, telexes, facsimile connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, trade names, all other utilities held by the Petitioner Company or to which the Petitioner Company is entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/ or deposits including security deposits paid by the Petitioner Company and all other interests wheresoever situate, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Petitioner Company shall without any further act, deed,

instrument, matter or thing, be and shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company so as to become the Undertaking of the Transferee Company as defined in the said Scheme, but subject to the charges existing thereon or on the said assets on the Appointed Date; AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Date, all the profits including taxes, if any, thereon or incomes arising to the Petitioner Company or any costs and charges, expenditure or losses arising or incurred by the Petitioner Company shall for all purposes be treated and deemed to be and accrue as the profits, taxes or incomes, or costs, charges, expenditure or losses of the Transferee Company, as the case may be; AND COURT DOTH FURTHER ORDER that all proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Petitioner Company pending shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Petitioner Company or of anything contained in the said Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Petitioner Company as if the said Scheme had not been made and thereafter be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Petitioner Company if the said Scheme had not been made and the Transferee Company shall take steps to have the abovementioned proceedings continued in its name; AND THIS COURT DOTH FURTHER ORDER that all lawful agreements, arrangements, bonds, contracts, deeds and other instruments of whatsoever nature to which the Petitioner Company is a party or to the benefit of which it may be eligible and which are subsisting or operative or having effect, shall till the Effective Date, be in full force and effect and may be enforced as fully and effectually as if the Scheme had not been made and thereafter, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Petitioner Company, the Transferee Company had been a party or beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Transferee Company and other parties thereto and the Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any arrangement, confirmations or novations in order to give formal effect to the provisions of this clause, if so required or if it becomes necessary AND THIS COURT DOTH FURTHER ORDER that the Transferee Company will takeover all the staff, workmen and other employees in the service of the Petitioner Company immediately preceding the Effective Date, and they shall become the staff, workmen and employees of the Transferee Company and that the services of the said staff, workmen and other employees shall, for all purposes, including accrued leave benefits, gratuity, provident fund, retirement benefits, retrenchment compensation, superannuation and so on, be regarded as continuous without any break or interruption of service by reason of the transfer of the Undertaking to the Transferee Company and that the terms and conditions of service applicable to such employees on the Effective Date will not in any way be less favourable to them than those applicable to them immediately before the Effective Date and the position, rank and designation of the employees would, however, be decided by the Board of the Transferee Company, which shall also have the right to exercise an option, if warranted, to transfer such employees to any unit of the Transferee Company as may be deemed to be necessary from time to time and that it is expressly provided that as far as the Gratuity Fund, Provident Fund Scheme, Superannuation Fund or any other Special Fund including any surplus in such funds, created or existing for the benefit of the employees, staff and workmen of the Petitioner Company are concerned, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Petitioner Company for all purposes whatsoever related to the administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Schemes or Funds as per the terms provided in the respective Trust deeds or other documents and it is the aim and intent of the Scheme that all the duties, obligations, powers and rights of the Petitioner Company in relation to such Funds shall become those of the Transferee Company; AND THIS COURT DOTH FURTHER ORDER that

pursuant to the transfer of the Undertaking as provided in Clause 5.1 of the said Scheme and subject to the provisions in the Scheme in relation to the mode of transfer and vesting, the liabilities of the Petitioner Company, shall also be and stand transferred or deemed to be transferred, without further act, instrument, deed, matter or thing, to the Transferee Company, pursuant to the provisions of Section 394 of the said Act so as to become as and from the Appointed Date; the debts, duties, liabilities and obligations of the Transferee Company and further that for the purpose of giving effect to the provisions of this Clause, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen and provided that, the Transferee Company may, at any time after the coming into the effect of the said Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute in favour of the secured creditors of the Petitioner Company or in favour of any other party to any contract or arrangement to which the Petitioner Company is a party, such Deeds of Confirmation or any writings as may be necessary to be executed in order to give formal effect to the above provisions and the Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Petitioner Company and to implement or carry out all such formalities or compliances referred to above on the part of the Petitioner Company to be carried out or performed: AND THIS COURT DOTH FURTHER ORDER that the guarantees provided by third parties on behalf of the Petitioner Company shall be taken over by the Transferee Company and these parties shall be discharged of their obligations on this account; AND THIS COURT DOTH FURTHER ORDER that to the extent that there are inter-company loans, deposits, balances or debenture holding as between the Petitioner Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of any assets or liabilities as the case may be and for the removal of doubt, it is clarified that in view of the above, there would be no accrual of interest or other charges in respect of any such inter-company loans, deposit or balances, with effect from the Appointed Date; AND THIS COURT DOTH FURTHER ORDER that upon the Scheme coming into effect, the Transferee Company shall record all assets and liabilities vested in the Transferee Company pursuant to the Scheme at their book values and that the book value of the investments in the Share Capital of the Petitioner Company as appearing in the Books of the Transferee Company and/or any of the other Transferor Companies, shall be set off against the share capital of the Petitioner Company/ any of the other Transferor Companies and the excess, if any, of the book value of investments of the investing Company over the proportionate Share Capital of the investee Company, shall be first deducted from the Capital Reserve balance in the Transferee Company and the remainder, if any, shall be deducted from the balance in the Share Premium Reserves of the Transferee Company and if on the other hand, the book value of the investments in the investing Company over the proportionate value of in the Share Capital of the investee Company/ies is less than the Share Capital of the investee Company/ies, the difference thereof be added to the Capital Reserves of the Transferee Company and the inter-company balance representing dues from/ to the other Company/ies in the books of the Petitioner Company and the Transferee Company shall be set off by taking the accounts of all assets and liabilities of the Petitioner Company as on the Appointed Date which shall be transferred pursuant to the Scheme and if the total of such assets exceed the total of liabilities (excluding the share capital account of the Petitioner Company) such excess shall be credited to the Profit & Loss Account of the Transferee Company during the financial year beginning the Appointed Date and if on the other hand the total of the liabilities exceed the total of assets, such excess shall be debited to the Profit & Loss Account of the Transferee Company during the financial year beginning the Appointed Date and the Provision, if any, made by the Petitioner Company and /or Transferee Company in regard to the above shall be credited back as on the Appointed date to the Profit and Loss Account of the Transferee Company as "Provision no longer required"; AND THIS COURT DOTH FURTHER ORDER that no shares of the Transferee Company shall be issued or allotted in respect of the holding of the Transferee Company in the Petitioner Company and the share capital of the Petitioner Company shall stand cancelled as the Petitioner Company is wholly owned subsidiary of the Transferee Company; AND THIS COURT DOTH FURTHER ORDER that upon the Scheme becoming effective the Petitioner Company shall stand dissolved without winding up; AND THIS COURT DOTH FURTHER ORDER that the Petitioner Company do within 30 days after the date of the sealing of the Order cause a certified copy thereof to be delivered to the Registrar of Companies, Maharashtra at Mumbai for registration;

and upon such certified copy of order being so delivered the Petitioner Company shall stand dissolved without winding up and the Registrar of Companies, Maharashtra, Mumbai, shall place the documents relating to the Petitioner Company and registered with him on the files kept by him, in relation to the Transferee Company and consolidate the documents of the Petitioner Company and the Transferee Company; AND THIS COURT DOTH FURTHER ORDER that parties to the arrangement embodied in the Scheme of Amalgamation sanctioned herein or any person or persons interested therein shall be at liberty to apply to this Hon'ble Court for any direction that may be necessary with regard to the working of the arrangement embodied in the Scheme of Amalgamation sanctioned herein and set forth in the Schedule hereto AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.2,500/- (Rupees Two thousand five hundred only) each to the Regional Director, Department of Company Affairs, Maharashtra, Mumbai and the Official Liquidator, High Court, Bombay towards the cost of the said Petition WITNESS SHRI CHUNILAL KARSANDAS THAKKER, the Chief Justice at Bombay aforesaid this 6th day of November, 2003.

By the Court
For Prothonotary & Senior Master.

Sealer
Dated this 5th day of December, 2003

Order sanctioning the Scheme)
of Amalgamation drawn on the)
Application of Messrs. Crawford Bayley)
& Co., Advocates for the Petitioner)
Company having their Office at State)
Bank Buildings, N.G.N. Vaidya Marg,)
Fort, Mumbai 400 023.)

For Schedule, please see pages 199 to 211

APPENDIX XXXIII

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURIDCTION
 COMPANY PETITION NO. 105 OF 2003
 IN
 COMPANY APPLICATION NO. 458 OF 2002

IN THE MATTER of the Companies Act,
 1956;

AND

IN THE MATTER of Sections 391 to 394 of
 the said Act;

AND

IN THE MATTER of Ralchem Limited;

AND

IN THE MATTER of Scheme of
 Amalgamation of Rallis Finance And
 Investments Company Limited, Rallis Farm
 Management Services Limited, Rallis Hybrid
 Seeds Limited, Ralchem Limited and Sankhya
 Garments Limited with Rallis India Limited.

Ralchem Limited, a Company)
 incorporated under the Companies Act,)
 1956 and having its Registered Office at)
 Ralli House, 21, D. S. Marg, Mumbai)
 400 001)

.....Petitioner.

Coram : Dr. D. Y. Chandrachud J.

Date : 6th November, 2003

Upon the Petition of Ralchem Limited the Petitioner Company abovenamed solemnly declared on the 14th day of January, 2003 and presented to this Court on the 14th day of January, 2003 for sanction of the Arrangement embodied in the Scheme of Amalgamation of Rallis Finance and Investments Company Limited (hereinafter referred to as the "First Transferor Company"), Rallis Farm Management Services Limited (hereinafter referred to as the "Second Transferor Company"), Rallis Hybrid Seeds Limited (hereinafter referred to as the "Third Transferor Company"), Ralchem Limited (hereinafter referred to as the "Petitioner Company" or the "Fourth Transferor Company") and Sankhya Garments Limited (hereinafter referred to as the "Fifth Transferor Company") (hereinafter First, Second, Third, Fourth and Fifth Transferor Company together referred to as the "Transferor Companies") with Rallis India Limited (hereinafter referred to as "the Transferee Company") and for other consequential reliefs as mentioned in the Petition AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the affidavit of Mrs. Shirin V. Balsara, Director of the Petitioner Company, dated 14th day of January, 2003 verifying the said Petition AND UPON READING the affidavit of Mr. Bhagwan W. Sawant, Clerk in the Office of M/s. Crawford Bayley & Co., Advocates for the Petitioner Company, dated 5th day of February, 2003 proving service of Notice of hearing of the Petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai AND UPON READING the affidavit dated 5th day of February 2003 of Mr. Bhagwan W. Sawant proving service of notice of hearing of the Petition upon the Official Liquidator, High Court, Bombay AND UPON READING the Order dated 25th day of October, 2002 made by this Hon'ble Court in Company Application No. 458 of 2002, whereby the convening and holding of the meeting of the shareholders of the Petitioner Company to consider and approve the Scheme of Amalgamation of the Transferor Companies with the Transferee Company which are annexed as Exhibits "N-1 to N-7" to the Affidavit in support of Company Application No. 458 of 2002 AND meetings of Secured and Unsecured creditors of the Petitioner Company was also dispensed with in view of the

averments made in para 51 of the Affidavit in support of Company Application No. 458 of 2002 and the undertaking given by the Petitioner Company to give notice of hearing of the Petition to all the Secured and Unsecured creditors of the Petitioner Company as directed by Hon'ble Court AND UPON READING the affidavit dated 22nd day of January, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company, annexing the "No Objection" Certificates received from all the secured creditors of the Petitioner Company and in view thereof the notice of hearing of the Petition to Secured Creditors of the Petitioner Company was dispensed with AND UPON READING the affidavit dated 13th day of March, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company proving publication of Notice of Hearing of the Petition in the issue of "Free Press Journal" and "Navshakti" both dated 3rd March, 2003 and despatch of individual notice of date of hearing of the Petition to the unsecured creditors to whom the Petitioner owed a sum of Rs.5,00,000 and above AND UPON READING the Report dated 20th day of March, 2003 of the Official Liquidator, High Court, Bombay, wherein he has opined that the affairs of the Petitioner Company have not been conducted in a manner prejudicial to the interest of its members or to public interest AND UPON READING the affidavit dated 12th March, 2003 of Mr. Chakradhara Paik, Regional Director, Western Region, Department of Company Affairs, stating that the Scheme is not prejudicial to the interest of the shareholders and creditors of the Petitioner Company AND UPON READING the affidavit dated 2nd day of September, 2003 of Mrs. Shirin V. Basara, Director of the Petitioner Company, placing on record the latest audited financial results of the Petitioner for the period ended 1st April, 2002 to 31st March, 2003 AND UPON READING the affidavit dated 5th day of November, 2003 of Mr. S. Chandrasekhar, Director of the Petitioner Company, praying that the Scheme of Amalgamation being Exhibit "N" to the Petition, as approved by the members of the Petitioner, be amended by substituting word 'debited' by word 'credited' in line 6 & substituting word 'credited' by word 'debited' in line 9 of Clause 11.4 of Scheme as set out in the affidavit AND UPON HEARING Mr. Bomi H. Patel, Counsel instructed by Messrs. Crawford Bayley & Co. Advocates for the Petitioner Company appearing in support of the said Petition and Mr. R. C. Master with Mr. D. A. Dube, Panel Counsel instructed by Mr. T. C. Kaushik for the Regional Director, Department of Company Affairs, Maharashtra, Mumbai who submits to the order of the Court and Mr. S. R. Kom, the Official Liquidator, High Court, Bombay who also submits to the Order of the Court AND no other person or persons entitled to appear at the hearing of the Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOTH HEREBY SANCTION the arrangement embodied in the Scheme of Amalgamation of Rallis Finance & Investments Company Limited, Rallis Farm Management Services Limited, Rallis Hybrid Seeds Limited, Ralchem Limited and Sankhya Garments Limited, the Transferor Companies with Rallis India Limited, the Transferee Company, as set forth in Exhibit "N" to the Petition and also in the Schedule hereto with rectification of the typographical error as mentioned hereinabove in the affidavit dated 5th November, 2003 AND THIS COURT DOTH HEREBY DECLARE that the arrangement embodied in the Scheme of Amalgamation being Exhibit "N" to the Petition and as amended by the affidavit dated 5th November, 2003 as hereinbefore mentioned, to be binding with effect from the 1st April, 2002 (hereinafter referred to as the "Appointed Date") on all the members of the Petitioner Company and the Transferee Company; AND THIS COURT DOTH ORDER that all the assets, claims, estates, interests, powers, properties, rights and titles of every description of, or relating to, the Petitioner Company as on the Appointed Date as defined in the said Scheme being Exhibit "N" to the Petition together with all the debts, duties, liabilities and obligations of every description of or pertaining to the Petitioner Company as on the Appointed Date whether provided for or not in the books of account of the Petitioner Company and whether disclosed or undisclosed in its balance sheet together with all advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorisations, benefits, capital work-in-progress, concessions, rights and benefit of all contracts, consents, current assets, easements, engagements, exemptions, fixed assets, industrial and intellectual property rights of any nature whatsoever and licences in respect thereof, intangibles, investments, leasehold rights, liberties, ownership flats, patent, permits,

powers of every kind, nature and description whatsoever, privillages, provision funds, quota rights, registrations, reserves, and all properties, movable and immovable, real, corporeal or incorporeal, in possession or reservation, present or contingent of whatsoever nature and wheresoever situated, right to use and avail of telephones, telexes, facsimile connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, trade names, all other utilities held by the Petitioner Company or to which the Petitioner is entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/ or deposits including security deposits paid by the Petitioner Company and all other interests wheresoever situate, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Petitioner Company shall without any further act, deed, instrument, matter or thing, be and shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company so as to become the Undertaking of the Transferee Company as defined in the said Scheme, but subject to the charges existing thereon or on the said assets on the Appointed Date; AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Date, all the profits including taxes, if any, thereon or incomes arising to the Petitioner Company or any costs and charges, expenditure or losses arising or incurred by the Petitioner Company shall for all purposes be treated and deemed to be and accrue as the profits, taxes or incomes, or costs, charges, expenditure or losses of the Transferee Company, as the case may be; AND THIS COURT DOTH FURTHER ORDER that all the proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Petitioner Company pending shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Petitioner Company or of anything contained in the said Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Petitioner Company as if the said Scheme had not been made and thereafter be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Petitioner Company if the said Scheme had not been made and the Transferee Company shall take steps to have the abovementioned proceedings continued in its name; AND THIS COURT DOTH FURTHER ORDER that all the lawful agreements, arrangements, bonds, contracts, deeds and other instruments of whatsoever nature to which the Petitioner Company is a party or to the benefit of which it may be eligible and which are subsisting or operative or having effect, shall till the Effective Date, be in full force and effect and maybe enforced as fully and effectually as if, the Scheme had not been made and thereafter, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Petitioner Company, the Transferee Company had been a party or beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Transferee Company and other parties thereto and the Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any arrangement, confirmations or novations in order to give formal effect to the provisions of this clause, if so required or if it becomes necessary AND THIS COURT DOTH FURTHER ORDER that the Transferee Company will takeover all the staff, workmen and other employees in the service of the Petitioner Company immediately preceding the Effectiver Date, and they shall become the staff, workmen and employees of the Transferee Company and that the services of the said staff, workmen and other employees shall, for all purposes, including accrued leave benefits, gratuity, provident fund, retirement benefits, retrenchment compensation, superannuation and so on, be regarded as continuous without any break or interruption of service by reason of the transfer of the Undertaking to the Transferee Company and that the terms and conditions of service applicable to such employees on the Effective Date will not in any way be less favourable to them than those applicable to them immediately before the Effective Date and the position, rank and designation of the employees would, however, be decided by the Board of the Transferee Company, which shall also have the right to exercise an option, if warranted, to transfer such employees to any unit of the Transferee

Company as may be deemed to be necessary from time to time and that it is expressly provided that as far as the Gratuity Fund, Provident Fund Scheme, Superannuation Fund or any other Special Fund including any surplus in such funds, created or existing, for the benefit of the employees, staff and workmen of the Petitioner Company are concerned, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Petitioner Company for all purposes whatsoever related to the administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Schemes or Funds as per the terms provided in the respective Trust deeds or other documents and it is the aim and intent of the Scheme that all the duties, obligations, powers and rights of the Petitioner Company in relation to such Funds shall become those of the Transferee Company; AND THIS COURT DOETH FURTHER ORDER that pursuant to the transfer of the Undertaking as provided in Clause 5.1 of the said Scheme and subject to the provisions in the Scheme in relation to the mode of transfer and vesting, the liabilities of the Petitioner Company, shall also be and stand transferred or deemed to be transferred, without further act, instrument, deed, matter or thing, to the Transferee Company, pursuant to the provisions of Section 394 of the said Act so as to become as and from the Appointed Date, the debts, duties, liabilities and obligations of the Transferee Company and further that for the purpose of giving effect to the provisions of this Clause, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen and provided that, the Transferee Company may, at any time after the coming into the effect of the said Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute in favour of the secured creditors of the Petitioner Company or in favour of any other party to any contract or arrangement to which the Petitioner Company is a party, such Deeds of Confirmation or any writings as may be necessary to be executed in order to give formal effect to the above provisions and the Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Petitioner Company and to implement or carry out all such formalities or compliances referred to above on the part of the Petitioner Company to be carried out or performed; AND THIS COURT DOETH FURTHER ORDER that the guarantees provided by third parties on behalf of the Petitioner Company shall be taken over by the Transferee Company and these parties shall be discharged of their obligations on this account; AND THIS COURT DOETH FURTHER ORDER that to the extent that there are inter-company loans, deposits, balances or debenture holding as between the Petitioner Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of any assets or liabilities as the case may be and for the removal of doubt, it is clarified that in view of the above, there would be no accrual of interest or other charges in respect of any such inter-company loans, deposit or balances with effect from the Appointed Date; AND THIS COURT DOETH FURTHER ORDER that upon the Scheme coming into effect, the Transferee Company shall record all assets and liabilities vested in the Transferee Company pursuant to the Scheme at their book values and that the book value of the investments in the Share Capital of the Petitioner Company as appearing in the Books of the Transferee Company and/ or any of the other Transferor Companies, shall be set off against the share capital of the Petitioner Company/ any of the other Transferor Companies and the excess, if any of the book value of investments of the investing Company over the proportionate Share Capital of the investee Company, shall be first deducted from the Capital Reserve balance in the Transferee Company and the remainder, if any shall be deducted from the balance in the Share Premium Reserves of the Transferee Company and if on the other hand, the book value of the investments in the investing Company over the proportionate value of in the Share Capital of the investee Company/ies is less than the Share Capital of the investee Company/ies, the difference thereof be added to the Capital Reserves of the Transferee Company and the inter-company balance representing dues from/ to the other Company/ies in the books of the Petitioner Company and the Transferee Company shall be set off by taking the accounts of all assets and liabilities of the Petitioner Company as

on the Appointed Date which shall be transferred pursuant to the Scheme and if the total of such assets exceed the total liabilities (excluding the share capital account of the Petitioner Company) such excess shall be credited to the Profit & Loss Account of the Transferee Company during the financial year beginning the Appointed Date and if on the other hand the total of the liabilities exceed the total of assets, such excess shall be debited to the Profit & Loss Account of the Transferee Company during the financial year beginning the Appointed Date and the Provision, if any, made by the Petitioner Company and/ or Transferee Company in regard to the above shall be credited back as on the Appointed date to the Profit and Loss Account of the Transferee Company as "Provision no longer required"; AND THIS COURT DOTH FURTHER ORDER that no shares of the Transferee Company shall be issued or allotted in respect of the holding of the Transferee Company in the Petitioner Company and the share capital of the Petitioner Company shall stand cancelled as the Petitioner Company is wholly owned subsidiary of the Transferee Company; AND THIS COURT DOTH FURTHER ORDER that upon the Scheme becoming effective the Petitioner Company shall stand dissolved without winding up; AND THIS COURT DOTH FURTHER ORDER that the Petitioner Company do within 30 days after the date of the sealing of the Order cause a certified copy thereof to be delivered to the Registrar of Companies, Maharashtra at Mumbai for registration; and upon such certified copy of the order being so delivered the Petitioner Company shall stand dissolved without winding up and the Registrar of Companies, Maharashtra, Mumbai shall place the documents relating to the Petitioner Company and registered with him on the files kept by him, in relation to the Transferee Company and consolidate the documents of the Petitioner Company and the Transferee Company; AND THIS COURT DOTH FURTHER ORDER that parties to the arrangement embodied in the Scheme of Amalgamation sanctioned herein or any person or persons interested therein shall be at liberty to apply to this Hon'ble Court for any direction that may be necessary with regard to the working of the arrangement embodied in the Scheme of Amalgamation sanctioned herein and set forth in the Schedule hereto; AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.2,500/- (Rupees Two thousand five hundred only) each to the Regional Director, Department of Company Affairs, Maharashtra, Mumbai and the Official Liquidator, High Court, Bombay towards the cost of the said Petition WITNESS SHRI CHUNILAL KARSANDAS THAKKER, the Chief Justice at Bombay aforesaid this 6th day of November, 2003.

By the Court
For Prothonotary & Senior Master.

Sealer
Dated this 5th day of December, 2003

Order sanctioning the Scheme)
of Amalgamation drawn on the)
Application of Messrs. Crawford Bayley)
& Co., Advocates for the Petitioner)
Company having their Office at State)
Bank Buildings, N.G.N. Vaidya Marg,)
Fort, Mumbai 400 023.)

For Schedule, please see pages 199 to 211

APPENDIX XXXIV

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURIDCTION
 COMPANY PETITION NO. 106 OF 2003
 IN
 COMPANY APPLICATION NO. 459 OF 2002

IN THE MATTER of the Companies Act,
 1956;

AND

IN THE MATTER of Sections 391 to 394 of
 the said Act;

AND

IN THE MATTER of Sankhya Garments
 Limited;

AND

IN THE MATTER of Scheme of
 Amalgamation of Rallis Finance And
 Investments Company Limited, Rallis Farm
 Management Services Limited, Rallis Hybrid
 Seeds Limited, Ralchem Limited and Sankhya
 Garments Limited with Rallis India Limited.

Sankhya Garments Limited, a Company)
 incorporated under the Companies Act,)
 1956 and having its Registered Office at)
 Ralli House, 21, D. S. Marg, Mumbai)
 400 001)

.....Petitioner.

Coram : Dr. D.Y. Chandrachud J.

Date : 6th November, 2003

Upon the Petition of Sankhya Garments Limited the Petitioner Company abovenamed solemnly declared on the 14th day of January, 2003 and presented to this Court on the 14th day of January, 2003 for sanction of the Arrangement embodied in the Scheme of Amalgamation of Rallis Finance And Investments Company Limited (hereinafter referred to as the "First Transferor Company"), Rallis Farm Management Services Limited (hereinafter referred to as the "Second Transferor Company"), Rallis Hybrid Seeds Limited (hereinafter referred to as the "Third Transferor Company"), Ralchem Limited (hereinafter referred to as the "Fourth Transferor Company") and Sankhya Garments Limited (hereinafter referred to as the "Petitioner Company" or the "Fifth Transferor Company") (hereinafter First, Second, Third, Fourth and Fifth Transferor Company together referred to as "the Transferor Companies") with Rallis India Limited (hereinafter referred to as "the Transferee Company") and for other consequential reliefs as mentioned in the Petition AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mrs. Shirin V. Balsara, Director of the Petitioner Company, dated 14th day of January, 2003 verifying the said Petition AND UPON READING the affidavit of Mr. Bhagwan W. Sawant, Clerk in the Office of M/s. Crawford Bayley & Co., Advocates for the Petitioner Company dated 5th day of February, 2003 proving service of Notice of hearing of the Petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai AND UPON READING the Affidavit of Mr. Bhagwan W. Sawant dated 5th day of February, 2003 proving service of notice of hearing of the Petition upon the Official Liquidator, High Court, Bombay AND UPON READING the Order dated 24th day of January, 2003 whereby individual notice of hearing of the Petition to the Secured and Unsecured Creditors of the Petitioner Company was dispensed with in view of the averments made in para 54 of the Petition AND UPON READING the Order dated 25th day of October, 2002 made by this Hon'ble Court in Company Application No. 459 of 2002, whereby the convening and holding of the meeting of the

shareholders of the Petitioner Company to consider and approve the Scheme of Amalgamation of the Transferor Company with the Transferee Company was dispensed with in view of the consent given by all the shareholders of the Petitioner Company which are annexed as Exhibits "N-1 to N-7" to the Affidavit in support of Company Application No. 459 of 2002 AND meetings of Secured and Unsecured creditors of the Petitioner Company was also dispensed with in view of the averments made in para 51 of the Affidavit in support of Company Application No. 459 of 2002 and the undertaking given by the Petitioner Company to give notice of hearing of the Petition to all the Secured and Unsecured creditors of the Petitioner Company as directed by Hon'ble Court AND UPON READING the affidavit dated 13th day of March, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company proving publication of Notice of Hearing of the Petition in the issue of "Free Press Journal" and "Navshakti" both dated 3rd March, 2003 AND UPON READING the Report dated 20th day of March, 2003 of the Official Liquidator, High Court, Bombay, wherein he has opined that the affairs of the Petitioner Company have not been conducted in a manner prejudicial to the interest of its members or to public interest AND UPON READING the affidavit dated 12th March, 2003 of Mr. Chakradhara Paik, Regional Director, Western Region, Department of Company Affairs, stating that the Scheme is not prejudicial to the interest of the shareholders and creditors of the Petitioner Company AND UPON READING the supplemental affidavit dated 10th April, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company, providing clarification on the aggregate amount of Rs.10,500/- appearing in Schedule 5 of the Balance Sheet and Profit & Loss Account of the Petitioner Company AND UPON READING the affidavit dated 2nd day of September, 2003 of Mrs. Shirin V. Balsara, Director of the Petitioner Company, placing on record the latest audited financial results of the Petitioner Company for the period ended 1st April, 2002 to 31st March, 2003 AND UPON READING the affidavit dated 5th day of November, 2003 of Mr. S. Chandrasekhar, Director of the Petitioner Company, praying that the Scheme of Amalgamation being Exhibit "N" to the Petition, as approved by the members of the Petitioner Company, be amended by substituting word 'debited' by word 'credited' in line 6 & substituting word 'credited' by word 'debited' in line 9 of Clause 11.4 of Scheme as set out in the affidavit AND UPON HEARING Mr. Bomi H. Patel, Counsel instructed by Messrs. Crawford Bayley & Co. Advocates for the Petitioner Company appearing in support of the said Petition and Mr. R.C. Master with Mr. D.A. Dube, Panel Counsel instructed by Mr. T.C. Kaushik for the Regional Director, Department of Company Affairs, Maharashtra, Mumbai who submits to the order of the Court and Mr. S.R. Kom, the Official Liquidator, High Court, Bombay who also submits to the Order of the Court AND no other person or persons entitled to appear at the hearing of the Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOTH HEREBY SANCTION the arrangement embodied in the Scheme of Amalgamation of Rallis Finance and Investments Company Limited, Rallis Farm Management Services Limited, Rallis Hybrid Seeds Limited, Ralchem Limited and Sankhya Garments Limited, the Transferor Companies with Rallis India Limited, the Transferee Company, as set forth in Exhibit "N" to the Petition and also in the Schedule hereto with rectification of the typographical error as mentioned hereinabove in the affidavit dated 5th November, 2003 AND THIS COURT DOTH HEREBY DECLARE that the arrangement embodied in the Scheme of Amalgamation being Exhibit "N" to the Petition and as amended by the affidavit dated 5th November, 2003 as hereinbefore mentioned, be binding with effect from the 1st April, 2002 (hereinafter referred to as "Appointed Date") on all the members of the Petitioner Company and the Transferee Company; AND THIS COURT DOTH ORDER that all the assets, claims, estates, interests, powers, properties, rights and titles of every description of, or relating to, the Petitioner Company as on the Appointed Date as defined in the said Scheme being Exhibit "N" to the Petition together with all the debts, duties, liabilities and obligations of every description of or pertaining to the Petitioner Company as on the Appointed Date whether disclosed or undisclosed in its balance sheet together with all advantages of whatsoever nature, agreements, allotments, approvals, arrangement, authorisations, benefits, capital work-in-progress, concessions, rights and benefit of all contracts, consents, current assets, easements, engagements, exemptions, fixed assets, industrial and intellectual

property rights of any nature whatsoever and licences in respect thereof, intangibles, investments, leasehold rights, liabilities, ownership flats, patents, permits, powers of every kind, nature and description whatsoever, privillages, provision funds, quota rights, registrations, reserves, and all properties, movable and immovable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situated, right to use and avail of telephones, telexes, facsimile connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, trade names, all other utilities held by the Petitioner Company or to which the Petitioner Company is entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/ or deposits including security deposits paid by the Petitioner Company and all other interests wheresoever situate, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Petitioner Company shall without any further act, deed, instrument, matter or thing, be and shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company so as to become the Undertaking of the Transferee Company as defined in the said Scheme, but subject to the charges existing thereon or on the said assets on the Appointed Date; AND THIS COURT DOT H FURTHER ORDER that with effect from the Appointed Date, all the profits including taxes, if any, thereon or incomes arising to the Petitioner Company or any costs and charges, expenditure or losses arising or incurred by the Petitioner Company shall for all purposes be treated and deemed to be and accrue as the profits, taxes or incomes, or costs, charges, expenditure or losses of the Transferee Company, as the case may be; AND THIS COURT DOT H FURTHER ORDER that all proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Petitioner Company pending shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Petitioner Company or of anything contained in the said Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Petitioner Company as if the said Scheme had not been made and thereafter be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Petitioner Company of the said Scheme had not been made and the Transferee Company shall take steps to have the abovementioned proceedings continued in its name; AND THIS COURT DOT H FURTHER ORDER that all lawful agreements, arrangements, bonds, contracts, deeds and other instruments of whatsoever nature to which the Petitioner Company is a party or to the benefit of which it may be eligible and which are subsisting or operative or having effect, shall till the Effective Date, be in full force and effect and may be enforced as fully and effectually as if, the Scheme had not been made and thereafter, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Petitioner Company, the Transferee Company had been a party or beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Transferee Company and other parties thereto and the Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations to enter into any arrangement, confirmations or novations in order to give formal effect to the provisions of this clause, if so required or if it becomes necessary AND THIS COURT DOT H FURTHER ORDER that the Transferee Company will takeover all the staff, workmen and other employees in the service of the Petitioner Company immediately preceding the Effective Date, and they shall become the staff, workmen and employees of the Transferee Company and that the services of the said staff, workmen and other employees shall, for all purposes, including accrued leave benefits, gratuity, provident fund, retirement benefits, retrenchment compensation, superannuation and so on, be regarded as continuous without any break or interruption of service by reason of the transfer of the Undertaking to the Transferee Company and that the terms and conditions of service applicable to such employees on the Effective Date will not in any way be less favourable to them than those applicable to them immediately before the Effective Date and the position, rank and designation of the employees would, however, be decided by the Board of the Transferee

Company, which shall also have the right to exercise an option, if warranted, to transfer such employees to any unit of the Transferee Company as may be deemed to be necessary from time to time and that it is expressly provided that as far as the Gratuity Fund, Provident Fund Scheme, Superannuation Fund or any other Special Fund including any surplus in such funds, created or existing for the benefit of the employees, staff and workmen of the Petitioner Company are concerned, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Petitioner Company for all purposes whatsoever related to the administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Schemes or Funds as per the terms provided in the respective Trust deeds or other documents and it is the aim and intent of the Scheme that all the duties, obligations, powers and rights of the Petitioner Company in relation to such Funds shall become those of the Transferee Company; AND THIS COURT DOTH FURTHER ORDER that pursuant to the transfer of the Undertaking as provided in Clause 5.1 of the said Scheme and subject to the provisions in the Scheme in relation to the mode of transfer and vesting, the liabilities of the Petitioner Company, shall also be and stand transferred or deemed to be transferred, without further act, instrument, deed, matter or thing, to the Transferee Company, pursuant to the provisions of Section 394 of the said Act so as to become as and from the Appointed Date, the debts, duties, liabilities and obligations of the Transferee Company and further that for the purpose of giving effect to the provisions of this Clause, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen and provided that, the Transferee Company may, at any time after the coming into the effect of the said Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute in favour of the secured creditors of the Petitioner Company or in favour of any other party to any contract or arrangement to which the Petitioner Company is a party, such Deeds of Confirmation or any writings as maybe necessary to be executed in order to give formal effect to the above provisions and the Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Petitioner Company and to implement or carry out all such formalities or compliances referred to above on the part of the Petitioner Company to be carried out or performed; AND THIS COURT DOTH FURTHER ORDER that the guarantees provided by third parties on behalf of the Petitioner Company shall be taken over by the Transferee Company and these parties shall be discharged of their obligations on this account; AND THIS COURT DOTH FURTHER ORDER that to the extent that there are inter-company loans, deposits, balances or debenture holding as between the Petitioner Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of any assets or liabilities as the case may be and for the removal of doubt, it is clarified that in view of the above, there would be no accrual of interest or other charges in respect of any such inter-company loans, deposits or balances, with effect from the Appointed Date; AND THIS COURT DOTH FURTHER ORDER that upon the Scheme coming into effect, the Transferee Company shall record all assets and liabilities vested in the Transferee Company pursuant to the Scheme at their book values and that the book value of the investments in the Share Capital of the Petitioner Company as appearing in the Books of the Transferee Company and/ or any of the other Transferor Companies, shall be set off against the share capital of the Petitioner Company/ any of the other Transferor Companies and the excess, if any, of the book value of investments of the investing Company over the proportionate Share Capital of the investee Company, shall be first deducted from the Capital Reserve balance in the Transferee Company and the remainder, if any, shall be deducted from the balance in the Share Premium Reserve of the Transferee Company and if on the other hand, the book value of the investments in the investing Company over the proportionate value of in the Share Capital of the investee Company/ies is less than the Share Capital of the investee Company/ies, the difference thereof be added to the Capital Reserves of the Transferee Company and the inter-company balance representing dues from/ to the other Company/ies in the books of the Petitioner Company and the Transferee Company

shall be set off by taking the accounts of all assets and liabilities of the Petitioner Company as on the Appointed Date which shall be transferred pursuant to the Scheme and if the total of such assets exceed the total of liability (excluding the share capital account of the Petitioner Company) such excess shall be credited to the Profit & Loss Account of the Transferee Company during the financial year beginning the Appointed Date and if on the other hand the total of the liabilities exceed the total of assets, such excess shall be debited to the Profit & Loss Account of the Transferee Company during the financial year beginning the Appointed Date and the Provision, if any, made by the Petitioner Company and/ or Transferee Company in regard to the above shall be credited back as on the Appointed date to the Profit & Loss Account of the Transferee Company as “Provision no longer required”; AND THIS COURT DOTH FURTHER ORDER that no shares of the Transferee Company shall be issued or allotted in respect of the holding of the Transferee Company in the Petitioner Company and the share capital of the Petitioner Company shall stand cancelled as the Petitioner Company is wholly owned subsidiary of the Transferee Company; AND THIS COURT DOTH FURTHER ORDER that upon the Scheme becoming effective the Petitioner Company shall stand dissolved without winding up; AND THIS COURT DOTH FURTHER ORDER that the Petitioner Company do within 30 days after the date of the sealing of the Order cause a certified copy thereof to be delivered to the Registrar of Companies, Maharashtra at Mumbai for registration; and upon such certified copy of order being so delivered the Petitioner Company shall stand dissolved without winding up and the Registrar of Companies, Maharashtra, Mumbai, shall place the documents relating to the Petitioner Company and registered with him on the files kept by him in relation to the Transferee Company and consolidate the documents of the Petitioner Company and the Transferee Company; AND THIS COURT DOTH FURTHER ORDER that parties to the arrangement embodied in the Scheme of Amalgamation sanctioned herein or any person or persons interested therein shall be at liberty to apply to this Hon’ble Court for any direction that may be necessary with regard to the working of the arrangement embodied in the Scheme of Amalgamation sanctioned herein and set forth in the Schedule hereto AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.2,500/- (Rupees Two thousand five hundred only) each to the Regional Director, Department of Company Affairs, Maharashtra, Mumbai and the Official Liquidator, High Court, Bombay towards the cost of the said Petition WITNESS SHRI CHUNILAL KARSANDAS THAKKER, the Chief Justice at Bombay aforesaid this 6th day of November, 2003.

By the Court
For Prothonotary & Senior Master

Sealer
Dated this 5th day of December, 2003

Order sanctioning the Scheme)
of Amalgamation drawn on the)
Application of Messrs. Crawford Bayley)
& Co., Advocates for the Petitioner)
Company having their Office at State)
Bank Buildings, N.G.N. Vaidya Marg,)
Fort, Mumbai 400 023.)

APPENDIX XXXV

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO. 107 OF 2003
 IN
 COMPANY APPLICATION NO. 460 OF 2002

IN THE MATTER of the Companies Act,
 1956;

AND

IN THE MATTER of Section 391 to 394 of
 the said Act;

AND

IN THE MATTER of Rallis India Limited;

AND

IN THE MATTER of Scheme of
 Amalgamation of Rallis Finance And
 Investments Company Limited, Rallis Farm
 Management Services Limited, Rallis Hybrid
 Seeds Limited, Ralchem Limited and Sankhya
 Garments Limited with Rallis India Limited.

Rallis India Limited a Company)
 incorporated under the Indian)
 Companies Act, 1913 and having its)
 Registered Office at Ralli House, 21, D)
 S Marg, Mumbai 400 001)

.....Petitioner.

Coram : Dr. D. Y. Chandrachud J.

Date : 6th November, 2003

Upon the Petition of Rallis India Limited the Petitioner Company abovenamed solemnly declared on the 14th day of January, 2003 and presented to this Court on the 14th day of January, 2003 for sanction of the Arrangement embodied in the Scheme of Amalgamation of Rallis Finance and Investments Company Limited (hereinafter referred to as the "First Transferor Company"), Rallis Farm Management Services Limited (hereinafter referred to as the "Second Transferor Company"), Rallis Hybrid Seeds Limited (hereinafter referred to as the "Third Transferor Company"), Ralchem Limited (hereinafter referred to as the "Fourth Transferor Company") and Sankhya Garments Limited (hereinafter referred to as the "Fifth Transferor Company") (hereinafter First, Second, Third, Fourth and Fifth Transferor Company together referred to as "the Transferor Companies") with Rallis India Limited (hereinafter referred to as the "Petitioner Company" or "the Transferee Company") and for other consequential reliefs as mentioned in the Petition AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mrs. Shirin V. Balsara, Director – Legal and Company Secretary of the Petitioner Company, dated 14th day of January, 2003 verifying the said Petition AND UPON READING the Affidavit of Mr. Bhagwan W. Sawant, Clerk in the Office of M/s. Crawford Bayley & Co., Advocates for the Petitioner Company dated 5th day of February, 2003 proving service of Notice of hearing of the Petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai AND UPON READING the Order dated 25th day of October, 2002 made by this Hon'ble Court in Company Application No. 460 of 2002, whereby the Petitioner Company was directed to convene the meeting of the members holding Equity Shares of the Petitioner Company AND meetings of Secured and Unsecured creditors of the Petitioner Company was dispensed with in view of the averments made in para 51 of the Affidavit in support of Company Application No. 460 of 2002 and the undertaking given by the Petitioner Company to give notice of hearing of the Petition to all the Secured and Unsecured creditors of the Petitioner Company as directed by Hon'ble Court AND UPON READING the affidavit dated 22nd day of November, 2002

of Dr. Freddie A. Mehta, one of the Chairman of the meeting of the Equity Shareholders of the Petitioner Company proving publication of the notice convening meeting of the Equity Shareholders of the Petitioner Company in the issue of "Free Press Journal" and "Navshakti" both dated 20th day of November, 2002 and also proving service of individual notice to shareholders convening meeting of the shareholders of the Petitioner Company AND UPON READING the Report dated 9th day of January, 2003 of Mr. Rajeev Dubey, the Chairman appointed for the meeting of the Equity Shareholders of the Petitioner Company as to the result of the said meeting AND UPON READING the affidavit dated 9th day of January, 2003 of Mr. Rajeev Dubey, verifying the Chairman's Report AND IT APPEARS from the Report of the Chairman that the Scheme of Amalgamation of the Transferor Companies with the Petitioner Company has been approved by requisite majority in number of equity shareholders representing more than three fourths in value of the Equity Shareholders of the Petitioner Company present at the meeting and voting in favour of the Scheme AND UPON READING the additional affidavit dated 13th day of March, 2003 of Mrs. Shirin V. Balsara, Director – Legal & Company Secretary of the Petitioner Company proving publication of Notice of Hearing of the Petition in the issue of "Free Press Journal" and "Navshakti" both dated 3rd March, 2003 and despatch of individual notice of date of hearing of the Petition to the unsecured creditors to whom the Petitioner owed a sum of Rs.5,00,000 and above and to secured creditors, viz. Exim Bank, HDFC Bank and UCO Bank and annexing the no objection certificate received from a secured creditor, viz. Citibank AND UPON READING the additional affidavit dated 19th day of March, 2003 of Mrs. Shirin V. Balsara, Director – Legal & Company Secretary of the Petitioner Company annexing no objection certificates received from secured creditors, viz. Exim Bank, HDFC Bank and UCO Bank and proving payment of Rs.1,54,400/- to Maharashtra Agro-Industries Development Corporation, an unsecured creditor of the Petitioner Company AND UPON READING the affidavit dated 2nd day of September, 2003 of Mr. Sanjeev P. Ahuja, DGM – Legal of the Petitioner Company, placing on record the latest audited financial results of the Petitioner for the period ended 1st April, 2002 to 31st March, 2003 and the unaudited financial results of the Petitioner for the period 1st April, 2003 to 30th June, 2003 AND UPON READING the affidavit dated 5th day of November, 2003 of Mr. Soumen Mitra, Chief Financial Officer of the Petitioner Company, praying that the Scheme of Amalgamation being Exhibit "N" to the Petition, as approved by the members of the Petitioner, he amended by substituting word 'debited' by word 'credited' in line 6 & substituting word 'credited' by word 'debited' in line 9 of Clause 11.4 of Scheme as set out in the affidavit AND UPON HEARING Mr. Bomi H. Patel, Counsel instructed by Messrs. Crawford Bayley & Co. Advocates for the Petitioner Company appearing in support of the said Petition and Mr. R.C. Master with Mr. D. A. Dube, Panel Counsel instructed by Mr. T.C. Kaushik for the Regional Director, Department of Company Affairs, Maharashtra, Mumbai who submits to the order of the Court AND no other person or persons entitled to appear at the hearing of the Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOETH HEREBY SANCTION the arrangement embodied in the Scheme of Amalgamation of Rallis Finance And Investments Company Limited, Rallis Farm Management Services Limited, Rallis Hybrid Seeds Limited, Ralchem Limited and Sankhya Garments Limited, the Transferor Companies with Rallis India Limited, the Petitioner Company, as set forth in Exhibit "N" to the Petition and also in the Schedule hereto with rectification of the typographical error as mentioned hereinabove in the affidavit dated 5th November, 2003 AND THIS COURT DOETH HEREBY DECLARE that the arrangement embodied in the Scheme of Amalgamation being Exhibit "N" and as amended by the affidavit dated 5th November, 2003 as hereinabove mentioned, to be binding with effect from the 1st April, 2002 (hereinafter referred to as the "Appointed Date") on all the members of the Petitioner Company and the Transferor Companies; AND THIS COURT DOETH ORDER that all the assets, claims, estates, interests, powers, properties, rights and titles of every description of, or relating to, the Transferor Companies as on the Appointed Date as defined in the said Scheme being Exhibit "N" to the Petition together with all the debts, duties, liabilities and obligations of every description of or pertaining to the Transferor Companies as on the Appointed Date whether provided for or not

in the books of account of the Transferor Companies and whether disclosed or undisclosed in its balance sheet together with all advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorisations, benefits, capital work-in-progress, concessions, rights and benefit of all contracts, consents, current assets, easements, engagements, exemptions, fixed assets, industrial and intellectual property rights of any nature whatsoever and licences in respect thereof, intangibles, investments, leasehold rights, liberties, ownership flats, patents, permits, powers of every kind, nature and description whatsoever, privillages, provision funds, quota rights, registrations, reserves, and all properties, movable and immovable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature or wheresoever situated, right to use and avail of telephones, telexes, facsimile connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, trade names, all other utilities held by the Transferor Companies or to which the Transferor Companies is entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/ or deposits including security deposits paid by the Transferor Companies and all other interests wheresoever situate, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Transferor Companies shall without any further act, deed, instrument, matter or thing, be and shall stand transferred to and vested in or deemed to have been transferred to or vested in the Petitioner Company so as to become the Undertaking of the Petitioner Company as defined in the said Scheme, but subject to the charges existing thereon or on the said assets on the Appointed Date; AND THIS COURT DOTTH FURTHER ORDER that with effect from the Appointed Date, all the profits including taxes, if any, thereon or incomes arising to the Transferor Companies or any costs and charges, expenditure or losses arising or incurred by the Transferor Companies shall for all purposes be treated and deemed to be and accrue as the profits, taxes or incomes, or costs, charges, expenditure or losses of the Petitioner Company, as the case may be; AND THIS COURT DOTTH FURTHER ORDER that all proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Transferor Companies pending shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Companies or of anything contained in the said Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Transferor Companies as if the said Scheme had not been made and thereafter be continued, prosecuted and enforced by or against the Petitioner Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Transferor Companies if the said Scheme had not been made and the Petitioner Company shall take steps to have the abovementioned proceedings continued in its name; AND THIS COURT DOTTH FURTHER ORDER that all lawful agreements, arrangements, bonds, contracts, deeds and other instruments of whatsoever nature to which the Transferor Companies are a party or to the benefit of which they may be eligible and which are subsisting or operative or having effect, shall till the Effective Date, be in full force and effect and may be enforced as fully and effectually as if, the Scheme had not been made and thereafter, shall be in full force and effect against or in favour of the Petitioner Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Petitioner Company had been a party or beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Petitioner Company and other parties thereto and the Petitioner Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any arrangement, confirmations or novations in order to give formal effect to the provisions of this clause, if so required or if it becomes necessary AND THIS COURT DOTTH FURTHER ORDER that the Petitioner Company will takeover all the staff, workmen and other employees in the service of the Transferor Companies immediately preceding the Effective Date, and they shall become the staff, workmen and employees of the Petitioner Company and that the services of the said staff, workmen and other employees shall, for all purposes, including accrued leave benefits, gratuity, provident fund, retirement benefits, retrenchment compensation, superannuation and so on, be regarded as continuous without any break or interruption of

service by reason of the transfer of the Undertaking to the Petitioner Company and that the terms and conditions of service applicable to such employees on the Effective Date will not in any way be less favourable to them than those applicable to them immediately before the Effective Date and the position, rank and designation of the employees would, however, be decided by the Board of the Petitioner Company, which shall also have the right to exercise an option, if warranted, to transfer such employees to any unit of the Petitioner Company as may be deemed to be necessary from time to time and that it is expressly provided that as far as the Gratuity Fund, Provident Fund Scheme, Superannuation Fund or any other Special Fund including any surplus in such funds, created or existing for the benefit of the employees, staff and workmen of the Transferor Companies are concerned, upon the Scheme becoming finally effective, the Petitioner Company shall stand substituted for the Transferor Companies for all purposes whatsoever related to the administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Schemes or Funds as per the terms provided in the respective Trust deeds or other documents and it is the aim and intent of the Scheme that all the duties, obligations, powers and rights of the Transferor Companies in relation to such Funds shall become those of the Petitioner Company; AND THIS COURT DOTH FURTHER ORDER that pursuant to the transfer of the Undertaking as provided in Clause 5.1 of the said Scheme and subject to the provisions in the Scheme in relation to the mode of transfer and vesting, the liabilities of the Transferor Companies, shall also be and stand transferred or deemed to be transferred, without further act, instrument, deed, matter or thing, to the Petitioner Company, pursuant to the provisions of Section 394 of the said Act so as to become as and from the Appointed Date, the debts, duties, liabilities and obligations of the Petitioner Company and further that for the purpose of giving effect to the provisions of this Clause, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen and provided that, the Petitioner Company may, at any time after coming into the effect of the said Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute in favour of the secured creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which any of the Transferor Companies is a party, such Deeds of Confirmation or any writings as may be necessary to be executed in order to give formal effect to the above provisions and the Petitioner Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed; AND THIS COURT DOTH FURTHER ORDER that the guarantees provided by third parties on behalf of any of the Transferor Companies shall be taken over by the Petitioner Company and these parties shall be discharged of their obligations on this account; AND THIS COURT DOTH FURTHER ORDER that to the extent that there are inter-company loans, deposits, balances or debenture holding as between the Transferor Companies and the Petitioner Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Petitioner Company for the reduction of any assets or liabilities as the case may be and for the removal of doubt, it is clarified that in view of the above, there would be no accrual of interest or other charges in respect of any such inter-company loans, deposit or balances, with effect from the Appointed Date; AND THIS COURT DOTH FURTHER ORDER that upon the Scheme coming into effect, the Petitioner Company shall record all assets and liabilities vested in the Petitioner Company pursuant to the Scheme at their book values and that the book value of the investments in the Share Capital of the Transferor Companies as appearing in the Books of the Petitioner Company and/ or any of the other Transferor Companies, shall be set off against the share capital of the Transferor Company/ies and the excess, if any, of the book value of investments of the investing Company over the proportionate Share Capital of the investee Company, shall be first deducted from the Capital Reserve balance in the Petitioner Company and the remainder, if any, shall be deducted from the balance in the Share Premium Reserves of the Petitioner Company and if on the other hand,

the book value of the investments in the investing Company over the proportionate value of in the Share Capital of the investee Company/ies is less than the Share Capital of the investee Company/ies, the difference thereof be added to the Capital Reserves of the Petitioner Company and the inter-company balance representing dues from/ to the other Company/ies in the books of the Transferor Companies and the Petitioner Company shall be set off by taking the accounts of all assets and liabilities of the Transferor Companies as on the Appointed Date which shall be transferred pursuant to the Scheme and if the total of such assets exceed the total of liabilities (excluding the share capital account of the Transferor Companies) such excess shall be credited to the Profit & Loss Account of the Petitioner Company during the financial year beginning the Appointed Date and if on the other hand the total of the liabilities exceed the total of assets, such excess shall be debited to the Profit & Loss Account of the Petitioner Company during the financial year beginning the Appointed Date and the Provision, if any, made by the Transferor Companies and/ or Petitioner Company in regard to the above shall be credited back as on the Appointed Date to the Profit and Loss Account of the Petitioner Company as "Provision no longer required"; AND THIS COURT DOTH FURTHER ORDER that no shares of the Petitioner Company shall be issued or allotted in respect of the holding of the Petitioner Company in the Transferor Companies and the share capital of the Transferor Companies shall stand cancelled as the Transferor Companies are wholly owned subsidiary of the Petitioner Company; AND THIS COURT DOTH FURTHER ORDER that the Petitioner Company do within 30 days after the date of the sealing of Order cause a certified copy thereof to be delivered to the Registrar of Companies, Maharashtra at Mumbai for registration; and upon such certified copy of the order being so delivered the Transferor Companies shall stand dissolved without winding up and the Registrar of Companies, Maharashtra, Mumbai, shall place the documents relating to the Transferor Companies and registered with him on the files kept by him in relation to the Petitioner Company and consolidate the documents of the Transferor Companies and the Petitioner Company; AND THIS COURT DOTH FURTHER ORDER that parties to the arrangement embodied in the Scheme of Amalgamation sanctioned herein or any person or persons interested therein shall be at liberty to apply to this Hon'ble Court for any direction that may be necessary with regard to the working of the arrangement embodied in the Scheme of Amalgamation sanctioned herein and set forth in the Schedule hereto AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.2,500/- (Rupees Two thousand five hundred only) to the Regional Director, Department of Company Affairs, Maharashtra, Mumbai towards the cost of the said Petition WITNESS SHRI CHUNILAL KARSANDAS THAKKER, the Chief Justice at Bombay Aforesaid this 6th day of November, 2003.

By the Court
For Prothonotary & Senior Master

Sealer
Dated this 5th day of December, 2003

Order sanctioning the Scheme)
of Amalgamation drawn on the)
Application of Messrs. Crawford Bayley)
& Co., Advocates for the Petitioner)
Company having their Office at State)
Bank Buildings, N.G.N. Vaidya Marg,)
Fort, Mumbai 400 023.)

SCHEDULE
SCHEME OF AMALGAMATION
RALLIS FINANCE & INVESTMENTS COMPANY LIMITED (RFICL)
AND
RALLIS FARM MANAGEMENT SERVICES LIMITED (RFMSL)
AND
RALLIS HYBRID SEEDS LIMITED (RHSL)
AND
RALCHEM LIMITED (RALCHEM)
AND
SANKHYA GARMENTS LIMITED (SGL)
WITH
RALLIS INDIA LIMITED

1. PREAMBLE

This Scheme of Arrangement between RALLIS FINANCE & INVESTMENTS COMPANY LIMITED and its members RALLIS FARM MANAGEMENT SERVICES LIMITED and its members RALLIS HYBRID SEEDS LIMITED and its members RALCHEM LIMITED and its members and SANKHYA GARMENTS LIMITED and its members and RALLIS INDIA LIMITED and its members is presented for the amalgamation of RALLIS FINANCE & INVESTMENTS COMPANY LIMITED AND RALLIS FARM MANAGEMENT SERVICES LIMITED AND RALLIS HYBRID SEEDS LIMITED AND RALCHEM LIMITED AND SANKHYA GARMENTS LIMITED WITH RALLIS INDIA LIMITED pursuant to the relevant provisions of the Companies Act, 1956.

2. DEFINITIONS

In this Scheme, unless the context otherwise requires, the following expressions shall have the following meanings :

2.1 The Act

“The Act” means the Companies Act, 1956 including any statutory modifications, reenactments or amendments thereof.

2.2 The Appointed Date

“The Appointed Date” means 1st April, 2002 or such other date as the High Court at Mumbai may direct.

2.3 The Board

“The Board” means the Board of Directors.

2.4 The Court

“The Court” means the Honourable High Court of Judicature at Mumbai.

2.5 The Effective Date

“The Effective Date” means the last of the following dates or such other dates as the Court may direct, namely :

- a) the date on which the last of all the necessary consents, approvals, permissions, resolutions, agreements, sanction and orders as are hereinafter referred to have been obtained or passed; and
- b) the date on which certified copies of the Order of the Court under section 391, 392 and 394 of the Act sanctioning the Scheme and vesting the undertaking including the assets, liabilities, rights, duties,

obligations and the like of the Transferor Companies in the Transferee Company are filed with the Registrar of Companies, Maharashtra.

- 2.6 Investee Company
 “Investee Company” means a Company in whose Share Capital any of the other Companies which form a part of the Scheme has invested.
- 2.7 Investing Company
 “Investing Company” means a Company which has invested in the Share Capital of any of the other Companies which form a part of the Scheme.
- 2.8 The Scheme
 “The Scheme” means the Scheme of Amalgamation in its present form submitted to the High Court of Judicature at Mumbai for sanction or with any modification(s) approved or imposed or directed by the said High Court.
- 2.9 The Transferee Company
 “The Transferee Company” means RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, D. S. Marg, Mumbai 400 001.
- 2.10 “RFICL” means RALLIS FINANCE AND INVESTMENTS COMPANY LIMITED, a Company incorporated under the Companies Act, 1956 and bearing registration No. 11-30959 of 1983 and having its Registered Office at Ralli House, 21, D. S. Marg, Mumbai – 400 001.
- 2.11 “RFMSL” means RALLIS FARM MANAGEMENT SERVICES LIMITED, a Company incorporated under the Companies Act, 1956 and bearing registration No. 11-117345 of 1998 and having its Registered Office at Ralli House, 21, D. S. Marg, Mumbai 400 001.
- 2.12 “RHSL” means RALLIS HYBRID SEEDS LIMITED, a Company incorporated under the Companies Act, 1956 and bearing registration No. 11-93668 of 1995 and having its Registered Office at Ralli House, 21, D. S. Marg, Mumbai 400 001.
- 2.13 “RALCHEM” means RALCHEM LIMITED, a Company incorporated under the Companies Act, 1956 and bearing registration No. 11-30960 of 1983 and having its Registered Office at Ralli House, 21, D. S. Marg, Mumbai 400 001.
- 2.14 “SGL” means SANKHYA GARMENTS LIMITED, a Company incorporated under the Companies Act, 1956 and bearing registration No. 11-119785 of 1999 and having its Registered Office at Ralli House, 21, D. S. Marg, Mumbai 400 001.
- 2.15 “The Transferor Companies” means RALLIS FINANCE & INVESTMENTS COMPANY LIMITED, RALLIS FARM MANAGEMENT SERVICES LIMITED, RALLIS HYBRID SEEDS LIMITED, RALCHEM LIMITED and SANKHYA GARMENTS LIMITED.
- 2.16 The Undertaking
- 2.16.1 “The Undertaking” shall mean :
- (a) all the assets, claims, estates, interests, powers, properties, rights and titles of every description of, or relating to, the Transferor Companies as on the Appointed Date (hereinafter referred to as “the said assets”).
 - (b) all the debts, duties, liabilities and obligations of every description of, or pertaining to, the Transferor Companies as on the Appointed Date, whether provided for or not in the books of account of the

Transferor Companies and whether disclosed or undisclosed in their balance sheets (hereinafter referred to as “the said liabilities”).

2.16.2 Without prejudice to the generality of Clause 2.16.1(a) above, the Undertaking of the Transferor Companies shall include advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorisations, benefits, capital work-in-progress, concessions, right and benefit of all contracts, consents, current assets, easements, engagements, exemptions, fixed assets, industrial and intellectual property rights of any nature whatsoever and licenses in respect thereof, intangibles, investments, leasehold rights, liberties, ownership flats, patents, permits, powers of every kind, nature and description whatsoever, privileges, provision funds, quota rights, registrations, reserves, and all properties, movable and immovable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situated, right to use and avail of telephones, telexes, facsimile connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, trade names, all other utilities held by the Transferor Companies or to which the Transferor Companies are entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/or deposits including security deposits paid by the Transferor Companies and all other interests wheresoever situate, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Transferor Companies.

3. NATURE OF BUSINESS

3.1 Nature of Business of RFICL.

RFICL is engaged in the business of Investment, Hire Purchase and Lease activities and is registered as a Non Banking Finance Company with the Reserve Bank of India.

3.2 RFMSL is engaged in the business of Producers of all varieties and kinds of vegetable seeds, crops, grains, etc.

3.3 RHSL is engaged in the business of Producers and sellers of Hybrid variety seeds.

3.4 RALCHEM is engaged in the business of Manufacturing and Trading of Chemicals, including Pesticides.

3.5 SGL is engaged in the business of acquiring, manufacturing, selling, buying, importing and exporting of all types of readymade garments.

3.6 Nature of Business of Transferee Company.

The Transferee Company is engaged inter alia, in the business of manufacture, trading and exports of agrochemicals, fertilizers, seeds and fine chemicals.

4. SHARE CAPITAL

The capital structure of RFICL as on 31st March, 2002 is as follow:

4.1 Share capital of RFICL.

4.1.1 The Authorised, Issued, Subscribed and paid-up Share Capital of RFICL as on 31st March, 2002 is as follows:

Authorised	Rs. in lacs
2,00,000 Equity Shares of Rs.100/- each	200.00
Issued, Subscribed and Paid-up	
2,00,000 Equity Shares of Rs.100/- each.	200.00

4.2	Share capital of RFMSL.		
4.2.1	The Authorised, Issued, Subscribed and paid-up Share Capital of RFMSL as on 31st March, 2002 is as follows:		
	Authorised		Rs. in lacs
	2,50,000 Equity Shares of Rs.10/- each		25.00
	Issued, Subscribed and Paid-up		
	2,50,000 Equity Shares of Rs.10/- each.		25.00
4.3	Share capital of RHSL.		
4.3.1	The Authorised, Issued, Subscribed and paid-up Share Capital of RHSL as on 31st March, 2002 is as follows:		
	Authorised		Rs. in lacs
	15,00,000 Equity Shares of Rs.10/- each		150.00
	Issued, Subscribed and Paid-up		
	15,00,000 Equity Shares of Rs.10/- each.		150.00
4.4	Share capital of RALCHEM.		
4.4.1	The Authorised, Issued, Subscribed and paid-up Share Capital of RALCHEM as on 31st March, 2002 is as follows:		
	Authorised		Rs. in lacs
	20,00,000 Equity Shares of Rs.100/- each		2,000.00
	5,00,000 10% Cumulative Redeemable Preference Shares of Rs.100/- each.		500.00
			<u>2,500.00</u>
	Issued, Subscribed and Paid-up		
	16,23,750 Equity Shares of Rs.100/- each		<u>1,623.75</u>
			<u>1,623.75</u>
	Since 31st March, 2002, RALCHEM has issued 5,00,000 10% Cumulative Redeemable Preference Shares of Rs.100/- each, which were allotted on 11th September, 2002.		
4.5	Share capital of SGL.		
4.5.1	The Authorised, Issued, Subscribed and paid-up Share Capital of SGL as on 31st March, 2002 is as follows:		
	Authorised		Rs. in lacs
	50,000 Equity Shares of Rs.10/- each		5.00
	Issued, Subscribed and Paid-up		
	800 Equity Shares of Rs.10/- each.		0.08
4.6	Share Capital of Transferee Company		
4.6.1	The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on 31st March, 2002 is as follows:		
	Authorised		Rs. in lacs
	1,50,00,000 Equity Shares of Rs.10/- each.		1,500.00
	5,50,00,000 11% Cumulative Redeemable Preference Shares of Rs.10/- each.		5,500.00
			<u>7,000.00</u>
	Issued, Subscribed and Paid-up		
	1,19,84,593 Equity Shares of Rs.10/- each.		<u>1,198.46</u>
			<u>1,198.46</u>

5 **TRANSFER OF THE UNDERTAKING OF THE TRANSFEROR COMPANIES.**

5.1 **Transfer of the Undertaking**

With effect from the Appointed Date, and subject to the provisions of the Scheme in relation to the mode of transfer and vesting, the entire Undertaking of the Transferor Companies including the said assets and the said liabilities as on the Appointed Date shall, pursuant to the provisions of Section 394 and other applicable provisions of the Act, without any further act, deed, instrument, matter or thing, be and shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company so as to become the Undertaking of the Transferee Company, but subject to the charges existing thereon or on the said assets on the Appointed Date. However all the movable assets of the Transferor Companies shall not vest in the Transferee Company by virtue of the Order of the High Court but the same shall vest in the manner laid down in Clause 5.3 hereof.

5.2 **Transfer of Assets Subject to Charges.**

The transfer/ vesting as aforesaid shall be subject to charges/ hypothecation/ mortgage subsisting over or in respect of the said assets or any part thereof on the Appointed Date.

Provided however, any reference in any security documents or arrangements to which the Transferor Companies is a party and under which any assets of the Transferor Companies are offered or agreed to be offered as security for any financial assistance, or obligations, shall be construed as reference only to the assets pertaining to the Undertaking of the Transferor Companies which is vested in the Transferee Company by virtue of the aforesaid clause, to the end and intent that such security, mortgage and charge shall not extent or be deemed to extent, or be applicable to any other assets of any other units, undertakings, divisions or to other properties of the Transferee Company, unless specially agreed to by the Transferee Company and subject to the consents and approvals of the persons entitled to the charge on any assets or properties of the Transferee Company.

5.3 **Mode of Transfer of Assets**

It is expressly provided that pursuant to the transfer of the Undertaking as provided in Clause 5.1 above, all the said assets are so transferred by the Transferor Companies to the Transferee Company to the end and intent that the property therein passes to the Transferee Company pursuant to the provision of Section 394 of the Act as an integral part of Undertaking.

The mode of vesting of movable assets referred in Clause 5.1 is as under:

5.3.1 All the movable assets of the Transferor Companies including plant and machinery, investment in subsidiaries, other investments, cash on hand shall be handed over by physical delivery (together with duly executed transfer forms or other documents as may be required) to the Transferee Company alongwith such other documents as may be necessary to the end and intent that the property therein passes to the Transferee Company on such delivery.

5.3.2 In respect of movable assets, other than those specified in sub-clause 5.3.1 above, including sundry debtors, outstanding loans, advances recoverable in cash or in kind or value to be received, bank balances and deposits with Government, Semi Government, Local and other authorities, bodies and customers, etc. the following modus operandi shall be followed:

The Transferor Companies shall give notice in such form as it may deem fit and proper to each party, debtor or deposittee as the case may be, that pursuant to the High Court of Bombay sanctioning the Scheme, the said debt, loan, advances, etc. 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 extinguished.

The Transferee Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor or deposittee that pursuant to the High Court of Bombay having sanctioned the Scheme, the said person, debtor or deposittee should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realise the same is in substitution of the right of the Transferor Companies.

5.4 **Transfer of Liabilities**

- 5.4.1 Pursuant to the transfer of the Undertaking as provided in Clause 5.1 above, and subject to the provisions in the Scheme in relation to the mode of transfer and vesting, the said liabilities of the Transferor Companies, shall also be and stand transferred or deemed to be transferred, without further act, instrument, deed, matter or thing, to the Transferee Company, pursuant to the provisions of Section 394 of the said Act so as to become as and from the Appointed Date, the debts, duties, liabilities and obligations of the Transferee Company and further that for the purpose of giving effect to the provisions of this Clause, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen.

Provided that, the Transferee Company may, at any time after the coming into the effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute in favour of the secured creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Companies is a party, such Deeds of Confirmation or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writing on behalf of the Transferor Companies and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Companies to be carried out or performed.

- 5.4.2 It is clarified that the Scheme shall not in any manner affect the rights and interests of the creditors of the Transferor Companies or be deemed to be prejudicial to their interests and in particular the secured and statutory creditors of the Transferor Companies shall continue to enjoy and hold charge upon their respective securities and properties.

The Transferee Company may at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute Deeds of Confirmation, in favour of the secured creditors of the Transferor Companies or in favour of any other party to any contract or arrangement to which the Transferor Companies or Transferee Company is a party to, or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under

the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to implement or carry out all such formalities or compliance referred to above on the part of the Transferor Companies to be carried out or performed.

5.5 Transfer of Guarantees

Guarantees provided by third parties on behalf of the Transferor Companies shall be taken over by the Transferee Company and these parties shall be discharged of their obligations on this account.

5.6 Benefit of Sales Tax Deferment and Cash Subsidy.

Nothing contained in this Scheme shall affect the benefit of sales tax deferment/ incentive and cash subsidy availed of by the Transferor Companies and the Transferee Company shall comply with all the terms and conditions of such deferment/ incentives as well as cash subsidy, as they are applicable to the Transferor Companies.

5.7 Place of Vesting

The vesting of the Undertaking shall by virtue of the provisions of this Scheme, and the effect of the provisions of Section 394 of the said Act, take place at the registered office of the Transferee Company.

6 CONDUCT OF BUSINESS BY TRANSFEROR COMPANIES TILL EFFECTIVE DATE.

6.1 Transferor Companies as Trustee

With effect from the Appointed Date, the Transferor Companies:

- i) shall be deemed to have held and stood possessed of and shall hold and stand possessed of the entire Undertaking of the Transferor Companies for and on account of and for the benefit of and in trust for the Transferee Company, and
- ii) shall carry on and be deemed to be carrying on all businesses and activities relating to the Transferor Companies for and on account of and for the benefit of and in trust for the Transferee Company.

6.2 Transfer of Profits or Losses

With effect from the Appointed Date, all the profits including taxes, if any, thereon or incomes arising to the Transferor Companies or any costs and charges, expenditure or losses arising or incurred by the Transferor Companies shall for all purposes be treated and deemed to be and accrue as the profits, taxes or incomes, or costs, charges, expenditure or losses of the Transferee Company, as the case may be.

6.3 Transferor Companies to carry on their Business with Diligence

With effect from the Appointed Date, the Transferor Companies have carried on and hereafter undertake to carry on their business with reasonable diligence and utmost business prudence and from the date of acceptances of the Scheme by the respective Boards of the Transferor Companies and Transferee Company, the Transferor Companies shall not alienate, charge, encumber, mortgage or otherwise deal with their Undertaking including any of the said assets or any part thereof, without the prior written consent of the Transferee Company, save and except in the ordinary course of business or pursuant to any pre-existing obligation undertaken by the Transferor Companies prior to the Appointed Date.

Provided however that the Transferor Companies shall be entitled in the ordinary course of business in relation to their borrowing required in connection with their business and operations to borrow in the form of loans and further consent of the Transferee Company shall not be required in this behalf.

6.4 Transferor Companies not Permitted to undertake New Business

From the date of acceptance of the Scheme by the respective Boards of the Transferor Companies and the Transferee Company, the Transferor Companies shall not, without the prior written consent of the Transferee Company, undertake any new business or activity, including any business requiring resolution under Section 149(2A) of the Act.

6.5 No change to be effected in the Capital Structure of Transferor and Transferee Company.

Save as specifically provided in this Scheme, and except by mutual consent of the Boards, neither the Transferor Companies nor the Transferee Company shall make any change in their capital structure, (by way of bonus shares, convertible debentures, detachable warrants, equity or preference shares, options and calls, fresh issue of rights shares, secured premium notes, zero interest bonds, or any other instruments of raising capital) by any increase, decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner.

Provided that no such consent is required for the Transferee Company to increase its Authorised Capital, as needs to be enhanced to give effect to the provisions of this Scheme or pursuant to any existing obligation of the Transferee Company.

6.6 No change in the terms and conditions of employment of the Transferor Companies' employees.

From the date of acceptance of the Scheme by the respective Boards of the Transferor Companies and the Transferee Company, the Transferor Companies shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business.

7 ENFORCEMENT OF LEGAL PROCEEDINGS

All proceedings of whatsoever nature (legal and other, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Transferor Companies shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Companies or of anything contained in this Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Transferor Companies as if this Scheme had not been made and thereafter be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Transferor Companies if this Scheme had not been made. The Transferee Company shall take steps to have the abovementioned proceedings continued in its name.

8 ENFORCEMENT OF CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS.

Subject to the other provisions of this Scheme, all lawful agreements, arrangements, bonds, contracts, deeds and other instruments of whatsoever nature to which the Transferor Companies are a party to or to the benefit of which they may be eligible and which are subsisting or operative or having effect, shall **till the Effective Date**, be in full force and effect and may be enforced as fully and effectually as if, the Scheme had

not been made and thereafter, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Transferee Company and other parties thereto.

The Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any arrangement, confirmations or novations in order to give formal effect to the provisions of this clause, if so required or if it becomes necessary.

9 **NO EFFECT OF TRANSFER OF UNDERTAKING ON THE TRANSACTIONS/ CONTRACTS ALREADY CONCLUDED BY THE TRANSFEROR COMPANIES.**

The transfer and vesting of the said assets and the said liabilities of the Transferor Companies to the Transferee Company under Clause 5.1 and 5.4 respectively and the continuance of all the legal proceedings and all the contracts under Clause 7 and 8 respectively by or against the Transferee Company after the Appointed Date shall not affect any transaction, contract or proceedings already concluded by the Transferor Companies in the ordinary course of business on or after the Appointed Date to the end and intent that the Transferee Company accepts on behalf of itself and adopts all acts, deeds and things done and executed lawfully by or on behalf of the Transferor Companies as acts, deeds and things done and executed lawfully by or on behalf of the Transferee Company.

10 **TRANSFEROR COMPANIES' STAFF, WORKMEN AND EMPLOYEES**

10.1 **Takeover of all the employees.**

The Transferee Company will takeover all the staff, workmen and other employees in the service of the Transferor Companies immediately preceding the Effective Date, and they shall become the staff, workmen and employees of the Transferee Company.

10.2 **Services of employees to be continued uninterruptedly**

The services of the said staff, workmen and other employees shall, for all purposes, including accrued leave benefits, gratuity, provident fund, retirement benefits, retrenchment compensation, superannuation and so on, be regarded as continuous without any break or interruption of service by reason of the transfer of the Undertaking to the Transferee Company.

10.3 **Terms and conditions of service shall be the same.**

The terms and conditions of service applicable to such employees on the Effective Date will not in any way be less favourable to them than those applicable to them immediately before the Effective Date. The position, rank and designation of the employees would, however, be decided by the Board of the Transferee Company, which shall also have the right to exercise an option, if warranted, to transfer such employees to any unit of the Transferee Company as may be deemed to be necessary from time to time.

10.4 **Transfer of all rights, duties, powers and obligations regarding any Schemes or Funds.**

It is expressly provided that as far as the Gratuity Fund, Provident Fund Scheme, Superannuation Fund or any other Special Fund including any surplus in such funds, created or existing for the benefit of the employees, staff and workmen for the Transferor Companies are concerned, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Transferor Companies for all purposes whatsoever related to the

administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Schemes or Funds as per the terms provided in the respective Trust deeds or other documents. It is the aim and intent of the Scheme that all the duties, obligations, powers and rights of the Transferor Companies in relation to such Funds shall become those of the Transferee Company.

11 ACCOUNTING TREATMENT

11.1 The Transferee Company shall record all assets and liabilities vested in the Transferee Company pursuant to the Scheme at their book values.

11.2 The book value of the investments in the Share Capital of the Transferor Companies as appearing in the Books of the Transferee Company and/ or any of the other Transferor Companies, shall be set off against the share capital of the Transferor Company/ies. The excess, if any, of the book value of investments of the investing Company over the proportionate Share Capital of the investee Company, shall be first deducted from the Capital Reserve balance, after giving effect to the provisions explained in 11.1 above, in the Transferee Company and the remainder, if any, shall be deducted from the balance in the Share Premium Reserves of the Transferee Company. If on the other hand, the book value of the investments in the investing Company over the proportionate value of the Share Capital of the investee Company/ies is less than the Share Capital of the investee Company/ies, the difference thereof be added to the Capital Reserve of the Transferee Company.

11.3 The inter-company balance representing dues from /to the other Company/ies in the books of the Transferor Companies and the Transferee Company shall be set off in the manner explained in 11.4. The Provision, if any, made by the Transferor Company and / or Transferee Companies in regard to the above shall be credited back as on the Appointed date to the Profit & Loss Account of the Transferee Company as “Provision no longer required”.

11.4 The accounts shall be taken of all assets and liabilities of the Transferor Companies as on the Appointed Date which shall be transferred pursuant to the Scheme as explained in 11.1 above. If the total of such assets exceed the total of liabilities (excluding the share capital account of the Transferor Companies) such excess shall be credited to the Profit & Loss Account of the Transferee Company during the financial year beginning the Appointed Date. If on the other hand the total of the liabilities exceed the total of assets, such excess shall be debited to the Profit & Loss Account of the Transferee Company during the financial year beginning the Appointed Date.

11.5 **Adjustment for differences in accounting policies.**

In case of any differences in accounting policy between the Transferor Companies and the Transferor Companies and the Transferee Company, the impact of the same till the amalgamation will be quantified and adjusted in the General Reserve of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

11.6 **Procedure to deal with Balances as between the Transferor Companies and the Transferee Company.**

To the extent that there are inter-company loans, deposits, balances or debenture holding as between the Transferor Companies and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of any assets or liabilities as the case may be.

For the removal of doubt, it is clarified that in view of the above, there would be no accrual of interest or other charges in respect of any such inter-company loans, deposits or balances, with effect from the Appointed Date.

12 **SHARES OF SHAREHOLDERS IN TRANSFEROR COMPANIES**

12.1 **Cancellation of Shares**

The Transferor Companies are wholly owned subsidiaries of the Transferee Company and the Transferee Company beneficially holds all the shares issued by the Transferor Companies either by itself or jointly with its nominees. On the amalgamation of the Transferor Companies with the Transferee Company, no shares of the Transferee Company shall be issued or allotted in respect of the holding of the Transferee Company in the Transferor Companies and the share capital of Transferor Companies shall stand cancelled.

13 **DIVIDENDS, PROFITS, BONUS/ RIGHTS SHARES**

13.1 **No declaration of dividend by the Transferor Companies.**

The Transferor Companies shall not without the prior written consent of the Transferee Company declare any dividend for the financial year ending on or after the Appointed Date and subsequent financial years.

13.2 **Provision for dividend to be made by the Transferee Company.**

Notwithstanding anything to the contrary in the Articles of Association of the Transferee Company, for the purpose of ensuring that the shareholders of the Transferor Companies are paid dividend equivalent to the dividend payable to them, if they were allotted shares in the Transferee Company on the Appointed Date itself, the Transferee Company shall, when declaring dividends (including interim dividend), if any, on its equity shares for the financial year ending on or after the Appointed Date and subsequent financial years, keep a provision for dividend to the extent of difference between the dividend calculated as above and the dividend actually paid by the Transferor Companies for the said period and such dividend on such equity shares shall be deemed to be declared and payable if and when this Scheme becomes effective.

13.3 The holders of the shares of the Transferor Companies and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends from the respective companies of which they are members till the Effective Date.

14 **APPLICATION TO THE HIGH COURT FOR SANCTIONING SCHEME.**

On the Scheme being agreed to by the requisite majorities of the members of all the Transferor Companies and the members of the Transferee Company, both the Transferor Companies as well as the Transferee Company shall respectively with all reasonable dispatch, make applications/ petitions to the High Court for sanctioning this Scheme of Amalgamation under Section 391 of the Act and for an order to orders under Sections 392 and 394 and other applicable provisions of the said Act for carrying this Scheme into effect.

15 **CONSENT OF BOTH TRANSFEROR COMPANIES AND TRANSFEE COMPANY TO ANY MODIFICATIONS TO THE SCHEME.**

The Transferor Companies and the Transferee Company may in their full and absolute discretion, assent from time to time, on behalf of all persons concerned, to any modifications or amendments to the Scheme or agree to any terms and/ or conditions which the Court and/ or any other authorities under law may deem fit to approve of

or direct or impose or which may otherwise be considered necessary or desirable or appropriate by them in the best interest of the members for settling any question or doubt or difficulty that may arise, whether by reason of any order of the Court or of any directive or orders of any other authorities or otherwise howsoever, arising out of, under or by virtue of this Scheme and for the implementation and/ or carrying out of the Scheme or in any matter connected therewith and to do all acts, deeds and things and take all such steps as may be necessary, desirable or expedient for putting the Scheme into effect on/ upon or after dissolution of the Transferor Companies, The aforesaid powers of the Transferor Companies and the Transferee Company may be exercised by their respective Boards, a committee or committees of the concerned Board or any director authorised on that behalf by the concerned Board.

In the event that any conditions imposed by the Court are found unacceptable for any reason whatsoever by Transferor Companies or the Transferee Company, then the Transferor Companies and/ or the Transferee Company shall be entitled to withdraw from the Scheme in which event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

16 **SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS**

The Scheme is conditional upon and subject to the following approvals/ permissions and the amalgamation shall be deemed to be complete on the date on which the last of such approvals/ permission shall have been obtained.

16.1 **Approval of both the Transferor Companies and the Transferee Company.**

The approval and agreement of the Scheme by the requisite majorities of such classes of persons of the Transferor Companies and of the Transferee Company, as may be directed by the Court on the application made for directions under Section 391 of the said Act for calling meetings and necessary resolutions being passed under the said Act.

16.2 **Sanction of the High Court of Judicature.**

The sanctions of the Court under sections 391 and 394 of the said Act, in favour of the Transferor Companies and the Transferee Company and to the necessary Order or Orders under Section 394 of the said Act.

16.3 **Approval of Creditors**

The approvals of public financial institutions, banks and creditors, wherever necessary, under any contract entered into with them by the Transferor Companies and/ or the Transferee Company.

16.4 **Approval of the Central Government or any other Authority.**

The sanction or approval under any law or of the Central Government or any other agency, department or authorities concerned in respect of any of the matters in respect of which such sanction or approval is required.

16.5 **Requisite resolutions to be passed by the Shareholders of both the Transferor and Transferee Company.**

The requisite resolution passed by the shareholders of the Transferor Companies and the Transferee Company under the applicable provisions of the said Act, for any of the matters provided for or relating to the Scheme as may be required or be necessary.

16.6 **Approval for Alteration of Memorandum of Association.**

The approval for the alteration of the Memorandum of Association of the Transferee Company as required for the purpose of carrying on the business activities of the Transferor Companies.

17 **SCHEME SUBJECT TO MODIFICATIONS OF THE HIGH COURT.**

The Scheme shall be subject to such modifications as the Court while sanctioning such amalgamation of the Transferor Companies with the Transferee Company may direct and which the Board of the Transferor Companies and the Transferee Company may consent and agree to.

18 **DISSOLUTION OF THE TRANSFEROR COMPANIES**

Upon the Scheme being sanctioned and an Order being made by the Court under Section 394 of the said Act, the Transferor Companies shall stand dissolved without winding up on the Effective Date.

19 **EFFECT OF NON RECEIPT OF APPROVALS/ SANCTION**

In the event of any of the said sanctions and approvals referred to in the Clause 16 above not being obtained and/ or the Scheme not being sanctioned by the Court and/ or the order or orders not being passed as aforesaid before 31st March, 2003 or within such further period or periods as may be agreed upon between the Transferor Companies by their Directors and the Transferee Company by its Directors (and which the Board of Directors of all companies are hereby empowered and authorised to agree to and extend from time to time without any limitations), the Scheme of Amalgamation shall become null and void and 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 right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or may otherwise arise in law.

Each party shall bear its respective costs, charges and expenses in connection with the Scheme of Amalgamation.

20 **EFFECT OF NON-FULFILLMENT OF ANY OBLIGATION**

In the event of non-fulfillment of any or all obligations under the Scheme, by either the Transferor Companies or the Transferee Company, the non performance of which will put the other Company under any obligation, then such defaulting Company will indemnify all costs/ interests, etc. to the other Company, subject to a specific provision if any to the contrary under the Scheme.

21 **EXPENSES CONNECTED WITH THE SCHEME**

All costs, charges, taxes including duties, levies and all other expenses, including legal expenses, if any, (save where expressly provided otherwise) of the Transferor Companies and the Transferee Company respectively in relation to or in connection with this Scheme including the negotiations leading up to this Scheme and for carrying out and completing the terms and provisions of this Scheme and/ or incidental to the completion of amalgamation of the Transferor Companies in pursuance of this Scheme shall be borne and paid by the Transferee Company alone.

APPENDIX XXXVI

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 COMPANY PETITION NO.343 OF 2003
 IN
 COMPANY APPLICATION NO.62 OF 2003

IN THE MATTER of the Companies Act,
1956;

AND

IN THE MATTER of Section 391 to 394 of
the said Act;

AND

IN THE MATTER of Rallis India Limited;

AND

IN THE MATTER of Scheme of
Amalgamation of Siris India Limited with
Rallis India Limited.

Rallis India Limited a Company)
 incorporated under the Indian)
 Companies Act, 1913 and having its)
 Registered Office at Ralli House, 21, D)
 S Marg, Mumbai 400 001)

.....Petitioner.

Coram : Dr. D. Y. Chandrachud J.
Date : 12th December, 2003

Upon the Petition of Rallis India Limited, the Petitioner Company abovenamed solemnly declared on the 10th day of April, 2003 and presented to this Court on the 10th day of April, 2003 for sanction of the Arrangement embodied in the Scheme of Amalgamation of Siris India Limited (hereinafter referred to as the "Transferor Company") with Rallis India Limited (hereinafter referred to as the "Petitioner Company" or "the Transferee Company") and for other consequential reliefs as mentioned in the Petition AND the said Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mrs. Shirin V. Balsara, Director – Legal and Company Secretary of the Petitioner Company, dated 10th day of April, 2003 verifying the said Petition AND UPON READING the Affidavit of Mr. Bhagwan W. Sawant, Clerk in the Office of M/s. Crawford Bayley & Co., Advocates for the Petitioner Company dated 7th day May, 2003 proving service of Notice of hearing of the Petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai AND UPON READING the Order dated 31st day of January, 2003 made by this Hon'ble Court in Company Application No.62 of 2003, whereby the Petitioner Company was directed to convene the meeting of the members holding Equity Shares of the Petitioner Company to consider and approve the Scheme of Amalgamation of the Transferor Company with the Petitioner Company AND meetings of Secured and Unsecured creditors of the Petitioner Company was dispensed with in view of the averments made in para 23 of the Affidavit in support of Company Application No. 62 of 2003 and the undertaking given by the Petitioner Company to give individual notice of the date of hearing of the Petition to the Secured and Unsecured creditors of the Petitioner Company as directed by Hon'ble Court at the time of admission of the Petition AND UPON READING the affidavit dated 13th day of March, 2003 of Dr. Freddie A. Mehta, one of the Chairman of the meeting of the Equity Shareholders of the Petitioner Company proving publication of the notice convening meeting of the Equity Shareholders of the Petitioner Company in the issue of "Free Press Journal" and "Navshakti" both dated 3rd day of March, 2003 and also proving despatch of individual notice convening meeting to the individual shareholders of the Petitioner Company AND UPON READING the Report dated 10th day of April, 2003 of Dr. Freddie A. Mehta, the Chairman appointed for the meeting of the Equity Shareholders of the Petitioner Company as to the result of the said meeting AND UPON READING the affidavit dated 10th day of April, 2003 of Dr. Freddie A. Mehta, verifying the Chairman's Report AND IT APPEARS from the Report of the Chairman that the Scheme of Amalgamation of the Transferor Company with the Petitioner Company has been approved by requisite majority in number of equity shareholders representing more than three fourths in value of the Equity Shareholder of the Petitions

Company present at the meeting and voting in favour of the Scheme AND UPON READING the affidavit dated 2nd September, 2003 of Mr. Sanjeev P. Ahuja placing on record the latest audited financial results of the Petitioner Company for the period ended 1st April, 2002 to 31st March, 2003 and the unaudited quarterly results of the Petitioner Company for the period 1st April, 2003 to 30th June, 2003 AND UPON READING the affidavit dated 3rd day of September, 2003 of Mr. Soumen Mitra, Chief Financial Officer of the Petitioner Company proving publication of Notice of Hearing of the Petition in the issues of "Free Press Journal" and "Navshakti" both dated 27th May, 2003 and despatch of individual notice of date of hearing of the Petition to all the secured creditors and unsecured creditors to whom the Petitioner Company owes a sum of Rs.5,00,000 and above AND UPON READING the affidavit dated 19th day of November, 2003 of Mrs. Pouruchisti S. Meherhomji, Company Secretary of the Petitioner Company annexing 5 no objection certificates received from the secured creditors, viz. Exhibits "A" to "E" annexed to the said affidavit AND UPON READING the affidavit dated 2nd day of December, 2003 of Mrs. Pouruchisti S. Meherhomji, Company Secretary of the Petitioner Company, placing on record the latest audited financial results of the Petitioner Company for the period commencing from 1st April, 2003 and ending on 30th September, 2003 AND UPON READING the affidavit dated 11th December, 2003 of Mrs. Pouruchisti S. Meherhomji placing the facts and figures relating to objections received from nine unsecured creditors of the Petitioner Company who were objecting to the Scheme of Amalgamation of the Transferor Company with the Petitioner Company AND UPON READING the affidavit dated 3rd day of September, 2003 of Mr. Chakradharan Paik, Regional Director, Department of Company Affairs, stating that scheme is not prejudicial to the interest of the shareholders and creditors of the Petitioner Company AND UPON HEARING Mr. Bomi H. Patel, Counsel instructed by Messrs. Crawford Bayley & Co. Advocates for the Petitioner Company appearing in support of the said Petition and Mr. R.C. Master, Panel Counsel instructed by Mr. T. C. Kaushik for the Regional Director, Department of Company Affairs, Maharashtra, Mumbai who submits to the order of the Court AND no other person or persons entitled to appear at the hearing of the Petition appearing this day either in support of the said Petition or to show cause against the same THIS COURT DOETH HEREBY SANCTION the arrangement embodied in the Scheme of Amalgamation of Siris India Limited the Transferor Company with Rallis India Limited, the Petitioner Company, as set forth in Exhibit "F" to the Petition and also in the Schedule hereto AND THIS COURT DOETH HEREBY DECLARE that the arrangement embodied in the Scheme of Amalgamation to be binding with effect from the 1st April, 2002 (hereinafter referred to as the "Appointed Date") on all the members of the Petitioner Company and the Transferor Company; AND THIS COURT DOETH ORDER that all the assets, claims, estates, interests, powers, properties, rights and titles of every description of, or relating to, the Transferor Company as on the Appointed Date together with all the debts, duties, liabilities and obligations of every description of or pertaining to the Transferor Company as on the Appointed Date whether provided for or not in the books of account of the Transferor Company and whether disclosed or undisclosed in its balance sheet together with all advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorisations, benefits, capital work-in-progress, concessions, rights and benefit of all contracts, consents, current assets, easements, engagements, exemptions, fixed assets, industrial and intellectual property rights of any nature whatsoever and licences in respect thereof, intangibles, investments, leasehold rights, liberties, ownership flats, patents, permits, powers of every kind, nature and description whatsoever, privileges, provision funds, quota rights, registrations, reserves, and all properties, movable & immovable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situate, right to use and avail of telephones, telexes, facsimile connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, trade names, all other utilities held by the Transferor Company or to which the Transferor Company is entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/ or deposits including security deposits paid by the Transferor Company and all other interests wheresoever situate, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Transferor Company shall without any further act, deed, instrument, matter or thing, be and shall stand transferred to and vested in or deemed to have been transferred to or vested in the Petitioner Company so as to become the Undertaking of the Petitioner Company as defined in the said Scheme, but subject to the charges existing thereon or on the said assets on the Appointed Date; AND THIS COURT DOETH FURTHER ORDER that with effect from the Appointed Date, all the profits, including taxes, if any, thereon or incomes arising to the Transferor Company or any costs and charges, expenditure or losses arising or incurred by the

Transferor Company shall for all purposes be treated and deemed to be and accrue as the profits, taxes or incomes, or costs, charges, expenditure or losses of the Petitioner Company, as the case may be; AND THIS COURT DOT H FURTHER ORDER that all proceedings of whatsoever nature (legal and others, including any suits, appeals, arbitrations, execution, proceedings, revisions, writ petitions, if any) by or against the Transferor Company shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or of anything contained in the said Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Transferor Company as if the said Scheme had not been made and thereafter be continued, prosecuted and enforced by or against the Petitioner Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Transferor Company if the said Scheme had not been made and the Petitioner Company shall take steps to have the abovementioned proceedings continued in its name; AND THIS COURT DOT H FURTHER ORDER that all lawful agreements, arrangements, bonds, contracts, deeds and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which it may be eligible and which are subsisting or operative or having effect, shall till the Effective Date, be in full force and effect and may be enforced as fully and effectually as if, the Scheme had not been made and thereafter, shall be in full force and effect against or in favour of the Petitioner Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Petitioner Company had been a party or beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Petitioner Company and other parties thereto AND THIS COURT DOT H FURTHER ORDER that the Petitioner Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any arrangement, confirmations or novations in order to give formal effect to the provisions of this clause, if so required or if it becomes necessary AND THIS COURT DOT H FURTHER ORDER that the Petitioner Company will takeover all the staff, workmen and other employees in the service of the Transferor Company immediately preceding the Effective Date, and they shall become the staff, workmen and employees of the Petitioner Company and that the services of the said staff, workmen and other employees shall, for all purposes, including accrued leave benefits, gratuity, provident fund, retirement benefits, retrenchment compensation, superannuation and so on, be regarded as continuous without any break or interruption of service by reason of the transfer of the Undertaking to the Petitioner Company and that the terms and conditions of service applicable to such employees on the Effective Date will not in any way be less favourable to them than those applicable to them immediately before the Effective Date and the position, rank and designation of the employees would, however, be decided by the Board of the Petitioner Company, which shall also have the right to exercise an option, if warranted, to transfer such employees to any unit of the Petitioner Company as may be deemed to be necessary from time to time and that it is expressly provided that as far as the Gratuity Fund, Provident Fund Scheme, Superannuation Fund or any other Special Fund including any surplus in such funds, created or existing for the benefit of the employees, staff and workmen of the Transferor Company are concerned, upon the Scheme becoming finally effective, the Petitioner Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Schemes or Funds as per the terms provided in the respective Trust deeds or no other documents. It is the aim and intent of the Scheme that all the duties, obligations, powers and rights of the Transferor Company in relation to such Funds shall become those of the Petitioner Company; AND THIS COURT DOT H FURTHER ORDER that pursuant to the transfer of the Undertaking as provided in clause 5.1 of the said Scheme and subject to the provisions in the Scheme in relation to the mode of transfer and vesting, the liabilities of the Transferor Company, shall also be and stand transferred or deemed to be transferred, without further act, instrument, deed, matter or thing, to the Petitioner Company, pursuant to the provisions of Section 394 of the said Act so as to become as and from the Appointed Date, the debts, duties, liabilities and obligations of the Petitioner Company and further that for the purpose of giving effect to the provisions of this Clause, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties, and obligations have arisen and provided that, the Petitioner Company may, at any time after the coming into the effect of the said Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute in favour of the secured creditors of the Transferor Company or in favour of any other party to any contract or arrangement to which the Transferor Company is

a party, such Deeds of Confirmations or any writings as may be necessary to be executed in order to give formal effect to the above provisions and the Petitioner Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed; AND THIS COURT DOTH FURTHER ORDER that the guarantees provided by third parties on behalf of the Transferor Company shall be taken over by the Petitioner Company and these parties shall be discharged of their obligations on this account; AND THIS COURT DOTH FURTHER ORDER that to the extent that there are inter-company loans, deposits, balances or debenture holding as between the Transferor Company and the Petitioner Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Petitioner Company for the reduction of any assets or liabilities as the case may be and for the removal of doubt, it is clarified that in view of the above, there would be no accrual of interest of other charges in respect of any such inter-company loans, deposits or balances, with effect from the Appointed Date; AND THIS COURT DOTH FURTHER ORDER that upon the Scheme coming into effect, the Petitioner Company shall record all assets and liabilities of the Transferor Company vested in the Petitioner Company pursuant to the Scheme at their book values and that if the total book value of the assets taken over by the Petitioner Company exceeds the book value of the liabilities taken over, the difference shall be credited to the Capital Reserve of the Petitioner Company and that if on the other hand, the total book value of liabilities exceeds the book value of the assets, the difference shall be set off against the Capital Reserve of the Petitioner Company and the balance, if any, shall be set off against the General Reserves of the Petitioner Company and that the inter-company balance representing dues from/ to the other Company in the books of the Transferor Company and the Petitioner Company shall be set off AND THIS COURT DOTH FURTHER ORDER that upon the Scheme becoming effective the Transferor Company shall stand dissolved without winding up AND THIS COURT DOTH FURTHER ORDER that the Petitioner Company shall within 30 days after the date of the sealing of the Order cause a certified copy thereof to be delivered to the Registrar of Companies, Maharashtra, Mumbai for registration and upon such certified copy of order being so delivered the Transferor Company shall stand dissolved without winding up and upon receipt of the order sanctioning the Scheme of Amalgamation passed by the High Court at Andhra Pradesh and upon receipt of the documents of the Transferor Company from the Registrar of Companies, Andhra Pradesh by the Registrar of Companies Maharashtra, Mumbai he shall place the documents relating to the Transferor Company and registered with him on the files kept by him in relation to the Petitioner Company, and consolidate the documents of the Transferor Company and the Petitioner Company accordingly; AND THIS COURT DOTH FURTHER ORDER that parties to the arrangement embodied in the Scheme of Amalgamation sanctioned herein or any person or persons interested therein shall be at liberty to apply to this Hon'ble Court for any direction that may be necessary with regard to the working of the arrangement embodied in the Scheme of Amalgamation sanctioned herein and set forth in the Schedule hereto AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.2,500/- (Rupees Two thousand five hundred only) to the Regional Director, Department of Company Affairs, Maharashtra, Mumbai towards the cost of the said Petition WITNESS SHRI CHUNILAL KARSANDAS THAKKER, the Chief Justice at Bombay aforesaid this 12th day of December, 2003.

By the Court
For Prothonotary & Senior Master.

Sealer

Dated this 13th day of January, 2004

Order sanctioning the Scheme)
of Amalgamation drawn on the)
Application of Messrs. Crawford Bayley)
& Co., Advocates for the Petitioner)
Company having their Office at State)
Bank Buildings, N.G.N. Vaidya Marg,)
Fort, Mumbai 400 023.)

APPENDIX XXXVII

**IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH AT
HYDERABAD (ORDINARY ORIGINAL/CIVIL JURISDICTION)**

**WEDNESDAY THE TENTH DAY OF DECEMBER TWO THOUSAND AND
THREE PRESENT**

THE HONOURABLE MR. JUSTICE N. V. RAMANA

COMPANY PETITION NO.51 OF 2003

IN THE MATTER OF THE COMPANIES ACT (1 OF 1956)

AND

IN THE MATTER OF M/S. SIRIS INDIA LIMITED

AND

IN THE MATTER OF SCHEME OF AMALGAMATION OF SIRIS

INDIA LIMITED WITH RALLIS INDIA LIMITED

BETWEEN

Siris India Limited Regd. Office at 1-7-241/11B
Sarojini Devi Road, Secunderabad, rep by its
Director P. K. GARG.

PETITIONER/TRANSFEROR COMPANY

Application / Petition under section 394 r/w Section 391 of the Companies Act, 1956 praying that this High Court may be pleased to

- a) That the arrangement embodied in the Scheme of Amalgamation between the Petitioner Company and the Transferee Company, as consented by the shareholders of the petitioner company and the Transferee company, a copy of which is filed hereto as Exhibit "E" be sanctioned and confirmed by this Hon'ble High Court so as to be binding on all the members, creditor and employees of the Petitioner Company and all concerned.
- b) Order under Section 394 of the Act that the Petitioner Company do within 30 days after the date of this order cause a certified copy to be delivered to the Registrar of Companies, Andhra Pradesh, Hyderabad for registration and on such certified copy being delivered or such date as this Hon'ble High Court may deem fit, the Registrar of Companies, Andhra Pradesh, Hyderabad shall take all necessary consequential actions in respect of the petitioner Company.
- c) For an order that the transferor company be dissolved without going through the process of winding up.
- d) That the parties of the scheme of Amalgamation or the other persons interested shall be liberty to apply to this Hon'ble Court for any directions that may be necessary in regard to the carrying out of the scheme of Arrangement.

This Petition coming on for orders upon reading the Judge's summons and the affidavit dated 3-3-2003 and filed by MR. P. K. GARG, Director of the Petitioner Company in support of this Petition and the Counter affidavit and filed by the Registrar of Companies, A. P., Hyderabad and upon hearing the arguments of MR. V. S. RAJU, Advocate for the Petitioner, and MR. M. ANIL KUMAR, Counsel for the Official Liquidator and Mr. T. SURYAKARAN REDDY, S. C. FOR Central Govt.

THE COURT DOETH ORDER AS FOLLOWS

1. That this Court doth hereby sanction the scheme of amalgamation and doth hereby declare the same to be binding on the Transferor Company and the Transferee Company viz. Siris India Ltd. (Transferor Company) and M/s. Rallis India Ltd. (Transferee Company),
2. That all the property, rights and powers of the Transferor Company specified, in the scheme of amalgamation annexed hereto and all the other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same.
3. That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company.
4. That all proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company.
6. That the Transferor Company do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall stand dissolved and the Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said two companies shall be consolidated accordingly.
7. That any person interested shall be at liberty to apply to the Court in the above matter for any direction that may be necessary.
8. That there be no order as to costs in both the Company Petitions.

SD/- M. S. K. PRABHU
JOINT REGISTRAR
SECTION OFFICER

Note : This Decree is amended and Clause No.5 in decree is deleted as per the direction of the Joint Registrar in Letter filed by the Counsel for the Petitioner, and this amended order shall be substituted for the order dispatched earlier on 17-12-03.

SD/- M. S. K. PRABHU
JOINT REGISTRAR

SCHEDULE
SCHEME OF AMALGAMATION
SIRIS INDIA LIMITED (Siris)
WITH
RALLIS INDIA LIMITED

1. PREAMBLE

This Scheme of Arrangement between SIRIS INDIA LIMITED and its members and RALLIS INDIA LIMITED and its members is presented for the amalgamation of SIRIS INDIA LIMITED WITH RALLIS INDIA LIMITED pursuant to the relevant provisions of the Companies Act, 1956.

2. DEFINITIONS

In this Scheme, unless the context otherwise requires, the following expressions shall have the following meanings:

2.1 The Act

“**The Act**” means the Companies Act, 1956 including any statutory modifications, re-enactments or amendments thereof.

2.2 The Appointed Date

“**The Appointed Date**” means 1st April, 2002 or such other date as the High Court at Mumbai and Hyderabad may direct.

2.3 The Board

“**The Board**” means the Board of Directors.

2.4 The Court

“**The Court**” means the Honourable High Court of Judicature at Mumbai and Hyderabad respectively.

2.5 The Effective Date

“**The Effective Date**” means the last of the following dates or such other dates as the Court may direct, namely:

- a) the date on which the last of all the necessary consents, approvals, permissions, resolutions, agreements, sanctions and orders as are hereinafter referred to have been obtained or passed; and
- b) the date on which certified copies of the Order of the Court under sections 391, 392 and 394 of the Act sanctioning the Scheme and vesting the undertaking including the assets, liabilities, rights, duties, obligations and the like of the Transferor Company in the Transferee Company are filed with the Registrar of Companies, Maharashtra and Registrar of Companies of Andhra Pradesh, Hyderabad.

2.6 The Scheme

“**The Scheme**” means the Scheme of Amalgamation in its present form submitted to the High Court of Judicature at Mumbai and Hyderabad for sanction or with any modification(s) approved or imposed or directed by the said High Court.

2.7 The Transferee Company

“**The Transferee Company**” means RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Ralli House, 21, D. S. Marg, Mumbai 400 001.

2.8 Siris or The Transferor Company

“**Siris**” or “**The Transferor Company**” means SIRIS INDIA LIMITED, a Company incorporated under the Companies Act, 1956 and bearing registration

No.01-5244 of 1985 and having its Registered Office 1-7-241/11B, Sarojini Devi Road, Secunderabad 500 003.

2.9 The Undertaking

2.9.1 **“The Undertaking”** shall mean:

- (a) all the assets, claims, estates, interests, powers, properties, rights and titles of every description of, or relating to, the Transferor Company as on the Appointed Date (hereinafter referred to as “the said assets”).
- (b) all the debts, duties, liabilities and obligations of every description of, or pertaining to, the Transferor Company as on the Appointed Date, whether provided for or not in the books of account of the Transferor Company and whether disclosed or undisclosed in its balance sheet (hereinafter referred to as ‘the said liabilities’).

2.9.2 Without prejudice to the generality of Clause 2.9.1(a) above, the Undertaking of the Transferor Company shall include advantages of whatsoever nature, agreements, allotments, approvals, arrangements, authorisations, benefits, capital work-in-progress, concessions, right and benefit of all contracts, consents, current assets, easements, engagements, exemptions, fixed assets, industrial and intellectual property rights of any nature whatsoever and licenses in respect thereof, intangibles, investments, leasehold rights, liberties, ownership flats, patents, permits, powers of every kind, nature and description whatsoever, privileges, provision funds, quota rights, registrations, reserves and all properties, movable and immovable, real, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wheresoever situated, right to use and avail of telephones, telexes, facsimile connections, installations and other communication facilities and equipments, tenancy rights, titles, trademarks, trade names, all other utilities held by the Transferor Company or to which the Transferor Company is entitled to on the Appointed Date and cash and bank balances, all earnest moneys and/ or deposits including security deposits paid by the Transferor Company and all other interests wheresoever situate, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Transferor Company.

3 NATURE OF BUSINESS

3.1 Nature of Business of Siris.

Siris is engaged in the business of manufacture, trading and exports of Agrochemicals.

3.2 Nature of Business of the Transferee Company.

The Transferee Company is engaged inter alia, in the business of manufacture, trading and exports of agrochemicals, fertilisers, seeds and fine chemicals.

4 SHARE CAPITAL

4.1 Share capital of Siris.

The Authorised, Issued, Subscribed and paid-up Share Capital of Siris as on 31st March, 2002 is as follows:

Authorised	Rs. in lacs
1,00,00,000 Equity Shares of Rs.10/- each	1,000.00
Issued, Subscribed and Paid-up	
60,00,000 Equity Shares of Rs.10/- each.	600.00

4.2 Share Capital of Transferee Company

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on 31st March, 2002 is as follows:

Authorised	Rs. in lacs
1,50,00,000 Equity Shares of Rs.10/- each.	1,500.00
5,50,00,000 11% Cumulative Redeemable Preference Shares of Rs.10/- each.	5,500.00
	<u>7,000.00</u>
Issued, Subscribed and Paid-up	
1,19,84,593 Equity Shares of Rs.10/- each.	<u>1,198.46</u>
	<u>1,198.46</u>

5 TRANSFER OF THE UNDERTAKING OF THE TRANSFEROR COMPANY.

5.1 Transfer of the Undertaking

With effect from the Appointed Date, and subject to the provisions of the Scheme in relation to the mode of transfer and vesting, the entire Undertaking of the Transferor Company including the said assets and the said liabilities as on the Appointed Date shall, pursuant to the provisions of Section 394 and other applicable provisions of the Act, without any further act, deed, instrument, matter or thing, be and shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company so as to become the Undertaking of the Transferee Company, but subject to the charges existing thereon or on the said assets on the Appointed Date. However, all the movable assets of the Transferor Company shall not vest in the Transferee Company by virtue of the Order of the High Court but the same shall vest in the manner laid down in Clause 5.3 hereof.

5.2 Transfer of Assets Subject to Charges.

The transfer/ vesting as aforesaid shall be subject to charges/ hypothecation/ mortgage subsisting over or in respect of the said assets or any part thereof on the Appointed Date.

Provided however, any reference in any security documents or arrangements to which the Transferor Company is a party and under which any assets of the Transferor Company are offered or agreed to be offered as security for any financial assistance, or obligations, shall be constructed as reference only to the assets pertaining to the Undertaking of the Transferor Company which is vested in the Transferee Company by virtue of the aforesaid clause, to the end and intent that such security, mortgage and charge shall not extend or be deemed to extend, or be applicable to any other assets of any other units, undertakings, divisions or to other properties of the Transferee Company, unless specifically agreed to by the Transferee Company and subject to the consents and approvals of the persons entitled to the charge on any assets or properties of the Transferee Company.

5.3 Mode of Transfer of Assets

It is expressly provided that pursuant to the transfer of the Undertaking as provided in Clause 5.1 above, all the said assets are so transferred by the Transferor Company to the Transferee Company to the end and intent that the property therein passes to the Transferee Company pursuant to the provisions of Section 394 of the Act as an integral part of Undertaking.

The mode of vesting of movable assets referred in Clause 5.1 is as under:

5.3.1 All the movable assets of the Transferor Company including plant and machinery, investment in subsidiaries, other investments, cash on hand shall be handed over by physical delivery (together with duly executed transfer forms or other documents as may be required) to the Transferee Company along with such other documents as may be

necessary to the end and intent that the property therein passes to the Transferee Company on such delivery.

- 5.3.2 In respect of movable assets, other than those specified in sub-clause 5.3.1 above, including sundry debtors, outstanding loans, advances recoverable in cash or in kind or value to be received, bank balances and deposits with Government, Semi Government, Local and other authorities, bodies and customers, etc. the following modus operandi shall be followed:

The Transferor Company shall give notice in such form as it may deem fit and proper to each part, debtor or depositee as the case may be, that pursuant to the High Courts of Bombay and Hyderabad sanctioning the Scheme, the said debt, loan, advances, etc 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 Company to recover or realise the same stands extinguished.

The Transferee Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor or depositee that pursuant to the High Courts of Bombay and Hyderabad having sanctioned the Scheme, the said person, debtor or depositee should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realise the same is in substitution of the right of the Transferor Company.

5.4 **Transfer of Liabilities**

- 5.4.1 Pursuant to the transfer of the Undertaking as provided in Clause 5.1 above, and subject to the provisions in the Scheme in relation to the mode of transfer and vesting, the said liabilities of the Transferor Company, shall also be and stand transferred or deemed to be transferred, without further act, instrument, deed, matter or thing, to the Transferee Company, pursuant to the provisions of Section 394 of the said Act so as to become as and from the Appointed Date, the debt, duties, liabilities and obligations of the Transferee Company and further that for the purpose of giving effect to the provisions of this Clause, it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen.

Provided that, the Transferee Company may, at any time after the coming into the effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute in favour of the secured creditors of the Transferor Company or in favour of any other party to any other contract or arrangement to which the Transferor Company is a party, such Deeds of Confirmation or any writings as may be necessary to be executed in order to give formal effect to the above provision. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.

- 5.4.2 It is clarified that the Scheme shall not in any manner affect the rights and interests of the creditors of the Transferor Company or be deemed to be prejudicial to their interests and in particular the secured and statutory creditors of the Transferor Company shall continue to enjoy and hold charge upon their respective securities and properties.

The Transferee Company may at any time after the coming into

effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute Deeds of Confirmation, in favour of the secured creditors of the Transferor Company or in favour of any other party to any contract or arrangement to which the Transferor Company or Transferee Company is a party to, or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.

5.5 Transfer of Guarantees

Guarantee provided by third parties on behalf of the Transferor Company shall be taken over by the Transferee Company and these parties shall be discharged of their obligations on this account.

5.6 Benefit of Sales Tax Deferment and Cash Subsidy.

Nothing contained in this Scheme shall affect the benefit of sales tax deferment/ incentive and cash subsidy availed of by the Transferor Company and the Transferee Company shall comply with all the terms and conditions of such deferment/ incentives as well as cash subsidy, as they are applicable to the Transferor Company.

5.7 Place of Vesting

The vesting of the Undertaking shall by virtue of the provisions of this Scheme, and the effect of the provisions of Section 394 of the said Act, take place at the Registered Office of the Transferee Company.

6 CONDUCT OF BUSINESS BY THE TRANSFEROR COMPANY TILL EFFECTIVE DATE.

6.1 Transferor Company as Trustee

With effect from the Appointed Date, the Transferor Company:

- i) shall be deemed to have held and stood possessed of and shall hold and stand possessed of the entire Undertaking of the Transferor Company for and on account of and for the benefit of and in trust for the Transferee Company, and
- ii) shall carry on and be deemed to be carrying on all businesses and activities relating to the Transferor Company for and on account of and for the benefit of and in trust for the Transferee Company.

6.2 Transfer of Profits or Losses

With effect from the Appointed Date, all the profits including taxes, if any, thereon or incomes arising to the Transferor Company or any costs and charges, expenditure or losses arising or incurred by the Transferor Company shall for all purposes be treated and deemed to be and accrue as the profits, taxes or incomes, or costs, charges, expenditure or losses of the Transferee Company, as the case may be.

6.3 Transferor Company to carry on its Business with Diligence

With effect from the Appointed Date, the Transferor Company has carried on and hereafter undertakes to carry on its business with reasonable diligence and utmost business prudence and from the date of acceptances of the Scheme by the respective Boards of the Transferor Company and Transferee Company, the Transferor Company shall not alienate charge, encumber, mortgage or otherwise deal with its Undertaking including any of said assets or any part thereof, without the prior written consent of the Transferee Company, save and except in the ordinary course of business, or pursuant to any pre-existing

obligation undertaken by the Transferor Company prior to the Appointed Date.

Provided however that the Transferor Company shall be entitled in the ordinary course of business in relation to its borrowings required in connection with its business and operations to borrow in the form of loans and further consent of the Transferee Company shall not be required in this behalf.

6.4 Transferor Company not Permitted to undertake New Business

From the date of acceptance of the Scheme by the respective Boards of the Transferor Company and the Transferee Company, the Transferor Company shall not, without the prior written consent of the Transferee Company, undertake any new business or activity, including any business requiring resolution under Section 149(2A) of the Act.

6.5 No change to be effected in the Capital Structure of Transferor and Transferee Company.

Save as specifically provided in the Scheme, and except by mutual consent of the Boards, neither the Transferor Company nor the Transferee Company shall make any change in their capital structure, (by way of bonus shares, convertibles debentures, detachable warrants, equity or preference shares, options and calls, fresh issue of rights shares, secured premium notes, zero interest bonds, or any other instruments of raising capital) by any increase, decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner.

Provided that no such consent is required for the Transferee Company to increase its Authorised Capital, as needs to be enhanced to give effect to the provisions of this Scheme or pursuant to any existing obligation of the Transferee Company.

6.6 No change in the terms and conditions of employment of the Transferor Company's employees.1

From the date of acceptance of the Scheme by the respective Boards of the Transferor Company and the Transferee Company, the Transferor Company shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business.

7 ENFORCEMENT OF LEGAL PROCEEDINGS

All proceedings of whatsoever nature (legal and other, including any suits, appeals, arbitrations, execution proceedings, revisions, writ petitions, if any) by or against the Transferor Company shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or of anything contained in this Scheme but the said proceedings, shall, till the Effective Date be continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made and thereafter be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Transferor Company if this Scheme had not been made. The Transferee Company shall take steps to have the abovementioned proceedings continued in this name.

8 ENFORCEMENT OF CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS.

Subject to the other provisions of this Scheme, all lawful agreements, arrangements, bonds, contracts, deeds and other instruments of whatsoever nature to which the Transferor Company is a party to or to the benefit of which they may be eligible and which are subsisting or operative or having effect, shall till the Effective Date, be in full force and effect and may be enforced as fully and effectually as if, the Scheme had not been made and thereafter, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or

beneficiary thereto, subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Transferee Company and other parties thereto.

The Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any arrangement, confirmations or novations in order to give formal effect to the provisions of this clause, if so required or if it becomes necessary.

9 NO EFFECT OF TRANSFER OF UNDERTAKING ON THE TRANSACTIONS/ CONTRACTS ALREADY CONCLUDED BY THE TRANSFEROR COMPANY.

The transfer and vesting of the said assets and the said liabilities of the Transferor Company to the Transferee Company under Clause 5.1 and 5.4 respectively and the continuance of all the legal proceedings and all the contracts under Clause 7 and 8 respectively by or against the Transferee Company after the Appointed Date shall not affect any transactions, contracts or proceedings already concluded by the Transferor Company in the ordinary course of business on or after the Appointed Date to the end and intent that the Transferee Company accepts on behalf of itself and adopts all acts, deeds and things done and executed lawfully by or on behalf of the Transferor Company as acts, deeds and things done and executed lawfully by or on behalf of the Transferee Company.

10 TRANSFEROR COMPANY'S STAFF, WORKMEN AND EMPLOYEES

10.1 Takeover of all the employees.

The Transferee Company will takeover all the staff, workmen and other employees in the service of the Transferor Company immediately preceding the Effective Date, and they shall become the staff, workmen and employees of the Transferee Company.

10.2 Services of employees to be continued uninterruptedly

The services of the said staff, workmen and other employees shall, for all purposes, including accrued leave benefits, gratuity, provident fund, retirement benefits, retrenchment compensation, superannuation and so on, be regarded as continuous without any break or interruption of service by reason of the transfer of the Undertaking to the Transferee Company.

10.3 Terms and conditions of service shall be the same.

The terms and conditions of service applicable to such employees on the Effective Date will not in any way be less favourable to them than those applicable to them immediately before the Effective Date. The position, rank and designation of the employees would, however, be decided by the Board of the Transferee Company, which shall also have the right to exercise an option, if warranted, to transfer such employees to any unit of the Transferee Company as may be deemed to be necessary from time to time.

10.4 Transfer of all rights, duties, powers and obligations regarding any Scheme or Funds.

It is expressly provided that as far as the Gratuity Fund, Provident Fund Scheme, Superannuation Fund or any other Special Fund including any surplus in such funds, created or existing for the benefit of the employees, staff and workmen of the Transferor Company are concerned, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Schemes or Funds as per the terms provided in the respective Trust Deeds or other documents. It is the aim and intent of the Scheme that all the duties, obligations, powers and rights of the Transferor Company in relation to such Funds shall become those of the Transferee Company.

11 ACCOUNTING TREATMENT

11.1 The Transferee Company shall record all assets and liabilities of the Transferor Company vested in the Transferee Company pursuant to the Scheme at their book values. If the total book value of the assets taken over by the Transferee Company exceeds the book value of the liabilities taken over, the difference shall be credited to the Capital Reserve of the Transferee Company. If on the other hand, the total book value of liabilities exceed the book value of the assets, the difference shall be set off against the Capital Reserve of the Transferee Company and the balance, if any, shall be set off against the General Reserves of the Transferee Company.

11.2 The inter-company balance representing due from/ to the other Company in the books of the Transferor Company and the Transferee Company shall be set off.

11.3 Procedure to deal with Balances as between the Transferor Company and the Transferee Company.

To the extent that there are inter-company loans, deposits, balances or debenture holding as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of account and records of the Transferee Company for the reduction of any assets or liabilities as the case may be.

For the removal of doubt, it is clarified that in view of the above, there would be no accrual of interest or other charges in respect of any such inter-company loans, deposit or balances, with effect from the Appointed Date.

12 SHARES OF SHAREHOLDERS IN THE TRANSFEROR COMPANY**12.1 Cancellation of Shares**

The Transferor Company is a wholly owned subsidiary of the Transferee Company and the Transferee Company beneficially holds all the shares issued by the Transferor Company either by itself or jointly with its nominees. On the amalgamation of the Transferor Company with the Transferee Company, no shares of the Transferee Company shall be issued or allotted in respect of the holding of the Transferee Company in the Transferor Company and the share capital of the Transferor Company shall stand cancelled.

13 DIVIDENDS, PROFITS, BONUS/ RIGHTS SHARES**13.1 No declaration of dividend by the Transferor Company.**

The Transferor Company shall not without the prior written consent of the Transferee Company declare any dividend for the financial year ending on or after the Appointed Date and subsequent financial years.

13.2 Provision for dividend to be made by the Transferee Company.

Notwithstanding anything to the contrary in the Articles of Association of the Transferee Company, for the purpose of ensuring that the shareholders of the Transferor Company are paid dividend equivalent to the dividend payable to them, if they were allotted shares in the Transferee Company on the Appointed Date itself, the Transferee Company shall, when declaring dividends (including interim dividend), if any, on its equity shares for the financial year ending on or after the Appointed Date and subsequent financial years, keep a provision for dividend to the extent of difference between the dividend calculated as above and the dividend actually paid by the Transferor Company for the said period and such dividend on such equity shares shall be deemed to be declared and payable if and when this Scheme becomes effective.

13.3 The holders of the shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association

including the right to receive dividends from the respective companies of which they are members till the Effective Date.

14 APPLICATION TO THE HIGH COURT FOR SANCTIONING SCHEME.

On the Scheme being agreed to by the requisite majorities of the members of the Transferor Company and the members of the Transferee Company, both the Transferor Company as well as Transferee Company shall respectively with all reasonable dispatch, make applications/ petitions to the High Court for sanctioning this Scheme of Amalgamation under Section 391 of the Act and for an order or orders under Sections 392 and 394 and other applicable provisions of the said Act for carrying this Scheme into effect.

15 CONSENT OF BOTH TRANSFEROR COMPANY AND TRANSFEE COMPANY TO ANY MODIFICATIONS TO THE SCHEME.

The Transferor Company and the Transferee Company may in their full and absolute discretion, accret from time to time, on behalf of all persons concerned, to any modifications or amendments to the Scheme or agree to any terms and/ or conditions which the Court and/ or any other authorities under law may deem fit to approve of or direct or impose or which may otherwise be considered necessary or desirable or appropriate by them in the best interest of the members for settling any question or doubt or difficult that may arise, whether by reason of any order of the Court or of any directive or orders of any other authorities or otherwise howsoever, arising out of, under or by virtue of this Scheme and for the implementation and/ or carrying out of the Scheme or in any matter connected therewith and to do all acts, deeds and things and take all such steps as may be necessary, desirable or expedient for putting the Scheme into effect on/ upon or after dissolution of the Transferor Company. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by their respective Boards, a committee or committees of the concerned Board or any director authorised in that behalf by the concerned Board.

In the event that any conditions imposed by the Court are found unacceptable for any reason whatsoever by the Transferor Company or the Transferee Company, then the Transferor Company and/ or the Transferee Company shall be entitled to withdraw from the Scheme in which event no rights and liabilities whatsoever shall accrue to or be incurred inter se to or by the parties or any of them.

16 SCHEME CONDITIONAL ON APPROVALS/ SANCTIONS

The Scheme is conditional upon and subject to the following approvals/ permissions and the amalgamation shall be deemed to be complete on the date on which the last approvals/ permission shall have been obtained;

16.1 Approval of both the Transferor Company and the Transferee Company.

The approval and agreement of the Scheme by the requisite majorities of such classes of persons of the Transferor Company and of the Transferee Company, as may be directed by the Court on the applications made for directions under Section 391 of the said Act for calling meetings and necessary resolutions being passed under the said Act.

16.2 Sanction of the High Court of Judicature.

The sanctions of the Court under Sections 391 and 394 of the said Act, in favour of the Transferor Company and the Transferee Company and to the necessary Order or Orders under Section 394 of the said Act.

16.3 Approval of Creditors

The approvals of public financial institutions, banks and creditors, wherever necessary, under any contract entered into with them by the Transferor Company and/ or the Transferee Company.

16.4 Approval of the Central Government or any other Authority.

The sanction or approval under any law or of the Central Government or any

other agency, department or authorities concerned in respect of any of the matters in respect of which such sanction or approval is required.

16.5 Requisite resolutions or consents to be obtained from the Shareholders of both the Transferor and Transferee Company.

The requisite resolution or consents to be obtained from the shareholders of the Transferor Company and the Transferee Company under the applicable provisions of the said Act, for any of the matters provided for relating to the Scheme as may be required or be necessary.

16.6 Approval for Alteration of Memorandum of Association.

The approval for the alteration of the Memorandum of Association of the Transferee Company as required for the purpose of carrying on the business activities of the Transferor Company.

17 SCHEME SUBJECT TO MODIFICATIONS OF THE HIGH COURT.

The Scheme shall be subject to such modifications as the Court while sanctioning such amalgamation of the Transferor Company with the Transferee Company may direct and which the Board of the Transferor Company and the Transferee Company may consent and agree to.

18 DISSOLUTION OF THE TRANSFEROR COMPANY

Upon the Scheme being sanctioned and an Order being made by the Court under Section 394 of the said Act, the Transferor Company shall stand dissolved without winding up on the Effective Date.

19 EFFECT OF NON RECEIPT OF APPROVALS/ SANCTIONS

In the event of any of the said sanctions and approvals referred to in Clause 16 above not being obtained and/ or the Scheme not being sanctioned by the Court and/ or the Order or Orders not being passed as aforesaid before 30th June, 2003 or within such further period or periods as may be agreed upon between the Transferor Company by its Directors and the Transferee Company by its Directors (and which the Board of Directors of both Companies are hereby empowered and authorised to agree to and extend from time to time without any limitations), the Scheme of Amalgamation shall become null and void and 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 right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or may otherwise arise in law.

Each party shall bear its respective costs, charges and expenses in connection with the Scheme of Amalgamation.

20 EFFECT OF NON-FULFILLMENT OF ANY OBLIGATION

In the event of non-fulfillment of any or all obligations under the Scheme, by either the Transferor Company or the Transferee Company, the non performance of which will put the other Company under any obligation, then such default Company will indemnify all costs/ interests, etc. to the other Company, subject to a specific provision if any to the contrary under the Scheme.

21 EXPENSES CONNECTED WITH THE SCHEME

All costs, charges, taxes including duties, levies and all other expenses, including legal expenses, if any, (save where expressly provided otherwise) of the Transferor Company and the Transferee Company respectively in relation to or in connection with this Scheme including the negotiations leading up to this Scheme and for carrying out and completing the terms and provisions of this Scheme and/ or incidental to the completion of amalgamation of the Transferor Company in pursuance to this Scheme shall be borne and paid by the Transferee Company alone.

APPENDIX XXXVIII

THIS SUPPLEMENTAL AGREEMENT made this 14th day of July, 2005 between RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Apeejay House, 7th Floor, 3, Dinshaw Vachha Road, Churchgate, Mumbai 400 020 (hereinafter called "the Company") of the ONE PART and Dr. Venkatrao S. Sohoni, (hereinafter called 'Dr. Sohoni' or the 'Managing Director' as the case may be) of the OTHER PART, being subject to the Principal Agreement dated 14th October, 2003 between the parties hereto.

WHEREAS the Remuneration Committee and the Board of Directors of the Company, at their Meetings held on 13th May, 2005, have approved of the revision in the upper limit of the salary scale of Dr. Sohoni from Rs.2,00,000/- per month to Rs.4,00,000/- per month.

AND WHEREAS the Members of the Company have at the Annual General Meetings of the Company held on 30th June, 2005 approved the revision in the upper limit of the salary scale of Dr. Sohoni as aforesaid.

NOW THIS SUPPLEMENTAL AGREEMENT WITNESSTH AND IT IS HEREBY AGREED as follows:

1. With effect from 1st July, 2005 and for the remainder of Dr. Sohoni's tenure as Managing Director, i.e. upto 10th August, 2006, he shall be entitled to the following salary as per the revised terms and conditions, as follows:

Salary:

In the scale of Rs.50,000/- Rs.4,00,000/- per month, with authority to the Board (which expression shall include a Committee thereof) to fix the salary within the scale from time to time. The annual increments which will be effective 1st April each year, will be merit-based and take into account the Company's performance.

2. All other terms and conditions contained in the Agreement dated 14th October, 2003 between the Company and Dr. Sohoni shall remain unchanged.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and the year first above written.

SIGNED, SEALED AND)
 DELIVERED by the withinnamed)
 RALLIS INDIA LIMITED in the)
 presence of Mr. R. Gopalakrishnan,)
 Chairman and Mrs. P. S. Meherhomji,)
 Company Secretary of the Company,)
 pursuant to a Resolution of its Boards)
 of Directors passed on 13th May, 2005)

SIGNED AND DELIVERED by)
 DR. VENKATRAO S. SOHONI in the)
 presence of Ms. Annahita R. Kapadia)

APPENDIX XXXIX

THIS AGREEMENT made this 15th day of June, 2006 between RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Apeejay House, 7th Floor, 3, Dinshaw Vachha Road, Churchgate, Mumbai 400 020 (hereinafter called 'the Company') of the ONE PART and Dr. Venkatrao S. Sohoni, (hereinafter called 'Dr. Sohoni' or the 'Managing Director' as the case may be) of the OTHER PART.

WHEREAS the Board of Directors of the Company, at its Meeting held on 17th April, 2006, re-appointed Dr. Sohoni as Managing Director with effect from 11th August, 2006 to 31st May, 2007.

AND WHEREAS the Members of the Company have at the Annual General Meeting of the Company held on 31st May, 2006 approved the re-appointment of Dr. Sohoni as the Managing Director of the Company with effect from 11th August, 2006 upto 31st May, 2007 and Dr. Sohoni has agreed to serve the Company on the terms and conditions hereinafter contained.

AND WHEREAS the appointment of Dr. Sohoni as the Managing Director is pursuant to the provisions of Article 135 of the Company's Articles of Association read with Section 269, 309 and other applicable provisions, if any, of the Companies Act, 1956. Dr. Sohoni shall not, while he continues to be the Managing Director, be subject to retirement by rotation pursuant to the provision of Section 255 of the Companies Act, 1956.

NOW THESE PRESENTS WITHNESSTH AND IT IS HEREBY AGREED as follows:

1. The re-appointment of Dr. Sohoni as the Managing Director of the Company is in accordance with the provisions of Section 269 subject to the provisions of Section 198, 309 and other provisions of the Act and subject as hereinafter, this Agreement shall remain in force from 11th August, 2006 upto 31st May, 2007.
2. Dr. Sohoni shall serve the Company as the Managing Director of the Company during the continuance of this Agreement and shall exercise substantial powers of management, subject to the superintendence, control and directions by the Board of Directors. Dr. Sohoni shall devote his whole time and attention to the business and the affairs of the Company and shall perform such other duties as shall from time to time be entrusted to him by the Board of Directors.
3. The Managing Director shall not be entitled to exercise the following powers without the consent of the Board of Directors:
 - a) the power to make calls on shareholders in respect of moneys unpaid on shares in the Company;
 - b) the power to issue debentures and
 - c) the power to invest the funds of the Company in shares, stocks and securities.
4. The Managing Director undertakes to the best of his skill and ability to use his utmost endeavours to promote the interest and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders

and directions as may from time to time be given by the Board of Directors of the Company.

5. For the period of the Agreement and so long as the Managing Director performs the services and complies with the terms and conditions as set out in this Agreement, he shall be entitled to the following remuneration:

Subject to the ceiling limits laid down in Sections 198 and 309 of the Companies Act, 1956 remuneration by way of salary, perquisite and other allowances and incentives remuneration shall be as follows:

a) **Salary:**

In the scale of Rs.50,000 – Rs.4,00,000 per month, with authority to the Board to fix the salary within the scale from time to time. The annual increment which will be effective 1st April 2007, will be merit-based and take into account the Company's performance.

b) **Commission:**

Such remuneration by way of commission, in addition to the salary and perquisite and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of Directors of the Company at the end of each financial year, subject to the overall ceilings stipulated in Sections 198 and 309 of the Act. The specific amount payable to the Managing Director will be based on certain performance criteria to be laid down by the Board and will be payable annually after the Annual Accounts have been approved by the Board of Directors and adopted by the Members.

c) **Perquisites and Allowances:**

- (i) In addition to the salary, incentive remuneration, if any and commission payable, the Managing Director shall also be entitled to perquisites and allowances like accommodation (furnished or otherwise) or house rent and maintenance allowances, in lieu thereof; together with reimbursement of expenses or allowances for utilities such as gas, electricity, water, furnishings, repairs, servants' salaries; medical reimbursement; club fees and leave travel concession/ allowance for himself and his family; medical/ accident insurance and such other perquisites and allowances in accordance with the Rules of the Company or as may be agreed to by the Board and Dr. Sohoni; such perquisite and allowances will be subject to such overall ceiling as may be fixed by the Board from time to time.
- (ii) Company maintained car with driver for official and personal use.
- (iii) Telecommunication facilities at residence.
- (iv) Leave and encashment of unavailed leave as per the Rules of the Company.
- (v) Dr. Sohoni shall not be a member of the Provident Fund, Superannuation and Gratuity Fund during his tenure.

d) **Incentive Remuneration:**

At the end of his tenure, if the Board judges that Dr. Sohoni has achieved a successful turnaround of profits, debtors and other parameters to be defined by the Remuneration Committee, then an end-of-service incentive remuneration of upto Rs.62.50 lacs will be payable.

Minimum Remuneration:

Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of Dr. Sohoni, the Company has no profits or its profits are inadequate, the Company will pay remuneration by way of salary, perquisite and allowances and incentive remuneration as specified above.

6. The terms and conditions of the said appointment and/ or Agreement may be altered and varied from time to time by the Board as it may, in its discretion, deem fit, within the maximum amount payable to managing and whole-time directors, in accordance with Schedule XIII to the Act or any amendments made hereafter in this regard.
7. If at any time Dr. Sohoni ceases to be a Director of the Company of any cause whatsoever he shall cease to be the Managing Director of the Company.
8. If at any time Dr. Sohoni ceases to be the Managing Director of the Company for any cause whatsoever, he shall cease to be a Director of the Company.
9. If at any time Dr. Sohoni ceases to be in the employment of the Company for any cause whatsoever, he shall cease to be a Director of the Company.
10. The Managing Director is appointed by virtue of his employment in the Company and his appointment is subject to the provisions of Section 283(1)(I) of the Companies Act, 1956.
11. The Managing Director shall not be interested directly or indirectly in any business or activity of any nature whatsoever other than the business of the Company and shall not supplement his earnings under this Agreement with any buying or selling commission. In particular, the Managing Director shall not, so long as he functions as such, become interested or otherwise concerned directly or through his wife and/ or minor children in any selling agency of the Company without the prior approval of the Central Government.
12. The Managing Director shall not either during or after termination of his appointment hereunder divulge, disclose, make known or communicate to any person, firm, company or concern unless required by the Board or except to such of the Executives of the Company whose province it is to know the same or himself make use of, any of the Company's secrets or any other information which he may acquire, receive or obtain in relation to the Company's affairs or to the working of any process or invention which is carried on or used by the Company or any other matter which may come to his knowledge in course or by reason of his appointment hereunder.
13. The Agreement may be terminated by either party giving the other party 6 (six) months' notice or the Company paying six months' remuneration in lieu thereof. However, in case this Agreement is terminated voluntarily by Dr. Sohoni with immediate effect or by giving a shorter Notice, he shall be entitled to the remuneration only for the period of his service to the Company.

14. Notwithstanding anything contained in Clause 13 hereof, this Agreement shall terminate of the commencement of the winding up, (otherwise than for the purpose of effecting a change in the name of Company or on a reconstruction) whether voluntarily or otherwise Company or on the merger or amalgamation of the Company with any other Company or on the acquisition or take over of the Company by any other Organization or in the event of the Company ceasing to carry on business in any of which events the Managing Director shall only be entitled to remuneration under this Agreement provided for Clause 5 hereof upto the Effective Date of winding up, merger, amalgamation acquisition or take over as the case may be.
15. In the event of this Agreement being terminated under the provisions of Clauses 13 or 14 hereof or in the event of the Managing Director dying during the currency of this Agreement he or his legal representative as the case may be, shall be entitled to receive from the Company remuneration upto the date of such termination or death.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and the year first above written.

SIGNED, SEALED AND)
 DELIVERED by the withinname)
 RALLIS INDIA LIMITED in the)
 presence of Mr. R. Gopalakrishnan,)
 Chairman and Mrs. P. S. Meherhomji,)
 Company Secretary of the Company,)
 pursuant to a Resolution of its Board)
 of Directors passed on)
 17th April, 2006)

SIGNED AND DELIVERD by)
 DR. VENKATRAO S. SOHONI in)
 the presence of Ms. Annahita Kapadia)

APPENDIX XL

THIS AGREEMENT (hereinafter the “Agreement”) made on the 9th day of July, 2007.

Between

RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Apeejay House, 7th Floor, 3, Dinshaw Vachha Road, Churchgate, Mumbai 400 020 (hereinafter called “the Company”, which expression shall unless repugnant to the context include its successors and assigns) of the One Part

And

MR, VEERAMANI SHANKAR, Executive Director, (hereinafter called Mr. Shankar or the “Executive Director” as the case may be), of the Other Part.

WHEREAS the Board of Directors of the Company (hereinafter called the “Board”) has at its meeting held on 13th March, 2007 appointed Mr. Shankar as the Executive Director of the Company for a period of 5 years with effect from 13th March, 2007 and Mr. Shankar has agreed to serve the Company upon the terms and conditions contained in the resolution passed by the Board at its meeting held on 12th April, 2007, and in the Agreement to be executed between the Company and the Executive Director, subject to the approval of the shareholders of the Company.

AND WHEREAS the said appointment has been approved by the shareholders at their meeting held on 25th May, 2007, subject to the approval of the Central Government, if applicable.

AND WHEREAS the Parties hereto are desirous of entering into an Agreement, being these presents, to record the terms and conditions aforesaid.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

1.1.1 **‘Act’** means the Companies Act, 1956, as amended, modified or re-enacted from time to time.

1.1.2 **‘Confidential Information’** means information relating to the business, products, affairs and finances of the Company or any of its associated company or subsidiary for the time being confidential to it or to them and trade secrets (including without limitation technical data and know-how) relating to the business of the Company or of any of its associated company or of any of its or their suppliers, clients or customers.

1.1.3 **‘Intellectual Property’** includes patents, trade marks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, Confidential Information, know-how and any research effort relating to any of the above mentioned business, names whether registrable or not, moral rights and any similar rights in any country.

1.1.4 **‘Parties’** means collectively the Company and the Executive Director and “Party” means individually each of the Parties.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 Any reference herein to any clause is to such Clause. The Recitals and Clauses to this Agreement including this Interpretation Clause shall be deemed to form part of this Agreement;
- 1.2.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement;
- 1.2.3 Words importing the singular include the plural and vice versa, and words importing a gender include each of the masculine, feminine and neuter gender;

2. **Term and Termination**

- 2.1 Subject as hereinafter provided, this Agreement shall remain in force up to 12th March, 2012, unless terminated earlier.
- 2.2 This Agreement may be terminated earlier by either Party by giving to the other Party six months' notice of such termination or the Company paying six months' remuneration in lieu of such notice.

3. **Duties and Powers**

- 3.1 The Executive Director shall devote his whole time and attention to the business of the Company and carry out such duties as may be entrusted to him by the Board from time to time and separately communicated to him and exercise such powers as may be assigned to him, subject to superintendence, control and directions of the Board in connection with and in the best interests of the business of the Company and the business of any one or more of its associate companies and/ or subsidiaries, including performing duties as assigned by the Board from time to time by serving on the boards of such associate companies and/ or subsidiaries or any other executive body or any committee of such a company.
- 3.2 The Executive Director shall not exceed the powers so delegated by the Board pursuant to clause 3.1 above.
- 3.3 The Executive Director undertakes to employ the best of his skill and ability to make his utmost endeavours to promote the interests and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.

4. **Remuneration**

- 4.1 So long as the Executive Director performs his duties and conforms to the terms and conditions contained in this Agreement, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the laws for the time being in force.
 - a. **Salary:** Rs.2,00,000 per month upto a maximum of Rs.4,00,000 per month. The annual increments which will be effective 1st April each year, will be decided by the Board and will be merit-based and take into account the Company's performance as well.

b. **Benefits, Perquisites, Allowances determined by the Board in terms of authority granted by the shareholders at their meeting held on 25th May, 2007:**

In addition to the basic salary referred to in (a) above, the Executive Director shall be entitled to:

- A. Rent-free residential accommodation (furnished or otherwise), the Company bearing the cost of repairs, maintenance, society charges and utilities (e.g. gas, electricity and water charges) for the said accommodation.

OR

House Rent, House Maintenance and Utility Allowances aggregating 85% of the basic salary.

- B. Hospitalisation, Transport, Telecommunication and other facilities:
- (i) Hospitalisation and major medical expenses for self, spouse and dependent (minor) children;
 - (ii) Car, with driver provided, maintained by the Company for official and personal use.
 - (iii) Telecommunication facilities including broadband, internet and fax.
 - (iv) Housing Loan as per the Rules of the Company.
- C. Other perquisites and allowances given below subject to a maximum of 55% of the annual salary;

The categories of perquisites/ allowances to be included within the 55% limit shall be –

a) Allowances	33.34%
b) Leave Travel Concession/Allowance	8.33%
c) Medical Allowance	8.33%
	<hr/>
	50.00%
d) Personal Accident Insurance) @ actuals subject	
e) Club Membership fees) to a cap of ...	5.00%
	<hr/>
	55.00%

- D. Contribution to Provident Fund, Superannuation Fund or Annuity Fund and Gratuity Fund as per the Rules of the Company.
- E. The Executive Director shall be entitled to leave in accordance with the Rules of the Company. Privilege Leave earned but not availed by the Executive Director is encashable in accordance with the Rules of the Company.
- c. **Commission:** Such remuneration by way of commission, in addition to the salary and perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined

by the Board of the Company at the end of each financial year, subject to the overall ceilings stipulated in Sections 198 and 309 of the Act. The specific amount payable to the Executive Director will be based on performance as evaluated by the Board or a Committee thereof duly authorized in this behalf and will be payable annually after the Annual Accounts have been approved by the Board.

- d. **Incentive Remuneration:** Such incentive remuneration not exceeding 200% of salary to be paid at the discretion of the Board annually, based on certain performance criteria and such other parameters as may be considered appropriate from time to time.

- 4.2 **Minimum Remuneration:** Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of the Executive Director, the Company has no profits or its profits are inadequate, the Company will pay to the Executive Director remuneration for a period not exceeding 3 years by way of Salary, Benefits, Perquisites and Allowances, and Incentive Remuneration as specified above.

5. Variation

The terms and conditions of the appointment of the Executive Director and/ or this Agreement may be altered and varied from time to time by the Board as it may, in its discretion deem fit, irrespective of the limits stipulated under Schedule XIII to the Act or any amendments made hereafter in this regard in such manner as may be agreed to between the Board and the Executive Director, subject to such approvals as may be required.

6. Intellectual Property

- 6.1 The parties acknowledge that the Executive Director may make, discover or create Intellectual Property (IP) in the course of his employment and agree that in this respect the Executive Director has a special obligation to protect such IP and use them to further the interests of the Company.
- 6.2 Subject to the provisions of the laws relating to intellectual property for the time being in force in India, if at any time during his employment, the Executive Director makes or discovers or participates in the making or discovery of any IP relating to or capable of being used in the business for the time being carried on by the Company or any of its subsidiaries or associated companies, full details of the Intellectual Property shall immediately be communicated by him to the Company and such IP shall be the absolute property of the Company. At the request and expense of the Company, the Executive Director shall give and supply all such information, data, drawings and assistance as may be required to enable the Company to exploit the IP to its best advantage and the Executive Director shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.
- 6.3 The Executive Director hereby irrevocably appoints the Company as his attorney in his name and on his behalf to sign or execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company or its nominee the full advantage of the provisions of this clause and if in favour of any third party, a certificate in writing signed by any director or the secretary of the Company that any

instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

- 6.4 If the IP is not the property of the Company, the Company shall, subject to the provisions of the applicable laws for the time being in force, have the right to acquire for itself or its nominee, the Executive Director's rights in the IP within 3 months after disclosure pursuant to clause 6.2 above on fair and reasonable terms.
- 6.5 The rights and obligations under this clause shall continue in force after termination of the Agreement in respect of IP relating to the period of the Executive Director's employment under the Agreement and shall be binding upon his heirs and legal representatives.

7. Confidentiality

- 7.1 The Executive Director is aware that in the course of his employment he will have access to and be entrusted with information in respect of the business and finances of the Company including intellectual property, processes and product specifications, etc. and relating to its dealings, transactions and affairs and likewise in relation to its subsidiaries, associated companies, customers or clients all of which information is or may be of a confidential nature.
- 7.2 The Executive Director shall not except in the proper course of performance of his duties during or at any time after the period of his employment or as may be required by law divulge to any person whatever or otherwise make use of and shall use his best endeavours to prevent the publication or disclosure of any Confidential Information of the Company or any of its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers.
- 7.3 All notes, memoranda, documents and Confidential Information concerning the business of the Company and its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by the Executive Director during the course of his employment shall be the property of the Company and shall be surrendered by the Executive Director to the Company upon the termination of his employment or at the request of the Board at any time during the course of his employment.

8. Non-competition

The Executive Director covenants with the Company that he will not, during the continuance of his employment with the Company, without the prior written consent of the Board, carry on or be engaged, directly or indirectly, either on his own behalf or on behalf of any person, or as manager, agent, consultant or employee of any person, firm or company, in any activity or business, in India or overseas, which shall directly or indirectly be in competition with the business of the Company or its subsidiaries or associate companies.

9. Selling Agency

The Executive Director, so long as he functions as such, undertakes not to become interested or otherwise concerned, directly or through his spouse and/ or children, in any selling agency of the Company.

10. Tata Code of Conduct

The provisions of the Tata Code of Conduct shall be deemed to have been incorporated into the Agreement by reference. The Executive Director shall during his term, abide by the provisions of the Tata Code of Conduct in spirit and in letter and commit to assure its implementation.

11. Personnel Policies

All Personnel Policies of the Company and the related Rules which are applicable to other employees of the Company shall also be applicable to the Executive Director, unless specifically provided otherwise.

12. Summary termination of employment

The employment of the Executive Director may be terminated by the Company without notice or payment in lieu of notice:

- a. if the Executive Director is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company to which he is required by the Agreement to render services; or
- b. in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the Executive Director of any of the stipulations contained in the Agreement; or
- c. in the event the Board expresses its loss of confidence in the Executive Director.

13. Termination due to physical/ mental incapacity

In the event the Executive Director is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate this contract on such terms as the Board may consider appropriate in the circumstances.

14. Resignation from directorships

Upon the termination by whatever means of his employment under the Agreement:

- a. the Executive Director shall immediately tender his resignation from office as a director of the Company and from such other offices held by him in any subsidiaries and associate companies without claim for compensation for loss of office and in the event of his failure to do so the Company is hereby irrevocably authorized to appoint some person in his name and on his behalf to sign and deliver such resignation or
- b. resignations to the Company and to each of the subsidiaries and associate companies of which the Executive Director is at the material time a director or other officer.
- c. the Executive Director shall not without the consent of the Company at any time thereafter represent himself as connected with the Company or any of the subsidiaries and associate companies.

15. Agreement co-terminus with employment/ directorship

15.1 The Executive Director is being appointed by virtue of his employment in the Company and his appointment shall be subject to the provisions of Section 283(1)(I) of the Act.

15.2 If and when this Agreement expires or is terminated for any reason whatsoever, Mr. Shankar will cease to be the Executive Director and also cease to be a Director. If at any time, the Executive Director ceases to be a Director of the Company for any reason whatsoever, he shall cease to be the Executive Director and this Agreement shall forthwith terminate. If at any time, the Executive Director ceases to be in the employment of the Company for any reason whatsoever, he shall cease to be a Director and Executive Director of the Company.

16. Notices

Notices may be given by either Party by letter addressed to the other Party at, in the case of the Company, its registered office for the time being and in the case of the Executive Director his last known address and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted.

17. Miscellaneous**17.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of India.

17.2 Jurisdiction

The Parties have agreed to the exclusive jurisdiction of the Indian courts.

17.3 Entire Agreement

This Agreement contains the entire understanding between the Parties and supersedes all previous written or oral agreements, arrangements, representations, and understandings (if any) relating to the subject matter hereof. Parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. Neither oral explanation nor oral information given by any Party shall alter or affect the interpretation of this Agreement.

17.4 Waiver

A waiver by either Party of a breach of provision(s) of this Agreement shall not constitute a general waiver, or prejudice the other Party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

17.5 Severability

Each term, condition, covenant or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue.

17.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first above written.

The Common Seal of RALLIS INDIA)
 LIMITED was hereunto affixed in the)
 presence of Mr. R. Gopalakrishnan,)
 Chairman and Mrs. P. S. Meherhomji,)
 Company Secretary of Rallis India Limited)
 pursuant to a Resolution of its Board of)
 Directors passed on 12th April, 2007)
 Witnesses: Mr. P. A. Narayanan)
 Mr. S. S. Ghogle)

SIGNED AND DELIVERED by the)
 said Mr. VEERAMANI SHANKAR)
 in the presence of: Ms. Annahita Kapadia)
 Ms. Jenny Varghese)

APPENDIX XLI

THIS AGREEMENT (hereinafter the “Agreement”) made on the 26th day of June, 2009.

Between

RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at 156/ 157, 15th Floor, Nariman Bhavan, 227, Nariman Point, Mumbai 400 021 (hereinafter called “the Company”, which expression shall unless repugnant to the context include its successors and assigns) of the One Part

And

MR. VEERAMANI SHANKAR, Managing Director, (hereinafter called Mr. Shankar or the “Managing Director” as the case may be), of the Other Part.

WHEREAS the Board of Directors of the Company (hereinafter called the “Board”) has at its meeting held on 15th January, 2009 appointed Mr. Shankar as the Managing Director of the Company, with immediate effect, upto 12th March, 2012 and Mr. Shankar has agreed to serve the Company upon the terms and conditions contained in the resolution passed by the Board at its meeting held on 15th January, 2009, and in the Agreement to be executed between the Company and the Managing Director, subject to the approval of the shareholders of the Company.

AND WHEREAS the said appointment has been approved by the shareholders at their meeting held on 29th May, 2009.

AND WHEREAS the Parties hereto are desirous of entering into an Agreement, being these presents, to record the terms and conditions aforesaid.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

1.1.1 **‘Act’** means the Companies Act, 1956, as amended, modified or re-enacted from time to time.

1.1.2 **‘Confidential Information’** means information relating to the business, products, affairs and finances of the Company or any of its associated company or subsidiary for the time being confidential to it or to them and trade secrets (including without limitation technical data and know-how) relating to the business of the Company or of any of its associated company or of any of its or their suppliers, clients or customers.

1.1.3 **‘Intellectual Property’** includes patents, trade marks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, Confidential Information, know-how and any research effort relating to any of the above mentioned business, names whether registrable or not, moral rights and any similar rights in any country.

1.1.4 **‘Parties’** means collectively the Company and the Managing Director and “Party” means individually each of the Parties.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 Any reference herein to any clause is to such Clause. The Recitals and Clauses to this Agreement including this Interpretation Clause shall be deemed to form part of this Agreement;
- 1.2.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement;
- 1.2.3 Words importing the singular include the plural and vice versa, the words importing a gender include each of the masculine, feminine and neuter gender;

2. **Term and Termination**

- 2.1 Subject as hereinafter provided, this Agreement shall remain in force up to 12th March, 2012, unless terminated earlier.
- 2.2 This Agreement may be terminated earlier by either Party by giving to the other Party six months' notice of such termination or the Company paying six months' remuneration in lieu of such notice.

3. **Duties and Powers**

- 3.1 The Managing Director shall devote his whole time and attention to the business of the Company and carry out such duties as may be entrusted to him by the Board from time to time and separately communicated to him and exercise such powers as may be assigned to him, subject to superintendence, control and directions of the Board in connection with and in the best interests of the business of the Company and the business of any one or more of its associate companies and/ or subsidiaries, including performing duties as assigned by the Board from time to time by serving on the boards of such associate companies and/ or subsidiaries or any other executive body or any committee of such a company.
- 3.2 The Managing Director shall not exceed the powers so delegated by the Board pursuant to clause 3.1 above.
- 3.3 The Managing Director undertakes to employ the best of his skill and ability to make his utmost endeavours to promote the interests and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.

4. **Remuneration**

- 4.1 So long as the Managing Director performs his duties and conforms to the terms and conditions contained in this Agreement, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the laws for the time being in force.
 - a. **Salary:** Rs.2,00,000 per month upto a maximum of Rs.4,00,000 per month. The annual increments which will be effective 1st April each year, will be decided by the Board and will be merit-based and take into account the Company's performance as well.

b. **Benefits, Perquisites, Allowances determined by the Board in terms of authority granted by the shareholders at their meeting held on 29th May, 2009:**

In addition to the basic salary referred to in (a) above, the Managing Director shall be entitled to:

- A. Rent-free residential accommodation (furnished or otherwise), the Company bearing the cost of repairs, maintenance, society charges and utilities (e.g. gas, electricity and water charges) for the said accommodation.

OR

House Rent, House Maintenance and Utility Allowances aggregating 85% of the basic salary.

- B. Hospitalisation, Transport, Telecommunication and other facilities:
- (i) Hospitalisation and major medical expenses for self, spouse and dependent (minor) children;
 - (ii) Car, with driver provided, maintained by the Company for official and personal use.
 - (iii) Telecommunication facilities including broadband, internet and fax.
 - (iv) Housing Loan as per the Rules of the Company.
- C. Other perquisites and allowances given below subject to a maximum of 55% of the annual salary;

The categories of perquisites/ allowances to be included within the 55% limit shall be –

a) Allowances	33.34%
b) Leave Travel Concession/ Allowance	8.33%
c) Medical Allowance	8.33%
	<hr/>
	50.00%
d) Personal Accident Insurance) @ actuals subject	
e) Club Membership fees) to a cap of ...	5.00%
	<hr/>
	55.00%

- D. Contribution to Provident Fund, Superannuation Fund or Annuity Fund and Gratuity Fund as per the Rules of the Company.
- E. The Managing Director shall be entitled to leave in accordance with the Rules of the Company. Privilege Leave earned but not availed by the Managing Director is encashable in accordance with the Rules of the Company.

c. **Commission:** Such remuneration by way of commission, in addition to the salary and perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined

by the Board of the Company at the end of each financial year, subject to the overall ceilings stipulated in Sections 198 and 309 of the Act. The specific amount payable to the Managing Director will be based on performance as evaluated by the Board or a Committee thereof duly authorized in this behalf and will be payable annually after the Annual Accounts have been approved by the Board.

- d. **Incentive Remuneration:** Such incentive remuneration not exceeding 200% of salary to be paid at the discretion of the Board annually, based on certain performance criteria and such other parameters as may be considered appropriate from time to time.

- 4.2 **Minimum Remuneration:** Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of the Executive Director, the Company has no profits or its profits are inadequate, the Company will pay to the Managing Director remuneration for a period not exceeding 3 years by way of Salary, Benefits, Perquisites and Allowances, and Incentive Remuneration as specified above.

5. **Variation**

The terms and conditions of the appointment of the Executive Director and/ or this Agreement may be altered and varied from time to time by the Board as it may, in its discretion deem fit, irrespective of the limits stipulated under Schedule XIII to the Act or any amendments made hereafter in this regard in such manner as may be agreed to between the Board and the Managing Director, subject to such approvals as may be required.

6. **Intellectual Property**

- 6.1 The parties acknowledge that the Managing Director may make, discover or create Intellectual Property (IP) in the course of his employment and agree that in this respect the Managing Director has a special obligation to protect such IP and use them to further the interests of the Company.
- 6.2 Subject to the provisions of the laws relating to intellectual property for the time being in force in India, if at any time during his employment, the Managing Director makes or discovers or participates in the making or discovery of any IP relating to or capable of being used in the business for the time being carried on by the Company or any of its subsidiaries or associated companies, full details of the Intellectual Property shall immediately be communicated by him to the Company and such IP shall be the absolute property of the Company. At the request and expense of the Company, the Managing Director shall give and supply all such information, data, drawings and assistance as may be required to enable the Company to exploit the IP to its best advantage and the Managing Director shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.
- 6.3 The Managing Director hereby irrevocably appoints the Company as his attorney in his name and on his behalf to sign or execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company or its nominee the full advantage of the provisions of this clause and if in favour of any third party, a certificate in writing signed by any director or the secretary of the Company that any

instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

- 6.4 If the IP is not the property of the Company, the Company shall, subject to the provisions of the applicable laws for the time being in force, have the right to acquire for itself or its nominee, the Managing Director's rights in the IP within 3 months after disclosure pursuant to clause 6.2 above on fair and reasonable terms.
- 6.5 The rights and obligations under this clause shall continue in force after termination of the Agreement in respect of IP relating to the period of the Managing Director's employment under the Agreement and shall be binding upon his heirs and legal representatives.

7. Confidentiality

- 7.1 The Managing Director is aware that in the course of his employment he will have access to and be entrusted with information in respect of the business and finances of the Company including intellectual property, processes and product specifications, etc. and relating to its dealings, transactions and affairs and likewise in relation to its subsidiaries, associated companies, customers or clients all of which information is or may be of a confidential nature.
- 7.2 The Managing Director shall not except in the proper course of performance of his duties during or at any time after the period of his employment or as may be required by law divulge to any person whatever or otherwise make use of and shall use his best endeavours to prevent the publication or disclosure of any Confidential Information of the Company or any of its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers.
- 7.3 All notes, memoranda, documents and Confidential Information concerning the business of the Company and its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by the Managing Director during the course of his employment shall be the property of the Company and shall be surrendered by the Managing Director to the Company upon the termination of his employment or at the request of the Board at any time during the course of his employment.

8. Non-competition

The Managing Director covenants with the Company that he will not, during the continuance of his employment with the Company, without the prior written consent of the Board, carry on or be engaged, directly or indirectly, either on his own behalf or on behalf of any person, or as manager, agent, consultant or employee of any person, firm or company, in any activity or business, in India or overseas, which shall directly or indirectly be in competition with the business of the Company or its subsidiaries or associate companies.

9. Selling Agency

The Managing Director, so long as he functions as such, undertakes not to become interested or otherwise concerned, directly or through his spouse and/ or children, in any selling agency of the Company.

10. Tata Code of Conduct

The provisions of the Tata Code of Conduct shall be deemed to have been incorporated into the Agreement by reference. The Managing Director shall during his term, abide by the provisions of the Tata Code of Conduct in spirit and in letter and commit to assure its implementation.

11. Personnel Policies

All Personnel Policies of the Company and the related Rules which are applicable to other employees of the Company shall also be applicable to the Managing Director, unless specifically provided otherwise.

12. Summary termination of employment

The employment of the Managing Director may be terminated by the Company without notice or payment in lieu of notice:

- a. if the Managing Director is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company to which he is required by the Agreement to render services; or
- b. in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the Managing Director of any of the stipulations contained in the Agreement; or
- c. in the event the Board expresses its loss of confidence in the Managing Director.

13. Termination due to physical/ mental incapacity

In the event the Managing Director is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate this contract on such terms as the Board may consider appropriate in the circumstances.

14. Resignation from directorships

Upon the termination by whatever means of his employment under the Agreement:

- a. the Managing Director shall immediately tender his resignation from other offices held by him in any subsidiaries and associate companies without claim for compensation for loss of office and in the event of his failure to do so the Company is hereby irrevocably authorized to appoint some person in his name and on his behalf to sign and deliver such resignation or resignations to the Company and to each of the subsidiaries and associate companies of which the Managing Director is at the material time a director or other officer.
- b. the Managing Director shall not without the consent of the Company at any time thereafter represent himself as connected with the Company or any of the subsidiaries and associate companies.

15. Agreement co-terminus with employment/ directorship

- 15.1 The Managing Director is being appointed by virtue of his employment in the Company and his appointment shall be subject to the provisions of Section 283(1)(I) of the Act.

- 15.2 If and when this Agreement expires or is terminated for any reason whatsoever, Mr. Shankar will cease to be the Managing Director and also cease to be a Director. If at any time, the Managing Director ceases to be a Director of the Company for any reason whatsoever, he shall cease to be the Managing Director and this Agreement shall forthwith terminate. If at any time, the Managing Director ceases to be in the employment of the Company for any reason whatsoever, he shall cease to be a Director and Managing Director of the Company.

16. Notices

Notices may be given by either Party by letter addressed to the other Party at, in the case of the Company, its registered office for the time being and in the case of the Managing Director his last known address and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or of delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted.

17. Miscellaneous

17.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

17.2 Jurisdiction

The Parties have agreed to the exclusive jurisdiction of the Indian courts.

17.3 Entire Agreement

This Agreement contains the entire understanding between the Parties and supersedes all previous written or oral agreements, arrangements, representations, and understandings (if any) relating to the subject matter hereof. Parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. Neither oral explanation nor oral information given by any Party shall alter or affect the interpretation of this Agreement.

It is hereby specified that this Agreement supersedes the Agreement dated 9th July, 2007 entered into between the parties for appointment of Mr. Shankar as Executive Director.

17.4 Waiver

A waiver by either Party of a breach of provision(s) of this Agreement shall not constitute a general waiver, or prejudice the other Party's right otherwise to demand strict compliance with that provision or any other provisions in the Agreement.

17.5 Severability

Each term, condition, covenant or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue.

17.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first above written.

The Common Seal of RALLIS INDIA)
LIMITED was hereunto affixed in the)
presence of Mr. R. Gopalakrishnan,)
Chairman And Mrs. P. S. Meherhomji, GM)
– Legal & Company Secretary of Rallis)
India Limited pursuant to a Resolution)
of its Board of Directors passed on 15th)
January, 2009 Witnesses: Mr. Chetan Nage)
Mr. Sachin Desai)

SIGNED AND DELIVERED by the)
said Mr. VEERAMANI SHANKAR in)
the presence of:)
Ms. Mary Angela Fernandes)

APPENDIX XLII

THIS AGREEMENT (hereinafter the “Agreement”) made on the 23rd day of July, 2012.

Between

RALLIS INDIA LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at 156/ 157, 15th Floor, Nariman Bhavan, 227, Nariman Point, Mumbai 400 021 (hereinafter called “the Company”, which expression shall unless repugnant to the context include its successors and assigns) of the One Part

And

MR. VEERAMANI SHANKAR, Managing Director, (hereinafter called Mr. Shankar or the “Managing Director” as the case may be), of the Other Part.

WHEREAS the Board of Directors of the Company (hereinafter called the “Board”) has at its meeting held on 20th January, 2012 re-appointed Mr. Shankar as the Managing Director of the Company, with effect from 13th March, 2012 upto 12th March, 2017 and Mr. Shankar has agreed to serve the Company upon the terms and conditions contained in the resolution passed by the Board at its meeting held on 20th January, 2012, and in the Agreement to be executed between the Company and the Managing Director, subject to the approval of the shareholders of the Company.

AND WHEREAS the said appointment has been approved by the shareholders at their meeting held on 27th June, 2012.

AND WHEREAS the Parties hereto are desirous of entering into an Agreement, being these presents, to record the terms and condition aforesaid.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

1.1.1 **‘Act’** means the Companies Act, 1956, as amended, modified or re-enacted from time to time.

1.1.2 **‘Confidential Information’** means information relating to the business, products, affairs and finances of the Company or any of its associated company or subsidiary for the time being confidential to it or to them and trade secrets (including without limitation technical data and know-how) relating to the business of the Company or of any of its associated company or subsidiary or of any of its or their suppliers, clients or customers.

1.1.3 **‘Intellectual Property’** includes patents, trade marks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, Confidential Information, know-how and any research effort relating to any of the above mentioned business, names whether registrable or not, moral rights and any similar rights in any country.

1.1.4 **'Parties'** means collectively the Company and the Managing Director and "Party" means individually each of the Parties.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

1.2.1 Any reference herein to any clause is to such Clause. The Recitals and Clauses to this Agreement including this Interpretation Clause shall be deemed to form part of this Agreement;

1.2.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement;

1.2.3 Words importing the singular include the plural and vice versa, and words importing a gender include each of the masculine, feminine and neuter gender;

2. **Term and Termination**

2.1 Subject as hereinafter provided, this Agreement shall remain in force up to 12th March, 2017, unless terminated earlier.

2.2 This Agreement may be terminated earlier by either Party by giving to the other Party six months' notice of such termination or the Company paying six months' remuneration in lieu of such notice.

3. **Duties and Powers**

3.1 The Managing Director shall devote his whole time and attention to the business of the Company and carry out such duties as may be entrusted to him by the Board from time to time and separately communicated to him and exercise such powers as may be assigned to him, subject to superintendence, control and directions of the Board in connection with and in the best interests of the business of the Company and the business of any one or more of its associate companies and/ or subsidiaries, including performing duties as assigned by the Board from time to time by serving on the boards of such associate companies and/ or subsidiaries or any other executive body or any committee of such a company.

3.2 The Managing Director shall not exceed the powers so delegated by the Board pursuant to clause 3.1 above.

3.3 The Managing Director undertakes to employ the best of his skill and ability to make his utmost endeavours to promote the interests and welfare of the Company and to conform to and comply with the directions and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.

4. **Remuneration**

4.1 So long as the Managing Director performs his duties and conforms to the terms and conditions contained in this Agreement, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the laws for the time being in force.

a. **Salary:** Upto a maximum of Rs. 5,00,000 per month. The annual increments which will be effective 1st April each year, will be decided by the Board and will be merit-based and take into account the Company's performance as well.

b. **Benefits, Perquisites, Allowances determined by the Board in terms of authority granted by the shareholders at their meeting held on 27th June, 2012:**

In addition to the basic salary referred to in (a) above, the Managing Director shall be entitled to:

- A. Rent-free residential accommodation (furnished or otherwise), the Company bearing the cost of repairs, maintenance, society charges and utilities (e.g. gas, electricity and water charges) for the said accommodation.

OR

House Rent, House Maintenance and Utility Allowances aggregating 85% of the basic salary.

- B. Hospitalisation, Transport, Telecommunication and other facilities:
- (i) Hospitalisation and major medical expenses for self, spouse and dependent (minor) children;
 - (ii) Car, with driver provided, maintained by the Company for official and personal use.
 - (iii) Telecommunication facilities including broadband, internet and fax.
 - (iv) Housing Loan as per the Rules of the Company.
- C. Other perquisites and allowances given below subject to a maximum of 55% of the annual salary;

The categories of perquisites/ allowances to be included within the 55% limit shall be –

a) Allowances	33.34%
b) Leave Travel Concession/ Allowance	8.33%
c) Medical Allowance	8.33%
	<hr/>
	50.00%
d) Personal Accident Insurance) @ actuals subject	
e) Club Membership fees) to a cap of ...	5.00%
	<hr/>
	55.00%

- D. Contribution to Provident Fund, Superannuation Fund or Annuity Fund and Gratuity Fund as per the Rules of the Company.
- E. The Managing Director shall be entitled to leave in accordance with the Rules of the Company. Privilege Leave earned but not availed by the Managing Director is encashable in accordance with the Rules of the Company.

- b. **Commission:** Such remuneration by way of commission, in addition to the salary and perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined

by the Board of the Company at the end of each financial year, subject to the overall ceilings stipulated in Sections 198 and 309 of the Act. The specific amount payable to the Managing Director will be based on performance as evaluated by the Board or a Committee thereof duly authorized in this behalf and will be payable annually after the Annual Accounts have been approved by the Board.

- d. **Incentive Remuneration:** Such incentive remuneration not exceeding 200% of basic salary to be paid at the discretion of the Board, if in any financial year during the currency of the tenure of the Managing Director, the Company has no profits or its profits are inadequate, based on certain performance criteria and such other parameters as may be considered appropriate from time to time.

- 4.2 **Minimum Remuneration:** Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of the Managing Director, the Company has no profits or its profits are inadequate, the Company will pay to the Managing Director remuneration by way of Salary, Benefits, Perquisites and Allowances, and Incentive Remuneration as specified above.

5. Variation

The terms and conditions of the appointment of the Managing Director and/ or this Agreement may be altered and varied from time to time by the Board as it may, in its discretion deem fit, irrespective of the limits stipulated under Schedule XIII to the Act or any amendments made hereafter in this regard in such manner as may be agreed to between the Board and the Managing Director, subject to such approvals as may be required.

6. Intellectual Property

- 6.1 The Parties acknowledge that the Managing Director may make, discover or create Intellectual Property (IP) in the course of his employment and agree that in this respect the Managing Director has a special obligation to protect such IP and use them to further the interests of the Company.
- 6.2 Subject to the provisions of the laws relating to intellectual property from the time being in force in India, if at any time during his employment, the Managing Director makes or discovers or participates in the making or discovery of any IP relating to or capable of being used in the business for the time being carried on by the Company or any of its subsidiaries or associated companies, full details of the Intellectual Property shall immediately be communicated by him to the Company and such IP shall be the absolute property of the Company. At the request and expense of the Company, the Managing Director shall give and supply all such information, data, drawings and assistance as may be required to enable the Company to exploit the IP to its best advantage and the Managing Director shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.
- 6.3 The Managing Director hereby irrevocably appoints the Company as his attorney in his name and on his behalf to sign or execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company or its nominee

the full advantage of the provisions of this clause and if in favour of any third Party, a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

- 6.4 If the IP is not the property of the Company, the Company shall, subject to the provisions of the applicable laws for the time being in force, have the right to acquire for itself or its nominee, the Managing Director's right in the IP within 3 months after disclosure pursuant to clause 6.2 above on fair and reasonable terms.
- 6.5 The rights and obligations under this clause shall continue in force after termination of the Agreement in respect of IP relating to the period of the Managing Director's employment under the Agreement and shall be binding upon his heirs and legal representatives.

7. Confidentiality

- 7.1 The Managing Director is aware that in the course of his employment he will have access to and be entrusted with information in respect of the business and finances of the Company including intellectual property, processes and product specifications, etc. and relating to its dealings, transactions and affairs and likewise in relation to its subsidiaries, associated companies, customers or clients all of which information is or may be of a confidential nature.
- 7.2 The Managing Director shall not except in the proper course of performance of his duties during or at any time after the period of his employment or as may be required by law divulge to any person whatever or otherwise make use of and shall use his best endeavours to prevent the publication or disclosure of any Confidential Information of the Company or any of its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers.
- 7.3 All notes, memoranda, documents and Confidential Information concerning the business of the Company and its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by the Managing Director during the course of his employment shall be the property of the Company and shall be surrendered by the Managing Director to the Company upon the termination of his employment or at the request of the Board at any time during the course of his employment.

8. Non-competition

The Managing Director covenants with the Company that he will not, during the continuance of his employment with the Company, without the prior written consent of the Board, carry on or be engaged, directly or indirectly, either on his own behalf or on behalf of any person, or as manager, agent, consultant or employee of any person, firm or company, in any activity or business, in India or overseas, which shall directly or indirectly be in competition with the business of the Company or its subsidiaries or associate companies.

9. Selling Agency

The Managing Director, so long as he functions as such, undertakes not to become interested or otherwise concerned, directly or through his spouse and/ or children, in any selling agency of the Company.

10. Tata Code of Conduct

The provisions of the Tata Code of Conduct shall be deemed to have been incorporated into the Agreement by reference. The Managing Director shall during his term, abide by the provisions of the Tata Code of Conduct in spirit and in letter and commit to assure its implementation.

11. Personnel Policies

All Personnel Policies of the Company and the related Rules which are applicable to other employees of the Company shall also be applicable to the Managing Director, unless specifically provided otherwise.

12. Summary termination of employment

The employment of the Managing Director may be terminated by the Company without notice or payment in lieu of notice:

- a. if the Managing Director is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company to which he is required by the Agreement to render services; or
- b. in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the Managing Director of any of the stipulations contained in the Agreement; or
- c. in the event the Board expresses its loss of confidence in the Managing Director.

13. Termination due to physical/ mental incapacity

In the event the Managing Director is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate this contract on such terms as the Board may consider appropriate in the circumstances.

14. Resignation from directorships

Upon the termination by whatever means of his employment under the Agreement:

- a. the Managing Director shall immediately tender his resignation from other offices held by him in any subsidiaries and associate companies without claim for compensation for loss of office and in the event of his failure to do so the Company is hereby irrevocably authorized to appoint some person in his name and on his behalf to sign and deliver such resignation or resignations to the Company and to each of the subsidiaries and associate companies of which the Managing Director is at the material time a director or other officer.
- b. the Managing Director shall not without the consent of the Company at any time thereafter represent himself as connected with the Company or any of the subsidiaries and associate companies.

15. Agreement co-terminus with employment/ directorship

- 15.1 The Managing Director is being appointed by virtue of his employment in the Company and his appointment shall be subject to the provisions of Section 283(1)(I) of the Act.

- 15.2 If and when this Agreement expires or is terminated for any reason whatsoever, Mr. Shankar will cease to be the Managing Director and also cease to be a Director. If at any time, the Managing Director ceases to be a Director of the Company for any reason whatsoever, he shall cease to be the Managing Director and this Agreement shall forthwith terminate. If at any time, the Managing Director ceases to be in the employment of the Company for any reason whatsoever, he shall cease to be a Director and Managing Director of the Company.

16. Notices

Notices may be given by either Party by letter addressed to the other Party at, in the case of the Company, its registered office for the time being and in the case of the Managing Director his last known address and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted.

17. Miscellaneous

17.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

17.2 Jurisdiction

The Parties have agreed to the exclusive jurisdiction of the Indian courts.

17.3 Entire Agreement

This Agreement contains the entire understanding between the Parties and supersedes all previous written or oral agreements, arrangements, representations and understandings (if any) relating to the subject matter hereof. Parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. Neither oral explanation nor oral information given by any Party shall alter or affect the interpretation of this Agreement.

17.4 Waiver

A waiver by either Party of a breach of provision(s) of this Agreement shall not constitute a general waiver, or prejudice the other Party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

17.5 Severability

Each term, condition, covenant or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue.

17.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first above written.

The Common Seal of RALLIS INDIA)
LIMITED was hereunto affixed in the)
presence of Mr. R. Gopalakrishnan,)
Chairman and Mrs. P. S. Meherhomji,)
Company Secretary of Rallis India Limited)
pursuant to a Resolution of its Board of)
Directors passed on 20th January, 2012)
Witness : Ms. Avani Maru)

SIGNED AND DELIVERED by the)
said Mr. VEERAMANI SHANKAR in)
the presence of:)
Mary Angela Fernandes)

APPENDIX XLIII

THIS AGREEMENT (hereinafter the “Agreement”) made on the 20th day of July, 2017.

Between

Rallis Indian Limited, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at 156/ 157, 15th Floor, Nariman Bhavan, 227, Nariman Point, Mumbai 400 021 (hereinafter called “the Company”, which expression shall unless repugnant to the context include its successors and assigns) of the One Part

And

Mr. V. Shankar, Managing Director & CEO, (hereinafter called “Mr. Shankar” or the “Managing Director & CEO” as the case may be), residing at Flat No. 14 Wing A, Kalpataru Habitat, Dr. S. S. Rao Road, Parel, Mumbai 400012, of the Other Part.

WHEREAS the Board of Directors of the Company (hereinafter called the “Board”) has at its meeting held on 20th January, 2017 re-appointed Mr. Shankar as Managing Director & CEO of the Company with effect from 13th March, 2017 (“Date of Appointment) up to 30th September, 2021 (till he attains the retirement age) and Mr. Shankar has agreed to serve the Company upon the terms and conditions contained in the resolution passed by the Board at its meeting held on 20th January, 2017 and in the agreement to be executed between the Company and the Managing Director & CEO, subject to the approval of the shareholders of the Company.

AND WHEREAS the said appointment has been approved by the shareholders at their meeting held on 23rd June, 2017.

AND WHEREAS the Parties hereto are desirous of entering into an agreement, being these presents, to record the terms and conditions aforesaid.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

- 1.1.1 **‘Act’** means the Companies Act, 2013, as amended, modified or re-enacted from time to time.
- 1.1.2 **‘Confidential Information’** includes information relating to the business, products, affairs and finances of the Company or any of its associated companies or subsidiaries for the time being confidential to it or to them and trade secrets (including without limitation technical data and know-how) relating to the business of the Company, its subsidiaries or of any of its associated companies or of any of its or their suppliers, clients or customers.
- 1.1.3 **‘Intellectual Property’** includes patents, trademarks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, Confidential Information, know-how and any research effort relating to any of the above mentioned business, names whether registrable or not, moral rights and any similar rights in any country of the Company or any of its associated companies or subsidiaries.

- 1.1.4 **‘Parties’** means collectively the Company and the Managing Director & CEO and **“Party”** means individually each of the Parties.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 Any reference herein to any clause is to such Clause. The Recitals and Clauses to this Agreement including this Interpretation Clause shall be deemed to form part of this Agreement;
- 1.2.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement;
- 1.2.3 Words importing the singular include the plural and vice versa, and words importing a gender include each of the masculine, feminine and neuter gender;

2. Term and Termination

- 2.1 Subject as hereinafter provided, this Agreement shall remain in force up to 30th September, 2021 from the Date of Appointment unless terminated earlier.
- 2.2 This Agreement may be terminated earlier, without any cause, by either Party by giving to the other Party six months’ notice of such termination or the Company paying six months’ remuneration which shall be limited to provision of Salary, Benefits, Perquisites, Allowances and any pro-rated Incentive Remuneration (paid at the discretion of the Board), in lieu of such notice.

3. Duties & Powers

- 3.1 The Managing Director & CEO shall devote his whole time and attention to the business of the Company and perform such duties as may be entrusted to him by the Board from time to time and separately communicated to him and exercise such powers as may be assigned to him, subject to the superintendence, control and directions of the Board in connection with and in the best interests of the business of the Company and the business of any one or more of its associated companies and/ or subsidiaries, including performing duties as assigned to the Managing Director & CEO from time to time by serving on the boards of such associated companies and/ or subsidiaries or any other executive body or any committee of such a company.
- 3.2 The Managing Director & CEO shall not exceed the powers so delegated by the Board pursuant to clause 3.1 above.
- 3.3 The Managing Director & CEO undertakes to employ the best of his skill and ability and to make his utmost endeavours to promote the interests and welfare of the Company and to conform to and comply with the policies and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.
- 3.4 Mr. Shankar shall undertake his duties from such location as may be directed by the Board.

4. Remuneration

- 4.1 So long as the Managing Director & CEO performs his duties and conforms to the terms and conditions contained in this Agreement, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the laws for the time being in force.

- A. Salary: Basic Salary up to a maximum of Rs.10,00,000 per month, with authority to the Board to fix the salary within the said maximum amount from time to time.

The annual increments, which will be effective 1st April each year, will be decided by the Board, based on recommendation of the Nomination and Remuneration Committee (hereinafter called the “NRC”), and will be merit-based and take into account the Company’s performance as well.

- B. Benefits, Perquisites and Allowances:

In addition to the Salary referred to in (A) above, the Managing Director & CEO shall be entitled to:

- a. Rent free residential accommodation (furnished or otherwise), the Company bearing the cost of repairs, maintenance, society charges and utilities (e.g. gas, electricity and water charges) for the said accommodation.

OR

If accommodation is not provided by the Company, House Rent, House Maintenance and Utility Allowances aggregating 85% of the basic salary.

- b. Hospitalization, Transport, Telecommunication and other facilities in accordance with the Rules of the Company:
- (i) Hospitalization and major medical expenses for self, spouse and dependent (minor) children;
 - (ii) Car, with driver provided, maintained by the Company, for official and personal use;
 - (iii) Telecommunication facilities including broadband, internet and fax;
 - (iv) Housing Loan facility.
- c. Other perquisites and allowances, subject to a maximum of 55% of the basic salary, as follows:
- (i) Allowances – 33.34% of basic salary
 - (ii) Leave Travel Concession/ Allowance – 8.33% of basic salary
 - (iii) Medical Allowance – 8.33% of basic salary
 - (iv) Personal accident insurance and Club Membership fees at actuals, subject to a cap of 5% of basic salary.
- d. Company’s contribution to Provident Fund, Superannuation or Annuity Fund and Gratuity Fund as per the Rules of the Company.
- e. The Managing Director & CEO shall be entitled to leave in accordance with the Rules of the Company. Privilege leave not availed by him in encashable in accordance with the rule of the Company.

- C. Commission: Such remuneration by way of commission, in addition to the salary and benefits, perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be

determined by the Board at the end of each financial year, subject to the overall ceiling stipulated in Section 197 of the Act. The specific amount payable will be based on performance as evaluated by the Board or a Committee thereof duly authorized in this behalf and will be payable annually after the Annual Financial Statements have been adopted by the Board.

- D. **Incentive remuneration:** In cases where the net profits of the Company are inadequate for payment of profit linked commission, incentive remuneration, not exceeding 200% of the annual basic salary, to be paid at the discretion of the Board annually, based on certain performance criteria and such other parameters as may be considered appropriate from time to time.

An indicative list of factors that may be considered for determination of the extent of Commission/ Incentive Remuneration by the Board (as recommended by the NRC) are:

- The Company's performance on criteria defined qualitative and quantitative parameters, as may be decided by the Board from time to time.
- Industry benchmarks of remuneration.
- Performance of the Managing Director & CEO.

- 4.2 **Minimum Remuneration:** Notwithstanding anything to the contrary herein contained, where in any financial year, during the currency of the tenure of the Managing Director & CEO, the Company has no profits or its profits are inadequate, the Company will pay to him remuneration by way of salary, benefits, perquisites and allowances and incentive remuneration as specified above.
- 4.3 For all intents and purposes, Mr. Shankar's date of joining will be the date on which he joined the Group and he will also enjoy all benefits of continuity with regard to Gratuity and other benefits.

5. **Variation**

The terms and conditions of the appointment of the Managing Director & CEO and/ or the Agreement may be altered and varied from time to time by the Board as it may, in its discretion deem fit, irrespective of the limits stipulated under Schedule V to the Act or any amendments made hereafter in this regard in such manner as may be agreed to between the Board and the Managing Director & CEO, subject to such approvals as may be required.

6. **Intellectual Property**

- 6.1 The Parties acknowledge that the Managing Director & CEO may make, discover or create Intellectual Property (IP) in the course of his employment and agree that in this respect the Managing Director & CEO has a special obligation to protect such IP and use it to further the interests of the Company, or any of its associated companies or subsidiaries.
- 6.2 Subject to the provisions of the laws relating to intellectual property for the time being in force in India, if at any time during his employment, the Managing Director & CEO makes or discovers or participates in the making or discovery of any IP relating to or capable of being used in the business for the time being carried on by the Company or any of its subsidiaries or associated companies, full details of the Intellectual Property shall immediately be communicated by him to the Company and such IP shall be the absolute property of the Company. At the request and expense of the Company, the Managing Director & CEO shall give and supply all such information, data, drawings

and assistance as may be required to enable the Company to exploit the IP to its best advantage and the Managing Director & CEO shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.

- 6.3 The Managing Director & CEO hereby irrevocably appoints the Company as his attorney in his name and on his behalf to sign or execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company or its nominee the full advantage of the provisions of this clause 6 and if in favour of any third Party, a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.
- 6.4 If the IP is not the property of the Company, the Company shall, subject to the provisions of the applicable laws for the time being in force, have the right to acquire for itself or its nominee, the Managing Director & CEO's rights in the IP within 3 months after disclosure pursuant to clause 6.2 above on fair and reasonable terms.
- 6.5 The rights and obligations under this clause shall continue in force after termination of the Agreement in respect of IP relating to the period of the Managing Director & CEO's employment under the Agreement and shall be binding upon his heirs and legal representatives.

7. Confidentiality

- 7.1 The Managing Director & CEO is aware that in the course of his employment he will have access to and be entrusted with information in respect of the business and finances of the Company including intellectual property, processes and product specifications, etc. and relating to its dealings, transactions and affairs and likewise in relation to its subsidiaries, associated companies, customers or clients all of which information is or may be of a confidential nature.
- 7.2 The Managing Director & CEO shall not except in the proper course of performance of his duties during or at any time after period of his employment or as may be required by law divulge to any person whatever or otherwise make use of and shall use his best endeavours to prevent the publication or disclosure of any Confidential Information of the Company or any of its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers.
- 7.3 All notes, memoranda, documents and Confidential Information concerning the business of the Company and its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by the Managing Director & CEO during the course of his employment shall be the property of the Company and shall be surrendered by the Managing Director & CEO to the Company upon the termination of his employment or at the request of the Board at any time during the course of his employment.

8. Non-competition

The Managing Director & CEO covenants with the Company that he will not, during the continuance of his employment with the Company, without the prior written consent of the Board, carry on or be engaged, directly or indirectly, either on his own behalf or on behalf of any person, or as manager, agent, consultant or employee of any person, firm or company, in any activity or business, in India or overseas, which shall directly or indirectly be in competition with the business of the Company or its holding company or its subsidiaries or associated companies. The application of this clause

needs to be read in conjunction with the relevant clauses in the Tata Code of Conduct, referred to in Clause 10 below.

9. Selling Agency

The Managing Director & CEO, so long as he functions as such, undertakes not to become interested or otherwise concerned, directly or through his spouse and/ or children, in any selling agency of the Company.

10. Tata Code of Conduct

The provisions of the Tata Code of Conduct shall be deemed to have been incorporated into this Agreement by reference. The Managing Director & CEO shall during his term, abide by the provisions of the Tata Code of Conduct in spirit and in letter and commit to assure its implementation.

11. Personnel Policies

All Personnel Policies of the Company and the related Rules which are applicable to other employees of the Company shall also be applicable to the Managing Director & CEO, unless specifically provided otherwise.

12. Summary termination of employment

The employment of the Managing Director & CEO may be terminated by the Company without notice or payment in lieu of notice:

- a. if the Managing Director & CEO is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company to which he is required by the Agreement to render services; or
- b. in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the Managing Director & CEO of any of the stipulation contained in the Agreement; or
- c. in the event the Board expresses its loss of confidence in the Managing Director & CEO.

13. Termination due to physical/ mental incapacity

In the event the Managing Director & CEO is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate his contract on such terms as the Board may consider appropriate in the circumstances.

14. Resignation from directorships

Upon the termination by whatever means of his employment under the Agreement:

- a. the Managing Director & CEO shall immediately cease to hold offices held by him in any holding company, subsidiaries or associate companies without claim for compensation for loss of office by virtue of Section 167(1)(h) of the Act and shall resign as trustee of any trusts connected with Company.
- b. the Managing Director & CEO shall not without the consent of the Board at any time thereafter represent himself as connected with the Company or any of its subsidiaries and associated companies.

15. Agreement co-terminus with employment/ directorship

If and when this Agreement expires or is terminated for any reason whatsoever,

Mr. Shankar will cease to be the Managing Director & CEO and also cease to be a Director of the Company. If at any time, the Managing Director & CEO ceases to be a Director of the Company for any reason whatsoever, he shall cease to be the Managing Director & CEO and this Agreement shall forthwith terminate. If at any time, the Managing Director & CEO ceases to be in the employment of the Company for any reason whatsoever, he shall cease to be a Director and Managing Director & CEO of the Company.

16. Other Directorships

The Managing Director & CEO covenants with the Company that he will not during the continuance of his employment with the Company accept any other directorships in any company or body corporate without the prior written consent of the Board.

17. Non-Solicitation

The Managing Director & CEO covenants with the Company that he will not for a period of 1 year immediately following the termination of his employment under this Agreement, without the prior written consent of the Board endeavour or entice away from the Company any employee at the level of General Manager or above who has at any time during the period of two years immediately preceding such termination been employed or engaged by the Company or any subsidiaries or associated companies at any time during the period of two years immediately preceding termination.

18. Notices

Notices may be given by either Party by letter addressed to the other Party at, in the case of the Company, its registered office for the time being and in the case of the Managing Director & CEO his last known address and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted by hand or by electronic mail.

19. Miscellaneous

19.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

19.2 Jurisdiction

The Parties have agreed to the exclusive jurisdiction of the Indian courts.

19.3 Entire Agreement

This Agreement contains the entire understanding between the Parties and supersedes all previous written or oral agreements, arrangements, representations and understandings (if any) relating to the subject matter hereof. The Parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated in this Agreement. Neither oral explanation nor oral information given by any Party shall alter or affect the interpretation of this Agreement.

19.4 Waiver

A waiver by either Party of a breach of the provision(s) of this Agreement shall not constitute a general waiver, or prejudice the other Party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

19.5 Severability

Each term, condition, covenant or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to operate.

19.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first above written.

The Common Seal of RALLIS INDIA)
LIMITED was hereunto affixed in the)
presence of Mr. Bhaskar Bhat, Chairman)
and Mrs. P. S. Meherhomji, Company)
Secretary of the Company)
Witnesses:)

SIGNED, SEALED AND)
DELIVERED by the said Mr. V. Shankar)
)
In the presence of:)
Witnesses: Hardik Shah)

APPENDIX XLIV

THIS AGREEMENT (hereinafter the “Agreement”) made on the 8th day of August, 2019.

Between

Rallis India Limited (A Tata Enterprise), a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at 156/ 157 Nariman Bhavan, 15th Floor, 227, Nariman Point Mumbai 400 021 (hereinafter called “the Company”, which expression shall unless repugnant to the context include its successors and assign) of the One Part.

And

Mr. Sanjiv Lal, hereinafter called “**Mr. Sanjiv Lal or the Managing Director & CEO**” as the case may be, of the Other Part.

WHEREAS the Board of Directors of the Company (hereinafter called the “Board”) has at its meeting held on February 9, 2019 appointed Mr. Sanjiv Lal as the Managing Director & CEO of the Company for a period of 5 years (“Term”) with effect from April 1, 2019 (“Date of Appointment”) and Mr. Sanjiv Lal has agreed to serve the Company upon the terms and conditions approved by the Board and the shareholders of the Company and contained in the Agreement executed between the Company and the Managing Director & CEO.

AND WHEREAS the said appointment has been approved by the shareholders at their meeting held on 28th June, 2019.

AND WHEREAS the Parties hereto are desirous of entering into an agreement, being these presents, to record the terms and conditions aforesaid.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

1.1.1 **‘Act’** means the Companies Act, 2013, as amended, modified or re-enacted from time to time.

1.1.2 **‘Confidential Information’** includes information relating to the business, products, affairs and finances of the Company or any of its associated companies or subsidiaries for the time being confidential to it or to them and trade secrets (including without limitation technical data and know-how) relating to the business of the Company, its subsidiaries or of any of its associated companies or of any of its or their suppliers, clients or customers.

1.1.3 **‘Intellectual Property’** includes patents, trademarks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, Confidential Information, know-how and any research effort relating to any of the above mentioned business, names whether registrable or not, moral rights and any similar rights in any country of the Company or any of its associated companies or subsidiaries.

- 1.1.4 **‘Parties’** means collectively the Company and the Managing Director & CEO and **“Party”** means individually each of the Parties.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 Any reference herein to any clause is to such Clause. The Recitals and Clauses to this Agreement including this Interpretation Clause shall be deemed to form part of this Agreement;
- 1.2.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement;
- 1.2.3 Words importing the singular include the plural and vice versa, and words importing a gender include each of the masculine, feminine and neuter gender;

2. Term and Termination

- 2.1 Subject as hereinafter provided, this Agreement shall remain in force up to March 31, 2024 from the Date of Appointment unless terminated earlier.
- 2.2 This Agreement may be terminated earlier, without any cause, by either Party by giving to the other Party six months’ notice of such termination or the Company paying six months’ remuneration which shall be limited to provision of Salary, Benefits, Perquisites, Allowances and any pro-rated Incentive Remuneration (paid at the discretion of the Board), in lieu of such notice.

3. Duties & Powers

- 3.1 The Managing Director & CEO shall devote his whole time and attention to the business of the Company and perform such duties as may be entrusted to him by the Board from time to time and separately communicated to him and exercise such powers as may be assigned to him, subject to the superintendence, control and directions of the Board in connection with and in the best interests of the business of the Company and the business of one or more of its associated companies and/ or subsidiaries, including performing duties as assigned to the Managing Director & CEO from time to time by serving on the boards of such associated companies and/ or subsidiaries or any other executive body or any committee of such a company.
- 3.2 The Managing Director & CEO shall not exceed the powers so delegated by the Board pursuant to clause 3.1 above.
- 3.3 The Managing Director & CEO undertakes to employ the best of his skill and ability and to make his utmost endeavours to promote the interests and welfare of the Company and to conform to and comply with the policies and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.
- 3.4 Mr. Sanjiv Lal shall undertake his duties from such location as may be directed by the Board.

4. Remuneration

- 4.1 So long as the Managing Director & CEO performs his duties and conforms to the terms and conditions contained in this Agreement, he shall, subject to such approvals

as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the laws for the time being in force.

- A. Salary: Rs.4,50,000 per month in the scale of Rs. 3,75,000 to Rs.10,00,000 per month, The annual increments which will be effective 1 April each year (starting from April 2020) will be decided by the Board based on the recommendations of the Nomination and Remuneration Committee and will be merit-based and take into account the Company's performance as well.
- B. Benefits, Perquisites, Allowances: In addition to the Salary referred to in (A) above, the Managing Director & CEO shall be entitled to:
- (i) Rent-free residential accommodation (furnished or otherwise) with the Company bearing the cost of repairs, maintenance, society charges and utilities (e.g. gas, electricity and water charges) for the said accommodation.

OR

House Rent, House Maintenance and Utility Allowances aggregating 85% of the basic salary in case residential accommodation is not provided by the Company.

- (ii) Following other facilities as per the Rules of the Company:
- a. Hospitalization and major medical expenses for self, spouse and dependent (minor) children;
- b. Car, with driver provided, maintained by the Company, for official and personal use;
- c. Telecommunication facilities including broadband, internet and fax;
- d. Housing Loan facility;
- (iii) Other Perquisites and Allowances, subject to a maximum of 55% of the basic salary, as follows:
- A. Allowances – 33.34% of basic salary
- B. Leave Travel Concession/ Allowance – 8.33% of basic salary
- C. Medical Allowance – 8.33% of basic salary
- D. Personal Accident Insurance and Club Membership fees at actuals, subject to a cap of 5% of basic salary.
- (iv) Contribution to Provident Fund, Superannuation Fund or Annuity Fund and Gratuity Fund as per the Rules of the Company.
- (v) The Managing Director & CEO shall be entitled to leave in accordance with the Rules of the Company. Privilege Leave earned but not availed by the Managing Director & CEO is in encashable in accordance with the Rule of the Company.

- C. Commission: Such remuneration by way of commission, in addition to the salary and perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of the Company at the end of each financial year, subject to the overall ceilings stipulated in Section 197 of the Companies Act, 2013 or any modification(s) or enactment(s) thereof. The specific amount payable to the Managing Director & CEO will be based on performance as evaluated by the Board or the Committee thereof duly authorized in this behalf and will be payable annually after the Annual Financial Statements have been adopted by the Board.
- D. Incentive remuneration: In cases where the net profits of the Company are inadequate for payment of profit-linked commission in any financial year, incentive remuneration may be paid upto an amount not exceeding 200% of Basic Salary paid at the discretion of the Board. This incentive remuneration would be payable subject to the achievement of certain performance criteria and such other parameters as may be considered appropriate from time to time by the board.

An indicative list of factors that may be considered for determining the extent of commission/ incentive remuneration, by the Board which will be payable annually after the Annual Accounts have been approved, are:

- i. Company performance on certain defined qualitative and quantitative parameters, as may be decided by the Board from time to time.
 - ii. Industry benchmarks of remuneration.
 - iii. Performance of the individual.
- E. Minimum Remuneration: Notwithstanding anything to the contrary herein contained, where in any financial year, during the currency of the tenure of the Managing Director & CEO, the Company has no profits or its profits are inadequate, the Company will pay to the Managing Director & CEO remuneration by way of Salary, Benefits, Perquisites and Allowances and Incentive Remuneration as specified above.
- F. Insurance: The Company will take an appropriate Directors' and Officers' Liability Insurance Policy and pay the premiums for the same. It is intended to maintain such insurance cover for the entire period of appointment, subject to the terms of such policy in force from time to time.

5. Variation

The terms and conditions of the appointment of the Managing Director & CEO and/ or this Agreement may be altered and varied from time to time by the Board as it may, in its discretion deem fit, irrespective of the limits stipulated under Schedule V to the Act or any amendments made hereafter in this regard in such manner as may be agreed to between the Board and the Managing Director & CEO, subject to such approvals as may be required.

6. Intellectual Property

- 6.1 The Parties acknowledge that the Managing Director & CEO may make, discover or

create Intellectual Property (IP) in the course of his employment and agree that in this respect the Managing Director & CEO has a special obligation to protect such IP and use it to further the interests of the Company, or any of its associated companies or subsidiaries.

- 6.2 Subject to the provisions of the laws relating to intellectual property for the time being in force in India, if at any time during his employment, the Managing Director & CEO makes or discovers or participates in the making or discovery of any IP relating to or capable of being used in the business for the time being carried on by the Company or any of its subsidiaries or associated companies, full details of the Intellectual Property shall immediately be communicated by him to the Company and such IP shall be the absolute property of the Company. At the request and expense of the Company, the Managing Director & CEO shall give and supply all such information, data, drawings and assistance as may be required to enable the Company to exploit the IP to its best advantage and the Managing Director & CEO shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.
- 6.3 The Managing Director & CEO hereby irrevocably appoints the Company as his attorney in his name and on his behalf to sign or execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company or its nominee the full advantage of the provisions of this clause 6 and if in favour of any third Party, a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.
- 6.4 If the IP is not the property of the Company, the Company shall, subject to the provisions of the applicable laws for the time being in force, have the right to acquire for itself or its nominee, the Managing Director & CEO's rights in the IP within 3 months after disclosure pursuant to clause 6.2 above on fair and reasonable terms.
- 6.5 The rights and obligations under this clause shall continue in force after termination of the Agreement in respect of IP relating to the period of the Managing Director & CEO's employment under the Agreement and shall be binding upon his heirs and legal representatives.

7. Confidentiality

- 7.1 The Managing Director & CEO is aware that in the course of his employment he will have access to and be entrusted with information in respect of the business and finances of the Company including intellectual property, processes and product specifications, etc. and relating to its dealings, transactions and affairs and likewise in relation to its subsidiaries, associated companies, customers or clients all of which information is or may be of a confidential nature.
- 7.2 The Managing Director & CEO shall not except in the proper course of performance of his duties during or at any time after the period of his employment or as may be required by law divulge to any person whatever or otherwise make use of and shall use his best endeavours to prevent the publication or disclosure of any Confidential Information of the Company or any of its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers.

- 7.3 All notes, memoranda, documents and Confidential Information concerning the business of the Company and its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by the Managing Director & CEO during the course of his employment shall be the property of the Company and shall be surrendered by the Managing Director & CEO to the Company upon the termination of his employment or at the request of the Board at any time during the course of his employment.

8. Non-Compete

The Managing Director & CEO will not during the continuance of his employment with the Company and after termination of his employment under his Agreement, without the prior written consent of the Board, carry on or be engaged, directly or indirectly, either on his own behalf or on behalf of any person, or as manager, agent, consultant or employee of any person, firm or company, in any activity or business, in India or overseas, which shall directly or indirectly be in competition with the business of the Company or its holding company or any other major Tata Company.

The Managing Director & CEO may take up an activity after retirement only after giving adequate prior written notice to the Company in order for the Board to satisfy itself that the “Non-Compete” clause will not be violated.

The Board of Directors of the Company will, in its entire discretion, decide whether the “Non-Compete” clause has been violated or not. If in its discretion, the Board decides that this clause has been violated, then all ongoing benefits available to the Managing Director & CEO would be withdrawn.

9. Selling Agency

The Managing Director & CEO, so long as he functions as such, undertakes not to become interested or otherwise concerned, directly or through his spouse and / or children, in any selling agency of the Company.

10. Tata Code of Conduct

The provisions of the Tata Code of Conduct shall be deemed to have been incorporated into this Agreement by reference. The Managing Director & CEO shall during his term, abide by the provisions of the Tata Code of Conduct in spirit and in letter and commit to assure its implementation.

11. Personnel Policies

All Personnel Policies of the Company and the related Rules which are applicable to other employees of the Company shall also be applicable to the Managing Director & CEO, unless specifically provided otherwise.

12. Summary termination of employment

The employment of the Managing Director & CEO may be terminated by the Company without notice or payment in lieu of notice:

- a. if the Managing Director & CEO is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company to which he is required by the Agreement to render services; or

- b. in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the Managing Director & CEO of any of the stipulation contained in the Agreement; or
- c. in the event the Board expresses its loss of confidence in the Managing Director & CEO.

13. Termination due to physical / mental incapacity

In the event the Managing Director & CEO is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate his contract on such terms as the Board may consider appropriate in the circumstances.

14. Resignation from directorships

Upon the termination by whatever means of his employment under the Agreement:

- a. the Managing Director & CEO shall immediately cease to hold offices held by him in any holding company, subsidiaries or associate companies without claim for compensation for loss of office by virtue of Section 167(1)(h) of the Act and shall resign as trustee of any trusts connected with Company.
- b. the Managing Director & CEO shall not without the consent of the Board at any time thereafter represent himself as connected with the Company or any of its subsidiaries and associated companies.

15. Agreement co-terminus with employment / directorship

If and when this Agreement expires or is terminated for any reason whatsoever, Mr. Sanjiv Lal will cease to be the Managing Director & CEO and also cease to be a Director of the Company. If at any time, the Managing Director & CEO ceases to be a Director of the Company for any reason whatsoever, he shall cease to be the Managing Director & CEO and this Agreement shall forthwith terminate. If at any time, the Managing Director & CEO ceases to be in the employment of the Company for any reason whatsoever, he shall cease to be a Director and Managing Director & CEO of the Company.

16. Other Directorships

The Managing Director & CEO covenants with the Company that he will not during the continuance of his employment with the Company accept any other directorships in any company or body corporate without the prior written consent of the Board.

17. Non-Solicitation

The Managing Director & CEO covenants with the Company that he will not for a period of 1 year immediately following the termination of his employment under this Agreement, without the prior written consent of the Board endeavour or entice away from the Company any employee in Grade B, C and direct reportees who has at any time during the 1 (one) year immediately preceding such termination been employed or engaged by the Company or any subsidiaries or associated companies at any time during the 1 (one) year immediately preceding termination.

18. Notices

Notices may be given by either Party by letter addressed to the other Party at, in the case of the Company, its registered office for the time being and in the case of the Managing Director & CEO his last known address and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted by hand or by electronic mail.

19. Miscellaneous**19.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of India.

19.2 Jurisdiction

The Parties have agreed to the exclusive jurisdiction of the Indian courts.

19.3 Entire Agreement

This Agreement contains the entire understanding between the Parties and supersedes all previous written or oral agreements, arrangements, representations and understandings (if any) relating to the subject matter hereof. The Parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated in this Agreement. Neither oral explanation nor oral information given by any Party shall alter or affect the interpretation of this Agreement.

19.4 Waiver

A waiver by either Party of a breach of the provision(s) of this Agreement shall not constitute a general waiver, or prejudice the other Party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

19.5 Severability

Each term, condition, covenant or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to operate.

19.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first above written.

[

The Common Seal of Rallis India Limited was hereunto affixed in the presence of Mr. Bhaskar Bhat, Chairman

Mr. Yashaswin Sheth, Company Secretary

Witnesses:

SIGNED, SEALED AND DELIVERED
by the said Mr. Sanjiv Lal

In the presence of:

Witness: Mr. Ashish Mehta

APPENDIX XLV**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH****C. P. (CAA) No. 3108 of 2019****In****C. A. (CAA) No. 1314 of 2019**

In the matter of the Companies Act, 2013; and in the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, and Amalgamation) Rules, 2016; and in the matter of Scheme of Merger by Absorption of Metahelix Life Sciences Limited (Transferor Company) with Rallis India Limited and their respective shareholders.

Rallis India Limited
(CIN L36992MH1948PLC014083)

...Petitioner / Transferee Company

Order Delivered on 20th December, 2019

CORAM:

Hon'ble Shri Bhaskara Pantula Mohan, Member (Judicial) Hon'ble
Shri Shyam Babu Gautam, Member (Technical)

For the Petitioner Company:

Mr. Hemant Sethi, i/b Hemant Sethi & Co.,
Advocate for the Petitioner Company.

For Regional Director: Ms. Rupa Sutar, Deputy Director

Per Shri Bhaskara Pantula Mohan, Member (Judicial)

ORDER

1. The sanction of this Tribunal is sought under Sections 230 to 232 of the Companies Act, 2013, to the Scheme of Merger by Absorption of Metahelix Life Sciences Limited with Rallis India Limited and their respective shareholders ("the scheme").
2. The said Scheme was approved by the board of the Petitioner Company in their meeting held on 17th January 2019. The Board of Directors of the Petitioner Company has approached the Tribunal for sanction of the Scheme.
3. The Petitioner Company is engaged primarily in the business of manufacture and marketing of Agri Inputs comprising crop protection products, plant growth nutrients and seeds and provides agri-solutions. The Petitioner Company has its manufacturing facilities in India and sells both in India and across the globe.

4. The Rational for Scheme —
 - i. Metahelix Life Sciences Limited and Rallis India Limited are engaged in complementary businesses and combining the businesses will result in enhancing shareholder value and leveraging on synergies in doing business. Accordingly, post complete acquisition, the intent of combination of business of both entities is being taken forward;
 - ii. Reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by Metahelix Life Sciences Limited;
 - iii. Rationalizing costs by simplification of management structure leading to better administration and cost savings;
 - iv. This would enable a common governance structure and ensure effective management of compliances;
 - v. Common support functions (eg: finance, secretarial, IT & HR, Admin, and Procurement etc.) could be integrated leading to cost savings and increase resource productivity;
 - vi. Rationalizing the group structure by way of reduction in the number of group entities;
5. The Authorised share capital of the Petitioner Company as on 31st March 2019 is 2,000,000,000/- comprising of 500,000,000 Equity Shares of 1/- each and 150,000,000 Preference Shares of Rs. 10 each.
6. The Issued share capital of the Petitioner Company as on 31st March 2019 is 194,470,890/- comprising of 194,470,890 Equity Shares of Re. 1 each. The Subscribed and Paid-up Capital is ₹ 194,468,890/- comprising of 194,468,890 Equity Shares of Re. 1 each and forfeited Shares is ₹ 2,000/- comprising of 2,000 Equity Shares of Re. 1.
7. The Transferor Company is a wholly owned subsidiary of the Petitioner/Transferee Company. Upon the Scheme coming into effect, all the shares of the Transferor Company held by the Petitioner/Transferee Company (either directly or through nominees) shall stand cancelled without any further application, act or deed. Thus, no new shares shall be issued or no payment/ consideration shall be made whatsoever by the Petitioner/Transferee Company in lieu of cancellation of such shares of the Transferor Company.
8. The Regional Director has filed his report dated 20th November, 2019 stating therein that, save and except as stated below, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph IV of the said Report, it is 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) etc.;*
- (b) *As per Part I, Clause -1(1.3 85 1.6) Definitions and Clause 2 date of Taking Effect and Operative Date of the Scheme 'Appointed Date' means the 1st day of April, 2019 or such other date as may be fixed or approved by the Hon'ble NCLT or any other appropriate authority.*

'Effective Date' means the last of the following dates, namely:

- a) *That on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 20(a) shall be obtained or passed; or*
- b) *That on which all necessary certified copies of orders under the applicable section(s) of the Act shall be duly filed with the Registrar of Companies or*
- c) *The Appointed Date;*

The Scheme set out herein in its present form with or without any modification (s) approved or imposed or directly by the Tribunal or made as per the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

Any references in the Scheme to 'upon the Scheme becoming effective' or 'effectiveness of the Scheme' shall mean the Effective Date.

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 requirements and clarified vide circular no. F. No. 7/12/2019/CL-1 dated 21.08.2019 issued by the Ministry of Corporate Affairs.

- (c) *As regards Part -II- Section 4 Clause - 13 to 15 of the Scheme (Increase in the Authorised Share Capital of Transferee Company), Clause 13 of the Scheme provides for Increase in Authorised Share Capital of Transferee Company by the aggregate authorised share capital of the Transferor Company. Further, Clause 14 of the Scheme states that, the effect to Clause 13 should be given after considering the combination of Authorised Share Capital of another merger i.e. merger of Zero Waste Agro-Organics Limited, a wholly owned subsidiary of the Transferee Company with the Transferee Company, which is pending with the NCLT, Mumbai for approval.*

Herein, we instruct the Transferee Company, to consider the increase in authorised share capital pursuant to earlier merger i.e. merger of Zero Waste Agro-Organics Limited, a wholly owned subsidiary of the Transferee Company with the Transferee Company as a

separate entry and such increase in authorised share capital of the Transferee Company shall be allowed only after the approval of the said Scheme by the Tribunal.

Further, the approval of the present Scheme i.e. Merger by Absorption of Metabelix Life Sciences Limited with Rallis India Limited, will give liberty to the Transferee Company only to the extent to give effect of the increase in Authorised Share Capital of the Transferor Company with the Transferee Company as mentioned in Clause 13 of the Scheme. However, if the earlier Scheme is approved by the Tribunal before this Scheme of Merger is approved, then the Transferee Company has the liberty to consider both the combination of Authorised Share Capital as mentioned in Clause 14 and can claim combination of Authorised Share Capital for both the Scheme. Thus, accordingly, the Transferee Company will be allowed to amend their Memorandum of Association and Article of Association only to the effect as per the approval of Scheme of Merger.

Further, it is submitted that of the fees if any payable by Transferee Company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013.

- (d) *The Registered Office of Metabelix Life Sciences Limited, the Transferor Company is situated in Bangalore, Karnataka is outside the jurisdiction of this Hon'ble Tribunal and falls within the jurisdiction of Hon'ble NCLT, at Bengaluru Bench. Accordingly, similar approval be obtained by the Transferor Company from Hon'ble NCLT, at Bengaluru Bench.*
- (e) *As per Description of the Companies-A- of the scheme, the Transferee Company is listed on BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE") and the provisions of section 230(5) of the Companies Act, 2013 r/w rule 8 of The Companies (Compromise, Arrangement and Amalgamation) Rules, 2016 Hon'ble NCLT may issue notice to other sectoral regulators or authorities (The Securities and Exchange Board of India, Bombay Stock Exchange Limited) and National Stock Exchange of India and / or pass appropriate order/ orders as deem fit.*
- (f) *In view of the observation raised by the ROC Mumbai, mentioned at para 32 above it is submitted that Hon'ble bench to kindly pass appropriate order or orders as deem fit and proper.*
- (g) *Hon'ble NCLT may kindly direct to the Petitioners to file an Affidavit to the extent that the Scheme enclosed to the Company Application & Company Petition, are one & same and there is no discrepancy/ any change/ changes are made, for changes if any, liberty be given to the Central Government to file further report if any required;*
- (h) *The Petitioners 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).*

9. In response to the above observations made by the Regional Director in his report, the Petitioner Company has filed a rejoinder vide an Affidavit with the office of Regional Director on 10th December 2019 with clarification and undertaking as mentioned under:

a) As far as observations made in paragraph IV (a) of the Report of Regional Director is concerned, the Transferee Company undertakes that in addition to compliance of AS-14 (IND AS-103), to the extent applicable; 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) etc.

b) As far as the observations made in paragraph IV (b) of the Report of Regional Director is concerned, the Transferee Company confirms that as per Clause 1.3 of the Scheme, "Appointed Date" means 1st day of April, 2019. Further, Clause 2 the Scheme specifies that the Scheme set out herein in its present form with or without any modification(s) approved or imposed or directly by the Tribunal or made as per the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date. In this regard, it is submitted that, in terms of provisions of section 232(6) of the Companies Act, 2013, the Scheme shall be deemed to be effective from 1st April 2019 i.e. the Appointed Date.

Accordingly, the Petitioner Company will be in compliance with the requirement and clarification vide circular no F.No.7/12/2019/CL-1 dated 21.08.2019 issued by the Ministry of Corporate Affairs.

c) As far as observations made in paragraph IV (c) of the Report of Regional Director is concerned, the Transferee Company states that the Company will comply with Clause 13 and/or Clause 14 to give effect to increase in Authorised Share Capital of the Transferee Company only after considering the approval of this Scheme and/or both Schemes as per the approval.

Thus, the Transferee Company undertakes to amend their Clause 5 of Memorandum of Association and Clause 3 of Article of Association only to the effect as per the approval of the Scheme of Merger by the Tribunal.

Further, the Petitioner Company states that, the Transferee Company will be eligible for set-off of fees on the Authorised Share Capital paid by the Transferor Company, if any; thus complying with the provisions of Section 232(3)(i) of the Companies Act, 2013.

d) As far as observations made in paragraph IV (d) of the Report of Regional Director is concerned, the Petitioner Company states that the Metahelix Life Sciences Limited (the Transferor Company) has filed a similar Company

Petition with the Hon'ble NCLT, at Bengaluru Bench and the Scheme was approved by the Bengaluru Bench on 11th November 2019.

- e) As far as observations made in paragraph IV (e) of the Report of Regional Director is concerned, the Petitioner Company states that the Company has served notice to all the concerned authorities namely — Income Tax Authority whose jurisdiction the Applicant Companies' assessments are made (Pan No. AABCR2657N); The Central Government; Registrar of Companies, Mumbai; The Securities and Exchange Board of India; BSE; NSE; and RBI. Further, the Petitioner Company has filed an Affidavit of Service proving service of notices, with the NCLT on 14th August 2019.
 - f) As far as paragraph IV (f) of the Report of Regional Director with respect to the observation made by the ROC Mumbai as mentioned in Para 13, is concerned, the Petitioner Company states that the Petitioner Company has filed e-form MGT-14 on 11th February 2019 vide SRN:H44552693.
 - g) As far as observations made in paragraph IV (g) of the Report of Regional Director is concerned, the Petitioner Company confirms and undertakes that the Scheme enclosed to the Company Application and Company Petition are one and the same and there is no discrepancy or deviation.
 - h) As far as observations made in paragraph IV (h) of the Report of Regional Director is concerned, the Petitioner Company states that they have served notices to concerned authorities as mentioned in paragraph 3(e) above. Further, the Petitioner Company states that the approval of the Scheme by this Hon'ble Tribunal will not deter such authorities to deal with any of the issues arising after giving effect to the Scheme. Any issues arising out of the Scheme of Merger will be met and answered in accordance with law.
10. The clarifications and undertakings given by the Petitioner Company to the observations made in the Report of the Regional Director are considered by this Bench and those are hereby accepted. Subsequently, this Bench hereby directs the Petitioner Company to comply with the provisions/ statements which the Petitioner Company undertakes herein.
11. 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.
12. Since all the requisite statutory compliances have been fulfilled, the Company Petition No. 3108 of 2019 and the Scheme filed along with it by the Petitioner Company on 22nd August 2019 is made absolute in terms of prayer clause (a) of Company Petition No 3108 of 2019.

IN THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

C.P. (CAA) No. 3108/230-232/MB/2019

13. The Petitioner Company is directed to file a copy of this Order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with E-Form INC-28, in addition to the physical copy within 30 days from the date of receipt of the Order from the Registry, duly certified by the Designated Registrar of the National Company Law Tribunal, Mumbai Bench.
14. The Petitioner Company to lodge a copy of this Order and the Scheme duly certified by the Designated Registrar of National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same, within 60 days from the date of receipt of the Order.
15. All authorities concerned, to act on a copy of this Order along with the Scheme duly certified by the Designated Registrar of National Company Law Tribunal, Mumbai Bench.
16. Any person interested in this Scheme, is at liberty to apply to the Tribunal in these matters for any directions or modification that may be necessary.
17. The Scheme is sanctioned and the appointed date of the Scheme is fixed as 1st April, 2019.
18. Ordered accordingly.

Sd/-
SHYAM BABU GAUTAM
 MEMBER (TECHNICAL)
 Date of Application 20/12/19
 Number of Pages 9
 Fee Paid Rs. 45
 Applicant called for collection copy on 10/01/2020
 Copy prepared on 10/01/2020
 Copy Issued on 10/01/2020



Assistant Registrar
 National Company Law Tribunal, Mumbai Bench

Sd/-
BHASKARA PANTULA MOHAN
 MEMBER (JUDICIAL)



SCHEME OF MERGER BY ABSORPTION**METAHELIX LIFE SCIENCES LIMITED.... Transferor Company****AND****RALLIS INDIA LIMITED.... The Transferee Company****AND****THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013 READ WITH COMPANIES (COMPROMISES,
ARRANGEMENTS AND AMALGAMATION) RULES, 2016

This Scheme of Merger by Absorption (the Scheme) is presented under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act 2013 read with Companies (Compromises, Arrangements And Amalgamation) Rules, 2016 (including any statutory modification or re-enactment or amendment thereof) for merger by absorption of Metahelix Life Sciences Limited with Rallis India Limited.

A. Description of the Companies:**Transferor Company**

Metahelix Life Sciences Limited is an unlisted public limited company incorporated under the Companies Act, 1956 with its registered office at Plot No 3, KIADB 4th Phase, Bommasandra Industrial Estate Bangalore - 560099, Karnataka India (“**Transferor Company**” or “**Metahelix**”) [CIN : U73100KA2000PLC028246]. Metahelix is into agricultural operations focusing on developing traits and technologies for crop protection & improved productivity and cultivation, production, processing and manufacturing, marketing and sales of Seeds. The Transferor Company is a wholly owned subsidiary of the Transferee Company. A controlling stake in Metahelix was acquired in December 2010 and balance stake was acquired by March 2016.

Transferee Company

Rallis India Limited is a listed public limited company incorporated under the Indian Companies Act, 1913 with its registered office at 156/ 157, 15th Floor, Nariman Bhavan, 227, Nariman Point, Mumbai - 400021, Maharashtra, India (“**Transferee Company**” or “**Rallis**”) [CIN : L36992MH1948PLC014083]. The Transferee Company is a subsidiary of Tata Chemicals Limited. It is engaged primarily in the business of manufacture and marketing of Agri Inputs. The Company has its manufacturing facilities in India and sells both in India and across the globe. The equity shares of the Transferee Company are listed on the BSE Limited (“BSE”) and the National Stock Exchange of India Limited (“NSE”).

B. Rationale of the Scheme:

- Metahelix Life Sciences Limited and Rallis India Limited are engaged in complementary businesses and combining the businesses will result in enhancing shareholder value and leveraging on synergies in doing business. Accordingly, post complete acquisition, the intent of combination of business of both entities is being taken forward;
- Reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by Metahelix Life Sciences Limited;
- Rationalizing costs by simplification of management structure leading to better administration and cost savings.
- This would enable a common governance structure and ensure effective management of compliances
- Common support functions (eg: finance, secretarial, IT & HR, Admin, and Procurement etc.) could be integrated leading to cost savings and increase resource productivity.
- Rationalizing the group structure by way of reduction in the number of group entities

C. Parts of the Scheme:

The Scheme of Merger by Absorption is divided into following three parts:

- (i) **Part I** – Deals with the definitions and share capital;
- (ii) **Part II**– Deals with Merger of Metahelix Life Sciences Limited with Rallis India Limited; and
- (iii) **Part III** – Deals with the dissolution of the Transferor Company and General Clauses, Terms and Conditions applicable to the Scheme.

PART I**DEFINITIONS, INTERPRETATION AND SHARE CAPITAL****1) Definitions and Interpretation**

In this Scheme, unless repugnant to the meaning or context thereof, (i) terms defined in the introductory paragraphs and recitals shall have the same meanings throughout this Scheme and (ii) the following words and expressions, wherever used (including in the recitals and the introductory paragraphs above), shall have the following meanings:

- 1.1. **‘Act’ or ‘the Act’** means the Companies Act, 2013 of India and Rules made thereunder.

- 1.2. **‘Applicable Law(s)’** means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions law enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- 1.3. **‘Appointed Date’** means the 1st day of April, 2019 or such other date as may be fixed or approved by the Hon’ble NCLT or any other appropriate authority.
- 1.4. **‘Appropriate Authority’** means any governmental, statutory, regulatory, departmental or public body or authority of India including Securities and Exchange Board of India, Reserve Bank of India, the Ministry of Corporate Affairs, Stock Exchanges, Registrar of Companies, the National Company Law Tribunal.
- 1.5. **“Board of Directors” or “Board”** in relation to the Transferor Company and the Transferee Company, as the case may be, means the board of directors of such company, and shall include a committee duly constituted and authorised or individuals authorized for the purposes of matters pertaining to the merger, this Scheme and/or any other matter relating thereto;
- 1.6. **‘Effective Date’** means the last of the following dates, namely:
 - a. That on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 20(a) shall be obtained or passed; or
 - b. That on which all necessary certified copies of orders under the applicable section(s) of the Act shall be duly filed with the Registrar of Companies or
 - c. The Appointed Date;
- 1.7. **“Encumbrance”** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of setoff, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same and the term “Encumbered” shall be construed accordingly;
- 1.8. **“Employees”** means all the permanent employees of the Transferor Company who are on the pay-roll of the Transferor Company as on the Effective Date;
- 1.9. **“Governmental Authority”** means (i) a national government, political subdivision thereof; (ii) an instrumentality, board, commission, court, or agency, whether civilian or military, of any of the above, however constituted; and (iii) a government-owned/ government-controlled association, organization in the Republic of India;

- 1.10. **‘Scheme’ or ‘the Scheme’ or ‘this Scheme’** means this Scheme of Merger by Absorption in its present form as submitted to the Tribunal with any modification(s) made under Clause 23 of the Scheme as approved or directed by the Tribunal or such other competent authority, as may be applicable.
- 1.11. **‘SEBI’** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 1.12. **‘SEBI Circular’** shall mean the circular issued by the SEBI, being Circular CFD/DIL3/CIR/2017/21 dated March 10, 2017 as amended by Circular CFD/DIL3/CIR/2018/2 dated January 3, 2018, and any amendments thereof.
- 1.13. **‘Stock Exchanges’** means the BSE Limited and National Stock Exchange of India Limited;
- 1.14. **‘Tribunal’** means the National Company Law Tribunal, Mumbai Bench and Bengaluru Bench as constituted and authorized as per the applicable provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Section 230 to 232 of the Companies Act, 2013, if applicable.
- 1.15. **“Undertaking”** means all the undertakings and entire business of the Transferor Company as a going concern, including, without limitation:
- a. All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) of the Transferor Company, whether situated in India or abroad, including, without limitation, all land, buildings and structures, offices, residential and other premises, capital work-in-progress, machines and equipment’s, furniture, fixtures, office equipment, computers, appliances, accessories, power lines, stocks, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash and bank accounts (including bank balances), contingent rights or benefits, deferred tax assets (including advance taxes, TDS receivable, tax refunds receivable), benefits of any deposits, earnest monies, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Company, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, tenancies in relation to the office and/or residential properties, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or

vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad;

- b. All permits, quotas, rights, entitlements, industrial and other licences, bids, tenders, letters of intent, expressions of interest, approvals, consents, subsidies, privileges, indirect tax benefits and credits, income tax benefits (including unabsorbed tax depreciation, accumulated tax business loss, book loss, book depreciation, unabsorbed R&D expenditure), Minimum alternate Tax credit (“MAT Credit”) entitlements if any, and exemptions in respect of the profits of the undertaking for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the benefit or exemption is available in law if the merger pursuant to this Scheme does not take place, all other rights including sales tax deferrals and exemptions and other benefits, receivables, and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Company;
- c. All debts, borrowings, obligations, duties and liabilities, both present and future (including deferred tax liabilities, contingent liabilities and the Liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in Rupees or foreign currency, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Transferor Company; and
- d. All trade and service names and marks, patents, copyrights, designs, goodwill which includes the positive reputation that the Transferor Company was enjoying to retain its clients, statutory licenses, infrastructural advantages, overall increase in market share, customer base, skilled employees, business claims, business information, business contracts, trade style and name, marketing and distribution channels, marketing or other commercial rights, customer relationship, trade secrets, information on consumption pattern or habits of the consumers in the territory, technical know-how and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company.

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 any statutory modification or re-enactment thereof for the time being in force.

References to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme.

The headings herein shall not affect the construction of this Scheme.

Unless the context otherwise requires:

- i. The singular shall include the plural and vice versa, and references to one gender include all genders.
- ii. References to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).
- iii. Reference to any law or to any provision thereof or to any rule or regulation promulgated thereunder includes a reference to such law, provision, rule or regulation as it may, from time to time, be amended, supplemented or re-enacted, or to any law, provision, rule or regulation that replaces it.

2) DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form with or without any modification(s) approved or imposed or directed by the Tribunal or made as per the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

Any references in the Scheme to 'upon the Scheme becoming effective' or 'effectiveness of the Scheme' shall mean the Effective Date.

3) SHARE CAPITAL

3.1. The share capital of Transferor Company as at December 31, 2018 is as under:

Particulars	Amount (Rupees)
Authorized Capital	
28,812,800 shares of Rs 10 each	288,128,000
Total	288,128,000
Issued Capital	
107,502 shares of Rs 10 each	1,075,020
Subscribed and Paid – up Capital	
107,502 shares of Rs 10 each	1,075,020
Total	1,075,020

The equity shares of the Transferor Company are not listed on the Stock Exchanges.

Subsequent to December 31, 2018 and up to the date of approval of this Scheme by the Board of Transferor Company, there has been no change in the Authorised Share Capital, issued, subscribed and paid-up of Transferor Company.

There are no existing commitments, obligations or arrangements by the Transferor Company as on the date of sanction of this Scheme by the Board of Directors to issue any further shares or convertible securities.

3.2. The share capital of Transferee Company as at December 31, 2018 is as under:

Particulars	Amount (Rupees)
Authorized Capital	
500,000,000 Equity Shares of Re. 1 each	500,000,000
150,000,000 Preference Shares of Rs. 10 each	1,500,000,000
Total	2,000,000,000
Issued Capital	
194,470,890 Equity Shares of Re. 1 each	194,470,890
Subscribed and Paid – up Capital	
194,468,890 Equity Shares of Re. 1 each	194,468,890
Forfeited	
2,000 Equity Shares of Re. 1 each	2,000
Total	194,470,890

The equity shares of the Transferee Company are listed on BSE and NSE. Subsequent to December 31, 2018 and up to the date of approval of this Scheme by the Board of the Transferee Company, there has been no change in the Authorised Share Capital, issued, subscribed and paid-up share capital of the Transferee Company.

There are no existing commitments, obligations or arrangements by the Transferee Company as on the date of approval of this Scheme by the Board of Directors to issue any further shares or convertible securities.

PART II

MERGER OF METAHELIX LIFE SCIENCES LIMITED WITH RALLIS INDIA LIMITED

Section 1 – Transfer and vesting

- 4) Upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the sanction of this Scheme by the Tribunal and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, the Undertaking of the Transferor Company shall be and stand vested in or be deemed to have been vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.

5) Vesting of Assets

- a. Without prejudice to the generality of Clause 4 above, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances comprised in the Undertaking of whatsoever nature and where so ever situate shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the estate, assets, properties, rights, claims, title, interest and authorities of the Transferee Company.
- b. Without limitation, all the immovable properties (whether freehold or leasehold or licensed or otherwise and all documents of title, rights and easements in relation thereto), together with the buildings and structures standing thereon and rights and interests in immovable properties of the Transferor Companies including floor space index, transferable development rights shall be and stand transferred to and be vested in or be deemed to have been transferred to and be vested in the Transferee Company, as a going concern, without any further act, instrument or deed matter or thing to be made, done or executed Without prejudice to the aforesaid, the Transferee Company shall be entitled to and exercise all rights and privileges attached to the immovable properties and shall be liable to pay ground rent, taxes and to fulfill all obligations in relation to or applicable to such immovable properties. The Transferee Company shall under the provisions of Scheme be deemed to be authorized to execute, if required such instruments, deeds and writing on behalf of the Transferor Companies and to implement or carry out all such formalities or compliances to give effect to the provisions of this Scheme. Furthermore, no duty (including stamp duty), levy, cess of any nature will be payable by the Transferee Company at the time of transfer of the encumbrance, charge and/or right covered above with respect to the immovable property. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities upon the Scheme becoming effective, in accordance with the terms hereof, in favor of the Transferee Company. Any inchoate title or possessory title of the Transferor Companies shall be deemed to be the title of the Transferee Company; It is clarified for the removal of doubt that the Transferee Company shall be entitled to execute such deeds, agreements, conveyance and/or documents as may be required to ensure mutation of the title to the immovable properties in favour of the Transferee Company by the appropriate authorities upon the Scheme becoming effective.
- c. Without prejudice to the provisions of Clause 5(a) and (b) above, in respect of such of the assets and properties of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of vesting or transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand so transferred or vested by the Transferor Company upon the coming

into effect of this Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act, without requiring any deed or instrument of conveyance for transfer or vesting of the same.

- d. In respect of such of the assets and properties belonging to the Transferor Company (other than those referred to in Clause (b) above) including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any government, quasi government, local or other authority or body or with any company or other person, the same shall stand transferred to and vested in the Transferee Company and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- e. All assets, rights, title, interest, investments and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest, investments and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- f. All the profits or income taxes (including advance tax, tax deducted at source, Foreign Tax Credits and MAT credit), indirect tax credits or any costs, charges, expenditure accruing to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company shall for all purpose be treated and be deemed to be and accrue as the profits, taxes (namely Advance tax, Tax deducted at source & Foreign Tax Credits), tax losses, MAT Credit, income costs, charges, expenditure or losses of Transferee Company, as the case may be upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- g. All the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions, goodwill and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company,

whether on, before or after the Appointed Date (whether recorded in books of accounts or not), including tax benefits and exemptions, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions, goodwill and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.

6) Contracts, Deeds etc.

- a. Upon the coming into effect of this Scheme with effect from the Appointed Date, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance, letters of Intent, undertaking, policies and other instruments of whatsoever nature, to which the Transferor Company is a party or to the benefit of which Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company concerned, the Transferee Company had been a party or beneficiary or oblige thereto or thereunder.
- b. Without prejudice to the other provisions of this Scheme and notwithstanding that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, after the Effective Date, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.
- c. Without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme and with effect from the Appointed Date, all consents, permissions, licences, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and

duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

7) Transfer and Vesting of Liabilities

- a. Upon the coming into effect of this Scheme and with effect from the Appointed Date all debts and liabilities of the Transferor Company including all secured and unsecured debts (in whatsoever currency), liabilities (including contingent liabilities), duties and obligations of the Transferor Company of every kind, nature and description whatsoever whether present or future, and howsoever arising, along with any charge, encumbrance, lien or security thereon (herein referred to as the “Liabilities”) shall, pursuant to the sanction of this Scheme by the Tribunal and under the provisions of Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause 7.
- b. Where any such debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged by such Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- c. All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Company on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme with effect from Appointed Date and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- d. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time from the Appointed Date to the Effective Date become due between the Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on

any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

8) Encumbrances

- a. The transfer and vesting of the assets comprised in the Undertaking to the Transferee Company under Clause 4, Clause 5 and Clause 6 of this Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- b. All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date, provided that if any of the assets of the Transferor Company have not been Encumbered, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- c. The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the Liabilities of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.
- d. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to the Transferor Company and their respective assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- e. Upon the coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.
- f. It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.

- g. The provisions of this Clause 8 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

9) Employees of Transferor Company

- a. Upon the coming into effect of this Scheme and with effect from Appointed Date, all Employees of the Transferor Company shall, become the employees of the Transferee Company, on same terms and conditions and shall not be less favorable than those on which they are engaged by the Transferor Company and without any interruption of or break in service as a result of the merger of the Transferor Company with the Transferee Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such Employees with the Transferor Company and such benefits to which the Employees are entitled in the Transferor Company shall also be taken into account, and paid (as and when payable) by the Transferee Company.
- b. It is clarified that save as expressly provided for in this Scheme, the Employees who become the employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits (including employee stock options) that may be applicable and available to any of the other employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company), unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into or deemed to have been entered into by the Transferor Company with any employee of the Transferor Company.
- c. Insofar as the provident fund, gratuity fund, superannuation fund, retirement fund and any other funds or benefits created by the Transferor Company for its Employees or to which the Transferor Company is contributing for the benefit of its Employees (collectively referred to as the "Funds") are concerned, the Funds or such part thereof as relates to the Employees (including the aggregate of all the contributions made to such Funds for the benefit of the Employees, accretions thereto and the investments made by the Funds in relation to the Employees) shall be transferred to the Transferee Company and shall be held for the benefit of the concerned Employees. In the event the Transferee Company has its own funds in respect of any of the employee benefits referred to above, the Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be merged with the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above or if deemed appropriate by the Transferee Company, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company creates

its own funds, at which time the Funds and the investments and contributions pertaining to the Employees shall be merged with the funds created by the Transferee Company.

- d. In relation to those Employees for whom the Transferor Company is making contributions to the government provident fund or other employee benefit fund, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Employees, such that all the rights, duties, powers and obligations of the Transferor Company as the case may be in relation to such schemes/ Funds shall become those of the Transferee Company.

10) Legal, Taxation and other Proceedings

- a. Upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company pending on the Effective Date shall be continued and/ or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against the Transferee Company.
- b. If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of 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 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 Company as if this Scheme had not been made.
- c. In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company, Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of Transferee Company.
- d. Without prejudice to the provisions of Clauses 4) to 10), with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra- party transactions for all purposes from the Appointed Date.

Section 2 – Conduct of Business

- 11)** From the date on which the Boards of Directors of the Transferor Company and the Transferee Company approve this Scheme until the Effective Date:

- a. the Transferor Company shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts and investments for and on account of, and in trust for, the Transferee Company;
- b. The Transferor Company shall carry on their business and activities with due business prudence and diligence and shall not, without prior written consent of the Transferee Company or pursuant to any preexisting obligation, sell transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with any part of its assets nor incur or accept or acknowledge any debt, obligation or liability except as is necessary in the ordinary course of business.
- c. all profits and income accruing or arising to the Transferor Company, and losses and expenditure arising or incurred by them (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company;
- d. any of the rights, powers, authorities or privileges exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company; and
- e. all taxes (including, without limitation, income tax, sales tax, service tax, VAT, excise duty, custom duty, Central Goods and Service Tax law (CGST), State Goods and Service Tax law (SGST) and Integrated Goods and Service Tax law (IGST) etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation, income tax, sales tax, service tax, VAT, excise duty, custom duty, CGST, SGST, IGST etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the Transferor Company with effect 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.
- f. Pending sanction of the Scheme, the Transferor Company shall not, except by way of issue of shares/convertible debentures to the Transferee Company, increase their capital (by fresh issue of shares, convertible debentures or otherwise).

Section 3 – Cancellation of share capital of Transferor Company

- 12) Upon the scheme coming into effect, all the shares of the Transferor Company held by the Transferee Company (either directly or through nominees) shall stand cancelled without any further application, act or deed. It is clarified that no new shares shall be issues or no payment/consideration shall be made whatsoever by the Transferee Company in lieu of cancellation of such shares of the Transferor Company.

Section 4 - Increase in Authorised Share Capital of Transferee Company

- 13) As a part of this Scheme, and, upon the coming into effect of this Scheme, the authorised share capital of the Transferee Company shall automatically stand increased, without any further act, instrument or deed on the part of the Transferee Company if any, including payment of stamp duty and fees payable to Registrar of Companies, by the aggregate authorised share capital of the Transferor Company.
- 14) Further, the capital clause 5 of the Memorandum of Association of the Transferee Company shall, as a part of and, upon the coming into effect of this Scheme and the Scheme involving merger of Zero Waste Agro-Organics Limited, a wholly owned subsidiary of the Transferee Company, with the Transferee Company which is filed with Mumbai NCLT and is pending for approval, and without any further act or deed, be replaced by the following clause :

MEMORANDUM OF ASSOCIATION

“The Authorised Share Capital of the Company is INR 2,288,878,000 (Rupees Two Hundred and Twenty Eight Crores Eighty Eight Lakhs Seventy Eight Thousand Only) divided into 500,000,000 (Fifty Crores) Equity Shares of INR 1 (Rupee one only) each, 28,887,800 (Two Crores Eighty Eight Lakhs Eighty Seven Thousand Eight Hundred) Equity Shares of INR 10 (Rupees ten only) each and 150,000,000 (Fifteen Crores) Preference Shares of INR 10 each.”

- 15) It is clarified that for the purposes of Clause 13 and 14 above, the stamp duties and fees (including registration fee) paid on the authorised share capital of the Transferor Company shall be utilized and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee (including registration fee) by the Transferee Company for increase in the authorised share capital to that extent. The Transferee Company shall file requisite forms as may be required with the concerned Registrar of Companies.

PART III**DISSOLUTION OF TRANSFEROR COMPANY, GENERAL****CLAUSES, TERMS AND CONDITIONS APPLICABLE TO THE SCHEME**

- 16) **Accounting and Tax Treatment**
- a. **Applicability of provisions of Income Tax Act**

- i. The provisions of this Scheme as they relate to the merger of Transferor Company with Transferee Company has been drawn up to comply with the conditions relating to 'amalgamation' as defined under Section 2(1B) of the (Indian) Income-tax Act, 1961 (hereinafter referred to as Income Tax Act). If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act. Such modification will, however, not affect the other parts of the Scheme.
- ii. Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act (including for minimum alternate tax purposes, carry forward and set-off of tax losses and tax benefits), service tax law, VAT laws, sales tax laws, excise duty laws, customs duty laws, CGST, SGST, IGST and other tax laws and to claim refunds and/or credits for taxes paid (including minimum alternate tax), and to claim tax benefits under the Income Tax Act and other tax laws (including STPI or SEZ benefits) etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme.

b. Accounting Treatment

Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in the books of accounts in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date.

c. Tax

- i. Upon the Scheme coming into effect, all taxes (direct and/or indirect)/ cess/ duties payable by or on behalf of the Transferor Company from the Appointed Date onwards including all or any refunds and claims, including refunds or claims pending with any Governmental Authority and including the right to claim credit for minimum alternate tax, set-off and carry forward of accumulated losses, unabsorbed tax depreciation, book losses, book depreciation, unabsorbed R&D expenditure, deferred revenue expenditure, deduction, rebate, allowance, amortization benefit, etc. under the Income Tax Act, 1961, or any other or like benefits under the said acts or under and in accordance with any law or act, whether in India or anywhere outside India and unutilized CENVAT credit, VAT credit, input tax credit

for CGST, SGST and IGST etc shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims, accumulated losses and unutilized CENVAT credits, VAT credit, CGST, SGST and IGST credits and rights to claim credit, tax benefits or refund etc of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns, wealth tax returns, sales tax returns, excise and CENVAT returns, service tax returns, other statutory returns, CGST returns, SGST returns, IGST returns and to claim refunds/ credits, pursuant to the provisions of this Scheme.

- ii. The Transferee Company shall also be permitted to claim refunds / credits in respect of any transaction between the Transferor Company and the Transferee Company. Without prejudice to the generality of Clause 16) c) i) above, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its tax returns, withholding tax return and related withholding tax certificates, including withholding tax certificates relating to transactions between the Transferor Company and the Transferee Company, and to claim refunds, tax credits, advance tax and withholding tax credits, benefit of credit for minimum alternate tax and carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.
- iii. The withholding tax/ advance tax/ minimum alternate tax, if any, paid by the Transferor Company under the Income Tax Act, 1961 or any other statute in respect of income of the Transferor Company assessable for the period commencing from the Appointed Date shall be deemed to be the tax deducted from/advance tax paid by the Transferee Company and credit for such withholding tax/ advance tax/minimum alternate tax shall be allowed to the Transferee Company notwithstanding that certificates or challans for withholding tax/advance tax are in the name of the Transferor Company and not in the name of the Transferee Company.
- iv. The service tax, VAT, excise duty, custom duty and sales tax under the pre – GST regime and in the GST regime, CGST, SGST and IGST paid by the Transferor Company under the Finance Act, 1994 and/ or Central Goods and Service Tax Act, Integrated Goods and Service Tax Act and Union Territory Goods and Service Tax Act in respect of services provided by the Transferor Company for the period commencing from the Appointed Date shall be deemed to be the service tax, CGST, SGST, IGST paid by the Transferee Company and credit for such service tax CGST, SGST, IGST shall be allowed to the Transferee Company notwithstanding that challans for service tax payments, CGST payment, SGST payment, IGST payment are in the name of the Transferor Company and not in the name of the Transferee Company.

17) Resolutions

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

Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 180 of the Act shall be deemed, without any further act or deed, to have been enhanced by the aggregate limits of the Transferor Company which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.

18) Savings of concluded transactions

- a. The transfer and vesting of undertaking under Clause 4 above and the continuance of proceedings by or against the Transferee Company under clause 10 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the 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 Company in respect thereto, as if done and executed on its behalf.

19) Dissolution of the Transferor Company

- a. Upon the coming into effect of this Scheme, the Transferor Company shall stand dissolved without winding-up without any further act or deed.
- b. Even after the Scheme becoming effective, the Transferee Company shall be entitled to operate all bank accounts relating to Transferor Company and realize all monies and complete and enforce all pending contracts and transactions in the name of Transferor Company insofar as may be necessary until the transfer and vesting of rights and obligations of the Transferor Company to the Transferee Company under this scheme is formally effected by the parties concerned.

20) Conditions Precedent

- a. The effectiveness of the Scheme is conditional upon and subject to:
 - i. The requisite sanction or approval of the Appropriate Authorities from India being obtained and/or granted in relation to any of the matters in respect of which such sanction or approval is required;

- ii. This Scheme being approved by the respective requisite majorities of the various classes of shareholders of the Transferor Company and the Transferee Company if required under the Act and the requisite orders of the Tribunal being obtained;
 - iii. The certified copy of the order of the Tribunal under Sections 230 to 232 and other applicable provisions of the Act sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai by the Transferee Company and with the Registrar of Companies, Karnataka at Bengaluru by Transferor Company;
 - iv. Such other approvals and sanctions as may be required by Applicable Law in respect of this Scheme being obtained.
- b. On the approval of this Scheme by the shareholders of the Transferor Company and the Transferee Company, if required, such shareholders shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the merger set out in this Scheme, related matters and this Scheme itself.

21) Effect of Non Receipt of Approvals/Sanctions

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the Appropriate Authority and / or the Order not being passed as aforesaid within such period or periods as may be agreed upon between the Transferor Company and the Transferee Company by their Board of Directors (and which the Board of Directors of the Transferor Company and Transferee Company are hereby empowered and authorized 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.

22) Applications

Transferor Company and the Transferee Company, if required shall, with all reasonable dispatch, make applications/ petitions to the Tribunal under Section 230 to 232 and other applicable provisions, of the Act, for sanctioning of this Scheme.

The Transferor Company shall take all necessary steps for sanctioning of this Scheme and for its dissolution without winding up, and apply for and obtain such other approvals, if any, required under the law.

23) Modifications or amendments to the Scheme

- a) The Transferor Company and the Transferee Company, through their

respective Board of Directors, may assent from time to time on behalf of all the persons concerned to any modifications or amendments or additions to this Scheme subject to approval of the Tribunal or to any conditions or limitations which the Tribunal and/or any other competent authorities, if any, under the law may deem fit and approve of or impose and which the Transferor Company and the Transferee Company may in their discretion deem fit and may resolve all doubts or difficulties that may arise for carrying out this Scheme and do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by their respective Boards of Directors, a Committee of the concerned Board or any Director, authorized in that behalf by the concerned Board of Directors (hereinafter referred to as the 'Delegate').

- b) For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Delegate of the Transferor Company or the Transferee Company may give and is hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties in the same manner as if the same were specifically incorporated in this Scheme.

24) Costs, Charges and Expenses

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

IN THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

C.P. (CAA) No. 3108/230-232/MB/2019

**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH**

C. P. (CAA) No.3108/230-232/MB/2019

In

C. A. (CAA) No. 1314/MB/2019

In the matter of the Companies Act, 2013; and in the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, and Amalgamation) Rules, 2016; and in the matter of Scheme of Merger by Absorption of Metahelix Life Sciences Limited (Transferor Company) with Rallis India Limited and their respective shareholders.

Rallis India Limited
(CIN L36992MH1948PLC014083)

...Petitioner / Transferee Company

Certified Copy of Order Dated 20th
December 2019 along with the Scheme
of Merger annexed to the Company
Petition.

COMPANY PETITION

HEMANT SETHI & CO.

1602 Nav Parmanu A Wing,
behind Amar Cinema, Chembur,
Mumbai 400071

SCHEME OF MERGER BY ABSORPTION**METAHELIX LIFE SCIENCES LIMITED.... Transferor Company****AND****RALLIS INDIA LIMITED.... The Transferee Company****AND****THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013 READ WITH COMPANIES (COMPROMISES,
ARRANGEMENTS AND AMALGAMATION) RULES, 2016

This Scheme of Merger by Absorption (the Scheme) is presented under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act 2013 read with Companies (Compromises, Arrangements And Amalgamation) Rules, 2016 (including any statutory modification or re-enactment or amendment thereof) for merger by absorption of Metahelix Life Sciences Limited with Rallis India Limited.

A. Description of the Companies:**Transferor Company**

Metahelix Life Sciences Limited is an unlisted public limited company incorporated under the Companies Act, 1956 with its registered office at Plot No 3, KIADB 4th Phase, Bommasandra Industrial Estate Bangalore - 560099, Karnataka India (“**Transferor Company**” or “**Metahelix**”) [CIN : U73100KA2000PLC028246]. Metahelix is into agricultural operations focusing on developing traits and technologies for crop protection & improved productivity and cultivation, production, processing and manufacturing, marketing and sales of Seeds. The Transferor Company is a wholly owned subsidiary of the Transferee Company. A controlling stake in Metahelix was acquired in December 2010 and balance stake was acquired by March 2016.

Transferee Company

Rallis India Limited is a listed public limited company incorporated under the Indian Companies Act, 1913 with its registered office at 156/ 157, 15th Floor, Nariman Bhavan, 227, Nariman Point, Mumbai - 400021, Maharashtra, India (“**Transferee Company**” or “**Rallis**”) [CIN : L36992MH1948PLC014083]. The Transferee Company is a subsidiary of Tata Chemicals Limited. It is engaged primarily in the business of manufacture and marketing of Agri Inputs. The Company has its manufacturing facilities in India and sells both in India and across the globe. The equity shares of the Transferee Company are listed on the BSE Limited (“BSE”) and the National Stock Exchange of India Limited (“NSE”).

B. Rationale of the Scheme:

- Metahelix Life Sciences Limited and Rallis India Limited are engaged in complementary businesses and combining the businesses will result in enhancing shareholder value and leveraging on synergies in doing business. Accordingly, post complete acquisition, the intent of combination of business of both entities is being taken forward;
- Reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by Metahelix Life Sciences Limited;
- Rationalizing costs by simplification of management structure leading to better administration and cost savings.
- This would enable a common governance structure and ensure effective management of compliances
- Common support functions (eg: finance, secretarial, IT & HR, Admin, and Procurement etc.) could be integrated leading to cost savings and increase resource productivity.
- Rationalizing the group structure by way of reduction in the number of group entities

C. Parts of the Scheme:

The Scheme of Merger by Absorption is divided into following three parts:

- (i) **Part I** – Deals with the definitions and share capital;
- (ii) **Part II** – Deals with Merger of Metahelix Life Sciences Limited with Rallis India Limited; and
- (iii) **Part III** – Deals with the dissolution of the Transferor Company and General Clauses, Terms and Conditions applicable to the Scheme.

PART I**DEFINITIONS, INTERPRETATION AND SHARE CAPITAL****1) Definitions and Interpretation**

In this Scheme, unless repugnant to the meaning or context thereof, (i) terms defined in the introductory paragraphs and recitals shall have the same meanings throughout this Scheme and (ii) the following words and expressions, wherever used (including in the recitals and the introductory paragraphs above), shall have the following meanings:

- 1.1. **‘Act’ or ‘the Act’** means the Companies Act, 2013 of India and Rules made thereunder.

- 1.2. **‘Applicable Law(s)’** means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions law enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- 1.3. **‘Appointed Date’** means the 1st day of April, 2019 or such other date as may be fixed or approved by the Hon’ble NCLT or any other appropriate authority.
- 1.4. **‘Appropriate Authority’** means any governmental, statutory, regulatory, departmental or public body or authority of India including Securities and Exchange Board of India, Reserve Bank of India, the Ministry of Corporate Affairs, Stock Exchanges, Registrar of Companies, the National Company Law Tribunal.
- 1.5. **“Board of Directors”** or **“Board”** in relation to the Transferor Company and the Transferee Company, as the case may be, means the board of directors of such company, and shall include a committee duly constituted and authorised or individuals authorized for the purposes of matters pertaining to the merger, this Scheme and/or any other matter relating thereto;
- 1.6. **‘Effective Date’** means the last of the following dates, namely:
 - a. That on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 20(a) shall be obtained or passed; or
 - b. That on which all necessary certified copies of orders under the applicable section(s) of the Act shall be duly filed with the Registrar of Companies or
 - c. The Appointed Date;
- 1.7. **“Encumbrance”** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of setoff, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same and the term “Encumbered” shall be construed accordingly;
- 1.8. **“Employees”** means all the permanent employees of the Transferor Company who are on the pay-roll of the Transferor Company as on the Effective Date;
- 1.9. **“Governmental Authority”** means (i) a national government, political subdivision thereof; (ii) an instrumentality, board, commission, court, or agency, whether civilian or military, of any of the above, however constituted; and (iii) a government-owned/ government-controlled association, organization in the Republic of India;

- 1.10. **‘Scheme’ or ‘the Scheme’ or ‘this Scheme’** means this Scheme of Merger by Absorption in its present form as submitted to the Tribunal with any modification(s) made under Clause 23 of the Scheme as approved or directed by the Tribunal or such other competent authority, as may be applicable.
- 1.11. **‘SEBI’** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 1.12. **‘SEBI Circular’** shall mean the circular issued by the SEBI, being Circular CFD/DIL3/CIR/2017/21 dated March 10, 2017 as amended by Circular CFD/DIL3/CIR/2018/2 dated January 3, 2018, and any amendments thereof.
- 1.13. **‘Stock Exchanges’** means the BSE Limited and National Stock Exchange of India Limited;
- 1.14. **‘Tribunal’** means the National Company Law Tribunal, Mumbai Bench and Bengaluru Bench as constituted and authorized as per the applicable provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Section 230 to 232 of the Companies Act, 2013, if applicable.
- 1.15. **“Undertaking”** means all the undertakings and entire business of the Transferor Company as a going concern, including, without limitation:
- a. All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) of the Transferor Company, whether situated in India or abroad, including, without limitation, all land, buildings and structures, offices, residential and other premises, capital work-in-progress, machines and equipment’s, furniture, fixtures, office equipment, computers, appliances, accessories, power lines, stocks, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash and bank accounts (including bank balances), contingent rights or benefits, deferred tax assets (including advance taxes, TDS receivable, tax refunds receivable), benefits of any deposits, earnest monies, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Company, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, tenancies in relation to the office and/or residential properties, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or

vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad;

- b. All permits, quotas, rights, entitlements, industrial and other licences, bids, tenders, letters of intent, expressions of interest, approvals, consents, subsidies, privileges, indirect tax benefits and credits, income tax benefits (including unabsorbed tax depreciation, accumulated tax business loss, book loss, book depreciation, unabsorbed R&D expenditure), Minimum alternate Tax credit (“MAT Credit”) entitlements if any, and exemptions in respect of the profits of the undertaking for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the benefit or exemption is available in law if the merger pursuant to this Scheme does not take place, all other rights including sales tax deferrals and exemptions and other benefits, receivables, and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Company;
- c. All debts, borrowings, obligations, duties and liabilities, both present and future (including deferred tax liabilities, contingent liabilities and the Liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in Rupees or foreign currency, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Transferor Company; and
- d. All trade and service names and marks, patents, copyrights, designs, goodwill which includes the positive reputation that the Transferor Company was enjoying to retain its clients, statutory licenses, infrastructural advantages, overall increase in market share, customer base, skilled employees, business claims, business information, business contracts, trade style and name, marketing and distribution channels, marketing or other commercial rights, customer relationship, trade secrets, information on consumption pattern or habits of the consumers in the territory, technical know-how and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company.

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 any statutory modification or re-enactment thereof for the time being in force.

References to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme.

The headings herein shall not affect the construction of this Scheme.

Unless the context otherwise requires:

- i. The singular shall include the plural and vice versa, and references to one gender include all genders.
- ii. References to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).
- iii. Reference to any law or to any provision thereof or to any rule or regulation promulgated thereunder includes a reference to such law, provision, rule or regulation as it may, from time to time, be amended, supplemented or re-enacted, or to any law, provision, rule or regulation that replaces it.

2) DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form with or without any modification(s) approved or imposed or directed by the Tribunal or made as per the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

Any references in the Scheme to 'upon the Scheme becoming effective' or 'effectiveness of the Scheme' shall mean the Effective Date.

3) SHARE CAPITAL

3.1. The share capital of Transferor Company as at December 31, 2018 is as under:

Particulars	Amount (Rupees)
Authorized Capital	
28,812,800 shares of Rs 10 each	288,128,000
Total	288,128,000
Issued Capital	
107,502 shares of Rs 10 each	1,075,020
Subscribed and Paid – up Capital	
107,502 shares of Rs 10 each	1,075,020
Total	1,075,020

The equity shares of the Transferor Company are not listed on the Stock Exchanges.

Subsequent to December 31, 2018 and up to the date of approval of this Scheme by the Board of Transferor Company, there has been no change in the Authorised Share Capital, issued, subscribed and paid-up of Transferor Company.

There are no existing commitments, obligations or arrangements by the Transferor Company as on the date of sanction of this Scheme by the Board of Directors to issue any further shares or convertible securities.

3.2. The share capital of Transferee Company as at December 31, 2018 is as under:

Particulars	Amount (Rupees)
Authorized Capital	
500,000,000 Equity Shares of Re. 1 each	500,000,000
150,000,000 Preference Shares of Rs. 10 each	1,500,000,000
Total	2,000,000,000
Issued Capital	
194,470,890 Equity Shares of Re. 1 each	194,470,890
Subscribed and Paid – up Capital	
194,468,890 Equity Shares of Re. 1 each	194,468,890
Forfeited	
2,000 Equity Shares of Re. 1 each	2,000
Total	194,470,890

The equity shares of the Transferee Company are listed on BSE and NSE. Subsequent to December 31, 2018 and up to the date of approval of this Scheme by the Board of the Transferee Company, there has been no change in the Authorised Share Capital, issued, subscribed and paid-up share capital of the Transferee Company.

There are no existing commitments, obligations or arrangements by the Transferee Company as on the date of approval of this Scheme by the Board of Directors to issue any further shares or convertible securities.

PART II

MERGER OF METAHELIX LIFE SCIENCES LIMITED WITH RALLIS INDIA LIMITED

Section 1 – Transfer and vesting

- 4) Upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the sanction of this Scheme by the Tribunal and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, the Undertaking of the Transferor Company shall be and stand vested in or be deemed to have been vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed

Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.

5) Vesting of Assets

- a. Without prejudice to the generality of Clause 4 above, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances comprised in the Undertaking of whatsoever nature and where so ever situate shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the estate, assets, properties, rights, claims, title, interest and authorities of the Transferee Company.
- b. Without limitation, all the immovable properties (whether freehold or leasehold or licensed or otherwise and all documents of title, rights and easements in relation thereto), together with the buildings and structures standing thereon and rights and interests in immovable properties of the Transferor Companies including floor space index, transferable development rights shall be and stand transferred to and be vested in or be deemed to have been transferred to and be vested in the Transferee Company, as a going concern, without any further act, instrument or deed matter or thing to be made, done or executed Without prejudice to the aforesaid, the Transferee Company shall be entitled to and exercise all rights and privileges attached to the immovable properties and shall be liable to pay ground rent, taxes and to fulfill all obligations in relation to or applicable to such immovable properties. The Transferee Company shall under the provisions of Scheme be deemed to be authorized to execute, if required such instruments, deeds and writing on behalf of the Transferor Companies and to implement or carry out all such formalities or compliances to give effect to the provisions of this Scheme. Furthermore, no duty (including stamp duty), levy, cess of any nature will be payable by the Transferee Company at the time of transfer of the encumbrance, charge and/or right covered above with respect to the immovable property. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities upon the Scheme becoming effective, in accordance with the terms hereof, in favor of the Transferee Company. Any inchoate title or possessory title of the Transferor Companies shall be deemed to be the title of the Transferee Company; It is clarified for the removal of doubt that the Transferee Company shall be entitled to execute such deeds, agreements, conveyance and/or documents as may be required to ensure mutation of the title to the immovable properties in favour of the Transferee Company by the appropriate authorities upon the Scheme becoming effective.
- c. Without prejudice to the provisions of Clause 5(a) and (b) above, in respect of such of the assets and properties of the Transferor Company as are movable in

nature or incorporeal property or are otherwise capable of vesting or transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand so transferred or vested by the Transferor Company upon the coming into effect of this Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act, without requiring any deed or instrument of conveyance for transfer or vesting of the same.

- d. In respect of such of the assets and properties belonging to the Transferor Company (other than those referred to in Clause (b) above) including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any government, quasi government, local or other authority or body or with any company or other person, the same shall stand transferred to and vested in the Transferee Company and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- e. All assets, rights, title, interest, investments and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest, investments and properties of the Transferee Company, and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- f. All the profits or income taxes (including advance tax, tax deducted at source, Foreign Tax Credits and MAT credit), indirect tax credits or any costs, charges, expenditure accruing to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company shall for all purpose be treated and be deemed to be and accrue as the profits, taxes (namely Advance tax, Tax deducted at source & Foreign Tax Credits), tax losses, MAT Credit, income costs, charges, expenditure or losses of Transferee Company, as the case may be upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
- g. All the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions, goodwill and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights,

liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether on, before or after the Appointed Date (whether recorded in books of accounts or not), including tax benefits and exemptions, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions, goodwill and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.

6) Contracts, Deeds etc.

- a. Upon the coming into effect of this Scheme with effect from the Appointed Date, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance, letters of Intent, undertaking, policies and other instruments of whatsoever nature, to which the Transferor Company is a party or to the benefit of which Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company concerned, the Transferee Company had been a party or beneficiary or oblige thereto or thereunder.
- b. Without prejudice to the other provisions of this Scheme and notwithstanding that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, after the Effective Date, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.
- c. Without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme and with effect from the Appointed Date, all consents, permissions, licences, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall

stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

7) Transfer and Vesting of Liabilities

- a. Upon the coming into effect of this Scheme and with effect from the Appointed Date all debts and liabilities of the Transferor Company including all secured and unsecured debts (in whatsoever currency), liabilities (including contingent liabilities), duties and obligations of the Transferor Company of every kind, nature and description whatsoever whether present or future, and howsoever arising, along with any charge, encumbrance, lien or security thereon (herein referred to as the “Liabilities”) shall, pursuant to the sanction of this Scheme by the Tribunal and under the provisions of Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause 7.
- b. Where any such debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged by such Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- c. All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Company on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme with effect from Appointed Date and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- d. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at

any time from the Appointed Date to the Effective Date become due between the Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

8) Encumbrances

- a. The transfer and vesting of the assets comprised in the Undertaking to the Transferee Company under Clause 4, Clause 5 and Clause 6 of this Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- b. All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date, provided that if any of the assets of the Transferor Company have not been Encumbered, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- c. The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the Liabilities of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.
- d. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to the Transferor Company and their respective assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- e. Upon the coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.
- f. It is expressly provided that, save as herein provided, no other term or

condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.

- g. The provisions of this Clause 8 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

9) **Employees of Transferor Company**

- a. Upon the coming into effect of this Scheme and with effect from Appointed Date, all Employees of the Transferor Company shall, become the employees of the Transferee Company, on same terms and conditions and shall not be less favorable than those on which they are engaged by the Transferor Company and without any interruption of or break in service as a result of the merger of the Transferor Company with the Transferee Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such Employees with the Transferor Company and such benefits to which the Employees are entitled in the Transferor Company shall also be taken into account, and paid (as and when payable) by the Transferee Company.
- b. It is clarified that save as expressly provided for in this Scheme, the Employees who become the employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits (including employee stock options) that may be applicable and available to any of the other employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company), unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into or deemed to have been entered into by the Transferor Company with any employee of the Transferor Company.
- c. Insofar as the provident fund, gratuity fund, superannuation fund, retirement fund and any other funds or benefits created by the Transferor Company for its Employees or to which the Transferor Company is contributing for the benefit of its Employees (collectively referred to as the "Funds") are concerned, the Funds or such part thereof as relates to the Employees (including the aggregate of all the contributions made to such Funds for the benefit of the Employees, accretions thereto and the investments made by the Funds in relation to the Employees) shall be transferred to the Transferee Company and shall be held for the benefit of the concerned Employees. In the event the Transferee Company has its own funds in respect of any of the employee benefits referred to above, the Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be merged with the relevant

funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above or if deemed appropriate by the Transferee Company, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company creates its own funds, at which time the Funds and the investments and contributions pertaining to the Employees shall be merged with the funds created by the Transferee Company.

- d. In relation to those Employees for whom the Transferor Company is making contributions to the government provident fund or other employee benefit fund, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Employees, such that all the rights, duties, powers and obligations of the Transferor Company as the case may be in relation to such schemes/ Funds shall become those of the Transferee Company.

10) Legal, Taxation and other Proceedings

- a. Upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company pending on the Effective Date shall be continued and/ or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against the Transferee Company.
- b. If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of 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 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 Company as if this Scheme had not been made.
- c. In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company, Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of Transferee Company.
- d. Without prejudice to the provisions of Clauses 4) to 10), with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra- party transactions for all purposes from the Appointed Date.

Section 2 – Conduct of Business

- 11) From the date on which the Boards of Directors of the Transferor Company and the Transferee Company approve this Scheme until the Effective Date:
- a. the Transferor Company shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts and investments for and on account of, and in trust for, the Transferee Company;
 - b. The Transferor Company shall carry on their business and activities with due business prudence and diligence and shall not, without prior written consent of the Transferee Company or pursuant to any preexisting obligation, sell transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with any part of its assets nor incur or accept or acknowledge any debt, obligation or liability except as is necessary in the ordinary course of business.
 - c. all profits and income accruing or arising to the Transferor Company, and losses and expenditure arising or incurred by them (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company;
 - d. any of the rights, powers, authorities or privileges exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company; and
 - e. all taxes (including, without limitation, income tax, sales tax, service tax, VAT, excise duty, custom duty, Central Goods and Service Tax law (CGST), State Goods and Service Tax law (SGST) and Integrated Goods and Service Tax law (IGST) etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation, income tax, sales tax, service tax, VAT, excise duty, custom duty, CGST, SGST, IGST etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the Transferor Company with effect 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.

- f. Pending sanction of the Scheme, the Transferor Company shall not, except by way of issue of shares / convertible debentures to the Transferee Company, increase their capital (by fresh issue of shares, convertible debentures or otherwise).

Section 3 – Cancellation of share capital of Transferor Company

- 12) Upon the scheme coming into effect, all the shares of the Transferor Company held by the Transferee Company (either directly or through nominees) shall stand cancelled without any further application, act or deed. It is clarified that no new shares shall be issues or no payment/consideration shall be made whatsoever by the Transferee Company in lieu of cancellation of such shares of the Transferor Company.

Section 4 - Increase in Authorised Share Capital of Transferee Company

- 13) As a part of this Scheme, and, upon the coming into effect of this Scheme, the authorised share capital of the Transferee Company shall automatically stand increased, without any further act, instrument or deed on the part of the Transferee Company if any, including payment of stamp duty and fees payable to Registrar of Companies, by the aggregate authorised share capital of the Transferor Company.
- 14) Further, the capital clause 5 of the Memorandum of Association of the Transferee Company shall, as a part of and, upon the coming into effect of this Scheme and the Scheme involving merger of Zero Waste Agro-Organics Limited, a wholly owned subsidiary of the Transferee Company, with the Transferee Company which is filed with Mumbai NCLT and is pending for approval, and without any further act or deed, be replaced by the following clause: :

MEMORANDUM OF ASSOCIATION

“The Authorised Share Capital of the Company is INR 2,288,878,000 (Rupees Two Hundred and Twenty Eight Crores Eighty Eight Lakhs Seventy Eight Thousand Only) divided into 500,000,000 (Fifty Crores) Equity Shares of INR 1 (Rupee one only) each, 28,887,800 (Two Crores Eighty Eight Lakhs Eighty Seven Thousand Eight Hundred) Equity Shares of INR 10 (Rupees ten only) each and 150,000,000 (Fifteen Crores) Preference Shares of INR 10 each.”

- 15) It is clarified that for the purposes of Clause 13 and 14 above, the stamp duties and fees (including registration fee) paid on the authorised share capital of the Transferor Company shall be utilized and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee (including registration fee) by the Transferee Company for increase in the authorised share capital to that extent. The Transferee Company shall file requisite forms as may be required with the concerned Registrar of Companies.

PART III

DISSOLUTION OF TRANSFEROR COMPANY, GENERAL

CLAUSES, TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

16) Accounting and Tax Treatment

a. Applicability of provisions of Income Tax Act

- i. The provisions of this Scheme as they relate to the merger of Transferor Company with Transferee Company has been drawn up to comply with the conditions relating to 'amalgamation' as defined under Section 2(1B) of the (Indian) Income-tax Act, 1961 (hereinafter referred to as Income Tax Act). If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act. Such modification will, however, not affect the other parts of the Scheme.
- ii. Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act (including for minimum alternate tax purposes, carry forward and set-off of tax losses and tax benefits), service tax law, VAT laws, sales tax laws, excise duty laws, customs duty laws, CGST, SGST, IGST and other tax laws and to claim refunds and/or credits for taxes paid (including minimum alternate tax), and to claim tax benefits under the Income Tax Act and other tax laws (including STPI or SEZ benefits) etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme.

b. Accounting Treatment

Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in the books of accounts in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date.

c. Tax

- i. Upon the Scheme coming into effect, all taxes (direct and/or indirect)/ cess/ duties payable by or on behalf of the Transferor Company from the Appointed Date onwards including all or any refunds and claims, including refunds or claims pending with any Governmental Authority and including the right to claim credit for minimum alternate tax, set-off and carry forward of accumulated losses, unabsorbed

tax depreciation, book losses, book depreciation, unabsorbed R&D expenditure, deferred revenue expenditure, deduction, rebate, allowance, amortization benefit, etc. under the Income Tax Act, 1961, or any other or like benefits under the said acts or under and in accordance with any law or act, whether in India or anywhere outside India and unutilized CENVAT credit, VAT credit, input tax credit for CGST SGST and IGST etc shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims, accumulated losses and unutilized CENVAT credits, VAT credit, CGST, SGST and IGST credits and rights to claim credit, tax benefits or refund etc of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns, wealth tax returns, sales tax returns, excise and CENVAT returns, service tax returns, other statutory returns, CGST returns, SGST returns, IGST returns and to claim refunds/ credits, pursuant to the provisions of this Scheme.

- ii. The Transferee Company shall also be permitted to claim refunds / credits in respect of any transaction between the Transferor Company and the Transferee Company. Without prejudice to the generality of Clause 16) c) i) above, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its tax returns, withholding tax return and related withholding tax certificates, including withholding tax certificates relating to transactions between the Transferor Company and the Transferee Company, and to claim refunds, tax credits, advance tax and withholding tax credits, benefit of credit for minimum alternate tax and carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.
- iii. The withholding tax/ advance tax/ minimum alternate tax, if any, paid by the Transferor Company under the Income Tax Act, 1961 or any other statute in respect of income of the Transferor Company assessable for the period commencing from the Appointed Date shall be deemed to be the tax deducted from/advance tax paid by the Transferee Company and credit for such withholding tax/ advance tax/minimum alternate tax shall be allowed to the Transferee Company notwithstanding that certificates or challans for withholding tax/advance tax are in the name of the Transferor Company and not in the name of the Transferee Company.
- iv. The service tax, VAT, excise duty, custom duty and sales tax under the pre – GST regime and in the GST regime, CGST, SGST and IGST paid by the Transferor Company under the Finance Act, 1994 and/ or Central Goods and Service Tax Act, Integrated Goods and Service Tax Act and Union Territory Goods and Service Tax Act in respect of services provided by the Transferor Company for the period commencing from the Appointed Date shall be deemed to be

the service tax, CGST, SGST, IGST paid by the Transferee Company and credit for such service tax CGST, SGST, IGST shall be allowed to the Transferee Company notwithstanding that challans for service tax payments, CGST payment, SGST payment, IGST payment are in the name of the Transferor Company and not in the name of the Transferee Company.

17) Resolutions

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

Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 180 of the Act shall be deemed, without any further act or deed, to have been enhanced by the aggregate limits of the Transferor Company which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.

18) Savings of concluded transactions

- a. The transfer and vesting of undertaking under Clause 4 above and the continuance of proceedings by or against the Transferee Company under clause 10 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the 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 Company in respect thereto, as if done and executed on its behalf.

19) Dissolution of the Transferor Company

- a. Upon the coming into effect of this Scheme, the Transferor Company shall stand dissolved without winding-up without any further act or deed.
- b. Even after the Scheme becoming effective, the Transferee Company shall be entitled to operate all bank accounts relating to Transferor Company and realize all monies and complete and enforce all pending contracts and transactions in the name of Transferor Company insofar as may be necessary until the transfer and vesting of rights and obligations of the Transferor Company to the Transferee Company under this scheme is formally effected by the parties concerned.

20) Conditions Precedent

- a. The effectiveness of the Scheme is conditional upon and subject to:
- i. The requisite sanction or approval of the Appropriate Authorities from India being obtained and/or granted in relation to any of the matters in respect of which such sanction or approval is required;
 - ii. This Scheme being approved by the respective requisite majorities of the various classes of shareholders of the Transferor Company and the Transferee Company if required under the Act and the requisite orders of the Tribunal being obtained;
 - iii. The certified copy of the order of the Tribunal under Sections 230 to 232 and other applicable provisions of the Act sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai by the Transferee Company and with the Registrar of Companies, Karnataka at Bengaluru by Transferor Company;
 - iv. Such other approvals and sanctions as may be required by Applicable Law in respect of this Scheme being obtained.
- b. On the approval of this Scheme by the shareholders of the Transferor Company and the Transferee Company, if required, such shareholders shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the merger set out in this Scheme, related matters and this Scheme itself.

21) Effect of Non Receipt of Approvals/Sanctions

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the Appropriate Authority and / or the Order not being passed as aforesaid within such period or periods as may be agreed upon between the Transferor Company and the Transferee Company by their Board of Directors (and which the Board of Directors of the Transferor Company and Transferee Company are hereby empowered and authorized 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.

22) Applications

Transferor Company and the Transferee Company, if required shall, with all reasonable dispatch, make applications/ petitions to the Tribunal under Section 230 to 232 and other applicable provisions, of the Act, for sanctioning of this Scheme.

The Transferor Company shall take all necessary steps for sanctioning of this Scheme and for its dissolution without winding up, and apply for and obtain such other approvals, if any, required under the law.

23) Modifications or amendments to the Scheme

- a) The Transferor Company and the Transferee Company, through their respective Board of Directors, may assent from time to time on behalf of all the persons concerned to any modifications or amendments or additions to this Scheme subject to approval of the Tribunal or to any conditions or limitations which the Tribunal and/or any other competent authorities, if any, under the law may deem fit and approve of or impose and which the Transferor Company and the Transferee Company may in their discretion deem fit and may resolve all doubts or difficulties that may arise for carrying out this Scheme and do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by their respective Boards of Directors, a Committee of the concerned Board or any Director, authorized in that behalf by the concerned Board of Directors (hereinafter referred to as the 'Delegate').
- b) For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Delegate of the Transferor Company or the Transferee Company may give and is hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties in the same manner as if the same were specifically incorporated in this Scheme.

24) Costs, Charges and Expenses

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

IN THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

C.P. (CAA) No. 3108/230-232/MB/2019

**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH**

C. P. (CAA) No.3108/230-232/MB/2019

In

C. A. (CAA) No. 1314/MB/2019

In the matter of the Companies Act, 2013; and in the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, and Amalgamation) Rules, 2016; and in the matter of Scheme of Merger by Absorption of Metahelix Life Sciences Limited (Transferor Company) with Rallis India Limited and their respective shareholders.

Rallis India Limited
(CIN L36992MH1948PLC014083)

...Petitioner / Transferee Company

Certified Copy of Order Dated 20th
December 2019 along with the Scheme
of Merger annexed to the Company
Petition.

COMPANY PETITION

HEMANT SETHI & CO.

1602 Nav Parmanu A Wing,
behind Amar Cinema, Chembur,
Mumbai 400071

APPENDIX XLVI

C. P. (CAA)/3470/MB/2018

C. P. (CAA)/3486/MB/2018

**IN THE NATIONAL COMPANY LAW TRIBUNAL,
BENCH AT MUMBAI****C. P. (CAA)/3470/MB/2018****AND****C. P. (CAA)/3486/MB/2018**

In the matter of the Companies Act, 2013

And

In the matter of Sections 230 to 232 of the
Companies Act, 2013

And

In the matter of Scheme of Arrangement between Zero Waste Agro-Organics Limited (“Transferor Company”) having CIN: U01400PN2011PLC141307 & PAN: AAACZ5267B and Rallis India Limited (“Transferee Company”) having CIN: L36992MH1948PLC014083 & PAN: AABCR2657N and their respective Shareholders and Creditors for amalgamation of the Transferor Company with and into the Transferee Company.

(Hereinafter collectively referred to as “the Petitioner Companies”)

Order delivered on :- 20.02.2020**Zero Waste Agro-Organics Limited** ...Transferor /Petitioner Company**Rallis India Limited** ...Transferee /Petitioner Company**Coram: SMT. SUCHITRA KANUPARTHI, MEMBER (J)****SH. CHANDRA BHAN SINGH, MEMBER (T)**

For the Petitioner(s): Mr. Hemant Sethi along with Adv. Dipika Pachmatia a/w Adv. Supriya Bhatkar i/b Vigil Juris, Advocates for the Petitioner.

For Regional Director: Ms. Rupa Sutar, Deputy Director

Per:- CHANDRA BHAN SINGH, MEMBER (T)

ORDER

1. The Sanction of this Tribunal is sought under section 230 to 232 of the Companies Act, 2013 to Scheme of Arrangement between Zero Waste Agro-Organics Limited (“Transferor Company”) and Rallis India Limited (“Transferee Company”) and their respective Shareholders and Creditors.
2. The Petitioner Companies (Rallis and Zero Waste Agro-Organics Limited) have approved the said Scheme of Arrangement by passing a board resolution on 20th July, 2017 and 14th July, 2017 respectively which is annexed to their respective Company Scheme Petition and thereafter they have approached the Tribunal for sanction of the Scheme.
3. The Transferor Company is engaged in the business of manufacture of scientifically enriched organic compost and the Transferee Company is engaged in providing crop care solutions and agri services to the farming community. It manufactures “Agri Inputs” comprising crop protection products, plant growth nutrients and seeds and provides agri-solutions.
4. The Authorized, Issued, Subscribed and Paid-up Share Capital of the Transferor Company as on 31st March, 2018 is as under:

Particulars	Amount Rs.
<u>Authorized Capital</u>	
75,000 equity shares of Rs.10/- each	7,50,000/-
<u>Issued, Subscribed and Paid-up share Capital:</u>	
73,645 fully paid-up equity shares of Rs.10/- each	7,36,450/-

5. The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on 31st March, 2018 is as under:

Particulars	Amount Rs.
<u>Authorized Capital</u>	
50,00,00,000 Equity Shares of Re.1/- each	50,00,00,000/-
15,00,00,000 Preference Shares of Rs. 10/- each.	150,00,00,000/-
<u>Issued share Capital:</u>	
19,44,70,890 equity shares of Re. 1/- each	19,44,68,890/-
<u>Subscribed and fully paid up share Capital:</u>	
19,44,68,890 equity shares of Re. 1/- each	19,44,68,890/-
<u>Forfeited shares:</u>	
2,000 equity shares of Re. 1/-each	2,000/-

6. Learned Counsel for the Petitioner Companies states that The Transferor Company is a wholly owned subsidiary of the Transferee Company. The entire Paid-up Share Capital in the Transferor Company is held by the Transferee Company and its nominees. This Scheme will result in operational and management efficiency and will help in reducing administration cost.
7. The Learned Counsel for the Petitioner Companies further submits that the Company Scheme Petitions are filed in consonance with the Order dated 6th April 2018 passed in the Company Scheme Application no. 1118 and 1111 of 2018 respectively.
8. The Learned Counsel for the Petitioner Companies further states that the Petitioner Companies have complied with all requirements as per the directions of the Hon'ble Tribunal and they have filed necessary Affidavits of compliance in this Hon'ble Tribunal. Moreover the Petitioner Companies undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956/2013 and the Rules made there under. The said undertaking is accepted.
9. The Regional Director has filed his Report dated 11th April 2019 stating therein that, save and except as stated below, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph IV of the said Report, it is 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) etc.*
 - (b) *As per Part-I, Definitions Clause 1.1(g) of the scheme, "Effective Date" means the date on which certified copies of the orders of the National Company Law Tribunal sanctioning this Scheme of Amalgamation with such modification as the National Company Law Tribunal may approve are filed with the Registrar of companies, Maharashtra after obtaining all the consents, approvals, permissions, sanction and orders as may be necessary for the same. In this regard it is submitted that the "Effective Ate" shall be 1st day of April, 2017 (the scheme deemed to be effective) in accordance with the provisions of section 232(6) of the Companies Act, 2013 and not as specified in the above said clause of the scheme;*
 - (c) *The Transferee Company is listed with the Bombay Stock Exchange and National Stock exchange. However, the Transferee Company may be directed to obtain "No Objection letter" from the respective stock Exchanges.*
 - (d) *In view of observations of ROC Mumbai, mentioned at para 13 above Hon'ble Tribunal may kindly pass appropriate order (s) as deem fit.*
 - (e) *Rallis India Limited ("RIL" or "the Transferee Company") is a listed Company, in view of the provisions of Section 230(3) of the Companies Act, 2013 read with rule 8 of the Companies (Compromise, Arrangement and Amalgamation) Rules 2016 Hon'ble NCLT may kindly issue notice to other sectorial regulators or authorities (The Securities and Exchange Board of India, Bombay Stock Exchange Limited and National Stock Exchange of India and./ or pass appropriate orders/ orders as deem fit.*
 - (f) *Hon'ble NCLT may kindly direct the petitioners to file an affidavit to the extent that the Scheme enclosed to Company Application and Company Petition, are one and same and there is no discrepancy / any change/ changes are made, for changes if any, liberty be given to Central Government to file further report if any required."*

10. As far as observations contained in IV (a) of the said Report is concerned, The Learned Counsel for the Petitioner Companies states that Clause 10.1 of the Scheme of Arrangement provides for compliance with the Indian Accounting Standards - 103. Further Transferee Company say that the Company shall pass such other accounting entries which are required under the Law in connection with the Scheme to comply with other applicable accounting standards such as AS-5 (IND As-8) etc.
11. As far as observations contained in paragraph IV (b) of the said Report is concerned, the Learned Counsel for the Petitioner Companies states that section 232 (6) requires the Scheme to clearly indicate an Appointed Date. Further the said section 232 (6) provides that the Scheme shall be deemed to be effective from the Appointed Date which is mentioned in the Scheme. In the present case the Scheme provides for Appointed Date as 1st April, 2017 as mentioned in the Scheme which is in compliance with Section 232(6) of the Companies Act 2013 (“the Act”) and the Scheme shall be effective from such appointed date but operative from effective date. The terms “Appointed Date” and “Effective Date” are defined in the Scheme in clauses 1.1(b) and 1.1(g) respectively. Section 232(6) of the Act requires that the Scheme should clearly indicate an appointed date and therefore it should be a pre-determined fixed date. This has been clearly provided in Clause 1.1(b) of the Scheme. Clause 2 of the Scheme clearly provides that the Scheme shall be effective from the Appointed Date.
12. As far as observations in para IV(C) of the said Report are concerned, the Learned Counsel for the Petitioner Companies states that, this is a Scheme of Arrangement of an wholly owned subsidiary with its holding company. In view of circular No CFD/ DIL3/ CIR/2017/21 dated 10th March 2017 issued by SEBI the requirement of obtaining no objection letter from the Stock Exchange was dispensed with or granted exemption for such Amalgamation of an wholly owned subsidiary with its holding company if the scheme is filed on or after the date of the said circular. In the present case the Company Application was filed in December 2017 hence Petitioner Company is not required to obtain no objection letter from the Stock Exchange. However Transferee Company being a listed company has already served Notice dated 13th June, 2018 under Section 230(5) of the Companies Act, 2013 along with copy of the Scheme of Arrangement upon the National Stock Exchange of India Ltd. Bombay Stock Exchange (“BSE Ltd”) and also the Securities and Exchange Board of India. The Petitioner Company has already filed in the office of the Hon’ble NCLT Affidavit dated 21st August, 2018 proving service of the notice under section 230(5) upon the said authorities.
13. The observations contained in para IV(D) of the said Report deals with the observations made by the RoC at Para. 13 of paragraph III of the said Report, which reads as under ;

“13. STATUS of ROC Report:-

ROC Mumbai vide report /letter No. ROC/ STA /ZWAOL - RIL/ 230-2322019/1560 dated 22.03.2019 has mention that No investigation, inspection, Inquiry proceedings are pending and there is no complaint against Company.

However at point 32 he has mentioned following observations; -

- i. CAA 2 composite notice not submitted to this office.*
- ii. Transferee company not filed e form MGT - 14 on MCA portal.*

Further he has stated that the matter may be decided on its merits.

14. The Learned Counsel for the Petitioner Companies states that as far as observation raised by the RoC is concerned, the intended reference made by RoC in clause 13 is to Form CAA-3 and not to Form CAA-2. The required advertisement in CAA-2 was published on 14th June 2018 in both newspapers "The Hindu Business Line" and "Mumbai Lakshadeep". The affidavit dated 5th September 2018 proving publication of the said newspapers has already been filed in the office of the Hon'ble NCLT.
15. The Learned Counsel for the Petitioner Companies further states that so far as notice under Section 230 (5) of the Companies Act, 2013 ("the Act") is concerned, the Hon'ble NCLT by the order dated 6th 2018 directed such notice to be given to (i) Regional Director, Western Region, Mumbai; (ii) Registrar of Companies, Pune and Mumbai, Maharashtra respectively; (iii) Income-tax Authorities at Ward 1(1), Circle-2, Solapur for the Transferor Company and Circle 8(1)(1), Mumbai for the Transferee Company; (iv) Securities and Exchange Board of India, Mumbai; (v) BSE Ltd.; and (vi) the National Stock Exchange of India Ltd. According to the said directions notice in Form CAA-3 was served individually upon all the authorities. The Transferee Company has already filed with the office of the Hon'ble NCLT an Affidavit dated 21st August, 2018 proving service of the notice under section 230(5) upon all the authorities.

Similarly the Transferor Company has also sent a Notice together with a copy of the Scheme of Arrangement pursuant to the Order dated 6th April, 2018 passed in the Company Scheme Application No. 1118 of 2017 to the Central Government through Regional Director, Western Region; the Registrar of Companies; the Income Tax Authority; and The official Liquidator as prescribed under Section 230(5) of the Companies Act 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. The Transferor Company has already filed with the office of the Hon'ble NCLT an Affidavit dated 21st August, 2018 proving service of the notice under section 230(5) upon the said

16. The Learned Counsel for the Petitioner Companies further states that, the Transferor Company has received letter dated 22nd June 2018 bearing reference no. ROC/STA/chavan/230-232/14083/1018 from the Registrar of Companies, Pune replying to the Transferor Company's notice dated 13th June 2018 stating their objection on the notice sent to them separately (not composite notice) and also had asked for further clarification as mentioned in the said letter dated 22nd June 2018. The Transferor Company through their Advocates' letter dated 11th July 2018 have given their reply, explaining compliance of all the requirements/directions as mentioned in the said letter dated 22nd June 2018. The Company or their Advocates have not received any reply to the said letter dated 11th July, 2018 till date. A copy of the said letters dated 22nd June 2018 and 11th July 2018 are annexed to the Company Petition filed in the Hon'ble Tribunal.

Further, with reference to the RoC observation in respect to filing of Form MGT-14 by Transferor Company is concerned, the Learned Counsel for the Petitioner Companies states that Transferor Company has already filed Form MGT-14 with MCA Portal.

17. With reference to observations contained in IV(e) is concerned, the Learned Counsel for the Petitioner Companies states the Hon'ble NCLT by the order dated 6th 2018 directed such notice to be given to (i) Regional Director, Western Region; (ii) Registrar of Companies; (iii) Income-tax Authority; (iv) Securities and Exchange Board of India; (v) Bombay Stock Exchange Ltd.; and (vi) National Stock Exchange of India Ltd. According to the said directions notice in Form CAA-3 was served individually on all the six authorities. The Petitioner Company has already filed with the office of the

Hon'ble NCLT an Affidavit dated 21st August, 2018 proving service of the notice under section 230 (5) on the said authorities.

18. With reference to observations contained in IV(f) of the said Report, the Learned Counsel for the Petitioner Companies states the Scheme which was filed with the Company Application was slightly modified with the permission obtained from the Hon'ble NCLT by order dated 6th April 2018 and accordingly the Scheme as filed with the Company Application stood amended. The Scheme filed with the Company Petition is the same as contained in the Company Application with the said amendment as permitted by the said NCLT by the said order dated 6th April 2018.
19. The Learned counsel for the Petitioner Companies submits that the Petitioner Companies has filed a Miscellaneous Application No. 2849 of 2019 and Miscellaneous Application No. 2850 of 2019 to carry out amendment in the Scheme as mentioned in the said Miscellaneous Application. The said amendment in the Scheme is required to be carried out to ipso facto increase the Authorized Share capital of the Transferee Company to the extent of the authorized capital of the Transferor Company post sanction of the Scheme.
20. This Tribunal at the hearing held on 18th October, 2019 has directed the Regional Director to file their Report with comment on the Miscellaneous Application moved by the Petitioner Companies for amendment in Scheme.
21. The Regional Director has filed his Supplementary report dated 21st November 2019 stating that the Miscellaneous Application for amendment as filed by the Petitioner Companies is permissible as per section 231(1)(b) of the Companies Act 2013. Para 7 of the said Supplementary report read as under:

“7. We hereby submit that modification to the scheme is permissible as per section 231(1) (b) of the Companies Act 2013 corresponding to section 392(1)(b) of the Companies Act 1956. However, the same is subject to the approval of The Hon'ble tribunal.”
22. The observations made by Regional Director have been explained by the Petitioner Companies from Para 8 to 16 above. Clarifications and Undertakings given by the Petitioner Companies is hereby accepted. MA No 2849 & 2850 of 2019 are accordingly allowed by a separate order dated 24th January, 2020.
23. The Official Liquidator has filed his report dated 26th November 2018, stating therein that, the affair of the Transferor Company have been conducted in a proper manner and accordingly the Transferor Company may be ordered to dissolve without winding up. Further it is submitted that, the Scheme is not prejudicial to the interest of public or shareholders.
24. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy.
25. Since all the requisite statutory compliances have been fulfilled the said Company Petition No. 3470 of 2018 and Company Petition No. 3486 of 2018 have been made absolute in terms of prayer of the respective petition mentioned therein.
26. The Petitioner Companies to lodge a copy of this order and the Scheme, duly certified by the Deputy Director or the Assistant Registrar, of the National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty, payable, if any, on the same within 60 days from the date of the order.

27. The Petitioner Companies to pay costs of Rs. 25,000/- each to the Regional Director, Western Region, Mumbai and the Transferor Company to pay costs of Rs. 25,000/- to the Official Liquidator. Costs to be paid within four weeks from the date of the receipt of the duly certified copy of this order.
28. The Petitioner Companies to file a copy of this order along with a copy of the Scheme of Arrangement with the Register of Companies, electronically, along with E-Form INC-21, in addition to the physical copy within 30 days from the date of the receipt of this order certified by the Deputy Director or the Assistant Registrar, of the National Company Law Tribunal, Mumbai Bench.
29. Any person interested in this Scheme, is at liberty to apply to the Tribunal in these matters for any directions or modification that may be necessary.
30. The Scheme is sanctioned and the appointed date of the Scheme is fixed as 1st April, 2017.
31. Ordered accordingly,

CHANDRA BHAN SINGH
Member (Technical)

SUCHITRA KANUPARTHI
Member (Judicial)

Date:- 20.02.2020



Certified True Copy
 Date of Application 25-2-2020
 Number of Pages 14
 Fee Paid Rs. 70
 Application called for or Design copy on 22-6-2020
 Copy prepared on 22-6-2020
 Copy issued on 22-6-2020



Assistant Registrar
 National Company Law Tribunal, Mumbai Bench

SCHEME OF ARRANGEMENT**BETWEEN**

ZERO WASTE AGRO ORGANICS LIMITED [CIN: U01400PN2011PLC141307]

AND

RALLIS INDIA LIMITED [CIN: L36992MH1948PLC014083]

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

Under section 230 to 232 of the Companies Act, 2013 and all other applicable provisions of
THE Companies Act, 2013

INTRODUCTION**A. PREAMBLE**

This Scheme of Arrangement (“Scheme”) for Amalgamation is under the provisions of section 230 to 232 of the Companies Act, 2013 for (i) Amalgamation of THE Transferor Company (as defined hereinafter) in to and with THE Transferee Company (as defined hereinafter); (ii) dissolution without winding up of the Transferor Company, pursuant to the relevant provisions of the Companies Act, 2013 and the relevant provisions of the Scheme. In addition, this Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

B. DESCRIPTION OF COMPANIES

1. ZERO WASTE AGRO ORGANICS LIMITED [CIN: U01400PN2011PLC141307] (“ZWAOL” or “the Transferor Company”) is a company duly incorporated under the provisions of the Companies Act, 1956, having its registered office at Kapil Towers, 1st Floor, S.No.40-1/B, Near Sagam Bridge, Dr. Ambedkar Road, Pune 411001. The Transferor Company was incorporated on 9th November, 2011 under the name Zero Waste Fertilizers Private Limited. The name of the Transferor Company was changed to Zero Waste Agro-Organics Private Limited on 10th December, 2011. The Company was then converted to a Public Limited Company and the name was changed to Zero Waste Agro-Organics Limited vide a fresh certificate of incorporation dated 18th September, 2013 issued by the Registrar of Companies, Maharashtra, Pune. The Registered Office of the Transferor Company on incorporation was situated at 701, North Kasaba, Solapur 413002. With effect from 15th April, 2014 the Registered Office has shifted to its present registered address.

The main object of the Transferor Company is as follows:

To carry on in India or any part of the world all kinds of business relating to fertilisers, all organic and inorganic chemical compounds and products of any nature or kinds whatsoever including manufacture and/or trading of applicators or equipments used for fertigation and/or general delivery of such products into agriculture fields, including by-products, derivatives and mixtures thereof and in particular to carry on the business of manufacturing, storing, packing, distributing, transporting, converting, maintaining and rendering assistance and services of all and every kind or any description, buying, selling,

exchanging, altering, improving and dealing in fertilizers, organic and inorganic chemical compound and products of any nature or kind whatsoever.

The Transferor Company is engaged, inter alia, in the business of manufacture of scientifically enriched organic compost.

2. RALLIS INDIA LIMITED [CIN: L36992MH1948PLC014083] (“RIL” or “the Transferee Company”) is a Company duly incorporated under the provisions of the Indian Companies Act, 1913 having its registered office at 156/157 15th Floor, Nariman Bhavan, 227, Nariman Point, Mumbai 400021. The Transferee Company was incorporated on 23rd August, 1948 under the name Rallis India Limited, with Registered Office in the State of West Bengal. The Registered Office was shifted from the State of West Bengal to the State of Maharashtra pursuant to confirmation order dated 21st November, 1967 passed by the Hon’ble High Court at Calcutta at the address Ralli House, 21 D. S. Marg, Fort, Mumbai 400 001. With effect from 15th December, 2003, the Registered Office was shifted to 7th Floor, Apeejay House, 3, Dinshaw Vachha Road, Churchgate, Mumbai 400020. Further, with effect from 1st June, 2009 the Registered Office has shifted to its present registered address. The Transferee Company is a subsidiary of Tata Chemicals Ltd. [CIN: L24239MH1939PLC002893].

The main object of the Transferee Company is as follows:

To carry on all .or any of the businesses of general merchants, factors, dealers, exporters and importers, warehousemen, shipowners, carriers, agents, commission agents, brokers, financiers, underwriters, insurers, civil and mechanical engineers, manufacturers of goods, machinery and other commodities of all kinds, and any other trade or business whatsoever which can, in the opinion of the Company, be advantageously or conveniently carried on by the Company or any of the businesses mentioned in this sub-clause, or is calculated directly or indirectly to develop any branch of the Company’s business or to increase the value of or turn to account any of the Company’s assets, property or rights.

The Transferee Company is engaged in the business of providing crop care solutions and agri services to the farming community. It manufactures “agri inputs” comprising crop protection products, plant growth, nutrients and seeds and provides agri-solutions.

3. The Transferor Company is a wholly Owned Subsidiary of the Transferee Company.
4. The Scheme does not have any adverse effect on either the shareholders or the employees or the creditors of the Transferor Company or the Transferee Company.

C. RATIONALE FOR THIS SCHEME

The proposed amalgamation with the Transferee Company of the Transferor Company which is a wholly owned subsidiary of the Transferee Company would help in achieving the following:

- i. Reduce administration cost; and
- ii. Achieve operational and management efficiency.

D. PARTS OF SCHEME

This Scheme of Arrangement is divided in to the following parts:

- **Part I** of the Scheme deals with definitions and interpretations and sets out the Share capital of both the companies forming part of the Scheme.
- **Part II** of the Scheme deals with amalgamation of Zero Waste Agro Organics Limited in to and with Rallis India Limited
- **Part III** of the Scheme deals with general terms and conditions applicable to this scheme

PART I

DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

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

- a) **“Act”** means the Companies Act, 2013 including any statutory modifications, re-enactment thereof and rules, regulations, notifications, thereunder;
- b) **“Appointed Date”** means 1st day of April, 2017.
- c) **“Assets”** shall include all the assets and properties wherever situate, whether movable or immovable, (both freehold and leasehold) tangible or intangible, present or contingent, all rights, entitlements and claims and the entire businesses of the Transferor Company including the following, all at book value:
 - i) intellectual property rights, bank accounts, investments and cash;
 - ii) all permits, rights, entitlements including import quotas, rights, industrial and other licenses, excise duty licenses, advance licenses and all other licenses, powers, authorities, allotments, approvals and consents, permits, quotas, subsidies and incentives, registrations, contracts, engagements, arrangements, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situated, belonging to or in the ownership, power, use, enjoyment or possession and in the control of or vested in or granted in favor of or enjoyed by the Transferor Company, including but without being limited to all patents, trademarks, trade names, copy rights, brands, goodwill, computer software licenses and other commercial rights of any nature whatsoever and licenses in respect thereof, privileges, liberties, easements, advantages, benefits, leases of land and/or building properties, freehold properties, plants and machinery, vehicles, ownership flats, and entitlements like electricity, water, gas connections, other fuel and power, and electronic and other services, reserves, provisions, funds, financial assets, benefits of all agreements and deposits, any direct or indirect tax benefits including advance tax paid or any tax deducted in respect of any income received and all other interests belonging to or in the ownership, power or possession

or in the control of or vested in or granted in favour of or enjoyed by the Transferor Company.

- d) **“Board of Directors”** or **“Board”** in relation to each of the Transferor Company and the Transferee Company, as the case may be, shall mean the board of directors of such company, and shall include any committee duly constituted and authorized for the purposes of matters pertaining to this Scheme of Amalgamation, and/or any other matter relating thereto;
- e) **“Book Value”** means the value of assets and liabilities as appearing in the balance sheet of the Transferor Company or the Transferee Company.
- f) **“BSE”** means BSE Limited wherein the Transferee Company’s equity shares are listed.
- g) **“Effective Date”** means the date on which certified copies of the orders of the National Company Law Tribunal sanctioning this Scheme of Amalgamation with such modification as the National Company Law Tribunal may approve, are filed with the Registrar of Companies, Maharashtra, after obtaining all the consents, approvals, permissions, sanction and orders as may be necessary for the same.
- h) **“Employees”** mean the permanent employees on the payroll of the Transferor Company on the Effective Date, as identified by the Board of Directors of the Transferor Company.
- i) **“Governmental Authority”** means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial or arbitral body having jurisdiction over the territory of India.
- j) **“Liabilities”** shall mean and include all debts, liabilities, loans, borrowings, bills payable, deposits, security deposits, interest accrued, contingent liabilities and all other liabilities, duties, undertakings, contractual or statutory obligations, guarantees given and obligations of the Transferor Company as on the Appointed Date along with any charge, encumbrance, lien or security on its Assets including:
- i) liabilities on account of loans and advances from secured creditors, unsecured creditors and contingent liabilities not provided in the books of the concerned Company; and
 - ii) obligations of whatsoever kind including liabilities for payment of gratuity, pension benefits, provident fund or any other compensation.
- k) **“NCLT”** means the National Company Law Tribunal at Mumbai, Maharashtra, having jurisdiction in relation to the Transferor Company and the Transferee Company to which this Scheme will be submitted for approval under Sections 230 to 232 of the Act.
- l) **“NSE”** means National Stock Exchange of India Limited wherein the Transferee Company’s equity shares are listed.

- m) **“RIL”** or “the Transferee Company” means RALLIS INDIA LIMITED [CIN: L36992MH1948PLC014083], a company incorporated under the provisions of the Indian Companies Act, 1913 having its Registered Office at 156/157 15th Floor, Nariman Bhavan, 227, Nariman Point, Mumbai 400021, and having Permanent Account No. AABCR2657N.
- n) **“Scheme”** means this Scheme of Amalgamation, in its present form or with any modifications as may be approved or directed by the National Company Law Tribunal.
- o) **“Undertaking”** shall mean all the Assets and Liabilities of the Transferor Company as on the Appointed Date.
- p) **“ZWAOL”** or **“the Transferor Company”** means Zero Waste Agro-Organics Limited [CIN: U01400PN2011PLC141307], a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at Kapil Towers, 1st Floor, S.No.40-1/B, Near Sagam Bridge, Dr. Ambedkar Road, Pune 411001, and having Permanent Account No. AAACZ5267B.

1.2 INTERPRETATION

In this Scheme, unless the context otherwise requires:

- (i) all terms and words used but 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 any other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.
- (ii) references to clauses, recitals and schedules, unless otherwise provided, are to clauses, recitals and schedules of and to this Scheme.
- (iii) the headings herein shall not affect the construction of this Scheme.
- (iv) the singular shall include the plural and vice versa; and references to one gender include all genders.
- (v) any phrase introduced by the terms including in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (vi) references to person include any individual, firm, body corporate (whether incorporated), Government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).

2. OPERATIVE DATE

This Scheme, although effective from the Appointed Date, shall become operative from the Effective Date. Reference in this Scheme to the date of “coming into effect of this Scheme” or “effectiveness of this Scheme” shall be to the Effective Date.

3. SHARE CAPITAL

- a) The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor

Company as on the Appointed Date and as on June 30, 2017 is as under:

<i>Particulars</i>	<i>Amount Rs.</i>
<i>Authorised Capital: 75,000 equity shares of Rs.10/- each</i>	<i>7,50,000/-</i>
<i>Issued, Subscribed and Paid-up share Capital: 73,645 fully paid-up equity shares of Rs.10/- each</i>	<i>7,36,450/-</i>

- b) The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on the Appointed Date and as on June 30, 2017 is as under:

<i>Particulars</i>	<i>Amount Rs.</i>
<i>Authorised Capital: 50,00,00,000 Equity Shares of Re.1/- each 15,00,00,000 Preference Shares of Rs.10/- each</i>	<i>50,00,00,000/- 150,00,00,000/-</i>
<i>Issued share Capital: 19,44,70,890 equity shares of Re.1/- each</i>	<i>19,44,70,890/-</i>
<i>Subscribed and fully paid up share Capital 19,44,68,890 equity shares of Re.1/- each</i>	<i>19,44,68,890/-</i>
<i>Forfeited shares 2,000 equity shares of Re.1/- each</i>	<i>2,000/-</i>

- c) The equity shares of the Transferee Company are listed on BSE and on NSE.
- d) Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Transferor Company and the Transferee Company, there has been no change in the authorized, issued, subscribed and paid-up share capital of the Transferor Company and the Transferee Company.
- e) The entire share capital of the Transferor Company is held by the Transferee Company.

PART II

AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY

4. TRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR COMPANY INTO THE TRANSFEE COMPANY.

- 4.1 Upon this Scheme coming into effect and subject to the provisions of this Scheme, the Transferor Company shall stand amalgamated with the Transferee Company and undertaking of the Transferor Company as a going concern shall be transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company on and from the Appointed Date being 1st day of April 2017, in the following manner:
- i. With effect from the Appointed Date, the entire Undertaking (including all assets) of the Transferor Company shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed stand transferred

to and vest in or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as from the Appointed Date, the undertaking of the Transferee Company and vest all the right, title and interest therein in the Transferee Company.

- ii. With effect from the Appointed Date, all the Liabilities and obligations of every kind, nature and description of the Transferor Company shall, under the provisions of Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, and without any further act or deed stand transferred to or be deemed to be transferred to the Transferee Company so as to become, as from the Appointed Date the Liabilities and obligations of the Transferee Company without any notice or other intimation to the creditors and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities and obligations have arisen, in order to give effect to the provisions of this clause.
- 4.2 Where any of the Liabilities of the Transferor Company have been discharged by the Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company.
 - 4.3 If and to the extent there are inter - corporate loans, deposits or balances between the Transferor Company and the Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and suitable effect shall be given in the books of accounts and records of the Transferee Company. For removal of doubts, it is hereby clarified that from the Appointed Date, there would be no accrual of interest or other charges in respect of any such inter-corporate loans, deposits or balances between the Transferor Company and the Transferee Company.
 - 4.4 The transfer and / or vesting of the Undertaking of the Transferor Company as aforesaid shall be subject to the existing charges, hypothecation and mortgages, if any, in respect of the Assets of the Transferor Company or any part thereof. Provided that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the creditors of Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security therefore after the amalgamation becomes effective.

5. TRANSFEROR COMPANY'S EMPLOYEES

- 5.1 All Employees of the Transferor Company, if any, who are in employment of the Transferor Company on the Effective Date shall in terms of this Scheme from such date become the employees of the Transferee Company on the basis that their services have not been interrupted by the vesting of the Undertaking of the Transferor Company in the Transferee Company under the Scheme, and on the same terms and conditions of service applicable to them on the Effective Date as aforesaid.
- 5.2 It is expressly provided that as far as Provident Fund, Gratuity Fund, Superannuation Fund or any other Fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are

concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with provisions of such Funds as per the terms provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds shall become those of the Transferee Company and all the rights, duties and benefits of the employees employed in different units of the Transferor Company under such Funds and Trusts shall be protected. It is clarified that the services of the Employees of the Transferor Company will also be treated as having been continuous for the purpose of the aforesaid Funds or provisions.

6. LEGAL PROCEEDINGS

- 6.1 If any proceedings of whatsoever nature by or against the Transferor Company be pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or by reason of anything contained in this Scheme but the proceedings including those by creditors of the Transferor Company and relating to the Transferor Company may be continued prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued prosecuted and enforced by or against the Transferor Company if this Scheme had not been made.

7. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 7.1 Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, debentures, agreements and other instruments of whatever nature to which Transferor Company is a party, subsisting or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and as effectively as if the Transferee Company had been a party thereto instead of the Transferor Company.

8. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE

- 8.1 With effect from the Appointed Date and upto the Effective Date, the Transferor Company shall carry on and be deemed to carry on all its business and activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company and all the profits accruing to the Transferor Company or losses arising or incurred by them shall for all purposes be treated as the profits or losses of the Transferee Company as the case may be.
- 8.2 The transfer and vesting of the properties and Liabilities of the Transferor Company under this Scheme with effect from the Appointed Date, shall not affect any transactions or proceedings already concluded by the Transferor Company on and after the Appointed Date to the end and intent that the Transferee Company accepts on behalf of itself all acts, deeds and things done and executed and all transactions or proceedings already concluded by the Transferor Company.

9. DIVIDENDS, PROFITS, BONUS/RIGHTS SHARES

- 9.1 The Transferor Company shall not without the consent of the Transferee Company declare any dividend for the financial year commencing from 1st April 2017 and subsequent financial years during which the Scheme has not become effective.
- 9.2 Subject to the provisions of this Scheme becoming effective, the profits of the Transferor Company for the period beginning from 1st April 2017 shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit including declaration of dividend by the Transferee Company in respect of its year ending 31st March 2018 or any year thereafter.
- 9.3 The Transferor Company shall not issue or allot any rights shares or bonus shares out of its authorized or unissued Share Capital.

10. ACCOUNTING TREATMENT

- 10.1 With effect from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company be required and except to the extent required by the law, all the assets and liabilities of the Transferor Company transferred to the Transferee Company pursuant to this Scheme shall be recorded in the books of the Transferee Company at the book values as recorded in the books of the Transferor Company. The difference, if any, being excess / deficit arising pursuant to the Scheme shall be accounted based on the accounting principles prescribed under the Indian Accounting Standard -103.
- 10.2 In case of any difference in the accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the Reserves to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

11. TREATMENT OF TAXES

- 11.1 Any tax liabilities under the Income-tax Act, 1961, or other applicable laws/regulations dealing with taxes/ duties/ levies (hereinafter in this Clause referred to as "Tax Laws") allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation/ duties/ levies account including advance tax and tax deducted at source (TDS) as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company.
- 11.2 Any refund under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company shall also belong to and be received by the Transferee Company.

12. TREATMENT OF SHARES

- 12.1 The Transferor Company is a wholly owned subsidiary of the Transferee

Company and the Transferee Company and its nominees hold all the shares issued by the Transferor Company.

- 12.2 Upon the Scheme becoming effective, all the shares, held by the Transferee Company and its nominees in the Transferor Company shall stand cancelled and the Transferee Company shall not be required to issue any shares under the Scheme.

13. SAVING OF CONCLUDED TRANSACTION

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

14. TRANSFEROR COMPANY TO BE DISSOLVED WITHOUT WINDING UP

- 14.1 Subject to an order being made by National Company Law Tribunal under Section 232 of the Act, on the Scheme becoming effective, the Transferor Company shall, without any further act, instrument, or deed of the Transferor Company or the Transferee Company stand dissolved without winding up.

PART III

GENERAL TERMS AND CONDITIONS APPLICABLE TO THIS SCHEME

15. PETITION TO THE NCLT FOR SANCTIONING THE SCHEME

- 15.1 The Transferor Company as well as the Transferee Company shall with all reasonable despatch, make applications/petitions to the Hon'ble National Company Law Tribunal ("NCLT") for sanctioning this Scheme of Amalgamation under section 230 of the Act and for an order or orders under sections 231 and 232 and other applicable provisions of the said Act for carrying this Scheme into effect.

16. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

- 16.1 This Scheme is specifically conditional upon and subject to:
- (i) The Scheme being agreed to by the respective requisite majorities of the members and creditors (if required) of the Transferor Company and the Transferee Company.
 - (ii) The Scheme being sanctioned by the Hon'ble National Company Law Tribunal under Section 230 of the Act and the appropriate orders being made by the said NCLT pursuant to Sections 231 and 232 of the Act for the amalgamation under the Scheme.
 - (iii) Such other sanctions and approvals including sanctions of any statutory or regulatory authority, as may be required by law in respect of the Scheme being obtained; and
 - (iv) Filing of the certified copies of the Orders of the Hon'ble National Company Law Tribunal sanctioning the Scheme with the Registrar of Companies, Maharashtra within such time as may be specified by the

Hon'ble National Company Law Tribunal or such extended time as may be approved by the Hon'ble National Company Law Tribunal.

17. EFFECT OF NON-RECEIPT OF APPROVAL / SANCTION

- 17.1 In the event of any of the aforesaid sanctions and approvals referred to above, not being obtained and/ or the Scheme not being sanctioned by the Hon'ble National Company Law Tribunal, the Scheme shall stand revoked, cancelled and become null and void and no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such event, each party shall bear its respective costs, charges and expenses in connection with the Scheme.

18. MODIFICATION / AMENDMENT TO THE SCHEME

- 18.1 The Transferor Company and the Transferee Company through their respective Board of Directors or a committee thereof or authorized officers may from time to time consent to any modifications or amendments to this Scheme or to any conditions or limitations which the Hon'ble National Company Law Tribunal at Mumbai or any other statutory authority may impose and may settle all doubts or difficulties that may arise for carrying out the Scheme and may do and execute all acts, deeds, matters and things as may be necessary for putting the Scheme into effect or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible under law) for bringing this Scheme into effect.
- 18.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof, the Directors of the Transferee Company or any committee thereof may give and are authorized to give all such directions as are necessary including directions for settling any question of doubt or difficulty that may arise after the dissolution of the Transferor Company.
- 18.3 However no modifications and / or amendments to the Scheme can be carried out or effected by the Board of Directors without approval of the Hon'ble National Company Law Tribunal and the same shall be subject to powers of the Tribunal under Section 231 of the Act.
- 18.4 The Scheme may be withdrawn from the Hon'ble National Company Law Tribunal by mutual consent of the Transferor Company and the Transferee Company, acting through their respective Board of Directors.

19. REMOVAL OF DIFFICULTIES

- 19.1 The Transferor Company and the Transferee Company may, through mutual consent and acting through their respective Board of Directors, agree to take steps as may be necessary, desirable or proper, to resolve all doubts, difficulties or questions, whether by reason of any orders of the court or Hon'ble National Company Law Tribunal or any directive or orders of any Government Authority or otherwise arising out of, under or by virtue of this Scheme in relation to the arrangement contemplated in this Scheme and/or matters concerning or connected therewith.

20. EXPENSES CONNECTED WITH THE SCHEME

- 20.1 All costs, charges and expenses of the Transferor Company and the Transferee Company in relation to or in connection with this Scheme and for carrying

out and implementing/ completing the terms and provision of the Scheme and/ or incidental to the completion of the amalgamation of the Transferor Company with the Transferee Company in pursuance of this Scheme shall, be borne and paid by the Transferee Company.

21. SEVERABILITY

- 21.1 If any part of the Scheme is invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor and Transferee Company that such part shall be severable from the remainder of the scheme. Further, if the deletion of such part of this Scheme may cause this scheme to become materially adverse to the Transferor Company and /or the Transferee Company, then in such case the Transferor Company and/or the Transferee Company shall attempt to bring about a modification in the scheme, as will best preserve for the Transferor Company and the Transferee Company the benefits and obligation of the scheme, including but not limited to such part.
- 21.2 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to mutual agreement of Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

22. NO CAUSE OF ACTION

- 22.1 No third party claiming to have acted or changed his position in anticipation of this scheme taking effect, shall get any cause of action against the Transferor Company or the Transferee Company or their directors or officers, if the scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.

**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI (SPECIAL) BENCH**

(12) MA 2850/2019 IN C.P.(CAA)/3486/MB/2018

CORAM:

SHRI CHANDRA BHAN SINGH
Member (Technical)

SMT. SUCHITRA KANUPARTHI
Member (Judicial)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL
COMPANY LAW TRIBUNAL ON 24.0.1.2020

NAME OF THE PARTIES: Rallis India Ltd.
SECTION: 230-232 OF THE COMPANIES ACT.

ORDER

1. The Learned Representative for Petitioner is present.
2. In MA-2850/2019 the applicant company seeks to amend the scheme of arrangement are as under: -

“The said clauses pertain to combination of authorized share capital of the Transferor Company with the Transferee Company which would be in compliance of section 232(3)(i) of the Companies Act, 2013. The Applicant is therefore seeking amendment to the scheme by inserting the following additional clause in the scheme as follows: -

The Applicant Company be permitted to amend the Scheme of Arrangement between Zerowaste Agro-Organics Limited (“Transferor Company”) and Rallis India Limited/ (“Transferee Company”) and their respective Shareholders and Creditors for amalgamation of the Transferor Company with and into the Transferee Company (“the Scheme”) by adding clause 12.3 and 12.4 to the scheme as more particularly described in clause 2 are as under: -

- 12.3. *As a part of this Scheme and upon the coming into effect of this Scheme, the authorised share capital of INR 7,50,000 (Seven Lakhs Fifty Thousand) of the Transferor Company shall stand consolidated with the authorized share capital of the Transferee Company. Accordingly, the authorized share capital of the Transferee Company shall automatically stand increased to that extent, without any further act, instrument or deed on the part of the Transferee Company, if any, including payment of stamp duty and fees payable to Registrar of Companies, and relevant clause of the Memorandum of Association and the Articles of Association shall without any further act instrument or deed be, and stand altered, modified and amended to give effect to such increase in authorized share capital of the Transferee Company by the aggregate authorised share capital of the Transferor Company.*
- 12.4 *It is clarified that for the purposes of Clause 12.3 above, the stamp duties and Fees (including registration fee) paid on the authorised share capital of the Transferor Company shall be utilized and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty/ or fee (including registration fee) by the Transferee Company for increase in the authorised share capital to*

that extent. The Transferee Company shall file requisite forms with the concerned Registrar of companies.

3. This arrangements as mentioned in the Miscellaneous Application has already been filed to the Regional Director by way of supplementary Report to which they have agreed.
4. In view of the above, **MA-2850/2019 is "Allowed."**
5. Matter is **Reserved for Order.**

Sd/-

CHANDRA BHAN SINGH
Member (Technical)


24.01.2020
Sushil



Sd/-

SUCHITRA KANUPARTHI
Member (Judicial)

Certified True Copy
Date of Application 25-2-2020
Number of Pages 2
Page No. 10
App. copy on 22-6-2020
Order 22-6-2020
Copy on 22-6-2020


Assistant Registrar
National Company Law Tribunal, Mumbai Bench

**IN THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI (SPECIAL) BENCH**

(11) MA 2849/2019 IN C.P.(CAA)/3470/MB/2018

CORAM:

SHRI CHANDRA BHAN SINGH
Member (Technical)

SMT. SUCHITRA KANUPARTHI
Member (Judicial)

ORDER SHEET OF THE HEARING OF MUMBAI BENCH OF THE NATIONAL
COMPANY LAW TRIBUNAL ON 24.0.1.2020

NAME OF THE PARTIES: Zero Waste Agro-Organics Ltd.
SECTION: 230-232 OF THE COMPANIES ACT.

ORDER

1. The Learned Representative for Petitioner is present.
2. In MA-2849/2019 the applicant company seeks to amend the scheme of arrangement are as under: -

“The said clauses pertain to combination of authorized share capital of the Transferor Company with the Transferee Company which would be in compliance of section 232(3)(i) of the Companies Act, 2013. The Applicant is therefore seeking amendment to the scheme by inserting the following additional clause in the scheme as follows: -

The Applicant Company be permitted to amend the Scheme of Arrangement between Zerowaste Agro-Organics Limited (“Transferor Company”) and Rallis India Limited/ “Transferee Company”) and their respective Shareholders and Creditors for amalgamation of the Transferor Company with and into the Transferee Company (“the Scheme”) by adding clause 12.3 and 12.4 to the scheme as more particularly described in clause 2 are as under: -

- 12.3. *As a part of this Scheme and upon the coming into effect of this Scheme, the authorised share capital of INR 7,50,000 (Seven Lakhs Fifty Thousand) of the Transferor Company shall stand consolidated with the authorized share capital of the Transferee Company. Accordingly, the authorized share capital of the Transferee Company shall automatically stand increased to that extent, without any further act, instrument or deed on the part of the Transferee Company, if any, including payment of stamp duty and fees payable to Registrar of Companies, and relevant clause of the Memorandum of Association and the Articles of Association shall without any further act instrument or deed be, and stand altered, modified and amended to give effect to such increase in authorized share capital of the Transferee Company by the aggregate authorised share capital of the Transferor Company.*
- 12.4 *It is clarified that for the purposes of Clause 12.3 above, the stamp duties and Fees (including registration fee) paid on the authorised share capital of the Transferor Company shall be utilized and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty/ or fee (including registration fee) by the Transferee Company for increase in the authorised share capital to*

that extent. The Transferee Company shall file requisite forms with the concerned Registrar of companies.

3. This arrangement as mentioned in the Miscellaneous Application has already been filed to the Regional Director by way of supplementary Report to which they have agreed.
4. In view of the above, **MA-2849/2019 is "Allowed."**
5. Matter is **Reserved for Order.**

Sd/-

CHANDRA BHAN SINGH
Member (Technical)

24.01.2020
Sushil



Sd/-

SUCHITRA KANUPARTHI
Member (Judicial)

Certified True Copy

Date of Application 25-2-2020Number of Pages 2Fees Paid Rs. 10Appointed by copy on 22-6-2020Checked by 22-6-2020Log on 22-6-2020

Assistant Registrar

National Company Law Tribunal, Mumbai Bench

APPENDIX XLVII

THIS AGREEMENT (hereinafter the “Agreement”) made on the 22nd day of April, 2024.

Between

Rallis India Limited (A Tata Enterprise), a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at 23rd Floor, Vios Tower, New Cuffe Parade, Off Eastern Freeway, Wadala, Mumbai 400037 (hereinafter called “the Company”, which expression shall unless repugnant to the context include its successors and assigns) of the One Part.

And

Dr. Gyanendra Shukla, hereinafter called “**Dr. Gyanendra Shukla or the Managing Director & CEO**” as the case may be, of the Other Part.

WHEREAS the Board of Directors of the Company (hereinafter called the “Board”) has at its meeting held on February 29, 2024 appointed Dr. Gyanendra Shukla as the Managing Director & CEO of the Company for a period of 5 years (“Term”) with effect from April 1, 2024 (“Date of Appointment”) and Dr. Gyanendra Shukla has agreed to serve the Company upon the terms and conditions approved by the Board and the shareholders of the Company and contained in the Agreement executed between the Company and the Managing Director & CEO.

AND WHEREAS the said appointment has been approved by the shareholders held on April 18, 2024.

AND WHEREAS the Parties hereto are desirous of entering into an agreement, being these presents, to record the terms and conditions aforesaid.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED as follows:

1. Definitions and interpretation1.1 Definitions

- 1.1.1 **‘Act’** means the Companies Act, 2013, as amended, modified or re-enacted from time to time.
- 1.1.2 **‘Confidential Information’** includes information relating to the business, products, affairs and finances of the Company or any of its associated companies or subsidiaries for the time being confidential to it or to them and trade secrets (including without limitation technical data and know-how) relating to the business of the Company, its subsidiaries or of any of its associated companies or of any of its or their suppliers, clients or customers.
- 1.1.3 **‘Intellectual Property’** includes patents, trademarks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, Confidential Information, know-how and any research effort relating to any of the above mentioned business, names whether registrable or not, moral rights and any similar rights in any country of the Company or any of its associated companies or subsidiaries.
- 1.1.4 **‘Parties’** means collectively the Company and the Managing Director & CEO and “**Party**” means individually each of the Parties.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 Any reference herein to any clause is to such Clause. The Recitals and Clauses to this Agreement including this Interpretation Clause shall be deemed to form part of this Agreement;
- 1.2.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement;
- 1.2.3 Words importing the singular include the plural and vice versa, and words importing a gender include each of the masculine, feminine and neuter gender;

2. **Term and Termination**

- 2.1 Subject as hereinafter provided, this Agreement shall remain in force up to March 31, 2029 unless terminated earlier.
- 2.2 This Agreement may be terminated earlier, without any cause, by either Party by giving to the other Party six months' notice of such termination or the Company paying six months' remuneration which shall be limited to provision of Salary, Benefits, Perquisites, Allowances and any pro-rated Incentive Remuneration (paid at the discretion of the Board, in lieu of such notice.

3. **Duties & Powers**

- 3.1 The Managing Director & CEO shall devote his whole time and attention to the business of the Company and perform such duties as may be entrusted to him by the Board from time to time and separately communicated to him and exercise such powers as may be assigned to him, subject to the superintendence, control and directions of the Board in connection with and in the best interests of the business of the Company and the business of one or more of its associated companies and / or subsidiaries, including performing duties as assigned to the Managing Director & CEO from time to time by serving on the boards of such associated companies and / or subsidiaries or any other executive body or any committee of such a company.
- 3.2 The Managing Director & CEO shall not exceed the powers so delegated by the Board pursuant to clause 3.1 above.
- 3.3 The Managing Director & CEO undertakes to employ the best of his skill and ability and to make his utmost endeavours to promote the interests and welfare of the Company and to conform to and comply with the policies and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.
- 3.4 Dr. Gyanendra Shukla shall undertake his duties from such location as may be directed by the Board.

4. **Remuneration**

- 4.1 So long as the Managing Director & CEO performs his duties and conforms to the terms and conditions contained in this Agreement, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the laws for the time being in force.
 - A. Salary: Rs.7,70,000/- per month (starting from April 2024) in the scale of Rs. 7,00,000/- to Rs.15,00,000/-. The annual increments, which will be effective 1st April each year (starting from April 2025) will be decided by the Board based on the recommendations of the Nomination and

Remuneration Committee and will be merit-based and take into account the Company's performance as well.

B. Benefits, Perquisites, Allowances: In addition to the basic salary referred to in (A) above, the Managing Director & CEO shall be entitled to:

- (i) Rent-free residential accommodation (furnished or otherwise) with the Company bearing the cost of repairs, maintenance, society charges and utilities (e.g. gas, electricity and water charges) for the said accommodation.

OR

House Rent, House Maintenance and Utility Allowances aggregating 85% of the annual basic salary in case residential accommodation is not provided by the Company.

- (ii) Following other facilities as per the Rules of the Company:
 - a. Hospitalization and major medical expenses for self, spouse and dependent (minor) children;
 - b. Car, with driver provided, maintained by the Company, for official and personal use;
 - c. Telecommunication facilities including broadband, internet and fax;
- (iii) Other Perquisites and Allowances, subject to a maximum of 55% of the basic salary, as follows:

- A. Allowances – 33.34% of basic salary
 - B. Leave Travel Concession/ Allowance- 8.33% of basic salary
 - C. Medical Allowance – 8.33% of basic salary
 - D. Personal Accident Insurance and Club Membership fees at actuals, subject to a cap of 5% of basic salary.
 - (iv) Contribution to Provident Fund, Superannuation Fund or Annuity Fund and Gratuity Fund as per the Rules of the Company.
 - (v) The Managing Director & CEO shall be entitled to leave in accordance with the Rules of the Company. Privilege Leave earned but not availed by the Managing Director & CEO is encashable in accordance with the Rules of the Company.
- C. Commission: Such remuneration by way of commission, in addition to the salary and perquisites and allowances payable, calculated with reference to the net profits of the Company in a particular financial year, as may be determined by the Board of the Company at the end of each financial year, subject to the overall ceilings stipulated in Section 197 of the Companies Act, 2013 or any modification(s) or enactment(s) thereof. The specific amount payable to the Managing Director & CEO will be based on performance as evaluated by the by the Board or the Committee thereof duly authorized in this behalf and will be payable annually after the Annual Financial Statements have been adopted by the Board.
- D. Incentive Remuneration: In case where the net profits of the Company are inadequate for payment of profit-linked commission in any financial year, incentive remuneration may be paid upto an amount not exceeding 200% of Basic Salary paid at the discretion of the Board. This incentive remuneration would be payable subject to the achievement of certain performance criteria and such other parameters as may be considered appropriate from time to time by the Board.

An indicative list of factors that may be considered for determining the extent of commission/incentive remuneration, by the Board which will be payable annually after the Annual Accounts have been approved, are:

- i. Company performance on certain defined qualitative and quantitative parameters as may be decided by the Board from time to time.
 - ii. Industry benchmarks of remuneration.
 - iii. Performance of the individual.
- E. Minimum Remuneration: Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of the Managing Director & CEO, the Company has no profits or its profits are inadequate, the Company will pay to the Managing Director & CEO remuneration by way of Salary, Benefits, Perquisites and Allowances, and Incentive Remuneration as specified above.
- F. Insurance: The Company will take an appropriate Directors' and Officers' Liability Insurance Policy and pay the premiums for the same. It is intended to maintain such insurance cover for the entire period of appointment, subject to the terms of such policy in force from time to time.

5. Variation

The terms and conditions of the appointment of the Managing Director & CEO and / or this Agreement may be altered and varied from time to time by the Board as it may, in its discretion deem fit, irrespective of the limits stipulated under Schedule V to the Act or any amendments made hereafter in this regard in such manner as may be agreed to between the Board and the Managing Director & CEO, subject to such approvals as may be required.

6. Intellectual Property

- 6.1 The Parties acknowledge that the Managing Director & CEO may make, discover or create Intellectual Property (IP) in the course of his employment and agree that in this respect the Managing Director & CEO has a special obligation to protect such IP and use it to further the interests of the Company, or any of its associated companies or subsidiaries.
- 6.2 Subject to the provisions of the laws relating to intellectual property for the time being in force in India, if at any time during his employment, the Managing Director & CEO makes or discovers or participates in the making or discovery of any IP relating to or capable of being used in the business for the time being carried on by the Company or any of its subsidiaries or associated companies, full details of the Intellectual Property shall immediately be communicated by him to the Company and such IP shall be the absolute property of the Company. At the request and expense of the Company, the Managing Director & CEO shall give and supply all such information, data, drawings and assistance as may be required to enable the Company to exploit the IP to its best advantage and the Managing Director & CEO shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.
- 6.3 The Managing Director & CEO hereby irrevocably appoints the Company as his attorney in his name and on his behalf to sign or execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company or its nominee the full advantage of

the provisions of this clause 6 and if in favour of any third Party, a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

- 6.4 If the IP is not the property of the Company, the Company shall, subject to the provisions of the applicable laws for the time being in force, have the right to acquire for itself or its nominee, the Managing Director & CEO's rights in the IP within 3 months after disclosure pursuant to clause 6.2 above on fair and reasonable terms.
- 6.5 The rights and obligations under this clause shall continue in force after termination of the Agreement in respect of IP relating to the period of the Managing Director & CEO's employment under the Agreement and shall be binding upon his heirs and legal representatives.

7. Confidentiality

- 7.1 The Managing Director & CEO is aware that in the course of his employment he will have access to and be entrusted with information in respect of the business and finances of the Company including intellectual property, processes and product specifications, etc. and relating to its dealings, transactions and affairs and likewise in relation to its subsidiaries, associated companies, customers or clients all of which information is or may be of a confidential nature.
- 7.2 The Managing Director & CEO shall not except in the proper course of performance of his duties during or at any time after the period of his employment or as may be required by law divulge to any person whatever or otherwise make use of and shall use his best endeavours to prevent the publication or disclosure of any Confidential Information of the Company or any of its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers.
- 7.3 All notes, memoranda, documents and Confidential Information concerning the business of the Company and its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by the Managing Director & CEO during the course of his employment shall be the property of the Company and shall be surrendered by the Managing Director & CEO to the Company upon the termination of his employment or at the request of the Board at any time during the course of his employment.

8. Non-Compete

The Managing Director & CEO will not, during the continuance of his employment with the Company and after termination of his employment under his Agreement, without the prior written consent of the Board, carry on or be engaged, directly or indirectly, either on his own behalf or on behalf of any person, or as manager, agent, consultant or employee of any person, firm or company, in any activity or business, in India or overseas, which shall directly or indirectly be in competition with the business of the Company or any other major Tata company.

The Managing Director & CEO may take up an activity after retirement only after giving adequate prior written notice to the Company in order for the Board to satisfy itself that the "Non-Compete" clause will not be violated.

The Board of Directors of the Company will, in its entire discretion, decide whether the "Non-Compete" clause has been violated or not. If in its discretion, the Board decides that this clause has been violated, then all ongoing benefits available to the Managing Director & CEO would be withdrawn.

9. Selling Agency

The Managing Director & CEO, so long as he functions as such, undertakes not to become interested or otherwise concerned, directly or through his spouse and / or children, in any selling agency of the Company.

10. Tata Code of Conduct

The provisions of the Tata Code of Conduct shall be deemed to have been incorporated into this Agreement by reference. The Managing Director & CEO shall during his term, abide by the provisions of the Tata Code of Conduct in spirit and in letter and commit to assure its implementation.

11. Personnel Policies

All Personnel Policies of the Company and the related Rules which are applicable to other employees of the Company shall also be applicable to the Managing Director & CEO, unless specifically provided otherwise.

12. Summary termination of employment

The employment of the Managing Director & CEO may be terminated by the Company without notice or payment in lieu of notice:

- a. if the Managing Director & CEO is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company to which he is required by the Agreement to render services; or
- b. in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the Managing Director & CEO of any of the stipulations contained in the Agreement; or
- c. in the event the Board expresses its loss of confidence in the Managing Director & CEO.

13. Termination due to physical / mental incapacity

In the event the Managing Director & CEO is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate his contract on such terms as the Board may consider appropriate in the circumstances.

14. Resignation from directorships

Upon the termination by whatever means of his employment under the Agreement:

- a. the Managing Director & CEO shall immediately cease to hold offices held by him in any holding company, subsidiaries or associate companies without claim for compensation for loss of office by virtue of Section 167(1)(h) of the Act and shall resign as trustee of any trusts connected with the Company.
- b. the Managing Director & CEO shall not without the consent of the Board at any time thereafter represent himself as connected with the Company or any of its subsidiaries and associated companies.

15. Agreement co-terminus with employment / directorship

If and when this Agreement expires or is terminated for any reason whatsoever, Dr. Gyanendra Shukla will cease to be the Managing Director & CEO and also cease to be a Director of the

Company. If at any time, the Managing Director & CEO ceases to be a Director of the Company for any reason whatsoever, he shall cease to be the Managing Director & CEO and this Agreement shall forthwith terminate. If at any time, the Managing Director & CEO ceases to be in the employment of the Company for any reason whatsoever, he shall cease to be a Director and Managing Director & CEO of the Company.

16. Other Directorships

The Managing Director & CEO covenants with the Company that he will not during the continuance of his employment with the Company accept any other directorships in any company or body corporate without the prior written consent of the Board.

17. Non-Solicitation

The Managing Director & CEO covenants with the Company that he will not for a period of 1 year immediately following the termination of his employment under this Agreement, without the prior written consent of the Board endeavor or entice away from the Company any employee in Grade B, C and direct reportees who has at any time during the 1 (one) year immediately preceding such termination been employed or engaged by the Company or any subsidiaries or associated companies at any time during the 1 (one) year immediately preceding termination.

18. Notices

Notices may be given by either Party by letter addressed to the other Party at, in the case of the Company, its registered office for the time being and in the case of the Managing Director & CEO his last known address and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted by hand or by electronic mail.

19. Miscellaneous

19.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

19.2 Jurisdiction

The Parties have agreed to the exclusive jurisdiction of the Indian courts.

19.3 Entire Agreement

This Agreement contains the entire understanding between the Parties and supersedes all previous written or oral agreements, arrangements, representations, and understandings (if any) relating to the subject matter hereof. The Parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. Neither oral explanation nor oral information given by any Party shall alter or affect the interpretation of this Agreement.

19.4 Waiver

A waiver by either Party of a breach of the provision(s) of this Agreement shall not constitute a general waiver, or prejudice the other Party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

19.5 Severability

Each term, condition, covenant or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to operate.

19.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first above written.

The Common Seal of Rallis India Limited was hereunto affixed in the presence of

Mr. Bhaskar Bhat, Chairman

Mr. Srikant Nair, Company Secretary

Witnesses: Mr. Omkar Prabhale

SIGNED, SEALED AND DELIVERED

by the said **Dr. Gyanendra Shukla**

in the presence of:

Witness: Mr. Vinit Pawar